

# Trabajo Fin de Grado

## Examining Legal Translation: Lady Diana's Will from English to Spanish

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**ABSTRACT:**

This dissertation focuses on the translation of a will from English into Spanish, followed by a detailed analysis of the problems encountered in translating it and strategies for overcoming them. A will is a legal and technical document that presents unique challenges due to its specialised language, formal structure and cultural context. English legal terms do not always have exact equivalents in Spanish, which forces translators to find terms that are understandable and accurate in the Spanish legal context. Another important issue is the syntax and structure of the document. English wills tend to have a very formal and archaic wording with long and complicated sentences. Translators must strike a balance between remaining faithful to the original text and making the document understandable to Spanish-speaking readers. This often involves restructuring sentences and using clearer, more direct language. Finally, the analysis of translation problems and strategies highlights not only the complexity of the process of translating legal documents, but also the importance of accuracy and clarity in legal translations.

**Keywords:** translation, will, translation problems, translation strategies, legal document, formal structure.

**RESUMEN:**

Este trabajo final de grado (TFG) se centra en la traducción de un testamento del inglés al español, seguido de un análisis detallado de los problemas que han surgido a la hora de traducirlo y de las estrategias para superarlos. Un testamento es un documento legal y técnico que presenta desafíos únicos debido a su lenguaje especializado, estructura formal y contexto cultural. Los

términos legales en inglés no siempre tienen equivalentes exactos en español, lo que obliga a los traductores a buscar términos que sean comprensibles y precisos en el contexto legal español. Otra cuestión importante es la sintaxis y estructura del documento. Los testamentos en inglés suelen tener una redacción muy formal y arcaica con frases largas y complicadas. Los traductores deben lograr un equilibrio entre permanecer fieles al texto original y hacer que el documento sea comprensible para los lectores de habla hispana. Esto suele implicar reestructurar oraciones y utilizar un lenguaje más claro y directo. Finalmente, el análisis de los problemas y estrategias de traducción resalta no sólo la complejidad del proceso de traducción de documentos legales, sino también la importancia de la precisión y claridad en las traducciones legales.

**Palabras clave:** traducción, testamento, problemas de traducción, estrategias de traducción, documento legal, estructura formal.

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## **1. INTRODUCTION**

According to Albi (2000), the translation of legal texts, especially testamentary documents, carries a unique set of challenges and responsibilities due to the precision and accuracy required to maintain the original meaning and intent of the author. This dissertation sets out to undertake the translation of an exemplary legal document, the Last Will and Testament of Diana of Wales, also known as Lady Di. She was the first wife of the, then, Prince of Wales, now King Charles III. Throughout her marriage, the Princess fulfilled numerous royal responsibilities. Emphasizing the significance of family, she bore two sons, Prince William and Prince Henry (Harry). Even following her divorce from The Prince of Wales, she retained her status as a member of the Royal Family. Although the Princess was famous for her fashion sense and her connections to the fashion industry, where she supported and boosted the visibility of up-and-coming British designers, she was most recognised for her charitable activities ("Diana, Princess of Wales," n.d.).

Thus, this document, beyond its historical and cultural relevance, has a legal nature that demands a meticulous and faithful interpretation of the original text. The translation of a will involves the transposition of specific legal terms and clauses while preserving the coherence and cohesion of the document in the Target Language (TL). Therefore, this research will not only address the linguistic and technical aspects of translation but also explore the legal and cultural context surrounding the original text. Through a thorough analysis and careful application of translation techniques, it will seek to provide an accurate and comprehensible version of Lady Di's will in the TL. The analysis will focus on identifying and breaking down the difficulties inherent in the translation of wills, such as legal terminology, complex grammatical structures and cultural differences that can affect the

interpretation of the document. I will also examine the strategies and techniques that translators can employ to overcome these obstacles, ensuring that the Target Text (TT) maintains the accuracy and intent of the Source Text (ST).

Albi (2000) states that these kinds of documents are usually drafted by legal professionals. As a result, they often contain a large number of legal concepts that are not used in everyday life and are foreign to most lay translators in this field. The importance of properly translating these concepts, and not just the words of the text, is fundamental, as they have legal effects for the parties that the translator must know how to reflect.

## **2. JUSTIFICATION OF THE TEXT**

The aim of this work is the translation of a legal text from English into Spanish. Within the field of translation, there are a variety of text types, from literary and audiovisual texts to journalistic and legal texts (Albi, 2000). The translation of journalistic and legal texts is, probably, one of the most complex areas as it requires a high level of knowledge of specific vocabulary used only in this field and it is characterised by a very high style.

Translating Lady Di's Testament will not only allow me to explore technical and linguistic aspects of translation but will also allow me to gain a deeper understanding of the legal and cultural context surrounding this document. Through this project, I aim to enhance my translation skills and additionally my understanding of language and the importance of cultural accuracy in the translation process.

Moreover, this is a text written in English that has not been translated into Spanish, and, therefore, new information about its content can be provided. To do so, I will make use of the translation strategies learnt in the English Studies degree, in particular, in the subject of Translation of Legal

Texts. The testament is 2192 words long, and for that, it will be translated in its entirety.

### **3. FEATURES OF A LEGAL TEXT**

According to Albi (2000), English legal texts have a unique and restricted vocabulary, as well as distinct morphosyntactic and textual features that set them apart from other types of texts. They are formal and traditional, and they serve as official representations of the authorities who produce them. Another characteristic is impersonality, legal texts are objective texts and give the reader a sense of distance. Personal pronouns are avoided, although in the case of a will, they are necessary, as it is a first-person text.

Legal English is characterised by stylistic features such as consistent capitalization, font style and font size within the same type of legal documents. Expressions often feature capitalised letters, primarily to personify or dignify certain lexical elements. Additionally, Legal English is marked by initial capitalization in key words within English legal documents (Feng, 2012). We also find that punctuation in legal texts is much lower than in general texts (Albi, 2000).

According to Safari (2015), translating legal documents can be more challenging compared to other technical translations due to the specific and country-dependent nature of legal terminology. Unlike scientific or other technical terms, legal terms vary from one country to another based on their respective legal systems, making them distinct even within the same language.

Often, translators are constrained to finding a functional substitute for a word or phrase, or providing explanatory notes, as achieving an exact translation is frequently unattainable (Safari, 2015). This difficulty is due to the internal differences between languages, which include not only

grammatical structure and vocabulary, but also cultural and contextual connotations. For example, a legal term in one language may not have a direct equivalent in another, forcing the translator to find a solution that maintains the original meaning and intent of the text. In addition, cultural particularities may make certain concepts difficult to translate in a way that is fully understood by the target audience without further explanation. Therefore, the translator not only has to convert words from one language to another, but also mediate between two cultures to ensure that the message is communicated accurately and clearly.

### **3.1 Lexical aspects:**

As we can see in Veretina's (2012) research, the language of inheritance law is the language used in wills, a mixture of French, the language of heirs to land in England and the Latin of Roman law. The evolving perspective on legal English vocabulary includes outdated, technical, and foreign terms, along with paired expressions. Nevertheless, some of these are deemed superfluous. It is contended that word selection significantly contributes to the ultimate aim of conducting legal writing in Plain English. The preference is to steer clear of intricate, technical, foreign, redundant, uncommon, or specialised language.

Also, Feng (2012) states that it is important the use of archaic language, which predominantly involves the recurrent employment of old terms, including both Old English and Middle English vocabulary, within this highly structured written form of communication. This attribute essentially reflects the conservative, dignified, systematic, authoritative, and inflexible nature of legal English. Within this realm, a significant array of Old and Middle English lexicon and their connotations are preserved, many of which have fallen out of use in contemporary English. Particularly prominent in legal English are compound adverbs like "whereby,"

"thereafter," "hereby," "henceforth," and "hereto," which are constructed from an adverbial element paired with a preposition-like term.

English has borrowed a multitude of morphemes and terms from Latin and French. Legal English clings to classical rules, so there has not been much variation and the language has evolved less and more slowly (Albi, 2000). Hiltunen (1999, p.149) notes that “Archaic words are being used less frequently than other terms, so they became rather obscure in the course of time” for example, the adverb: hereinafter.

Additionally, the influence of Anglo-Saxon on modern Legal English is evident not only in its vocabulary but also in the use of alliteration, as seen in phrases like "rest, residue and remainder," "any and all," and "each and every” (Verentina,2012). Alliteration, defined in the Cambridge Dictionary (n.d.) as the repetition of similar sounds at the beginning of adjacent or closely connected words, serves a dual purpose. While it adds a poetic quality to language, it also aids in the memorization of terms, particularly in societies where literacy rates are low (Giannoni, 2010). An enduring example of alliteration in legal language is found in the phrase *to have and to hold*, “phrase used in certain marriage services” (Collins Dictionary, n.d.).

According to Haigh (2004), the use of synonyms is also common. This abundance is due to French and Latin influence. In legal English, a notable characteristic is the accumulation of synonyms within idiomatic expressions, even when one word would suffice. Commonly observed are pairs or strings of synonyms, known as doublets and triplets, with binomials being the most prevalent. According to Garner (1989), binomials typically comprise two lexical units (such as nouns, adjectives, adverbs, or prepositions) joined by a conjunction like "and" (e.g., "act and deed," "custom and usage," "leave and licence," "legal and valid," "object and purpose," "over and above," "pains

and penalties"). Given that these pairs have the same conceptual meaning, one of the words is redundant and adds little to the overall meaning.

Repetition of words is present in legal English (Verentina, 2012), the lack of anaphoric reference leads to word repetition. Despite the common use of anaphora in other linguistic registers through personal pronouns, demonstrative adjectives, and demonstrative pronouns, legal English tends to avoid it. Instead of employing pronouns, nouns are reiterated, as it is not always evident which word a pronoun refers to in the text, a situation that legal writing cannot tolerate due to its demand for clarity. Hence, repetition is employed to avoid ambiguity.

### **3.2 Morphosyntactic aspects:**

According to Albi (2000), syntax stands out as the most defining feature of English legal language and is the primary source of comprehension challenges. They are long sentences, with no usual order in other registers of the language and with special verbal and prepositional constructions (Bathia, 1993). Then, some of the most characteristic syntactic features of English legal language are the following:

Albi (2000) states that legal texts exhibit a higher frequency of nominalizations than usual, with a marked preference for post-modification in noun groups. A significant portion of legal discourse is organised into noun groups that can become extremely long and complex, contrasting with the scarcity and limitation of verbal groups.

Also worth mentioning is the frequency of passive construction. The objectivity and impartiality of the stated content are conveyed and specified in legal English through the use of passive voice, aiming to express the relevant matters (Li, 2019). However, these passive constructions are not

always transformable into active forms, as the agent of the action is often indeterminable (Albi, 2000).

Another characteristic, according to Hiltunen (1999), is the use of archaisms formed with suffixed prepositions such as “hereto” or “thereon”. They are used to give the text a more formal style. For example, the term “Hereby” is used in all legal texts as a meaningless filler. In the phrase “I hereby declare”, it is the same as “I declare” (Albi, 2000).

Nominalization involves using nouns derived from verbs instead of the verbs themselves. For instance, "to give consideration" is used instead of "to consider," and "to be in contravention" is preferred over "to contravene" (Verentina, 2012). This morphological process extends the text and makes it less dynamic, yet it is challenging to eliminate because of its established usage (Bathia, 1993).

The impersonal style in legal writing minimises the agent's identity while emphasising the action, a strategy that can hinder comprehension. Passive voice and the peculiar use of pronouns are common in this style. While passive voice is inherent in legal language, its overuse can obscure meaning. Legal drafters are encouraged to convert passive constructions into active ones, except when the doer of the action is unknown or intentionally omitted. Pronouns are often omitted to achieve objectivity, such as the omission of first and second-person singular pronouns. Instead, the third-person singular and plural are predominantly used to create an impression of impartiality (Verentina, 2012).

#### **4. TRANSLATION PROBLEMS**

One of the foremost challenges in translating legal texts arises from the distinctive characteristics of documents originating in legal systems that vary significantly from one another. This section presents a compendium of the

most notable translation issues of a terminological and phraseological nature lacking direct equivalents in Spanish, along with the corresponding resolutions reached.

#### **4.1. Lexical aspects**

Lexical issues range from the appropriate selection of terms to the consideration of cultural contexts and connotations inherent in each word. In this section, we will explore lexical challenges faced in this translation, such as untranslatable words, false friends, and regional variations in vocabulary, highlighting the importance of accurate and contextual interpretation in order to achieve an effective translation that is faithful to the original meaning.

##### **4.1.1 False friends**

In all English texts, we encounter false friends, often resembling Spanish words. According to the Cambridge Dictionary (n.d.), it is “a word that is often confused with a word in another language with a different meaning because the two words look or sound similar.” Some examples found in this testament are the following:

<b>English Term</b>	<b>Mistranslation</b>	<b>Correct translation</b>
Act	Acto	Ley
Appoint	Apuntar	Nombrar
Estate	Estado	Patrimonio
Executor	Ejecutor	Albacea
Section	Sección	Artículo

### 4.1.2 Anthroponyms and toponyms

Anthroponyms denote proper names designating persons. As a general rule, the proper name must be transcribed, i.e. rendered in the TL in a form identical to that of the ST (Ortíz, 2019). In the geopolitical field, transcription is preferred for translating proper names, although there are some exceptions, such as the names of royalty, which may remain unchanged. In the UK, there is a trend towards transcribing some proper names, and it is increasingly common to refer to Prince William as *William*. Therefore, as this is a will and to avoid confusion, my decision has been to transcribe the proper names as they are in the TL, translating only the nobiliary title.

-DIANA PRINCESS OF WALES: *DIANA PRINCESA DE GALES*

-PRINCE WILLIAM: *PRÍNCIPE WILLIAM*

-PRINCE HENRY: *PRÍNCIPE HENRY*

According to the United Nations Group of Experts on Geographical Names (2006), toponyms are defined as proper names used to designate places on Earth. Some toponyms present difficulties in translation due to specific connotations, historical changes in their names or their novelty. Some place names, especially endotoponyms (proper names written in the local language), tend to remain untranslated. However, exotoponyms (names used in a different language) are often translated or adapted to the language in which they are being used (Ortíz, 2019). The word *isle* means “isla” in Spanish. When found in a place name such as *Isle of Seil*, it refers to a specific island and is generally not translated into English. However, if one wanted to translate it for some reason, one could use “isla” in Spanish instead of *isle*, although this would change the name of the original place. Therefore, the translation of *isle* in a place name would depend on the context and

established conventions. In this case, I have decided to keep it in its original form.

- Kensington palace London: Kensington palace London
- Isle of Seil Oban: *Isle de Seil Oban*
- St. James Palace London: *St. James Palace London*

#### **4.1.3. Terms *Trust* and *Executor***

According to García Pérez (2016), the term *Trust* embodies a concept ubiquitous worldwide with ancient roots in Roman law. It facilitates the segregation of assets, cash flows, enterprises, rights, etc., into a distinct and separate estate for various purposes. While there is no exact counterpart in Spanish, it is commonly rendered as "fideicomiso" or "consorcio," as they represent the nearest terms to this concept, albeit with some distinctions. This term lacks an equivalent in Spanish due to the absence of the associated concept in the legal framework of the target culture. As Alcaraz noted, "it has become a "necessary" loan term" (1994: 89).

A notable difficulty in translating the term *Executor* from English to Spanish stems from the absence of an exact equivalent in the Spanish legal system. While in English, an *executor* is a person designated in a will to administer and distribute a deceased person's assets in accordance with their wishes as expressed in the will (Cambridge Dictionary, n.d.), in Spanish, *executor* is commonly translated as "albacea," defined by the Real Academia Española (RAE) as "persona encargada por el testador o por el juez de cumplir la última voluntad del finado, custodiando sus bienes y dándoles el destino que corresponde según la herencia". However, this translation fails to fully capture the meaning and function of an *executor* in the English legal context.

#### **4.1.4. Schedule**

The translation of this term has posed a problem, as in the context in which it is found, the usual translations such as “horario”, “plan” or “cláusula” do not fit. In the end, I have opted for “Apéndice”, as it is a section that accompanies the above text.

#### **4.1.5. Coherence and cohesion**

Coherence and cohesion issues may arise in translations, complicating the document's comprehension. In certain sections, the translated text deviates from a coherent structure with the original English, potentially causing confusion for the reader. This underscores the necessity of considering the legal and cultural contexts when translating legal terms between languages, particularly between English and Spanish-speaking countries.

### **4.2. Morphosyntactic aspects**

Translation not only involves the substitution of words from one language to another, but also requires a precise adaptation of morphosyntactic structures; differences in morphology and syntax between languages can present significant challenges in translation. This section therefore examines how these structural differences influence translation and the need for a thorough understanding of the grammatical rules of both languages in order to maintain the coherence and fluency of the translated text.

#### **4.2.1. Complex locutions**

Complex locutions, such as prepositional phrases widespread in legal texts, are encountered. In this context, we find expressions like:

- *Subject to*, translated as "A tenor de," as in "SUBJECT to the payment of discharge of my funeral testamentary," resulting in "A TENOR

DEL pago de los gastos funerarios, testamentarios [...]." It could also be translated into Spanish as "sin perjuicio de lo dispuesto en," "salvo," or "con la salvedad de."

- *Under*, which should never be translated as "bajo," but rather as "según" or "conforme," as in "POWER under the Trustee Act 1925 Section 31" translated as "PODER según el Artículo 31 de la Ley de Albaceas de 1925."

- *In witness whereof*, rendered as "En testimonio de lo cual." Other translation options would be "Y en prueba de conformidad y aceptación," or "en fe de lo cual."

#### **4.2.2. –ing forms**

Regarding *-ing* forms, they are typically translated into infinitives or nouns, e.g., "FOR the purposes of placing a value [...]" rendered as "PARA los fines de valorar [...]"; or "such facts and surrounding circumstances [...]" as "los hechos y circunstancias del entorno [...]".

#### **4.2.3. SHALL and MAY**

Challenges also arise in translating auxiliary verbs such as *Shall* and *May*. The verbs shall and may appear continuously in legal documents written in English. They seem simple, but they are not always used well and are rarely understood correctly. In legal terminology, *Shall* typically conveys a duty or obligation rather than indicating the future, as it does in everyday language (Gámez, 2023). Hence, it's important not to conflate its usage with future events.

An example with *Shall* in the text could be the following: “if either child of mind dies before me or within three months after my death [...] shall take by substitution” as “tal descendencia debe tomar por sustitución”.

According to Albi (2000) the language of discretion denotes the option for parties to act or refrain from acting. It typically employs the construction "may" + infinitive to express rights rather than obligations. This construction signifies that a party has the choice to perform or abstain from a particular action.

Therefore, an example with *May* would be: “if they so decide such value as may have been placed on the same by any Valuers” translated as “si así lo deciden, el valor que pueda haber sido asignado a los mismos por cualquier Tasador”.

#### **4.2.4. *Provided that***

According to Gámez (n.d.) in “*Provided that: No siempre significa 'siempre que'*”, the expression *Provided that*, represents an archaism, prevalent in legal jargon, posing numerous challenges for translators as it can introduce a condition, state an exception, a limitation, or add additional elements to the sentence. Depending on the context, various translations are warranted. The two most common meanings in legal language are as a condition or an exception.

Most frequently, *Provided that*, employed to introduce a conditional clause, delineates a certain condition. It predicates a future event on the occurrence of a specific circumstance, akin to phrases like «siempre y cuando», «siempre que» or «a condición de que».

However, *Provided that* is not exclusively used to establish conditions; it may also introduce exceptions to a rule or a previously stated

fact. When used in this sense, typically with the inclusion of the particle "however" within the expression, it is translated simply as "sin embargo" or "teniendo en cuenta que". Therefore, in the text, in which this expression appears three times, it has been translated as follows:

- 1- “PROVIDED THAT if either child of mind dies before me or within three months after my death [...]” as “SIN EMBARGO si alguno de mis hijos fallece antes que yo [...]”.
- 2- “PROVIDED ALWAYS that my Executors and Trustees” as “TENIENDO EN CUENTA QUE mis Albaceas y Fideicomisarios”.
- 3- “PROVIDED THAT my Trustees shall also have power to meet any expenses [...]” as “SIN EMBARGO mis Fideicomisarios también tendrán el poder de [...]”.

### **4.3. Orthographic aspects**

Orthography plays a crucial role in translation. The differences in spelling between languages can affect the clarity and accuracy of the translated text, for that it is important to respect the orthographic rules of each language in order to ensure effective and professional communication.

#### **4.3.1 Punctuation.**

English wills are characterised by a lack of punctuation, which complicates their translation. Therefore, when translating them into Spanish, punctuation marks must be introduced to make the text more legible. The most commonly added are the full stop and the comma.

-In this case the ST is: *I APPOINT my mother THE HONOURABLE MRS. FRANCES RUTH SHAND KYDD of Callinesh Isle of Seil Oban Scotland and COMMANDER PATRICK DESMOND CHRISTIAN JERMY JEPHSON of St. James's Palace London SW1 to be the Executors and Trustees of this my Will, and the TT results in NOMBRO a mi madre, LA HONORABLE SEÑORA FRANCES RUTH SHAND KYDD de Callinesh, Isle de Seil Oban en Escocia, y al COMANDANTE PATRICK DESMOND CHRISTIAN JERMY JEPHSON, de St. James Palace London SW1, Albaceas y Fideicomisarios de este mi Testamento.*

#### **4.3.2 Capitalization**

In Spanish, the use of capital letters is lower than in English. In English legal texts, capital letters are used to emphasise legal terms, i.e. capitalisation of nouns. In English, when referring to the titles of rules or laws, the initials of all words are capitalised. In Spanish, according to the *Diccionario panhispánico de dudas* (n.d) “Todas las palabras significativas del título de documentos oficiales o históricos [...], y de textos legales o jurídicos (fueros, códigos, leyes, decretos, etc. [...])” are also written in capitals. Hence here are some examples from the text:

*-the Administration of Estates Act 1925 translated as Ley británica de Administración de Patrimonios de 1925.*

*-the Trustee Act 1925 Section 31 resulting in el Artículo 31 de la Ley británica de Albaceas de 1925.*

*-in obtaining a Grant of Probate as para obtener una Concesión Testamentaria.*

On the other hand, according to the *Diccionario panhispánico de dudas*, the sustained capital letter is used to improve legibility: “En textos jurídicos y

administrativos, los verbos que expresan la finalidad del escrito o que introducen cada una de sus partes fundamentales, a fin de favorecer su lectura rápida: CERTIFICA, EXPONE, SOLICITA, CONSIDERANDO”.

Here are some examples of words that have been kept in capitals:

*-I DECLARE: DECLARO*

*-I APPOINT: NOMBRO*

*-I WISH: DESEO*

*-I GIVE: ENTREGO*

Therefore, I have tried to maintain the use of capital letters to respect the complainant's intention by emphasising certain terms, and I have also tried to adapt as far as possible to Spanish linguistic rules.

## **5. TRANSLATION STRATEGIES**

The testament of Diana, Princess of Wales, is a legal and formal document that establishes provisions for the distribution of her estate and the guardianship of her children in the event of her death. The translation of this document into Spanish requires a meticulous approach to preserve legal accuracy and terminological consistency while ensuring understanding and cultural relevance for Spanish-speaking audiences. This analysis examines the linguistic strategies used in the translation.

### **5.1 Modulation**

Modulation involves employing a phrase in the TL that differs from the SL while retaining the same idea. This technique allows the translator to shift the perspective of the message without changing its meaning or causing any

sense of discomfort for the reader of the TT. Below, we will see an example taken from the text and how its literal translation would be in Spanish.

ST: *TO be paid all my funeral, testamentary, administrative and other expenses and debts and other obligations.*

Literal translation into Spanish: *Ser pagados todos mis gastos funerarios, testamentarios, administrativos y otras obligaciones y deudas y otras obligaciones.*

In this example, the literal translation maintains the structure and word order of the ST, resulting in a phrase that sounds somewhat redundant and unnatural in Spanish. The literal translation does not take into account the linguistic conventions of Spanish and does not convey the meaning clearly and effectively. It would be more appropriate to adjust the translation to make it more fluid and understandable in Spanish, for example:

*-Para cubrir todos mis gastos funerarios, testamentarios, administrativos y otras deudas y obligaciones.* This adjusted translation preserves the original meaning but uses a grammatical structure and word order that is more natural in Spanish, making it easier to understand for the Spanish-speaking reader.

## **5.2. Literal translation**

Literal translation consists of translating word by word. The TT retains the syntax, meaning, and style of the ST. It could be considered an extension of the calque translation strategy. I have used literal translation on several occasions; here are some examples:

*-I WSH to be buried as DESEO ser enterrada.*

- *POWER to delegate the exercise of their power to invest trust monies as PODER para delegar el ejercicio de su poder para invertir los fondos fiduciarios.*

- *I APPOINT my mother and my brother as NOMBRO a mi madre y a mi hermano.*

### **5.3. Transposition**

Transposition is another strategy commonly used in the translation of wills. This involves changing the order of words or syntactic structures to better fit Spanish. For example, the phrase *ANY person who does not survive me by at least three months* has been translated as *CUALQUIER persona que no sobreviva por al menos tres meses después de mi fallecimiento*. Here, the word order is changed to make the phrase more fluid and understandable in Spanish, and also new words have been added. Transposition is crucial to ensure coherence and clarity in the translated text. More examples would be:

-*AND I FURTHER DECLARE as Y DECLARO ADEMÁS.*

-*To cause an inventory of such chattels to be made in duplicate as Hacer que se realice un inventario de tales bienes muebles por duplicado.*

-*Charges can be made in the ordinary way as se pueden realizar cargos de la manera habitual.*

### **5.4. Equivalence**

This strategy involves the translator conveying the same reality using a different expression but with the same meaning in the target culture.

In this case: *MY EXECUTORS AND TRUSTEES shall have the following powers in addition to all other powers over any share of the Trust Fund is*

translated as *MIS ALBACEAS Y FIDEICOMISARIOS tendrán los siguientes poderes además de todos los demás poderes sobre cualquier parte del Fondo en Fideicomiso.*

The phrase *MY EXECUTORS AND TRUSTEES* is translated as *MIS ALBACEAS Y FIDEICOMISARIOS*, which accurately reflects the roles of trustees and executors in the legal context.

### **5.5. Compensation**

This is the procedure used when there is a loss of nuance due to not finding a suitable exact correspondence, either by expansion or reduction. In my translation I make use of this technique by introducing the adjective *British* (*Británica*) in the translation of the laws.

As we can see here, it should also have been specified that it is British law, as it is not equivalent, in this case, to the law of patrimony in Spain. The translation would be:

- *The Trustee Act 1925 Section 31* resulting in *Artículo 31 de la Ley británica de Albaceas de 1925.*

## **6. CONCLUSION**

This dissertation's aim has been the translation of a British royal will into Spanish. Consequently, I have started with a description of the characteristics of English legal texts. Given that this is a legal text, it is essential to consider various aspects during the translation process, paying special attention to the equivalence of the terms in Spanish in order to maintain the intention and message of the ST as accurately as possible. Subsequently, an exhaustive analysis of the translation problems that arose during the course of the work

was carried out. Finally, the techniques employed to achieve an understandable text in the TL were examined.

The translation of a British will into Spanish presents a unique set of challenges that require a thorough understanding of both the ST and TT, as well as the underlying legal and cultural contexts. These challenges have been addressed through a thorough analysis of the problems faced during the translation process and the strategies adopted to overcome them. A conclusion summarising the main findings and reflections derived from this experience is presented below.

It is a legal document loaded with specific terms and formal structures that do not always have direct equivalents in Spanish. The first stage consisted of a detailed reading of the ST to understand its content, structure and purpose. One of the main problems was the specific legal terminology. Legal terms in English often do not have a direct correspondence in Spanish, and their incorrect translation could significantly alter the meaning of the ST. For example, terms such as “executor” and “trustees” required precise interpretation to ensure that their roles and responsibilities were clearly understood in the context of Spanish law.

In addition to terminology, the structural differences between the British and Spanish legal systems posed another challenge. Common law and civil law have different foundations and practices, which means that certain legal practices and concepts expressed in the British will not have exact equivalents in the Spanish legal system. Thus, this required careful adaptation to maintain the legal functionality of the ST.

To tackle these problems, a variety of translation strategies were employed. Equivalence was a key technique used to translate legal terms and concepts. Rather than seeking a literal translation, Spanish terms were

chosen that served a similar function within the Spanish legal system, thus ensuring that the will retained its original effectiveness and purpose.

The translation of a British will into Spanish is not simply a task of transferring words from one language to the other; it is a complex process that requires a deep understanding of both legal systems and their respective cultures. In addition, this project has highlighted the importance of cultural adaptation in translation. A legal document must not only be understandable in the TT, but also culturally relevant and functional within the new context.

In conclusion, through this project, it has been demonstrated that effective legal translation must go beyond linguistic equivalence to include functional and cultural adaptation.

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## APPENDIX

### **1. SOURCE TEXT (ENGLISH)**

I DIANA PRINCESS OF WALES of Kensington palace London W8  
HEREBY REVOKE all former Wills and testamentary dispositions made by  
me AND DECLARE this to be my last Will which I make this first day of  
June one thousand nine hundred and ninety three.

1. I APPOINT my mother THE HONOURABLE MRS. FRANCES RUTH  
SHAND KYDD of Callinesh Isle of Seil Oban Scotland and  
COMMANDER PATRICK DESMOND CHRISTIAN JERMY JEPHSON  
of St. James's Palace London SW1 to be the Executors and Trustees of this  
my Will

2. I WISH to be buried

3. SHOULD any child of mine be under age at the date of the death of the  
survivor of myself and my husband I APPOINT my mother and my brother  
EARL SPENCER to be the guardians of that child and I express the wish  
that should I predecease my husband and he will consult with my mother  
with regard to the upbringing in education and welfare of our children.

4. (a) I GIVE free of inheritance tax all my chattels to my Executors jointly  
(or if only one of them shall prove my Will to her or him)

(b) I DESIRE them (or if only one shall prove her or him (i) To give effect  
as soon as possible but not later than two years following my death to any  
written memorandum or notes of wishes of mine with regard to any of my  
chattels (ii) Subject to any such wishes to hold my chattels (or the balance  
thereof) in accordance with Clause 5 of this my Will

(c) FOR the purposes of this Clause "chattels" shall have the same meaning as is assigned to the expression "personal chattels" in the Administration of Estates Act 1925 (including any car or cars that I may own at the time of my death)

(d) I DECLARE that all expenses for the safe custody of and insurance incurred prior to giving effect to my wishes and for packing transporting and insurance of the purposes of the delivery to the respective recipients of their particular chattels shall be borne by my residuary estate

5. SUBJECT to the payment of discharge of my funeral testamentary and administration expenses and debts and other liabilities I GIVE all my property and assets of every kind and wherever situated to my Executors and Trustees upon trust either to retain (if they think fit without being liable for loss) all or any part in the same state as they are at the time of my death or to sell whatever and wherever they decide with power when they consider it proper to invest trust monies and to vary investments in accordance with the powers contained in the Schedule to this my Will and to hold the same UPON TRUST for such of them my children PRINCE WILLIAM and PRINCE HENRY as are living three months after my death attain the age of twenty five years if more than one in equal share PROVIDED THAT if either child of mind dies before me or within three months after my death and issue of the child are living three months after my death and attain the age of twenty one years such issue shall take by substitution if more than one in equal shares per stripe and the share that the deceased child of mine would have taken had he been living three months after my death but so that no issue shall take whose parent is then living and so capable of taking

6. MY EXECUTORS AND TRUSTEES shall have the following powers in addition to all other powers over any share of the Trust Fund

(a) POWER under the Trustee Act 1925 Section 31 to apply income for maintenance and to accumulate surplus income during a minority but as if the words "my Trustees think fit" were substituted in sub-section (1) (i) thereof for the words "may in all the circumstances be reasonable" and as if the proviso at the end of sub-section (1) thereof was omitted

(b) POWER under the Trustee Act 1925 Section 32 to pay or apply capital for advancement or benefit but as if proviso (a) to sub-section (1) thereof stated that "no payment or application shall be made to or for any person which exceeds altogether in amount the whole of the presumptive or vested share or interest of that person in the trust property or other than for the personal benefit of that person or in such manner as to prevent limit or postpone his or her interest in possession in that share or interest"

7. THE statutory and equitable rules of apportionment shall not apply to my will and all dividends and other payments in the nature of income received by the Trustees shall be treated as income at the date of receipt irrespective of the period for which the dividend or other income is payable

8. IT is my wish (but without placing them under any binding obligation) that my executors employ the firm of Mishcon de Reya of 21 Southampton Row London WC1B 5HS in obtaining a Grant of Probate to and administering my estate

9. ANY person who does not survive me by at least three months shall be deemed to have predeceased me for the purpose of ascertaining the devolution of my estate and the income thereof

10. IF at any time an Executor or Trustee is a professional or business person charges can be made in the ordinary way for all work done by that person or his firm or company or any partner or employee

## THE SCHEDULE

My Executors and Trustees (hereinafter referred to as "my Trustees") in addition to all other powers conferred on them by law or as the result of the terms of this my Will shall have the following powers

1.(a) FOR the purposes of any distribution under Clause 5 to appropriate all or any part of my said property and assets in or toward satisfaction of any share in my residuary estate without needing the consent of anyone

(b) FOR the purposes of placing a value on any of my personal chattels (as defined by the Administration of Estates Act 1925) so appropriated to use if they so decide such value as may have been placed on the same by any Valuers they instruct for inheritance tax purposes on my death or such other value as they may in their absolute discretion consider fair and my Trustees in respect of any of my personal chattels which being articles of national scientific historic or artistic interest are treated on such death as the subject of a conditionally exempt transfer for the purposes of the Inheritance Tax Act 1984 Section 30 (or any statutory modification or re-enactment thereof) shall in respect of any such appropriation place such lesser value as they in their absolute discretion consider fair after taking into account such facts and surrounding circumstances as they consider appropriate including the fact that inheritance tax for which conditional exemption was obtained might be payable by the beneficiary on there being a subsequent chargeable event

(c) TO insure under comprehensive or any other cover against any risks and for any amounts (including allowing as they deem appropriate for any possible future effects of inflation and increasing building costs and expenses) any asset held at any time by my Executors and Trustees and the premiums in respect of any such insurance may be discharged by my Executors and Trustees either out of income or out of capital (or partly out

of one and partly out of the other) as my Executors and Trustees shall in their absolute discretion determine and any monies received by my Executors and Trustees as the result of any insurance insofar as not used in rebuilding reinstating replacing or repairing the asset lost or damaged shall be treated as if they were the proceeds of sale of the asset insured PROVIDED ALWAYS that my Executors and Trustees shall not be under any responsibility to insure or be liable for any loss that may result from any failure so to do

2(a) POWER to invest trust monies in both income producing and non-income producing assets of every kind and wherever situated and to vary investments in the same full and unrestricted manner in all respects as if they were absolutely entitled thereto beneficially

(b) POWER to retain or purchase as authorised investment any freehold or leasehold property or any interest or share therein of whatever nature proportion or amount (which shall be held upon trust to retain or sell the same) as a residence for one or more beneficiaries under this my will and in the event of any such retention or purchase my Trustees improvement or repair of any building on such freehold or leasehold property including one where there is any such interest or share And my Trustees shall have power to decide (according to the circumstances generally) the terms and conditions in every respect upon which any such person or persons may occupy and reside at any such property (or have the benefit of the said interest or share therein)

(c) POWER to delegate the exercise of their power to invest trust monies (including for the purpose of holding or placing them on deposit pending investment) and to vary investments to any company or other persons or person whether or not being or including one or more of my Trustees and to

allow any investment or other asset to be held in the names or name of such person or persons as nominees or nominee of my Trustees and to decide the terms and conditions in every respect including the period thereof and the commission fees or other remuneration payable therefor which commission fees or other remuneration shall be paid out of the capital and income of that part or the Trust Fund in respect of which they are incurred or of any property held on the same trusts AND I DECLARE that my Trustees shall not be liable for any loss arising from any act or omission by any person in whose favour they shall have exercised either or both their powers under this Clause (d) POWER to retain and purchase chattels of every description under whatever terms they hold the same by virtue of the provisions of this my Will And in respect thereof they shall have the following powers (i) To retain the chattels in question under their joint control and custody or the control and custody of any of them or to store the same (whether in a depository or warehouse or elsewhere) (ii) To lend all or any of the chattels to any person or persons or body or bodies (including a museum or gallery) upon such terms and conditions as my Trustees shall determine (iii) To cause inventories to be made (iv) Generally to make such arrangements for their safe custody repair and use as having regard to the circumstances my Trustees may from time to time think expedient (v) To sell the chattels or any of them and (vi) To treat any money received as the result of any insurance in so far as not used in reinstating replacing or repairing any chattel lost or damaged as if it were the proceeds of sale of the chattel insured

(e) POWER in the case of any of the chattels of which a person of full age and capacity is entitled to the use but when such person's interest is less than an absolute one (i) To cause an inventory of such chattels to be made in duplicate with a view to one part being signed by the beneficiary for retention by my Trustees and the other part to be kept by the beneficiary and to cause

any such inventory to be revised as occasion shall require and the parts thereof altered accordingly (ii) To require the beneficiary to arrange at his or her expense for the safe custody repair and insurance of such chattels in such manner as my Trustees think expedient and (where it is not practicable so to require the beneficiary) to make such arrangements as are referred to under paragraph (iv) of sub-clause (d) of this clause

PROVIDED THAT my Trustees shall also have power to meet any expenses which they may incur in the exercise of any of their powers in respect of chattels out of the capital and income of my estate or such one or more of any different parts and the income thereof as they shall in their absolute discretion determine AND I FURTHER DECLARE that my Trustees shall not be obliged to make or cause to be made any inventories of any such chattels that may be held and shall not be liable for any loss injury or damage that may happen to any such chattels from any cause whatsoever or any failure on the part of anyone to effect or maintain any insurance

IN WITNESS whereof I have hereunto set my hand the day and year first above written

SIGNED by HER ROYAL HIGHNESS) in our joint presence and) then by us in her presence)

## **2. TARGET TEXT (SPANISH)**

YO DIANA PRINCESA DE GALES de Kensington Palace London W8  
POR LA PRESENTE REVOCO todos los testamentos y disposiciones testamentarias anteriores hechas por mí Y DECLARO que este es mi último Testamento el cual he realizado el día Uno de Junio de Mil novecientos noventa y tres.

1. NOMBRO a mi madre, LA HONORABLE SEÑORA FRANCES RUTH SHAND KYDD de Callinesh, Isle de Seil Oban en Escocia, y al COMANDANTE PATRICK DESMOND CHRISTIAN JERMY JEPHSON, de St. James Palace London SW1, Albaceas y Fideicomisarios de este mi Testamento.

2. DESEO ser enterrada.

3. EN CASO DE que alguno de mis hijos fuera menor de edad en la fecha del fallecimiento del superviviente, yo misma o mi marido, NOMBRO a mi madre y a mi hermano, CONDE SPENCER, como tutores de ese hijo y expreso el deseo de que en caso de que yo fallezca antes que mi marido, el consultará con mi madre lo que respecta a la educación para la crianza y el bienestar de nuestros hijos.

4. (a) ENTREGO libres de impuesto de sucesiones todos mis bienes muebles a mis Albaceas testamentarios conjuntamente (o si sólo uno de ellos acredita mi Testamento, a ella o a él).

b) DESEO que ellos (o si solo uno de ellos acredita serlo) (i) Hagan efectivo lo antes posible, pero no más tarde de dos años después de mi fallecimiento, cualquier memorándum o notas de mis deseos con respecto a cualquiera de mis bienes muebles. (ii) A tenor de tales deseos, dispongan de mis bienes muebles (o del saldo de los mismos) conforme a la Cláusula 5 de este mi Testamento.

(c) A los efectos de la presente Cláusula, "bienes muebles" tendrá el mismo significado que se le atribuye a la expresión "bienes muebles personales" en la Ley británica de Administración de Patrimonios de 1925 (incluyendo cualquier automóvil o automóviles que pueda poseer en el momento de mi fallecimiento).

d) DECLARO que todos los gastos de custodia segura y seguros contraídos con anterioridad al cumplimiento de mis deseos y del embalaje, transporte y seguro con el propósito de la entrega a los beneficiarios respectivos de sus bienes muebles particulares, deben estar a cargo de mi patrimonio hereditario.

5. A TENOR DEL pago de los gastos funerarios, testamentarios, de administración y deudas y otras obligaciones, OTORGO todos mis bienes y activos de cualquier tipo y dondequiera que se encuentren, a mis Albaceas y Fideicomisarios de confianza, ya sea para retener (si lo consideran conveniente sin ser responsables por pérdidas) todo o parte de los mismos en el estado en que se encuentren en el momento de mi fallecimiento o para vender lo que quieran y donde decidan, de acuerdo a sus poderes cuando ellos lo consideren apropiado para invertir los fondos en fideicomiso y variar las inversiones de acuerdo con los poderes contenidos en el Apéndice de este, mi Testamento, y para mantener EN FIDEICOMISO a favor de mis hijos, el PRÍNCIPE WILLIAM y el PRÍNCIPE HENRY, si siguen vivos tres meses después de mi fallecimiento y alcancen la edad de veinticinco años, si hay más de uno, a partes iguales; SIN EMBARGO si alguno de mis hijos fallece antes que yo o dentro de tres meses siguientes a mi fallecimiento y la descendencia del hijo de esté viva tres meses después de mi fallecimiento y alcance la edad de veintiún años, tal descendencia debe tomar por sustitución, si hay más de uno, en partes iguales, la parte que mi hijo fallecido habría tomado si hubiera estado vivo tres meses después de mi fallecimiento, pero de modo que no tome descendencia aquel progenitor que esté entonces vivo y sea capaz de tomar.

6. MIS ALBACEAS Y FIDEICOMISARIOS tendrán los siguientes poderes además de todos los demás poderes sobre cualquier parte del Fondo en Fideicomiso.

(a) PODER según el Artículo 31 de la Ley británica de Albaceas de 1925 para aplicar el ingreso para el mantenimiento y acumular el excedente de ingresos durante la minoría de edad, pero como si se sustituyeran las palabras “mis Albaceas consideren apropiado” en el apartado (1) (i) por las palabras “puede ser razonables en todas las circunstancias”, y como si la condición al final del apartado (1) fuera omitida.

(b) PODER según el Artículo 32 de la Ley británica de Albaceas de 1925 para pagar o aplicar capital para avance o beneficio, pero como si la condición (a) del apartado (1) estableciera que “no se efectuará ningún pago o aplicación para ninguna persona que exceda en totalidad en importe la totalidad de la cuota o interés presunto o adquirido de esa persona en el patrimonio fiduciario o que no sea para el beneficio personal de esa persona o de tal manera que evite, limite o posponga su interés en posesión en esa acción o interés”.

7. LAS reglas legales y equitativas de prorrateo no se aplicarán a mi testamento y todos los dividendos y otros pagos con carácter de ingresos recibidos por los Albaceas, serán tratados como ingresos en la fecha de recepción, independientemente del periodo por el cual el dividendo u otro ingreso sea a pagar.

8. ES mi deseo (pero sin imponerlos bajo ninguna obligación vinculante) que mis albaceas empleen la firma de Mishcon de Reya, ubicada en 21 SOUTHAMPTON Row, London WC1B 5HS, para obtener una Concesión Testamentaria y administrar mi patrimonio.

9. CUALQUIER persona que no sobreviva por al menos tres meses después de mi fallecimiento se considerará que ha fallecido antes que yo a los efectos de determinar la sucesión de mi patrimonio y sus ingresos.

10. SI en algún momento un Fideicomisario o Albacea es un profesional o empresario, se pueden realizar cargos de la manera habitual por todo el trabajo realizado por esa persona, su compañía o empresa, o cualquier socio o empleado.

## APÉNDICE

Mis Albaceas y Fideicomisarios (en adelante referidos como "mis Fideicomisarios"), además de todos los demás poderes conferidos a ellos por ley o como resultado de los términos de este mi Testamento, tendrán los siguientes poderes:"

1 (a) PARA los fines de cualquier distribución según la Cláusula 5, apropiar todo o parte de mis bienes y activos mencionados o para la satisfacción de cualquier parte de mi patrimonio residual sin necesidad del consentimiento de nadie.

(b) PARA los fines de valorar cualquiera de mis bienes muebles personales (según lo define la Ley británica de Administración de Patrimonios de 1925) así apropiados, utilizar, si así lo deciden, el valor que pueda haber sido asignado a los mismos por cualquier Tasador que instruyan para fines de impuesto sobre la herencia de mi fallecimiento, o cualquier otro valor que consideren justo en su absoluta discreción y mis Fideicomisarios, en relación con cualquiera de mis bienes muebles personales que, siendo artículos de interés nacional científico, histórico o artístico, sean tratados en dicho fallecimiento como objeto de una transferencia condicionalmente exenta para los fines de la Ley británica del Impuesto sobre la Herencia de 1984, Artículo 30 (o cualquier modificación o nueva promulgación estatutaria del mismo), deberán con respecto a cualquier apropiación, asignar un valor menor que consideren justo en su absoluta discreción después de tener en cuenta los hechos y circunstancias del entorno que consideren apropiados,

incluyendo el hecho de que el beneficiario podría tener que pagar impuesto sobre la herencia en caso de que ocurra un hecho imponible posterior.

(c) ASEGURAR a todo riesgo o cualquier otra cobertura contra cualquier riesgo y por cualquier importe (incluyendo permitir, según consideren apropiado, para cualquier posible efecto futuro de la inflación y el aumento de los costes y gastos de construcción) cualquier activo detenido en cualquier momento por mis Albaceas y Fideicomisarios, y las primas en relación con cualquier seguro de este tipo pueden ser pagadas por mis Ejecutores y Fideicomisarios ya sea con ingresos o con capital (o en parte con uno y en parte con el otro), según mis Albaceas y Fideicomisarios determinen en su absoluta discreción; y cualquier suma recibida por mis Albaceas y Fideicomisarios como resultado de cualquier seguro, en la medida en que no se utilice en la reconstrucción, reinstalación, reposición o reparación del activo perdido o dañado, se tratará como si fueran los ingresos de la venta del activo asegurado TENIENDO EN CUENTA QUE mis Albaceas y Fideicomisarios no estarán obligados a asegurar ni serán responsables por cualquier pérdida que pueda resultar de cualquier fallo en hacerlo.

2(a) PODER para invertir los fondos fiduciarios en activos tanto generadores de ingresos como no generadores de ingresos de todo tipo y dondequiera que estén situados, y para variar las inversiones de la misma manera plena y sin restricciones en todos los aspectos como si tuvieran derecho absoluto sobre ellos de manera beneficiaria.

(b) PODER para retener o adquirir como inversión autorizada cualquier propiedad libre de gravámenes o arrendada o cualquier interés o participación en la misma de cualquier naturaleza, proporción o cantidad (que se mantendrá en fideicomiso para retener o vender la misma) como residencia para uno o más beneficiarios bajo este mi testamento, y en caso

de tal retención o compra, mis Fideicomisarios podrán realizar mejoras o reparaciones en cualquier edificio en dicha propiedad libre de gravámenes o arrendada, incluyendo aquellas en las que haya algún interés o participación, Y mis Fideicomisarios tendrán poder para decidir (de acuerdo a las circunstancias en general) los términos y condiciones en todos los aspectos sobre los cuales cualquier persona o personas puedan ocupar y residir en dicha propiedad (o tener el beneficio del mencionado interés o participación en la misma).

(c) PODER para delegar el ejercicio de su poder para invertir los fondos fiduciarios (incluyendo con el propósito de mantenerlos o colocarlos en depósito pendiente de inversión) y para variar las inversiones a cualquier empresa u otras personas o persona, ya sea o no incluyendo uno o más de mis Fideicomisarios, y permitir que cualquier inversión u otro activo sea titularidad de tales personas o persona como representantes o representante de mis Fideicomisarios y decidir los términos y condiciones en todos los aspectos, incluyendo el periodo y la comisión, tasas u otra remuneración pagadera por ello, que deberá ser pagada con el capital e ingresos de esa parte o del Fondo Fiduciario en relación con los cuales se incurrieron, o de cualquier propiedad detenida en los mismos fideicomisos, Y DECLARO que mis Fideicomisarios no serán responsables por ninguna pérdida que surja de cualquier acto u omisión por parte de cualquier persona en cuyo favor haya ejercido uno o ambos de sus poderes conforme a esta Cláusula.

(d) PODER para retener y adquirir bienes muebles de toda descripción según los términos en que los tengan en virtud de las disposiciones de este mi Testamento, Y en cuanto a ello, tendrán los siguientes poderes: (i) Retener los bienes muebles en cuestión bajo su control y custodia conjunta o el control y custodia de cualquiera de ellos o almacenarlos (ya sea en un depósito o almacén u otro lugar). (ii) Prestar todos o algunos de los bienes

muebles a cualquier persona o personas o entidad o entidades (incluyendo un museo o galería) según los términos y condiciones que determinen los Fideicomisarios. (iii) Hacer que se realicen inventarios. (iv) En general, hacer los arreglos necesarios para su custodia segura, reparación y uso, según consideren conveniente los Fideicomisarios en función de las circunstancias. (v) Vender los bienes muebles o alguno de ellos. (vi) Tratar cualquier dinero recibido como resultado de cualquier seguro, en la medida en que no se utilice para instalar, reemplazar o reparar cualquier bien mueble perdido o dañado, como si fueran los beneficios de la venta del bien mueble asegurado.

(e) PODER en el caso de cualquiera de los bienes muebles de los cuales una persona mayor de edad y con capacidad plena tiene derecho al uso, pero cuando el interés de dicha persona es menos que absoluto: (i) Hacer que se realice un inventario de tales bienes muebles por duplicado, con el fin de que una parte sea firmada por el beneficiario para ser retenida por mis Fideicomisarios y la otra parte sea conservada por el beneficiario, y hacer que dicho inventario sea revisado según sea necesario y sus partes modificadas en consecuencia. (ii) Requerir al beneficiario que, a su cargo, organice la custodia segura, reparación y seguro de tales bienes muebles de la manera que mis Fideicomisarios consideren conveniente y (cuando no sea práctico requerir al beneficiario) hacer los arreglos mencionados en el párrafo (iv) de la sub-cláusula (d) de esta cláusula.

SIN EMBARGO mis Fideicomisarios también tendrán el poder de cubrir cualquier gasto que puedan incurrir en el ejercicio de cualquiera de sus poderes con respecto a los bienes muebles con el capital e ingresos de mi patrimonio o con uno o más de cualesquiera partes diferentes y sus ingresos, según determinen en su absoluta discreción. Y DECLARO ADEMÁS que mis Fideicomisarios no estarán obligados a realizar o hacer que se realicen inventarios de tales bienes muebles que puedan ser retenidos y no serán

responsables por cualquier pérdida, lesión o daño que pueda ocurrir a dichos bienes muebles por cualquier causa o cualquier falta de cualquier persona para efectuar o mantener cualquier seguro.

EN TESTIMONIO de lo cual firmo el día y el año arriba mencionados.

FIRMADO por SU ALTEZA REAL) en nuestra presencia conjunta y) luego por nosotros en su presencia).