



## BERJAYA BUSINESS SCHOOL

### FINAL EXAMINATION

Student ID (in Figures) : 

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Student ID (in Words) : \_\_\_\_\_  
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Course Code & Name : **DBM 2302 Legal Aspects for Business**  
 Trimester & Year : May to August 2018  
 Lecturer/Examiner : Christina Chan  
 Duration : 2 Hours

#### INSTRUCTIONS TO CANDIDATES

1. This question paper consists of 2 parts:  
     **PART A (60 marks) : Answer all FOUR (4) short answer structured questions. Answers are to be written in the Answer Booklet provided.**  
     **PART B (40 marks) : Answer ONE (1) case study question. Answer is to be written in the Answer Booklet provided.**
2. Candidates are not allowed to bring any unauthorised 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 = 3 (Including the cover page)**

**PART A (60 marks) Answer all FOUR (4) short answer structured questions supported with decided cases.**

**Answers are to be written in the Answer Booklet provided.**

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1. (a) Explain the term “unfair dismissal” and the rights of an employee upon unfair dismissal.  

(5 marks)

  
(b) Briefly explain the employer duties to provide a safe working environment and safety equipment for the employees under the Occupational Health and Safety Act 1994.  

(10 marks)
2. Name three (3) duties of an agent to the principal.  

(15 marks)
3. Meat Excellence Sdn. Bhd. purchased a consignment on fresh salmon from Norway, which arrived marked as “Sweden Premier Salmon”. Meat Excellence Sdn. Bhd. immediately instruct their senior production managers to alter the labels on the fresh salmon to make it clear that they were from Norway. One senior production manager failed to do so. Has Meat Excellence Sdn. Bhd. breached any section of the Trade Descriptions Act 2011?  

(15 marks)
4. (a) Famous Crane Sdn. Bhd. has agreed to sell their crane to Intel Contractor Sdn. Bhd. for their projects in property development. Famous Crane Sdn. Bhd. has given an undertaking that the crane is able to lift heavy materials up to 1,200 tons. Intel Contractor Sdn. Bhd. discovered later that the crane was unable to meet the specification of lifting materials up to 1,200 tons. Advise Intel Contractor Sdn. Bhd. as to whether Famous Crane Sdn. Bhd has breached the Sale of Goods Act 1957.  

(8 marks)

  
(b) In the event that there is a breach of contract under the Sale of Goods Act 1957 by Famous Crane Sdn. Bhd, advise Intel Contractor Sdn. Bhd. any (2) remedies available to them under the Sale of Goods Act 1957.  

(7 marks)

**End of Part A**

**PART B (40 marks)    Answer ONE (1) case study question supported with decided cases. Answer is to be written in the Answer Booklet provided.**

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1.    Ali, Ahmad and Chong have decided to form a partnership business for selling books.
- (a) Chong decided one day to purchase a sports car worth RM500,000.00 under the partnership. When both Ali and Ahmad discovered the purchase by Chong, they were furious. Advise Ali and Ahmad whether the partnership is bound by the said purchase?  
(25 marks)
- (b) Ali and Ahmad decides to form a new partnership. Advise them on the legal principles concerning the following:-
- (i)    The minimum and maximum number of partners in the firm;
  - (ii)   Whether a written partnership agreement is necessary;
  - (iii)   Registration of the firm, if necessary;
  - (iv)   Whether the partnership is a legal entity;
  - (v)   Each partner's liability for debts.
- (15 marks)

End of Exam Paper