PEPERIKSAAN AKHIR SEMESTER PERTAMA SESI 2013/2014
FINAL EXAMINATION FIRST SEMESTER SESSION 2013/2014

KOD / NAMA KURSUS: GLUL2023 UNDANG-UNDANG PERNIAGAAN / BUSINESS LAW
COURSE CODE / NAME

TARIKH
DATE
22 DESEMBER / DECEMBER 2013 (AHAD / SUNDAY)

MASA
TIME
2.30 PETANG / PM – 5.30 PETANG / PM (3 JAM / HOURS)

TEMPAT
VENUE
PMI, IKIP, DMS (UUM), TE (UUM)

ARAHAN
INSTRUCTION

1. Kertas soalan ini mengandungi EMPAT (4) soalan di dalam EMPAT (4) halaman bercetak tidak termasuk kuit hadapan.
This book script contains FOUR (4) questions in FOUR (4) printed pages excluding the cover page.

2. Anda dikehendaki menjawab SEMUA soalan.
You are required to answer ALL the questions.

3. Disertakan bersama Lampiran A sebagai rujukan peruntukan undang-undang.
Attached herewith Appendix A as statutory references.

NO. MATRIK:
MATRIC NO.

(dengan perkataan / with word)

(dengan angka / with number)

NO. KAD PENGENALAN:
IDENTIFICATION CARD NO.

PENSYARAH:
LECTURER

KUMPULAN:
GROUP

NO. MEJA:
TABLE NO.
SOALAN SATU/QUESTION ONE

i. Nyatakan LIMA (5) keadaan penamatian ejensi melalui penguatkuasaan undang-undang.

*State FIVE (5) circumstances of termination of agency by enforcement of law.*

(5 markah/marks)

ii. Seorang ejen mempunyai tanggungjawab yang besar terhadap prinsipalnya. Bincangkan tanggungjawab ejen dalam keadaan-keadaan berikut:

a) mematuhi arahan prinsipal;
b) menjalankan kerja dengan hati-hati, penuh usaha dan menggunakan kebolehan yang dipunyai;
c) kemukakan akaun yang betul bila diperlukan;
d) hubungi prinsipal; dan
e) tidak membiarkan kepentingannya berlawanan dgn tugannya

Sokong jawapan anda berdasarkan peruntukan Akta Kontrak 1950 dan kes-kes yang telah diputuskan.

*An agent has great responsibility towards his principal. Discuss the responsibilities of an agent in the following circumstances:*

a) to obey the principal’s instructions;
b) to exercise the work with care, full effort and use ability he possesses;
c) to render proper account when required;
d) to contact the principal; and.
e) not let his own interest conflict with his duty

*Support of your answers based on provisions according of the Contract Act 1950 and decided cases.*

(20 markah/marks)
SOALAN DUA/ QUESTION TWO

Bincangkan permasalahan-permasalahan berikut dan sokong jawapan anda dengan merujuk peruntukan undang-undang di bawah Akta Bil Pertukaran 1949 beserta kes-kes yang telah diputuskan.

Discuss the following problems and support your answer with relevant provisions referring to the Bill of Exchange Act 1949 and decided cases.


_Naili bought a few types of health products from Nana’s company, Syarikat Health Care Sdn. Bhd. Based on their agreement, Naili would make payment through bill of exchange. However, upon receiving the bill, Nana discovered that it was not duly signed. Nana returned the bill but Naili refused to accept it. She claimed that she had duly stamped the bill._

(9 markah/marks)


_Peter, a mechanic bought some car accessories from Syarikat Brothers Sdn. Bhd. (SBSD). Peter have prepared a payable bill and served it to SBSD to be paid by Didi. However, Didi refused to pay the bill and claimed that he had no knowledge about the payment order._

(7 markah/marks)

_Fifi had negotiated a bill under her company’s name, Syarikat D’Ayu Kosmetik Sdn. Bhd. Unfortunately, the bill was endorsed as “Syarikat D’Ayu”. The bill was rejected by the bank._

(9 markah/marks)

**SOALAN TIGA / QUESTION THREE**

i. Terangkan TIGA (3) jenis kontrak jualan barang. Sokong jawapan anda dengan SATU (1) peruntukan undang-undang di bawah Akta Jualan Barangan 1957 dan SATU (1) kes yang diputuskan bagi setiap jenis kontrak jualan.

_**Explain THREE (3) types contract of sales of goods. Support your answer with ONE (1) statutory provision under the Sale of Goods Act 1957 and ONE (1) decided case for each type contract of sale.**_

(15 markah/marks)

ii. Terangkan maksud prinsip _caveat emptor_ dan DUA (2) kaedah pengecualianannya. Sokong jawapan anda dengan SATU (1) peruntukan undang-undang di bawah Akta Jualan Barangan 1957 dan SATU (1) kes yang diputuskan bagi setiap jenis pengecualian.

_**Explain the definition of principle of caveat emptor and it’s TWO (2) exceptions. Support your answer with ONE (1) statutory provision under Sale of Goods Act 1957 and ONE (1) decided case for each exception.**_

(10 markah/marks)
SOALAN EMPAT/QUESTION FOUR


Mr. Siva runs import and export business of furniture. He has hired three container lorries from the Chin Ang Sdn Bhd (CASB) since last year. In November 2013, CASB has sent its agents to regain possession all those lorries due to failure to pay two month installment consecutively. Mr. Siva felt angry because he did not receive any notice as provided under the Fourth Schedule of the Hire Purchase Act 1967. Therefore, Mr. Siva and his staffs had used violence against CASB’s agent by pointing a pistol to them. CASB was dissatisfied and want to take a legal proceeding.


Advise Mr Siva regarding the procedures of repossession of goods according to the Hire Purchase Act 1967.

(20 markah/marks)

ii Nyatakan DUA (2) hak-hak penyewa apabila berlaku pemilikan semula.

State TWO (2) rights of a hirer when repossession of took place.

(5 markah/marks)
LAMPIRAN A
UNDANG-UNDANG MALAYSIA
AKTA 382

AKTA JUALAN BARANGAN 1957
UNDANG-UNDANG MALAYSIA
AKTA 212

AKTA SEWA BELI 1967
Barang-barang yang diperoleh dari dana diterima dari lembaga pemerintah.

Pendapatan yang diterima dari dana diperoleh dari lembaga pemerintah.

(1) Pendapatan yang diterima dari dana diperoleh dari lembaga pemerintah.

(2) Pendapatan yang diterima dari dana diperoleh dari lembaga pemerintah.

(3) Pendapatan yang diterima dari dana diperoleh dari lembaga pemerintah.

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APPENDIX A
LAWS OF MALAYSIA

REPRINT

Act 212

HIRE-PURCHASE ACT 1967

Incorporating all amendments up to 1 January 2006

PUBLISHED BY
THE COMMISSIONER OF LAW REVISION, MALAYSIA
UNDER THE AUTHORITY OF THE REVISION OF LAWS ACT 1968
IN COLLABORATION WITH
PEROTAKAN NASIONAL MALAYSIA BHD
2006
null
Notice to the Seller of Goods, Notice to the Buyer of Goods,

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(b) the cost incidental to taking possession; and
(c) the cost of storage.

Owner to retain possession of goods repossessed for twenty-one days

17. (1) Where an owner has taken possession of any goods under section 16 he shall not, without the written consent of the hirer, sell or dispose of the goods or part with possession thereof until after the expiration of twenty-one days after the date of the service on the hirer of the notice referred to in subsection 16(3) or, if notice under paragraph 18(1)(a) has been given, until the time for payment or tender pursuant to that notice has expired (whichever is the later).

(2) An owner who sells or disposes of any goods or parts with possession of any goods in contravention of subsection (1) shall be guilty of an offence under this Act.

Hirer's rights and immunities when goods repossessed

18. (1) Where the owner takes possession of any goods under section 16—

(a) the hirer may within twenty-one days after the service on him of the notice referred to in subsection 16(3) by giving to the owner a notice in writing signed by the hirer or his agent—

(i) require the owner to re-deliver to or to the order of the hirer (subject to the compliance by the hirer with the provisions of section 19) the goods that have been repossessed; or
(ii) require the owner to sell the goods to any person introduced by the hirer who is prepared to buy the goods for cash at a price not less than the estimated value of the goods set out in the first mentioned notice;

(b) the hirer may recover from the owner—

(i) where in the hire-purchase agreement the terms charges are at a fixed rate, if the value of the goods at the time of the owner so taking possession of the goods—

(A) is less than the net amount payable but the total of that value and the amount paid or provided, whether by cash or other consideration, by or on behalf of the hirer under the agreement exceeds the net amount payable, the difference between that total and the net amount payable; or

(B) is equal to or greater than the net amount payable, the total of that value and the amount paid or provided, whether by cash or other consideration, by or on behalf of the hirer under the agreement, less the net amount payable; or

(ii) where in the hire-purchase agreement the terms charges are at a variable rate and the value of the goods at the time of the owner so taking possession of the goods is equal to or greater than the balance outstanding under the hire-purchase agreement, the difference between the value of the goods and the balance outstanding under the hire-purchase agreement.

(2) Where the owner takes possession of any goods comprised in a hire-purchase agreement, the owner is not entitled to recover—

(a) where in the hire-purchase agreement the terms charges are at a fixed rate, any sum (whether under a judgment or order or otherwise) exceeding the net amount payable in respect of the goods obtained by adding—

(i) the value of the goods at the time of the owner so taking possession of the goods; and

(ii) the amount paid or provided, whether by cash or other consideration, by or on behalf of the hirer under the agreement; or

(b) where in the hire-purchase agreement the terms charges are at a variable rate, any sum (whether under a judgment or order or otherwise) which exceeds the balance outstanding under the hire-purchase agreement.
LAWS OF MALAYSIA

REPRINT

Act 382

SALE OF GOODS ACT 1957

Incorporating all amendments up to 1 January 2006
The Right to Have a Right to Expect the Goods and Have the Goods

The contract is regulated by the law of the country in which the goods are located, or in which the goods are to be delivered, or in which the goods are to be paid for. The contract must be in accordance with the terms of the contract.

2. The Right to Have a Right to Expect the Goods

The contract is regulated by the law of the country in which the goods are located, or in which the goods are to be delivered, or in which the goods are to be paid for. The contract must be in accordance with the terms of the contract.

Condition and Warranty

1. The right of the buyer to expect the goods and to receive the goods.
2. The right of the buyer to receive the goods and to have the goods.
3. The right of the buyer to receive the goods and to have the goods.
4. The right of the buyer to receive the goods and to have the goods.
5. The right of the buyer to receive the goods and to have the goods.
6. The right of the buyer to receive the goods and to have the goods.

Supplemental note: the buyer may not receive the goods without the consent of the seller.

Goods after the Sale are in the Hands of the Buyer

The goods are in the hands of the buyer, and the buyer has the right to receive the goods.

Assignment of goods

1. The goods are in the hands of the buyer, and the buyer has the right to receive the goods.
2. The goods are in the hands of the buyer, and the buyer has the right to receive the goods.
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When the contract is made.

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A party to a contract may rely on the supplier's warranty if the goods supplied are defective, and the contract does not otherwise exclude or limit the supplier's liability for the defect.

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Delivered to carrier
before or after the appropriation is made.

Where the seller may be expressly or impliedly, or may be given either
pass or conveyance of the goods, the goods are appropriated to the
goods in the possession of the seller, the goods in the possession of the
buyer; but the seller, who, without the consent of the buyer, enters into
possession of the goods for the purpose of appropriating them for the
buyer's use, is under a duty to return the goods to the seller, or to
pay for them.

Goods must be delivered
before or after the transfer of title or the buyer's possession.

Chapter I

% of the goods to be delivered at the time of the purchase.

Specific goods to be delivered as per

% of the goods to be delivered at the time of the purchase.

Chapter II

Transfer of property and possession

Chapter III

Sale of goods

Law of Agency