

## MODULE V

### SPECIALIZED TRANSLATION II

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## 5. Introduction to the module

The type of specialized translation included in this final module (scientific and technical, legal and administrative, and financial) is normally associated with texts basically produced and used by restricted communities of experts. However, the materials included in this field cover a wide spectrum that ranges from absolute specialization to popular texts that may be read by everybody.

Nowadays, scientific and technical translation in general occupies most of the work generated by the translation market. These technical and scientific texts are usually rather long, they include many repetitions in most cases, and they present very specific terms that must be adapted to each and every client's needs; once chosen, they must be used coherently throughout the whole work. That is the reason why, translation professionals that work in this scientific and technical field make use of Computer-Assisted Translation tools. Without the help of these tools, it would be impossible to translate the millions of words generated by the scientific and technical editors of big corporations, such as Microsoft, Nokia or BMW.

The language of law is a very complex and difficult one. The meanings and legal guarantees stem from three main sources: the Parliament, that defines parliamentary Acts; the judges, who interpret the words, clauses and sentences contained in Acts and other legal documents; in the Anglo-Saxon legal system, the meaning of such interpretations is searched in precedents and is binding for subsequent trials; professional journals, that create doctrine and fix the meanings of newly introduced terms. In this module, we will study the general features of legal language, as well as the main types of legal terms and documents.

The language of finance, on the other hand, although it is related to the language of law and administration, belongs to a very specialized world. To understand this type of language, it is absolutely necessary to be familiar with the most relevant economic issues around the world. That is why, when translating, the reading of a great deal of parallel texts is absolutely necessary.

## 5.1. Scientific and technical texts

This type of translation shared features with other types of translation (Gamera, 2001):

- It is an activity that mediated among languages and cultures.
- It is a professional activity where the job assignment guides the process.
- It involved both the understanding and the re-writing of a text using a series of strategies and techniques.
- It involves problem solving through the application of certain criteria.
- It demands decision making and the choice of one option among many.

Nevertheless, this type of translation obviously presents a series of specific features linked to the specific workings of the text (the relevance of the thematic field, the specific terminology and genre, etc.), and all this demands in the translator a series of skills, such as:

- Specific knowledge about a particular specialized field.
- An efficient and correct use of terminology.
- Being competent in the genres involved.

Scientific and technical translation shares goals with other specialized fields, such as the orthographic and grammatical correctness, the rhetoric and stylistic suitability, the textual coherence between the source text and the target text, etc. Added to these goals, we can find other more specific and relevant ones (Montalt, 2005):

- **Veracity:** This is related to the quality of the information contained in the text in terms of truth, validity and reliability.
- **Concision:** This consists in formulating the same idea of the source text making use of the strategy known as economy of expression as much as possible. It is about avoiding unnecessary words. A lack of concision may produce a negative effect in the understanding of the target text.
- **Precision:** This is associated with content and expression. It is opposed to vagueness and ambiguity. A lack of precision in a text affects its meaning and thus, its reliability.
- **Clarity:** This feature is related to the reader's perception of the text. It has to do with the ease in understand the target text as opposed to obscure and confusing

reception. It must be noted that in those cases where the source text is confusing, the translator should try to reformulate the ideas in the target text in a clear way, so as to ease the reader's comprehension process.

There are a series of problems related to this discipline: the thematic field and the level of specialization, the specific terminology and the documentation process.

- As to the thematic field and level of specialization, it must be noted that these two factors have a direct influence in the ease of difficulty found when reading and understanding the source text. If the information contained is very much specialized and complex, the translation will necessary require a great deal of previous knowledge in the corresponding thematic field or he must thoroughly look for information and documentation in advanced.
- Specialized terms, on the other hand, are one of the main defining features of technical and scientific translation. Specialized terms pose two types of problems: the understanding of the designated concept and the particular sense of the term in the source text. Furthermore, terminology is a field in constant transformation due to scientific and technical progress, a progress that is associated to the constant coinage of new terms: neologisms. Since English is the *lingua franca* of technical and scientific communication, most terms are first coined in English. Later, these terms are used in other languages usually after a process of translation, adaptation or as a mere loan-word. In order to carry out the process of neologism formation and acceptance, each country has an official entity in charge of establishing the accepted terminology. In Spain, this entity is AENOR; it publishes a series of norms, called UNE (Una Norma Española) norms. For international terms, the entities in charge are ISO (International Organization of Standardization) and IEC (International Electrotechnical Commission).

Finally, the process of documentation is, as we have already mentioned in previous modules, a necessary step in any translation task. In the technical and scientific field, it requires the use of a series of specific resources, such as thematic encyclopedias, specialized data bases, theoretical books of the corresponding field, dictionaries, vocabularies, glossaries and lexicons...The use of parallel texts is likewise essential in this specialized field, both in the source and in the target language. Last but not least,

when the documentation process is not enough, the help of experts in the thematic field included in the source text is a must.

TASK 5.1. Read these two articles on technical texts.

<http://citeseerx.ist.psu.edu/viewdoc/download?doi=10.1.1.24.8178&rep=rep1&type=pdf>;  
[www.articlesbase.com/languages-articles/finding-equivalence-in-translation-of-scientific-texts-948151.html](http://www.articlesbase.com/languages-articles/finding-equivalence-in-translation-of-scientific-texts-948151.html)

Share and discuss your opinion on this type texts and translation (linking your thoughts with the information read) in the virtual forum.

## 5.2. The language of law and administration

In this section, we will discuss the language of legal and administrative texts in terms of its most representative features, the types of legal terms, the main strategies used when translating this type of texts, and the main types of documents that we can find.

Firstly, the **general features** of legal language can be summarized as: the use of Latinisms, the use of terms coming from French and Norman, the employment of a formal and archaic language, expressive redundancy, the existence of a series of adjectives of legal use, and the presence of a specific morphosyntax.

a. Examples of **Latinisms** are: *writ of a fieri facias (fi fa)*: auto ejecutivo de una sentencia; *prima facie*: a primera vista, tras un primer examen; *bona fide*: de buena fe, auténtico, sin engaño o mala intención; *bona fide error*: error involuntario; the offence of *absconding*: delito de fuga o evasión; to *impugn* the validity... : impugnar.

b. Examples of **French and Norman origin** terms are: *salvage*: salvamento, premio por salvamento; *average*: avería, contribución proporcional al daño causado por la avería; *beaconage*: sistema de marcas en el mar para guía de navegantes; tasas o derechos que se han de abonar para la conservación de las citadas marcas; *tonnage*: remolque, derechos por remolque; *pilotage*: practicaaje, derechos de practicaaje; *demurrage*: estadía, demora; penalización / gastos por estadía / demora; *anchorage*: fondeadero; derechos de anclaje; derechos que se pagan por fondear; *damage / damages*: daños y perjuicios, indemnización por daños y perjuicios.

c. The language of law makes use of a **formal and archaic tone**, and this can be seen in phrases and terms, such as the following: *to commit to prison*: enviar a la cárcel; *brother judge*: colega, juez colega; *learned friends / colleagues*: doctos colegas (defensa y acusación); *milord / your lordship / your honour (USA)*: su señoría.

d. Examples of **expressive redundancy**, one of the most representative features of legal language, can be found in the following expressions: *False and untrue- request and require- alter and change- Null and void- force and effect- have and hold- Each and every- fit and proper -full and complete-Sole and exclusive -aid and abet -final and conclusive -Known and distinguished as- last will and testament- rest, residue or hindrance- Mind and memory- fair and equitable.*

e. As to the **adjectives of legal use**, the following are some of the most common ones:

- *Absolute*: definitivo, categórico, firme, incondicional, inapelable, final, sin restricciones, total. Synonyms: *express / final ≠ qualified, conditional, nisi*. Examples: *Absolute acceptance*: aceptación completa, absoluta, total/ *absolute owner*: dueño absoluto o sin restricciones/ *Absolute presumption*: presunción *juris et jure*/ *absolute title*: título incuestionable, irrefutable o absoluto.
- *Qualified*: profesional, preparado. = *well-trained*; condicional, limitado, con salvedades. = *conditional ≠ absolute*. Examples: *Qualified acceptance*: aceptación limitada, especificada o condicional; *qualifying date*: fecha límite; *Qualified judge*: juez de carrera o profesional; *qualified opinion*: dictamen restrictivo; *Qualifying period*: periodo o plazo legal o que ha sido fijado reglamentariamente.
- *Constructive*: equivalente, inferido, analógico, por deducción, presuntivo, a efectos legales, sobreentendido, virtual, implícito, lo que la ley considera tuvo lugar aunque no haya sucedido. Examples: *constructive notice*: una persona tiene conocimiento de aquello que es razonable suponer; *constructive dismissal*: no ha habido despido por parte de la empresa, pero a efectos legales sí.
- *Actual*: real, efectivo, expreso ≠ *constructive*. Examples: *actual assets*: bienes efectivos o reales *actual crime*: delito flagrante; *actual malice*: dolo directo, maldad, ruindad, dolo, malicia expresa o de hecho.
- The last characteristic feature, the **morphosyntax** of legal language, presents the following defining aspects:
  - There is a high frequency of suffixes in **-er** and **-ee**. E.g: *paroler*: juez u órgano que concede la libertad bajo palabra de honor; *parolee*: beneficiado del privilegio anterior;

*promissor*: prometedor *promisse*: tenedor de una promesa; *mortgagor*: deudor hipotecario; *mortgagee*: acreedor hipotecario

-A series of adverbs, prepositions, and conjunctions are also widely common in this type of language: *hereinafter*: en adelante, más abajo *thereunder*: en virtud del mismo; *whereof* :de lo que *hereby*: por la presente; *herewith*: adjunto; *under*: a tenor de lo dispuesto, conforme a, en virtud de, de conformidad con, de acuerdo con, al amparo de, según; *subject to*: sin perjuicio de *having regard to*: visto, habida cuenta de; *relating to / on*: relativo a *pursuant to*: en cumplimiento de, a tenor de lo dispuesto; *in pursuance of*: en virtud de *in accordance with*: en virtud de, de conformidad con; *whereas*: considerando que

- The use of gerund constructions is also highly frequent.

- It is common to find the connector “that” meaning “ en el /la que afirma que, referido a” . .

- Sentences are usually long, complex, and ambiguous.

- Repetition of words and syntactic constructions is very common; this should be avoided in the translation, since it is not as common in Spanish as it is in English.

- Punctuation is often poor and inadequate; this should be fixed in the target text when translating.

As regards the types of terms, we can distinguish two main groups: those that are exclusively legal and those taken from everyday language that make use of typically legal meanings.

- Examples of the first group, exclusively legal terms, are: *Remand*: restringir la libertad del acusado—*remand in custody*: prisión preventiva—*remand on bail*: libertad provisional bajo fianza; *Committal*—*committal for sentence*: traslado de una causa desde un Tribunal de Magistrados (*a Magistrate’s Court*) al Tribunal de la Corona o *The Crown Court* con el fin de que éste dicte sentencia—*committal for trial order*: auto de procesamiento—*committal order*: orden de ingreso en prisión por desacato, impago, etc.—*committal proceedings*: diligencias de procesamiento, instrucción de una causa criminal.
- Examples of the second group, terms from everyday language that carry special legal meanings, are: *to bring an action, a case, a charge against, an accusation*: interponer, presentar una acusación, iniciar una demanda. = *to start, to put forward / to commence*

(*litigation*), *to institute (proceedings against)*; *to discharge*: descargar, desempeñar / llevar a cabo el ejercicio de las funciones. = *to unload / to perform*; *to find*: fallar, declarar un tribunal, apreciar un juez; *information*: denuncia ante un tribunal (*lay an information*); *to provide*: ofrecer, facilitar, proporcionar / disponer (jurídico); *to result*: retornar.

Thirdly, when translating legal and administrative texts from English to Spanish or vice-versa, there are a series of aspects that need to be born in mind: polysemy, false friends, and recommended translation techniques.

- Examples of polysemy: *articles*: 1. período de prácticas de un abogado/ 2. sección o conj. de art. de una ley; *case*: 1. *The merits of the case*: el fondo de la cuestión/ 2. *You have no case*: Carece usted de soporte legal. (\*Ud. no tiene caso)<sup>1</sup>.

- Examples of false friends: *implement*: ejecutar llevar a cabo, realizar, poner en práctica, llevar a la práctica, implantar, poner en marcha, poner en servicio, poner en vigor, cumplir. (\*“implementar”); *implementation*: medidas, instrumentación (\*“implementación”); *emphasise*: destacar, subrayar, hacer hincapié, recalcar, acentuar, poner de relieve, cargar el acento, dar énfasis. (\*“enfaticar”, “hacer énfasis”); *magistrate*: juez lego (\*“magistrado”); magistrado: *judge* (\*“magistrate”); *legislature*: poder legislativo (\*“legislatura”); legislatura: *life of a Parliament, Congress (USA)* (\*“legislature”); *section*: artículo (\*“sección”); *article*: sección, grupo de artículos (\*“artículo”); *prorogue*: suspender, detener (\*“prorrogar”); *prejudicial*: perjudicial/ cuestión prejudicial: *preliminary ruling* (\*“prejudicial ruling”); *affirmation*: promesa solemne (\*“afirmación”); prometer: *to affirm* (\*“to promise”)

- Here follow tips for translating legal and administrative documents from English to Spanish and vice-versa: Avoid the unnecessary of calques and borrowings, be faithful to the semantic, stylistic (connotations) and discourse equivalence, avoid repetition in Spanish (use synonyms or varied references, such as *el mencionado delito, la aludida práctica, el ya citado...*); avoid being carried away by paronymic temptation when you encounter homophones or homographs, eg. *certain* ⇒ determinado, *various* ⇒ diverso, *particular* ⇒ concreto; finally, make use of transposition to adapt the source text grammar to the target language one in a natural way (do not make of literal translation techniques), e.g. adj. ⇒ n.

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<sup>1</sup> \* means wrong translation.



“when the invoice is overdue” ⇒ “al vencimiento de la factura”; n. ⇒ v. “that linguistic schizophrenia is not a consequence of” ⇒ “esa esquizo. no nace de”; n. ⇒ pron. / prep. ⇒ v. “to persons with” ⇒ “a quienes posean”; v. ⇒ n. “asked for the deposit to be returned ” ⇒ “solicitaron la devolución”.

Finally, it is important to understand what the main types of **legal and administrative documents** are and what their main structure and purpose is.

- First of all, we have **contracts**. They are basically bilateral or multilateral agreements between the participating parties; they legally regulate an issue and create a series of legal effects. Examples of common types of contracts or agreements (or deeds) are: sales contract, employment contract, warranty deed, lease agreement, real state agreement, rental agreement, mortgage, factoring contract, quitclaim deed,
- Secondly, we can speak of **powers of attorney**. They give someone the power of legal action in the name of another person. We can speak about General Power of Attorney, Special Power of Attorney, Unlimited Power of Attorney, Health Care Power of Attorney, Durable Power of Attorney, Revocation of Power of Attorney, etc.
- Last but not least, we can talk about **wills and testaments**. A will is a unilateral and revocable act through which a physical person states his/her personal assets after his/her death. Some of the most common types of Wills are: will for single person with no children, will for married person with children, and living will.

Obviously, there are other types of legal documents, such as Acts, certificate of marriage, birth certificate, affidavit of bachelor-hood, statutory declaration of age, insurance policy, etc.

TASK 5.2. Translate the following legal-administrative text into Spanish. Create a glossary of terms from the text. Share and discuss your work in the virtual forum.

### **This is the last Will**

AND TESTAMENT of me Peter William of 14, Brook street, Newcastle-Upon-Tyne.

1. I HEREBY REVOKE all former Wills and testamentary dispositions made by me and declare this to be the last Will \_\_\_\_\_

2. I DESIRE that following my death my body be cremated and my ashes interred at Roselawn Cemetery Newcastle-Upon-Tyne in the grave of my late grandparent identified and known to my family (being the Grave Number 459 of my grandfather John Peters who died in 1903 \_\_\_\_\_

3. (a) I APPOINT my wife Mary Ellen and Colin Gowdy of 16, Great Victoria Street, Winchester, Solicitor, to be the Executors and Trustees of this Will

(b) IF my wife shall die in my lifetime or after my death before having proved my said Will or if she shall be unable to do so then in her place I APPOINT my son Matthew William Peters of 49, Kew Terrace, London and my daughter Julie Anne Peters of Flat 14B, Newhaven Road, Liverpool to be the Executors and Trustees hereof jointly with the said Colin Gowdy, Solicitor

(c) THE executors and Trustees hereof hereby appointed and they or the survivor of them or others the Trustees for the time being hereof are hereinafter called "my Trustees"

4. I DIRECT that following my death my Trustees (without responsibility as to timing or otherwise but acting on brokers advice) shall sell those investments retained or held by me at my death listed and set out in a separate schedule placed with my papers or held by my Solicitors and shall divide the net sale proceeds thereof by way of legacy free of tax between such of the following as shall be living or in existence at my death:-

(1) John Patrick Smith of 110, Maryville Crescent, Gloucester.

(2) The Intensive Care Unit of The City Hospital, Newcastle-Upon-Tyne.

(6) The Royal Society for the Prevention of Cruelty to Animals.

AND I DECLARE that in respect of the bequest to RSPCA the receipt of the Treasurer for the time being thereof shall be a good discharge to my Trustees for payment \_\_\_\_\_

5. I DEVISE AND BEQUEATH all the remainder of my property real and personal whatsoever and wheresoever after payment of my funeral and testamentary expenses and debts to my wife the said MARY PETERS absolutely provided she survives me by one calendar month \_\_\_\_\_

6. IF my said wife does not so survive me then in substitution for Clause 5 hereof the following provisions of Clauses 7 and 8 hereof shall take effect (but not otherwise) \_\_\_\_\_

7. I DEVISE AND BEQUEATH all the remainder of my said property real and personal whatsoever and wheresoever after payment of my funeral and testamentary expenses and debts and of any tax or duty payable on or by reason of my death to my said son Matthew William Peters and my said daughter Julie Anne Peters in equal shares or to the survivor of them absolutely PROVIDED THAT if either of them shall predecease me or leave a child or children living at my death then such child or children (being a grandchild or grandchildren of mine) shall take by substitution and if more than one in equal shares the share-of my state which his her or their parent would have taken \_\_\_\_\_

8. ANY Executor or Trustee hereof being a Solicitor or other person engaged in any profession or business may be so employed or act and shall be entitled to charge and be paid all professional or other charges for any business or act done by him or his firm in connection with the trusts hereof including acts which an Executor or Trustee could have done personally \_\_\_\_\_

In WITNESS whereof I have hereunto set my hand to this my Will this twentyfifth day of June One thousand nine hundred and ninety five

SIGNED by the said William John Peters as and for his last Will in the presence of us both present at the same time who at his request in the presence of each other have hereunto subscribed our names as Witnesses:-

### 5.3. The language of finance

The language of finance shares many features with the language of law and administration, even terms. However, it is important to get in touch with economic issues and to be familiar with financial topics, both in Spanish and in English, since the vocabulary is very much specialized. A good example of the complexity of the language of economics is the use of INCOTERMS.

*Incoterms rules are standard trade definitions most commonly used in international sales contracts. Devised and published by the International Chamber of Commerce, they are at the heart of world trade. Among the best known Incoterms rules are EXW (Ex works), FOB (Free on Board), CIF (Cost, Insurance and Freight), DDU (Delivered Duty Unpaid), and CPT (Carriage Paid To). ICC introduced the first version of Incoterms rules - short for "International Commercial Terms" - in 1936. Since then, ICC expert lawyers and trade practitioners have updated them six times to keep pace with the development of international trade. The English text is the original and official version of Incoterms 2000, which have been endorsed by the United Nations Commission on International Trade Law (UNCITRAL). Authorized translations into 31 languages are available from ICC national committees- [www.iccwbo.org/incoterms/id3041](http://www.iccwbo.org/incoterms/id3041)*

*Correct use of Incoterms rules goes a long way to providing the legal certainty upon which mutual confidence between business partners must be based. To be sure of using them correctly, trade practitioners need to consult the full ICC texts, and to beware of the many unauthorized summaries and approximate versions that abound on the web [information summarized from: [www.iccwbo.org/incoterms](http://www.iccwbo.org/incoterms)]*

A very characteristic type of economic documents, for example, is the DOCUMENTARY CREDIT. Documentary Credits (letter of credit) and Standby Documentary Credits mean any arrangement, however named or described, whereby a bank (the issuing bank) acting at

the request and on the instructions of a customer (the applicant) or on its own behalf, is to make payment to, or to the order of a third party (the beneficiary) or authorizes another bank to effect such payment against stipulated documents, provided that the terms and conditions of the Documentary Credit are complied with. In Documentary Credit activities, all parties deal with documents and not with the goods or services to which they relate.

Documentary Credits can in practice be of two main types: **Revocable** and **Irrevocable**. A Revocable Credit can be cancelled or amended at any time without prior notification to the beneficiary. An Irrevocable Credit cannot either be amended or cancelled without the prior consent of the issuing bank, the beneficiary and the confirming bank, if any. A confirming bank is a bank, usually in the beneficiary's country which adds its undertaking to pay in addition to that given by the issuing bank.

The terms of a Documentary Credit always include an amount, an expiry date, the parties involved, the documents required and brief details of the underlying transaction. As appropriate, it will also include details of INCOTERMS, insurance and transport. Typical documents required are Bill of Lading, Packing List and Certificate of Origin. A Documentary Credit Application by the applicant initiates the Documentary Credit that, in turn, triggers shipment.

Some of the legal/administrative documents that were discussed in the previous section are typically financial, such as mortgages and insurance policies.

Since this type of translation is better understood through practice and reading of parallel texts, this section finishes with a small glossary that attempts to give you an idea of the different topics and areas that can be involved in financial texts and how legal/administrative and financial texts possess many related areas.

INGLÉS	ESPAÑOL
Abscond	Sustraerse a la atención de la justicia
Accionista	Stockholder
Accountancy	Contabilidad
Act	Ley [del Congreso o del Parlamento, ley positiva] ( <i>V. statute</i> )
Adjudication	Proceso judicial administrativo o enjuiciamiento
Administrative Agency	Agencia administrativa
Administrative Law	Derecho Administrativo
Alternative Dispute Resolution Act	Ley federal de Solución Alternativa a las diferencias
Ánimo de lucro	View of profit
Arbitration	Arbitraje
Arbitration award	Laudo arbitral
Arbitration tribunal/board, panel of arbitrators	Tribunal arbitral
Article	Sección (de una ley)
Articles	Títulos
Assets	Activo

Assignment	nombramiento
B2B	de empresa a empresa (B2B)
B2C	de empresa a consumidor (B2C)
Bailout	Saneamiento
balance of trade	balanza comercial
Balance sheet	Balance general
Bankruptcy law	Derecho concursal
Bar	abogacía
Better Business Bureau (B.B.B.)	Oficina para la mejora de las relaciones comerciales y la defensa de los intereses del consumidor
Bilateral negotiation	Negociación bilateral
Bill	Proyecto de ley
bill of lading	conocimiento de embarque.
Body	órgano
Bona fide error	Error involuntario
Bond	Bono
Borrower	Prestatario
Branches of Government	Poderes del Estado
Breach of official duty	Prevaricación
Brief	escrito, resumen
Broker/ jobber	Agente de valores
budget	presupuesto
calls	opciones de compra
Case	proceso
Case law	derecho jurisprudencial
CEO (Chief Executive Officer)	Presidente Ejecutivo
charter party	póliza de fletamento
charterer	fletador
Checking account	Cuenta corriente
Civil action	demanda
Clearing House	Cámara de compensación
Closing arguments	Alegatos finales
commodities	productos básicos
Common Law	Derecho consuetudinario, derecho jurisprudencial, derecho común
competitive position	posición competitiva
conciliation	conciliación
Conduct sneak-and-peek searches	Llevar a cabo registros por sorpresa
confirming bank	Banco notificador o confirmador/confirmante
Conglomerate	Conjunto de sociedades
contract of carriage	Contrato de transporte
Contractual dispute	Diferencia contractual
Corporation	Sociedad anónima
cost, insurance and freight	CIF. Coste, seguro y flete
Counterfeiting	Falsificación
Damages	Daños y perjuicios
Dealer	Sociedad de valores
Debenture	Obligación
Decision	Resolución
Demanda administrativa	Administrative complaint
demurrage	sobrestadía o demora
Deny or abridge	Negar o limitar
Disagreement, dispute, discrepancy	Desacuerdo, discrepancia, diferencia
documents of title	documentos de título
Electric Fund Transfer (EFT)	Transferencia de dinero por medios electrónicos
electronic marketplaces, e-marketplaces	mercados electrónicos
Empresario individual	Sole trader
en banc	en pleno
Enactment	Promulgación de una ley
Enforcement	Aplicación de la ley

Equity	Equidad
export	esportar
finding	fallo
Fixed asset	Activo inmovilizado
FOB, free on board	FOB. Franco a bordo
Foreclosure	Ejecución de la hipoteca
Forward	a plazo/diferido.
Freedom of speech	Libertad de expresión
Freight	flete
futures markets	mercados de futuros
General partner	Socio general
Gerente	Managing partner
Go bust	Ir a la quiebra/ quebrar
hearing	vista
hedging	estrategia de cobertura financiera
hold	suspender
holding	<i>ratio decidendi</i>
Holding company	Sociedad instrumental
House of Representatives	Cámara de Representantes
Import	Importar
Impugn	Cuestionar
incoterms	incoterms
Inheritors	Herederos
injunction	auto de medidas cautelares
Innocence	Inocencia
interlocutory order	Auto
international trade	comercio internacional
issuing bank	banco emisor
Joint custody	Custodia compartida
Joint venture	Sociedad conjunta
Legislature	Asamblea legislativa
Legislature	Poder legislativo, asamblea legislativa
Lender	Prestamista
letter of credit, documentary credit	crédito documentario
Liability	Responsabilidad
Lien	Embargo preventivo
Limited partner	Socio capitalista
Limited partnership	Sociedad comanditaria simple por acciones
Litigation	Litigación
load	carga
lump sum charter	contrato por tanto global
manufactured products	productos manufacturados
merits of the case	el fondo del caso
Mortgage	Hipoteca
Mortgagee	Acreedor hipotecario
Mortgagor	Deudor hipotecario
notifying bank	banco avisador
On a presentment	Acusación formal
on the spot	al contado.
online auctions	subastas en línea
Onus brobandi (burden of proof)	Carga de la prueba
Opinion	Dictamen
order	auto, providencia
Overdraft	Descubierto
Parties to a lawsuit	Partes de un pleito
Partner	Socio
Partnership	Sociedad colectiva
Partnership agreement	Contrato de sociedad
Plaintiff	Demandante

Probate	Testamentaría
probate court	tribunal de testamentaria
proforma invoice	facturas proforma
Promissory note( I.O.U)	Pagaré
Property settlement	División de bienes
Public law	Derecho público
Public Records Department	Registro Civil
purchase order	orden de compra
Real state	Bienes raíces/ bien inmueble
remedy	indemnización por daños y perjuicios
Repugnant to	Contrario a
Revamp	Reestructurar
Right to trial by jury	Derecho a juicio con jurado
Section	Artículo (de una ley)
Security	Valor/ título
sentence	pena
Serve proceedings	Presentar una demanda
Settlement conference	Reunión para realizar pactos
Share/ stock	Acción
shipment	remesa o expedición, envío.
shopping on line, e-commerce	comercio electrónico
sit	juzgar
Skimming	Delito de lectura veloz de tarjetas de crédito
Skirt the limits	Bordear los límites (extralimitarse)
Sovereignty	Soberanía
Speaker	Presidente de la Cámara de Representantes
Special master	Juez de procedimiento
Statute	Ley del Congreso o del Parlamento
Stock Exchange	Bolsa
stock, inventory	existencias
Subsidies	subvenciones
suit	demanda
Summary jury trial	Juicio abreviado con jurado
Sunset clause	Cláusula de caducidad o limitación temporal
Takeover bid	OPA
Testify	Declarar
time charter	fletamento por tiempo
To settle	Resolver
Tort	Ilícito civil extracontractual
trade deficit	déficit en la balanza de pagos.
trade in "actuals"	comercio en mercados actuales
trade surplus	superávit en la balanza de pagos.
Treasury Bill	Letra del Tesoro
trial court	tribunal de primera instancia
Trust	Fideicomiso
Umpire	Compromisario o tercer árbitro
Uniform Act	Ley Estatal Uniforme
Uniform Arbitration Act	Ley Uniforme del Arbitraje
Unreasonable searches and seizures	Registros o incautaciones injustificadas
Violation of, to be in	Contravenir
voyage charter	contrato por viaje,
warehouses	almacenes
Will	Testamento
WIPO Arbitration and Mediation Center	Centro de Mediación y Arbitraje de la OMPI (Organización Mundial de la Propiedad Intelectual)
writ	orden judicial
Writ of certiorari	Auto de avocación

TASK 5.3. Read the following four articles on financial language and comment your conclusions on financial language in the virtual forum after reading them:

[www.translationdirectory.com/article38.htm](http://www.translationdirectory.com/article38.htm); [www.translationdirectory.com/article247.htm](http://www.translationdirectory.com/article247.htm)

[www.translationdirectory.com/article1115.htm](http://www.translationdirectory.com/article1115.htm);

<http://accurapid.com/journal/21clusters.htm>



## References

- Alcaraz, E. (2001). *El inglés jurídico*. Barcelona: Ariel.
- Alcaraz, E.; Campos, M.; Miguélez, C. (2001), *El inglés jurídico norteamericano*. Barcelona: Ariel.
- Alcaraz, E.; Hughes, B. (1999). *Diccionario de términos jurídicos: inglés-español, Spanish-English*. Barcelona: Ariel.
- Alcaraz, E.; Hughes, B. (2002). *El español jurídico*. Barcelona: Ariel
- Baker, Mona (1992): *In Other Words: A Coursebook on Translation*, London/ New York: Routledge.
- Bassnett-McGuire, Susan (1980): *Translation Studies*, London: Methuen.
- Duff, A. (1989). *Translation*. Oxford: Oxford University Press.
- Gamero, S. (2001). *La traducción de textos técnicos: descripción y análisis de textos. (alemán-español)*. Barcelona: Ariel.
- Hurtado, A. (1999). *Enseñar a traducir. Metodología en la formación de traductores e intérpretes. Teoría y fichas prácticas*. Madrid: Edelsa.
- Montalt, V. (2005). *Manual de traducció científicotècnica*. Eumo, Universitat Autònoma de Barcelona, Universitat Jaume I, Universitat Pompeu Fabra, Universitat de Vic.