



FACULTY OF BUSINESS

FINAL EXAMINATION

Student ID (in Figures) :

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Student ID (in Words) : _____

Course Code & Name : **LAW1523 LEGAL ASPECT FOR HOSPITALITY & TOURISM**
 Trimester & Year : September – December 2023
 Lecturer/Examiner : Ms Amalina Mustaffa
 Duration : 3 Hours

INSTRUCTIONS TO CANDIDATES

1. This question paper consists of:
 Part A: 60 marks : **FOUR (4) 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 = 8 (including the cover page)

Question 1

Mimi loves strawberry and she starts selling homemade strawberry jam to friends and families after graduating from BYC College. One day, a friend introduced Mimi to Jenny, a pretty age 30 year-old who owns a bakery call Yu My Honey Honey Bakery (YMHHB). Jenny offers Mimi a contract to supply one hundred jars of strawberry jam to YMHHB every Friday starting 1st October 2023. Since 1st October 2023, Mimi never failed to supply the strawberry jams for three months until one Friday, Mimi did not send any strawberry jams to YMHHB. As the owner of YMHHB, Jenny have tried calling Mimi and was later informed that she had left for Tokyo Disneyland on Thursday. Jenny was angry at Mimi as she left without informing her about it.

- a. State the offence committed by Mimi. (2 marks)
- b. Jenny comes to you for advice. Advise her as to the possible remedy. (3 marks)
- c. Jenny is also under a certain kind of duty while claiming for the above remedy. Name that duty and support your answer with one case law. (5 marks)

Question 2

On February 30th at 10.00am, a team of 'health officers' lead by Dr. Shamu arrived at the Monsoon Boat Restaurant. The restaurant only sells cooked seafood dishes such as fish, crab, eel and prawns. Mah Boon, the owner of the restaurant was also there. He was having his breakfast - *nasi lemak* which he bought from Sally's stall next door. Dr. Shamu showed his authorization cards and informed Mah Boon that they will proceed to inspect Monsoon Boat Restaurant kitchen, utensils, the refrigerator, raw food stuff, as well as cooked food due to reports by several customers who had eaten at the restaurant suffered food poisoning and was hospitalized. The team took food samples and insisted on taking one meat grinder with them. The health officers also asked employees various questions without Mah Boon permission. The health officers said that the restaurant would be fined, since most of the employees have not undergone 'cleanliness training.' On top of that, one of the 'health officer' – Dr Shah saw a *halal* logo displayed near the cashier. When asked by Dr Shah whether the restaurant has the permission to display the *halal* logo in the premise, Mah Boon said that he did not think that seafood dishes could possibly be non-halal and therefore had not bothered to obtain the *halal* certification. Mah Boon also explained to Dr Shah that he printed the *halal* logo himself.

Answer the following questions with specific provisions in the Food Act 1983.

- a. Who were these 'health officers'? Were they allowed to inspect Monsoon Boat Restaurant? (2 marks)
- b. Did the officers have the power to take food sample and the meat grinder? (6 marks)
- c. Were the officers allowed to question the employees? (4 marks)
- d. What was the 'cleanliness training' referring to? (2 marks)

e. Discuss the status of 'halal' logo used by Monsoon Boat Restaurant.

(6 marks)

Question 3

Alisha Pratomo Sasrowijayan had always wanted to visit Kuala Lumpur. One day, she bought a round trip ticket from EMAS Airline which costs her RM2,500.00 from Jakarta to Kuala Lumpur. While in Kuala Lumpur, Alisha had booked a room for seven days at Hotel Manika which is located at Jalan Chow Kit. Alisha will be travelling to Melaka on the eight days and will be staying at Joker Jonker Hotel located at Jambatan Pasar Street. On her second day of stay at Hotel Manika, Alisha was trying to close the window of the room when the window glass broken and injured her hand. She was rushed to the Kuala Lumpur General Hospital and was treated for the cuts on her hand and fingers. When she came to back from the hospital, the hotel management had given her a different room with beautiful scenery of the Kuala Lumpur City Centre Tower (KLCC Tower). She was thrilled but at the same time could not enjoy her holidays as the wound on her fingers were deep and massive. Later, Alisha was informed by one of the house keeper– Suzie, that the previous was a spare room at the hotel and the room has not been occupied by guests since the last pandemic. Suzie also told Alisha that she heard from the hotel security staff that the adhesive around the window panel in the room was old and decayed, defects that could easily have been ascertained by reasonable inspection. Alisha was feeling angry upon hearing the story and decided to file a legal action against Hotel Manika. Explain to Alisha the liability of the hotel.

(10 marks)

Question 4

Datuk Ahmad owns a successful food-chain restaurant called Pedas Crispy Chicken under Maju Holdings in Kuala Lumpur. Last August, while on a business trip in Paddington, London, he suffered mild stroke resulting in some restricted physical abilities. Since then, Datuk Ahmad had decided to live in Switzerland where he owns three restaurants selling Malaysia food. After several months of thinking, he now wishes to sell his business to his cousin - Datuk Salim. Datuk Salim is the owner of Megah Holdings who operates eco-resorts tourism business in Kuala Kubu Baru Selangor for RM3 million. On 20th April 2023 Datuk Ahmad wrote an official letter to Datuk Salim stating that if he agrees with the offer and responds through a letter of acceptance within seven (7) days, the business will be sold to him. Datuk Salim was thrilled by the offer and decided to accept the offer on 22nd April 2023. He wrote the letter of acceptance on 23rd April 2023 and posted the letter on the same day.

- a. Assume that Datuk Ahmad decided to revoke his letter of offer, decide when he is permitted to do so under the law of contract. (5 marks)
- b. Assume that Datuk Ahmad received the letter of acceptance on 25th April 2023 and Datuk Salim wants to revoke his letter of acceptance. When is he allowed to do so? (5 marks)
- c. Assume that Salim Datuk Salim sent a letter to cancel the letter of acceptance on 24th April 2023. Both the letter of acceptance and revocation of acceptance reached Datuk Ahmad on 26th April 2023. Decide whether there is a binding contract between the parties. (5 marks)
- d. Assume that the letter of acceptance was made by Salim through the fax machine and the message was left at Datuk Ahmad machine. Unfortunately, Datuk Ahmad's 4-year-old grandson - Adam tore the paper on the fax machine containing Datuk Salim message, crumpled it into a ball

and later threw it into the bin. Unaware of Datuk Salim acceptance, Datuk Ahmad sold the business to Datin Suri. Datuk Salim, however, insisted on buying the business. (5 marks)

Advise Datuk Ahmad.

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

Answer any **TWO (2)** from the following questions:

- a) Allan was instructed by his employer, Tan to carry a consignment of fruits and vegetables from Cameron Highland to Penang. The lorry that he was driving was badly damaged when it was involved in a road accident near Butterworth. Since he needs to wait for two days for the lorry to be repaired, Allan sold the fruits and vegetables for half of its price. When Tan discovered what had happened, he refused to accept the action taken by Allan and he wants to claim the loss against Allan. Advise Tan.
- b) Zack was authorized by Annuar to buy a van for his business which does not exceed RM100,000. Later, Zack went to Lim Motors Sdn Bhd and ordered a van costing RM150,000. A week later, Lim Motors delivered the van to Annuar. Annuar came to seek your advice.
- c) Datin Sue instructed her agent Kat Kit to manage a construction of her bungalow in Bukit Merah. Datin Sue promised to pay Kat Kit RM30,000 as commission. Unknown to Datin Sue, Kat Kit also received RM10,000 from Maju Construction, a contractor who built the house. Datin Sue discovered this and seeks your advice on her rights. Advise Datin Sue.

Question 2

Explain whether Shah is required by the law of contract to fulfil his promise in the following situations. You must support your answer with related provisions in the act as well as case(s).

- a. Shah promises Leo to sell him an expensive Patek Philippe watch for RM100.00.
- b. Shah returns home and finds Ram had washed and waxed his Maserati car. Shah promised to pay Ram RM300.00 for the work done.
- c. Shah promised to release Ming from a debt of RM500.00 if Ming pays him RM400.00
- d. Shah promised to take his daughter to the Berjaya Theme Park if she does her homework. Is there a valid agreement?

Question 3

Piper, Prue and Phoebe are sisters and they have three elder brothers – John, Johnny and Jonathan. All of them grew up together in a huge house in Jalan Negeri Sembilan, Federal Hill Kuala Lumpur. Their mother – Madam Maria is a school principle and their father – Ir. Joshua works for Juta Airlines Sdn Bhd as a Senior Chief Flight Engineer. As the eldest of three sisters, Piper enjoy cooking for her family and siblings. One day, Prue suggested to Piper that she should start a food catering business.

All three sisters were thrilled with the idea and agreed orally to operate their business as joint ventures though there was no written agreement. Furthermore, the youngest sister- Phoebe just graduated from a prestigious culinary university - BYC International Culinary University in Kuala Lumpur, majoring in Malaysian dishes. In September, Prue rented a corner shop at Cinta Mall Subang Jaya from Mr Brady. She then transferred the two months' rental amount in advance worth RM15,000.00 to Mr Brady via online banking from her own saving account. Piper also spent RM30,000 in purchasing raw materials and catering equipment for their business which she paid from her personal Malayan Tiger Banking saving account. Phoebe also made a purchase of one thousand canned of sardines from Mr Rama worth RM20,000. Phoebe instructed Mr Rama to deliver the sardines to their shop at Cinta Mall. Phoebe however, never make any payment for the sardines. They finally opened a joint banking account at TipuDaya Bank Berhad in October in order to keep track of their business spending. In November 11, Phoebe finally registered their business as partnership at The Companies Commission of Malaysia (SSM).

Right after the delivery of the sardines by Mr Rama, Phoebe prepared some cooked sardines for a food testing event. It turned out that the sardines were bad and one of the food tester participant - Lenny became seriously ill and was hospitalized. Lenny wants to sue Piper for negligence, instead of Phoebe. Piper just came back from her one-week holiday in Saville, Spain and had no knowledge of the incident.

A month had passed but Mr Rama have not received any payment from Phoebe for the sardines. Mr Rama now demanded that the other two sisters – Piper and Prue the amount owed by Phoebe. However, Piper and Prue refused to pay Mr Rama as the amount was ridiculously high and because it was purchase before the registration of partnership.

With reference to decide cases and the Partnership Act 1961, advise Mr Rama and Lenny.

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 Carboloc 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
Gilford 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
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 Spanish Prospecting Co. Ltd. [1911]1 Ch 92
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
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

I**J**

Jones v Lipman [1962] 1 WLR 832

K

Kabatan 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 Nattrass [1972] AC 153
Trollope & Colls Ltd v Atomic Power Constructions Ltd
[1962] 3 All ER 1035

U**V****W**

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

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