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excellent work - and see us
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Pitfalls and Procrastinations

An account of how the Revised Civil Code of the
Province of Québec was translated

-R. Clive Meredith

I am grateful to my colleague Lucette Picard who typed this text and transformed my sloppy manuscript into something presentable. The errors in style and spelling are my own.

R.C.M.

For Mary, and for Pat

Pitfalls and Procrastinations

1. The Challenge

The Restaurant Grande Allée in Québec City is a fairly unpretentious eating place on the edge of the Québec Government Complex. It caters to a clientele drawn mainly from the civil service, and its food is at best mediocre. On October 9, 1973, I had just finished a rather ordinary lunch there, and was on the way back to the offices of the Translation Service of the Québec Department of Communications, when I heard my name called. What a pleasant surprise to see Robert Normand, Deputy Minister of Justice, under whom I had worked at the National Assembly, sitting at a neighboring table. "Come on over". I complied immediately. "Clive, did you know the Civil Code Revision Office has finally started to produce?" "No - what are they producing?" "A new Code, of course - we'd like you to revise the translation." Just like that. I remained silent for a moment while the full impact of this request sank in: three generations of my own family had used and revered the Civil Code; at the Assembly I had often commented on the bad translation which had been done of it in the years prior to 1866, only to be told that the text was inviolate and that the old style had to be retained, terminological errors, faulty style and all; how I had yearned to do a complete revision of that terrible work! Now I had the chance. While I knew I could probably supervise the project as well as anyone, I knew equally well that I should have to have carte blanche as to terminology and style or this monumental project would not be worth undertaking. If this one condition were fulfilled, however, I saw no reason why the job should not succeed. I accepted the challenge, subject to that one condition.

On my return to the office, Robert's news was confirmed to me by Henri Gravel, Director of the Translation Service, and Adalbert (Bert) Trudel, Head of the English Section to which I belonged. I heard nothing more of the project for the next two weeks, however, and occasionally wondered whether the whole thing was not some flash in the pan, and whether someone else, with better connections than myself, had been given the job. Actually Robert had written the following that same day to Professor Paul-André Crépeau, President of the Civil Code Revision Office:

Québec, le 9 octobre 1973.

Me Paul-André Crépeau
Président
Office de révision du Code civil
360, rue McGill
Montréal, Qué.

Monsieur le président,

A la suite d'une demande que m'avait faite Me Yves Caron, à Victoria, et dont vous m'avez fait état lors d'une de nos récentes conversations téléphoniques, j'ai tenté d'obtenir les services de monsieur Clive Meredith, ancien traducteur de textes de lois à l'assemblée nationale et présentement traducteur au ministère des Communications, afin qu'il puisse assurer la traduction des nombreux textes que l'Office finalisera d'ici peu.

J'ai communiqué avec monsieur Adalbert Trudel, directeur des Services de traduction au ministère des Communications, et celui-ci m'a indiqué qu'il disposait déjà d'un certain nombre de traducteurs pigistes dans la région de Montréal, et que certains, parmi ceux-ci, ont déjà une expérience dans la traduction de textes légaux.

Il peut également compter sur un certain nombre de traducteurs à Québec dont monsieur Meredith, sûrement le mieux préparé pour le genre de travail à accomplir.

Monsieur Trudel hésiterait à se départir purement et simplement des services de monsieur Meredith pour une période pouvant varier entre trois et six mois, mais il serait disposé à vous accommoder.

Auriez-vous l'obligeance de communiquer avec monsieur Trudel, de lui faire parvenir des échantillons de textes que vous aurez à faire traduire, de lui indiquer le volume impliqué et la fréquence à laquelle les textes pourront lui être fournis.

Je lui ai également indiqué que le professeur Brierley agirait vraisemblablement comme réviseur final de ces textes.

Si vous-même ou Me. Caron devez venir à Québec prochainement, je pense qu'il serait à propos que vous rencontriez monsieur Trudel, dont les bureaux sont situés au deuxième étage de la Tour du complexe "G", à Québec.

Je vous saurais gré de me tenir au courant des développements en cette affaire.

(...)

Veuillez agréer, Monsieur le Président, l'expression de ma considération distinguée.

Le sous-ministre de la Justice,

Robert Normand, C.R.

On October 20, I was called to Henri Gravel's office. He informed me that on Robert's instructions, Professor Crépeau would be coming to Québec the next day for a conference which would be attended by himself, Henri, Bert Trudel and me. The meeting was called for 2 PM. So it was going to materialize after all! Now if there could only be agreement as to new English style and terminology, we'd be away.

I can't remember why, but next day I arrived at the meeting just a couple of minutes late. In the conference room outside Henri's office I was introduced to Professor Paul-André Crépeau, Q.C. My first impression was that if ever anyone could be bilingual and bicultural, he was it. Born in Saskatchewan of French parents, he had studied extensively at home and abroad, (1) and was now Professor of Law and Wainwright Senior Fellow at McGill University. He was obviously extremely dedicated to the reform of Québec's Civil Law, his task of 8 years now supposedly nearing its end. After the introductions, I asked what to me was the deciding question: would we be bound by the old style and terminology? I made it clear that in the affirmative I was not interested in the job. He assured me to the contrary - I was to have the carte blanche I had requested. Then we were able to get down to business.

(1) B.A., L.Ph. (Ottawa), LL.L. (Montreal), B.C.L. (Oxon),
Docteur de l'Université de Paris (Droit), LL.D.
(Ottawa).

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It was decided that the project would be based in Montreal: there was a lack of office space in Québec City but the Translation Service had just opened a new office at 360 McGill Street, where such space was plentiful. By coincidence that was the very building occupied by the CCRO although it's certain that at the time we set up our branch office, neither body knew the other existed. Bert Trudel, and Mary Plaiçe who was already on duty in Montreal, would be entrusted with recruiting the free-lance staff who would do the actual translation, supervised and revised by me. The entire project would be completed in no more than eight months, with the new Civil Code to be printed between December 31, 1974, and Easter, 1975.

1. The Project

Although Robert Normand's first reference had been to the revision of the English of a new Civil Code, the project itself turned out to be considerably more complicated. To give some idea of what precisely was involved, a description of procedure at the Revision Office is indicated.

The Civil Code Revision Office of the Province of Québec officially consisted of one man, Paul-André Crépeau (Mr. Justice James K. Hugessen used to refer to Mr. Crépeau as M. l'Office). Attached to the Office were a secretarial staff, research assistants (all graduate lawyers or notaries) and a secretary-rapporteur. Under it were some forty committees, each entrusted with reforming one particular aspect of Québec Civil Law. There was a committee on evidence, one on obligations, one on partnership, and so on. These were made up of people from outside the Government - judges, lawyers in private practice, and specialists in the various fields of law to be reformed. As each committee finished its work, it submitted a report to the Office, containing the legislation it proposed be inserted in the Civil Code on its subject. These reports generally opened with a letter of presentation, an introduction outlining the changes recommended in the law, the articles themselves, and a comment on each article. Frequently, tables of concordance were added at the end, to indicate what articles of the old Code would be amended or deleted under the proposed legislation. Once these reports were finally drawn up in French, our task was to translate them. When our work was done the report was typed out one more time, printed by offset process and distributed to a

select number of persons and bodies (the President's list) interested in the particular subject involved. Generally some 2,000 copies were printed of each report. (Since these reports were printed with a yellowish cover, they were referred to as the yellow reports", whereas the Final Report, embodying the proposed Civil Code, was known as the "Green Report"). The persons and bodies concerned were requested to submit, within a specific period of time, any comments and criticisms they might wish to make. Once all the comments and criticisms had been received on any given subject, the Committee involved held another series of meetings, amending their text, when necessary, in line with the comments received. The entire series of reports was then consolidated into the Final Report. This Final Report was to constitute the new Civil Code of the Province of Québec; it would first be submitted to the Minister of Justice and subsequently tabled in the National Assembly.

The assignment per se

Specifically, then, our task was the translation of the Draft Reports of the Civil Code Revision Office. Each report contained a blend of two styles - the very precise legislative style used in writing the articles, and a freer, more general style for the comments. From a translator's point of view the comments presented no particular difficulties; while they contained much "legalese" the source language was generally excellent, so we hit few stylistic snags in the translation. Terminology and research sometimes presented problems, but they were never insurmountable. Dealing with the legislative style, however, was something else. The Articles of the new Code are for the most part very short. Each contains one specific rule or principle, expressed in as few words as possible, leaving no room for ambiguity. In this respect the style of the Code differs radically from that of the Statutes of Québec, where sections run on and on, and are frequently subdivided into paragraphs, sub-paragraphs, sub-sections, paragraphs of all these, and even paragraphs of paragraphs (as in the Cities and Towns Act). Never is that sort of thing seen in the Code. The prime ambition of the Office was to produce a Code which would use the clearest, simplest language possible in describing the basic rules governing relations between citizens. The Code, it was felt, must be written not for specialists but for the man on the street. Wherever possible, jargon would be sacrificed in favor of accuracy and precision of language.

The English version of the legislation in the Civil Code could not, of course, be a mere translation of the French. It had to be drafted in its own style; this policy was determined even before the translation got underway and was endorsed by Professor Crépeau at Louisiana State University Law School on February 28, 1974, when he delivered the third of the Tucker Lecture Series:

"We do not want the English version to be a mere translation of the French text. Each version must be written in its own style".

A challenge indeed!

The quality of legislative translation into English in Québec has often been severely criticised, but this criticism is sometimes only partly justified. What the reading public very often fails to grasp is that more often than not, legislation is translated under severe pressure. Imagine the situation - it's 9:30 PM and a translator is handed a text which absolutely must be sent to the printer by, say 10:30, since the final printing will be required for the following afternoon's sitting. As the Cabinet-imposed deadline approaches, the poor translator (has he had supper yet?) has all he can do merely to get his text prepared on time. His main concern is to make sure that the English translation contains no contresens: the rest is secondary. Never mind any polishing-up jobs. Naturally, as far as style is concerned the text suffers, sometimes considerably. Of course once the bill in question has been assented to, the text is inviolate so there is no possibility of "re-finishing" after the pressure is off. In time that bill, now a statute in a printed volume, will be read by a practitioner who has all the time in the world to study it, and of course he'll pick out at least stylistic flaws. Furthermore, before a bill is read the third time in the House, it is printed again to include all the amendments made during second reading. These amendments are generally always received by the translator at the last minute and frequently the translations are, quite literally, done on the corner of someone's desk and the text sent off to the Printer post-haste, often without revision. Naturally slips will be made.

This is not to say, however, that all the fault lies in the conditions under which the work is done. Would that it were so. Perhaps the principal fault which can be observed in texts such as these is the exaggerated tendency to "parrot" the source text word for word. Note the use of "exaggerated".

Any translation requires that the original construction be followed to a certain extent but this technique seems to be over-applied in legislation. Style is in many cases sacrificed for accuracy whereas there is no reason at all why both cannot co-exist in any statute. Perhaps this exaggeration stems from a concern that other styles would leave open the door to contresens, however slight, and a consequent embarrassing amendment in the House to the English version. While this concern is justified, what point is there in carrying it to extremes?

One school of thought holds that in addition to obvious reasons of economy (it is cheaper to print one volume of statutes a year instead of two), texts of legislation are set up side by side to facilitate the comparison by practitioners of one text with the other. For this reason, the argument goes, the translation must faithfully reproduce the French construction. Of course it's certainly convenient to have the texts set up in this manner, and far cheaper to print one volume of statutes a year instead of two. Furthermore it's flattering to a translator to think that his text may serve to explain a rather ambiguous source text. Still, the argument seems to defeat itself; anyone wishing to compare text and version would have at least a passable command of the languages involved and could quite easily make do with one text only. English is one of the legislative languages of the Province of Québec - this is clearly spelled out in section 10 of the Charter of the French Language (Bill 101, 1977). Let us then treat the translation of Québec statutes for what it is - the law of the land, set forth for the benefit of those whose working knowledge of the official language of the province is insufficient. There is no reason why every effort cannot be made to render the English version in proper English style.

No means should be spared to do this. For instance if the letter of the source text can better be rendered in translation by reversing the original sentence order, this should be done. Certain expressions are "standard equipment" in a French text but may just as easily be dropped in English. Let's drop them. It is the reader's duty to know the law he is reading. Why make his job any more difficult through needless clutter?

Another popular misconception is that since this kind of text is "legal" in nature, the translator can with perfect justification put on parade all those fancy-dancy "legal" expressions he may have picked up here and there. Before yielding to this temptation, he should first consult a

recognized authority such as Driedger ("The Composition of Legislation") or Dick ("Legal Drafting"). He would be disappointed to learn that many of what once were regarded as the sacred cows of legalese have long since fallen out of popular use, to be replaced by simpler words comprehensible to the man on the street. Any why not?

In the preface to "The Composition of Legislation", the internationally-known Canadian draftsman Dr. Elmer Driedger wrote:

"So far as style is concerned, I am not convinced that statutes must necessarily be inelegant. They can be grammatically perfect, they can be orderly and logical and they need not bristle with legalese, cliches and jargon. A Draftsman should not, of course, indulge in unnecessary variation or inversion, in circumlocution or pedantry; and he must use the same words or phrases over and over again if he means the same thing, even to the point of monotony. Nevertheless, statutes can be made respectably elegant".

These thoughts were always in our mind during the translation of the Civil Code; two important factors played in our favor - first, most of the articles are quite short and of very clear construction; second, we were almost never under real pressure to produce any one text. (I mention later the one exception to this, the assignment on Property.) Consequently, we were able to take the time needed not only to translate the legislation but to draft it in real English. I like to feel that, to a great extent, we succeeded. Witness Kelly Ricard's unrevised rendering of the first paragraph of Article 43 of the Report on Property which reproduces A.501 CC.

Source Text:

"Les fonds inférieurs sont assujettis envers ceux qui sont plus élevés à recevoir les eaux qui en découlent naturellement..."

1866 Translation

"Lands on a lower level are subject to those on a higher level to receive such waters as flow from the latter naturally ..."

Kelly's Translation:

"Water must be allowed to flow naturally from higher land to lower land."

Perhaps the main stumbling-block to our objective lay in the attitude of the Revision Office itself, which could not grasp the notion that a given word in French can actually be translated any one of several ways in English to render the text more elegant. As I have indicated, once we were finished with the translation, each text was read by the President of the Office. Professor Crépeau has probably forgotten more about English than I'll ever learn about French, but the fact remains: It is not his native language, and when anyone is correcting a text in a language not his own, he's bound to make slips. Of course, he and I discussed every change he proposed to make, and in most cases I was able to show him where he'd gone slightly astray. There were cases, however, where he exercised his authority and insisted on expressions which any English person would have hesitated to use. Fortunately these were few. Article 1 of Part II of the Report on the Family originally read as follows in the source text:

"L'enfant a droit à l'affection et à la sécurité que ses parents ou ceux qui en tiennent lieu sont en état de lui donner, en vue d'assurer, dans la dignité et la liberté, le plein épanouissement de sa personnalité".

The translation read thus:

"Every child is entitled to all the affection and security which his parents or those who act in their stead are able to give him, in order to ensure the full development of his personality in dignity and freedom".

When the time came to discuss the final changes made by the Office, the word "Every" had been changed to "The", which to me had a very restrictive and just plain inelegant sound. After considerable discussion we reverted to "Every" but an instruction was given to change the French L' to Tout. In actual fact, however, the L' could have conveyed the idea of "every" just as well. What the President, with all due deference, failed to grasp, was that since here we were proclaiming the fundamental right of every single child, that impression had to be conveyed. Our discussion prompted me to write the following:

Québec, October 7, 1976.

Mtre. Paul-A. Crépeau, President,
Civil Code Revision Office,
360 McGill Street,
Montreal, P.Q.

Mr. President,

*"... We do not want the English version to be a mere translation of the French text. Each version must be written in its own style."
"... there is no reason why the new Civil Code of Québec should not be written in simple, clear, and precise language."*

Generally speaking, the principle embodied in those remarks made by you in Louisiana has been followed in the translation of the draft Civil Code. Unfortunately, however, I feel very strongly that in some places the English version of the text still "smells of translation". This arises, inter alia, from what I consider a bad choice in the use of articles at the beginning of some sentences, a point on which you and I have yet to reach agreement.

I am in no way attempting to impose a mere preferential change in the style of drafting. Nor is there any question of attempting to "win out" over anyone. The points I make are correct. They were passed on to me by two who have forgotten more about legislative drafting than I will ever learn.

As I have often said, never have I sought perfection more than I do in the translation of the new Civil Code. I respectfully submit, however, that unless the style of drafting which I propose, or a reasonable compromise, is accepted, I will have fallen far short of that goal.

Since we are not likely to agree on these fine points, would you be willing to submit the case to another opinion? I am sure that many qualified English-speaking persons (inside or outside the legal profession) would be able to advise you on this point.

In the past, you have expressed the desire to introduce a characteristic style for drafting the civil law in English. I am in complete agreement with this idea, and I do not consider that in doing so, we should feel any qualms of conscience if our text smacks just a bit of the style used in common law jurisdictions. Better that than an obvious translation.

Respectfully submitted,

R. Clive Meredith.

Another bugbear: Article 18 of the Report on Security on Property reads in the original:

"L'hypothèque peut être flottante."

and in translation:

A hypothec may be a floating one".

Elegant? Certainly not. How that one got by is described later. Suffice it to say for the moment that on occasion, at least during the drafting of the Reports, the Committees would insist on certain styles. Many times I found myself wishing that they would stick to revision of terminology and leave the style to those whose native language was that of the translation. By the time we were revising the Final Report, of course, the Committees had all been dissolved, so this part of the work became much easier.

Getting off the ground

As with any government project, innumerable details had to be ironed out before work on this one began in earnest. Luckily I did not have to contend with too many of these myself. As Henri said at the time, I would be doing enough later. He and Bert arranged, in collaboration with the Department of Justice, to look after all the details about payment of free-lancers, advances for my travelling expenses and a thousand other such details. A couple of days before the work was to begin, Bert travelled to Montreal where he spent some time interviewing a number of candidates whose names Mary had on file, and selecting the team. It was agreed that work would begin on October 25. On the evening of the 24, I travelled up to Montreal by the CPR Budd car which stopped at most of the telephone poles. This had not been my intention at all, but I had got so bogged down with last-minute prior-to-departure details that I finally abandoned hope of catching the much superior CN "Rapido" and settled for a definite second best. It didn't bother me all that much, though - the mind was full of the great challenge.

The next morning dawned beautifully bright, and it was a pleasant surprise to find that 360 McGill was just fifteen minutes' walk from the hotel. Although I arrived a few minutes before the appointed hour, the entire free-lance staff, and Mary Plaice, had already arrived. I had worked very closely with Mary previously - this was in 1972 when she was hired to work as a free-lancer in the Québec office on the translation of the Gendron Commission Report on the Position of the French Language in Québec. Since then, she had joined the Government permanently and now would be acting as my assistant, and no one could wish for a more competent or dedicated right hand. Not only was she entrusted with re-reading the complete English translation after revision, but she also, once the project got under way, took on the job of general coordination: whenever work was received from the Revision Office for translation, she would inform the team of free-lancers, and the two of us (frequently by long-distance phone) would determine who would work on how many pages of a given report, and when the work would be due back for revision. After I cut down my number of days per week in Montreal, she also saw to it that texts were sent to the Québec office by Government courier for revision. All this was done in addition to her own assignments; I always felt she made a special effort

for the Code. Her final reading of the revised texts was meticulous, and she very soon earned the nickname of "Mrs. Pickie". If the English version of the new Code has been well received, this is in no small measure due to the work of Mary Plaice. Along with her professional abilities she possesses a sense of devotion to duty and that "touch of class" rarely seen in the Civil Service.

As the staff enjoyed a premature coffee-break, I acquainted myself with the new surroundings where for the next three years we would be working part of almost every week. There was a suite of five offices, once occupied by the President of CNR. Each office was large with a high ceiling and a wide picture window overlooking d'Youville Square, the site of the first Parliament of Lower Canada. What a change from Complexe G! I'd almost forgotten what it was like to be able to close one's door before settling down to work. From that point of view, this was paradise regained, although as the months went on we would deplore the lack of maintenance in this suite, and learn that this was an ailment common to the entire building (at one stage a rat was discovered in a cupboard of the Civil Code Revision Office).

At 10:00 I called my team together for the first time. They were four in number. Kelly Ricard was a certified member of the Translators' Society of Québec, had had wide experience in the free-lance field and had also worked in the Québec office under Marion Robins. Rita Daguillard was an experienced free-lancer. Earle Straus and Elizabeth Thomson represented the legal end of things; both were studying Law at McGill, but both had done some previous free-lancing as well. After a very fruitful meeting which lasted a couple of hours, the initial assignments of work were handed out, and the project was underway. The first report to be tackled was that on Property, some 400 pages in length. Mr. Crépeau had indicated to me during the Québec meeting that he would like to have this done by November 21, so a schedule was arranged which it was hoped would help us meet that deadline. This required Mary and I spending more than one fairly late night at the office. I remember getting back to the hotel at about 11:00 PM after one such session, and, too tired to face a restaurant, deciding to have a room service supper. The Laurentien Hotel, rest its soul, liked to complicate things, so I had to phone one number to order the meal and another to order the unwinding fluid which would accompany it. After both these calls were put through, and feeling a mite homesick, I decided to phone

Diana, thinking that it would take at least half an hour for the food and drink to arrive. No sooner had we started talking than there was a knock on the door. "Excuse me, Love, that's supper". I brought in the tray, paid, and resumed my conversation. Two minutes later, another knock - "Excuse me again - that's the drinks" (reverse order - typical of the Laurentien). Di made some remark about having a real night on the town and I hastened to assure her that actually I had just had a fifteen-hour day and was dead bushed and that if a club sandwich and two lukewarm beers was her idea of a night on the town it certainly wasn't mine.

In the Service's report for October, Henri Gravel wrote the following:

Réalisations en cours

Pendant le mois, le Service s'est attaqué à ce qu'on croit être son oeuvre la plus importante en plusieurs années: la traduction en anglais du nouveau Code civil. Une équipe spéciale a été formée à Montréal à cette fin et qui comprend quatre traducteurs recrutés par nous mais payés par l'Office de révision du Code civil, ainsi qu'un réviseur prêté par notre bureau de Québec. Tous sont évidemment spécialisés dans le domaine juridique et on prévoit qu'ils mettront de 6 à 8 mois à réaliser le projet.

The month of November was spent getting used to a completely new life style. I would travel up from Québec on the 5:15 Rapido every Tuesday night, and return from Central Station at the same time the following Friday. The team was turning out work at a good pace so I was kept very busy revising in both cities, and even between one and the other on occasion.

To make a long story very short, we met the deadline on the Report on Property, although to this day I can't figure what the rush was - the report was finally read by the Revision Office, and sent for printing, two years and one month later.

Once our work had been underway some weeks, Bert submitted the following "progress report" to Mr. Crépeau:

Québec, le 6 novembre 1973.

Cher Monsieur Crépeau,

Ainsi que vous avez pu le constater, l'équipe mise sur pied pour la traduction du texte révisé du Code civil fonctionne de façon très satisfaisante, sous la responsabilité directe de M. Clive Meredith. Tel qu'entendu, ses services vous sont prêtés pour la durée de cet important travail. Si pour des raisons imprévisibles M. Meredith se trouvait incapable de continuer à un moment quelconque, il est bien entendu que la Section anglaise du Service de traduction continue à assurer l'exécution du travail. J'ai également autorisé la traductrice en place à notre bureau de Montréal, Mme Mary Plaiçe, à prêter main-forte à M. Meredith pour certaines tâches. Ses services vous sont aussi prêtés.

Pour ce qui est de notre personnel régulier, vous n'aurez qu'à payer les frais de déplacement, soit ceux de M. Meredith ou des autres employés de la Section qui devront prêter main-forte à l'équipe de Montréal. Par exemple, j'ai délégué l'une de nos traductrices, Mme Ursula Paré, qui assumera le travail de vérification finale des textes que vos propres employés auront dactylographiés. Jusqu'ici, nous avons assumé les frais de déplacement, mais ceux-ci vous seront à l'avenir facturés, tout comme les traductions, tel qu'entendu au cours de nos discussions à ce sujet.

Toutefois, comme les séjours de M. Meredith à Montréal couvrent une partie de la semaine et que les frais s'y rapportant ajoutés à ceux du transport s'élèvent tout de même à une petite somme appréciable, nous avons jusqu'ici avancé à M. Meredith, à chaque

occasion, une somme suffisante pour y faire face sans qu'il soit obligé de les avancer lui-même, ce qui est d'ailleurs une pratique standard. Je vous serais bien obligé d'indiquer à M. Meredith comment il doit s'y prendre pour obtenir la même chose de la part de votre ministère. Il est bien entendu que le règlement de ces avances se fait au moment où les factures sont honorés par le ministère.

Quant aux factures pour les membres de l'équipe des traducteurs, elles seront rédigées à partir des conditions arrêtées entre nous et ces traducteurs, puis approuvées sous ma signature, le tout selon les indications que m'a données de vive voix M. Robert Normand, sous-ministre à la Justice (le taux sera de sept cents le mot). J'ai donc demandé à M. Meredith de faire signer ces factures par les traducteurs, de les contresigner lui-même sous la mention "vérification", et j'ajouterai ensuite ma signature. Je vous retournerai le tout. Tel qu'entendu, je compte que le paiement de ces factures s'effectuera avec rapidité afin de ne pas être aux prises avec une série de réclamations à ce sujet.

Je demeure à votre entière disposition si quelque disposition devait être amendée.

Je dois vous dire que les rapports reçus relativement au travail de l'équipe me laissent confiant que cette entreprise sera une grande réussite. Comme vous le savez déjà sans doute, Mlle Thompson et M. Strauss font partie de cette équipe. Vers la fin de l'année ou au début de 1974, Mlle Altchull en fera également partie. La haute compétence professionnelle de M. Meredith, à qui j'ai confié le soin de se faire l'agent de liaison entre l'office et nous, ainsi que les ressources de la Section anglaise et du Service, sont, je n'en doute pas, une garantie de succès.

Je vous prie d'accepter, cher monsieur Crépeau, l'expression de mes sentiments les plus distingués.

Le responsable de la Section anglaise,

A. Trudel
Service de traduction.

On November 9, Mr. Crépeau and I drew up the following rough work schedule for the project.

Civil Code Translation and Revision

For translation and revision - top priority

- (i) Report on Partnership - translation already begun
- (ii) Report on Civil Status - coming Nov. 20
- (iii) Report on Arbitration (looks short & easy) - coming Nov. 20

For translation and revision - no particular priority

- (i) The Contract of Mandate - we have it
- (ii) The Contract of Deposit - we have it too
- * (iii) Registration - coming Nov. 30
- * (iv) Family Part I - coming mid-December
- * (v) Family Part II - coming mid-January
- (vi) Obligations Part II - coming end January
- (vii) Sale - coming end Jan.
- (ix) Property Part II - coming end Jan.
- (x) Successions - coming mid April.

For revision only

- (i) Contracts of Work - coming mid-December
- (ii) Contracts of Service - coming mid-December
- (iii) Business Contracts - coming mid-December
- * (iv) Obligations Part I - coming ??
- (v) Private International Law - coming end January - will be urgent
- (vi) Evidence - coming end December - will be urgent.

Items marked with a * are those the texts of which will run anywhere from 300 to 500 pages.

The longer we talked, the more I realized that this work would take much longer than the six to eight months previously estimated. By the end of the conversation we were talking in terms of another year and possibly a year and a half. (As things turned out our work was not finally completed until the summer of 1977). My impressions were confirmed when a few weeks later Mr. Crépeau wrote the following in reply to Bert's report.

Le 15 novembre 1973

Cher monsieur Trudel,

Faisant suite à nos entretiens, de même qu'à votre lettre du 6 novembre, vous me permettrez tout d'abord de vous dire combien j'ai apprécié l'empressement avec lequel vous-même et vos collaborateurs avez accepté de mettre sur pied un service de traduction des rapports de l'Office.

D'accord avec Monsieur le Sous-Ministre de la Justice, vous avez voulu en confier la responsabilité directe à M. Clive Meredith et je suis persuadé, d'après les entretiens que j'ai déjà eus avec lui, que sa compétence et son dévouement sont un gage du succès de cette importante contribution aux travaux de l'Office.

Depuis notre dernier entretien, et en vue de donner suite à nos ententes, les démarches suivantes ont été effectuées:

1. Factures d'honoraires des traducteurs

Il est entendu que les notes d'honoraires suivront le cheminement suivant: présentation à M. Meredith et approbation par lui. Vérification et approbation par vous-même. Envoi direct à M. B. Gariépy du service de la comptabilité, Ministère de la Justice, 225, Grande allée est, 2^e étage, chambre 239; paiement par voie de chèque manuel émis par le Ministère dans les trois semaines de la réception. M. J.-Claude Dubois, Directeur du Budget, a en effet, pris les dispositions qui sont nécessaires à cet effet.

2. Avances pour frais de déplacement

Des démarches ont été entreprises entre votre service par l'intermédiaire de M. Gravel et le Ministère de la Justice par l'intermédiaire de M. Dubois afin de régler les modalités de paiement des avances pour frais de voyage qui sont consenties à M. Clive Meredith.

3. Calendrier des travaux

J'ai arrêté récemment avec M. Meredith le calendrier des travaux de traduction des rapports de l'Office et ce programme prévoit une suite ininterrompue de travaux de traduction jusqu'au printemps prochain et, bien sûr, au fur et à mesure que d'autres rapports seront prêts, nous les ajouterons au calendrier. Je prévois une période d'accalmie au milieu de l'an prochain et une reprise à l'automne, au moment où commencera la préparation matérielle du rapport final de l'Office.

Je saisis cette occasion pour vous dire combien j'apprécie la collaboration de votre service aux travaux de l'Office de révision du Code civil; vous me permettrez aussi de vous exprimer ma gratitude à l'endroit de MM. Gravel et Meredith qui ont grandement facilité la mise en oeuvre de nos ententes. (1)

Veillez agréer, cher monsieur Trudel, l'expression de mes sentiments les plus distingués.

Paul-A. Crépeau
Président.

I considered the possibility of moving the entire family to Montreal for "the duration" but decided against this for all sorts of reasons, a decision which two years later proved to be the right one. While we were drawing up our schedule, Mr. Crépeau spoke lovingly of this project, and of his aim of making the law comprehensible to everyone, not just the legal fraternity and a few privileged persons. His greatest ambition, he told me, was to be able to walk into some subway station in Montreal, see an ordinary working man remove from his pocket a small-sized edition of "our" Code and hear him mutter to himself, with satisfaction, "je comprends".

In November, as the final typed version of "Property" began trickling down for final reading, Bert assigned Ursula Paré of the Québec office to proofread it. It was hoped that this arrangement would last for the "duration" but after a few weeks it was reluctantly decided that she was too useful in Québec, so the project was deprived of her invaluable services.

(1) The President obviously confused Bert's and Henri's places in the organization chart.

She was a wonderful travelling companion as well, and we had some good evenings after work. Once, enjoying a "crepe bretonne" dinner I remembered what day of the week it was, and casually asked her what she would be doing if she were back home. She thought for a second - "My God! Weight watchers!" I wasn't allowed to live that one down for a long time.

The weather throughout November was dull with heavy overcast, and after a while got very depressing. In addition, we'd finished off another report, on Partnership, but Mr. Crépeau never seemed to find time to read it. We were getting rather impatient at this, since we wanted to know how he felt about the new legislative style which we were using, which constituted quite a departure from that used in the old Code. Every week I would inquire "Any feedback?" and be told "No". In addition to this, payments to the free-lancers were starting to drag and the staff were complaining. These three factors conspired to give me a few blue days. Then, finally, toward the end of the month (it was a Thursday I remember) I came out of the hotel to find that a brilliant late autumn day had dawned. I walked down to the office feeling that, yes, something good was going to happen that day. On arrival at the office I received two phone calls in quick succession, one from Kelly and the other from Rita. Their cheques had arrived. A little later I had an appointment with Mr. Crépeau and while waiting for him, asked the usual question. Yes, there was feedback - he was delighted with our work. Two minutes later he came in himself and I can still remember his first remark: "Mr. Meredith, I have read with the greatest interest the Report on Partnership". He then went on to say how this was by far the best translation work that had ever been done for the Revision Office. I remember words like "excellent" - "fantastic" - "it flows so smoothly". I finished whatever business it was I had with him, then positively floated downstairs where I broke the news to Kelly and Mary. The mood, needless to say, was one of jubilation. Now that the style had been approved (with flowers!) I knew we would do a first rate job despite the months of slogging which I realized lay ahead. Later on, another compliment. As Bob Normand had indicated in his note to Mr. Crépeau, it had been formerly agreed that Professor John Brierley of McGill (later Dean of Law) would examine the English version after me and make pertinent comments to Mr. Crépeau. Mr. Crépeau summoned me and told me that he no longer felt this was necessary, and that he had every confidence that he and I could take care of the English between us. (I'm sure John breathed a sigh of relief, being up to his eyes in professorial duties anyhow). But for a fellow who'd missed first year Law, it was better than a kick.

Early one morning I received a phone call from Diane Boissonault, Henri's secretary, with the news that Henri was very seriously ill - the preliminary diagnosis had been a stroke. We just could not believe it - after all, he was only 47.

The Montreal office closed for the Christmas Holidays on December 21, and I came home in a blinding snowstorm which would later turn to freezing rain and deprive some people of electricity for up to four days. While I was away the Québec office had moved. For over a year we'd been installed in a giant Government building where office landscaping was the rage. This arrangement can have definite advantages in the right circumstances but the government planners had blown it in our case by providing for far too many people on the same floor. Our situation would have been satisfactory for a typing pool but for work involving concentration in any form it was hopeless. From the day we moved in, it had been Henri's ambition to move us out. Now, after much wire-pulling, he had succeeded and we were installed at 690 Grande Allée East. Ironically, he would never live to occupy the new offices he had struggled so hard to obtain for us. He held tenaciously to life for another couple of weeks and died on the 15th of January, 1974. Tadeus Pochylski, Chief of the Foreign Languages Division, was appointed Acting Director.

After a well-earned two week vacation, the travelling resumed toward the middle of January. From then until April work continued apace on various reports, with a good routine worked out. My notes on this particular period are rather sketchy so I guess there were no outstanding developments. I was now well into the travelling routine, and eventually dropped Tuesday night in favor of Wednesday morning for travelling up. I always enjoyed the train trip, and frequently met other civil servants, or friends from outside the government, with whom to travel. (I particularly remember a chance encounter, on one of my first trips, with a senior officer in Justice, whom I'd known since my days in the Provincial Secretary's Department. As we rolled along that glorious autumn evening, he made a chance remark: "Watch out for the Revision Office - the left hand never knows what the right hand is doing." While I questioned it at the time, that remark later proved to be the most useful bit of advice I would get during the entire project.) While the Rapido

was late more often than it was early, it still seemed the most comfortable way of getting from A to B; one advantage in this type of travel was that one never had to worry about meals at either end of the trip. Also, I found the atmosphere very conducive to work, particularly during the middle phase of the project, when I would use the return journey to re-read critically each report as it was released.

During these months, now that the initial burst of speed had slackened to a crawl, I was able to get acquainted with the members of the staff attached to the Revision Office - Alice Robak, Secretary to Mr. Crépeau, Yves Caron, the mountainous No.2, also professor of law at McGill, his wife Denyse, a notary like himself, Madeleine Caron-Montpetit, Renée Desrosiers-Delanauze and Denyse Guay-Archambault, all graduate lawyers, who worked as research assistants. As the project continued I would enjoy some very pleasant associations with all of them.

In March, Audrey Pratt of the Québec office proposed the name of a potential free-lancer, a chap who had worked with her husband Ross. Eric Oxford was at the time on a year's sabbatical leave from teaching and the interview hadn't lasted five minutes before I knew I had a good candidate. He agreed to join up and stayed with us for six months. His work was consistently excellent. He was a master at weeding out what was not necessary in a text while still rendering the translation perfectly faithful to the original. I learned a lot of stylistic tricks from him which I still consistently use in revision. In addition to this, he was a real live-wire, and we could always look forward to a lot of laughs whenever "Jazz-bo" would visit the office. I felt a real sense of loss in September when, as he put it, his conscience compelled him to return to his old profession.

Throughout the summer everything continued to run smoothly, with work being done at a steady, consistent pace; by this time we had established ourselves as a conscientious team, and many favourable comments were flowing down from on high regarding our work. Now we were translating the Report on Security on Property, one of the most difficult jobs I've ever revised. Author

Yves Caron ploughed through the five hundred-odd pages of it during August and his final verdict was "Very good to excellent" - I figured if we could get that kind of a verdict on that kind of a text, we could tackle anything. Let no one, however, ask me to explain the substance!

Just before my summer vacation, I was handed a draft of the Report on Private International Law. The author, I was told, had translated it himself "to save me the trouble" and Mr. Crépeau was sure the revision would pose no great problems. To sum up, that revision was practically a rewrite, but what took the cake was the following: In Article 66 of the report provision is made for translation of foreign decisions. The author in the explanatory notes recommended the following:

"The translation of a foreign decision may be certified as correct by a diplomatic or consular agent, or by a sworn translator or any other person authorized for this purpose in Québec or in the place of origin. This includes lawyers who, in some countries, are authorized to provide official translations and, in general, translate better than any other competent authority."

Mercifully, this comment was deleted before final publication but I remember coming across it after two days of sweating blood to try to make comprehensible English out of this report. Need I add that the author was a lawyer? I finished the revision with a very bad taste in my mouth, sent the text out with a silent prayer that the typists at the Office would be able to make out the "barbouillage", and thankfully left the lot for three weeks of sea and mountains.

It was on my return that I learned of Eric's decision to return to teaching - there was not much I could do but start looking for a replacement, who soon materialized in the person of Margret Ponze, another experienced free-lancer who would eventually be one of the real stalwarts. At the same time, I learned that Mr. Everett Melby, former U.S. Consul at Québec, now retired and living in Montreal, was looking for free-lance work. I had known him a couple of years previously and enjoyed very much his kind hospitality on the occasions when he entertained the Québec Office where his daughter Judith was working. Needless to say I was on the phone immediately, set up an interview, and he joined us. Lorraine Ladouceur, another free-lancer recommended by Audrey, joined us about this time, but unfortunately after a couple of assignments had to withdraw because of an already-overloaded schedule. A pity - she would have made a real contribution.

September marked another milestone - 1000 articles had been translated for the new Code.

October saw the official change of command at the Quebec Translation Service when Patrick Dooley was appointed Director. When first hired, his mandate was to take six months to study the situation, then six months to reorganize if necessary. As will be seen later, that reorganization was thorough to say the least. From the very beginning he showed wholehearted support for our project, support which we valued deeply.

Work slackened down considerably during October, which was a shame since we'd just acquired Everett and Margret and I was anxious to see what they could do.

Around September, I cut down the length of my sojourns in Montreal even further, since I was finding three days and two nights utterly exhausting. From that time on, I travelled up on Thursday mornings and down on Friday nights. This of course involved making far more use of the government messenger service to ferry texts back and forth. On the whole, this service was good, though on occasion they slipped up: Mary sent me down a text on a Tuesday, which never arrived until Thursday when I had gone back up to Montreal; like an idiot I asked the Québec office to send it back to me; again it got held up and didn't arrive back in Montreal till the following Monday - that time I had it held, and finally got around to revising it the next Thursday. But incidents like that were the exception rather than the rule, and on the whole I had very few complaints about the "Service de messageries".

As October 25, the first anniversary of the beginning of the project, got closer, someone suggested that we have a lunch to celebrate, and invite the Revision Office staff. Our invitations were accepted with pleasure, and we decided on "Chez Queux", a restaurant at Place-Jacques Cartier, as the site. I had already eaten there a couple of times and was very taken by the medieval-style decoration as well as the good fare.

Of course it was only proper that we also invite the new Director of the Translation Service, and the Head of the English Section, so on October 24 a mini-delegation travelled to Montreal from Québec - Pat, Bert and myself. During that journey Pat outlined to me some of his preliminary impressions of how the Service should be restructured. He saw the definite need for a new division to specialize solely in legal translation, particularly since under the Official Language Act judgments rendered by the courts of Québec in English would henceforth have to be translated into French. This division would also be responsible for the translation of Part I of the Official Gazette and of any other legal-type documents. Would I be willing to lead it? I answered in the affirmative, on condition that this would in no way affect my work on the Code, then realized as I was speaking that the Code would of its very nature fall under that Division. Pat was quite firm about not wanting to take any action on this for the next few months, but the thought was certainly tantalizing.

Next day, work stopped around 11:30 AM and the entire team, with our invited guests, repaired to Place-Jacques Cartier. The list was: Mr. Crépeau, Alice Robak, Yves Caron, myself, Mary, Kelly Ricard, Earle Straus, Bert, Pat and Antoni Dandonneau, the French Division's representative in Montreal. A rollicking time was had by all, and an excellent meal enjoyed, with wine graciously provided by the Office; service was a little show, however, and we didn't get out until 3.45 or so. At the close of the meal, Professor Crépeau made some extremely flattering remarks, which Pat was later kind enough to pass on to the Québec Official Publisher, Charles-Henri Dubé, in the following memorandum:

A: Monsieur Charles-Henri Dubé

De: Patrick F. Dooley

Objet: Traduction de la révision du Code civil

Date: Le 29 octobre 1974

A l'occasion de ma visite à Montréal, M. Trudel m'a aimablement ménagé le plaisir de prendre le déjeuner avec notre personnel, en compagnie de Me Paul-A. Crépeau et quelques-uns de ses collaborateurs. Il s'agissait de l'anniversaire du début des travaux de traduction de la révision du Code civil.

A cette occasion, Me Crépeau a souligné de façon éloquente et élogieuse la qualité professionnelle du travail de M. Clive Meredith. Il a rendu un émouvant témoignage au Service de traduction pour l'esprit de collaboration de MM. Trudel et Meredith ainsi que de Mme Kelly-Ricard* et des autres collaborateurs du Service de Montréal. M. Meredith a attribué le succès obtenu jusqu'ici à l'esprit d'équipe de ses collègues de même qu'à la collaboration judicieuse du Ministère des Communications.

Le témoignage de Me Crépeau a confirmé ce que j'avais déjà cru déceler de l'envergure et de l'importance de ce projet ainsi que de la qualité d'expert de M. Meredith dans la traduction juridique. En somme, le Code civil n'a pas été révisé depuis 1866 et ne le sera pas à nouveau avant un autre siècle probablement; c'est donc un projet qui fait "époque" en quelque sorte.

Je crois, par conséquent, que le fait d'être associé à ce travail nous fournit à tous un motif de fierté bien légitime, tant au Service de traduction qu'à votre direction générale et au ministère des Communications.

Nous avons décidé de préparer un bref photo-reportage à ce sujet à l'intention de Québec-Inter.

P. F. Dooley (signed)

* sic

The project was now getting recognition in both cities - about time. For the photo-reportage, photographs of the staff in all sorts of poses were taken by Dr. Charles Bokor, in charge of Interpretation at the Montreal Court House. His work was extremely well done and the story certainly did the Project justice when it appeared later.

Now that Year II of the project was underway, how had the team shaped up? Certainly the best performer was Kelly. She had arrived with absolutely no previous experience in the legislative translation field; at first her work required considerable revision but after a few weeks it was a real treat to watch her progress. She must be one of the finest legislative translators in the province today; a lot of the new Civil Code is pure unrevised Ricard.

Earle by no means showed the same stylistic improvement, though he did make progress and established a good reputation as a terminologist. (Elizabeth Thompson left the team just before the completion of Year I).

Although Everett Melby had just joined, and had not had much chance to show off his ability, what he had done was of excellent caliber - given his background, this was not surprising.

Eric Oxford had left a month earlier; this was a loss - another with no previous experience, he had learned quickly and was getting to be on a par with Kelly. He did much of the Report on the Family Court and testimony to his work is the fact that the English version was 40 pages shorter than the French but all there.

It was too early to appraise any of Margret's work, but she seemed extremely interested from the beginning. Indeed, as time went by, this girl would do some outstanding work and turn into one of our real stalwarts, always ready whenever on rare occasions we were asked to treat a text on an urgent basis. She made an invaluable contribution to the project.

Of course no assessment of the team would be complete without mention of Mary - I have already described her duties with regard to the project. Let it merely be said that she carried these out to perfection, in addition to her own everyday tasks.

As for quality, I had been convinced for some time that what we were producing was one of the best English translations done to date for the Provincial Government - that assessment, perhaps somewhat biased, has not changed. We were certainly doing what I had set about to do - rejuvenate the Civil Code by ridding it of faulty constructions and expressions, and make it comprehensible to the man on the

street. We were very lucky in having lots of time to work and while Professor Crépeau's oft-repeated reference to the "concept of the eternal" frequently grated on my basically impatient ears, I appreciated the way he resisted pressure from the higher-ups, to allow as much time as possible for the preparation of the final product. My notes read "At any rate, it's a fairly safe bet that in the year 2074 or whenever the next revision is done, we will not be subject to the same criticism as were our predecessors of 1866".

Winter 1974 came in with a rush. On November 21, as I was checking out before breakfast, I noticed a light fall of snow. By the time I finished eating, we were having a full-scale blizzard (and there I was stuck with a light rain coat and no rubbers). I phoned Québec from the office to learn that the same conditions had been prevailing there since 4:00 the previous day and all offices and schools were closed. This posed a bit of a problem since both Mary and Antoni were scheduled to come down on the evening Rapido with me to attend a long-term planning session next day; would it be cancelled now? Pat soon phoned to let us know it had to go on regardless, so we went ahead with plans. Since Mary and Antoni had to pick up their tickets by 4:00, we decided to break up at 3:30 and struggled to Central Station in streets which were by now snow-clogged. Fortunately we were able to take an underground passage from Place Victoria to near the Station which was an absolute bedlam of stranded passengers. Once the tickets had been seen to (no mean feat in that crush) we retired to "Quo Vadis" for some blizzard dispeller. The train, due to leave at 5:15, never got away till 6:30 and as we left I remember muttering something about "being in for a long one". I was right. We finally struck Ste Foy at 11:05 instead of 7:40 and Mary and Antoni made Québec at midnight rather than 8:15. There was no way Diana could even get the car out of the garage to meet me so I walked the 1.5 miles from the Station home in the teeth of the gale.

The last few meetings with Professor Crépeau in December were devoted to going over the Report on the Family Court with a fine-tooth comb. In the main he found very little wrong with it, except for certain passages in Chapter IV which had to be touched up since this was a very delicate subject - the Family Court and the Constitutional problem. I breathed a sigh of relief when early in 1975 the Report was sent to the Printer. It was certainly the most voluminous work we translated, and while it actually contained no proposed legislation for the Civil Code it was full of forward-looking suggestions, and in the main was very well received by the public.

Also in December, the first part of the Report on the Family was printed. I was horrified to see the number of mistakes which had been made in the separation of words. This problem had never really presented itself before, but here it became glaringly evident that some new type of procedure would have to be introduced into our working methods to avoid this kind of thing repeating itself in the many other reports still awaiting publication. Accordingly, I wrote the following to Professor Crépeau:

Mr. President,

As each report of the Civil Code Revision Office is released to the public, I find myself faced with a recurring problem: the faulty separation of certain words in the final English version. Naturally the magnitude of this problem varies in proportion to the number of pages in each report involved (this perhaps explains my reluctance to raise it at all until now); in the Report on Arbitration Agreements, it was not particularly acute. On the other hand, in the Report on the Family this problem is quite serious. I am not the only one to observe this; in fact, only after receiving "remarks" from various other people interested in the text did I undertake a re-reading of the final version; I have just completed this re-reading and my findings were not particularly encouraging. I have indicated on a separate page some of the more flagrant errors I spotted.

As you are well aware, Sir, even a text prepared by a master but containing repeated errors in word separation will, to any serious reader, lose much of its beauty. To the purist, errors in word separation are on the same level as violations of basic rules of grammar. At the Law Clerk's Office I paid particular attention to this aspect of the work, so it is not surprising that in looking over the reports released until now by the Civil Code Revision Office I feel somewhat disheartened to see so many such errors, which could so easily have been avoided. (1)

My suggestion, respectfully submitted, to remedy the situation, is this: That once the final reading of each text is completed, and the text is approved for printing, I, or in my absence Dr. Plaice or Mrs. Ricard, in both of whom I have full confidence, be authorized to examine solely the words separated, and ascertain that each separation made complies with the rules. The procedure, not a lengthy one, would involve merely a rapid scan of the "English side" of each page, a stop at each hyphen, and a check as to whether the separation involved had been correctly made.

(1) (The final reading of each text before printing was done at the Revision Office, not by our team. - R.C.M.)

I am sure that this additional step could not help but enhance the public image enjoyed by the Civil Code Revision Office.

Submitted, Sir, with respect,

R. Clive Meredith.

Some of the more serious errors in word separation

Report on the Family

<u>Page No.</u>	<u>Separation</u>	<u>Correct separation</u>
2	mo/ther	not usually separated
6	plac/ed	words of one syllable are never separated
18	lar/gely	large/ly
30	conside/ration	consider/ation
48	ju/risprudence	juris/prudence
72	retai/ned	re/tained
86	solemniz/ed	solem/nized
96	pu/blication	pub/lication
144	sphe/res	see under P.6
153	whe/never	when/ever
155	lon/ger	long/er
176	equa/lity	equal/ity
321	di/sown	dis/own
328	ti/me	see under P.6
342	Commen/cement	commence/ment
354	loo/ked	see under P.6
363	dispen/se	dis/pense
364	wha/tever	what/ever
382	expres/sed	ex/pressed
384	wonde/red	won/dered
388	eve/ry	preferably not divided
396	resu/me	re/sume
481	practi/ce	prac/tice
484	decla/red	de/clared
505	pla/ce	see under P.6

These are only a few of the errors I noted, but I think this list is sufficient to illustrate the gravity of the situation.

R. Clive Meredith.

This procedure was followed for the rest of the project with excellent results.

The day before my Christmas holidays began, we submitted the typed and proofread text of what we presumed was the final version of the Report on Succession, but true to form, the Committee re-drafted almost the whole thing and the final Yellow Report only came out in April 1976.

It was at about this stage that my own relations with the CCRO began to sour just a little. It happened in this way. At one of our discussions over the Family Court Report I was rather irritated at the way Professor Crépeau would allow no time for discussion over any particular point, and acted in a particularly authoritarian manner. Although the meeting left me with a bad taste in my mouth, we agreed to meet again the next day at 2. Now he spent the better part of the afternoon on the phone, leaving me sitting at the work table thinking black thoughts. I felt a bit of a pawn, and resented it. When I mentioned this to Mary afterwards her reply was to the effect that whenever she returned from a visit to the CCRO she felt as though she'd just gone through a sudden demotion to Secretary Class III. That made me livid, but how to deal with the problem? It was really quite simple - with her consent I quietly began referring to her as "Dr" rather than "Mrs" Plaice (she holds a doctorat de l'université de Lille) and the result was quite satisfactory.

The President's behaviour over the Family Court-Report calls to mind an incident of the previous summer. He and I had so arranged (or misarranged) our summer holidays that he would be leaving on his the day after I would be returning from mine, so any further consultation would be out for two months. The Report on the Family was at the final discussion stage, and that stage was nearly complete, so I offered to stay over an extra day to complete the work, rather than have it hang fire for two months. He went overboard in his expression of gratitude, offered to cancel all appointments the following day and agreed to start at 9:00. I arrived at

the appointed hour, and he finally breezed in about 10:30. We did get to work immediately, however, and at 12:00 he proposed that we go out to lunch ("beer and a club"). As we were finishing the meal, he announced that he had "some chores to see to" and would be back at three. I cooled my heels again until he returned (from the cleaner's!) at the appointed hour; we resumed our work, but again we were interrupted: this time by frequent discussions between the President and Yves Caron. Finally, with my train due to leave soon, we had to abandon our attempt. I left in a very frustrated frame of mind - with proper organization we could so easily have dispatched the rest of our assignment and perhaps the Report on the Family would have come out two months earlier. Looking back, it seems a small point - after all, the report was published eventually, and the translation was a success (except for those word separations) but the whole situation was extremely grating at the time.

On my last trip in 1974 Professor Crépeau presented me with a personally autographed copy of the lecture he had delivered in Louisiana the previous summer. On the train I read his description of how the Greek law-maker Solon, having had his "Tables" approved, was offered any compensation he wanted. He requested a ship and ten years' sabbatical leave. The Québec Civil Service Commission should take note of the fact that the request was granted!

Another event of note in December was a meeting of senior people in the Government Publishing Branch, at which it was announced officially that funds would be available for the new Juridical Translation Division in the new fiscal year. My notes read "looks like a busy winter - they want to set it up in April". Actually I began working on it on May 21, when I was officially removed from the English Section, and we opened for business September 1.

In January 1975, some research revealed that to date we had translated 6,249 pages for the Revision Office. Of course, not all of these were full pages, and several represented texts which had been changed (and changed again) but still, on paper, it was quite impressive.

Execution of Wills

The Report on Trusts was prepared by now - it had been drafted in English so to his delight Antoni Dandonneau was asked to translate it. True to form, he spent, quite literally, days doing all the necessary research before getting down to his text, and took great pains to make sure everything was just so before finally submitting his work to the Office. Of course, the following week he was wondering whether it had been seen by anyone yet, and what they thought of it. Remembering my own impatience at the outset of the project, I tried to tell him that on occasion the Office did tend to drag its heels with regard to certain reports, reminding him that our first assignment, on which we'd been pushed so hard during the last part of 1973, had not been read yet. We heard nothing more on the Report on Trusts for some time - a couple of months later an inquiry revealed that the Committee had decided to redraft the entire report in French. I remembered the remark I'd heard on the train a year previously.

the other cases...

At about this time we began getting the first feedback from the members of the Bar and the Notarial Profession. The following arrived from Professor Perry Meyer:

Montréal, le 10 février 1975.

M. Paul-A. Crépeau, c.r.

Mon cher collègue,

Faisant suite à votre demande, je vous transmets par la présente mes observations quant au vocabulaire de la version anglaise du Rapport sur l'état civil. Mes commentaires ne visent que le projet lui-même, c'est-à-dire le texte proposé au législateur, et non pas les notes explicatives du comité.

Article 1. On traduit le mot "acte" par le mot anglais "record" partout. Il me semble que partout

le mot anglais devrait être "act". Ainsi, à l'article 1, il faudrait remplacer le mot "records" à quatre reprises.

Article 2. Remplacer le mot "records" par le mot "acts".

Article 3. L'expression française "directeur de l'état civil" est partout traduite par "registrar of civil status". Je trouve le mot "director" de beaucoup préférable pour plusieurs raisons.

Les mots "records" et "record" devraient être remplacées par "acts" et "act" respectivement.

Article 4. Le mot français "qualité" devrait être traduit par le mot "quality" et non pas "capacity".

Article 5. Les mots "registrar" et "record" devraient devenir "director" et "act".

Article 6. Dans le dernier paragraphe, le verbe français "annexe" devrait être traduit par "annexes" et non pas par "attaches".

Article 7. "Records" et "record" deviendront "acts" et "act".

Article 8. Le mot "record" deviendra "act", le mot "attached" deviendra "annexed" et, au deuxième paragraphe, le mot "file" deviendra "record".

Article 9. Le mot "records" deviendra "acts".

Article 11. Le mot "record" devient "act".

Article 12. Le mot "record" devient "act".

Article 13. Le mot "record" devient "act".

Article 14. Le mot "delivery" en anglais est très mauvais et devrait être remplacé par le mot "birth".

Article 15. Remplacer "delivery" par "birth".

Article 16. Remplacer "registrar" par "director" et "delivery" par "birth".

Article 17. Remplacer "registrar" par "director".

Article 20. Remplacer "records" par "acts".

Article 21. Remplacer "registrar" par "director".

Article 22. Je n'aime ni le mot "officiant" utilisé comme traduction du mot français "célébrant", ni le mot anglais "celebrant" qui serait une autre possibilité. Peut-être le mot "celebrant" est-il préférable, parce qu'il ressemble plus au mot français.

Article 24. Le mot "record" deviendra "act".

Article 25. Le mot "registrar" deviendra "director".

Article 28. Le mot "registrar" deviendra "director".

Article 29. Le mot "registrar" deviendra "director".

Article 30. Les mots "when necessary" ne traduisent pas adéquatement les mots français "le cas échéant". Une traduction préférable serait "as the case may be" ou tout simplement biffer les mots in question.

Le mot anglais "schedule" n'est pas une bonne traduction du mot français "annexe" et le mot "annex" ou "appendix" serait préférable.

Le mot "records" deviendra "acts".

Article 35. Le mot "registrar" devient "director".

Article 38. Le mot "record" devient "act".

Article 39. Le mot "record" devient "act".

Les commentaires précédents sont pour le texte du Code civil. Quant au projet de loi concernant le registre de l'état civil, je fais les suggestions suivantes:

Article 1. Le mot "registrar" devient "director".

Article 2. Le mot "registrar" devient "director".

Article 3. Le mot "registrar" devient "director".

Article 4. Les mots "civil status service" ne traduisent pas adéquatement le texte français. Je préfère remplacer "of the civil status service" par "of civil status".

Article 5. Le mot "registrar" devient "director".

Article 6. Le mot "records" devient "acts".

Article 9. Remplacer "the civil status service" par "civil status".

Dans les formules à la fin du rapport, on devrait faire les mêmes changements, c'est-à-dire que le mot "registrar" deviendra "director", le mot "record" deviendra "act", le mot "delivery" deviendra "birth" et le mot "officiant" pourrait devenir "celebrant".

Quant aux amendements proposés au Code de procédure civile, à l'article 1, le mot "registrar" deviendra "director".

Espérant que le tout est à votre entière satisfaction, je vous prie, Monsieur le président, d'agréer l'expression de ma considération distinguée.

Perry Meyer, c.r.
Professeur titulaire.

My reply was the following:

Québec City, March 13, 1975.

Mtre. Paul-André Crépeau.

Mr. President,

I have before me a photo-copy of a letter written to you on February 10, 1975, by Professor Perry Meyer, Q.C., with regard to the English version of the Report on Civil Status. May I be permitted a few observations in return?

Although the changes proposed by Professor Meyer are few, I regret to say that I do not agree with most of them. To be specific:

1. I would have been surprised had we not seen at least some continuation of the "act" v. "record" (of civil status) conflict. This does not in any way change my views on the subject, which I have already made known to you. The word "act", I feel, is much overworked in English Québec law, and while the Oxford English Dictionary supports its use here, I still consider that in this particular context it is wrongly used, particularly given the many other types of "acts" with which the law, both criminal and civil, is concerned. Taken out of context, the term "act of civil status" has little if any meaning to the average layman, whereas, in my opinion, replacing "act" by "record" would at least render some sense to the expression. Of course, if the word "record" is unsatisfactory to either you or the members of the Committee, I would be only too glad to seek a compromise. My sole concern is that the French acte de l'état civil not be translated by "act of civil status".

2. Professor Meyer suggests that the name proposed for the Registrar of Civil Status be changed to "Director of Civil Status". Why? Certainly the duties assigned to this officer are clearly those of a registrar (Art. 3(2)), and moreover, from a purely logical point of view, no person can actually direct civil status. (Perhaps the Chamber of Notaries reasoned thus when they suggested that the French Directeur be changed to Registraire.)

3. With all due respect, I cannot share Professor Meyer's view that the translation of accouchement (Art. 14) by "delivery" is "très mauvais". If the stress is on birth rather than on delivery, should the French text perhaps be changed? I note your use of the word naissance in the heading.

4. When the Report was being translated I wanted to use as "ecumenical" a term as possible to designate persons who would perform marriage ceremonies, and for this reason I deliberately rejected "celebrant", feeling that, to the detriment of other faiths, it smacked just a bit too strongly of Anglicanism or Roman Catholicism (celebration of the Mass). As professor Meyer points out, neither word is really ideal in the circumstances, although for the reason mentioned above I do prefer "officiant".

5. In the matter of the translation of annexe, Harrap's New Standard French and English Dictionary translates this word as "schedule" (to an act); the Oxford English Dictionary speaks of a "schedule" as "a separate paper ... accompanying a document. Hence an appendix to an Act of Parliament ..."; it should be noted that the "separate papers" accompanying our federal statutes (see for example R.S.C., 1970, cc. C - 14, C - 15) are designated "Schedules". "Appendix", to me, has a slightly pathological connotation, while I think of an "annex" as something added to a house.

6. I find that the words "Civil Status Service" in section 4 of the proposed Civil Status Register Act are a perfect translation of the French service de l'état civil. Professor Meyer seemingly wishes to place certain civil servants in the employ of civil status, which is logically impossible.

7. While the Oxford English Dictionary supports the use of the word "quality" in the context of the French qualité, Harrap's (op. cit.) seems to prefer "capacity". To my ear, "quality" in this context is a gallicism.

8. Finally, "court file" in Article 8 should in fact be "court record".

Respectfully submitted,

R. Clive Meredith.

Boarding the Rapido with Diana one evening, I felt a slap on the shoulder and heard a loud voice inquiring as to how things were going in the world of translation. The sight of Jean-Guy Lavigne brought back a host of memories. Two years previously, the former English Section, of which I was at the time acting head, had translated the first and third volumes of the Report of the Commission of Inquiry on the Position of the French Language in Québec. Jean-Guy was Secretary of the Commission at the time. The Commission had had to apply two years in a row for an extension of its mandate and this report was being anxiously awaited, so we were under considerable pressure to get it out as soon as we could. Meetings were held periodically to determine deadlines, production schedules and so forth, and it was at one of these that I had first met Jean-Guy. A tireless dynamo, he thought nothing of turning his nights into days whenever necessary, to speed up the work of his Commission. Sometimes, though, he gave the impression of carrying his efficiency just a bit too far: Every Friday night, 5 batches of 150 pages of final text were shipped to Montreal on the 10:00 bus. Each Commissioner was entitled to one copy of each batch. Jean-Guy would meet the bus in question, collect the five batches of text (one for each Commissioner) and begin his rounds, usually dropping the last batch off at 3:00 AM. Furthermore, he insisted on delivering the copies to the Commissioners personally! The example is a bit far-out, but it shows that here was a fellow who liked to get things done. Now he had been appointed directeur-général of the Régie de la langue française, and it was nice to see that people are still rewarded for devoted service.

Around this time we were treated to yet another fine example of how things were planned at the CCRO. Over lunch one Friday, Denyse Caron told me that the final text of the Report on the Family Court was ready, though it was suspected that there were errors in the English version. Indeed Mary had spotted a few while checking the word separations, so I agreed to re-read it. We agreed that I'd pick up a copy before leaving and I forgot about it until 4:00 when I presented myself to collect my expenses sheet. I was told three texts were ready: The master, one which Denyse had and on which it was assumed I would work, and a third which had been entrusted to a Mme Archambault, for a double check. Since the Minister was getting impatient, could the text be sent back to them by the following Tuesday? It was absolutely imperative that the printers have the text by the end of the following week. The

thought of spending a week-end poring yet again over 400 pages was anything but appetizing, but I had committed myself. When we tried to locate the copy on which I was to work, however, it was nowhere to be found! Since there was no other text available for me to work on, I left the assignment for Denyse Archambault and looked forward once again to a free week-end.

The next entry in my notes reads: "March 14 - 2 weeks later - text hasn't gone yet - no comment". No comment indeed!

About this time we received the text of the Final Report on Transport. It contained as a schedule the French Version of the Rules relating to Bills of Lading (a fine rhyming title), as laid down in R.S.C. 1970, c. C-15. Since the French text reproduced the statute verbatim, we presumed we were expected to do the same. My conscience professionnelle rebelled and I wrote the following:

Québec City, March 13, 1975.

Mtre. Paul-André Crépeau.

Mr. President,

Re: Report on Transport, Articles 43-64

Could not some means be devised for reconciling the letter and the spirit of the law in the above-mentioned articles? I realize that I may well be selfishly rushing in where any angel would fear to tread, but with all due respect for the writers of the Rules Relating to Bills of Lading (R.S.C., 1970, c. C-15), the style used here strikes me as cumbersome, verbose, and cluttered with examples of precisely what I am seeking to avoid in the English version of the new Civil Code.

I fully appreciate and respect the value of precedent in law, but still cannot help wondering whether or not a compromise could be reached to enable us to convey precisely the spirit of these Regulations while at the same time tidying up the letter.

In the meantime, further to your instructions, I have indicated that my proposed changes to these articles be ignored.

Respectfully submitted,
R. Clive Meredith.

Sometime later I received the following:

March 27, 1975.

Dear Mr. Meredith:

I have your letter of 13 March concerning the report on the Contract of Transport.

I fully appreciate your concern and were it not for the fact that the draft purports to incorporate international and federal legislation on the subject, I would fully agree with you. However, we would create important problems of interpretation and because of this, we must sacrifice the elegantia juris.

Thanking you for your continued cooperation in the revision of the Civil Code, I remain,

Yours sincerely,

Paul-A. Crépeau.

A personal appeal to the President proved futile.

By this time, we were doing quite a bit of what came to be called "patchwork". The procedure was as follows: almost every time we sent up a text as a final translation, the Committee concerned, or some member of it, would re-read the French version and make changes. These might involve a word or two, a sentence, or even a whole paragraph, and the text was returned to us so that the corresponding changes could be made to the English version. Even though the amendments were invariably well-indicated on the French text, this still involved much meticulous cross-checking on the part of the free-lancers involved. Inserting a word here, half a sentence there, and so on, is not the most challenging work, so these assignments were never the most popular, especially when the same text kept bouncing back three or four times; naturally this situation would give rise to periodic complaints within the translation team, and I fully understood, indeed could share, their feelings of frustration.

It was quite a different matter, though, when one of their number complained personally to Professor Crépeau to the effect that this kind of work was not very remunerative! This was tantamount to telling the President of the Civil Code Revision Office how to do his job, and I was sorely tempted to drop the individual concerned from the team. I took a couple of days to reconsider, though, telephoned him, and asked for a complete explanation. It seemed he had made the remark in all innocence, and when informed of the implications, he was most apologetic and promised solemnly to mind his own business from then on. He stayed with us.

Particularly irritating was the way the Revision Office seemed to take our entire team for granted, and expect any number of people to be on hand at a moment's notice. An example of this attitude was seen when the nine-page final draft of the Press Release on the Report on the Family was handed to Mary one morning with a request that it be translated and returned the same day. She started phoning, but no one was available. Finally, however, she managed to contact Everett, who dashed down to do the job. Of course, it was done on time, due to his marvellous ability to work under pressure, and Mary's willingness to put aside her current assignment to revise this one. The whole thing left a bad taste in my mouth, though, and on my next visit to Montreal I made a special effort to get the message across: Never assume any free-lancer can be available at a moment's notice.

The children's Easter holidays provided an excellent excuse for the family to visit Montreal for a couple of days. Diana, Helen, Ned and William drove up on the 4th of April, settled in at the Windsor and I followed on the 5:00 PM bus, joining them for supper. It was a glorious day and we looked forward, they to a change and me just to having them around. Unfortunately on awakening the next morning we were rather disheartened to see a slight snow falling. Meredith the eternal optimist: "Don't Worry - at this time of year it'll be melted by noon". How wrong I was. By the time I returned from work we were in a howling blizzard. No hope of any family outings that night. Next morning the storm continued to rage. I walked down to the office, but since I was the only one from both the CCRO and our own staff who made it, there was no one to provide me with any work so after about an hour I packed it up. (The elevator operator who had managed to arrive told me that one person had spent the night in the

building - "someone called Lavigne from the Régie de la langue française". It fitted the pattern.) As I walked up an absolutely deserted University Street at 10:00 AM, nothing was moving and all business establishments were closed, although the snow by that time had stopped and the weather in fact had cleared. I contacted the Roads Department and was informed, not to my surprise, that Highway 20 was still closed to Québec so there was nothing for it but to resign ourselves to another night. An interesting afternoon was spent "doing the underground city" with Ned and William. We did manage to get away the next morning.

The Report on the Family Court was released that week, all 700 pages of it. Seeing the sheer volume of it made me very thankful I had submitted my memo on word separations when I had. The excellent presentation might so easily have been brought to naught. I've already mentioned the comments we received on this work, and the fact that, thanks largely to Eric Oxford, the English was some 40 pages shorter than the French. As I had with all the Reports, I submitted a copy to Pat and was most flattered a couple of days later to receive the following:

A: Monsieur R. Clive Meredith

DE: Patrick F. Dooley

DATE: Le 30 avril 1975

Je vous remercie de votre délicatesse en me remettant le rapport sur le Tribunal de la famille qui émane de l'Office de révision du Code civil.

Bien que mes loisirs soient limités, j'ai pris le temps de parcourir une partie de la traduction anglaise de ce document.

Je suis un profane en ce qui concerne le Code civil, mais j'ai tôt fait de noter la qualité de la traduction anglaise de ce travail important.

Malgré mes carences dans le domaine du droit, je n'ai éprouvé aucune difficulté à goûter cette lecture à cause de la limpidité du texte anglais et de sa qualité, de même que sa bonne mise en pages.

Je n'ai pas de mal à croire qu'il s'agit-là d'un travail de prestige pour notre Service et je pense que vous serez d'accord pour que tous nos collaborateurs soient félicités pour leur contribution à ce que je qualifie être la meilleure traduction gouvernementale vers la langue anglaise que j'aie eu le plaisir de consulter jusqu'ici.

Veillez croire que dans ce travail vous jouissez, ainsi que les membres de votre équipe, de mon plus entier encouragement et de mon admiration pour votre souci de produire un travail de qualité.

P. F. Dooley.

As soon as Professor Crépeau saw this he insisted on a copy for the Minister of Justice.

In May, the President wrote to Pat as follows:

Le 9 mai 1975.

Monsieur Patrick F. Dooley.

Monsieur,

Je me permets de vous faire part du fait que, hier, ayant participé au Congrès du Barreau, j'y ai rencontré Me F.C. Muldoon, Président de la Commission de réforme du droit du Manitoba, qui a tenu à me dire combien il avait apprécié la lecture du Rapport sur le Tribunal de la famille. Il m'a expressément déclaré que la version anglaise du rapport était d'une haute qualité.

Je tenais à vous le signaler et je saisis l'occasion de vous redire toute mon appréciation pour la précieuse collaboration de votre Service à l'oeuvre de réforme du Code civil.

Veillez agréer, Monsieur, l'expression de ma considération distinguée.

Le Président

Paul-A. Crépeau.

One evening I was in Mr. Crépeau's office as he was talking on the phone to Judge Claire Dubé, Chairman of the Committee on the Family Court; he suddenly began dictating to me the following, as she read it - an extract from a letter by Professor Ian Baxter of Osgoode Hall:

"I really must congratulate you very much on the interesting Report of the Committee. Oddly, the English of your report is better than that of the Ontario Law Commission which I find over-heavy".

Is it odd that something written in English in Québec be written well?

Quite frankly, I was always quite surprised at the positive feed-back we'd received on that translation, since I never from the beginning considered it one of our masterpieces. I recall Kelly's remark when I informed her of Professor Baxter's comments: "Family Courts? When are they going to praise us for something good?"

Yves Caron threw us a conundrum in one heading on the Report on Security: conflits de droit et conflits mobiles. From what we could deduce from research, the two were synonymous, but since a distinction had been made in the French, we should try to do the same in the English.

Conflits de droit (conflicts of jurisdictions) presented no particular problems but what about the other half? "Mobile conflicts?" Hardly. Professor Crépeau couldn't help us and John Brierley as usual was un-contactable, so in desperation I phoned Judge Hugessen. He'd never heard of the expression and refered us back to Professeur Crépeau. Mary in the meantime proposed "conflictio mobilis". As yet no solution has been found to the problem since the heading was finally dropped in a later revision of the report.

One morning Bert Trudel called me into his office: The Justice Department's budget for translation of the Code had apparently run dry, and if the free-lancers wern't paid immediately, he stated, we would drop the whole thing. There was no way I would let almost two years' work on the project of a lifetime go down the drain for what I felt was obviously some simple administrative error. My immediate reaction was "Like Hell we will! If their funds are exhausted we'll take it on here in the English Section - it'll be a damned sight easier on me to stay down here anyway, but I'm not giving up the Code!" We stared at each other for a few long seconds ("eyeball to eyeball" would suit perfectly) then he turned away. Although never again was there any more talk of our dropping the job, it did take a couple of weeks before the matter was completely cleared up. It seems that as soon as Mrs. Robak had heard that the well was running dry, she immediately sent in a new application to the Treasury Board for funds, identical to the previous ones which had all included a mention of students to act as free-lancers. What none of us realized was that since the last application had been made the government had changed its policy with regard to the hiring of students, seemingly to avoid accusations of patronage. Naturally our application was somewhat delayed in being granted, but everything finally straightened out.

On May 20, I was summoned to Pat's office. His plans for reorganizing the Service had been approved and as of that date I was no longer attached to the English Section. That evening I received the following memo:

Québec, le 20 mai 1975.

Cher M. Meredith,

Etant donné que dans la nouvelle structure du Service de traduction vous aurez à assumer le poste de chef de la Division de traduction juridique, et cela suivant les décisions prises par la Direction le 7 mai 1975, je vous demanderais de commencer dès maintenant à penser à l'organisation de cette division. Par voie de conséquence, vous ne faites plus partie de l'actuelle Division de langue anglaise, à compter d'aujourd'hui.

La Division de traduction juridique s'occupera notamment de la traduction du Code civil, de la Gazette officielle, des jugements de la Cour d'appel (et de la Cour supérieure éventuellement) et de tous autres textes de nature juridique vers le français comme vers l'anglais.

Sans toutefois agir à la hâte, il y a une certaine urgence, car j'ai promis à M. L'Allier et au ministre de la Justice que la Division sera en opération le 1^{er} septembre 1975. Vous devrez donc penser à des choses telles que l'engagement de personnel, l'organisation de documentation de références (dictionnaires spécialisés et autres ouvrages semblables), répartition de tâches, la récupération et le classement de certains dossiers pertinents. Dans cette dernière tâche, MM. Trudel et Cliche mettront à votre disposition ce qu'ils possèdent en tant que dossiers reliés au domaine juridique.

Je suis à votre entière disposition pour faciliter cette tâche et je vous prie de ne pas hésiter à faire appel à moi chaque fois que vous en sentirez le besoin.

P. F. Dooley.

I wept not. On June 3, Pat wrote the following to Mr. Crépeau:

Québec, le 3 juin 1975.

Me. Paul-A. Crépeau.

Monsieur le Président,

Je vous remercie de votre lettre du 9 mai 1975 dans laquelle vous exprimez votre appréciation pour la collaboration de notre service à l'oeuvre de réforme du Code Civil.

Je transmets votre témoignage aux autorités du Ministère ainsi qu'à M. Clive Meredith et son équipe.

Il est rassurant, en effet, et très agréable pour les traducteurs de prendre connaissance des commentaires de personnes compétentes d'en dehors du Québec telles que Me F.C. Muldoon du Manitoba. Nul doute que ces expressions d'appréciation jointes à la vôtre constituent un encouragement additionnel à veiller sur la qualité de cet important travail.

Il me fait plaisir de saisir cette occasion pour vous informer que M. Clive Meredith a été nommé, tout récemment, chef de notre nouvelle Division de traduction juridique, qui sera en opération le 1^{er} septembre 1975. Il est bien entendu que cette nomination n'entrave en rien l'entente déjà conclue entre notre service et vous quant aux travaux reliés au Code civil.

Veuillez agréer, Monsieur le Président, l'expression de mes sentiments distingués.

Le directeur du Service de traduction,

Patrick F. Dooley.

Pat's next step was to call a general meeting to outline his plans and make them official. This was held at 3:00 PM on May 23 and I took the 12:00 bus down to attend. I must confess to a feeling of mounting excitement as the bus approached Québec. I was not only getting a chance to set up a new translation division, but also to take an active part in reforming government legal translation which I had long violently criticized. At last I had a chance to put up or shut up, and I didn't intend to shut up.

At the meeting, Pat laid down very clearly how things would function. Gone were the three Sections, French, English and Foreign Languages, and in their place were five new Divisions: Administrative, General Translation (under Marcia Chappaz), Scientific and Technical Translation (under Ilse Faille), Multilingual Translation (under Tadeus Pochylski), Juridical Translation, and a Revision Division, under Georges Cliche. This restructuring was by no means to be considered final and would be subject to review within three years. And so, like that, the old order changed. It was certainly the greatest step forward the fledgling Service had taken.

Meantime, back at the Code... the Report on Private International Law again reared its ugly head. Shortly after Pat's meeting I received a long-distance call from the author, Professor Jean-Gabriel Castel of the University of Toronto. There had been more changes (so what else was new?) to the French text, and he would like to finalize the whole thing before leaving on a European holiday. We decided on June 10 as our meeting date and the Revision Office arranged to let me have his text as soon as it was ready. As I have already described, the revision of his text had been practically a rewrite and although almost a year had passed since I'd submitted my revised version, it had never been re-typed. To bring the English text into line with the latest amendments to the French meant adding even more scrawl to an already heavily corrected text. I remember wondering whether this might trigger a "typists' revolt" but not one voice was raised in protest. The more I re-worked this report, the more discouraged I got. When a translation is badly done in the first place, the best revisor in the world can never bring it up to a truly high standard. I realised then that I should have scrapped the author's version the previous year and re-done it but now it was certainly too late since I only had exactly two weeks to have the English ready for the conference with the author.

We met, as arranged, at 10 on the 10th. To be honest I had expected to have to deal with a bit of a prima donna and was pleasantly relieved to find Professor Castel wasn't that sort at all, although he did throw me rather when he announced he was allergic to cigarette smoke. Mortification's good for the soul, though, so I respected his allergy. (Fortunately he occasionally had to go to the library to research some point or other and then it was that I would disappear to the "gents" for a few quick puffs - shades of boarding school!)

We slaved for two solid days, taking only an hour off for lunch but by the time we'd done, the text of the Report, both legislation and comments, was far more respectable than I'd ever dreamed it could be; indeed I was paid a compliment: The last eight articles of the Report, dealing with diplomatic immunity, had been copied, in the French version, verbatim from the 1961 and 1963 Vienna conventions on Diplomatic Relations and Consular Relations. Naturally Professor Castel had included the official translation along with the text. It is generally acknowledged that neither the English nor the French texts of any of these conventions is high-quality drafting, and some countries have attempted to re-draft them in their own language, only to run afoul

eventually. Certainly I found the texts full of everything I'd sought to avoid in the Code, and not realizing how sacrosanct they were, had re-drafted them. The author examined my draft closely, compared it to the original, called it a definite improvement and let it stand for the Report. (in the final version of the Code, however, the official Vienna translation was reinstated.) We ended our two days' marathon on that note, and I hopped on the 8:00 bus home, to sink thankfully into bed around 11:00. At last P.I.L. was behind us!

While the P.I.L. review represented one more hurdle jumped, a new situation had arisen a couple of weeks previously. The day before I left for the P.I.L. discussions, Pat called me in. I could tell immediately that something was quite amiss by the unusual questions he began asking and the hesitating manner in which he asked them. The Project was going well, was it? There were no problems that I hadn't told him about, were there? We were meeting all our deadlines? No problems with the Revision Office? I was just about to ask "What's with this third degree?" when it came: Someone had reported to the Deputy Minister of Communications, Florian Rompré, that the translation was holding up the Civil Code project. Rompré had asked Charles-Henri Dubé, Québec Official Publisher, to look into this and Pat had just been talking to Dubé. It didn't take long to reassure Pat that in fact we were meeting every deadline and that indeed the work was often being produced long before it had been asked for. We couldn't go any faster, however, than those who were preparing the original. Pat wrote the following to Mr. Dubé:

A: Monsieur Charles-Henri Dubé
De: Patrick F. Dooley
Objet: Traduction du Code civil
Date: Le 31 juillet 1975

Au mois de juin, vous me faisiez part de plaintes formulées auprès du sous-ministre, M. Rompré, à l'effet que notre service serait partiellement responsable du retard que l'on met à la révision du Code civil.

A ce moment-là, je vous ai dit que, pour ma part, je ne le croyais pas, mais j'ai pris la précaution de demander à Clive Meredith de me donner son avis à ce sujet et aussi j'ai donné suite à votre demande de contacter le président de l'Office de révision du Code Civil afin que l'on détermine si oui ou non notre service était coupable en quelque chose.

A mon retour de vacances, j'ai obtenu de Me Crépeau sa version de la situation et vous trouverez ci-joint copie de sa lettre.

Etant donné l'importance du Code civil en tant que document officiel, vous pouvez être certain que M. Meredith s'acquitte de sa tâche d'une façon admirable, mais vous comprendrez come moi qu'il lui est impossible d'aller plus vite que ceux qui sont responsables de la révision du texte français.

Je suis à votre disposition pour des renseignements supplémentaires au besoin.

Patrick F. Dooley.

I had reported this incident to Professor Crépeau and he prepared the following, which Pat attached to his memo to Mr. Dubé.

Le 2 juillet 1975.

Monsieur Patrick F. Dooley.

Monsieur,

Faisant suite à notre conversation téléphonique concernant une certaine rumeur selon laquelle la révision du Code civil serait retardée en raison des travaux effectués par le Service de traduction de votre Ministère, j'ai l'honneur de vous informer ce dont je vous ai fait part lors de cet entretien.

Je ne connais ni l'origine de cette rumeur ni les motifs qui ont pu l'inspirer. Elle est d'ailleurs susceptible de deux interprétations différentes: en effet si, d'une

part, l'on veut dire qu'il faut plus de temps pour publier un rapport de l'Office dans les deux langues qu'il n'en faudrait pour le publier en français seulement, la rumeur est alors parfaitement fondée, car c'est un fait inéluctable que la préparation d'un rapport comportant un projet de législation dans les deux langues législatives du Québec exige beaucoup d'attention, de vérification et pour cela, de temps. Si, d'autre part, l'on veut dire que le Service de traduction affecté à la traduction des rapports de l'Office retarde la réforme du Code, cela est absolument faux, car le Service que dirige M. Clive Meredith travaille avec conscience mais aussi avec beaucoup de diligence; les échéances sont respectées, parfois même devancées et l'on a organisé le système de façon à faire traduire les projets aussitôt que possible, quitte à faire faire des modifications inspirées par les critiques qui nous parviennent. Ainsi, les rapports déjà soumis sont traduits pendant que d'autres rapports - les quelques derniers à venir - sont en voie d'être complétés. Il serait donc tout à fait contraire à la vérité que la réforme du Code est retardée par les travaux de traduction de votre Service.

L'occasion m'est agréable de vous dire, une fois de plus, combien j'apprécie la haute qualité des services de traduction qui ont été mis à la disposition de l'Office de révision du Code civil. Et dans le projet final du Rapport de l'Office, je ne manquerai pas de signaler cette précieuse collaboration.

Veuillez agréer, Monsieur, l'expression de ma considération distinguée.

Le Président

Paul-A. Crépeau.

We never heard another word. I occasionally would speculate as to how this thing got started in the first place, but generally gave up after about five minutes - there could have been any number of sources for such a ludicrous explanation. The unfortunate thing was that it got as high as it did.

The (fourth and) final version of the Report on Obligations was ready at last for final study by Mr. Crépeau and me on the 18th. I took the early morning bus expecting to leave around midnight but the changes to be discussed were so few that I was able to leave at 5:00 with another "brick" (indeed the backbone of the Civil Law) disposed of. It was during this discussion, however, that Professor Crépeau mentioned for the first time the possibility of inserting in the letter of introduction which began each report a paragraph giving credit for the translation to the Juridical Division. When I agreed with this suggestion, he immediately gave the necessary instructions. I later proposed that the reference to the Division be dropped in favour of a reference to the Service. This was done for two reasons: First, Mary was not a member of the Juridical Division, and second, I felt that with all the support I'd had over the past year from various quarters within the Service it would be unfair for one Division to hog all the credit.

(Ah, the mills of the gods... On return from my summer vacation I was given the third version of the Report on Property to read through - yes - the one wanted originally in November 1973.)

The Report on Evidence was released around the first of August, the first in which credit was given for the translation. I found this was particularly appropriate since the initial translation of that one had been quite difficult. To begin with, the terminology was quite unfamiliar and much research had been required. Then, once the final English version was ready, I was called to meet with the Committee and discuss the translation. This was my first meeting with the Associate Chief Justice of the Superior Court, James K. Hugessen, who chaired the Committee. We started out thinking we could review the entire translation in one evening but soon got hopelessly bogged down in all sorts of matters of style so that in three hours we covered only 5 articles. On my return to Québec I wrote the following:

April 22, 1974.

Mr. Paul A. Crépeau.

Mr. President,

Further to the meeting of the Committee on Evidence held last Thursday, April 18, 1974, in your office, I spent a good deal of time over the past week-end in research and in reflection over some of the remarks made during our discussions.

Firstly, with all due respect, I cannot agree with Mr. Justice Hugessen on the use of the imperative "shall", either throughout the entire Code or simply in the section on Evidence itself. My views on this seem to be supported by Elmer Driedger, in his work "The Composition of Legislation". Chapter VIII of that book is devoted to some of the words more currently used in legislative drafting. One of these is the word "shall" which the author states is "much overworked in legislation" (1). I fully agree. Driedger also treats of the imperative in Chapter V of the same work (2), and stipulates that it should only be used when a person is commanded to do something. In the parts of the proposed Code which I have edited so far, I have seen very few instances of just this sort of provision. Moreover, the examples given by the author of cases where the present indicative is just as acceptable seem to fortify my argument.

Similar articles of the Code of Civil Procedure are just as imperative in meaning (3), yet these are expressed in the present, and I doubt whether this has led to any serious difficulties in interpretation. I do agree that in a statute, use of the imperative "shall" is perhaps indicated in some cases, but I should very much like to discuss further the use of that tense in the writing of a Code such as ours. In the case submitted by Mr. Hugessen, the "shade of meaning" we mentioned is very slight indeed,

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- (1) Driedger, "The Composition of Legislation", P. 87.
(2) Driedger, op. cit., P. 38.
(3) C.C.P., A. 46.

and use of the present could be no means render that article merely permissive. So I favour the use of the present indicative throughout the Code, with possibly a very restricted number of exceptions, which could be discussed later, perhaps at the final reading stage.

Secondly, as to the use of the formula "He who..." in reference to the subject, I reiterate my stand to the effect that this is archaic; again I refer you to Driedger (1) who time and again, in giving examples of sentence structure, begins with "Any person who ..." or "Every person who...". Nowhere is there any recommendation of the formula "He who...". Has not our consistent aim been to write a "twenty-first century Code", comprehensible to everyone? I am reminded of your analogy of the man at the Metro station.

Finally, I do not see why, in referring to the official gazettes of Canada and of the Province of Québec, we cannot give them the names by which they are known today. This would make for greater clarity, and if ever the names of so important organs are changed in the future, the legislation by which this would be done would surely provide an "omnibus clause" stipulating that "in any Act, regulation, order-in-Council ..." the old name would automatically be changed to the new. This is a common practice in Québec legislation (2).

All this is old ground, I know, but I feel that these "bones of contention" will crop up again at our next meeting with that Committee, when the final text will be analysed in depth. Accordingly, I thought I would put these notes on record with you. I shall be annexing an abridged form of this note to the final translation of the text on Evidence when it is referred to the Committee for final study.

Respectfully submitted,

R. Clive Meredith.

(1) Driedger, *op. cit.*, many examples, notably PP. 20.21.
(2) 1968, C.9, S. 90.

No one cried defeat and certainly no one cried victory, but the Committee accepted all my points. A few weeks later it was decided that Judge Hugessen and I could meet alone, without the other members, and go over the entire text. This we did and a very stimulating experience it was. Now, as I looked over the text in print, I decided we had done ourselves proud.

With the release of the Report on Evidence the flood-gates opened and a minor deluge of Reports descended on the unsuspecting public. It was most rewarding to see all that work finally in print rather than in the various stages of preparation. The work schedule had been revised and the objective now was to have all the Yellow Reports finished by Christmas, 1975 and the Draft Code written between June and December, 1976.

Back in Québec, the Juridical Division officially came into being on September 1. The staff was to consist of Edouard Jean, a veteran of both the French and the English Sections, Lucette Picard, a new acquisition who'd spent the previous 20 years at Reed Paper (formerly Anglo-Pulp), Donald Hughes, a transferee from Education, and Colin Roberts who'd ranked top in that year's Civil Service French-English exam. Later we would also acquire Colette Gosselin and Hélène Poulin of the Official Gazette staff.

On September 11 the final printed version of the Report on Obligations was released. I remember re-reading it critically on my return train journey, and concluding that we had done a top-notch job on the most important articles in the Code. That was actually the happy ending to what had been a most frustrating afternoon. As I was finishing my revision of the changes to "Property" one of the typists from the Revision Office walked in with two sets of papers in her hand; one, yet another series of changes to the text on which I was working, and the other, a new set of changes to those changes! The Meredith temper flared, and I said all sorts of nasty (but true) things about bad organization, left hands and right hands, and so forth. Then, having got that off my chest, I settled down and finished all three sets of changes in time to catch the Rapido and sink into a comfortable chair with "Obligations". But that time I allowed myself a double ration of unwinding fluid.

P.I.L. raised its ugly head again about now. A meeting was held between Professor Crépeau and the author of the Report, Jean-Gabriel Castel, and a colleague of Professor Crépeau's, one Patrick Glenn. Purpose of the meeting was to re-examine the English version. I wasn't invited, but didn't bother too much about it since I figured that Professor Castel and I had done a quite satisfactory job on the text the previous summer. The meeting was scheduled for a Friday, and the following Monday I contacted Madeleine Caron-Montpetit, out of curiosity, to find out how things had gone, since she was to have been kept aware of proceedings. Professor Glenn, it seemed, had re-read the text before the meeting and submitted 113 pages of corrections. This I simply could not digest and I asked for a photo. It arrived the next day. I was absolutely incensed at the nature of these "corrections" (for example, changing the name of the Revision Office to "Office of Revision of the Civil Code".) True, a very small number of changes had to be made to the terminology, but this didn't surprise me. My general impression was that Professor Glenn had wasted hours of his, my and Professor Crépeau's time with his drivel; when I reported this to the President he was every bit as disappointed as I had been and ended up asking me to revise Glenn's work - what a chore it was! The man may be able to lecture in English but he certainly can't write the language.

On September 25, the Report on Annuities was released. The Honourable George C. Marler had been a member of the Committee entrusted with preparing the French version of that report, and a couple of weeks after it was published I received what I had been expecting since the project began, via Judge Gérard Trudel of the CCRO.

7th October 1975.

Hon. Judge Gérard Trudel.

Dear Judge Trudel,

Though heretofore we have corresponded in French, this letter is written in English because it deals principally with the English translation of the Articles which are proposed on Annuities.

I wish to begin by saying, I hope not too unkindly, that the English translation of the proposed Articles and also of the comments was far from good and if I had seen it before the yellow book was published I would have asked that substantial changes be made as I would not wish to have been associated with the English translation.

I have not attempted to re-translate the comments on the proposed Articles as this, it seemed to me, would serve no useful purpose but I have gone over the text of the Articles and I attach my suggestions of what a proper translation of the French text should be.

There are one or two comments that I would like to make concerning the changes I propose:

1. Article 1 uses the expression "periodic prestations". I could not find the word "prestations" in two good dictionaries and the definitions I found in two larger dictionaries seem to me inapplicable to Annuities. The Shorter Oxford English Dictionary gave for "prestation" (used apparently for the first time in 1473) the following:

"The action of paying, in money or services, what is due by law or custom, or feudally; a payment or the performance of a service so imposed or exacted; also, the performance of something promised".

I think that the expression "periodic instalments" would be much more easily understood and, I think, faithfully translates the word "prestations" with which I am quite familiar.

2. Surely the expression to be used for a "non-life" annuity is a "term" annuity.

3. Following the French which uniformly uses the verb "constituer" the English should, I think, be the verb "constitute" and not "constitute" in one place and "establish" in another.

4. I have tried, when the French text followed closely the present Articles of the Code, to use the corresponding language of the English Articles except when some slight

change in the French made it seem desirable to improve on the present English text.

In going over the yellow book a few other thoughts came to my mind:

Article 10. I am wondering whether in the case provided for in Article 10 it should be said that the annuity is "extinguished". I think that it would be better if the word "expiry" were used as it is in Article 9. I think that "expiry" contemplates the term coming to an end whereas "extinction" implies the total disappearance of the annuity.

(....)

Article 16. I was somewhat surprised to find in Harraps that "prêt à fonds perdu" was translated as "a loan without security" and I therefore wonder whether the meaning of the term is sufficiently clear as Article 16 is now drawn. The English translation shows that the translator had no idea of what it meant.

(....)

Yours very truly,

George C. Marler.

My answer read:

October 17, 1975.

Mtre. Paul-A. Crépeau, President.

Mr. President,

I have before me a copy of a letter from The Honorable George C. Marler to Judge Gerard Trudel. This letter is dated October 7, 1975.

Mr. Marler's letter contains various suggestions for the improvement of the English text of the Report on Annuities. May I be permitted to comment on these?

1. I would certainly prefer the expression "term annuity" to "non-life annuity".

2. The English translation of constituer should in fact be "constitute"; the word "establish" was inserted in Article 5 by error.
3. If the word "expiry" were to be used in Article 10 as it is in Article 9, I think the French extinction in Article 10 would have to be replaced by expiration.
4. Mr. Marler's comments on Article 12 seem to apply more to the substance of the law.
5. With regard to the translation of prêt à fonds perdu in Article 16, Mr. Marler is perfectly right when he says the translator had no idea of what the expression meant. The translator did, however, take considerable pains to consult several sources, and there was much discussion as to exactly what the French text implied. If the expression "loan made with no obligation to repay" is acceptable to the Committee, I see no objection to its use.
6. Mr. Marler's comments on Article 17 apply to the substance.
7. I see no objection to the use of the word "revertible" in Article 18. (1)
8. I cannot find the word "certain" anywhere in Article 19. (1)

As to Mr. Marler's proposed translation of the Articles, I have compared his version with the text of the printed Report. This comparison was made as objectively as possible, but in all honesty I feel that only in the following cases would we be justified in substituting Mr. Marler's text for that submitted by the Committee.

- (a) The second paragraph of Article 1.
- (b) In Article 5, the word "constitute" should replace the word "establish".
- (c) Article 16.

(1) These remarks are in answer to observations included in Mr. Marler's comments on the substance, not reproduced here.

In closing, I contend that the high quality of the work done by my staff has been retained in the translation of this report. I am proud to have been associated with it.

Respectfully submitted,

R. Clive Meredith.

Having known Mr. Marler during my days at the Assembly, I was not in the least surprised that this had happened. Indeed, I had anticipated just this kind of thing at the meeting with Mr. Crépeau and Henri back in 1973 and when Mr. Crépeau had mentioned Mr. Marler as one of the "experts" to whom texts might be referred for approval, I had objected.

I must make a point clear - I am by no means belittling the brilliant career this man has enjoyed, both as a public servant and as one of the most admired members of the Notarial Profession in the Province. He is truly a "gentleman of the old school" with a charm that no one could resist. Unfortunately, during his years in the Assembly and later in the Legislative Council, he had set himself up as an "expert" in legal-drafting which I regret to say he was not. I saw on several occasions draft translations of amendments to legislation, prepared by him, which just did not stand up from a grammatical point of view. His criticism of this report was rather weak, with the exception of his remarks on "prestations" and "non-life annuities", and his re-draft of the proposed text was certainly no better than ours, as witness his proposed Article 12:

"The seller is bound to:

1. transfer the right of ownership;
2. deliver the thing; and
3. is responsible for latent defects."

A few days later, I received the following, quite unexpectedly:

October 22, 1975.

Mr. R. Clive Meredith.

Dear Mr. Meredith:

I have your letter of 17 October concerning the Honourable George C. Marler's draft articles on Annuities.

We shall examine these, together with the substantive observations which will be sent to us.

Concerning the prêt à fonds perdu, I take full responsibility for this. I was pleased to note the good spirit with which you received Mr. Marler's observations. This is the sort of thing the Office receives also for the substance of the reform. We must re-examine our report in the light of these observations and do our best. I should like to close by saying that these observations in no way affect my appreciation for the high quality of your cooperation in the preparation of the Draft Civil Code.

With warmest personal regards.

Paul-A. Crépeau.

A very kind gesture on the President's part.

October was "anniversary month" at the Revision Office. Professor Crépeau had undertaken this project ten years previously and at the same time Madeleine Caron-Montpetit had joined him. The 23rd of that month marked the second anniversary of the beginning of our own assignment. Mary and I felt that something must be done to mark the occasion, but something not quite as lavish as the previous year's "chez Queux" effort. A wine and cheese party seemed a reasonable compromise so a couple of weeks before the appointed date I extended invitations to the Revision Office staff, who graciously accepted. A few days before, Pat, whose wife was seriously ill at the time, realized he wouldn't be able to make it, so he delegated Bert to represent him. Mary, Antoni and Kelly had selected an excellent assortment of wines and cheeses and these were most attractively laid out in the various offices of our suite. The team began arriving at 3:00 but unfortunately Kelly, who had worked so hard to prepare this little party, was detained at CFOX doing traffic reports. Once all was in place and everybody had arrived, someone suggested that we open a couple of bottles and toast our own achievements before the guests arrived. I'd just finished saying the "few short words" which any toast of this nature requires, when Mary walked my way bearing a small package, nicely wrapped in white tissue paper. "Something from us for your library". I was completely taken aback and on opening the box found a custom-bound reproduction of a dictionnaire de l'ancien droit canadien which had been compiled in 1809 by

a law student named Justin McCarthy. The binding and lettering were excellent, to my own initials on the back. Not being accustomed to receiving that sort of thing I was speechless for a couple of seconds, but finally managed to blurt out what I hoped conveyed my feelings. Certainly that one gesture more than compensated for all the frustrations of the previous years. The book now occupies a place of honour in my office, and while the contents are great fun to read in spare time, I invariably find myself turning back to the card pasted inside: "To Clive - on the occasion of the second anniversary of the beginning of the translation of the '21st Century Civil Code'. Something special for your library, with all our best wishes". It's signed by Everett, Earle, Kelly ("per Mary"), Antoni, Mary, Denise Singler (typist at the Montreal Office), and Margret.

A few moments later our guests arrived: Professor Crépeau, Mrs. Robak, Madeleine, and both Denyses. The whole thing was an unqualified success and we received many favourable comments the next day. Some time later I received the following:

November 25, 1975

Mr. R. Clive Meredith.

Dear Mr. Meredith,

I wish to thank you most kindly for the lovely wine and cheese party you and your colleagues organized to underline our two years of fruitful association.

With the final coordination starting in January, we may look forward to another full year and possibly a third anniversary.

Yours sincerely,

Paul-A. Crépeau.

The reference to a "third anniversary" was a bit demoralizing!

In September, 1975, it was announced that the Translation Service would move from d'Artigny to a new building at 1281 Charest Boulevard West, just down St. Sacrement Hill from the Jeffrey Hale Hospital. Once again, we were informed, we would be in a "landscaped office". This did not sit very well with certain of the staff, particularly me. I remembered all too well the days in "Complexe G" where in order to be able to concentrate at all with all the racket around me I had to resort to anti-noise ear plugs, of the type used on construction sites. Knowing the effort Pat was putting into this and the genuine cooperation he was receiving from Public Works, I determined to keep an open mind. In November we received our final orders: The move was to take place over a certain week-end. We got busy and packed everything and on Friday night while I as usual was in Montreal the staff bade farewell to the maison d'Artigny and Parliament Hill. I arrived at my new site of work the following Monday with a good deal of trepidation, but within five minutes after arrival I realized that my worries had been without foundation. I found a large spacious area with lots of space allocated to each person, and six-foot screens everywhere. There was a closed-in conference room (it and Pat's office were the only enclosed spaces in the entire area) and a very sizeable space for the library. What struck me was the generous allowance of space given to each translator, and the equally generous use of sound-absorbing fabric. Later we would obtain "silent" typewriters and these made a good contribution to noise reduction. Our Division was particularly lucky, having been assigned the area at the south end of the building, which meant that three of us were able to enjoy offices with the morning sun, although the cliff below which we stood blocked this for a few months of the year. The whole thing provided proof that office landscaping can work. The site, however, was not the best. It was far removed from the main bus lines, and this presented a real problem for those who lived in the city and had no other means of transport. For those of us who'd spent years on Parliament Hill, adaptation was also difficult, and for a long time we would talk with nostalgia of the good old days when one could eat lunch in any of a number of fine restaurants and from there take a stroll "down to the Gate" or "over to the Plains". Charest Boulevard will never be Grande-Allée.

Still, what counts in a place of work is the actual working surroundings - after all, lunch time only lasts an hour and a half. While this office does leave a few things

to be desired (the air conditioning for instance), most of us soon adapted very well to it. Our proximity to "the Jeff" inspired Suzanne Morel to write:

"Not wind nor rain nor blust'ry gale
Can ever hold us back.
So thank the Lord for Jeffery Hale
In case of heart attack".

(As of the date of writing, no one has succumbed yet.)

It was at about this time that I began to notice at the Revision Office that changes were being made to the final version of our translations; this was done without consultation, frequently to the detriment of the text, by persons who lacked the required knowledge of the language involved. This type of thing is a translator's nightmare. I had turned up one morning ready to review with the President certain points on the final version of the Report on Security, one of Yves Caron's texts. The message came through that the text was at Caron's home and because of the snowstorm raging outside it could not be got down to us. The second part of the message was not to worry: we would not need to discuss the changes after all, since Caron had submitted to the Committee all the questions which the President had intended to discuss with me, and they had been answered to his satisfaction. The point is that there was not one English-speaking person on that Committee. I insisted that Mr. Crépeau do all in his power to retrieve the text, and he finally succeeded in doing this. We discussed it at length the following week and some of the recommendations of the Committee were reversed so that the text read better. Still, it was at this meeting that we had imposed on us the translation of Article 18 on floating hypothecs ("A hypothec may be a floating one"). I argued tooth and nail, proposing all kinds of alternative suggestions, only to run up against the same brick wall: "That's the way the Committee wants it". I did manage to have the text revised to its present form ("A hypothec may float") before the Code was printed finally, but at the time I was most annoyed to find myself having to bow to a group whose language was not that of the text, and wrote the following:

January 6, 1976.

Mtre. Paul-A. Crépeau.

Mr. President,

I have been quite discouraged recently by the manner in which certain changes have been made in the English of some of the more recently-published reports, changes seemingly not deemed important enough to merit discussion between you and me. I refer in particular to the Report on Security, and to those on Private International Law and Change of Name. While most of the changes made have been of little consequence, on occasion a wrong word has slipped in, with the result that what started out as a respectable English sentence or paragraph has suffered.

For this reason, I make the following suggestion which I strongly recommend be implemented: that henceforth, every change proposed for the English version, no matter how small, be discussed with either me or Dr. Plaice; that nothing be taken for granted, no matter who is responsible for the alteration.

I am aware that even this will not produce perfection but it could well bring us that much closer to it.

Respectfully submitted,

R. Clive Meredith._____

A week or so later, another incident occurred. As I sat in Mr. Crépeau's office one day, Mrs. Robak announced that a "Miss Rogers" was waiting for him. He disappeared into the hall, where I could see him engaged in conversation with a young lady. Figuring she was one of his students and had come down to discuss some assignment or other, I thought little of it. It turned out later that I was right - she was a senior student, and her "assignment" had been to read our texts, making corrections where necessary. Of course the President was free to choose whoever he liked to re-read our texts. What I resented slightly was the fact that I was never officially told about this or even introduced to her, even despite the following veiled request:

January 6, 1976.

Mtre. Paul-A. Crépeau.

Mr. President,

Over the past year I have greatly enjoyed and appreciated the opportunity of working with Mtres. Archambault and De Lanauze whose contributions in "touching-up" the English of the Yellow Reports have been invaluable in many cases. Now, with the Final Report being coordinated and prepared, more people are being entrusted with the study of the English version; I sincerely hope that I shall be able to enjoy as close a working relationship with them as I have enjoyed with the "old hands".

Respectfully submitted,

R. Clive Meredith.

I later heard some very complimentary things about Sanda Rogers from a fellow student, and rather regretted that we had never had the chance to work together. We might have been able to combine our resources and accomplish something.

About this time we heard again from the Honourable Mr. Marler, this time regarding the Report on Sale. His remarks were as usual derogatory.

30th October, 1975.

Paul-André Crépeau, Esq., Q.C.

Dear Mr. Crépeau,

I must say that I found it very pleasant to be associated with you, Judge Trudel and the other committee members in the consideration of Annuities and the Contract of Sale. I found the discussions very stimulating and I thought that my own knowledge of these subjects was improved by the consideration of the new texts. I am sorry that I cannot be as enthusiastic about the English text of the proposed new articles.

I wrote Judge Trudel about the English text of the articles on annuities and learned from him that the translation is outside the scope of his own activities, so that I am writing to you about the English text of the Contract of Sale. I would much have liked to have seen the Yellow Book before it was published because I would not have agreed to the publication without the English being revised.

More specifically I would not have agreed either to the words "seller" and "buyer" which have been used since 1866 being replaced by "vendor" and "purchaser", or to new English terms replacing those that are now used in the Code in those cases where no substantial change has been made in the French text.

It seemed to me, also, that the translator not only failed in many instances to use what was the obvious translation of the French but used language that was not an exact translation of the French. For example take Article 23 which says:

"Le vendeur n'est pas tenu de livrer la chose si l'acheteur n'en paie pas le prix."

Surely the obvious translation is:

"The seller is not obliged to deliver the thing if the buyer does not pay the price."

which, like the French text, follows the language of CC 1496. Instead of the obvious - which has the virtue of over 100 years existence - I find:

"No vendor is bound to deliver the thing unless the purchaser pays the price."

There are many similar examples that I could cite, but I think that one will do, but there are many cases in which the technique of using "No vendor" or "every Vendor" has been adopted, though, in my view, this is not at all like the very clear, limpid English which characterises the English version of the Civil Code.

Though it is obvious that nothing can now be done to improve the English of the Yellow Book, and particularly of the Comments, I did think I could improve on the text of the articles and, therefore, enclose a translation which might be considered as an alternative.

With best regards, I am,

Yours sincerely,

George C. Marler.

In addition, Mr. Marler submitted a proposed re-draft of all 104 articles involved. My notes at the time read "If it were Frank Scott (1) saying this I'd quit". As it was, all I could do was feel sorry.

(1) Retired Professor of Constitutional Law at McGill and a nationally-recognized authority on translation. I had from the beginning hoped that he would act as final revisor of our texts, but whenever I requested this of the President the answer was always that it would be impossible.

The December 3 issue of "Québec-Inter", the Communications Department's monthly publication, featured Pat's cover story on our project, with the photos taken in Montreal by Doctor Bokor. It provided a very good description of the work we were doing, but in addition was the first real coverage of anything done by the Translation Service, and we were pleased that the Code translation had been selected as a means of putting the Service on the map.

We "broke" for the Christmas Holidays on December 18, and I didn't return to Montreal until January 22 when the hassle resumed. Professor Crépeau insisted that in the Report on Substitution we use two expressions which made no sense at all. On the 23rd I wrote the following:

January 23, 1976.

Mtre. Paul-A. Crépeau.

Mr. President,

Further to your suggestion, I took the liberty yesterday of glancing over the text of the proposed Law on Substitution. Since we will probably be meeting on Wednesday, I thought you would like to see this note beforehand.

The expression "to deliver over" as used in the existing Code makes no sense whatsoever in English. I am most strongly opposed to our retaining it. As an alternative, may I suggest the expression:

"to make delivery"

(this avoids using the work "deliver" which you seem to find unsatisfactory) or

"to remit".

Perhaps we will be able to think of others on Wednesday.

Secondly, as I have already mentioned, the construction "prohibition to ..." is not acceptable in English. (I only learned this myself recently and am still having a little trouble adapting, so I can understand your reluctance to use any other form.) The accepted construction should read "prohibition against" followed by the gerund, e.g. "prohibition against alienating", or by the noun, e.g. "prohibition against alienation".

Respectfully submitted,

R. Clive Meredith.

My notes read: "It does make me furious to have some of the slop in the Old Code imposed on us, on the strength merely of 100 years' existence". Indeed, this was one of the most challenging, but at the same time frustrating, aspects of the whole job: the battle merely to make sure the Code was translated into respectable English. The points submitted on this one were eventually accepted but not without some discussion.

The Office was receiving comments on the substance of the proposed law from all kinds of sources, but the comments on the translation were very few. We took this as meaning no news was good news, and that the public was generally satisfied. This is not to say, however, that the prima donnas held their tongues. Far from it! Note his letter of October 30, 1975, in which the Honourable George Marler described our work as "not at all like the very clear, limpid English which characterises English Version of the Civil Code". W. S. Tyndale wrote:

I feel obliged to make another observation in regard to the English text. In this and in many other reports, it is apparent that the French text was drafted first. Whoever is responsible for the English text appears to have undertaken an independent, unfounded, awkward and inaccurate translation from the French; the existing Civil Code as amended to date may be criticized for some things, but not for its language. Even in cases where the proposed French text follows exactly the existing French text, the proposed English text does not follow the existing English text; this multiplies my objection to change for the sake of change; particularly in cases where the French text is not to be changed, for God's sake, don't change the English!

(Actually that is from a letter dated June, 1972, when we weren't involved, but I feel the remark is still pertinent). Again Tyndale (January 21, 1976(extract)):

I am aware that the translation service of the Department of Communications of the Province does excellent work. However, any translation from French into English of such an important piece of legislation as the Civil Code must be made by a person who knows and loves the Civil Code and who also knows and loves the English language.

Tyndale's note dealt primarily with the substance, so is not reproduced in full. I answered it briefly and my reply to his criticism read as follows:

I note the qualifications which Mr. Tyndale requires of any person translating the Civil Code from French into English. My staff possesses them all.

Tyndale and the Honourable Mr. Marler were our principal, in fact almost our sole, critics, and while I naturally resented their high-handed attitude, I could understand it. To them, as to any others in their professions, the Civil Code was part of a way of life. They had grown up with it and spent years learning its provisions by heart, and they revered not only those provisions but also what they stood for. Of course any needless change to these articles would be tantamount to sacrilege. What they failed to see (or had perhaps forgotten) was that, for all their love for it, the Code did in fact leave a great deal to be desired as far as grammar and terminology were concerned. If this was to be rectified, now was the time.

The Honourable Mr. Marler again entered the fray, this time with regard to the Report on Substitution, which was due to appear shortly. Now he was insisting that a copy of the text be sent to him before it was sent to the Printer, and the President consented to his request. I was by no means pleased to be informed of this, and dreaded the inevitable confrontation. It never occurred, however: Mr. Crépeau did in fact send Mr. Marler the final draft, but only two days before it was sent for printing so of course there was no way any comments could be made, much less discussed.

By this time we were beginning to see the light at the end of the tunnel. With only three or four more yellow reports left, we could talk in Churchillian terms of the "end of the beginning", but we were not yet on the point of packing up and leaving. Now began the lengthy process of putting the Final Report together: Each yellow report was re-drafted by the Office then sent back to the committee which had drawn it up in the first place. That Committee was allowed three weeks in which to make any comments. Next the entire text was re-read by a comité de lecture and only

at this stage was it sent for translation. As Renée and I discussed this one day, we realized that there still had to be at least another year and a half before publication, unless of course the government stepped in and stopped everything. Although this seemed anything but palatable I gathered from bits of conversation snatched here and there that it was always possible. Fortunately it never occurred.

The Report on Succession was released on April 4, and I was sure some know-all would jump down our necks for leaving out the "S" on the word "Succession" in the Title but it never happened.

As a general rule, Mary and I made no comments on the substance of the Civil Code. I guess we were too busy concerning ourselves with the form. However, in this report, the entire Juridical Division, plus Mary, found themselves in the act. It happened thus: Article 238 of that Report read:

Article 238

When the testator knows neither French nor English, an authentic will may be drafted in a foreign language, provided the notary and the witness know such language. The notary records in the deed the testator's declaration that he knows neither French nor English, and the witness's declaration that he knows the foreign language used by the testator; he then draws up the will in the language of the testator, and immediately translates it into either French or English.

The text in the foreign language makes proof until improbation; the translation makes proof of its conformity to the original until proof to the contrary.

While I was reading this article over a final time I thought it demanded far too much of any notary, even assuming he in fact had a fair knowledge of the testator's language. I had photo-copies made of the article in question, distributed them to the staff and Mary and, without telling what was on my mind, asked each of them to write me his or her opinion of the article, in the form of a note de service.

In due course, I received the following, all of which were duly submitted to the Office.

To: R. Clive Meredith
From: Donald Hughes
Date: April 15, 1976

Article 258

This article seems to me dangerous on several counts.

1. The notary is to know the language of the will; however, no degree of knowledge is specified. How can one be sure that the notary has sufficient knowledge of the foreign language (1) to understand perfectly the testator's instructions (2) to prepare the will in that language?
2. The notary is to translate the will into French or English. Translation is a totally different skill from that of notarial practice. Lawyers do not translate in court, but rely upon interpreters who are trained in translation and interpretation.
3. The expression "sur-le-champ" is alarming. Even a qualified translator who knew the foreign language and French or English perfectly would hesitate before producing an immediate translation where precision is essential.
4. The official status of an amateur translation on the spot by a person whose knowledge of the original language may be limited seems ill-advised and likely to lead to litigation.

To: Clive Meredith, Head, Juridical Division
Translation Service
From: Colin Roberts
Date: April 15, 1976
Re: Comments on Article 238, new law

1. The expression "know (a language)" is not defined and should be defined. Some criterion must be applied, for example, to decide whether the testator's knowledge of English or French is in fact less than the notary's

(or the witness's) knowledge of the foreign language. Language "knowledge", if left to the interpretation of the witness and the notary, can range anywhere from mother tongue knowledge (with a good chance that the testator will be understood) to superficial familiarity with the language (with great risk of misinterpretation of the testator's intentions).

2. Even supposing that the notary understands the foreign language adequately, he may not be a practicing translator and, if not, he should not "immediately translate" the will into French or English, but have it translated by a competent translator.

3. There is danger in a notary's drafting of a will in a foreign language. If the language is not his mother tongue, and yet he feels competent to translate it into French or English, there is a good chance that his original drafting in the foreign language was influenced unduly by what he anticipated as the French or English version. In short, the foreign language draft may be faulty, containing gallicisms or anglicisms which if strictly interpreted may misrepresent the testator's wishes - a real danger if the foreign language version is to be the legal one; the notary might better draft the will in French or English after making sure of the testator's wishes.

4. Summary: (a) No will drafted in a foreign language (or any language, for that matter) should be translated other than by a practising, competent translator (however that may be determined).

(b) A will should not be drafted in a foreign language except by a notary whose drafting competence in that language is somehow defined as sufficient (e.g., it is his mother tongue), or who has some defined assistance in his drafting (e.g., an assistant whose mother tongue it is).

A: M. R. Clive Meredith
De: Edouard Jean
Date: 15 avril 1976
Objet: Code civil - Article 238 - Droit nouveau

1. Je me permets de vous soumettre en pièce jointe une rédaction modifiée de l'article 238 déjà suggéré.

2. Quant au fond, par opposition à la forme, le changement que je propose touche la traduction du testament en langue française ou en langue anglaise.

3. Pour ce qui est de la forme de l'article je suggère d'éviter l'emploi de l'expression "langue étrangère".

Edouard Jean

Article 238

"Le testament authentique peut être rédigé en une langue autre que le français ou l'anglais, lorsque le testateur ignore ces langues, à la condition que le notaire et le témoin connaissent la langue utilisée par le testateur. Le notaire consigne dans l'acte la déclaration du testateur qu'il ignore la langue française et la langue anglaise, et la déclaration du témoin qu'il connaît la langue dont use le testateur; il rédige ensuite le testament dans la langue connue du testateur. La traduction en langue française ou anglaise du testament est jointe à l'acte au moment de la signature.

Le texte rédigé dans la langue utilisée par le testateur fait foi jusqu'à inscription de faux; la traduction ne fait foi de sa conformité à l'original que jusqu'à preuve contraire."

A. Monsieur Clive R. Meredith
De: Colette Gosselin
Date: 27 avril 1976
Objet: Article 238 du Code civil (Rapport sur les Successions)

1. La portée de l'article 238 dépend largement du sens que l'on donne à l'expression connaître une langue étrangère.
 - a) Pour qu'il y ait entente parfaite entre le notaire et son client quant à la rédaction proprement dite de l'acte, ne faudrait-il pas que le témoin ait plus "qu'une connaissance de langue étrangère" (l'expression est assez large)? Ne pourrait-on pas exiger, soit que ce témoin soit lui-même interprète professionnel, ou encore qu'une quatrième personne, elle-même interprète professionnel, soit présente?
 - b) Peut-on s'attendre à ce qu'un notaire qui connaît une langue étrangère rédige dans cette langue un acte instrumentaire qui soit valable au même titre que celui qu'il rédigerait dans sa propre langue (ou du moins dans une langue dont il a une connaissance approfondie)?
2. La disposition à l'effet que le notaire écrit sur-le-champ la traduction en langue française ou anglaise de l'acte en question autorise en somme automatiquement le notaire à exercer la profession de traducteur, et ce, dans des conditions un peu particulières (il traduit sur-le-champ).

A mon avis, l'article 238, tel qu'il se lit présentement, ne tient nullement compte du rôle que devraient jouer l'interprète et le traducteur professionnels dans une situation juridique très particulière comportant comme principal élément une connaissance approfondie de plus d'une langue.

A: Monsieur R. Clive Meredith
De: Lucette Picard
Date: Le 27 avril 1976
Objet: Code civil - La rédaction de l'article 238.

Ligne

- 1-2 "... langue étrangère" semble péjoratif. Je préfère "en toute autre langue".
- 3 "... à la condition que" est accepté par Larousse qui lui préfère "... à condition que".
- 4 "... ce notaire". Il faudrait lire "le notaire".
- 5 à 9 La stylistique laisse à désirer. Il faudrait mettre l'accent sur la proposition principale et commencer la phrase par: le notaire, etc.
- 10-11 "... il en écrit sur-le-champ" m'effraie. Je rédigerais cette phrase séparément et différemment. Tout notaire n'est pas traducteur.
- 12 "... langue étrangère". Voir 1-2.

Humblement soumis,

Lucette Picard.

To: Clive Meredith
From: Mary Plaice
Date: April 23, 1976
Subject: Article 238 - Succession

It seems to me that this article expects rather much of a notary. First, he must know the foreign language in question and be able to draw up a will in that language. Knowing a language and being capable of writing a will in it are rather different. Then, he is to translate it into French or English. Again a skill is required of the notary that he may not have. An excellent notary may be incapable of translating a single phrase. I would suggest that the end of the first paragraph of the article be reworded as follows:

"The notary then has the will drawn up in the language of the testator, and immediately sees to it that a certified

translation into French or English is done. Such translation then becomes an integral part of the authentic will."

Mary

My covering note read as follows:

April 28, 1976.

Mtre. Paul-A. Crépeau.

Mr. President,

Report on Succession, A.238

I feel that the Committee on the Law on Succession might wish to have the opinion of qualified professional translators on the substance of this article. Accordingly, I have asked some members of my Québec staff, and Dr. Mary Plaice, to study the text and forward any observations they might wish to make. These are enclosed.

As I thought would happen, all the points I would have raised myself are mentioned in these notes, so I have nothing more to add, save perhaps an expression of surprise at the naïveté shown by the Committee in this regard.

Respectfully submitted,

R. Clive Meredith.

I received the usual "form-letter" type of acknowledgement but the article was never amended, and stands "as is" in the draft Code. This confirmed what I was beginning to feel was the Office's attitude toward translation: anyone can do it provided he knows enough of the two languages involved. I wonder when the first court case will come up involving a mistranslation of a will by a notary. I give it a year.

The President had long toyed with the idea of appointing a committee to read over the entire English text once we were near the end, and to make the appropriate suggestions. I could not disagree with this idea, particularly when the name of

Judge Hugessen was put forward. The President also proposed John Durnford of McGill's law faculty "for a good Presbyterian outlook". My reply was that frankly I'd prefer a good Anglican but as long as the person in question knew his English and was sincerely interested I didn't mind. It was when the President proposed that William Tyndale and the Honourable George Marler also sit on the Committee that I seriously began to question what value such a group might have. As I repeated both orally and in writing on more than one occasion, if either of them had made any serious contribution towards improving the Code over the past years, I would welcome his presence. As it was, I could see neither serving any useful purpose. As time went on I had increasing reservations about this Committee, its modus operandi, and my role in it. In April 1976 I wrote the following to the President.

April 21, 1976.

P. A. Crépeau, Esq., Q.C., President.

Sir,

I have been giving more thought to your proposal that a committee be appointed to review the English text once all has been coordinated and drafted in final form. Assuming that you still have in mind the same people to act with me on this Committee (Messrs. Brierley, Durnford, Hugessen and Marler), may I offer some observations on this?

1. While I have the greatest respect for the Honourable George Marler as a professional and a gentleman, I feel his presence would in no way enhance the work of this committee.
2. Considering the very busy professional lives which all of these men lead, I can foresee great difficulty in being able to count on their consistent attendance at meetings. Moreover, although I favor an odd-numbered committee, I sometimes wonder whether in this case a committee of five would not be "too many cooks".
3. It was a stimulating experience to work with Mr. Justice Hugessen on the final review of the Law on Evidence. Assuming he were willing to take on the assignment, and could be relieved of his judicial duties

for appropriate periods, could he and I possibly be constituted a committee (or a sub-committee) of two, entrusted with reviewing the English version of the new Civil Code from a stylistic and grammatical point of view? It is easier to arrange meetings for a committee of two than for a committee of five; I think Mr. Hugessen and I share many views when it comes to legislative translation; and in any event, the smaller the committee, the shorter any discussions would be.

This is not to refute the talents of the other proposed committee members who I am sure could render invaluable consultative services in matters of terminology.

I am 95% satisfied with the way our work has progressed so far. *This is not enough.* My principal complaint is that to date, with the exception of the Report on Evidence, none of the Yellow Reports has been given final reading by a competent, qualified English-speaking authority. With regard to the Draft Civil Code this must be given paramount consideration if we are to avoid the spread of the language contamination which has begun to manifest itself in the English version of some of the more recent Reports released by the Civil Code Revision Office.

Respectfully submitted,

R. Clive Meredith.

Now there remained only the Report on Marine Insurance to be processed. The Committee entrusted with drawing it up decided that the Code should follow in this regard (indeed reproduce) the British 1906 "Act to codify the Law relating to Marine Insurance", since this statute had been recognized around the world as the authority on Marine Insurance, and since so much jurisprudence had been handed down under it. I was given a copy of the draft report to revise and once again my conscience professionnelle rebelled. There was no way I could allow this sort of trash in the Civil Code. The provisions could well be recognized around the world but the way in which they were drafted represented everything, again, which I had sought to avoid in the new Code. I set about redrafting it and in December, while I was sick, Mr. Crépeau, Luc Plamondon and some others went over my proposed text, and

sent it off for printing. While some of my proposals (a good number in fact) had been accepted, the committee really hadn't succeeded too well and I was none too happy with the finished product; in fact it broke my heart to see the Service given credit for it. On my return I wrote the following:

February 1, 1977.

Mtre. Paul-A. Crépeau, President.

Mr. President,

I have read the Report on Marine Insurance.

The English in this Report is worse than in any other report whose translation I have been associated with. I lay this to the fact that there was no English-speaking member at the committee meetings when the final version was "polished up", although I am flattered that many of my preliminary recommendations were accepted.

This Report abounds in examples of just plain bad usage. The 1906 Marine Insurance Act on which this text is based is cumbersome to say the least, and full of precisely what I am seeking to avoid in the new Civil Code. Nevertheless, many of the errors smack of too many cooks spoiling what was already, at least from a stylistic point of view, dishwater rather than broth.

The most blatant insult to the English language is committed in Article 164 where the definition of mutual insurance reads "Mutual insurance is where two or more persons ...". For years English children in elementary schools have been prohibited from using this construction, both in writing and in conversation. (I can well remember having my own knuckles rapped for it.)

I was told that the committee had wisely decided against the use of "shall" and in favor of its replacement by the present indicative. Nonetheless, "shall" and the present indicative are still used interchangeably throughout the report. On the same subject, Article 54 presents a good example of another use of "shall" which is not acceptable in English. Each of the three "shalls" in this article should be replaced by "will".

In Article 44 the word "it" appears twice, to the total confusion of anyone who does not have the French version beside him. How else could one tell that the first "it" refers to good faith and the second to the contract?

Article 54 used the word "negatives" as a verb. While the Oxford English Dictionary sanctions this, I find it out of place here.

In the second paragraph of Article 81 "either" is wrongly used. The sentence should read "Similarly, the risk does not attach where ..."

As to Article 96, in ordinary English injury occurs to persons; machinery is damaged. "Proximately" could justifiably be replaced by "directly".

These are just the most blatant errors. There are many others which I have not bothered to indicate, although they are all noted on my text - omissions, faulty inversions, faulty parallel constructions, and so on. The Committee on the English version of the Civil Code will have its hands full with this one.

Respectfully submitted,

R. Clive Meredith.

By this stage, the coordination of the final volume was proceeding apace under Mr. Justice Albert Mayrand who had been loaned to the Office for six months to supervise it. Meetings went on day and night, but he still had to remain into 1977 to complete the job. From the translation point of view there were very few changes made, so few in fact that I was able to do most of the "patchwork" myself, making little if any use of free-lancers.

Another report which had been translated by the Committee which prepared it was that on Affreightment. It also required heavy revision by Mary and me, but this revision was all accepted by the Committee in the end, so the text read well.

On September 8 I was greeted by Mary with "Kelly's mad". I would have been too. Her last bill, dated June, had not been paid yet. I immediately reported this to

Alice Robak and she got moving, as only she can in a pinch, unravelling in her wake some pretty gross inefficiency. It seemed that the entire payments system for Justice had been drastically overhauled, and a new set of forms issued, but the Revision Office had never been told, so were still submitting the old ones which of course, being useless, were not honoured. Alice Robak was marvellous. Her first trip was to the court house, to get the new forms, then up to the McGill Law Library (where I was working for the day) to get my signature, then back to her own office to fill the damned things out and get them off. I later tracked down the responsible in Québec, by phone, and he assured me the cheques would be out by the 23rd. They were.

At about that time the Civil Service was being plagued by all sorts of rotating strikes involving sporadic closing of various offices for a day or so at a time. The previous day we'd got wind of an impending such closure being ordered for 360 McGill so I decided to spend the day at the McGill Law Library. Mr. Crépeau very kindly arranged with the Librarian, Michael Renshaw, to have me taken care of, and on arrival I was ushered into the Faculty Library, a sort of sanctum sanctorum within the main building. I found it terribly stuffy (the air - not the atmosphere) but put in a good day. At one stage I spotted a very handsome bound series of the CCRO Reports to date. It seemed like an excellent idea for a souvenir, and I made a mental note to have all my own copies bound as soon as the last Report came out. I later did just that. My notes on that day read, in part: "McGill is certainly the antidote for the occasional feeling that the job's becoming hum-drum: the VIP treatment, the photographs of the 1866 Codifiers staring down at one inside the Faculty Library, and the looks one gets when stating (as casually as possible) the nature of one's assignment. Yes - it could go to one's head".

Work on the final coordination was going well, and the only job of any great size remaining for us was a batch of 150 articles to be done on Matrimonial Regimes. These were distributed to Kelly and Everett. Kelly had finished her part, and Everett was about to begin on his, when orders came from on high to cease all free-lance payments until further notice. The financial squeeze was on. Actually it came as no great surprise - we'd been more or less expecting something like it for some months. How very fortunate that this happened now rather than two years previously when we had been relying on free-lancers so much more heavily.

On the 1st of December I arrived at Montreal with the aim of spending two days, but by the end of the morning the 'flu bug had bitten hard and I was very glad to crawl to the Rapido at 5:00 and later to bed where I stayed for two weeks. Two meetings had been arranged with Judge Hugessen for that period to finalize the text on Evidence, so I delegated Mary to replace me. I was very glad indeed that she would get this chance; it gave her an opportunity not only to show her great competence but also to prove that there was unanimity in the Translation team on the proposed English for the Civil Code, and it wasn't merely a case of R.C.M. pushing his weight around. The meetings went very well, which didn't surprise me, although the first one opened on rather a touchy note. Judge Hugessen made a proposal with respect to one of the first articles, which Mary didn't like and to which she responded rather violently, "To that I object!" Mr. Crépeau immediately intervened and reminded her that the Associate Chief Justice was not used to being contradicted. A totally unnecessary gesture, I felt. The Associate Chief Justice was right there with them, and if he had resented being spoken back to, I'm sure he would have been quite capable of defending himself. Actually I spoke to him on my return to the Office and he told me how tremendously impressed he had been by Mary - and the President said the same thing in a later call. Neither mentioned this incident, which Mary herself only described to me some weeks later.

S I resumed my travels on January 26. The March 31 deadline had by now been extended by three months and there was a general consensus that the work would be finished by then. The Committee on the English version had been appointed: It would consist of Judge Hugessen, John Brierley, John Durnford, and John (not the Honourable George) Marler. It was hoped that they would be able to begin work in February. They would be given three weeks to read through the entire Draft Code (but not the comments) and prepare their own observations.

In February we received the visit one day of Gérard Frigon, Deputy Minister of Communications, who began asking all sorts of questions the general tone of which was "how would you like to move to the Court House?" This had been mooted for some time as a possibility for the remote future, when the translation and interpretation services might combine under the same roof, but no one expected it to come up now. Then the real reason surfaced: It seemed that Mr. Pierre Marois, Minister of State for Social Development, had visited our suite and decided it would make a nice Montreal pied-à-terre. When this sort of thing happens, one hasn't much choice, and as soon as the instructions became official, we began packing up, but I arranged with Mr. Crépeau to stay on in one of the many vacant offices available to the CCRO. All was packed and boxed over the next two weeks, and after a delightful "farewell lunch" at Gibby's, the Office closed and the following Monday my colleagues were safely installed on the sixth floor of the Court House. Needless to say I found the next few weeks very lonely, with no Mary to discuss "finer points" with and no Antoni Dandonneau with whom to engage in good-natured banter.

Meanwhile, I began to see once again some evidence that my texts had been tampered with, without my knowledge. Since my written and verbal complaints to the President were obviously availing nothing, I seriously toyed with the idea of going directly to Robert Normand and had the following draft prepared.

Mtre. Paul-A. Crépeau, President.

Mr. President,

I am truly sorry that at this late stage we are still unable to come to a meeting of minds with regard to the final English version of the draft Civil Code. The three years I have devoted to this project were certainly not spent in anticipation of such a result.

With all very due respect, I have consistently resented, and continue to resent, the fact that, with the exception of one report, the proposed English texts have been subject to final verification and approval by persons whose language is not English and whose specialty is not English legal drafting. I have been far too lenient on this point until now, but I had always hoped that at the final coordination stage there would be ample time for a proper stylistic review, not just a terminology check.

I now insist that this time be taken. The French version has been subject for years to stylistic review, frequently by competent linguists; the results are there to see. The English version never had that chance; I now demand it.

For this reason, and because I can obtain no satisfaction at your level, I am regretfully seeking the direct intervention of your deputy minister.

Respectfully submitted,

R. Clive Meredith.

Copy: Robert Normand, Q.C.

This was never sent, since I decided to tackle the problem on my own. I had never resorted to "using connections" in all my years in the Civil Service, and was damned if I'd start now. A few very candid remarks to the President seemed to clear the air.

Now seven out of the nine books were in absolutely final form, and I had begun the "one last" reading. One night I was astounded to discover yet more evidence of tampering with the texts; this made me furious, especially since not two weeks previously the President had given me firm assurance that such a thing would not be repeated. I wrote the following:

March 17, 1977.

Mtre. Paul-A. Crépeau, President.

Mr. President,

Further to your request, I shall be sending you next week the draft English texts of Books VI, VII and IX as revised. I have changed only what requires changing. A question mark in the margin indicates that I am in doubt as to the advisability of using a certain term and refer it to the Committee on the English Version. The term is underlined in the text (e.g. Book VII, page 11, article 28: "dismemberment"). In addition, as I have told you, I am eliminating as much as possible the use of the word "such", replacing it by the appropriate article.

Over the past few months I have observed at the Revision Office a tendency to tamper with the English text. The changes made, sometimes behind my back, show anything but real concern for the value of the English version. If they were constructive they would be welcome. Instead, the impression is created of someone attempting to show off inadequate knowledge of a language which is not his own. I deeply resent this intolerable behaviour. To be able to speak both languages fluently is one thing. To be able to write both languages fluently is something else again. I would never be so bold as to change anything in the French text without at least asking a few questions first, so I do not think I am being too presumptuous in demanding that the English version be granted the same respect.

As far as terminology is concerned, I do not agree with your contention that an expression is good simply by virtue of one hundred years' existence,

as you remark on "acts of civil status". This is no defence. The usage of words changes over the years, and those in the Civil Code are no exception. Accordingly, I submit that if a valid reason exists to retain the use of a given term, we do so. Otherwise, if a term has lost its old meaning, as have many in the Code, we should up-date it.

Are we not, in fact, reforming the law?

Respectfully submitted,

R. Clive Meredith.

After a heated discussion a few weeks later I was assured that I had been understood and that the problem would not recur, and it never did, at least to my knowledge, even throughout the final discussions leading up to the signing of the translation.

The Committee on the English Version seemed to change in numbers and members every time it was discussed. Now it was to consist solely of Judge Hugessen and John Durnford. Although I did not yet know John Durnford, I was assured that he (of the Presbyterian outlook) was just the man for the job. Also I was much relieved to see that the number of members had been reduced from four to two, and even with two I could foresee a good deal of hassling. The next thing I learned was that the Committee had suddenly been increased to six! To John Durnford and Judge Hugessen had been added Professor Max Hahlo, John Brierley, Patrick Glenn and William Tyndale. All had been contacted and all had been sent copies of the finalized Books, with instructions to have their comments submitted by the end of the first week in May.

That was probably the bitterest and most demotivating bit of news I received during the entire project. I remembered Glenn's worthless changes to the P.I.L. text, and the hours I'd had to spend deciding which we would retain and which we would drop. I also recalled Tyndale's high-handed letters to Mr. Crépeau. What worthwhile contribution could either of these men possibly make, I wondered. Very discouraged, I called on Mr. Crépeau. His reply was that as far as Tyndale was concerned this was his last chance to "put up or shut up". He had no particular comments to make on

Glenn. Still, I wasn't very encouraged at the prospect of the mountains of comments which we would undoubtedly be receiving and which I had already decided would be 99% useless. Why hadn't we stuck with just Hugessen and Durnford? And if others were to be added, why couldn't Mr. Crépeau have picked people who could write English? The Bar and the Notarial Profession did have some, I felt - people who would be delighted with the challenge.

My impression had always been that as soon as anyone actually showed any interest in the new Code, Professor Crépeau would be after them immediately to lend a hand with the final version. In addition, he had a tendency, especially with respect to the English text, to submit to outside criticism frequently without justification. An example of this attitude was seen in 1976, when Mr. Justice Brendan O'Connor of the Superior Court sent the following note:

February 20, 1976.

Me Paul A. Crépeau, C.R.

Re: Spelling of the word Mandatary

Dear Paul,

The following small point may have already been brought to your attention.

The Civil Code spells the word "mandatary" whereas the Shorter Oxford English Dictionary gives the following

Mandatary: One who is appointed to a benefice by a papal mandate.

Mandatory: A. of the nature of, pertaining to, or conveying a command or mandate.

b. of actions: Obligatory, esp. in consequence of a command.

c. concerning which the League of Nations has issued a mandate.

B. One to whom a mandate is given (esp. in Law).

With kindest personal regards,

J. Brendan O'Connor
J.S.C.

Without bothering to check, probably assuming that because the Judge was a Judge he was also an authority on the English Language, the President replied thus:

March 2, 1976.

The Honourable J. Brendan O'Connor,
Superior Court,
Court House, Room 16.67
10 Craig St. West,
Montreal, P.Q.

Dear Mr. Justice O'Connor:

Thank you for your letter of 20 February and your observations on the word mandatar. I shall bring your observations to the attention of the Committee on the Vocabulary. I suppose we simply took it for granted from the reading of Article 1701 of the Civil Code.

We hope to have the English version of the Draft Civil Code ready by the end of the year. I would be grateful to you if you would accept to have a look at it and provide us with your observations, particularly in respect to the vocabulary.

Yours respectfully,

Paul-A. Crépeau
President.

I was given a copy of each of these notes the next time I was in Montreal. I did the necessary research and was able to write the following:

March 9, 1976.

Note to: Mr. P. A. Crépeau, President
From: R. Clive Meredith
Re: Spelling of the word "mandatar"

Sir,

I have just been handed a copy of a note written to you on this subject by Mr. Justice J. Brendan O'Connor. I have checked the two words concerned in the OED Compact Edition and find the following:

Mandatory: A. Of the nature of, pertaining to or conveying a command or mandate.

.....

B. One to whom a mandate is given.

Mandatory: 1. One who is appointed to a benefice by a papal mandate.

.....

2. One to whom a mandate is given.

Chiefly in Law.

I submit, therefore, that both spellings are correct, and, in the interest of consistency, suggest that we retain the latter.

Respectfully,

R. Clive Meredith.

Another example: In checking the English articles for the last time, we came across "pre-takings" as a translation of prélèvements used in the context of what a consort or his heirs may deduct from the mass of the community at the time of partition of assets.

This had been used in the 1866 Code (AA. 1357, 1358), but I saw no reason why we could not say "advance deductions" or simply "deductions" instead, and managed to convince Professor Crépeau. Later, however, he informed me that he had gone back on this because some of his colleagues had been offended; after all, the term had been in existence for over 100 years, and he could recall no legal arguments ever having been raised against it. "I know you'll hit the ceiling, Mr. Meredith, but John Brierley insists". Of course I hit the ceiling. Who the devil was writing the Code anyhow?

All these thoughts went through my mind on the return journey to Québec. Why in hell not, I wondered, just pack the whole mess up and let the prima donnas have their little game on their own? In a few days, however, I became re-motivated again and kept hoping that some (or maybe all!) of the members would balk at the sheer volume of work and quit.

In a sense this is what actually happened. Judge Hugessen read the first two Books and found, he told me in a telephone call, nothing wrong with them, except the use of the expression "legal person" to designate a corporation (it was eventually retained over his (and my) objections. He didn't have time to finish the rest. John Brierley, as I had thought he would be, was too busy with other things, and Professor Hahlo never got down to it; this left Tyndale, Glenn and Durnford. Glenn fully lived up to my expectations. It took me (working with Colin Roberts) three days to plough through his proposals on Book I. At the end of that time my impression was confirmed: From what one hears, this man is extremely versed in the law. For all his knowledge, however, he is absolutely incapable of writing properly, revising, or correcting texts. His comments were just as I'd anticipated: all preferential, with errors of style abounding. For instance, where the French text read, "En l'absence du débiteur", which we'd rendered "In the absence of the debtor" or "If there is no debtor", Glenn proposed that we use the form "Absent debtor". ("Absent cat, mice will play".) How could this man be serious? I blew my stack on the subject to Professor Crépeau the following week; "If you and he want to do a rewrite that's fine, but count me out - I'll just quietly go back to Québec". Then it was that I learned that Professor Glenn was off to Germany in a few days so we would be due for a merciful release.

Toward the end of the first week in May, with a view to getting preliminary feedback from the members of this Committee, I had begun telephoning them individually. It was at this stage, for instance, that I had heard the very favourable remarks Judge Hugessen had put forth. After talking to him, I called Tyndale, and got straight to the point: What did he think of the translation? His answer was one word: "Shitty". When pressed for elaboration he returned to his favorite theme, that where the French of the old Code was repeated the English was not, but had been polished up. Ergo, a rotten translation, but what else could I expect when the assignment had been entrusted to "those God-damned civil servants in Québec"? I managed to remain calm as the

conversation continued, and he became a bit more affable. "Are you with the Revision Office? No, I told him. "Where are you calling from then?" From Québec. "Québec?" That's right. And suddenly, the conversation ceased.

I was absolutely scandalized that anyone in as prestigious a firm as his could talk to a total stranger that way. I immediately drafted a letter to his senior partner to make him aware of what had happened, but later, reasoning that this was like telling daddy on his little boy, decided against sending it. I did, however, inform the President:

May 9, 1977.

Mtre. Paul-A. Crépeau.

Mr. President,

As you know, I have been consulting members of the Committee on the English Version of the Civil Code, individually, to try to obtain their general opinions on our work. On May 3rd I talked to W.S. Tyndale, Q.C. His reply to my query as to the quality of the translation was one word: "Shitty".

De gustibus, of course, non est disputandum.

Mr. Tyndale also was highly critical of the fact that the translation was done in Québec by "those God-damned civil servants". (I wonder who he thinks should have done it.)

This is not a complaint in the accepted sense of the word. I do feel most strongly, however, that the views of anyone who shows so profound a lack of savoir-vivre and so destructive an attitude (regardless of what connections he may have) do not merit serious consideration in the final study of the recommendations made by the English Committee.

Respectfully submitted,

R. Clive Meredith.

I've had lots of excellent breaks in the Civil Service and am proud to be associated (and to have been associated in the past) with some of Québec's most competent civil servants. Naturally, this kind of remark can infuriate me and to this day I can't understand how I held my tongue.

My next call was to John Durnford. A kindred spirit! An Anglophone who cared and who knew the language! What a delightful conversation that first contact of ours was when he explained his comments which I would be receiving soon. As I received each batch we would discuss them together, and a good deal were retained, especially in Book IV. Certainly the President's assessment of this man had been correct on every point. I was truly sorry when he, too, under all kinds of pressure, had to abandon his work.

So died the Committee on the English Version, and I breathed a sigh of relief at not having to plough through any more comments. I also realised how absolutely swamped I would have been if all the members had been assiduous and submitted comments on each article of the Code. Nightmare!

The final text

By this time, all our attention was being directed toward the articles, it being assumed that the comments were adequately translated. Also, it had to be admitted, the articles would hopefully be around for another hundred years or so.

At 10:15 on June 8, 1977, a committee of four sat down to make a final study of the English articles: the President, Mrs. Robak, Denyse Archambault and myself. (I'd asked Mary to be "in the wings" on the first day but it turned out she wasn't needed so I dropped the practice subsequently).

Professor Crépeau and I had each done our own re-reading of the text previously so this was a case of each of us in turn proposing a change to part of the text and the other agreeing or disagreeing. Where we were in agreement, of course, there was no problem. Where there was disagreement, one of several things could happen. Either a compromise solution was found or else there was a "serious discussion" until one or the other convinced his counterpart of the validity of the proposed change. Particularly in Books I and II, the President proposed a number of changes which did not stand up in English, and I found myself constantly interjecting "You can't say that" or, if a proposal was way out, "I refuse to have that in the Civil Code". In all fairness, as this study progressed, he made fewer changes to the style, and concentrated solely on the terminology. After the first meeting I was most encouraged at the number of my proposals which had been accepted, although one which was not was that we get rid of that old bugbear "acts" of civil status and replace it by "records". I argued long and long, but to no avail. This was one of the very few points on which the President invoked his authority, so I could do nothing. The Office had spoken. *at great length*

I was discouraged by this, remembering the conversation which had taken place almost four years previously when I had agreed to take on the assignment. I had told the President then that I felt the Civil Code was in need of a certain cleaning-up with regard to both style and terminology, and he had shown some surprise. He asked me for an example to bear out what I said, and I immediately answered "acts of civil status", explaining that out of context the expression conveyed little or nothing to the uninitiated. I cited the example of an immigrant asked to produce a copy of his "act

of birth", and ventured the opinion that "act of marriage" seemed dangerously close to the "marriage act". At the time, I was assured that we would have an in-depth discussion of these terms when the need arose. Well, we'd had it, and now we were back to square one. Indeed, as time and our discussions progressed, I realised that despite the promises I had received back in 1973, we were not making the headway I had expected with regard to terminology. The Office was really digging its heels in, and time and again, in objecting to the reinsertion of various archaic expressions, I was reminded that they had existed for 100 years, and that no one in the Bar or on the Bench had objected to that existence, so who was I to do so? It wasn't hard to see that in the mind of the President, the degree of B.C.L., particularly if awarded by McGill, automatically conferred upon the holder the status of an authority on the English language. On the strength of the President's consultation with some of these "authorities", several very fine proposals made by our team for modernizing the English of Québec's civil law were eventually rejected out of hand. So it is that in the new Code we will continue to speak of "acts" of marriage and of birth, notarial "acts" instead of "deeds", "pre-takings" rather than "deductions", and others.

Of course, we did manage to discard some monsters as well ("to deliver over", "prohibition to build" and "of" beginning each heading) so our score was by no means zero. Still, we could have done much better had the President consulted linguists. On the whole, though, the meeting went well, and, I felt it was a good indication for the future. Indeed, it was only on the way home that I realized now demotivated I'd become over the previous few months.

The next meeting was scheduled for 1:30 on Monday the 13th. I met Alice Robak on arrival and could tell immediately that something was not quite right. "Mr. Meredith, I have some bad news". Of course I knew what was coming -- the meeting had been called off till next day, leaving me to cool my heels.

I couldn't have been more wrong. Yves Caron was dead. I was thunderstruck. While I had never been on truly intimate terms with him, we'd always hit it off very well, and I had deeply appreciated his keen sense of humour and enjoyed that contagious laugh which at times would resound through the halls. Of course this is to say nothing of the very high esteem in which he was held by his McGill colleagues and students. What a loss -- what a waste -- thirty-eight years old, with a brilliant career well underway.

Somehow, we all managed to shake off our depression by noon and we put in a good two days' work. Indeed I was amazed at how the President seemed to function as though nothing at all had happened.

I travelled back to Québec Tuesday night, only to return again on Thursday night since the next meeting was called for 9:00 Friday. On my arrival I was informed that the meeting was postponed till noon, but this was of little consequence since there was much to do in the way of "patching up". We finally settled down at 1:30 and worked without a break till 8:30. That had to be one of the most exhausting discussions of its kind in which I had ever taken part. The President had asked Alice Robak to read the translations prior to each meeting, as he was doing (as if she hadn't enough to do) and make any pertinent comments. While she was only doing what she'd been asked to do, I found particularly irritating her incessant interruptions in an attempt to pick some nit or another in the translation; equally irritating was the President's sarcastic "nous allons vous décerner une médaille, Madame" whenever she came up with a point, no matter how small. I'm all for encouraging an employee, but pseudo-adulation is nauseating. We worked through a sandwich-and-beer supper and while from the point of view of actual accomplishment the meeting went well, I was absolutely drained by the end of it, and thankfully boarded the 9:00 bus to Québec.

It took three days to stop the events of that meeting from racing around in my mind but they finally did on the following Tuesday morning. Anticipating Wednesday's upcoming trip to Montreal and yet another two days' hassle, I retired fairly early Tuesday night. Just as I was dropping off to sleep the merry-go-round began again. I could not endure another of those meetings with the interminable hassles. I felt an overwhelming pressure to produce not only an acceptable text but a superlative one, and felt that with every "concession" made to the President the quality would diminish. Also, I recalled all the frustrations we had encountered over the past three years - the high-handed lawyers and others who thought they knew everything of a language which was not their own; the incessant travelling; the absence from my family and from the Québec staff; the lonely Montreal nights; the patronizing attitude to which Mary and I had been subjected over the years ("Dr. Plaiice: the Associate Chief Justice is not in the habit of being contradicted"; "If Clive Meredith tells me that's acceptable, I might believe it, but if Clive Meredith and Jim Hugessen

tell me so, how can I object?"); the changes made to my texts behind my back despite all my verbal and written objections; the fact that at least two segments of the Code were subject to stylistic review by persons whose language was not that of the Code; "nous allons vous décerner une médaille, Madame" - and the battles to have basic English writing accepted; all these, and many more, whirled through my mind. The lack of organization at the CCRO and the way they had treated us in the past with regard to "deadlines" - indeed the very promise made to me when I agreed to undertake the project: "I can assure you, Mr. Meredith, that this project will not last any longer than eight months at the most".

It seemed immaterial to me at the time that there was only about one month's work left. I tried to think of the good points and the many aspects in which we'd improved the existing Code, but to no avail. Positive thinking had no power that night.

Nothing, I told myself, not even the Civil Code, was worth this.

I would resign from the project next day.

I mentally prepared the necessary memoranda to that effect, and finally fell asleep.

The alarm rang and I realized that I still had a meeting to attend. Would I phone and cancel? I decided not to but it was a real effort to drag myself to the train. When I got to Montreal I immediately went to Professor Crépeau but could not bring myself to say that I was dropping the assignment - merely that I was severely overtired. He understood, and insisted that I return to Québec immediately. I made some answer about the taxpayers needing to get their money's worth, so we went ahead with the meeting, and accomplished a lot. Sometime during the proceedings I came to my senses and realised just how insane it would be to throw up the lot at this stage, and that the mere fact of bowing to the President's wishes on occasion would not really "ruin the text". By the same token, however, I told myself that if I were to continue, I would need at least ten days' rest starting right then. I telephoned Mary and explained my predicament. Could she sit in for me the next day and the following week? Fortunately she could, bless her. We finished Book II and I took the 7:00 bus home. As the next few days went by my spirits improved and I shuddered (and still do) at the thought of what I had almost thrown away. I learned later that what had happened was a perfectly normal stress reaction - seems a lot of people react just this way at the end of a long and exacting project.

When I returned to work I was completely rested and I phoned the President to learn of the schedule of meetings for the coming weeks. To ease the load on me, however, he proposed an alternative modus operandi: the Committee (by now Denyse had been replaced by Renée) would keep reading each day. Renée would phone me after each meeting, and tell me what changes had been made. We followed this for two weeks and it worked marvellously, although I sometimes had the feeling the Québec staff were fed up with the long phone calls, some of which lasted over an hour. Renée and I had the same texts and she would indicate to me wherever a change was proposed. If I agreed, that was it. If I did not, I made a note of the article concerned, and discussed it (usually the same day) with the President. An excellent arrangement. And of course Renée was a delight to work with. We got through most of Book V that way, to my complete satisfaction.

On July 15 I took the first week of my (scheduled!) vacation, returning on the 26.

I called Renée on my arrival. When I had left, there remained Book IV to be read by the Committee, the President having already read on his own Books VI, VII, VIII and IX. Now, I was told, Book IV was completed, and all that remained was for me to see the changes made. The other books, she assured me, had been changed very little. I consulted the President, and yes, we could go over the text of Book IV the next day. What a different frame of mind I was in this time when I boarded the Rapido! I felt that with a little luck we just might get the articles finished that trip. On arrival I obtained the corrected copy of Book IV and the changes (many of which were John Durnford's) were so easy to check that I was able to finish studying it before lunch, and one quick glance at the other books assured me that they could be disposed of that afternoon.

I took Renée out to lunch and a very enjoyable one it was.

That afternoon, I examined the few changes made to Books VI to IX, most of which I approved.

Next morning the President and I met at 10:30 and approved Book IV.

Given at the most an hour and a half that afternoon, we could wrap it up. The President had a lunch engagement but assured me he'd be back "two thirtyish". Three o'clock and 3:15 came, however, and he didn't turn up. Surely he wasn't going to be "unavoidably detained" (as he had been known to be in the past) at this point! A phone call - he had in fact been detained but not to worry - he'd be down by 4:00, and he was. As he walked into the room I said something about "making history this afternoon", and we got right down to it. There were very few points indeed to discuss in the last four Books, and as each was settled one could feel the mounting excitement.

At 4:55, the last change was approved and we signed the text, the President insisting that I sign first. After all those years, and though it was probably the high point of my professional career, I felt no particular emotion at all, save a slight disappointment that because I'd missed the train I wouldn't be able to "toast" the event until I got home by bus. I phoned Di ("We've knocked off the Code!") and left Montreal at 7:00. As we rolled along the realization of what had been accomplished gradually got through to me. Certainly it could not have been accomplished without many willing hands, but that will be discussed later. Meantime I felt a profound sense of relief and accomplishment. I broke the news at the Office next day and many were the kind remarks made. During the next week I realised just how much time the Code had taken out of my typical working day. There were in fact moments when I found myself with nothing to do. Figuring I'd earned it, I relaxed and enjoyed it.

Conclusion

Although as I have indicated we ran into perhaps more than our share of difficulties and frustrations, the project was completed with success. That success must be attributed to the devoted and unrelenting labour of many. First there was Mary Plaice - Mrs. Pickie - who gave so unselfishly of her time (which was never too much) and her talents (which abounded). I have already described the part she played. Had she not played it in so truly professional a manner we would never have achieved the high quality in our work with which we've been credited.

I think next of the team of free-lancers, remembering especially those who endured the whole project from its start: Kelly Ricard, whose work was consistently excellent and who, despite several other commitments, always honoured those she'd made to us. As I have already indicated, many articles of the Civil Code are pure, unrevised Ricard. Next, Earle Straus who, although perhaps he lacked the skills of some of the others, also made a major contribution. Although Margret Ponze and Everett Melby joined the team somewhat later, they were both to become real stalwarts - semper fideles - always available even at the shortest notice to dash down and do some last-minute job wanted in a hurry. The quality of their work was consistent with their attitude - excellent and professional. I was sorry Eric Oxford could not have stayed on. He certainly made an excellent contribution while he was with us. There were others too - Rita Dagouillard, Loraine Ladouceur, Hal Winter. None was with us for any length of time, but the contribution made by each was appreciated and useful. Once we had abandoned the use of the free-lancers because of difficulty in obtaining payment, toward the end of the project, members of the Québec Office stepped in on a couple of occasions and filled the gap - Colin Roberts, Donald Hughes and Elizabeth Cowan.

While the Committee on the English Version fizzled out within a month or so of its inception, one member made some valuable contributions. John Durnford, despite his heavy work load, was always available to discuss any proposed changes, and thanks to his many suggestions Book IV was improved considerably.

I mention "lack of organization" at the Revision Office a few times in this account, and I suppose on occasion

things tended to slip up. Name me a government office where they don't. In the main, work was delivered to us on time, and particularly during the first year or so, when assignments were many, they flowed down to us quite smoothly, well coordinated by Alice Robak.

The Revision Office research assistants were of great help too, especially Renée Desrosiers-DeLanauze. On many occasions I would have to ask her to do some "kitchen work" such as rearranging footnote references on the English text and never did she refuse.

Perhaps the only fly in the whole bucket of ointment was my own relations with the President of the Office. After about a year, there seemed to develop between us a certain conflict of personalities. Perhaps he took either himself or me for someone else, but I found it increasingly difficult to communicate with him. I have already alluded to the sarcastic and downright patronizing way in which he sometimes dealt with both Mary and me, and his naiveté in assuming that because a judge was a judge, or the Dean of a faculty was just that, or a lawyer was a member of an influential firm, that judge, dean or lawyer, regardless of his mother tongue, automatically knew more about the English language than those whose livelihood depends on their writing it as well as possible. I am in no way refuting Paul Crépeau's devotion to the project, which never flagged for twelve years, nor his enormous capacity for work, nor his brilliance in his field. Honour will surely come his way in due course of time; it will be richly deserved and I'll probably lead the applause, but there will always be some bitter memories with the sweet.

When the final reading of the final text had been finally done, I had some statistics drawn up which revealed that I had revised, translated and re-read over two million words, and Mary over one million. While the policy at the Translation Service today is to down-grade word counts in favour of quality, I feel these indeed are rather exceptional figures.

While Sue Morel was busy with the adding machine arriving at these results, I got out copies of all of my expense account sheets, added them up, multiplied the total by the return distance to Montreal, and arrived at 55,000. That represented the number of miles I had travelled during this assignment. When one considers that the circumference of the earth is 25,000 miles it rather strikes home.

The authorities of the Direction générale de l'édition showed a particular interest in this project, and I consistently had the impression that M. Charles-Henri Dubé would have been willing to do anything we might ask. Henri Gravel, in the short time he was associated with our project, also supported us. The strongest support, however, came from Pat Dooley who, from the beginning, made it clear in word and deed that he was "behind us all the way". His support was most appreciated by the free-lancers, Mary and me. I remember Earle Straus saying once, toward the beginning of the project, that I provided considerable motivation for the team. Well, toward the end, there were times when the motivator himself needed motivating; when this happened he could always count on Pat Dooley.

Recently someone asked me the inevitable question: would I take it on again? My first reaction was that I certainly would not jump at it the way I did back in 1973. Indeed, had I known in advance even then of the many pitfalls and procrastinations that were awaiting me, I would have at least asked for a night to think it over, though I'm almost certain I would have agreed in the end.

As to repeating the entire process starting tomorrow, at least two points would strongly influence my decision. What a disgrace to the Province the final translation would have been had the prima donnas of McGill and elsewhere been given a completely free rein! Furthermore, "of those to whom much is given, much shall be required".

Yes, I'd do it again.
