

The writing of a
Spanish-English law
dictionary: a personal account

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The Origins of the Spanish-English Dictionary of Law and Business

In 1995 I left the law firm where I had practiced corporate law for five years and started a company specializing in legal translation. In my final months of practicing law, I prepared myself for my new career as a translator by collecting all the bilingual Spanish legal dictionaries that are readily available in the United States: *Diccionario de términos jurídicos* by Alcaraz Varó/Hughes (from Spain), the *Butterworths Spanish Legal Dictionary* by Cabanellas/Hoague (from Argentina)¹, and the *Diccionario bilingüe de terminología jurídica* by Mazzucco/Maranghello (also from Argentina). Armed with this small but ostensibly complete collection, I began accepting my first large translation assignments. The first three jobs to come my way were a lawsuit against a government agency in Colombia, a case involving the bankruptcy of a financial institution in Venezuela, and the documentation to establish a joint venture in Chile. Any notion that my dictionary collection might be complete was quickly dispelled: I soon discovered that lawyers in each of these three countries used a great deal of country-specific legal terminology that is nowhere to be found in any of the three dictionaries from Spain and Argentina. Fortunately, I still had contacts at law firms in South America from my days of practicing law and was not shy about sending a fax or e-mail to anyone I could find who might be able to answer my questions about country-specific legal terminology. An attorney in Chile was kind enough to bring me a copy of the Chilean *Código Orgánico de Tribunales* when he came to Atlanta for the joint venture negotiations, and a translator in Venezuela whom I met over the Internet sent me a copy of a monolingual dictionary of banking terms from Venezuela. These country-specific monolingual resources explained many (but not all) of the mysterious terms, and I recorded them in a two-column Word document on my computer.

At some point in early 1996 I was contacted by the British publisher Routledge about the possibility of my writing a bilingual legal dictionary for them. We never got very far in discussions, and they ended up deciding to discontinue their dictionary program altogether, but in the meantime, I had begun work on the dictionary in earnest. Early in the process of compiling it, I read and was heavily influenced by a law professor's lengthy review of a bilingual Spanish legal dictionary by Henry Saint Dahl.² I particularly took two of his criticisms to heart. First, the professor criticized that dictionary's translation of terms using esoteric cognates, insisting that translations "that must be looked up in other dictionaries are not helpful."

1- Another dictionary has come on the market since that time, but it is also from Spain. See Ramos Bossini, Francisco and Mary Gleeson. *Diccionario de términos jurídicos*. Granada: Editorial Comares, 1997.

2- Rosenn, Keith S. *Review of Dahl's Law Dictionary*. 24 *Inter-American Law Review*. 1993, 607-623.

Thus, for example, the Dahl dictionary translates the Spanish term “estelionato” by the odd English word “stelionate,” but the reviewer explained that “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.”³ In writing my dictionary, I kept in mind the rule that translations that must be looked up in other dictionaries are not helpful, and added an explanatory note wherever there was a risk that the translation would seem as mysterious as the source language term.

The reviewer also criticized the Dahl dictionary’s failure to include Latin terms, pointing out that the set of Latin terms used in legal writing in Spanish is almost completely different from the set of Latin terms used in legal English. This was a real eye-opener for me, because I had erroneously assumed that legal Latin terms need not be translated. In an appendix to his article, the reviewer lists Latin words and phrases commonly used in civil-law countries but not in common-law countries, and I tried to incorporate as many of these as possible into the dictionary. Examples include *affectio societatis*, which means “the relationship of mutual trust among partners,” and *culpa in contrahendo*, which means “negligence in contracting” and is exemplified by a person contracting to perform a certain act without first making sure that he can obtain the permit necessary to perform that act.⁴ Interestingly, many of the Latin phrases not used in legal English nonetheless express concepts that are part and parcel of the common law tradition, and thus where possible, I included not only a translation of the Latin, but also an explanation of the analogous concept. For example, the prerequisites for “medidas cautelares” in Spanish-speaking countries (which are similar to interim equitable relief in the U.S.) are *fumus boni juris* (credibility of the right invoked) and *fumus periculum in mora* (appearance of danger from delay). The former Latin phrase is similar to the common law requirement that there be “probable success upon a trial on the merits” for a preliminary injunction to be granted in the United States, and the latter is similar to the U.S. requirement that there be probability of irreparable harm if interim injunctive relief is not granted. Whenever I saw this sort of connection between the two systems, I included a note to that effect in the dictionary entry.

The Objectives of the Spanish-English Dictionary of Law and Business

In addition to addressing the concerns of the reviewer of Dahl’s dictionary, I also set several goals of my own. Obviously my first concern was to include the country-specific terms that had been so hard to find and had motivated me to

3- *Id.* at 610.

4- Particularly helpful in this regard was Lucio Gernaert Willmar’s *Diccionario de aforismos y locuciones latinas de uso forense*. Buenos Aires: Abeledo-Perrot, 1998.

write the dictionary in the first place. To collect these country-specific terms, I filed by country the Spanish-language legal documents that I had translated over the course of three years, and then further sorted them by document type. In the end, therefore, I had a file of leases from Peru, a file of marriage certificates from Venezuela, and so on. This was particularly instructive because it revealed recurring phraseology. For example, all of the Venezuelan marriage certificates contained the odd phrase “se procedió con prescindencia de la previa fijación de carteles.” To solve conundrums like these, I acquired as many monolingual dictionaries from the Spanish-speaking countries as I could.⁵ One of these, the *Diccionario del habla actual de Venezuela*⁶, provided the answer to the “previa fijación de carteles” puzzle: “fijar carteles – colocar en la cartelera de una Jefatura Civil el anuncio público donde se informa que dos personas se van a casar.” In other words, in Venezuela the phrase “fijar carteles” does not have the general meaning that it would have in most other countries (where it appears as “prohibido fijar carteles” meaning “post no bills”), but instead specifically refers to the posting of a notice of an impending marriage on the bulletin board at the local registry office.

The other benefit of sorting legal documents by type and country was that sometimes one document would spell out a phrase that the other documents had abbreviated. Most of the Venezuelan marriage certificates mentioned above ended with a cryptic phrase along the lines of “Años 185 y 137” (the actual numbers varied from document to document). Others simply ended with “185 y 137.” However, one unwittingly helpful writer closed his document with “Año 185 de la Independencia y 137 de la Federación.” Accordingly, I was able to include an entry for “Años 186 y 136” in my dictionary to explain to the translator what that phrase means in Venezuela.

My sorting of legal documents by country not only revealed recurring terms and phrases in documents from the same country, but also uncovered an amazing divergence in terminology from country to country. For example, all Spanish-speaking countries use the legal form of the “sociedad de responsabilidad limitada,” but the term is officially abbreviated as “SRL” in Argentina, as “S. de R.L.” in Mexico, and as “SRLtda.” in Peru. Moreover, the shares into which this type of company is divided are called “cuotas” in Argentina, “partes sociales” in Mexico, and “participaciones” in Peru. The dictionary contains notes to this effect under each of these terms.

In addition to reviewing documents and monolingual dictionaries for terminology, I also studied the primary codes of law from many Spanish-speaking countries, both on the Internet and at law school libraries around the United States.

5- A bibliography of the monolingual dictionaries that I consulted in writing my own dictionary, as well as some that I have acquired since its publication, is set forth in Appendix A.

6- Núñez, Rocio and Francisco Javier Pérez. *Diccionario del habla actual de Venezuela*. Caracas: Universidad Católica Andrés Bello, 1994.

I did word searches on the Internet for particularly puzzling terms and was often able to determine their meaning from seeing them in several different contexts. When these Internet word searches brought up only documents from one country and no others, I could conclude with at least some degree of certainty that a term was unique to that country. The Internet also gave me access to all sorts of materials that would have been completely inaccessible ten years ago without making a trip to every single Spanish-speaking country. On the other hand, many of the smaller countries have very little of their legislation on line, and so there is still much fodder for a second edition of the dictionary, as I will explain below.

My second objective in writing the dictionary was to include standard (as opposed to country-specific) terminology that has not yet appeared in other bilingual dictionaries. Some of these terms are not included in other dictionaries simply because they are so new. Examples include "Y2K compliance" on the English side, and "cedear" on the Spanish side. The latter is short for "certificado de depósito argentino," an Argentine counterpart to American depositary receipts (ADR) that has only been in existence for a few years. Other standard terms are missing elsewhere perhaps because they do not occur with great frequency even though they are a part of legal Spanish throughout the Spanish-speaking world. A particularly interesting term in this regard is "casación per saltum." By reading a book on appellate courts in United States by one of my law school professors, I determined that the U.S. equivalent of "casación per saltum" is called "leapfrogging."⁷ Leapfrogging means that a trial court decision is appealed directly to the supreme court, by "jumping" over the intermediate court of appeals. The similarity of the terms ("saltum" is Latin for "jump") and of their definitions proves that this translation is right on target.

My third objective in writing the dictionary was to go beyond individual words and include phraseology whenever possible. For example, a translator faced with translating the phrase "habilitar el tiempo" will find only the term "habilitar" in the Alcaraz Varó/Hughes dictionary, which translates it as "authorize, enable, qualify," none of which collocates with "time" in English. The term "habilitar" by itself is also included in Louis Robb's dictionary, again with translations that do not seem to fit in the phrase "habilitar el tiempo": to equip, fit out; to validate; to enable, qualify; to finance; to provide, furnish.⁸ The Ramos/Gleeson is no more helpful; it, too, contains only the word by itself, translating it as "to authorize; to validate; to enable; to make legally competent." Finally, the Cabanellas/Hoague dictionary does not include the phrase, but provides the following entry for "habilitar":

to authorize, make competent (to do something not otherwise permitted); to validate; to enable, qualify; to grant legal emancipation of a minor; to authorize the carrying out of legal acts on non-judicial days; to hand over the administration of an estate of bankrupt [sic] to him; to share corporate or business profits with

7- Meador, Daniel John and Jordana Simone Bernstein. *Appellate Courts in the United States*. St. Paul: West Publishing Co., 1994.

8- Robb, Louis. *Diccionario de términos legales*. Mexico City: Limusa, 1996.

employees thereof; to equip, fit out; to give a share in the profits of a business. Buried in the midst of that entry is the correct meaning of "habilitar el tiempo": to authorize the carrying out of legal acts on non-judicial days," or in perhaps better English: to allow judicial acts to be performed on a court holiday. In other words, "habilitar" in this phrase means deeming a day that is "inhábil" to be "hábil."

Another example is the common phrase "to file a complaint with the court." Many bilingual law dictionaries include the verb "to file" and the term "complaint," but none of them include the whole phrase, which involves one preposition in English and a completely different preposition in Spanish: "to file a complaint *with* the court" becomes "entablar una demanda *ante* el tribunal" ("*before* the court") in Spanish. Entries like these should keep users of the dictionary from having to piece together phrases and should thereby ensure more accurate translations.

My fourth goal in writing the dictionary was to translate terms by terms rather than by definitions, whenever possible. For example, the Spanish term "obligación de medios" is translated in the Cabanellas/Hoague dictionary as "obligation related to the means used to achieve a given end." This is an explanation of what lawyers would call a "best efforts obligation." Similarly, on the English-into-Spanish side of that dictionary, we find "attorney-client privilege" translated as "relación de confidencialidad entre el abogado y su cliente, que da origen a la obligación de no divulgar la información obtenida como consecuencia del vínculo entre esas partes, y al derecho de no revelar tal información, cuando sea solicitada por terceros." Although that is a fine explanation of this legal concept, it certainly would not fit neatly into a translation, nor does it have to, because there is a functional equivalent in Spanish: "el secreto profesional entre el abogado y su cliente." Of course, there are many terms that do not have a functional equivalent and therefore must be explained in the other language, but by and large, translators need both a term that can be inserted into their translation and an explanation of the term. To the extent possible, I supplied both.

My fifth objective was to provide explanations of the fine differences between terms that are very close in meaning. For example, both the term "secuestro" and the term "embargo" are translated as "attachment" in many dictionaries, but they are not really synonyms. The difference between them is that in an "embargo" the property remains in the debtor's possession, whereas in a "secuestro" the property is taken away from the debtor. Another example is the two terms "tutor" and "curador," both of which are translated as "guardian" in most dictionaries. The difference between these words is the degree of incapacity of the person needing a guardian. If the person is a minor or is "interdicto," a "tutor" is appointed. If the person is an emancipated minor or is "inhabilitado," a "curador" is appointed. My favorite instance of closely related words is the pair "costos y costas," which looks like a terrible tautology to a non-native speaker, but actually means "court costs and attorneys' fees."

Topics included in the Spanish-English Dictionary of Law and Business

I initially set out to write a law dictionary, and thus included the standard areas of law (contracts, civil procedure, real property, torts, criminal law, and criminal procedure), but I soon came to realize that the day-to-day work of a legal translator goes well beyond the scope of purely legal language. The initial addition was financial terminology, particularly accounting terms, because I found that they varied from country to country as much as legal terms do. Thus, for example, a balance sheet that appears in most countries as “balance general” might appear as an “estado de situación patrimonial” in Argentina and as an “estado de posición financiera” in Mexico. Economics is another area where there is anything but consistency in the standard terms from country to country. The economic term “gross domestic product” is known as “producto interior bruto” in Spain, “producto interno bruto” in most of Latin America, and as “producto bruto interno” in Argentina. This sort of divergence called for economics to be included in the dictionary. Lastly, I knew from experience that legal translators are often called upon to translate newspaper articles on current events in the countries where the source language is spoken, and thus decided to include terms from the field of political science. These include names of country-specific government officials (such as the “teniente político” in Ecuador), country-specific adjectives describing political parties (such as “perredista” referring to the Partido de la Revolución Democrática in Mexico and “copeyano” referring to the Comité Organizador para Elecciones Independientes in Venezuela) and election-related terminology (such as the “veda política,” a moratorium on campaigning just prior to an election in Argentina).

Above all, I endeavored not to include any “filler” terms whatsoever, but I did include country-specific terms that might appear in a collective bargaining agreement, such as the Mexican term “gafete” meaning “badge,” or that might appear in a lease agreement, such as the term “chapa,” which means “lock” in Mexico but “name plate” in Argentina.

Knowing that abbreviations are the bane of most translators’ existence, I included an appendix listing common Spanish-language and U.S. legal and business abbreviations with their expansions.

The English-to-Spanish Section of the Spanish-English Dictionary of Law and Business

Writing a law dictionary is more complicated than writing other types of dictionaries because the corpus of words used in one legal system differs so greatly from the corpus used in the other. As a result, the dictionary cannot be “flipped”; instead, the English-to-Spanish section involves new research as to how to translate uniquely U.S. legal terms into Spanish. Because my research focused on Spanish-

language materials, my original intent had been not to include an English-to-Spanish section at all. However, in the end I decided to provide translations of four types of terms from English into Spanish: (1) terms that are missing from other bilingual law dictionaries (e.g., certificate of incumbency, risk-based capital, Y2K compliance, etc.); (2) terms for which other dictionaries include only an explanation and not a translation (e.g., attorney-client privilege); (3) terms that vary from country to country so that the into-Spanish translator can know what term to use for a certain country (e.g., gross domestic product, shareholders' meeting, value-added tax, board of directors, etc.); (4) terms for which there is an official translation (e.g., United Nations Convention on Contracts for the International Sale of Goods).

The Future of the Spanish-English Dictionary of Law and Business

My real hope is to join forces with an attorney from a Spanish-speaking country to enlarge the English-into-Spanish section of the dictionary so that it is as complete as the Spanish-to-English side. As I mentioned above, because of how difficult it is to track down terminology from smaller countries such as El Salvador and Paraguay, there is also much that can be added to the Spanish-to-English side in a future edition. Indeed, when I sent the manuscript off for publication, I still had an eight-page list of puzzling Spanish terms that I had not been able to solve by using my available resources (including the Internet). Some of these conundrums have been solved in the meantime, but new puzzlers have cropped up as well. Finally, I included my e-mail address in the preface to the dictionary and have already received additions and corrections that various users of the dictionary would make to a future edition. In sum, I would like for this book to go into many editions, each more complete and fine-tuned than the one before.

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