

TECHNICAL CONSIDERATIONS ABOUT LEGAL TRANSLATION

Several Taboos in Contract Drafting

The translation and drafting of a contract not only determines the appearance of the contract but also reflects the quality of the translators and drafters. In order to leave impression of professionalism and preciseness, the translators should pay attention to the following:

First, No Abbreviation

For other types of writing, the abbreviation will leave natural and friendly tones and readable characteristics. But it is often thought that the formal legal writings, including translation of contracts, it is not proper to use abbreviations. Except for quoting remarks of other people or references that may appear abbreviations, please do not use abbreviations in contracts in order to be faithful to original text or definition terms.

Second, No First Person

The object of a contract is parties or contracting parties, which is not concerned with any interests of the translators, so it is not necessary to use the first person in the translation. Moreover, if the translators focus on drafting or translation, the text will have more authoritative meanings. When the translator describes the facts, the reliabilities and obligations for parties in an objective point of view, the contracts will also embody the objective facts. So, try to avoid “we”, “us” and “our” will win trusts

Our Services



Document Translation Services



Interpretation Services



Desktop Publishing Services



Video Translation Solutions

from parties. Where first person occurs, the translators should try to transfer into the third person.

Third, No Rhetorical Question

Rhetorical question is a question that implicates answers. This kind of questions has strong and obvious aggressive and ironic meaning, which go far away from the objectiveness and fairness of the contracts. And one of the purpose of the contract is to prevent disputes among parties before signing or provide solutions in advance but sowing discord.

Forth, No Slang

Almost all formal types of writings consider slang as taboos and contracts with high level of formality therefore are not comfortable with slang, such as use “wrecked” instead of “totaled”; use “stole” instead of “ripped off”; use “drunk” or “intoxicated” instead of “smashed”. The contract is not pursuing entertainment effect.

Fifth, No Kidding

Contract translation or drafting is not playing a trick, so it should be seriously made. Even if you are quoting a very funny joke, it will make parties think you are not serious to deal with the contracts and it is of high risks to do such things.

Sixth, No Footnote

When the reader is reading the contract, if the reader has to see the footer and then come back to the previous sentence he or she just read, it will make the reading difficult and may distract his or her attention. The contract is not a thesis and the parties have no interest to do research. If

Our Services



Document
Translation Services



Interpretation
Services



Desktop
Publishing Services



Video
Translation Solutions

the footer is needed, it should be solved in other way within the contract.

Seventh, No Misuse of Emphasis

Just as making many terms in a contract in bold, using italic or capital letters to stress will be counterproductive, frequently use of underline will also make readers not find what the focus is and even irritate readers.

Eighth, No Gaudy Font

Nowadays, most people have fully functional word processors, and easily to make fashion and beautiful text by using these software and equipments. Most in America and Britain, most lawyers still use the most complex laser printer to print contracts because the traditional printers will print similar fonts often in Roman type. This indicates that the fonts in Roman type are the most accepted font among lawyers. Because of this, italic and symbols are generally not acceptable.

Ninth, Caution in Using Right Alignment in Composition

Most word processors provide the function of right alignment, but do not use this way in composition unless you have good typewriter and PageMaker to ensure accurate word spacing.

Tenth, No Title on the Page Bottom

Layers often do not start a new page for a dialogue in the contract as well as the conclusion section. In fact, except for the signing page that is on the new page, it is rare to start a new page in the contracts. Anyway, the title should be avoided placing at the bottom.

Our Services



Document
Translation Services



Interpretation
Services



Desktop
Publishing Services



Video
Translation Solutions