Private & Confidential

FACULTY OF BUSINESS

FINAL EXAMINATION

Student ID (in Figures)	:													

Student ID (in Words) : _____

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Course Code & Name	:	**LAW1333 LEGAL ASPECTS FOR BUSINESS**
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 = 6 (including the cover page)

PART A : FIVE (5) STRUCTURED QUESTIONS. EACH QUESTION CARRIES 10 MARKS.
INSTRUCTION(S): ANSWER ALL QUESTIONS (50 MARKS)

Question 1

Explain the differences between written and unwritten law.

Question 2

Discuss **FIVE (5)** differences between partnership and company.

Question 3

It is presumed that all agreements are contracts if they are made with free consent of parties. Explain the exceptions to the presumption.

Question 4

Explain how a contract can be discharged by frustration.

Question 5

Explain the following on law of agency:

a) Principal

b) Agent

c) Third party

d) Agency by necessity

e) Agency by ratification

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

Megan was reading a newspaper and saw an advertisement below. She calls the number on the advertisement but she was told that the tour packages were sold out. Megan was furious as she had promised her daughter a trip to Sabah during the school holidays. She felt that Keramat Kinabalu Travel & Tour had put up a false and misleading advertisement. Megan insisted that Keramat Kinabalu Travel & Tour to honour their promise.
Advise Megan.

Question 2

a) Illustrate by way of drawing the hierarchy of Court in Malaysia.

b) Explain **TWO (2)** jurisdictions for each court.

Question 3

Explain the essential elements that must be fulfilled in order to form a valid contract.

a) Rose received a magazine by post from a publisher with a note saying that unless the magazine was returned within fourteen days, it would be assumed that the recipient had subscribe the magazine for RM60.00 a month. Advise Rose.

b) Discuss the length of statutory minimum notice to be given by an employer with respect to Section 12 (2) of the Employment Act 1955 when the employer decides to terminate the employment contract of an employee.

c) Yong worked as a Chef at Yama Restaurant. One day, a customer – Bai, ordered a beef bento set from the restaurant. As Yong was preparing the beef, he noticed that the colour of the beef was rather dull and the beef smelled unpleasant. However, Yong did not inform the Head Chef or other kitchen staff about it. Yong then used the beef to prepare the beef bento set ordered by Bai. Unfortunately, Bai suffered severe food poisoning later that afternoon. Bai experienced chronic stomach pain and diarrhea. Her mother had rushed her to the hospital and the doctor confirmed that the cause of her illness was the beef dish she had earlier. Explain as whether Yama Restaurant is liable to Bai.

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
DHN Food Distributors Ltd. v Tower Hamlets London Borough Council [1976]3AIIER462
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
Rothfield v North British Hotel [1920] SC805

S
Salomon v A. Salomon & Co. Ltd [1897] AC 22
Shim Fatt v Leila Bus Road Co. [1957] SCR 3
Sathu v Hawthornden Rubber Estate Co Ltd (1961) MLJ 318
Smith, Stone & Knight Ltd. v Birmingham Corporation [1939]4 AIIER 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 v Caldwell [1863] EWHC QB J1

Tinn v Hoffman Co. [1873] 29 LT 271

Tesco Supermarkets Ltd. v Nattrass [1972] AC 153

Trollope & Colls Ltd v Atomic Power Constructions Ltd [1962] 3 All ER 1035

Tan Teck Hee v Cheng Tian Peng [1915]2 F.M.S.L.R.161

Tan Ching Cheang v Estate Trust Agencies (1926) Ltd. [1932] F.M.S.L.R.129

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