



A quarterly publication of Professional Indemnity Insurance Committee, Bar Council Malaysia

*We are pleased* to inform that negotiations with the lead reinsurers for the 2009 PII Scheme were recently concluded. Bar Council accepted the terms on 9 August 2008. For salient details of the 2009 terms, please see *Bar Council Circular 223/2008*. The Circular was emailed to all members on 29 August 2008 and is available online at the Malaysian Bar website.

Member firms should have received your 2009 PII Proposal Forms. However, we strongly encourage you to go to **[www.mypii.com.my](http://www.mypii.com.my)** and use our newly revamped 2009 Online Proposal Form. Not only is it user-friendly, it is fast as it has a *copy-over function* of your firm's information from the 2008 Proposal Form. *No more manual filling up of the same information on the proposal form year after year!* We have provided a *Guide to 2009 PII Proposal Form* inside this issue at Page 6.

Moving on, 2010 will signify the next step for our Scheme, a Self Insured Fund (SIF). Focus will continue to be on member needs and concerns, further growth, development and fine-tuning of the Scheme. The PII Committee is committed to ensuring its success and we will not let up on our endeavours thus far. We have included in this issue a short SIF feature for your information.

As mentioned in the March and June Editorials, members must seriously look into risk management and implement "best practice" systems to ensure efficient and profitable practices. In line with that, we have included in this issue of Jurisk! two risk management articles.

The first one is entitled *Risk Management and the Practice of the Law*. Written by a senior member of the Bar, not only is it comprehensive – covering topics from risks in litigation practice to conveyancing and case law – it provides practical solutions to the day-to-day challenges of practice life.

We also feature in this issue of Jurisk!, the final instalment of *The Dreaded C* conflict series. In it, we provide you with the essentials of a conflict system as well as a "Did You Know" section.

It is our hope that members will continue to support our PII and risk management programmes. We'll be organising a *Getting Started!* Workshop in Kuala Lumpur this November. Please see our Highlights section for more details.

Should you have any queries or require any assistance this renewals, please do write in or call the PII & RM Department. The Department's contact details are on Page 12.

*Ragunath Kesavan*  
Vice President / PII Committee Chairman, Malaysian Bar

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# RISK MANAGEMENT & THE PRACTICE OF THE LAW

by Datuk N Chandran

The Risk Management and the Practice of the Law paper was first presented by Datuk N Chandran at a Risk Management Seminar in March 2004.

**The object of this paper is to address on the sort of risks to which legal practitioners are exposed to and the ways in which such risks can be minimised or checked, controlled and avoided altogether.**

**There are risks in anything we do and at times, such risks are unavoidable. More than the risks themselves, what matters are the consequences of such risks, particularly where the consequences can be negative or destructive, with very grave consequences.**

Robert Kiyosaki, in his book "*Rich dad poor dad*", had this to say: "*There is always risk, so learn to manage it instead of avoid it*", and "*if you hate risk and worry.....start early*".

This applies to the legal profession in the same way as it applies to any other professions. The concept of risk management, in the practice of the law, will necessarily involve proper planning which will have to take into account, amongst other things, the following:

- I. An identification of the risks to which the practice of the law exposes the practitioner.
- II. A mechanism to monitor the risks to which the legal practitioner could be exposed to.
- III. The formulation of policies and procedures to check and control the sort of risks to which the legal practitioner could be exposed to.

## Identifying the Risks to which the Practice of the Law May Expose the Practitioner To

The notion of risk management necessarily entails an identification by the legal practitioner of the sort of risks he may be exposed to and accordingly, there is a need to focus on this issue and take stock, in the first instance, of the possible risks to which a practitioner of law in this jurisdiction may be exposed to.

Perhaps the starting point is to remind ourselves that in this jurisdiction, the legal profession is a fused profession, in the sense that the practitioner is both an advocate and solicitor. A consequence of this is that, a legal practitioner, following his admission as an advocate and solicitor of the High Court is enabled to opt to practice as an advocate or a solicitor or as both.

Given the difference in the nature of the practice of law as an advocate, and as a solicitor, the risks attached to the two classifications of the legal practice, necessarily do differ too.

It is here proposed to recapitulate some such risks as attached to each of the two classifications of the legal practice and highlight the consequences of such risks visiting upon the legal practitioner concerned, by reference to decisions of our Courts.

It is felt that, there can be no better way of highlighting such risks and the consequences ensuing, than by references to decided cases.

## Some Possible Risks of Advocates – Litigation Lawyers

I now move on to consider some of the sort of risks likely to be faced by the legal practitioners professing to practice law as advocates. In common parlance, such advocates are classified, as litigation lawyers essentially engaged in the practice of advocating the cause of their clients in Court.

### A. Failure to Appear in Court

The risk of the advocate concerned, failing to appear in Court on the appointed date for the hearing of a matter cannot be over emphasised.

In the fairly recent case of **Lim Soh Wah & Anor v Wong Sin Chong & Anor and Another Appeal** reported (2001) 2 CLJ page 344, the Court of Appeal was faced with the issue as to whether the failure on the part of an advocate to appear at a hearing, and to inform his client of the hearing date, resulting in a judgment being ordered to be entered as against the client, gave rise to a claim in negligence as against the advocate.

The Court of Appeal in dismissing the advocate's appeal against a finding of negligence by the High Court and in doing so, stated as follows:

**"Advocates and solicitors undertake an onerous task when they agree to act for a client. There is an assumption of responsibility by the advocate and solicitor, coupled with reliance by the client on the skill of the advocate and solicitor. The advocate and solicitor's duty to exercise reasonable care and skill is imposed both by contract and by the law of tort."**

The Court of Appeal took the view that by the advocate's failure to inform his client of the hearing date, the client lost an opportunity to convince the judge by way of oral testimony and documentary evidence that they had a complete answer to the claim brought against them.

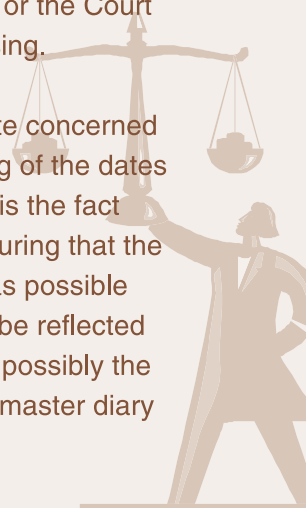
What is of importance in that decision is the reiteration by the Court of Appeal on the fundamental duty of an advocate to diarize his cases, keep his client informed of the diarized dates and to prepare the case with the client.

In yet another case, **Syarikat Siaw Teck Hwa Realty & Developments Sdn Bhd v Malek & Joseph Au (sued as a firm)** (1999) 5 MLJ page 588, the High Court had held that an advocate who had failed to appear at a hearing of an appeal before the Federal Court, was professionally negligent and had awarded damages against the said advocate.

These two cases demonstrate the need for practitioners who have opted for litigation practice, to exercise care in the proper diarizing of matters in which they are required to be present in Court and at the same time, ensure proper notification of the date or dates for the hearing are given to their clients.

At times, the omission to enter the date or dates in the diary could be due to a deferment of the entry to some later point in time, and possibly by the secretary of the advocate concerned or the Court clerk of the firm in which he is practising.

Whatever the practice of the advocate concerned or his firm in attending to the diarizing of the dates be, what is clear from the two cases is the fact that managing such risks entails ensuring that the diarizing is attended to as promptly as possible and possibly such diarizing ought to be reflected both in the advocates own diary and possibly the diary of his secretary and perhaps a master diary



that is maintained by the firm and entrusted with the Court clerk.

## B. Lodgment of Court Documents

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It is part of the litigation practice to have to attend to the filing of documents within the time limited by the Rules of the Courts concerned, to do so.

The discharge of this duty by the advocate entails in the first place the knowledge of the relevant Rules provisions, so as to adequately appraise of the time limited for the lodgment of any document in Court, and the diligence and care exercise in ensuring the lodgment of the document on time and in the proper form.

The failure on the part of an advocate and solicitor to ensure the lodgment of a document in Court within the time prescribed by the law for such lodgment and the consequence of such failure is demonstrated by a decision of the Federal Court in the case of **Miranda v Khoo Yew Boon (1968) 1 MLJ page 161**.

The Federal Court in that case held an advocate and solicitor liable in professional negligence for having failed to lodge a Memorandum of Appeal within the time period stipulated for the lodgment of the same.

What is significant in the decision of the Federal Court in that case is the statement by the Court that while a solicitor is not expected to know every statute, there are some statutes which it is his duty to know.

### Quare - How does one manage such a risk?

It is suggested that the management of such risk by its very nature, has got to lie mainly in the hands of the advocate and solicitor entrusted with such a brief. An advocate and solicitor who is

required by the calling of his profession to lodge documents in Court and that too, within the time period stipulated, has got to familiarise himself with the provisions of the law applicable thereto and ensure strict compliance therewith.

A rule of thumb should be to seek the aid of the relevant law provision to familiarise oneself of the requirement of the law in this regard. Indeed, the relevant Rules provision, be they the Rules of the High Court, the Rules of the Subordinate Courts, Rules of the Court of Appeal, or the Rules of the Federal Court, have got to be the bible to the advocate and solicitor concerned and located in the place of practice where they are readily accessible to the advocate and solicitor concerned.

In a larger practice, the management of such risks could take the form of a readily accessible interaction amongst the lawyers in the firm, and in particularly as between the juniors and the seniors in the litigation department to facilitate the right sort of guidance to the juniors in attending to such matters as the lodgment of documents in Court within the time frame provided by the law.

Needless of course to add that such guidance can only be forthcoming upon a request made for the same and it is here that the advocate and solicitor faced with the task of having to lodge a document in Court and who has some difficulty either in regard to the applicable law and/or the form of the document to be lodged to candidly seek the guidance of the senior in the firm.

One other possible way of managing such risks will of course be, as is the practice in some firms, to declare it as a policy of the firm that documents required to be lodged within a stipulated time period and in more particular, documents to be lodged with the Appellate Courts in respect of any appeal before the Court, ought to be discussed and vetted by the junior with his senior in the firm.

Continued on Page 9



# THE DREADED C – CONFLICT OF INTEREST: THE ESSENTIALS

by Shyamala Manoharan and Wong Li Chin

In this final instalment of 'The Dreaded C – Conflict of Interest' series, focus will shift to the essentials of a conflict system, they are applicable whether you maintain a record book or a computerised system.

## ESSENTIALS OF A CONFLICT SYSTEM

- **The right attitude!** Train ALL partners, lawyers and staff that a conflict check is a MUST and they should be alert.
- **Create and implement a standard questionnaire/client intake procedure** for acceptance of new clients. Train everyone in the firm to use this document.
- **A designated senior partner** must approve ALL new clients before they are taken on.
- **A strong office policy** must be implemented and there should be *zero tolerance for opting out*. Example: (1) No file can be opened until a conflict check is made and results documented, (2) The designated senior partner provides his approval, (3) The policy is required reading for every new hire.
- **Integrate** your conflict system with your office systems, especially where your firm has moved to using computerised systems.
- **Communication.** Lawyers must communicate within the firm regarding clients and potential clients. Example: Circulate a list of new clients and matters amongst lawyers and staff to ask if they know of the existence of any conflict.
- **Document.** The person who conducts the conflict check must document the search providing specifics of how they went about it.
- **Records.** All conflict searches must be maintained in one record book/document opened for this purpose. This record book/document then becomes the firm's 'bible'.
- **Alternative spelling options.** Try alternative spelling options when conducting any conflict check.
- **Back-up** your conflict system!

**In summary, a successful conflict system is one that is:**

- Accessible to everyone in the firm
- Assigned to a designated staff and partner
- Updated each time a new client is taken on
- Integrated with the firm's office systems
- Reviewed annually with all staff

Whilst your law practice will never be completely free of conflicts – it is unfortunately inherent in the practice of law - we nonetheless hope that through *The Dreaded C* series, you are well on your way to developing your own successful conflict system!

### DID YOU KNOW? ↴

EVERY consultation should be recorded.

Obtain MINIMAL info during consultations – info need only be sufficient to make an initial conflict check.

The fact that you can take on a case DOES NOT necessarily mean you should!

Manual record systems are MORE LIKELY to lead to conflict situations.

Conflict risks exist when lawyers MOVE from one firm to another.

### LITTLE KNOWN FACT ↴

PRELIMINARY DISCUSSIONS with clients may lead to conflict problems later.

Conflicts are MOST COMMON where a firm acts for more than one person in a single matter and/or the lawyer has a personal interest e.g. monetary interest.

An AUTOMATED RECORD SYSTEM reduces conflict risks in the long run.

DISCIPLINARY ACTION and/or risk of civil liability may result if you are acting in conflict.



MALAYSIAN BAR COUNCIL

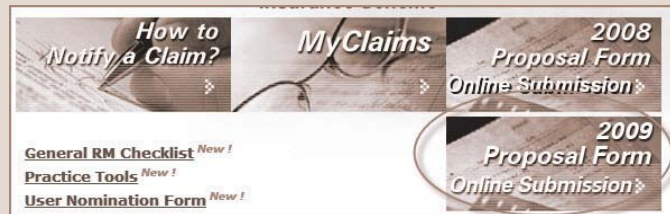
# Guide to completing the Online Proposal Form

## 1 LOGGING ON

- a** Open your Internet browser (Internet Explorer/Safari/Firefox) and enter the web site address **http://www.myPII.com.my**

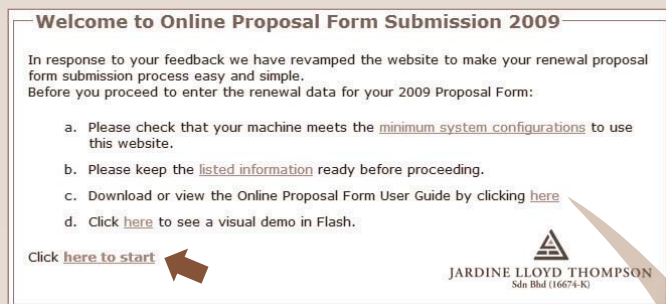


- b** Click on the button “2009 Proposal Form Online Submission” as indicated.



- c** You will be brought to the welcome page for the online proposal form submission.

Click on “here to start” as indicated.



- d** Enter your firm code, 2008 certification number and click “Verify” as shown below:

Please enter your firm code, 2008 certification number and click the “Verify” button.

Enter Firm Code \*

2008 Certification Number \*

- e** The system will then prompt you to enter your contact details. (You will only have to do this once, on subsequent visits, once you enter the firm code and certification numbers, you will be taken to Question 1 directly.)

Please provide your contact details.

Name \*

Telephone Number \*

Email

☐ I have read and understood the [Terms & Conditions](#).

After you have provided your details, click on the check box to indicate your agreement to the Terms and Conditions. Then click “Accept and Proceed”.

*A more detailed online guide is available to help you complete the Proposal Form.*



MALAYSIAN BAR COUNCIL

## Guide to completing the Online Proposal Form

### 2 COMPLETING THE PROPOSAL FORM

a This is what the proposal form looks like.

Proposal Form 2009 Advocates Ltd

Show Year 2008 Proposal Form Details Preview

Question 1: Details of Firm

You can perform the following actions on this page:

1. Click **Show Year 2008 Proposal Form Details** (at the top left) to display the answers provided last year.
2. Click **Copy Previous Year Detail** (at the bottom left) to copy over the details provided last year over to the current year.
3. Click **Cancel** (at the bottom right) to close the display of the previous years answer.
4. At any time, you can click **Back** (at the bottom left of the screen) to go to the previous question.

After answering each question, please click **Save & Continue**.

a) Firm Code

b) Firm Name

c) Date Established(DD/MM/YYYY)

d) Address for correspondence

Address1  Address2

Address3  Address4

City  Country

Postal  State

Tele  Fax

Email

Back Save & Continue

b There are 8 questions in total. Once you have filled in all questions, on the completion page, **print** the proposal form and verify that the information has been entered accurately.

After that, **click on the check box** and then the **"Submit"** button to submit the proposal form.

Your submission is now complete.

☐ Please tick the checkbox if you agree with the statement above. You may only submit the Proposal Form to JLT if the checkbox is ticked.

Back Print Submit

### C Additional Information:

- Preview** To view the proposal form report with the details saved so far.
- Back** Takes you to the previous page.
- ?** To obtain help on specific questions.

*Driving best practices – go online for greater efficiency and convenience*



## A SELF INSURED FUND – THE ROAD AHEAD...

Since the March 2008 AGM, the PII Committee has been doing a lot of work in reviewing how the Bar Council can implement a sustainable Self Insured Fund (SIF) to replace the existing model of a purely commercial insurance arrangement for the Professional Indemnity (PI) Scheme.

In the last issue of Jurisk!, we provided responses to FAQs regarding the SIF (see “*A Self Insured Fund – Our Next Step?*”) and why the Bar Council believes that the creation of the SIF will be of tremendous value to members. In this issue, we review some of the critical success factors to develop the SIF.

### Collective Efforts / Collective Benefits

With the introduction of SIF, members will have a shared objective to avoid circumstances leading to potential PI Claims. Good risk management will lead to reduced incidence of PI claims, leading to reduced cost to members. Ultimately, with the establishment of the SIF we can finance much more of our claims from our own hard-earned money and reduce dependence on the global insurance market who look to make a profit from us.

With the introduction of a SIF, we have a shared responsibility to reduce PI Claims to make the SIF even more financially successful. All members have a role to play in this, particularly by practicing good risk management. Regular reading of Jurisk! is a good start.

### “Fuel Prices Up, Food Prices Up, Will Our Premiums Go Up?”

Globally it seems the price of almost everything is going up, up, up. The Bar Council is aware of member’s financial concerns, and particularly whether the introduction of a SIF will lead to price increases for the PII Scheme.

Rest assured, that the PII Committee is doing its utmost to ensure that the finalised structure will not lead to any increase in member’s PI Scheme premiums/contributions. On the contrary, a longer term aim is to reduce the cost of such contributions.

As was noted in the last issue of Jurisk!, members need to be realistic in that premiums *will not* drastically drop from Day 1 of the SIF. The focus will be on “value for money” and affordable protection which we believe will be greatly enhanced under the SIF Scheme.

### Protecting the Bar

In reviewing the SIF, the PII Committee is taking steps to ensure that the proposed SIF Scheme will provide the financial protection for PI Claims against members, balanced with the long-term financial viability of the SIF Scheme. Its specialist advisor on establishing the SIF (Echelon Risk Consulting) has now developed and presented initial 10-year financial projection models that demonstrate the ability of a SIF to achieve these aims.

Separately, a set of the proposed administrative procedures and statutory rules have been presented to the PII Committee outlining how the interests of interested parties (such as members, and the general public) are protected.

Strict protocols will govern the use and prudent management of the retained funds. Also, as noted in the last edition of Jurisk!, the SIF will be governed by S.78A, Legal Profession Act 1976 so there is a statutory obligation for the funds to *only* be used for the payment of PI claims.

### Progress Update

➡ Over the last year, the PII Committee has provided interim updates to Bank Negara. We recently held a positive and well-received meeting with them.

➡ The PII Committee is proposing a meeting with the Attorney General’s Chambers. We will be presenting the proposed Rules of the SIF Scheme, and seeking their views and support in this endeavour.

As we progress in our review and development of a SIF Scheme, the PII Committee will continue to keep members informed of developments.



## RISK MANAGEMENT & THE PRACTICE OF THE LAW by Datuk N Chandran

### Some Possible Risks in the Practice of the Law as a Conveyancing Lawyer

#### A. Duty of Solicitor to Make Searches

It is incumbent upon the solicitor instructed to attend to agreements in the nature of a sale and purchase of a property, or the preparation of security documents, such as a legal charge over a piece of immovable property or for that matter, even a guarantee to be executed by a guarantor to ensure that such sale and purchase agreement and/or the security documents prepared by him, are attended to with reasonable care and skill as is required of a practitioner of his calling.

There is a plethora of local cases on point but due to time constraints, it is intended herein to make references to only one decision.

In the case of **Neogh Soo Oh & Ors v G. Rethinasamy** (1984) 1 MLJ page 126, the Court was concerned with a claim for negligence and breach of contractual duty of a solicitor who had been engaged by a client in the purchase of a piece of land.

As part of the advice given by the solicitor, and this was not denied by the solicitor in Court, the solicitor was called upon to advise on the title to the land, and in particular that the title was clear from any sort of encumbrance.

It however turned out that the very land had been acquired by the government under the Land Acquisition Act and the acquisition had indeed been gazetted. The client's intent in purchasing the land was to put up a factory on the land.

Needless to add, things of course went wrong and the client then sued the solicitor for negligence. The Court, after having had the benefit of hearing

evidence from three conveyancing lawyers, held that the defendant's solicitor was negligent in tort and that he was also liable for breach of his contractual duty to his client and ordered damages as against the solicitor.

In the judgment handed down by the Court, the Court had this to say:

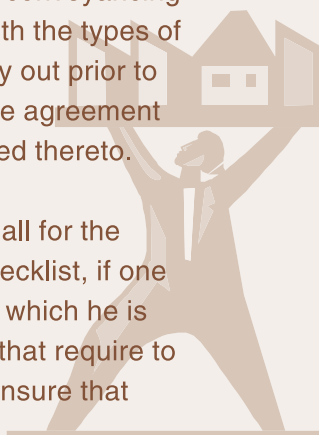
**"The defendant had failed in his duty to use reasonable care and skill in giving his advice and taking such action as the facts of this particular case demanded of a normally competent and careful practitioner here. Apart from a search in the Interim Register he should have also like other normally competent and careful solicitors, made a search at or an enquiry with the land office concerned."**

What this case clearly demonstrates is the sort of duty entrusted with the solicitor to settle a conveyancing document i.e. a sale and purchase agreement.

How does one address the question of risk management in such instances?

The answer, it is suggested, is for one who is engaged in the practice of law as a conveyancing practitioner to familiarise himself with the types of searches that he is required to carry out prior to the settling of the sale and purchase agreement and/or any security document related thereto.

Perhaps it will not be a bad idea at all for the solicitor concerned to draw up a checklist, if one is not made available by the firm in which he is practising, listing out the searches that require to be attended to by him, in order to ensure that



the document prepared by him and relied upon by his client, will not expose him to any sort of professional liability.

## B. Solicitors Undertaking

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This is a common feature in the conveyancing practice.

The undertaking will usually be in the form of an undertaking given by the solicitor to pay a certain sum of money and/or to provide some form of guarantee upon registration of a transfer of a property in favour of a transferee.

The law is that the Court could exercise summary jurisdiction over solicitors who gave an undertaking in such capacity and order the solicitors to perform the undertaking straight away.

This is what happened in the case of **Tunku Ismail Bin Tunku Md Jawa & Anor v Tetuan Hisham, Sobri & Kadir (1989) 2 MLJ page 489**.

In that case, a legal assistant had given an undertaking, the exact details of which undertaking need not been gone into for this purpose. The position taken by the firm in defending the claim brought against it for a breach of the undertaking, was, inter alia, that the legal assistant who gave the undertaking did not have the authority.

The Court however did not buy this argument but it went on to hold that the undertaking given was within the ordinary course of a solicitor's business and as such the legal assistant had the authority to give the undertaking.

### Quare - How does one manage such risk?

Given the very serious nature of an undertaking and the ensuing consequences which could turn out to be a claim for a very substantial amount of

money, it will be prudent for solicitors to be rather cautious and indeed avoid giving such undertaking.

Legal assistants in a firm can be directed by a proper policy direction handed down by the firm that no undertaking of any nature ought to be given by them without the prior approval of the partner under whom they are working. Such partner on his part will be well advised to refer the undertaking requested of the firm to the other partners so that a decision can be taken by all the partners of the firm as to whether such undertaking should in the first place be given and if so, in what manner and form it should be given.

The giving of undertakings, although commonly met with in the conveyancing practice, is not necessarily limited or confined to such practice. At times, litigation lawyers can also be faced with a situation where some form of undertaking is required of them. At times this can occur when they are in Court and before a Judge, when the Judge could pose a question to one of the advocates appearing before him, be it the advocate representing the Plaintiff or the advocate representing the Defendant, if he will be prepared to ensure that certain things are attended to between that date and the next date given for the commencement of the proceedings or the continuation thereof, as the case may be.

The advocate concerned may very well not be prepared at all for such a poser by the Judge and yet at the same time, he has a duty to conduct himself before the Judge with full decorum and respect.

How does one manage the risk of such assurance given to the Judge in Court and which is no different from a normal undertaking?

Whilst appreciating the predicament of the advocate concerned, it is suggested that in such

instances, the Judge be addressed with full respect that there is a need for clients instructions to be sought simply because any undertaking or assurance given, will be that of the client. The proper thing then to do will be, to seek a short adjournment to enable the advocate concerned to refer the poser by the Judge to the client and to get clear instructions from the client and that too, in writing.

The advocate, if he be a junior in the firm, will also be advised to bring to the attention of the partners of the firm in which he is practicing, the Judge's poser to him, so as to afford the partners an opportunity to decide if the assurance or undertaking as sought by the Judge, ought to be given, in the circumstances of the matter and if it is to be given, what form the assurance or undertaking should take to ensure adequate and sufficient protection to the firm.

### C. Aide-memoires

Aide-memoires or what they are popularly termed, attendance notes on clients, are useful in the legal practice because the advocate or even the solicitor, as the case may be, is in a position to refresh his memory at any subsequent point in time on what was discussed as between himself and his client and what the clients instructions were on any point.

This can apply to both the litigation practice as well as the conveyancing practice.

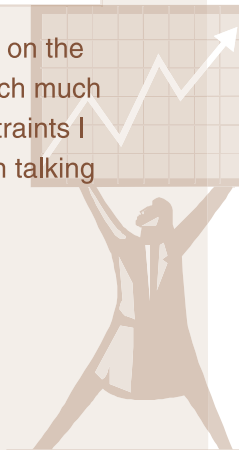
The importance of aide-memoires is highlighted in the decision of the High Court, in the case of **SM. Othaman Chettiar v Ang Gee Bok (1971) 1 MLJ page 91** and the very instructive judgment on point by **Chang Min Tat J** (as His Lordship then was, later a Federal Court Judge).

It is perhaps significant to mention here that His Lordship was himself in active practice as an advocate and solicitor before his elevation to the bench. In the light of the importance of the statement of the Learned Judge on the matter, the need to read the same verbatim is felt.

This is what the Learned Judge said:

**"Apparently this solicitor did not appreciate the clear advantages of keeping written aide-memoires of attendances on clients and other parties, to which he could make reference by way of refreshing his memory to recall the events of any particular transaction. Attendance-slips as they are usually called in the profession must be seen to be of the utmost importance not only in recalling past events to mind but also for purposes of taxation of costs. It is, I realize, not part of my duty nor should it be my presumption to advise solicitors on how they should or should not carry out their work but I would venture, with some diffidence to suggest that solicitors would do well to bear in mind the possibility of their being called to the witness stand. In the particular instance, the solicitor not only did not keep any attendance slip but also did not use the pro-note beyond identifying his signature which was on it, to refresh his memory. He, as I noted, categorically stated that he could not recall anything about this particular transaction."**

This then concludes what I have got to say on the subject with full realisation that there is much more to say on the topic. Due to time constraints I have got to limit myself to what I have been talking this far.



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## 2009 PII RENEWALS

**Be the first to try out the 2009 Online Proposal Form @ [www.mypii.com.my](http://www.mypii.com.my)**

The Online Proposal Form provides a copy-over function of your 2008 PII information. No more filling up of the same information year after year!

Your firm's Verification Code is required to access the 2009 Online Proposal Form. Jardine Lloyd Thompson Sdn. Bhd. (JLT), our Scheme Broker, has already emailed you your code. If you have not received it, contact JLT @

03 272 333 88



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~ **GETTING STARTED! 2008** ~

**Kuala Lumpur** Bar Council Auditorium  
Friday, 7 November 2008



An intensive one-day workshop designed specifically for lawyers setting up a law firm or joining a partnership.

DON'T MISS OUT! Registration Form is available online @ [www.malaysianbar.org.my](http://www.malaysianbar.org.my) (See Bar Council Circular No 210/2008). For more information, please contact the PII & RM Department.

\*Bar Council reserves the right to cancel or postpone the event, and to make amendments to the programme without prior notice to participants.

## Have Your Say

The Bar Council is conducting its Annual PII & RM Survey and we want to know what you think.



**2008 PII & RM Survey**

**Log on to [www.mypii.com.my](http://www.mypii.com.my) or drop by the Bar Council (3rd Floor) and complete the Survey on the spot. The first 50 walk-ins will receive a mystery gift!**

Survey ends November 2008.

**Hurry and participate!**

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We are always looking for ways to improve this newsletter and work towards ensuring that all areas related to risk management is highlighted as appropriately.