

EXERCISE: TG 8

Module:	Transfer Skills
Type of Exercise:	Translation
Topic:	Legal documents
Learning Outcome(s):	On completion of this exercise, trainees will be able to: <ul style="list-style-type: none">• build up a better understanding of legal concepts by paraphrasing terminology and phraseology of legal texts prior to actual translation.
Language (Combination):	English
Equipment:	Dictionary, PC and Internet connection
Time:	30 minutes
Suitable for:	Intermediate
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EXERCISE

After doing research on the terminology and phraseology of the following excerpts, paraphrase each excerpt, focusing on the underlined phrases, and then translate them into the target language.

1. Seller [...] shall hold Purchaser harmless from any damages occasioned by Seller's breach or default. (suggestion: *hold harmless* "in a contract, a promise by one party not to hold the other party responsible if the other party carries out the contract in a way that causes damage to the first party", IATE, <http://iate.europa.eu/iatediff/SearchByQuery.do>)
2. D.S. failed to appear at the prove-up hearing on the date mentioned. (suggestion: *a prove-up hearing* is a short hearing before a judge when the case is uncontested, such as when it has been settled by agreement or default. In a default case, the other party doesn't appear to contest the matter. <http://www.proseanswer.com/sample/search.php?search=judgment&page=10#view>)
3. In addition, the annex contains no language [...] directly addressing price adjustments or price escalations. (suggestion: *price escalation clause*: a contract provision that permits the seller to raise prices in response to increased costs <http://www.bnet.com/topics/price+escalation+clause>)
4. The record does not reflect that the parties had a contemporaneous meeting of the minds. (suggestion: *Meeting of the minds* (also referred to as *mutual agreement*, *mutual assent* or *consensus ad idem*) is a phrase in contract law used to describe the intentions of the parties forming the contract. In particular it refers to the situation where there is a common understanding in the formation of the contract. en.wikipedia.org/wiki/Meeting_of_the_minds)
5. Nor is it appropriate to resolve that alleged ambiguity by giving plaintiff a contractual benefit that it apparently did not expect, nor count upon. (suggestion: Sometimes the words of a statute have a plain and straightforward meaning. But in many cases, there

is some ambiguity or vagueness in the words of the statute that must be resolved by the judge. To find the meanings of statutes, judges use various tools and methods of statutory interpretation. http://en.wikipedia.org/wiki/Statutory_interpretation)

6. Any monies due Purchaser from Seller can be set off from any monies due Seller from Purchaser whether or not under this contract. (suggestion: sums of money owed)