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Unformatted Attachment Preview BUSINESS LAW / LAW299 UNIVERSITI TEKNOLOGI MARA SABAH, MALAYSIA BUSINESS LAW - PROBLEM QUESTION BASED ON PAST YEAR QUESTION AND ANSWER CONSIDERATION(PROMISES) Issue Whether Nazirah have the capability to sue Haikal for breaking his promises. Law Intention to create a legal relation is vital part after the offer, acceptance and consent in order for both parties to be legally bound to a contract. Moreover, without the intention to create a legal relation, both parties cannot sue each other if there is any breach of contract. According to Section 2(d) of the contract act 1950 states, every promise and every set of promises, forming the consideration for each other's is to be an agreement. However, when we look under section 2(g) of the contract act 1950 states, an agreement that is not enforce under law is said void. Moving to the cases between Nazirah and its Husband, it can be determined by the presumption method. The presumption agreement method can be divided into parts which 1) Commercial document Agreement and Domestic, Social and Family Agreement Presumption method/cases: The cases of Nazirah and Haikal can be identified as family agreement which it included a promise between Husband and Wife. The cases between Nazirah and its husband can be referring to the cases of Balfour v Balfour: The cases which involved a husband and wife, both of them went to England, one day the wife was fall ill and cannot go back to Sri Lanka. In the meant of time, the husband has promised ... Purchase document to see full attachment User generated content is uploaded by users for the purposes of learning and should be used following Studypool's honor code & terms of service. Studypool 4.7 Ined 4.5 Sitejabber 4.4 Stuck on a study question? Our verified tutors can answer all questions, from basic math to advanced rocket science! EXAMPLE Q & A Law of contract EXAMPLE Q & A Law of contract Shadina Shah Here are the key points to consider in advising Goh Reng: - A valid contract requires offer, acceptance, consideration and intention to create legal relations. - Goh Reng must make an offer to sell the factory to Ling Kup at a certain agreed price. Ling Kup must accept the offer. - Consideration means something of value is exchanged by both parties. Ling Kup must pay an agreed price for the factory. - The intention must be to create legal obligations, not just a social arrangement. Selling a factory is clearly intended to be legally binding. - All terms must be clear and certain - e.g. price, what assets are included, completion date. Any vague termsSale of goods Sale of goods Chen HongThe document discusses key concepts relating to contracts of sale under the Sale of Goods Act 1957 in Malaysia. It covers definitions of a contract of sale, essential elements for a valid contract, implied terms and conditions in contracts of sale, and remedies for breach of conditions/warranties. Some key points summarized: 1) A contract of sale involves the transfer of ownership of goods from a seller to a buyer for a price. It requires offer, acceptance, consideration and intention to be bound. 2) Implied terms include the seller having title to sell the goods, goods being of merchantable quality and fit for the buyer's known purpose, and corresponding to any description or sample provided. 3) Contracts Act 1950 Malaysia English Ver.Contracts Act 1950 Malaysia English Ver.surrenderyourthroneThis document is the Contracts Act 1950 of Malaysia. It establishes the laws around contracts in Malaysia. The Act contains 9 parts that cover topics such as the formation and requirements of contracts, void and voidable contracts, performance of contracts, consequences of breach of contracts, indemnity, guarantee, bailment, and pledges. It was first enacted in 1950 and most recently revised in 2006 to incorporate all amendments to date.Bay' al-Istisna'Bay' al-Istisna'Mahyuddin KhalidThis document defines and discusses the Islamic financing contract of istisna'. It begins by defining istisna' literally and technically. It then outlines the pillars (parties and elements) of an istisna' contract and compares it to salam. Finally, it discusses examples of modern applications of istisna' contracts like parallel istisna' and sukuk istisna'.Sale of goods act, 1930(conditions and warranties)Sale of goods act, 1930(conditions and warranties)Gurparvesh kaurThe Sale of Goods Act, 1930 outlines conditions and warranties in contracts of sale. Conditions are essential stipulations whose breach allows for contract repudiation, while warranties are collateral stipulations that lead to claims for damages without repudiation rights. Key principles include the doctrines of 'caveat emptor' (buyer beware) and 'caveat venditor' (seller beware), emphasizing the responsibilities of both parties in ensuring the quality and suitability of goods.Acceptance case Pradeep SinghaThe document discusses 9 cases related to contract law principles of offer and acceptance: 1) Heathcote Ball v Barry established that the highest bid at an auction without reserve creates a binding contract. 2) Thornton v Shoe Lane Parking determined that terms posted after payment at a parking machine were not incorporated into the contract. 3) Entores v Miles Far East ruled that acceptance of an offer is effective when received, not when sent. 4) Three additional cases addressed issues like battle of forms negotiations, option agreements, and certainty of terms. 5) Carhill v Carbolic Smoke Ball Company established that advertisements can form binding unilateral contracts when conditions are met. 6) Offer & acceptance offerOffer & acceptance offerRamona VanslytmanAn offer is made when one party indicates a willingness to be bound if the other party accepts. An offer is different from an invitation to treat, which merely invites further negotiations. Displays of goods and advertisements are usually invitations to treat rather than offers, allowing either party to back out. However, an advertisement can be an offer if the wording and context show a clear intent to be bound if accepted. An offer can generally be withdrawn at any time before acceptance.Law Questions and AnswersLaw Questions and AnswersMaxwell RanasingheJalayath prepares a medication for Dengu and advertises in the newspaper that compensation of Rs. 50,000 will be paid to anybody who uses his drug in the manner prescribed in the product and still does not get cured of Dengu. Geetha uses Jayalath's drug as prescribed but did not get any cure and sues Jayalath for the compensation. The document then provides multiple choice answers and explanations for this scenario and various other questions related to contract law and sale of goods.Bay al inah and tawarruqBay al inah and tawarruqHaifazah SamanalBay' al-Inah and Tawarruq are Islamic financing techniques that involve two sale contracts to provide liquidity to customers. Both techniques involve the customer purchasing an asset on deferred payment terms, then immediately reselling the asset for cash. There are debates around the permissibility of each technique, with conditions applied. Proponents argue they are permissible when following the correct procedures, while opponents argue they enable backdoor interest. Regulators allow them with restrictions to prevent interest.ContractContractmuhammad shoabThe document classifies contracts into five categories: formation, performance, parties, formalities, and legality. Formation includes express, implied, and quiet contracts. Performance includes executed and executory contracts. Parties include bilateral and unilateral contracts. Formalities include formal and informal contracts. Legality includes valid, void, voidable, unenforceable, and illegal agreements. Essential elements of a valid contract are offer/acceptance, intention to create legal obligations, lawful consideration, competent parties, free consent, lawful object, and certainty, law of contractTitek Sobah SyuhThis document discusses key aspects of contract law in Malaysia based on the Contracts Act 1950. It defines a contract and outlines the essential elements that must be present for an agreement to be considered a valid and enforceable contract, including offer and acceptance, consideration, intention to create legal relations, capacity of parties, consent, legality, and certainty. It also examines topics like formation of contracts, discharge of contractual obligations, and exceptions.Case review Lina Joy v maiwCase review Lina Joy v maiwSNj SNJThe case involved Lina Joy, a Muslim woman who wished to convert to Christianity. She sought to change her name and remove 'Islam' from her identity card without obtaining a certificate from the Shariah court declaring that she had renounced Islam. The courts dismissed her application, ruling that as a Muslim she was subject to Shariah laws on apostasy and the finality of her decision to convert was within the jurisdiction of the Shariah court, not civil courts. The ruling affirmed that while freedom of religion is protected, Muslims must follow Shariah procedures for converting out of Islam which requires renunciation to be determined by the Shariah court.Law of Contract CasesLaw of Contract CasesAugustine FerdinandThe document discusses offer and acceptance in contract law. It provides definitions for key terms like offeror and offeree. It examines landmark cases that established important principles. Carhill v Carbolic Smoke Ball Co established that advertisements can constitute offers capable of acceptance. Bowerman v ABTA established that notices displayed by travel agents constituted offers. The document also discusses what does and does not constitute an offer, like negotiations being invitations to treat, and how long an offer remains open.Law of Contract. ConsiderationAmirah ShahrahThe document discusses the concept of consideration in contract law, specifically under the Contracts Act 1950, explaining that agreements without consideration are void. It outlines types of consideration, including executed, executory, and past consideration, and discusses their validity and related case law. Additionally, it addresses whether consideration must be adequate, if it can come from a third party, and whether natural love and affection can be deemed valid consideration.Ass contractAss contractAinnablla RosdThis document is a group assignment submitted by three students for their Contract Law class. It analyzes a question regarding whether a contract for the sale of land can be set aside if the purchaser, Stam, later discovers the land was formerly used for mining. The summary analyzes the validity of the contract under Section 10 of the Contracts Act and whether Kaka's assurance the land was not for mining amounts to fraudulent misrepresentation under Section 17, rendering the contract voidable and allowing rescission under Section 19. The summary concludes Stam has grounds to argue the contract is voidable due to Kaka's fraudulent misrepresentation.Cases on discharge of contractCases on discharge of contractLe Hong PhongThis document summarizes cases related to the discharge of contracts through performance, agreement, breach, and frustration. It provides examples of when contracts can and cannot be discharged through each method. It also discusses the effects of a finding of frustration, such as allowing recovery of payments made prior to the frustrating event. The document is intended to serve as a reference for students studying contract law.Chapter 4(my) copyChapter 4(my) copyAmaie IdrusThis document discusses market segmentation and targeting. It defines market segmentation as dividing a large market into smaller subgroups with unique needs. The key points are: 1. Markets can be segmented by geography, demographics, psychographics, and behaviors. 2. Choosing target markets allows companies to better meet customer needs and allocate resources efficiently. 3. Common targeting strategies are undifferentiated, where one product is marketed to all, concentrated, where one segment is targeted, and multisegment, where multiple segments are targeted.(H)hire purchase(H)hire purchaseSRINATH RAMAKRISHNANHire purchase originated in the early 19th century as a way for consumers to acquire goods through installment payments rather than outright purchase. Key points: - Under hire purchase, possession of goods is transferred immediately but legal ownership transfers once all installments are paid. - It allows consumers to pay for expensive items like vehicles or equipment over time through a down payment and monthly installments. - Hire purchase grew in popularity in the 20th century, especially after World Wars I and II, as it facilitated economic activity and acquisition of goods.Chapter 10Chapter 10Amaie IdrusThis document provides an overview of chapter 10 which covers various marketing communication tools including advertising, sales promotion, public relations, personal selling, and direct marketing. It discusses the objectives and types of advertising such as institutional and product advertising. It also outlines the steps in creating an advertising campaign including identifying benefits, developing appeals, executing messages, and evaluating effectiveness. Additionally, it summarizes public relations, sales promotion, and considerations for different media channels.Lecture 13 contract lawLecture 13 contract lawfatima dThis document provides an overview and summary of key concepts in contract law, including: - The definition of a contract as an agreement with offer, acceptance, consideration and intention to create legal relations. - Distinguishing offers from invitations to treat, and the rules around offer, acceptance, and the postal rule on acceptance. - The types of contracts as bilateral or unilateral, and the importance of consideration in making a contract enforceable. - The doctrine of privity of contract and its effect on third parties' ability to sue, with the exception of the Contracts (Rights of Third Parties) Act 1999. - The requirements for consideration, including that it need not be adequateIslamic letter of creditIslamic letter of creditSaad KhanThe document discusses establishing an Islamic letter of credit (ILC) for international trade that complies with Islamic law (Shariah). It proposes: 1. Creating an Islamic business environment and global Islamic bank network to ensure all rules and regulations in trade are derived from Islamic law. 2. Islamizing the major banks involved in letters of credit through new Islamic banking windows to minimize conflicts with Shariah requirements. 3. Establishing a Global Islamic Bank Council and International Islamic Chamber of Commerce to regulate the ILC process and standards. 4. Structuring the ILC based on Islamic contracts like Wakalah, Murabaha, and Musharakah to interpret the roles and procedures(malaysia) Company Law (malaysia) Company Law Amine MedThe document discusses various aspects of company law, including the formation of companies, corporate veil lifting, and directors' duties in Malaysia. It covers ethical considerations such as white-collar crime, corporate scandals exemplified by the Enron case, and related legal frameworks. The content aims to provide an understanding of corporate governance, legal liability, and the complexities of managing corporate entities.Hire Purchase Act (Business Law)Hire Purchase Act (Business Law)Politeknik Ungku Omar, Kolej Universiti InsaniahThe document summarizes key aspects of Malaysia's Hire Purchase Act of 1967, which governs hire purchase transactions. It defines hire purchase, outlines the parties involved and their roles, discusses formation and contents requirements for hire purchase agreements, statutory rights and obligations of hirers and owners, and repossession by owners. Case examples are provided to illustrate application of the Act in Malaysian courts. The Act aims to protect consumers and standardize practices in the hire purchase industry.Intention to Create Legal RelationsPreeti SikderThis document discusses the general principles of contract law, including the definition of a contract, intention to create legal relations, and presumptions regarding domestic versus commercial agreements. It provides examples from key cases like Balfour v. Balfour and Merritt v. Merritt to illustrate how the courts have determined intention. For domestic agreements, clear evidence of intent is required, while commercial agreements presume the parties intend to create legal obligations. The document also discusses concepts like the "blue pencil rule" and how initial presumptions can be rebutted with evidence of a contrary intention.RETAIL BASICS RETAIL BASICS PESHWA ACHARYAThe document discusses the growth of organized retailing in India. Some key points: - Organized retail makes up only 3% of the total retail market currently but is growing at over 25% annually. It is estimated to reach 10% by 2010. - The retail market and economy is currently dominated by millions of small, independent shops and outlets. However, factors like rising incomes, education, globalization, and entry of large retailers are driving growth in organized retail. - For organized retail to continue growing, challenges around real estate, infrastructure, skilled labor, and tax policy need to be addressed. When done right, organized retail benefits all stakeholders in the economy.Case lawCase lawHardika ThakkarThis document discusses a case law involving Lalman Shukla, a servant, and Gauri Dutt, his nephew's uncle. Gauri Dutt's nephew went missing one day. Gauri Dutt announced an offer of a reward for anyone who found his nephew. Lalman Shukla searched for and found the nephew. However, Gauri Dutt refused to pay the reward. Lalman Shukla filed a suit in court. The document discusses whether there was a valid contract between the two for the reward. It determined that according to Indian contract law, there was no contract because Lalman Shukla did not accept the offer, so Gauri Dutt was not liable to pay the reward.Undue influence assignmentUndue influence assignmentSaj SNjNarla, an old and illiterate woman, executed a deed of gift giving her landed property to her nephew Hashim. Before doing so, she received independent legal advice from Khalid, though Khalid was unaware the gift constituted Narla's whole property. Hashim had lived with and cared for Narla for years, collecting rents and managing repairs. Narla is now suing to claim the deed is voidable due to undue influence. To succeed, she must prove Hashim was in a dominant position over her and used this to obtain an unfair advantage through the gift. It is unclear if she will be able to do so given she received independent advice, though the full scope of the gift was unknown.Law of Contract Notes - Exemption ClauseLaw of Contract Notes - Exemption ClauseSuresnderyourthroneExemption clauses aim to exempt parties from certain legal liabilities. They must meet certain standards to be valid, including being brought to the contracting parties' notice before or at the time the contract is made. The notice must also be reasonably sufficient to inform the recipient and cannot be on non-contractual documents. Courts also construe exemption clauses strictly and in favor of the recipient through contra proferentum if the clause is ambiguous. Examples are provided where exemption clauses were or were not validly relied upon based on these standards. UTM's Academic Integrity PledgeBy signing this form, I agree to act in a manner that is consistent with UTM's academic assessment and evaluation policy and processes. 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Fabrication: Falsifying data, information, or citations in any formal academic assessment and evaluation. d. Deception: Providing false information to an instructor concerning a formal academic assessment and evaluation. e. Furnishing false information: Providing false information or false representationsto any UTM official, instructor, or office. As a student of UTM, I am expected to conduct myself in a manner that exemplifies honesty and integrity. If for any reason, I am found to be violating the policies set out by UTM, I understand that disciplinary action can be taken against me. Ati Name: NURUL ATIQA H BINTI AZMANNMatric Number: 2019212568 Programme code: BA119Faculty / Campus : UITM CAWANGAN JOHOR KAMPUS SEGAMAT*Students are required to sign one pledge for each course taken. Business Law is a complicated subject matter that has been studied for hundreds, if not thousands of years. This course provides an overview of the major aspects including legal organization & contract law as well as agency issues or hires purchase agreements to sale by goods and negotiable instruments which all have their unique set of laws associated with them. Businesses operate in a complex legal environment and need to understand the rules that govern their conduct. Business law includes many different areas of law such as contract law, employment law, and business organizations. The law of agency is the body of law that governs the relationship between a principal and an agent. The agent is the person who represents the principal in dealings with third parties. The principal is the person who authorizes the agent to act on his or her behalf. The relationship between a principal and an agent is called an agency relationship. The law of agency is based on the principle of fiduciary duty. A fiduciary duty is a legal duty to act in the best interests of another person. An agent who violates his or her fiduciary duty is liable to the principal for any damages that result from the breach. A contract is an agreement between two or more parties to do or not to do something. The agreement may be written, oral, or implied. A contract is enforceable by law if it has all of the elements of a valid contract. Acquire Solved Solutions For LAW299 Business Law Assignment of UTM Malaysia If you are looking for a business law assignment sample or need help with your LAW299 group assignment, Malaysia Assignment Help may be able to assist you. We provide LAW299 sample assignments or can provide you with custom-written assignments to help you understand the concepts and principles of business law. We also offer support for the LAW299 final exam by providing practice questions, study materials, and other resources to help you prepare for the exam. Malaysia Assignment Help has a team of experienced writers who specialize in business law and can provide accurate and comprehensive solutions to business law assignment questions. Assignment Task 1: Describe the basic legal requirements of business law in Malaysia. The legal requirements of business law in Malaysia are as follows: All businesses must be registered with the Companies Commission of Malaysia (CCM). Businesses need to have a valid business license from the local authorities where their business is situated. Businesses must comply with all relevant local labour laws, including paying employees correctly and on time, providing safe and healthy working conditions, and maintaining accurate employment records. Businesses must comply with consumer protection laws, such as ensuring that products are safe for sale and accurately labelled. Businesses must adhere to financial regulations, such as filing regular financial reports and paying taxes correctly and on time. Businesses must comply with environmental regulations, such as obtaining the necessary permits for any pollution-causing activities and taking steps to prevent or mitigate environmental damage. Assignment Task 2: Apply the legal principles in solving relevant problems relating to business transactions. Three general legal principles can be applied when solving relevant problems relating to business transactions. The first is the principle of legality, which states that all agreements and contracts must be made by the law. This means that businesses must ensure that their activities are legal and in compliance with any applicable regulations. If a contract or agreement is not made by the law, it may be declared void or voidable by a court. The second legal principle is the concept of freedom of contract. This principle allows parties to enter into agreements and contracts freely, without interference from the government or other third parties. This freedom is subject to certain limitations, such as public policy considerations and consumer protection laws. The third legal principle that can be applied to business transactions is the doctrine of consideration. This doctrine requires that each party to a contract must receive something of value in exchange for their promise to perform under the contract. This helps to ensure that contracts are entered into fairly and that both parties are getting something of value from the agreement. Hire Professional Writers For LAW299 Business Law Assignment Help in Malaysia Law assignment Help Malaysia is a must-have for students. Whether you need to write an essay or complete your coursework, we have the perfect writing service that will suit all of your needs and requirements. Our professional writers are trained in various academic fields including law so they can create high-quality papers tailored specifically towards whatever subject matter may concern me most right now. 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