



FACULTY OF BUSINESS

FINAL EXAMINATION

Student ID (in Figures) :

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Student ID (in Words) : _____

Course Code & Name : **LAW1323 LEGAL ASPECTS FOR HOSPITALITY & TOURISM**
 Trimester & Year : September - December 2023
 Lecturer/Examiner : Ms Amalina Mustaffa
 Duration : 2 Hours

INSTRUCTIONS TO CANDIDATES

1. **This question paper consists of:**
 Part A: 50 marks : FIVE (5) structured questions. Answer ALL questions.
 Part B : 50 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 = 5 (including the cover page)

PART A : FIVE (5) STRUCTURED QUESTIONS. EACH QUESTION CARRIES 10 MARKS.

INSTRUCTION(S): ANSWER ALL QUESTIONS (50 MARKS)

Question 1

Identify whether each of the following is an offer or an invitation to treat.

- a) A kilogram of melon will cost RM2.90.
- b) "I will clean your room on Saturday and Sunday in December for RM250.00 a day."
- c) "Enjoy 50% discounts at our beauty salon during this festive season."
- d) Special meals are being offered at Nara Restaurant in April.
- e) Sam sticks a price tag: "1 for RM3.00, Get 2 for RM5.00" for the cupcakes displayed in a cake chiller at his bakery.

Question 2

A hotel owes its guest a duty of care. Explain.

Question 3

Explain what contract is and the elements of voidable contract provided under the Contracts Act 1950.

Question 4

Eco Wood Enterprise enters into a contract to sell antique furniture to CDE Sdn Bhd. However, the furniture was destroyed in a flash flood. Decide whether there is a contract between them.

Question 5

Differentiate between contract of service and contract for services and explain why it is important to distinguish the two types of contract. Provide **ONE (1)** example for each type of contract.

END OF PART A

PART B : THREE (3) ESSAY QUESTIONS. EACH QUESTION CARRIES 25 MARKS.
INSTRUCTION(S) : ANSWER ONLY TWO (2) QUESTIONS (50 MARKS)

Question 1

- a) Illustrate by way of drawing the hierarchy of Court in Malaysia.
- b) Explain **TWO (2)** jurisdictions for each court.

Question 2

Adam and Anastasia are siblings. Last year, Anastasia obtained 9As in her SPM examination and she is currently a first-year student at the School of Law at the University of Malaya, Kuala Lumpur. Adam is 4 years younger than Anastasia and a very bright student. He is always on top of his class in academic as well as in sports. Their parents had passed away in an air crash 5 years prior. Since the death of their parents, both Adam and Anastasia live with their wealthy grandfather, Datuk Argus. One day, Datuk Argus was rushed to Pandai Hospital for severe lung infections. Doctors at Pandai Hospital suggested for Datuk Argus to be intubated. However, Datuk Argus refused to be intubated as he was negotiating an important sale of a land in Subang Jaya. Unfortunately, Datuk Argus conditions deteriorate, and doctors insist for Datuk Argus to be intubated as soon as possible. Adam was aware of the negotiation and promised to help his grandfather. Adam later enters into a RM2 million land contract with Menara Tinggi Sdn Bhd. Discuss as to the validity of the contract.

Question 3

Discuss whether the following practices as regards to the certification of halal food are lawful.

- a. Sedap Sangat Sdn Bhd was the importer of mutton from India. The mutton was certified as halal by an Indian halal certification authority. However, that authority is not recognized by the Department of Islamic Development Malaysia (JAKIM).
- b. Best Foods Sdn Bhd was a fruit jam producer. It obtained halal certification in respect of all its food products. However, after the pandemic, Best Foods purchased the gelatin used in the fruit jam from a different supplier. The gelatin was stated as derived from bovine, and not certified as halal.
- c. Omega Sdn Bhd processes fish products. The management of Omega did not think that its products could possibly be non-halal and had not bothered to obtain halal certification. Instead, Omega ordered a halal logo sticker from a printing shop in Kepong and put the halal logo on all its products. Omega advertised its product as halal.

END OF EXAM

**APPENDIX
CASE LIST**

A

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
De Francesco v Barnum [1890] 45 ChD 430
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
Gilford Motors Co. v Horne [1933] Ch. 935
Gov. of Malaysia v Gurcharan Singh & Ors [1971]
1 MLJ 211

L

Lee Chin Kok v Jasmin Arunthuthu Allegakoen &
Ors [2000] 4 MLJ 481
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

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
Raffles v Wichelhaus (1864) 2 Hurl & C 906
Re Bugle Press Ltd. [1961] Ch.270
Re Tan Soh Sim & Ors v Tan Saw Keow [1951]
MLJ 21
Roberts v Gray [1913] 1 KB 520
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

H

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

K

Kam Mah Theatre Sdn Bhd v Tan Lay Soon
Kepong Prospecting Ltd v Schmidt [1968] 1 MLJ
170
Kerpu Singh v Bariam Singh [1966] 1 MLJ 38

T

Tan Hee Juan v The Boon Keat [1934] MLJ 96
Taylor & Caldwell [1863] EWHC QB 11
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
Woon Yoke Lin v. United Estate Projects Berhad
[1998] 4 AMR 4052