



**UNIVERSITI TUN HUSSEIN ONN MALAYSIA**

**FINAL EXAMINATION  
SEMESTER II  
SESSION 2015/2016**

COURSE NAME : BUSINESS LAW  
COURSE CODE : BPB 22903  
PROGRAMME : BPA / BPB  
EXAMINATION DATE : JUNE / JULY 2016  
DURATION : 2 HOURS AND 30 MINUTES  
INSTRUCTION : ANSWER ALL QUESTIONS

THIS QUESTION PAPER CONSISTS OF **THREE (3)** PAGES

# CONFIDENTIAL

BPB22903

- Q1** (a) Ah Moi got into difficulties while swimming in Sungai Kering and cried for help. Ah Seng heard the cry, took off his coat and dive in to save Ah Moi from drowning. Ah Moi who was full of gratitude to Ah Seng for saving her life promised him RM 1,000 to be paid within a month. However, after the expiry of the prescribed time, Ah Seng has yet to receive the payment.

Justify whether Ah Seng is entitled to the payment supported by relevant authorities.  
(10 marks)

- (b) Razak wrote a letter offering to sell his terrace house to Rashid for RM2.5 million on 1<sup>st</sup> January 2016. Rashid received the letter on 3<sup>rd</sup> January 2016. After discussing with his family, Rashid posted a letter accepting the offer on 4<sup>th</sup> January 2016. The letter was received by Razak on 5<sup>th</sup> January 2016. When returning home, one of Rashid's friends, Zahid showed an advertisement of a beautiful bungalow house at a price of RM 2 million. Being impressed with the advertisement, Rashid wrote a letter to Razak withdrawing his acceptance.

Discuss whether Rashid may withdraw his acceptance supported by relevant laws.  
(10 marks)

- (c) Discuss the principles of promissory estoppel supported by relevant cases.  
(12 marks)

- (d) Explain **FOUR (4)** types of remedies for a breach of contract.  
(8 marks)

- Q2** (a) Explain whether there is a partnership for the following cases;

- (i) Ah Peng, Tan and Lai have decided to jointly buy a premise with a view to letting it out. They also claim that they are partners and therefore are bound to each other.  
(5 marks)

- (ii) Nalla was appointed as a Manager of Human Resource by Karupan and Partners. As the Manager, he is entitled to a portion of profits in the form of shares of the company.  
(5 marks)

- (b) Every partner is liable jointly with the other partners for all debts and obligations of the firm incurred while he is a partner.

- (i) Discuss **THREE (3)** circumstances with which a partner and the other partners in a firm is jointly liable.  
(15 marks)

- (ii) Explain an exemption of the **Q2(b)(i)**.  
(5 marks)

**Q3** (a) Explain the following concept under the sale of goods law.

- (i) Definition of implied condition and warranty (5 marks)
- (ii) Right of lien holder (5 marks)
- (iii) Nemo dat quod non habet (5 marks)
- (iv) Caveat emptor (5 marks)

(b) Batik Ganu Store has been ordering silk and batik bearing a well-known trademark 'Anggun Batik' from Nur Kasih Batik Sdn. Bhd. their only supplier since 1980. In January 2016, Batik Ganu Store ordered crepe batik 'the same as our previous contracts'. Unfortunately, Nur Kasih Batik Sdn. Bhd. delivered the same quality but bore the different trademark 'Evergreen Batik'.

Advise Batik Ganu Store based on the above situation supported by relevant laws. (10 marks)

**-END OF QUESTIONS-**