



FACULTY OF BUSINESS

FINAL EXAMINATION

Student ID (in Figures) :

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Student ID (in Words) : _____

Course Code & Name : **LAW1333 LEGAL ASPECTS FOR BUSINESS**
 Trimester & Year : September - December 2024
 Lecturer/Examiner : Ms Amalina Mustaffa
 Duration : 2 Hours

INSTRUCTIONS TO CANDIDATES

1. This question paper consists of:
 Part A: 50 marks : **FOUR (4) 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 : FOUR (4) STRUCTURED QUESTIONS. EACH QUESTION CARRIES 10 MARKS.
INSTRUCTION(S): ANSWER ALL QUESTIONS (50 MARKS)

Question 1

Abdul is using 40% of durian flesh in the ingredients for his durian crepe business. The durian was supplied to him by Ah Chun, a durian importer in Perlis. All durian crepe made by Abdul's factory is manufactured by his factory located in Melaka. The crepe will be sent to Singapore daily. Abdul is planning to use one of the logo but he is unsure of which logo to use for his product. Advise Abdul. (10 marks)



Question 2

Chi was instructed by Kut to transport fruits and vegetables from Cameron Highland to Penang. A trailer carrying concrete slab bound to Perlis had hit Chi's lorry near the Kedah – Penang State Border. The driver of the trailer, Teh, was not injured in the accident, however, Chi's lorry was badly damaged and Chi has to wait 3 days for the lorry to be repaired. Chi decided to sell the fruits and vegetables for half of the price. When Kut discovered what had happened, he refused to accept the action taken by Chi and he wants to claims the loss against Chi. Advise Kut. (14 marks)

Question 3

Jim and Tom are planning to form a partnership. As a lawyer, advise them on the legal principles concerning the following:

- i. the minimum and maximum number of partners in the firm
- ii. whether written partnership is necessary
- iii. registration of the firm, if necessary
- iv. each partner's liability on debts
- v. whether the partnership is a separate legal entity (15 marks)

Question 4

For an agreement to be a contract, there must be intention between the parties that they want to enter into a legal relationship. Explain the types of relationship in contract and provide **ONE (1)** decided case in each type. (11 marks)

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

Describe the relationship between principal, agent and a third party and explain **FIVE (5)** duties of an agent to a principle.

Question 2

An employment contract may be terminated when an employee reaches the retirement age as well as when an employee resigns. However, an employer can terminate an employment contract of the employee at any given time. Discuss the circumstances when an employer can terminate an employment contract of an employee by way of closure of business, retrenchment, poor performance and misconduct.

Question 3

Megan was reading a newspaper and saw an advertisement below. She called the number on the advertisement but 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 must honour their promise. Advise Megan.

The advertisement is for a 'DAY TRIP TO KUNDASANG 3 DAYS 2 NIGHT'. It features a scenic background of mountains and a road. The text includes:

- BOOK NOW** (in a blue brushstroke box)
- DAY TRIP TO KUNDASANG 3 DAYS 2 NIGHT**
- INCLUSIVE**
- ROOM FOR 2 NIGHTS
- AIRPORT SHUTTLE (RETURN)
- ENTRANCE FEE DESA FARM
- TRANSPORTATION & DRIVER TO KUNDASANG (RETURN)
- VISIT OUR SOCIAL MEDIA @KERAMAT KINABALU TRAVEL AND TOUR**
- MORE INFORMATIONS CALL US ZAC- 016 3600 880**

END OF EXAM

**APPENDIX
CASE LIST**

A

Aspatra Sdn. Bhd. v Bank Bumiputra Malaysia [1988]MLJ 97
Andrew Ramsay & Co [1903] 2 KB 635

B

Brett v JS & His Wife(1600) 79 ER 9 & 7
Brown B Brant [1902] 1 KB 696
Balfour v Balfour (1919) 2 KB 571

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]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
Lim Keng Siong v Teo Ah Tee (1983) 2 MLJ 39
Loh Kwan Moi & Ors v Ramli bin Jamil & Ors & Government of Malaysia (1984) 1 MLJ 46

M

Mahesan v Malaysian Govt Officers Co-operation Housing Society Ltd
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 AllER 116

Great Northern Railway Co. v Swafield [1974] LR 9 Ex 132

H

Harry Parker Ltd v Mason [1940] 2 KB 590

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

Keppel v Wheeler [1927] 1 KB 577

T

Tan Hee Juan v The Boon Keat [1934] MLJ 96

Tan Kiong Hwa v Andrew S A Chong [1974] 2 MLJ 188

Taylor v Caldwell [1863] EWHC QB J1

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

Takaful Nasional Berhad v Nooraizan bt Mohd

Tahir & Anor [2012] 2 AMR 764

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

Turpin v Bilton [1843] 5 M & G.455

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