

## **Shakespeare's Legal Wit: Evolution of the Translation of Shakespeare's Legal Puns into Spanish from the 20<sup>th</sup> to the 21<sup>st</sup> Century**

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### ABSTRACT

Shakespeare was law-obsessed and used a considerable amount of law terminology in his plays and sonnets. Though the use of legal terminology was frequent and extended in Elizabethan drama, Shakespeare's handling of such technical language was particularly accurate and imaginative. It being a highly litigious age, Tudor audiences were well acquainted with a wide assortment of legal terms and concepts, and therefore in a position to enjoy the clownish characters' (Launcelot, Gobbo, Pompey, etc.) malapropisms and legal puns. However, what applies to the Tudor audience of those days does not necessarily apply to audiences from other cultures and across different ages of Shakespearean reception. In this study, we look at the question of whether the reception of Shakespeare in the Spanish-speaking world coincides with the established image of the Poet as a playwright and poet who knew how to handle the many subtleties of the legal terminology with ease and grace. Much of this image has been diluted as a consequence of 'loose' renderings in Spanish translations. With reference to legal imagery, malapropisms, or legal 'puns' in particular, many a translation fails to adequately render the corresponding legal overtones in the target text. After a brief overview of Shakespearean translations into Spanish over the centuries, this study focuses on the evolution of the translation of Shakespeare's legal puns into Spanish through the works of three translators starting with Leandro Fernández de Moratín's early 20th century renderings, Manuel Ángel Conejero's version in 1995, and finally Ángel Luis Pujante's recent edition of Shakespeare's comedies and tragicomedies. The paper concludes by problematizing such strategies in the context of "law-worthy" translations as opposed to "stage-worthy" ones.

**Keywords:** Shakespeare, translation, legal puns, malapropisms, bowdlerization, law-worthy, stage-worthy

*“Shakespeare’s legal knowledge manifests itself in large ways and small, in both the grand theme and tiny detail”*

*(John Shahan, 2013)*

## 1. The Tudor era: an age of litigation

Revenge tragedies remained popular during the whole of the Early Modern Period that followed the late Middle Ages; stage audiences found these stories of murder, blood and vengeance in keeping with the mood of their riotous times since, by the turn of the century, the streets of London were festering with violence, crime and treason. There were, at that time, more prisons in London than in any other European city and Newgate “inspired more poems, dramas and novels than any other building in London” (Ackroyd, 2001: 247).

Furthermore, the enemies outside far outnumbered the enemies within: London was rife with rumors about Spain’s intentions to outfit a new Armada which would suggest that Shakespeare had a similar notion of imminent conflict in mind. Paranoia ran rampant around the streets of London as the Spanish vessels, Londoners feared, were about to land and would be met at the gates of the city, a state of insecurity reflected in Hieronimo’s lament that “justice is exiled from the earth” in Thomas Kyd’s *The Spanish Tragedy*.

Within the fictive walls of the Elsinore, Hamlet is carrying out his own revenge plan. Fatally wounded by Laertes’ poisoned sword in the fencing duel, Hamlet imagines death as a bailiff arresting him by court decree: “Had I but time (as this fell sergeant, Death, /Is strict in his arrest), O, I could tell you— (V.ii)”.<sup>1</sup> Far from being incidental, such analogizing is common in Shakespeare thus showing that matters of the law, its institutions and officers, played an important role in his imaginary. Moreover, his use of legal imagery is both varied and accurate. Shakespeare draws from a wide spectrum of legal sources and gives them free rein in his plays. His selection of law-related references runs the gamut from matters of state and rulers in early Modern England to contractual disputes between individuals. No aspect of the law seemed to be alien to his pursuits.

Indeed, Shakespeare seemed quite at ease with regard to many different legal spheres: contractual matters, court proceedings, land laws, Equities, etc. Allusions to contemporary rulers, institutions (Inns of Court, Chancery), officials of the law (constable, tribune, magistrate, bailiff), contemporary trials, etc., are scattered throughout his plays. In *Coriolanus* alone, almost 200 hundred words and references of some legal import have been documented (Tanselle, 1987: 255).

The use of legal terminology, it must be acknowledged, was common coin in the Elizabethan era. Both in Elizabethan and Jacobean England the law permeated all aspects of daily life with few means of circumventing it. Furthermore, Elizabethans were intensely involved in legal transactions of all kinds and the drawing up of wills and conveyances of property were partly caused by high mortality rates. As Sokol

points out in *Shakespeare, Law, and Marriage*, “many in Shakespeare’s audiences would have negotiated commercial agreements, marriage settlements, employment, and other contractual matters” (2003: 3). They were burdened by the law yet at the same time felt an irresistible attraction for its myriad speculations and contrivances.

One of the most characteristic traits of the Elizabethan society was its passion for litigation of all sorts, to the extent that members of the general public regularly attended the London courts and, in so doing, gained familiarity with all sorts of legalisms and court proceedings. The litigious spirit of the times seized on the lay citizen, whose fancy would take him, maybe later the same day, to go and see one of the popular revenge tragedies playing in the local theatres.

The Tudor theatergoer was hence more than familiar with the legal terminology declaimed on the boards of Elizabethan theatre houses. Far from feeling alienated, the audience instantly recognized many of technical terms heard for the simple reason that they were more or less regularly exposed to them in the course of their daily lives.

Furthermore, the subtext of some of Shakespeare’s plays echoed contemporary cases and trials of public interest. In one of his key legal plays, *The Merchant of Venice*, the penalty devised by Shylock, ‘for an equal pound / Of your fair flesh, to be cut off and taken / In what part of your body pleaseth me’ (I.iii.), mirrors some of the cruel atavistic sentences still decreed by certain local courts in Early Modern England. Some of these punishments went as far as inflicting physical mutilations, even allowing the usurer to participate in the execution of the punishment. Similarly, in another of his legal plays, *Measure for Measure*, Claudio’s imposition of the long-dormant death penalty for fornication can be set against the backdrop of similar punitive demands by the Puritan faction of the Anglican Church.<sup>2</sup>

## **2. Origins of Shakespeare’s legal knowledge**

Shakespeare’s degree of familiarity with legal concepts, his constant use of legalisms, precise knowledge of legal proceedings and the accuracy of his many references to matters of the law have fueled speculations about his true profession.

Edmund Malone, a 19th century lawyer and Shakespeare scholar and editor, was the first to have openly raised this possibility in 1788.<sup>3</sup> Only a professional of the law, he claimed, could have so accurately and imaginatively penned such a great number of law-related terms and references. Other Shakespearean pundits evoke the laws of probability, arguing that the chances of Shakespeare being a lawyer are so high that denying this would be tantamount to opposing the laws of probability.

Whether or not Shakespeare himself was a man of law, it is a profession he seemed to revile as evidenced by the famous “The first thing we do, let’s kill all the lawyers,” spoken by Jack Cade, the rebel leader’s henchman in *Henry VI*. Some lawyers have devised their own way of revenge and retaliated by analyzing in detail every single legal reference in Shakespeare’s works, to assess, as Phillips Hood indicates, “whether or not Shakespeare’s use of legal terms or his treatment of legal problems is ‘correct’” (1972:

119). More than one lawyer has, across the centuries, found fault with Shakespeare's use of certain legal terms, excoriating him for allegedly misusing some of them or, in other cases, simply employing the term in the wrong context (Alexandre, 2001). Nevertheless, it must be admitted that in many of the examples they cite to this effect, it is more a question of figurative use for dramatic effect rather than, *strictu sensu*, an incorrect one.

If not an actual lawyer, Shakespeare could have easily held a law-related occupation such as working as a law clerk to a legal professional. This would ultimately serve to explain his astounding knowledge of the law, procedures, and legal terminology. Other scholars maintain that Shakespeare could have easily acquired his knowledge of the law during his many court attendances. His innate curiosity, imagination and talent would have done the rest.

Additionally, Shakespeare also had other resources which were even closer at hand. Shakespeare's own family had an impressive record of litigations, either as plaintiffs or as defendants, and as such, had been personally exposed to the consequences of similar instruments of chicanery.<sup>4</sup> As the extant records show, Shakespeare's father found himself involved in around fifty lawsuits<sup>5</sup> within barely a decade, from 1551 or 1552 to 1600, and the Poet was no doubt a witness to many of them. In fact, Shakespeare himself was involved in numerous legal transactions. In *Equity Stirring: The Story of Justice Beyond Law*, Gary Watt lists some of the lawsuits Shakespeare was involved in, amongst which he records marriage bonds, several purchases, drawing up and revisions of wills, and several litigations.<sup>6</sup>

Another possible explanation regarding Shakespeare's familiarity with legal technicalities and terminology is that it is not unlikely that he enjoyed frequenting such venues as the Inns of Court, a place barristers regularly attend, even today, to socialise and receive instruction on the complex scholastics of legal chicanery. As Thomas Bedford (1872: 51), Church historian, puts it:

if they chance to discourse, it is of nothing but statutes, bonds, recognizances, fines, recoveries, audits, rents, subsidies, sureties, enclosures, liveries, indictments, outlawries, feoffments, judgments,, commissions, bankrupts, amercements, and of such horrible matter.

Whatever the sources behind Shakespeare's skills at legal wordplay and imagery, the question this paper raises concerns the translation of these complex metonymic elements into Spanish and the extent to which they have been correctly rendered in their Spanish equivalents and whether the Spanish renders the many legal subtleties that Tudor audiences would be sensitive to.<sup>7</sup>

In this respect, it must be admitted that Spanish translations have rarely done full justice to Shakespeare's legal wit. This study seeks to develop a better understanding of how such legal references have been rendered in translation, analyzing to what extent the dearth of 'law-worthy' translations of Shakespeare's plays may lie behind many distorted receptions in Spain of Shakespeare's true connoisseurship of law terminology. By 'law-worthy' translations is meant those which seek to privilege an accurate rendering into the target text of the legal nuances present in the original. In order to do

so, the translator would need to have some knowledge of the Elizabethan legal system and its legal technicalities as well as be familiar with Shakespeare's figurative use of Elizabethan legal terminology in his plays.

Stage-worthy translations, on the other hand, are more permissive renderings, allowing for a certain degree of liberty with translating legal terminology for the sake of theatrical effectiveness in the context of stage performances. As such, if a Shakespearean text is to be successfully adapted to other stages in other cultures and still retain its original stage effect, an effective rendering of the legal puns, malapropisms, extended metaphors, etc., is a necessary prerequisite to avoid mistranslation, undertranslation and overtranslation.

### **3. The gravedigger v. the lawyers: the first translations of *Hamlet* into Spanish**

One of the most telling examples of under/over translation with regard to Shakespeare's use of legal puns may be found in the much-debated churchyard scene when Hamlet imagines a skull tossed around by the gravedigger to be that of a formerly litigious lawyer and wonders why it does not take due course of legal action and sue the gravedigger for assault:

There's another. Why may not that be the skull of a lawyer?  
Where be his *quiddits* now, his *quilllets*, his cases, his tenures,  
and his tricks? Why does he suffer this rude knave now to knock  
him about the sconce with a dirty shovel, and will not tell him  
of his action of *battery*? Hum! This fellow might be in's time a  
great buyer of land, with his *statutes*, his *recognizances*, his  
*fines*, his *double vouchers*, his *recoveries*. Is this the *fine of*  
*his fines*, and the *recovery of his recoveries*, to have his fine  
pate full of fine dirt? Will his *vouchers* vouch him no more of  
his purchases, and double ones too, than the length and breadth  
of a pair of *indentures*? The very *conveyances* of his lands will  
scarcely lie in this box; and must the *inheritor* himself have no  
more, ha? (V.i) (Legal terms italicised)

Why, one may wonder, such profusion of legal terminology at the end of this revenge tragedy? Though it may sound partially unmotivated –the prince of Denmark somewhat arbitrarily railing against lawyers– Hamlet is in fact making reference to one more injustice to be added to the crime of regicide committed by his stepfather in that, at this point in the tragedy, Hamlet has been dispossessed of his inheritance through Claudius's use of sophisticated legal arguments, hence Hamlet's tirade against "quiddits," "quilllets," "vouchers," "double vouchers," "fines," etc. All these, in one way or another, point to the same direction: legal subtleties, fictions, tricks and artifices used with the aim of either conveying properties or barring unwanted inheritors from finally owning them.

Moreover, Shakespeare often uses legal terms with double-edged meanings: thus, the definition of ‘quillet,’ ranges from ‘pieces of land held by tenures’ to ‘subtle legal fictions or tricks used for protecting or devising this’ (Sokol, 2000: 29). Similarly, the term ‘voucher,’ means ‘a warranty of title used as part of a legal fiction employed in the method of conveyancing known as fine and recovery’ (*op. cit.* 111). As Sokol goes on to hypothesize, perhaps Shakespeare was employing the terms ‘fine and recovery’ here since they were “equivalently great dilemmas for learning and their pairing suggests an Inns of Court student jest” (*op. cit.* 127).

Given the rich interpretative potential of the legal puns woven into the text of this famous scene, the question now arises as to how Spanish translators broached the problematics of preserving them in Spanish.

#### 4. From 18th century Fernandez de Moratín to 21st century Ángel Luis Pujante

It would take almost two centuries for this scene to become accessible for Spanish-speaking audiences. A singular phenomenon of cultural imbalance delayed the presentation of Shakespeare to Spanish audiences in that, while in England translations of Spanish authors first began to appear in the early seventeenth century –the first English translation of *Don Quijote* dates back to 1612–, it was not until the end of this century that the first translations of English authors started to come off the printing presses in Spain. Spanish audiences would have to wait until 1798 to actually read a first-hand translation of *Hamlet*.<sup>9</sup> The author of this first translation was a Spanish liberal dramatist called Leandro Fernandez de Moratín. Despite being influenced by the French-styled Neoclassicism of his days, he decided to translate directly from the English version and not from the French translation, by then a common practice among advocates of Neoclassicism.

However, Fernandez de Moratín was soon to discover that Shakespeare’s style of composition and manner of structuring dialogues were not always compatible with the tenets of Neoclassical theatre according to which a play should be linear and consistent from beginning to end. Voltaire’s comments on “the monster called Hamlet” in his famous *Lettre à l’Académie* must also have exerted some influence on Moratín who hints at some of his misgivings in his Preface by alluding to certain “flaws that mar and obscure the original.” But it is in the notes accompanying his translated version that he gives free rein to his prejudices and misgivings. Such is the case, for instance, when the ghost of Hamlet’s father, the king of Denmark, appears on the castle wall of Elsinore. Marcellus, one of the officers, exclaims: ‘Peace, break thee off, look where it comes again.’ Moratín translates this sequence more or less adequately (*Mírale por dónde viene!*), but cannot refrain from including the following note: “The apparition of a ghost is both odious and ill-timed. If the tragedy begins with an apparition, how is it to end?” (Zaro, 2007: 37).

Moratín also resorts to voluntary omissions. Thus Hamlet’s words in the Mousetrap scene in which he teases Ophelia with a sexual pun in front of the court by saying

'That's a fair thought to lie between a maid's legs!' –most certainly a source of delight to Elizabethan audiences– is not reproduced in the translation, an omission Moratín justifies on the grounds that “some readers may find it offensive” (Zaro, 2007: 44).

As mentioned earlier, a large number of these Spanish translations never reached the stage. Moratín's version was one of them. His somewhat bowdlerized translation radically alters the number of original scenes to make the text adhere to the rules of the Neoclassical theater which hold that whenever a character enters or abandons a scene, the makeup of the group of characters on the stage must change and, by extension, introduce a new scene. Strict adherence to this rule leads to a considerable increase in the number of scenes. Thus, in Act III, instead of the original 4 scenes he adds a staggering 24 more and in Act V instead of the original 2 we have a total of 11, which renders staging the play quasi impossible. In spite of this, Moratín's prose translation remained quite popular for a long period of time, going through a total of 45 editions, the last one appearing relatively recently, in 1978.

With regard to the punning in the *memento mori* scene, Moratín's rendering of Hamlet's jeremiad against lawyers and their use of all sorts of instruments of legal chicanery, simply obliterates a number of these legal references:

Y esa otra, ¿por qué no podría ser la calavera de un letrado? ¿Adónde se fueron sus equívocos y sutilezas, sus litigios, sus interpretaciones, sus embrollos? ¿Por qué sufre ahora que ese bribón, grosero, le golpee contra la pared, con el azadón lleno de barro?... ¡Y no dirá palabra acerca de un hecho tan criminal! éste sería, quizás, mientras vivió, un gran comprador de tierras, con sus obligaciones y reconocimientos, transacciones, seguridades mutuas, pagos, recibos... Ve aquí el arriendo de sus arriendos, y el cobro de sus cobranzas; todo ha venido aparar en una calavera llena de lodo. Los títulos de los bienes que poseyó cabrían difícilmente en su ataúd; y, no obstante eso, todas las fianzas y seguridades recíprocas de sus adquisiciones no le han podido asegurar otra posesión que la de un espacio pequeño, capaz de cubrirse con un par de sus escrituras... ¡Oh! ¡Y a su opulento sucesor tampoco le quedará más! (1840: 99)

None of the legal subtleties of this scene are present in Moratín's translation: first, his rendering obliterates the reference to legal action as a consequence of an attack on a person's integrity: 'action of battery'; secondly, he overlooks the *double entendre* encapsulated in terms such as 'quilllets' and 'vouchers,' which are essential to understanding this scene as a denunciation of the legal subterfuges by means of which lawful owners are cheated of their property.

Spanish audiences would have to wait almost two centuries to have the opportunity to read a more faithful rendering of this key passage. The translation in question was authored by Manuel Ángel Conejero and his team of translators at the Instituto Shakespeare (Valencia) in 1995. Conejero's interest in the performing arts in general makes him particularly suited for this undertaking. One of the basic features of their translations, as Verdaguer states, “is that this is a collective project, carried out by a team of translators, actors and academics, who before writing the final version, thoroughly discuss all the problems involved in the plays, ranging from the selection of

textual variants to semantic difficulties. The preservation of the theatrical dimension of the plays is, however, their main priority” (1999: 94).

In Conejero’s own words: “the choice of words ought to be in the service of theatrical . . . effectiveness” (1980: 262), i.e. favouring a “stage-worthy” approach. His translations have paved the way for the Spanish translations of Shakespeare in the last decades.

¿no podría ser esta la calavera de un abogado? ¿Dónde quedan ahora sus sutilezas, argucias, sus cartas, títulos y sus trucos? ¿Cómo tolerara ahora que ese patán le golpee la cabeza con su sucia pala? ¿Por qué no le demanda por agravios? ¡Hum! Supongo que este individuo era un terrateniente con escrituras, contratos, dobles garantías, protocolos y finanzas. ¿Eso es todo lo que las garantías le garantizaron al final de sus finanzas? ¿Tener rellenos de fino barro sus finos sesos? ¿Le garantizaron sus garantías, dobles o no, un pedazo de tierra del tamaño de las dos mitades de una escritura? Sus títulos de propiedad apenas cabrían en esta caja –en la que él cabe– aunque poca herencia será esa para su heredero (617)

Unlike Moratín, Conejero has attempted to convey the reference to the legal action pursued in order to denounce unlawful physical assault on a person, the ‘action of battery.’ However, it must be admitted that his rendering of this legal action, ‘*demanda por agravios*’, shows that the translator has confused the ‘action of battery’ (‘*denuncia por agresión física*’) with the ‘action of slander’ (‘*demanda por agravios*’) thus losing the important physical dimension of ‘battery’. Likewise, Conejero’s translation of ‘quillet’ as ‘subtle legal tricks’ (‘*sutilezas,*’ ‘*argucias*’) fails to convey the original *double entendre* implicit in the land/legal tricks previously discussed. Such under-translations notwithstanding, Conejero does succeed in conveying the idea of this lawyer as someone who has resorted to all these legal tricks and artifices in order to accumulate lands and houses (“*Sus títulos de propiedad apenas cabrían en esta caja – en la que él cabe*”).

## 5. The new 21<sup>st</sup> century Shakespeare in Spanish: Pujante’s translations of Shakespeare’s complete works

Before discussing the translation of Shakespeare’s legal puns in the 21st century, it is worth mentioning Luis Astrana Marín’s publication of the complete works of Shakespeare in 1929, the first translation into Spanish of the complete Shakespearean corpus. However, even if Astrana Marín is a pivotal figure in disseminating knowledge of Shakespeare in Spain (more than 60 editions have been published up to the present day), his translations, both of the plays and the poems, are rendered only in prose for reasons of ‘Fidelity to the author’. According to Astrana, loyalty to the author is incompatible with verse translations: “no translation in verse,” he claims, “can be good . . . And that is because sometimes the metrics and some other times the rhyme prevent remaining faithful to the author” (17). Unfortunately, Astrana’s achievement probably



had the effect, as Michael Dobson rightly argues, of “discouraging verse renderings for several decades” (2009: 445).

One of the problematic episodes in *Macbeth*, as far as translation is concerned, is the one in which Macbeth, contriving to have Banquo murdered, invokes the night to conceal his murderous act. Macbeth uses legal imagery associated with the term ‘bond’:

Be innocent of the knowledge, dearest chuck,  
Till thou applaud the *deed*. Come, *seeling* night,  
Scarf up the tender eye of pitiful day  
And with thy bloody and invisible hand  
Cancel and tear to pieces that great *bond*  
Which keeps me pale. Light thickens, and the crow  
Makes wing to th' rooky wood.  
Good things of day begin to droop and drowse;  
Whiles night's black agents to their preys do rouse.  
Thou marvel'st at my words: but hold thee still.  
Things bad begun make strong themselves by ill.  
So, prithee, go with me. (III. ii) (Legal terms italicised)

The primary, literal significance of the term “bond” in this verse is that of the bond of fellowship that binds individuals and the ‘canceling’ and ‘tearing apart of it’ may refer to the tearing asunder of the human obligation to behave humanely toward fellow men. But, as Sokol (200: 39) suggests, the image of tearing up and canceling a bond may also be a strong allusion to “the creation and cancellation (by physical destruction) of a monetary bond.” Astrana’s translation of this particular *double entendre* limits itself to the literal significance of the term:

Que tu inocencia lo ignore, queridísima polluela, hasta que puedas aplaudir el hecho . . .  
¡Ven, noche encapirotadora! . . . ¡Venda los tiernos ojos del compasivo día, y con tu  
sangrienta e invisible mano rasga en pedazos este gran vínculo . . . (1925: 99)

The 21<sup>st</sup> century saw a turning point in this field with the translations of Ángel Luis Pujante, professor at the University of Murcia and one of the most prestigious translators of Shakespeare into Spanish, who believes that Shakespearean translations can combine stage-worthiness and academic thoroughness.

*The Merchant of Venice* and *Measure for Measure* are considered two of Shakespeare’s most representative legal plays, both of them highly emblematic of Shakespeare’s complex treatment of the law and justice. The second act of *Measure for Measure* opens with the trial of Pompey. Elbow, the constable, accuses Pompey, a pimp, and Froth, a gentleman bawd, of villainy. They are judged by Escalus. The scene is intended to be comic: Pompey the pimp provided a mistress, none other than Constable Elbow’s wife, for Froth; in spite of being married, the lady seems to have had no qualms about granting her favours:

Pompey        By this hand, sir, his wife is a more *respected* person than any of us all.

- Elbow Varlet, thou liest; thou liest, wicked varlet! the time has yet to come that she was ever *respected* with man, woman, or child.
- Pompey Sir, she was *respected* with him before he married with her.
- Escalus Which is the wiser here? *Justice* or *Iniquity*? Is this true?
- Elbow O thou caitiff! O thou varlet! O thou wicked Hannibal! I respected with her before I was married to her! If ever I was *respected* with her, or she with me, let not your worship think me the poor duke's officer. Prove this, thou wicked Hannibal, or I'll have mine *action of battery* on thee.
- Escalus If he took you a box o' the ear, you might have your *action of slander* too.
- Elbow Marry, I thank your good worship for it. What is't your worship's pleasure I shall do with this wicked caitiff? (II.i)  
(Legal terms italicised)

Constable Elbow confuses Pompey's word 'respected' used in connection with his wife, for 'suspected' (in relation to some sort of lascivious conduct). Shakespeare was prone to encapsulating sexual innuendos within legal terms as is also the case in one of the final scenes of this play when the Duke consents to 'remit' Lucio's other 'forfeits,' meaning 'punishments' but also 'carnal offences.' Shocked and enraged by what he considers a personal affront, Elbow threatens to take legal action against Pompey. However, Elbow's response does nothing but increase the comic effect of this clownish charade for he confuses 'slander' with another personal affront that is legally actionable: the action of battery, which explains why Escalus says mockingly: "If he took you a box o' the ear, you might have your action of slander too." In this respect, Shakespeare is once more portraying what was a real life occurrence, for both legal actions, slander and battery, more often than not went hand in hand in court proceedings since there is an obvious cause and effect relationship between the two offenses in that slander often leads to assault. This scene, with the conjunction of the two offenses, was most certainly a source of amusement for lawyers or those likewise familiar with typical courtroom episodes (Sokol, 2000: 210).

Ángel Luis Pujante's rendering of this riotous scene succeeds in conveying the original comic effect to the Spanish reader and it is easy to imagine audiences roaring with laughter at Pujante's version of this same scene performed on the boards of any stage across the Spanish-speaking world:

- Pompeyo ¡Voto a..., señor! ¡Si su mujer es de más reputación que ninguno de nosotros!
- Codo ¡Mentira, granuja! ¡Mentira, vil granuja! Aún está por llegar el día en el que sea reputada para hombre, mujer o niño.
- Pompeyo Señor, pues él la reputó bien antes de casarse con ella.
- Escalo ¿Quién tiene aquí más juicio, la justicia o la iniquidad? ¿Es cierto eso?
- Coco ¡Ah, miserable! ¡Ah, granuja! ¡Ah, malvado Aníbal! ¿Qué yo la reputé antes de casarme con ella? Si yo la he reputado a ella o ella a mí, no me tenga Vuestra Señoría por guardia del pobre duque. Demuestra eso, vil Aníbal, o te demando por violencia.
- Escalo Y si os diera un bofetón, le demandaríais por calumnia.
- Codo Vaya, os lo agradezco, Señoría. ¿Qué decíais que haga, Señoría, con ese vil

granuja? (2012: 914)

In choosing the Spanish term '*reputación*,' with all its variants (as a noun '*reputación*,' as a past participle '*reputado*') to convey the *double entendre* ('respected'/'suspected'), Pujante manages to juggle with a similar wordplay, i.e. the confusion between 'respected' and/or 'suspected of lascivious conduct.' Moreover, the Spanish past participle, '*reputada*' is likewise used to refer to a woman who is highly respectable while at the same time evocative of 'whorish behavior,' since the word '*reputa*' literally means 'more than a whore.' This example is typical of Pujante's ability to inject the implicit meanings of the source text into the target text and thus preserve the burlesque.

Not so burlesque, however, is what we get in the trial scenes of Shakespeare's *The Merchant of Venice*. Shylock has consented to lend Antonio 3000 ducats. Shylock, who hates Antonio for his humanity towards debtors, has the contract registered by a notary to warrant the enforcement of the penalty: 'for an equal pound / Of your fair flesh, to be cut off and taken / In what part of your body pleaseth me' (I.iii.). Antonio has, in turn, lent some money to Bassanio but the terms of the loan, as Raffield states, "differ dramatically from those of the loan made by Shylock to Antonio: once he has obtained the money from Shylock, Antonio will allow Bassanio 'To have it of my trust, or for my sake' (2014: 58).<sup>10</sup>

When Antonio proves unable to return the loan, Shylock seeks 'the due and forfeit of my bond' (IV.i.). The dilemma now is whether the courts will decree the execution of the penalty clause or, on the contrary, dismiss it on grounds of cruelty. The play hinges on this legal/moral dilemma: free commerce and profits, warrants for commercial agreements etc., versus a more humane interpretation of such contracts.

Paradoxically enough, Antonio himself alludes to the legal framework for commerce in Venice when he argues, "for the commodity that strangers have / with us in Venice, if it be denied, / will much impeach the justice of the state" (III.iii). The word 'commodity' here is charged with subtle polysemy, for its signification ranges from 'free trade,' 'value,' 'safety,' 'profit' to the 'widely acknowledged legal standing' of the city of Venice. This legal pun offers some idea as to one of the questions underlying this tragedy, i.e., how can free trade and profit be fittingly harmonized within a stable legal framework recognized and accepted by the majority? Strikingly enough, the legal overtones of the 'commodity' have invariably been overlooked in translation. Pujante's translation is, once again, one of the few exceptions to the rule:

El Dux no puede impedir el curso de la ley.  
Sería negar los derechos de que gozan  
aquí los extranjeros, y empañaría  
la justicia del Estado, pues el comercio  
y los ingresos de Venecia están ligados  
a todos los pueblos. (2012: 403)

Pujante cultivates a triple fidelity: to the dramatic nature of the plays, to

Shakespeare's language and to the target language. His translations, which aim at being "stage-worthy" and not only meant to be read, retain all the expressive elements of the original: Shakespeare's verse and rhythm, figurative language, acoustic effects, and carefully cultivated ambiguities through use of polysemy. Though not quite in the area of legal puns, in the first scene of *Macbeth*, when the witches are conjuring up an apparition ("Fair is foul, and foul is fair!"), Pujante aptly renders the spell into Spanish by adhering to the original rhythm: "*Bello es feo y feo es bello*". He also manages to preserve some internal cohesion by using similar words to translate Macbeth's 'so foul and fair a day I have not seen' ("*un día tan feo y bello nunca he visto*"). Another instance of a successful translation is to be found when the witches have kindled Macbeth's desire to reach the throne, and the latter expresses his determination and moral dilemma in highly poetic terms:

If it were done when 'tis done, then 'twere well  
 It were done quickly. If the assassination  
 Could trammel up the consequence, and catch  
 With his surcease success; that but this blow  
 Might be the be-all and the end-all here,  
 But here, upon this bank and shoal of time,  
 We'd jump the life to come. But in these cases  
 We still have judgment here, that we but teach  
 Bloody instructions, which, being taught, return  
 To plague th' inventor: this even-handed justice  
 Commends the ingredients of our poisoned chalice  
 To our own lips. He's here in double trust:  
 First, as I am his kinsman and his subject,  
 Strong both against the deed; then, as his host,  
 Who should against his murderer shut the door,  
 Not bear the knife myself. (I.vii)

Pujante succeeds in maintaining the paronomasia of the original ('surcease'/ 'success') by resorting to a similar paronomastic sequence in Spanish: '*suerte*'/ '*muerte*'.

Si darle fin ya fuera el fin, más valdría  
 Darle fin pronto; si el crimen  
 Pudiera echar la red a los efectos y atrapar  
 mi suerte con su muerte; si el golpe  
 todo fuese y todo terminase, aquí y  
 sólo aquí, en este escollo y bajío del tiempo,  
 arriesgaríamos la otra vida (2012: 68)

Similarly, when Launcelot, servant to Shylock, and his father, Gobbo, asks Bassanio to allow Launcelot to enter service in Bassanio's house as a servant, Shakespeare peppers the scene with malapropisms. Both Launcelot and his father repeatedly misuse a number of technical terms, some of them with legal overtones:

- Gobbo            Here's my son, sir, a poor boy . . .
- Launcelot       Not a poor boy, sir, but the rich Jew's man  
that would, sir, as my father shall specify . . .
- Gobbo            He hath a great *infection*, sir, as one would say,  
to serve . . .
- Launcelot       Indeed, short and the long is, I serve the  
Jew, and have a desire, as my father shall specify . . .
- Gobbo            His master and he, saving your worship's reverence,  
are scarce cater-cousins.
- Launcelot       To be brief, the very truth is that the Jew  
having done me wrong, doth cause me, as my father,  
being, I hope, an old man, shall *frutify* unto you . . .
- Gobbo            I have here a dish of doves that I would bestow  
upon your worship, and my suit is . . .
- Launcelot       In very brief, the suit is *impertinent* to  
myself, as your worship shall know by this honest old  
man; and, though I say it, though old man,  
yet poor man, my father. . .
- Bassanio        One speak for both. What would you?
- Launcelot       Serve you, sir.
- Gobbo            That is the very *defect of the matter*, sir.
- Bassanio        I know thee well; thou hast obtain'd thy suit . . . (II.ii)  
(Legal terms italicised)

In this ping pong, malaprop scene, Shakespeare plays with legal puns to amuse the audience and further characterize Launcelot and Gobbo as clownish figures. Such 'ludicrous misuse of words' would surely have caused great mirth in the audience. Shakespeare often used these comic interims to mitigate the effect of the more somber sequences. In *Much Ado About Nothing*, for instance, Dogberry uses two malapropisms in just one sentence: "One word, sir. Our watch, sir, have indeed comprehended two auspicious persons" (III.v.), a case of a double malapropism: "comprehended" instead of "apprehended" and "auspicious" in exchange of "suspicious."

It is not easy, however, to find translations conveying functional equivalents of these malaprops. Worse still, in some cases, the translator even eschews the legal wordplay even when it constitutes a pivotal factor in the comic build-up of this scene. One such example is to be found in the work of another translator called Menéndez Pelayo whose 1881 translation standardizes the entire sequence, rendering the legal pun non existent and, by extension, incurring the loss of the comic effect for the Spanish target reader: "*Lo cierto es que el judío me ha tratado bastante mal, y esto me ha obligado... Pero mi padre, que es un viejo, prudente y honrado, os lo dirá*" (Menéndez y Pelayo, 1881: 26).

Pujante's translation of the same passage, on the other hand, succeeds in preserving many of the nuances of these malapropisms. Pujante takes stage-worthiness very much into account in his translations of Shakespeare's plays as indicated by his choice to translate Shakespeare's blank verse into a more rhythmic free verse, thus avoiding

excessively lengthy lines in Spanish. Here again his translation proves to be apt for the stage:

|           |  |
|-----------|--|
| Gobo      | Señor este es mi hijo, un muchacho pobre . . .   |
| Lanzarote | Muchacho pobre no señor, sino criado de un judío rico que desea, señor, como mi padre especificará . . .   |
| Gobo      | Tiene, señor, como se dice, una <i>declinación</i> natural a servir  |
| Lanzarote | Pues bien, breve y largamente, yo sirvo al judío y tengo el deseo, como mi padre especificará...   |
| Gobo      | Su amo y él, con perdón de vuestra merced, no hacen buenas migas   |
| Lanzarote | En suma, la verdad es que, como el judío me ha tratado mal, yo debo, como mi padre, siendo, según espero, un anciano, os <i>explificará</i> ...  |
| Gobo      | Aquí traigo un plato de pichones que deseo regalaros, y mi petición...   |
| Lanzarote | Abreviando: la petición me es <i>impertinente</i> , como os dirá este honrado anciano, que, no es por nada, aunque pobre y anciano, es mi padre. |
| Bassanio  | Que hable uno. ¿Qué deseáis?   |
| Lanzarote | Serviros, señor.   |
| Gobo      | Ese es el <i>maúllo</i> de la cuestión.  |
| Bassanio  | Te conozco. Tuyo es el empleo. (2012: 377)<br>(Legal terms italicised)   |

The nature of the different malapropisms in this comic scene shows that the servants' degree of familiarity with the respective legal terms is very poor, as evidenced by the fact that they mistake 'certify' for 'frutify', amongst many other common blunders.

The comical 'certify'/'frutify' malaprop of the original has been imaginatively resolved in Spanish by coining a new expression '*explificará*' which echoes the semantic confusion taking place in Launcelot's mind. Pujante's translation is law-worthy, in the sense that it is precise in its rendering of legal terminology, puns, malapropisms, etc., and stage-worthy, in the sense that it keeps the wordplay of the original alive by inventing rather appropriate functional equivalents for each case, thus keeping with stage dynamics.

In conclusion to this study on the evolution of translation trends regarding Shakespeare's "legal" plays, it is clear that the "law-worthy"/"stage-worthy" dilemma is central to translating Shakespeare's legal wit. "Loose" translations of Shakespeare's legal punning and malapropisms have led to undertranslation or even obliteration of the relevant passages. Inversely, privileging "law-worthiness" has resulted in 'stage-unworthy' translations, ultimately leading to failed stage adaptations or to the stage directors' decision to reject the text on grounds of its unsuitability for stage production. Fortunately, recent translations of Shakespeare's works seem to point to a more promising horizon. Such is the case with Ángel Luis Pujante's Spanish edition of Shakespeare's comedies and tragicomedies: based on prior study and analysis of the Elizabethan legal system and its terminology, Pujante's translations have made Shakespeare's legal punning accessible to theatre-goers and Shakespearean scholars across the Spanish-speaking globe. Let's not kill all translators!

## Notes

1. In one his sonnets, "But Be Contented When that Fell Arrest," Shakespeare referred to death as "*that fell arrest*", with the word 'fell' "standing for something 'savage, cruel, terrible' while the word 'arrest' plays with a two-fold meaning: 'the act of stopping something in its course' and that of being 'taken into custody.'"

2. "The conviction of Claudio and the subsequent sentence of death, for the statutory criminal offence of fornication", Redfield hypothesizes, "may have been a dramatic invention, but it was not that far removed from the clamorous demands made by a vociferous 'puritan' minority in the latter part of Elizabeth's reign and at the accession of James I" (2014:55).

3. The first mention was made by Edmond Malone, a lawyer and Shakespeare editor, in 1778, in a footnote to his edition of Hamlet. Two years later, in his *Prolegomena to The Life of William Shakespeare*, he states that Shakespeare's "knowledge and application of legal terms, seems to me not merely such as might have been acquired by casual observation of his all-comprehending mind; it has the appearance of technical skill; and he is so fond of displaying it on all occasions, that there is, I think, some ground for supposing that he was early initiated in at least the forms of law" (Alexandre, 2001: 52).

4. As Kornstein argues in *Kill All the Lawyers?: Shakespeare's Legal Appeal*, Shakespeare came from a particularly litigious family in a litigious age. (1994: 15)

5. Drawing from the extant records of court proceedings, it seems that "John Shakespeare, from his settlement in that town about 1551 or 1552 down to 1600, was engaged either as plaintiff or defendant in nearly fifty law-suits" (Devecmon, 1899: 45).

6. Both the poet and his father were engaged in such litigations. As Gary Watt records in *Equity Stirring: The Story of Justice Beyond Law*,

We also know that he was directly and indirectly involved in litigation. . . much of it started by the poet to recover debts due to him . . . Shakespeare's father was also a party to the prolonged chancery litigation in Shakespeare v Lambert and on 26 September 1587 William was named as a party to an attempted compromise of that suit. The suit concerned land which had passed to his mother under her father's will and which Shakespeare was in line to inherit, but his father mortgaged the land to Edmund Lambert and it was forfeited when he failed to repay the debt on mine. (2009: 201)

7. In this respect, it is important to keep in mind that Spanish audiences' exposure to Shakespeare's plays as stage performances was, until recently, limited to approximately 1/3 of his plays since many of the translated texts, some of them scholarly editions, were simply not suitable for production in the context of the dynamics of a Spanish playhouse.

8. This *memento mori* scene has to be set in its proper sociocultural context. Shakespeare is parodying a popular case of the day, *Hales v Petit* (Shahan, 2013: 89), a dispute over land between a citizen and a monarch; the crown's claim, it goes without saying, finally prevailed, it being only logical that a king would in such cases exert his absolute power and deploy his army of experienced lawyers, all schooled in the subtleties of legal artifices, for conveying land this way or that.

9. The first Spanish translation of a Shakespearean play, *Hamlet*, translated by Ramón de la Cruz, came out only in 1772, and was not based on the original but on an already 'loose'

French version of the play by J.F. Ducis. Spain was then under the spell of French revolutionary ideals. The bulk of translations into Spanish proceeded from French versions: out of a total of 2200 translated into Spanish during the eighteenth century, 65% of them were translations from French into Spanish, translations from English barely reaching 7%. (Pujante, 2007: xxii).

10. Raffield states the following on this matter:

[I]n juristic terms, the dramatic conflict over the enforceability of Antonio's bond represents the theme of immutable law colliding with a flexible and humane, alternative model. In the Elizabethan legal system, this conflict was embodied by the disagreement between King's Bench and Common Pleas over the status of the promise in contract law. Dissension between the two courts reached its climax in *Slade's Case*, which commenced in King's Bench in 1596 and was finally decided in 1602, 'before all the Justices of England, and Barons of the Exchequer ...' (2014: 61)

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