

UNIVERSITI SAINS MALAYSIA

Peperiksaan Semester Kedua
Sidang Akademik 2000/2001

Februari/Mac 2001

**HBT 103 – Bahasa, Undang-undang dan Penterjemahan I
(Language, Law and Translation I)**

Masa : 2 1/2 jam

Sila pastikan bahawa kertas peperiksaan ini mengandungi **EMPAT** muka surat yang bercetak sebelum anda memulakan peperiksaan ini.

Jawab **SEMUA** soalan. Tulis **SEMUA** jawapan anda di dalam buku jawapan yang disediakan.

1. [a] Apakah maksud ungkapan yang berikut:

- [i] restitutio in integrum;
- [ii] invitation to treat;
- [iii] duress in contract;
- [iv] the rule in Pinnel's case;
- [v] consideration need not be adequate;
- [vi] non est factum;
- [vii] past consideration;
- [viii] consensus ad idem;
- [x] fiduciary relationship;
- [xi] undue influence.

[10 markah]

- [b] Jawab soalan-soalan yang berikut:
- [i] Terangkan “voidable contract” dan kesannya terhadap seorang minor.
 - [ii] Apakah remedi bagi salah nyata?
 - [iii] Apa perbezaan antara “conditions” dan “warranties”?
 - [iv] Terangkan apa maksud “exemption clauses” dan apa tegahan penggunaannya.
 - [v] Terangkan maksud “misrepresentation” dan apakah kesannya terhadap kontrak?

[10 markah]

- [c] [i] Berikan padanan bagi istilah undang-undang yang berikut:

sufficient consideration
doctrine of part performance
restraint of trade
quantum meruit
contract of utmost good faith
innocent misrepresentation
undue influence
mutual mistake
frustration of contract
parole evidence

[5 markah]

- [ii] Huraikan maksud “mistake” dalam sesuatu kontrak.

[10 markah]

- [d] Tulis nota pendek tentang:
- [i] "law" dan "convention"
 - [ii] "common law" dan "statute"
 - [iii] Ultra vires.

[10 markah]

2. [a] Biasanya apakah antara pilihan tindakan yang wujud apabila sesuatu kontrak itu dimungkir?
- [b] Di dalam satu tuntutan "ganti rugi", huraikan apakah isu-isu utama yang boleh timbul?

[20 markah]

3. [a] Terjemahkan

- [i] As a general rule, contractual obligations are discharged only by complete and exact performance. When both parties performed their obligations, the contract is discharged.
- [ii] The general rule is that a contractual obligation is absolute. The severity of this rule is mitigated by the doctrine of frustration. Under the doctrine of frustration, the parties are excused further performance of their obligations if some event occurs during the currency of the contract without the fault of the other party...
- [iii] When a contract is frustrated it comes to an end. The contract is automatically terminated as to the future, not *void ab initio*.

[10 markah]

- [b] Bagi kata-kata yang bergaris dalam soalan [a] di atas, catatkan masalah terjemahan yang dihadapi.

[5 markah]

4. [a] Apakah maksud “pemisahan kuasa” di antara “judiciary” “the executive branch” dan “the legislature”?

- [b] Dengan ringkas terangkan maksud “natural justice”.

[20 markah]