

# 7. Common Problems and Frequent Solutions

## 7.1 Means of expression

### Macrotext

If we return to Christiane Nord’s distinction between *documental* and *instrumental* types of translation, we find that official translation would be included among the documental type, since “the target text, in this case, is a text about a text, or about one or more particular aspects of a text” (Nord 1997:47). To understand this, we need to recall that, even in cases in which the translated text is valued as an original, there always remains the need to allow the translated text to be compared to its original. The search for fidelity to the original is a need felt by the recipients of the translations (judges, administrators). It must thus be possible to compare this kind of translation to its original. Fidelity here is not easy to explain, as the hermeneutics of legal texts remain something of a mystery – a mixture of words (documents: the only material substance) and opinions (depending on the interests of the parties or the interpretation of different judges, often hidden or vague intentions and debatable rules of interpretation). If in literary translation the need to compare to the original implies fidelity to the author’s words and intentions, in official translation this need derives from an imprecise, undefined fidelity to words, meanings and intentions, according to the set of rules for interpretation which constitute the law.

This distinction might be clearer if we think of two different ways of presenting translations:

- the *original-plus-translation type*: where both texts coexist and are subject to comparison
- the *translation-only-type*: where, as soon as the translation is written, the original (which can run from a real text that is being replicated to a text that inspired the target text) disappears and no further comparison is needed, possible or necessary.

Even when a legal text may be subject to both kinds of translation, the situation of official translation clearly corresponds to the original-plus-translation type.

A further distinction can be made (Mayoral and Muñoz 1997) between *focus on the source culture*:

Original	Translation	Back-translation
House of Representatives	Cámara de los Representantes	Chamber of Representatives

and *focus on the target culture*:

House of Representatives	equivalente del Congreso de los Diputados	the equivalent to the Spanish <i>Congreso de los Diputados</i>
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This distinction overlaps, respectively, with that between *stress on identification*:

District Court	Juzgado de distrito	District Court
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and *stress on understanding* (Mayoral and Muñoz 1997):

District Court	Juzgado de Primera Instancia	Court of First Instance
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Such choices restrict the options for translation procedures at macro and microtextual levels.

At the *macrotextual* level, official translation follows the original text: changes in order, number of words and fidelity to the dictionary meaning of the original words are reduced to a reasonable minimum in order to favour easy identification:

- *exegetic procedures* are avoided
- *multiple procedures* are avoided
- *default solutions* are favoured
- *cognates* are used when useful for keeping an easy reference to the original words
- *errors in meaning* are kept
- *simplification* of the original when possible (doublets, triplets, synonyms, clumsy syntax meet with strong resistance).

All of this is justified by an intention to be literal and complete.

The demand for literalism and fidelity strongly favours translations that focus on the original culture and stress identification. This holds even when problems with understanding, style, plausibility, precision, economy, etc., cause focus and stress to shift. We may even resort to multiple and simultaneous ways of translating, quite often clearing the way for other specific solutions contradictory – or complementary – to these.

### Microtext

Problems such as *validation procedures* are avoided, as they are not the translator's concern and may lead to biased translations. For example, official translators should *not* risk the following supposed equivalences:

Original	Translation	'Back-translation'
Bachelor of Arts	Licenciado en Filosofía y Letras	Degree in Philosophy and Letters (four or five years)
B+	Notable	Distinction

## Translation procedures

In navigating between the macrotextual and microtextual levels, several translation procedures are routinely in evidence:

### Cognates

Cognate strongly facilitate identification, so they are often used for the names of laws, courts, institutions or legal concepts that do not exist in the target culture:

Original	Translation
District Court	Corte/Tribunal de Distrito
Beneficio de excusión	Benefit of excussio

### Borrowings

Borrowings or *loan words* are necessary when identification is the main concern, as is the case of proper nouns, degrees, grades, etc.:

Original	Translation
Bachelor of Arts	Bachelor of Arts
B+	B+

They are also necessary when, generally speaking, there is no equivalence between concepts in the two cultures:

Common Law	Common Law
Trust	Trust

But if the need to understand is added, *doublets* comprising borrowings plus *exegetic solutions* might be recommendable:

Bachelor of Arts	Bachelor Arts [first three- or four-year university degree]
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### Calques

Calques are useful when we lack adequate terms in the target language. How-

ever, they quite often interfere with understanding when the concepts are not equivalent and the convenience of further procedures should be considered:

Original	Translation	Back-translation
with First Class honours	con honores de primera clase (la calificación más alta)	with honours of the First Class (the highest attainable mark)
severability	separabilidad (condición de un contrato que permite la anulación parcial de sus cláusulas)	status that allows some parts only of a contract to be annulled
equity	equidad (sistema jurídico anglosajón que recurre a los principios generales del derecho)	English legal system based on the general principles of law

There are also cases where calques pose no further problems:

Registration District	Distrito de Registro	Registration District
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Omission

Omission is quite dangerous as a solution for official translation but might be reasonable in certain cases when the information included in the original is no longer relevant (see section 4.2 above). In the case of formulaic expressions, empty of meaning and which have no literal translation, it can become a convenient solution:

Original	Translation
PROVIDED HOWEVER THAT	∅
NOW THEREFORE	∅

Simplification

Simplification of the original can be seen as a special case of omission, and may turn out to be quite recommendable, particularly when translating from English. The abuse of doublets, triplets, reiterations, multi-particle references, etc. makes translation from English into other languages quite often unpalatable and unreadable, and the meaning is already present, implicitly or expressly, in the texts. For example:

Synonyms

Original	Translation	Back-translation
transfer and assign	transferir	transfer
authorizations, approvals and consents	autorizaciones	authorizations

Occasionally, the opposite procedure is advisable, due to characteristics of the languages involved:

Original	Translation	Back-translation
If any action is taken against this Joint Venture, individually or severally, as a result of actions taken or agreements entered into by this Joint Venture	En caso de emprenderse acciones legales contra esta Empresa Conjunta, de forma individual o colectiva, por actuaciones desarrolladas o acuerdos suscritos por esta Empresa Conjunta	If any legal action is taken against this Joint Venture, individually or severally, as a result of actions taken or agreements entered into by this Joint Venture

### *Aggregation of several meanings into one*

'Aggregate translations' consist of the use of a simple solution for a complex meaning, using as few words as possible in a way that collects all the different meanings of the original in a global way. It makes understanding of the translation much easier and the text much more readable but can suppress the explicitness intended in the original, when the author expressly wishes to state some individual case. The resulting contraction of text might also seem suspicious to many recipients. It should therefore be used with the utmost discretion in official translation.

Due to a lack of equivalence:

Original	Translation	Back-translation
Tribunal and Courts	Tribunales	Courts [without distinction]
Common law or equity	Ley	Law [without distinction between systems]
waive demand, presentment for payment, protest, notice of protest, and notice of non-payment	renuncia a los derechos que le correspondan en relación con plazos y trámites	waive their right to stipulated periods and procedures
provision of law, statute, rule, regulation	normas legales	legal norms
order, judgement, decree	resolución judicial	judicial resolution

Due to considerations of style:

Original	Translation	Back-translation
books, records, accounts, documentations or other information	toda información	all information

But this is subject to the possible intention expressly to mention all the different elements:

books, records, accounts, documentations or other information	libros de contabilidad, registros, cuentas, documentos u otra información	books, records, accounts, documentation or other information
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**Multiparticles:**

Multiparticles of various kinds may often be omitted:

hereby	ø	ø
covering Loss hereunder	que cubra la pérdida	covering loss

**Reiteration:**

Implicit or obvious information may also be omitted:

which constitute any part of the Loan between the Obligee and Principal	que forme parte del préstamo	which constitute part of the Loan
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**Multiplication**

Despite the multiplicity of simplification strategies, the characteristics of the target language may make the inverse procedure, multiplication, very useful:

Original	Translation	Back-translation
agrees	pacta y conviene	accords and convenes
encumbrances	cargas y gravámenes	charges and encumbrances

**Functional adaptation**

In the absence of direct equivalents, the translator may use the concept that performs approximately the same function in the target language:

District Court	Juzgado de Primera Instancia	Court of First Instance
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The literal meaning might be also replaced by the function that the person performs in the source culture:

solicitor	notario	notary public
Assistant Manager	apoderado	authorised signatory, attorney for the Bank

However, this kind of procedure is not always advisable in official translation.

**Linguistic adaptation**

Sometimes the translator adapts the expression to terms and phrases that are natural in the target language:

*Changing grammatical person*

For instance, first persons may become third persons, in accordance with target norms:

Original	Translation	Back-translation
I do hereby certify that	el abajo firmante certifica que	the undersigned certifies that
I appoint	el Otorgante designa	the Principal appoints

*Exchanging formulaic elements*

Source-culture formulas may be rendered by corresponding formulas in the target culture:

Original	Translation	Back-translation
IN WITNESS WHEREOF the parties hereto have set their hands hereunder	Y en prueba de conformidad y aceptación firman el presente	And as a proof of conformity and acceptance, they sign the present document

*Omitting upper-case letters*

Stylistic norms may also require modification of capitalization:

Original	Translation	Back-translation
the Seller	el vendedor	the seller

More generally, the translator may choose to follow the text conventions of the target language (see section 8.3).

**Approximate solutions**

When no equivalence is found between languages and systems, solutions approaching the meaning of the original may be enough, even when this is not the optimal solution:

Original	Translation	Back-translation
trust	fideicomiso	fidei-commisum
Federal expense	gasto público	public expense
Registry of Births and Deaths	Registro Civil	Civil Registry
Office of Vital Statistics	Registro Civil	Civil Registry
non-circumvention and non-disclosure	confidencialidad	confidentiality
Registrar	Secretario General	General Secretary

## Generalization

Generalization may provide useful solutions when there is a lack of equivalence:

Original	Translation	Back-translation
deed	documento	document
attorney-in-law	abogado	lawyer

## Unification

When the same party is named in different ways in the same document, we can choose to unify these denominations into just one:

Original	Translation	Back-translation
Principal, Obligor, Borrower, Debtor, Guarantee, Insured	prestatario	borrower

## Personification

This is the solution in cases where the target language does not allow legal acts to be personalized as English does:

Original	Translation	Back-translation
a corresponding credit facility is willing to proceed with the funding of the project	el Prestamista está dispuesto a financiar el proyecto	the Lender is willing to proceed with the funding of the project
the Guarantee shall pay to the Obligee	el Avalista pagará al Obligante	the Guarantor shall pay to the Obligee

## Ex novo creations

'Ex novo' neologisms are purely invented words. They are not advisable in official translation as they facilitate neither identification nor understanding.



## Fossilized translations

A concept common among official translators of Arabic and not so familiar to other translators is that of 'fossilized translation' (*patrón de traducción*) (Feria 2002a, Feria *et al.* 2002, Peña 1999). I find this concept quite useful to understand and explain some aspects of translating between culturally distant languages or languages that have been exposed to the activity of translation for a very long time, as is the case for Arabic and Spanish.

Translation conventions are defined as very old, traditional, purely conventional translation solutions for some concepts. They are used by most of the translators in a particular field and correspond to social, legal or administrative situations already forgotten. These translation solutions could be considered as canons or conventions at microtext level.

Many official translators render the Arabic *talaq* as *divorce*, although it means *repudiation*. 'Divorce' benefits the Western local authority, which thus avoids the dilemma of validating a legal act, repudiation, that may be unconstitutional and against the local law. This solution is inaccurate but convenient.

The Arabic *sadaq* is regularly translated as *dowry*. But the dowry (in fact, *shiwar*) is offered to the bride by her father as a custom whereas the *sadaq* is offered by the bridegroom as an element necessary for the legal validity of the marriage. This is usually low-risk information but could become critical. For instance, it could lead to the annulment of the marriage by a Spanish judge applying Moroccan law.

The Arabic *la ilaha illa Allah* is usually translated into Spanish as *No hay más dios que Dios* [There is no god other than God], which sounds quite strange. It might be more adequate to translate it as *Sólo hay un Dios* [There is only one God] or *Sólo Dios merece ser adorado* [Only God deserves to be adored]. The Arabic *bismi Allahi arrahmani arrahim* is a marker for the beginning of a speech; it is currently translated into Spanish as *En el nombre de Dios, el Compasivo, el Misericordioso* [In the name of God, compassionate and merciful]; it used to be translated as *In nomine Dei* or *En el nombre de Dios, piadoso de la piedad* [In the name of God, merciful of mercy].

The translator's dilemma is whether to be loyal to the translation conventions, which avoid responsibilities but are not immutable, or to be loyal to truth and ethics. Some translators from Arabic are not fully familiar with Islamic law, but they know the translation conventions (which, by the way, is what most of their recipients know). In this sense, translation conventions are shortcuts used to circumvent meaning.

## Surrender

When the translator fails to find the meaning of a part of a document, as a lesser

evil they may resort to the transcription of the original segment, abandoning their search for a better solution, losing that meaning and adding an oddity. This is a common occurrence with abbreviations that the translator cannot decipher due to a lack of adequate sources (scarcity of specialized dictionaries) or because the abbreviation has been created *ex novo*. When different writing systems intervene in translation, this solution takes the form of transliteration or phonetic transcription.

### **Correction**

Errors with respect to facts should be treated with common sense, as we can find many different kinds of them: relevant/irrelevant, sensitive/indifferent to the interests of the parties, clear/unclear. On occasions they should be reflected literally but on other occasions this would not contribute anything positive to the translated text and they should be corrected or improved.

Stylistic and grammatical errors, in my opinion, should be corrected, without any further mention.

We move now to some general considerations of the above procedures.

### **Acceptability of non-literal translations**

Some official translation cultures (in the US and Argentina for instance) show a radical rejection of strategies leading to non-literal, incomplete translations. Many of our suggestions here may be strongly opposed by them. A telling commentary is the slogan widely circulating among legal translators in the US: *Garbage in, garbage out*, meaning "we must reproduce whatever we are given, and we cannot just say 'This is a bunch of garbage, so pay no attention except to this part'". Other translation cultures have a more open attitude toward these strategies and procedures.

### **Titles or heads**

Articles or clauses in English contracts and undertakings are usually preceded by titles that try to condense its meaning. But this is not the case for other languages. When a language, such as Spanish, does not use titles regularly in obligations, we are in trouble, since equivalents are not easily found. Faced with this situation, the translation of titles in official translation becomes the same as with other kinds of translation: you must resume, condense and keep only the essential meaning of the whole text. It quite often causes versions that stray a long way from the literal translation:

Original	Translation	Back-translation
Loan Servicing	Buena fe por parte del Prestatario y el Prestamista	Good faith on the part of the Borrower and the Lender

## Units of translation

One of the main characteristics of legal texts is that they quite often present formulaic units of meaning that are called clauses, articles, stipulations, terms, conditions, etc. These may be represented in many ways, ranging from quite simple to quite complicated forms. For instance, the clause “other interests held cover” may be abbreviated as ‘h/c’, or it may be elaborated as “the insurance of other interests is pending additional payment”.

We thus find numerous short forms that actually represent longer units of translation. The most representative abbreviations are the INCOTERMS, a set of international rules published by the International Chamber of Commerce, voluntarily accepted by the parties, that determine the construction of the commercial clauses included in an international agreement. The rules or clauses are expressed through very short phrases or initialisms. For example, ‘FOB’ stands for ‘Free on board’. There are simple formulas that represent a full clause of almost 200 words, and which could be supplemented by an interpretation covering several pages. On other occasions (see section 8.3), several formulations convey the same meaning but use very different words.

All this suggests the translator should think about replacing complex clauses with simpler or clearer ones conveying the same meaning, even when many translators, clients and recipients find this kind of solution unacceptable for official translation. As a technical way of dealing with obtuse clauses, it might be sometimes advisable to reduce the clause to its minimum expression and later on add all the details of meaning present in the original which we find relevant and, therefore, impossible to omit.

This leads me to consider the possibility of considering the clause as a unit of translation in such cases.

## The translator’s marked presence

The need to be accurate, faithful, and to avoid forgery, etc. leads the official translator to intrude in the original text and, when appropriate or necessary, to intervene in the translation. All such intrusions are marked by the use of square brackets. This kind of interference on the part of the translator is characteristic of official translation and is not so acceptable for other kinds of translation. The need to certify their own work enhances the self-awareness of official translators. But they always do their best to make their commentaries perfectly distinguishable from what is included in the original text.

Sometimes the translator's intrusion reflects only their imperfect understanding of the original. That is the case, for instance, with the appearance of the commentary 'illegible'. Damage to a document may imply the risk of a loss of meaning due to physical conditions or to the lack of familiarity of the translator with the handwriting of the original text.

In the following sections we will review the procedures available for solving common problems in the translation of particular kinds of documents (see chapters 7 and 8).

## 7.2 Format and typing conventions

Format (or layout) is one of the elements that help transmit the global meaning of a text. It is commonly linked to the text type, especially with the popular categorization of legal texts. A text that conforms to an expected format is perceived as natural and plausible; if not, it is perceived as unnatural and manipulated.

The expected format for a certain text may be imposed either by law (for instance, the bill of exchange in Spain) or by custom (as in most cases). In the latter case, formats are not an absolute norm and a large degree of variation is permitted.

Let us see the traditional systems for converting a fully formatted original text into an affordable and faithful text.

### 7.2.1 Belonging to the original vs. belonging to the translation

In official translation, as in other kinds of translation, we have the convention that everything included between square brackets [ ] belongs to the translator and not to the source text. We thus find inserted texts such as the following:

*[illegible signature], [blank], [original interrupted], [a word has been erased and a new word has been written instead], [grammatically incorrect, I think it meant to say "...."]*

Sometimes such text includes implicit information:

Brighton [United Kingdom]

Generally speaking, an official translation has the following parts:

- translator's opening words (first part of their certification) [if the case may be]
- body of the document
- translator's closing words (second part of their certification)

- legalization of the translation by the applicable body [sometimes optional]
- international legalization of the above [Hague Apostille, ministry of foreign affairs and/or embassies in the foreign country] [optional if the prime legalization is optional].

Since the work of the translator ends with their closing statement, we need to separate the document itself from that certification. This can be achieved in a number of ways:

<b>Opening formulas</b>
Document
<b>Closing formulas</b>

or

Opening formulas
"Document"
Closing formulas

or both systems together:

<b>Opening formulas</b>
"Document"
<b>Closing formulas</b>

Sometimes we add inverted commas before each line of the document:

<b>Opening formulas</b>
"line 1
"line 2
-----
"line n
<b>Closing formulas</b>

or even at the end of each line as well:

<b>Opening formulas</b>
"line 1"
"line 2"
-----
"line n"
<b>Closing formulas</b>

We usually use larger spacing to make separation clearer. But all these procedures are optional and of a very personal choice.

On other occasions, other comments by the translator are also included:

**Opening formulas**

Document

**Affixed to this document there is an apostille, which says/Annexed to the former document, there is a ....., which says:**

Apostille

**This translation consists of three pages, all of which are signed and sealed.**

**Closing formulas**

Sometimes a double certification by the translator is needed, for example with the translation of documents into foreign languages. In this case you might need, according to law, a certification written in the local language, which the local authorities can accept, and a second one written in the language of the translation, which can be read by the foreign authorities which receive the official translation. The translator should sign both certifications.

## 7.2.2 Converting complex formats into paragraph sequences

### Consecutive order

The use of consecutive order consists in regrouping information into clusters that become separate paragraphs in the translation. The clusters are put in a consecutive order, which may be open to personal interpretations. The order ideally follows the natural order for reading in the source language (for Western languages, from left to right and top-down) and, if appropriate, chronological order as well. An exception is usually made for the name of the document (for instance, certified copy of an entry of birth), which we try to locate at the very beginning for the sake of clarity. As an example, let us see a fragment of a British birth certificate:

#### TRANSLATION CASE

##### **Original text**

(See Appendix)

##### **Translated text**

Certified Copy of an Entry of Birth

Pursuant to the Births and Deaths Registration Act 1953

B.C/R.B.D.

DQ 311756

The Statutory fee for this certificate is 3s. 9d. Where a search is necessary to find the entry, a search fee is payable in addition.

Registration District Haringey.- Birth in the Sub-district of Hornsey in the London Borough of Haringey.

1968

Column 1.- No.: 248.

Column 2.- When and where born: Eighth June 1968.- 31 Alexandra Park Road.

Column 2.- Name, if any: Linda Anne.

Column 3.- Sex: girl.

Column 4: Name and surname of father: -----.

Column 5.- Name, surname and maiden name of mother: -----, formerly -----, of 23 ----- Hornsey.

Column 6.- Occupation of father: Café proprietor.

Column 7.- Signature, description and residence of informant: -----, brother .

Column 8.- When registered: Twelfth June 1968.

Column 9.- Signature of registrar: -----, Registrar.

Column 10.- Name entered after registration: -----

I, -----, Registrar of Births and Deaths for the Sub-district of Hornsey, in the London Borough of Haringey do hereby certify that this is a true copy of the entry No. 248 in the Register of Births for the said Sub-district, and that such Register is now legally in my custody. Witness my hand this 13<sup>th</sup> day of June, 1968.- [Signed], Registrar of Births and Deaths.

CAUTION: Any person who (1) falsifies any of the Particulars on this certificate, or (2) uses a falsified certificate as true, knowing it to be false, is liable to prosecution.

As you can see, certain decisions taken have been taken with respect to punctuation:

- The sign “.-” (full stop plus dash), which is rare in regular writing practice, is used to separate parts of the text that are just separated by a blank in the original;
- The contents of the boxes are closed with a full stop, which does not exist in the original; it might as well have been closed without any punctuation marks.

## Tables

A system similar to the columns above can be used for marks organized as tables in an academic transcript:

## TRANSLATION CASE

**Original Text**

Dept	Course	Title of course	Units	Grade	Points
Fall 1979	Term Avg.	2.075			
Chem.	100	Fundamental Chemistry I	1.000	D	1.000
Por-Sc.	100	Academic Writing	1.000	C+	2.300
Eng.	105	20 <sup>th</sup> Century Am	1.000	C	2.000
Span.	260	Literature	1.000	B	3.000
		Intro to Sp Am. Lit.			

UP 8.000

Grp. 16.900

4.000

8.300

Cum. Avg. 2.112

**Translated Text**

Fall 1979. – Term Average: 2.075

Department: Chemistry. – Course: 100. – Title of course: Fundamental Chemistry I.

– Units: 1.000. – Grade: D. – Points: 1.000

Porter-Scholar Program. – 100. – Academic Writing. – 1.000. – C+. – 2.300

English. – 105. – 20<sup>th</sup> Century American Literature. – 1.000. – C. – 2.000

Spanish. – 260. – Introduction to Spanish American Literature. – 1.000. – B. – 3.000

Term units: 4.000. – Term Points: 8.300. – Total units achieved: 8.000. – Cumulative grade point: 16.900. – Cumulative Average: 2.112.

Here the headings are applied only to the first data, after which only data are expressed in a consecutive way.

An intermediate system would be:

Fall 1979. – Term Average: 2.075

Department. – Course. – Title of course. – Units. – Grade. – Points

Chemistry. – 100. – Fundamental Chemistry I. – 1.000. – D. – 1.000

Porter-Scholar Program. – 100. – Academic Writing. – 1.000. – C+. – 2.300

English. – 105. – 20<sup>th</sup> Century American Literature. – 1.000. – C. – 2.000

Spanish. – 260. – Introduction to Spanish American Literature. – 1.000. – B. – 3.000

Term units: 4.000. – Term Points: 8.300. – Total units achieved: 8.000. – Cumulative grade point: 16.900. – Cumulative Average: 2.112.

The Argentine society of sworn translators, for example, acknowledges different types of text (like, for example, balance sheets) that are translated with the original format, layout or diagram.

**Abbreviations**

As can be seen above and in the preceding bill of exchange, it is common for documents to be forms, with boxes and tables. This kind of organization imposes



serious spatial constraints and quite often words are used in a contracted, shortened way. This contracted use of words is sometimes an established form that you can find in dictionaries. But quite often they are not established; they are just invented by the writer trying to include a long piece of information in too small a space. In translation, we usually do not have the same spatial constraints as the original writers did, so it would not be reasonable to translate contracted forms as contracted forms. We usually choose to translate the full forms of words and phrases.

### **Chronological order**

Sometimes we find different pieces of information in a document that can hardly be subject to consecutive reading order. These include stamps, seals, signatures and dates. Seals and stamps can appear anywhere and we do not usually interrupt a word or phrase to indicate that a stamp has been added. The same thing occurs with the different elements in a single certification. Sometimes it is hard to associate them just on the basis of their position in the documents.

In this situation, we can help the recipients of the translation by regrouping the loose elements in an orderly, chronological way. For example, in a Pakistani parental authorization to marry, we find the following in a natural reading order:

### **TRANSLATION CASE**

#### **Original Text**

- raised seal of the Pakistan Ministry of Foreign Affairs
- an attestation signed by the Chief of Protocol of the Pakistan Ministry of Foreign Affairs in Lahore [inside the main body of text]
- certified and attested to be an exact translation of Urdu into English
- signature
- 25 January 1993 [inside the main body of text]
- attested
- deponent
- thumb print
- (L.T.I)
- seal of the notary with signature and date
- (Abdul Kareem) (Father)
- signature
- seal of the Chairman of Town Committee
- seal and signature of a Magistrate
- seal of the Town Committee
- attestation Stamp with ink stamp of the Pakistan Ministry of Foreign Affairs

#### **Translated Text**

Immediately after the name of the document (Affidavit), we would include

Certified and attested to be exact translation of Urdu into English. –  
[Signature]

Immediately after the main body of the text, we would add:

Deponent. – Abdul Kareem, father. – [Thumb impression]. – Left thumb impression.  
Attested. – [Seal of the notary]. – [Signed]. – Date  
[Seal and signature of the Magistrate]  
[Seal of the Chairman of Town Committee]  
[Attestation stamp and ink stamp of the Pakistan Ministry of Foreign Affairs]  
Attestation of the Chief of Protocol of the Pakistan Ministry of Foreign Affairs. – [Signature]. – 25 January 1993. – [Raised seal of the Pakistan Ministry of Foreign Affairs]

### 7.2.3 Text vs. image

Traditionally the official translator must reflect everything the original document shows. This mainly applies to text (be it handwritten or typewritten), drawings, signatures (legible or illegible), letterheads, stamps and seals, erasures and alterations, interruptions in the original, etc. Everything different from pure legible text is usually expressed between brackets. But the borders are not always clear.

Sometimes letterheads are not rendered unless they contribute new information (name of a company or body, address). If reflected, they should only refer to the information contained and not the fact that they are letterheads.

Many forms are completed by hand, and there is no need to reflect this fact with any translator’s comment.

Quite often signatures are systematically rendered as ‘illegible’ by the translator, even when some of them may be legible. This is to avoid all risk of making mistakes.

Sometimes stamps are treated as pure text, without any indication of their nature as stamps (this is mainly in the case of legalization stamps).

#### Seals and stamps

Seals and stamps are usually rendered inside brackets (with the exception just mentioned of legalization stamps). Their description can be either exhaustive or simple. A quite detailed translation of a stamp could read:

[Round	red	ink	seal	which reads “.....”]
[Rectangular	purple	raised	stamp	of .....]
[Triangular		green		

A *raised or embossed seal* is made with a machine that impresses the relief or

embossment of the seal without any ink. You should be cautious about them because they are not legible in photocopies and faxes. If you accept photocopies or faxes to translate you should check to see if the original has any seals of this kind.

Not all the particulars in the former model of translation for a seal are always used.

The translator is not liable for the authenticity of the seals and stamps. Just translating them is enough. Cautions on translating the seals and stamps are thus usually unnecessary, even when, in cases where you are suspicious about the authenticity of a seal or stamp, you might choose the formula “which reads”/ “which states that it belongs to”, as opposed to more straightforward formulas such as “of”.

The use of seals and stamps may differ from one country to another. In Spain, you cannot imagine an official document without its corresponding seal; any recipient would feel suspicious in the absence of a seal. But in other cases, like the United Kingdom, many documents coming from administrative bodies do not bear a seal.

#### **7.2.4 Avoiding deception**

Whenever somebody wants something from a public authority, a suspicion of deception arises. Whenever there is an agreement or controversy between different parties, a suspicion of deception arises. Whenever a translator is paid by a claimant or a party, a suspicion of deception is cast upon the translator and the translator may feel the same position with respect to their client. Fear of deception is the main reason – together with a lack of knowledge about translation – why the recipients of official translations demand literal (true and faithful) translations.

The Argentine society of sworn translators states that the translator should accept that the original is “complete, cannot be modified, and is irreplaceable, both in its totality and in part”.

At this point we are mentioning only some of the reasons why a translator might be suspicious of their client (for further information, see Section 3.2, Loyalties). This suspicion is embodied in an ethical principle:

The official translator should always translate from original documents and never from photocopies or copies coming through fax.

This principle is not applied on many occasions, when the trust of the translator in their client is strong enough. The translator thus takes on a risk.

Photocopies produce a loss in legibility with respect to the original and increase the risk of manipulation. If the client presents a photocopy, we should

ask to check the original; once checked, we can translate the photocopy as if it were an original. If the client does not present the original, we should advise them that the fact that it is a photocopy will be mentioned in our translation. Interruptions and illegibility in the original will be also reflected in our translation. Sometimes the original is unavailable and one has to translate from a non-original copy. In such cases the translator disclaims liability by making it clear in their certification that they have translated ‘a photocopy’ or ‘a fax’ of an original document. If our trust in the client is strong because we know them well, or if they are an administrative body, an ONG, a translation company (entities not usually suspected of deception), or if the information in the document is not particularly sensitive (description of a course, primary education certificate), we sometimes accept photocopies as originals, at our own risk.

One way of manipulating the contents of a document is by translating only fragments of it in order to dilute the context, thus permitting interpretations different to those originally intended. In some cases, the translation must be of the *full* document and a fragmentary translation is theoretically barred. But it stands to reason that on other occasions a full translation is not advisable (think of a student or graduate who only needs the syllabi of six courses contained in a university handbook). In these cases, the translator will render only the relevant fragments but will try to make it clear in their certification that they have translated ‘fragments’ of an original. The Argentine society prescribes the use of the formula “This is a partial translation of the annexed document, of its pages xxx to xxxx”. It also establishes the need for the translator to state if any element “considered unnecessary by the client” has been omitted.

Generally speaking, a translator must read the original carefully, searching for possible falsifications or alterations. If falsifications or alterations are found and the translator thinks they must reflect them in the translation, the translator should inform the client about this prior to accepting the job.

Some aspects of traditional formats for official translation are derived from this effort to avoid deception. To avoid the translation being manipulated after it has been delivered to the client, the official translator has traditionally (and exclusively depending on their own choice and preferences) used the following procedures:

- not leaving any blank spaces in the lines
- left-justifying all lines
- suppressing interparagraph blanks
- adding inverted commas.

For example:

“I do hereby certify that the following particulars are true -----  
“I do hereby certify that the following particulars are true .....

"I do hereby certify that the following particulars are true ...../-  
 "Birth certificate .....  
 "Birth certificate ....."

The Argentine society states that "[t]he text of the translation should not contain blanks, filling them with dashes". This kind of procedure has largely disappeared with the use of computers.

One of the concerns of recipients is that the translation may not have a corresponding original. In principle, the official translation should in many cases be accorded the same status as a true and original document. But there are cases in which judges and officials take additional precautions, demanding not only that the original be presented together with the translation, but that the original be attached to the translation in one way or another (sometimes by staples) and that both documents share the seal, signature and even the certification of the translator. This requirement mostly cannot be met because no client is willing to allow the translator to alter a diploma or an identification document such as a passport. It is advisable to negotiate with the recipient in these cases. An intermediate solution may be to attach a certified photocopy to the translated text. The Argentine society states that "[t]he original instrument must accompany and precede the translation" and, if this is impossible, the fact should be stated and certified by the translator.

### 7.2.5 One source language

Official translators are authorized for specific languages; they may not translate from just any language to any other language. If they translate between non-authorized languages, their translations will probably be declared null and void, and the translator will be causing harm to their clients. A translator should state in their certification the language or languages for which they are authorized to translate.

If an English document includes something in a different language, that third language should be kept in the translation. There are many borderline cases however:

- As already mentioned in Section 3.4, in Pakistani documents written in English or translated into this language you always find many Urdu words and some Arabic ones. In order to make the translation understandable, you must translate the Urdu words, considering these Urdu words as a part of Pakistani English.
- The Hague legalizations written in English usually contain the following words in French "APOSTILLE (Convention de La Haye du 5 octobre 1961)". I always transgress my attributions and translate those words into English: no harm intended and no harm done.

- An Irish birth certificate states “Clárann Breitheanna Agus Básanna”, and no English meaning is given for the Gaelic, which means “Registry of Births and Deaths”. If you are reasonably certain about the meaning, translating helps understanding and identification, even though you are not an official translator for Gaelic.

The Argentine society requires the formula “The original document contains third-language expressions, which have not been translated”.

### 7.2.6 Legibility

In some kinds of translation we are entitled to guess what an illegible fragment means and to translate it accordingly. This is not the case in official translation. Everything illegible should be rendered as “[illegible]”.

An especial case of illegibility is that of *handwritten texts*. There are many difficulties in reading handwriting from different languages and traditions. Consultation with the client and/or other speakers of the language is usually necessary. Remember to read the whole handwritten text and consult the client on accepting the job. Also remember to ask how to contact the client quickly in case any hesitation arises during the translation.

Signatures are a very special case of handwriting, so special that we reproduce most of them as “[illegible]” so as to avoid making a mistake.

### 7.2.7 Understandability

Even when you master a foreign language, you can always find certain parts that you cannot understand. The reasons may be:

- the writer had a problem expressing themselves
- the writer has introduced unintended ambiguity
- the writer has introduced intended ambiguity
- there are typewriting or editing errata
- the original text is damaged
- the source language is not the writer’s mother tongue
- the writer is used to a writing system different to that used in the document.

Usually we do not introduce any comment on this kind of problem; we just ‘improve’ the original. But if the error could have consequences for any of the parties, we should try to ensure that our translation makes clear what has happened and we should not attempt ‘improvement’.

The translator’s mandate to interpret the text nevertheless has highly subjective limits. Conservative translators (who do not dare to risk making a mistake) opt for conservative solutions (no interpretation at all); more daring translators

tend to elaborate the original, although not to the extent of affecting anyone's rights. In Section 3.4 we mentioned some typical problems with the written English in Pakistani documents. Consultation with native speakers always makes things easier in this respect.

### 7.2.8 Originality

Demanding the original documents is not only a guarantee against illegibility. As we have mentioned, it is also a guarantee against deception, as alterations and falsifications are much more difficult to discover in a photocopy or fax than in an original.

However, despite the major risks involved, the transmission of source documents by fax or the Internet is placing increasing pressure on translators to work without the original, and there is increasing acceptance of these conditions by official translators.

### 7.2.9 Other writing conventions

#### Uppercase letters

Some original texts are written in uppercase letters:

FOR VALUE RECEIVED, THE MAKER, BY THIS LOAN NOTE ("THE NOTE") UNCONDITIONALLY AND IRREVOCABLY PROMISES TO PAY TO ..... GIBRALTAR, OR ANY SUBSEQUENT ASSIGNEE OF THE NOTE (BOTH HEREINAFTER CALLED "THE PAYEE") THE AMOUNT OF GBP 500,000 (FIVE HUNDRED THOUSAND POUNDS STERLING)

Unless the brief states otherwise, the translator usually converts this into a regular text, with upper and lowercase letters (not always with the same result for different translators):

For value received, the Maker, by this Loan Note ("the Note") unconditionally and irrevocably promises to pay to ..... Gibraltar, or any subsequent assignee of the Note (both hereinafter called "the Payee") the amount of GBP 500,000 (Five Hundred Thousand Pounds Sterling)

#### Markers of emphasis

There are several markers of emphasis: size, fonts, upper case, small capitals, italics, bold face, underlining, different kinds of justification and centring, either individually or in combination. In the texts subject to official translation, they usually help to organize the text, indicating the different levels of

its structure. But we can also find markers of emphasis used just for the sake of emphasis:

The Escrow Agent will NOT accept non-certified funds

The Escrow Agent MUST follow the conditions

Has been instructed to transfer said funds without further authorization in accordance with the terms and conditions

Unless the brief expressly states otherwise, the translator must not feel obliged to reproduce the elements of emphasis contained in the original. They can just choose among those available, in the same way as they are not obliged to reproduce tables, boxes, schemes and other structural elements of the original texts. Nor do I think it necessary to reproduce the 'emphasis for the sake of emphasis' markers just described. All such markers are more powerful than needed for the goal intended.

## 7.2.10 Translating into different formats

Texts of the same kind may and often do present different formats (i.e. bills of exchange or agreements). Occasionally the same document can be translated in different ways:

### TRANSLATION CASE

#### 1) Original text

No. CP/13/92

Singapore, 14/5/92

At 30 days sight of this first Bill of Exchange (second unpaid), pay to the order of Exporter's Bank

the sum of United States dollars: sixteen thousand and thirty five cents only (US\$16,000.35)

for value received drawn under D/P at 30 days sight against shipt of our inv. CP/13/92 as per AWB No. 217-5332-7341 (HAWB 19712) on 13/5/92 through Importer's Bank for A/C of Importer.

Importer's Bank

Name and address of the Drawer

I accept: [Seal of Importer's Bank]

Pay to the order of Importer's Bank. Value for collection. For Exporter's Bank.

[signed]. [Seal of Exporter's Bank]

#### 2) Translated text strictly following the original

No. CP/13/92

Singapore, 14/5/92

At 30 days sight of this first Bill of Exchange (second unpaid), pay to the order of Exporter's Bank

the sum of United States dollars: sixteen thousand and thirty five cents only (US\$16,000.35)

for value received drawn under documents against payment at 30 days sight against



shipment of our invoice CP/13/92 as Air Waybill No. 217-5332-7341 (House Air Waybill 19712) on 13/5/92 through Importer's Bank for account of Importer.

Importer's Bank

Name and address of the Drawer

I accept: [Seal of Importer's Bank]

Pay to the order of Importer's Bank. Value for collection. For Exporter's Bank.

[signed]. [Seal of Exporter's Bank]

### 3) Translated text following the original order

No. CP/13/93

Singapore, 14/5/92

At 30 days sight of this first Bill of Exchange (second unpaid), pay to the order of Exporter's Bank

the sum of United States dollars: sixteen thousand and thirty five cents (US\$16,000.35) for value received drawn under documents against payment at 30 days sight against shipment of our invoice CP/13/92 as per Air Waybill No. 217-5332-7341 (House Air Waybill 19712) on 13/5/92 through Importer's Bank for account of Importer.

Name and address of the Drawee: Importer's Bank

Name and address of the Drawer: The Exporter

I accept: [Seal of Importer's Bank]

Endorsement: [Seal of Exporter's Bank]. Pay to the order of Importer's Bank. Value for collection. For Exporter's Bank. [Signed]

### 4) Translated text not following the original order (following the standard target language format)

No. CP/13/93

Drawing place: Singapore

Amount: USD 16,000.35

Drawing date: 14/5/92

Due date: 30 days sight

For this first BILL OF EXCHANGE (second unpaid) you will pay at the expressed maturity to the order of Exporter's Bank the amount of United States dollars sixteen thousand and thirty five cents.

Clauses: drawn under documents against payment at 30 days sight against shipment of our invoice CP/13/92 as per Air Waybill No. 217-5332-7341 (House Air Waybill 19712) on 13/5/92 through Importer's Bank for account of Importer.

Name and address of Drawee: Importer's Bank

Signature, name and address

of the Drawer: The Exporter

I accept, on .....: [Seal of Importer's Bank]

By guarantee of [blank] Pay to the order of Importer's Bank. Value for collection. Name and address of Endorser: For Exporter's Bank. [Signed]

Choosing between one format and another can depend on many different factors; sometimes it ultimately depends on the translator's wishes or inclination. In most cases, neither law nor associative norms provide a clear basis. The law usually says no more than that the official translation must be 'true and faithful'. For most recipients and clients, this means the official translation must be as literal as possible, following the original's format, information and order.

This situation makes it almost impossible to use system (4); it strongly leans towards systems (2) and (3).

To respect the format fully would mean reproducing the position of information within the text, the different fonts, sizes, means of highlighting (underlining, black, italics, boxes, etc.). This has traditionally been considered too demanding for the attainable results. Nevertheless, the use of computers has offered new possibilities, including techniques that will soon allow official translators to reproduce the original document as an image into which the translated text can be inserted.

### **7.3 Validity and execution of documents**

Official documents must comply with certain requirements to be valid. Those requirements not only vary from one country to another, they also define different stages in the life of a document or set of documents.

From the moment a document is initiated in the source culture until we obtain a valid translation in a foreign country, we can find the following added documents, illustrated on the basis of two certificates of birth (UK and US) and an academic transcript (See Appendix):

#### **Translation process for a birth certificate (United Kingdom)**

##### **Source:**

- 1) The source document is an entry in the Registry, which is not physically included in the documentation.

##### **Source text:**

- 2) The first document included in the documentation is the blank birth certificate form. It includes instructions for its completion and in some cultures it may indicate how to correct mistaken information given. As such, this document is not included in the documentation for official translation.
- 3) The next document is the blank birth certificate form that has been completed and validated by the Registrar of Births and Deaths. This document is legally valid in the source country but not in Spain.

##### **Transition text:**

- 4) The completed form is followed by the birth certificate that is authenticated by the Foreign Office's Hague Apostille. This recognition is usually a blank text that must be completed. In Spain, the official translation will not be valid unless the source document carries the compulsory Hague Apostille.

##### **Translated text:**

- 5) The next document is the translation into Spanish. This document is not legally valid in Spain because it does not meet the requirements for translations.
- 6) That is followed by the translation into Spanish that has been certified by

the official translator. It will not be valid for certain uses until the official translator's signature and seal have been duly certified.

- 7) The final document will be the official translation, duly signed and stamped by the official translator, whose signature and stamp have been recognized by the appropriate institution. At present, this institution is the Spanish provincial subdelegation of the Central Government or the Authentications Office of the Ministry of Foreign Affairs. The translation process ends when the document is accepted by the final recipient, such as the Registrar of Births, Deaths and Marriages in Spain.

For the purpose of translation analysis, it could be said that we have obtained a *virtual* document (points 2 and 3) consisting of the fusion between the blank form and the completed form. In this hypothetical document, only the relevant sections that have been completed would remain.

### **Translation process for a birth certificate (US)**

#### ***Source text***

- 1) The original document is a blank form (Certificate of Live Birth) that includes instructions on how it should be completed. It is not identical to its British counterpart. The document is validated by the Local Registrar. It is included in the documentation for official translation.
- 2) The next document is a reproduction of the above-mentioned entry that has been photocopied onto a blank form (Certified Copy of Vital Record).
- 3) That is followed by the same document, completed and validated by the County Recorder.

#### ***Transition text***

- 4) Next comes that same document validated by the Clerk of a Court of Records. This document is valid in the United States but not in Spain.
- 5) The next document is the birth certificate to which the Secretary of State's apostille of authentication has been added. Without this apostille the official translation would not be valid, since the source document would not have met the requirements established by Spain.

#### ***Translated text***

- 6) That is followed by the translation of the document into Spanish.
- 7) Next we have a document that consists of the translation into Spanish that has been certified by the official translator.
- 8) The final document will be the official translation, duly signed and sealed by the official translator, whose signature and seal have been recognised by the appropriate institution.

In this case, documents 1+2 constitute the virtual document.

## **Translation process for an academic transcript**

Although American academic transcripts vary considerably, the general format is similar to the one offered here.

### **Source text**

- 1) The first document is a blank form. If it consists of more than one page, it includes internal elements of control such as pages or letter-headings with data. It also includes information and instructions on how to complete the form.
- 2) The second document is the form that has been completed and validated by the Registrar.

### **Transition text**

- 3) The third document is the completed form, now validated by a notary public. The document thus becomes valid in the United States but not in Spain.
- 4) The fourth document is the former one to which the state's Secretary of State has added an apostille of authentication.

### **Translated text**

- 5) The next document is the translation of the document into Spanish.
- 6) The next document is the translation into Spanish that has been certified by the official translator.
- 7) The final document will be the official translation, duly signed and sealed by the official translator, with the authentication of the signature and seal.

In this case, documents 1+2 constitute the virtual document.

Clearly an official translation does not consist of just one act. The document or documents to be translated are better seen as a sequence of speech acts (Ferrara 1980a, 1980b).

## **7.3.1 Signature and seal**

The execution (or signature, or signature and seal) of a document includes all the steps necessary for the document to be legally acknowledged as valid. It normally includes one or several signatures and the insertion of corresponding seals or stamps. When one signatory validates a former signature and seal and attests its authenticity, we speak of an attestation, authentication, legalization, verification or certification.

When a document is to be used in another country, it must bear annexed the Hague Apostille (if the country is a signatory of the Convention) or an attestation by the Ministry of Foreign Affairs of the target country of the signature of one of its officers in the source country.

When a document consists of several pages, it is the custom to use a complete signature on the last page and an abbreviated one or initials on the other

pages. But signatures, like handwriting, differ across countries and cultures. For instance, in Spain there may be two different signatures: the 'full signature', with a usually illegible paraph ("a flourish after a signature, originally to prevent forgery", *Collins English Dictionary*) plus the name, and the single signature, consisting of the paraph only. In the case of a document comprising several pages, all of them but the last bear the paraph of the signature in the left margin and the last page bears the full signature. No indication announces the brief signature, but if you need to indicate it, you can use the word *visé* (French for something like "seen and approved"). In the English-language system there is only one kind of signature, a handwritten name, which is included on the last page while the previous pages bear the 'initials' of the name, at the bottom of the page. *Visé* and initials are thus equivalent. (For a description of seals/stamps and their translation, see section 7.2.3.)

Usually the signatures and seals of official translators are kept in a register (the professional society or association, Ministry of Foreign Affairs, Ministry of Justice or other administrative bodies). The registrars in charge of these registers authenticate the signature and seal of the official translators.

### 7.3.2 Certifying authorities

#### Examples of attestations and certifications

##### Attestation of a copy by a British notary public

I confirm that this is a true copy of the original document produced to me on .....

Signature: ....., solicitor

[Seal of the solicitor]

I certify this document to be a true copy of the original. Dated this .....th day of .....– [Signed]. – Solicitors.– Address. – ....., Partner)

##### Attestation of a copy in the US by an officer

True and correct copy. – [Signed]

Certified to be a true copy. – [Signed]

##### Attestation of a copy by a Pakistani notary public

Correct according to original.

##### Attestation of a copy in Spain

Attested to correspond with its original. – [Signature]. – [Seal]

**Attestation of a copy by a Spanish Embassy/Consulate**

Seen at the Consular Section of the Embassy of Spain in ....., and authenticating the signature of ..... as, as far as I know, it is genuine.— [Signed]....., Counsellor.— [Seal].— Date.

**Attestation by a US notary public**

[Signed].— Notary Public.— ..... County. My commission expires on.....

**Attestation by a notary public in Pakistan**

Attested

[Signed]:.....Notary Public Advocate. — Distt. Court Lahore. — Residence. — [Seal]

Attested

[Signed: .....Oath Commissioner. — [Seal]

**Attestation of a certificate from a Register in the United Kingdom**

Certified to be a true copy of an entry in my custody.

Signed: ....., Registrar

Date:

**Attestation of a signature by a notary public in the US**

This is to certify that the signatures of the persons on the diploma of....., namely ....., ....., and ..... are the genuine signatures of the said persons, who are duly authorized by the laws of the State of ..... to sign a diploma.

[Signed]. — Notary Public, .....County. — My Commission expires on .....

**Attestation of the signature of a US notary public by a Court of Records**

STATE OF OHIO

ss.

County of Montgomery

I, -----, Clerk of the Common Pleas Court in and for said County, which is a Court of Record, having a seal, do hereby certify that -----, whose name is subscribed to the certificate or proof of acknowledgement of the annexed instrument and therein written, was at the time of so taking such proof of acknowledgement a NOTARY PUBLIC in and for said County, duly commissioned and qualified and duly authorized to take the same, and to take and certify the proof and acknowledgement of deeds by the laws of this State; and further, that I am acquainted with his handwriting, and verily believe that the signature to the said certificate of proof of acknowledgement is genuine. I further certify that said instrument is executed and acknowledged according to the laws of the State of Ohio. The impression of the

Notary's seal not required to be filed in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said court in the City of Dayton, this --th day of-----,

No.

Signed: -----, Clerk

### **Certifying formula of a Spanish sworn translator**

This formula is stipulated by law:

Mr/Ms ....., Sworn Interpreter of (language), do hereby certify that the above is a faithful and complete translation into (language) of a document written in (language).

At....., on .....

Signed:

[Seal including full name of the translator, "sworn interpreter", authorised language, residence and telephone number]

### **Certifying formula of a Pakistani official translator**

Correctly translated from Urdu to English.

True translation of... from Urdu to English.- The translation of this Form from Urdu to English has been examined carefully & found correct. Hence this Certificate to be True.

### **Certifying formula applicable to an official translation to be used in the United Kingdom**

I, ....., sworn translator of English, authorised by the Spanish Ministry of Foreign Affairs, do hereby certify that the following is a true and faithful translation of a ..... written in Spanish, presented to me by Mr/Ms .....

Witness my hand this day of ....

Signed

### **Attestation of the signature of a Spanish sworn translator**

Ministry of Foreign Affairs. - Attestations.- Madrid, on ..... Seen and approved to legalise the afore signature as it is, as far as I know, genuine.. - Signed, Chief Officer, Office of Attestations. [Seal of the Office]

I, ....., General Vice-secretary of the Delegation of the Central Government in Granada, do hereby certify that Ms ....., appears under no. 6 on the Book of Registry of Sworn Interpreters, and she has been appointed by the Ministry of Foreign Affairs, pursuant to Rule 8 of the Decree of this Ministry dated on October 14, 1985 (Spanish Official Gazette 252 of 21/10/85).

[Signed]. - [Sealed]

## The Hague Apostille

The Hague Apostille may be monolingual or bilingual, such as the following one, written in English and French:

### APOSTILLE

(Hague Convention of 5 October 1961/Convention de La Haye du 5 octobre 1961)

1. Country

Pays

This public document/Le present acte public

2. has been signed by

a été signé par

3. acting in the capacity of

agissant en qualité de

4. bears the seal/stamp of

est revêtu du sceau/timbre de

Certified/attesté

5. at/à

6. the/le

7. By

par

8. Number/sous N°

9. Stamp

10. Signature

Timbre

Signatory Countries of the Hague Convention were, as of March 1999:

Andorra, Antigua & Barbuda, Argentina, Armenia, Australia, Austria, Bahamas, Barbados, Belarus, Belgium, Belize, Bosnia & Herzegovina, Botswana, Brunei, Croatia, Cyprus, Czech Republic, Dominica, El Salvador, Fiji, Finland, France, Germany, Greece, Grenada, Guyana, Hong Kong, Hungary, Ireland, Israel, Italy, Japan, Kiribati, Latvia, Lesotho, Liberia, Liechtenstein, Lithuania, Luxembourg, Former Yugoslav Republic of Macedonia, Malawi, Malta, Marshall Islands, Mauritius, Mexico, Netherlands (incl. Aruba; Netherlands Antilles), Niue, Norway, Panama, Portugal (incl. Macau; Madeira), Russia, Samoa, St. Kitts & Nevis, St. Lucia, St. Vincent & the Grenadines, San Marino, Seychelles, Slovenia, Solomon Islands, South Africa, Spain, Surinam, Swaziland, Switzerland, Tonga, Turkey, Tuvalu, United States (incl. Puerto Rico), United Kingdom (incl. Dependent Territories), Vanuatu, Venezuela, Federal Republic of Yugoslavia (Serbia & Montenegro), Zimbabwe.

## 7.4 Medium

The medium, as the physical support on which the message is transmitted, can be relevant to official translation, as in any other form of translation.

In official translation there are mainly two types of copies: hard and soft.



(The spoken medium – sight translation and interpreting – lies beyond the scope of this book.)

## Hard copies

Hard copies are those that use paper. There are several basic features:

**Size:** DIN A4 is the most common size of paper used for translation, and indeed for every other kind of written communication. However, in some countries other sizes can be normal. In the United States, for example, some original texts have a larger, 'legal' size, and the normal size is 'American letter'. When transmitted by fax into DIN A4 size, pages become interrupted as part of the text, and a couple of lines can be lost in each interruption. If we cannot check the original, these interruptions should be rendered as [*original interrupted*] or something similar. The fact that part of the text is missing can seriously affect the understanding of other parts that have been successfully transmitted.

**Photocopies:** If defective, photocopies may interrupt the original. Embossed seals become invisible. Certified photocopies are as valid as originals, and we should mention in our translation that they are certified copies. Although the risk of translating from photocopies is high (see Section 7.2.4), so is the risk of losing or deteriorating valuable originals.

Photocopies of the translated text are not legally valid. If copies are needed, the client should request them from the translator, who will sign and seal all of them originally and apply a reduced fee to the subsequent originals.

**Faxes:** Faxes have the same adverse effects as photocopies with respect to legibility, interruptions and manipulation. The problem with legibility can be even worse as faxes transmitted on thermal paper become increasingly invisible. An official translation transmitted via fax cannot be legally valid. A new problem with faxes is that they usually contain, at the beginning of the page, information about the transmission (time, date, sender, number of pages). We must assess the need to translate this information. In some cases we can consider it as non-pertinent, but in other cases (for instance, evidence in court) it can be of importance and we should include it in our translation. The numbering of pages in the transmission message may not be identical to the numbering of the pages in the original; be careful. As to accepting faxes instead of the original, the considerations made for photocopies hold valid.

**Fiscal paper:** Some official translators prefer to write their translations on fiscal paper. This is not a legal norm; we do not know whether in some countries it is an associative norm. The use of this official paper simply endows the translation with the air of a more formal document.

**Soft copies:** Soft copies are copies on electronic support: diskette, CD, e-mail, etc. They present the same problems as photocopies and faxes as to the possibility of manipulation, even when they do not usually incur problems of legibility or interruption. If scanned originals are transmitted, legibility and completeness are more likely to be problematic. Official translations transmitted on soft copy are not normally considered legally valid, but this might change in the near future with the consolidation of the electronic signature.

Other fields of translation have seen an increase in the use of telework (working from a distant place and communicating with the client through telephone, fax and the internet). This is not the case with official translation, where a close and almost personal contact with the client is necessary. The use of couriers is characteristic of official translation and makes it even more expensive. Courier expenses are usually paid by the client.

## Suggested activities

- 1) Revise the joint-venture contract and the non-circumvention and non-disclosure agreement included in the Appendix. Underline errors, mistakes, inconsistencies, interference from other languages, style, punctuation, use of capital letters, etc. and edit it.
- 2) One page of a guarantee has been interrupted by the fax transmission. A clause reads:

Notice of default shall include a signed affidavit stating the date payment was due under the Loan, the amount [...] accruing each day, the rate at which such interest is computed, and that such amount has not been received by the Obligee.

Try to fill in the blank between the square brackets.

- 3) Rewrite the Pakistani death certificate in Appendix as a series of paragraphs. Remember to organize attestations, signatures and seals in a chronological, logical way.
- 4) Your customer wants you to validate their own translation (cf. activity 3 in chapter 3). How would you do this?
- 5) Translate your own birth certificate into a foreign language. Make it an official translation that complies with both the requirements of your own country's authorities and the foreign country's authorities.
- 6) Which kind of original documents cannot be attached to their official translations? If the final receiver insisted, can you think of any solution acceptable for all the parties?