**Translation Determinacy and Indeterminacy**

Translations are generally construed as products of the underlying determinacy or indeterminacy both of which squarely rest on text-types, skopos or purpose (for elaboration,

see skopos theory in Chapter Three and the techniques or strategies. Yet, they are not absolute; they display a spectrum of high, low and zero. In maximum indeterminacy, source texts lend themselves to more than one acceptable version in the TL, whereas zero indeterminacy is tantamount determinacy wherein only one version is not acceptable but feasible, as explicitly evinced in the translation of poetry for indeterminacy and legal

texts for determinacy.

**7.1. Translation Determinacy**

**7.1.1. Text-Type Determinacy**

Determinacy of translation simply signifies that there should only be one single product in the TL. One case in point is the word-for-word translation or Dryden's metaphase where SL

individual words are replaced by TL words with sometimes strict adherence to the SL word-order. But due to the linguistic and cultural discrepancies between SL and TL, such literal

translations, especially of expressive or emotive texts are awkward, unnatural, unintelligible and even unreadable because literalism distorts the sense and the syntax of the original,

impedes the translator's work and stifles his creativity. This is why machine translation (MT), which basically performs mere replacement or simple substitution of words in one language for words in another, has succeeded in dealing with standardized texts employing plain, formulaic language such as weather reports, government documents, and some legal texts. Legal texts are determinately translated to ensure precise correspondence of the rights and duties in the source text and in the translation wherein only one accurate version is accepted, in both the source and target texts. The language is a very distinct variety characterized by precision, plainness and clarity. Documents like contracts or wills, for instance, are formulaic and frozen or even fossilized so that a contract or will written or

translated in the wrong formula and not according to the standardized form in both languages, is not a contract or will. This holds true for the other legal texts such as agreements, certificates, government documents, insurance policies, powers of attorney and testaments among others.