

University of Miami Law School  
University of Miami School of Law Institutional Repository

---

University of Miami Inter-American Law Review

---

7-1-1993

*Dahl's Law Dictionary. Diccionario Jurídico* by Henry S. Dahl

Keith S. Rosenn

University of Miami School of Law, [krosenn@law.miami.edu](mailto:krosenn@law.miami.edu)

Follow this and additional works at: <http://repository.law.miami.edu/umialr>



Part of the [Comparative and Foreign Law Commons](#), and the [International Law Commons](#)

---

### Recommended Citation

Keith S. Rosenn, *Dahl's Law Dictionary. Diccionario Jurídico* by Henry S. Dahl, 24 U. Miami Inter-Am. L. Rev. 607 (1993)

Available at: <http://repository.law.miami.edu/umialr/vol24/iss3/8>

This Book Review is brought to you for free and open access by University of Miami School of Law Institutional Repository. It has been accepted for inclusion in University of Miami Inter-American Law Review by an authorized editor of University of Miami School of Law Institutional Repository. For more information, please contact [library@law.miami.edu](mailto:library@law.miami.edu).

## BOOK REVIEWS

**DAHL'S LAW DICTIONARY. DICCIONARIO JURÍDICO.** By Henry S. Dahl, Buffalo, New York: William S. Hein & Co., Inc., 1992, pp. 350.

*Reviewed by Keith S. Rosenn\**

|      |  |     |
|------|--|-----|
| I.   | INTRODUCTION .....   | 607 |
| II.  | STRENGTHS OF DAHL'S TWO-TIER APPROACH .....                                      | 608 |
| III. | PROBLEMS WITH DAHL'S TWO-TIER APPROACH .....                                     | 609 |
| IV.  | MISLEADING ASPECTS OF DEFINITIONS .....  | 612 |
|      | A. <i>Explaining Only Part of a Multi-Faceted Concept</i> .....                  | 612 |
|      | B. <i>Failing to Include Essential Characteristics of the Defined Term</i> ..... | 613 |
|      | C. <i>Ascribing an Incorrect Meaning to a Term</i> .....                         | 614 |
| V.   | OMISSIONS .....  | 616 |
| VI.  | CONCLUSION .....   | 617 |

### I. INTRODUCTION

Writing a good Spanish-English legal dictionary is an arduous and time consuming task. Many English juridical terms, developed for common law legal systems, have no Spanish equivalents because the same concepts do not exist in civil law systems. For precisely the same reason, many Spanish juridical terms have no En-

---

\* Professor of Law, University of Miami School of Law. B.A., Amherst College; LL.B., Yale University Law School.

glish equivalents. Even when similar concepts exist in both languages, English and Spanish juridical terms are often simply functional analogues whose meanings differ in important ways. The dictionary author's task is further complicated by differences in legal terminology within the many Spanish-language and English-language jurisdictions. The meaning of a legal term sometimes varies from country to country within the same linguistic bloc. The writer of a bilingual legal dictionary is forced to compromise both by omitting terms and by reducing the amount of space devoted to each term.

Since I began teaching Latin American law in 1965, I have been searching for a really good Spanish-English/English-Spanish legal dictionary. Henry Dahl's book is not yet that dictionary, but it is a promising and important step in the right direction. I have taken the effort to write a detailed review because I think that Dahl's dictionary has great potential, and I hope that most of the flaws which I have identified will be remedied in the next edition.

## II. STRENGTHS OF DAHL'S TWO-TIER APPROACH

Conceptually, Dahl's legal dictionary is a significant improvement over other published Spanish-English legal dictionaries.<sup>1</sup> He has produced a hybrid volume that is part legal dictionary and part legal encyclopedia. Recognizing that some legal terms can be translated by one or two synonyms or by brief explanations, while others cannot, Dahl sensibly divides his entries into two categories: (1) terms requiring extensive explanations on the basis of specific codes, statutes, judicial decisions, or doctrinal works; and (2) terms that can be defined by synonyms or brief descriptions. He includes a substantial number of both Spanish and English juridical terms in the former category, giving them lengthy explanations that are far more useful than the synonyms that constitute the standard

---

1. These include: GUILLERMO CABANELLAS DE LA CUEVAS & ELEANOR HOAGUE, BUTTERWORTHS ENGLISH/SPANISH LEGAL DICTIONARY/ DICCIONARIO JURÍDICO ESPAÑOL/INGLÉS BUTTERWORTHS (1991); STEVEN M. KAPLAN, WILEY'S ENGLISH-SPANISH AND SPANISH-ENGLISH LEGAL DICTIONARY (1993); PATRICIA OLGA MAZZUCCO & ALEJANDRA HEBE MARANGHELLO, DICCIONARIO BILINGÜE DE TERMINOLOGÍA JURÍDICA INGLÉS-CASTELLANO CASTELLANO-INGLÉS (2d ed. 1992); LOUIS A. ROBB, DICCIONARIO DE TÉRMINOS LEGALES: ESPAÑOL-INGLÉS E INGLÉS-ESPAÑOL (1967); JULIO ROMAÑACH JR., DICTIONARY OF LEGAL TERMS SPANISH-ENGLISH/ENGLISH-SPANISH (1992); GERARDO SOLIS & RAUL A. GASTEAZORO, JR., WEST'S SPANISH-ENGLISH/ENGLISH-SPANISH LAW DICTIONARY (1992); JUAN DE DIOS TEJADA Y SAINZ, DICCIONARIO DE COMERCIO Y DERECHO EN INGLÉS Y ESPAÑOL (1945); GEORGE N. VANSON & MARILYN R. FRANKENTHALER, SPANISH-ENGLISH LEGAL TERMINOLOGY (1982).

fare of most bilingual legal dictionaries.

Dahl has drawn his extensive explanations of Anglo-American juridical terms primarily from the American Law Institute's Restatements, the Federal Rules of Civil and Criminal Procedure, INCOTERMS, the Uniform Commercial Code, and Puerto Rican case law. He has taken the extensive explanations of Spanish juridical terms primarily from the Spanish Civil, Criminal, and Commercial Codes, the Spanish Laws of Civil and Criminal Procedure, the Latin American Model Penal Code, Puerto Rican statutes and cases, and the Louisiana Civil Code. Some of the translations are original efforts by Dahl, others are taken from previously published translations.

Dahl's approach frequently works well. The expanded definitions and explanations in this dictionary are extremely useful to anyone translating or simply using Spanish or English legal materials. Moreover, Dahl himself often does a superb job explaining the essence of complicated concepts that lack counterparts, such as plea bargaining or executory actions. Unfortunately, Dahl's two-tier approach has a variety of theoretical and practical problems.

### III. PROBLEMS WITH DAHL'S TWO-TIER APPROACH

Explanations based upon statutes or rules drawn from particular jurisdictions are a great source of strength in this dictionary, but are also a source of weakness. Explanations taken from a single statute or rule sometimes convey an overly specific sense of a term's meaning. When this happens, a good dictionary should indicate that in other jurisdictions or contexts, the term may have a different meaning. Unfortunately, Dahl's dictionary sometimes leaves the reader without a clue about alternative meanings. For example, Dahl explains the Spanish term *citación* by referring to two articles of the Spanish Code of Criminal Procedure, conveying the erroneous idea that the term means only a citation or summons in a criminal case.<sup>2</sup> But *citación* also means an order by a judge to a party, a witness, or a third party to appear at a hearing in a civil

---

2. Dahl's definition is:

Citation. A person charged with a punishable act must be cited only for the purpose of being heard, unless the law shall provide otherwise or unless his immediate detention should be proper. If the person cited in accordance with the provisions of the foregoing article should not appear nor give any good cause which prevents him from doing so, an order of appearance may be changed into an order of arrest.

case. Similarly, relying on Spain's Law of Criminal Procedure, Dahl's definition of *acción penal* states that "[a] criminal action is public." In many Latin American countries, however, a criminal action can also be private.<sup>3</sup>

A second problem is that transcribing definitions from statutory and case-law materials sometimes conveys more about a subject than one wants to read in a dictionary. Dahl devotes five pages and twenty-seven entries to various forms of *usufructo* (the right to use or enjoy the fruits of another's property), most of which should either be deleted or handled by much briefer definitions. Dahl also includes twenty-five separate entries for various types of *prescripción* (statute of limitations) with specific time periods drawn from particular statutes of limitations. He even has a separate entry for a ten-year limitations period. Since limitations periods vary considerably among jurisdictions, the separate entries for different limitations periods constitute wasted space.

A third problem is that occasionally terms which need explanations are defined in terms of esoteric cognates. Thus, the Spanish crime of *estelionato* is simply translated into English as "stellionate," which is not used in English legal parlance. Definitions that must be looked up in other dictionaries are not helpful. What the reader needs to be told is that *estelionato* is a type of swindle in which the swindler sells, pledges, leases, or encumbers property, fraudulently concealing from the victim that the property has already been sold to another or is already encumbered by liens or attachments. A fourth problem is that juridical terms which have no equivalents or counterparts in the other language are occasionally treated as if they do. For example, *amparo*, an important Latin American procedural institution that has no counterpart in English,<sup>4</sup> is defined simply as the "[p]rotection against the abuse of public authority. Mandamus." This is an incomplete and misleading definition of a complex juridical term whose precise meaning varies from country to country. In Mexico, *amparo* is a constitutionally created summary action that can be used as a writ of habeas corpus, injunction, declaratory judgment, or appeal.<sup>5</sup> The

---

3. For example, the Argentine Penal Code has three types of criminal actions: (1) the public action, (2) a public action that must be instituted by the victim or his or her legal representative, and the (3) private action. Cód. PEN. art. 71 (Arg.).

4. For an overview of *amparo* in Latin American countries, see Héctor Fix Zamudio, *The Writ of Amparo in Latin America*, 13 LAW. AM. 361 (1981).

5. The Mexican *amparo* combines five autonomous procedural functions: (1) protection of life and liberty, (2) determination of constitutionality of legislation, (3) resolution of con-

Argentine *amparo*, on the other hand, is a judicially created summary remedy to protect constitutional rights and guarantees other than personal liberty. Unlike the Mexican *amparo*, the Argentine *amparo* cannot be used as a substitute for habeas corpus or appeal. Whereas the Mexican *amparo* can be used only to challenge state action, the Argentine *amparo* will lie against actions of private groups such as unions.<sup>6</sup>

A fifth problem is that some concepts that have equivalents or counterparts are treated as though they do not. For example, the Spanish term *buques mercantes* has an English counterpart—merchant vessels. Yet Dahl inexplicably devotes two whole pages with lengthy entries taken from the Spanish Commercial Code to explain a term that needs little explanation.<sup>7</sup> In the process, Dahl wastes considerable space that could more profitably be used to define important juridical terms omitted from the dictionary. The same problem occurs with *servidumbre*, which has equivalents in English—easement or servitude. Indeed, on the Spanish side, Dahl simply defines *servidumbre* by the synonym “easement.” On the English side, however, he uses six pages to cover thirty-two separate entries for various types of *servidumbres*, all of which could have been covered in half a page.

#### IV. MISLEADING ASPECTS OF DEFINITIONS

My principal reservation about Dahl's dictionary is that it is

flicts from administrative acts and decisions, (4) appeals from judicial decisions, and (5) protection of peasant rights in agrarian reform. Héctor Fix Zamudio, *El problema de la lentitud de los procesos y su solución en el ordenamiento mexicano*, 21 REV. FAC. DERECHO Mex. 85, 116 (1971).

6. See generally Judgment of Sept. 5, 1958 (S.R.L. Samuel Kot), Corte Suprema de Justicia de la Nación, 241 Fallos 291 (Arg.). In September 1967, Article 321 of a new national Civil and Commercial Procedural Code, Law 17.454 27-C ANALES DE LEGISLACIÓN ARGENTINA 2672, 2724, expressly provided for *amparo* against acts or omissions of individuals which injure constitutionally protected rights. See generally GERMAN J. BIDART CAMPOS, REGIMEN LEGAL Y JURISPRUDENCIAL DEL AMPARO 109-10, 115-17 (1968); Thomas Roberts, *The Writ of Amparo: A Remedy to Protect Constitutional Rights in Argentina*, 31 OHIO ST. L.J. 831 (1970).

7. Merchant vessels is followed by this curious array of sub-entries: merchant vessels attacked by a privateer; builders of merchant vessels; the first mate of a merchant vessel; the complement of merchant vessels; attachment and sale of merchant vessels; part ownership in merchant vessels; pilot of merchant vessels; owner and agent of merchant vessels; and sale of merchant vessels. In Spanish: *buques mercantes, ataque por un corsario; buques mercantes, constructores; buques mercantes, contramaestre; buques mercantes, dotación; buques mercantes, embargo y venta; buques mercantes, partícipe en la propiedad; buques mercantes, piloto; buques mercantes, propietario y naviero; buques mercantes, venta.*

sometimes misleading. While the great bulk of the definitions are accurate, a not insubstantial number in both English and Spanish require modification or clarification in order to prevent them from being misleading. The principal ways in which this dictionary occasionally misleads are by: (1) explaining only part of a multi-faceted concept, (2) failing to include essential characteristics of the defined term, and (3) ascribing an incorrect meaning to a term.

#### A. *Explaining Only Part of a Multi-Faceted Concept*

This dictionary occasionally oversimplifies. Many terms have multiple meanings, and a good dictionary should indicate to the reader, usually by numbers, when terms have multiple meanings. Unfortunately, Dahl's dictionary frequently does not do this. Indeed, sometimes the user is left totally unaware of other meanings. Thus, the Spanish side contains the following partial and confusing definition of the U.S. "abstention doctrine":

*Doctrina de la abstención, mediante la cual los tribunales federales ceden su competencia a los tribunales estatales para evitar inmiscuirse en cuestiones de administración interna. Por ejemplo, casos de derecho de familia.<sup>8</sup>*

But the federal courts have developed several abstention doctrines. Dahl's definition more or less explains *Burford*-type abstention,<sup>9</sup> but the reference to family law is confusing. Dahl, however, makes no mention of three other important forms of federal abstention doctrines: (1) *Pullman* abstention,<sup>10</sup> (2) *Thibodaux* abstention,<sup>11</sup> and (3) *Younger* abstention.<sup>12</sup> Similarly, *convenio* is

---

8. This translation is as follows: the doctrine of abstention, the means by which the federal courts cede their jurisdiction to state courts to avoid intermeddling in questions of internal administration. Family law, for example. (author's translation).

9. *Burford v. Sun Oil Co.*, 319 U.S. 315 (1943), is the paradigm for the type of federal court abstention deemed appropriate because of a need to defer to complex state administrative procedures.

10. *Pullman*-type abstention is invoked where an unclear state statute has not been definitively construed by the state courts and a construction might reasonably be placed upon it that would avoid the necessity of deciding a federal constitutional issue. Providing one of the parties makes a reservation on the record of a desire to return to federal court, the federal district court will retain jurisdiction while the parties seek resolution of the statutory construction issue in the state courts. The paradigm case is *Railroad Comm'n. of Tex. v. Pullman Co.*, 312 U.S. 496 (1941).

11. *Thibodaux*-type abstention is utilized in diversity cases when state law is unclear, and there is an important state interest intimately concerned with sovereign prerogatives of the state. The paradigm case is *Louisiana Power and Light Co. v. City of Thibodaux*, 360 U.S. 25 (1959).

translated only as "settlement," but it can also mean a convention, agreement, contract, treaty, or pact.

Certain Spanish legal terms are particularly difficult to translate because they have multiple meanings, depending upon the context. *Dolo* is one of those particularly difficult terms. Dahl correctly, but only partially, translates it as "criminal intent, deceit, fraud, deception, ruse, trickery, and swindle." But in a tort context, *dolo* also means gross negligence, wanton and wilful misbehaviour, or intentional misconduct. *Boleto de compraventa* is translated as a "[b]ill of sale. Deed." In some countries, such as Argentina, however, *boleto de compraventa* actually means a bilateral promise of sale or an agreement of sale—the precursor or preliminary agreement to the sale of real property. It is not a deed to real property.<sup>13</sup>

#### *B. Failing to Include Essential Characteristics of the Defined Term*

Some of Dahl's definitions omit critical aspects of the term being defined. For example, the Spanish term *dependiente* is translated only as "dependent, helpless, reliant." But *dependiente* is far broader, also including agents, representatives, employees, and servants. The breadth of this definition can be critical because respondeat superior liability in civil law countries is normally imposed on the employer or master of the house for the torts of all his *dependientes*.

Similarly, the *sociedad de responsabilidad limitada*, an important form of business organization in civil law countries, is poorly defined only as a "limited partnership." The *sociedad de responsabilidad limitada* is actually a limited liability company whose capital is divided into quotas among a limited number of quota-holders whose liability is limited to unpaid subscriptions for quotas. It can be structured as either a corporation or partnership for U.S. tax purposes, depending upon how the bylaws are drafted.

One of the most complex civil law concepts is the juristic or

---

12. *Younger*-type abstention is utilized to prevent federal courts from interfering with ongoing proceedings in the state courts. Beginning with a holding that federal courts as a general rule may not enjoin ongoing criminal proceedings, this abstention doctrine has been extended to state civil and administrative proceedings. The paradigm case is *Younger v. Harris*, 401 U.S. 37 (1971).

13. See 4 ALBERTO G. SPOTA, *INSTITUCIONES DE DERECHO CIVIL CONTRATOS* 57-59 (1979).

juridical act (*acto jurídico*), which Dahl defines inadequately as "[l]egal act, juridical act." The juristic act is a fundamental concept in the civil law and is the subject of a huge amount of scholarly writing. It has no common law equivalent and, therefore, requires at least an explanatory paragraph.<sup>14</sup>

The same kind of oversimplification occurs in rendering Anglo-American juridical terms into Spanish. Thus, "injunction" is defined for the Spanish reader as *interdicto prohibitorio* (literally, a prohibitory interdiction). Nothing indicates that an injunction is an equitable remedy, that it can order someone to do something or refrain from doing something, or that it will be issued only when the requesting party has no adequate legal remedy. Demurrer is defined only as *excepción previa* (preliminary objection). The Spanish user should be told that the demurrer is a pleading that tests the legal sufficiency of the complaint by admitting *arguendo* all its factual allegations. The Anglo-American concept of summary judgment is explained by two substantial paragraphs in Spanish, one curiously dealing with summary judgment for the plaintiff and the other summary judgment for the defendant. Unfortunately, neither explains that the crucial requirement for granting a motion for summary judgment is the absence of any significant issue of fact for trial.

### C. *Ascribing an Incorrect Meaning to a Term*

A few definitions in this dictionary are simply wrong. *Usucapión*, the civil law analogue to adverse possession, is incorrectly translated as a "[s]tatute of limitations. Prescription." *Usucapión* permits acquisition of title to land by the running of the statute of limitations, but it should not be confused with a statute of limitations or prescription. *Acciones nominativas*, which are registered shares, is misleadingly defined as "[s]hares payable to order." Dahl might have been thinking of *acciones nominativas endosables*,

---

14. The juristic act has been defined as an act:

by which the party or parties declare their intention of effecting changes in legal relations and to which the law attaches the power of producing such changes. The [juridical act] . . . is wider than the term contract or even agreement. It includes, e.g. a notice to a tenant, a declaration by which one party avoids a contract on the ground of fraud, the grant of authority to an agent, the making of a will, etc.

ARTHUR VON MEHREN, *THE CIVIL LAW SYSTEM* 467 (1957) (quoting I *MANUAL OF GERMAN LAW* 42 (1950)).

which are shares registered in the name of a determined person or his order. His definition, however, is off the mark and is likely to cause confusion with bearer shares (*acciones al portador*), an important juridical concept that inexplicably is omitted from this dictionary. *Compañero/a de vida*, which means a lifelong companion, is incorrectly translated as:

Common-law spouse. In several Latin American countries consensual or informal marriages are given full legal effect. Such is, for instance, the case of El Salvador. Literally this expression means "companion for life."

There is no common-law marriage in civil law countries. A *compañero* is a spouse only if formally married to the other party. While parties to informal marriages are afforded certain rights in some Latin American countries, these rights are not fully equal to those of a legal spouse. Curiously, the terms *concubina* or *unión de hecho*, which are frequently used in Latin American legislation to refer to informal unions, are not cross-referenced, and the latter term does not even appear in this dictionary.

Occasionally, a legal term is defined by two words, one of which is accurate while the other one is not. Thus, *usura* is defined as "usury, racketeering." Usury is a correct translation, but racketeering is quite a different concept that is associated with usury only when it takes the form of loan sharking. Similarly, *devaluación* is defined as "devaluation, inflation." The former is correct, but the latter is not. Inflation and devaluation are two distinct, albeit interrelated, concepts. Inflation refers to changes in a nation's internal price levels or its currency's domestic purchasing power. Devaluation refers to changes in a currency's external purchasing power because of downward adjustments in the foreign exchange rate. A country may have a significant amount of inflation without devaluing its currency, or a country may devalue its currency without having a significant amount of inflation. In the long-run, inflation generally causes a country to devalue its currency, but in the short-run countries often avoid devaluing their currency despite substantial rates of inflation.<sup>15</sup>

---

15. See KEITH S. ROSENN, *LAW AND INFLATION* 3 (1982).

## V. OMISSIONS

Another reservation I have about Dahl's dictionary is that it is unduly omissive. Bilingual dictionaries, even more so than ordinary dictionaries, must be selective, for space limitations make it impossible to be all-inclusive. Unfortunately, Dahl exacerbates the problem by wasting so much space on certain terms. This dictionary's omissions often seem more accidental than planned. For some unknown reason, this dictionary is strikingly unbalanced. It has 7,206 entries on the Spanish side versus only 3,674 entries on the English side, a ratio of about two to one. This is not a feature shared by other Spanish-English legal dictionaries.

Some forms of omission cut across all entries. Dahl's dictionary fails to indicate the part of speech of the term being defined. It is often extremely helpful to know whether a foreign term is a noun or a verb, and if the latter, whether it is transitive or intransitive. It would also be helpful to know whether a noun or adjective is masculine or feminine. This dictionary also has very few abbreviations. Other than INCOTERMS, it contains virtually no abbreviations.

A second form of omission is more sporadic. A number of juridical terms that should be grouped together are not. For example, after the entry *acreedor* (creditor), one finds *acreedor con gravamen* (lien creditor) *acreedor solidario* (joint creditor), *acreedores privilegiados* (preferred creditors), and *acreedores singularmente privilegiados* (specially preferred creditors), but one looks in vain for other important types of creditors.<sup>16</sup> This problem is aggravated by the failure to cross-reference terms. Thus, the term *quirografario* (unsecured creditor) appears separately, but there is no cross-reference to *acreedor*. Consequently, the user is forced to piece together terms from various parts of the dictionary.

A third type of omission is the quixotic failure to include certain basic legal terms in both English and Spanish. A basic term like "cause of action" is omitted, while an unimportant term like

---

16. These include: *acreedor anticrético*, *acreedor común*, *acreedor de dominio*, *acreedor de la masa*, *acreedor de la sucesión*, *acreedor del heredero*, *acreedor del concurso*, *acreedor del fallido*, *acreedor de regreso*, *acreedor ejecutante*, *acreedor embargante*, *acreedor escriturario*, *acreedor garantizado*, *acreedor hereditario*, *acreedor inferior*, *acreedor hipotecario*, *acreedor mancomunado*, *acreedor ordinario*, *acreedor personal*, *acreedor pignoraticio*, *acreedor por fallo*, *acreedor quirografario*, *acreedor real*, *acreedor refaccionario*, *acreedor sencillo*, *acreedor superior*.

“causes the seal to be affixed” is included. Jurisdiction in personam appears, but jurisdiction in rem is omitted. Property and property right are omitted from the English side, but not from the Spanish. Instead the English includes property insurance and proprietary right. A critical category of civil law damages, *daño moral* (moral damages or non-pecuniary damages), is omitted. Instead *daño emocional* (emotional damages), a sub-category of moral damages, appears.

A fourth omission problem concerns commonly used Latin terms. Dahl tells us that he made a conscious decision to omit Latin words unless used currently in one system but not used in the other. Unfortunately, that sensible policy choice is not always adhered to in the dictionary. Curiously, *habeas corpus*, translated as *habeas corpus*, appears on the Spanish side but not the English side. See Appendix A for a list of some Latin terms that are omitted.

In addition to the terms already discussed there are a fairly substantial number of important concepts omitted from both sides of Dahl's dictionary. See Appendix B for a list of omitted English words and Appendix C for a list of Spanish.

## VI. CONCLUSION

Hopefully, most of these errors and omissions will be rectified in the second edition. Despite them, this dictionary is a very useful addition to the existing collection of Spanish-English legal dictionaries. With a little more work and substantial editing, this could become the preeminent Spanish-English legal dictionary.

## APPENDIX A

Some of the Latin terms commonly used in Spanish, but not in English that are omitted include: *a contrario sensu*, *a quo*, *ab intestato*, *ad effectum videndi*, *ad quem*, *affectio societatis*, *animus domini*, *causa contrahendi*, *causa petendi*, *cautio*, *culpa in contrahendo*, *de lege ferenda*, *de lege lata*, *exceptio non adimpleti contractus*, *exceptio veritatis*, *extra petitum*, *in dubio pro operario*, *in dubio pro reo*, *in fraudem legis*, *in rem verso*, *iura novit curia*, *iure gestionis*, *iure imperii*, *iuris et de iure*, *iuris tantum*, *ius cogens*, *ius dispositivum*, *ius posterius derogat priori*, *ius preferendi*, *ius utendi*, *lato sensu*, *mandatum solvitur morte*, *mens legis*, *negotiorum gestio*, *non bis in idem*, *non compos mentis*, *nudum pactum*, *nulla poena sine lege*, *nullum crimen sine lege*, *plus petitio*, *propter rem*, *ratio iuris*, *rebus sic stantibus*, *res nullius*, *solutio indebiti*, *stricto sensu*, *ultra petita*, *volenti non fit iniuria*.

Some of the Latin terms commonly used in English, but not in Spanish that are omitted include: *coram nobis*, *damnum absque injuria*, *dictum*, *expressio unius est exclusio alterius*, *in pari delicto*, *in para materia*, *jus tertii*, *mens rea*, *modus operandi*, *nolle prosequi*, *non obstante verdicto*, *obiter dicta*, *quantum meruit*, *quare clausum fregit*, *qui tam*, *quo warranto*, *per curiam*, *pro hac vice*, *ratio decidendi*, *remitteretur damna*, *res gestae*, *respondeat superior*, *scienter*, *subpoena ad testificandum*, *subpoena duces tecum*.

## APPENDIX B

Some of the more salient omissions from the English side include: additur, authorized issue, bad check, bad debt, bad faith, bail bond, balance sheet, balloon note, bench trial, bench warrant, beneficial interest, beneficial use, beyond a reasonable doubt standard, black letter law, blue chip stocks, boiler plate, bona fide purchaser, capital gains or losses, capital offense, capital punishment, case of first impression, cautionary instruction, charitable contribution, charitable deduction, clean hands, clean bill of lading, clear and present danger doctrine, clear title, color of title, compulsory joinder, conditional fee, condition precedent, condition subsequent, conflicts of laws, conjugal rights, consortium, constructive malice, constructive trust, contempt of court, contingent estate, co-sign, deadly force, decedent, defeasance, defeasible, demur, deponent, derogation, detainer, detinue, dower, dowry, eminent domain, entrapment, equal protection, equitable estoppel, equitable servitude, escheat, establishment clause, euthanasia, exclusionary rule, executive privilege, exhaustion of remedies, extenuating circumstances, extinguishment, fair use, false arrest, federal common law, felony murder rule, fixture, foreseeability, forbearance, foundation, free exercise clause, freedom of contract, fruit of the poisonous tree doctrine, frustration of contract, frustration of purpose, gag order, garnishee, general obligation bond, gerrymander, good Samaritan doctrine, gold clause, governmental immunity, grandfather clause, grand larceny, guarantee clause, habitability, harassment, hold harmless agreement, holographic will, home rule, hung jury, impeachment, impleader, implied consent, implied contract, implied easement, impossibility, inalienable rights, in camera inspection, inchoate, inchoate lien, incorporation by reference, incumbrance, indecency, infringement, ingress and egress, insanity, insanity defense, insider trading, intangibles, intangible property, intestacy, investiture, joint liability, judicial review, juror, justiciable, leasehold, legal aid, letter of credit, letter of intent, leverage, lien, life estate, limited jurisdiction, maritime law, mental anguish, mental cruelty, miscegenation, mitigation of damages, modus operandi, money judgment, mortgagor, mutual mistake, nominal damages, nonfeasance, no-par stock, overbreadth, pain and suffering, patent infringement, penalty clause, pendent jurisdiction, peremptory challenge, performance bond, petit jury, piercing the corporate veil, police power, political question, post nuptial agreement, preemption, prejudicial error, preliminary hearing, preliminary injunc-

tion, privity, products liability, proxy, public domain, public easement, public policy, quash, quiet enjoyment, quiet title, quitclaim deed, reapportionment, reasonable man standard, reliance, remainder, rescission, restraining order, restraint on alienation, reverse discrimination, reverter, right of way, ripeness, scrivener, seasonable, self-dealing, separation of powers, service of process, servient estate, servitude, sodomy, solvency, spending power, standing, statute of limitations, strict scrutiny, substantive due process, summation, tender offer, title search, treasure trove, treble damages, trust indenture, turn key operation, undue influence, venire, waiver, warranty, waste, watered stock, work product, worthier title, writ of mandamus, and writ of prohibition.

## APPENDIX C

On the Spanish side, some of the more salient omissions include: *acción accesoria*, *acción aquiliana*, *acción cambiaria*, *acción cautelar*, *acción constitutiva*, *acción declarativa*, *acción popular*, *acefalia*, *anuencia*, *anulable*, *apropiar*, *aquí me remito*, *arbitrable*, *arbitrador*, *arbitrar*, *arbitrio*, *arras*, *arrendable*, *arrestar*, *asamblea general de accionistas*, *asegurable*, *asegurar*, *asesinar*, *aciento*, *asilado*, *asilar*, *atentado*,<sup>16</sup> *atestado*, *atestar*, *atestiguar*, *auditor*, *autenticar*, *auténtico*, *auto de presión*, *auto resolutorio*, *baldío*, *barrio*, *beneficiencia*, *bienes raíces*, *bienes semovientes*, *bienes adventicios*, *burlar la ley*, *buscapleitos*, *buzón*, *cabildo*, *cámara de apelaciones*, *capital social*, *capital no desembolsado*, *capital emitido*, *capital en giro*, *capital en degrado*, *capital liquido*, *capital mobiliario*, *capital realizado*, *corromper*, *cédula de citación*, *cédula de emplazamiento*, *citación por cédula*, *citación por edictos*, *concurrancia desleal*, *concurso preventivo*, *contratos innominados*, *corrección monetaria*, *curso forzoso*, *damnificado*, *depreciación monetaria*, *derecho administrativo*, *derecho internacional privado*, *desamparar la apelación*, *desvalorización monetaria*, *deudas de valor*, *divorciar*, *domiciliado*, *doy fe*, *duedas dinerarias*, *ejido*, *endosar*, *entidad*, *excarcelación*, *fondo de comercio*, *hacendado*, *hacendista*, *hato*, *homocidio culposo*, *homocidio intencional*, *impetración*, *indexación*, *interponer apelación*, *juez arbitral*, *juez "a quo," juez "ad quem," juez de paz*, *juicio de consignación*, *juicio percicial*, *juicio político*, *juicio sumario*, *juicio sumarísimo*, *jurador*, *juzgado correccional*, *juzgado de primra instancia*, *ladronicio*, *mácula*, *madrasta*, *magisterial*, *mancomunar*, *manumisión*, *obligaciones de dar*, *obligaciones de hacer*, *obligaciones de no hacer*, *orden público*, *pecuario*, *peculio*, *prebenda*, *protocolación*, *recopilación*, *resguardar*, *semanario*, *semestral*, *sociedad de hecho*, *sociedad vinculada*, *socio accionista*, *solidaridad activa*, *solidaridad pasiva*, *subfiador*, *sucesión forzosa*, *teoría de la imprevisión*, *terreno baldío*, *terreno edificado*, *título de crédito*, *título de la deuda pública*, *título ejecutivo*, *tributación*, *ubicación*, *ubicar*, *urna*, *valor nominal*, *venta contra documentos*, *yacimiento mineral*, *zona franca*.

---

16. *Atentado* normally means a criminal attempt. Dahl includes only *atentado contra libertad de comercio*, which is a restraint of trade.