TRANSLATION OF ARCHAISMS IN ENGLISH CONTRACTUAL DOCUMENTS

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ABSTRACT
This research investigates the translation of archaisms, particularly here-words and there-words, from English to Indonesian, highlighting the unique challenges they present. Using a descriptive qualitative method, the study is framed by the Skopos theory and ISO 24495-1:2023 - Plain Language principles. The Skopos theory stresses the translation's intended purpose, advocating a functional approach that enhances the target text's communicative efficacy. ISO 24495-1:2023 ensures legal documents are clear, concise, and accessible, maintaining their legal integrity. The research examines a bilingual English-Indonesian contractual document, the Global Master Repurchase Agreement, to analyze the translation of these archaic terms. Findings show that translating archaisms demands careful attention to nuances, cultural connotations, and legal implications. The study reveals that using plain Indonesian expressions improves readability and reduces misinterpretation. Emphasizing cultural and contextual considerations, it advocates for strategies that maintain the original text's legal validity while enhancing accessibility. This aligns with the global movement towards plain language in legal documents, promoting transparency and efficiency in international transactions. The research provides insights into effective translation practices for legal archaisms, supporting the development of clearer legal documentation in Indonesia and contributing to the broader discourse on improving legal translation in a globalized world.

KEYWORDS: Legal translation, archaisms, Skopos theory, ISO 24495-1:2023, Plain language.
INTRODUCTION

In the global landscape of commerce and trade, contracts serve as the bedrock of agreements between parties, delineating rights, obligations, and expectations. Within this intricate framework, language plays a pivotal role, serving as the conduit through which these agreements are formulated and executed (Yuan, 2020). Given the increasing prevalence of cross-border transactions and international contracts in today’s rapidly globalizing world, the importance of effective communication and understanding in legal matters across different languages and legal systems has become paramount (Xiao-wen, Afzaal, and Aldayel, 2023). This trend is further emphasized by the widespread use and recognition of English as the lingua franca, making it the dominant language for international business, trade, and legal transactions across diverse cultures and regions. English has emerged as the de facto world language in various international business activities (Rao, 2019; Dash, 2022). However, unlike other varieties of English where archaic words are no longer in use, English used in international contracts is well-studded with numerous archaic words (Šarčević, 1997; Guangqi, 2014).

The discourse surrounding the use of archaisms in English contract documents is multifaceted, with both proponents and opponents offering compelling arguments. On one hand, proponents advocate for the tradition and formality that archaic language lends to legal documents, asserting that it ensures consistency, precision, and clarity in contractual terms, thus enhancing legal validity and enforceability. On the other hand, opponents contend that archaic language creates barriers to accessibility and understanding, particularly for laypeople and non-native English speakers. Furthermore, they argue that it introduces unnecessary complexity, ambiguity, and potential for legal disputes, ultimately impeding clear communication and undermining the effectiveness of contracts (Bashir, Yunus, and Abdullahi, 2018).

Translating archaisms in contract documents presents several challenges for translators. These archaisms refer to outdated or old-fashioned language elements that are no longer commonly used in modern spoken or written English but are still in use in legal writing, with a focus on here-words and there-words. Specifically, translating here-words and there-words such as hereby, herein, hereof, hereto, hereunder, hereinafter, hereafter, thereby, thereunder, thereof, therefrom, and the like into languages with limited legal terminology may require creative solutions to capture the intended meaning effectively. Moreover, archaisms often contribute to the overall style and register of legal language, and their absence or mistranslation can affect the text’s credibility and legal validity. The use of archaic language in business contractual documents can pose difficulties for non-native speakers unfamiliar with outdated or obscure terminology (Scott and O’Shea, 2021).

The translation of archaisms in legal documents has been extensively studied, reflecting both the ongoing evolution of legal language and the challenges posed by historical linguistic forms in contemporary communication (Li, 2019). Recent studies have focused on the differing perceptions of archaic language forms among legal professionals, linguists, and the general public, highlighting the need to reconcile these diverse perspectives. This reconciliation is essential for developing effective translation strategies that preserve historical significance while meeting contemporary communicative needs (Piszcz and Sierocka, 2020). By reviewing these studies, one gains a deeper understanding of the implications and complexities involved in translating archaic language in legal documents.

Recent studies have illuminated the implications and complexities inherent in translating archaic language in legal documents (Pontrandolfo and Peruzzo, 2017). Transitioning from this, Awe and Fanokun (2018) explored the frequency, structure, and
meaning of archaisms in legal contracts, advocating for the incorporation of modern terminology to accommodate both legal professionals and laypersons. Their research underscores the need for clarity and accessibility in legal language, recommending the replacement of archaic terms with contemporary equivalents. Similarly, Li (2019) identified that the presence of archaisms in English contract documents complicates the translation process, requiring meticulous consideration of cultural and contextual factors. Building on this, it becomes evident that accurate translation is crucial to avoid misinterpretations and to ensure the clarity and legality of translated documents. Consequently, the study of translating archaisms in business contractual documents across various language pairs has yielded valuable insights into the challenges of this task. Li (2019) further found that English archaisms often lack direct equivalents in other languages, thereby compelling translators to employ alternative linguistic constructs that convey the same legal meaning.

Understanding the varying perceptions of archaic language forms among legal professionals, linguists, and the general public is crucial for devising effective translation strategies (Piszcz and Sierocka, 2020). Moreover, previous research underscores the intricate nature of translating archaic language forms while preserving both the legal significance and historical integrity of the original text (Ramos, 2020). In this context, Dewi, Wijaya, and Hidayat (2020) explored the difficulties of translating English legal texts into Indonesian, emphasizing the importance of considering cultural and linguistic factors in the translation process. Their study sheds light on the challenges of translating English legalese into Indonesian, revealing a lack of established legal language in Indonesian due to translations predominantly using common words. Furthermore, the research finds that most English legalese terms and expressions studied are translated using common words and expressions, which can be found in the official monolingual Indonesian dictionary (Kamus Besar Bahasa Indonesia/KBBI).

Translating archaisms necessitates careful consideration of the nuances, cultural connotations, and legal implications associated with these terms (Garner, 2021). In light of this, recent research has highlighted the impact of archaic language on legal interpretation, noting the potential for misinterpretations and ambiguities (Walton, Macagno, and Sartor, 2021; Qian, 2021). Moreover, Hellmann and Patel (2021) further emphasized the importance of examining how translated plain language contracts are received and understood by stakeholders in international business transactions. This research underscores that this comprehensive evaluation extends beyond linguistic challenges to include broader implications for international business practices. Recognizing the difficulties archaic language poses, particularly for non-native speakers, Scott and O’Shea (2021) underscored the necessity of translating such terms into plain language to ensure clarity, comprehension, and legal adherence. As a result, this recognition has laid the groundwork for advancements in plain language communication within the legal field. Consequently, the Plain Language Movement, which emerged in the 1970s, has gained global recognition, marking a significant milestone in advocating for clearer communication in legal documents (Cols, 2021). In summary, translating legal language into plain language is of utmost importance. The shift towards plain legal language has been a significant development in the legal field. It has not only improved accessibility and understanding for the general public but has also contributed to empowering individuals to navigate the legal system effectively (Luttermann, 2021).

Alsaeed and Abdulwahab (2023) examined translation procedures employed by translators in legal contracts, advocating for an integrated approach to legal translation. Their study revealed significant issues arising from the exclusive use of the formal equivalence approach. In light of this, they emphasized the urgent need for an approach...
that combines both literal and free translation methods, or formal and dynamic approaches, considering lexical, syntactic, cultural, and stylistic factors comprehensively. Similarly, Martínez, Mollica, and Gibson (2023) underscored the various barriers posed by complex legal language in understanding and accessing the law. They emphasized that plain language translations not only promote understanding but also empower individuals and mitigate legal risks associated with misunderstandings.

Agostini (2023) further highlighted the exclusionary effect of complex legal language on individuals without a legal background, reinforcing the necessity of plain language translations to enhance accessibility and comprehension within the legal domain. In a similar vein, Borders (2023) stressed the empowerment that comes from understanding legal language in plain terms, noting that it enables individuals to assert their rights and navigate the legal processes effectively, thereby promoting access to justice. Additionally, Kandeel et al. (2023) emphasized the importance of transparency and accountability within the legal system, noting how plain language facilitates understanding and enables individuals to hold legal authorities accountable for their actions. Moreover, Xiao-wen, Afzaal, and Aldayel (2023) highlighted the practical benefits of plain language translations for legal professionals, pointing out the improvements in communication and efficiency within the legal system that result from clear and accessible language. Overall, the Plain Language Movement has played a pivotal role in advocating for clearer and more accessible communication in the legal field. Through its efforts, increased recognition and support for the use of plain language in legal documents by various organizations and governments worldwide has been achieved (Clarity, 2023).

The research collectively underscores the multifaceted challenges of translating archaic language in legal documents. To address these challenges, effective translation strategies must balance historical significance with contemporary clarity, accommodating cultural and linguistic nuances. In this regard, the integration of modern terminology and plain language principles not only facilitates comprehension and accessibility but also empowers individuals and enhances the efficiency and transparency of legal systems. Therefore, these insights advocate for an integrated, culturally aware approach to legal translation, emphasizing the need for clear, accessible, and legally sound communication in the global legal landscape.

Previous studies have highlighted the challenges of translating archaic language in legal documents, advocating for modernization to enhance clarity and accessibility. However, a significant research gap exists concerning the translation of here-words and there-words from English contract documents into Indonesian. While extensive research has explored the complexities of translating archaisms and the necessity of plain language in legal communication, there is limited inquiry into the specific translation strategies for these linguistic elements. Additionally, existing studies emphasize the importance of considering cultural and linguistic factors in the translation process, as well as the implications of archaic language on legal interpretation and international business transactions. Nonetheless, guidelines for translators dealing with archaic language in Indonesian legal contexts are lacking.

This research aims to address this gap by examining the translation challenges of here-words and there-words in English contract documents into Indonesian. It seeks to provide insights into effective translation strategies, ultimately enhancing the quality and reliability of legal translations in the Indonesian context. The novelty of this research lies in its focus on the unique linguistic and contextual complexities inherent in translating these spatial and temporal references, thereby contributing to a deeper understanding of cross-cultural legal communication and translation strategies. Adopting a multifaceted
approach, this study analyzes the translation of here-words and there-words from English contract documents into Indonesian. It draws upon the theoretical framework provided by the Skopos theory and the standards outlined in ISO 24495-1:2023 - Plain Language (ISO 24495-1, 2023).

**The Skopos Theory**

Translation, especially in the legal field, poses unique challenges due to the complex nature of legal texts and the need for precision, clarity, and adherence to legal systems and cultural norms (Xiao-wen, Afzaal, & Aldayel, 2023). One theory that has been developed to guide the process of legal translation and overcome these challenges is the Skopos theory. The Skopos theory, developed by Hans J. Vermeer in the late 1970s, presents a comprehensive framework for analyzing and approaching translation with a focus on the intended purpose and function of the target text (Nord, 2001; Xiaoyan, 2012; Bator, 2020). The theory rejects the idea of fidelity to the source text as the primary goal in translation and instead prioritizes the intended communicative function of the target text for the specific context and audience.

The Skopos theory recognizes that translation is not a mechanical substitution of words from one language to another but involves an active decision-making process informed by the translator's understanding of the purpose, cultural context, and target audience (Yan-jie, 2021). According to the theory, the purpose of translation is the central guiding principle. Translators must consider the purpose of the translation, the cultural and linguistic aspects of the target audience, and the relationship between the source and target cultures to produce an effective and culturally appropriate translation. The Skopos theory recognizes that the primary goal of translation is not to produce a word-for-word or literal rendition of the source text, but rather to achieve the intended purpose and function of the target text.

One of the key principles of the theory is that translation should be seen as a purposeful action. This means that translators should approach translation as a strategic decision-making process, taking into account the specific communicative goals of the target text and adjusting their strategies accordingly. This approach acknowledges that translation is not a one-size-fits-all process, but rather a dynamic and context-dependent activity that requires the translator to make conscious choices based on the intended purpose and function of the target text (Romaniuk & Zapotichna, 2020; Scarpa, 2020).

The Skopos theory emphasizes the importance of considering the cultural and linguistic aspects of the target audience. Translators must not only be proficient in the source and target languages but must also possess cultural awareness and sensitivity to produce translations that are effective and appropriate for the target audience. Furthermore, the theory recognizes that translation is influenced by various factors, such as the cultural situation of the translator, the relationship between the source and target cultures, and the situational context in which the translation is being carried out. These factors can significantly impact the form, content, and style of the translation. Therefore, to produce a successful translation, the translator must take into consideration not only the linguistic aspects of the source and target languages but also the socio-cultural context and purpose of the translation (Piszcz & Sierocka, 2020).

**ISO 24495-1:2023 - Plain Language**

In alignment with the principles of effective translation outlined by the Skopos theory, ISO 24495-1:2023 introduces standards for plain language communication. ISO (the International Organization for Standardization) is a global federation of national standards bodies (ISO member bodies). ISO-based plain language focuses on clear and
concise communication using everyday language, addressing elements such as syntax, vocabulary, semantics, and typography. It includes guidelines based on four principles: 1) Readers get what they need (relevant); 2) Readers can easily find what they need (findable); 3) Readers can easily understand what they find (understandable); and 4) Readers can easily use the information (usable) (ISO 24495-1, 2023).

The use of ISO-based plain language principles in the translation of contract archaisms is a crucial aspect of increasing clarity and accessibility in legal documents. By applying these principles, language barriers and confusion can be minimized, ensuring that all parties involved have a clear understanding of the terms and conditions laid out in the contract (Pomeroy, 2023). Incorporating ISO-based plain language guidelines also aligns with the global trend towards simplifying legal documentation, promoting transparency, and enhancing overall comprehension (ISO 24495-1, 2023). This approach enables a more inclusive and equitable legal system where individuals with varying levels of language proficiency can engage with contracts and legal agreements confidently.

Moreover, by streamlining contract language and eliminating archaisms, the potential for misinterpretation and ambiguity is significantly reduced (Marlia., Lukmana, and Gunawan, 2023). This not only benefits the parties directly involved in the contract but also facilitates more efficient dispute resolution and legal proceedings, ultimately contributing to a more effective and accessible justice system. ISO-based plain language, as defined by the International Organization for Standardization, emphasizes clear and concise communication using everyday language that can be easily understood by the target audience. ISO-based plain language principles consider various elements that impact readability and comprehension. These include syntax, vocabulary, semantics, and typography (ISO 24495-1, 2023). In the context of contract translation, ISO-based plain language principles serve as a useful framework for ensuring that the translated document is accessible and easily understood by all parties involved. By eliminating archaisms and streamlining language, the risk of misinterpretation and ambiguity is reduced, benefiting parties involved in contracts and facilitating efficient dispute resolution.

Translating here-words and there-words from English into plain Indonesian expressions aligns with the principles of the Skopos theory and ISO 24495-1:2023 - Plain Language, driven by the goal of enhancing clarity, accessibility, and user-friendliness in legal communication. Analyzing this subject through these theoretical frameworks reveals the reasons behind opting for plain language translations and their implications. The Skopos theory posits that the purpose of translation determines the translation strategy employed. When the aim is to make legal documents more understandable and accessible to a wider audience, including non-native speakers and individuals without legal expertise, translating here-words and there-words into plain Indonesian expressions becomes essential. This approach prioritizes the communicative function of the translation over strict adherence to the source text, aiming to convey the intended meaning effectively within the target cultural and linguistic context. In legal translation, the primary purpose often includes ensuring that the text is understood by all relevant stakeholders. This aligns with the notion that legal texts must not only be accurate but also clear and comprehensible to avoid misinterpretations and legal disputes. Translating here-words and there-words into plain Indonesian thus becomes a strategic decision to enhance the communicative efficacy of the document. ISO 24495-1:2023 - Plain Language provides guidelines for clear and accessible communication, advocating for simplicity and user-friendliness in language use, particularly in legal and governmental contexts.
METHOD

This study adopts a case study approach to analyze the translation accuracy, clarity, and naturalness of English here-words and there-words into Indonesian by employing a descriptive qualitative method. The primary aim is to investigate how these archaic expressions are translated into Indonesian, while simultaneously upholding fidelity to the original meaning, ensuring clarity, and preserving linguistic naturalness. This entails reference to both English and Indonesian dictionaries, as well as online resources, to elucidate the semantic nuances and contextual usage of the archaic terms.

The data utilized in this study originate from a bilingual contractual document entitled "Global Master Repurchase Agreement (presented in English as a Source Text)/Perjanjian Induk Global Pembelian Kembali (rendered in Indonesian as a Receptor Text)." This document is openly accessible on the internet at https://www.ojk.go.id/id/kanal/pasar-modal/regulasi/surat-edaran-ojk/Documents/Lampiran%203%20GMRA.pdf. The decision to utilize data from online sources was predicated upon two primary considerations: firstly, their public accessibility facilitates unrestricted utilization by the general public; and secondly, acknowledgment of the prevalence of archaic terms commonly encountered within contractual documents, as evidenced in the source text.

This research adopts the Skopos theory and ISO 24495-1:2023 - PLAIN LANGUAGE (ISO 24495-1, 2023) to analyze the translation of here-words and there-words from English contractual documents into Indonesian. By leveraging the Skopos theory, the research aims to investigate how the translation of these linguistic elements can aptly convey intended meanings and legal nuances within the Indonesian context while considering the intricate interplay of linguistic, cultural, and situational variables. This involves consulting English and Indonesian dictionaries, alongside internet-sourced information, to elucidate the meanings and contextual usage of the archaic terms in both languages. Moreover, the integration of ISO 24495-1:2023 - PLAIN LANGUAGE standard, serves as a valuable resource for fostering clarity, accessibility, and comprehension in legal discourse. This standard provides guidelines for employing plain language in legal documents, accentuating the significance of clear and concise expression to facilitate comprehension across diverse audiences. The incorporation of these theoretical frameworks offers a comprehensive framework for evaluating the translation strategies employed for archaic language in legal discourse, ultimately enhancing the quality and effectiveness of legal translations into Indonesian.

FINDINGS AND DISCUSSION

The total count of archaisms identified is 84, with these being exclusively categorized as either here-words or there-words. Table 1 shows that here-words constitute a significant portion of the dataset, with 64 instances (76.19% of the total archaisms). Within this category, "hereunder" and "hereto" are the most frequent, each occurring 24 times and accounting for 28.57% of the total archaisms independently. The translation of "hereto" displays the most diversity. The word “hereto” appears with multiple translations: dalam Perjanjian ini/Lampiran Keagenan (50%), dari Perjanjian ini/Lampiran Keagenan (16.6%), Perjanjian ini (16.6%), dengan Perjanjian ini (4%), atas Lampiran Keagenan (4%), and pada Lampiran Keagenan (4%).
Table 1
Indonesian translations of English archaic words (here-words).

<table>
<thead>
<tr>
<th>Type</th>
<th>English Archaisms</th>
<th>Frequency of Archaism Occurrence</th>
<th>Indonesian (Translation)</th>
<th>Frequency of Indonesian Translation Occurrence</th>
<th>Percentage of Indonesian Translation Appearing</th>
</tr>
</thead>
<tbody>
<tr>
<td>“here-words”</td>
<td>hereof</td>
<td>1</td>
<td>dalam Perjanjian ini</td>
<td>1</td>
<td>100%</td>
</tr>
<tr>
<td></td>
<td>hereform</td>
<td>1</td>
<td>pengesampingan Perjanjian ini</td>
<td>1</td>
<td>100%</td>
</tr>
<tr>
<td></td>
<td>hereafter</td>
<td>1</td>
<td>di bawah ini</td>
<td>1</td>
<td>100%</td>
</tr>
<tr>
<td></td>
<td>herein</td>
<td>3</td>
<td>dalam Perjanjian ini</td>
<td>2</td>
<td>66.7%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>di dalam Perjanjian ini</td>
<td>1</td>
<td>33.3%</td>
</tr>
<tr>
<td></td>
<td>hereby</td>
<td>10</td>
<td>dengan ini</td>
<td>9</td>
<td>90%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>dengan Lampiran ini</td>
<td>1</td>
<td>10%</td>
</tr>
<tr>
<td></td>
<td>hereto</td>
<td>24</td>
<td>dalam Perjanjian ini/Lampiran Keagenan</td>
<td>12</td>
<td>50%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>dari Perjanjian ini/Lampiran Keagenan</td>
<td>4</td>
<td>16.6%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Perjanjian ini</td>
<td>4</td>
<td>16.6%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>dengan Perjanjian ini</td>
<td>1</td>
<td>4%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>atas Lampiran Keagenan</td>
<td>1</td>
<td>4%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>pada Lampiran Keagenan</td>
<td>1</td>
<td>4%</td>
</tr>
<tr>
<td></td>
<td>hereunder</td>
<td>24</td>
<td>berdasarkan Perjanian /transaksi/ pertimbangan ini</td>
<td>14</td>
<td>58.3%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>dalam Perjanjian ini</td>
<td>8</td>
<td>33.3%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>menurut Perjanjian ini</td>
<td>1</td>
<td>4%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>yang tercakup di dalam</td>
<td>1</td>
<td>4%</td>
</tr>
</tbody>
</table>

Table 2 here below shows that "here-words" are less prevalent, with 20 occurrences (23.81% of the total archaisms). "Thereof" and "thereon" are the most common in this category, each with 5 instances, making up 5.95% of the total archaisms. The translation of “thereof” shows the most variability, appearing with multiple translations: hal tersebut (20%), efek marjin tersebut (20%), konfirmasi tersebut oleh
suatu pihak (20%), pembayarannya (20%), jumlah keseluruhannya (20%). This translation variability highlights the complexity of translating these terms within different legal contexts.

Table 2
Indonesian translations of English archaic words (there-words).

<table>
<thead>
<tr>
<th>Type</th>
<th>English Archaisms</th>
<th>Frequency of Archaism Occurrence</th>
<th>Indonesian (Translation)</th>
<th>Frequency of Indonesian Translation Occurrence</th>
<th>Percentage of Indonesian Translation Appearing</th>
</tr>
</thead>
<tbody>
<tr>
<td>“there-words”</td>
<td>therewith</td>
<td>2</td>
<td>sehubungan dengan penjualan tersebut</td>
<td>2</td>
<td>100%</td>
</tr>
<tr>
<td></td>
<td>thereunder</td>
<td>2</td>
<td>not translated</td>
<td>1</td>
<td>50%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>dalam Perjanjian</td>
<td>1</td>
<td>50%</td>
</tr>
<tr>
<td></td>
<td>thereafter</td>
<td>2</td>
<td>not translated</td>
<td>1</td>
<td>50%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>segera setelah waktu penutupan tersebut</td>
<td>1</td>
<td>50%</td>
</tr>
<tr>
<td></td>
<td>thereto</td>
<td>3</td>
<td>penerusnya</td>
<td>2</td>
<td>66.7%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>degannya</td>
<td>1</td>
<td>33.3%</td>
</tr>
<tr>
<td></td>
<td>thereon</td>
<td>5</td>
<td>pembagian lainnya</td>
<td>1</td>
<td>20%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>not translated</td>
<td>1</td>
<td>20%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>di atasnya</td>
<td>2</td>
<td>40%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>bonus tersebut</td>
<td>1</td>
<td>20%</td>
</tr>
<tr>
<td></td>
<td>thereof</td>
<td>5</td>
<td>hal tersebut</td>
<td>1</td>
<td>20%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>efek marjin tersebut</td>
<td>1</td>
<td>20%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>konfirmasi tersebut oleh suatu pihak</td>
<td>1</td>
<td>20%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>pembayarannya</td>
<td>1</td>
<td>20%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>jumlah keseluruhannya</td>
<td>1</td>
<td>20%</td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td>20</td>
<td>20</td>
<td>100%</td>
<td></td>
</tr>
</tbody>
</table>

The data show a wide distribution in the percentage of total archaisms appearing, with "hereby" (11.90%), "herein" (3.57%), and smaller percentages for other terms like "hereafter," "herefrom," and "hereof" (each at 1.19%). For "there-words," besides the most common "thereof" and "thereon" (each at 5.95%), we see a spread across "thereto," "thereafter" (each at 3.57%), and "thereunder," "therewith" (each 2.38%). The presence of archaisms in the contract document, as illustrated in Table 1 and Table 2, underscores the legal profession’s adherence to traditional language, possibly due to its perceived precision and authority, or because it has been legally vetted over time. However, it also highlights the potential challenge for clarity and comprehensibility, especially for non-specialists or in a global context where English is not the first language of all parties involved.
Translation into Plain Indonesian Expressions

Based on the analysis of the samples provided in Table 1 and Table 2, all of the archaic words are translated into plain Indonesian. The process involves replacing outdated terminology in the source text with modern and plain language expressions in the target text, facilitating effective communication and interpretation among the parties involved. The here-words and there-words are translated with simpler Indonesian expressions. Such expressions ensure that the translation-version document remains coherent and comprehensible to Indonesian readers while upholding its legal validity.

Translating here-words and there-words into plain Indonesian promotes comprehension and readability and minimizes linguistic barriers and ambiguities. In legal contexts, this involves translating archaic terms into modern, straightforward language without losing the precise meaning. For instance, translating "herein" as dalam Perjanjian ini ‘in this agreement’ removes potential ambiguities and makes the text accessible to readers who might not be familiar with legal terminology. Emphasizing the dynamic nature of translation highlights the continuum between formal translations, which prioritize fidelity to the source text, and functional translations, which prioritize clarity and readability in Indonesian. Finding the appropriate translations involves striking a balance between maintaining the formal tone of the original text and ensuring accessibility for the intended audience.

One approach to translating archaisms into plain language involves employing substitution to convey the meaning of the archaic term in a more contemporary and understandable manner. This strategy prioritizes functional expressions, as they focus on conveying the intended message of the source text rather than adhering strictly to their linguistic form. For example, translating the archaic term "herein" into dalam Perjanjian ini, ‘in this agreement’ provides clarity and eliminates ambiguity for readers unfamiliar with legal terminology.

However, achieving functional expressions in the translation of archaisms requires careful consideration of the legal implications and nuances of the original term. Some archaisms may carry specific legal meanings or connotations. For example, in translating “hereunder” into berdasarkan Perjanjian/transaksi/pertimbangan ini, ‘in accordance with this Agreement /transaction/consideration’, translators must employ a more nuanced approach to ensure accuracy and fidelity to the source text while also making the translation accessible to non-specialist readers. The word “hereunder” is a compound word composed of “here” (indicating location or position) and “under” (denoting beneath or below). According to the Merriam-Webster dictionary, the word “hereunder” denotes ‘under or in accordance with this writing or document.’ As an adverb, it serves to establish a connection between preceding and subsequent clauses or provisions, thereby creating continuity and coherence within the text. Each of these Indonesian translations effectively conveys the essence of “hereunder” by establishing a connection between preceding and subsequent clauses or provisions within a legal or formal document. Whether indicating the basis of an action, locating content within the agreement, or emphasizing conformity to its terms, these phrases serve to maintain clarity, coherence, and legal validity within the text.

Multitude of Translations

While most translations maintain accuracy and clarity, variations and challenges exist, highlighting the importance of context, expertise, and linguistic flexibility in translation practices. Legal translation is a highly nuanced field characterized by the
multiplicity of translations, where a single legal term or concept in one language may have several possible translations or interpretations in another. The multiplicity of translations of here-words and there-words arises from several factors. As shown in Table 1, the term "hereto" in English can be translated into Indonesian in multiple ways such as, dalam Perjanjian ini/Lampiran Keagenan, ‘in this Agreement/Agency Annex’, dari Perjanjian ini/Lampiran Keagenan, ‘from this Agreement/Agency Annex’, Perjanjian ini, ‘this Agreement’, dengan Perjanjian ini, ‘with/by this Agreement’, atas Lampiran Keagenan, ‘on this Agency Annex’, pada Lampiran Keagenan, ‘on/to this Agreement’. Contextual factors play a significant role, as certain spatial and temporal references may have different connotations or relevance in each culture. Additionally, the intended audience and communicative goals of the translation influence the choice of translation strategies.

Table 1 illustrates the translation variability of the English term "hereto" into Indonesian, showcasing different translations. The word “hereto” is a compound word, where “here” refers to a specific location or point in time, and “to” indicates direction or connection. It serves as an adverb that refers to something that has been mentioned or specified previously, often in legal documents or contracts, to denote a connection to the present point in the text or the current agreement. According to the Merriam-Webster dictionary, the word “hereto” denotes ‘to this writing’. Its function is to link the subsequent text with what has been stated earlier, creating a sense of continuity and reference within the document.

A single English term like “hereto” can be translated into Indonesian in multiple ways, such as dalam Perjanjian ini, ‘in this Agreement’, dari Perjanjian ini, ‘from this Agreement’, Perjanjian ini, ‘this Agreement’, dengan Perjanjian ini, ‘with/by this Agreement’, atas Lampiran Keagenan, ‘on this Agency Annex’, pada Lampiran Keagenan, ‘on/to this Agreement’. Each translation reflects different facets of the original term’s meaning. This multiplicity highlights the necessity for translators to deeply understand the context to select the most appropriate translation or expression. This multiplicity of translations suggests significant challenges for translators, who must adopt careful and strategic translation approaches to ensure accuracy and legal validity. The multiplicity of translations in legal translation underscores the critical importance of context. Legal terms derive their meaning not only from linguistic considerations but also from the legal system and cultural context in which they are situated. Translators must meticulously analyze the context to determine the most appropriate translation in the target language. Furthermore, the multiplicity of translations highlights the need for flexibility in translation techniques. Translators may employ various translation techniques while maintaining fidelity to the source text. They must consider the impact of their translation choices on the legal implications and interpretation of the translated document, ensuring that the translated text remains clear, accurate, and legally sound.

The complexity and intricacy of legal translation require translators to navigate diverse linguistic, legal, and cultural factors. Strategic translation approaches and legal expertise are essential to produce translations that are faithful, accurate, and legally effective. By understanding and addressing the challenges inherent in legal translation, translators can ensure that their work upholds the standards of accuracy and clarity necessary for effective legal communication.

**Contextual Variability**

One of the main challenges in translating here-words and there-words is the absence of direct equivalents in the target language that carry the same legal nuances. Translators, therefore, must employ strategies such as paraphrasing, context analysis, and
sometimes even rephrasing entire sentences to maintain the original meaning and legal integrity. The translations of “hereto” as shown in Table 1 include phrases related to agreements and appendices, indicating that its interpretation is highly context-dependent. Such variability underscores the importance of contextual knowledge in legal translation. The Indonesian translations often provide more specific information than the English source terms. For example, “hereby” is translated into dengan ini, ‘with/this’, dengan Lampiran ini, ‘with this Annex’, and dalam Lampiran ini, ‘in this Annex’, specifying the document or section being referred to, which the English term leaves more general. The word “hereby” is translated as dengan ini, ‘by/this’, showing a direct equivalence that is both precise and flexible. However, the addition of Lampiran, ‘appendix’ in some translations indicates adjustments for clarity and specificity in the target language. For “thereof,” translations like hal tersebut, ‘that matter’ and efek marjin tersebut, ‘the margin effect’, sehubungan dengan penjualan tersebut, ‘in connection with the said sale’ for “therewith” demonstrate that translators must grasp the conceptual underpinnings of terms to provide accurate translations in the target language. These translations require a nuanced grasp of what “thereof” refers to within the legal text. The term might connect to a particular clause, a set of conditions, or specific legal effects, and the chosen translation must accurately reflect this relationship. Similarly, the term "therewith" often denotes a connection or association with a previously mentioned action or item. In translating "therewith" to sehubungan dengan penjualan tersebut, ‘in connection with the said sale’, the translator must recognize and preserve the term’s associative function. This requires an understanding of the legal implications and the specific context within which "therewith" is used. The translation must ensure that the legal relationships and obligations described by "therewith" are clearly and accurately conveyed.

Untranslated Instances

The phenomenon of untranslated instances of certain there-words highlights significant challenges and considerations. The absence or partial omission of translations for these terms in certain contexts suggests both the challenges of finding precise equivalents and the strategic decisions made by translators to maintain clarity and coherence in the target language. One reason for the non-translation of there-words is contextual redundancy. In legal documents, the meaning of these terms can sometimes be inferred from the surrounding text, making a direct translation unnecessary. For instance, as shown in Table 2, the word "thereon" often refers to something mentioned earlier in the document, such as a clause or a provision and is translated into pembagian lainnya, putusan di atasnya, bonus tersebut di atas. Its usage conveys precision and clarity in delineating rights, obligations, and conditions within contractual agreements. According to the Merriam-Webster dictionary, the word “thereon” denotes ‘on that’. In legal contexts, "thereon" functions as an adverbial phrase, indicating the location or position of something in relation to the document or its provisions. As shown in Table 3 below, if the context is sufficiently clear, translating "thereon" is redundant, and the omission does not detract from the document's overall comprehensibility. This practice reflects an understanding that legal translation must prioritize the document's clarity and functionality over a strict word-for-word equivalence. The decision to omit translations of certain there-words also indicates strategic choices made by translators. When faced with the absence of direct translations,
translators can use techniques such as paraphrasing or restructuring sentences to preserve the intended meaning. See Table 3 below. This approach ensures that the legal document remains coherent and comprehensible in Indonesian, even if it diverges from the original structure.

Table 3
Untranslated Instances

<table>
<thead>
<tr>
<th>No</th>
<th>English</th>
<th>Indonesian</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>with interest thereon at LIBOR</td>
<td>termasuk bunga LIBOR</td>
</tr>
<tr>
<td>2</td>
<td>A Transaction which is varied under sub-paragraph (a) above shall thereafter continue in effect</td>
<td>Suatu Transaksi yang divarisi berdasarkan sub-paragraf (a) di atas akan terus efektif</td>
</tr>
</tbody>
</table>

The phenomenon of untranslated there-words has implications for legal translation practice. It highlights the importance of flexibility and adaptability in translation strategies. Translators must possess a deep understanding of both the source and target legal systems to make informed decisions about when to translate directly and when to rely on context. Additionally, this issue underscores the necessity for ongoing collaboration between legal experts and translators to develop standardized terms and conventions that can bridge the gaps between different legal languages.

**Brief Guideline for Translators**

Translating contractual documents from English into Indonesian poses various challenges, particularly when dealing with archaic language, including here-words and there-words. Here-words and there-words are terms often used in legal contracts to denote specific locations, references, or conditions. Understanding and effectively translating these archaic terms is crucial for maintaining the accuracy, clarity, and legal validity of the translated document. To address these challenges, this guideline aims to provide translators with practical strategies and considerations for translating here-words and there-words in contractual documents from English into Indonesian.

First, it is essential to familiarize yourself with legal terminology and concepts before embarking on the translation process. This includes understanding the meaning and usage of here-words and there-words in the context of contractual language. Consulting legal dictionaries, glossaries, and reputable sources will enhance your understanding of legal archaisms. Next, carefully identify here-words and there-words in the English source text. Here-words typically refer to the present location or condition, while there-words often denote a distant location or future condition. Understanding the context and legal intent behind these terms in the source text is crucial as they often carry specific meanings and implications. Consider the overall context of the contract, including the parties involved, the subject matter, and the intended legal obligations.

When choosing appropriate translations, selecting the most suitable translations for here-words and there-words in Indonesian requires careful consideration. While literal translations may sometimes be appropriate, they may not always convey the intended meaning accurately. Instead, focus on conveying the legal intent and function of these terms in the target language. Utilizing legal language resources and authoritative texts in Indonesian can help find equivalent terms for here-words and there-words. Legal dictionaries, statutes, and official documents provide valuable insights into commonly used legal terminology in Indonesian.

Furthermore, take into account cultural and legal nuances when translating here-words and there-words. Indonesian legal culture and practices may differ from those in Indonesian.
English-speaking countries, requiring adjustments in translation to ensure cultural appropriateness and legal accuracy. Ensure consistency and clarity in the translation of here-words and there-words throughout the document by using consistent terms and expressions to denote similar concepts, thereby avoiding ambiguity and confusion. Lastly, seek feedback from legal experts or native speakers of Indonesian to review the translated document. Their insights can help identify any inaccuracies or ambiguities in the translation of here-words and there-words, ensuring the final document meets the required standards of accuracy and clarity.

CONCLUSION

Translating archaic language, including here-words and there-words, in contractual documents from English into Indonesian requires meticulous attention to detail, legal knowledge, and linguistic expertise. By following the guideline outlined above, translators can effectively navigate the complexities of legal language and produce accurate, legally sound translations. It is essential to prioritize clarity, consistency, and cultural appropriateness to ensure the integrity and effectiveness of the translated contractual documents. This approach maintains legal validity while ensuring comprehensibility. The translation process involves replacing archaic terms with modern, straightforward Indonesian expressions to ensure coherence and comprehensibility.

The frequent use of these archaisms highlights the legal profession's reliance on traditional language, possibly due to its perceived precision and authority. However, this poses challenges for clarity, especially for non-specialists or broader audiences. Translating these archaic terms into plain Indonesian aligns with the principles of the Skopos theory and ISO 24495-1:2023 - Plain Language, which prioritize clarity and accessibility in legal discourse. The Skopos theory emphasizes that translation should serve the intended purpose, which in legal documents includes ensuring comprehensibility for all stakeholders. ISO 24495-1:2023 provides guidelines for clear and straightforward language, essential for reducing misunderstandings and legal disputes. This involves prioritizing the communicative function of the translation over strict adherence to the source text, ensuring that legal documents are understandable to all relevant stakeholders.

The analysis reveals that translating archaisms into plain Indonesian expressions enhances clarity and accessibility, though variations and challenges persist. This underscores the importance of context, expertise, and linguistic flexibility in legal translation. It also corroborates the results of a study by Dewi, Wijaya, and Hidayat (2020), which found that most English legalese terms and expressions are translated using common words and expressions in Indonesian. A key challenge is the lack of direct equivalents for here-words and there-words in Indonesian, necessitating strategies like paraphrasing and context analysis to preserve the original meaning and legal integrity. This finding aligns with the results of Li’s (2019) study, which discovered that English archaisms often lack direct equivalents in other languages, compelling translators to employ alternative linguistic constructs that convey the same legal meaning. Additionally, untranslated instances of archaisms highlight the complexities in achieving precise equivalents and the strategic choices translators make to maintain clarity and coherence.

This research is limited to the translation of here-words and there-words as they appear in a single English contract document and their corresponding translations into Indonesian. The narrow focus on one document may affect the generalizability of the findings. Moreover, the study does not account for variations in translation practices across different types of contracts or other legal documents, which restricts the ability to
draw broader conclusions about the translation of spatial deictic expressions in legal contexts.

Future research should consider expanding the scope to include multiple contract documents and a wider variety of legal texts to provide a more comprehensive analysis of the translation of here-words and there-words. Comparative studies across different types of contracts and legal documents from various fields could offer deeper insights into translation practices. Additionally, examining translations by different translators and incorporating qualitative feedback from legal experts could enhance the understanding of the nuances involved in translating spatial deictic expressions in legal contexts. By broadening the scope of research and incorporating diverse sources and expert feedback, future studies can provide more robust and generalizable findings, contributing to the development of best practices in legal translation.

REFERENCES


