



FINAL EXAMINATION

MARCH 2024

COURSE TITLE	INTRODUCTION TO BUSINESS LAW
COURSE CODE	RLAW1113
DATE/DAY	21 JUNE 2024 / FRIDAY
TIME/DURATION	03:00 PM - 05:00 PM / 02 Hour(s) 00 Minute(s)

INSTRUCTIONS TO CANDIDATES :

1. Please read the instruction under each section carefully.
2. Candidates are reminded not to bring into examination hall/room any form of written materials or electronic gadget except for stationery that is permitted by the invigilator.
3. Students who are caught breaching the Examination Rules and Regulation will be charged with an academic dishonesty and if found guilty of the offence, the maximum penalty is expulsion from the University.

(This Question Paper consists of 3 Printed Pages including front page)

DO NOT OPEN THE QUESTION PAPER UNTIL YOU ARE TOLD TO DO SO

This question paper consists of TWO (2) sections. Answer ALL questions in the answer booklet provided. [50 MARKS]

SECTION A

(30 Marks)

There are SEVEN (7) questions in this part. Answer ALL questions in the answer booklet.

1. Briefly define void contracts based on the Contracts Act 1950. (5 marks)
2. State FOUR (4) examples of voidable contracts. (4 marks)
3. Briefly discuss unilateral mistakes. Provide your answer with the relevant section and case law. (5 marks)
4. List FOUR (4) ways to discharge a contract. (4 marks)
5. State THREE (3) remedies for a breach of contracts. (3 marks)
6. List any FOUR (4) examples of goods as stipulated in the Sale of Goods Act 1957. (4 marks)
7. Briefly define sale by sample based on the Sale of Goods Act 1957. Support your answer with relevant case law. (5 marks)

SECTION B

(20 Marks)

There are TWO (2) questions in this part. Answer ALL questions in the answer booklet.

1. Hannah, a fresh graduate from UNIRAZAK recently got an offer as an executive in the marketing department of JK Holding Bhd, a real estate company. Her job requires her to travel all around Johor, and due to that she intends to buy a sports car. She calls her friend, Kamal who is a dealer in JJ Motor Bhd. She trusted Kamal's skills and judgments and transferred RM95,000.00 to Kamal. On the day of delivery, Hannah was shocked when the sports car she dreamt of ended up as Myvi's car.

Hannah seeks your advice on the following:-

- a) Define conditions as per the Sale of Goods Act 1957. (2 marks)
- b) What kind of breach of condition in Hannah's case? (2 marks)
- c) Can Hannah terminate the contract? Support your answer with relevant section(s) and case(s). (6 marks)

2. Alif, a computer science student at UNIRAZAK, had recently bought a computer notebook by a brand of MyBook from David for RM 3,500. Before the purchase, David informed Alif that the notebook was new and was of the 2023 model. In order to further convince Alif, David told him that the same model has been declared "the most secure personal computer" by a computer security research institute. On top of that, David also told Alif that if there were any technical defects, David would be responsible for the computer repair.

Soon after the purchase, the computer had a problem and could not function well. When contacted, David refused to take responsibility. When brought to a computer repair shop, Alif was shocked to know that the computer was actually manufactured in 2018 instead of 2023 and that the computer had been previously used by David for downloading materials from the internet. Alif wishes to rescind the contract and get his money back because he has been induced to contract by all the fraudulent representations made by David. Meanwhile, David argued that Alif cannot rescind the contract because he should have found out on his own about the model year.

Advise Alif on the following:-

- a) What is the issue in Alif's case? (1 mark)
- b) Explain the available legal principle(s) for this case. Support your answer with relevant section(s). (4 marks)
- c) Can the contract be terminated? Give your reasons. (5 marks)

*** END OF QUESTION PAPER ***