

SULIT



**BAHAGIAN PEPERIKSAAN DAN PENILAIAN
JABATAN PENDIDIKAN POLITEKNIK DAN KOLEJ KOMUNITI
KEMENTERIAN PENDIDIKAN MALAYSIA**

JABATAN PERDAGANGAN

PEPERIKSAAN AKHIR

SESI DISEMBER 2018

DPB3063: BUSINESS LAW

TARIKH : 14 APRIL 2019

MASA : 11.15 PAGI - 1.15 TENGAHARI (2 JAM)

Kertas ini mengandungi **Lima belas (15)** halaman bercetak.

Bahagian A: Objektif (25 soalan)

Bahagian B: Struktur (3 soalan)

Dokumen sokongan yang disertakan : Buku Akta

JANGAN BUKA KERTAS SOALAN INI SEHINGGA DIARAHKAN

(CLO yang tertera hanya sebagai rujukan)

SULIT

SECTION A: 25 MARKS
BAHAGIAN A: 25 MARKAH

INSTRUCTION:

This section consists of **TWENTY FIVE (25)** objective questions. Mark your answers in the OMR form provided.

ARAHAN:

Bahagian ini mengandungi DUA PULUH LIMA (25) soalan objektif. Tandakan jawapan anda di dalam borang OMR yang disediakan.

CLO1
C1

1. The party who is being sued in a civil case is known as _____.

Pihak yang disaman di dalam kes awam dikenali sebagai _____.

- A. defendant
defendan
- B. prosecutor
pendakwa
- C. plaintiff
plaintif
- D. accused
tertuduh

CLO1
C1

2. Select the **FALSE** statement from the following in reference to sources of Malaysian Law.

Pilih kenyataan yang SALAH berdasarkan sumber undang-undang di Malaysia.

- A. Subsidiary legislation is categorised under common law.
Undang-undang subsidiari dikategorikan di bawah 'common law'.
- B. Federal Constitution is the supreme law of the land.
Perlembagaan Persekutuan ialah undang-undang tertinggi negara.
- C. Equity is considered as a source of law under English law.
Ekuiti ialah sumber undang-undang di bawah undang-undang Inggeris.
- D. Islamic law was the law of the land before the colonisation.
Undang - undang Islam ialah undang-undang tertinggi sebelum penjajahan .

CLO1
C1

3. Which of the following is the highest court among the subordinate court?

Yang manakah antara berikut merupakan mahkamah paling tinggi di kalangan mahkamah rendah?

- A. Federal Court.
Mahkamah Persekutuan.
- B. Supreme Court.
Mahkamah Agung.
- C. Session Court.
Mahkamah Sesyen.
- D. High Court.
Mahkamah Tinggi.

CLO1
C1

4. _____ is the law that governs the relationship between individuals.

_____ *adalah undang-undang yang melibatkan hubungan antara individu.*

- A. Public law
Undang-undang Awam
- B. Private law
Undang-undang Persendirian
- C. Individual law
Undang-undang Individu
- D. Criminal law
Undang-undang Jenayah

CLO1
C1

5. English Law is categorized under _____.

Undang-undang Inggeris dikategorikan di bawah _____.

- A. written law
undang-undang bertulis
- B. unwritten law
undang-undang tidak bertulis
- C. public law
undang-undang awam

CLO1
C1

- D. private law
undang-undang persendirian

6. All of the followings are considered as private law **EXCEPT**_____.

Semua berikut adalah dianggap sebagai Undang-undang Persendirian
KECUALI_____.

- A. family law
undang-undang keluarga
- B. tort law
undang-undang tort
- C. constitutional law
undang-undang perlembagaan
- D. contract law
undang-undang kontrak

CLO1
C1

7. Which of the following is a type of law passed by the State Assembly?

Yang manakah antara berikut merupakan jenis undang-undang yang diluluskan oleh Dewan Undangan Negeri?

- A. Enactment.
Enakmen.
- B. Act.
Akta.
- C. By-law.
Undang-undang Kecil.
- D. Rules.
Peraturan.

CLO 2
C1

8. Which of the following is **NOT** the element of contract?

*Yang manakah antara pernyataan berikut **BUKAN** elemen kontrak?*

- A. Intention to create legal relation.
Niat untuk mengadakan hubungan yang sah di sisi undang-undang.
- B. Capacity to enter into contract.
Kapasiti untuk memasuki kontrak.

- C. Offer and acceptance.
Tawaran dan penerimaan.
- D. Written contract.
Kontrak bertulis.

CLO 2
C1

9. The leading case of Hyde v Wrench is related to _____.
Kes pendulu Hyde v Wrench adalah berkaitan dengan _____.

- A. intention to create legal relation
niat untuk mengadakan hubungan yang sah di sisi undang-undang
- B. counter offer
tawaran semula
- C. the lawful object
barang yang dibenarkan
- D. the legal formality
formaliti undang-undang

CLO 2
C1

10. Based on the law of contract, a contract made under fraud is a _____.
Berdasarkan undang-undang kontrak, sesuatu kontrak yang dibuat di bawah penipuan ialah _____.

- A. voidable contract
kontrak boleh batal
- B. void contract
kontrak yang batal
- C. valid contract
kontrak yang sah
- D. breach of contract
pecah kontrak

CLO 2
C2

11. An offer is effective when _____.
Sesuatu tawaran efektif apabila _____.

- A. the offeree accepts it
orang yang ditawarkan menerima

- B. the acceptance letter is posted
surat penerimaan dipos
- C. the offer letter is posted
surat tawaran dipos
- D. the offeree has knowledge of the offer
orang yang ditawarkan ada pengetahuan tentang tawaran

CLO 2
C2

12. A house is put on auction by Ali, a licensed auctioneer. The reserved price has been fixed at RM45,000. Under the law of contract, Ali is making _____.

Sebuah rumah dilelong oleh Ali, seorang pelelong berlesen. Harga permulaan telah ditetapkan RM45,000. Di bawah undang-undang kontrak, Ali sedang membuat _____.

- A. an acceptance
penerimaan
- B. an offer
tawaran
- C. an invitation to treat
mempelawa tawaran
- D. a counter-offer
tawaran semula

CLO 2
C2

13. Which of the following is **NOT** the element required in proving undue influence?

*Yang manakah antara berikut **BUKAN** elemen yang diperlukan untuk membuktikan pengaruh tak berpatutan?*

- A. Domination of the will from one of the parties unto the other.
Penguasaan kemahuan dari satu pihak terhadap yang lain.
- B. One party had real appoint authority over the other.
Satu pihak ada kelebihan terhadap pihak lain.
- C. One party obtain unfair advantage over the other.
Satu pihak memperolehi kelebihan yang tidak adil terhadap pihak lain.
- D. One party commit act forbidden by penal code.
Satu pihak melakukan perbuatan yang dilarang oleh Kanun Keseksaan.

CLO1
C2

14. There are three elements of consideration which are:

Terdapat tiga elemen timbal balas iaitu:

- i. Must be sufficient but need not to be adequate.
Mesti cukup tanpa perlu bersamaan.
 - ii. Consideration need not come from the promisee.
Timbal balas tidak perlu datang dari penerima.
 - iii. Pass consideration is a good consideration.
Timbal balas lepas adalah timbal balas yang diterima.
 - iv. Must be made on account of natural love and affection.
Perlu dibuat berdasarkan kasih sayang.
- A. i, ii and iii.
 - B. i, ii and iv.
 - C. ii, iii and iv.
 - D. i, ii, iii and iv.

CLO 2
C315. Which of the following is **NOT** the exception to the general rule of consideration?*Yang manakah antara pernyataan berikut **BUKAN** pengecualian kepada peraturan asas timbal balas?*

- A. Contract made on account of natural love and affection.
Kontrak dibuat atas dasar kasih sayang.
- B. Contract to compensate a past voluntary act.
Kontrak untuk menggantikan perbuatan sukarela masa lalu.
- C. Contract where the consideration is adequate.
Kontrak di mana timbal balas samarata.
- D. Contract to pay a statute-barred debt.
Kontrak untuk membayar hutang yang terhapus.

CLO 2
C3

16. Which of the following is considered as void contract?

Yang manakah antara berikut dikira sebagai kontrak yang terbatal?

- A. When consent to a contract is caused by coercion.
Apabila persetujuan disebabkan ugutan.
- B. When consent to a contract is caused by undue influence.
Apabila persetujuan disebabkan pengaruh.
- C. When consent to a contract is caused by fraud.
Apabila persetujuan disebabkan penipuan.
- D. When consent to a contract is caused by mistake on both parties.
Apabila persetujuan disebabkan kesilapan kedua belah pihak.

CLO 2
C1

17. The court of appeal in the precedent case of Cox v Coulson defined that _____.

Mahkamah Rayuan di dalam kes duluan Cox v Coulson memutuskan bahawa _____.

- A. partnership exists when there is business in common with a view of profit
perkongsian wujud bila ada perniagaan yang sama dengan harapan untuk mendapatkan keuntungan
- B. the sharing of gross returns does not itself create a partnership
berkongsi untung kasar tidak dengan sendirinya mewujudkan perkongsian
- C. sharing the nett profit is a prima facie evidence that they are partners
berkongsi untung bersih adalah bukti awal mereka sebagai rakan kongsi
- D. there was no intention that a partnership was to be established
tiada niat untuk membentuk perkongsian

CLO 2
C1

18. The effect of incorporation is _____.

Kesan pengkorporatan adalah _____.

- A. the company may own properties in the form of land only
syarikat boleh memiliki harta dalam bentuk hartanah sahaja
- B. the owner bears the liabilities of the company
pemilik menanggung liabiliti syarikat

- C. the company can sue and be sued on its own name
syarikat boleh menyaman dan disaman di atas namanya
- D. the death of one of the shareholders will wind up the company
kematian salah seorang pemegang saham akan menyebabkan syarikat dibubarkan

CLO 2
C2

19. Dispute among partners may be settled by _____.
Perselisihan antara rakan kongsi boleh diselesaikan dengan _____.

- A. majority decision if pertaining to the nature of the partnership business
keputusan majoriti jika berkaitan dengan asas perniagaan perkongsian
- B. majority decision if pertaining to change of partners
keputusan majoriti jika berkaitan pertukaran rakan kongsi
- C. consent of all partners if there is fatal issue to the partnership business
persetujuan semua rakan kongsi jika berkaitan isu penting terhadap perniagaan perkongsian
- D. consent of all partners to introduce apprentice to the business
persetujuan semua rakan kongsi untuk mengenalkan aperantis ke dalam perniagaan

CLO 2
C1

20. Agency by ratification exists in the following cases **EXCEPT**
*Agensi secara ratifikasi wujud di dalam kes-kes berikut **KECUALI***

- A. An agent who was duly appointed has exceeded his authority.
Seorang agen yang dilantik telah melangkaui kuasanya.
- B. A person who enter into partnership business.
Seorang masuk ke dalam perniagaan perkongsian.
- C. An agent who has no authority to act for the principal has acted as if he has the authority.
Seorang agen yang tiada kuasa untuk bertindak bagi pihak prinsipalnya bertindak seperti dia mempunyai kuasa.
- D. A principal later accepts and confirms a contract made by his agent without authority.
Seorang prinsipal kemudian menerima dan mengesahkan kontrak yang dibuat agennya tanpa kuasa.

CLO 2
C221. An agency may be terminated in the following ways **EXCEPT***Sesebuah agensi boleh dibubarkan melalui cara berikut **KECUALI***

- A. When the contract of agency has been performed.
Bila kontrak agensi selesai dilaksanakan
- B. When the agent or the principal move to another place
Bila agen atau prinsipal berpindah ke tempat lain
- C. When the agent or the principal becomes insane
Bila agen atau prinsipal menjadi tidak waras
- D. When the principal is made a bankrupt
Bila prinsipal menjadi muflis

CLO 2
C3

22. The legal maxim delegatus non potest delegare means _____.

Maxim undang-undang 'delegatus non potest delegare' bermaksud

- A. delegation of authority is valid with the principal's approval
penyerahan kuasa sah dengan kebenaran prinsipal
- B. delegate is the person who delegate the authority
penerima serahan kuasa ialah individu yang menyerahkan kuasa
- C. a delegate cannot delegate
penerima serahan kuasa tidak boleh menyerahkan kuasa
- D. a delegate can delegate if the custom permits
penerima serahan kuasa boleh menyerahkan kuasa jika adat membenarkan

CLO 2
C123. Which of the following is **NOT** "goods" under Sale of Goods Act 1957?*Yang manakah **BUKAN** "barangan" di bawah Akta Jualan Barangan 1957?*

- A. 1000 sacks of tea leaves.
1000 bungkus daun teh.
- B. 10 tons of bricks.
10 tan batu-bata.
- C. 100 pieces of RM1 note.
100 keping RM1.
- D. 10 packs of nasi lemak.
10 bungkus nasi lemak.

CLO 2
C2

24. The difference between a "sale" and "an agreement to sell" is _____.

Perbezaan antara 'jualan' dan 'perjanjian untuk menjual' ialah _____.

- A. the price of the goods
harga barangan
- B. the quantities of the goods to be supplied
kuantiti barang yang akan dibekalkan
- C. the time when the property in goods is transferred to the buyer
masa pindahmilik pemilikan barang kepada pembeli
- D. the qualities of the goods to be supplied
kualiti barang yang akan dibekalkan

CLO 2
C3

25. Izzah bought fried rice from Cafe Matahari. After eating the fried rice, she was hospitalized for food poisoning. A breach of implied term occurred is _____.

Izzah telah membeli nasi goreng dari Cafe Matahari. Selepas memakan nasi goreng, dia dimasukkan ke hospital kerana keracunan makanan. Berlaku pelanggaran syarat tersirat di sini iaitu _____.

- A. the goods must correspond with the description
barangan perlu mematuhi deskripsi
- B. the goods must correspond with the sample
barangan perlu mematuhi sampel
- C. the goods must be fit for particular purpose
barangan perlu bersesuaian dengan tujuan tertentu
- D. the goods must be of merchantable quality
barangan perlu berkualiti untuk diniagakan

SECTION B : 75 MARKS
BAHAGIAN B : 75 MARKAH

INSTRUCTION:

This section consists of **THREE (3)** structured questions. Answer **ALL** questions.

ARAHAN :

Bahagian ini mengandungi TIGA (3) soalan berstruktur. Jawab SEMUA soalan.

QUESTION 1

SOALAN 1

CLO2
C2

- a) Papa Zulu advertised in Utusan Hairan an offer of reward of RM1000 for the return of his little kitten. Achik read the advertisement. When Achik was on the way to work, he found the kitten. He recognized the kitten and returned it to Papa Zulu. Papa Zulu refused to give reward as advertised.

Papa Zulu mengiklankan tawaran hadiah RM1000 kepada sesiapa yang memulangkan anak kucingnya di dalam Utusan Hairan. Achik membaca iklan tersebut. Semasa Achik dalam perjalanan ke tempat kerja, dia menemui anak kucing tersebut dan memulangkan kepada Papa Zulu. Papa Zulu menolak untuk memberi hadiah seperti yang diiklankan.

- (i) Recognize an issue arises on the situation.

Kenalpasti satu isu terhadap situasi tersebut.

[2 marks]

[2 markah]

- (ii) Explain the relevant provision under Contract Act 1950.

Jelaskan peruntukan yang berkaitan di bawah Akta Kontrak 1950.

[4 marks]

[4 markah]

- (iii) Describe **ONE (1)** relevant case to support your answer.

Huraikan SATU (1) kes yang berkaitan untuk menyokong jawapan anda.

[6 marks]

[6 markah]

- (iv) Interpret your conclusion of the above issue.
Tafsirkan kesimpulan anda kepada isu di atas.

[3 marks]

[3 markah]

CLO2
C3

- b) According to section 14 of Contract Act 1950, consent is said to be free when it is not caused by some elements. Discuss **FOUR (4)** elements which caused a consent not to be free.

*Berdasarkan seksyen 14 Akta Kontrak 1950, kerelaan dianggap bebas jika sekiranya tidak disebabkan oleh beberapa elemen. Bincangkan **EMPAT (4)** elemen yang menyebabkan kerelaan dianggap tidak bebas.*

[10 marks]

[10 markah]

QUESTION 2

SOALAN 2

CLO2
C1

- a) Identify **TWO (2)** duties of partners in partnership
*Kenalpasti **DUA (2)** tanggungjawab-tanggungjawab pekongsi dalam perkongsian*

[4 marks]

[4 markah]

CLO2
C2

- b) Shafiq who runs a lorry transportation services was instructed by Nik to deliver some strawberry from Pahang to Johor. During the journey, one of the tyres burst. As a result, the lorry was skidded and hit a tree. Some of strawberries were damaged. Shafiq sold them at a very low price to passersby. The remaining strawberries which were not damaged were loaded onto his friend's lorry and transported to Johor.

Shafiq yang menyediakan servis pengangkutan lori diarahkan oleh Nik untuk menghantar strawberi dari Pahang ke Johor. Dalam perjalanan sebuah tayar

bocor menyebabkan lori terbabas dan melanggar pokok. Sebahagian strawberi rosak. Shafiq menjual dengan harga rendah kepada orang yang lalu-lalang di situ. Baki strawberi yang tidak rosak dimuatkan ke dalam lori sahabatnya dan dihantar ke Johor.

- (i) Explain the relevant provision under Contract Act 1950.

Jelaskan peruntukan yang berkaitan di bawah Akta Kontrak 1950.

[4 marks]

[4 markah]

- (ii) Describe **ONE (1)** relevant case to support your answer.

*Huraikan **SATU (1)** kes yang berkaitan untuk menyokong jawapan anda.*

[6 marks]

[6 markah]

- c) Discuss **FIVE (5)** duties of an agent to his principal with reference to the relevant provisions in Contracts Act 1950 or law cases.

*Bincangkan **LIMA (5)** tanggungjawab seorang agen kepada prinsipal dengan merujuk kepada peruntukan di dalam Akta Kontrak 1950 atau kes-kes undang-undang.*

[11 marks]

[11 markah]

CLO2
C3

QUESTION 3

SOALAN 3

CLO2
C1

- a) In relation to the sale of goods, define nemo dat quod non habet rule.

Berhubung dengan jualan barangan, definisikan peraturan nemo dat quod non habet.

[2 marks]

[2 markah]

CLO2
C2

- b) State and briefly explain any **FOUR (4)** exceptions to the nemo dat quod non habet rule.

*Berikan dan huraikan secara ringkas mana – mana **EMPAT (4)** pengecualian kepada peraturan nemo dat quod non habet*

[8 marks]

[8 markah]

CLO2
C3

- c) Discuss **FIVE (5)** implied conditions and warranties pertaining to sale of goods contract.

*Bincangkan **LIMA (5)** syarat dan waranti tersirat berkaitan kontrak jualan barangan.*

[15 marks]

[15 markah]

SOALAN TAMAT

