

‘Question and Answer of Contract Law’ (Malay Version)

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Book Review

Written by Muhammad Fathi Yusof, this book is an effort by the author to propose a method in understanding the law more easily. Law books usually come up with language that is convoluted and difficult to understand. Coupled with long discussions about conflicts of legislation and law debates that is complex and court cases that add to the burden of readers. Law books reality in exhausting the reader's eye and mind lead most readers who are not legal practitioners refused to look at it. This situation is contrary to the need to understand the law for everyone whether traders, teachers, private sector workers, government officials, managers, users, and other leaders. The law does not belong to a lawyer or judge alone, but it belongs to all parties. Thus in the writing of this book, the author tries to exploit the law to use a simple and clear way. His goal so that it can be easily recalled and fun to read. For complicated legal concept, the author describe the stages and uses examples to enable readers to understand the application of that law. However, the examples should not be given to narrow the scope of the principles and concepts presented. In addition, in certain areas, the author put the provisions of the Act and cases to enable readers to make references to follow-up if necessary.

This book is aimed not only for legal practitioners or students who majored in law, accounting, management and the like, but it also fits owned by the managers, traders and consumers. Anyone who wishes to be involved in important contracts such as buying property, setting up businesses and creating partnerships should make this book as a reference earlier. This book will help readers understand the rights and responsibilities of the contract.

In this book there is extensive debate regarding contract law as well as discuss some types of commercial contracts such as contract of sale of goods, real estate contract, hire purchase contract and others. Some contemporary elements such as electronic commerce contract and contract-based sharia also included. Each regulation including contract law based on specific sources.

Basically there are two main legal sources of written law and unwritten law. The written laws are the laws passed by the legislature, such as the Parliament and the State Legislative Assembly and the parties authorized to enact by-laws. Unwritten law was obtained indirectly through the decisions of the courts, customs and other reference materials. The main element in the starting point of the

contract is known as an offer or also referred to as a suggestion. Bids can come from any interested parties to begin contract. In the sale contract for example, bids could come from the buyers or sellers. Parties who first expressed a desire in the form of so-called bid called maker deals or the proposer and the other is considered a receiver.

Offer is an opportunity provided by the maker deals to the receiver to bind them by contract. The implications are great deals because when he met with acceptance, the maker deals may no longer withdraw. The withdrawal of an offer which was accepted with valid is a breach of contract. The deal sometimes does not happen instantly. Usually the real deal was preceded by negotiations, promotions, bargain or modeling. This stage is known as the bid invitation. While an offer is not accepted, as long as that contract does not exist. In the period between the opening of the offer and acceptance, there may have been something that led to the offer ends. A contract is considered to take effect upon acceptance occurs. For contracts involving a special agreement document, the start date of the contract is usually specified in the agreement. If not specified, the date of signature of the recipient will be considered as the date of commencement of the contract. For verbal contract or correspondence, the effective date of commencement of the contract is the date and time of receipt is made [1].

After an offer and acceptance, a contract is only valid if there is consideration or things contracted. A contract without consideration is void. However, there are certain circumstances that allow contracts made without consideration. Consideration can be divided into three namely executor consideration, perfect consideration and past consideration. This division is based on the types of contracts, namely between bilateral contract and a one-way contract. In addition, this division also made by the consideration was made.

There are three exceptions in which the agreement remains valid even without consideration namely the agreement of compassion, consideration of past agreements and agreements to pay debts that have been spared the time. A contract can occur orally, in writing, deed or a combination of them. For a written contract, the contract can be seen clearly. For contracts involving large numbers, writing contract is better because the content is easy to prove. This is the actual content of the contract which contains matters binding on both parties.

References

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