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## Dahl's Legal Dictionary

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## BOOK NOTE

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### **Dahl's Law Dictionary/Diccionario Jurídico Dahl. Spanish—English/English—Spanish**

by Henry Saint Dahl. William Hein & Co., Inc., 2nd ed. 1996, pp. xx, 801 (including appendices), US \$75.00.

### **Dahl's Law Dictionary/Dictionnaire Juridique Dahl. French—English/English—French**

by Henry Saint Dahl. William Hein & Co, Inc. and Dalloz, 1995, pp. xxiii, 851, US \$75.00.

When considering that the outcome of litigation, or any legal transaction, depends so heavily on how words are defined, the inescapable conclusion is that dictionaries are underrepresented in legal writing. Bilingual dictionaries are even more rare. Dahl's dictionaries are the rarest of all.

These are the first, and so far the only, bilingual legal dictionaries with encyclopedic definitions. They are also the only authoritative bilingual legal dictionaries available. Words or phrases are defined by offering a translation of what the respective codes, statutes, legal writing, international treaties, or cases say about such word or phrase. For instance, the Spanish expression *informe pericial* (expert report, expert evidence) is defined in three substantial paragraphs by transcribing, in English, article 478 of the Spanish Code of Criminal Procedure and articles 456 and 459 of the Spanish Code of Civil Procedure (pp. 225-26). The French

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word *grossesse* (pregnancy) is defined in two paragraphs that transcribe, in English, article 122-25 of the French Labor Code (p. 214).

Except for Dahl's work, all bilingual legal dictionaries are based on synonyms. Such approach is only relatively helpful. Experienced readers already know such synonyms, while those who are not do not know which to choose from the list of synonyms offered. Dahl's dictionaries are a breath of fresh air in the rarified environment of bilingual legal dictionaries. Dahl's dictionaries are à la *Black*, with substantial definitions ending with a precise indication of the source. Since they rely heavily on the law itself, Dahl's dictionaries are authoritative.

Well over half the space is dedicated to definitions of an encyclopedic cut. The reader looking for the definition of the Spanish word *matrimonio* (p. 269) will find that it means "marriage, alliance, matrimony, nuptials, wedlock." That is as far as all other bilingual dictionaries will explain. Dahl's dictionary goes beyond, transcribing the definition given by article 86 of the Louisiana Civil Code, an explanatory note to such article, and section 129 of the Spanish Civil Code. The word *matrimonio* has twelve more entries, all with one or more substantial paragraphs transcribing the text of statutory law. Among these entries are *Matrimonio, Argentina* (p. 269), *Matrimonio, Chile* (p. 270), and *Matrimonio, Venezuela* (p. 271), explaining regional particularities.

The Spanish reader also gets in-depth exposure to American law. For instance, on pages 612-13 there are Spanish definitions of Injurious falsehood, Insolvent, Installment contract, and Instructions to jury, respectively explained through Section 623A of the Restatement (Second) of Torts, sections 1-201(23) and 2-612 of the U.C.C., and Section 51 of the Federal Rules of Civil Procedure.

In the Spanish dictionary the American reader finds definitions extracted from the Spanish Civil Code, the Spanish Commercial Code, the Spanish Codes of Civil and Criminal Procedure, the Louisiana Civil Code, the Latin American Standard Penal Code, Puerto Rican legislation, and Puerto Rican Supreme Court decisions. In the French dictionary the foreign sources are all the basic French codes (*e.g.*, civil, commercial, criminal, civil procedure, criminal procedure, labor, and aviation). Both dictionaries include some other sources, such as international treaties and INCOTERMS, as well as legal writing.

As a novelty, the Spanish dictionary ends with a Table of Key Words (pp. 767-801), in which entries are found thematically. Some of the headings, for example, are Administrative law, Business law, and Conflict of laws. This table, arranged by subject matter, allows readers to review the materials within their area of interest, even if they do not know the exact foreign word under which to search.

It is interesting to see how American law is presented to the foreign reader. American sources offered, respectively, in Spanish and in French are the Restatements (of Conflicts, Contracts, Judgments, and Torts), the U.C.C., the Federal Rules of Civil and Criminal Procedure, Puerto Rican laws and decisions from the Puerto Rican Supreme Court, legal writing, and international treaties.

Take a clear example, like the word contract. An American reader looking up the Spanish *contrato* (p. 81) starts by finding the usual list of synonyms (contract, agreement, covenant). Then the definition unfolds, offering three full paragraphs taken from the Spanish Civil Code. Nine pages follow, defining expressions that range from *contrato accesorio* to *contratos, transmisión de créditos y demás derechos*. In the French dictionary the entry *contrat* receives a similar treatment, except, of course, the definitions are taken from the French Civil Code.

Using the same example to look at how American law is explained, we find the following picture. In the Spanish dictionary most definitions were translated from the Restatement (Second) of Contracts, like contract (section 1), contract against public policy (section 178(1) and (3)), contract not to sue (section 285(1)(2)), contract under seal (section 97 and accompanying note), contractual interpretation (section 202), and contractual remedies (section 345). Also found here is the definition of contractual choice of law consisting of the translation of section 187 of the Restatement (Second) of Conflict of Laws. The French dictionary includes all these entries and adds a few more taken from modern legal writing.

The typical practice for an American attorney is to look at the English translation of foreign words and expressions, but sometimes the reverse can be done. For instance, to explain the meaning of contribution among tortfeasors to a foreign attorney, one could rely on the full translation of Section 886A of the Restatement (Second) of Torts, presenting it in Spanish (*responsabilidad entre co-autores de un cuasidelito*, pp. 538-39) or in French (*reponsabilité entre coauterurs d'un dommage*, p. 570). This is the type of help dearly needed when corresponding with foreign colleagues.

The encyclopedic definitions of Dahl's dictionaries are sprinkled with shorter definitions, consisting purely of synonyms. This mix of long and short definitions makes the books very agile and practical. Admittedly, a word like the French *tableau* is adequately defined by explaining that it means "schedule, chart, diagram, graph." By the same token, it seems that a Spanish reader should be satisfied with learning that stop and frisk means *detención y cacheo*.

The two dictionaries are quite similar in style, scope, and length. The Spanish dictionary pays more attention to regional differences, however. Although citations to Spanish law are overwhelmingly more numerous, the following legal systems are specifically cited, by order of frequency: Mexico, Chile, Argentina, Costa Rica, Venezuela, Panama, Peru, Honduras, Guatemala, Colombia, Brazil, and Portugal. The French dictionary lacks this regional approach, except for some brief references to African law. A second edition will hopefully include definitions from jurisdictions other than France.

On the other hand, the encyclopedic definitions in English refer exclusively to American law. Again, it is desirable that future editions utilize concepts extracted from other English-speaking jurisdictions.

The Spanish dictionary's second edition is much better than the first, published four years earlier. The main improvements are more material (over 250 additional pages) and more varied sources. It will be interesting to see if future editions, Spanish or French, can maintain a similar degree of improvement.

Dahl's work is remarkable. In the first place, his work revolutionizes the field of bilingual legal dictionaries, elevating it from mere synonyms to encyclopedic and authoritative definitions. Secondly, it is probably unprecedented for an American jurist to be a polyglot. In this sense, Dahl has also written *West's Law and Commercial Dictionary in Five Languages: Definitions of the Legal and Commercial Terms and Phrases of American, English and Civil Law Jurisdictions*, English to Italian, French, German, and Spanish.<sup>1</sup> Dahl has many law degrees, including one from a Russian university, and has published a book on Soviet law in Spanish.

Judging from his credentials, Dahl is at home whether in a law school or in a law firm. His bilingual dictionaries, not surprisingly, reflect the same wingspan. They are a blend of academic and practical knowledge. In fact, these dictionaries are tools that can be used in court, for example, to prove a point of foreign law, or in a university, to teach a foreign legal system. Dahl's bilingual dictionaries can be used by any person, lawyer or not, concerned about the foreign legal systems they touch upon.

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1. HENRY SAINT DAHL, *WEST'S LAW AND COMMERCIAL DICTIONARY IN FIVE LANGUAGES: DEFINITIONS OF THE LEGAL AND COMMERCIAL TERMS AND PHRASES OF AMERICAN ENGLISH AND CIVIL LAW JURISDICTIONS* (1985).