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IN THE SPACE BETWEEN WORDS AND MEANING: REFLECTIONS FROM TRANSLATING LAO LAWS TO ENGLISH

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Since early 2005, members of the NUS Legal Skills Team have been engaged in a project jointly sponsored by the UNDP and the Singapore government to translate Lao laws into English. The translations have been adopted by the National Assembly of Laos, published online and made easily available with the aim of facilitating interaction between the international community and Laos. At this time, the team has already worked on more than three quarters of the total number of laws in Laos. This paper discusses the challenges faced by the project team and the insights gained in bridging the differences of language, legal system and culture. The author hopes that the insights will be relevant not just to those engaged in the process of legal translation but to transactional lawyers, law academics and other readers who have had to confront similar challenges in arriving at a true meeting of minds across legal systems and cultures

> The craft of the translator is… deeply ambivalent; it is exercised in a radical tension between impulses to facsimile and impulses to appropriate recreation. In a very specific way, the translator 're-experiences' the evolution of language itself, the ambivalence of the relations between language and world, between 'languages' and 'worlds'.[1]

I. THE PROJECT

Starting in early 2005, a team from the NUS Legal Skills Programme[2] has been engaged in a project, jointly sponsored by the Singapore government and the UNDP[3],

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1 George Steiner, *After Babel: Aspects of Language & Translation*, 3rd ed., (Oxford University Press: Oxford, 1998) at 246 [*Steiner*]

2 The NUS project team has now gone through several iterations and has included team members Assistant Professor Helena Whalen-Bridge, Ms. Lisa Maureen Watkins-Breugmann, Ms. Alexandra Otis, and Ms. Jothie Sauntharajah. As team leader, I cannot imagine a better group of fellow-travellers on this journey. In addition, I should thank the whole NUS Legal Skills Team, whose enthusiasm, support and camaderie make it possible for us to take on these kinds of projects.

3 This was an initiative of Singapore's then newly-appointed ambassador to Laos, Ambassador Karen Tan, and then UNDP Country Head, Finn Reske-Nielsen. The project is administered in Vientiane by staff attached to the UNDP's "Project for Strengthening the National Assembly" (the "UNDP NA Project").

to translate Lao laws to English. To make the process manageable, the translation work has taken place in several tranches. As of November 2006, 32 laws have been translated and published, in two tranches. The first tranche consisted of 13 laws[4], the translation of which was completed in July 2005. The second tranche consisted of 19 laws[5], the translation of which was completed in March 2006. The next tranche of 17 laws[6] should be completed by the end of the year, leaving another 10 to 15 laws for a final tranche. With some hard work and luck, all Lao laws will be available in official English translations by mid 2007.

The project is timely given that the Lao National Assembly appears to have embarked, in recent years, on a fairly ambitious legislative programme[7] in an effort to facilitate investment in and engagement with this hitherto reclusive and closed communist country. In this context, certain aspects of the Singapore-UNDP project are significant.

First, the project is being conducted with the co-operation and approval of the Lao National Assembly. As each batch of laws is being translated, the National Assembly's Law Committee will review the translations. If acceptable, the translation will then be "adopted" and "officially issued". Although the translations are not positioned as authorized "versions" of the laws, the National Assembly's involvement gives these translations an interesting kind of legitimacy, somewhere midway between the "fully authentic" Lao originals and the previous ad hoc translations. Such previous translations were either purely private documents (PriceWaterhouseCoopers made fairly good business selling their internal translations) or were supported by individual governmental agencies (the Tax Authority had issued a working English translation of the Tax Law).[8] It is therefore significant that this set, when completed, will have the official endorsement of the National Assembly.

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[4] The first set of 13 laws translated comprised: the Constitution, the Law on National Assembly, the Law on Local Administration, the Business Law, the Contracts Law, the Law on Promotion of Foreign Investment, the Family Law, the Property Law, the Law on Civil Procedure, the Law on the People's Courts, the Law on Enforcement of Judgements, the Law on Lao Nationality, and the Penal Law.

[5] The second set of 19 laws comprised: the Law on the Lao Government, the Law on National Assembly Oversight, the Law on the State Budget, the Law on Agriculture, the Industrial Processing Law, the Law on Electricity, the Law on Telecommunications, the Secured Transactions Law, the Law on Bankruptcy of Enterprises, the Tax Law, the Customs Law, the Insurance Law, the Law on Economic Dispute Settlement, the Labour Law, the Law on Women and Children, the Anti-Corruption Law, the Land Law, the Law on People's Public Prosecutor, and the Law on Criminal Procedure.

[6] The third set of 17 laws will comprise: the Penal Law (October 2005 version); the Law on the Bank of the Lao PDR, the Tort Law, the Law on Election of National Assembly Members, the Enterprise Law (October 2005 version), the Law on Promotion of Domestic Investment, the Forestry Law, the Water and Water Resources Law, the Mining Law, the Education Law, the Law on Environmental Protection, the Law on Urban Plans, the Law on State Property, the Law on the Handling of Petitions, the National Heritage Law, the Law of Health Care and the Tourism Law.

[7] The pace of legislative activity can be seen in the fact that in our first tranche of laws (in early 2005), we translated then-current versions of the Penal Law and the Business Law. By October 2005, those laws had been substantially revised and the revised versions are due for translation in the third tranche (scheduled to begin in November 2006).

[8] Interestingly, the NUS library had a bound volume that appeared to have collated informal translations (clearly from several different sources) of about 21 laws.

Also significant is that the National Assembly has committed to freely publishing the translations on the internet.[9] Based on anecdotal accounts, it was not so long ago that laws were regarded in this country as secret documents and were not readily available. We learnt this even as we were engaged in the translation project. For example, our collaborators, the domestic consultants[10] would work off "official laws" in Lao issued by Ministries in "official books" only find that they were not the most current. Once, during a social get-together hosted by the Singapore ambassador, we mentioned some provisions of the Constitution[11] only to discover that diplomatic circles did not have access to the amended Constitution and were working off a Lao text of the previous Constitution.

Paradoxically, the easy availability of our translations coupled with the relative inaccessibility of the Lao authoritative text could have the unintended effect of de-privileging the Lao text. This is an especially strong concern for very old texts where translations (or even summaries, commentaries or paraphrases) have been known to usurp the original text. Many of us are familiar with this phenomenon in the context of literary or historical texts.[12] For a legislative text, the consequences of such usurpation could very well be a distortion of the application of the law by those reliant principally on the translation. In this project, our hope is that the use of our translations will have the opposite effect. We hope that more people will become familiar with Lao laws and the Lao system because of the translations and that this will, in turn, facilitate rather than discourage people from seeking out and consulting the Lao text.[13]

Just to be a participant in this process of growing accountability and transparency would already have been a highly-rewarding and satisfying experience. However, as it turned out, the project was also an occasion to re-examine easy assumptions about meaning and culture, making it doubly rich, challenging and meaningful.

II. The Process

As translation projects go, this one was dogged by a pretty fundamental constraint. None of the NUS team reads or speaks Lao.

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[9] The completed translations of Tranche I laws are available on various websites, including the UNDP's website at online: <http://www.undplao.org/DG%20Project%20Publication.htm>. The National Assembly's website is currently being developed, also with assistance from the UNDP NA Project. The website is online, but some parts are still under construction. Our translation of the Constitution is currently already available on this website. Eventually, the intention is that the full set of translations will be made available on the National Assembly website. At the official presentation ceremony for the first set of 13 laws, a CD containing the translations was distributed to guests of honor. We understand that "bootleg" copies of this CD very quickly started circulating among the business community in Laos. We take that as a good sign (intellectual property issues notwithstanding)!

[10] See next section for description of the work process.

[11] Amended in May 2003.

[12] E.g., many schools in the English-speaking world would teach Greek or Latin classics in translation, without any access to the original. Susan Bassnett, *Translation Studies*, 3rd ed. (London: Methuen & Co. Ltd, 2003) at 14.

[13] One practical suggestion which was brought up during the discussion of this paper at the Symposium on Law and Multiculturism was that, as a start, we could make sure that the English translations were published side by side with the Lao text so that persons could always consult the original text. This is an excellent suggestion and we have raised it in turn with the sponsors of the project.

The endeavour therefore involved what I would call multiple duality. In a normal translation exercise, the intersection and interplay between meanings in two languages takes place in one individual. The duality inherent in translation activity is internalised in that one person.[14] In this project, two domestic consultants undertook the initial translation of the laws and the NUS team, as "international consultants", reviewed the initial translations ostensibly for clarity, consistency, and grammatical correctness. In theory, meaning would be the primary province of the domestic consultants while the international consultants would focus on improving readability for the native English-reading audience. In practice, of course, it was impossible, and arguable undesirable, for the international consultants to refrain from intruding into the sphere of meaning.

At the same time, it was clear that while both domestic consultants were highly qualified[15], the double-teaming approach was necessary to achieve a translation that would work well for an international audience. The domestic consultants had been sourced by the UNDP and were among the top legal translators working in the Lao language. Nevertheless, the reality was that there simply was no single person in whom the full abilities necessary resided. We therefore had to find a way to assemble the necessary abilities in a team of persons and to ensure that our working process would simulate the instinctive dialog and understanding that occurs within the mind of a single translator.

To further complicate matters, the two domestic consultants worked on separate laws. In each tranche of the project, they would split the laws between them and translate them separately. Neither had the time to review or to conform their translations to the other's, nor were they assigned this responsibility by the UNDP. It would probably also have been a sensitive issue to require such "peer review". Indeed, some of the most interesting explorations and decisions in our process ultimately arose from the different personalities and risk profiles of the two domestic translators.

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[14] Even when only one translator is involved, the complexity of translation has long been acknowledged by scholars in translation studies. As Steiner puts it: "Every living person [presumably including every translator] draws, deliberately or in immediate habit, on two sources of linguistic supply: the current vulgate corresponding to his level of literacy, and a private thesaurus. The latter is inextricably a part of this subconscious, of his memories so far as they may be verbalised, and of the singular, irreducibly specific ensemble of his somatic and psychological identity." *Steiner*, *supra* note 1 at 47. In similar vein, Venuti comments that: "Translation never communicates in an untroubled fashion because the translator negotiates the linguistic and cultural differences of the foreign text by reducing and supplying another set of differences, basically domestic, drawn from the receiving language and culture to enable the foreign to be received …" Lawrence Venuti, "Translation, Community, Utopia" in Lawrence Venuti, ed., *The Translation Studies Reader* (London: Routledge, 2003) at 2000 *[Venuti]*.

[15] Both had received legal training in Laos and also obtained further degrees in international institutions. One had obtained an LLM from Harvard and was a part-time legal consultant with an international accounting firm (part-time only because she was in such high demand for translation work). The other was about to undertake a PHD in Australia but, as one of the few Laotian lawyers familiar with the domestic and international legal constituencies, kept having to postpone his trip – he was legal advisor in a big public infrastructure project. Building a dam. This turned out to be quite fortunate for us in the first tranche of translations. We were (unsuccessfully and desperately) racing through one of our sessions because he was supposed to leave the next day for Australia. Just as we were about to admit defeat late that night, he received a phone call. The trip was off. Government officials had prevailed on him to indefinitely postpone his trip until the big dam project was complete. Every day's delay in closing this dam project would cost Laos millions of dollars in liquidated damages. He had to stay to make sure the closing happened as soon as possible. And while he was "detained", we had his services for the translation project as well.

As we would come to learn, it therefore fell to the international consultants to act as the "central clearing system" of this process. Learning that this was our role and learning how to play it well was itself an exercise in inter-cultural interaction.

Coming new to the process of translation, I initially rather naively wanted to involve as many people as possible in process. For the first set of 13 laws, I therefore included 4 colleagues from the Law Faculty's Legal Skills team in the core group. Some lawyers from international law firm Latham Watkins had also volunteered pro bono time to participate. We divided the laws among us (3 to 4 laws each) and started our initial review. Two of us travelled to Vientiane at the end of March 2005, to clarify the "big picture" questions regarding the legal system in Laos. This was accomplished in one week of intensive meetings.

After those meetings, it became clear that we had to reduce the human filters through which meaning was passing. Even though we had taped all our sessions, it was virtually impossible to fully convey to the rest of the team (who had not travelled to Vientiane) the information we had received. Furthermore, it was clear (as it probably ought to have been from the start) that there were so many inter-relationships among the laws being translated that one person had to know all the laws in detail. The NUS lead translator would literally end up being the channel through which all the streams of meaning had to pass. In other words, even within the team of international consultants, there needed to be a "central clearing" point. That point ended up being me.

In subsequent trips, we have figured out that the optimal arrangement is for me to have overall responsibility for all the laws and but to have at least one other team member back me up on each law. This reduced the rate of information leakage. Additionally, we realised that the only way to check the translations accurately was to literally read through every word and punctuation mark with the domestic consultants, stopping whenever necessary to clarify and discuss alternatives.

By the time we embarked on the second set of 19 laws, this process had been put in place. To a large extent, we had managed if not to replicate the true understanding of a single mind in one body to at least minimize the barriers and channels to understanding between different minds.

Once we did have the system in place, however, we discovered, paradoxically, the strength of a translation system in which dialog is built in, required.

The strengths of having the same person process meanings in source and target languages are, as mentioned earlier, the instinctive internal dialogue and possibility of full understanding. Conversely, the strength of a system where the international consultants could not understand the source language is that it forced meanings to be articulated beyond the surface meaning of a seemingly understood word. In the discussions that took place, many of the unspoken cultural assumptions underlying our respective understandings and experiences of the target language English (and the legal institutions we were trying to describe)[16] became much clearer than they might have been if one person alone had translated the laws.

What follows in this paper are specific examples and observations of the space between those cultural assumptions and the meanings of words. While many of these issues are no doubt common to all translation projects, there is a sense in which

[16] *Venuti*, *supra* note 14.

legal translation is almost midway between the so-called "rough and ready division that runs through the history and practice of translation between the translation of so-called common matter—private, commercial, clerical, ephemeral—and the recreative transfer from one literary, philosophic or religious text to another"[17]. I think it would be fair to say that many users of law translations expect the product in their hands to perform like the first category—a computer manual or a recipe book or a bill of lading. Legal texts are classified as "special purpose translations" where the objective criterion for success is whether the translator is able to convey the information content, as if that were ever truly possible.[18] In reality, however, the content of law is unlike the sciences. In mathematics or chemistry, the objects of reference are "largely uniform throughout the world such that it has been possible to achieve a high degree of international standardization of the concepts (definitions) constituting the knowledge base of such disciplines and, in turn, the terms (signs) used to express them".[19] This is far from the case in law, where legal terms are system-specific. Even if the same language is used by two legal systems, perfect equivalence is impossible by virtue of the fact that the two systems are different. As de Groot puts it: "Every state, therefore, has its own—in principle fully autonomous—legal terminology, even though this state uses as its legal language a language which is also used as a legal language in another state. … The system-specificity of legal language is responsible for the fact that within a single language, there is not one legal language. …A language has as many legal languages as there are systems using this language as a legal language."[20] English, the target language in our case, is, of course, the language of many systems.

Consequently, translating laws is more akin to translating a work of literature—how a reader understands the meaning of the legal, social and other factors underlying the words is extremely dependant on knowledge, experience and culture.

III. The Space Between Words and Meaning

A. Between Languages

The obvious place is start is in the differences between the source language, Lao, and the target language, English.

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[17] *Steiner*, *supra* note 1 at 264. In the literature, translators of the former (the "common matter") are often referred to as "interpreters" rather than translators. Ironically, the word "interpreter" in ordinary usage probably makes more of a conscious nod to the decoding and recoding of meaning that so-called true translation requires.

[18] Susan Sarcevic, *New Approach to Legal Translation* (The Netherlands: Kluwer Law International, 2000) at 65 *[Sarcevic]*. "Not only do [scholars] maintain that it is possible to transfer the information content of the source text, they also insist that the conditions in specialised translation are optimal for perfect communication, i.e., that the receiver's state of knowledge after reception of the translation corresponds to the sender's intention in originating the message." *Sarcevic* at 66.

[19] *Sarcevic*, *ibid.* at 66.

[20] Gerard-Rene de Groot, "Translating Legal Information" [2000] 5 Yearbook of Legal Hermeneutics 131 *[de Groot]*.

1. *Word Relations*

Like German, Lao is a language in which words are constructed through the compounding and combination of different root words. For example, in the Law on Bankruptcy of Enterprises, two words are used to describe different parts of the process of adjudicating a bankruptcy petition or request. The first word is "consideration" on its own. The second word is "consideration-declaration". The relationship between the root word and its compound is clearly indicated in the addition of a decision-pronouncement element in the compound. The relationship between the actions described is also indicated in the order that the parts appear (consideration of the matter preceding the declaration of actual bankruptcy). The demarcation between the meanings of the individual parts is also preserved ("consideration" continues to have its own distinct place in the compound word and is not required to change the borders of its meaning).

It was interesting to note how the domestic consultants would often engage us in discussions that assumed a similar logical progression and/or clear demarcation for English words and meanings. It was also interesting that the domestic consultants often attributed (in their own understanding of English words) a logical progression and clear demarcation of meanings that did not necessarily exist. So, for example, word A (say "tasks") might be expected to have a meaning that "grew" when compounded to word AB (say "activities) by exactly a factor of B. We had many lively discussions in which we had to disappoint our Lao friends with the elasticity of English. Because nothing in the way the English word "activities" looks or sounds suggests a precise relationship to the word "tasks" (the user has to supply the relationship from her own understanding of meanings and from her contextual experience of the two words), we could not always assure our Lao friends that merely using "activities" would immediately suggest that we were referring to a set of actions that were "bigger" in meaning than the set of actions represented by the word "tasks". In Lao, of course, the relationship would be clear because "AB" as a word would inherently suggest that relationship.

Similarly, some provisions of the laws which initially appeared very sparse and unelaborated to our English-reading eyes were, on closer discussion, not so because the Lao words had precise relationships to each other that were not always captured in their respective English translations.

Ultimately, we ended up adding annotations to the translations to explain some of our translation choices.[21]

For example, in the case of the Law on Bankruptcy, we translated the compound word "consideration-adjudication" as "consideration [and] adjudication", using the square brackets to indicate that the word "and" was an addition. We also included an annotation to explain that the term "consideration [and] adjudication" was a translation of a single compound word in Lao.

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[21] The decision to use annotations is also, of course, somewhat problematic. Annotations add a gloss to the translated text that does not exist in the original. Still, as a practice, adding annotations is one of the recognised "mid-level" grades of translation between the extremes of free (or paraphrastic) translations and close (or literal) ones. Eugene Nida, "Principles of Correspondence" in *Venuti*, *supra* note 14 at 126. And, in our case, it seemed an acceptable compromise and one that, hopefully, facilitates understanding.

In another case which affected the Tax Law, we had to confront the fact that Lao has two words for "goods" that may roughly be translated as "goods that the relevant person intends to use for himself" and "goods that the relevant person intends to use in business". The same item, in the hands of different persons with different intentions towards that same item, would therefore fall into different categories. For example, a bottle of shampoo in the hands of the person wishing to wash his hair would fall in the first category, (and the first word would be used for it) while the same bottle of shampoo in the hands of the importer or a supermarket would be in the second category. In translating the Tax Law, we started by using a different code for each of these Lao words ("SK" for the first word and "KK" for the second, based on the underlying Lao words which may roughly be transliterated as "sin kah" and "keung krong" respectively[22]). We then analysed each instance where SK or KK was used. In the vast majority of provisions, both words were used together as a compound word. In some provisions, one or the other word was used alone but without any apparent distinction and in such a way that, at least to the translation team, the meaning was clear.

After much discussion, the translation team concluded that the single English word "goods", without further qualification, would cover both these Lao words. An annotation to this effect was included. Apart from the annotation at Article 8 of the Tax Law, which flags the translation decision for the reader, the translation thereafter simply uses "goods" whenever either SK or KK or both are in the original. The translation thus arguably loses out on some of the specificity of the original. However, the alternatives were, in the team's view, worse. Because English simply does not have single words that correspond to SK or KK, we had limited choices. We could arbitrarily choose two English words, both roughly meaning "goods" (e.g., "goods" and "commodities") and then define one to mean SK and the other to mean KK. In our view, this practice, akin to creating a neologism,[23] would be artificial and strained, and might lead to even more confusion. The other alternative would have been to translate the full meaning of SK and KK wherever they appeared but the translators felt that this would lead to unwieldy, virtually unreadable provisions (especially because in so many provisions, both terms were used as a compound word). Neither of these alternatives, in our view, really compensated for the slight reduction in specificity arising from the mismatch in Lao and English vocabulary.

2. *Grammar*

Conversely, certain characteristics inherent in Lao grammar and usage had the opposite effect and resulted in frustrating ambiguity. The following are the most prominent ones that we encountered in the translation process:

(a) *Lao does not use articles (the, a, an)*: also, nouns have only one form whether singular or plural. And the Lao language does not inherently require that singular or

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[22] There are 33 Lao consonants, 28 Lao vowels and six tones in Lao – all of which made our attempts to transliterate Lao words somewhat blunt and our attempts to pronounce them very comical!

[23] *De Groot, supra* note 20 at 140. A neologism is a term in the target language which is not or no longer used in the legal system related to the target language. The translator plucks this term out and uses it to express the source language legal term that has no modern equivalent in the target language.

plural be indicated.[24] As a result of these factors, many provisions were extremely difficult to translate. In some cases, where the domestic consultants knew, as a matter of fact, that there was only one of the thing being described (e.g., the Tax Authority), we would be able to supply meaning from extraneous knowledge to resolve the translation. However, in many other provisions, it was not possible (and arguably misleading) to supply such meaning. In those provisions, we tended to stick to the singular and to include a footnote to that effect.

For example, a literal translation of a provision might read: Judge possess qualification. Here, the translators are able to take the editorial decision that the meaning must be: [All] judges [must] possess qualification[s].[25]

Other ambiguities were not so easy to resolve.

For example, the final translation of Article 20 of the Business Law reads: "A company is a business unit established by at least two individuals or legal entit[ies]." But it is qualified by the following annotation: The literal translation is "from two individuals up or legal entity". The translators are unable to confirm definitively that the "two" qualifies "legal entity".

Another example is this provision from the Law on Enterprise Bankruptcy. The initial translation was as follows:

Article 15: Asset Control Committee

The Asset Control Committee comprises:

(1) An employee of the provincial or municipal court as the head [of the committee];
(2) A creditor's representative;
(3) A representative of the debtor enterprise;
(4) A provincial or municipal trade union representative;
(5) A representative of the debtor enterprise's workers;
(6) An employee of a finance authority.

In this example, not only is quantity unclear (should there be one representative per creditor or one for the whole group of creditors?) but there is also little specification of other relevant factors (should the trade union representative be from the province in which the enterprise is located? Or from any province?).

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[24] It is very similar to Chinese in this respect. A writer may specify quantity by adding a quantitative modifier (e.g., "many horse", "one horse") but the noun itself ('horse') has only one form and does not require or permit elaboration of quantity.

[25] Interestingly, as discussed in section III.E below, the team started out the process much more willing to make these sorts of editorial decisions. Later on in the process, we became much more wary of making substantial additions and resorted more to annotations. What we did do from the very beginning was to always indicate our editorial insertions through the use of square brackets. Our convention (which was set out in explanatory notes to all the translations) was (i) if we were sure that a provision had an intended meaning that required some editorial insertions to make clear, we would make those insertions within the text and enclose them in square brackets; and (ii) if we were not sure of the meaning or if we were sure but could not achieve clarity with a few simple insertions, we would annotate. This extended even to the insertion of "and"s "or"s and punctuation marks! Of course, for the purists, even this level of "tampering" with the text would be unacceptable. Writing in the early 20th century, G. Cesana proposed three guidelines for the translation of legislative texts: literalism, no paraphrases and no deletions. *Sarcevic, supra* note 18 at 37.

On further discussion with the domestic consultant, even more ambiguities arose. It transpired that in point 1, the Lao original actually specifies that "one" employee of the provincial or municipal court shall be the head of the committee. But in points 2 to 6, the Lao original uses no articles and does not indicate quantity. Again, after much deliberation, the translation team decided that it was necessary to show the difference between point 1 and the other points in this list and did so by omitting the articles originally included in points 2 to 6.

In the final translation, Article 15 of the Law on Enterprise Bankruptcy reads:

Article 15. Asset Supervision Committee

The asset supervision committee comprises:

(1) One employee of the provincial or municipal court as the head [of the committee];
(2) Creditor's representative;
(3) Representative of the debtor enterprise;
(4) Representative of the provincial or municipal trade union;
(5) Representative of the workers of the debtor enterprise;
(6) Employee of a finance authority.

To explain our decision, we inserted the following annotation at the end of point 2: "Except for clause 1 of this article, which clearly specifies that there will be one employee of the courts on the asset supervision committee, all the other items in the list are ambiguous as to whether they are singular or plural. The translators have therefore simply used the singular form in this list."

(b) *Lao often uses a comma (without further elaboration) to separate items in lists without a strict requirement to indicate whether lists are cumulative ("and") or disjunctive ("or")*: e.g., "I went to the market with mother, father, brother, sister". While there are words for "and" and "or" they are not required to be used.

While the meaning would often indeed be clear or at least discernible from the context, sometimes, real ambiguities arose and they were not always capable of resolution.

E.g., Article 48 of the Penal Law was initially translated as follows:

Article 48. Measures applied by the court towards children

Towards children less than fifteen years old guilty of penal infractions, the court will apply the following measures:

- The offender requesting the damaged party's pardon by appropriate means;
- Publicizing the infraction;
- Sending the child back to his responsible tutors for re-education;
- Sending the offender to administrative authorities and social organizations for re-education.

There was no "and" or "or" to indicate whether the list is intended to be cumulative or disjunctive. The use of "will" (see section below regarding tenses and prescription) was also problematic in this context.

Fortunately, our domestic consultant was comfortable adding an "or" between the last two items in the list.

Paradoxically and frustratingly, when the word "and" or "or" was deliberately used in the Lao text, it was often used in a manner that was diametrically opposite to the English usage. This was particularly the case in sentences expressing prohibitions. E.g., "It is not permitted to kill and steal." vs. "It is not permitted to kill or steal." In English, the second would be the correct formulation if the intention was to prohibit each of these acts, killing and stealing, on its own. However, in order to emphasise the severity of the prohibition, the Lao text would not only often depart from the usage of merely using a comma but would deliberately use the word "and". I.e., "It is not permitted to kill AND steal."

It was almost as if the legislature wished to emphasize the point by a repetition of meaning, as in: "It is not permitted to kill AND it is not permitted to kill." However, the Lao text does not actually include the repetition.

This was a problematic issue for us. One of the domestic consultants was easily persuaded that, even taking a fairly literal approach to translation, the accurate way to translate the word "and" in the Lao text was to substitute it with an "[or]". However, the other domestic consultant, who has a much more conservative philosophy of translation, was unwilling (despite countless hours of discussion and the drawing of many Venn diagrammes and logic trees) to depart from the Lao text in this manner. Because, as international consultants, we have been very careful to respect the position of the domestic consultants as final arbiters of meaning, we were loathe to override our colleague's decision. Finally, the only compromise we could arrive at was to retain the literal translation ("and") but add an annotation to explain that the disjunctive "or" was the intended meaning. In this case, the resolution was less than satisfying to the international consultants. To an English reader, the text simply did not convey the intended meaning. To force the reader to consult an annotation in order to understand the meaning was clumsy and potentially misleading. Nonetheless, it was the only compromise that this particular domestic consultant was prepared to reach. This was perhaps the one instance in which we truly failed to connect across the languages. My one consolation is that there were only a few provisions in which we had to apply this compromise.

(c) *Lao verbs have only one form no matter what tense they indicate*: tenses are indicated by additional word particles which are either placed before or after the verb. However, clearly, sometimes drafters dispensed with the particles therefore leaving the tense ambiguous. Many sentences could therefore equally validly be translated as simple declarative present-tense propositions ("Judges [are] well qualified.") or as prescriptive propositions ("Judges [shall] be well qualified.").

The appropriate choice was often provided by context, but not always.

Sometimes even when the most likely meanings were linguistically within easy reach, our own cultural assumptions got in the way.

For example, an early translation of Article 13 of the Family Law read: "Matrimonial relations will arise from the day the marriage is registered."

One of my American team members who might have spent a little too long in Singapore initially read this as a command to copulate.[26] That is, married couples

[26] Of course, those familiar with Singapore's birth control (and birth encouraging) policies, as well as with the authoritative, paternal attitude of Singapore's government generally, may not find my colleague's response surprising.

were being commanded that "matrimonial relations WILL arise from the day the marriage is registered."

We later resolved that the problem was not so much a tense verb as a loose subject, so to speak. "The matrimonial relationship will arise from the day the marriage is registered."

On the other hand, sometimes this lack of tense requirement served a real purpose in delicate matters. In many provisions that set out what some of us might consider governmental obligations, the lack of tense intentionally permits a "softer" command. For example, Article 6 of the Constitution commences with the statement that "The State protect the freedom and democratic rights of the people which cannot be violated by anyone." Through our discussions with the domestic consultants, it was clear that the verb "protect" could not politically be expressed any more normatively or forcefully, e.g., "The State shall protect….", "The State must protect…." The Lao original permitted this question to be glossed over to some extent. English forces us to confront the question but the political and social constraints of the source culture prevailed in the final translation: "The State protects the freedom …."

B. Between Legal Systems

The Lao legal system combines elements of three major legal systems—communist, civil law and common law.[27]

As a communist country, one would expect that laws relating to public institutions and government structures would have elements similar to the corresponding codes of other Asian communist countries. And that is indeed the case. E.g., the Lao Constitution is almost word for word the same as the Vietnamese Constitution. Other laws exhibiting similar influences are the Law on the National Assembly, the Law on Local Administration, and the Law on the State Budget.

However, civil law underlies many of the Lao codes setting out private rights (e.g., the Contracts Law and Property Law echo elements of the French Civil Code). In laws relating to legal institutions (e.g., the procedural laws), the civil law influence existed side-by-side with the communist.

More recent commercial enactments (e.g., the Law on the Promotion of Foreign Investment in the Lao People's Democratic Republic and the Law on Secured Transactions) are influenced by common law advisors and/or, perhaps, the demands of investors from common law dominated jurisdictions. Many recent commercial enactments also have the (dubious?) benefit of having lawyers (either from within the government or as part of aid funding) involved in the drafting. In earlier times, laws were often mere pronouncements of ministries.

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[27] One of the strengths of the project team that I had assembled was our varied backgrounds. Virtually all members were bilingual in English and one other language (some European – French, German; others Asian – Chinese, Tamil). We also either hailed from or had practiced in a wide variety of jurisdictions (Singapore, US, Quebec, Germany, Japan, most of the countries in ASEAN). Our weakest point of reference was probably familiarity with communist legal systems but even there, members of our team had engaged in transactions in the PRC before.

This interplay of different influences had impact on several things:

1. *Different styles of drafting*

Because their source templates come from three different families of legal systems, the body of Lao laws, as a whole, contains internal anomalies that may ultimately have to be resolved by a full-scale legislative review and reform.

One kind of anomaly might arise where a general law is based on a template from one legal system and a later or more specific law dealing with a topic within the area is based on a template from another system.

The Contract Law, which adopts the civil law codification method of only stating general principles deals with all manner of subjects from general contract principles to describing the typical terms of certain contracts, but is all of 26 pages. In contrast, the Law on Secured Transactions is 12 pages. The latter was clearly based on common-law templates and is much more detailed.

So, the characteristics of a contract of loan are succinctly set out in one article in the Contract Law[28] in a fashion reminiscent of the French Napoleonic Code[29]. And in a short 8-article chapter, the Contract Law deals with "Measures to Ensure Contract Performance", essentially summarising in the process the main instruments for taking security.[30] The Law on Secured Transactions canvasses similar subject matter as Chapter 5 of the Contract Law in greater detail. For the most part, the greater detail augments the descriptions in the Contract Law. However, potential for confusion and conflict may arise. For example, the Contract Law does not appear to make any distinction between security over movable and

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[28] **Article 46. Loan Contracts**

A loan contract is an agreement between contracting parties whereby the lender must transfer money or assets to become the property of the borrower and the borrower must return the borrowed funds or assets in the same quantity and quality as that which was borrowed to the lender at the agreed time as stipulated in the contract.

If a time is not stipulated in the contract, performance shall be in accordance with the lender's offer, as provided for in Article 19 of this law.

A loan contract may specify the purpose for which the money or assets so loaned are used and the borrower must use such money or assets as stipulated in the contract.

Loans of money or assets may bear interest provided that such [interest obligation]is stipulated in a contract.

Interest on bank loans must conform to regulations of the lending bank.

When borrowing money from [persons] other than banks, computation of interest can exceed [the interest charged on] bank [loans], but by no more than three percent annually.

In lending money, it is prohibited to include interest in the principal and interest cannot exceed principal.

When repayment is due as stipulated in the contract, if a lender refuses to accept money or assets from the borrower, there shall be no further calculation of interest.

For loans from abroad, the interest calculation shall be based on the agreement between the contracting parties.

[29] Book III, Title X, Chapter I, Sections I-3.

[30] Chapter 5 of the Contract Law has the following articles: (i) Article 24: Ensuring Contract Performance; (ii) Article 25: Pledge; (iii) Article 26: Forms of Pledge and Assets that can be Pledged; (iv) Article 27: Rights and Obligations of Pledgees and Pledgors; (v) Article 28: Priority of Debt Repayment; (vi) Article 29: Guarantee by Assets; (vii) Article 30: Guarantee by an Individual or Legal Entity; and (viii) Article 31: Penalties. The Chapter is just under 3 pages long.

immovable property. The Law on Secured Transactions does, prescribing different formalities[31] for different types of security and slightly different rights of creditors.

Another kind of anomaly might arise when different drafting styles are used for non-overlapping laws in the same general area.[32] Issues may arise as to whether the relative generality of one law should in any way condition how the more specific law is interpreted and vice versa. As long as the users of these laws comprise a small legal community, most of whom are familiar with the different genesis of the laws, these anomalies are, no doubt, dealt with in practice by simply applying the appropriate interpretive tradition to the appropriate law. However, as the Lao legal system matures and admits more participants, the current co-existence is likely to become an uneasy one.[33]

As for the communist drafting style, the international consultants had to get used to many coded references. For example, when translating the Constitution, we came across the term "multi-sectoral economy"[34]. The meaning of this somewhat innocuous term was described to us by one of the domestic consultants. It was a coded reference to private sector participation in the economy. By stating in new Article 13 that "The national economy of the Lao People's Democratic Republic relies on a stable multi-sectoral economy which is encouraged [by the government]", the 2003 Constitution signalled a significant change in governmental attitude and a move away from a pure planned economy.

Another coded reference was in Article 53(4) of the Law on Local Administration which tasks village heads with the responsibility to "discourage negative occurrences and superstitious beliefs". Here, the term "negative occurrences" was unfamiliar to the international consultants and seemed very vague indeed. It turned out that the term was a coded reference to activities of civil dissent, such as protects and strikes.[35]

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[31] Article 21 of the Law on Secured Transactions specifically states that a security contract over immovable property must be made in writing (i) in the presence of a government notary or a village chief with three witnesses; or (ii) in the presence of three witnesses. On a slightly different point, the translation team was unable to discern why the legislature would allow parties to chose the second, less onerous, option but surmised that cultural considerations might nevertheless predispose parties to involve their government notaries and village chiefs in their property transactions even with option (ii) available.

[32] An example of this might be the old Business Law (essentially the Companies Law), based on a civil law/communist template, which was drafted in rather general terms. Contrast that with the Law on Promotion of Foreign Investment, which is quite detailed. In 2005, perhaps to address this anomaly, the Business Law was extensively amended and has bloated from a slim 26 pages to 76 pages. Many of the changes in the amended law, now renamed the Enterprise Law, consist of adding definitions and fleshing out general principles in a manner that might be intended to make the provisions more familiar and comfortable for a common law reader.

[33] This is not to say that different legal systems cannot happily co-exist and operate within a single state. The example of Shariah Law in Singapore is a good one. Nor is it to say that within a single system, there are never examples of different approaches to drafting. In early British history, judges wrote the statutes themselves and, knowing the King's intentions, gave effect to that intention regardless of the actual text of the law. *Sarcevic*, *supra* note 18 at 61.

[34] Article 13, Constitution of the Lao People's Democratic Republic.

[35] Joshua Kurlantzick, "Laos: Still Communist after all these Years" (2005) Current History 114 at 115.

In the Penal Law, penalties such as "public criticism"[36] and "re-education without deprivation of liberty"[37] appear to have distinct Communist connotations although on closer examination some litigants who have (no doubt justifiably) been castigated in non-communist courts might argue that similar penalties are resorted to under their own systems.

2. *Use of the "right" English translation*

In some cases, we had to deal with not only our own "gaps between the cultures" but with the gaps of translators who had come before us. Certain Lao legal or governmental institutions were "borrowed" from civil law systems or were instituted by the communist regime. But, over the years, their English names had been supplied by native English speakers familiar with the common law system. Sometimes, the words chosen were not necessarily the best words for the institution but our Lao friends and their compatriots had become familiar with them.

A good example is the term which we ultimately translated as "public prosecutor". In Lao, this official has the authority to require that cases be re-opened[38] and is entitled to be present at all legal proceedings, even in civil cases.[39] It is thus an institution akin to the soviet public procurator. But the problem was that most Laotians translated the Lao term as "public prosecutor"—probably because early advisors helping to translate terms to English were from common law jurisdictions where "public prosecutor" was the term used. Indeed, according to our domestic consultants, the governmental agency itself considered that it was the "People's Public Prosecutor" in English. The translators thus had to make a decision between issuing a set of translations using an English term which would seem unfamiliar to its most likely users or to use the historically entrenched English term.

Similarly, many of the procedural concepts in the Law on Civil Procedure and the Law on Criminal Procedure are French/civil law processes. Here, too, earlier informal translations tended to use common law terms to describe civil law processes. Thankfully, here, we could look to the experience of jurisdictions with a deep tradition of translation of civil law texts to English, such as Quebec. We were thus able to choose terms that were in English but that would signal to the reader that they were of civil law provenance. An example is Article 46 of the Law on Criminal Procedure. This article describes the power of police investigators or interrogators to question two witnesses together when their individual testimonies are inconsistent. Civil lawyers would be familiar with this procedure. It is typically translated by civil lawyers into English as "confrontation" or "questioning in confrontation". We therefore used the same translation.

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[36] Article 27 of the Penal Law. "Public criticism refers to the criticising of the offender in court. In necessary cases, the court's decision might be published in a newspaper or by other methods."

[37] Article 28 of the Penal Law. "Re-education without deprivation of liberty is a punishment inflicted upon the offender at his place of work or at other locations, [and pursuant to which] five to twenty per cent of his total salary is remitted to the State in accordance with the court's decision."

[38] Article 115 of the Law on Civil Procedure. Indeed, private litigants are not permitted to "re-open" civil cases except through the office of the Supreme Public Prosecutor. The "re-opening" of a case refers to the revival of a case on which final judgment has been rendered, in circumstances where new information and evidence have been found.

[39] Article 37 of the Law on Civil Procedure sets out the "Role of the Public Prosecutors in Civil Proceedings" and provides that Public Prosecutors may "participate in civil cases to monitor and inspect the implementation of laws in the court". The connotation of supervision or oversight over the courts is deliberate.

Ultimately, in the above kinds of cases, we would make use of annotations to facilitate the reader based on the following principles:

(i) if we knew the influences underlying a law or a particular provision, we would draw attention to the legal system that had influenced the law or provision;
(ii) if Laos had its own system that was quite clear (even if the words used could only be translated as institutions which the common law or civil law reader would understand differently), we would describe the Lao system.[40]

Even then, there were provisions whose meanings would probably escape some people without understanding the specific conditions in Laos. E.g., we initially found the sweeping powers of courts of second instance rather strange.[41] Such courts were essentially empowered to entirely re-try cases. But the rationale for giving such sweeping powers to the higher court was much clearer once we understood that many of the "judges" sitting at first instance are not legally trained. Rather, they might be respected members of a local community, such as teachers.

C. Between Times

Reading the Lao laws chronologically in order of their enactment was like observing the growth and evolution of a country's legal capacity and legislative competencies. At this time, we have seen slightly over three quarters of the entire body of laws and we are struck by the picture of a legal system in rapid growth.

In the initial period following the establishment of the Lao People's Democratic Republic, it would appear that legal development was not a high priority. We understand from the domestic consultants that the Business Law (1994) and the Contract Law (1990) were among the first codes enacted. By contrast, in the time since our project began (in March 2005), 4 to 5 new laws have been enacted, including the important Anti-Corruption Law[42] and far-reaching amendments of several other major laws (e.g., the Tax Law and the Enterprise Law).

Equally, comparing the way earlier laws were drafted to later laws shows that the state has progressively dedicated more and better resources to the legislative process.

Let me take an example from Article 15 of the Business Law, one of the older laws enacted. The domestic consultant initially translated this provision (which defines certificates of deposits) as follows: "Certificate of deposit securities are certificates of the deposit for a specific amount of money issued by a bank."

This form of words echoes various internationally accepted definitions of these kinds of instruments. For example, the following is the definition in the U.S.

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[40] An example can be found in the Law on Civil Procedure Law where the effect of decisions at first instance, decisions at second instance and decisions on cassation do not bear direct correlation with either civil law processes, common law processes or, to the best of our knowledge, processes in other communist countries.

[41] Part VI, Chapter 2 of the Law on Civil Procedure.

[42] This law was in our second tranche and even before we were ready to release it officially, we received many requests to release our working draft – there was so much interest in it.

Uniform Commercial Code (see clause (j) which needs to be read with the preceding provisions):

UCC 3-104. NEGOTIABLE INSTRUMENT.

(a) Except as provided in subsections (c) and (d), "negotiable instrument" means an unconditional promise or order to pay a fixed amount of money, with or without interest or other charges described in the promise or order, if it:

(1) is payable to bearer or to order at the time it is issued or first comes into possession of a holder;

(2) is payable on demand or at a definite time; and

(3) does not state any other undertaking or instuction by the person promising or ordering payment to do any act in addition to the payment of money, but the promise or order may contain (i) an undertaking or power to give, maintain, or protect collateral to secure payment, (ii) an authorization or power to the holder to confess judgment or realize on or dispose of collateral, or (iii) a waiver of the benefit of any law intended for the advantage or protection of an obligor.

(b) "Instrument" means a negotiable instrument.

…

(j) "Certificate of deposit" means an instrument containing an acknowledgment by a bank that a sum of money has been received by the bank and a promise by the bank to repay the sum of money. A certificate of deposit is a note of the bank.

The Lao text echoes sub-clause (j) but because it omits some of the cross-definitions and concepts, it describes an instrument that might not actually be negotiable. Even though international and domestic consultants understood the intention of the drafters, we were simply unable to resolve the Lao text. And, of course, if we had clarified the translation beyond the Lao text, that would in and of itself be misleading.

Ultimately, we translated Article 15 of the Business Law as follows:"A certificate of deposit is an [acknowledgment] issued by a bank certifying the deposit of a specific sum of money [with the bank]."

This translation is arguably clearer than the initial one but still falls short of negotiability because it omits the requirement of the "unconditional promise to repay" that is the essence of "notes".

What I can surmise from this is that, in earlier times, drafters may have taken their cue from source documents in a foreign language but may have adopted them incompletely, perhaps from a lack of familiarity with the technical terms or the concepts. Indeed, in some of the earlier laws, fairly simple day-to-day words (rather than legal terms of art) were used to express legal ideas and concepts.

Of course, once such words had been used in the Lao text, it was not always possible to translate them back "properly" into their technical equivalents even though we sometimes had a pretty good idea what the intention must have been at the time. First, the simple words might, in context, have other possible (and technically permissible meanings) that would be lost if we were to translate them back in English using the technical terms. Second, many of the technical terms did in fact have Lao equivalents. That is to say, it would have been possible for earlier drafters to pick the technical term in Lao to use. Whatever the reason they failed to do so, as translators,

we had to respect and reflect the fact that they had not done so, even though the choice was available.

D. Between Personal Experiences

Although we were on the lookout to clarify the different assumptions we might be labouring under, we still sometimes fell afoul of personal prejudices, cultures and experiences.

In one case, differing ideas of family, individual autonomy (and perhaps different assumptions of property control) came into play.

Article 47 of the Contract Law deals with spousal debt. It reads:

> **Article 47. Spousal Liability for Debts**
>
> A married couple [jointly] or either of them [individually] must be liable for loans of money or assets in the following cases:
>
> - The husband and the wife have together borrowed money or assets;
> - The husband or the wife alone borrows money or assets for family use; [or]
> - The husband or the wife alone borrows money or assets for his personal interest. In the event that the [other spouse] pays [such] debt, [she or he] has the right to reimbursement upon division of matrimonial property.

Here, there seemed at first blush to be little misunderstanding. The domestic consultant and I had gone through the provision word for word and we were quite happy that the English matched the Lao.

As part of the process, I would now and again pose a hypothetical of how the provision might apply. Just to test the meaning. So, in this case, knowing that the domestic consultant was married and that her husband had a business importing all-terrain trucks for use in industry, I posed a hypothetical to her to illustrate my understanding of Article 47 second bullet point. I said, "If your husband incurs a debt alone in his business, I suppose that would not be your responsibility under any of the clauses in this Article." Her response surprised me. "Of course it would be!" "But," said I (the reflexive individualist) "it doesn't fall into any of the categories. It was neither borrowed together nor for family use, right?" Round and round we went for a fair period of time. In the end, I realised that fundamentally, to my Lao friend, the activities of her husband in his truck importation business were intended to generate income "for family use" and therefore the borrowing in that context was her responsibility too. Only, she admonished me, if her husband were, perhaps, a profligate who had borrowed money to establish a second family would she be off the hook!

In a second case, differences arising from urban and agrarian assumptions came into play.

Article 27 of the Contracts Law states that: "In the event that pledged assets generate any benefit, such benefit shall be the property of the pledgor. If the pledgee wishes to keep such benefit, he must settle payment [with the pledgor]."

As a former finance lawyer used to drafting security documents of all sorts, I debated with the domestic consultant over what I saw to be the illogic of this provision.

After all, if the pledged assets (such as stocks or receivables) appreciated in value and the pledgee wished to retain that capital appreciation (in my view, again, a financial value of some sort) it made no sense to then require the pledgee to pay the appreciation to the pledgor.

Of course all became clear when the domestic consultant posited the following much more common scenario in Laos. If the pledgor had pledged his chickens to the pledgee and, during the period of the pledge, the chickens had laid eggs which the pledgee wished to retain, the pledgee would have to pay the pledgor for the eggs!

Through these animated and often humorous interchanges, I was reminded of quite how slippery and subjective words, meaning and laws can be. And I was often humbled by how much further I had to go to meet my own aspirations for openness and flexibility.

E. Between Personalities and Agendas

Translation takes place through the channel of the individual translators. Not only do our experiences, knowledge and culture play a part but within the same cultures, our respective personalities play a part too.

We discovered, while translating the first set of laws, how dramatically personality could affect the process. The two domestic consultants had quite different personalities and agendas. One was much more conservative than the other, preferring to stick to as literal a translation as possible. The other was much more confident of knowing the intended meaning and therefore much more prepared to "take a stand" on the language.

Initially, the international consultants were entirely frustrated with our conservative colleague and compared the person unfavourably to the other consultant. We perceived the conservative consultant to be risk-averse and perhaps not as knowledgeable or accurate.

However, as the process continued, we came very much to appreciate the stubborn insistence on at least starting with a literal position and only moving from that if absolutely certain. In fact, arguably, our more literal colleague could have the largest effect on law reform. For example, there are many more footnotes in the laws translated by this colleague that point out discrepancies that this colleague was simply unwilling to resolve or make consistent. If a word was different, it was different and that was that even if it appeared that the use of two different words could not have been intentional. In taking this approach and refusing, in a sense, to "clean up" the laws for an international audience, this might force the legislature to consider amending the laws. Certainly, by not automatically resolving such inconsistencies even *before* submitting initial drafts to the international consultants, this domestic consultant triggered discussions that often forced the translation team to dig deeper for possible meanings and to arguably come up with better translations.

In fact, by the time we embarked on the second tranche of laws in November 2005, we started to irritate our other Lao colleague, often insisting on hearing the literal translations before we would accept the proffered form.

IV. Conclusion

People expect laws to work like computer manuals. But, of course, laws are simply societal norms. They are therefore extremely value-laden and culture specific. Not just in the systemic differences between the cultures and times but also the specific space from which the individual translators come. Words cannot be expected to magically convey meaning across persons, communities and nations.

The translation team has come some way in dealing with the five "kinds of difference" highlighted in this article, although the learning and experimentation process continues.

The first category (language differences) has probably been the easiest to articulate and confront directly. Over the two years that we have worked on this project, the translation team has come to appreciate the basic structure of the Lao language and to be able to present practical solutions for how to excavate and reflect the meaning of the Lao original in English. We have developed standard annotations to explain the impact of differences in grammar, syntax and vocabulary. Employing these solutions and annotations consistently across all the laws translated, we have attempted, at the very least, to alert the reader to the impossibility of perfect equivalence.

In the case of differences in legal systems, personal experience, personalities and agendas, our shield against the pitfall of unthinking presumption has been a commitment to questioning and interchange. We have come a long way since the first tranche, when we naively assumed that we could spend a week in Vientiane, ask some selected "big picture" questions and, on that basis, "clean up" the provisions of the laws from Singapore. Instead, as mentioned above, we now know that there is no substitute for reading through every single provision word for word with the domestic consultants, pausing to clarify assumptions at every point. In preparation for these read-through sessions, we research multiple jurisdictions for their treatment of similar concepts. At the sessions, we present these alternatives to our Lao colleagues and, even more importantly, listen carefully to their account of local practice and reality. Only after ensuring that we have as clear a picture of the intended meaning as possible do we fix upon a word or a phrase.

Ultimately, we have been guided by the objective of illuminating and sharing the growing body of laws of this somewhat unknown jurisdiction with a wider audience. And forced by circumstances to accomplish this objective in a team, we have learnt that in this, as in so many interactions, dialogue is the answer.