

Multilingual Contract Drafting — overview and summary

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The three preceding chapters of this Part described the languages that are spoken, written and heard in Basel: the German of the canton's institutions, the Baseldytisch of its streets, the French of its Alsatian neighbours and the English of the pharmaceutical groups and the Bank for International Settlements. This chapter turns from the sociology of language to a question that concerns lawyers, bankers, notaries and in-house counsel every working day. When parties who speak different languages agree on a transaction, they must decide in which language their agreement is to be recorded, which version prevails if several exist and how a court or arbitral tribunal will read words that carry different legal meanings in different legal systems. In a region where three countries meet within a few kilometres, these decisions are routine, yet they are frequently taken late in a negotiation and with less care than the commercial terms receive.¹

The chapter is written as a practitioner's chapter. It begins with the transactions that produce multilingual contracts in the Basel region and with the language clauses that parties use to manage them. It then compares the rules of interpretation that Swiss, German, French and English law apply, because the governing law determines how a court reads a contract and how it resolves a conflict between language versions. The second half of the chapter discusses legal concepts that do not translate, the choice of law, jurisdiction and arbitration, the special position of frontier workers and consumers, the role of sworn translators and notaries, the use of machine translation and artificial intelligence in drafting and the lessons that multilingual legislation offers to contract drafters. The checklists that close the chapter are written in prose because drafting decisions depend on context and resist reduction to a list of boxes. The author drafts and negotiates contracts in English and German. The chapter reflects the questions that arise in that kind of practice without drawing on any particular mandate.²

1 Notes

1. On the linguistic landscape of Basel and the Dreiland, see chapters I to III of this Part. On the trinational economic area, see Part H, chapter II ("Regio Basiliensis and the Upper Rhine"). To be verified. ↩
2. General literature on multilingual contracts includes the commentaries on Art. 18 of the Swiss Code of Obligations, the commentaries on §§ 133 and 157 of the German Civil Code and comparative studies on the interpretation of contracts in Europe. Specific titles to be verified. ↩

2 Conclusion

Multilingual contracts are a daily reality in Basel because the region's pharmaceutical licensing, cross-border banking, frontier employment, real estate and trade bring together parties from Switzerland, Germany, France and the wider world. The laws that govern these contracts share a commitment to the real intention of the parties and to good faith, with the notable exception of English law, which places greater weight on the text and rejects a general duty of good faith. Legal concepts such as *Gewährleistung*, *Konventionalstrafe*, *Garantie*, *Bürgschaft* and trust do not translate cleanly. The choice of law, the forum and the language of the proceedings determine how a divergence between versions will be resolved, while the rules on frontier workers, consumers, notarial deeds and commercial register filings impose languages of their own. Machine translation and artificial intelligence have made translation faster, yet they increase the importance of terminology management, legal review and the protection of professional secrecy.

The careful drafting of multilingual contracts is one of the quiet competences on which Basel's role as an international business centre rests. It reflects the same capacity to mediate between languages, legal systems and cultures that has shaped the city since the Council of Basel and the age of Erasmus. That capacity also has a public and cultural side, which the final chapter of this Part examines through the museums, foundations and patrons that have made culture one of the instruments of Basel's soft power.

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