

Problems in Translating Legal English Text into Indonesian

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Abstract

Unlike general English text, legal English text is much more difficult to translate because legal English translation is not only about transferring the meaning but it also deals with finding the appropriate legal expressions in target language (Indonesian). This article discusses some problems encountered by Indonesian students in translating legal English text. A translation test was given to 30 Binus University students, in which they were assigned to translate a legal text consisting of 200 words into Indonesian. They were only allowed to use printed English-Indonesian dictionary. For the analysis, the translations of 10 legal English phrases were chosen. The results showed that the students not only failed to convey the original text message but also could not construct appropriate/ accepted Indonesian expressions in the translation.

Keywords: Legal English, legal expressions, translation

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Introduction

To fulfill the requirement of graduate competency stipulated by Bina Nusantara University as stated Each course in the study program contributes to the graduate competencies that are divided into employability and entrepreneurial skills and study program specific outcomes, in which students need to have demonstrated by the time they complete their course.” (<http://binusmaya.binus.ac.id>) English Department, Binus University provides its students with a new course entitled “Translating Business and Legal Documents” as a replacement to the prior course “English-Indonesian Translation”. This course is meant to equip the students with the knowledge and ability of translation, especially for business and legal documents.

Teaching translation is not an easy thing to do, let alone translation of legal texts, especially for students whose mastery of the foreign language is relatively weak. However, teaching translation to these students is not an impossible thing to do. Gile (2005: 70) argues that there are several possible benefits that the students can get from translation course, such as “comprehension of the process and of what professionalism entails in translation, stimulation and practice in analytical reading and in independent decision-making [and] the students’ level of interest towards translation as an intellectual activity.”

A translator needs to have good command of the Source Language (SL) and the Target Language (TL), communicative abilities, and broad and general and specialist knowledge as well as perseverance in searching for meaning and demonstrate familiarity with translation theory. (Hejwowski 2006:154). While some of these characteristics can be obtained from the translation course, some others should derive from the students themselves. Pienkos (2003:388) mentions that a translator also needs accuracy, diligence, excellent memory and ability to cope with stress and resilience. Yet, among the course participants only some had these qualities and were self-critical. Szczyrbak (2008:68) noted that the majority of her students were not committed enough to improve the quality of their translation and they lacked the determination needed for them to broaden their knowledge and upgrade their SL and TL skills.

What Szczyrbak (2008) found in her study also happened in my class of “Translating Business and Legal Documents”. The concrete evidence for this indication is by looking at their translation results. This article discusses how the students make mistakes in translating some legal expressions and what the underlying reasons for these mistakes are.

Characteristics of Legal Language

Legal English encompasses several distinct oral and written genres depending on the communicative purpose they serve, the contexts in which they are used, the relationship between the participants engaged in the activity and the background knowledge shared by the participants (Bhatia, 1987). The written forms of legal English are also called **legalese** which has certain characteristics. These characteristics can be divided into two main groups: lexical features and syntactic features.

Lexical features

- a. *Archaisms*. Archaic words are being used less frequently than other terms, so they became rather obscure in the course of time (Stanojevic, 2011: 65-72). The examples includes foreign phrases such as *inter alia*, and older words like *hereof*, *thereof*, and *whereof* (and further derivatives, including *-at*, *-in*, *-after*, *-before*, *-with*, *-by*, *-above*, *-on*, *-upon*).
- b. *Technical terms*. Some legal terms are familiar to layperson (*patent*, *share*, *royalty*) while others are generally known to lawyers (*bail*, *tort*, *waiver*, *abatement*) (Haigh, 2004: xvi). Much

of these vocabularies is derived from French and Latin. There are also words which have specific meaning within legal English, e.g. *attachment, action, consideration, execute, party*. These words have precise definitions in the domain of legal science (Stanojevic, *ibid.*)

c. *Doublets and triplets*. These are synonym pairs and synonym strings. Doublets and triplets are binomials which have two lexical units (usually nouns, adjectives, adverbs or prepositions) which are usually joined by a conjunction *and* (Stanojevic, *ibid.*). Examples includes *act and deed; custom and usage; terms and condition; dispute controversy and claim; promise, agree and covenant*. While these were originally done for the sake of completeness (Mykhailova, 2012), the use of two or three words with the same conceptual meaning is redundant and does little to the meaning itself (Stanojevic, *ibid.*).

d. *Phrasal verbs*. Some phrasal verbs are used in a quasi-technical sense (Stanojevic, *ibid.*). For example: *enter into contracts, put down deposits, serve (document) upon other parties, write off debts*, and so on.

e. *Reciprocal words and titles*. Legal English often contains words which are reciprocal and have opposite nature of relationship as indicated by the use of alternative endings such as *-er, -or* and *-ee*, as in *employer and employee, lessor and lessee*; and also in some other pairs such as *claimant and defendant*.

Syntactic features

a. *Sentence length*. Sentences often have peculiar structures and complex, for example *the provisions for termination hereinafter appearing or will at the cost of the borrower forthwith comply with the same* (Mykhailova, 2012)

b. *Nominalization*. In some legal text, the simple verbs are changed into nouns, for example *to consider* is changed into *to give consideration, to oppose* into *to be in opposition* and *to agree* becomes *to be in agreement*. (Stanojevic, 2011)

c. *Impersonal style*. Lawyers often make frequent use of features that reduce the agent in his identity while emphasizing the action. This impersonal style of writing can be done by using passive voice and peculiar pronouns (Williams, 2004: 114). Example includes: *Similarly, he was denied his legal right to have a representative present when confronted with the allegation of misconduct*.

Legal Translation Strategies

Due to the complexities of lexical and syntactic features of legal English as described in the previous section, legal English texts are notoriously difficult to translate. This difficulty arises not because the translators do not understand Source Language legal terms, rather they often fail to express those terms into the Target Language expressions. The failure to translate legal terms is mainly caused by non-equivalence or incongruity between SL and TL (Biel, 2008).

In order to solve the problems of non-equivalence between SL and TL legal terms, translators should utilize several strategies in order to translate SL legal text into TL text. In general, Venuti (1998) mentions that translation strategies range from **foreignising** (SL-oriented equivalents) to **domesticating** (TL-oriented equivalents). Foreignising “seeks to evoke a sense of the foreign” while domesticating involves assimilation to the TL culture and is intended to ensure immediate comprehension (Venuti, 1998).

Within these two polarities, there are also a number of translation strategies as suggested by several translation theorists.

a. *Functional equivalence*. This means using a referent in TL culture whose function is similar to that of the SL referent (Harvey, 2000: 2). For example the word *mortgage* is translated to *hipotek* in Indonesian. Sarcevic (1997: 236) asserts a functional equivalent as “a term designating a concept or institution of the target legal system having the same function as a particular concept of the source legal system”. This kind of equivalence is a TL-oriented equivalent.

b. *Formal equivalence*. Formal or linguistic equivalence means a word for word translation or literal translation. For example *high court* is translated literally as *pengadilan tinggi*. The problem for formal equivalence is that not all SL terms have literal TL terms. This is also a TL-oriented equivalent.

c. *Transcription or borrowing*. Harvey (2000: 5) states that borrowing stands at the far end of SL-oriented strategies because it only reproduces or transliterates the original terms. For example *prejudice* is translated as *prejudis*. This strategy is used to avoid ambiguity. However, when transcription is used, a gloss or footnote is needed; otherwise, the translation is still ambiguous.

d. *Descriptive translation*. A descriptive or self-explanatory translation uses generic rather than culture-bound terms to convey the meaning. Harvey (2000: 6) mentions that it is technically a gloss which function as a quasi autonomous terms without the need for transcription. A descriptive translation can be seen as a compromise solution to avoid extremes of both SL and TL-oriented strategies.

When an equivalent is accepted by the community, it becomes *established equivalence*. An established equivalent may be adopted by a speech community, used repeatedly and become entrenched as cognitive routines (Molina & Hurtado Albir, 2002:510). This is based on some conventions (agreement) in the speech community as to what it refers to. This equivalence can be either SL-oriented or TL-oriented.

Research Methodology

Participants: Thirty (30) English Department students from Bina Nusantara University participated in this research. They were currently in their sixth semester and taking Business and Legal Translation subject as an obligatory subject in that particular semester. Thus, prior to taking this course, they had taken Basic English skills subjects such as Writing and Structure.

Materials: The materials for this research were taken from the final semester test of “Translating Business and Legal Documents” course. Only one part of the test was used to be analyzed in this article. The following is the complete text:

Particulars of claim precedent

1. The Claimant is and was **at all material times** a company carrying on a business as publishers of maps and tourist guides. The defendant at all material times carried on business as a manufacturer and seller of printing machines.

2. By a written contract **entered into** between the **Claimant** and the **Defendant** and signed by both parties on 1 August 2007, the Defendant in the course of its business agrees to manufacture and sell to the Claimant and the Claimant agreed to buy from the Defendant 2 Ultra-Print 123 series printing machine at a price of \$45,000 each.

3. The Contract included an **express term** that the machines would each be capable of printing at a rate of 100 pages per minute using A4 size paper.

4. The Contract included an **implied term** that the machines would be of satisfactory quality.

5. **Pursuant to the contract claim form**, on 7 August 2007 the Defendant delivered to the Claimant two printing machines ('the delivered machines') which the Claimant installed at its registered office.

6. **In breach of** the aforesaid express and or implied term, neither of the delivered machines were capable of printing at a rate exceeding 50 pages per minute.

7. As a result of the matters set out above, the Claimant has suffered **loss and damage**.

(McKay & Charlton, 2005)

Data Compilation: The students were instructed to do the translation test, in which they had to translate the English text into Indonesian. They were allowed to consult printed dictionary. The results of the students' translation were tabulated in an excel file. For the purpose of the present article, only the translations of 10 legal expressions were chosen to be analyzed. The expressions chosen were the bold words in the materials above.

Results and Discussion

For easy reference, the results are presented according to lexical characteristics of legal language, i.e.: archaism, technical term, doublets, phrasal verbs and reciprocal words. The students' translations are categorized into four groups [+ meaning + form], [+ meaning – form], [- meaning + form], and [- meaning – form]. Back translations in the form of literal glossing are provided below the students' translations.

Archaism

Table 1. Translation of *pursuant to*

+meaning + form	+ meaning –form	- meaning + form	- meaning - form
Sesuai dengan (5) <i>According to</i>	Berdasarkan (2) <i>Based on</i>	Bujukan terhadap (1) <i>Persuasion to</i>	
	Menurut (11) <i>According to</i>	Rujukan terhadap (1) <i>Referring to</i>	Dengan mengikuti (1) <i>By following</i>
	Mengikuti (2) <i>Following</i>	Melihat dari (1) <i>Seeing from</i>	Melaksanakan (1) <i>Executing</i>
	Mematuhi (1) <i>Obeying</i>	Kepatuhan terhadap (1) <i>Obedience toward</i>	No translation (2)
		Peminta terhadap (1) <i>Begging toward</i>	

The phrase *pursuant to* is an adverb meaning 'relating to' or 'concerning'. This phrase can be translated using a similar form (a phrase) or a different form (a word). Thus, 21 students (70%) can translate it appropriately. On the contrary, 9 students (30 %) fail to give the appropriate translations.

Table 2. Translation of *in breach of*

+meaning + form	+ meaning –form	- meaning + form	- meaning - form
Dalam pelanggaran (11) <i>In violation</i>	Pelanggaran (5) <i>violation</i>		Dalam/pada/atas (6) <i>In/at/of</i>

Pada pelanggaran (2) <i>at violation</i>	Melanggar (1) <i>violating</i>		Keputusan dari (1) <i>Decision of</i>
	Ada pelanggaran (1) <i>There is a violation</i>		
	Terjadi pelanggaran (1) <i>Violation occurs</i>		

The word *breach* is a noun which means ‘failure to carry out the terms of an agreement’, while the phrase *in breach of* means ‘failing to do something which was agreed, or not acting according to’ (contract, terms, etc). Thus, the sentence *in breach of the aforesaid terms,...* can be interpreted as ‘because the company fails to carry out the terms stated above...’. In Indonesian *breach* only has one equivalent, i.e. ‘pelanggaran’. However, in the context of legal text as in the above sentence, the use of the word ‘pelanggaran’ seems inappropriate. It is better to translate it using *descriptive strategy* by paraphrasing, for example the translation becomes ‘bertentangan dengan syarat syarat yang disebutkan di atas..’ The students seem to use *formal equivalence strategy* because they only use the literal translation of the SL terms

Technical terms

Table 3. Translation of contract claim form

+meaning + form	+ meaning - form	-meaning + form	- meaning - form
Formulir tuntutan kontrak (4) <i>Contract claim form</i>		Bentuk kontrak tuntutan (1) <i>Claim contract shape</i>	Tuntutan dalam kontrak (3) <i>Claim in contract</i>
Formulir klaim kontrak (1) <i>Contract claim form</i>		Peraturan klaim kontrak (1) <i>contract claim rules</i>	Bentuk kontrak (1) <i>Contract shape</i>
		Bentuk klaim kontrak (1) <i>Contract claim shape</i>	Format persetujuan (1) <i>Agreement format</i>
		Bentuk tuntutan kontrak (3) <i>Contract claim shape</i>	Kontrak (2) <i>contract</i>
		Bentuk perjanjian penuntut (1) <i>claimant agreement shape</i>	Gugatan kontrak (1) <i>Contract lawsuit</i>
		Formulir kontrak tagihan (1) <i>Bill contract form</i>	Perjanjian tuntutan (1) <i>Lawsuit agreement</i>
		Tuntutan bentuk kontrak (1) <i>Contract shape claim</i>	Formulir perjanjian (1) <i>Agreement form</i>
		Bentuk klaim perjanjian (1) <i>Lawsuit shape</i>	Bentuk tuntutan (1) <i>Lawsuit shape</i>

		<i>Claim agreement shape</i>	
		Kontrak lembar penuntut (1) <i>Claimant sheet contract</i>	Kontrak klaim (1) <i>Claim contract</i>
		Formulir kontrak klaim(1) <i>Claim contract form</i>	
		Tuntutan bentuk kontrak (1) <i>Contract shape claim</i>	

Contract claim form is a noun phrase in which the headword is *form*. The word *form* as a noun itself has two meaning : (1) the shape or appearance of something and (2) a paper printed with blank spaces which answers to questions. Thus the literal translation for both meanings are (1) bentuk and (2) formulir. In the context of the sentence *form* should be translated as ‘formulir’. Here the problem begins. 9 students chose to translated the word *form* as ‘bentuk’ instead of ‘formulir’. This is the problem of choosing the correct sense of a word. The second problem is word order. In English the headword of a noun phrase is located at the end of the string, for example in the phrase *contract claim form*, the headword is *form*; while in Indonesian, the headword is always put in the first position, i.e. *formulir klaim kontrak*. Therefore, in the translation above, putting the words ‘klaim’ or ‘kontrak’ at the first position will deviate the original meaning. The last problem is not translating the whole phrase. For example, 2 students only translated the phrase as ‘kontrak’ which eliminate the words *form and claim*. In translating legal text, this can be a problem since accuracy and also entirety is needed to avoid misunderstanding.

Table 4. Translation of express term

+meaning + form	+ meaning - form	-meaning + form	- meaning - form
		Peraturan cepat (1) <i>Fast rules</i>	Ketentuan kecepatan (1) <i>Speed provision</i>
		Perjanjian kilat (1) <i>Express agreement</i>	Tertera jelas (1) <i>Clearly stated</i>
		Bukti ekspres (1) <i>Express proof</i>	Kesepakatan (1) <i>deal</i>
		Kondisi cepat (1) <i>Fast condition</i>	Pernyataan (1) <i>Statement</i>
		Ketentuan cepat (1) <i>Rapid provision</i>	Kondisi (1) <i>Condition</i>
		Ketentuan singkat (1) <i>Short provision</i>	No translation (1)
		Ketentuan jelas (1) <i>Clear provision</i>	Mengungkapkan bahwa (1) <i>Expressed that</i>
		Syarat cepat (3) <i>Fast condition</i>	Syarat (1) <i>Requirement</i>

		Syarat jelas (1) <i>Clear condition</i>	Syarat pengajuan (1) <i>Filing requirement</i>
		Jangka waktu cepat (1) <i>Fast period</i>	Kata ungkapan (1) <i>Expression word</i>
		Istilah cepat (2) <i>Fast term</i>	Keterangan (2) <i>information</i>
		Kesepakatan cepat (1) <i>Fast agreement</i>	Tertera jelas (1) <i>Clearly stated</i>
		Kata ekspress (1) <i>Fast word</i>	Masa yang tercantum (1) <i>Listed period</i>

The phrase *express term* means ‘a term in a contract which is agreed by both parties and clearly stated, i.e. either spoken or written’. The word *express* here is a verb which is used as an adjective. So, the confusion begins. As an adjective *express* means ‘fast’ or ‘clear’, and in Indonesian it can be rendered as ‘cepat, jelas, singkat, kilat’. The translations using these formal equivalents are unacceptable because the meaning has deviated. Another confusion is finding the correct equivalent for the word *term*. In legal context, the word *term* has two meanings: ‘period of time’ and ‘conditions or duties which have to be carried out as part of a contract’. In the sentence above the word *term* refers to ‘condition’, so it is best rendered as ‘syarat, kondisi, ketentuan’. Even though there are 10 students who correctly translate the word *term*, the whole phrases carry different meaning because of the mistranslation of the previous word *express*.

Table 5. Translation of implied term

+meaning + form	+ meaning - form	-meaning + form	- meaning - form
(ketentuan) yang tersirat (2) <i>implied provision</i>		Bukti implied (1) <i>Implied proof</i>	Melanggar peraturan (1) <i>Violating rules</i>
(ketentuan) tidak tertulis (1) <i>unwritten provision</i>		Persyaratan keinginan (1) <i>Wish requirement</i>	Pengajuan syarat (1) <i>Filing requirements</i>
		Masa yang tercantum (1) <i>Listed period</i>	Sindiran (1) <i>insinuation</i>
		Kondisi yang tersisa (1) <i>Remaining condition</i>	No translation (3)
		Ketentuan berlaku (1) <i>Applied provision</i>	Keterangan (1) <i>information</i>
		Ketentuan tertulis (1) <i>Written provision</i>	Tidak sengaja (1) <i>Inadvertently</i>
		Bentuk yang tidak terlihat (1) <i>Unseen form</i>	Mengandung arti (1) <i>connote</i>
		Syarat tidak langsung (2) <i>Indirect requirement</i>	Menyatakan syarat syarat (1) <i>State the requirements</i>

		Ketentuan penuh (1) <i>Full requirement</i>	Terbilang (1) <i>said</i>
		Kondisi yang ditunjukkan (1) <i>Shown condition</i>	Pengertian (1) <i>understanding</i>
		Istilah yang dimaksudkan (1) <i>Intended term</i>	Pernyataan (2) <i>statement</i>
		Ketentuan yang ada (1) <i>Existing provisions</i>	

Similar to *express term*, the phrase *implied term* were wrongly translated because of the mistranslation of the word *implied*. The phrase *implied term* means ‘a term in a contract which is not clearly set out in a contract’ or it can be simply translated as ‘syarat tidak tertulis’ atau ‘syarat tersirat’. The translations above show diverse renderings of the word *term* which also deviate the original meaning of the SL phrase.

Table 6. Translation of at all material times

+meaning + form	+ meaning –form	-meaning + form	- meaning - form
Dalam waktu utama (1) <i>At all primary times</i>	Dalam segala waktu (1) <i>At all times</i>	Semua material waktu (1) <i>All material times</i>	Barang bukti (1) <i>evidence</i>
Pada semua waktu pokok (1) <i>at all primary times</i>	Dalam kejadian ini (1) <i>In this occasion</i>	Segala bahan waktu (1) <i>All material times</i>	Dalam segala bentuk (1) <i>In all forms</i>
	Pada waktu kapanpun (1) <i>at any time</i>	All material times (2)	Dalam semua kepemilikan (1) <i>In all ownerships</i>
	Dalam masalah ini (1) <i>In this case</i>	Semua waktu bahan (1) <i>All times material</i>	Seluruh kesempatan yang bersifat materi (1) <i>All material opportunities</i>
		semua bahan materi (1) <i>all material matters</i>	Sepenuhnya (1) <i>fully</i>
		Pada seluruh waktu pembahasan (1) <i>At all additional times</i>	Pada waktu (1) <i>At time</i>
			No translation (6)
			Dalam keadaan (1) <i>In the condition</i>
			Terutama pada waktu (1) <i>Particularly when</i>
			Di saat saat penting (1)

			<i>At important moments</i>
			Bahan waktu (1) <i>Time materials</i>

Material time refers to ‘time which has important relevance to the case’. In the above translations, the word *material* seems to cause the problem. In this phrase *material* is used as an adjective meaning ‘important’, ‘basic’ while as a noun *material* means ‘physical substance’, ‘cloth’, ‘equipment’ and ‘information’. It turns out that most of the translations, the students treated the word *material* as a noun and thus rendered it as ‘bahan’. In effect, their translations did not carry the original SL meaning.

Doublets

Table 7. Translation of loss and damage.

+meaning + form	+ meaning – form	-meaning + form	- meaning - form
Kehilangan dan kerusakan (2) <i>Loss and damage</i>	Merugi (1) <i>(be) lost</i>	Kerusakan dan bahaya (1) <i>loss and danger</i>	Kehilangan dan terpukul (1) <i>Loss and devastated</i>
Kerugian dan kerusakan (13) <i>Loss and damage</i>	Kerugian (5) <i>loss</i>	Kerugian dan meminta ganti rugi (1) <i>loss and asking for compensation</i>	Kehilangan banyak (1) <i>Lose much</i>
Rugi dan kerusakan (2) <i>Lost and damage</i>	Kehilangan dan rusak (1) <i>loss and damaged</i>	Kekalahan dan kerugian (1) <i>Defeat and loss</i>	Mengalah dan mengganti kerusakan (1) <i>Relented and replaced damage</i>

Doublets, such as *loss and damage*, carry the same meaning and actually can be replaced by one word. Yet, for the sake of completeness, both words should be translated into the TL. The problem is when there are not many synonymous words in the target language. Fortunately, the formal rendering of the above doublet can be found in Indonesian, thus it can be translated as ‘kerugian dan kerusakan’, even though the word ‘kerugian’ can cover both words in English. Doublets in English usually consist of two nouns, thus they must be translated as noun. Some of the translations above change the noun form ‘kerugian’ into an adjective ‘rugi’ which means ‘experience loss’.

Phrasal verbs

Table 8. Translation of entered into

+meaning + form	+ meaning –form	-meaning + form	- meaning - form
Yang diadakan (1)	Disetujui (4)	Dimasukkan (1)	No translation (6)
Yang dibuat (4)		Dimasuki (1)	Masuk (4)
Yang diikuti (2)		Yang dimasuki (1)	Memasuki (2)
		Dijalankan (1)	Yang mengikutsertakan (1)
		Yang diteken (1)	
		Yang diajukan (1)	

The phrasal verb *entered into* means ‘agreed to do something’. The problem here lies on the word ‘enter’ which literally means ‘come in’ or ‘masuk’ in Indonesian. Thus, mistranslations occur because the students use the word ‘masuk’ or ‘memasuki’ to translate *enter into*. Since the phrasal verb is in passive voice, some translations were also in passive forms, such as ‘dimasukkan’, ‘dimasuki’.

Reciprocal words

Table 9. Translation of claimant

+meaning + form	+ meaning –form	-meaning + form	- meaning - form
Pengklaim (2) <i>claimant</i>	Orang yang mengklaim (1) <i>Person who claim</i>	Pengaju (1) <i>applicants</i>	
Penuntut (20) <i>Claimant</i>	Pihak yang menuntut (1) <i>person who claim</i>		
Penggugat (2) <i>plaintiff</i>	Pihak penuntut (2) <i>Party who claim</i>		
	Orang yang membuat tuntutan (1) <i>Person who makes claim</i>		

A *claimant* is a person who claim something. The functional equivalent for this word is ‘penuntut’ or ‘penggugat’. This word is not too problematic because most of the participants can find the TL equivalent for this word. 5 persons used descriptive equivalent by giving the definition. Yet, these are acceptable because the meaning is still the same.

Table 10. Translation of defendant

+meaning + form	+ meaning –form	-meaning + form	- meaning - form
	Orang yang dituduh (3) <i>Person accused</i>	Pertahanan (1) <i>defense</i>	Yang dibela (1) <i>The defended</i>
Tergugat (5) <i>defendant</i>	Yang dituntut (3) <i>The accused</i>	Pembela (1) <i>defender</i>	Kedua pihak (1) <i>Both parties</i>
Tertuntut (2) <i>defendant</i>		Terdakwa (10) <i>The accused</i>	
		Penahan (1) <i>barrier</i>	
		Tertuduh (2) <i>The accused</i>	

In legal context, the word *defendant* has two meanings: (1) the person who is sued in a civil case and (2) somebody who is accused of a crime in a criminal case. In Indonesian both meanings can be rendered as (1) tergugat and (2) tertuduh/ terdakwa. Thus, in the sentence used above, the

appropriate translation would be 'tergugat', not 'terdakwa' The problem arose when the students related the word *defendant* with its root word *to defend* which means 'to protect against..' or 'to compete in sport' or in Indonesian 'membela' or 'menahan'. Thus, they translated defendant as 'pembela' or 'penahan', which were incorrect.

Conclusion and Suggestion

Translating legal English text is never an easy thing to do. To be able to translate legal text, a translator should be familiar with certain lexical and syntactic characteristics of legal English, having broad knowledge of both SL and TL law systems, and most important master both SL and TL linguistic systems.

Lack of mastery of both languages is shown by the participants of the present study. The primary problem is the application of literal translation, or word by word translation. The problem is intensified by choosing the inappropriate meaning of the polysemous words. The last problem is that the students were unable to construct the translations into good TL sentences. Their sentences sometimes did not follow the correct word order in Indonesian. This indicates that they do not master their own native language, especially in written form.

Translation difficulty is also caused by the absence of legal English-Indonesian dictionary. Since most of the legal terms and expressions are fixed and conventionalized, there is a need for a dictionary which can provide the functional equivalents in both languages.

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