



Private & Confidential

**SCHOOL OF BUSINESS**

**FINAL EXAMINATION**

Student ID (in Figures) : 

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Student ID (in Words) : \_\_\_\_\_  
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Subject Code & Name : **DRL 2304 Law for Retail**  
Semester & Year : May – August 2017  
Lecturer/Examiner : Mr. Anandaselvam Kannan

Duration : 2 Hours

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**INSTRUCTIONS TO CANDIDATES**

1. This question paper consists of 3 parts:  
PART A (20 marks) : Shade your answer in the Multiple Choice Answer sheet provided.  
PART B (60 marks) : Answer all FOUR (4) essay questions in Part B and  
PART C (20 marks) : Answer the case study questions in Section C. Answers are to be written in the Answer Booklet provided.
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 of Hospitality 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 of Hospitality.

**Total Number of pages = 7 (Including the cover page)**

**PART A : MULTIPLE CHOICE QUESTIONS (20 MARKS)**

**INSTRUCTION(S) : Questions 1 – 20 are multiple choice questions.**

**Shade your answers in the Multiple Choice Answer Sheet provided**

**You are advised to use a 2B pencil.**

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1. Which of the following is the constitution of a company?
  - A. Ultra vires rules.
  - B. Intra vires rule.
  - C. Company association
  - D. Memorandum of Association.
  
2. Which of the following is true for the formation of a commercial agreement?
  - A. Age requirement above 18 and subject to 3 exceptions.
  - B. Bankrupt person can enter into an agreement.
  - C. Above 70 years old cannot enter into an agreement.
  - D. Person of unsound mind can enter into an agreement.
  
3. Which one of the following is a source of law in Malaysia?
  - A. Singapore law
  - B. Indonesian law
  - C. Law of the South East Asia
  - D. Precedents
  
4. In the Session court proceeding last Wednesday, Mr. Chandran, the manager of Tasty Restaurant, was found guilty of breach of contract. He was ordered to pay damages in the sum of RM 50,000. He is not satisfied with the judgment and would like to make an appeal towards the decision. He could appeal against the judgment in the
  - A. Sessions Court
  - B. Federal Court
  - C. Magistrate Court
  - D. High Court

5. What is a Civil Law
- A. Criminal offence
  - B. Law against state
  - C. Law not involve the state
  - D. Constitutional matters.
6. Which is the supreme law of Malaysia?
- A. Delegated legislation
  - B. Act of Parliament
  - C. Conventions
  - D. Federal Constitution
7. Which of the following is an element required for the formation of a contract?
- A. Offer.
  - B. Acceptance.
  - C. Consideration.
  - D. All of the above.
8. Which of the following is **NOT** a consequences of a separate legal entity :
- A. Artificial human being
  - B. Own property under its own name.
  - C. Cannot be sued
  - D. Limited liability
9. Khalid and Jamil entered into an agreement, whereby Khalid inserted an exemption clause in the express terms of the agreement. What is the purpose of Khalid inserting an exemption clause?
- A. To seek compensation
  - B. To sue a party
  - C. To exclude liability
  - D. To include liability
10. The following are **NOT** one of the ways in which a contract can be discharged except:
- A. Frustration
  - B. Performance
  - C. Discharge order
  - D. Breach

11. The following elements are needed for the formation of partnership agreement under Sec 3(1) Partnership Act 1961 except:
- A. Strictly business
  - B. With a view of profit
  - C. Must be above age 21 years
  - D. Common intention
12. The following ways in which partnership can be terminated **EXCEPT**:
- A. Frustration
  - B. Performance
  - C. Operation of law
  - D. Death of 1 partner out of 10.
13. Ahmad was not sure the ways in which an agency agreement could be created under Part X of Contract Act 1950. Advise Ahmad which of the following way is NOT a way to create an agency.
- A. Estoppels
  - B. Necessity
  - C. Rectification
  - D. Sign contract
14. Robert sold a washing machine to shanty but the machine does not wash the clothes properly. Which of the following laws could be applied by Shanty to sue Robert?
- A. Sec 14 of the Sale of Goods Act 1957
  - B. Sec 15 of the sale of Goods Act 1957
  - C. Sec 16 of the sale of Goods Act 1957
  - D. Sec 18 Sale by sample Act 1957.
15. Andrew is bringing a legal action against Ravi for not fulfilling an agreement. Andrew is called as:
- A. Defendant
  - B. Prosecutor
  - C. Plaintiff
  - D. Negotiator

16. Jessica has posted a letter of offer to Sheila but decided to end the offer. Which of the followings **CANNOT** be used as a mode to end the offer?
- A. Counter offer
  - B. Revocation
  - C. Rejection
  - D. Cross reference
17. According to Section 2(d) Contract Act 1950 the following are rules of consideration **EXCEPT**:
- A. Must be sufficient
  - B. Not necessary adequate
  - C. Past consideration good consideration
  - D. Must be adequate
18. Which of the following remedy is a temporary order granted only by the High Court of Malaya?
- A. Injunction
  - B. Specific performance
  - C. Restitution
  - D. Legal action
19. One of the following is **NOT** classified as Misrepresentation.
- A. Innocent misrepresentation
  - B. Negligent misrepresentation
  - C. Fraudulent misrepresentation
  - D. Careless misrepresentation
20. The following are elements needed to establish negligence **EXCEPT**:
- A. Breach
  - B. Duty of care
  - C. Damages
  - D. Fairness

**PART B:**  
**INSTRUCTION(S):**                      **SHORT ANSWER QUESTIONS (60 MARKS)**  
There are **FOUR (4)** short answer questions.  
Answer all questions in the Answer Booklet(s) provided.

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**Question 1**

In the context of the Malaysian legal system:

- a) Distinguish between private and public law. (5 marks)
- b) Distinguish between legislation and delegated legislation. (5 marks)
- c) State **TWO (2)** advantages of delegated legislation. (5 marks)

**Total (15 marks)**

**Question 2**

In relation to partnerships, state briefly the legal principles concerning the following:

- a) The minimum and maximum number of partners in the firm, (3 marks)
- b) Whether a written partnership agreement is necessary, (3 marks)
- c) Registration of the firm, if necessary, (3 marks)
- d) Each partners liability for debts. (6 marks)

**Total (15 marks)**

**Question 3**

In relation to sale of Goods Act 1957, answer the following questions:

- a) Explain briefly **THREE (3)** remedies available to a buyer of goods when a seller is in breach of a sale of goods contract? (6 marks)
- b) Condition (5 marks)
- c) Warranty (4 marks)

**Total (15 marks)**

**Question 4**

In relation to employment law:

- a) Explain **FOUR (4)** ways in which a contract of service may be terminated. (8 marks)
- b) Explain **TWO (2)** types of dismissal. (4 marks)
- c) Explain briefly the Industrial Relation Act 1967 (3 marks)

**Total (15 marks)**

**PART C: CASE STUDY QUESTIONS (20 MARKS)**

**INSTRUCTION:** There is **ONE (1)** case study questions.  
Answer the question in the Answer Booklet (s) provided.

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**Question 1**

On 10<sup>th</sup> April 2017, Sonny, who lives in Kuala Lumpur, posted a letter to his friend Ron, who lives in Penang, offering to sell to Ron an antique vase for RM50, 000. The letter reached Ron on the 12 April 2017. Ron accepted the offer by posting his letter of acceptance the very same day. Due to a postal delay, Ron's letter of acceptance only reached Sonny two weeks later, i.e. on the 26<sup>th</sup> April 2017. Meanwhile, on the 20<sup>th</sup> April 2017 Sonny sold the vase to Tom, a rich businessman, who had offered him RM70, 000 for it. Ron, who came to know of the sale of the vase to Tom, wishes to sue Sonny for breach of contract.

- a) Would Ron be able to sue Sonny for breach of contract? (12 marks)
- b) Can Sonny revoke his offer on the 13<sup>th</sup> of April 2017 (4 marks)
- c) Will your answer change if the offeror requested acceptance by fax. (4 marks)

**Total (20 marks)**

**END OF EXAM PAPER**

