

FINAL EXAMINATION

Semester	:	JANUARY 2026 SEMESTER
Programme Name	:	FOUNDATION IN ARTS
Course Code & Name	:	FA1264 INTRODUCTION TO LAW
Duration	:	3 HOURS

INSTRUCTIONS TO CANDIDATES:

1. Please read the instructions given in the question paper **CAREFULLY**.
2. The question paper consists of **FOUR (4)** questions.
3. Answer **ALL** questions in the question paper.
4. Answers to the questions are to be written into the examination booklet.
5. Electronic dictionaries, lecture notes, files or any unauthorised materials except writing equipment are strictly prohibited.

This question paper must be submitted along with all used and/or unused rough papers and/ or graph papers (if any). Candidates are **NOT ALLOWED** to take any examination paper(s) used or unused out of the examination hall.

WARNING:

The Examination Board of Peninsula College Georgetown regards cheating as a very serious offence and will not hesitate to mete out the appropriate punitive actions according to the severity of the offence committed, and in accordance with the clauses stipulated in the Students' Handbook, up to and including expulsion from Peninsula College Georgetown.

(This booklet contains 3 printed pages including this page)

DO NOT OPEN THIS BOOKLET UNTIL YOU ARE ALLOWED TO DO SO

Answer **ALL** questions on the separate sheet provided. **[100 marks]**

1. a) Luey offered to sell her yellow Volkswagen Beetle to Jane for RM70,000. Jane responded by proposing to purchase the car for RM45,000, on the condition that Luey repaint the car neon pink. Enraged by Jane's request, Luey rejected her proposal.

A few weeks later, Jane contacted Luey again and informed her that she was willing to pay RM 70,000 for the car. However, Luey did not respond and subsequently sold the car to Simon. When Jane later saw Simon driving the car, she became angry and now intends to bring an action against Luey for breach of contract.

Determine whether a contract was formed between Luey and Jane. Support your answer with relevant statute and case law. (12 marks)

- b) Explain whether an advertisement amounts to an offer for sale in the law of contract. Support your answer with relevant case law. (8 marks)

- c) State **TWO (2)** conditions of a valid offer under the law of contract. (2 marks)

- d) Explain the postal rule with reference to a case law. (3 marks)

Total: [25 marks]

2. a) Isaac signed an agreement to transfer his house to his son, Noah. This agreement was later registered at the land office. Noah did not provide consideration in return for the transfer of the house.

Consider whether a valid contract exists between Isaac and Noah. (10 marks)

- b) Can consideration move from a third party in the law of contract? Support your answer with relevant case law. (3 marks)

- c) Leo and Toby are a happily married couple who have enjoyed a loving relationship throughout their marriage. Leo promised his wife, Toby, that he would take her on a luxury cruise to Alaska to celebrate their 10th wedding anniversary. However, Leo later changed his mind after realising that the trip would be too expensive. Instead, he has decided to take her on a holiday to Cameron Highlands.

Toby is upset about Leo's decision and wishes to know whether his original promise to take her on a luxury cruise to Alaska is legally enforceable. (12 marks)

Total: [25 marks]

3. a) William approached Kenneth and proposed that they enter into a business partnership agreement to start a business together. After considering the proposal, Kenneth refused as he believed the business was too risky and he did not trust William's management.

William became angry and threatened Kenneth that he would send people to harm Kenneth's family if Kenneth refused to sign the agreement. Feeling concerned for the safety of his family; Kenneth reluctantly signed the agreement.

Explain the validity of the agreement signed by Kenneth. Support your answer with relevant statute and case law. (12 marks)

b) Distinguish between "conditions" and "warranties". (4 marks)

c) Explain **THREE (3)** remedies available to an innocent party in the event of a breach of contract. (6 marks)

d) State **THREE (3)** ways in which an exclusion clause may be incorporated into a contract. (3 marks)

Total: [25 marks]

4. a) Raj is a chef who owns a small restaurant called "Spice Garden Bistro". One evening, Raj realised that some of the chicken and vegetables in his kitchen had already passed their expiry dates. Despite knowing this, he decided to use expired ingredients to prepare a meal for his customer, Geetha, because he did not want to waste the food.

After consuming the meal, Geetha began to experience severe stomach pain, vomiting and diarrhea. She was later diagnosed with food poisoning and was hospitalised.

Discuss whether Raj owes a duty of care to Geetha. Support your answer with a specific test or principle. (12 marks)

b) Consider whether Raj has breached the duty of care owed to Geetha. Support your answer with a specific test or principle. (8 marks)

c) State **FIVE (5)** circumstances in which a contract may be discharged by frustration. (5 marks)

Total: [25 marks]

- END OF QUESTIONS -