

Bestué, Carmen (2013). *Los contratos traducidos. La traducción de los contratos de licencia de uso de programas de ordenador*. Valencia: Tirant lo Blanch, pp. 263, 29.00 € (e-book 18 €). ISBN 978-84-9053-042-9.

Legal Translation is a consolidated discipline, both as a field of study and as a professional practice, and yet it is subject to a sustained (if not quick) evolution in our increasingly globalised world. This book addresses the fact that, in the Internet era and already into its second stage—the mobile revolution—, there is an unprecedented number of binding contracts that individuals enter into by the sheer fact of installing computer software or cellphone apps. Far from being traditional ‘sales agreements,’ the multiplicity of uses that software products enable and the simple fact of being possibly copied with no effort make of these ubiquitous, often disregarded multilingual objects novel legal instruments worth studying from the standpoint of their translation.

The topic is pressing, evolving and critical, and the ‘click-through’ nature of these agreements deserves complex considerations. Bestué’s proposal, however, wisely starts from the basics: several chapters in the book are in themselves concise, yet immensely informative treatises on the field of Legal Translation. Chapter 1, for example, succinctly and incisively analyses a matter that typically constitutes the foundation of any approach to legal translation between English and Spanish: a comparative study of both legal systems and, most specifically, of the structural and notional differences between contracts and agreements in the American, British and Spanish traditions. In that sense, the author proposes a very instructive breakdown and comparison of the different sections and notions that are constitutive to traditional contracts, from the different way by which parties may enter into a contract to its termination clauses. This is, perhaps together with the discussion in chapter 5 about different genre in legal translation and the diverse epistemological approaches to the discipline, the clearest example of how this book could be used rather suitably as support reading for any introductory course in Legal Translation between language pairs of both legal traditions, Civil Law and Common Law.

This general, comparative strategy aptly steers towards the particular by contrasting the legal frameworks in which computer software licenses are generated, translated and used. The book explores in depth the lack of conceptual fit beyond a sheer terminological layer of correspondence, exploring notions that are not completely or legally equivalent such as ‘copyright’ and ‘*derechos de autor*,’ ‘license agreement’ and ‘*licencia de uso*,’ or ‘software’ and ‘*programa de ordenador*.’

The author combines a descriptive approach based on the study of actual documents (either as source texts, specifically translated versions, or one-size fits-all multilingual texts typically inspired by the English model) with a critical discussion based on the author's extensive knowledge of several legal systems and traditions: it must be noted that the author is not just a Translation scholar and instructor, but also a lawyer specialising in comparative law. This methodological strategy guides the reader through the understanding of the current, most extended practices, and also the underlying rationale for existing (fortunate or ill-fated) terminological and conceptual choices. Finally, the author also ventures into proposing renditions that could better serve the legal robustness and conceptual appropriateness of translated computer software licenses.

This three-legged strategy (descriptive, critical and proactive) allows the author to create an inroad into more complex matters, analysing a corpus of specific translated contracts and models in several languages, and reflecting on issues of a higher order, such as the way in which language and law are intrinsically related, and how the translation of legal language entails an effort and an imperative need to adjust legal *weltanschauungen* that are not necessarily compatible in a seamless way.

An additional chapter on translation techniques manages to weave the strong theoretical, juridical and terminological basis of this book with specific, hands-on examples that will help practitioners, students and instructors alike to better understand strategies and solutions applied to the translation of such materials. The book concludes with an exhaustive, critical analysis of the translated user-end agreement of the software that most likely will allow the reading of this very book review (a well-known .pdf format file reader), thus contributing to a well-rounded, erudite and relevant study on the translation of agreements and contracts in general, and on the translation of software-related legal texts in particular.

Josep Dávila-Montes
The University of Texas at Brownsville
jose.davila@utb.edu