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1 Struggling with Restricted Code of translation customers

A few decades ago a group of linguistsic researchers found that many worker families in the UK speak an impoverished version of the English Language which was called "Restricted Code".

Others objected, saying that all code is equal if only you adapt the perspective under which you observe it. E.g. Eskimos might have speak a "restricted code"when talking about tropical animals but an "elaborate code"when talking about types of snow.

Impoverished versions of human language are commonplace among my customers and it can be difficult to adapt to them, but one can eternally relativize the restrictedness.

With the computer code, things are a bit different.

The e-mail that I get from them is generally in top-posting style, without a digital signature, often even without a subject line and almost always without a sufficiently distinctive and meaningful subject line. The reason for the top-posting style is that Microsoft software imposes it and that following Microsoft is the de facto "standard"behaviour.

When I send plain text files to customers, they in general say that they can not "open"them and they do not even know what kind of format this is. When they deal with them in the "standard way", which is to double-click on them from within latest Microsoft Operating & Office system, they only get a screen full of question marks.

Thus, if I want to be free to work efficiently myself, I send the text file alongside with a PDF file, explaining that the latter is needed "for viewing in restricted computing environments".

One way of overcoming some of these restrictions fairly easily would be to install OpenOffice.org (OOo). But most people don't see a reason to deviate from the standard restricted behaviour, and not even the new owners of OOo, Oracle, a company whose boss has been quite aggressive toward Microsoft before, seems to see a reason anymmore.

2 Struggling with Restricted Code of Contract Lawyers

I have during these days applied 600 corrections to the text of a Chinese-English Joint Venture Contract.

These were only the most necessary corrections.

I once more learned that contracts should preferrably be written in several language versions of equal legal validity.

That acts as an effective counter-balance against self-referential lawyer language into which especially monolingual American lawyers tend to fall.

Here are a few random fragments of an already signed contract that I was asked to translate back to Chinese because the Chinese version will be the legally binding one:

> The term representing gender means both male and female.
>
> Singular or plural words shall contain singular or plural form correspondingly.
>
> "The", "These" and similar terms mean specific chapter, item or chapter in the Articles of Association of the Company.
>
> In the event of complying with the law, the products and services of the Company shall be sold in local or foreign currency.
>
> Party B promises and shall obtain its Affiliates' promise under the same terms and conditions not to be directly or indirectly engaged in any type of other businesses which are aimed to : (i) manufacture and/or sell products with the same technical characteristics as the products manufactured by the Company; and/or (ii) manufacture and/or sell the same type of products with similar or the same technical characteristics with the products manufactured by the Company.

Chinese lawyers have learned via Hongkong from American lawyers that they must take precautions against any possible narrow interpretation of a generic term. They do this by expanding such terms into lists of alternative terms. In doing so, they achieve the opposite of what they intend to achieve: the generic term becomes non-generic, and the sentence becomes syntactically ambiguous. In the end a contract is written which means nothing, and, as logicians know well, from nothing anything follows (ex nihilo quodlibet).

3 Strength of a language lies in Restriction

Whether a text is written in proper logical language is decided by a validation parser.

Whatever is not derivable from a core set of definitions is rejected.

Also in programming languages, expressive power comes from austerity.

It is the rigor of a restrictive ruleset that makes expressive power possible.

Without this rigor there is no meaning and no set of rules for poets to play with.

Logical Language is an ideal for the language of law, and the typical legal contract, especially American style, would fail its validation tests very badly.

There is a reason why particular the language of law and that of public institutions needs to be measured by this ideal: it is a public good and part of the constituting contract of the polity (e.g. national community).

It must be accessible to all citizens, across as many generations as possible, in an equal and transparent manner.

The validation parser must reject idiosyncracies that would make it unsystematic or introduce opacity for the benefit of a few.

The "restricted code"of semi-alphabetized industry workers and contract lawyers is not restricted in the sense that it can express maximal meaning with a minimal vocabulary. Rather it is restricted in the sense that it is capable of expressing only minimal meaning or, in the case of the American contract lawyers and their Chinese pupils, maximally watertight absence of meaning.

4 Euphoria vs Conspiracy Theories about Tunisian Revolution

Bernard-Henri Lévy praised the Tunisian revolution in so aggressively euphoric a piece today that I started wondering whether the obligatory CIA/Israel conspiracy theory could contain some truth. Not that backing of CIA or Israel would necessarily discredit any movement.

En outre, BHL s'a bien mérité la reponse de Félix dans le forum du Point.