

Some Notes on English Legal Translation

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Some Notes on English Legal Translation

For the purposes of this article, « legal translation » means translation from French to English of specialized texts of a legal nature. Particular attention is paid here to legal texts translated for the Québec Government ; these include in particular :

- (a) Legislation ;
- (b) Delegated legislation ;
- (c) Juridical acts ;
- (d) Judgments rendered in the various courts of the province and decisions handed down by certain quasi-judicial bodies (such as the Régie de l'électricité et du gaz) ;
- (e) Legal notices published in the *Gazette officielle du Québec*.

*

The importance of legal translation cannot be overestimated. Legal texts abound : — some impose rules of conduct upon human persons, others govern legal relationships between persons, and still others sanction agreements drawn up between parties, which, at least with regard to those parties, have force of law. Considering the value of these texts, their translation into English has in the past left much to be desired.

All too often the translation of legal texts from French to English, while not necessarily inaccurate, is cumbersome, and cluttered with all manner of inappropriate construction and archaic expression. If properly done, however, a translation of this kind can read as elegantly as any other. There is an urgent need for reform in this field of translation, perhaps more than in any other, and from this point of view a real challenge awaits the right person.

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Although I am sure there are exceptions, the legal profession in the Province of Québec is noted for its extremely conservative use of English. Many English expressions used in Québec law, especially civil law, are strained, to say the least. This is explained by the fact that Québec's civil law system is based

on that of France. The Civil Law of Québec is contained in one compilation, the Civil Code, which dates back to 1866. From a terminological point of view, the Civil Law is quite literally a « law unto itself », and while English common-law expressions could be used to translate many French Civil Law terms, this for some reason just isn't done. When the 1866 Code was translated, the Codifiers (and the secretaries who were responsible for the translation) had to devise a new English Civil Law vocabulary. For some terms (hypothec) they drew on Scottish Law but in many cases they simply coined new expressions which literally translated the French although they sometimes had little contextual meaning in English ; once the Code was enacted, these became « immoveable by destination » ; a number of them eventually found their way into the statutes where by reason of the « rule of inviolability » (*infra*) they became *just as solidly entrenched*.

The most blatant example of this is the English use of the expression « rent » to translate *rente* which is really an annuity¹ :

Seen on its own, the translation of *Acte de l'état civil* (« act of civil status »)², means little to the layman. Actually it refers to an extract from a register of births, marriages and deaths ; accordingly, in the context of civil status, while tempted to use « certificate » or « record », we must always speak of a person's act of birth, act of marriage, or act of burial³ ; none of these is particularly elegant and all can be seen as having a certain double meaning. When the new Draft Civil Code was being prepared, the debate on the translation of this « acte » lasted, off and on, for years. On one side were those who saw the revision of the Civil Code as a once-in-a-lifetime chance to get rid of those linguistic and terminological horrors which have plagued the English of our civil law for over one hundred years. In the opposite camp were the traditionalists — as long as a word already exists and no one has seen fit to object to its usage, they claimed, why change it ? Since the traditionalists had the final say, the word « record », submitted as an alternate to « act » in this context and which, it was felt, would clarify the meaning immensely, was rejected.

Following are two extracts from the translation of the Draft Civil Code ; surely they would have benefited from such a change :

Marriage is proven by an act of Marriage...⁴

Paternal and maternal filiation are proven by the act of birth⁵.

The expression *personne morale* (moral person) is used in reference to a corporation, to distinguish it from a *personne physique* (physical person) or a *personne humaine* (human person). Reading the English version only, one wonders who the immoral persons in the Province are.

1. C.C., a. 1787.

2. C.C., aa. 39 et s.

3. C.C., a. 42a.

4. Report on the Québec Civil Code, Book II A. 24.

5. *Ibid.*, Book II, A. 282.

In the new Draft Code an attempt was made to improve on this but the « compromise » arrived at was none too fortunate : « legal person ».

It is hoped that in the new Civil Code, many of these eyesores will be discarded. In the meantime, all we can do is endure them.

LEGISLATION

« Legislation » in Québec refers to any text of law approved by the Assemblée nationale. These include the Statutes and the Codes. The Statutes, or bills passed during each Session of the Legislature, are again grouped into two classes : public and private legislation. Public legislation is that introduced by the Government, in time to become the law of the land, and can cover any field over which a provincial government has recognized jurisdiction. Private legislation is that introduced by a Member of the House on behalf of a specific person or body, for the purpose of having a specific thing done which does not concern the general public. A private bill can be submitted to have a deceased person's will changed, to amalgamate companies created by statute, to amend municipal charters, and for other purposes as well.

Here another distinction must be made, between the *Annual Statutes* and the *Revised Statutes*.

All the private and public bills assented to in the course of one year are compiled at year-end, to constitute the statutes for that year (« Annual Statutes »).

At periodic intervals (about every 10 to 15 years), to facilitate consultation, the Government compiles all the pertinent *public* legislation then on record. This compilation is known as the Revised Statutes. The most recent such compilation was completed in 1977 and is referred to as the *Revised Statutes of 1977*.

A distinction is made between Statutes and Codes because at least two of the Codes are not Statutes as such, i.e. are not included in the statutes of any particular year. One is the Municipal Code (governing municipalities) and the other the Civil Code. More important for our purposes, however, is the difference in construction between these two types of legislation. Sections of the Statutes (as opposed to Articles in the Civil Code) are lengthy — sometimes excessively so — and are frequently subdivided into paragraphs, sub-paragraphs, subsections, and even paragraphs of subsections and paragraphs of paragraphs. In the Civil Code the opposite is the case. Each article lays down one rule to govern the legal relations between persons. No more. Seldom are articles subdivided in the same way as sections of a statute.

Sooner or later, every translator in the employ of the Government of Québec is called upon to work with, and refer to, legislation. The following rules are vigorously adhered to in dealing with legislative texts.

1. *Legislation is inviolate*

Once a bill has become law (been assented to by the Lieutenant-Governor), no one may change one comma in the text, except by amending statute tabled

in the Assembly. If in doing a translation a translator is required to quote even one line from a statute, he must copy the translation verbatim and, especially in longer passages, resist all temptation to render it more elegant.

The same applies to specific terminology ; often, in translating a text based on and referring to a certain statute, a translator notices the French terminology in the text corresponds to that in the statute. In most such cases, the translation already « consecrated » must be respected, and again the temptation to improve must be resisted.

2. *Statutes must be cited properly*

In citing all or part of any statute, the following order is rigorously followed :

- (a) the letters « S.Q. » to indicate « Statutes of Québec » ;
- (b) the year of assent ;
- (c) the chapter number ;
- (d) the section number if necessary ;
(references to sub-sections and paragraphs are rarely made in such a citation).

So a reference to section 3 of the Québec Pension Plan is given as follows :
(S.Q. 1965, c. (or chap.) 24, s. 3).

When the name of the statute is given as well, the reference reads as follows :

The Québec Pension Plan (S.Q. 1965, c. 24).

The rule is the same with respect to references to the Revised Statutes, the only change being that the letter « R. » precedes « S.Q. » for obvious reasons. A reference to section 2 of the Courts of Justice Act would read :

(R.S.Q. 1964, c. 20, s. 2)

A word of caution : 1977 was a bumper year, which saw publication of both the Annual Statutes for that year (S.Q. 1977) and the Revised Statutes (R.S.Q. 1977). Any reference to a 1977 statute is always double-checked, since the author might refer to one while he means the other.

It is quite acceptable, incidentally, to refer to a statute without mentioning its name, by writing, for example, « While I disapprove of chapter 1 of the Statutes of 1974... »

3. *The various parts of any statute must be clearly indicated*

The following mini-glossary might be of assistance :

<i>article</i>	In the <i>Criminal Code</i> , the <i>Statutes of the Province</i> and the <i>B.N.A. Act</i> : Section
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	In the <i>Civil Code</i> , the <i>Code of Civil Procedure</i> and the <i>Charter of the City of Montreal</i> : article
<i>chapitre</i>	Chapter
<i>titre</i>	Title
<i>section</i>	Division
<i>sous-section</i>	Subdivision
<i>alinéa</i>	paragraph
<i>paragraphe</i>	sub-section
	sub-paragraph
	(depending on the context) ⁶

4. *Paragraphs of articles must be referred to with precision*

Suppose the source text refers to *l'alinéa 2 de l'article 1766 du Code Civil*. The translator checks it out. If the paragraph is actually preceded by a number, it may be referred to as « paragraph 2 of article 1766 ». In this case, however, it is not, so it must be referred to correctly as « the second paragraph of article 1766 ». Here the author of the source text is at fault but there is no reason why the translator should perpetuate his mistake in the translation.

4.(a). The problem of how to designate the various components of a section has often led to frustration. The examples which follow, while not exhaustive, are intended to answer at least a few of the questions which might arise.

19. Toute fabrique peut faire des règlements concernant :

(a) sa régie interne ;

(b) la nomination, les fonctions, les devoirs et les pouvoirs de ses officiers, agents et employés ;

Ces règlements entrent en vigueur sur approbation de l'évêque du diocèse de la paroisse ou de la desserte.

8. 1. L'allocation pour dépréciation est pour chaque exercice financier, d'au plus quinze pour cent du coût, à la fin de l'exercice, des chemins, des bâtiments et du matériel d'exploitation servant à l'exploitation minière, jusqu'à ce que leur coût ait été alloué en entier, à titre de dépréciation.

19. Every fabrique may make by-laws respecting :

(a) its internal management : *

(b) the appointment, functions, duties and powers of its officers, agents and employees ;

Such by-laws shall come into force upon approval by the bishop of the diocese of the parish or chapelry. **

* sub-paragraph (a) of section 19

** the second paragraph of section 19

8. (1) The allowance for depreciation, for each year, shall be not more than fifteen per cent of the cost, at the close of the fiscal year, of the roads, buildings and operating equipment used in the mining operation, until the cost thereof has been wholly allowed as depreciation. *

* subsection 1 of section 8

6. See *infra*.

2. Lorsque durant l'exercice il a été disposé de biens susceptibles de dépréciation, et le produit de la disposition excède le coût non déprécié de ces biens lorsqu'il en est disposé, le coût des autres biens susceptibles de dépréciation doit être réduit du moindre des montants suivants :

- (i) l'excédent ;
- (ii) ce que serait l'excédent si l'exploitant avait disposé des biens pour ce qu'ils lui ont coûté.

24. Toute personne, assujettie aux droits imposés par la présente loi, doit payer au ministre pendant la période de douze mois qui se termine six mois après la clôture de chaque exercice financier.

1° au plus tard le dernier jour de chacun des neuf premiers mois de la période en question, un montant égal au douzième des droits, ainsi qu'elle les a estimés, au taux afférent à l'exercice

(a) sur son profit estimatif pour l'exercice ou

(b) sur son profit pour l'exercice précédent ;

39. Un marguillier cesse en outre d'exercer sa fonction et sa charge devient vacante :

- (a) s'il cesse d'être paroissien ;
- (b) s'il est interdit ;
- (c) s'il est déclaré en faillite ou s'il fait une cession de ses biens ;

(2) Where during the fiscal year depreciable property has been disposed of, and the proceeds of disposal exceed the undepreciated cost of such property when it is disposed of, the cost of other depreciable property shall be reduced by the lesser of the following amounts :

- (i) the excess ; **
- (ii) that which would be the excess had the operator disposed of the property for what it cost him.

** paragraph (i) (or (ii)) of subsection 2 of section 8

24. Every person liable for duties imposed by this act shall pay the Minister during the twelve month period ending six months after the close of each fiscal year. *

(1) not later than the last day of each of the first nine months of the period concerned, an amount equal to one-twelfth of the duties, as estimated by him, at the rate pertaining to the year **

(a) on his estimated profit for the year or

(b) on his profit for the preceding year ; ***

* the first paragraph of section 24

** paragraph (1) of section 24

*** sub-paragraph (a) (or (b)) of paragraph 1 of section 24

39. Moreover, a churchwarden shall cease to act as such and his office shall become vacant ;

(a) if he ceases to be a parisioner ; *

(b) if he is interdicted ;

(c) if he is declared bankrupt or makes an assignment of his property ;

* paragraph (a) of section 39.

The quality of legislative translation into English in Québec has often been severely criticised, but this criticism is sometimes only partly justified. What the reading public very often fails to grasp is that more often than not, legislation is translated under severe pressure. Imagine the situation — it's 9:30 PM and a translator is handed a text which absolutely must be sent to the printer by, say 10:30, since the final printing will be required for the following afternoon's sitting. As the Cabinet-imposed deadline approaches, the poor translator (has he had supper yet?) has all he can do merely to get his text prepared on time. His main concern is to make sure that the English translation contains no *contresens* : the rest is secondary. Never mind any polishing-up jobs. Naturally, as far as style is concerned the text suffers, sometimes considerably. Of course once the bill in question has been assented to, the text is inviolate so there is no possibility of « re-finishing » after the pressure is off. In time the bill, now a statute in a printed volume, will be read by a practitioner who has all the time in the world to study it, and of course he will pick out at least stylistic flaws. Furthermore, before a bill is read the third time in the House, it is printed again to include all the amendments made during second reading. These amendments are generally always received by the translator at the last minute and frequently the translations are, quite literally, done on the corner of someone's desk and the text sent off to the Printer post-haste, often without revision. Naturally slips will be made.

This is not to say, however, that all the fault lies in the conditions under which the work is done. Would that it were so. Perhaps the principal fault which can be observed in texts such as these is the exaggerated tendency to « parrot » the source text word for word. Note the use of « exaggerated ». Any translation requires that the original construction be followed to a certain extent but this technique seems to be over-applied in legislation. Style is in many cases sacrificed for accuracy whereas there is no reason at all why both cannot co-exist in any statute. Perhaps this exaggeration stems from a concern that other styles would leave open the door to *contresens*, however slight. While this concern is justified, what point is there in carrying it to extremes?

The results can be somewhat bizarre. For instance, the first paragraph of Article 501 C.C. reads as follows :

Art. 501. Les fonds inférieurs sont assujettis envers ceux qui sont plus élevés à recevoir les eaux qui en découlent naturellement sans que la main de l'homme y ait contribué.

Art. 501. Lands on a low level are subject towards those on a higher level to receive such waters as flow from the latter naturally and without the agency of man.

In the new draft Civil Code, the same French version will appear but now that the idea of parallel thought sequence has been discarded, the English version reads :

« Water must be allowed to flow naturally from higher land to lower land. »

Another good example of what can be achieved by ignoring parallel thought sequence is seen in the following :

Les surestaries ne commencent à courir qu'à partir du moment où le délai des staries est expiré.

Demurrage begins when the lay-days expire⁷.

Until 1977, legislative texts were tabled with text and version side by side on the same page. One school of thought held that in addition to obvious reasons of economy (it was cheaper to print one volume of statutes a year instead of two), texts of legislation had to be set up in this manner to facilitate the comparison by practitioners of one text with the other. For this reason, the argument went, it was imperative that the translation faithfully reproduce the French construction. To a point this was valid. Furthermore, translators were often flattered to think that their text could serve to explain a rather ambiguous source text. Still, the argument seemed to defeat itself; anyone wishing to compare text and version would have at least a passable command of the languages involved and could quite easily make do with one text only. The position of the English version of Québec legislation is clearly spelled out in section 10 of the Charter of the French Language (Bill 101, 1977). Let us then treat that translation for what it is : the law of the land, set forth for the benefit of those whose working knowledge of the official language of the province is insufficient. There is no reason why every effort cannot be made to render the English version in proper English style.

No means should be spared to do this. For instance, if the letter of the source text can better be rendered in translation by reversing the original sentence order, this should be done. Certain expressions are « standard equipment » in a French text but may just as easily be dropped in English. Drop them. It is the reader's duty to know the law he is reading. Why make his job any more difficult through needless clutter ?

A translator should not feel bound to follow the construction in the source text. If the meaning of an article can be rendered more clearly in English by reversing the word order, this should be done, but with care. In cases such as this, the translator is, in a sense, a draftsman. He may follow the *letter* of the law or not, as he sees fit, but he must always accurately reproduce the *spirit* of the law.

A legislative translator's problems often begin with the first word in his text. Proper rendering of the French article will frequently mean the difference between a text that « reads like original legislation » (the ultimate compliment) and one that still carries a slight odour of translation. Sometimes this problem is not hard to solve.

Tout or *Toute* is almost invariably « every » or « any ». Where one can come to grief, however, is with the definite *le*. In many cases, « the » is exactly what should not be used. Frequently, no article at all is needed :

Les parents ont, à l'égard de leur enfant, droit et devoir de garde, de surveillance et d'éducation.

Parents have the rights and duties of custody, supervision and education of their children⁸.

7. Civil Code Revision Office, Report on Affreightment, a. 36.

8. Civil Code Revision Office, Report on the Family, a. 5.

What is sometimes not recognized is that, used in legislation the French definite article has both a general and a restrictive sense ; the translator must decide which use is intended. For instance :

« *Le mineur, doué de discernement est capable de contracter, sous réserve des dispositions expresses de la loi.* »

should be rendered

« Any minor capable of discernment is capable of contracting, subject to the express provision of law ⁹. »

Again,

« *L'enfant, à tout âge, doit respect à ses père et mère.* »

is translated

« Every child, regardless of his age, owes respect to his father and his mother ¹⁰. »

In this case the use of « the » in English not only would not « sound right » ; it could be interpreted as restrictive.

A definite article in French can often be translated by an indefinite article in English :

« *Ne peut être tuteur :*

1. *le mineur, à moins qu'il ne soit le père ou la mère de l'enfant ;*
2. *la personne soumise à un régime de protection*
3. (...)
4. *La personne qui est sous le coup d'un internement pénitentiaire.* »

« The following persons may not act as tutors :

1. *a* minor, unless he is the father or mother of the child ;
2. *a* person under a protective regime ;
3. (...)
4. *a* person confined to a penal institution ¹¹. »

Of course there are cases where « the » is the only translation for *le*. These will be obvious to anyone.

The subject of a section or article can also be referred to in French by the words *celui qui*. (*Celui qui a un droit d'habitation*). Do not be trapped into using « He who... » The preferred translation is « Any (or « A ») person who... »

The article *un* can be rendered « a » « any », or sometimes « the ». Again, as in every case, the translator must decide what is most in keeping with proper English usage and drafting, and not blindly reproduce the French.

Another popular misconception is that since this kind of text is « legal » in nature, the translator can with perfect justification put on parade all those fancy « legal » expressions he may have picked up here and there : « herein-above », « hereunder », « to wit », and so on. Before yielding to this temptation, he should first consult a recognized authority such as Driedger (« The Compo-

9. Civil Code Revision Office, Report on the Family, a. 24.

10. *Ibid.*, a. 2.

11. *Ibid.*, a. 46.

sition of Legislation») or Dick (« Legal Drafting »). He would be disappointed to learn that many of what once were regarded as the sacred cows of legalese have long since fallen out of popular use, to be replaced by simpler words comprehensible to the man on the street. And why not?

In the preface to « The Composition of Legislation », the internationally-known Canadian draftsman Dr. Elmer Driedger wrote :

So far as style is concerned, I am not convinced that statutes must necessarily be inelegant. They can be grammatically perfect, they can be orderly and logical and they need not bristle with legalese, clichés and jargon. A Draftsman should not, of course, indulge in unnecessary variation or inversion, in circumlocution or pedantry ; and he must use the same words or phrases over and over again if he means the same thing, even to the point of monotony. Nevertheless, statutes can be made respectably elegant.

JURIDICAL ACTS

This expression covers a multitude of texts — notarial deeds (sale, gift, transfer of ownership), leases, contracts, agreements, and the like.

There are two principal points to remember in translating this kind of document.

1. The construction should be as English as possible. To this end, the translator, when he can, must avoid following the construction used in the source language. Too many legal translators fall into this trap, and their text invariably suffers, at least from the point of view of elegance.
2. Legal jargon is out. The trend today is toward keeping legal documents, whether in translation or in their original drafting, clear, comprehensible, and uncluttered by legal gobbledygook.

Along these lines, the following points should be noted :

1. The future tense is to be avoided where at all possible ; the law is always speaking ; this indicates use of the present.
2. The present indicative is to be used after « if » :
 - (a) « If there shall be no child of mine alive at that time ».

should read

« If no child of mine is alive at that time ».
 - (b) « If the testator should leave no issue... »

becomes

« If the testator leaves no issue... »
3. In many cases, « shall », to the surprise of many, is contraindicated, particularly after a negative subject : « No debtor shall » should become « No debtor may ». « Shall » should always be replaced by the present indicative in giving a definition :

« Debtor » means...

is preferable to

« Debtor » shall mean...

The only case in which « shall » is admitted is that where someone is actually commanded to do something.

This situation is rare indeed in juridical acts.

4. Surplus words and phrases must be avoided.

It is often said that lawyers are noted for never using one word when ten will do. As long as surplus expressions can be deleted *without altering the meaning of the text*, this should be done.

For example :

- (a) « The company known and designated under the name of « X Enterprises Ltd » can be written :

« The company called « X Enterprises Ltd ».

also

- (b) « The regulations made under the provisions of the Highway Code » can just as well be rendered :

« The regulations made under the Highway Code » ;

- (c) « It is expressly understood, covenanted and agreed » really boils down to :

« The parties agree ».

- (d) « The lessor hereby directs that the lessee is fully authorized to » means :
« The lessee may... »

And so on. Examples of this are legion.

5. The following also must be avoided :

- (a) « such ». This overworked word can quite easily be replaced by « the », « that », « those », « this »

or « them », depending on the context.

- (b) « said ». Substitute « the », « that » or « those ».

- (c) « same ». Substitute « it » or « them ».

- (d) « Whereas », generally used to open each paragraph of a preamble, is no longer acceptable. Dick ¹² tells us it « has no place in a modern legal document ».

It may be replaced by « since » or « as ».

- (e) In the paragraph designating the parties to an agreement, trust deed, or other such document, we sometimes see, for example,

« The Royal Trust Company (hereinafter called « the Company ») ».

This can just as easily be rendered :

« The Royal Trust Company (« the Company »).

- (f) Others to be avoided are :

to wit

above-mentioned

aforementioned

under-mentioned

whereof

notwithstanding (try « despite ») ¹³.

If the source text speaks of a certain term « *within the meaning of* » an article or section of legislation, the translator should always check out the article or section for the established translation. He could get a surprise : A text may speak of the *pouvoir de contrôle de la Cour supérieure au sens de*

12. Robert C. Dick, *Legal Drafting*, Carswell, 1972, p. 142.

13. Dick, *op. cit.*, p. 150, 151.

l'article 846 C.P.C. Before using « control » for « contrôle », the translator turns to the appropriate article, and finds that it speaks of « reforming power ». He may not approve of this translation, but it is the only one indicated in this case. He must use it.

Finally, the separate document found at the end of some juridical acts (and statutes, for that matter) is called a « schedule ». Appendices are for appendectomies and an annex is what you add to your house when triplets arrive.

Note : The expression is « schedule to » a deed, not « schedule of ».

JUDGMENTS

Judgments, while sometimes lengthy, generally read quite well and translate fairly easily.

Still, a few rules are necessary in the interest of consistency.

1. In quoting all or part of another judgment within the one being translated, that judgment, or part of it, is always quoted in the language in which it was rendered.
2. Once a judgment has been rendered, it is an inviolate as a text of law. The translator must never try to improve on what he is quoting.
3. In citing judgments, this form only is used :
C.P.R. v. C.N.R. (1952) S.C.R. 161.
Decoded this means « a court case involving C.P.R. (plaintiff) and C.N.R. (defendant), reported in the 1952 Superior Court Report, beginning on page 161.
4. In referring to the parties to a case, the article is retained and the designation capitalized (the Appellant).
5. When names of parties are given consistently in block letters (the BOARD), this should be respected in the translation ; otherwise, only the first letter should be capitalized (the Board).
6. (a) The word *PRÉSENT* preceding the name or names of the judge or judges hearing a case is rendered « BEFORE ». True, some judgments rendered in English use the word *CORAM*, but in a translation why use a word which would only have to be re-translated ?
(b) A *juge* is always a « judge ». A *juge en chef* is a « chief judge » unless he belongs to the Superior Court, in which case he is the « Chief Justice » (and never, as one English-language newspaper consistently designates him, the « Judge-in Chief »). The *juge en chef adjoint* of the Superior Court is the « Associate Chief Justice ».
(c) In formal writing *le juge Montgomery* should be rendered « Montgomery J. ». When two or more judges are involved, use « Montgomery, Owen, Turgeon JJ. ». *Le juge en chef Laskin* becomes « Laskin CJ. ».
(d) *Notes du juge Nolan* can be rendered :
« Notes, Nolan J. ».
7. A judgment may be cited by referring to the names of the parties only, omitting any reference to the text where it is reported (« As Hugessen J. said in *Smith v. Jones* »).

LEGAL NOTICES

Next to the annual statutes, the *Gazete officielle du Québec* is the most important official Government publication. It appears in two parts ; part I is a unilingual French publication. Part II is devoted primarily to delegated legislation and Royal proclamations.

« Delegated legislation » refers to regulations prescribed by specific statutes. Regulations of this kind are always « made by the Lieutenant-Governor in Council » (meaning the Cabinet) and introduced by Order-in-Council. If a given regulation is of public interest, it is published in Part II of the Gazette in French and English. We are occasionally called upon to translate these.

Regulations are drawn up in much the same style as statutes ; any general comments on the translation of the one can cover that of the other. The rules given under « Juridical Acts » (*supra*) apply here as well.

A Royal Proclamation is a document issued under the Great Seal of the Province by the Sovereign (represented by the Lieutenant-Governor), with the advice and consent of the Executive Council or Cabinet. Royal proclamations are used for such purposes as putting certain statutes, or parts of them, into force for all or part of the province, for proclaiming certain days as holidays (Thanksgiving), or for determining where the courts of the province will sit, outside their regular place of work.

Proclamations follow a standard form.

Each proclamation is prefaced by the official designation of the Sovereign :

*ÉLISABETH DEUX, par la grâce
de Dieu, Reine du Royaume-Uni, du
Canada et de ses autres royaumes et
territoires, Chef du commonwealth,
Défenseur de la Foi.*

ELIZABETH THE SECOND, by the
Grace of God of the United Kingdom,
Canada and Her Other Realms and
Territories Queen, Head of the Com-
monwealth, Defender of the Faith.

Next follows the body of the proclamation itself, introduced by a preamble outlining its *raison d'être* (a series of paragraphs beginning by ATTENDU QUE in French and « WHEREAS » in English).

At the end of every proclamation is a paragraph enjoining the subjects of the Sovereign to comply with it : then follows an indication that the Lieutenant-Governor has signed as witnessing the Queen's act.

Naturally, some of the wording and terminology in proclamations smack of antiquity, and certain parts have long been accepted as official. This applies in particular to the designation of the Sovereign at the beginning, which should never be tampered with.

The translation of the formal closing paragraphs, the French of which is standard, has been gradually improved over the years. For example, the obligation to comply once was written as follows :

*DE TOUT CE QUE DESSUS, tous
Nos féaux sujets et tous autres que
les présentes peuvent concerner sont
requis de prendre connaissance et de
se conduire en conséquence.*

OF ALL OF WHICH all Our loving
subjects and all others whom these
presents may concern are hereby re-
quired to take notice and to govern
themselves accordingly.

Although this form has been seen in federal documents (which could lead some to consider it untouchable), the English of Québec's version was recently revised to read :

« ALL OUR LOYAL SUBJECTS and all others whom these letters may concern must take notice of this and act accordingly. »

To date there have been no diplomatic incidents.

In any translation for the Gazette, terminological research is all-important. Many regulations are based on specific statutes and the language of the translation must be that used in those statutes. As in all legal translation, precision is the order of the day but every effort should be made to keep the translation as elegant as possible.

R. CLIVE MEREDITH