

INDIVIDUAL ASSIGNMENT

Question 1

1. Give any **TWO (2)** definitions of law.
2. Define state constitution & legislation.
3. Explain the case of **Donoghue v. Stevenson**
4. Give **FIVE (5)** examples of courts in Malaysia.
5. State the jurisdictions of Federal Court.
6. State the jurisdiction of High Court.
7. Explain the invitation to treat together with the cases.
8. Explain the case of **Carlill v. Carbolic Smoke Ball Co.**
9. State the circumstances on revocation of a proposal.
10. Define acceptance & how it should be communicated.

Question 2

1. Explain Postal Rule.
2. State types of consideration.
3. Explain past consideration under Malaysian Law & English Law.
4. Explain the case of **Venkata Chinnaya v. Verikatara Maya**
5. Give any **TWO (2)** illustrations on waiver of performance with related cases.
6. What is the presumption of intention to create legal relation for family agreement?
7. Explain on the exceptions from general rule for contract entered by minor.
8. Explain Coercion and Fraud together with relevant cases.
9. Explain the case of **Chung Khiaw Bank Ltd v. Hotel Rasa Sayang Sdn Bhd & Anor**
10. Explain any **THREE (3)** ways of discharging a contract.

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Question 3

1. Explain specific performance & rescission of contract.
2. Explain the case of **Pertama Cabaret Nite Club v. Roman Tam**
3. Define goods as Section 2 of Sale of Goods Act 1957.
4. Define conditions & warranty.
5. Explain implied terms as to time, implied terms as to title and implied terms as to quiet possession.
6. Explain the following case :-
Nagurdas Purshotumdas & Co. v. Mutsui Bussan Kaisha Ltd
Griffith v. Peter Conway
7. Explain the rule of “Nemo dat quod non habet”.
8. Give any **THREE (3)** exceptions to the rule of “Nemo dat quod non habet”.
9. Explain the concept of agency between the agent & principal.
10. Define express appointment.

Question 4

1. Explain **THREE (3)** ways of implied appointment.
2. Explain ratification.
3. State any **FOUR (4)** conditions of ratification.
4. Explain the case of **Great Northern Railway v. Swaffield**
5. Define agency by necessity.
6. Explain the case of **Freeman & Lockyer v. Buckhurst Park Properties Ltd**
7. State any **FOUR (4)** duties of an agent towards his principal.
8. State any **THREE (3)** duties of a principal towards his agent.
9. Explain the termination of agency contract by operation of law.
10. Give any **FIVE (5)** examples of negotiable instrument.

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Question 5

1. Explain the concept of negotiability.
2. Explain the elements of a valid cheque.
3. Explain the protection given to the paying banker.
4. Explain the case of **Woodland Development Sdn Bhd v. Chartered Bank**
5. Define contract of service.
6. Define contract for service.
7. Explain meaning of 'employee' as in the First Schedule.
8. Explain control test & Integration test.
9. Define redundancy & causes of redundancy.
10. Explain the unfair dismissal & wrongful dismissal.

Question 6

1. Briefly explain to whom a proposal can be made.
2. State **FOUR (4)** types of written law.
3. Distinguish a proposal (offer) with an invitation to treat.
4. State any **FOUR (4)** ways to appoint an agent.
5. State **FOUR (4)** courts outside the courts' hierarchy.
6. List **FOUR (4)** circumstances in which an agency may be terminated by operation of law.
7. Specify **FOUR (4)** types of statutes available in the study of Business Law.
8. Define 'existing goods' and 'future goods' within the context of law of Sale of Goods.
9. Contrast between 'drawee' and 'drawer' under the Law of Negotiable Instrument.
10. Define 'written law' and 'unwritten law' under sources of law in Malaysia.

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Question 7

1. State any **FOUR (4)** examples of implied terms under Sale of Good Act 1957.
2. State any **FOUR (4)** tests to distinguish between contract of service and contract for service.
3. State **FOUR (4)** circumstances to revoke a proposal.
4. Define fraud and mistake.
5. List any **FOUR (4)** exceptions to '*Nemo Dat Quod Non Habet*'.
6. Briefly explain any **TWO (2)** situations under implied appointment of agent.
7. State any **FOUR(4)** causes of redundancy.
8. Explain an 'express appointment' of an agent by his principal.
9. Discuss the Latin Maxim "ignorantia juris non excusat".
10. List the conditions under Implied term by sample.

Question 8

1. Discuss the effects of general crossing.
2. Explain "not negotiable", and "account payee only".
3. Define federal constitution.
4. State the jurisdiction of Magistrate court.
5. Define judicial precedent.
6. Explain illustration (e) & illustration (d) on waiver of performance.\
7. Explain any **TWO (2)** illustrations on elements of certainty.
8. Explain the following case :-
Wilson v. Rocket, Cockerall & Co
Drummond v. Van Ingen
9. Define agency by estopple.
10. Explain the redundancy compensation.

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Question 9

1. April is an owner of a terrace house in Kuala Lumpur sent a letter of offer to August in Tawau, Sabah offering to sell his terrace house for RM190,000.00. Upon receiving the letter of offer, August reply and post the acceptance letter on the next day. However, the letter of acceptance has been misdirected by Pos Malaysia Berhad and it arrived to April three weeks later. April who did not receive any acceptance letter by August has sold the terrace house to another person. Discuss on the validity of acceptance letter by August.

2. Frank entered into a contract of buying a house with Ribery. Ribery is a lawyer while Frank works as dispatch at Ribery law firm. Without understanding the contract in details, Frank signed the contract by relying to Ribery who is his employer and knowledgeable person. After signed the contract, Frank discovered that if he fails to settle the payment within 3 months, he have to pay interest up to for 20% per day. Discuss the validity of the contract entered by Frank.

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Question 10

John is a student in Universiti Tenaga Nasional, wishes to purchase a multi-tasking computer. He received a brochure from Sensei Sdn. Bhd., in which mentioned about a multi-tasking computer. He went to Sensei Sdn. Bhd. to purchase the said computer. Sam, the shop owner recommended Computer Triple X as it is a computer with multi- tasking functions. After using the computer for a week, John discovered that the computer is unable to perform a multi-task function as claimed. Furthermore, the computer easily shut down in the middle of working. John decided to claim for damages for the breach of terms of sale of goods. Advise John.