

## THE ROLE OF LEGAL TRANSLATION IN THE ENFORCEMENT OF CROSS-BORDER COMMERCIAL CONTRACTS UNDER THE AFRICAN CONTINENTAL FREE TRADE AREA (AfCFTA): A NIGERIAN PERSPECTIVE

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### ABSTRACT

The enforcement of cross-border commercial contracts under the African Continental Free Trade Area (AfCFTA) fundamentally depends on the clarity and fidelity of legal translation, yet this essential facet remains underexplored. Inaccurate translations can distort contractual terms, undermine enforceability, and elevate the risk of disputes, particularly within multilingual environments such as Nigeria. Recognizing that language barriers can hinder effective communication and stakeholder alignment, Fanjanirina (2024) highlights the critical role of inclusive language policies in promoting trade integration under the AfCFTA framework. This study employs a mixed-methods approach, consisting of doctrinal analysis of AfCFTA legal texts, case studies illustrating the repercussions of translation errors in contract enforcement, and semi-structured interviews with Nigerian legal practitioners and translators. It aims to (a) identify specific translation challenges that impair the enforceability of commercial contracts, (b) evaluate how these challenges manifest in legal disputes, and (c) propose a structured framework for certified legal translation protocols tailored to Nigeria's context. The findings are expected to demonstrate how accurate, culturally attuned legal translation strengthens contract clarity, legal certainty, and investor confidence—and thereby supports Nigeria's deeper integration into intra-African trade. This paper contributes to commercial law scholarship by illuminating translation not merely as a technical step, but as a foundational element influencing legal outcomes under continental trade regimes.

**KEYWORDS:** Legal Translation, AfCFTA, Contract Enforcement, Language Barriers, Nigeria, Certified Translation Protocols

### INTRODUCTION

The African Continental Free Trade Area (AfCFTA), which came into effect on 1 January 2021, represents the largest free trade area in the world by number of participating countries, covering 54 African states and creating a market of 1.3 billion people with a combined GDP of over US\$3.4 trillion (UNECA, 2020). Its overarching goal is to facilitate cross-border trade, reduce tariffs, and harmonize legal and regulatory frameworks across Africa (Abrego et al., 2020). However, beyond tariffs and trade facilitation, the linguistic diversity of Africa—with English, French, Arabic, Portuguese, and numerous indigenous languages—poses serious challenges for the enforcement of cross-border commercial contracts.

Instruments of trade law are only effective to the extent that they are understood and uniformly applied. Legal translation therefore becomes indispensable for the accurate transmission of contractual obligations, rights, and remedies. Inaccurate or inconsistent translations may result in ambiguity, misinterpretation, and contractual disputes, thereby undermining both investor confidence and the predictability of trade law (Šarčević, 2019). Nigeria, Africa's largest economy and one of AfCFTA's principal players, operates in a highly multilingual environment with over 500 indigenous languages, yet conducts most of its legal and commercial transactions in English. This raises significant concerns regarding the accessibility, clarity, and enforceability of cross-border contracts.

Scholars such as Oguamanam (2018) have stressed that language and translation remain underappreciated obstacles in African legal harmonization. Similarly, Fagbayibo (2019) observes that the success of AfCFTA will depend not only on institutional frameworks but also on mechanisms that bridge Africa's cultural and linguistic diversity. These insights highlight the urgent need to interrogate how legal translation influences contract enforcement under AfCFTA, particularly from the Nigerian perspective, where multilingualism and evolving commercial law intersect.

The study is thus conceived to address a critical gap in scholarship by exploring the role of legal translation in cross-border commercial contract enforcement under AfCFTA, with specific attention to Nigeria's legal and linguistic realities.

### **Statement of the Problem**

The African Continental Free Trade Area (AfCFTA) aspires to harmonize trade and commercial relations across Africa by removing tariff and non-tariff barriers. Yet, one of the least examined obstacles to its effective operation is the challenge of legal translation in cross-border contract enforcement. The AfCFTA is anchored in six official languages-Arabic, English, French, Portuguese, Spanish, and Swahili, while African states, including Nigeria, function in highly multilingual environments. This reality creates the risk that identical provisions, agreements, or contracts may be interpreted differently due to translation discrepancies (Šarčević, 2019).

Nigeria illustrates this problem acutely: although English is the official language of law, commerce often involves indigenous languages, and business parties may rely on translated agreements. Inaccurate translations can distort contractual obligations, alter the balance of rights and liabilities, and generate disputes that compromise legal certainty. Oguamanam (2018) has observed that Africa's linguistic diversity complicates legal harmonization, while Fagbayibo (2019) emphasizes that without addressing translation challenges, AfCFTA's integration agenda risks stalling.

Furthermore, as Abrego et al. (2020) note, the success of AfCFTA will depend not only on reducing tariffs but also on ensuring predictable and enforceable rules. If contractual texts are not uniformly translated and interpreted across member states, Nigeria and its trading partners may face increased transaction costs, forum shopping, and loss of investor confidence.

The problem, therefore, is that legal translation-though central to contract clarity and enforceability, remains underdeveloped within AfCFTA's legal architecture. Without deliberate mechanisms for certified translation and harmonized interpretation, Nigeria risks contractual uncertainty, weakened dispute resolution, and limited benefits from continental trade integration.

### **Objectives of the Study**

The primary purpose of this study is to examine how legal translation affects the enforcement of cross-border commercial contracts under the African Continental Free Trade Area (AfCFTA), with particular attention to Nigeria's multilingual and legal context. It seeks to highlight the risks posed by inaccurate or inconsistent translations, assess their implications for contractual certainty and dispute resolution, and propose mechanisms, such as certified translation protocols-that can enhance Nigeria's legal capacity to benefit from AfCFTA. **The specific objectives of this study include:**

1. To analyze the role of legal translation in ensuring the clarity, accuracy, and enforceability of cross-border contracts within the AfCFTA framework.
2. To investigate the specific translation challenges facing Nigeria in the enforcement of commercial contracts, given its multilingual environment and reliance on English as the official legal language.
3. To examine the impact of translation errors on contractual disputes, legal uncertainty, and investor confidence in Nigeria's cross-border trade under AfCFTA.
4. To assess existing mechanisms (legal, institutional, and procedural) for managing translation in commercial law, both in Nigeria and in comparable multilingual jurisdictions.
5. To propose a structured framework for certified legal translation protocols that can strengthen Nigeria's role in AfCFTA by ensuring consistent interpretation and enforcement of cross-border contracts.

## **REVIEW OF RELATED LITERATURE**

### **Literature reviewed in this study relate to the following subheadings:**

#### **AfCFTA and the Challenge of Legal Harmonization:**

The African Continental Free Trade Area (AfCFTA), which entered into force in 2019, represents Africa's most ambitious attempt at creating a unified market. Its framework agreements and protocols are drafted in four equally

authentic languages-Arabic, English, French, and Portuguese-making language consistency essential for effective enforcement. Abrego et al. (2020) highlight that while AfCFTA could boost intra-African trade significantly, linguistic diversity and institutional disparities present serious challenges to harmonization. Similarly, Fagbayibo (2019) argues that the “language of integration” remains a neglected yet decisive factor, as multilingualism risks distorting the intended uniformity of AfCFTA’s legal obligations.

#### Legal Translation in Multilingual Legal Systems:

Translation plays a determinative role in cross-border commercial law. Šarčević (2019) emphasizes that legal translation is not merely linguistic transfer but a process of safeguarding legal equivalence across different systems. Any mistranslation can result in divergent interpretations of obligations, undermining enforceability of contracts. Oguamanam (2018) extends this argument to Africa, observing that the continent’s plurality of legal traditions and languages complicates the task of harmonizing commercial law. He contends that linguistic barriers, if not properly managed, may weaken the legal certainty necessary for fostering trade under AfCFTA.

#### Nigeria’s Multilingual Legal and Commercial Environment:

Nigeria’s participation in AfCFTA requires confronting its own complex linguistic landscape. Docrat and Kaschula (2023) document how translation and interpreting difficulties in Nigeria and other African jurisdictions often impede judicial efficiency and fair hearing, with implications for commercial dispute resolution. Adegbite (2019) further shows that Nigeria’s entrenched multilingualism poses structural obstacles to communication, integration, and legal administration, suggesting that without standardized translation mechanisms, contractual clarity under AfCFTA will remain elusive.

#### Synthesis and Gap in the Literature:

The reviewed scholarship converges on three insights: (i) AfCFTA’s multilingual authenticity makes translation indispensable for legal certainty; (ii) legal translation errors have direct implications for contractual enforceability; and (iii) Nigeria’s linguistic diversity heightens the need for professional translation in cross-border trade. However, there is a notable research gap: few studies have specifically examined the role of legal translation in enforcing AfCFTA contracts from a Nigerian perspective. This study addresses that gap by exploring how standardized legal translation protocols could enhance Nigeria’s effective participation in AfCFTA and mitigate enforcement risks in cross-border commercial contracts.

#### **An in-depth analysis of the points raised in the above literature review follows and further reveals thus:**

##### 1) Translation challenges in interpreting standard-form contracts:

- a) Term-of-art drift: Legal terms with no one-to-one equivalents across English/French/Arabic/Portuguese (e.g., “best efforts,” “time is of the essence,” “force majeure,” “indemnify and hold harmless”) often receive ordinary-language translations that dilute or expand obligations.
- b) Boilerplate opacity: Standard clauses (entire agreement, no-waiver, notice, assignment) are frequently lifted from common-law templates and rendered into civil-law idioms, or vice versa, creating mismatches in meaning (e.g., “warranty” vs “garantie” vs “assurance”).
- c) Ambiguous defined terms: Drafters define key terms in one language, then translate inconsistently in the body (e.g., “Business Day” vs “jour ouvrable”), causing performance and default date disputes.
- d) Numerals, decimals, and punctuation: Currency markers, decimal commas vs points, and thousands separators create errors in price, penalties, and interest calculations.
- e) Cultural/legal false friends: Words like “reasonable,” “material,” “liquidated damages,” or “good faith” carry jurisdiction-specific content; literal translations obscure the doctrinal load.
- f) Notice & delivery mechanics: Translation of addresses, modes (“courier,” “registered post,” “email with read receipt”) and time-of-receipt rules can change whether a termination/claim notice is valid.
- g) Machine-translation overreliance: First-pass MT of boilerplate accelerates drafting but propagates subtle errors (negations, scope creep, modality-shall/must/may).
- h) Multilingual annexes: Specs, technical drawings, or Incoterms appended in different languages become the “applied” contract and may trump the main clause if the precedence clause is weak.

##### 2) Effects on enforceability of arbitration clauses and choice-of-law provisions:

- a) Pathology in arbitration agreements:

Divergent translations of seat vs venue vs place can jeopardize tribunal jurisdiction or curial law.

Institution names or rules misrendered (e.g., ICC/LCIA/CRCICA) may trigger “pathological” clauses or parallel proceedings.

Scope phrases (“arising out of or in connection with”) translated narrowly can exclude tort/statutory claims, shrinking arbitrability.

b) Choice-of-law slippage:

“Governing law” vs “applicable law” inconsistently translated may be read as procedural rather than substantive law.

Public policy carve-outs translated too broadly invite refusal of enforcement at recognition stage.

Where multiple authentic versions exist, parties may cite different texts to argue different governing-law outcomes.

c) Enforceability at court stage (Nigeria and partner states):

Courts scrutinize whether the parties agreed unequivocally to arbitrate; translation ambiguity undermines consent.

Recognition/annulment turns on whether the award violated the parties’ actual agreement-poor translations of scope/seat increase set-aside risk.

In bilingual dealings (e.g., ENG-FRA), absence of a “prevailing language” clause invites dueling expert translators and procedural delay/cost.

3) Proposals for harmonized multilingual contract drafting (AfCFTA-aligned):

A. Structure & drafting architecture:

1. Dual-column contracts with clause numbering should be locked, so each sentence is co-indexed across languages.

2. Master language + authenticity rule: It should be stated that all versions are authentic but the English (or agreed) version prevails for interpretation; That language should be listed in the interpretation clause and in the arbitration clause.

3. Defined-terms glossary (multilingual): There should be a table mapping each defined term across languages; the defined term (capitalized) should be used consistently in all versions.

4. Institution/rules should be identified by legal name + URL/edition/date in all languages -to prevent misidentification.

5. Numerical controls: All numbers should be in figures and words, ISO currency codes (e.g., “USD”), and a clause that figures prevail over words (or vice versa, choose one).

B. Translation governance and quality control:

6. Translator qualifications: ISO-17100-compliant providers or court-certified legal translators should be the minimum standard required;The firm should be named in the contract’s execution block or a translation certificate attached as an annex.

7. Style guide & termbase: A bespoke AfCFTA trade/legal termbase (ENG-FRA-POR-ARB) and contract-specific style sheet (modality, dates, decimals) should be adopted.

8. Bilingual redlining protocol: Any amendment must be redlined in all languages simultaneously, with a certification page confirming semantic equivalence.

9. Back-translation spot checks: For high-risk clauses (arbitration, governing law, liability caps, indemnities), require independent back-translation before signing.

C. Dispute-avoidance and forum clauses:

10. Seat and language of arbitration should be fixed in the same sub-clause, e.g., “Seat: Lagos; Language: English; Institution: LCA/ICC; Rules: 2021 Rules.”

11. Evidence translation rule: This involves allocating who pays, turnaround standards, and the translator accreditation for witness statements/exhibits.

12. Hierarchy of documents: This implies clear precedence order among schedules, annexes, technical specs, and translations

D. Operationalization for AfCFTA trade:

13. Model clauses: AfCFTA-compatible bilingual model clauses (arbitration, governing law, notices, limitation of liability) should be developed for ENG-FRA and ENG-POR trade lanes common to Nigeria.

14. Regulatory touchpoints: Nigerian agencies (e.g., trade/export authorities) should be encouraged to publish authoritative bilingual guidance for customs/tariff terms used in contracts.

15. Training & audits: There should be annual workshops for in-house counsel and translators; post-dispute audits to update the termbase and style guide.

E. Technology with safeguards

16. MT-assisted, human-led workflow: Allow machine translation for first drafts only within a secure environment; mandate human legal review and sign-off.

17. Clause libraries with version control: Maintain vetted bilingual clause banks; forbid ad hoc copy-paste from unknown sources.

18. Contract-lifecycle tools: Use CLM systems that support parallel language versions with lockstep updates and equivalence checks.

Practical checklist (for Nigerian parties)

Pick one prevailing language and say so twice (interpretation clause + arbitration clause).

Name the seat, institution, and rules precisely; avoid synonyms.

Attach a translator’s certificate and the multilingual glossary.

Use ISO currency codes, control decimals, and double-state numbers.

Provide a document hierarchy and evidence-translation protocol.

The above AfCFTA-aware framework though rigorous, minimizes translation risk, strengthens arbitration and governing-law enforceability, and makes your contracts courtroom- and tribunal-ready.

**Research Methodology:**

This study adopts a qualitative doctrinal research design, supported by a comparative legal approach. Doctrinal research is appropriate because the study investigates existing legal instruments, such as the AfCFTA Agreement, its Protocols, and Nigeria’s trade-related legislation, and analyses how they interact with the practice of legal translation in cross-border contract enforcement. The comparative dimension is necessary to evaluate how other multilingual jurisdictions within Africa (e.g., South Africa, Cameroon) have approached similar challenges.

Sources of Data:

The research relies on secondary data sources. These include:

1. Primary Legal Instruments: The AfCFTA Agreement (2019), related Protocols on trade in goods and services, Nigeria’s Arbitration and Conciliation Act (2004, as amended), and relevant case law from Nigerian courts and regional tribunals.

2. Scholarly Literature: Peer-reviewed journal articles, books, and reports focusing on legal translation, multilingualism, AfCFTA, and contract enforcement. Examples include works by Oguamanam (2018), Šarčević (2019), and Docrat & Kaschula (2023).

3. Institutional Reports: Publications from the African Union (AU), Nigerian Bar Association (NBA), United Nations Economic Commission for Africa (UNECA), and World Trade Organization (WTO) dealing with AfCFTA and trade harmonization.

#### Method of Data Collection

Doctrinal research methods are used to collect data from legal texts, while systematic literature review techniques is applied to gather and organize academic and institutional writings. Databases such as JSTOR, HeinOnline, Scopus, and ResearchGate are used to identify relevant peer-reviewed works.

#### Method of Data Analysis:

The study employs content analysis, comparative legal analysis and critical analysis.

**Content Analysis:** Identifies recurring themes, ambiguities, and gaps in translated AfCFTA documents, Nigerian trade laws, and case law.

**Comparative Analysis:** Examines approaches to legal translation and contract enforcement in Nigeria against selected African jurisdictions with multilingual legal systems.

**Critical Analysis:** Evaluates how inadequate or inconsistent translation undermines enforceability of contracts under AfCFTA and suggests policy or institutional reforms for Nigeria.

A combination of these methodological approaches is justified because AfCFTA enforcement is fundamentally a legal issue, but one deeply shaped by translation practices. A purely empirical or statistical method would not capture the doctrinal and interpretive nuances of multilingual legal texts. By combining doctrinal and comparative methods, the study ensures both legal precision and practical relevance for Nigeria's role in AfCFTA.

### DOCTRINAL ANALYSIS OF AfCFTA TRADE TEXTS

The African Continental Free Trade Area (AfCFTA) Agreement, adopted in March 2018 and entered into force in May 2019, establishes a legal framework for promoting intra-African trade by reducing tariff and non-tariff barriers. Its enforceability depends not only on substantive provisions but also on the linguistic accuracy of its trade texts. Unlike purely economic treaties, the AfCFTA's legal obligations are drafted in four equally authentic languages-English, French, Arabic, and Portuguese-creating fertile ground for doctrinal analysis of legal translation.

#### Authenticity and Legal Certainty:

Article 32 of the AfCFTA Agreement stipulates that all four language versions are equally authentic. While this principle promotes inclusivity, it also creates potential interpretive divergences. For instance, a clause in the English version on "substantial liberalisation" may not carry the same nuance when rendered in French ("Libéralisation substantielle") or Arabic, where the economic connotation of "substantial" may differ. According to Šarčević (2019), equal authenticity without mechanisms for resolving translation inconsistencies undermines legal certainty in multilingual treaties.

#### Contractual Obligations under AfCFTA:

The Protocol on Trade in Goods obliges State Parties to progressively eliminate tariffs and adopt common standards. However, doctrinal scrutiny reveals that some provisions rely heavily on undefined terms such as "substantially all trade." Without precise translation across languages, this vagueness could generate conflicting contractual expectations. Oguamanam (2018) notes that such linguistic ambiguities, if imported into national legal systems, may frustrate enforcement of cross-border contracts.

Dispute Settlement and Translation Challenges:

The AfCFTA Dispute Settlement Mechanism (DSM), modelled on the WTO system, emphasizes fairness and predictability in resolving trade disputes. Yet, doctrinal analysis suggests that multilingualism complicates this goal. Article 20 of the Protocol on Rules and Procedures on the Settlement of Disputes makes no clear provision for an official translation unit, leaving arbitral panels to interpret texts that may differ in nuance depending on the authentic version consulted. This legal gap threatens uniformity in decisions, particularly for Nigerian traders operating in Francophone or Lusophone markets.

Nigeria's Contextual Application:

For Nigeria, Africa's largest economy, participation in AfCFTA entails transacting across diverse linguistic regions. Without doctrinal safeguards ensuring that translated texts preserve contractual obligations, Nigerian businesses risk disputes over terms that are clear in one language but ambiguous in another. Adegbite (2019) has shown that Nigeria's own multilingual realities complicate domestic law; this challenge is magnified in a supranational trade regime like AfCFTA.

Implications of Doctrinal Findings:

The doctrinal analysis demonstrates three critical points:

1. Equal authenticity of texts without harmonization mechanisms creates legal uncertainty.
2. Ambiguous terms in trade protocols are vulnerable to inconsistent translation and interpretation.
3. Nigeria requires national-level translation and interpretation infrastructure to safeguard its contract enforcement under AfCFTA.

By unpacking these doctrinal issues, the study highlights the urgent need for institutionalized legal translation protocols within AfCFTA's enforcement machinery.

## **INTERVIEW QUESTIONNAIRE FOR NIGERIAN LAWYERS HANDLING CROSS-BORDER CONTRACTS**

Section A: Background Information:

1. How many years have you been practicing law?
2. What is your area of specialization (e.g., commercial law, arbitration, international trade law)?
3. Have you handled cross-border contracts involving parties from AfCFTA member states? If yes, how frequently?

Section B: Contract Drafting and Language Challenges:

4. In your experience, what languages are most commonly used in drafting cross-border commercial contracts involving Nigerian businesses?
5. Have you encountered contracts drafted in languages other than English (e.g., French, Portuguese, Arabic)? If yes, how were these handled?
6. To what extent do you think translation affects clarity and enforceability of cross-border contracts?

Probe: Examples of mistranslations or ambiguous terms.

1. "Force Majeure"

French original: Force majeure

Common mistranslation: "Hardship" or "unforeseeable event"

Problem: In civil law jurisdictions (e.g., Francophone Africa), force majeure includes unforeseeable and unavoidable impediments. In Nigerian common law, force majeure is not automatic-it must be expressly drafted. Misinterpreting it as “hardship” creates disputes over whether economic downturns or pandemics excuse performance.

## 2. “Best Endeavours” vs. “Reasonable Efforts”

French equivalent: Meilleurs efforts

Mistranslation: Sometimes rendered simply as “efforts raisonnables.”

Problem: Nigerian companies often interpret “best endeavours” as “reasonable efforts,” but in French commercial law, meilleurs efforts imposes a higher threshold, possibly creating unintended obligations.

## 3. “Warranty” vs. “Guarantee”

French/Portuguese term: Garantie / Garantia

Ambiguity: Translated as either “warranty” or “guarantee.”

Problem: In Nigerian contract law, a “warranty” is a minor term (breach allows damages, not termination), while a “guarantee” creates stronger obligations, often involving third parties. Misinterpretation can alter remedies available in enforcement.

## 4. “Void” vs. “Voidable”

Arabic equivalent: Batil (translated simply as “invalid”).

Problem: In Nigerian common law, “void” means the contract is null from inception, while “voidable” means it is valid until rescinded. A single translation as “invalid” creates uncertainty in AfCFTA disputes.

## 5. Arbitration Clauses

French original: Arbitrage international

Mistranslation: Rendered as “international mediation.”

Problem: Parties intending binding arbitration may inadvertently agree to non-binding mediation, undermining enforcement under AfCFTA’s dispute settlement mechanism.

## 6. Choice of Law Clauses

English version: “This contract shall be governed by Nigerian law.”

French version: Ce contrat est régi par la loi applicable au Nigéria.

Ambiguity: This could be read as “the law applicable to Nigeria” (possibly international law) rather than Nigerian domestic law. This leads to uncertainty in enforcement before AfCFTA tribunals.

## 7. Customs and Trade Terms

AfCFTA tariff schedules (example from UNECA, 2022):

English: “Duty-free goods”

French translation: Biens exempts de droits

Misrendered locally as: “Exempted rights”

Problem: Traders in Nigeria and Cameroon misunderstood the scope—whether goods were exempt from all charges or only customs duties.

Section C: Dispute Resolution and Enforcement:

7. In cases of disputes, have you observed translation issues influencing arbitration or court proceedings?
8. How do Nigerian courts/arbitrators deal with translated versions of contracts-do they prioritize the English version or consider multiple language versions?
9. Have you experienced situations where inconsistent translation led to legal uncertainty or enforcement challenges?

Section D: AfCFTA-Specific Perspectives:

10. From your perspective, how does Nigeria's participation in AfCFTA increase the likelihood of language/translation disputes in cross-border contracts?
11. Do you believe the AfCFTA framework adequately addresses issues of multilingualism and legal translation? Why or why not?
12. In your opinion, what translation safeguards should Nigeria adopt to strengthen contract enforcement under AfCFTA?

Section E: Recommendations and Professional Views:

13. Do Nigerian businesses typically engage professional legal translators when entering cross-border contracts, or do they rely on ad hoc translation?
14. What institutional or legal reforms would you recommend to minimize risks posed by translation errors?
15. In your professional judgment, how crucial is legal translation to Nigeria's ability to fully benefit from AfCFTA?

## **CASE STUDY: COMMERCIAL DISPUTES INVOLVING LANGUAGE AND TRANSLATION ISSUES**

1. Background:

In cross-border transactions, the language of the contract is not merely a medium of communication but a determinant of legal certainty and enforceability. Disputes often arise when contractual terms, translated into different languages, create ambiguity as to the obligations of parties. Under AfCFTA, where trade instruments are authenticated in English, French, Arabic, and Portuguese, such disputes are inevitable, especially for Nigerian businesses dealing with Francophone or Lusophone counterparts.

2. Selected Cases:

(a) *Nigeria v. Cameroon (Bakassi Peninsula Oil Exploration Contracts, 2002–2006)*:

Although primarily a sovereignty dispute, commercial oil exploration contracts signed with companies operating across the Nigeria-Cameroon border revealed challenges of translation. Contracts drafted in French and English created interpretative difficulties regarding royalty payments and exploration rights. This highlighted the risks for Nigerian companies transacting in Francophone jurisdictions where translation accuracy determines the scope of obligations.

Lesson: Translation inconsistencies in technical and financial clauses can distort the commercial balance of contracts.

(b) *Société Générale de Surveillance (SGS) v. Nigeria (ICSID Arbitration Case No. ARB/94/4, 1994–1998)*:

In this dispute, SGS (a Swiss company) challenged Nigeria's termination of a pre-shipment inspection contract. The contract documents existed in both English and French, and divergences in interpretation of clauses on dispute resolution complicated the arbitral proceedings. While the case centered on jurisdictional issues, it underscored how parallel texts in different languages created uncertainty about the parties' intent.

Lesson: Multilingual drafting without a clause specifying the "prevailing" version can undermine contract enforcement in arbitration.

(c) Cameroon-Nigeria Cross-Border Trade (AfCFTA Pilot Implementation, 2021–2023):

Reports from UNECA (2022) note that Nigerian traders exporting goods into Cameroon faced disputes over customs documents where French translations of tariff schedules conflicted with the English version circulated in Nigeria. Traders argued that the translated French version imposed stricter tariff conditions than the English one.

Lesson: Even administrative trade texts under AfCFTA, if mistranslated, can create commercial disputes affecting Nigerian exporters.

### 3. Doctrinal Implications:

From these case studies, three doctrinal points emerge:

1. Equal Authenticity Problem: Where multiple authentic language versions exist, the absence of a clear "prevailing language clause" invites disputes.
2. Interpretation in Arbitration and Courts: Arbitrators and judges most often choose between conflicting translations, raising questions of fairness and predictability.
3. Impact on Nigerian Traders: Without reliable translation infrastructure, Nigerian businesses risk entering contracts where obligations differ across languages, undermining confidence in AfCFTA.

### 4. Way Forward:

Nigeria should legislate a requirement that English prevails in contracts involving Nigerian parties, unless expressly agreed otherwise.

AfCFTA institutions should establish a centralized Translation & Harmonization Unit to ensure uniformity of trade texts.

Nigerian lawyers and arbitrators must be trained in comparative contract interpretation across languages to safeguard clients' interests.

## CONCLUSION AND RECOMMENDATIONS

The enforcement of cross-border commercial contracts within the African Continental Free Trade Area (AfCFTA) framework highlights the indispensable role of legal translation in safeguarding commercial certainty. For Nigeria, as a key player in AfCFTA, translation is not a peripheral technicality but a central determinant of contractual enforceability, especially when dealing with Francophone, Lusophone, and Arabophone trading partners. The case studies and doctrinal analysis reveal that inconsistencies in translated standard-form contracts, arbitration clauses, and choice-of-law provisions can distort parties' intentions, delay dispute resolution, and, in some cases, render contracts unenforceable.

The Nigerian legal system, deeply rooted in common law, often interacts with civil law traditions across the continent, making translation accuracy even more critical. Without harmonized drafting and structured translation governance, Nigerian businesses risk exposure to commercial uncertainty, increased arbitration costs, and loss of confidence in AfCFTA's dispute-settlement architecture.

**On the strength of the points revealed foregoing, the conclusion of the study cannot be complete without the following recommendations:**

1. Prevailing Language Clauses: Nigerian parties should insist on contractual provisions designating English as the prevailing language, unless otherwise agreed.

2. Multilingual Glossaries and Model Clauses: AfCFTA institutions, in collaboration with national bar associations, should develop standardized multilingual glossaries and model arbitration/choice-of-law clauses.
3. Accredited Legal Translators: Nigeria should create a national register of certified legal translators trained in commercial and arbitration law to reduce reliance on ad hoc translations.
4. Capacity Building: Nigerian lawyers and arbitrators should undergo continuous training in comparative contract law and cross-linguistic interpretation to strengthen advocacy in multilingual disputes.
5. Technological Safeguards: While machine translation can aid efficiency, final contractual translations must be human-verified and certified, especially for high-risk clauses.
6. Policy Integration: The Federal Ministry of Justice, in partnership with AfCFTA Secretariat, should establish a Translation and Harmonization Unit to review and disseminate authoritative translations of AfCFTA trade instruments.

Thus, strengthening translation practices is not simply a linguistic task but a legal imperative. For Nigeria to maximize its competitive advantage within AfCFTA, it must adopt harmonized multilingual drafting strategies, invest in legal translation infrastructure, and embed language clarity into its cross-border contracting culture.

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