



FACULTY OF BUSINESS

FINAL EXAMINATION

Student ID (in Figures) :

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Student ID (in Words) : _____

Course Code & Name : **LAW1533 LEGAL ASPECTS FOR BUSINESS**
 Trimester & Year : May – August 2024
 Lecturer/Examiner : Ms Amalina Mustaffa
 Duration : 3 Hours

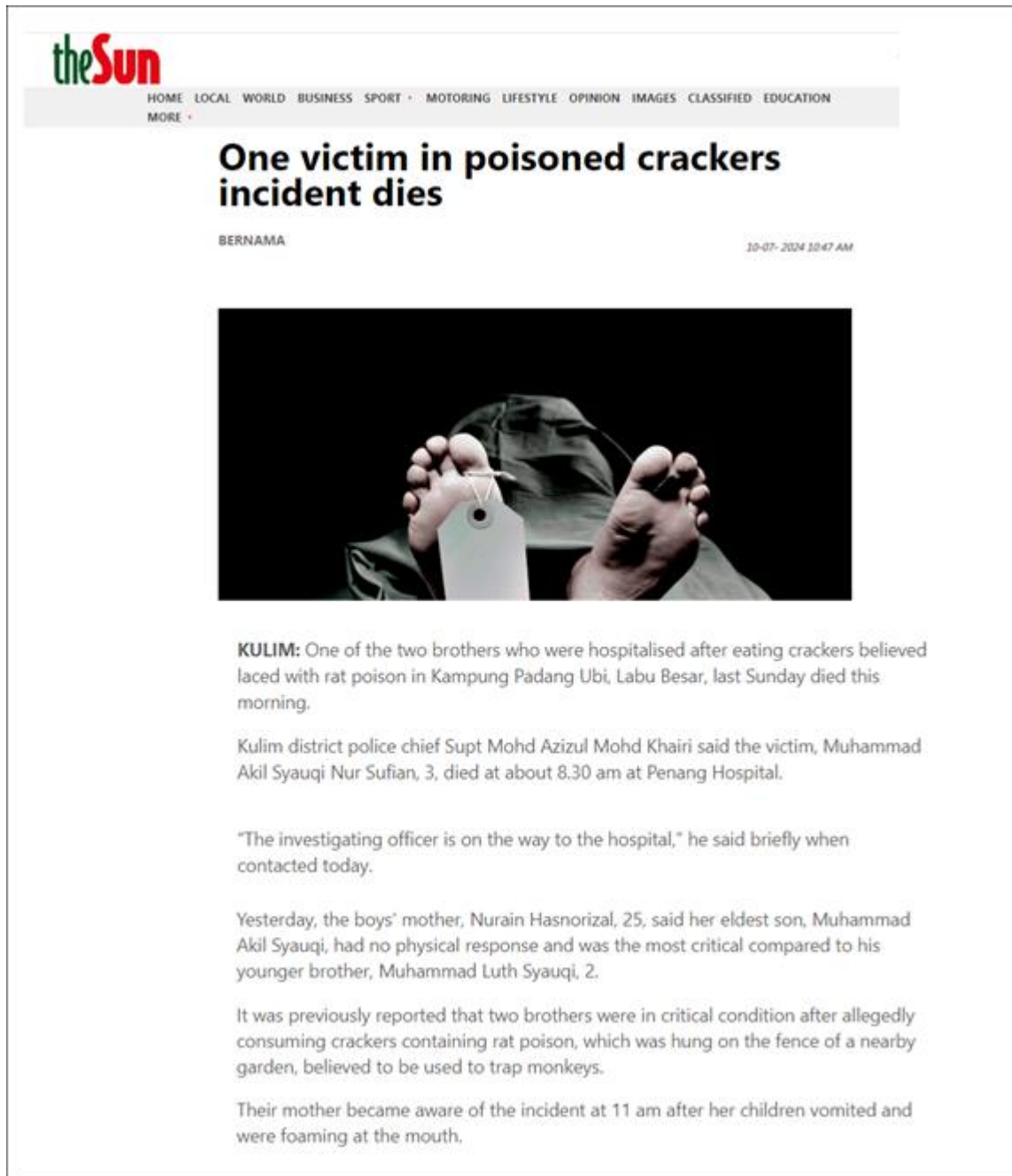
INSTRUCTIONS TO CANDIDATES

1. This question paper consists of:
 Part A: 60 marks : TWO (2) structured questions. Answer ALL questions.
 Part B : 40 marks : THREE (3) Essay questions. Answer only TWO (2) questions.
 All answers must be written in the answer booklet(s) provided using ENGLISH LANGUAGE only.
2. Candidates are not allowed to bring any unauthorized materials except writing equipment into the Examination Hall. Electronic dictionaries are strictly prohibited.
3. This question paper must be submitted along with all used and/or unused rough papers and/or graph paper (if any). Candidates are NOT allowed to take any examination materials out of the examination hall.
4. Only ballpoint pens are allowed to be used in answering the questions, with the exception of multiple choice questions, where 2B pencils are to be used.

WARNING: The University Examination Board (UEB) of BERJAYA University College regards cheating as a most serious offence and will not hesitate to mete out the appropriate punitive actions according to the severity of the offence committed, and in accordance with the clauses stipulated in the Students' Handbook, up to and including expulsion from BERJAYA University College.

Total Number of pages = 7 (including the cover page)


Question 1



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One victim in poisoned crackers incident dies

BERNAMA 10-07-2024 10:47 AM



KULIM: One of the two brothers who were hospitalised after eating crackers believed laced with rat poison in Kampung Padang Ubi, Labu Besar, last Sunday died this morning.

Kulim district police chief Supt Mohd Azizul Mohd Khairi said the victim, Muhammad Akil Syauqi Nur Sufian, 3, died at about 8.30 am at Penang Hospital.

"The investigating officer is on the way to the hospital," he said briefly when contacted today.

Yesterday, the boys' mother, Nurain Hasnorizal, 25, said her eldest son, Muhammad Akil Syauqi, had no physical response and was the most critical compared to his younger brother, Muhammad Luth Syauqi, 2.

It was previously reported that two brothers were in critical condition after allegedly consuming crackers containing rat poison, which was hung on the fence of a nearby garden, believed to be used to trap monkeys.

Their mother became aware of the incident at 11 am after her children vomited and were foaming at the mouth.

Answer the following questions based on the incident provided above.

- a. Identify the wrongful act in the incident above. (2 marks)
- b. Explain the elements necessary to prove the tortfeasor liability for the wrongful act contemplated in question (a). (16 marks)

- c. Assuming that the two victims survived but suffered permanent brain damaged, what are the remedies available to the victims? (12 marks)

Question 2

a. Datuk Dol intends to give his land to his only daughter Linda for her 21st Birthday. Datuk Dol told Linda that she need not be paying anything to him. However, Datuk Dol is worried that since there is no consideration for the transfer of his land to his daughter, the transfer may be void by virtue of section 26 of the Contracts Act 1950. Advice Datuk Dol. (7.5 marks)

b. Last week Yam found Sandra's bag containing some very important documents. Yam returned the bag to Sandra yesterday. Sandra was so grateful that she promised to pay Yam RM5000.00 today. Sandra changed her mind today and decides not to pay Yam as Sandra claimed that there was no consideration for the promise as Yam had already found her bag before the promise was made. (7.5 marks)

c. The court in Nash v Inman [1908] 2 KB 1 held that clothes ordered by defendant from the plaintiff were not "necessities". Explain the reason(s) behind this decision. (7.5 marks)

d. Explain the effect of Section 21(1) of the Companies Act 2016. (7.5 marks)

END OF PART A

PART B : THREE (3) ESSAY QUESTIONS. EACH QUESTION CARRIES 20 MARKS.

INSTRUCTION(S) : ANSWER ONLY TWO (2) QUESTIONS.

(40 marks)

Question 1

Bukit (M) Sdn Bhd (“Bukit”) was the sub-contractor in the Tegap JT Mall project, a project to construct a 15-storey shopping mall and business complex in Pusat Bandar Dynamic, Kuala Lumpur (“Project”). Their claim was to recover monies due and owed to them for works done in the Project.

The Project was initially awarded by the Project owner to Berkat Asli Holdings Berhad (“Berkat Asli”). Berkat Asli then sub-contracted the works to Merlin Sdn Bhd (“Merlin”) and it was subsequently sub-contracted to Hjau Rimbun Sdn Bhd (“Hjau Rimbun”). John Tam was the majority shareholder of both Hjau Rimbun and Merlin Sdn Bhd.

When Bukit was first offered to be a sub-contractor in the Project by Hjau Rimbun, relevant searches was conducted on Hjau Rimbun which revealed that the company was newly incorporated and had no track record in doing the relevant works. As such, Bukit decided against accepting the Project.

However, John Tam later convinced and assured Bukit that he knew the major shareholder of Berkat Asli, Tan Sri Kee (“TSK”), and represented that TSK had a vested interest in Hjau Rimbun. It was on this representation that Bukit agreed to execute the agreement and was made sub-contractor to Hijau Rimbun.

Sometime during the subsistence of the Project, Bukit stopped receiving progressive payments for their work. Upon further inquiry, it was discovered that in the contract between Merlin Sdn Bhd and Berkat Asli, it was stated amongst other, that Merlin Sdn Bhd would not be paid for the works carried out by Bukit. Hence, Merlin Sdn Bhd was unable to pay Hjau Rimbun for the works and in turn, the payment was not made to Bukit. This was clearly a breach of the agreement between Bukit and Hjau Rimbun.

Bukit wants to file claims against the relevant parties. Advise Bukit

Question 2

Joe is the owner of Sewing Sisters Sdn Bhd. A colleague, Nana, has made a complaint to Joe that she had been sexually harassed by his supervisor – Norman, in the office gym. As the owner of Sewing Sisters Sdn Bhd, Joe viewed this as a serious misconduct, and Joe immediately reported this matter to the Human Resource Manager recommending for Norman to be dismissed immediately. Before the incident, Nana had sold five sewing machines to Puan Tan for her sewing club. Puan Tan entered into a 15-month instalment agreement with Sewing Sisters Sdn Bhd. However, when Puan Tan brought the sewing machine to her sewing club, three out of five sewing machines were not sewing the pieces of clothes together. The sewing machine merely made holes in the cloth. Meanwhile, Joe was feeling agitated when Makcik Jahit Sdn Bhd set up a business selling sewing supplies three doors away from his store. Joe engaged Oppa Gangnam to sabotage the store by setting it on fire. Joe promised Oppa Gangnam some amount of money after the job was done. Unfortunately, Oppa Gangnam was caught in action by the nightguard. Makcik Jahit Sdn Bhd later successfully sued Oppa Gangnam for RM200,000.00. Oppa Gangnam paid the amount and now he wants to recover the amount paid to Makcik Jahit Sdn Bhd from Joe as well as all his legal expenses incurred during the trial.

Advice Norman, Puan Tan and Oppa Gangnam.

Question 3

Datin Jolly instructed her agent Mat Kool to manage the construction of her bungalow in Yellow Hill Setapak. Datin Jolly promised to pay Mat Kool RM30,000.00 as commission. Datin Jolly went to Sweden immediately after and stayed there for three months. Unknown to Datin Jolly, Mat Kool also received RM10,000.00 as a token of appreciation from Tipu Construction – the contractor who built Datin Jolly house.

Datin Jolly discovered this and she is now seeking your advice on her rights.

END OF EXAM

**APPENDIX
CASE LIST**

A

Aw Yong Wai Choo v Arief Trading Sdn Bhd [1992] 1 MLJ 166
Aspatra Sdn. Bhd. v Bank Bumiputra Malaysia [1988]MLJ 97

B

Brett v JS & His Wife(1600) 79 ER 9 & 7
Brown B Brant [1902] 1 KB 696

C

Carlill v Carbolic Smoke Ball Co [1893] 1 QB 256
Charles Grenier Sdn Bhd v Lau Wing Hong [1996] 3 MLJ 327
Chappell & Co Ltd v Nestle Co Ltd [1960]
Choo Tiong Hin & Ors Choo Hock Swee [1959] MLJ 67
Chia Foon Tau v Lim Pey Lin [1998] 7 MLJ 762
Collins v Hertfordshire County Council [1947] KB 598
Constantine v Imperial London Hotels Ltd [1944] 2 ALL ER 171

D

Daiman Development Sdn Bhd v Mathew Lui Chin Tech & Anor Appeal [1978] 2 MLJ 239 FC
Daimler Co. Ltd. v Continental Tyre & Rubber Co. (GB) Ltd. [1916] 2 AC 307
DHN Food Distributors Ltd. v Tower Hamlets London Borough Council [1976]3AllER462
Donoghue v Stevenson (1932) A.C. 562

E

Eckhardt Marine GMBH v Sheriff High Court of Malaya, Seremban & Ors [2001] 4MLJ 49
Entores Ltd [1955] 2 QB 327

F

Felthouse v Bindley [1862] 10 WLR 423.

G

Gibbons v Proctor (1891) 64 LT 594
Gibson v Manchester City Council [1979] 1 All ER 972
Gill v El Vino Co Ltd (1983)
Gifford Motors Co. v Horne [1933] Ch. 935
Gov. of Malaysia v Gurcharan Singh & Ors [1971] 1 MLJ 211
Great Northern Railway Company v Swaffield (1874) LR 9

L

Lee Chin Kok v Jasmin Arunthuthu Allegakoen & Ors [2000] 4 MLJ 481
Lee Choo Yam Holdings Sdn Bhd & Ors v Khoo Yoke Wah & Ors [1990] 2 MLJ 431
Lim Chia Min v Cheah Sang Ngeow & Anor
Loh Kwan Moi & Ors v Ramli bin Jamil & Ors & Government of Malaysia (1984) 1 MLJ 46

M

Murugesu v Nadarajah [1980] 2 MLJ 82
Mohori Bibee v Dhurmodas Ghose [1903] LLR 30 Cal. 539

N

Nash v Inman [1908] 2 KB 1

P

Pinkerton v Woodward (1867)
Pinnel's case (1602) 77 ER 237
Phang Swee Kim v Beh I Hock [1964] 383
Preston Corporation Sdn Bhd v Edward Leong & Ors [1982] 2 MLJ22

Q

Queck Poh Guan (as administrator of The Estate of Sit Kim Boo, deceased) v Quick Awang [1998] 3 MLJ 388

R

R v Clarke (1927) 40 CLR 227
R v Higgins (1948)
R v Ivens (1835) 7 C. & P. 213
R v Kupfer [1915] 12 KB 321
Raffles v Wichelhaus (1864) 2 Hurl & C 906
Re Bugle Press Ltd. [1961] Ch.270
Re Spanish Prospecting Co. Ltd. [1911]1 Ch 92
Re Tan Soh Sim & Ors v Tan Saw Keow [1951] MLJ 21
Robins & Co v Gray (1895)
Rothfield v North British Hotel [1920] SC805

S

Salomon v A. Salomon & Co. Ltd [1897] AC 22
Sathu v Hawthornden Rubber Estate Co Ltd (1961) MLJ 318
Smith, Stone & Knight Ltd. v Birmingham Corporation [1939]4 AllER 116
Soh Hood Beng v Khoo Chye Neo (1897)4 S.S.L.R

H

Hamlyn v John Houston and Co [1903] 1 KB 81.
Ho Kam Phaw v Fam Sin Nin [1998] 3 CLJ 708
Hotel Jaya Puri Bhd. v National Union or Hotel, Bar
and Restaurant [1980] 1 MLJ 109

J

Jones v Lipman [1962] 1 WLR 832
Jones v Noy [1833] 2 M&K 125

K

Kabatanan Timber Extraction Co v Chong Fah Shing
[1969] 2 MLJ 6
Kam Mah Theatre Sdn Bhd v Tan Lay Soon
Keighley Maxted v Durant [1901] AC 240
Kelner x Baxter [1866] LR 2 CP 174
Kepong Prospecting Ltd v Schmidt [1968] 1 MLJ 170
Kerpu Singh v Bariam Singh [1966] 1 MLJ 38

T

T. Mahesan s/o Thambiah v The Malaysia Government
Officers' Co-operative Housing (Malaysia) [1977] UKPC
21
Tan Hee Juan v The Boon Keat [1934] MLJ 96
Tan Kiong Hwa v Andrew S A Chong [1974] 2 MLJ 188
Tinn v Hoffman Co. [1873] 29 LT 271
Tesco Supermarkets Ltd. v Natrass [1972] AC 153
Trollope & Colls Ltd v Atomic Power Constructions Ltd
[1962] 3 All ER 1035

W

Weatherby v Banham (1832) 5 C & P 228
Williams v Cawardine [1833] EWHC KB J44
Winkworth v Raven (1931) 1 K. B. 652
Wong Peng Yuen v Senanayake [1962] 28 MLJ 204
Woon Yoke Lin v. United Estate Projects Berhad
[1998] 4 AMR 4052