

Teaching Specific Purpose Translation: Utilization of Bilingual Contract Document as Parallel Corpus

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Abstract

This study introduced the specific purpose translation teaching to Indonesian undergraduate students at Universitas Al-Azhar Medan, Indonesia. The courses were attended by the Business and Economics students who are new to translation. As parallel corpus, bilingual contract documents in Indonesian and English were chosen to help the students to grasp the conventions and norms in both languages. Dealing with difficulties in teaching specific purpose translation, the procedures and sequence analysis were conducted. The procedures consist of preliminary test, introduction to translation strategy, discussion by compare two translation text, and final test. The sequence analysis were conducted on discussion. This analysis based on semantic, lexical and syntactical aspect. The analysis shows that contract terms were characterized by nominalization, passive voice, sentence length and complexity, impersonality, binominal and multinominal expressions, unusual word order, one syllable and phrase equivalence. The students also recognizes the archaicism, repetition and redundancy, synonymy and redundancy and absorption of foreign words. Based on the commentaries of the students, the use of parallel corpus as a tool in translation exercise has improving their ability in translating and drafting bilingual contract documents. In the end of course, 24 students completing the course and 19 (80%) of them are ready to attend the advance course.

Keywords: translation, teaching, contract, legal, corpus

1. Introduction

The awareness of importance of translation teaching in university has been set by theorists, linguists, and teachers. Schaffner (1998) claims that the translation and related exercises could be beneficial to foreign language learning to improve verbal agility, expand the students' vocabulary, develop their style, improve their understanding of how languages work and monitor and improve the comprehension.

This study concentrates on the advantage of using parallel corpus in teaching translation in university setting. *Parallel corpus* consists of original texts and their translated versions that help students to postulate equivalent relationships between lexical items or structures in the SL and TL. (Barlow, 2000). Using corpus in teaching translation provides learners with real examples and virtually unlimited language data. Pearson (2003) admitted that parallel corpus contains texts and their translations that enable the students to observe the translation strategy when constrained by the original text. Related to the teaching approach, Tercedor-Sánchez, et al. (2005) recommends using of parallel corpus as a tool in the translation class, since learner can access the lexical item and learn its relevant contextual and contextual information.

Translating legal texts is recognized by many translators as one of the most complex types of translation. The task of the translator is not only to study and comprehend the contents, including grammatical differences but also the specific legal systems pertaining to the source and target languages. Siregar (2009) admitted the complexity of analysis on special purpose translation, such as legal text. The translator should have the utmost comprehension on culture, source and target text. Due to the specific purpose of any contract, the legal language within, needs no ambiguity or figures of speech. It is, thus, according to some linguists, the least communicative. Written legal documents are characterized by brevity, economy and neatness. This neatness and clarity is namely intended to prevent fraud, additions, omissions or alterations in the text. (Crystal & Davy, 1969).

Karjo (2015) has discussed some problems encountered by Indonesian students in translating legal English text.

The results shows that the students not only failed to convey the original text message but also failed to construct the acceptable Indonesian expressions in the translation.

Our preliminary test identified the difficulties encountered by students in translating contract document from English into Indonesian and vice versa. Thus, this paper attempts to identify the difficulties faced by students in translating contract documents and provide the sequence analysis based on semantic, lexical and syntactical aspect.

2. Literature Review

2.1 Contracts

Contract as a subfield of law can be considered a sub-genre of legal texts. Contracts are specific types of agreement between two or more parties that is binding in law. Gubby (2007). The core of every contract is a consensus on its content and on establishing a legally binding relationship. Hence, contract creates the “law between the parties” and no-one can be entitled or bound by the terms of a contract if he/she is not a party to it.

Contract draft will vary depending on the nature and complexity of the transaction it reflects. Goddard (2009) proposes the standard components of a contract where some terms that may be considered standard usually appear in documents in contracts in some form or another.

In relation to the legalese of contract and translation, the Indonesian Law 24 of 2009 requires that all contracts entered into with an Indonesian party (public or private) should be made in Indonesian. Article 31 provides that all agreements involving an Indonesian private or public entity entered into after 9 July 2009 which are not in Indonesian will similarly be in violation of Law 24 of 2009 and therefore void. (Undang-undang Republik Indonesia Nomor 24 tahun 2009). Thus it is prudent to ensure that all contracts with Indonesian counterparties are written in Indonesian or in both languages.

2.2 Features of Contract

Contract document as a type of legal texts are formulated in a special language that is subject to particular syntactic, semantic and lexical constraints. Legal language is system bound, and hence is perceived of as a product of a specific history and culture. (Šarcevic, 2000).

2.2.1 Semantic Features

Semantic problems may arise from the difference of culture and legal system. Each society has its own legal concepts, legal norms and ways of applying its laws. Šarcevic (1997) stated that each national law represents an independent system with its own terminological apparatus, underlying conceptual basis, rules of classification, source of law, methodological approaches and socioeconomic principles. Some words that belong to the semantic field of law are words which in everyday conversation have a common meaning, but, when they are put into a legal context, acquire a different meaning. In common with words from natural language in general, terms from legal language have multiple meanings or polysemy. (Mattila, 2006). For example, the equivalent term to *party* in everyday conversation are *pesta* and *partai*, but in legal system is *pihak*.

Another translation problem of contract terms may arise from the differences of the Indonesian contract law and the English common law. In the analysis of contract document, it is particularly relevant to examine the issue of semantic equivalence. The terms of different languages and legal systems cannot be absolutely equivalent (Sandrini, 1996).

2.2.2 Lexical Features

Contract, as a special kind of legal text, has its own language features which are remarkably reflected in vocabulary from the angle of linguistics. The use of vocabulary in contract indicates that contract is binding upon conclusion, and the contract terms are precise and accurate.

Chen and Yun (2014) proposed the differences in lexical features between contract and other legal texts in six aspects: first letter to be capitalized; formal words; technical terms; archaic words; borrowed words; modal verbs. On the lexical feature, the nature of contracts is the use of technical language, i.e. legal terminology and terminology of other areas of expertise contemplated by the contract. Where, due to differences between legal systems, cases of non-equivalence between terms and concepts have to be dealt with, one of the following solutions can be applied: using the source-language term in its original or transcribed version, using a paraphrase, creating a neologism (cf. de Groot, 1998) or the building of calques and/or borrowed meanings (Mattila, 2006).

Alcaraz and Hughes (2002) divided legal term into three subcategories: purely technical legal terms, semi-technical terms and non-technical legal terminology. In dealing with the difficulties of lexical equivalence

finding, English contracts contain a section determining the precise meaning of terms used in the text of the contract to ensure legal certainty. It should not be forgotten that they are definitions by agreement (Alacaraz & Hughes, 2002). Naturally, each contract may define one and the same word differently therefore it is no use for a translator often dealing with such contracts to use the definition sections as glossaries.

2.2.3 Syntactic Features

Gustafsson (1975) observed certain syntactic features that might contribute to the complexity of legal English. As part of legal text, English contract is rigid and formal. The use of long sentences serves the accurate statement of rights and obligations of the relevant parties and leaves no space for ambiguity and misunderstanding. Chen and Yun (2014) identify that the characteristics of the contract can also find manifestation in long sentences and declarative sentence. Moreover, syntactically, English legal language is characterized by the following features:

- 1) Nominalization. Nominalization is the use of nouns in preference to verbs. Maley (1994) remarked that nominalization is most likely to be used in procedural sections in passive clauses with agent deleted.
- 2) Passives. Legal drafters have a tendency to use passive forms rather than active forms because “passive permits an indirect and formal tone with which lawyers instinctively feel comfortable” (Haigh, 2004). However, this can lead to the lack of clarity.
- 3) Sentence length and complexity: the length and complexity of sentences in legal register in English is seldom found in other registers (Haigh, 2004).
- 4) Impersonality: Texts are typically cast in the third person. According to Haigh (2004), it is inappropriate to use ‘*he*’ or ‘*she*’ in a document to refer to a person whose sex is unknown.
- 5) Binominal and multinominal expressions. These are parallel structures, i.e. two words belonging to the same form or class.
- 6) Unusual word order. At times, the word order used in legal document appears distinctly strange (Fakhouri, 2008).
- 7) Use of phrasal verbs. Phrasal verbs play a large role in legal English, and are often used in a quasi-technical sense. For example, “parties enter into contracts, put down deposits, serve upon other parties, and write off debts”, and so on (Fakhouri, 2008).

3. Methods

This study applied qualitative method. Five bilingual contract documents in English and Indonesian have been chosen as parallel corpus for analysis in six course sessions.

3.1 Participants

This study was conducted in classroom setting, attended by 32 students of Business and Economics Department of Al-Azhar Medan.

3.2 Course Plan

The courses were designed and carried out in six different sessions that last in 6 weeks.

In the first session, a questionnaire was given to 41 respondents who are students of Business and Economic Faculty of Universitas Al-Azhar Medan to see their interest and readiness to take the course. The preliminary test was given to see student’s initial ability in translating Indonesian contract document into English. As all students were new to translation, this test was performed to make the learners aware of the brief general translation theories and translation strategy that was proposed by Bell (1991).

In the next session, the students were divided into four groups and introduced the specific nature and layout of contract documents. In this session, the results of preliminary test were discussed. The layout elements that embodied a contract were identified. The feature of contract was introduced in the fourth session. In this session, the students learn the semantic and lexical feature in translating contract. The sequence analysis based on semantic, lexical and syntactical aspect was performed on the first test.

The second test was conducted in the fifth session. Each group was allotted one of fourth parallel corpus for translation. At the end of the session, the groups send their works to trainer, including the note and commentary prepared by participants. The results of test were discussed in the last session.

4. Result and Discussion

Table 1. Participants recognition on syntactic and lexical features

Syntactic and Lexical Features	Participants Recognition		
	Good	Fair	Poor
nominalization	12	5	7
passive voice	18	3	3
sentence length and complexity	22	2	0
impersonality	23	1	0
unusual word order	10	8	4
use of phrasal verb	16	5	3
archaicism	11	8	4
repetition	23	1	0
redundancy	20	3	1
synonymy	14	6	4
absorption of foreign word	12	4	8
Percentage	71.97%	15.53%	11.74%

Table 1 shows the number of participants recognition on syntactic and lexical features after the second test discussion. Most of participants have the good recognition on syntactic and lexical features, the rest are 14.93% fair, and 71.97% poor.

Table 2. Participants attendance and commentary on the course

	Responses
Participants Attendance	
Preliminary Questionnaire	41
Preliminary test	32
Completing the courses	24
Work-groups	4
Participants Commentary on the Course	
Preferred Working in Groups	20
Preferred Working Individual	4
Readiness for Advanced Course	19

4.1 Semantic Feature

While analyzing the semantics of the terms of contract document, it is important to investigate to which extent the terms are identical and not identical. In the analysis of legal terms, it is particularly relevant to examine the issue of semantic equivalence. As stated by Sandrini (1996), the terms of different languages and legal systems cannot be absolutely equivalent. Contract law terms cannot be translated without taking into account, the cultural and legal differences between the systems. The level of equivalence of terms depends on how closely the legal systems are related.

Identification of semantic feature in contract document divided into one syllable and its equivalent and phrase term and its equivalent. Identification of phrase in contract documents that consist of two or more words (phrase) is conducted by identifying the level of frequency of such terms used in the document.

One syllable	Phrase
asset → <i>aset</i>	the payment of severance → <i>pembayaran atas santunan</i>
exhibit → <i>lampiran</i>	in the event of any conflict → <i>dalam hal terdapat pertentangan</i>
party → <i>pihak</i>	the applicable law → <i>hukum yang berlaku</i>

4.2 Lexical Feature

4.2.1 Archaisms

Archaic words are obvious characteristic of contract style. In legal text, the archaic terms which are used by lawyers creates the sense of legalisms. The archaic words that frequently use in contract such as: *pursuant to* (under, in accordance with), *prior to* (before), *subsequent to* (after).

In daily conversation, the expression begin with *therein*, *hereunder*, *thereof*, *theretois* rare in English. At first glance, the student considered it as misspelling before introduced to archaism of English and its equivalence:

Archaic	Plain	Indonesian
hereinafter	below	<i>di bawah ini, berikut, selanjutnya</i>
hereinbefore	above	<i>di atas, sebelumnya</i>
prior to	before	<i>sebelum, merujuk pada</i>

4.2.2 Technical terms

The technical terms encountered in English contract document such as *void* and *bonafide* are purely technical legal term, while other words such as *party*, *attachment*, *consideration*, *execute*, *copy*, *clause* are semi-technical legal terms. In finding equivalence in Indonesian, some of them experiences transposition.

English	Indonesian	Transposition
applicable exhibit	<i>lampiran yang berlaku</i>	applicable [adjective] → <i>yang berlaku</i> [relative clause]
any purported provision	<i>setiap ketentuan</i>	purported provision [phrase] → <i>ketentuan</i> [noun]
stamp duty	<i>materai</i>	stamp duty [phrase] → <i>materai</i> [noun]
income statement	<i>laporan laba rugi</i>	income [noun] → <i>laba rugi</i> [phrase]

4.2.3 Foreign Words

Sometimes, the foreign words or phrases met in contract document, which are mainly of Latin or another language such as *versus*, *pro se*, *sue*, *verdic in propria persona*, *caveat emptor*, *obiter dictum inter alia*, *lesse*, *force majeure*, etc which sometimes have a specific meaning. When dealing with this kind of foreign words, the transliteration or the direct borrowing process may be useful.

While encountering the difficulties of finding equivalence of English term in Indonesian, it is obvious that direct absorption occurs in translation process. For example: *basis* → basis; *copy* → copy; *item* → item; *cover* → cover.

English	Indonesian	Description
net assets	<i>aset bersih</i>	<i>net</i> equivalence with <i>bersih</i> , while <i>asset</i> is absorbed with adjusted form in Indonesian
subcontract	<i>subkontrak</i>	<i>sub</i> is absorbed, while <i>contract</i> is adjusted
subdivision	<i>subbagian</i>	<i>sub</i> is absorbed, while <i>division</i> is translated

Some words experience the adjustments that conform to the rules of absorption and adaptation of foreign terms

applied in the General Guidelines for the Establishment Term. For example: neutrality → *netralitas*; contractor → *kontraktor*; personnel → *personil*; facilities → *fasilitas*.

4.2.4 Synonymy and Redundancy

A number of synonyms referring to the same legal concept may be encountered in contract document. The difference terms with similar notion can be substituted in practice. It surprises students when they found that the English term they are familiar with are borrowed from the French and Latin such as *lessee – tenant, contract – agreement, promise – assurance, void – invalid*. For example:

...in consideration of the mutual promises, and agreements contained in this Contract, the Parties agree as follows..

Beside the synonyms, redundancy was also noticed in contract document. The redundancy arises from the pairs of synonym usage. The synonym pair is called doublets or triplets. When two lexical units are found (nouns, adjectives, adverbs or prepositions), it combined with a conjunction *and* such as *object and purpose, act and deed, custom and usage*, etc. However the pair has the same conceptual meaning.

4.2.5 Repetition

Repetition was another issue in contract document. Although the repetition may be avoided in other written text style, however in legal text, this style intended to avoid obscurity and ambiguity. For example, the repetition of phrase contained in this section:

Legal English	Plain English
<p>Clause 1</p> <p>At its sole option, the Company may provide camp and catering facilities for selected Contractor's personnel who works at specific location. In case, Contractor's employee will not receive the 'meal allowance'.</p> <p>Clause 3</p> <p>At its sole option, the Company may require the Contractor to provide camp facilities and its accessories at Company's cost agreed by Company. Contractor may be required to provide food at a price, type, quality and hygiene/sanitary at the cost agreed by Company</p>	<p>At its sole option, the Company may provide camp and catering facilities for selected Contractor's personnel who works at specific location or requires the Contractor to provide camp facilities and its accessories, food at a price, type, quality and hygiene/sanitary at the cost agreed by the Company.</p>

4.2 Syntactic Features

On the syntactic level, the prevailing sentence structure is characterized by the long sentence, nominalization, the use of the passive voice and impersonal verb forms.

4.2.1 Long Sentence

The long sentence intended to provide the adequate information crucial to parties. In order to serve the adequacy, the contract may be formed by repetitiveness, long noun phrases with plenty of modification, peculiar word order, prepositional phrases, as well as coordinate and subordinate clauses.

English	Indonesian
<p>In the event of any conflict, inconsistency or ambiguity between the terms and conditions of this Contract, the most stringent term or interpretation in Company's favor of the conflicting, inconsistent or ambiguous item(s) shall apply and if all matters are equal, then the Exhibits shall take priority in the order in which</p>	<p><i>Dalam hal terdapat pertentangan atau ketidakjelasan antara ketentuan dan persyaratan di dalam Kontrak ini, maka ketentuan atau penafsiran yang paling menguntungkan Perusahaan akan berlaku terhadap hal-hal yang bertentangan, tidak sesuai dan tidak jelas dan apabila hal-hal tersebut seimbang, maka ketentuan di dalam Lampiran-lampiran akan berlaku secara berurutan</i></p>

they are listed with the former prevailing over the latter, except and to the extent that any special terms in Exhibit B are specifically stated to supersede the general terms of Exhibit A.

menurut urutannya, dimana urutan yang lebih dahulu akan berlaku terhadap ketentuan yang sesudahnya, kecuali terdapat ketentuan di dalam Lampiran B yang secara tegas menentukan bahwa ketentuan di dalamnya akan berlaku diatas ketentuan yang terdapat pada ketentuan umum di dalam Lampiran A.

4.2.2 Nominalization

As a morphological process that makes the long text, the nominalization may be avoided in other written form. In legal context, the nominalization of nouns origin from verbs are often used instead of verbs, such as:

English legal text	Plain English	Indonesian
to be in agreement	to agree	<i>setuju, sepakat</i>
to give consideration	to consider	<i>memperhatikan</i>

4.2.3 Impersonal Style

The impersonal style in contract and general legal text are formed by the use of passive voice. It portrayed whether the doer of the action is unknown or intentionally left out. Apparently, the legal drafters or lawyers intend to create the objectivity impression in the context by avoiding active voice.

Another impersonal style that is frequently found in contract document is omission of singular second person when the specific condition should be taken to create impersonal. *Everyone* or *everybody* is used when a provision applies to all parties; whereas *nobody* or *no one* is used for prohibition. This notion emerges the impression that law is impartial.

4.4 Layout and Contract Elements

In doing this bilingual contract translation, the layout provided for both the Indonesian and English contracts. In English, particular provisions are structured to sections and subsections, while in Indonesian, to articles and paragraphs. Also, it is widely known that target language contract layout should follow the source language layout.

The layout of Indonesian and English contracts apparently has a slight difference. The fundamental sections of both contracts are: 1) *Title of contract* that expressing the core of contract; 2) *Introduction or recital* that specifying the reasons and parties who involved in the contract, sometimes closely defining the nature of the parties' business; 3) *Definitions of terms used in the contract* – an English feature slowly finding its way into other legal languages; 4) *Operative provisions* that contains rights and obligations, usually introduced by a performative verb; 5) *Various provisions* that express the consideration, giving guaranties; 6) *Closing* that introduce the signatures, usually containing the date and place; 7) *Signature lines*; 8) *Schedules* (annexes, if any) – in case the contract refers to them.

5. Conclusion

Legal translation is often more difficult than other types of technical translation because of the system-bound nature of legal terminology. Unlike scientific or other technical terminology, each country has its own legacy which will often be quite different even from the legal terminology of another country. Drafting the contract document is challenging, for it has formal and rigid legal words. The best way to do it is to give students the parallel corpus which allows a contrastive analysis of two languages. Technically, the most difficulties section in teaching translation for students is archaism. Overall, the course material, such as brief theory to translation and basic knowledge to contract principles drafting has enhanced the students' competency in the specific legal writing style.

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