

LOST IN TRANSLATION: REFLECTIONS ON PARTICIPATING IN JAPANESE-LANGUAGE MOOTS

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Legal advocacy is difficult enough in one's native language. Conducting oral submissions in Japanese – a language with distinct honorific registers, grammatical structures, and legal terminology – presents an exceptional challenge for native English speakers. Yet it is precisely this challenge that makes Japanese-language mooting a valuable site for legal education in Singapore. Writing as two coaches and two student participants, this article presents our collective reflections on Japanese language mooting at the Faculty of Law of the National University of Singapore from 2023 to 2025. This article makes three contributions. First, it provides an in-depth account of Japanese language mooting as a site for multilingual legal education in Singapore. Second, it demonstrates which aspects of legal skills training prove most valuable for multilingual legal practice. Finally, it examines the use of generative artificial intelligence (“AI”) tools for legal translation.

I. INTRODUCTION

Legal advocacy is difficult enough in one's native language. Conducting oral argument in Japanese – a language with distinct grammar, honorific registers, and legal terminology – presents a compounded challenge for native English speakers. Yet it is precisely this challenge that makes Japanese-language mooting a valuable site for

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legal education in Singapore as it forces law students to think across legal, linguistic, and cultural boundaries.

This article presents our collective reflections on participating in Japanese-language moot competitions over three years (2023 to 2025). We focus on two moot competitions in which students from the Faculty of Law of the National University of Singapore (“NUS Law”) have participated: the Vis Japan Pre-Moot (“Vis Japan”) and the arbitration round of the Sophia Intercollegiate Negotiation Competition (“Sophia INC”). As coaches (Alan and Samantha) and participants (Karen and Kenshi) in these competitions, we offer a candid account of the challenges faced and insights gained from competing in Japanese-language moots. Alan served as the Japanese-language team coach, Samantha as the overall team coach, while Karen and Kenshi participated as competitors in multiple Japanese-language moots. Throughout this article, reflections of individual authors are presented in block quotes and attributed accordingly.

This article makes three contributions to the literature on legal education. First, it provides an in-depth account of Japanese-language mooting as a site for multilingual legal education in Singapore. Multilingual legal education is almost non-existent in Singapore, a multilingual society with a *de facto* monolingual legal system.¹ However, multilingual legal education – particularly in the languages of civil law jurisdictions (which include Japan²) – is critical for students to gain an understanding of how civil law jurists operate in practice. The importance of civil law teaching to Singapore has been acknowledged by no less than the Chief Justice of Singapore, Sundaresh Menon, in his opening of the legal year speeches.³ Second, it identifies the potentially most valuable aspects of legal skills training for students aspiring to cross-border legal practice. While language proficiency matters to a degree, our experience shows that strong foundational skills in “common law”-style legal reasoning, case theory, and advocacy can be adapted for a “civil law”-oriented environment. Third, it critically examines the use of generative AI tools⁴ for translation. As AI tools have become widespread in both international moots and legal practice, we analyse the benefits and pitfalls of using AI-assisted legal translation in legal advocacy. We use these findings to craft practical guidance for legal educators and students of common law background interested in cross-border work involving civil law jurisdictions.

This article proceeds as follows. Part II offers a brief overview of the literature on mooting and legal education for the purpose of situating this article and its

¹ Alan K Koh, “Legal Monolingualism in a Multilingual State: Whither Bilingual Legal Education in Singapore?” in Nicolás Etcheverry Estrázulas, ed. *Bilingual Study and Research: The Need and the Challenges* (Cham: Springer, 2022) 267 [Koh, “Legal Monolingualism”] at 267–268.

² Mathias Siems, *Comparative Law*, 3rd ed (Cambridge: Cambridge University Press, 2022) at 101.

³ Sundaresh Menon, Chief Justice of Singapore, “Response”, speech at the Opening of the Legal Year 2026 (12 January 2026), <<https://perma.cc/JD57-W9EA>> at [26]; Sundaresh Menon, Chief Justice of Singapore, “Response”, speech at the Opening of the Legal Year 2025 (13 January 2025), <<https://archive.md/1vFRv>> at [36]. See also Report of the Working Group for the Reform of Legal Education (January 2024) at [55]–[61] (Co-Chairpersons: Justice Audrey Lim and Luke Goh) <<https://perma.cc/Z789-4CVT>>.

⁴ Damien Charlotin & Niccolò Ridi, “GenAI as an International Lawyer: A Case Study with the Jessup International Law Moot Court” (5 June 2025), available in SSRN, No 5283722 [Charlotin & Ridi, “GenAI as an International Lawyer”] at 4.

contributions within the broader literature. Part III explains the format of Japanese-language moot competitions and how NUS Law students came to participate in them. Part IV examines practical challenges with English-Japanese translation in a mooting context, and the use of AI tools to accommodate – and even overcome – participants’ limited Japanese-language proficiency. Part V analyses how participants adapted practical legal skills learnt from the Legal Analysis, Research and Communication (“LARC”)⁵ course for a civil law context, and the cultural and social expectations involved in Japanese-language moot competitions. Part VI concludes with avenues for further research and a summary of NUS Law’s performance in Japanese-language moot competitions.

II. MOOTING AND LEGAL EDUCATION

The English-language literature on mooting and legal education is voluminous. The strands most relevant to this article are: (i) mooting as a vehicle for structured legal skills education; (ii) mooting as a vehicle for teaching substantive content; and (iii) the use of generative AI tools in mooting. A common thread across these strands is that the mooting examined is conducted in English. By contrast, scholarship – at least in English – on the contribution of non-English-language mooting to legal education is virtually non-existent. Accordingly, we introduce each strand of literature to lay the groundwork for our article’s contributions.

The first strand encompasses both the pedagogical theory underpinning mooting and its institutional application in legal skills education. A foundational work is Andrew Lynch’s qualitative study of mooting in Australian legal education.⁶ Drawing on focus group interviews with law students at three Queensland law schools,⁷ Lynch identified three key themes: the acquisition of practical skills,⁸ the opportunity for peer learning and teamwork,⁹ and the deepening of students’ understanding of the law.¹⁰ His study grounded the educational value of mooting in three pedagogical theories – constructivism, experiential learning, and problem-based learning¹¹ – and observed that mooting prepares students for practice in ways that other forms of assessment might not.¹² More recently, Fletcher has sought to build on Lynch’s work by applying Kolb’s experiential learning cycle more rigorously to the mooting context, observing that Lynch’s identification of mooting as experiential learning had not been followed up with sufficient theoretical depth in subsequent

⁵ See Part V.A.1 below for a brief explanation of LARC.

⁶ Andrew Lynch, “Why Do We Moot? Exploring the Role of Mooting in Legal Education” (1996) 7(1) *Legal Educ Rev* 67.

⁷ *Ibid* at 71–73 (describing the mooting components in Queensland law schools) and 81–84 (describing the phenomenographical research design).

⁸ *Ibid* at 84–86.

⁹ *Ibid* at 86–88.

¹⁰ *Ibid* at 91–93.

¹¹ *Ibid* at 74–81.

¹² *Ibid* at 86.

studies.¹³ Fletcher's qualitative study of first-year English law students found that perceived learning outcomes from mooting differed markedly across participants and were shaped by individual attitudes towards law and learning.¹⁴

Singapore law schools have developed legal skills training programmes that feature moot competitions. Wong described the design of the Legal Analysis, Writing and Research ("LAWR") curriculum at NUS Law – the predecessor of the LARC course – documenting how cognitive skills were sequentially taught through research exercises and a compulsory first-year mooting component.¹⁵ Wong observed that the moot process was effective for developing higher-order evaluative skills among Singaporean students, attributing this to the role-play dimension of mooting: by placing students in the roles of counsel, judges or other designated positions, the moot structure delinked opinions from the person expressing them, overcoming cultural reticence towards critical expression.¹⁶ Turning to the Singapore Management University's Yong Pung How School of Law ("SMU Law"), Chen analysed SMU Law's International Moots Programme (which he co-founded) and observed that the programme exemplified a broader trend of newer Asian law schools using international moots to compete on equal terms with established Western institutions.¹⁷ Chen documented SMU Law's systematic approach, including integrating mooting with SMU Law's foundational legal skills course, and establishing a structured training programme to train students with a range of mooting experiences.¹⁸

While these works describe and analyse how mooting offers a valuable site for legal skills training, they examine skills developed through English-language mooting. Whether foundational legal skills apply to advocacy conducted in non-native languages other than English – and the additional demands such advocacy places on participants – remains unexamined in the literature. Part V of this article addresses this gap by documenting how skills learnt through NUS Law's LARC course applied to Japanese-language mooting, and how participants adapted common law legal advocacy techniques for a civil-law-oriented context.

The second strand examines mooting not merely as a skills exercise but as a vehicle for teaching substantive legal content – particularly the bodies of transnational commercial law that form the subject matter of the Willem C Vis International Commercial Arbitration Moot ("Vis Moot"). Waincymer *et al* articulated what they described as the "unstated curriculum" of the Vis Moot: through preparing for the competition, students are drawn into comparative law, international commercial arbitration, conflict of laws, and legal interpretation – and often without realising the

¹³ Ross Fletcher, "Understanding Law Through Simulated Learning – A Study of Student Perceptions of Mooting" (2024) 6 Journal of Applied Learning & Teaching 157 at 160.

¹⁴ *Ibid* at 162–163.

¹⁵ Eleanor Wong, "Designing a Legal Skills Curriculum for an Asian Law School: Lessons in Adaptation" (2006) 1 AsJCL Article 5 at 3–17.

¹⁶ *Ibid* at 15–17.

¹⁷ Siyuan Chen, "International Moot Court as Equaliser: An Asian Paradigm" in Christoph Antons *et al*, eds. *Legal Education in Asia: From Imitation to Innovation* (Leiden: Brill, 2018) at 125–126.

¹⁸ *Ibid* at 132–134 (sequential moot progression), 134 (integration with foundational courses) and 135–150 (structured preparation for moots).

breadth of content they are absorbing.¹⁹ The article emphasised that the Vis Moot is “an educational experience built around a competition” rather than simply a competition *per se*.²⁰ Chen, Chan and Li examined one dimension of this substantive learning in detail, drawing on SMU Law’s experience to show how the civil–common law divide manifests in the Vis Moot on commercial law, procedural rules, and advocacy technique.²¹ They argued that the competition trains participants to navigate different legal traditions by grounding arguments in parties’ common intentions rather than domestic preconceptions, and that this skill is essential for international arbitration practice.²² Nottage’s two-part study examined the Vis Moot from a Japanese perspective, addressing the significance of the competition for promoting engagement with the United Nations Convention on Contracts for the International Sale of Goods (“CISG”) and the International Institute for the Unification of Private Law (“UNIDROIT”) Principles of International Commercial Contracts (“PICC”), and identifying practical challenges facing Japanese teams – including the inaccessibility of CISG scholarship and the difficulties of oral advocacy for non-native English speakers.²³ Practical guides, such as Kee’s *The Art of Argument*²⁴ and *The Complete (But Unofficial) Guide to the Willem C Vis International Commercial Arbitration Moot*,²⁵ complement this scholarly literature with step-by-step guidance on memorandum drafting and oral advocacy that reflects the professional culture of international commercial arbitration.

These works collectively underscore that the Vis Moot teaches substantive transnational commercial law alongside advocacy skills. However, they too examine the competition from the perspective of its English-language proceedings. There are few, if any, accounts of participation in moot competitions conducted in other languages. Parts III and V of this article offer that account, documenting both the format of Japanese-language moot competitions and how NUS Law participants adapted their legal reasoning for a civil-law-oriented environment.

¹⁹ Jeffrey Waincymer *et al*, “The Vis Moot 2020 – An Educational Post Mortem” (2020) 24(1) *Vindobona J Intl Com L & Arb* 54 [Waincymer *et al*, “Vis Moot 2020”] at 56–59.

²⁰ *Ibid* at 55.

²¹ Siyuan Chen, Bethel Ruiyi Chan & Eden Yiling Li, “Some reflections on the Willem C Vis and Vis East International Commercial Arbitration Moots: Negotiating and bridging the civil-common Divide” (2017) 6(1) *Indian Journal of Arbitration Law* 133 [Chen, Chan & Li, “Reflections on Vis Moot”] at 134–140 (good faith under the CISG as an illustration of civil–common law divergence in substantive law), 140–148 (procedural issues including the group of companies doctrine and discovery of documents) and 148–149 (adaptation of advocacy techniques).

²² *Ibid* at 149.

²³ Luke Nottage, “Educating Transnational Commercial Lawyers for the 21st Century: Towards the Vis Arbitral Moot in 2000 and Beyond (I)” (1999) 66(1) *Hōsei Kenkyū* 412 at 398–392 (discussing the Vis Moot’s significance for Japan, including the relevance of the CISG and the UNIDROIT Principles); Luke Nottage, “Educating Transnational Commercial Lawyers for the 21st Century: Towards the Vis Arbitral Moot in 2000 and Beyond (II)” (1999) 66(3) *Hōsei Kenkyū* 1374 at 1366–1347 (addressing the practical challenges of preparing Japanese teams). Note that the page numbers in these articles run in reverse.

²⁴ Christopher Kee, *The Art of Argument: A Guide to Mooting* (Cambridge: Cambridge University Press, 2006).

²⁵ Jörg Risse, ed. *The Complete (but unofficial) Guide to the Willem C Vis International Commercial Arbitration Moot*, 8th ed (Munich: Beck, 2025).

A third and rapidly emerging strand examines the use of generative AI tools in mooting. Guo and Wan have proposed a skills-based framework for integrating AI tools into Vis Moot preparation, premised on the principle that the value of AI tools “is highest where its use is transparent, supervised, and non-decisional”.²⁶ The article mapped AI-augmented lawyering competencies onto recurring Vis Moot tasks, including issue tree construction, case law comparison, and counter-argument generation.²⁷

Charlotin and Ridi conducted what they described as “the first systematic, blind evaluation of frontier commercial models’ [*ie*, AI tools] ability to generate end-to-end complex legal submissions”.²⁸ With the cooperation of the Jessup organisers, the authors generated ten complete Jessup memorials using Gemini 2.0 and GPT-4o, and entered them anonymously into the competition pool for blind grading by judges unaware of their origins.²⁹ Although the AI-generated memorials consistently achieved average to superior scores, with GPT-4o memorials averaging 80.8 out of 100,³⁰ judges’ qualitative feedback revealed persistent shortcomings including hallucinated citations and superficial legal analysis.³¹ The authors observed that the success of AI-generated memorials despite significant substantive deficiencies raised important questions about what moot competitions – and, by extension, aspects of legal practice – evaluate.³² The article further proposed a “centaur” model of human-AI collaboration in which human lawyers retain control over substantive analysis and fact-checking, while deploying AI for drafting and organisational tasks.³³

Both works focus on the use of AI tools for English-language legal research and drafting. The distinctive challenges of deploying AI tools for legal translation – where the risk of semantic distortion is compounded by differences in legal terminology and grammatical structure – remain unexamined. Part IV of this article addresses this gap by documenting how NUS Law participants used AI tools for English-to-Japanese legal translation across three years of competition, and the practical lessons learnt from that experience.

This article contributes to all three strands of literature. First, it documents how foundational legal skills learnt through NUS Law’s LARC course – particularly oral advocacy, case theory, and legal reasoning – were applied to Japanese-language mooting despite participants’ linguistic limitations (Part V). In doing so, it responds to a gap in Singapore’s legal education landscape, where bilingual legal education remains, as Koh has observed, “difficult, if not impossible, to achieve”.³⁴ Second,

²⁶ Peng Guo & Alex Wan, “A Transformative AI-augmented Lawyering Skills Approach for the Vis Moot” (2023) 27(2) *Vindobona J Intl Com L & Arb* 127 at 128.

²⁷ *Ibid* at 130–134.

²⁸ Charlotin & Ridi, “GenAI as an International Lawyer”, *supra* note 4 at 3.

²⁹ *Ibid* at 3 and 16–25.

³⁰ *Ibid* at 32.

³¹ *Ibid* at 33–39.

³² *Ibid* at 39–40.

³³ *Ibid* at 40.

³⁴ Koh, “Legal Monolingualism”, *supra* note 1 at 268 and 281–284 (identifying five structural obstacles: student monolingualism, lack of economic incentives, continued focus on common law jurisdictions, absence of a clear candidate language, and insufficient degree structures).

it contributes to the literature on teaching transnational commercial law through moots by providing the first account of a common-law-trained team competing in Japanese-language moot competitions, and documenting how participants engaged with the substantive content of the PICC in a Japanese-language setting (Parts III and V). Third, it addresses the gap in the AI and mooting literature by examining how AI tools were used for English-to-Japanese legal translation, documenting the evolution of these tools from a liability in 2023 to a useful – if still imperfect – translation aid by 2025 (Part IV).

III. JAPANESE-LANGUAGE MOOT COMPETITIONS

This Part explains the format and requirements of Sophia INC (specifically the arbitration round) and Vis Japan. We also briefly explain how NUS Law came to participate in these competitions.

A. *Sophia INC*

Sophia INC is a *sui generis* competition combining international arbitration and cross-border negotiation elements. A longstanding and established feature of the moot scene in Japan and the region, its most recent (24th) edition was held in 2025 over two days at Sophia University in Tokyo, Japan. The sponsors of Sophia INC include the Sumitomo Group Public Affairs Committee, PwC, Ministry of Justice of Japan, the Chartered Institute of Arbitrators (Japan Chapter), Japan Association of Arbitrators, UNIDROIT, and the international law firms Herbert Smith Freehills Kramer and Squire Patton Boggs.³⁵ The 2025 competition featured 47 “groups” from 19 Japanese universities and 13 “groups” from seven universities from Singapore, Australia, Mongolia, Korea, and the United States,³⁶ with a judging panel comprising over 100 professionals from various jurisdictions.³⁷ Each individual student participant can compete in only one language division.³⁸ Each university (or, in the case of Australia, one inter-university) “team” is permitted to send up to three student “groups” comprising four to five participants per group.³⁹ In practice,

³⁵ Intercollegiate Negotiation Competition Steering Committee, *Intercollegiate Negotiation Competition 20th Anniversary Booklet* (Tokyo: Intercollegiate Negotiation Competition Steering Committee, 2022) <https://www.negocom.jp/pdf/upload/INC20_digital_A4.pdf> at 6–19.

³⁶ Intercollegiate Negotiation Competition Steering Committee, “24th Intercollegiate Negotiation Competition Match Table”, <<https://www.negocom.jp/pdf/upload/024/MatchTable.pdf>> (13 October 2025).

³⁷ Intercollegiate Negotiation Competition Steering Committee, list of judges for the 24th Intercollegiate Negotiation Competition (2025) (unpublished, on file with the authors).

³⁸ Intercollegiate Negotiation Competition Steering Committee, “Rules of the 24th Intercollegiate Negotiation Competition”, <https://www.negocom.jp/pdf/upload/024/24th_Rules_E_0916.pdf> (16 September 2025) [INC Steering Committee, “Rules”] at rule 4(3).

³⁹ *Ibid* at rule 4(4). Note that the official Sophia INC rules use the word “team” to mean not the larger university-level unit but rather the smaller unit (that we call “group”) that is present in each competition room, but this creates terminological difficulties when comparing with other moots in which “team” refers to the larger university-level unit. Cf Association for the Organisation and Promotion of

this means a university team can be as small as three participants (in one group) or as large as over 20 participants (in five groups).

Sophia INC is, to the best of our knowledge, the only competition that combines arbitration and negotiation rounds. While both rounds are based on the same problem, modifications are made to adapt the problem for each round. Both rounds are equally weighted, and every participant of every group must participate in both: arbitration on the first day, and negotiation on the second.⁴⁰ As the Sophia INC operates on a single-match format involving all teams, there are no semi-final or final matches.⁴¹ Prizes are awarded to the first-placed team in each round based on the average scores of each university's groups in each language division, and to the top five scoring universities in each language division based on each university's performance across all groups of that language division in the arbitration and negotiation rounds.⁴²

This article focuses exclusively on the arbitration round. The arbitration problem draws on issues arising from the PICC and international arbitration instruments, particularly the United Nations Commission on International Trade Law ("UNCITRAL") Arbitration Rules.⁴³ University teams are pre-assigned to either Red or Blue (being the two opposing parties) when the match schedule is released.⁴⁴ There are strict page limits: 12 pages for the Red or Blue memorandum and two pages for each response.⁴⁵ Although there is no specific rule to this effect, it appears to be assumed that English Division memoranda must be in English, and Japanese Division memoranda must be in Japanese.⁴⁶ Universities sending groups to both the English and Japanese Divisions are permitted to submit memoranda that are substantively identical in content, albeit in different languages.⁴⁷ By contrast to typical moots featuring just four speaking participants (two from each of the two competing university teams) typically lasting slightly over an hour for each match, each match in Sophia INC's arbitration round is a marathon involving up to ten speaking

the Willem C Vis International Commercial Arbitration Moot, "The Rules: 33rd Vis Moot", <https://www.vismoot.org/wp-content/uploads/2025/08/33rd-Vis-Moot-Rules_FINAL.pdf> (2025) [Vis Moot Association, "Vis Moot Rules"] at [31] ("Each participating law school or other institution may only enter one team.") (emphasis in original). "Team Australia" is therefore a "team" in the Vis sense (as representing all of Australia as if Australia were one academic institution) but it should really be called "Teams Australia" if the strict Sophia INC meaning of "team" were to be applied.

⁴⁰ INC Steering Committee, "Rules", *supra* note 38 at rule 6(6).

⁴¹ Intercollegiate Negotiation Competition Steering Committee, "The 24th Competition (2025): Schedule/Place", <<https://www.negocom.jp/eng/comp/schedule.php?tno=24>> (2025) [INC Steering Committee, "Schedule/Place"].

⁴² Intercollegiate Negotiation Competition Steering Committee, "Intercollegiate Negotiation Competition Newsletter Vol 24, No 5 (2025)", <<https://www.negocom.jp/pdf/upload/024/NL5.pdf>> (17 November 2025) [INC Steering Committee, "INC Newsletter Vol 24 No 5"] at 2.

⁴³ INC Steering Committee, "Rules", *supra* note 38 at rules 6(5) and 6(14).

⁴⁴ *Ibid* at rule 6(2).

⁴⁵ *Ibid* at rules 7(4) and 7(5).

⁴⁶ While no deviations from this assumption have been observed during the years 2023–2025, participants are in any event permitted to use only the language of their division during the competition itself. See *ibid* at rule 6(7).

⁴⁷ *Ibid* at rule 7(8).

participants (up to five in each group from the two competing universities in the room) lasting over three, and often closer to four, hours.⁴⁸

Each match is assessed by three judges. The pool of judges for the Japanese Division appears to be exclusively Japanese-speaking Japanese nationals.⁴⁹ The competition follows a compressed timeline: the problem is issued in mid-September, registration occurs in mid-October, arbitration memoranda are submitted in the first week of November, and the competition takes place in mid-November.⁵⁰

NUS Law first participated in the English Division of Sophia INC in 2017⁵¹ and has continued to do so. The NUS Law English Division participants were selected by the Collaborative Dispute Resolution Club (“CDRC”) from 2017 to 2024.⁵² NUS Law first participated in the Japanese Division in 2023.⁵³ Karen was instrumental in recruiting the first group of participants (including Kenshi) and Alan as the Japanese-language coach. Karen served as the Japanese group leader for the 2023, 2024, and 2025 competitions; Kenshi participated in the 2023 and 2024 competitions. Samantha joined as a coach in 2024 and served as the overall team coach in 2025. Sophia INC became a for-credit competition under NUS Law’s International Moots course in 2025 with formal auditions conducted by Samantha and Alan, pursuant to which the groups for the English and Japanese Division were selected.

B. *Vis Japan*

The Vis Moot is one of the most important international arbitration moots.⁵⁴ Centred on a complex cross-border commercial dispute, the moot problem draws on issues arising from the CISG and international arbitration practice.⁵⁵ The competition culminates in oral rounds held in Vienna (“Vis West”) and Hong Kong (“Vis East”),⁵⁶ where teams from around the world argue before panels of leading arbitration practitioners, academics, and judge. The Vis Japan is the sole preparatory competition

⁴⁸ INC Steering Committee, “Schedule/Place”, *supra* note 41. This means that in each Sophia INC round, all participants in each university’s “team” are competing simultaneously in their respective “groups” in parallel “matches”.

⁴⁹ This is based on Alan’s examination of the judges’ list for the 2024 competition, which is, like the lists for other years, not released publicly on the website. There did not appear to be any obviously non-Japanese-origin family names present in the list for the Japanese Division arbitration round, and all family names present were in *kanji*. As Japanese writing convention for the names of individuals not either holding Japanese citizenship or from the Sinosphere, even for individuals of Japanese descent, is to use *katakana* when writing in the Japanese language, the fact that all the family names on the list were recognisably of Japanese origin and in *kanji* strongly suggests that the judges were all Japanese nationals. Alan (who is non-Japanese) also volunteered to serve as a Japanese Division negotiation round judge one year but was assigned to the English Division instead.

⁵⁰ INC Steering Committee, “Schedule/Place”, *supra* note 41.

⁵¹ Intercollegiate Negotiation Competition Steering Committee, “The 16th Competition (2017): Participants”, <https://www.negocom.jp/eng/comp_old/school.php?tno=16> (2017).

⁵² In at least some years, the CDRC also conducted training sessions for participants.

⁵³ Intercollegiate Negotiation Competition Steering Committee, “The 22nd Competition (2023): Participants”, <https://www.negocom.jp/eng/comp_old/school.php?tno=22> (2023).

⁵⁴ Chen, Chan & Li, “Reflections on Vis Moot”, *supra* note 21 at 149.

⁵⁵ Waincymer *et al*, “Vis Moot 2020”, *supra* note 19 at 55.

⁵⁶ *Ibid* at 56–58.

for the Vis Moot in Japan and applies the same problem and rules.⁵⁷ It is organised by the scholarly association the Academy for International Business Transactions (国際商取引学会)⁵⁸ and held at Doshisha University in Kyoto, Japan.⁵⁹

For Vis Japan, students need only submit an English memorandum with a maximum of 35 pages.⁶⁰ Each university team consists of two to four students per division (English and Japanese) who will participate in two oral matches before a three-member tribunal: once for the claimant and once for the respondent. Each match is relatively short, with each side having approximately 30 minutes in total to address the tribunal on four issues.⁶¹ The competition is held on a single day in March.⁶²

There is usually significant overlap between the Japanese Division Sophia INC team and the Japanese Division Vis Japan team at NUS Law. While the Vis Moot problem is issued in October, the NUS Law team is typically formed only much later in December. This delay is due to the students' involvement in Sophia INC, which occupies October and November. Thus, the team's preparation for Vis Japan typically begins in January of the next year. The Vis Japan organisers for the 2026 iteration allowed the NUS team to submit the English memorandum in February as this team does not participate in the Vis East or Vis West competitions.⁶³

NUS Law first participated in the English and Japanese Divisions of Vis Japan in 2025.⁶⁴ Karen and Alan were instrumental in recruiting participants, which included Kenshi. The Vis Japan 2026 team was formed from members of the Sophia INC 2025 team, as well as additional members through auditions with either Alan (for the Japanese Division) or Samantha (for the English Division).

IV. PRACTICAL CHALLENGES IN ENGLISH-TO-JAPANESE TRANSLATION

This Part discusses practical challenges faced by NUS Law undergraduates in preparing for Japanese-language moots. First, we briefly describe the participants' prior background in Japanese and their motivations for participating in

⁵⁷ Academy for International Business Transactions, "The 19th Vis Japan Pre-Moot", <<http://ibt1.cloud-free.jp/visjapan/en/19thmoot.html>> (2026) [AIBT, "19th Vis Japan Pre-Moot"].

⁵⁸ This should not be confused with the (in Japanese) very similarly named Japanese Association of International Business Law (国際取引法学会).

⁵⁹ AIBT, "19th Vis Japan Pre-Moot", *supra* note 57.

⁶⁰ Technically, teams participating only in the Japanese Division may submit their memoranda in Japanese.

⁶¹ Vis Moot Association, "Vis Moot Rules", *supra* note 39 at [67].

⁶² AIBT, "19th Vis Japan Pre-Moot", *supra* note 57.

⁶³ The facts behind the NUS Law Vis Japan 2025 team are as follows. Alan and Karen learned about the Vis Japan competition on the night of 14 December 2024, six days before the Claimant memorandum was due on 20 December 2024. The participants for Vis Japan 2025 were effectively recruited in the next 72 hours. With the assistance of the official NUS Law Vis Moot team, the Vis Japan participants were able to submit the claimant memorandum by the due date. Alan and Samantha subsequently negotiated with the Vis Japan organisers for the Vis Japan 2026 memoranda to be submitted in February 2026, so that the participants would have sufficient preparation time after Sophia INC 2025 ended in mid-November 2025.

⁶⁴ NUS Law, "Moot accomplishments by NUS Law students in Jan-June 2025", <<https://law.nus.edu.sg/media/moot-accomplishments-by-nus-law-students-in-jan-june-2025>> (4 July 2025) [NUS Law, "Moot Accomplishments 2025"].

Japanese-language moots (Part IV.A). Second, we identify key differences between English and Japanese expression, and explain the unique challenges faced by NUS Law participants who were generally conversant in Mandarin Chinese but not professionally fluent in Japanese (Part IV.B). Finally, we discuss practical challenges with English-to-Japanese translation in the legal context, focusing on the drafting of written memoranda for Sophia INC (Part IV.C).

A. Participant Profiles

All NUS Law participants in Japanese-language moots – necessarily – have prior experience with Japanese. However, none of the participants were native Japanese speakers. The following table summarises the Japanese-language background, and prior mootting experience, of a select number of NUS Law participants. The 2023, 2024, and 2025 editions of Sophia INC are abbreviated as “INC 2023”, “INC 2024”, and “INC 2025” respectively.

Table 1: Profiles of Japanese-Language Moot Participants, 2023–2025

Name	Japanese-Language Experience Prior to First Japanese-Language Moot	Mooting Experience Prior to First Japanese-Language Moot	NUS Japanese-Language Courses Taken	Japanese-Language Moots
Kenshi	• 2007–2016: Japanese Supplementary School (Singapore) • 2003–2018; 2021–2022: Kumon Singapore Japanese Learning Centre	None	• LAJ4203 Media Japanese 2 (2023/2024) • JS4229 Japanese Translation – Theory & Practice (2023/2024) • LAJ3204 Business Japanese 2 (2024/2025) • LAJ4205 Japanese for Contemporary Society (2024/2025)	INC 2023, INC 2024, Vis Japan 2025
Karen	• Japanese lessons in kindergarten • 2016–2019: Ministry of Education Language Centre (“MOELC”) Japanese • 2020–2021: Singapore-Cambridge GCE A-Level, H2 Japanese (A grade)	CMS Intellectual Property Moot 2022	• LAJ3204 Business Japanese 2 (2025/2026)	INC 2023, INC 2024, INC 2025, Vis Japan 2025

(continued)

Table 1: (Continued)

Name	Japanese-Language Experience Prior to First Japanese-Language Moot	Mooting Experience Prior to First Japanese-Language Moot	NUS Japanese-Language Courses Taken	Japanese-Language Moots
Tianna Pay (NUS LLB)	• 2016–2019: MOELC Japanese (1st in Japanese 2017, 2nd in Japanese 2016, 2018, 2019) • 2022: Japanese Language Proficiency Test (“JLPT”) N2, 180/180 score • 2023: JLPT N1, 180/180 score • 2025: Exchange at Kyushu University, Faculty of Law – 1st out of 214 students in Introduction to Law (法学入門), an undergraduate course taught and assessed in Japanese	None	None	INC 2025
Bryan Ong (NUS LLB)	• 2021: JLPT N3 • 2023: JLPT N2	CMS Intellectual Property Moot 2024	None	INC 2024, INC 2025
Ke Mengdie (NUS JD)	• 2018: JLPT N1 after 1.5 years of study during undergraduate law degree in a non-Anglophone civil law jurisdiction • 2022–2024: Nagoya University, Graduate School of Law, Master of Laws in Private International Law (in Japanese)	• Frankfurt Investment Arbitration Moot 2023 • Vis Japan 2023 (English Division) – Champion • Vis East 2023 Quarterfinalist	None	Vis Japan 2025

Notwithstanding their prior background in Japanese, many of the participants expected that participating in their first Japanese-language moot would be challenging. As Karen and Kenshi observed:

Question: How would you rate your Japanese-language ability before signing up for your first Japanese-language moot?

Kenshi: Good for everyday conversations but bad for professional/business/court advocacy settings.

Karen: With 10 being native-level – speaking: 3; writing: 3; and reading: 5

Prior to their first Japanese-language moot, participants often faced two challenges. First, prior experience with Japanese did not necessarily translate into proficiency in Japanese in business and professional settings. As is the case with English-language moots, Japanese-language moots require students to be reasonably familiar with business and professional terminology that was rarely taught in pre-university classes, and only in the most advanced Japanese-language courses at NUS (ie, LAJ3204 Business Japanese 2).⁶⁵ Second, most participants had no experience, academic or professional, with Japanese legal terminology before their first Japanese-language moot. Two notable exceptions were Tianna Pay, who attended a Japanese undergraduate law course on exchange at a Japanese university, and Ke Mengdie, who had completed a two-year Japanese-medium graduate research degree in private international law at a leading Japanese graduate school of law.⁶⁶

Given their Japanese background, participants were motivated to join Japanese-language moots primarily to improve their language ability in a legal context. Kenshi's reasons for participating were twofold:

First, I wanted to significantly improve my Japanese in the most efficient manner. This was not a mere desire to improve – I have always thought that legal Japanese was an insurmountable hurdle that I could never understand or conquer, so I decided that if I wanted to truly get to the next level, I needed to face the issue head-on and just do it. Second, I wanted to experience advocacy in a foreign country (of a different legal system) – I hoped that such an experience would improve my advocacy skills in general.

Karen's own motivations were as follows:

I think I approached [Japanese-language moots] with more enthusiasm than other moots because of the desire to not waste money flying overseas ... and also because communicating legal arguments in a foreign language really forces you to be as simple and clear and concise as possible. The latter is extremely satisfying.

Notwithstanding their enthusiasm, all participants acknowledged that preparing for a Japanese-language moot would require considerably more effort and work than preparing for its English-language equivalent.

⁶⁵ To the best of the authors' knowledge, advanced level courses in Japanese (eg, Business Japanese) may not be consistently offered at NUS from Academic Year 2026/2027 onwards. This is a highly regrettable development given their immense usefulness.

⁶⁶ The term "law school" is deliberately avoided as it is used in Japan (法科大学院 or ロースクール, often abbreviated as "LS") to refer to *professional* graduate degrees (法務博士; branded in English as *Juris Doctor* or JD) that qualify graduates to sit the Japanese Bar Examination as opposed to graduate research degrees. See eg, Cheng Han Tan *et al*, "Comparative Legal Education" in Mathias Siems & Po Jen Yap, eds. *The Cambridge Handbook of Comparative Law* (Cambridge: Cambridge University Press, 2024) 713 at 721. An undergraduate law department is typically called a "faculty" or "school" of law, whereas a department running graduate research or taught degree programmes other than the *professional* graduate degree is almost universally called a "graduate school" of law.

Finally, while the participant profiles and the focus of this article is on NUS Law students, it should be noted that there were two NUS students – one from the Business School, and one from the Japanese Studies Department – who participated in the INC 2024 competition. Non-law students are permitted to participate, and regularly do so, in Japanese-language moots such as Sophia INC. While both students were relatively strong in Japanese – with the Japanese Studies student possessing near-professional level fluency – both students faced considerable challenges in the arbitration round. Given that the compressed timeline (two months) made it impracticable to teach both non-law students the fundamentals of legal argument and reasoning, their struggles were inevitable. Both students, however, were excellent team players in the negotiation round and delivered strong performances. Sophia INC therefore represents a rare opportunity for interdisciplinary learning among law and non-law students. It is regrettable that funding support is categorically unavailable for non-law students at NUS to participate in “law” competitions – even when they can significantly contribute to the team’s overall success – as of the time of writing this article.

B. Linguistic Challenges

In this sub-Part, we explain and critically examine the challenges faced by our participants in expressing themselves in legal Japanese. For readers unfamiliar with Japanese, we briefly set out the basics of the language, including the three main scripts (*hiragana*, *katakana*, and *kanji*) (Part IV.B.1), Japanese sentence structure and how it compares with English (Part IV.B.2), the use of different formal registers (eg, *keigo*) (Part IV.B.3), and unique challenges faced by participants conversant in Chinese (Part IV.B.4).

1. The Japanese Writing System

Japanese uses three distinct scripts simultaneously: *hiragana*, *katakana*, and *kanji*. Each serves different functions, and professional-level Japanese necessarily requires fluency in all three.

Modern *hiragana* is a syllabary consisting of 46 basic characters, each representing a mora (eg, か *ka*, き *ki*, く *ku*). It is used for native Japanese words, grammatical particles, verb endings, and words without *kanji* representations.

Katakana is another syllabary, also consisting of 46 basic characters that mirror *hiragana* sounds but use different symbols (eg, カ *ka*, キ *ki*, ク *ku*). *Katakana* is used, among other things, for foreign loanwords borrowed from English and other languages. This created an additional cognitive load for NUS Law participants: they had to correctly pronounce the *katakana* transliterations of terms from English or other European languages, and the *katakana* pronunciation could be phonetically unrecognisable to students accustomed to primarily Singaporean varieties of English.

Kanji are logographic characters adopted from Chinese. As of the last revision in 2010, the 常用漢字表 (“Table of Commonly-Used *Kanji*”) issued by the Japanese government as a benchmark for “writing modern Japanese in ordinary social contexts, such as statutes and regulations, official documents, newspapers, magazines,

and broadcasts”⁶⁷ contains 2,136 characters with 4,388 readings. Each *kanji* represents a meaning rather than a sound, though most *kanji* have multiple possible pronunciations depending on context. Legal Japanese relies heavily on *kanji* terms. For instance, 契約 (*keiyaku*, contract) combines the characters for “promise” and “bind”. The use of Chinese characters in *kanji*, as well as their multiple possible pronunciations, created unique challenges for participants conversant in Chinese, which is elaborated on at Part IV.B.4 below.

The interplay of all three scripts in a single sentence is standard in Japanese. Consider this extract from the NUS Law Japanese Division memorandum for INC 2025:

レッドは、契約に基づき、RedAid を臨床使用に適した安全な状態に保つ義務を負う。

Reddo wa, keiyaku ni motozuki, RedAid wo rinshō shiyō ni tekishita anzen na jōtai ni tamotsu gimu wo ou.

Red has an obligation under the contract to maintain RedAid in a safe condition suitable for clinical use.

This sentence uses all three scripts: *hiragana* for particles (は *wa*, に *ni*, を *wo*) and, in the form of *okurigana*, verb endings (基づき *motozuki* “based on”, 適した *tekishita* “suitable”, 保つ *tamotsu* “to maintain”, 負う *ou* “bears/has”); *katakana* for the party name (レッド *Reddo* “Red”); and *kanji* for substantive legal and technical terms (契約 *keiyaku* “contract”, 臨床使用 *rinshō shiyō* “clinical use”, 安全 *anzen* “safe”, 状態 *jōtai* “condition”, 義務 *gimu* “obligation”). This would be considered a relatively straightforward sentence in a legal setting.

2. Sentence Structure

Japanese sentence structure fundamentally differs from English in ways that significantly affected how participants constructed legal arguments. The most important difference is word order: Japanese follows a Subject-Object-Verb (“SOV”) structure, while English follows Subject-Verb-Object (“SVO”). This means the verb – often the most critical element in legal reasoning – appears at the end of the sentence.

The sentence from the memorandum above illustrates this:

Japanese (SOV): レッドは、契約に基づき、RedAidを臨床使用に適した安全な状態に保つ義務を負う。

Red-[topic marker]-contract-based on-RedAid-[object marker]-clinical use-suitable for-safe-condition-maintain-obligation-[object marker]-**has**.

English (SVO): Red **has** an obligation under the contract to maintain RedAid in a safe condition suitable for clinical use.

⁶⁷ 常用漢字表 [Table of Commonly-Used *Kanji*] (Cabinet Public Notice No 2 of 2010) (Japan) <https://www.bunka.go.jp/kokugo_nihongo/sisaku/joho/joho/kijun/naikaku/pdf/joyokanjihiyo_20101130.pdf>.

In the Japanese sentence, the verb 負う (*ou* “bears/has”) appears at the very end, after all the modifying phrases and the object (義務 *gimu* “obligation”). The English translation, by contrast, places the verb “has” immediately after the subject “Red”.

This structural difference created several challenges for participants. First, it required them to mentally restructure their arguments when translating from English to Japanese or preparing submissions directly in Japanese. Second, Japanese allows for greater sentence length and complexity through its use of subordinate clauses and particles. Legal Japanese often features long sentences with multiple embedded clauses, all building toward the main verb at the end. Consider another sentence from the memorandum:

この条項の文言及び当事者の共通の意思 (PICC第4.1条1項)に照らすと、契約の目的は RedAid を通じて患者の安全を確保することであると解されるべきである。

This provision’s wording-and-parties’ common intention (PICC Article 4.1(1))-in light of-contract’s purpose-[topic marker]-RedAid-through-patient safety-[object marker]-ensuring-**be interpreted as-should**.

In light of the wording of this provision and the common intention of the parties (PICC Article 4.1(1)), the purpose of the contract should be interpreted as ensuring patient safety through RedAid.

This single Japanese sentence contains multiple embedded elements, such as “the wording of this provision” and “the common intention of the parties” – all building toward the final verb phrase 解されるべきである (*kaisareru beki de aru* “should be interpreted as”).

Third, Japanese makes extensive use of particles: short words that indicate the grammatical function of other words in the sentence. Particles such as は (*wa*, topic marker), が (*ga*, subject marker), を (*wo*, object marker), に (*ni*, indicating direction or indirect object), and で (*de*, indicating means or location) have no direct English equivalents. Managing particles, sentence structure, and verb placement while formulating legal arguments was cognitively demanding – and participants still had to navigate the Japanese system of honorific registers on top of these linguistic challenges.

3. Honorifics

Beyond the challenges of script and sentence structure, Japanese honorific language (*keigo*, 敬語), a complex system of linguistic registers that marks social relationships and relative status,⁶⁸ often proved too challenging for participants. Unlike English, where formality is primarily achieved through word choice and tone,

⁶⁸ For a concise scholarly introduction, see Shigeko Okamoto & Janet S Shibamoto-Smith, *The Social Life of the Japanese Language: Cultural Discourse and Situated Practice* (Cambridge: Cambridge University Press, 2016) at ch 3; see also 文化審議会 [Council for Cultural Affairs], “敬語の指針”

Japanese has distinct grammatical forms that are used to show respect to superiors, humility about oneself, or general politeness.

Improper use of honorifics could make participants sound like unprofessional students rather than competent lawyers.⁶⁹ The decision to use *keigo* was left up to the participants. Using *keigo* was arguably a matter of style rather than substance; its absence would not generally change the content of their legal arguments. The worst-case scenario for incorrect *keigo* usage was that grammatical errors might confuse the tribunal about the substance of the arguments – and embarrass (or infuriate) Alan, depending on the error's severity. Ultimately, *keigo* proved too difficult for most participants to master within the compressed preparation timeline.

Japanese honorific language comprises three traditional categories.⁷⁰ *Sonkeigo* (尊敬語, respectful language) elevates the actions of the person being spoken to or about. For example, the verb 言う (*iu* “to say”) becomes おっしゃる (*ossharu*) when referring to someone of higher status. *Kenjōgo* (謙譲語, humble language) lowers the speaker's own actions to show deference to others. The same verb 言う becomes 申し上げる (*mōshiageru*) when the speaker describes their own act of speaking to a superior. *Teineigo* (丁寧語, polite language) adds a general layer of politeness through the predicate です (*desu*) and the verb ending ます (*masu*), and is the baseline register for formal or professional speech.

The fundamental challenge with *keigo* is that it requires changing the verb itself, not merely adding polite words or phrases around it. To illustrate the practical difficulties, consider the verb 見る (*miru* “to see/to look at”). In *sonkeigo*, it becomes ご覧になる (*goran ni naru* “honourably look”) when referring to the tribunal examining documents. In *kenjōgo*, it becomes 拝見する (*haiken suru* “humbly look”) when describing the participant's own examination of documents. Each lexically substituted form requires different conjugation patterns. Using the wrong form – or mixing forms – produces grammatically incorrect speech likely to confuse the tribunal in a moot competition. For participants still struggling with basic legal terminology and sentence construction, consistently applying *keigo* verb conjugations in real-time oral advocacy proved largely impracticable.

In moot competitions, participants would ordinarily be expected to use honorifics appropriately across different contexts. When addressing the tribunal, the highest level of respect was required. Arbitrators were referred to as 仲裁人の皆様 (*chūsainin no minasama* “honoured arbitrators”) or simply 皆様 (*minasama* “honoured people”), using the respectful suffix 様 (*sama*). Perhaps counter-intuitively, when

[Guidelines for Honorific Language], <https://www.bunka.go.jp/seisaku/bunkashingikai/kokugo/hokoku/pdf/keigo_tosin.pdf> (2 February 2007) [Council for Cultural Affairs, “Honorific Language”].

⁶⁹ According to a Japanese government source, failure to use honorifics renders the person a failure as a responsible adult: Council for Cultural Affairs, “Honorific Language”, *supra* note 68 at 34 (“... 敬語を使うべき場面で敬語を使わないことは、社会人として、相手に礼を失するおそれがあることに留意すべきである。敬語の役割の一つには「社会人としての常識を持っている自分自身」を表現するという側面もある。” [“... one should bear in mind that failing to use honorific language in situations where it should be used risks showing a lack of courtesy to the other party as an adult member of society. Expressing ‘oneself as a person with the common sense of an adult member of society’ is a facet of honorific language.”]).

⁷⁰ The latest government guidance sub-divides two of the traditional three categories, but the original categories will suffice for present purposes; cf Council for Cultural Affairs, “Honorific Language”, *supra* note 68 at 64.

referring to teammates during oral submissions, it would be appropriate for speakers to drop even the basic suffix さん (*san*) – the standard polite honorific – as they would be referring to their “own” people, who would be in a humble position vis-à-vis the tribunal and therefore deserve no honorific at all. These nominal forms were relatively straightforward and most participants managed them correctly.

The verb forms, however, were a different matter. Most participants, recognising the difficulty, opted to use *teineigo* – the basic polite register using です/ます endings – throughout their submissions, rather than attempting the more complex *sonkeigo* and *kenjōgo* conjugations. This approach was linguistically “safe” in that it avoided egregious errors, but it also meant that the participants were not performing at the level of formality expected in a professional setting. Only a few students, including Kenshi, opted to use proper *keigo* during moots. Kenshi’s command of *keigo* improved significantly after taking LAJ3204 Business Japanese 2, an advanced NUS course offering instruction in the use of *keigo* in professional and business settings, and he was able to use *keigo* to some extent at Vis Japan 2025.

That said, the need to use *keigo* in the moot context proved less acute than anticipated: even native Japanese-speaking participants did not use *keigo* consistently.⁷¹ Apparently, the mental demands of legal advocacy were sufficient to trip up at least some Japanese undergraduates.

4. *Triangulating with Chinese*

Most NUS Law participants had learnt Mandarin Chinese as a second language, with a small minority speaking it as their first language. Their Chinese background helped them understand difficult Japanese *kanji* terms. The problem was pronunciation: they often had no idea how to say the words aloud.

The root of this problem lies in how *kanji* functions differently in Japanese and Chinese. Legal terms in Japanese are predominantly written in *kanji*, the logographic characters adopted from Chinese. For participants conversant in Chinese, this meant they could often infer the plain meaning of legal terms by recognising the characters. The *kanji* compound 契約解釈 (*keiyaku kaishaku* “contract interpretation”) uses characters that Chinese speakers would recognise as 契约解释 (*qìyuē jiěshì* in Mandarin),⁷² conveying essentially the same meaning. The more technical and *kanji*-dense the text – which was often the case when dealing with legal sources – the easier it became for participants to fall back on their Chinese language ability to understand the content.

The problem emerged when participants had to speak these terms aloud in oral submissions. While some Chinese characters do have two or more readings, the number of possible readings per character is far smaller than in Japanese, and the

⁷¹ Based on anecdotal observations of Japanese-language moots.

⁷² However, in Mainland China, the usual word for “contract” is not 契约, but rather 合同. Fortunately, this did not cause difficulties for participants with a Mainland Chinese background. Note also the minor differences between the Japanese simplified character 釈 and the Mandarin Chinese simplified character 释, which are both simplified – albeit differently – from the same traditional character 釋.

readings are generally more predictable from context,⁷³ each *kanji* in Japanese has multiple possible readings that cannot be reliably inferred from context alone. The various pronunciations of *kanji* are broadly classified into two categories: *kun-yomi* (訓読み, native Japanese readings associated with pre-existing Japanese words conventionally assigned to the *kanji* characters) and *on-yomi* (音読み, Sino-Japanese readings derived from approximations of historical Chinese pronunciation).⁷⁴ The *kanji* 生, for instance, can be pronounced as *shō*, *sei*, *i(kiru)*, *u(mareru)*, *u(mu)*, *nama*, *ha(eru)*, *o(u)*, *ki* or others depending on the word and context.⁷⁵ Legal terms typically use *on-yomi* readings, but multiple or even compound pronunciations (such as the so-called 重箱読み *jūbako-yomi* combining *kun-yomi* and *on-yomi* readings⁷⁶) are possible. There is no reliable way to deduce the correct pronunciation; the only solution is rote memorisation.

This created a recurring scenario that became almost comical in its frequency. A participant would encounter a *kanji* term in the moot problem or legal materials, understand its plain meaning, and then turn to Alan with a mournful expression, “I know what the word means but I don’t know how to pronounce it”.

The situation was further complicated by well-meaning attempts at cross-cultural assistance. Japanese students, acting on the assumption that *kanji* is difficult even for native-Japanese speakers, would try to help NUS participants by rewriting *kanji*-heavy text in *hiragana*. This backfired spectacularly. While the NUS participants could now pronounce the words (*hiragana* being purely phonetic), they had lost access to the semantic content that the *kanji* characters had provided. A term like 仲裁判断 (*chūsai handan* “arbitral award”) is rendered as ちゅうさいはんだん in *hiragana* – perfectly pronounceable but utterly unhelpful to someone relying on the *kanji* characters for meaning. As Karen lamented:

We politely asked the Japanese students to not write everything out in *hiragana* and to keep as much *kanji* as possible – because if they write in *kanji*, we can understand it even if we can’t pronounce the characters. But if they write everything in *hiragana* then we will **definitely not** be able to understand them.

Chinese literacy did, however, prove invaluable in certain contexts. During training sessions, if a Japanese judge or academic used a *kanji* term that participants did not recognise, Alan would simply provide the Chinese pronunciation of the

⁷³ For a list of Chinese characters with multiple pronunciations in Mandarin Chinese, see 好查字典 [Hao86 Dictionary], “汉语常见多音字大全” [Compendium of Common Chinese Polyphonic Characters], <<https://zidian.hao86.com/duoyinzi/>> (accessed 16 February 2026). Of these polyphonic characters, those in common use represent only a fraction of the thousands of Chinese characters in common use.

⁷⁴ See eg, Christopher Seely, *A History of Writing in Japan* (Leiden: EJ Brill, 1991) at 1, 189 and 191; Bjarke Frellesvig, *A History of the Japanese Language* (Cambridge: Cambridge University Press, 2011) at 263–264 and 275–282.

⁷⁵ 漢字辞典オンライン [Kanji Dictionary Online], “生”, <<https://kanji.jitenon.jp/kanji/043>> (accessed 24 June 2026).

⁷⁶ The very term *on-yomi* is an example of *jūbako-yomi*, as the *on* part is an *on-yomi* of the Sino-Japanese character 音 (specifically the 呉音 *go-on* variant; its *kun-yomi* is *oto*), whereas *yomi* is *kun-yomi* of the character 読 (which would have been *doku* in *on-yomi*). *ondoku* or *kundoku* are also used instead of *on-yomi* and *kun-yomi*.

characters, supplementing this with a description of which exact characters were used if necessary. Participants would usually immediately understand which *kanji* characters were being referenced and could grasp the term's meaning. When preparing for Vis Japan 2025, participants frequently used Chinese to precisely identify which *kanji* characters would be used in their legal arguments given that not all members might be familiar with the correct pronunciation of said *kanji* terms in Japanese. The result was a peculiar trilingual dynamic. During training sessions, Alan and the participants would fluidly switch between Chinese (for identifying *kanji* with precision), English (for discussing legal concepts and arguments), and Japanese (for practising actual submissions). For native Japanese speakers observing these sessions, the linguistic code-switching was bewildering. Here were students preparing for a Japanese-language moot by constantly lapsing into Chinese and English, yet somehow understanding each other and managing to produce coherent legal arguments in the end.

C. Legal Translation Challenges

Having established the linguistic obstacles the NUS participants faced, we now turn to the specific challenges of legal terminology and translation. Understanding these challenges requires some historical context. Many Japanese terms in the humanities and social sciences expressed in Chinese characters were not invented in the Qing Empire – which then ruled most of the territory of ancient and modern China. Rather, many such terms were first coined using *kanji* characters in Meiji-era Japan (1868–1912)⁷⁷ and were subsequently re-imported into China as loanwords by Chinese students studying in Japan.⁷⁸

The creation of new legal terms accompanied Japan's legal modernisation in the Meiji period. Japan's core legal codes – the Civil Code, Commercial Code, Code of Civil Procedure, and Criminal Code – were modelled primarily on German and French law.⁷⁹ Both Sophia INC and Vis Japan centred on such instruments: the UNIDROIT PICC, the CISG, and the UNCITRAL Arbitration Rules. Official or semi-official Japanese translations of these instruments and relevant legal materials, such as the PICC Official Commentary,⁸⁰ were readily available. In theory, so long as participants diligently consulted the official translations, they could be confident in the accuracy of the legal terminology applied, which would alleviate the burden

⁷⁷ Lydia H Liu, *Translingual Practice: Literature, National Culture, and Translated Modernity – China, 1900-1937* (Stanford: Stanford University Press, 1995) at 284–352 (listing examples).

⁷⁸ Caroline S Hau, “Becoming “Chinese”—But What “Chinese”?—in Southeast Asia” (2012) 10(26) *Asia-Pacific Journal: Japan Focus* no 2 at 9; Dan Fenno Henderson, “Japanese Influences on Communist Chinese Legal Language” in Jerome Alan Cohen, ed. *Contemporary Chinese Law: Research Problems and Perspectives* (Cambridge: Harvard University Press, 1970) at 158–167 (discussing efforts to translate legal texts from Japanese into Chinese). See also Alex Murphy, “Traveling Sages: Translation and Reform in Japan and China in the Late Nineteenth Century” (2010) 4(1) *Studies on Asia* 26 (on the influence of Japanese language on reformists in late Qing China).

⁷⁹ See eg, Wilhelm Röhl, ed. *History of Law in Japan since 1868* (Leiden: Brill, 2005) at 23–28, 145, 166, 178 and 182.

⁸⁰ UNIDROIT, *UNIDROIT 國際商事契約原則2016* [UNIDROIT Principles of International Commercial Contracts 2016] (Uchida Takashi *et al* trans, Tokyo: *Shōjihōmu*, 2020).

of legal translation for participants. In practice, the NUS Law participants did not do this consistently.

As for the moot problem texts, Sophia INC provided both Japanese and English versions for their respective divisions. This was particularly useful for the Japanese Division participants, who could rely on the source text rather than worrying about translation inconsistencies. For the Vis Japan problem, no Japanese translation was provided by the moot organisers or otherwise available, requiring participants to translate key facts themselves. However, this did not appear to pose significant difficulties for participants.

The most acute practical challenges in legal translation emerged in preparing written memoranda for Sophia INC. The intuitively straightforward approach was for participants to draft their memorandum in English, then translate the text into Japanese. The question was how to accomplish this translation efficiently and accurately. The organisers of Sophia INC considered the use of AI tools for competition preparation acceptable and took no measures to restrict their use. This attitude, which may have been prompted by the organisers' own practice of using AI tools in drafting the problem,⁸¹ was in any event unproblematic given the scoring rules. The memorandum constituted only 10% of the final score, whereas the remaining 90% turned entirely on oral submissions⁸² over the three-to-four-hour hearing. There is also no prize or any form of recognition for best memorandum.⁸³ AI tools were impractical for participants to use during the hearing, as such tools were far too slow for participants to consult while fielding tribunal questions or responding to opponents in real-time.⁸⁴

For the NUS Law participants, early attempts to leverage machine translation proved disastrous. For INC 2023, they first drafted the memorandum in English, and then used DeepL⁸⁵ to translate the memorandum from English to Japanese. The resulting document was largely unusable, as it was logically incoherent and contained numerous grammatical and expression errors. Translating the English

⁸¹ Intercollegiate Negotiation Competition Steering Committee, "The 22nd Intercollegiate Negotiation Problem (November 13 version): Final Version", <https://www.negocom.jp/pdf/upload/022/Problem_E_1113final.pdf> (13 November 2023) at 5 ("All memorandums of understanding (MOUs), contracts, etc. attached to this problem have been modified by the Steering Committee from draft contracts prepared by generative AI to include the minimum necessary content for the purpose of this problem and are not based on actual contracts used in the space business").

⁸² Intercollegiate Negotiation Competition Steering Committee, "Excerpt from the Judges' Handbook", <https://www.negocom.jp/pdf/upload/024/Excerpt_E_JudgesHandbook.pdf> (2025) at 23–24.

⁸³ The memoranda of the top scoring teams are sometimes made publicly accessible on the Sophia INC website, but given that the bulk of scoring does not come from the memorandum, it is not quite accurate to characterise, without further information, that the sample memoranda are among the "best". For sample memoranda from 2004 to 2023, see Intercollegiate Negotiation Competition Steering Committee, "参考資料・参考書籍" [Reference Materials and Books], <<https://www.negocom.jp/reference/>> (accessed 29 June 2026).

⁸⁴ Internet access was another factor given that many AI tools require this. Despite eduroam being theoretically available at the Sophia University campus where the competition was held, access was spotty. The fact that many of the classrooms used in the arbitration round were underground also impeded the use of tethering as a means of obtaining reliable Internet access.

⁸⁵ DeepL is a machine translation tool; English-Japanese translation was added in March 2020: DeepL, "DeepL Translator learns Japanese and Chinese", <<https://www.deepl.com/en/blog/20200319>> (19 March 2020).

language memorandum manually to Japanese proved equally challenging, with participants spending four to five hours translating a single paragraph. The INC 2023 memorandum was thus barely fit for purpose.

By INC 2024, participants' Japanese-language ability had improved to the extent that significant portions of the memorandum could be translated to Japanese from the original English memorandum without the assistance of AI tools. OpenAI's GPT-4o was used to fill gaps and assist with phrasing. This hybrid approach was faster and produced a document that was baseline functional. However, the process could not weed out typographical, stylistic, and grammatical errors entirely in large part due to human error. In one memorable instance, a participant's typographical error transformed the entire meaning of the argument. The memorandum meant to say that the tribunal's decision "is subject to UNCITRAL [Arbitration Rules]" using the verb 準拠する (*junkyo suru* "to be governed by/to comply with"). Instead, the participant accidentally typed the near-homophone 殉教する (*junkyō suru* "to martyr"), which conveyed the misleading impression that the parties had agreed to engage in "UNCITRAL martyrdom" or some form of religious sacrifice,⁸⁶ rather than simply complying with the UNCITRAL Arbitration Rules. That this and other less memorable errors did not make their way into the final submitted memorandum is to the credit of the Japanese academics⁸⁷ (and Alan) who assisted the team in proofreading their memorandum before submission.

By INC 2025, the translation process had become considerably more efficient. The team drafted a single English-language memorandum jointly authored by participants of both the English and Japanese Divisions. The Japanese Division participants then used a combination of manual translation and GPT-5 to convert this memorandum into Japanese in under a week before the submission deadline. More importantly, participants were now able to proofread their own work with minimal errors, catching mistakes that would have escaped their notice in previous years. The final Japanese memorandum represented the best submission across all three competitions – a product of both the participants' improved command of Japanese and significant improvements in GPT-5's ability to competently translate business and legal Japanese. While GPT-5 still made errors with phrasing and technical legal terms that needed manual correction, its performance was significantly stronger than AI tools previously used by the team, making it a useful translation aid.

V. ADAPTING LEGAL SKILLS

This Part examines how NUS Law participants adapted their legal training for Japanese-language mootng. Part V.A analyses how participants built on foundational skills from NUS Law's year-long legal writing course to accommodate their limited Japanese-language proficiency (Part V.A.1), and how they adapted common law reasoning approaches for civil-law-influenced legal codes (*eg*, PICC) and

⁸⁶ By the time this error was discovered in early November – days before the submission deadline – martyrdom was looking increasingly appealing for the coaches and some participants.

⁸⁷ Professor Itamochi Kengo and Associate Professor Kumashiro Takuma, both of Kobe University.

Japanese judges (Part V.A.2). Part V.B examines the cultural and social expectations involved in Japanese-language moot competitions.

A. *Building on the Basics*

NUS Law participants entered Japanese-language mooting with a significant advantage: their strong foundational skills in legal analysis and advocacy from LARC. This sub-Part first explains how core LARC skills – particularly oral advocacy and question answering skills – transferred effectively to Japanese-language mooting despite participants' linguistic limitations (Part V.A.1). It then examines how participants adapted their research and reasoning approaches to work with heavily civil-law-influenced instruments like the PICC, which required greater emphasis on statutory interpretation and academic commentary rather than case law (Part V.A.2).

1. *Back to Basics*

LARC⁸⁸ is a compulsory year-long course for all first-year NUS Law students. According to the course description:

The objective of this year-long course is to develop analytical skills, research skills and communication skills (written and oral) in first year students. In Semester 1, we focus on objective analysis and communication and also introduce students to basic research skills. In Semester 2, we focus on independent research and advocacy. Exercises and assignments will employ real-life tasks, like office memoranda, court pleadings and client meetings, as means for students to try out their legal skills. However, the primary focus will be on helping students to hone foundational legal skills that are transferable across subjects and contexts.⁸⁹

This foundational training proved invaluable for Japanese-language mooting. As Kenshi observed:

[P]ractical oral advocacy skills were the most transferrable, *eg*, active communication with the bench to explain to them our side of the story (not merely giving a speech but a narrative based on good case theory) and being receptive to their needs (*ie*, not leaving them behind trying to flip through the facts).

⁸⁸ Before 2014, this course was known as “Legal Writing, Analysis and Research” (LAWR): Carolyn Wee, Clement Lin & Lee Su-Lin, “Teaching of Legal Research at NUS Law School” (2018–2019) 47 Singapore Journal of Library and Information Management 82 at 86.

⁸⁹ NUS Law, “Course Listing: Legal Analysis, Research and Communication”, <<https://archive.ph/wip/bMcVj>> (4 July 2025).

The emphasis on treating oral advocacy as a dialogue with the tribunal rather than delivering a prepared speech proved particularly valuable. Kenshi observed stylistic differences between his approach and some Japanese opponents:

I [noticed that] some of my [Japanese opponents] either adopt an overly adversarial style, or a mechanistic/robotic style when mooting. However, I have always thought that all moots should be conversations with the judges – and every moot is different in that I have to adapt to the idiosyncrasies of different judges, though usually the differences are not very drastic. Hence, my legal argumentation and my style/stance have always been to pitch my case at an appropriate level, while trying to explain to the judges how I [arrived at my] conclusion. I think I have internalised this since Year 1 LARC.

Karen similarly found LARC training directly applicable:

For both [Sophia] INC and Vis Japan, almost everything in LARC applied. Most importantly, NUS' LARC module's emphasis on speed and adaptability (many deadlines, arguments constantly being improved) was very useful because I had to work very fast and be very adaptable.

The emphasis on assisting the tribunal when answering the tribunal's questions – rather than merely regurgitating pre-prepared answers – carried over effectively even when working in a non-native language. As Karen reflected:

When I was asked questions during Vis [Japan 2025], [even] though I was completely unprepared to answer them, I felt happier being asked questions and answering them rather than nervous. I also attempted to bring in the stuff they teach us [in LARC] when answering questions – not to repeat your answers, don't say too much when you have nothing to say, give a direct answer first, *etc.* Ultimately, it has been drilled into us that we are here to assist the tribunal and should only say as much as is reasonable to actually assist them.

Karen also discovered that her limited Japanese ability reinforced advocacy practices she had learnt in LARC:

For my Year 1 LARC moot, I unconsciously adopted a style where I took my judges through the reasoning step by step. I ran only one very simple argument and I relied only on one case. I adopted this style in English because it made the most sense and was persuasive, [and] I had no time to prepare. But I realised that I adopted this style in Japanese because it fit my limited language ability the best.

Notwithstanding this firm foundation, participants still encountered gaps in their preparation. INC 2023, as the first Japanese-language moot, revealed some basic uncertainties. The participants – and Alan – realised they did not know how to address the tribunal, or the equivalent of the opening phrase “may it please the court” for arbitrations conducted in Japanese. After consulting Japanese lawyers,

they discovered that simply beginning oral submissions with 仲裁人の皆様 (*chūsainin no minasama* “honoured arbitrators”) was sufficient.

More fundamentally, participants struggled with the cognitive load of converting legal reasoning into Japanese in real-time during oral advocacy. As Kenshi reflected on INC 2023:

[It] was full of such moments. Being my first ever overseas law competition held in Japanese, I felt helpless many times during the arbitration ... primarily held back by poor language ability and the lack of preparation (not that we did not prepare, but we did not really know *what* or *how* to prepare). Sometimes, I had rough ideas of what a passable answer would be, or I had some arguments written down in English in response to the judges’/opponents’ arguments, but I could not formulate them into Japanese in time while retaining the persuasive effect they had in English. Other times, I just did not know what to say, [or] how to elicit a desired response.

Despite these challenges, the foundation built by NUS Law participants through LARC conferred an advantage over some Japanese opponents. As Kenshi observed:

My experience in the three competitions has made me realise the importance of LARC, *ie*, legal research skills, memo-writing skills, and oral advocacy. Going through all three competitions made it much more obvious why legal education in NUS Law places emphasis on such skills and includes LARC as a Year One subject. I would argue that the skills learned there are necessary, because they constitute an essential foundation for law students to continue learning law, or practise law in competitions and in the future out in the real world. Such skills could be transferrable across different types of legal systems as well. I later learned that Japanese universities do not have a LARC-equivalent subject for students in their early university years. I felt that this difference gave us a stronger advantage in legal argumentation, even though we were weaker in the language.

2. *Adapting Common Law Legal Skills for a Civil Law Context*

The oral advocacy and legal argumentation skills developed through LARC, however, had to be deployed by NUS Law participants in a fundamentally different legal context. In a Japanese-language moot, the law students from Japanese universities serving as opponents, as well as the judges evaluating the competition, would be trained (with few exceptions) exclusively in Japan’s civil law system. Attempting to apply common law legal reasoning without some form of adaptation to a different legal tradition would have been ineffective and likely counterproductive.

Further, the Japanese-language moots required participants to work with international legal instruments with significant civil law influence, particularly the PICC (for Sophia INC) and CISG (for Vis Japan). This sub-Part focuses on Sophia INC because the written memoranda in Japanese enable us to analyse legal reasoning techniques in detail. The PICC has a code-like structure with systematic provisions requiring, at least at first glance, a different analytical approach than case-law-based

common law reasoning.⁹⁰ Despite coming from different legal traditions, NUS Law participants and their civil-law-trained Japanese opponents in Sophia INC produced memoranda using similar approaches and legal reasoning techniques.

Consider the following extracts from the INC 2025 Japanese Division memoranda written by the NUS Law participants (representing Blue) and their opponents from Tohoku University (representing Red):⁹¹

Overarching Argument	
NUS Law (Blue):	Tohoku University (Red):
Red has obligations under the RedAid Licence Agreement (the “Exhibit 9 Agreement”).	Red does not have such obligations under the Exhibit 9 Agreement, or such obligations have been fulfilled.
Excerpts from Blue’s Memorandum	Excerpts from Red’s Memorandum
(Heading)	(Heading)
レッドは、契約に基づき、RedAidを臨床使用に適した安全な状態に保つ義務を負う。 Red has an obligation to maintain RedAid in a safe condition suitable for clinical use.	RedAidの性能に関して両当事者の合意は存在しない There is no agreement between parties regarding RedAid’s performance.
別添9契約第1条には、“to ensure patient safety”...が契約の目的として明記されている。この条項の文言及び当事者の共通の意思(PICC第4.1条1項)に照らすと、契約の目的はRedAidを通じて患者の安全を確保することであると解されるべきである。 The purpose of the Exhibit 9 Agreement, as stated in Article 1, is to “ensure patient safety” ... The Parties’ common intention, in accordance with which the Agreement’s purpose must be interpreted (PICC Art 4.1(1)), is for RedAid to ensure patient safety.	契約は当事者と同種の合理的な者が同じ状況のもとでその契約に与えるであろう意味に従って解釈され(UPICC ⁹² 4.1条2項)、適用の判断にあたっては、UPICC4.3条の各号の事情が考慮される。 An agreement is interpreted according to the meaning that reasonable persons would give to it (UPICC Art 4.1(2)), and in deciding on its application the circumstances under UPICC Art 4.3 are taken into consideration.

⁹⁰ The fact that case law and precedent would not be quite as useful in the context of the PICC was certainly understood, and possibly even intended, by the Sophia INC organisers: 森下哲朗 [Morishita Tetsuo], “教育の場としての交渉コンペティション” [The Educational Effects of Intercollegiate Negotiation Competition] (2011) 75法社会学 [The Sociology of Law] 71 [Morishita, “Educational Effects of INC”] at 76–77 (revealing that the PICC was chosen over the CISG because the latter had too much literature and precedent for undergraduate students to handle, and noting that because there were few published awards applying the PICC, it is impossible for students to rely on precedent in the INC).

⁹¹ The NUS memoranda extracts here are from the submitted English and Japanese memoranda; the Tohoku memorandum is in Japanese and the English text is translated by Alan.

⁹² “UPICC” is the Tohoku team’s abbreviation for the PICC.

別添9契約第1条に定める義務は、当事者の共通の意思(PICC第4.1条1項)を踏まえ、特定の結果を達成する義務として解釈されるべきである(PICC第5.1.4条1項)。 The obligation in Article 1 must, in line with Parties’ common intentions (PICC Art 4.1(1)), be interpreted as imposing an obligation to achieve a specific result (PICC Art 5.1.4(1)).	別添9契約には、5条にアップデートの存在、6条に緊急パッチの存在が記載されている。また、契約に際して共有されたモデルカードには限界・失敗モードが記載されている(別添10) (UPICC4.3条c, d号)。 In the Exhibit 9 Agreement, the existence of updates and emergency patches are respectively mentioned in Articles 5 and 6. Also, the limitations and failure modes of RedAid are mentioned in the Model Card shared by Red during contractual negotiations (Exhibit 10) (UPICC Art 4.3 (c), (d)).
RedAidはネ国で開発され、同国には一定の技術的リスクを「許容」する文化が存在する(別添1)。しかし、契約はRedAidの使用場所をア国と定めており、同国では「国民にとっての安全性・信頼性」を最優先する(別添2)。 Although RedAid was developed in Negoland, which “tolerates” technological risk (Exhibit 1), the Agreement provides for its use in Arbitria, where the priority is “safety and reliability for the citizens” (Exhibit 2).	よって、当事者と同種の合理的な者の理解に基づき、別添9契約において、レッド社は、アップデート等を通じて診療補助の目的を達成するRedAidを提供する債務を負っていると解される(UPICC4.1条2項)。 Accordingly, from the perspective of a reasonable person in the same position as the parties, Red has an obligation under the Exhibit 9 Agreement to provide RedAid in a manner that achieves the purpose of clinical assistance, including through updates (UPICC Art 4.1(2)).
以上の契約上及び事実上の背景を踏まえると、レッドはブルーに対し、安全性が確保されたAI医療ツールを提供する契約上の義務を負っていたと言える。 Given the Agreement’s and the factual context, Red is contractually obliged to provide Blue with a safe AI tool.	2024年4月15日にRedAid v3.3.0を正式に配信し、循環器および呼吸器モジュールにおける識別閾値を最適化し、偽陰性リスクを低減する改良を導入した(F¶11)。[...] したがって、レッド社は診療補助の目的を達成するRedAidの提供をしており、債務を履行している。 On 15 April 2024, Red released RedAid v3.3.0, which introduced improvements that optimised the identification thresholds in the cardiovascular and respiratory modules, and reduced the risk of false negatives (Paragraph 11 of the Facts). [...] Therefore, Red is providing a RedAid that achieves the purpose of clinical support, and is fulfilling its obligation.

Both memoranda essentially follow the same structure: (1) identify the relevant PICC provisions; (2) analyse the language of the contract; and (3) apply the law to the facts. Steps 1 to 3 neatly correspond to the standard legal reasoning method known as 法的三段論法 (*hōteki sandan ronpō*) used in Japan comprising major premise (the legal rule), minor premise (the facts), and conclusion (application of law to facts).⁹³ When mapped onto the conventional Issue-Rule-Application-Conclusion (“IRAC”) formula employed in Anglophone law schools,⁹⁴ Step One corresponds to Rule, and Steps Two and Three to Application and Conclusion.

Sophia INC participants were expected to rely primarily on the PICC and its commentaries for the legal rules, and the facts and exhibits (including the text of the Agreement) included in the moot problem for the facts. References to case law or published arbitral awards as a source of legal rules were generally unnecessary⁹⁵ and sometimes unhelpful. As Kenshi observed:

As the Japanese judges wanted us to state the relevant law based on the statutory provisions (albeit still in the CRuPAC form we are familiar with) up front, it felt less relevant to give case law at the outset. Even in interpreting statutory provisions, *eg*, PICC, we used more academic commentary (Vogenauer) and the PICC Official Commentary than case law. In this regard, it also felt difficult to apply case law, because I was not as sure how much significance case law has for the judges and in turn, how I should then incorporate case decisions into my arguments.

Karen, by contrast, did not find that the legal reasoning and research process used for Sophia INC to be fundamentally different from LARC:

Unlike Kenshi, I did not find the research process very different, because when I used cases for LARC it was for the reasoning behind the proposition *etc.* ... [So] in that sense academic commentary explaining legal reasoning was actually better since I didn't have to infer the reasoning from the cases. I did not adapt my approach inasmuch as I tried to adopt the same approach as I would have in English. While I understand that we were told that the Japanese judges would need to see the black letter law *etc*, ultimately the rationale behind having authority (black letter law or case law) is the same, [and I] did not really see this as a big difference.

These observations do not by themselves support broad conclusions about civil law versus common law legal reasoning, nor that common-law-trained students face no obstacles when working with civil law systems generally. However, at least in the specific context of the Sophia INC competition, NUS Law participants' common

⁹³ 得津晶 [Tokutsu Akira], “法科大学院の教室における2つの法的三段論法 [The Two “*Hōteki Sandan Ronpō*” in the JD Programme Classroom]” (2023) 11東北ローレビュー [Tohoku Law Review] 2 at 3.

⁹⁴ A variation of IRAC known as CRuPAC – Conclusion, Rule, Proof, Application, Conclusion – is adopted at NUS Law.

⁹⁵ Morishita, “Educational Effects of INC”, *supra* note 90 at 76–77.

law background did not present a significant barrier to producing competent legal memoranda. The competition's focus on the PICC – an international instrument with official commentaries and academic literature in English – likely facilitated this outcome.

Had the competition required mastery of Japanese domestic law, the challenges would likely have been far more substantial. The availability of authoritative English- and Japanese-language materials on the PICC, combined with the instrument's structure as a systematic code designed for international application, created conditions under which the NUS Law participants were able to apply their common-law-influenced legal analysis skills with minor modifications to a civil-law-oriented context.

B. *Cultural and Social Expectations*

Beyond language and legal reasoning, NUS Law participants expected to encounter significant cultural differences in how Japanese legal advocacy worked. What they found instead was surprising: many core principles emphasised in LARC (*eg*, strong case theory, commercially sensible arguments) translated directly to the Japanese-language moot context. The differences that did exist were more about format and delivery.

1. *Question Format*

The most noticeable difference was in question format. Japanese judges usually saved all their questions until after each oralist had finished their main submissions, rather than interrupting throughout. This pattern held across both Sophia INC and Vis Japan, though some judges did depart from this approach. As Kenshi observed:

The judges were less likely to interject with questions during our main submissions, allowing us to prepare a good, well-considered script – we learnt to take advantage of this. Conversely, in English advocacy, it was more common to prepare skeletal arguments for oral submissions, in order to adapt on the spot to the judges' questions. This was a great benefit to us non-native Japanese speakers, because it meant that we did not have to think on the spot and come up with answers in Japanese while in the midst of our main submissions.

This format proved helpful for NUS Law participants. They could prepare polished scripts and translate them carefully ahead of time, rather than having to formulate responses in Japanese on the spot. The format difference required adaptation in preparation method, but not in substantive advocacy approach.

2. *Case Theory*

Japanese legal practitioners, like their Singapore counterparts, valued strong case theory built on facts and grounded in commercial reality. Kenshi observed that:

Judges were also more receptive to big picture arguments that focused on heavy evaluation of the facts – in fact, this was raised as an important aspect of oral advocacy by one of the Japanese judges in Vis Japan 2025, *ie*, coming up with a convincing case theory and a story that strung the facts together logically. ... I quickly realised (especially for Vis Japan 2025) that the judges were not as concerned about the details of the law (as long as it is not in huge controversy) as opposed to the facts. Nonetheless, good legal research creates the foundation for convincing case theories and arguments.

In Karen's own words:

All three competitions made me realise that the most important part of any legal argument is making sense, being simple, and being practical ... I've also been forced to deal with commercially sensible arguments rather than legally strong arguments, which helped shape my perspective when it comes to moots.

The emphasis on practical, commercially sensible arguments with a strong overarching narrative aligned with what participants had learned in LARC and observed in Singapore legal practice. This reinforced a broader lesson: Japanese-language moots, despite the linguistic challenges, remained fundamentally tests of legal ability rather than language ability. As Kenshi noted:

Japanese-language moots are not tests of your Japanese-language proficiency. Instead, like other moots, they are still tests of legal research and argumentation. Hence, these moots are not insurmountable challenges if one spends time focusing on the logic, reasoning, and story (case theory) behind one's legal arguments. In this regard, one should not worry too much about vocabulary, grammar, and expression.

In short, the core legal skills taught at NUS Law – particularly case theory and factual narrative – proved applicable to Japanese moot competitions.

3. *Advocacy Style*

As Kenshi observed, it made more sense for the NUS Law participants to eschew a more aggressive mootting style in favour of a more “friendly” approach:

I realise that projecting oneself as a helpful advocate that stood for a relatively reasonable position worked better than if one came across as adversarial and aggressive. During Round A [the arbitration round] of INC 2024, our opponents ... were extremely aggressive. In contrast, we took a more friendly stance, trying to explain the facts as opposed to fiercely putting forth our arguments. I felt that the judges were not as receptive to the opponents' arguments put forth in such a harsh manner.

While an aggressive style could sometimes work for English-language moots, taking a more measured and reasonable approach in oral advocacy proved effective in the Japanese context. The language barrier reinforced this strategy: without native fluency, participants simply could not execute intricate legal arguments or aggressive rebuttals. Focusing on straightforward and properly signposted arguments proved to be the more viable strategy. Prior and comprehensive preparation of scripts, and pre-prepared answers to common questions, were also critical. As Kenshi noted:

Proficiency in the language affects clarity and understandability of one's oral delivery during the moot. However, this can be prepared for – *ie*, well-drafted scripts with clear signposting to guide listeners, thorough question banks, and a good amount of benching/feedback sessions with Japanese speakers to iron out issues with expressions. One should expect to put in double the usual effort as compared to English-language moots.

Speaking in a non-native language also required a level of gumption not always necessary in English-language moots. As Karen humorously observed:

This experience has plugged the practical/soft skill gap by forcing me to try to engage with a tribunal in a language I am not good at. It requires some sort of misplaced confidence and attempts to charm them despite sounding like a child.

The challenge was performing familiar advocacy skills in an unfamiliar language, not learning an entirely different approach to legal argumentation. What participants had learnt in their NUS Law legal skills education about case theory, legal reasoning, and oral advocacy remained relevant; they simply had to deliver it in Japanese.

VI. CONCLUSION

This article has examined Japanese-language mooting as a site for multilingual legal education in Singapore through the experiences of NUS Law coaches and students from 2023 to 2025. Our account demonstrates that while Japanese-language mooting presents significant linguistic challenges, these obstacles proved at least partially surmountable with adequate preparation and intelligent use of AI translation tools. Despite competing against civil-law-trained opponents before civil-law-trained judges, we found that the core legal skills emphasised in NUS Law's LARC course were generally applicable to Japanese-language moot competitions.

We close with a reflection that may also serve as a recommendation. Our students' Japanese was, by any objective measure, simply not good enough to compete against Japanese law students with native-level fluency. Yet they competed credibly – not because they were intellectually exceptional or because they had mastered the applicable foreign law, but because they were resourceful. They scripted their submissions meticulously and prepared detailed question banks – written answers to questions they anticipated the tribunal might ask, translated and rehearsed in

advance – so that they would not have to formulate detailed responses in Japanese from scratch on the spot. They devised workarounds that native Japanese speakers would have had no reason to think of, such as using Chinese to decode *kanji* they could not pronounce in Japanese. They learned to interrogate and correct AI translation output rather than accept it uncritically. The dramatic improvements in AI tools from 2023 to 2025 transformed this aspect of preparation from highly challenging to the still, but merely, difficult.

Most importantly, they fell back on what their legal skills training had taught them: build a persuasive story for your client, and communicate it simply to the tribunal. At the same time, our students gained something their own training could not have given them: the experience of presenting to a tribunal and competing against opponents who did not share their common law background. That experience required them to step outside their own legal tradition and persuade lawyers who did not approach the law the way they themselves had been taught to. Our experience suggests that adaptability and resourcefulness may ultimately be among the most transferable skills that legal education can cultivate.

This article has focused on one side of the multilingual legal advocacy challenge: English-speaking students competing in Japanese. Avenues for future research include conducting a qualitative study of both Japanese students competing in English and English-speaking students competing in Japanese at competitions like Sophia INC. This bidirectional comparative research would involve interviews and focus groups with participants from both divisions, as well as participant observation of practice sessions and competition rounds, and document analysis of materials – including drafts and AI prompts – prepared by students. This would also enable researchers to understand how students use AI tools when crafting arguments in non-native languages, and where AI tools might prove most effective.

As for the results of our collective work by participants past and present – as well as the many lawyers,⁹⁶ academics,⁹⁷ and judges⁹⁸ who have supported us – let the facts speak for themselves. At INC 2023, NUS Law finished sixth overall.⁹⁹ At INC 2024, NUS Law ranked third overall, the English Division groups finished second in their division, and the Japanese Division group did not place.¹⁰⁰

⁹⁶ *Inter alia*, Walter Yong, Lee Shao Xun, Leo Lin, Jason Cheung, Delphine Ho, and lawyers from Gateway Law Corporation, Nagashima Ohno & Tsunematsu (Singapore Office), Focus Law Asia, and Providence Law Asia.

⁹⁷ *Inter alia*, Associate Professor Eleanor Wong (NUS Law), Professor Joel Lee (NUS Law), Professor Luke Nottage (University of Sydney, currently also of the University of Tokyo), Professor Hirano Haruo (then of the University of Tokyo), Professor Carol Lawson (University of Tokyo), Professor Morishita Tetsuo (Sophia University), Professor Itamochi Kengo (Kobe University, from October 2026 of Keio University), Professor Yamada Toshiko (Kwansei Gakuin University), Associate Professor Kumashiro Takuma (Kobe University), and Associate Professor Teramura Nobumichi (currently of Keio University, then of Universiti Brunei Darussalam).

⁹⁸ Okubo Hiroki (then Judge at the Tokyo District Court).

⁹⁹ Intercollegiate Negotiation Competition Steering Committee, “The 22nd Competition (2023): Results”, <https://www.negocom.jp/eng/comp_old/result.php?tno=22> (2023).

¹⁰⁰ Intercollegiate Negotiation Competition Steering Committee, “Intercollegiate Negotiation Competition Newsletter Vol 23, No 5 (2024)”, <<https://www.negocom.jp/pdf/upload/023/NL5.pdf>> (19 November 2024) at 1–2.

In 2025, NUS Law's inaugural Japanese Division team were champions for the 18th edition of Vis Japan.¹⁰¹ At INC 2025, the NUS Law team finished fifth overall, and the English Division group finished third in their division.¹⁰² The Japanese Division group received the Herbert Smith Freehills Kramer Award for the highest score in the arbitration round amongst all 22 teams competing in Japanese, including the University of Tokyo and Kyoto University.¹⁰³ NUS Law is the second non-Japanese team to achieve this feat,¹⁰⁴ the first to do so with only non-native Japanese speakers and, of course, the first in Singapore.

¹⁰¹ NUS Law, "Moot Accomplishments 2025", *supra* note 64.

¹⁰² INC Steering Committee, "INC Newsletter Vol 24 No 5", *supra* note 42 at 1–2.

¹⁰³ *Ibid* at 2.

¹⁰⁴ Team Australia (then comprising 21 students from nine Australian universities) won the Herbert Smith Freehills Award in 2018: Australian Disputes Centre, "Benchmark Victory for Team Australia in International Arbitration Competition", <<https://perma.cc/W8G7-TVY5>> (2018).