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Mexican Legal Dictionary and Desk Reference By Jorge
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BOOK REVIEWS

MEXICAN LEGAL DICTIONARY AND DESK REFERENCE

By Jorge A. Vargas.* St. Paul: West Publishing Co.,
2003. 790 pp.

*Reviewed by Keith S. Rosenn***

The Mexican Legal Dictionary of Jorge A. Vargas is a misnomer. The dictionary part of this handy reference manual is actually a cross between a dictionary and a legal encyclopedia. While some of the entries are only a few sentences, many continue for several paragraphs and go far beyond the usual brief definitions or synonyms found in conventional legal dictionaries. Often Professor Vargas includes several paragraphs that thoroughly explain the background and meaning of the Mexican legal concept. For example, the entry "Labor and Social Considerations" goes on for nearly nine pages, deftly summarizing Mexican labor law.

The Vargas Dictionary contains about 3,000 terms taken from Mexican law. Most words are referenced to a Mexican statute where they are defined or described; hence, the Dictionary provides the user with very useful references to Mexican legislation as a point of entry for conducting research on Mexican law. The definitions and/or explanations of the Mexican legal terms are almost always accurate, reflecting Professor Vargas's immense knowledge of Mexican law. Indeed, Professor Vargas is currently by far the most prolific scholar writing on Mexican law in English. Yet even Professor Vargas occasionally slips, such as on page 474, where he translates the Spanish term *recursos de revisión* as "revision resources." While *recursos* does mean resources in certain contexts, in this context (*recursos de revisión*) the term *recursos* should have been translated as remedies, appeals or recourses.¹ Occasionally, the slip occurs on the English side, such as on page 122, where the entry is entitled "Derivate Suits" when it should have been stockholders' derivative actions, or on page 85

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1. Professor Vargas obviously knows better. On page 531, in describing the plenary jurisdiction of the Supreme Court, he translates the term *recurso de revisión* as "review appeals."

when the Spanish term *compensación* is literally translated by the English cognate "Compensation" when it should have been setoff.

Unfortunately, there are at least five problems that mar this useful effort to make Mexican legal terms more accessible to the English reader. First is that the Vargas Dictionary is twice as difficult to use as a conventional legal dictionary. This is because the definitions are given only in English, and the section with the definitions or explanations is alphabetized only in English. Professor Vargas attempts to solve this problem by including at the beginning of the book two sections: (1) a "GUIDE OF TERMS TO THE SPANISH LANGUAGE," which contains an alphabetical list of the Spanish terms in the Dictionary followed by their English equivalents; and (2) a "GUIDE OF TERMS TO THE ENGLISH LANGUAGE," which contains an alphabetical list of English words in the Dictionary followed by their Spanish equivalents. Unfortunately, these guides, while helpful, make the process of looking up a word needlessly cumbersome. Moreover, they do not always resolve the problem. For example, if looking for the meaning of *acta notarial*, the reader must turn first to the section in the beginning of book to learn that *acta notarial* means Affidavit. The reader must then skip ahead some 48 pages to find a definition of *acta notarial* under the word Affidavit. If, however, one wishes to find the meaning of the term *acto ilícito*, there is no listing in the Guide. Nor is there a listing under the plural, *actos ilícitos*, even though that term is defined on p. 245 under illicit acts. Similarly, the Guide's listing of Spanish terms appearing in the Dictionary contains no reference to *multa*, even though a definition of the term appears under Fine on pages 207-08. Curiously, the plural *multas* also appears on page 209 under "Fishing Fines." The Guide only references the term *multas excesivas*, which sends one to page 159 for the term "Excessive Fines," which contains no definition. Instead, the entry cross references to "Unusual and Inhuman Penalties." But this entry also contains no definition of excessive fines; it simply states that art. 22 of the Mexican Federal Constitution prohibits various forms of cruel punishment, including excessive fines. The Vargas Dictionary would be far easier to use if Professor Vargas had adopted the conventional format of having half the dictionary English/Spanish and the other half Spanish/English.

A second problem with the Vargas Dictionary is that cross referencing is only partial. Thus, the Dictionary rather redundantly contains entries both for "Foreigner" and "Foreigners," but

has no cross-reference to alien or aliens. If one wants to know whether contributory negligence is bar to a tort recovery in Mexico, there are no entries under negligence or contributory negligence. Only if by chance one happened to turn to the entries "All or Nothing Principle" on p. 18 or "Torts" on p. 543, would the reader learn that contributory negligence is a bar to a tort victim's recovery and obtain a citation to the precise section of the Civil Code that sets forth that rule. Much more cross referencing is sorely needed.

A third problem with this Dictionary is its limited scope. It contains far fewer terms than a top of the line Spanish/English legal dictionary like the Cabanellas & Hoague,² which uses explanations only when no precise equivalent exists in the other language. Not only does the Vargas Dictionary fail to include many important legal terms, but it also wastes space by including a substantial number of non-legal terms. Thus, one finds entries for non-legal terms like airport, airport for public service, aircraft, aircraft engines, airframes, and gas station. On the other hand, there are no entries of terms for basic legal concepts such as pre-nuptial agreements, negligence, contributory negligence, consideration or cause (the civil law functional analogue of consideration). Moreover, some entries are redundant, such as definitive arbitral award and final arbitral award.

A fourth problem is that much useful information in this Dictionary is unlikely to be accessible to anyone who is not familiar with both English and Spanish legal terms. For example, there is no entry in English for statutes of limitation. If, however, the reader knows legal Spanish, he can look in the Guide under *prescripción*, which refers to two entries: "Negative Limitation of Actions at Bar on Claims" and "Affirmative Limitations of Actions." But an important parallel concept in civil law systems to *prescripción* is *caducidad*, the lapsing or expiration of a right or recourse. The only reference in the Guide, however, is *Caducidad, Pesca*, which sends one to Termination, Fishing, an entry that refers to the termination of fishing licenses and permits if the holder fails to exploit them in a timely fashion or fails to comply with the authorized investment plan. The term *caducidad* is also used on p. 311, but without any reference or cross reference in the Guide, under the entry of lapsed concessions (*concesiones cadu-*

2. GUILLERMO CABANELLAS DE LAS CUEVAS & ELEANOR C. HOAGUE, BUTTERWORTHS ENGLISH SPANISH LEGAL DICTIONARY/DICCIONARIO JURIDICO INGLES ESPANOL (2 vols. 1991).

cadás). All of these entries deal with limitations periods, but one unfamiliar with legal Spanish would have discovered them only by chance. Even if one did happen to discover all these references, there is no clarification of critical differences between *caducidad*, which is never defined, and *prescripción*.

A fifth problem with the Vargas Dictionary is that certain entries are substantively confusing. In the entry under Damages on page 114, the Dictionary categorically states that "the Mexican legal system does not recognize . . . damages for pain and suffering" Yet in the entry under Moral Damages on page 351, the Dictionary states that moral damages are recoverable and goes on to define moral damages to include damages to one's "feelings, affections, beliefs, honor, decorum, reputation, privacy, image and physical appearance," a concept that would appear to overlap with pain and suffering. There is no entry for the important civil law form of suretyship called *aval*. The Guide to Spanish Terms does list *avalista*, which directs the reader to the entry "Co-Signer," which states: "A co-signer of negotiable instruments is usually called an accommodation party or guarantor. The co-signer of a Mexican negotiable instrument gives his/her guarantee to the instrument's arbitration."³

This entry gives no definition of the *aval*, and the second sentence makes no sense. Strangely, the Spanish term *aval* does surface under the entry "Guarantor" on page 237, which also makes no sense. Nor does this entry define the *aval* or make any attempt to differentiate it from the another form of guarantee known as *fianza*.

The Vargas Dictionary also contains a series of very useful appendices that explain why it also is denominated a Handbook. Appendix 1 has a six-page list of the English and Spanish titles and abbreviations for basic Mexican legislation. Appendix 2 has a sixteen-page list of legal and official acronyms with equivalents in Spanish and English. Appendix 3 summarizes 24 bilateral agreements in force between the United States and Mexico. Appendix 4 contains English translations of basic Mexican legal forms, such as powers of attorney, and sometimes includes the original Spanish text as well. Appendix 5 contains an eight-page glossary of Latin legal terms. Appendix 6 is a recent U.S. State Department Report on Mexico. Appendix 7 lists the phone numbers and addresses of all Mexican consulates in the United States and

3. JORGE A. VARGAS, *MEXICAN LEGAL DICTIONARY AND DESK REFERENCE* 103 (West Publishing Co. 2003).

Canada. Appendix 8 contains a summary of thirty cases decided by U.S. courts involving Mexican law. Appendix 9 contains a Mexican law bibliography for 1995-2002 of books and articles published in English between 1995 and 2002. Appendix 10 contains a similar Mexican law bibliography published in Spanish. Appendix 11 lists Mexican statutes on environmental protection, safety and labor conditions. Finally, Appendix 12 contains a listing of the best Mexican law sites on the internet.

The Vargas Dictionary is a very useful tool for anyone in the United States dealing with Mexican law. It contains a wealth of difficult to obtain material and simplifies research into Mexican law. Unfortunately, its format makes it difficult to use, particularly if the user is unfamiliar with the legal vocabulary in both Spanish and English, and its scope is not comprehensive enough. Hopefully, the next edition will remedy these problems, making it an even more useful tool for research and understanding of Mexican law.