

Approaching plain language in a legal translation classroom

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Abstract

Since plain language is a reality of today's legal writing, though admittedly not as widespread as it could be, it should also be addressed in legal translation courses going beyond a mere mention of the plain language movement and its contrasting with legalese. Therefore, this paper will discuss why and how legal translation trainees should be introduced to the principles of plain language in a systematic way, especially with reference to English. The use of plain language may involve two dilemmas for legal translation trainees. First, when asked to translate an English legal document written in plain language, they may need to decide whether to keep the style in the translation into a language in which plain legal documents may be less widespread. Second, when translating into English trainees may face a dilemma whether to apply the principles of plain language or seek inspiration from parallel documents which may be written in legalese rather than plain language. The second dilemma is especially acute when translating to English as a foreign language. It is believed that any dilemma is easier to tackle when the person facing it is equipped with a systematic decision-making approach. Accordingly, the paper will present a series of activities to raise trainees' awareness of the principles of plain language, the use of relevant resources, and the compliance with such principles in legal drafting, including the grey zone of "false legalese", as well as activities to be able to make informed and reasoned decisions on transferring plain language features from English into other languages, as well as on applying plain language principles when translating legal documents into English. The exercises will be based on authentic materials and adaptable to different language pairs involving English as well as different teaching contexts.

Keywords: legal translation training, plain language, legalese, L2 translation, false legalese

Introduction

Plain language has been promoted (not only) in legal writing for several decades. Although its uptake has been faster in certain jurisdictions (e.g. Australia) and in certain genres (e.g. legislation, jury instructions, consumer contracts) than in others, it is undoubtedly one of the existing approaches in legal drafting. This means that legal translators need to be introduced to it. A number of legal translation textbooks (e.g. Alcaraz Varo and Hughes, 2002; González Ruiz, 2004; Giampieri, 2023) mention plain language and its features, and contrast it with legalese¹, but seldom provide specific guidance as to its implications for legal translators, or legal translation trainees. Interestingly, Cifuentes and Lackey (2018) report that some legal translation agencies require the translators to read Garner (2013) as a starting point. Therefore, this paper will discuss plain language from the classroom perspective, and will propose a step-by-step approach, including a series of exercises, to introduce trainees to the role of plain language in legal drafting and to the translation challenges it may involve. The fact that plain language is an extremely relevant issue in legal translation training is supported by anecdotal evidence such as that presented by González Ruiz (2014) that unseasoned translation trainees often bring with them preconceived ideas of what a legal text should look like and thus produce texts full of “non-sensical syntactical and terminological calques”. In fact, Arturo (2020) argues that there is substantial resistance in the legal translation community against the use of plain language on the grounds that it may “dumb down” the legal texts or that translators are not the primary drafters.

The underlying premise behind this paper is that legal translators better serve communication if their translations are clear and easy to understand, and this applies to any language pair and any direction. Therefore, plain language approach to legal translation should be supported and promoted as much as possible as also argued by González Ruiz (2014). This paper will not, however, go into detail on how to translate convoluted English or Spanish legalese into plain Czech, Spanish, or English, but will rather address a number of specific issues related to plain legal English and especially legal translation into English as the second language (L2).

1. In this paper, legalese is used in a very broad sense meaning “language used by lawyers and in legal documents that is difficult for ordinary people to understand” (Cambridge Dictionary). Even though it may be perceived as pejorative sometimes, no judgment is made here.

2. Legal translation trainees' dilemmas

In their training and future professional practice, legal translation trainees may encounter two dilemmas with respect to plain language. First, when asked to translate an English legal document written in plain language, they may need to decide whether to keep the style in the translation into a language, whose legal culture does not promote the use of plain language as much as the English-speaking legal world, such as Czech or Polish (see Setkowicz-Ryszka, 2022).

The second dilemma concerns translation from the trainees' native language into English (as their L2). Over the course of their training, trainees are constantly reminded to look for parallel texts and use them in order to adhere to the discursive conventions of the target language (TL). In fact, adhering to such conventions of the particular genre (e.g. a contract) is an inherent part of legal translation competence (see Prieto Ramos, 2011), and accordingly the use of such parallel texts, and even a compilation of ad hoc corpora consisting of such texts, has been promoted by a number of authors, e.g. Prieto Ramos (2009), Gallego-Hernández (2018) for economic texts, or Scott (2012) for legal texts. Schmitt (1998) even argues that relying on a body of texts already produced in a particular domain in the TL helps a non-native translator develop a repertoire of formulations pertaining to a specific topic and text type, and the translations produced need not be of lesser quality than those produced by native speakers. Interestingly, Duraner (2012) has shown that the actual use of parallel text may not be as widespread, and there is a gap between scholarly recommendations and the practice. The other resource trainee translators are advised to use includes contract or legislative drafting manuals (e.g. Lunn, 2017) or style guides. Such manuals and handbooks provide explanations and guidelines on how to draft the respective documents and, as argued by Washbourne (2012, p. 2), "constitute a key heuristic tool and pedagogical scaffolding in translator training environments".

The advice trainees find in such manuals, however, is very often different from what they see in the retrieved parallel documents. While the manuals and style guides recommend using short sentences, keeping the subject and verb close together, getting rid of *shall*, using active voice instead of passive voice, or not using chains of synonyms or archaic words such as *hereinafter*, or *notwithstanding*, the parallel texts often include long and convoluted syntax, abundant and non-consistent use of *shall* as well as frequent use of all the words designated as archaic in the drafting manuals. Such a situation may leave legal translation trainees confused and unless they have internalized a systematic, logical, and consistent approach to dealing with the dilemma, the

translations they produce may show signs of inconsistency or arbitrary use of legal language. In today's world, when we are exposed to information from many different sources, such confusion may be even worsened. For example, my trainees are advised to use relevant social media as a source of knowledge about legal language and legal translation, particularly LinkedIn. However, since the content posted depends solely on the author, it may be then confusing that even experts claiming they “help lawyers communicate fluently and confidently with their clients” then post recommendations to elevate legal drafting by using words such as *henceforth* or *sundry* advising the audience to “subtly integrate 'sundry' to refer to various miscellaneous items or provisions within the contract” (Hamer, 2023).

It may be rightly objected that the solution to both dilemmas may lie in the translation brief and the purpose of the translation, as also argued by Hammel (2000), who stresses the importance of the audience. In reality, legal translators receive a detailed translation brief rather rarely, and even less rarely do they receive a specific legal style manual to use. In other words, it is often up to the translators themselves to decide how they will proceed taking the recipient of the audience into account. Thus it is useful to introduce trainees to the different categories of documents from lawyer-facing to layman-facing ones. Therefore, I believe that it is necessary to introduce legal translation trainees to these dilemmas as part of their training and equip them with tools to make reasoned decisions about the (non-use) of legalese and/or plain language in their translations emphasising effective and efficient use of the resources available, including the parallel texts. This does not mean telling the trainees that one option is superior to the other, but rather raising their awareness of the issue, and possibly providing tools for their professional practice.

The second dilemma is especially acute in countries and cultures where L2 translation is a common practice. I am fully aware of the fact that there are cultures and language pairs where the native speaker principle is applied and translators only work into their mother tongue, and sometimes inverse translation² is even looked down on. This is not the case of the Czech Republic and in line with Mraček (2018, p. 203), I argue that it makes “little sense to banish inverse translation from the market”. First, the demand for translations from Czech (being a language of limited diffusion) into a foreign language is such that there are far from enough native speakers able to satisfy the demand. Therefore, inverse translation is simply inevitable, which is confirmed by Svoboda (2011), who found out that 61% of translators active on the Czech market worked both to

2. Inverse translation is defined as translation out of one's mother tongue. Mraček (2018, p. 202) mentions a number of other labels that are used in the literature, such as *translation A-B*, *service translation*, *L2 translation*.

and from Czech. Second, surprising as it may be, translation into a foreign language is required by law. When someone is appointed as an official translator in the Czech Republic, they are automatically assumed to be able to work both directions, and my experience shows that a substantial amount of their work consists of translations into a foreign language. However, this does not, by necessity, imply poor results. I fully endorse the conclusion of Beeby (1998, p. 66), who claims that “given access to sufficient documentation, conscientious inverse translators can produce competent translations of the standardized discourse fields which are common in business, science, technology and public administration”. In such a context, legal translation trainees, with law being a good example of a standardized discourse field as referred to by Beeby, must be trained for inverse translation, including the use of plain language.

3. Plain language-legalise continuum

Before discussing specific language examples, it is first necessary to define what plain language actually means. In fact, it often refers to a heterogeneous set of recommendations going from “eliminating archaic and Latin words”, which is often quoted as the first recommendation on the list (Williams, 2005, p. 177), to “prefer short and medium-length sentences.” Therefore, I believe it is practical to conceptualize legal language as a continuum with the “radical” recommendations of plain language at the one end of the continuum and the “traditional” legalise with all its features at the other end as shown and exemplified in Figure 1. Most of the time, translations will be positioned somewhere on the cline and using what is sometimes referred to as “useful legalise” (see Lunn, 2017). Such language may be useful on several grounds, e.g. it may express a specific legal relation and thus have an interpretative value (e.g. notwithstanding), or it may be concise (*hereto* as opposed to *to this Agreement*), or may be a set phrase that is well established (e.g. terms and conditions). Alternatively, some words such as *shall* may be criticized by plain language proponents due to their ambiguity, which may be, however, mitigated or eliminated by their disciplined use (see Klabal, 2018).

PLAIN LANGUAGE	USEFUL LEGALESE	LEGALESE
STRUCTURED PARAGRAPHS (INCLUDING LISTS AND HEADINGS)	PARAGRAPHS BROKEN INTO SHORTER SENTENCES	LONG PARAGRAPHS AS ONE SENTENCE
NO SHALL	DISCIPLINED USE OF SHALL	ABUNDANCE OF SHALL
NO HERE-/THERE- WORDS	ONLY HEREINAFTER, HERETO, HEREIN	THEREAT, HEREFOR
NO DOUBLETS OR TRIPLETS	TERMS AND CONDITIONS	REST, RESIDUE AND REMAINDER
UNDER/ON/BY	IN ACCORDANCE WITH, AS OF	PURSUANT TO
		ARCHAIC PHRASES <i>party of the first part</i> <i>know all men by these presents</i> <i>wherefore premises considered</i>

Figure 1. Plain language-legalese continuum

Exercise 1³:

TASK: Discuss in pairs or groups the following examples of legalese and decide where on the cline they fall and whether they could be used as “useful legalese”.

<i>any and all</i>		<i>be it acknowledged that</i>
<i>witnesseth</i>		
<i>pursuant to</i>		<i>to sign these presents</i>
<i>hereto</i>		
<i>last will and testament</i>		<i>in the event that</i>
<i>notwithstanding</i>		
<i>including, but not limited, to</i>	<i>rest, residue and remainder</i>	<i>able and willing</i>
<i>in witness of</i>		<i>whereof</i>
<i>and/or</i>		

3. Unless specified otherwise, the examples used in the exercises have been extracted from authentic documents encountered in the author’s professional translation practice, including real translations from Czech into English. Intentionally, authentic English examples have not been used to make trainees work with examples where the Czech source text may be traced, and show them that even such examples are redraftable in plain language.

The aim of Exercise 1 is to raise trainees' awareness of the heterogeneity of what is referred to as "legalese" and make them think about the function, and usefulness, of such phrases. It is believed that legal translators are rarely free to make their translation as plain as possible and clients "like to see" some legalese in legal documents⁴, so it is good to know which legalese may be useful and may give the text some legal flavour and thus meet recipient expectations, and at the same time serve some purpose. Giampieri (2016) refers to such expressions as "false legalese" and argues that the meaning of most of the terms can be inferred rather easily by a layperson. Accordingly, trainees should be sensitized to using such useful or "false" legalese, and thus "not throw the baby out with water". This is also supported by Arturo (2020, p. 99), who argues that the right approach to embracing plain language in legal translation is the middle ground, i.e. while "fidelity to source means nothing can be added or subtracted from the text we're translating and translators are bound by the tone, style and register of the source text, it is equally true that if plain language is about clarity, then plain language can easily be applied to legal translation without being unfaithful to the source."

Exercise 2: False legalese

TASK: Complete the followings sentences with one of the following examples of false legalese: *accordingly, as a result of, consequently, fails to, in order to, in respect of, in the event of, prior to, provided that, pursuant to*

- _____ the Client places an order orally (by phone or in person), the contract is formed upon performance by the Provider and these Terms and Conditions are incorporated by reference therein.
- If any taxes, custom duties, or any other payments affecting the price of the services, are increased, the price will be increased _____.
- These Terms and Conditions supersede any prior discussions, negotiations and agreements between the Provider and the Client _____ the services.
- If the Client _____ do so, the Provider is under no obligation to provide Interpreting and the Client is not entitled to any discount.
- In the case of material defects, Clients may withdraw from the Contract or demand replacement services _____ the nature of the services allows them to be returned or handed over to the Provider.
- From the commencement of the position or the effective date of changes in the job

4. Applies to original documents, too.

description you have been employed with our organization to hold the above-specified post and _____ have the following responsibilities:

- The Company processes such data under Article 6(1)(b) of the GDPR, i.e. processing of Customers' personal data is necessary for the performance of a contract to which the Customer is party or _____ take steps at the request of the Customer _____ entering into a contract.
- All Contractor work product and services provided and prepared _____ this PSA shall be considered work-for-hire.
- Unless agreed otherwise by the Client and the Provider, any cancellation, limitation, or frustration of the serviced ordered by the Client _____ any act or omission by the Client or a third party renders the Client to be bound by the Contract and the Client shall pay the agreed fees in full to the Provider.

The aim of Exercise 2 is to see how certain phrases and expressions that could be considered false legalese are used in context. The exercise may also be followed by brainstorming on how to reformulate the sentences using equivalent, possibly plain, phrases.

Exercise 3: Critical analysis of recommendations for the use of legal vocabulary

TASK: Read the following recommendations on using advanced legal vocabulary from a LinkedIn (Hamer 2023) post and decide which of them recommend using plain language, legalese, or false legalese. How would you position them on the continuum?

- Employ 'inure' when specifying how benefits or obligations will accrue to particular parties over time.
- Add a touch of formality by using 'henceforth' to denote a point in time from this moment forward.
- Deploy 'notwithstanding' to signal a contrast or exception, particularly in the face of conflicting provisions.
- Elevate discussions about annulment or repeal by incorporating 'abrogate' into your contractual language.
- Employ 'quid pro quo' to succinctly express a reciprocal exchange of goods, services, or promises.

Exercise 3 aims to make trainees beware of recommendations and advice they may find in certain sources, e.g. on social media, and make them critically analyse such recommendations with

reference to the plain language-legal continuum. This exercise may be followed, or preceded depending on the intended learning progression, by Exercise 4, which introduces trainees to some of the “golden” principles of plain language. The exercise may be accompanied by some background readings (e.g. Kimble, 2011; Widick, 2005; Wiggers, 2011).

Exercise 4: Plain language principles and legal translation

TASK: Read the following principles of plain language adopted from Garner (2013) and Arturo (2020) and discuss to what extent they could be applied in legal translation. Do you see them applied in English, or in legal documents drafted in your language?

- Divide the document into sections and use informative headings for sections.
- Omit needless words.
- Keep your average sentence length to about 20 words.
- Keep the subject, the verb and the object together.
- Prefer the active voice over the passive.
- Avoid double negatives or exceptions to exceptions.
- Use strong, precise verbs.
- Refer to people and companies by name.
- Turn -ion words into verbs where you can.
- Avoid doublets and triplets.
- Avoid multiple conditionals in a single sentence.
- Avoid using the same word for multiple meanings.

The aim of Exercise 4 is to make trainees realize that while some of the plain language recommendations are implementable in legal translation (e.g. using active voice), others may be only applicable to the drafters of original texts (e.g. dividing a document into section).

Exercise 5: Identifying legalese and corresponding plain language alternatives

TASK: Work in pairs or groups to identify any features that may be considered legalese and discuss how you would treat them in light of the plain language principles.

- *The payment of the first part of the purchase price shall be effected after an amount corresponding to the amount that is intended for the submission to XPR on the basis of a final decision of the bankruptcy court on cancellation of bankruptcy against the assets of XPR (hereinafter the “Amount”) has been deposited in the Escrow Agent’s escrow account (hereinafter the “Escrow Account”) pursuant to Art. 2 of the Agreement on Modification of the Amount of Receivables, Distribution of Revenues and Accession to Obligations, executed on the present day by and among the Sellers, the Buyer and XPR.*
- *In view of the fact that, not only Alfa, but also Beta as the holder of intellectual property rights to the Gama application and operator of the application on the Internet, is in the position of personal data processor in respect of data provided by the clients, the Parties enter into this Agreement.*

Exercise 5 aims to make trainees apply the principles introduced in the previous exercise in practice. The principles that may be applied include turning passive sentences into active, reducing nominalizations, replacing complex prepositions or conjunctions, and also splitting long sentences.

4. Plain language and L2 translations

I believe that specific training is required for the L2 translation where the premise “keep it simple” is even more relevant than in translation into L1. Therefore, a series of exercises is proposed to raise trainees’ awareness of what tools the plain language campaign offers, and to practise the use of some of the tools. Such systematic, possibly drilling, practise is important to make trainees see the potential for applying the plain language principles in their practise.

The first exercise will focus on cutting long sentences, which are frequent in Czech legal texts and thus often need to be translated into English. In this respect, it is relevant to note that there is some opposition among clients, lawyers and possibly also translators to splitting a long sentence in the source text to more sentences in the target text, often arguing that the translation would no longer be literal and that it means overstepping the translator’s role. Leaving aside the discussion what a literal legal translation means, and whether it is desirable, the only practical argument in support of not splitting long sentences is the possibility of subsequent negotiations about the text, where a

different number of sentences could result in referential confusion. This is easily avoided by using a semi-colon which enables splitting the idea conceptually into shorter clauses, but formally keeping the sentence unsplit.

Exercise 6: Splitting long sentences

TASK: Work in pairs and think about ways to split the following sentences taken from legal translations from Czech into English to make them easier to read.

- *With reference to Section 52 (c) of Act No. 262/2006 Coll., the Labour Code, as amended (hereinafter the “Labour Code”), on 19 May 2010, the Defendant delivered to the Plaintiff a notice of termination of the employment relationship, stating as the grounds for termination organisational changes in the Defendant’s organisation – redundancy of the Plaintiff (hereinafter the “Notice”).*
- *The purchase price shall be paid to each of the Sellers in two parts, where the first part shall amount to CZK 9,999,999 and the second part shall amount to CZK 1.*
- *This Agreement has been drawn up in two counterparts in the Czech language and two counterparts in the English language, where each Party shall obtain one counterpart of each language version.*
- *The purchase price shall be determined by an auditor selected by XXX from the List of Auditors and Audit Companies of the Czech Republic, where the auditor shall determine the purchase price according to the following rule:*

The following exercises focus on changing passive to active, reducing nominalizations or avoiding complex prepositions or conjunctions.

Exercise 7: Turning passive sentences into active

TASK: Work in pairs and discuss whether the following sentences can be turned from passive into active. If yes, what changes does it involve? If not, why?

- *All information set out in this Agreement is deemed by the Parties as confidential.*
- *Following the endorsement, the Shares shall be delivered by the Escrow Agent to the Buyer.*
- *The consideration for the transfer shall be payable within ***** days of execution hereof by a bank transfer into the Transferor's account specified in the header hereof or in some other manner notified by the Transferor to the Acquiror in time and in accordance with this Agreement, as appropriate.*
- *For the purpose of drawing, an advance shall be requested by the Borrower pursuant to a notice of drawing.*
- *Shipping costs that apply to shipping abroad may be charged extra.*
- *The wording of the Terms and Conditions may be amended or modified by the Provider.*
- *In the event of payments by wire transfer to the Seller's account, the delivery time is 14 business days after the amount has been credited to the Seller's account for deliveries in the Czech Republic.*
- *Customers are not obliged to accept the shipment if the packaging indicates that the shipment has been interfered with without authorization.*
- *If the Real Property fails to be handed over on the date specified in Paragraph 8.1. for reasons on the Buyer's part, the Parties are obliged to agree on a new date of handover.*
- *Neither this NDA nor the obligations hereto may be assigned or delegated by Contractor, by operation of law or otherwise, and any attempted assignment or delegation shall be a breach of this NDA.*
- *The rules for using the above property and/or equipment and the method of payment for the costs incurred in relation to the use are defined in an internal regulation of the Employer.*

The sentences used in Exercise 7 have been selected to raise trainees' awareness of a number of uses of passives (see Swan, 2005), some of which may be avoided more easily than others. The exercise is followed by an in-class discussion on the role of the (implicit) agent and what this means for rephrasing the passive.

Exercise 8: Reducing nominalizations

TASK: Work in pairs to identify any nominalizations that could be reduced. Then redraft the sentence individually in simpler language and compare your version with your colleague.

- *Maturity of the second part of the purchase price is bound on simultaneous fulfilment of the following conditions.*
- *In the period between the filing of the request by the Buyer and the creation of the Second Mortgage the Buyer is not deemed in default with the payment of the Purchase Price.*
- *This is without prejudice to the right of the Seller to seek compensation of damage caused by the failure to meet the obligation secured by contractual penalty, even if exceeding the actual contractual penalty.*
- *If the claim arising from liability for defects has the form of purchase price reduction, the Seller's liability shall be limited by the acquisition price of the Goods.*
- *On x, the General Meeting of AAA decided on distribution of profits of the company in the amount of CZK x by means of payment of dividends to the shareholders of the company.*

Similarly to the previous exercise, Exercise 8 aims to make trainees see the potential for eliminating nominalizations, which may often be carried as an interference from their source language.

Exercise 9: Replacing complex prepositions and conjunctions

TASK: Match the complex prepositions and conjunctions on the left with their plain alternatives on the right. Try to use them in sentences.

for the reason that	after
subsequent to	under
inasmuch as	to
on the ground that	then
pursuant to	because
with a view to	like
in the nature of	until
by virtue of	since
at that point in time	because
until such time as	by

Finally, Exercise 9 is a matching activity to introduce trainees to some plain alternatives to complex prepositions and conjunctions, some of which qualify as “pure” legalese, other may be considered false or useful legalese.

5. Learning to be disciplined

This section focuses on a number of phenomena, which may complicate legal texts if used indiscriminately, but may be useful if used in a consistent and disciplined way, with the verb *shall* being a case in point as presented by Klabal (2018). Other such phenomena may include the pronominal deictical adverbs such as *herein*, *thereto*, which may be “practical and concise textual tools only if one clearly and properly understands how they operate in a legal text” (Osminkin, 2020, p. 77), or doublets and triplets. Another example is the word *hereby*, which should be reserved for performative verbs (see Wiggers, 2011) but is often used together with verbs of speaking or other verbs, where it does not perform any function. Therefore, Exercise 10 aims to present trainees with a variety of contexts where *hereby* is used to make them think about the role it plays.

Exercise 10: Hereby

TASK: Discuss the following examples and decide whether the use of *hereby* is justified.

- *I hereby certify that all of the information provided by me in this application (or any other accompanying or required documents) is correct, accurate and complete to the best of my knowledge.*
- *I hereby give notice that I withdraw from my contract for the following:*
- *You hereby grant Apple the right to take steps Apple believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement.*
- *The Organizer hereby agrees (1) to pay for such Transactions; (2) that Transactions initiated by Family members are authorized; and (3) Transactions will be charged to eligible payment methods in the manner indicated in Section B above.*

The issue of synonymical pairs and doublets and triplets from the training perspective has been dealt with elsewhere (Klabal, 2022) in detail with a number of training exercises proposed. For the sake of completeness of the paper, Exercise 11 is included as a reminder that synonymical pairs are also an area where disciplined use is required since trainees need to distinguish between such

phrases which where the constituents carry different meanings and those where the meaning overlaps.

Exercise 11: Doublets and triplets

TASK: Discuss in pairs whether the following *and* or *or* expressions bring any added meaning, or whether they are just synonymic pairs and could be eliminated. Would you use them when translating into English?

<i>terms and conditions</i>	<i>on or before</i>	<i>breaking</i>
<i>and entering</i>		
<i>power and authority</i>	<i>by and between</i>	<i>any and all</i>
<i>drinking and driving</i>	<i>null and void</i>	<i>last will</i>
<i>and testament</i>		
<i>force and effect</i>	<i>save and except</i>	<i>order,</i>
<i>adjudge and decree</i>		

It is important for students to realize that there are even differences between different legal systems, so e.g. *force and effect* may be considered a doublet in one legal system, but may involve a legal difference in another.

6. Translating English plain language

This section briefly addresses the other dilemma mentioned above, i.e. translating a legal document written in plain English into a language when the legal style is less plain, and in order to adhere to target text conventions and not to hinder or damage communication (Kussmaul, 1997), it may be necessary to “sophisticate” the language used (see Setkowicz-Ryszka, 2022). Since legal drafting manuals may not be available in the trainees’ target language in the extent they are available in English, trainees may be reminded of the judicious use of parallel texts. Therefore, Exercise 12 aims to raise trainees’ awareness of what such a document may look like and what features may be identified as plain or even colloquial.

Exercise 12: Analysing a plain language legal text and its implications for translation

TASK: Identify in groups any plain language features in an assigned portion of the terms and conditions of *Mailchimp* available at <https://mailchimp.com/legal/terms/>. Answer the following additional questions:

- When you read the text, do you think it is clear and understandable? What makes it (not-) clear?
- Are all plain language rules followed? Find examples to justify your answer.
- How would you deal with the instances of plain language when translating them into your target language?

As homework assignment trainees are asked to read the Mailchimp Legal Content Style Guide available at <https://styleguide.mailchimp.com/writing-legal-content/>.

Since the document is rather long, each group is assigned only a part of the text. The group work is then followed by in-class debriefing. The plain language features identified include, without limitation, the use of *you* and *we* to refer to the parties, use of contracted forms, phrasal verbs (*make up an entire agreement*) or less formal verbs (*you promise to*). Trainees are encouraged to reflect upon which of these features make the document clearer, and which less informal, and what the relations between these two categories are. It is important to remember that plain language does not mean “dumbing down” the document. Additionally, the role of client style guides is discussed, with specific emphasis on the Mailchimp one. Similarly to the exercises in the previous section, the initial awareness-raising exercise is complemented by follow-up exercise to drill certain translation procedure.

Exercise 13 aims to practice turning the direct style used in some legal genres in English such as Privacy notices, employment contracts or terms of use into an indirect style conventional in other legal languages such as Czech. Trainees are asked to think about the role of the addressee, or author as the case may be, and find the appropriate label.

Exercise 13: Turning direct communication into indirect

TASK: In English many legal documents address directly the recipient by using *you*. In other languages, including Czech, this is against the genre conventions and unless the client insists on such a personal and direct style, the references to *you* and *we* should be replaced with a third-person noun denoting the role of the addressee or the author, e.g. an employee and an employer. How would you replace *you*, or *we* in the following sentences⁵?

- *You are eligible for 30 calendar days annual leave per year, including public holidays.*
- *To make sure your personal data is secure, we communicate our privacy and security guidelines to our employees and strictly enforce privacy safeguards within the company.*
- *You have the right to cancel the purchase of a good without having to give a reason at any time within the "cooling off period" of seven working days, beginning on the day after you receive the goods.*
- *You must not use another individual or automated software tool to suggest or make changes to your work, unless the module permits it or as a reasonable adjustment for a disability.*

Conclusion

This paper has argued for addressing plain legal language in a legal translation classroom in a systematic way aiming to make legal translation trainees realize that both legalese and plain language are labels describing a heterogeneous category of language phenomena, and it is not advisable to blindly follow one approach or apply the approaches arbitrarily. In line with Arturo (2020), plain language should be conceptualized as a quest for clarity, i.e. not necessarily replacing terms of art which denote specific legal meaning with ordinary words, but writing in a way that is understandable to the readers. This is relevant when translating from English into another language, but especially when translating into English as a second language. It is argued that systematic and reasoned application of plain language principles will increase the chances that such legal translators will be conscientious and produce competent translations, as envisaged by McAlester (1992, p. 297), who claims that L2 translators “are usually honest professionals attempting to do as competent a job as possible under the prevailing circumstances”.

5. For the sake of space, individual sentences are used, but the exercise could be applied to longer portions of texts, or even entire documents.

However, such competence does not come naturally and needs to be trained. To this effect, this paper has introduced a number of exercises to enhance trainees' competence in relation to plain language. The exercises may, or rather must, be complemented with translation exercises proper where the procedures acquired are applied on real-life assignments. For example, trainees may be asked to translate *terms of use* for a website from their L1 into English applying the Mailchimp legal style guide. Hopefully, the exercises are easily adaptable to different language pairs involving English as well as different teaching contexts.

To conclude, I believe it is extremely important to encourage trainees to apply the plain language principles and strive for clarity in their translations, i.e. not using the complexity of legal language as an excuse for producing incomprehensible translations. It may be encouraging for them to see the results of Gonzalez Ruiz's (2014) research, which finds, although on a small sample, that legal professionals would rather commission a translation to a translator using plain language. The obvious caveat is that – as needed as the plain language is – the most important thing to remember is that any simplification of a legal texts may carry legal ramifications and these must be carefully considered, and a balance between accuracy and transparency must be struck.

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