

### 初赛选手基本信息表

姓名		专业	
性别		年龄	
学历	【请加下划线选择】(1) 本科; (2) 硕士; (3) 博士; (4) 其他		
学校		学号	
身份证号		手机	
固定电话		邮箱	

# 首届“华政杯”全国法律英语翻译大赛

## 初赛试题

请将以下四篇翻译成中文

第一篇:

### STANDARDS OF CONDUCT FOR DIRECTORS

(a) Each member of the board of directors, when discharging the duties of a director, shall act: (1) in good faith, and (2) in a manner the director reasonably believes to be in the best interests of the corporation.

(b) The members of the board of directors or a committee of the board, when becoming informed in connection with their decision-making function or devoting attention to their oversight function, shall discharge their duties with the care that a person in a like position would reasonably believe appropriate under similar circumstances.

(c) In discharging board or committee duties a director, who does not have knowledge that makes reliance unwarranted, is entitled to rely on the performance by any of the persons specified in subsection (e)(1) or subsection (e)(3) to whom the board may have delegated, formally or informally by course of conduct, the authority or duty to perform one or more of the board's functions that are delegable under applicable law.

(d) In discharging board or committee duties a director, who does not have knowledge that makes reliance unwarranted, is entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, prepared or presented by any of the persons specified in subsection (e).

第二篇:

### Implied terms about title

(1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.

(2) In a contract of sale, other than one to which subsection (3) below applies, there is also an implied term that—

(a) the goods are free, and will remain free until the time when the property is to

pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made, and

(b) the buyer will enjoy quiet possession of the goods except so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.

(3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.

(4) In a contract to which subsection (3) above applies there is an implied term that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made.

(5) In a contract to which subsection (3) above applies there is also an implied term that none of the following will disturb the buyer's quiet possession of the goods, namely—

(a) the seller;

(b) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person;

(c) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.

### 第三篇:

The United States, after threatening unilateral action under the much criticized Section 301 of the Trade Act of 1974, brought the matter to the WTO. The facts presented by the United States Trade Representative were sharply contested. But even if these facts had been conceded, the United States would have faced a serious problem: neither trade law nor antitrust law provided a forum or context for examination of the whole problem. The alleged private restraints were subject to the jurisdiction of the Japan Fair Trade Commission (JFTC), but the JFTC, not unpredictably, found no antitrust violation. Japan's trade-restraining statutes, alone, were the basis for the US case at the WTO, but they were only a piece of the picture. A dispute resolution panel concluded that Japan's laws did not run afoul of the GATT rules. Whether the laws seriously harmed trade and competition was not relevant. The GATT's prohibitions against trade-restraining laws are narrow. They do not prohibit measures simply because they unreasonably restrain trade. The US challenge failed

because (i) the trade-restraining laws of the Japanese government were not new restraints of which the United States had no notice at the time Japan agreed to reduce its trade protection (i.e. the existence and enforcement of the laws did not defeat United States' reasonable expectations) and (ii) the measures did not discriminate against foreigners; they were neutral on their face.

#### 第四篇：

In order to conceptualize this world, I introduce literature on legal pluralism, and I suggest that, following its insights, we need to realize that normative conflict among multiple, overlapping legal systems is unavoidable and might even sometimes be desirable, both as a source of alternative ideas and as a site for discourse among multiple community affiliations. Thus, instead of trying to stifle conflict either through an imposition of sovereigntist, territorially-based prerogative or through universalist harmonization schemes, communities might sometimes seek (and increasingly are creating) a wide variety of procedural mechanisms, institutions, and practices for managing, without eliminating, hybridity. Such mechanisms, institutions, and practices can help mediate conflicts by recognizing that multiple communities may legitimately wish to assert their norms over a given act or actor, by seeking ways of reconciling competing norms, and by deferring to other approaches if possible. Moreover, when deference is impossible (because some instances of legal pluralism are repressive, violent, and/or profoundly illiberal), procedures for managing hybridity can at least require an explanation of why a decision maker cannot defer. In sum, pluralism offers not only a more comprehensive descriptive account of the world we live in, but also suggests a potentially useful alternative approach to the design of procedural mechanisms, institutions, and practices.

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## 初赛答题纸

【请在初赛答题纸写出英文试题的中文翻译即可，无需附上英文试题】

第一篇译文

第二篇译文

第三篇译文

第四篇译文