

alents in domains such as finance, medicine, and zoology. Since legal translation dictionaries are rooted in the domain of law, the data in such dictionaries are implicitly placed in a context of law. Though this is true, the above discussion indicated that the domain of law may be divided into sub-fields, which have to be explicitly presented in, e.g., general field dictionaries that treat the entire legal domain. The use of diatechnical labels in a general-field dictionary of law is illustrated in Figure 2.

generalforsamling
(1) (*folkerett**) general assembly (of the United Nations)
(2) (*selskapsrett**)
Eng: general meeting (of shareholders), members in general meeting
USA: shareholders' meeting
COMMENT The term "members" is used in England as the same as "shareholders".

Figure 2: Diatechnical labels in *Stor norsk-engelsk juridisk ordbok*

The diatechnical labels found in Figure 2 show that legal dictionaries may have to present contexts that are specific for different sub-fields of law. The article is from a Norwegian–English law dictionary intended for Norwegian lawyers, translators, businesspeople, teachers, and public administrators who need to communicate about Norwegian legal matters in English. Figure 2 explains that the translation of the Norwegian term (or rather two concepts) *generalforsamling* should be translated according to the sub-field context in which it/they occur. The first context is indicated as *folkerett* (i.e. public international law) and the other as *selskapsrett* (i.e., company law) so that translators can select the appropriate English equivalent. At the same time, the article contains the diatopic labels *Eng* and *USA* to make translators explicitly aware of restrictions in the context of use. Finally, Figure 2 includes a comment informing users of two synonyms used in legal contexts, a comment that is addressed to the context labelled company law.

Sub-field dictionaries within the field of law treat a specific part of the legal domain, meaning that the functional data in the dictionaries are clearly rooted in an implied context. Nevertheless, it may be necessary to present context explicitly because sub-field dictionaries often provide an in-depth treatment of a sub-field and its terms, concepts, and associated language. Figure 3 illustrates how this may be done.

injonction, f

1 (PRC) (et af retten meddelt pålæg, navnlig om fremlæggelse af beviser eller dokumenter, NCPC art. 763, al. 3): **påbud, pålæg.**

2 (PRA) (i forvaltningsprocessen kan domstolene på grund af magtfordelingsprincippet normalt ikke pålægge forvaltningen at foretage bestemte handlinger; undtagelsesvis kan dog f.eks. et offentligretligt selskab pålægges tvangsbøder til opfyldelse af en dom): **påbud, pålæg.**

Figure 3: Diatechnical labels in a sub-field dictionary treating French and Danish: *Retsplejeordbog*

Figure 3 shows an article from the French–Danish section of a quadrilingual judicial dictionary that treats the sub-field law of procedure (i.e. the administration of justice), covering terms in English, French and German-speaking jurisdictions in the European Union and their Danish translations. Procedural law is often divided into two, or in the case of France three, broad sub-sub-fields, namely civil procedure, criminal procedure, and administrative procedure. The first context in which the French *injonction* occurs is civil procedure (indicated by PRC = *procédure civile*), whereas the second context is administrative procedure (indicated by PRA = *procédure administrative*). In this article, the context markers are addressed to the lemma and, in addition to the abbreviated labels, the contexts are provided by explicit definitions in Danish to cater for the intended Danish users. The definitions provide knowledge-related context and the boldface, Danish equivalents provide translation assistance. Finally, context is also provided by the reference to a source outside the dictionary (NCPC art. 763, al. 3), which is a reference to Article 763, point 3 of the *Nouveau Code de Procédure Civile*, where further details and context may be found. Another example of context in dictionaries appears in Figure 4.

The article treating the term *general average* is from an English–Danish law dictionary intended for Danish translators, lawyers and students who need to translate English legal texts into Danish (Figure 4). The Danish definition explains the meaning of the English term and places it in a maritime context, matching the above definition in *The Oxford Companion to Ships and the Sea*. Furthermore, the article presents a recommended Danish translation in boldface, *almindeligt havari*, as well as two synonyms (*groshavari*, *fælleshavari*) to the Danish equivalent. In legal translation dictionaries, it is important that equivalent-addressed synonyms are full synonyms (as is the case in Figure 4), i.e. have the same meaning in law and are not subject to, e.g., collocational restrictions. Finally, a cross-reference to another article in the dictionary (*particular average*) provides addi-

tional context, allowing users to compare and contrast the two types of average in maritime law.

general average *substantiv*

1. Definition

Skade eller omkostning for forsætlig skade på skib eller ladning for at redde begge fra truende fare eller omkostninger som direkte følge heraf
almindeligt havari

Synonymer

groshavari
fælleshavari

Se også

[particular average](#)¹

Figure 4: Context presented as definition in *Juridisk ordbog engelsk–dansk/dansk–engelsk*

Lexicographers may provide extended context by presenting definitions in both the source and the target language. This type of contextual presentation may assist translators in two ways: the source-language definition helps users to establish whether they have found the correct dictionary article to check that the meaning of the lemma matches that in the source text; secondly, the target-language definition may help users with translation-relevant context in that it helps users translate or otherwise communicate about a source-language term in the target language. One example of this type of context is found in Figure 5, which contains an article from a Norwegian–German dictionary of law with professional translators, lawyers, and students as its intended user group.

generalforsamling [PRNÆR]

Gjennom generalforsamlingen ut-
øver aksjonærene den øverste myn-
dighet i selskapet. [aksjel. §9-1)

Hauptversammlung *f*

Durch die Hauptversammlung
üben die Aktionäre ihre Rechte
aus.

Bei einer GmbH gibt es statt der Haupt-
versammlung die Gesellschafterversamm-
lung.

Figure 5: Context presented in definition in two languages: *Norsk–Tysk Juridisk Ordbok*

The two definitions in Figure 5 are directly related to the overall contexts of scope, function, and use. The label PRNÆR indicates that the Norwegian term belongs to the sub-field of commercial law. The Norwegian definition closes with a reference to a dictionary-external source, namely section 9-1 of the *Norwegian Companies Act*, where users can find additional context (the Act has subsequently been repealed and replaced). Since the dictionary provides translating assistance, the German equivalent and the German definition represent data that relate to the dictionary-function context as well as the use context, while the note in small print at the foot of the article makes users aware of differences in legal systems: the Norwegian term corresponds to a different German term if it relates to one specific type of company in Germany, namely a *Gesellschaft mit beschränkter Haftung* (GmbH) — which may be described as a small or medium-sized private limited-liability company.

Legal translation dictionaries may also contain bilingual presentations of contextual data relating to differences in the two legal systems involved. This type of contextual data may take various forms as illustrated in Figure 6.

konkurs bankruptcy; (*Scot*) sequestration;
[A/S – Ltd/Plc] insolvency; winding-up,
liquidation; dissolution [cf. **avvikling**;
gjeldsforhandling; **oppbud**; **oppløsning**;
sletning; **tvangsoppløsning**]
Aksjeselskaper kan ikke, ifølge engelsk lov,
«gå konkurs» (i motsetning til norsk og
amerikansk lov), de blir «avviklet»
(«personlig konkurs» mot «aksjeselskaps-
konkurs»). Imidlertid brukes ”bankrupt(cy)”
av og til også upresist om selskaper – *Joint-
stock companies cannot under English law
go bankrupt (unlike Norwegian and US
law), they are wound up or liquidated
(personal bankruptcy vs company failure).*
*However, bankrupt(cy) is sometimes loosely
applied also to companies*

Figure 6: Excerpt from *Norsk–engelsk juridisk ordbok*

The article in Figure 6 is intended to help translators, interpreters, lawyers, and others translate Norwegian legal texts into English and the lexicographer has opted for presenting context that matches the profiles of the intended users. Firstly, the article contains several English equivalents: an unmarked equivalent (*bankruptcy*); a Scottish equivalent (*sequestration*) marked by a diatopical label; and four equivalents that are labelled as belonging to companies (*A/S* and *Ltd/Plc*). The interpretation of the label *Ltd/Plc* requires some knowledge on the part users as it refers to two corporate entities in the UK jurisdiction. Sec-

only, the equivalents are followed by cross-references in square brackets to six Norwegian terms where users may find additional contextual and translation-relevant data. Thirdly, the article explains in Norwegian that the term *konkurs* applies to both personal insolvency and company insolvency in contrast to the UK legal system, where the rules and terminology relating to personal and company insolvency differ. The legal-systemic data also explains that the Norwegian concept of *konkurs* is more like the US legal system. In addition, the English term *bankruptcy* is often loosely used to refer to both personal and company insolvency. Finally, the contextual data on legal-systemic differences is presented in both Norwegian and English, which may help users understand the differences as well as help users communicate about these differences in English. The contextual data in the article are thus related to the overall contexts of scope, function, and use.


Some dictionaries contain very specific data intended to assist legal translators. Such data are directly related to the context of use and may be presented in various ways, for instance, depending on the perspective adopted by lexicographers or related to translation strategies. Figure 7 contains an example of a comment on translation.


aksjekapital
Eng: share capital (but see comment below)
USA: stated capital
COMMENT In the USA the terms “capital stock”, “capital shares” and “legal capital” are also used. The term “capital” is sometimes used both in England and the USA. But “capital” has many other meanings as well and might lead to confusion.
COMMENT ON TRANSLATION In England, once an issue of shares is fully paid, the company may convert the shares into “stock”. Stock is capable of being divided into and held in any irregular fractional amount, while shares are of equal denomination. If a company has made such a conversion, the *aksjekapital** will be referred to as “stock capital”.

Figure 7: Comment on translation in *Stor norsk–engelsk juridisk ordbok*

The explicit comment on translation in Figure 7 concerns the translation of the Norwegian term *aksjekapital* into British English (Eng) and combines a legal and a translation context. The lexicographer thus provides an extra-lexicographic

context by explaining elements of substantive law (diatechnical dimension) and a use context by helping translators selecting the appropriate term. These contexts are aligned with the dictionary's user group in terms of factual and language competences when translating legal texts, i.e. user needs. An English–Danish law dictionary whose user group is legal translators, other translators, interpreters, lawyers, the business community, and students provides help to translation in very specific parts of the translation process (Figure 8).

whereas *konj.* 

 1. **da, eftersom**

2. **EU** i præambel til direktiver og forordninger: oversættes ikke, da indholdet er indeholdt i indledningen "ud fra følgende betragtning(er)"

3. **aftaleret** i visse kontrakter findes ofte en præambel, bestående af en eller flere 'recitals', der hver især indledes med ordet "whereas"; kan evt. oversættes med idet bemærkes, at (...) og at (...); da; i betragtning af, at; eftersom e.l., eller oversættelse kan undlades, således at de enkelte punkter udtrykkes i hovedsætninger
se også [recital](#)

▼ Udtryk & vendinger

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Figure 8: Detailed help to translate English legal texts into Danish: *Juridisk ordbog engelsk–dansk*

The article in Figure 8 addresses context in several ways. Firstly, it concerns the conjunction *whereas* and presents three contexts: one unmarked, general translation option; one restricted to a European Union context (*EU*); and one restricted to contract law (*aftaleret*). Secondly, the data contained in the comment on EU translation explains that in the preamble of directives and regulations, the English conjunction *whereas* is not translated into Danish because the meaning of the conjunction is contained in the Danish introduction by the phrase "ud fra følgende betragtning(er)" (i.e. based on the following consideration(s)). This reference to the dictionary-external world indicates that the wording in specific text genres is structured differently in English and Danish within the same genre and the same supranational jurisdiction. Thirdly, the context provided for meaning 3 explains that English contracts often contain preambles with recitals introduced by the conjunction *whereas* and that the English conjunction can be translated in several ways, including non-translation if the Danish translator uses main clauses instead of conjunctions. Finally, the article contains an English example sentence from a contract and its Danish

translation (*Udtryk & vendinger*), which explicitly shows how to translate the English conjunction *whereas* and the remainder example text into Danish by using main clauses. Example sentences like this illustrate usage in legal contexts at the level above words, terms, and phrases with a direct link to translation.

The example sentence in Figure 8 indicates that dictionaries can help users translate legal collocations and phrases. Alcaraz Varó and Hughes (2002: 167-170) argue that collocations are important parts of legal texts, and it is imperative that they are translated correctly in a legal sense as well as a language sense; legal collocations may broadly be described as lexical combinations regularly found in legal texts. Since collocations are rather short strings of text, lexicographers may consider including phrases in their dictionaries, for instance because they may be difficult to translate factually, grammatically, and idiomatically correct. This may be due to false friends, fixed collocations or phrases, different languages having different rules of syntax and morphology, all or some of which translators may be unaware of (see the discussion of user competences and skills in Section 2 above). An example of a Danish–English legal translation dictionary containing collocations and phrases is found in Figure 9.

kontrakt *substantiv*

1. Definition

En retligt bindende aftale, der stifter et retsforhold mellem parterne
contract

Fraseangivelser

fastholde en kontrakt
affirm a contract

efter kontraktens udløb
after the expiration of the contract

tiltræde en kontrakt
become a party to a contract

misligholde en kontrakt
breach a contract

indgå en kontrakt
conclude a contract

opretholde kontrakten
keep the contract alive

ved nærværende kontrakts ikrafttræden
on the coming into force of this contract

ved nærværende kontrakts udløb
on the expiration of this contract

Figure 9: Excerpt with collocations and phrases from *Juridisk ordbog engelsk–dansk/dansk–engelsk*

Figure 9 illustrates how a Danish–English legal translation dictionary intended for Danish translators, lawyers and students presents Danish word combinations and their translations into English. In addition to a definition in Danish

and the boldface translation equivalent, the article contains a total of 14 Danish collocations with their English translations, such as *affirm a contract* and *conclude a contract*, and phrases, such as *on the coming into force of this contract* and *on the expiration of this contract*. The last two phrases show, for instance, that the Danish and English word order is different (compare the placing of the terms *kontrakt* and *contract*), and prevents the use of false friends, in that the Danish preposition *ved* generally corresponds to the English prepositions *with* and *by*, but the English preposition *on* has to be used when translating the legal phrases. This illustrates an important aspect of specialised translation, as explained by Gerzymisch-Arbogast (2008: 30): "It is the whole unit of such lexical expressions that the translator has to identify and transport to another textual environment." Therefore, translators will benefit from legal translation dictionaries containing such phrases.

Finally, it seems appropriate to note that contextual data in legal translation dictionaries should be accurate and sufficient. One challenge for lexicographers is that contextual data may be sufficient for one user group but not for another, depending on their legal, language, and translation competences and skills (see Section 2 above). If translators misunderstand the data and because of that produce translations containing incorrect legal terms, this may have serious financial and legal consequences. Contextual data referring to specifics of legal systems are often found in definitions or notes and, if inaccurate or insufficient, may lead to serious mistakes in translations. Legally incorrect translations may fail to create or transfer legal rights and obligations, which in turn may have severe financial and property-related consequences, for example, for parties to contracts and beneficiaries in wills. Such faulty translations may be caused by insufficient definitions or inaccurate collocations or phrases in dictionaries. In addition, references to dictionary-external sources may link to outdated information (see discussion of Figure 5 above) and thus mislead translators and affect the legal contents of translations negatively. Contextual data referring to specifics of legal language are often found in comments (see discussion of Figure 8 above) and should result in grammatically and idiomatically correct translations, but if insufficient may lead to ungrammatical or idiomatically incorrect translations. Such faulty translations may have none or insignificant legal and financial consequences but may result in translations that readers find have strange syntax and clause structures and therefore difficult to understand.

Having seen that contextual data are helpful in legal translation dictionaries, it is appropriate to examine how contextual data relate to the extra-lexicographic translation activity.

4. Context and the translation process

The inclusion of context in legal translation dictionaries may be explained further by examining the relation of context to two elements: the translation process

and the language in which context is presented. A discussion of the translation process may thus take into consideration the extent to which dictionaries are intended to assist translators. A very general description of the translation process divides it into three phases: Translators decode (interpret and understand) the text to be translated, transfer the meaning of the text, and encode (produce) a text in another language (see e.g. Alcaraz Varó and Hughes 2002: 23; and Gerzymisch-Arbogast 2008: 12). From this perspective, legal translation dictionaries should contain data that enable translators to decode, transfer and encode, with or without the use of generative artificial intelligence, and this involves two languages. The article in Figure 9 contains a Danish term and a Danish definition providing semantic context, which may help translators to understand the meaning of the term in Danish source texts, i.e. an example of assistance in the decoding phase of translation. Figures 6 and 7 present domain-specific and translation-specific contexts to users and may thus be said to assist in the transfer phase of translation. The article shown in Figure 8 presents contextual data to users relating to the production of texts in such a way that it may be said to assist the encoding phase of translation. Finally, Figure 5 contains context expressed in Norwegian and German and Figure 6 contains context in Norwegian and English to Norwegian users, while Figure 9 provides context in Danish and English to Danish users, and these examples may be said to assist in all three translation phases. Finally, Figures 5, 6, and 7 contain comparative legal data assisting translators in their decision-making.

When discussing context in legal translation dictionaries and their relation to the translation process, lexicographers should consider the language in which they present context. To be as useful as possible, contextual data should be expressed in language that is easily understood by the dictionary's intended user group. The use of the native language of the users means that more will be able to understand the contextual data easily and correctly than if they had been written in a foreign language. Figures 2 and 7 appear to contradict this statement in that the language of contextual data is English despite the intended users being Norwegian. Nevertheless, the contextual data indirectly help users to translate Norwegian texts in a proper way, or otherwise communicate about Norwegian law. Figures 3, 4, 5, 6, 8 and 9 present contexts in the native language of the intended user groups. For instance, context is expressed in Danish in Figure 3, which contextualises French legal terminology, and context is partly expressed in Norwegian and partly in German in Figure 5. That being said, the contexts provided in Figures 2 and 7 could have been expressed in the native language of the intended user groups instead of English without loss of information, which may be substantiated by the Danish definitions in Figures 3 and 4, which cater for Danish user groups. The above considerations are subject to a proviso, however: The language, legal, cultural, and translational competences and skills of the intended user groups should be the determining factors when deciding on the language in which to present contexts.

5. Concluding remarks

This article set out to investigate context in legal translation dictionaries and how contextual data can help legal translators in the translation process. The findings indicate that context in relation to legal translation dictionaries can be described as a concept with two dimensions. The first is the overall context in which the dictionaries are intended to be used and relates to the extra-lexicographic translation situations and the intended user groups, which may be seen as a function-dependent dimension. The second dimension is the context(s) in which specific data types in the dictionaries are situated and relates to the selection and presentation of contextual data supporting translation of legal texts, which may be described as a data-dependent dimension. The above discussion reveals that the two dimensions interact with each other in that decisions lexicographers make in the data-dependent dimension rely on decisions made in the function-dependent dimension and vice versa. For example, online formats provide lexicographers with various digital options for finding and presenting contextual data to users and may offer users ways in which to access the data in legal translation dictionaries that differ from those offered by print dictionaries.

Law and legal language are culture-bound in the sense that they represent a system and a language tied to a particular jurisdiction such as a country or region. This affects the overall context in which legal translation dictionaries exist and their lexicographic scope in that they treat two or more legal systems and their associated languages. Lexicographers may choose between various solutions in their attempt to help translators such as diatopical and diatechnical labels, which help translators distinguish between jurisdictional term variants. At the same time, legal translation is an interdisciplinary activity involving competences and skills relating to law, language, and translation, meaning that legal translation dictionaries should provide help at various levels of translation such as terms, words, collocations, and phrases. Furthermore, legal translation involves a decoding, a transfer, and an encoding phase, each requiring different types of help from legal translation dictionaries. For dictionaries to provide the necessary help to legal translators, lexicographers should consider presenting legal concepts and terms with their definitions and comparative legal data, as well as examples of their occurrence. This may be done by showing pragmatic contexts, syntactic-semantic contexts, and contexts of use related to source-language as well as target-language items, including concepts, terms, collocations, phrases, translation equivalents, example sentences, dictionary-internal cross-references, and dictionary-external references. Dictionaries may include all the necessary context for a specific translation task, but lexicographers are not responsible for what dictionary users do with the dictionary data. No matter how much context legal translation dictionaries provide, there is no guarantee that translations will be correct.

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