

กลุ่ม อ. ดร.จุมพิตา เรืองวิชาวร

การสอบความรู้ชั้นปริญญาตรี

คณะนิติศาสตร์ มหาวิทยาลัยธรรมศาสตร์

SEC 01/02

ประจำภาค 2 ปีการศึกษา 2545

วิชาเลือก

วันอังคารที่ 25 กุมภาพันธ์ พ.ศ. 2546

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ลักษณะวิชา น. 265 เสริมทักษะการใช้ศัพท์กฎหมายภาษาอังกฤษ

I. ให้อ่านแปล Legal Terms ต่อไปนี้ เป็นภาษาไทย (20 คะแนน)

คำถาม

คำตอบ

- 1. Tort
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- 2. Prosecute
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- 3. Proceedings
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- 4. Jurisdiction
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- 5. Legislation
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- 6. Equity
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- 7. Recitals
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- 8. Damages
-
- 9. Bill
-
- 10. Minor
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- 11. Obligation
- 12. Interpret
- 13. Bribery
- 14. Magistrate Court
- 15. Applicable law
- 16. Consent
- 17. Solicitor
- 18. Canon law
- 19. Competence
- 20. Concession Agreement
- 21. Attorney
- 22. Competition law
- 23. Impartiality
- 24. Consideration
- 25. Beneficiary

26. Affidavit
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27. Conviction
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28. Decree
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29. Bilateral
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30. Counsel
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31. Declaration
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32. Deed
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33. Inheritance
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34. Assignment
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35. Adultery
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36. Disclaimer
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37. Discretion
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38. Alibi
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39. Discrimination
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40. Summons
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II. จงให้คำแปล Legal Terms ต่อไปนี้เป็นภาษาอังกฤษ (10 คะแนน)

<u>คำถาม</u>	<u>คำตอบ</u>
1. การกระทำความคิดอาญาฐานอุกฉกรรจ์
2. โจทก์ – จำเลย
3. ตัวการ – ตัวแทน
4. เงื่อนไขบังคับก่อน
5. ศาลที่มีเขตอำนาจในการรับฟ้องคดี
6. การลงโทษประหารชีวิต
7. การลงโทษจำคุก
8. การชำระหนี้โดยเฉพาะเจาะจง
9. ความเสียหาย
10. อาชีพทางกฎหมาย

III. จงแปลเป็นภาษาไทย (3 ข้อ ๆ ละ 10 คะแนน รวม 30 คะแนน)

1. *Force Majeure*

A *force majeure* clause is designed to apply where contractual performance has become impossible because of circumstances unforeseen by the parties and outside their control. In a sale of goods contract, it will normally seek to excuse the seller for failure to deliver the goods on time (or even at all) in these circumstances. Usually, a clause like this provides that the seller will not be in breach of the contract for failing to deliver the goods whilst the relevant circumstances continue in operation.

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2. Preliminary

Section 1. This law shall be called the Civil and Commercial Code.

Section 2. It shall come into force on the 1st day of January B.E. 2468.

Section 3. On and from the day of operation of this Code, all other laws, bye-laws and regulations in so far as they deal with matters governed by this Code or are inconsistent with its provisions shall be repealed.

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3. 'Civil law' is a phrase used in several meanings. It may mean the law that is not criminal law. It may also mean the law of a State as opposed to other sorts of law like international law, or it may mean Roman law. A 'civilian' is a person learned in Roman law.

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- หมายเหตุ**
- 1 สอบเวลา 09.00 – 12.00 น.
 - 2 ห้ามเขียนชื่อที่สมุดคำตอบ
 - 3 ผู้ที่ทุจริตในการสอบจะถูกลงโทษทางวินัยนักศึกษาสถานหนัก

Sec 01/01

กลุ่ม อ.เนติพงษ์

อ.พิจารณ์

อ.สุภศักดิ์

การสอบความรู้ชั้นปริญญาตรี

คณะนิติศาสตร์ มหาวิทยาลัยธรรมศาสตร์

ประจำภาค 2 ปีการศึกษา 2545

วิชาเลือก ภาคปกติ

วันอังคารที่ 25 กุมภาพันธ์ พ.ศ. 2546

ข้อ 1-2 สีฟ้า

ข้อ 3 สีส้ม

ข้อ 4 สีเหลือง

ลักษณะวิชา น.265 เสริมทักษะการใช้ศัพท์กฎหมายอังกฤษ**ข้อ 1 จงแปลข้อความต่อไปนี้เป็นภาษากฎหมายไทยที่สมบูรณ์**

In the nineteenth century freedom of contract was regarded by many philosophers, economists and judges as an end in itself. The parties were supposed to be the best judges of their own interests, and if they freely and voluntarily entered into a contract, the only function of the law was to enforce it. It was immaterial that one party was economically in a stronger bargaining position than the other. If he introduced qualifications and exceptions to his liability, e.g., in what are known today as exemption clauses, and the other party accepted them, then full effect would be given to what the parties agreed.

ข้อ 2 จงแปลข้อความต่อไปนี้เป็นภาษากฎหมายไทยที่สมบูรณ์

We dealt with certain phases of this problem recently in *Escobedo v. Illinois*, 378 U.S. 478 (1964). There, as in the four cases before us, law enforcement officials took the defendant into custody and interrogated him in a police station for the purpose of obtaining a confession. The police did not effectively advise him of his right to remain silent or of his right to consult with his attorney. Rather, they confronted him with an alleged accomplice who accused him of having perpetrated a murder. When the defendant denied the accusation and said "I didn't shoot Manuel, you did it," they handcuffed him and took him to an interrogation room. There, while handcuffed and standing, he was questioned for four hours until he confessed. During this interrogation, the police denied his request to speak to his attorney, and they prevented his retained attorney, who had come to the police station, from consulting with him. At his trial, the State, over his objection, introduced the confession against him. We held that the statements thus made were constitutionally inadmissible.

/มีต่อหน้า 2

ข้อ 3 ฉบับแปล Distributorship Agreement ให้เป็นภาษาไทยอย่างสมบูรณ์

DISTRIBUTORSHIP AGREEMENT

This Agreement is made on the 14th days of February 2003 in Bangkok by and between

Mobile Link Company Limited, whose office is located No. 123 South Sathorn Road, Tungmahamek Subdistrict, Sathorn District, Bangkok 10120, hereinafter referred to as "Company" of one part; and

Mobile Supply Company Limited, whose office is located at No. 456 Silom Road, Silom Subdistrict, Bangrak District, Bangkok 10500, hereinafter referred to as "Distributor" of the other part.

NOW THEREFORE, it is agreed by both parties that

1. The Company hereby appoints the Distributor as a non-exclusive distributor of "Mobile Link" mobile phones of the Company ("Products") in the territory of Thailand, and the Distributor accepts to be a non-exclusive distributor upon the terms and conditions of the Agreement.
2. The Distributor shall send a purchase order to the Company and the Company shall deliver the Products to the Distributor within 3 days from the date of acceptance of the purchase order.
3. The Distributor shall pay the price of the Products to the Company by cash in full in the amount and within 15 days from the date of invoice of the Company. Should the Distributor fail to pay the price of the Products within the payment date, the Distributor agrees to pay an interest at the rate of 15% per annum on the outstanding amount to the Company.
4. This Agreement shall be effective for 5 years from the date hereof and shall be automatically renewed for every 1 year unless being terminated by a written notice to the other party 6 months prior to the expiration of this Agreement or the subsequent agreement.
5. This Agreement shall be terminated when the following events occur:
 - a) any party commits a breach of any terms and conditions of this Agreement in material and fails to cure such breach within 30 days from the date of receipt of notice to remedy such breach.
 - b) any party becomes bankrupt or insolvent under the law.
6. This Agreement shall be governed and interpreted by the law of Thailand.

IN WITNESS WHEREOF, both parties, having read and understood the contents of this Agreement, sign the Agreement in presence of witnesses as of the date and place above written.

Mobile Link Company Limited

Mobile Supply Company Limited

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Authorized Director

Authorized Director

Witnesses

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ข้อ 4 Undertakings

- a. Ranking of Obligations: The Borrower will ensure that its payment obligations under this Agreement will constitute its direct, unconditional, unsecured, unsubordinated and general obligations and will at all times rank at least *pari passu* with all its other present and future outstanding unsecured indebtedness.
- b. Negative Pledge: The Borrower will not, and will ensure that none of its Subsidiaries will, without the prior consent in writing of the Agent with the agreement of the Majority Lenders (such consent not to be unreasonably withheld), create, procure or permit to subsist any security on or over the whole or any part of its present or future assets and/or revenue of any kind except for the subsistence of any security already created in the ordinary course of business of the Borrower and its Subsidiaries (but the principal amount secured by any such security may not be increased without the prior consent in writing of the Agent with the agreement of the Majority Lenders) or unless the benefit of the relevant security, or of alternative security acceptable to the Majority Lenders, is at the same time and in a manner satisfactory to the Majority Lenders, extended equally and rateably to the Loan made or to be made and to all other sums payable by the Borrower under this Agreement to the Agent and the Lenders.

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หมายเหตุ

- 1. สอบเวลา 09.00 - 12.00 น.
- 2. ห้ามเขียนชื่อที่สมุดคำตอบ
- 3. ผู้ที่ทุจริตในการสอบจะถูกลงโทษทางวินัยนักศึกษาสถานหนัก