



FACULTY OF BUSINESS

FINAL EXAMINATION

Student ID (in Figures) :

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Student ID (in Words) : _____

Course Code & Name : **LAW1523 LEGAL ASPECTS FOR HOSPITALITY & TOURISM**
 Trimester & Year : September – December 2024
 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 = 6 (including the cover page)

PART A : FOUR (4) STRUCTURED QUESTIONS (SHORT ANSWERS)

INSTRUCTION(S) : ANSWER ALL QUESTIONS.

(60 MARKS)

Question 1

- a) *Novus actus interveniens* will break the chain of causation between a tortious act and the damage suffered by the victim: any damage occurring after the event which constituted *novus* will be regarded as too remote.

Discuss the above statement.

(10 marks)

- b) Determine whether the following act constitutes *nova causa interveniens*:

The first defendant (D1) drove negligently and his car overturned in a one-way tunnel. The second defendant (D2) was a police inspector who attended the crime scene. An order from the Head of the Police required the police inspector to close the tunnel to traffic immediately. D2 forgot to close the tunnel and he instructed the P - a police constable on motorcycle - to drive against the flow of the traffic in order to close the tunnel. The P was hit by an oncoming car.

(5 marks)

Question 2

Explain the steps for repossession under the Hire Purchase Act 1967.

(15 marks)

Question 3

- a) Datuk Ramu intends to transfer his bungalow in Langgak Tunku to his only daughter Sheila as a birthday present on her 21st birthday. However, Datuk Ramu is worried since there is no consideration for the transfer, the transfer may be void by virtue of section 26 of the Contracts Act 1950. Datuk Ramu comes to you for advice. (5 marks)

- b) Man was instructed by Tan to carry fruits and vegetables from Tanah Tinggi Lojing to Kuala Lumpur. A trailer carrying concrete slab bound for Rawang had hit Man's lorry near the Lipis. The driver of the trailer- Lan, was not injured in the accident, however, Man's lorry was badly damaged and Man needed 3 days for the lorry to be repaired. Man decided to sell the fruits and vegetables for half price. When Tan discovered what had happened, he refused to accept the action taken by Man and he wants to claim the loss against Man. Advise Tan. (5 marks)

- c) San, Sim and Sam have decided to form a partnership business selling shoes and all three have agreed to exclude Sam from sharing any profit. Is Sam a partner? (5 marks)

Question 4

- a) Describe the relationship between principal, agent and a third party. (5 marks)

- b) Explain **FIVE (5)** duties of an agent to a principal. (10 marks)

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

Joe is a licensed tourist guide. He had worked for Maju Holidays (MH) in Pangkor Island for 3 years and 8 months. By May 2024, five serious complaints had been filed against him by clients. Among other complaints, the clients stated that Joe was rude, unhelpful, selfish and dishonest. Just last week, a group of tour members complained to MH that at one destination, Joe told the tour members to return to the bus at 2.00 pm but he did not appear until 3.30 pm. The trip itinerary was disrupted due to Joe's lateness. MH has given Joe one month's notice of termination but the employment contract was silent on this matter. Joe was furious and seek your advice.

Question 2

Rosnah went to Restaurant Ahmad for lunch and ordered a set of chicken rice for RM10.00 as well as a glass of orange juice for RM8.50 from the menu. After drinking the juice, she noticed that the juice was made from a concentrated flavored syrup. She complained to the waiter as she expected the orange juice to be made from real oranges. The waiter, however, refused to provide her with another orange juice as the waiter claimed that the one given to her was the right one she had ordered.

When Rosnah was done with her lunch and as she walked towards the cashier, she passed by several food vendors in the restaurant. To her surprise, there was a 'non-halal' sticker at the food station selling beef noodle (refer to *Picture 1* below) in the restaurant.

Discuss the situation above with regards to Food Act 1983 and Trade Description (definition of Halal) Order 2011.



Picture 1

Question 3

Sam is the owner of Sewing Sisters Sdn Bhd. One of his employees - Nina, complaint to Sam that she had been sexually harassed by her supervisor – Paul, in the office gym. As the owner of Sewing Sisters Sdn Bhd, Sam viewed this as a serious misconduct, and Sam immediately reported the allegation to the Human Resource Manager, recommending for Paul to be dismissed immediately.

Before the incident, Nina had sold five sewing machines to Puan Lai for her sewing club. Puan Lai entered into a 15-month instalment agreement with Sewing Sisters Sdn Bhd. All five sewing machines were delivered to Puan Lai’s club the next day. However, three out of five sewing machines were not sewing the pieces of clothes together. The three sewing machines merely made holes in the cloth.

Meanwhile, Sam was feeling agitated when Makcik Jahit Sdn Bhd set up a business selling sewing supplies three doors away from his store. Sam engaged Kapak Tajam to sabotage the store by setting it on fire. Joe promised Kapak Tajam some amount of money after the job was done. Unfortunately, Kapak Tajam was caught in action by the nightguard. Makcik Jahit Sdn Bhd later successfully sued Kapak Tajam for RM200,000.00. Kapak Tajam paid the amount and now he wants to recover the amount paid to Makcik Jahit Sdn Bhd from Sam as well as all his legal expenses incurred during the trial.

Advice Puan Lai and Kapak Tajam.

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

Carmichael v Evans [1904] 1 Ch. 486
Carlill v Carbolic Smoke Ball Co [1893] 1 QB 256
Caparo Industries PLC v Dickman [1990] UKHL 2
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
Essel v Hayward [1860] 30 Beav. 158

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
Gill v El Vino Co Ltd (1983)
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
Lee Choo Yam Holdings Sdn Bhd & Ors v Khoo Yoke Wah & Ors [1990] 2 MLJ 431
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

Pinkerton v Woodward (1867)
Pinnel's case (1602) 77 ER 237
Phang Brothers Motors Sdn Bhd v Lee Aik Seng (1978) 1 MLJ 179
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
R v Higgins (1948)
R v Ivens (1835) 7 C. & P. 213
R v Kupfer [1915] 12 KB 321
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
Robins & Co v Gray (1895)
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
Snow v Milford [1868] 16 W.R 654
Soh Hood Beng v Khoo Chye Neo [1897] 4 SSLR 155

H

Hamlyn v John Houston and Co [1903] 1 KB 81.
Ho Kam Phaw v Fam Sin Nin [1998] 3 CLJ 708
Hong Leong Finance Bhd v Rajandram (1998) 7 MLJ 409
Hotel Jaya Puri Bhd. v National Union or Hotel, Bar and Restaurant [1980] 1 MLJ 109

J

J.M.M Lewis & Ors v W.E Balasingan [1974] 1 MLJ 133
Jones v Lipman [1962] 1 WLR 832
Jones v Noy [1833] 2 M&K 125

K

Kabatan Timber Extraction Co v Chong Fah Shing [1969] 2 MLJ 6
Kam Mah Theatre Sdn Bhd v Tan Lay Soon
Keighley Maxted & Co 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

Subramaniam Chettiar v Kader Mastan [1934] Vol III FMSR 14

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 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
Winkworth v Raven (1931) 1 K. B. 652
Wong Peng Yuen v Senanayake [1962] 28 MLJ 204
Woon Yoke Lin v. United Estate Projects Berhad [1998] 4 AMR 4052