

تعداد سؤالات: نسی -- تکمیلی -- تشریحی ۶
 زمان امتحان: نسی و تکمیلی -- دقیقه تشریحی ۹۰ دقیقه
 تعداد کل صفحات: ۱

نام درس: متون حقوقی به زبان خارجه
 رشته تحصیلی: گرایش: حقوق خصوصی
 کد درس: ۱۲۲۳۱۵۰

دانشجویان عزیز سلام،

الف. معادل انگلیسی اصطلاحات زیر مورد نظر است (۴نمره)

۱. اهلیت قراردادی ۵. اجرای عین قرارداد:

۲. تعهدات قانونی: ۶. رابطه سببیت:

۳. قرارداد (عقد) جایز: ۷. اعاده به وضع سابق:

۴. فسخ قرارداد: ۸. قدرت چانه زنی:

ب. معادل فارسی اصطلاحات زیر مورد نظر است (۴ نمره)

1.Undue influence:

5. A conditional offer:

2. Frustration:

6.Misrepresentation:

3. Vicarious liability:

7. Discharge by breach:

4.Defamation:

8.Tenant:

ج. پاراگراف های زیر را به فارسی روان برگردانید (۱۲ نمره)

1. An invitation to treat is a proposition indicating a willingness to consider offers made by others or to enter into negotiations. It is important to distinguish between offers and invitations to treat, as while an offer is binding once accepted, an invitation to treat is not.

2. Where a statement made during contractual negotiations does not become a term of the contract, it remains a pre-contractual representation. If that statement was untrue, it is misrepresentation, and the misrepresentee may have a remedy against the misrepresenter.

3. Most contracts are discharged by each party performing his obligations. The general rule is that each party must perform his obligations exactly and entirely, otherwise they will be in breach and will forfeit Any rights under the contract.

4. The aim of damages (financial compensation) is to put the injured party, as far as possible, in their anticipated post-contractual position. put another way, damages are intended to compensate the injured party for any loss suffered as a result of the breach of contract.

5. Negligence is the failure to take reasonable care where a duty to do so exists, and where that failure causes recoverable loss or damage to the person to whom the duty is owed. Therefore / negligence is more precise than simple carelessness, and is only actionable upon proof of damage.

6. The burden of proving breach lies on the claimant. This is the civil burden of showing that, on the balance of probabilities, the defendant was in breach of duty.