



Some tips for improving Spanish-to-English legal translations

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Summary:

This article will present some tips for enhancing the precision of Spanish-to-English translations of legal and business documents.

Key Words: Execution, performance, according to, in accordance with, pronominal adverbs

Resumen:

Este artículo presenta algunas ideas para agudizar la precisión de traducciones jurídicas y documentos de negocio del español al inglés.

Palabras clave: Ejecución, desempeño, según, de acuerdo con, adverbios pronominales

Résumé :

Cet article présente quelques idées pour affiner la précision des traductions juridiques et des documents d'affaires espagnol-anglais.

Mots clé : Exécution, performance, selon, en accord avec, adverbies pronominaux

Introduction

This article will offer suggestions for enhancing the accuracy and clarity of Spanish-to-English translations of legal and business documents. The following issues will be discussed:

- Words of contract formation and implementation
- Using suffixes to distinguish parties to a transaction
- Referring to sources of information vs. sources of obligation
- Deciphering pronominal adverbs
- Indicating future obligations
- A few words about dates and numbers

1. Words of contract formation and implementation: beware of false friends

Consider the following examples of common Spanish contract terms and their frequently-encountered English translations:

Las partes han acordado celebrar el presente contrato con el fin de construir un puente.

The parties have agreed to celebrate this contract for the purpose of building a bridge.

Las partes se comprometen a ejecutar el contrato bajo los más altos estándares de calidad.

The parties are obligated to execute the contract under the highest quality standards.

At first glance, these translations of the underlined Spanish and English cognates seem quite reasonable. But the context prevents us from taking this easy route, because when used to denote actions involving contracts, the translations of these verbs are incorrect.

The first statement refers to the *formation* or *making* of the contract. For both oral and written contracts, this can be expressed in English by the term *enter into*. For written contracts and other formal legal documents (such as wills or deeds), the word *execute* can be used to denote the act of signing. Therefore, the first sentence could be properly translated as follows:

The parties have agreed to enter into / execute this contract for the purpose of building a bridge.

(The parties might *celebrate* with champagne after the *execution* of their contract, but they would not celebrate the contract per se.)

Correcting the first translation makes it evident that we have a “false friend” problem in the translation of the second statement. The use of the Spanish verb *ejecutar* refers to the *implementation* of the contract, or the carrying out of the actions that will be taken to fulfill the purpose or obligations of the contract. This is commonly expressed in English by the word *perform*. Thus, the second sentence should be translated as follows:

The parties are obligated to perform the contract under the highest quality standards.

Special care must be taken with the English translation of *celebrar/celebración* and *ejecutar/ejecución* in relation to contracts, so as to avoid significantly changing the substantive meaning of the parties’ agreement. In the example above, the parties and their attorneys certainly intended to require the observance of high quality standards throughout the life of the contract, and not only during its signing.

2. Using suffixes to distinguish parties to a transaction

The following example illustrates a common way to refer in Spanish to the parties to a contract for the provision of goods or services:

El Contratista se compromete a proveer al Contratante los servicios técnicos relacionados en Anexo A.

The problem is that many Spanish-English dictionaries define both of these terms in the same way, usually as *contractor* or *contracting party*¹, giving us a translation such as the following:

The Contractor is obligated to provide the Contracting Party with the technical services listed in Attachment A.

This is, to say the least, rather unsatisfactory, as it would not take long for the reader of the contract to lose track of who is who.

A better solution would be the use of suffixes that distinguish the party who is to supply the goods or services from the party who is to receive or benefit from them. Just as Spanish provides the alternative suffixes “*ista*” and “*ante*”, English gives us “*or*” and “*ee*” – the former indicates the party who gives, and the latter indicates the party who receives.

The following table lists several examples of “*or-ee*” pairs:

Verb	‘OR’ the party who creates or gives	‘EE’ the party who receives or benefits
advise	advisor	advisee
assign	assignor	assignee
contract	contractor	contractee
donate	donor	donee
lease	lessor	lessee
mortgage	mortgagor	mortgagee
oblige	obligor	obligee
pledge	pledgor	pledgee
transfer	transferor	transferee

¹ Two excellent dictionaries that do this are: Cabanellas de las Cuevas, G.; Hoague, E. (2006). *Diccionario Jurídico / Law Dictionary*; and Collins (2009). *Spanish-English Dictionary*.

The problem raised in the example above can thus be resolved with the following translation:

The Contractor is obligated to provide the Contractee with the technical services listed in Attachment A.

3. Referring to sources of information vs. sources of obligation

Two phrases commonly found in legal and business documents that are frequently confused because of their similarity are *according to* and *in accordance with*. There is a small but significant difference in meaning between them. Consider the following translation examples:

De acuerdo con los estatutos la junta directiva tiene cinco miembros.

According to the bylaws the board of directors has five members.

La decisión de declarar un dividendo fue adoptada por la junta directiva de acuerdo con los estatutos.

The decision to declare a dividend was adopted by the board of directors according to the bylaws.

The first sentence refers to the bylaws as the *source of information* about the number of board members. This is the function of the phrase *according to* – to indicate the source of information, opinion, prediction, etc.

But this is not how *according to* is meant to be used in the second sentence. We can be quite sure that the bylaws do not specifically refer to the adoption of this decision to declare a dividend. Rather, the second sentence is intended to affirm that the decision of the board was adopted in compliance or conformity with the rules contained in the bylaws for the adoption of such decisions. In this case, the bylaws are referred to as the *source of authority or obligation* governing the adoption of board decisions. And reference to this type of source is the function of the phrase *in accordance with*.

Thus, the second sentence should be translated as follows:

The decision to declare a dividend was adopted by the board of directors in accordance with the bylaws.

The following table summarizes the distinction between these two phrases, with a couple of alternative phrases for each:

<p>ACCORDING TO a source of information</p> <p><i>According to many travel experts, Colombia is the next big tourist destination.</i></p> <p>Based on . . . In the opinion of . . .</p>	<p>IN ACCORDANCE WITH a source of obligation or authority</p> <p><i>The company filed its tax returns in accordance with requirements established in Article 79 of the Tax Code.</i></p> <p>In conformity with . . . Pursuant to . . .</p>
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4. Deciphering pronominal adverbs, in two steps

Pronominal adverbs are used a great deal in English legal documents to refer to specific times and places in and around a document or event. Many are formed by attaching an adverb or preposition to the words *here* and *there*:

- *HERE* refers to the document that you are reading or the event being discussed; and
- *THERE* refers to a different document or event.

Legal adverb	Meaning
hereafter / thereafter	in the future, at a subsequent time
hereby / thereby	resulting from the document
herein / therein	appearing in the document
hereinafter / thereafter	referred to later in the document
hereof / thereof	relating to the document or part of it
hereto / thereto	usually refers to an attachment to the document
heretofore / theretofore	previous to the production of the document
hereunder / thereunder	mentioned in the document
herewith / therewith	accompanying the document

These adverbs can be difficult to fathom even for native speakers. Reviewing how to construct them may help in understanding their meaning. Consider this contract provision:

The technical specifications are attached to this contract.

Rather than have the contract explicitly refer to itself, we can restate the provision as follows:

The technical specifications are attached hereto.

How did we get from attached to this contract to attached hereto?

Step 1: Convert this contract to here. Now we have attached to here.

Step 2: Reverse the preposition and adverb, and join them into a single word.

This gives us attached hereto.

Here is another example, with a reference to a document outside the one that contains the provision:

The parties have read the Confidentiality Agreement and accept the terms included in that document.

We can be a little more efficient by restating this provision with a pronominal adverb as follows:

The parties have read the Confidentiality Agreement and accept the terms included therein.

How did we get from included in that document to included therein?

Step 1: Convert that document to there. Now we have included in there.

Step 2: Reverse the preposition and adverb, and join them into a single word.

This gives us included therein.

5. Indicating future obligations

The modal verbs *will* and *shall* are both used for giving information about the future. *Shall* is more commonly used in general British English, but in the United States it is used mostly in formal legal writing. Lawyers use *shall* to convey the idea of obligation. When the context indicates that a future action is mandatory, *shall* is preferred over *will*. This can be demonstrated by the following example:

El periódico dice que la compañía designará un ingeniero para inspeccionar el trabajo. The newspaper says that the company will designate an engineer to inspect the work.

El contrato dice que la compañía designará un ingeniero para inspeccionar el trabajo. The contract says that the company shall designate an engineer to inspect the work.

The use of *will* in the first sentence is appropriate because the newspaper is simply reporting a future action. However, *shall* is the better translation in the second sentence because the contract does not merely describe a future action, it prescribes a future obligation.

6. A few words about dates and numbers

The importance of properly converting date and number formats in translations cannot be overstated, yet it is often overlooked. Here are a few points to keep in mind to ensure the accuracy of date and number representations in Spanish-to-English translations.

Date formats

Translations from Spanish to British English should not present date format problems, since Europe and Latin America share the day/month/year (d/m/y) format. But translations to American English require the conversion of dates to the month/day/year (m/d/y) format. For example, *8/3/2012* in Spanish must be changed to *3/8/2012* in American English.

Number and decimal separators

The use of commas and periods as thousands and decimal separators is exactly the opposite in Spanish and English. Also, the apostrophe or upper comma is used as a separator in large Spanish numbers, but not in English.

Spanish	English
13'493.692	13,493,692
27,68%	27.68%

Ordinal vs. cardinal numbers

Ordinal numbers are often used in Spanish to identify contract clauses and sections of laws, while cardinal numbers are more commonly used in English for these purposes:

Spanish	English
Cláusula Sexta	Clause Six
artículo 2º del Código Civil	Article 2 of the Civil Code

Conclusion

This article has addressed a few common problems encountered in Spanish-to-English legal and business translations. It is hoped that the information provided will help enhance the professionalism of your work.