

# Undercover knowledge

## Translators may be legal specialists without knowing it. Joanne Clarke reports on an enlightening and encouraging workshop



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On Saturday 22 January, Manchester's YHA welcomed guest speakers David Hutchins, a practising solicitor since 1967 and the writer and presenter of Lexacom English Law Courses, and Angela Sigee, a qualified lawyer and translator, alongside enthusiastic linguists from the North-West and beyond.

Given the prevalence of legal terminology and concepts in our professional and personal lives, it is not surprising that the NWTN Legal Translation Day was a much-anticipated and well-attended event. The conference room was almost bursting at the seams!

### Unwitting legal specialists

I suspect that for most of us legal texts form a portion of our workload, whether large or small, yet we are reluctant to call ourselves legal specialists and only the very confident would market themselves as a legal translator. The reason being that unless we have a formal qualification in law, we feel that it is somewhat deceitful to claim to be a specialist without possessing a certificate to that effect. David Hutchins was quick to turn this on its head when he said that he had met translators with a greater knowledge and understanding of law than civil code lawyers. I wonder how many of these translators considered themselves to be specialists!

### Terminology clarified

The day's programme was split into three sessions. Sessions one and two were separated by a tasty lunch and were both delivered by David. These introduced and clarified terminology (words which describe legal concepts) and legal language (words which exist in our general vocabulary yet are commonly used in legal texts, such as 'therein', 'to purport', 'to deem') relating to English common law. David's sessions focused specifically on common contract clauses and associated terminology and then on litigation terminology and limitation periods.

We had all received material prior to the day itself and David dipped in and out of this, answering questions as they arose. Having been somewhat concerned before the event that I had printed out what seemed to be a small forest, with the course's vast content and fast pace this material proved indispensable, letting us concentrate on David's words without having to take copious notes.

### Robust debate

With a room-full of interaction-deprived and opinion-rich translators some lively discussion ensued. One recurring theme was equivalence and the role of the translator. For example, should we respect the source layout even if it is not conventional in the target language? David's short answer was that from a solicitor's perspective it really didn't matter! The general consensus among the participants was that we should respect the layout and formatting of the source — after all, we are merely making the document accessible to a foreign-language-speaking third party, not creating a new document based on the conventions of the legal system of the target audience.

With regard to the content itself, if the term exists in the legal system of the target language and is therefore directly translatable our job is easy (or at least easier); unfortunately this is not always the case. What if we are trying to translate a term for which no equivalent exists in the target language? Should we paraphrase, use a footnote, or maintain and italicise the foreign term in the target text? Opinion differed greatly, but many of the legal specialists warned against the translator over-explaining concepts as they may risk taking on the role of adviser.

Finally, someone asked how to deal with errors or inconsistencies in the source (eg names, addresses, etc) — should the translator replicate these in the target? It was agreed that although the client should always be made aware of such anomalies, if the original document itself has been signed then, painful as it may be, the errors should be mirrored in the translation, perhaps with the addition of a translator's note.

### Bringing nuances to black and white

The third and final session of the day, led by Angela, was equally fulfilling. Each armed with an example of an English Confidentiality Agreement and the same in a second relevant language, we took time to study these and then collectively discuss any observations. The conversation returned to equivalence, but also to whether the example of the English Confidentiality Agreement was particularly well written. One participant referred to the clause entitled 'Duration', for which he would have used 'Length', while others in the room might have used 'Term'. This is just one example of the many differences of opinion which highlighted that legal language and terminology are not necessarily as black and white as we may think. Several terms can sometimes be used to mean the same thing.

This one-day course was far more enjoyable than reading my guide to English Business Law will ever be. It clarified, confirmed and complemented my legal knowledge and boosted my confidence, giving me the direction for further self-study. From the enthusiastic participation I witnessed at the YHA I am confident that the other participants found it equally beneficial.