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**APPENDIX A**  
**LEGAL TERMS IN EVIDENCE ACT**

**Methods of transfer:**

- T – Translation Proper  
DB – Direct Borrowing  
N – Naturalisation  
LT – Loan Translation  
LB – Loanblend

No	English Terms	Malay Terms	First Occurrence (Section)	Remark	Methods of Transfer
1	abetment	pensubahatan	30 (2)		T
2	absconded	melarikan diri	8 (2) ILL (h)		T
3	absolute	mutlak	41 (1)		T
4	abstract	ringkasan	78 (1) (b)		T
5	acceptor	penerima	14 ILL (d)		T
6	access	akses	112		N
7	accomplice	rakan sejenayah	114 ILL (b)		T
8	account	akaun	34		N
9	account for	menerangkan (menjelaskan)	114 ILL (a)		T
10	accrued	terakru	41 (2) (a)		LB
11	accuracy	ketepatan	63 (b)		T
12	accused	tertuduh	29 (1)		T
13	accusing	menuduh	144 ILL		T
14	act	akta	1		N
15	act	tindakan / perbuatan	78 (1) (a), 114 ILL (ii)		T
16	Act of Parliament	Akta Parlimen	81		N
17	actionable wrong	perbuatan salah boleh dakwa	10		T
18	active confidence	kepercayaan aktif	111		LT
19	adduced (adduce)	dikemukakan (mengemukakan)	146A		T
20	admiralty	admiralti	41 (1)		N
21	admissibility	kebolehterimaan	73A		T
22	admissibility of evidence	kebolehterimaan keterangan	73A		LT
23	admissible evidence	keterangan boleh terima	54 (a)		LT
24	admission and confession	pengakuan dan pengakuan salah	17 (1)		T
25	adoption	pengangkatan	32 (1) (e)		T
26	adverse party	pihak menentang	33		T
27	advocate	peguam bela	66		T
28	affidavit	afidavit	2		N
29	affirm	menegaskan (mengesahkan)	9 ILL (b)		T
30	agent	ejen	8 (2)		N
31	agreement	perjanjian	92		T
32	alleged	dikatakan	67		T
33	alleges	mengatakan	42 ILL		T
34	ambiguous	taksa	93		T
35	amend	meminda	93		T
36	ammendment	pindaan	cover		T
37	amount	amaun	12		N
38	annexing	penambahan	92 (e)		T
39	application	pemakaian	94		T
40	arbitrator	penimbang tara	2		T
41	armed force	angkatan bersenjata	57 (1) (c)	IU: angkatan tentera	T

42	armed insurrection	pemberontakan bersenjata	6 ILL (b)		LT
43	arrest	ditangkap			T
44	assault	menyerang	144 ILL		T
45	assessor	pengapit	73A (5)		T
46	assurance	insurans	14 ILL (m)	IU: asurans	N
47	attempt	cuba (IU is noun)	8 (2) ILL (i)		T
48	attestation	pengakusaksian	69		T
49	attested	diaku saksi	68		T
50	attesting witness	saksi yang mengaku saksi	69	PRPM: saksi yang menandatangani	T
51	authenticating	mengesahkan	82		T
52	authority	kuasa	24		T
53	awarded	diawardkan	12		LB
54	bailee	baili	117 (2)		N
55	bailor	bailor	117 (2)		DB
56	bankruptcy	kebankrupan	41 (1)		LB
57	bigamy	bigami	43 ILL (b)		N
58	bill of exchange	bil pertukaran	14 ILL (d)		LB
59	body of persons	kumpulan orang	57 (1)		T
60	bond	bon	8 (2) ILL (b)		N
61	bribe	sogokan	155 (b)		T
62	broker	broker	47 ILL		DB
63	burden of proof	beban membuktikan	101 (2)		LT
64	capacity	keupayaan	92 (a)		T
65	carriage	pengangkut	14 ILL (n)	PRPM	T
66	case	kes	18 (1)		N
67	cause and effect	sebab dan kesan	7		T
68	cease	terhenti	41 (2) (c)	PRPM	T
69	certificate	perakuan	73A (5)		T
70	certification	pemerakuan	86		T
71	certified	diperakui	76		T
72	chapter	bab			T
73	character	kelakuan	52		T
74	charge (court)	dipertuduh / pertuduhan	14 ILL (i)		T
75	charge (liability)	mempertanggungkan	34		T
76	chargee	pemegang gadaian	90 ILL (b)		T
77	chargor	penggadai	90 ILL (b)		T
78	charitable foundation	yayasan khairat	49 (b)		LT
79	charter	mencarter	32 (1) ILL (d)		LB
80	civil case	kes sivil	52		N
81	civil procedure	tatacara sivil	5	IU: prosedur sivil	LB
82	claim	menuntut	12		T
83	claimant	pihak menuntut	153 ILL (a)		T
84	client	klien	126 (1)		N
85	code	kanun	43 ILL (b)		T
86	cognizance	mengambil tahu	40		T
87	collusion	pakatan sulit	44	IU: pakat-sulit	T
88	Commissioner for Oaths	Pesuruhjaya Sumpah			T
89	commit	melakukan	7 ILL (b)		T
90	competent	berwibawa	118	IU: kompetent	T
91	complaint	aduan	8 (2) ILL (j)		T
92	complainant	pengadu	146A		T
93	complicity	penglibatan	10 ILL		T
94	comply	mematuhi	5 ILL (b)		T
95	conceal	menyembunyikan	73A (6)		T
96	conclusive proof	bukti konklusif	4	IU: bukti muktamad	LB

97	condition	syarat	5 ILL (b)		T
98	condition precedent	syarat duluan	92 (c)		LT
99	conduct	kelakuan	8 (2)		T
100	confers	memberikan	41 (1)	IU: anugerah	T
101	confession	pengakuan salah	17 (2)		T
102	confidential communication	komunikasi sulit	129		LB
103	consent	persetujuan	91	IU: keizinan	T
104	consigned	dikonsainkan	32 ILL (d)		LB
105	conspiracy	komplot	10 ILL		T
106	conspirator	pekomplot	10		T
107	conspired	berkomplot	10		T
108	constitution	perlembagaan	3		T
109	construction of will	pentafsiran wasiat	100		LT
110	consular officer	pegawai konsul	79 (1) (f)		LB
111	contemporaneous agreement	perjanjian semasa	99		LT
112	context	konteks	3		T
113	contingency	kontingensi	92 ILL (j)		N
114	contract	kontrak	9 ILL (d)		N
115	contracting party	pihak pejanji	92 (a)		T
116	contradict	menyangkal	92		T
117	convicted	disabitkan	14 ILL (b)		T
118	conviction	sabitkan	14		T
119	correspondence	surat-menyurat	6 ILL (c)		T
120	corroborated	disokong	73A (7)		T
121	corroboration	sokongan	73A (7)		T
122	corroborative evidence	keterangan menyokong	8 (2) ILL (j) (ii)		LT
123	corrupt	rasuah	155 (b)		T
124	council	majlis	78 (1) (c)		T
125	counterfeit	lancung	14 ILL (b)		T
126	counterpart	beberapa bahagian	62	IU: kaunterpart	T
127	course of business	perjalanan urusan	16		LT
128	court	mahkamah	2		T
129	credibility	kebolehpercayaan	146 (a)		T
130	credit	kebolehpercayaan	120 (3)		T
131	crime	jenayah	8 (2) ILL (i)		T
132	criminal	penjenayah	8 (2) ILL (h)		T
133	criminal procedure	tatacara jenayah	135		LT
134	Criminal Procedure Code	Kanun Prosedur Jenayah	133A		LB
135	criminal proceeding	prosiding jenayah	24		LB
136	criminal prosecution	pendakwaan jenayah	32 (1) (c)		LT
137	cross-examination	pemeriksaan balas	120 (3)		LT
138	cross-examine	memeriksa balas	33 (b)		LT
139	custody	jagaan	26 (1)		T
140	damages	ganti rugi	12		T
141	debt	hutang	34 ILL		T
142	debtor	penghutang	15 (b)		T
143	deception	perdayaan	29 (1)		T
144	decision	keputusan	84		T
145	declaration	akuan	115		T
146	decree	dekri	40		N
147	deed	surat ikatan	126 ILL (b)		T
148	defame	memfitnahkan	14 ILL (e)		T
149	default	kemungkiran	64 (c)	IU: ingkar	T
150	defect	kecacatan	93		T

151	defective	cacat	93		T
152	defence	pembelaan	14 (g)		T
153	defendant	defendan	42 ILL		N
154	delivery	penghantar serahan	6 ILL (d)		T
155	depose	mendeposkan	144 ILL		LB
156	deposition	deposisi	121 ILL (a)		N
157	disability	ketidakupayaan	3		T
158	disclose	menzahirkan	124	IU: mendedahkan	T
159	disclosure	penzahiran / pendedahan	124		T
160	discretion	budi bicara	58 (1)		T
161	disposition of property	pelupusan harta	91		LT
162	disproved	terbukti sebaliknya	3		T
163	dispute	pertikaian	9 ILL (b)		T
164	dissolution	dibubarkan	112		T
165	disturbance	kekacauan	114 ILL (vii)	IU: gangguan	T
166	document	dokumen	3		N
167	documentary evidence	keterangan dokumentar	3		LB
168	due	kena dibayar	19 ILL		T
169	due course	mengikut amalan biasa	16 (b)		LT
170	due execution	penyempurnaan wajar	89		T
171	duty	kewajipan	15 ILL (b)		T
172	dying declaration	akuan nazak	8 (2) ILL (j) (i)		LT
173	embezzlement	kesalahan penggelapan	126 ILL (c)		T
174	employed	diambil kerja	15 ILL (b)		T
175	enacted	diperbuat	37 (a)		T
176	enactment	enakman	78 (1) (b)	PRPM	N
177	endorse	mengendorskan	117		LB
178	endorsed	diendorskan	114 ILL (c)		LB
179	enticing	memujuk lari	43 ILL (b)		T
180	estop	mengestop	31		LB
181	estoppel	estopel	115		N
182	evidence	keterangan	1		T
183	evil of temporal nature	durjana keduniaan	24		T
184	examination-in-chief	pemeriksaan utama	137		LT
185	excise law	undang-undang eksais	125	PRPM	LB
186	execution	penyempurnaan	68	PRPM	T
187	exempt	mengecualikan	23		T
188	exercise	menjalankan	41 (1)		T
189	existing	yang sedia ada	94	PRPM: yang wujud	T
190	expense	perbelanjaan	32 (1)		T
191	express condition	syarat nyata	23		LT
192	express consent	persetujuan nyata	126 (1)		LT
193	express provision	peruntukan nyata	25 (1)		LT
194	expression	ungkapan	48		T
195	extort	memeras	8 (2) ILL (a)		T
196	extract	cabutan	78 (1) (c)		T
197	fact	fakta	3		N
198	fact in issue	fakta persoalan	3		LB
199	family pedigree	salasilah keluarga	32 (1) (f)		T
200	Federal Constitution	Perlembagaan Persekutuan	3		T
201	federal legislatures	badan perundangan persekutuan	57 (1) (d)		T
202	fee	fi	76		N
203	fictitious person	orang palsu (orang ada-adaan)	14 ILL (d)		LT

204	final judgment	penghakiman muktamad	41 (1)		T
205	finger impression	cap jari	73 (3)	PRPM	T
206	firm	firma	32 (1) ILL (d)		N
207	force of law	kuat kuasa undang-undang	57 (1) (a)		T
208	foreign law	undang-undang asing	45 (1)		T
209	forfeiture	perlucuthakan	132 (1)		T
210	forged	dipalsukan	21 ILL (a)		T
211	forgery	pemalsuan	126 ILL (a)		T
212	formality	formaliti	92 (b)		N
213	fraud (fraudulently)	fraud	3		DB
214	function	fungsi	3		N
215	Gazette	Warta	37 (c) (i)		T
216	general custom	adat am	48	IU: adat lazim	T
217	general exception	kecualian am	105		LT
218	general interest	kepentingan am	32 (1) (d)		T
219	general right	hak am	48	IU: hak awam	T
220	good character	berwatak baik	53		T
221	good consideration	balasan yang cukup	114 ILL (c)		LT
222	good faith	suci hati / ketulusan	3		T
223	grant	pemberian	91	PRPM	T
224	grave and sudden provocation	provokasi besar dan mengejut / bangkitan marah besar dan mengejut	105 ILL (b)		LT
225	grievous hurt	cedera parah	105 ILL (c)		T
226	ground of opinion	alasan pendapat	51		LT
227	guilty of the offence	melakukan kesalahan	54 (a)		T
228	hearing	didengar	8 (2)		T
229	hereinafter	kemudian daripada ini	5		T
230	hereinbefore	terdahulu daripada ini	91		T
231	heretofore	sebelum ini (hingga kini)	57 (1) (a)		T
232	identity	identiti	9		N
233	illegality	kepenyalahan undang-undang	92 (a)		T
234	illicit intercourse	persetubuhan haram	153 ILL (d)		T
235	immaterial	tidak material	126 (2)		LB
236	immovable property	harta tak alih	116		LT
237	impartiality	kesaksamaan	153		T
238	impeach	mencabar	153 ILL (e)		T
239	impossible	mustahil	11 ILL (a)		T
240	improper	tidak wajar	148 (2) (b)		T
241	imputation	tohmahan (kaitan)	14 ILL (e)		T
242	in lieu of	sebagai ganti	73A (2) (b)		T
243	in writing	secara bertulis	65 (1) (b)		T
244	incapable	tidak berupaya	60 (2)		T
245	incident	insiden	92 (e)		N
246	inconsistent	tidak selaras	46	IU: tak konsisten	T
247	indecent	lucuh	151		T
248	induced	terdorong	14 ILL (f)		T
249	inducement	dorongan	24		T
250	inexpedient	tidak suai manfaat	73A (5)		T
251	infer	membuat kesimpulan (infer)	23		T
252	inference	kesimpulan / inferens	9		N
253	informant	pemberitahu	149 ILL (b)		T
254	inquiry	siasatan (disiasat)	3		T
255	insolvent	tidak solven	14 (f)		LB
256	inspection	pemeriksaan	3	PRPM	T
257	instrument	surat cara	78 (2)		T
258	insurance	insurans	15 ILL (a)		N

259	intention	niat	5 (a)		T
260	intentional	sengaja	14 (o)		T
261	interest	kepentingan	18 (3) (a)		T
262	interest of justice	kepentingan keadilan	73A (5)		LT
263	intermediate	perantaraan	6 ILL (d)		T
264	interpretation	tafsiran	3		T
265	interpreter	jurubahasa	127		T
266	intervention	campur tangan	90 (5)		T
267	intimidation	intimidasi	92 (a)		N
268	invalidate	menidaksahkan	92 (a)		T
269	investigation	penyiasatan	32 (1) (i)		T
270	irrebuttable	tidak boleh patah	113		T
271	irrelevant	tidak berkaitan	9 ILL (b)	IU: tidak relevan	T
272	jointly	bersesama	30 (1)		T
273	judge	hakim	3		T
274	judgment	penghakiman	40		T
275	judicial act	tindakan kehakiman	114 ILL (e)		T
276	judicial notice	pengiktirafan kehakiman	56		T
277	judicial proceeding	prosiding kehakiman	2		LB
278	judicial record	rekod kehakiman	86		LB
279	jurisdiction	bidang kuasa	41 (1)		T
280	jury	juri	166		N
281	justice	keadilan	73A (5)		T
282	justification	justifikasi	42 ILL (a)		N
283	kill	membunuh	14 (i)	IU: mematikan	T
284	landlord	tuan tanah	109		T
285	law	undang-undang	cover		T
286	lawful	sah	78 (1) (e)		T
287	leading question	soalan memimpin	141		LT
288	legal character	sifat di sisi undang-undang	41 (1)	PRPM: taraf di sisi undang-undang	T
289	legal fee	fi di sisi undang-undang	76		LB
290	legal liability	tanggungan di sisi undang-undang	101 (1)	PRPM: liabiliti undang-undang	T
291	legal professional adviser	penasihat profesional undang-undang	129		LB
292	legal right	hak di sisi undang-undang	101 (1)		T
293	legally bound	terikat di sisi undang-undang	65 (1) (a) (iii)		T
294	legislation	perundangan	37 (a)		T
295	legitimacy	kesahatarafan	112	IU: kesahan	T
296	legitimate	sah taraf	50 (2) ILL (b)	IU sah	T
297	liability	liabiliti	3		N
298	libel	libel	6 ILL (c)		DB
299	liberty	bebas	128		T
300	licence	lesen	116		N
301	licensee	pemegang lesen	116		LB
302	licensor	pemberi lesen	117 (2)		LB
303	lifetime	masih hidup	43 ILL (b)		T
304	local authority	pihak berkuasa tempatan	78 (1) (e)		LT
305	local Government	kerajaan tempatan	37 (3) (iii)		LT
306	Long title	tajuk panjang	appendix		T
307	loss	kerugian	14 (f)		T
308	lunatic	orang gila	118		T
309	Magistrate	Majistret	3		N
310	maritime	kelautan	57 (1) (g)		T
311	material part	bahagian material	73A (4)		LB
312	memorandum	memorandum	32 (1) (b)		DB

313	misappropriation	pelesapan	14 ILL (h)		T
314	misrepresent	menyalahnyatakan	73A (6)		T
315	misrepresentation	salah nyataan	92 ILL (d)		T
316	mistake in fact	kesilapan fakta	92 (a)		LB
317	mistake in law	kesilapan undang-undang	92 (a)		LT
318	modification	ubah suaian	73 (3)		T
319	modify	mengubahsuaikan	92 (d)		T
320	mortgagee	pemegang gadai janji	130 (1)		T
321	motive	motif	144 ILL		N
322	murder	membunuh	7 ILL (b)		T
323	neglect	keabaian	64 (c)		T
324	negligence	kecuaiian	14		T
325	not proved	tidak terbukti	3		T
326	notary public	notari awam	57 (g)		LB
327	notice	notis	5 ILL (b)		N
328	notification	pemberitahuan	78 (1) (a)		T
329	notwithstanding	walaupun apa pun	73A (1)		T
330	oath	sumpah	133A		T
331	objection	bantahan	162 (1)		T
332	obligation	obligasi	92 (c)		N
333	obligor	penanggung obligasi	114 ILL (i)		LB
334	occupation	diduduki (pendudukan)	97 ILL		T
335	offence	kesalahan	105		T
336	offer	tawaran	9 ILL (d)		T
337	offer for sale	ditawarkan untuk jualan (tawaran jualan)	60 (2)		T
338	omission	peninggalan	115		T
339	open court	mahkamah terbuka	119 (1)		LT
340	oral agreement	perjanjian lisan	92 ILL (b)		T
341	oral evidence	keterangan lisan	3		T
342	order	susunan	135	IU: aturan	T
343	ordinance	ordinan	78 (1) (b)		N
344	owner	pemunya	110		T
345	ownership	pemunyaan	110		T
346	part	bahagian	title page		T
347	particulars	butir-butir	9 ILL (b)		T
348	partner	pekongsi	109		T
349	party	pihak	8 (2)		T
350	pecuniary interest	kepentingan wang	18 (3) (a)		LT
351	Penal Code	Kanun Keseksaan (Kanun Jenayah)	43 ILL (b)		T
352	penalty	penalti	132 (1)		N
353	performance	melaksanakan (pelaksanaan)	35		T
354	performance of contract	pelaksanaan kontrak	92 ILL (e)		LB
355	person accused	orang yang dituduh (orang tertuduh)	53		T
356	pleading	pliding	5 ILL (b)		N
357	point of law	perkara undang-undang	45 (1)		T
358	policy of insurance	polisi insurans	92 ILL (a)		N
359	possession	milikan	65 (1) (a)		T
360	power of attorney	surat kuasa wakil	85		LT
361	precedent	dulu	92 (c)		T
362	preparation	persediaan	8		T
363	presumption	anggapan	4		T
364	presumption of law	anggapan undang-undang	113		LT
365	previous good character	watak baik terdahulu (watak baik dahulu)	53		LT
366	primary evidence	keterangan primer	61		LB

367	principal	prinsipal	109		N
368	prisoner	banduan	80		T
369	private document	dokumen persendirian	74 (b)		LB
370	Privy Council	Majlis Privy	78 (c)		LB
371	probable	barangkali	11 (b)		T
372	probate	probet	41 (1)		N
373	procedure	prosedur	5		N
374	proceedings	prosiding	2		N
375	proclamation	proklamasi	78 (1) (c)		N
376	promise of secrecy	janji untuk merahsiakannya	29 (1)	PRPM	T
377	proof	bukti	4		T
378	property	harta	6 ILL (b)		T
379	proprietary interest	kepentingan ketuanpunyaan	18 (3) (a)		LT
380	prosecution	pendakwaan	32 (1) (c)		T
381	prosecutor	pendakwa	33		T
382	proved	terbukti	3		T
383	provision	peruntukan	3		T
384	proviso	proviso	92 (b)		DB
385	provocation	bangkitan marah / provokasi	3, 105		N
386	public interest	kepentingan awam	32 (1) (d)		T
387	public notice	notis awam	14 ILL (h)		LB
388	public officer	pegawai awam	32 (1) (j)		T
389	public right	hak awam	32 (1) (d)		T
390	public right of way	hak lalu-lalang awam	42 ILL		LT
391	public servant	pekhidmat awam (pengkhidmat awam)	35		T
392	publication	penyiaran	14 ILL (e)		T
393	punishment	hukuman	105 ILL (e)		T
394	purport	berupa	117 (2)		T
395	rape	rogol	8 ILL (j)		T
396	rashness	kegopohan	14		T
397	ravish	perkosa	8 ILL (j)		T
398	reasonable time	masa yang munasabah	64 (c)	PRPM: masa yang berpatutan	LT
399	rebut	mematahkan	9		T
400	recital	resital	37	IU: sebutan permulaan	N
401	recognition	pengiktirafan	78 (d)		T
402	re-examination	pemeriksaan semula	137		T
403	regular	mengikut rasmi	114 ILL (e)	IU: mengikut aturan	T
404	regulating	mengawal selia	73A (7)		T
405	regulations	peraturan	57 (1) (a)		T
406	reject	menolak	73A (2) (5)		T
407	relevancy of fact	keberkaitan fakta	5	IU: kerelevanan fakta	LB
408	relevant	berkaitan	3	IU: relevan	T
409	rent	sewa	19 ILL		T
410	representation	representasi	14 ILL (f)		N
411	representative in interest	wakil dari segi kepentingan	21		LT
412	repugnant	tidak bersesuaian	92 (e)		T
413	reputation	reputasi	3		N
414	rescind	membatalkan	92 (d)		T
415	restrictions	sekatan	146A		T
416	revenue officer	pegawai hasil	125		LT
417	reversal	pengakasan	167		T
418	revision	penyemakan	cover page		T

419	right	hak	42 ILL		T
420	right of way	hak lalu-lalang	42 ILL		LT
421	riot	rusuhan	9 ILL (f)		T
422	rule	kaedah	66		T
423	rules of construction	rukun pentafsiran	100		LT
424	ruling	keputusan	38		T
425	seal	meterai	57 (1) (g)		T
426	secondary evidence	keterangan sekunder	22		LB
427	section	seksyen	8 (2)		N
428	security	sekuriti	32 (1) (b)		N
429	sentenced	dihukum	43 ILL (e)		T
430	Sessions Court	Mahkamah Sesyen	3		LB
431	set aside	mengetepikan	115 ILL		T
432	short title	tajuk ringkas	1		T
433	solvent	solven	26		N
434	sovereign authority	kuasa pemerintah berdaulat	74 (a) (i)		T
435	specific performance	pelaksanaan spesifik	92 ILL (e)		LB
436	statute	statut	78 (2)		N
437	subject to	tertakluk	19		T
438	subscribed	ditandatangani	76		T
439	subsection	subseksyen	17 (3)		LB
440	sue	dakwa	6 ILL (c)		T
441	suit	guaman	3		T
442	summoned	disaman	139		LB
443	tenancy	penyewaan	116		T
444	tenant	penyewa	109		T
445	tender	mengemukakan	90A (1)		T
446	term	terma	92 (e)		N
447	termination	tamatnya	57 (1) (l)		T
448	terms of contract	terma kontrak	91		N
449	territory	wilayah	78 (3)		T
450	testimony	testimoni	133		N
451	theft	pencurian	9 ILL (e)		T
452	third party	pihak ketiga	20 ILL (b)		T
453	title	hakmilik	115 ILL		T
454	title deed	surat ikatan hakmilik	130 (1)		T
455	assert	menegaskan	101 (1)	PRPM	T
456	transaction	transaksi	6		N
457	transfer	pindah milik	94		T
458	treatise	treatis	60 (2)		N
459	trespass	menceroboh	42 ILL		T
460	trial	perbicaraan	14		T
461	tribunal	tribunal	74 (a) (ii)		DB
462	undertaking	aku janji	136 (2)		T
463	underwriter	penaja jamin	153 ILL (a)	IU: pengunderait	T
464	undue delay	kelengahan yang tidak berpatutan	73A (2)		T
465	unworthy of credit	tidak boleh dipercayai	155 (a)	PRPM	T
466	usage	kelaziman	49 (a)		T
467	valid	sah	112		T
468	validity	kesahan	162 (1)		T
469	veracity	kebenaran	146 (a)		T
470	warrant	memberikan waranti	92 ILL (g)		LB
471	will	wasiat	8 (2) ILL (d)		T
472	witness	saksi	3		T
473	wrong	salah	45 ILL (b)		T
474	young person	orang muda	114 ILL (i) (iv)		T

**APPENDIX B**  
**LINGUISTIC BORROWING IN EVIDENCE ACT**

**Direct Borrowing**

1	bailor	<i>bailor</i>
2	broker	<i>broker</i>
3	fraud (fraudulently)	<i>fraud</i>
4	libel	<i>libel</i>
5	memorandum	<i>memorandum</i>
6	proviso	<i>proviso</i>
7	tribunal	<i>tribunal</i>

**Naturalisation**

1	access	<i>akses</i>
2	account	<i>akaun</i>
3	act	<i>akta</i>
4	Act of Parliament	<i>Akta Parlimen</i>
5	admiralty	<i>admiralti</i>
6	affidavit	<i>afidavit</i>
7	agent	<i>ejen</i>
8	amount	<i>amaun</i>
9	assurance	<i>insurans</i>
10	bailee	<i>baili</i>
11	bigamy	<i>bigami</i>
12	bond	<i>bon</i>
13	case	<i>kes</i>
14	civil case	<i>kes sivil</i>
15	client	<i>klien</i>
16	contingency	<i>kontingensi</i>
17	contract	<i>kontrak</i>
18	decree	<i>dekri</i>
19	defendant	<i>defendan</i>
20	deposition	<i>deposisi</i>
21	document	<i>dokumen</i>
22	enactment	<i>enakman</i>
23	estoppel	<i>estoppel</i>
24	fact	<i>fakta</i>
25	fee	<i>fi</i>
26	firm	<i>firma</i>
27	formality	<i>formaliti</i>
28	function	<i>fungsi</i>
29	identity	<i>identiti</i>
30	incident	<i>insiden</i>
31	inference	<i>kesimpulan / inferens</i>
32	insurance	<i>insurans</i>

33	intimidation	<i>intimidasi</i>
34	jury	<i>juri</i>
35	justification	<i>justifikasi</i>
36	liability	<i>liabiliti</i>
37	licence	<i>lesen</i>
38	Magistrate	<i>Majistret</i>
39	motive	<i>motif</i>
40	notice	<i>notis</i>
41	obligation	<i>obligasi</i>
42	ordinance	<i>ordinan</i>
43	penalty	<i>penalti</i>
44	pleading	<i>pliding</i>
45	policy of insurance	<i>polisi insurans</i>
46	principal	<i>prinsipal</i>
47	probate	<i>probet</i>
48	procedure	<i>prosedur</i>
49	proceedings	<i>prosiding</i>
50	proclamation	<i>proklamasi</i>
		<i>bangkitan marah / provokasi</i>
51	provocation	<i>provokasi</i>
52	recital	<i>resital</i>
53	representation	<i>representasi</i>
54	reputation	<i>reputasi</i>
55	section	<i>seksyen</i>
56	security	<i>sekuriti</i>
57	solvent	<i>solven</i>
58	statute	<i>statut</i>
59	term	<i>terma</i>
60	terms of contract	<i>terma kontrak</i>
61	testimony	<i>testimoni</i>
62	transaction	<i>transaksi</i>
63	treatise	<i>treatis</i>

### Loan Translation

1	active confidence	<i>kepercayaan aktif</i>
2	admissibility of evidence	<i>kebolehterimaan keterangan</i>
3	admissible evidence	<i>keterangan boleh terima</i>
4	armed insurrection	<i>pemberontakan bersenjata</i>
5	burden of proof	<i>beban membuktikan</i>
6	charitable foundation	<i>yayasan khairat</i>
7	condition precedent	<i>syarat duluan</i>
8	construction of will	<i>pentafsiran wasiat</i>
9	contemporaneous agreement	<i>perjanjian semasa</i>
10	corroborative evidence	<i>keterangan menyokong</i>
11	course of business	<i>perjalanan urusan</i>
12	criminal procedure	<i>tatacara jenayah</i>
13	criminal prosecution	<i>pendakwaan jenayah</i>
14	cross-examination	<i>pemeriksaan balas</i>
15	cross-examine	<i>memeriksa balas</i>
16	disposition of property	<i>pelupusan harta</i>
17	due course	<i>mengikut amalan biasa</i>
18	dying declaration	<i>akuan nazak</i>
19	examination-in-chief	<i>pemeriksaan utama</i>
20	express condition	<i>syarat nyata</i>
21	express consent	<i>persetujuan nyata</i>
22	express provision	<i>peruntukan nyata</i>
23	fictitious person	<i>orang palsu (orang ada-adaaan)</i>

24	general exception	<i>kecualian am</i>
25	good consideration	<i>balasan yang cukup</i>
26	grave and sudden provocation	<i>provokasi besar dan mengejut / bangkitan marah besar dan mengejut</i>
27	ground of opinion	<i>alasan pendapat</i>
28	immovable property	<i>harta tak alih</i>
29	interest of justice	<i>kepentingan keadilan</i>
30	leading question	<i>soalan memimpin</i>
31	local authority	<i>pihak berkuasa tempatan</i>
32	local Government	<i>kerajaan tempatan</i>
33	mistake in law	<i>kesilapan undang-undang</i>
34	open court	<i>mahkamah terbuka</i>
35	pecuniary interest	<i>kepentingan wang</i>
36	power of attorney	<i>surat kuasa wakil</i>
37	presumption of law	<i>anggapan undang-undang</i>
38	previous good character	<i>watak baik terdahulu (watak baik dahulu)</i>
39	proprietary interest	<i>kepentingan ketuanpunyaan</i>
40	public right of way	<i>hak lalu-lalang awam</i>
41	reasonable time	<i>masa yang munasabah</i>
42	representative in interest	<i>wakil dari segi kepentingan</i>
43	revenue officer	<i>pegawai hasil</i>
44	right of way	<i>hak lalu-lalang</i>
45	rules of construction	<i>rukun pentafsiran</i>

**Loanblend**

1	accrued	<i>terakru</i>
2	awarded	<i>diawardkan</i>
3	bankruptcy	<i>kebankrupan</i>
4	bill of exchange	<i>bil pertukaran</i>
5	charter	<i>mencarter</i>
6	civil procedure	<i>tatacara sivil</i>
7	conclusive proof	<i>bukti konklusif</i>
8	confidential communication	<i>komunikasi sulit</i>
9	consigned	<i>dikonsainkan</i>
10	consular officer	<i>pegawai konsul</i>
11	Criminal Procedure Code	<i>Kanun Prosedur Jenayah</i>
12	criminal proceeding	<i>prosiding jenayah</i>
13	depose	<i>mendeposkan</i>
14	documentary evidence	<i>keterangan dokumentar</i>
15	endorse	<i>mengendorskan</i>
16	endorsed	<i>diendorskan</i>
17	estop	<i>mengestop</i>
18	excise law	<i>undang-undang eksais</i>
19	fact in issue	<i>fakta persoalan</i>
20	immaterial	<i>tidak material</i>
21	insolvent	<i>tidak solven</i>
22	judicial proceeding	<i>prosiding kehakiman</i>

23	judicial record	<i>rekod kehakiman</i>
24	legal fee	<i>fi di sisi undang-undang</i>
25	legal professional adviser	<i>penasihat profesional undang-undang</i>
26	licensee	<i>pemegang lesen</i>
27	licensor	<i>pemberi lesen</i>
28	material part	<i>bahagian material</i>
29	mistake in fact	<i>kesilapan fakta</i>
30	notary public	<i>notari awam</i>
31	obligor	<i>penanggung obligasi</i>
32	performance of contract	<i>pelaksanaan kontrak</i>
33	primary evidence	<i>keterangan primer</i>
34	private document	<i>dokumen persendirian</i>
35	Privy Council	<i>Majlis Privy</i>
36	public notice	<i>notis awam</i>
37	relevancy of fact	<i>keberkaitan fakta</i>
38	secondary evidence	<i>keterangan sekunder</i>
39	Sessions Court	<i>Mahkamah Sesyen</i>
40	specific performance	<i>pelaksanaan spesifik</i>
41	subsection	<i>subseksyen</i>
42	summoned	<i>disaman</i>
43	warrant	<i>memberikan waranti</i>

## APPENDIX C INTERVIEW PROTOCOL

Date: \_\_\_\_\_ Place: \_\_\_\_\_  
Interviewee: \_\_\_\_\_ Gender: \_\_\_\_\_ Ethnicity: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Interviewed by: \_\_\_\_\_

### **Interview Questions:**

#### **PART I: About yourself**

1. How long have you been practicing as a lawyer?
2. Where did you receive your education in law studies?
3. What sort of cases you deal with? Civil or criminal?

#### **PART II: Language use at work**

4. What language are you more familiar with in your work?
5. How much bahasa Malaysia do you use in your work everyday? Do you use it in court or with clients?

#### **PART III: Translation of legal documents**

6. Do you find any problems in translating legal documents?
7. Do you think a specialised group of translators (legal translators) should be created by the DBP or AGC?
8. Do you find any problems using Malay legal terms which are borrowed terms?
9. Do you use this book as a reference, Istilah Undang-undang from DBP?

#### **PART IV: Use of legal terms with clients**

10. Have you work for clients who use bahasa Malaysia only?
11. In your work, if you have to use bahasa Malaysia with the clients, do they have difficulties understanding borrowed terms in Malay?
12. Can you provide (5) examples of borrowed terms that pose problems in lawyer-client communication? In what way do these terms pose problems to you and to your clients? How do you deal with the difficulties?
13. Do you have anything else that you would like to contribute along this line of discussion?

## APPENDIX D INTERVIEW TRANSCRIPT

### Interview Transcript (1)

Date: 16 May 2010  
Place: Centrepoint, Bandar Utama  
Interviewee: Penny  
Gender: Female  
Mother Tongue: Chinese  
Interviewed by: Phoebe Lim

#### **PART I: About yourself**

**Q1. How long have you been practicing as a lawyer?**

I was called to the bar at 1 August 2008. So it's about 1 year and 4 months.

**Q2. Where did you receive your education in law studies?**

Universiti Malaya.

**Q3. What sort of cases do you deal with? Civil or criminal?**

I did both. For the civil one, I will do breach of contract cases. For criminal cases, I did CBT (Criminal Breach of Trust), meaning that you swindle people's money. You take the company's money, and forgery. All the security acts, you give false information to the security commission. We use Evidence Act, Penal Code (the normal one, the general one which governs everything), then we have the Akta Suruhanjaya Sekuriti. Akta Keterangan is usually used during the trial itself, like you want to know whether the particular evidence is admissible or not.

#### **PART II: Language use at work**

**Q4. What language are you more familiar with in your work?**

English.

**Q5. How much bahasa Malaysia do you use in your work everyday? Do you use it in court or with clients?**

I used English more often; even in both firms I used more of English. Unless I'm speaking to a client who is not good at English, and I can't speak in other languages with them, so we use BM. I don't use BM everyday. While talking to my colleges, other lawyers, and even to the staffs, we use English.

[Concerning the use of BM], I would say, to the clients is seldom, and to the court is frequent. Any things that we want to file in the court must be in BM. Any applications, any summons must be BM, not necessarily English. Normally in civil cases, the lower courts, let say we are the plaintiff, lets say is like negligence, accidents happen, we want to memulakan tindakan, institutute a suit. We need to have a *saman*, and *penyataan tuduhan*, all these have to be in BM. We can say, to initiate a suit, the documentations

must be in BM. And then in every court, high court, court of appeal, and federal court, all applications in BM. For applications must be in BM, if not, they would not accept that you have instituted anything at all.

### **PART III: Translation of legal documents**

#### **Q6. Do you find any problems in translating legal documents?**

Ya, sometimes when we cannot translate the word, we put in bracket what the word is in English. For example, *penyatuan isu* (rejoinder of issue). Rejoinder sounds better. First, the plaintiff puts out the statement of claim, the defense reply, and then the plaintiff reply back to the defense. Plaintiff, defendant, then plaintiff. Then if the defendant wants to reply back, it would be under rejoinder. Rejoinder means you actually reply and join issues to what is raised earlier, and also to raise certain thing that you want to reply back. That means we maintain our earlier stance, this is our claim. You respond to the same or new issue, it's called rejoinder.

Some Malay words are not so easy to understand. For example, *mengemukakan*—adduce. They don't understand *mengemukakan*. Clients understand adduce better. For *mengemukakan*, sometimes they will be thinking what do you mean by *mengemukakan* (it's actually the same thing with adduce), like you adduce evidence, you *mengemukakan keterangan di mahkamah*. Present the evidence in court. That is a normal word.

*Pemunyaan* (ownership) is like quite blur. The better word is *pemilikan*.

Sometimes the BM words are easier to understand than the English. Like damages—*ganti rugi*. The meaning is easier to understand in BM. Damages can be *kerugian* or *ganti rugi*. Depends on how you phrase it. You *meminta ganti rugi, dia mengalami kerugian sebanyak* (suffered amount of damages). *Membayar ganti rugi*, the plaintiff hereby claims *ganti rugi am, ganti rugi khas*. Even the lawyers have problems. Like the word *kerusakan, ganti rugi*, have to explain in the context what they mean, and give examples.

Lawyers have problems in translation. Let's say I want to translate a whole statement defense, maybe it's 17 pages, consist of many paragraph, starts with who's the claimant, what is the breach, end with what you want to claim for, and then you may want to stop the person from permanently do the thing...injunksi tetap. So you want to translate the whole thing in English.. the meaning plus the spirit of the English should be the same in BM. It's difficult, because sometime the word lacking in BM, and we don't really want to explain so much, and explain accurately the English one. And you cannot add extra paragraph, and not advisable to add extra word. For legal translation, you can only translate the word directly to BM. So some lawyers have problem in BM, they cannot write what the English thing means. If you take directly from the dictionary, it's going to sound very weird. But we have to do it, no choice, because every application must be in BM. Luckily, the court will read the English version. The context, the meaning must be the same, what you want to convey, the effect must be the same because if it's not the same, the court may not see what you want. Luckily sometimes the court will help. We ask them to rely on the English version.

#### **Q7. Do you think a specialised group of translators (legal translators) should be created by the DBP or AGC?**

I think that setting up a specialized team is good provided that the team has legal degree in law or are practicing lawyers. This is because to translate legal documents has to be accurate and convey the correct message and meaning when the document is read as a whole. It will be a problem if the translation may not convey the proper meaning and legal effect as a whole. This is especially important as Malaysia only recognize cause papers in BM (cause paper, i.e. for filing in court to institute an action). At the end, the lawyers still have to check these translations.

**Q8. Do you find any problems using Malay legal terms which are borrowed terms?**

I think that it saves time but it is not something a lawyer should practice always because it is a short cut method. Problem arises when submitting in court orally or during cross examination in full trial where the witness or judge may not understand the borrowed term and you have to explain to them. If you are not correct in explaining the term you will convey a slightly different meaning. Lawyers should keep themselves updated in the BM language and not practise this borrowed term all the time.

**Q9. Do you use this book as a reference, *Istilah Undang-undang* from Dewan Bahasa dan Pustaka?**

I usually use *Istilah Undang-undang* by Sweet & Maxwell Asia.

**PART IV: Use of legal terms with clients**

**Q10. Have you work for clients who use bahasa Malaysia only?**

The clients whom I worked with, not many don't understand English. I only recall one or two clients who, I need to use BM with them because they are really old. Some clients (Chinese) who is above 60 years of age are very poor in English, and I can't speak Mandarin, the only way [to communicate] is BM, and I also mixed with Hokkien. But BM will be the main if I want to translate the legal terms. I would say [such circumstance] apply to the illiterate.

Normally, the Malay clients will know English and BM, and the Chinese clients in Mandarin (mother tongue) and BM, follow by English. Only the more educated Chinese can understand English.

I remember during my chamberlain, I went to court to help those that are without lawyers, so we have difficulties to translate. Those are uneducated people, they are caught for stealing, possession of drugs.

**Q11. In your work, if you have to use bahasa Malaysia with the clients, do they have difficulties understanding borrowed terms in Malay?**

The clients are not so concerned about the translation part. They are more concerned on what do you mean by I'm sued for this.

**Q12. Can you provide (5) examples of borrowed terms that pose problems in lawyer-client communication? In what way do these terms pose problems to you and to your clients? How do you deal with the difficulties?**

[Example 1]

*Liabiliti. Liabiliti* means what they are being liable for. In criminal, it means what is their punishment. In civil cases, it means do they have to pay ganti rugi, or in monetary terms, what is their cost, would they be ask to stop permanently from doing the particular thing.

[Example 2]

Fraud. Explain, basically you tipu orang kan?

**Do you think using *penipuan* is better?**

I think fraud is better, because it is wider than *penipuan*. There are a lot of types of fraud.

[Example 3]

*Adil dan wajar*—just and equitable. We use in every suit. Dan apa-apa relief yg mahkamah fikir sesuai dan manfaat/wajar. Adil dan wajar, adil atau suai manfaat. Equitable is more understandable than wajar and suai manfaat. Equitable is wider than wajar.

**How do you explain if they don't understand equitable?**

You just tell them that what the court is likely to give which is fair and reasonable. Things that you may not claim but the court think . maybe during the trial you want to apply for other things, then the court will allow. If new issue will be raised. Or the court may give to the plaintiff although the plaintiff didn't ask. The Malay word is not really suitable. In BM should be ekuiti.

[Example 4]

*Kepentingan benefisial*—beneficial interest. Interest-kepentingan. These 2 words are a bit different, isn't it? What do you mean by kepentingan? Beneficial interest is like what are my rights in this thing. Beneficial interest is not written interest. For example, you buy things, and you haven't sign the contract yet, because you already have the kepentingan, because you have already agreed with them. So let's say the person go and sell to another person, then you say you're suppose to sell to me, so you have a beneficial interest. You can sue by stating this person has agreed and what damage you suffered. For benifisial, they will ask is it the same thing as beneficial.

[Example 5]

Another word is 'liquidation' which becomes *dalam likuidasi* and it means the company is in winding up. We usually explain in BM that the company *adalah dalam proses digulungkan oleh syarikat atau individu lain dan syarikat mempunyai masalah untuk memberi apa kebenaran bagi apa-apa permintaan*. Actually many people don't really understand legal jargons/ terms even in English and we usually explain the effect and meaning to them before they sign any document. It is advisable to use simple language which is still acceptable by the Courts unless it is required under the law to be in legal jargon/legal term, for example the word 'Writ of Summons' (*writ saman* in BM). If not, the document can't be filed in court.

**Q13. Do you have anything else that you would like to contribute along this line of discussion?**

As a conclusion, I either use a simpler words, which is suitable, roughly the same, but may not be totally the same, it's safe to say that. Then you give some examples.

## **Interview Transcript (2)**

Date: 3 August 2010

Place: Bangunan Mahkamah Shah Alam

Interviewee: Aishah

Gender: Female

Mother tongue: Malay

Interviewed by: Phoebe Lim

### **PART I: About yourself**

**Q1. How long have you been practicing as a lawyer?**

Called to the bar April 2004. 6 years.

**Q2. Where did you receive your education in law studies?**

UIA. Our medium of instruction is also English, so we don't have problem while practicing.

**Q3. What sort of cases do you deal with? Civil or criminal?**

Civil.

### **PART II: Language use at work**

**Q4. What language are you more familiar with in your work?**

It depends. If let's say the case we file in high court, we normally use English instead of BM.

**Q5. How much bahasa Malaysia do you use in your work everyday? Do you use it in court or with clients?**

It depends. If we fail in high court, within the jurisdiction of the high court, we file the cause papers in English. Some judges require that we have two translations. If we fail in bahasa, we should have English translation. If we file in English, we should have bahasa translation.

### **PART III: Translation of legal documents**

**Q6. Do you find any problems in translating legal documents?**

No, because we do have law dictionary.

**You do the translation by yourself?**

Yes. because like the terms 'injunction', then we just adopt the English terms to be *injunksi* in bahasa.

**Q7. Do you think a specialised group of translators (legal translators) should be created by the DBP or AGC?**

No. We use translators only in respect of affidavits. Let's say affidavit, the deponent of the affidavit is a Chinese, he does not understand or know English or Bahasa very well. So we have to use Chinese translators to translate. If the affidavit is in English, we bring the deponent before a translator, and let him translate and interpret whatever content of the affidavit, then it will be translated to make him understand.

**Is this form of translation written or spoken?**

Spoken, because written already in the affidavit.

#### **PART IV: Use of legal terms with clients**

**Q8. Do you find any problems using Malay legal terms which are borrowed terms?**

We do use a lot of borrowed terms. Normally we use that term in any event if let say, Malay terms have the English...absolutely in English terms. We have legal terms in English, but in bahasa normally we don't have that, so we don't know how to interpret the terms, so instead of wrongly interpret the meaning, we just convert; we borrowed the English terms to be adopted in the Malay terms.

Normally we do have problems using these borrowed words. But we do have law dictionary, so we make sure the terms are correctly used, interpreted from the English to bahasa.

**Q9. Do you use this book as a reference, *Istilah Undang-undang* from Dewan Bahasa dan Pustaka?**

No, I don't. Sometimes when I need to translate from English to Bahasa, I use dictionary of law.

**Q10. Have you work for clients who use bahasa Malaysia only?**  
[not asked.]

**Q11. In your work, if you have to use bahasa Malaysia with the clients, do they have difficulties understanding borrowed terms in Malay?**

Normally, when I talk to clients, I don't use legal terms because they don't understand. As layman, no point of me using English legal terms. All lawyers will use the terms in court—with the judge, when we submit. Only judges and lawyers know exactly what the meanings of the terms are.

**Q12. Can you provide (5) examples of borrowed terms that pose problems in lawyer-client communication? In what way do these terms pose problems to you and to your clients? How do you deal with the difficulties?**

[Example 1]

First is 'specific performance'. I don't have problem with that, but normally when I tell clients, "In this case, I think we should file for specific performance. They don't understand what is specific performance. So I have to explain. I'm used to the terms already, but to clients, they don't understand legal terms.

### [Example 2]

Let's say we should apply for an injunction. "Can you explain what is injunction? I don't know." Normally I'll get that feedback. "In bahasa, we called it *injunksi*." (If my client is Malay). So I have to explain further what is an injunction. Let's give an example of injunction. "Kita *failkan* application *untuk* stop *parti* from..." Let's say there is a court order, we have to call for injunction to stop the order, depends on the fact of the case, of the situation.

### [Example 3]

'Interim injunction'. 'Injunction' is *injunksi*. In bahasa, *injunksi interim* is correct, but layman wouldn't know what is 'interim injunction'. We have two types of injunction, interim injunction and perpetual injunction. But normally, we apply for interim injunction first. 'Interim injunction' is where the court will fix a date, and this injunction will be heard *ex parte*.

### **For 'injunction', will the BM word *sekatan* be appropriate to use?**

*Sekatan*....No no no. That one is prohibitory order. *Sekatan* means restraining. 'Injunction', it stands on itself. The term stand on its own, speak for itself.

### [Example 4]

'Declaration'? 'Declaration' in bahasa in *deklarasi*. We apply for declaration to say that, for example, an agreement is entered between parties, but it doesn't follow the law, *ultra vires* law. So we have to apply for a declaration, for the court to decide that the agreement is null and void by reason of *ultra vires*.

### **Do you prefer *deklarasi* or *perisytiharan*?**

No no. That's why. We don't have the translation. 'Declaration', we cannot simply call *perisytiharan*. In the court or in documents, we put the word *deklarasi*. [Looking at *Istilah Undang-undang*] Here they put declaration as *penetapan*, *akuan*, *perisytiharan*, or *deklarasi*. I choose the word *deklarasi*. It's more accurate compared to other words.

### [Example 5]

'Fraud', good idea. 'Fraud' in bahasa also we call *frod* but the spelling is different. In English F-R-A-U-D, in bahasa F-R-O-D. Normally if we mention to the court fraud, the court knows. Lawyers know, even laymen know. If you mention fraud, everybody knows, but it's just how to put fraud, what is the element of fraud, that one normally laymen wouldn't know.

### [Example 6]

'Estoppel'. 'Estoppel' in bahasa is also *estoppel*, but how to make people understand what is 'estoppel'. Use layman terms to explain.

### **Q13. Do you have anything else that you would like to contribute along this line of discussion?**

In court, most of us lawyers, we don't have problems because we prepare the cause papers, application, writ summons, every single thing. But the problem is when we have to explain to clients. Some clients come to us empty-handed. They just come with their facts of the case. So from the facts of the case we [have to] study. What is the principle of law is applicable to the case, then only we apply. But we have to explain to them.

Let's say, "I think this case is suitable if you apply for a declaration." They don't know how to relate declaration. What [is it] for? What is declaration? What is the relationship between my case and declaration? So we have to relate, "Since the agreement you brought before me is an *ultra vires* agreement, we should obtain a declaration to declare that this agreement is null and void." So we have to explain further to the layman. Of course for us lawyers, we don't have problems because we study law, and we know how to apply the principle. Just for laymen.

### **Interview Transcript (3)**

Date: 30 July 2010  
Place: Lawyer's firm office  
Interviewee: Lily  
Gender: Female  
Mother tongue: Chinese  
Interviewed by: Phoebe Lim

#### **PART I: About yourself**

**Q1. How long have you been practicing as a lawyer?**

9 years.

**Q2. Where did you receive your education in law studies?**

LLB (External) London at Kolej Damansara Utama.

**Q3. What sort of cases do you deal with? Civil or criminal?**

Civil. No criminal.

#### **PART II: Language use at work**

**Q4. What language are you more familiar with in your work?**

Both English and BM.

**Q5. How much bahasa Malaysia do you use in your work everyday? Do you use it in court or with clients?**

I use it in court rather than with clients. With the clients, I usually use English. And if my clients are chinese-speaking Chinese, then we speak Cantonese or Hokkien.

In the lower courts, we use bahasa Malaysia. Sometimes if we cannot think of the terms, we can speak in English terms, then after that, we switch back to bahasa Malaysia. Sometimes it [the word] just doesn't occur to us, even if we have to use bahasa Malaysia, it will take a while for us to think what do they want, what is the meaning intended for the word. Like *perisytiharan*. but now I know, because I saw some documents, some lawyers using *perisytiharan* [for 'declaration'], so I realize it now. Otherwise, the first time when I see it, I will be wondering what it is.

#### **PART III: Translation of legal documents**

**Q6. Do you find any problems in translating legal documents?**

When I'm not sure about some terms, I will refer. Sometimes I think we have to use the terms in accordance with the meaning that should be accorded. Not necessarily a direct translation.

**Do you translate documents yourself?**

Yes I do.

**Q7. Do you think a specialised group of translators (legal translators) should be created by the DBP or AGC?**

No.

#### **PART IV: Use of legal terms with clients**

**Q8. Do you find any problems using Malay legal terms which are borrowed terms?**

To me, borrowed terms are not a problem at all. Perhaps I come from a younger generation. You have to ask the older generation people, maybe this pose a problem to them.

**Q9. Do you use this book as a reference, *Istilah Undang-undang* from Dewan Bahasa dan Pustaka?**

Oh, we do use *Istilah Undang-undang*, but not the same book as this. Because there are so many types of books that goes for *Istilah Undang-undang*. Sweet & Maxwell. I've not seen this before. Sweet & Maxwell is the publisher of law books.

**Q10. Have you work for clients who use bahasa Malaysia only?**

So far no. Even if it's a Malay client, we still use mix language, as in Bahasa Malaysia and English.

**Q11. In your work, if you have to use bahasa Malaysia with the clients, do they have difficulties understanding borrowed terms in Malay?**

Ya, but towards elderly Malays, I will speak to them in Malay. Sometimes you don't need to explain to people so much of legal terms, of formal terms. Like what I've said, the most important thing to them is the concept. Let them understand what kind of a law is this. {Looking at the book} Process—*proses*. Nowadays they have this *Istilah Undang-undang*, I don't think it will be too difficult. The base is English words. So you have the explanation in English dictionary.

**Q12. Can you provide (5) examples of borrowed terms that pose problems in lawyer-client communication? In what way do these terms pose problems to you and to your clients? How do you deal with the difficulties?**

#### **[Example 1]**

'Injunction' is a legal term. So it's not a matter of they don't understand the word *injunksi*. I thinks it's more of they don't understand how an injunction works. If you tell them 'injunction', in BM *injunksi*, but they don't know what is the concept. Example,

‘injunction’. If it’s a ‘prohibitory injunction’, you’re prohibited from doing something. If it’s a mandatory injunction, that means you’re being enjoined to do something. If you explain to them, they will be able to understand better the concept.

[Example 2]

‘Fraud’, [in Malay], I will put *frod*. *Frod* is in a way cheating. Something you have done dishonestly. I can use the exact word, but more importantly is the concept or the meaning, as to how it works.

[Example 3]

For instance, obligation—*obligasi*. Obligation is your responsibility, I’ll speak like that with them.

**Do you think that sometimes Malay words need to be used instead of borrowing?**

I would think no. Simply because for practical reasons. For example like obligation, you borrow the term *obligasi* instead of *tanggungjawab*. It makes it very simple for us. We shouldn’t give a Malay word by itself to the word ‘obligation’. I think the borrowed term *obligasi* is good enough. Simply because if I use the word *tanggungjawab*, I have an English term that is called ‘responsibility’.

[Example 4]

‘Immunity’, here they put it as *kekebalan*. I have never come across the word *kekebalan*, so usually I will use *imuniti* I-M-U-N-I-T-I.

***Kebal* means invincible.**

Oh, really? Even that, I don’t know that word. I think if you do it in the way of obligation—*obligasi*, it makes it easier for the judge also. Just like ‘immunity’, if I put it as *kekebalan*, then they will be wondering, what am I trying to explain. Sometimes Malay words can have so many meanings. They will be wondering, what is it that you are trying to tell. Sometimes it just doesn’t jell if you go for direct translation, or if you go to the direct word for it.

[Example 5]

Another example, ‘declaration’. I will put there *deklarasi*. Otherwise, is there any other word that you can identify?

***Perisytiharan*.**

Ya. *Perisytiharan*. Some people, I do see their documents using *perisytiharan*. But I like the simple term, *deklarasi*. The moment you put there *deklarasi*, people will know it as ‘declaration’. If you put there *perisytiharan*, it just doesn’t come in the twinkle of light that it is ‘declaration’. Declaration is a release in law, that means you ask the law to declare something. It’s on the English word ‘declaration’, ‘declaratory relief’. So in

BM, I use *deklarasi*. *Relief deklarasi*. I wouldn't like automatically use the word *perisytiharan*.

**So the whole legal system is very much based on English. Is it a problem using bahasa all these years?**

Not really. Initially you are not used to it, but later, as you do more and more drafting, the terms come by easier for you. Speaking maybe is a bit more difficult, but you already have that kind of thought in you when you do the drafting, so you can get the words more fluently.

## **Interview Transcript (4)**

Date: 3 August 2010  
Place: Lawyer's firm office  
Interviewee: Hisham  
Gender: Male  
Mother tongue: Malay  
Interviewed by: Phoebe Lim

### **PART I: About yourself**

**Q1. How long have you been practicing as a lawyer?**

14 years.

**Q2. Where did you receive your education in law studies?**

UIA.

**Q3. What sort of cases do you deal with? Civil or criminal?**

I do both civil cases and criminal cases

### **PART II: Language use at work**

**Q4. What language are you more familiar with in your work?**

Of course BM, but mostly both languages.

**Q5. How much bahasa Malaysia do you use in your work everyday? Do you use it in court or with clients?**

We use bahasa when we're doing case in court, but for the normal lectures all in English.

**What about when you're communicating with your clients?**

It depends. If the client is Malay, we speak in Malay. Some, including the Chinese, they prefer English. It depends.

### **PART III: Translation of legal documents**

**Q6. Do you find any problems in translating legal documents?**

Normally, the court documents, we translate ourselves in every court except the court of supreme. In Malaysia, from the lower court until the high court, our medium of communication is bahasa. Unless certain level is required in English. This also depends on the judge. Some judge prefer to be in English, some judge prefer to be in bahasa. But the normal rule, practice is to be in bahasa because there is the guideline that we have to use bahasa Malaysia. That's our medium of communication.

**Q7. Do you think a specialised group of translators (legal translators) should be created by the DBP or AGC?**

We have engaged experts on bahasa, including interpreters. From English to bahasa, normally don't need to translate. Because the court normally understands. The court understands the English language, so we wouldn't translate. Only the court documents. Only when [the documents] involve foreign language and Chinese language or the Tamil language, or maybe Italian language, Japanese language. For the cause papers, we usually do it in Malay. So it's not so much of necessity. Unless the judges require the parties to prepare the documents in both languages. Some judges are strict; they require the documents to be in both languages. At those times, we normally translate from Malay to English, or English to Malay.

#### **PART IV: Use of legal terms with clients**

**Q8. Do you find any problems using Malay legal terms which are borrowed terms?**

**Q9. Do you use this book as a reference, *Istilah Undang-undang* from Dewan Bahasa dan Pustaka?**

This is the book I refer to [showing *Istilah Undang-undang* by Sweet & Maxwell].

**Q10. Have you work for clients who use bahasa Malaysia only?**

The clients may be criminals. I'm also a criminal lawyer. So we use to communicate in bahasa.

**Q11. In your work, if you have to use bahasa Malaysia with the clients, do they have difficulties understanding borrowed terms in Malay?**

Ya, normally clients quite uncertain or don't understand what are the terms because public normally wouldn't understand legal terms. All these terms we learn in the law school. Unless it's a normal term, they can't understand.

**Q12. Can you provide (5) examples of borrowed terms that pose problems in lawyer-client communication? In what way do these terms pose problems to you and to your clients? How do you deal with the difficulties? [For a start, I provide the term 'injuntion.']**

[Example 1]

Some understand. For those educated, I think they understand, because the root word is from the English. For the word *injunksi*, they won't understand because *injunksi* is a term, it is not common. For the common word, they will understand, for the uncommon words, I think they will not understand. So we have to give the meaning behind the word. We explain to them in simple terms, that is to prevent one party to do one thing.

[Example 2]

'Capacity'. In bahasa, also *kapasiti*.

**According to *Istilah Undang-undang DBP*, 'capacity' in BM is *keupayaan*. Do you use *keupayaan* with your clients?**

We don't use *keupayaan*, we use *kapasiti*. Capacity is a legal term. It means your capacity to make transaction. *Keupayaan* is more to strength. In law, we called it

'capacity'...the law allows them to make transaction. For example, for those who are bankrupt, they don't have the capacity to make transaction. Capacity is more to allow.

[Example 3]

**What about the word 'fraud'?**

'Fraud' normally in Malay we say *tipu*.

[Example 4]

The word 'bankruptcy', in Malay *kebankrupan*. It's from the English word.

[Example 5]

'Beneficial', in bahasa *benefisial*.

**Will they understand this word *benefisial*?**

The public will not understand. They will ask the lawyer; that is the purpose of the lawyer—to explain and give guidance to the public. Because all these words, only lawyer knows. But some people now are more educated, they know.

**There is a word for 'benefit' in bahasa Malayisa, *manfaat*. Can we use this word instead?**

The meaning is different. *Manfaat* and *benefisial* is different, although in bahasa *manfaat* has the meaning of benefit, but the real meaning behind is different.

'Beneficiary' is people, when you have interest in something. Let say you buy a land, you pay the money, you acquire the right to the property, you are called the beneficial, but *manfaat* is different. BM not quite express the word?

That's why we have to use English to make sure the whole meaning [is there].

**Q13. Do you have anything else that you would like to contribute along this line of discussion?**

Common people, I think they don't understand the legal term. We explain to the client what are our point, only during the submission stage. Normally the clients ask after submission. Submission is after the trial. But now the court seems to go by way of submission. The court will read the submission, and if the court finds any doubt, they will call the party for explanation. This is the normal practice now in court. Legal term normally we use in writing. During the submission, the lawyer speaks normal language, but in writing we use legal term.

## **Interview Transcript (5)**

Date: 4 June 2010

Place: Interviewee's home

Interviewee: Janice

Gender: Female

Mother tongue: Chinese

Interviewed by: Phoebe Lim

### **PART I: About yourself**

#### **Q1. How long have you been practicing as a lawyer?**

I was called to the bar in 1992. So it's about 18 years.

#### **Q2. Where did you receive your education in law studies?**

I did my LLB (external program under the University of London). My first two years here I study in RIMA college, and final year in U.K.

#### **Q3. What sort of cases do you deal with? Civil or criminal?**

I do generally civil cases, but I do selectively criminal cases. Selectively means I select clients when I feel I have burden for them, then I will do it. I don't do criminal cases for the sake of doing criminal cases. But I do it when there's a need, there's really the circumstances showing that you need a lawyer urgently to do it. But the criminal cases are totally different. The act actually is very simple. But you must know the process. Whether your client is guilty under that provision, you have to study.

### **PART II: Language use at work**

#### **Q4. What language are you more familiar with in your work?**

English, but Malay is also OK. I don't speak that much, but when I read [in Malay], I understand. When I want to use [Malay] words, I have enough words to use for my paper.

Bahasa Malaysia is the main language of the court now. Actually it has been the main language all these while. Since the National Language Act. And all cause papers, even judges, I think. In early 90s, most of the courts there will put 'Sila Cakap Bahasa Malaysia.' We will address the court, "Ya, Yang Arif, saya bagi pihak plaintiff, or saya bagi pihak pemohon untuk bicara lampiran so and so. Your Lord,..." Then we start in English. You know, it's faster and easier. If you tell the judge, "Saya memohon Yang Arif..." You're not fluent, or even you're fluent, I mean some of course they are very fluent, their Malay is very fluent, to them there is no problem, but most of the senior counsels, senior lawyers, they are slow in their Malay. I know that some lawyers and judges don't really know Malay, they only know how to read, they don't really understand.

#### **Q5. How much bahasa Malaysia do you use in your work everyday? Do you use it in court or with clients?**

[I use bahasa Malaysia] while writing cause paper. Of course, sale and purchase agreements and all these are in English. Clients, depends on their race. For Chinese, we'll speak to them in Chinese. If they are Malays, well, normally when Malays come to lawyers, they know how to speak English. They are not that "kampung".

When you only go to court to do your submission, in this case we will do it in English naturally. I would say, almost 99% of submission of cases are in English. That's why...especially the more you practice, the less Malay you use, because at the end, the more senior you are, you are doing more submission than doing cause paper. Submission are all in English.

### **PART III: Translation of legal documents**

#### **Q6. Do you find any problems in translating legal documents?**

Under Rules of High Court, the language must be in Malay. You can translate into English. Some senior counsels or senior lawyers who are not very familiar with Malay will still do their cause paper in English. Then they get the juniors to translate for them into Malay. Then only you can submit to the court. Otherwise, if you submit it in English, it will be rejected because it is not in the language required under Rules of High Court. Of course, meritwise nothing wrong, but some judges may not even know English very well. So it is not proper for you to submit only in English. You can submit in Malay first, and then you do a translation later in English.

Another problem is that the older judges know English very well, but their Malay is equally broken. They may be able to understand the facts that we give in Malay, but [when it] comes to submission, come to telling the whole story, we must still do it in English, whether written or oral.

Other than this, generally all our cause papers, whatever we file in the court is in Malay, and then we will do the translation into English if we know that the particular judge doesn't know Malay very well. That will be more comfortable for the judge, I mean, convenient for the judge. Because in the end of the day, if he doesn't understand what you are writing, how do you expect him to give judgement?

#### **Who do the translation normally?**

I do the translation of the cause paper myself, or if I'm busy, I can pass it to some very senior secretaries. They are able to translate. Most young lawyers are able to translate from English to BM, but you don't ask them to translate from BM to English. Their English is no good. If you write in English, they are able to translate.

Of course the effect in English and BM is different. Cannot see the flow [in BM]. English has more flow and is more smooth. Malay sometimes cannot express in such a way that it flows from 1 to 2 to 3. I feel that. In many of my statements of claim, if you do it in English, it's so simple. If you do it in Malay, it's another hurdle. A lot of times we are stuck with words which we cannot really express. For example, 'thereafter'. *Seterusnya* is 'subsequently'. You cannot find a word for it. *Selepas itu* is not really appropriate, but that is the closest word. But if you say 'thereafter', from there, then after. It's a continuous choice of word that we want, it's smooth. But if you use Malay, a lot of times I'm stuck with vocabulary and sentences. Most of the time is the sentences. Not so much on the borrowed words. As for the borrowed words, sometimes you will

have to modified it. Sometimes we modify in such a way we don't know whether it exists or not, like injunction—*injunksi*. This is quite common. Certain words when we couldn't find [the Malay term], and we find that it is necessary, we'll just put it. Sometimes when I prepare cause papers, if I'm not very sure, or I'm not comfortable, I'll just put in bracket the English word.

Malay terms, to be very frank, as a practitioner, I would still feel that it is not rich enough to bring out certain points sometimes. There are not enough words to really bring out the actual meaning.

Example, 'to frustrate justice'? There's no exact word for 'to frustrate justice.' You know what is 'frustrate'? To kill the justice. The whole intention is to frustrate justice. You know what is the law of frustration? It is the impossibility to perform something. For example, I signed a contract with you to sell you a house. Then my house was burned the next day. So I cannot sell you anything, so there's no point for you to sue me. I can't sell you the house because under law of frustration, it's already frustrated. Under contract, you have this frustration doctrine. So that's why we use this word, 'to frustrate justice.' Sometimes it's very difficult for us to choose the appropriate terms as how we feel it in our case. Like, 'to frustrate justice.' I will put [it in] a bracket. Maybe *menghampakan keadilan*, then I put a bracket

**'Frustration' in the Istilah (referring to Istilah Undang-undang by DBP) says *kekecewaan*.**

Don't you find it not very appropriate? What do you understand by the word *kecewa*? *Kecewa* brings in feeling, emotion. But [this term] is more of the law itself. The doctrine. Because when we understand the doctrine, then it's totally different.

[Flipping through the *Istilah Undang-undang*] Look here, collective act—*tindakan kolektif*. So it's still *kolektif* right? You borrowed the words, so it's easier to understand. If you say *tindakan berkumpul*, then the understanding will be different. Like 'attorney,' here uses *wakil*. 'Attorney' can mean 'lawyer' in American term, but when you use *wakil*, it doesn't carry anything. "Saya attorney dia; saya wakil dia." *Wakil* is like a normal person only. Actually 'attorney,' lawyer, is also your representative, your agent under the law. Attorney is the one who really know the stuffs and really can represent me.

'Liquidator', here call it *penyelesai*. Cannot. *Penyelesai* and 'liquidator' are not the same. 'Liquidator' in the court means that you are the officer appointed by the O.A. (Official Assignee) of the court to handle the property of the company which was wind up (digulungkan). Wind-up company. When a company owe people money, you can apply to the court to wind up the company, gulungkan syarikat. So when you gulungkan syarikat, you have to appoint a liquidator, but here liquidator is translated as *penyelesai*. *Penyelesai* is a solver. Solving problem only. What problem? It's not technical enough to use it in my practice. In a sense, yes. Liquidator solves problem for the developer. But definitely not *penyelesai*. I cannot accept it as *penyelesai*. We always put it as *liquidator*. I think so far every cause paper [that] I come across is *liquidator*.

**Q7. Do you think a specialised group of translators (legal translators) should be created by the DBP or AGC?**

No, I don't think so. Don't need. Even for the cause papers, the technical words are already there. Once you get use of that...for example, 'Writ of Summons' in Malay is *Writ Saman*. Once you have got that word in you, everyday you're doing the same [thing], you don't need a group of legal people to help you to do all this translation. Of course we have a lot of precedents. Precedent means if you want to take this course of action, you need file this kind of cause papers. We also have these precedents in Malay. For example, for a divorce matter, you have to follow a certain format in Malay or English: you must have a petition, you must have to spell out these, this is the third thing you have to put in. It is all written. In the Rules of High Court, there is a form that we have to comply, if we don't follow this format, the court has got the right to throw your case out because it did not follow the content, to follow what they want in this document.

For example, for a petition, you must have the name, address, this and this. Then you must have affidavits verifying the facts. Then you must have these facts: 1, 2, 3, 4, 5. You must follow exactly. Ok, if you refer to the English Rules of High Court 1980, and you also can get a version of the Rules of High Court in Malay. When I prepare my cause paper, of course I look at the English, then I will fill in all the things: the facts, the information; then when I do it, I use Malay to type out. So I don't need a team of people to help me in that sense.

Another paper which is considered part of the paper is affidavits. When you go to court, you do a lot of affidavits. Affidavit means a paper affirmed by the plaintiff or the defendant as to the true of the case. So they are the affirmed documents. So it is all about the facts: I went there, I saw this. This is all the facts. It's nothing technical. Therefore we also don't need people to translate for us.

#### **PART IV: Use of legal terms with clients**

**Q8. Do you find any problems using Malay legal terms which are borrowed terms?**

To me, it's not a problem at all. To me, to borrow the English word to explain to the client is not a problem at all.

**Q9. Do you use this book as a reference, *Istilah Undang-undang* from Dewan Bahasa dan Pustaka?**

No, I think ours is not this one. Mine is by Sweet & Maxwell. We refer to it, but most of the time we use our own translation. But the *Istilah* book is proper. You see, like *pemiutang* and *penghutang*, 'creditors' and 'debtors'. For 'creditors' and 'debtors', you can understand straightaway. When you need to translate them into *pemiutang* and *penghutang*, you have to think.

**Q10. Have you work for clients who use bahasa Malaysia only?**

Yes. Indonesians. So I have to do a lot of explanation. Furthermore, they are Indonesians. *Lagi tak faham*. So you have to explain and explain and explain.

**Q11. In your work, if you have to use bahasa Malaysia with the clients, do they have difficulties understanding borrowed terms in Malay?**

Most of the clients don't really understand English, or even if they do understand English, you will still have to use lay terms to explain to them. When you're talking about translating English into Malay, we will not tell them the terms in Malay. For example, [Example 1] 'injunction'. 'Injunction' in Malay is *halangan*. We will not tell them that we will apply *halangan* even if they are Malays. We will tell them, "Kita apply injunction. Injunction bermaksud kita memberhentikan dia. Dia tidak boleh buat sesuatu. We injunct him from withdrawing the money. Kita halang dia dari angkat wang itu. So itu satu injunction." When we explain to them, we will still use the English terms. But in our cause papers, we have to write everything in Malay.

Speaking about borrowed words, on one hand, it is convenient for us. For example, I don't have to remember *halangan*, I remember 'injunction', straightaway it is *injunksi*.

[As for] the clients, you just have to explain to them. Not only to the Malay-speaking clients, the Chinese-speaking clients, or the Indian-speaking clients, or whoever, when you use the word. Okay, I'm going to do this. I use English words, and I still have to explain to them. Even the English-speaking, when you explain to them this term, "Ok, we're going to take injunction, a mandatory injunction." You still have to explain what is mandatory injunction. *Injunksi mandatori*. We have to explain to them; we will still use layman terms to explain to them. "Mandatory injunction. This injunction memaksa dia buat sesuatu, mengarahkan dia membuat sesuatu. Kita memohon kepada mahkamah supaya mahkamah mengarahkan dia membuat sesuatu." It's a mandatory injunction instead of stopping him from doing something. Normally injunct means stop. Stop you from taking money, stop you from selling your house, stop you from removing certain items. So we call it 'injunction'. The term is so normal. But when we come to Malay terms, when we write down, we just write down *injunksi*. But of course the actual Malay word should be *halangan*.

**But you prefer *injunksi*?**

Yes, because it is a term. Malay word *halangan* is like a common word.

**Q12. Beside *injunksi*, can you provide other examples of borrowed terms that pose problems in lawyer-client communication? In what way do these terms pose problems to you and to your clients? How do you deal with the difficulties?**

[Example 2]

Ok. For example, 'petition', they also use *petisyen*. I would say that the main thing is that they do not understand the term. First of all, it's a technical term. Like 'petition', actually is *memohon*. But this form of *permohonan* is called 'petition' in law. For example, petition of winding up a company, petition of divorce. You have to use 'petition', you cannot use 'application'. I cannot 'apply' for divorce. You have to [make] petition to the court for divorce.

**If the term is set as *permohonan*, do you think it is acceptable?**

No, it's not acceptable. Because most of the high court already stated that it must be in this form, and this are the words used. The meaning may be the same, but you cannot borrow another lay meaning to put in the cause paper, *permohonan* [as] 'petition'. I think they will not register your case. They will throw it out. In Malay, they lack words. In English, we have 'application', 'petition', but in Malay....So we have to borrow the words.

### [Example 3]

Ok, beneficiary. ‘Beneficiary’ we still use *benefisiari*. How do you explain to your client, “Awak seorang benefisiari.” [It’s actually] *penerima*; you are receiving something good. But when you use *penerima*, it is also not appropriate. For example, a trustee. He is holding a trust, but siapa benefisiari? Ok, anak dia. So bapa dia tak boleh jual, anak dia ialah benefisiari. You cannot say anak adalah penerima. “Apa itu benefisiari?” I don’t know whether they understand. They have to understand. “Orang yang benar-benar mendapatkan property itu adalah anak dia, dan dia itu jadi benefisiari.”

For ownership, you have registered ownership, you have beneficial ownership. You registered your name there as the owner, but you don’t have a beneficial interest, because you hold a trust for me, so I have the actual benefit. I am the actual beneficiary, I have the interest in this property. So how do you explain this beneficial to them, to your client? No Malay word is appropriate. You only can explain, “Itu sebenarnya, akhirnya kamu yang dapat, tak ada orang lain. Ini you punya benefit, so you menjadi benefisiari.”

### [Example 4]

#### **What about the word ‘fraud’?**

I use fraud [BM] all the time. In Malay and English both are ‘fraud’. But what do you mean by ‘fraud’? When you explain to your client, of course they understand. It’s something dishonesty. This one you don’t have much to look into it, because you see both words are the same. In law, only the standard is different. When you want to allege there’s a fraud, then your standard of prove is very high. You have to prove this case really, really he had done that, really really high standard. To prove means you have to adduce a lot of evidence, to prove that he had actually done that, not simply said. That one is on balance of probability.

### [Example 5]

Letter of administration. Surat mentadbir.

#### **When a client hear *surat mentadbir*, they would not understand?**

They don’t know what is *surat mentadbir*. If I say, “Now your husband has passed away, so you as the wife, you have to go to the court to apply letter of administration.” They wouldn’t understand. If I say, “Apply *surat mentadbir*.” “Apa itu *surat mentadbir*?” So you still have to explain to them.

#### **Basically, how do you explain it?**

When a person has passed away, who is going to take care, to manage this estate. Whatever left by the dead person, we call it an estate. There will be someone to take care of this estate, so you need the court to give you the power, the authority to handle. So you have to follow our *probet dan pentadbiran* (Probate and administration). That’s an act. In this case, you have to explain to them: “Untuk mendapat kuasa, letter of administration. So in short, we call it L.A. (letter of administration).” So we explain. Sometimes we just don’t tell. “What you need to do is just to go to the court to apply L.A., how much you need to apply, how long is the time”—this is what they are more interested to know. So you just explain to them. “Then only you can do this do that.”

**Q13. Do you have anything else that you would like to contribute along this line of discussion?**

Actually concerning the problems you asked me, we didn't talk much on the borrowed terms and how to deal with such problems. It still ends up in explanation. Like *injunksi*, you have to explain to them what is the meaning of *injunksi*. First of all, it is an English word. [Example 6] Like 'patent' is *paten*. Apa itu *paten*? So we have to explain, "Dalam undang-undang, kalau anda merekakan sesuatu barang, anda mesti mendaftarkan. So itu panggil paten." So you have to explain. The English word is not self-explanatory, so you still have to explain. These are the problems, how do you solve the problems? You still have to use layman terms.

**APPENDIX E  
QUESTIONNAIRE**

This survey is part of a postgraduate research on lawyers' use of translated legal terms in Malaysian a legislative text, specifically the Evidence Act.  
I would be most grateful if you could spare a few minutes to answer the questions.

**Use of Translated Legal Terms in a Malaysian Legislative Text**

Section 1: Your background				
No	Questions	Your response		
<b>1</b>	How long have you been practicing as a lawyer?			
<b>2</b>	Male (M) or Female (F)? <i>(Please circle)</i>	<b>M    F</b>		
<b>3</b>	What is the medium of instruction while you were studying as a law student?			
<b>4</b>	How often do you refer to Evidence Act 1950 (Act 56)? <i>(Please circle)</i>	<b>Always    Frequent    Sometimes    Seldom    Never</b>		
<b>5</b>	Please state your mother tongue.			
Section 2: Language use at work				
<b>6</b>	In your work (in and out of court), do you prefer to use English legal terms or its Malay version provided by DBP (Dewan Bahasa dan Pustaka)?  English terms <input type="checkbox"/> Malay terms <input type="checkbox"/>			
<b>7</b>	What are the reasons for you not using the Malay legal terms provided by Dewan Bahasa dan Pustaka (Istilah Undang-undang)? <i>(You can choose more than one.)</i>			
	a. Malay version tends to make a legal term common.....	<input type="checkbox"/>	<input type="checkbox"/>	
	b. Malay version is insufficient in terms of legal concept.....	<input type="checkbox"/>	<input type="checkbox"/>	
	c. I do not want to misinterpret the meaning of the English term.....	<input type="checkbox"/>	<input type="checkbox"/>	
	d. English terms are more convenient to use.....	<input type="checkbox"/>	<input type="checkbox"/>	
	e. Other: _____			
Section 3: Use of legal terms with clients				
Below is a list of legal terms. Please <b>tick the preferred words</b> that you will use while communicating <b>with your clients</b> if you will <b>need to use bahasa Malaysia</b> .				
<b>8</b>	No	English terms	Option 1	Option 2
	1	arbitrator	<input type="checkbox"/> arbitrator	<input type="checkbox"/> penimbang tara
	2	award	<input type="checkbox"/> mengawardkan	<input type="checkbox"/> memberikan
	3	capacity	<input type="checkbox"/> kapasiti	<input type="checkbox"/> keupayaan
	4	civil procedure	<input type="checkbox"/> prosedur sivil	<input type="checkbox"/> tatacara sivil
	5	claimant	<input type="checkbox"/> klaimen	<input type="checkbox"/> pihak menuntut
	6	conclusive proof	<input type="checkbox"/> bukti konklusif	<input type="checkbox"/> bukti muktamad

**APPENDIX E  
QUESTIONNAIRE**

7	consent	<input type="checkbox"/> konsen	<input type="checkbox"/> persetujuan
8	consign	<input type="checkbox"/> konsain	<input type="checkbox"/> hantar
9	conspiracy	<input type="checkbox"/> konspirasi	<input type="checkbox"/> komplot
10	declaration	<input type="checkbox"/> deklarasasi	<input type="checkbox"/> perisytiharan
11	fraud	<input type="checkbox"/> fraud / frod	<input type="checkbox"/> penipuan
12	contract	<input type="checkbox"/> kontrak	<input type="checkbox"/> perjanjian
13	liability	<input type="checkbox"/> liabiliti	<input type="checkbox"/> tanggungan
14	obligation	<input type="checkbox"/> obligasi	<input type="checkbox"/> tanggungjawab
15	probate	<input type="checkbox"/> probet	<input type="checkbox"/> sijil pengesahan
16	credibility	<input type="checkbox"/> kredibiliti	<input type="checkbox"/> kebolehpercayaan
17	defective	<input type="checkbox"/> defektif	<input type="checkbox"/> cacat
18	depose	<input type="checkbox"/> depos	<input type="checkbox"/> membuat keterangan bersumpah
19	inexpedient	<input type="checkbox"/> inekspedien/ tidak ekspedien	<input type="checkbox"/> tidak suai manfaat
20	fee	<input type="checkbox"/> fi	<input type="checkbox"/> bayaran
<b>9</b>	<p>What are the problems that you experience in using translated legal terms with clients? (<i><b>You can choose more than one.</b></i>)</p> <p>a. Clients do not understand the translated legal terms..... <input type="checkbox"/></p> <p>b. Even the English terms are not intelligible to clients..... <input type="checkbox"/></p> <p>c. I have to pause to think in order to find the Malay equivalent of the English terms..... <input type="checkbox"/></p> <p>d. Some translated Malay terms are vague in meaning..... <input type="checkbox"/></p> <p>e. Some English terms do not have the Malay equivalent terms..... <input type="checkbox"/></p> <p>f. The Malay terms are not standardised..... <input type="checkbox"/></p> <p>g. Other: _____</p>		
<b>10</b>	<p>How do you overcome the problems? (<i><b>You can choose more than one.</b></i>)</p> <p>a. I usually use the English terms and explain in layman terms the legal concept to the clients..... <input type="checkbox"/></p> <p>b. I usually use the Malay terms and explain in layman terms the legal concept to the clients..... <input type="checkbox"/></p> <p>c. I refrain from using any legal term that clients will probably not understand..... Instead, I will only use laymen terms, or simpler words, which is considerably similar and acceptable..... <input type="checkbox"/></p> <p>d. I seek help from legal translators or interpreters..... <input type="checkbox"/></p> <p>e. Other: _____</p>		

**Thank you for your response.**

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