

Post-editing of machine translation output in the training of legal translators

Comparing translation processes and products before and
after a period of post-editing tasks

mgr Anna Setkowicz-Ryszka

A thesis submitted for the degree of Doctor of Philosophy in the field of linguistics

Doctoral School of Humanities of the University of Łódź

Supervised by Prof. dr hab. Łukasz Bogucki

September 2025

List of abbreviations

AI – artificial intelligence
BLD – Black’s Law Dictionary
CAT – computer-aided translation (tools)
DGT – (European Commission’s) Directorate-General for Translation
DL – DeepL
GS – Google Search
GT – Google Translate
HCI – human-computer interaction
HT – human translation
IGO – inter-governmental organization
LSP – language service provider
LLM – large language model
LT – legal translation
LTC - legal translation competence
MT – machine translation
NKJP – Narodowy Korpus Języka Polskiego (National Polish Corpus)
NSOED – New Shorter Oxford English Dictionary
PE (MTPE) – post-editing (machine translation post-editing)
PEC – Plain English Campaign
PI – preselected item
PIE – preselected items evaluation
PT – parallel text
SL – source language
ST – source text
TC – translation competence
TfS – translation from scratch
TL – target language
TPR – translation process research
TT – target text
WSJP – Wielki Słownik Języka Polskiego (Great Dictionary of Polish)

Contents

Comparing translation processes and products before and after a period of post-editing tasks.....	i
List of abbreviations.....	i
Introduction	1
1 Translation – revision – post-editing	3
1.1 Definitions of translation (from scratch), post-editing and revision	3
1.1.1 Translation (from scratch).....	3
1.1.2 Machine translation	5
1.1.3 Post-editing	8
1.1.4 Revision	10
1.2 Similarities and differences between translating, revising and post-editing	10
1.3 Translators’ attitudes towards PE	13
1.4 Translation competence and post-editing competence	20
1.4.1 The notion of competence.....	20
1.4.2 Multi-componential models of translation competence.....	23
1.4.3 Comparison of translation, revision and PE competence	34
1.4.4 Translation competence in the human-machine era.....	37
1.5 Translation expertise	39
1.5.1 The concept of expertise.....	39
1.5.2 Expertise as a result of experience or deliberate practice	43
1.5.3 Components of expertise	44
1.5.4 Expert behaviours observable in translation processes	47
1.5.5 Effects of translation expertise observable in translation products.....	48
2 Legal translation.....	50
2.1 Definition of legal translation	50
2.1.1 What makes legal translation impossible or difficult	51
2.1.2 The changing approach to legal translation.....	52
2.1.3 Links between comparative law and legal translation.....	54
2.1.4 Natural “testbeds” of legal translation	55
2.1.5 Classification of legal translation	57
2.1.6 MT in the legal domain	58
2.2 Legal language/language of the law	60
2.2.1 Legalese.....	63
2.2.2 Plain language	64
2.2.3 Features of legal texts.....	67
2.2.4 One or many languages of the law?	75
2.3 Common-law and civil-law systems.....	76
2.4 Genres of legal texts	78
2.5 Legal terminology.....	81
2.5.1 Types of legal terms	82
2.5.2 Consistency	83
2.5.3 Dealing with terminology in translation	83
2.5.4 Translator’s research.....	85
2.5.5 Matching up terms’ features	87

2.5.6	Degrees of equivalence between legal terms.....	89
2.5.7	Strategies to compensate for terminological incongruence.....	91
2.6	Errors in legal translation.....	95
2.6.1	Human errors in LT.....	95
2.6.2	Errors in machine-translated legal texts.....	99
3	Legal translation competence and training.....	102
3.1	Legal translation competence models.....	102
3.1.1	LTC model according to Prieto Ramos.....	102
3.1.2	Piecychna's hermeneutical LTC model.....	104
3.1.3	LTC according to QUALETRA project.....	105
3.1.4	LTC model according to Soriano-Barabino.....	110
3.1.5	ISO 20771 requirements for legal translators.....	110
3.2	Legal translators' own view of their expertise.....	112
3.3	Comparison of LTC models with expected signs of expertise.....	112
3.4	Legal translator training.....	119
3.4.1	Who should be trained as legal translators?.....	122
3.4.2	Subject-matter knowledge.....	123
3.4.3	Terminology.....	124
3.4.4	Lexical conventions.....	126
3.4.5	Genre awareness.....	127
3.4.6	Understanding the ST.....	128
3.4.7	Legal translator research.....	129
3.4.8	Technology.....	131
3.4.9	Ethics.....	133
3.4.10	Other skills.....	134
3.4.11	Learning from errors.....	136
3.4.12	Assessment.....	138
4	Contracts as the object of legal translation.....	141
4.1	The law applicable to contracts.....	142
4.1.1	Features of contracts as specialist texts.....	145
4.1.2	The structure of a contract.....	146
4.2	Typical contract language.....	148
4.2.1	Types of contracts and names of their parties.....	149
4.2.2	Exponents of modality.....	150
4.2.3	Terminology and phraseology.....	151
4.2.4	Ambiguity.....	153
4.2.5	Plain language in contracts.....	154
4.3	Boilerplate clauses.....	155
5	Study design.....	158
5.1	Research hypothesis and questions.....	158
5.2	Research methods.....	158
5.2.1	Selection of source texts.....	160
5.2.2	The intervention including PE exercises.....	162
5.3	Translation product evaluation.....	163

5.3.1	PIE method.....	163
5.3.2	Analysis of translation solutions	164
5.4	Process analysis.....	165
5.4.1	Keylogging and Task Segment Framework	168
5.4.2	Screen recording and translation research.....	169
5.4.3	Problem awareness and problem solving.....	171
5.5	Questionnaire survey for course participants	173
6	Analysis of translation solutions	175
6.1	Overall results	176
6.2	Exponents of deontic modality	183
6.2.1	Translation task 1.....	184
6.2.2	Translation task 2.....	185
6.3	Legal terminology.....	186
6.3.1	Translation task 1.....	187
6.3.2	Translation task 2.....	188
6.4	Polysemy, synonymy and similar phenomena.....	193
6.4.1	Translation task 1.....	193
6.4.2	Translation task 2.....	196
6.5	Phraseology and other legal language conventions	198
6.5.1	Translation task 1.....	198
6.5.2	Translation task 2.....	200
6.6	All-encompassing character	203
6.6.1	Translation task 1.....	204
6.6.2	Translation task 2.....	207
6.7	Knowledge about the world.....	210
6.7.1	Translation task 1.....	211
6.7.2	Translation task 2.....	213
6.8	Local conventions.....	217
6.8.1	Translation task 1.....	218
6.8.2	Translation task 2.....	218
6.9	Summary.....	219
7	Analysis of translation processes.....	223
7.1	General observations.....	223
7.1.1	Time spent on translation tasks.....	223
7.1.2	Translation environment	225
7.1.3	Knowledge.....	227
7.1.4	Identifying translation problems.....	231
7.1.5	Sources of information.....	233
7.1.6	Skills deficits, errors	238
7.2	Within-participant comparisons	238
7.2.1	TRAN 2: TSF and screen recordings	239
7.2.2	IPSKT 3: TSF and screen recordings.....	245
7.2.3	IPSKT 12: TSF and screen recordings.....	252
7.2.4	IPSKT 14: TSF and screen recordings.....	257

7.2.5	TEPIS 2: TSF and screen recordings.....	262
7.2.6	IPSKT 1: screen recordings.....	267
7.2.7	IPSKT 2: screen recordings.....	273
7.2.8	IPSKT 4: screen recordings.....	279
7.2.9	SLAW 1: screen recordings.....	285
7.2.10	TEPIS 1: screen recordings.....	289
7.2.11	PLAW 1: Screen recordings.....	293
7.2.12	PLAW 3: Screen recordings.....	296
7.3	Trainees' own comparisons of task 1 and task 2 processes.....	300
7.3.1	IPSKT 5: task 1 recording and free interview.....	300
7.3.2	IPSKT 6: task 2 recording and free interview.....	301
7.3.3	IPSKT 7: two written descriptions, no interview.....	301
7.3.4	IPSKT 13: own descriptions and scripted interview.....	302
7.3.5	IPSKT 15: scripted interview.....	303
7.3.6	SLAW 2: scripted interview.....	304
7.3.7	SLAW 3: scripted interview.....	305
7.3.8	SLAW 4: scripted interview.....	305
7.3.9	PLAW 2: task 1 recording of 1 out of 2 screens and scripted interview.....	306
7.3.10	PLAW 4: partial task 2 recording and scripted interview.....	307
8	Questionnaire survey about trainees' attitudes towards MT and PE.....	308
8.1	Quantitative analysis of answers to closed questions.....	308
8.1.1	Background information.....	308
8.1.2	Working styles.....	310
8.1.3	Attitudes towards MT and PE.....	312
8.1.4	Professional plans.....	317
8.1.5	Associations between variables.....	318
8.2	Qualitative analysis of answers to open questions.....	323
7.1.2	The time aspect.....	324
8.2.1	The effort aspect.....	324
8.2.2	The quality of MT output.....	326
8.2.3	Answers discussing both pros and cons of MT/PE.....	327
8.2.4	Other recurring topics.....	328
9	Answers to research questions. Conclusions.....	330
	Appendix 1: The source texts and preselected items.....	336
	Appendix 2: Tests of independence and effect sizes for scores in individual PI categories.....	338
	Appendix 3: Analysis of trainees' problem indicators, problem-solving behaviours and solution assessments.....	340
	Appendix 4: Questionnaire (English version).....	348
	Appendix 5: Questionnaire (Polish version).....	351
	List of tables.....	354
	List of figures.....	357

Introduction

The original stimulus to look into post-editing as a potential translator training technique came from my classes at the Interdisciplinary Postgraduate Studies in Translation at the University of Warsaw, Poland. It is a rather demanding programme for would-be legal translators, run by the Institute of Applied Linguistics of the University in collaboration with the Polish Society of Sworn and Specialised Translators (TEPIS), whose members deliver many of the practical workshops (Kierzkowska, 2000). Some of my students failed to prepare translation assignments which I hoped they would peer review during next class. To avoid my plans being ruined again, next time I asked them to post-edit a piece of machine-translated contract, an exercise I had previously used only at courses for practicing translators. I believed one needed to be a competent translator to successfully post-edit (O'Brien, 2002: 101,105).

Since trainees' assignments often contained errors that resembled errors found in raw machine translation output, I thought that perhaps working with machine-translated texts would not pose much greater risk than working with their peers' translations. As Anthony Pym (2012: 475) describes translators' pathways to learning the trade, "[a] great deal is learnt on the job, from superiors, colleagues, reviewers and clients, or otherwise through trial and error". Such was my own professional development after graduation: I translated legal texts for a small publishing house and the general editor, dr Danuta Kierzkowska, revised them with me, correcting errors on printouts. Translation agencies would also send me back revised versions of my assignments with changes tracked. So, if one can learn from one's own errors and from other trainees' errors, maybe one can also learn from MT errors? Maybe being trained using the latest technology could improve one's pencil-and-paper translation skills?

When I first asked the trainees to post-edit boilerplate contractual provisions, I found it puzzling and alarming that even when post-editing into their mother tongue some trainees tended to leave uncorrected errors that a would-be translator should not tolerate in their own work. These errors included poor syntax, inexistent collocations or lack of grammatical agreement. Interestingly, those struggling with post-editing were usually the same trainees who also prepared poor translations. Maybe what they lacked was some core translation skills that I assumed they should have demonstrated at the entrance exams and was hoping to build on and develop at this specialised course. This begged the question about the conditions that – if met – would permit a trainee to benefit from post-editing exercises. At this level, the groups of trainees are far from homogenous: there are law graduates, philology graduates, applied linguistics graduates, translators with a little experience or even translators with considerable experience. Apart from the last group, for what trainee profile would it be safe to use post-editing tasks? Would it be possible to establish the minimum necessary pre-existing translation skills? When would risks outweigh benefits? Which translation skills or sub-competences could be developed by post-editing exercises?

I feel indebted to my students, from whom I might have learnt just as much as they did from me. The ones who, for reasons that no longer matter, failed to prepare their assignments and the ones who agreed to a new kind of torture that might prepare them for the challenges of legal translation and even found the time to answer my questions about their impressions. I would like to thank all of them for the countless

eye-opening moments. My empathy for them grew exponentially at the time of putting together the first draft of the chapter on translation competence and translation expertise. Here I was, a budding practitioner, with a fair amount of expertise in translation, post-editing and even in teaching, but struggling with the “searcher” part, where little of my “expert advantage” could be transferred (maybe paraphrasing). Writing about the threshold of ten years of deliberate practice that are believed to be necessary for reorganization of knowledge, proceduralization of task-specific action sequences, etc. induced greater understanding of my students’ efforts, not always crowned with success.

I also need to mention Professor Krzysztof Hejwowski, who was a lecturer and translation/interpreting trainer at the Institute of Applied Linguistics. Somehow, he won the hearts of most students at the Institute. It may have been his great sense of humour, his humble and self-deprecating attitude, including the ability to criticise his own translation decisions (Hejwowski, 2016: 393-394), his genuine curiosity about and respect for his students. After the news of his passing away in 2019 many of his former students commented on how much they had valued him, some even claimed they would not have completed studies had it not been for Professor Hejwowski. As the reviewer of my MA thesis, he suggested doing a PhD, which I promised to think about one day. I never got round even to preparing the promised article based on that thesis. His funeral was the final stimulus to deliver on my promise after many years.

It takes a village to make one person complete doctoral school. I’d like to thank my supervisor, Professor Łukasz Bogucki, for persuading me to join the doctoral school, for praise and advice (which I sometimes understood only after two years), as well as his gentle “peer pressure” (Bogucki, 2025, in conversation). I was also lucky to spend a month at MC2 Lab of the University of Bologna’s Department of Translation and Interpreting at the invitation of Professor Ricardo Muñoz Martín, where I could practice keylogging and answering tough academic questions. That was a good school.

Having always worked on a freelance basis, I really appreciate the administrative support I received from the university, especially from the Doctoral School of Humanities, but also the Doctoral School of Social Sciences. I loved the atmosphere and enjoyed having classmates again. I am truly indebted to librarians of the University of Lodz for finding almost every article or book I could not find myself.

Massive thanks go to my family for tolerating my new pastime and cheering me along the way. It would have been tough without the infinite patience of my husband Sebastian as a listener and legal language expert (not to mention his housekeeping expertise). Plenty of words of encouragement from friends also made this journey easier and less lonely. Finally, I will never forget my friend Joanna generously inviting me for a summer writing retreat just as I was thinking I would need one to finish the dissertation.

No part of this dissertation was written by generative AI and it is given very little attention in it.

1 Translation – revision – post-editing

1.1 Definitions of translation (from scratch), post-editing and revision

This dissertation discusses legal translation and the potential transfers of skills between translation and post-editing in this field. Therefore it seems in order to start with defining these crucial concepts.

1.1.1 Translation (from scratch)

Translation is a very old activity. As Daniel Sax claims, the word denoting the profession of translator (*dragoman*) can be traced back nearly 4,000 years (2013: 28). The words for *translator* are often metaphors based on the Latin verbs for “carrying something elsewhere” or “leading”, while the Polish word *tłumacz* may be derived from an old Turkic word meaning “knower of languages”, from which the meaning of “explaining” was then derived (Sax, 2013: 26-28). Most non-translators have some intuitive notion of what a translator does or should do, as demonstrated by the heated debate over the choice of translators of Amanda Gorman’s poem she read at the inauguration of President Joe Biden in 2021, which centred around who should translate a female author of colour (Kotze, 2024), or by the emotional response to the new Polish translation of Lucy Maud Montgomery’s *Anne of Green Gables* in early 2022.

Translation is a broad concept, as emphasised by Jakobson’s triadic division into intralingual, interlingual and intersemiotic translation. All three are defined as “interpretation of verbal signs”, the difference being that in intralingual translation they are interpreted “by means of other signs of the same language” (rewording), in interlingual translation - “by means of some other language” (translation proper), while in intersemiotic translation – “by means of signs of nonverbal sign systems” (transmutation) (Jakobson, 2012: 233). Here, I intend to restrict myself to the interlingual translation only. However, as stressed by Mossop (2020: 22), translation often includes an element of “mental editing”, so the target text (TT) improves the source text (ST) intralingually and renders it in another language.

As Whyatt (2012: 22–23) points out, *translation* (in the sense of proper or interlingual translation) has multiple meanings in English. It means the product, e.g. a translated text, the process, i.e. the act of translating, which means “the rephrasing of a communication expressed in one language, the source language (SL), in another language, the target language (TL)” (de Groot, 1997: 25), and also the skill or a form of knowledge needed to perform the process resulting in the product. This is confirmed, as Shreve (1997: 124) observes, by the use of the word *translation* in such terms as *translation competence*. The Polish dictionary of translation terminology confirms the first two meanings discussed above, but not the third one, though it adds translation understood as social practice, a form of interlingual and intercultural communication, as well as the phenomenon of cultural transfer (Bogucki et al., 2019: 135, my translation). Moreover, the term *translation* is sometimes used to include both the written mode and the spoken one, which is usually referred to as *interpreting*. (The Polish term *tłumaczenie* covers both modes.) Since this dissertation is concerned with translating contracts, I do not intend to discuss interpreting and any references to the spoken mode will mention the term *interpreting*.

With the changes since the 1990s, brought about by computer-aided translation (CAT) tools assisting translators in the process of translation, primarily translation memories that enable the recycling of old translations of similar passages, the term *translation from scratch* (TfS) began to be used frequently to

denote unaided human translation (Figure 1-1). But, as CAT tools developed and various sources of input (translation memories, term banks, machine translation) became increasingly available, TfS is nowadays said to be “no longer seen in practice”: translators rarely start with an “empty page” (Koponen, 2025).

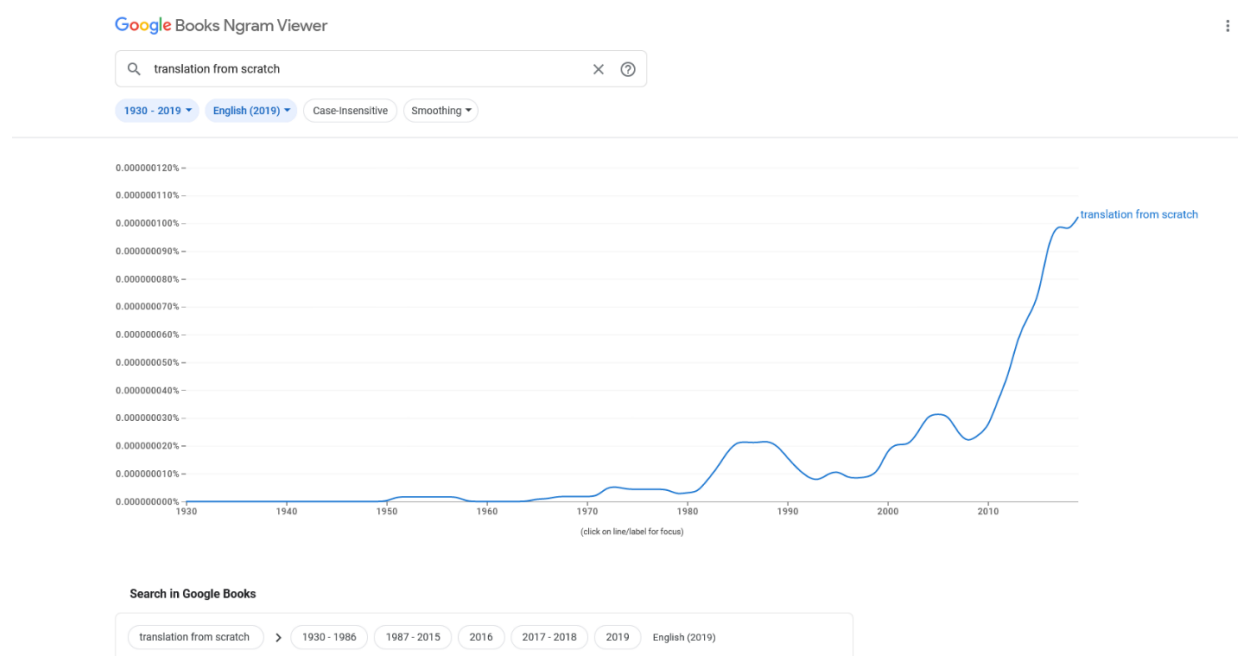


Figure 1-1. Google Books ngram for "translation from scratch" for 1930-2019, generated on 2 Feb. 2023

In addition to the digitalization of the working tools, in today’s globalised world, translation has undergone significant changes, both in terms of demand for such services and professional practices. Demand for translation and other types of language mediation rose so much that currently non-professionals are involved in most areas previously reserved to professional language mediators (Antonini, 2021: 171). This includes such sensitive contexts as healthcare, where children often act as language brokers for their parents (Antonini & Torresi, 2021), or prisons, where inmates interpret for other inmates (Martínez-Gómez & Jay, 2014). Translators are increasingly perceived as easily substitutable – by both non-professionals and technology (Fry 2009: 16).

Initially a profession practiced by individuals, translation was transformed into a cottage industry, but then became a “full-fledged industrial sector”. Translation services, previously often performed by in-house translators, began to be outsourced, which fuelled the development of large language service providers (LSPs) positioned between clients and freelance translators/other LSPs (Dunne, 2012: 143, 144). Industrial practices include quantification of work effort, with numbers of words or characters being used as productivity metrics; division of tasks between many persons to achieve economies of scale and meet tight deadlines, and strong price competition, especially as clients are rarely able to judge the translation quality (Dunne, 2012; 150-155). The translation market became very much price-driven after the global crisis of 2008. It is also becoming increasingly technologised, with humans often just “filling the gaps” left by technology (Fry, 2009). This industrial approach is reflected in English nomenclature, which may be interpreted as suggesting low status: *market* or *industry* rather than *profession* to refer to the field, and

vendors, suppliers or even *resources* rather than *professionals* or *practitioners* – to individuals (Scott 2017: 61, 66). Even though the Polish nomenclature has not changed so much, the same business model was adopted, which even a cursory look at social media will confirm.

Nowadays, translation is considered part of such activities as “[l]ocalisation, transcreation, multimodal and audiovisual translation, user-centred translation, accessible barrier-free communication, revision, pre-editing, post-editing, terminological services, linguistic intercultural mediation, public service translation, language and communication consultancy” (Massey et al., 2023: 3). Even though these activities – especially localisation and transcreation – are described and promoted as going beyond simple translation, they can also be seen as just new fancy names for what translators had done well before they were coined (Dam & Zethsen, 2018: 200-201; Muñoz Martín, 2021). Translation industry practitioners see prototypical translation as more ST-oriented, while other activities – subtitling, localisation, adaptation or transcreation – as more or less distant from the prototype, yet still part of translation (Dam & Zethsen, 2018: 213-214). Moreover, Marais (2021: 317) points out that there are many activities with “translational aspects to them”, such as news translation, where journalists compile texts including parts translated from sources in several languages, but do not call it translation. Vine and Huertas-Barros (2023: 93-94) find that rebranding translation-like activities on LSP websites leads to translation being perceived as uncreative and slavish transfer of the ST and makes translators self-censor their creativity. Based on the results of their survey of translators, translator trainers and trainees, they posit that expanding the concept of translation to include such activities is consistent with the notion of “creativity being born out of constraints” inherent in the act of translating (Vine & Huertas-Barros, 2023: 97, 101).

Considering the recent changes in the tools, modes of work, professional roles and industry practices, do Carmo and Moorkens (2023: 20) suggest a contemporary definition of translation as “a secondary, efficient and adaptable communication process which aims to improve the effectiveness of an original communication act, by transforming the product of that act into a new product in a different language”.

1.1.2 Machine translation

Machine translation (MT) or automated translation (term postulated as less misleading by do Carmo, 2022) is defined as “a process when a computer software translates text from one language to another without human involvement”.¹ It is now the main form of translation (Rozmysłowicz, 2023: 2) and it is so ubiquitous that the term is rarely defined. MT users may not even always be aware of the fact that they interact with machine-translated content (Vieira, 2023), although there are calls for tagging it as such, especially as Internet users often do not even have to request MT to be exposed to it (Melby, 2025). It is sometimes questioned whether MT is translation at all, yet, despite the significant differences between human and machine translation processes, the latter should also be seen as a form of translation (Mossop, 2024) and should be an object of study in the discipline of Translation Studies (Rozmysłowicz, 2023).

The idea of machines doing translation is quite old, as confirmed by the use of the term *machine translation* (Figure 1-2). The first attempts to create a translating type-writer, a mechanical bilingual dictionary and, finally, a translating machine go back to the 1920s and 1930s (Schwartz, 2018: 164-165).

¹ <https://www.memoq.com/tools/what-is-machine-translation> (access: 25 Sep. 2024)

Vigorous efforts aimed at developing MT began in the US during the Cold War period, as a continuation of WWII cryptographic successes. Warren Weaver's 1949 memorandum suggested the use of electronic computers and cryptographic methods to build MT systems that would be able to translate. Warren was aware that the output would not be perfect and that it would be more appropriate for technical documents than for literature (Schwartz, 2018: 165-166). During the ensuing period of intensive research in the field of MT, the systems used rule-based approaches, with sets of grammatical and lexical rules (called grammars and lexicons) prepared by linguists (Bowker & Buitrago Ciro, 2019: 39-42, 83).

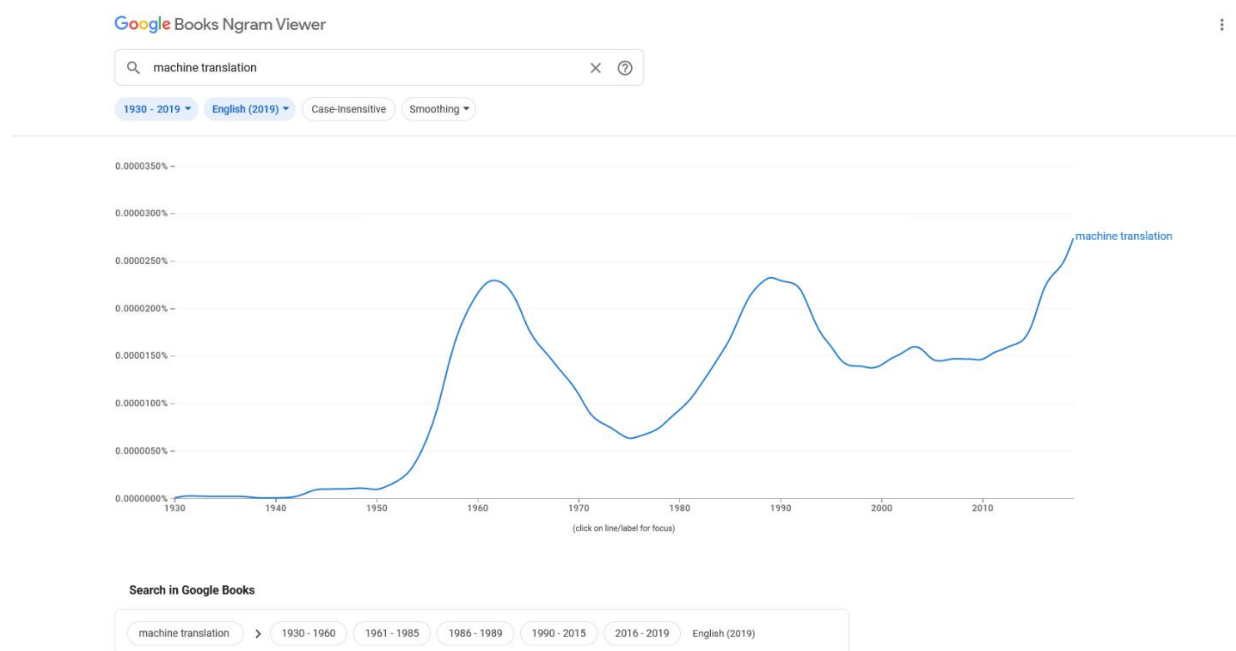


Figure 1-2. Google Books ngram for "machine translation" for 1930-2019, generated on 2 Feb. 2023

The notion of *post-editing* was born in that period to mean correcting the machine-translated output. Although the 1966 report of the Automatic Language Processing Advisory Committee (ALPAC) delivered a crushing critique of MT output as compared to human translation (HT) output, it also described how humans could compensate for MT deficiencies (Yamada, 2023: 44) and recommended focusing efforts and investment on tools that would help human translators. An upshot of ALPAC work was the first quality evaluation metrics and their application to HT and MT of scientific texts (Schwartz, 2018: 170-171). The shift in efforts led to the development of computer-aided translation (CAT) tools, such as translation memories, i.e. databases of paired source and target text segments, available for reuse (Paulsen Christensen et al., 2022: 21-22).

With generous funding gone, work on MT systems did not regain momentum until the 1980s/1990s, when large – by the standards of that time – electronic corpora became available and computing power grew sufficiently to make the output good enough for its fixing to make sense in terms of time and effort. It was in that period that non-cryptographic and non-rule-based MT paradigms started to emerge: example-

based MT, word-based statistical MT, phrase-based statistical MT, followed by syntactic statistical MT in the first decade of the 21st century (Schwartz, 2018). But even then it was recognised that MT worked best and could be fully automatic (i.e. human involvement could be dispensed with) only in sublanguages, whether naturally occurring or artificially controlled. Sublanguages are usually restricted in terms of vocabulary and range of structures. Successful domain-specific MT systems were employed to translate weather forecasts, multilingual textiles abstracts, avalanche warnings or business merger reports, all of which contained many fixed phrases (Somers, 1998: 137). Meanwhile, controlled languages ("subsets of natural languages constrained by written restrictive rules governing [...] lexicon, syntactic, discursive and textual structures, pragmatics, and semantic interpretation") were developed mainly in order to ensure greater machine-translatability into multiple languages of support documents or user manuals in mechanical engineering (Ryan, 2018). Otherwise, MT output contained many errors caused by natural language phenomena, like ambiguity or polysemy, as well as by embedded clauses, all of which did not pose translation problems to human translators (Lederer, 2003: 179). Another type of MT errors, typical of more advanced MT systems, is hallucinations, i.e. "translations that bear minimal or no relation at all to the source [or] erroneous repetitions of words and phrases" (Guerreiro et al., 2023: 1502).

Around 2010, MT started to be used on a large scale by both professionals and non-professionals. MT engines could be developed mainly thanks to the existence of digital translation memories (obtained from CAT tools, used by translators) or parallel corpora on which engines could be trained. The most recent paradigm is neural MT (NMT), whose architecture is inspired by the way information is processed in the brain, with layers of interconnected nodes which activate connections to other layers and modify the weight of connections depending on the data presented to the system. Neural networks resemble humans in that they detect patterns in the information they are fed with. Unlike humans, NMT systems need vast amounts of training data, but the patterns or trends they identify are ones that may be too complex for humans to spot. These systems are no longer instructed how to approach the training data, but their algorithms work out the patterns via deep learning (Bowker & Buitrago Ciro, 2019: 44-45).

In terms of output, it is currently estimated that HT accounts for just 0.5% of the volume of all translation, the remainder being done by machines (O'Brien, 2012: 108). MT is truly ubiquitous: it is used by diverse groups for various purposes. For example, asylum seekers use MT to communicate with the host community (Ciribuco, 2020), scholars – to assimilate research published in other languages and, at least partly, to disseminate their research (Bowker & Buitrago Ciro, 2019), while patent attorneys – for gisting during patent searches (Nurminen, 2020). Translation automation is no longer perceived as a single, one-size-fits-all solution, but as a spectrum from zero to fully automatic translation without any human involvement, including intermediate steps described as machine-aided HT and human-aided MT (Paulsen Christensen et al., 2022: 23). Safe and legitimate uses of MT without human intervention include triage and gisting, low-risk STs, especially ones that quickly become obsolete, or cases when there is no time and budget for HT (Melby & Kurz, 2021).

In an online survey on MT use in society by Vieira et al., respondents identified such use contexts as leisure (travel, ordering food), work and study, including language learning. Many had a perception that MT gave them greater privacy than involving a human language professional, despite the poor data privacy record of tech giants that develop MT engines. A minority of respondents even indicated using MT in rather high-

stakes situations, e.g. in hospital or at a police station (Vieira et al., 2023). MT is reported to be used in healthcare and legal settings, despite potentially serious implications of mistranslations in healthcare or unauthorised use of MT, which may lead to suppression of evidence (Vieira et al., 2021). There seems to be a need for developing MT literacy: the ability to deploy the technology in a critical and responsible way, or even multiple MT literacies for different types of users (Bowker, 2023).

Since the start of this research project, technological advances made NMT lose its position as state-of-the-art-language technology. With the introduction of large language models (LLMs) in November 2022, the sector of language services began to explore the possibilities of generative AI in various language mediation tasks, including translation, as well as various constellations of AI agents in translation workflows (Briva-Iglesias, 2025). However, due to the unpredictable results, frequent hallucinations and strong dependence of LLMs on even greater amounts of data than NMT systems (which are not yet available for every language pair), language mediators have been cautious in adopting generative AI in their work and those who did often found working with it very time-consuming as they had to validate the output, e.g. when it is used in translation revision (Mossop & Riondel, 2025) or translator training feedback (Angelone, 2025). So, while a note must be taken of this new technology, it only began to play any role in the translation training offered as part of the study in 2024 and even then it was still something that trainees played with or tested, rather than adopted as the default work method.

1.1.3 Post-editing

The above-mentioned correcting of raw MT output, or post-editing, is defined as “the activity of revising a text that has been translated automatically” by an MT system, where:

the editor, who is typically a trained translator, compares the source text with the “raw” translation produced by the MT system, identifies any errors, including omissions, unwanted additions, grammatical and stylistic problems and fixes them by revising the translation. [...] The task differs from the traditional notion of revision in that the types of errors generated by an MT system will differ from those created by a translator (O’Brien, 2021: 177).

There are several detailed translation error typologies, such as LISA, MQM, DQF (Lommel, 2018), but errors are roughly divided into two main categories: fluency (grammatical correctness) and adequacy (correct transfer of information). As the MT engines gradually improve, fluency gets better, but numerous studies find that adequacy errors are more difficult to detect in the seemingly correct output (for an overview see Ragni & Vieira, 2022: 142-143, 145, 149).

Post-editing is roughly divided into two kinds: light and full, though sometimes minimal and medium PE are also distinguished (Egdom & Pluymaekers, 2019). Whereas full PE is easy to define as a process aimed at producing texts of a “publishable quality”, as would be the outcome of “high-quality human translation and revision” (Massardo et al., 2016: 16), light PE is a less intuitive concept. It is supposed to involve as few changes as possible to produce a text of “good enough” or “fit-for-purpose”² quality, defined as:

² Although “fit-for-purpose” quality may be very high, since it depends on the purpose of the translation (Bowker, 2019), it seems to be used more often to refer to suboptimal quality, e.g. translations done for information purposes, without the intention of publishing them.

comprehensible (i.e. you can understand the main content of the message), accurate (i.e. it communicates the same meaning as the source text), without being stylistically compelling. The text may sound like it was generated by a computer, syntax might be somewhat unusual, grammar may not be perfect, but the message is accurate (Massardo et al., 2016: 17).

If one has tried PE first hand, it is obvious that there may be some friction between the requirement of not changing too much in light PE and still making a text comprehensible. But this problem appears also in full PE, which should result in a text just as good as HT – yet also retaining as much MT output as possible (Yamada, 2023: 42). As Moorkens et al. point out, light PE guidelines are vague (2018: 3), while keeping as much of the MT output as possible might affect the quality of the final text or leave the post-editor in doubt as to what quality they should aim for (Rico & Sánchez Ramos, 2023: 106). Surprisingly, recipients of post-edited texts seem equally or even more satisfied with moderate than full PE, which might be another argument against investing extra effort in this task (Egdom & Pluymaekers, 2019). With growing demand, PE was introduced as part of translation courses or even as a separate skill (for a review of literature on PE in university curricula see Guerberof Arenas & Moorkens, 2019: 219-221).

PE is usually done bilingually and, compared to TfS, the process is usually faster and leads to fewer errors in the TT, but monolingual PE by domain experts can also be efficient, though accuracy errors may be missed. PE can be static – with MT output generated first and then corrected – or interactive – with MT system learning from post-editor’s corrections (Vieira, 2019: 320-322). As shown by Figure 1-3, one of the aspects that different modes of interaction with MT bring to the fore is the degree of human post-editor’s control over the process: from none³ to having to interact with MT output, to a situation where MT not only learns from the post-editor, but the latter is also free to disregard MT suggestions (Vieira, 2019).

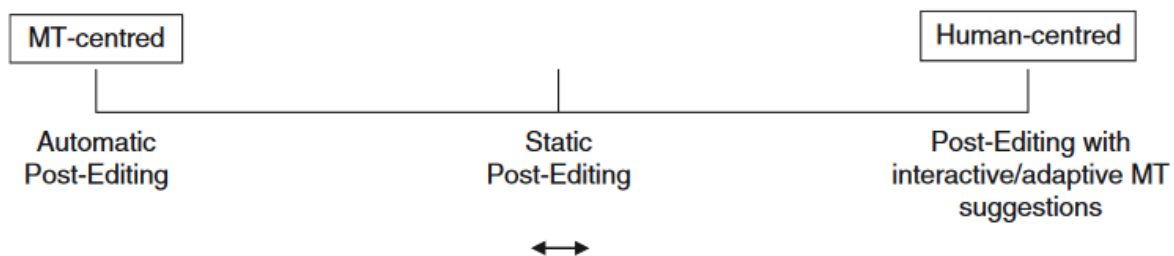


Figure 1-3. Spectrum of human agency in PE (after Vieira, 2019: 328)

The continued digital revolution in translation tools and resources means that nowadays translation is more and more often not done from scratch, but rather assembled from translation memory (TM) matches, term base (TB) matches and MT suggestions.⁴ Translators can even suffer from an overload of suggestions as their CAT interfaces tend to get crowded over time. CAT tool complexity (followed by text segmentation) was found to be irritating to translators (O’Brien et al., 2017: 155) and might be counterproductive for reasons of ergonomics, so simpler, leaner interfaces are appreciated by some, especially translator trainees (Massey & Ehrensberger-Dow, 2021). Still, translators’ work nowadays

³ For an overview of automatic PE see, for instance do Carmo et al., 2021.

⁴ This integration of both MT and TM input in translation tools may be the reason why some researchers use *post-editing*, not revision, in the context of editing TM matches (Koponen, 2025).

means selection – including making the text assembled from TM and MT material consistent and cohesive – rather than text generation from scratch (Lafeber, 2023; Pym, 2003) and more and more frequently referred to as human-computer interaction (HCI) (O’Brien, 2012b) or “augmented translation” (DePalma, 2017, 2021). However, the fact ISO standard on translation (ISO 17100) still focuses on HT, while another (ISO 18587) concerns only static PE, seems to leave mainstream translation practice outside of the scope of application of both (Canfora & Ottmann, 2020: 67). Yet, this oversight is likely to be addressed in upcoming updates of these standards. And since generative AI has only started to be used both for translation (replacing traditional MT) and for a number of other language-related tasks, no new term has been coined and *post-editing* is still used to refer to fixing AI-generated translations.

1.1.4 Revision

Another activity or process that should be mentioned in the context of PE is revision, defined as “reading a translation in order to spot problematic passages, and then making or recommending any corrections or improvements that are needed to meet some standard of quality” (Mossop, 2019: xii). It is a step required by various standards on translation services. Revising one’s own translation draft is “a necessary final resort to clean up the inevitable errors that will occur” (Mossop, 2019: 13), that is, part of HT process. Yet the industry standards relating to translation services, such as ISO 17100:2015, increasingly call for a second revision, by another translator. Mossop distinguishes between those two types of revision as self-revision and other-revision, respectively (2019: xii). He, too, makes a point similar to Pym’s: with the growing popularity of TMs, translation as such involves more and more revising of the fuzzy or even exact matches to eliminate stylistic differences or potential inconsistencies between various pieces of target text⁵ (2019: xv). In view of the considerable terminological confusion with the activity of *revising* being often referred to as *proofreading*, *re-reading*, *checking* or *quality control*, sometimes even *self-editing* (for a full discussion see Mossop 2020: 116-118), I shall use *revision* or *revising* as the general name for this stage in the translation process (comprising self- and other-revision).

Recommendations concerning how to revise translations vary between monolingual revision of the TT or bilingual revision where ST and TT are compared, or between revision in one step (a single re-reading) or two steps, with the comparative step first or the monolingual step first. Although comparative re-reading is often recommended as necessary, monolingual re-reading also seems to improve TT quality, especially that it enables the reviser to gain the perspective of the reader. Finally, the extent of revision can vary from full to minimal revision, with content- or transfer-oriented loyal revision and language- or readability-oriented functional revision in between (Robert & Van Waes, 2014). Although revision as such began to be studied relatively recently, interesting findings include the fact that revisers tend to make unnecessary changes (although they realise they should avoid it) or even introduce new errors, or that trainees may make their translations worse if they spend more time on the task (Künzli, 2007).

1.2 Similarities and differences between translating, revising and post-editing

With brief definitions of the three processes introduced, it is possible to try to think about some similarities and differences between them. Translation differs from PE (and revision) in practical terms: in translation one starts with a single (source) text and the other (target) text is created, while in PE and

⁵ Elsewhere the process is referred to as editing fuzzy matches (do Carmo & Moorkens, 2020).

revision there are two texts from the start. The cognitive processes of source text (ST) understanding differ in TFS and PE, while text processing is more linear in PE. The expected quality can differ too: in translation it is generally expected that the result will be of publishable quality, while in PE it often is not the case (O'Brien, 2002: 100-101) as light PE can be expected. And while ISO standards define translation and revision as processes involving the use of a ST, which is either rendered into the TL or is the text against which the TT is examined bilingually, the standard on post-editing (ISO 18587) defines this process as simply editing and correcting MT output without any reference to the ST (Koponen, 2022). Indeed, sometimes PE is done by field experts without access to source texts (Schwartz, 2014).

As for similarities, Vanroy et al. notice at least partial overlap between the text features that constitute negative translatability indicators⁶ (NTIs), such as lexical ambiguity, including multiple coordination, complex noun phrases and very long/short sentences, which are prone to cause errors in MT output, and those that cause difficulties for human translators. When discussing research on ST features that were difficult to translate, the authors mention word translation entropy, that is, multiple available options of translating a certain source word, and difficulties with equivalence at various levels of language – from morphology, lexicon and syntax, up to semantic, pragmatic and cultural level (Vanroy et al., 2019: 928-929). It has been confirmed by research that the same ST features require high cognitive effort from translators and are responsible for accuracy errors in MT, placing higher demand on post-editors (Yamada, 2023: 52), who may have to be discard those segments during PE and translate them anew.

An additional source of errors is the fact that in MT process the text is divided into separately analysed segments (usually sentences or smaller units, e.g. in case of bullet lists), so problems with consistency of terminology or style are frequent (Stefaniak, 2020). When English is the TL, the TT can also contain different orthographic conventions, date formats and the like elements, so the post-editor is required to standardise them. This also happens when the translator works with a CAT tool, using multiple TMs, so the draft can be a product of different translators, which has to be revised so that it makes a coherent whole, which Pym refers to as “revising translations as texts” (2013: 496).

An important aspect of all translated texts, compared to non-translated texts in the same language, is that they can be described as constrained or ST-influenced communication (Lanstyák & Heltai, 2012: 100, 102). The constraints, apart from the ST, include differences between the languages involved, textual traditions and various sociocultural factors. This affects the language of translated texts (or, more broadly, any contact language - Kotze, 2019: 345). This language variety has been named *translationese* and found to be characterised by: “(a) increased explicitness of lexico-grammatical encoding, (b) a preference for comparably more conventional, conservative or standard usage, and (c) cross-linguistic influence, priming or transfer” (Kotze, 2022: 70-71). Priming is defined as “the response to a stimulus which is biased by a preceding stimulus” (Carl & Schaeffer, 2019: 55) or “a psychological effect that unconsciously influences the way we perform a task based on something we’ve experienced before”, which may speed up task performance or free up some cognitive resources (DataLitMT, n.d.: 5). In translation, priming may be responsible for the so-called *shining-through*, i.e. the effect that translations exhibit “more source-language-specific linguistic features than original texts” in the TL, including the use of cognates or passives

⁶ More on negative translatability indicators, see O'Brien, 2006.

(Jacob et al., 2024: 543). While priming also occurs in TfS made by humans, priming effects are stronger in PE, because MT output tends to be less idiomatic, to follow the ST word order more closely or to contain errors, meanwhile coming up with alternative translations involves more effort once the post-editor has seen the MT version (Carl & Schaeffer, 2019: 56-58; Vardaro et al., 2019). Hence the names coined for such language varieties: *machine-translationese* and *post-editese* (DataLitMT, n.d.: 5).

Another interesting phenomenon connected with both revision and PE is the fact that revisers or post-editors sometimes introduce so-called preferential changes or over-edit the translation or MT output (O'Brien, 2022: 118). Preferential changes are those that are not necessary, either because the existing solution is also acceptable or because they are not consistent with the PE guidelines (Flanagan & Christensen, 2014; O'Brien, 2022). Preferential changes should also be avoided in revision: the reviser should always be able to justify the need for any changes, otherwise they may seem arbitrary. Worse still, preferential changes may actually introduce errors into the text (Mossop, 2020: 179, 201). At any rate, unnecessary changes increase the time spent on revision or post-editing, therefore they diminish efficacy (Marin-Lacarta & Vargas-Urpi, 2019: 406).

Yet another similarity between HT and PE is the risks involved, which range from impaired communication to loss of reputation or lawsuits, to property or financial damage, to injuries or even death in the worst-case scenarios in safety-critical domains, such as healthcare, mechanical engineering, chemical industry or power generation. These risks are present in any kind of translation – whether human or machine-generated – but they are aggravated by the use of both TMs and MT, which can propagate errors contained in translations that are recorded in TMs or used to train MT systems (Canfora & Ottmann, 2018: 171, 172). And the particular danger of NMT errors, such as omissions and mistranslations, is that they are harder to spot during PE (Canfora & Ottmann, 2020: 61). Meanwhile, an important difference between HT and MT lies in the fact that liability for translation errors resulting in safety incidents seems a grey area due to a combination of factors such as lack of legal personality of AI systems (preventing the application of fault-based liability), exclusion of liability by NMT providers or lack of regulation of the link between translation errors and user safety, especially if translation is done in the HCI model (subsection 1.1.3). Many standards do link product safety and documentation, but without explicitly mentioning translation (Canfora & Ottmann, 2020: 67-68).

An important step of any PE process is deciding if an MT segment should be kept and edited or discarded and translated anew, as illustrated by Lacruz (Figure 1-4). In her study, when deciding whether a segment needed editing or not, post-editors took much longer to confirm that no edits were needed than to decide that a given segment needed some editing (Lacruz, 2017: 226). The time taken to implement the edits obviously makes the overall processing of a given segment longer, but even the decision not to change anything may involve considerable cognitive effort.

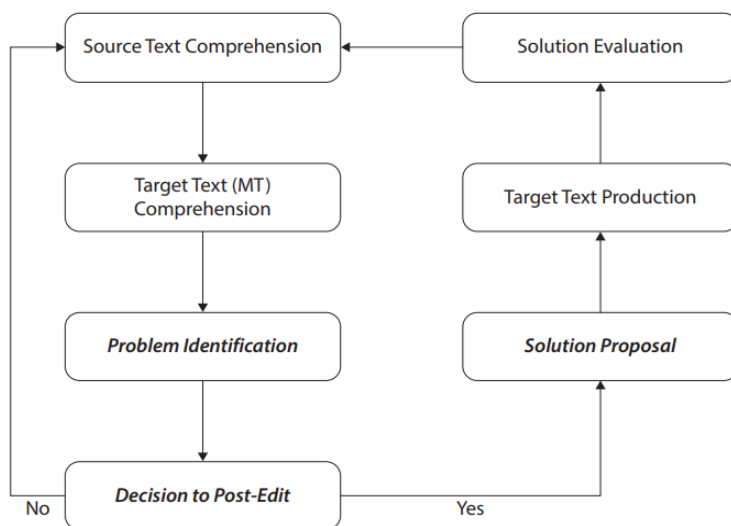


Figure 1-4. Stages in PE process (after Lacruz, 2017: 220)

Therefore, a useful comparison between translating, revising and PE is given by do Carmo and Moorkens (2020). They argue that PE should be seen as a form of translation rather than revision. They admit that it is tempting to perceive PE as close to revising, because – in terms of user activity – both involve more reading than writing, with more pauses than keyboard actions, but perceive differences as more significant. These differences include translators’ perception that in PE the ratio of writing to reading may be higher than in revising, or even that there may be more writing than reading involved, especially in out-of-lab conditions. Importantly, revision (presumably other-revision) involves fixing errors in a finalised translation, whereas MT output cannot be considered as such. The reading process is slower with MT output, especially at around threshold-level quality, when decisions to edit or translate anew are difficult to make (do Carmo & Moorkens, 2020: 40-42).

1.3 Translators’ attitudes towards PE

Considering the way PE has moved “from the peripheries to the centre of the translation industry”, Vieira (2019) suggests that it should no longer be seen as a separate activity, but simply as “part of what translators do”. But in this context, their perceptions of and attitudes to this activity become crucial.

MT tends to be framed in positive terms in the news. This was the case both before the introduction of NMT in 2016 and afterwards. The positive articles, often repeating information from MT providers, focus on usefulness and technical aspects, calling it even “magical”. The – less frequent – negative coverage focuses on linguistic errors, especially with humorous or potentially serious consequences. Unfortunately, more nuanced and balanced accounts of MT, stressing both strengths and limitations of this technology, are few and far between (Vieira, 2020b). In general, MT coverage has always been “marked by over-promising of what the technology can do and of how fast it is expected to advance”, culminating in claims of MT being “on a par with human translation”, reproduced in the news (Vieira, 2020b: 99). Canfora and Ottmann cite Gartner, who back in 2018 concluded that deep learning and NMT were at the “Peak of Inflated Expectations” stage on their Hype Cycle, the next phase being the “Through of Disillusionment”

(2020: 58). However, it seems that it is mainly translators who have expressed their dissatisfaction with MT output, which is not surprising considering their capacity to judge the quality of such output and the frequent claims that translators will soon be replaced by machines.

Translators' perception of and attitude towards PE have occupied quite a prominent place in research from various points of view – from workplace ergonomics to sociology. Many research publications report narratives of actual or presumed resistance of translators to PE. However, the picture is slightly more complex. First of all, there is the high-end (boutique) sector of the translation industry, where the required quality, creativity and confidentiality rules out MT solutions, and the low-end sector, where PE is the norm (Nitzke et al., 2024). According to do Carmo and Moorkens, translators' acceptance of MT largely depends on their sense of agency and their trust in the usefulness MT output. The message they often receive boils down to "post-edit or perish". There may also be added pressure due to claims (repeated in ISO 18587 standard) that PE helps "to improve productivity", 'to reduce turn-around times' and 'to remain competitive in an environment where clients show an increasing demand for using MT in translation' or due to the requirement of retaining as much of MT output as possible, while producing a comprehensible rather than high-quality text. This – combined with the usually lower rates for PE compared to rates for translation – may diminish job satisfaction (do Carmo & Moorkens, 2020: 37-38). In the case of EU translators, who have a choice whether or not to enable MT and who are always requested to aim for high quality (full PE), MT was mostly seen as an helpful, facilitating work (including cognitive load) and boosting efficiency (ca. 38% of respondents perceive MT output as usable when they can save time), though not necessarily as a way to improve quality or have more control over work (Rossi & Chevrot, 2019). Some psychological benefits were also mentioned, especially the impression of "not having to start from scratch" and "not working alone" (Macken et al., 2020).

Research also shows that productivity (speed) gains associated with PE do not always materialise or they are not as impressive as they are believed to be, especially in real-life scenarios (Macken et al., 2020; Terribile, 2024: 141-145). Apart MT output quality, one of the reasons may be the fact that in inflectional languages, like Polish, a change of a mistranslated word entails an "edit chain" to adjust other elements of the text (Terribile, 2024: 46). It is also a misconception that segments where no edits are required save time as they also have to be approved, so cognitive and temporal effort is expended, especially in case of long sentences (Macken et al., 2020). Moreover, "traditional" PE done on static MT output often involves correcting the same recurring errors. From this perspective, interactive PE, in which MT algorithms are rerun based on what post-editors types if they reject the proposed MT version, was assessed by professional translators as faster, more attractive, less effortful and giving them more control, even though objective time or quality gains were not impressive (Briva-Iglesias et al., 2023: 61-62, 72-73).

The requirement to overlook certain classes of errors to reduce costs or shorten turn-around time in light PE scenario is hard to accept for many translators. Some even refuse such assignments, probably as inconsistent with their training or notion of professionalism (Vieira & Alonso, 2020: 175). Additional frustration stems from the fact that PE guidelines are often hard to interpret and not sufficiently specific for a given language pair, leaving post-editors uncertain about how far they are expected to intervene in MT output (Rico Pérez, 2024: 27-29, 38). There is tension between time management, understood as saving time, and the requirement that translators should pay attention to detail. On the other hand, the

gains in productivity thanks to PE are associated with falling rates of pay (do Carmo, 2020: 43, 49). There is no standard way of setting PE rates, the competing models are per word rates (used most often, usually discounted compared to translation rates), hourly rates and rates based on edit distance, i.e. the number of changes made by the post-editor (Girletti & Lefer, 2024; Nitzke et al., 2024).

The importance of a sense of agency, or choosing to use MT rather than being forced to, is confirmed by Farrell's (2023) online survey (452 respondents). The results showed that translators in general did not actively seek PE assignments, preferred to avoid them or even refused to accept them. However, when allowed to choose, they not only embraced MT, but even used it in creative ways: as a second version for comparison, for inspiration, as a dictionary, for an "occasional giggle", rather than in the standard way (static PE). It was also confirmed that more experienced translators or translators of low-resource languages were reluctant to accept PE assignments. Some translators suspected they received "stealth" PE jobs, that is, were asked to revise texts which in fact were MT output (Farrell, 2023). Generally, including MT output in CAT tools is "a natural evolution", rather than a disruption and as if "MT becomes an added resource, the distinction between editing TM suggestions and post-editing MT suggestions becomes less obtrusive". This is in contrast with translators being required to use MT output, regardless of its quality (do Carmo & Moorkens, 2020: 39). Professional translators were found to assess MT suggestions as more useful for editing than TM matches when they were asked to assess a randomised set of SL segments with TM fuzzy matches (information about fuzzy match percentages was not given to participants, but ranged from 19 to 100%) and MT output in the TL. This effect was true for all TM matches below 70-75%, but also for some above this threshold, which might suggest that translators and post-editors have a bias in favour of TM matches when the source is known (Moorkens & Way, 2016: 145-148).

If you have post-editing experience, which of the options below best represents your experience? Reviewing means here to go over a human translation, identify and correct errors. Post-editing means here to go over MT out-put, identify and correct errors.		
Answer Options	Response Percent	Response Count
Post-editing, for me, requires the same effort as reviewing human translations.	30.0%	6
Post-editing, for me, requires more effort than reviewing human translations.	40.0%	8
Post-editing, for me, requires less effort than reviewing human translations.	20.0%	4
I do not know.	10.0%	2

Table 1-1. Effort required for PE and revising HT (after Guerberof, 2013: 78)

Guerberof's small-scale survey of 20 translators and reviewers with little experience in PE after a PE task found that "[a]lthough some did not like doing post-editing [...] the overall attitude was nevertheless flexible and practical" (2013: 92-93). Table 1-1 shows the participants' opinions about the effort needed

in PE in comparison to revising HT. Few of them saw PE effort as lower than in revision, though it should be remembered that MT quality has improved since then.

Caldwell et al. (2018) compared the human factors that contributed to adoption or rejection of MT the work of translators from European Commission's Directorate-General for Translation (DGT) and an LSP. In both groups the main reasons for MT adoption included: (1) productivity gains; (2) good quality in some types of texts or certain language pairs; (3) inspirations or new ideas; (4) assistance with terminology, and (5) help with understanding languages they do not know well. DGT translators focused more on positive aspects, like less typing or not wasting resources, while LSP translators mentioned that MT use was inevitable or required. There were more common reasons for *not* using MT, namely: (1) ineffectiveness of MT for some text types; (2) poor quality output in some language pairs; (3) negative influence on the translators' abilities and devaluing their work; (4) inducing translators to make certain types of errors and diminishing their creativity; (5) higher concentration required for PE; (6) lack of trust, and (7) lack of requirement to use MT. DGT translators also rejected MT for safety/confidentiality concerns, while LSP staff mentioned that the method was slow, less enjoyable, the same errors had to be fixed repeatedly, while compensation was unfair. Both groups put more trust in TMs, which contain human translations, than in MT output (Caldwell et al., 2018: 310-311, 314-315). However, unsurprisingly, another study found that preference for TM matches disappeared when they were only partially useful, as in case of a relaxed threshold of fuzzy matching. In this scenario, even SMT suggestions were considered more helpful as they required less editing than low-percentage TM matches (Moorkens & Way, 2016).

There have also been studies of translators' opinions on MT on social media, where translators are likely to feel more at ease and express views with greater sincerity. One found that "sentiment towards MT in translation groups is predominantly negative" and "negative perceptions in social media outnumber positives" in both quantitative and qualitative analyses (Läubli & Orrego-Carmona, 2017: 60). The authors called for greater involvement of translators in MT development pointing out the mutual benefits for translators and researchers. It should be remembered that for translators the quality of ST and MT output are the top two factors negatively influencing their productivity and – jointly – the fifth factor that can boost productivity (Ragni et al., 2022: 15, 16). Vieira (2020a) analysed translators' discourse on MT in the context of the apparent fear of automation by means of comparing keyword frequencies and conducting a qualitative analysis of a corpus of translators' web postings and blog posts, mainly from the 2010–2017 period. **Error! Reference source not found.** shows the frequencies of selected keywords (including "post-editing"), while Table 1-2 presents the results of a qualitative analysis of the instances of use of the keyword "machine translation", while Vieira concludes that "most criticism of MT concerned primarily not a fear of being outperformed by MT systems or an intrinsic aversion to the technology, but rather MT's current limitations and some of the business practices that surround its use", as confirmed by the frequency of words like *rate* or *price*.

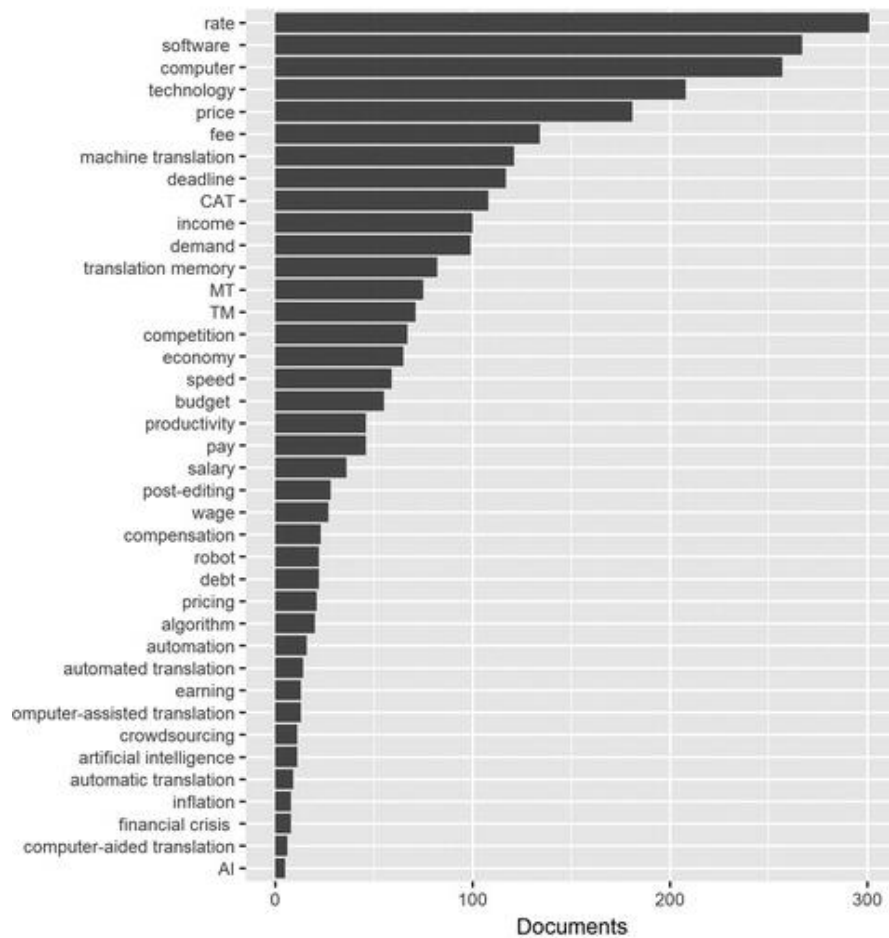


Figure 1-5. Numbers of translators' postings and blogs in corpus with search keywords related to MT (after Vieira, 2020a: 11)

MT	Count
Errors/Low quality	8
Descriptive/Technical	5
Has limitations/Not a threat to qualified professionals	5
A way of clients saving money	3
Can be helpful if properly applied	2
Not always effective/Not suitable to all tasks	2
Can be helpful	1
Can be helpful, but is problematic for quoting	1
Can be misapplied	1
Despite the hype, MT and post-editing are small sources of income for companies	1
Devalues professional translators	1
Is gaining ground	1
Might be helpful one day to cope with volumes, but humans still required	1
MT should not replace human aspects in translator training	1
Represents new opportunities	1
Translation is essentially human; cannot be done by machines	1
Total	35

Table 1-2. Qualitative analysis of postings containing the "machine translation" keyword (after Vieira, 2020a: 14)

When the sentiment of translators’ and managers’ statements about MT is analysed, there are marked differences between the two groups (Table 1-3), especially on such subjects as quality of both TT and MT, productivity, flow of information and pay (Vieira & Alonso, 2020: 12). Translators’ critical remarks often concerned the “unknowns” introduced by MT, especially in terms of quality and productivity – mainly unrealistic expectations about productivity gains, while managers mentioned translators’ unwillingness to accept tasks before they were able to assess the quality of MT output they were supposed to use (Vieira & Alonso, 2020: 11). This is in contrast to earlier research on translators’ perceptions of increases in productivity thanks to TMs or more generally CAT tools, where almost 90% of translators noticed that the software enabled them to work much more (56%) or slightly more effectively (31.9%), with almost equal level (86%) of appreciation for the concordance search functionality (Schneider et al., 2019: 747, 751).

Codes	Production			Management		
	<i>P</i>	<i>N</i>	Sentiment score	<i>P</i>	<i>N</i>	Sentiment score
Target-text quality	3	21	−18	2	1	1
Tools/interfaces	8	25	−17	10	8	2
Productivity	4	19	−15	9	7	2
Flow of information	1	15	−14	3	6	−3
MT quality	20	32	−12	23	21	2
Costs and pay	6	17	−11	8	5	3
Distinguishing between tasks	2	12	−10	4	1	3
Editing/translating steps	4	14	−10	3	7	−4
Assessment	3	11	−8	1	1	0
supply chain phases	3	11	−8	1	2	−1
potential ethical problems	0	6	−6	1	1	0
Clients’ knowledge	0	5	−5	5	3	2
feedback	1	5	−4	0	1	−1
Training/translators’ knowledge	5	9	−4	6	5	1
Translation tech. across time	3	6	−3	6	1	5
Profile	0	2	−2	2	1	1
Recruitment	0	1	−1	1	2	−1
industrial standards	1	0	1	0	2	−2

Table 1-3. Positive and negative codes in statements about MT made by interviewed translators (Production) and LSP managers (after Vieira & Alonso, 2020: 174)

Translators’ dissatisfaction with the business practices in the language industry is confirmed by data quoted by Anthony Pym (2022). According to statistics provided by Nimdzi Insights, in the seven-year period until 2019, revenue grew for companies with 50 or more employees, but fell for all smaller entities, including self-employed individuals. It shows that it is large LSPs that reap the benefits of automation, mainly PE, while LSPs with 10-49 employees are the hit the hardest. The trend is confirmed by other sources, such as annual European Language Industry Survey or statistical data from various countries. Moorkens even speaks of “digital Taylorism” in the translation industry, where translators are constantly monitored, receive short and often decontextualised chunks of texts, while being under pressure from large companies or crowdsourcing platforms to accept lower rates, all of which affects their job satisfaction and motivation (2020). Overall, average translation rates have remained the same for the last 30 years, while the discourse about translation is “unanimously techno-positivist”, with translators’ contributions being “downplayed” (do Carmo & Moorkens, 2023: 12-13). Sandrini notes that many skills translators have are becoming obsolete as they are gradually being taken over by technology, which reduces the range of core translation tasks, including TT production, while forcing translators to assume

many tasks unrelated to translation: “multilingual terminology work, language data analysis and management, multicultural marketing, translation technology consulting, etc.” (2022: 51-52).

Another interesting take on the attitudes towards PE is Sakamoto’s (2019) analysis of discourse from interviews with translation project managers, language service providers’ (LSPs) websites and PE training manuals using Bourdieusian concepts of economic and cultural capital. Bourdieu understood capital as “a resource invested by social agents to locate themselves in the social spaces and hierarchies”, with cultural capital denoting upbringing and education (Sakamoto, 2019: 202). The conclusion was that even though PE was seen as an activity that produced higher economic capital, namely cost-savings, translation skills were associated with higher cultural capital, “generated through [...] intellectual activities (translation), which requires linguistic and subject-specific knowledge and experience” (Sakamoto, 2019: 210). The position of translators and post-editors resulting from the analysis is illustrated by Figure 1-6.

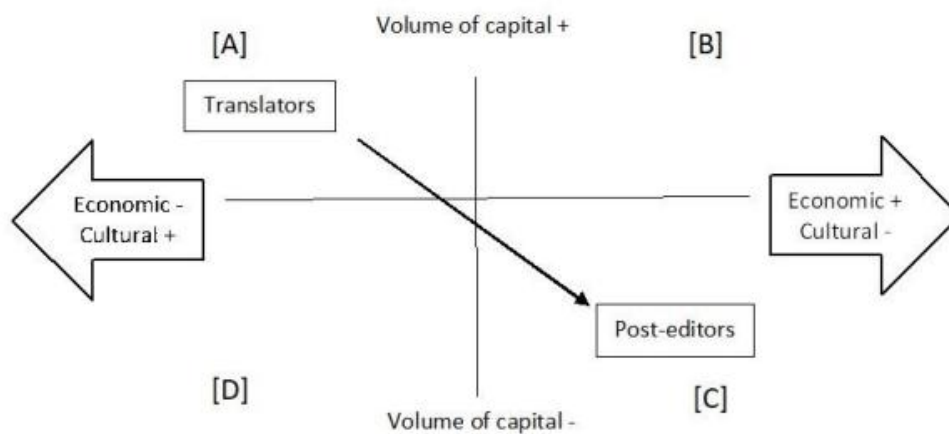


Figure 1-6. Positions of translators and post-editors in the field of translation (after Sakamoto, 2019: 211)

Interestingly, some LSPs stressed that they only worked with “human translators” and among the ones that did offer PE services, “post-editor” was rarely mentioned as a job title. Instead, they called the people doing PE work: translators, linguists, editors, proofreaders, language experts, etc. In general, project managers felt PE was inevitable due to demand from customers, but feared that it would be boring, even demeaning, for translators and that the latter would earn less (Sakamoto, 2019: 206-208). The change of position represented on the diagram and the resulting mismatch of initial capital with the new position can cause what Bourdieu refers to as the “Don Quixote effect”: unconscious anxiety and resentment. Sakamoto argues that this effect can be observed in translators who are under increasing pressure to take up PE (2019: 211-212). Yet, some familiar-sounding concerns, such as work becoming boring and fragmented (translating sentences rather than texts), loss of control and creativity, or even translators being reduced to clicking OK, were also raised in the past when TMs were relatively new (Bowker & Barlow, 2008: 16). Just a decade later, concordance searches within TM were by far the most popular resource, ahead of Google searches, TB searches or dictionaries (Bundgaard & Christensen, 2019).

Finally, as mentioned earlier, MT providers are quick to make claims of human parity achieved especially by NMT. This suggests that machine-translated text does not differ significantly from HT, but these

evaluations are rarely made by translators. Most evaluators are crowd workers or MT researchers. Both groups are less critical of MT output and often unable to compare the translation against the ST. Evaluation is often done on isolated sentences, rather than on whole documents or at least sentences in suprasentential context, in which case quality tends to be assessed as lower than if isolated sentences are considered (Castilho, 2023; Läubli et al., 2018; Toral, 2020).

1.4 Translation competence and post-editing competence

On translators' fora one can frequently find the saying just as having ten fingers does not make you a pianist, knowing two languages does not make you a translator. Knowing two languages well is just a start. In second language learning, translation is sometimes seen as the fifth language skill, in addition to listening, speaking, reading and writing (European Commission: Directorate-General for Translation, 2013; Whyatt, 2017). Translation in the language classroom can serve contrastive purposes: show how the signifieds in the two languages do or do not overlap (Lederer, 2003: 136). But a good translation should not read like a translation (fluency and readability matter- see Gray, 2022: 235-236), that it should have the ease of original (or its unease - for a discussion in the context of legal translation, see Kierzkowska, 2002: 37-40). This is said to depend on the competence possessed by the person who translates.

1.4.1 The notion of competence

Like *translation*, discussed above, *competence* is an elusive term, but one that is important from the pedagogical perspective (see section 1.4.2). Anthony Pym explains that when Translation Studies were becoming institutionalised as a discipline, the legacy of Chomsky's distinction between competence and performance in linguistics was still very strong. For Chomsky, linguistic competence and performance denoted, respectively, the speaker-hearer's knowledge of a language and the actual use of that knowledge to produce utterances (Chomsky, 1965: 4). It was therefore difficult to suggest that a competence (translation competence in this case) could concern "the actual use of language", rather than "a kind of systemic knowledge underlying the actual performances of translators", in other words, that competence could lie within the realm of performance (2003: 484). Pym observes that in the past translation scholars avoided the term *competence*, replacing it with *skills*, *proficiency* or *strategies*, or – if they used it – they quickly abandoned it to talk about, e.g. mapping abilities, expertise or even performance ability (2003: 484-485). Pym accepts that it was a sensible decision to avoid the term back then, but reclaim it when advances in linguistics pointed increasingly towards "positioning of 'competence' somewhere near the performance side" (2003: 485).

Amparo Hurtado Albir notes that there are examples in literature of the term being used without a definition, as if authors took it for granted, and examples of implicit definitions, though without the term appearing in texts (2017: 18). Various similar terms are found in literature: transfer competence, translational competence, translator's competence, translation ability, translation skill, translation expertise (Hurtado Albir, 2017: 18; Kelly, 2005: 28-31; Orlando, 2015: 10). Translation competence is defined, among other things, as "the underlying system of knowledge needed to translate" (PACTE, 2003: 47); "the knowledge that is essential to the translation act" (Cao, 2007: 39) or "[t]he competence necessary for a professional translator, alternatively the competence that characterises or can be assumed to characterise a professional translator" (Englund Dimitrova, 2005: 12).

An impressive attempt at fleshing out those rather general definitions was undertaken by Orlando:

Translation competence is the combination of interdependent abilities, skills, (declarative and procedural) knowledge and attitudes that a translator must have developed in order to be able to carry out a translation in a given thematic domain at a professional level (Orlando, 2015: 10).

Helpfully, he also defines the near-synonyms of competence that appear in this definition:

- *Skills* are proficiencies developed through training and experience;
- *Abilities* are inherent qualities of being apt to do something;
- *Knowledge* is the theoretical or practical understanding of a subject;
- *Attitudes* are character traits and behavioural patterns (Orlando, 2015:11, emphasis in original).

The 2017 and 2022 reformulations of the EMT model of translation competence (discussed in more detail in the following section) are based on definitions of *knowledge*, *skill* and *competence* in accordance with the European Qualifications Framework (EQF):

“knowledge” means the outcome of the assimilation of information through learning. Knowledge is the body of facts, principles, theories and practices that is related to a field of work or study. In the context of the [EQF], knowledge is described as theoretical and/or factual;

“skills” means the ability to apply knowledge and use know-how to complete tasks and solve problems. In the context of the [EQF], skills are described as cognitive (involving the use of logical, intuitive and creative thinking) or practical (involving manual dexterity and the use of methods, materials, tools and instruments);

“competence” means the proven ability to use knowledge, skills and personal, social and/ or methodological abilities, in work or study situations and in professional and personal development. In the context of the [EQF], competence is described in terms of responsibility and autonomy. (European Parliament and Council of the European Union, 2008)

A different approach is adopted by Whyatt, who notes the difficulty caused by the fact that some authors treat competence as a synonym of skill, ability or expertise. She recognises that this is also reflected in everyday language (and clients’ ideas about who and how fast can translate) or even in dictionaries, where definitions of terms such as *ability*, *skill* and *competence* are often circular. To avoid this confusion, she describes the developmental continuum of the faculty of translation. From a mere predisposition to translate, which any bilingual person can use in communication, through effort expended to refine this ability, with or without relevant education, translation competence can be developed, while some practitioners reach the stage of translation expertise (Whyatt, 2012: 25-29), as illustrated by Figure 1-7.

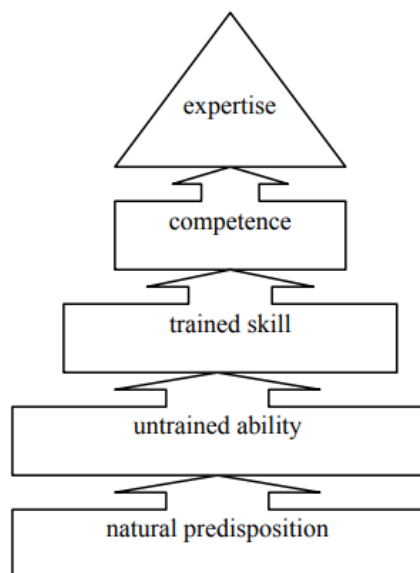


Figure 1-7. Evolution from translation predisposition to expertise (after Whyatt, 2012: 29)

With the exponentially growing demand for translation or, more generally, language mediation and the increasing popularity of various forms of non-professional translation, there is more and more research concerning untrained language mediators (Antonini, 2021). The ubiquity of “natural translators” – such as language brokers, including children, and persons learning a second language – calls for reappraising the notion that translation is always the complex “intricate process of decision-making and problem-solving” performed by trained individuals (Whyatt, 2017: 48). Non-professionals may translate in a manner that is linguistically imperfect, but still convey the message, or they may engage in “linear transcoding”, which may make the translation unintelligible due to cross-linguistic interference. This is where development always starts, but “translation expertise has no ultimate level of attainment” (Whyatt, 2017: 52, 56).

Klimkowski, too, stresses that the process of acquisition of translation competence is never complete. It is a continuous process as every translation task requires learning something new and a translator (or translator trainee) may even need to learn new ways of finding such new knowledge for themselves (2008: 76, 79). This tallies with my own experience and with some findings from a survey for experienced legal translators (Setkowicz-Ryszka, n.d.-a, n.d.-b). This quest for excellence might explain why so many legal translators suffer from imposter syndrome, which struck me during a “back to basics” course for practising translators. Just as I, as the leading trainer, was reluctant to say that I knew all the answers, especially for a language pair involving such different legal systems as English and Polish, the participants were relieved to know there were others who suffered from imposter syndrome.

Yet another approach to the process of translation competence acquisition, informed by cognitive psychology, distinguishes four stages in any learning process:

- unconscious incompetence, when “everything seems easy” (González Davies, 2004: 40);
- conscious incompetence, when awareness of problems and challenges appears, and the need to learn becomes clear;

- conscious competence, when the rules have been learnt and are followed, “[d]ecisions are made, and problem spotting and solving skills are developed along with a global idea of the task and its possible outcomes” (González Davies, 2004: 40); this stage seems to include translation competence and skill on Whyatt’s continuum;
- unconscious competence, corresponding to expert level, when a translator achieves top performance, often without knowing how this is done, because “most of the skills have been internalised” (González Davies, 2004: 40); this stage seems to correspond to translation expertise.

Before delving into the specifics or components of competence, it is also worthwhile to briefly touch upon the nature of competence. Members of PACTE Group stress that, although translation competence “comprises declarative and procedural knowledge”, the procedural type of knowledge - that is, knowing how – is the dominant one (PACTE, 2003: 48). Elaborating on the procedural aspect, they explain that “translation competence, that is the professional translator’s competence [...] is expert knowledge [...] defined as being categorical or abstract and having a wide knowledge base; it is conscious and can be made explicit; it is organised in complex structures and can be applied to problem solving” (PACTE, 2003: 45). Whyatt, too, concludes that “[a]lthough scholars differ on how translation competence is best defined they all agree that [it] is experience-derived knowledge” (Whyatt, 2012: 172).

1.4.2 Multi-componential models of translation competence

The above definitions situate translation competence vis-à-vis other levels of proficiency or professionalism in translation, but they do not break it down into particular components. This is done in a number of models of translation competence (TC). Older definitions focused on the knowledge needed strictly to perform an act of translation (language competence, subject competence, transfer competence). It should be stressed that even in the early studies on TC it was recognised that not only competences of a linguistic nature were required for translation and various elements were included – namely “knowledge, abilities, skills [and] attitudes” (Hurtado Albir, 2015: 258). Over time, other, more peripheral elements started to be added (professional skills, psychophysiological competence, use of resources and tools, knowledge of professional practice) (as discussed in Pym 2003: 485-486).

Considering the increasing number of competence components that a translator should acquire, the constantly evolving professional reality, with an ever growing number of tools and resources, Pym suggests the following lean, “minimalist” definition of competence: “[t]he ability to generate a series of more than one viable target text (TT1, TT2 ... TTn) for a pertinent source text (ST)” plus “[t]he ability to select only one viable TT from this series, quickly and with justified confidence” (Pym, 2003: 489). In a similar vein – and referring to Pym’s minimalist definition – Malmkjaer suggests focusing on the transfer competence, while treating all the other components of competence as “prerequisites to translation, or desirable states which may enhance translation, which, however, do not make a translator” (2009: 125).

Even though minimalist definitions may be appealing and catchy, minimalism does not lead to a better understanding of what TC actually involves (Klimkowski, 2008: 73). In the practice of translation teaching or training it is the complex multi-componential models that prove more helpful since they can be used “to assign content to courses, courses to sequences, and sequences into coherent programs” (Shreve et al., 2018: 38). In other words, these models provide the desiderata against which a translator’s actual

translation performance can be evaluated. But Shreve et al. also warn that due to their “ballooning conceptual boundaries”, which make the concept of TC “theoretically weak”, these models may not be useful for researching the actual cognitive and mental processes during translation (2018: 39). In the field of translation pedagogy, multi-componential models are also criticised by Kiraly and Hofman, who claim that even though they are useful heuristics, when they are followed rigidly in curricula, this may lead to fragmentation of TC across a number of specialised classes and students may not see the links between such isolated competences (Kiraly & Hofman, 2016: 71, 74).

The following analysis of existing multi-componential models comprises:

- the main two pedagogical TC models, developed by PACTE Group (section 1.4.2.1) and EMT (section 1.4.2.2);
- two other didactic models: the list of competences for curriculum design developed by Kelly (section 1.4.2.3) and TransComp model developed by Göpferich (section 1.4.2.4);
- two practice-oriented models: the list of requirements found in ISO 17100:2015 *Translation services – Requirements for translation services* standard (section 1.4.2.5) and the results of a survey of the relative importance of TC components according to practitioners (section 1.4.2.6).

The first three models were the basis for legal translation competence models (discussed in section 0).

1.4.2.1 PACTE model

The PACTE Group, formed in 1997, set itself the goal of building

a model of the characteristics that define the professional translator (translation competence) and a model of how translation competence is acquired (translation competence acquisition) that could be validated empirically, [assuming that] translation as a communicative activity directed towards achieving aims [...] involves taking decisions and solving problems, and requires expert knowledge (PACTE, 2003:43–44).

By 2003, a model emerged whereby translation competence is

the ability to carry out the transfer process from the comprehension of the source text to the re-expression of the target text, taking into account the purpose of the translation and the characteristics of the target text readers (PACTE, 2003: 58),

which includes five sub-competencies made up of the following kinds of (mainly procedural) knowledge:

- **Bilingual sub-competence**, i.e. “knowledge needed to communicate in two languages”, including interference control when switching between them, and it is “made up of pragmatic, socio-linguistic, textual, grammatical and lexical knowledge”;
- **Extra-linguistic sub-competence**, i.e. knowledge “about the world in general and special areas”, including bicultural, encyclopaedic and subject knowledge;
- **Knowledge about translation sub-competence**, i.e. “knowledge about how translation functions: types of translation units, processes required, methods and procedures used [...] and types of problems” as well as “knowledge related to professional translation practice: knowledge of the work market (different types of briefs, clients and audiences, etc.)”;

- **Instrumental sub-competence**, i.e. “use of documentation sources and information and communication technologies applied to translation: dictionaries of all kinds, encyclopaedias, grammars, style books, parallel texts, electronic corpora, searchers, etc.”; and
- **Strategic sub-competence**, i.e. “knowledge to guarantee the efficiency of the translation process and solve the problems encountered”, a sub-competence “that affects all the others and causes inter-relations amongst them because it controls the translation process”, including planning, execution, evaluation, etc.

The sub-competencies are accompanied by a host of psycho-physiological components, such as memory, perception, intellectual curiosity, perseverance, creativity, etc. (PACTE, 2003: 58-59).

1.4.2.2 EMT model

The other widely used competence model – the so-called “Wheel of Competence”, because of the graphic form of its presentation – was developed by experts from the European Master’s in Translation network (EMT) in 2009. The model was requested in 2007 by the EU’s Directorate-General for Translation, which – after EU enlargement and the consequential increase in the number of EU languages from 11 to 23 – felt the need to standardise the skills required of translators and interpreters as the “minimum quality profile” and the training curriculum. Importantly, the model was not developed by academics alone, but employers’ associations and international organisations also participated in discussions (Chodkiewicz, 2012: 37-38). It became “one of the leading reference standards for translator training and translation competence throughout the European Union and beyond, both in academic circles and in the language industry” (European Masters in Translation, 2017: 2). The original version of the model, from 2009, comprised six interdependent components, intended to serve as an expression of training objectives, which were defined in considerable detail (the following is only a summary):

- ❖ Translation service provision competence, split into:
 - interpersonal dimension, which includes, for instance, knowing how to:
 - market oneself,
 - negotiate with clients,
 - manage one’s time and budget,
 - comply with standards, instructions and professional ethics,
 - work in team,
 - self-evaluate;
 - production dimension, which includes, for instance, knowing how to:
 - make translations appropriate to the aim,
 - define and solve translation problems, and justify the solutions (metalanguage),
 - proofread and revise;
- ❖ Language competence, including:
 - knowing how to understand structures and conventions of one’s working languages and use the same structures and conventions in other languages,
 - sensitivity to changes and developments in languages;
- ❖ Intercultural competence, split into:
 - sociolinguistic dimension, including knowing how to:

- recognise function and meaning,
- identify interaction rules,
- produce documents in appropriate register;
- textual dimension, including e.g. knowing how to:
 - analyse the macrostructure of a document and its coherence,
 - grasp the implicit or intertextual elements,
 - recognise culture-bound elements,
 - summarise, rephrase or post-edit;
- ❖ Information mining competence, including:
 - knowing how to identify information requirements and how to extract task-relevant information,
 - developing research strategies and criteria for evaluating the reliability of sources;
- ❖ Thematic competence, including:
 - learning to learn about the subject,
 - “developing a spirit of curiosity”;
- ❖ Technological competence, including knowing how to:
 - effectively use and integrate software used for work,
 - manage databases and files,
 - adapt oneself to new tools (EMT Expert Group, 2009: 4-7)

In a small-scale survey, both practising translators and students found the competences included in EMT model highly relevant, but did not confirm the central importance of the service provision competence, which ranked second last (the last one being the technological competence). Both groups ranked individual competences in the same order and “language and intercultural competences were regarded as the most significant”, followed by the information mining competence (Chodkiewicz, 2012: 50). Although this model was replaced by a newer version in 2017, it is important to mention as it became the basis for a legal translation competence model developed in QUALETRA project, discussed in section 3.1.3.

In the newer version of the EMT model, which focuses more on the employability of university graduates, TC is still multi-componential, but the number of areas of competence is reduced to five (with a total of 35 specific learning outcomes in areas 2-5):

- **Language and culture area**, including “general or language-specific linguistic, sociolinguistic, cultural and transcultural knowledge and skills that constitute the basis for advanced translation competence” and which “is the driving force behind all the other competences”;
- **Translation competence area**, which “lies at the heart of the translation service provision competences” and is understood broadly as more than meaning transfer, but “also all the strategic, methodological and thematic competences that come into play before, during and following the transfer phase per se – from document analysis to final quality control procedures” (including “the ability to interact with machine translation in the translation process”);
- **Technology competence area**, meaning “all the knowledge and skills used to implement present and future translation technologies within the translation process”, including “basic knowledge of

machine translation technologies and the ability to implement machine translation according to potential needs”;

- **Personal and interpersonal competence area**, which means “the generic skills, often referred to as ‘soft skills’, that enhance graduate adaptability and employability”; and
- **Service provision competence area**, that is, “all the skills relating to the implementation of translation and, more generally, to language services in a professional context – from client awareness and negotiation through to project management and quality assurance” (European Masters in Translation, 2017: 5-11).

The change is criticised by Popiołek, who notes that the 2017 version

does not include theoretical knowledge or research skills (information mining), translation and service provision have been separated, and service provision is no longer the central element but seems to be treated as the final stage within a process, and thematic competence is now covered under translation (along with strategic and methodological competence) (2020: 21).

She observes that although the 2017 model is better aligned with the European Qualifications Framework, the old one “was more structured and had a clearer distinction between competences”, while the lower number of competence areas resulted in “amalgamating” some competences into a single super-competence, preventing a more detailed analyses (Popiołek, 2020: 21). Prieto Ramos also criticises the “arbitrary fragmentation of competences and the problematic merging of strategic and thematic competences”, which makes thematic competence less visible or relevant, as well as the fact that compliance with deadlines, instructions and specifications is part of personal and interpersonal competence area, even though is it the highest-scoring sub-competence (Prieto Ramos, 2024: 152-153).

In 2022, the EMT competence model underwent a minor update again to reflect the limits of technology and stress the importance of human intelligence or knowledge (EMT, 2022: 2). There were small changes in TC components, such as stressing the need for research to evaluate the sources or simplifying the sub-competence relating to PE, where productivity or data ownership/security are no longer mentioned. In the changes technology area of competence, graduates are now required to know how to critically assess the relevance and impact of tools and IT resources in their work, and have data literacy. Under personal and interpersonal competence, managing cognitive load and critical professional situations is now mentioned, along with the “importance of lifelong learning”. Finally, under service provision competence, negotiating with the client was replaced with interacting at all stages (including feedback from the translator and from the client). As for ethical principles, critical assessment of such principles has been added. Networking was turned into a separate competence, its purpose being identified as improving professional visibility (EMT, 2022: 8-11).

1.4.2.3 *Kelly’s list of competences*

Dorothy Kelly presents a concise list of competences that are “desirable in graduates from translation studies” for the purpose of designing curricula, in which context she herself recognises potential overlaps between various areas and the need to complete the list (2005: 32). Despite Kelly herself calling it just a “useful list”, it is praised as a “careful, well-balanced analysis of a number of other models” which has a

“high degree of ecological validity” (Király & Hofman, 2016: 75) and it became the basis for two LT competence models (see section 0). Kelly lists seven main areas:

- Communicative and textual competence, including awareness of textuality, discourse, as well as conventions in the cultures involved;
- Cultural and intercultural competence, understood broadly, beyond history and geography, but including also values, perceptions, behaviour and their textual representations, combined with awareness of issues of intercultural communication and translation as one of its forms;
- Subject area competence, that is, enough knowledge in a given field to understand ST and access to specialised documents to solve problems in translation;
- Professional and instrumental competence, including the use of resources, terminological research and information management, the use of IT tools, as well as basic tenets of business activity: contracts, billing, ethics or professional associations;
- Attitudinal or psycho-physiological competence, with such elements as self-concept, self-confidence, attention, memory or initiative;
- Interpersonal competence, covering the ability to work with other translators and other professionals involved in translation processes, as well as any other actors, e.g. clients and authors, plus negotiation and leadership skills;
- Strategic competence, comprising organisational and planning skills, ability to identify and solve problems, as well as monitoring, self-assessment and revision (Kelly, 2005: 32-33).

1.4.2.4 TransComp model

Yet another multi-componential model was developed by Susanne Göpferich for the purposes of her longitudinal study of TC development in students TransComp, implemented in 2011-2014. Her model is more complex than the previous two models, so its graphical representation is provided in Figure 1-8.

TransComp model consists of the following six competences:

- Communicative competence in at least two languages: lexical, grammatical and pragmatic knowledge, including “knowledge about genre and situation-specific conventions in the respective cultures”;
- Domain competence, that is, “general and domain-specific knowledge” that enables understanding ST and formulating TT or, “at least the sensitivity to recognize what additional knowledge is needed [...] to fill one’s knowledge gaps”;
- Tools and research competence, that is, “the ability to use translation-specific conventional and electronic tools” (MT systems being mentioned among them);
- Translation routine activation competence, which comprises “the knowledge and the abilities to recall and apply certain – mostly language-pair-specific – (standard) transfer operations (or shifts) which frequently lead to acceptable target-language equivalents”;
- Psychomotor competence required for reading and writing (which the scholar believes to impact the cognitive capacity remaining to deal with other tasks);
- Strategic competence, which “controls the employment of the sub-competences mentioned above” and which is meta-cognitive in nature” (Göpferich, 2009: 20-21).

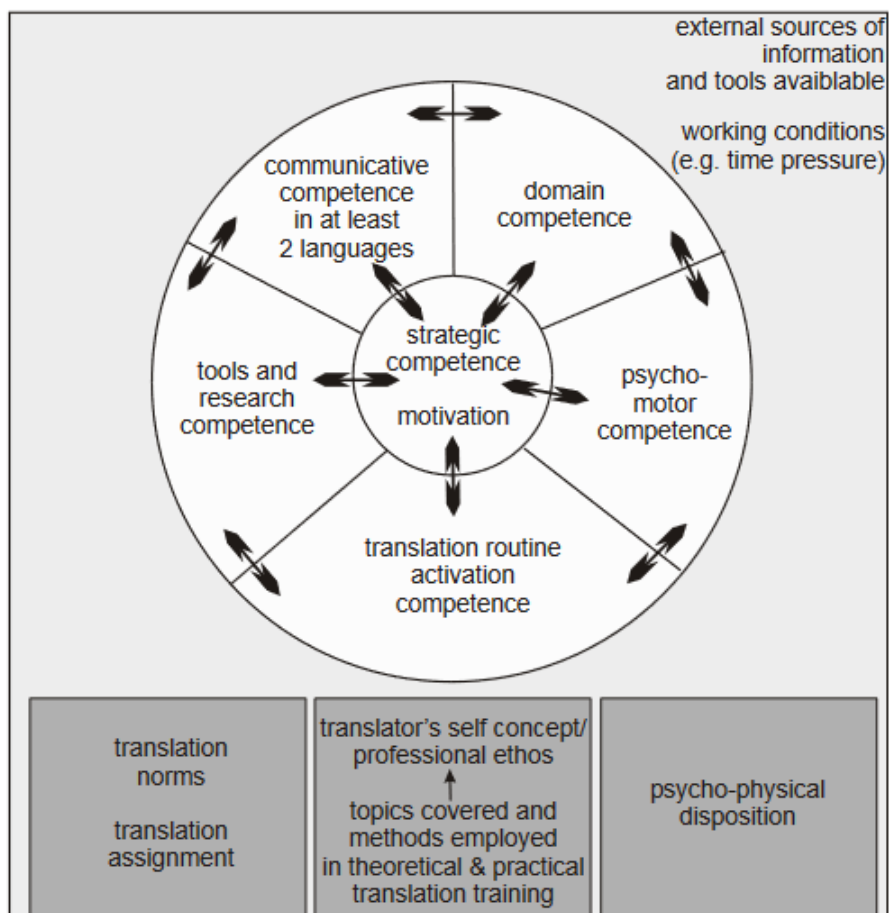


Figure 1-8. Translation competence model (after Göpferich, 2009: 20)

The model stresses interactions between the various competences and the influence of external factors. It recognises that the deployment and control of competences are determined by three factors:

- (1) the translation brief and translation norms; (2) the translator's self-concept/professional ethos, on which the contents conveyed and the methods employed in theoretical and practical translation training courses have an impact and [...] where aspects of social responsibility and roles come in [...], and (3) the translator's psycho-physical disposition (intelligence, ambition, perseverance, self-confidence, etc.) (Göpferich, 2009: 22).

According to Göpferich, the last factor influences to a certain extent the process of translation competence acquisition, because "a critical spirit and perseverance in solving translation problems may accelerate the development of translation competence" (2009: 22).

The model proposed by Göpferich is outstanding in that it emphasises two elements that seem not to be given sufficient prominence in the other two models. Firstly, under domain competence, the awareness of one's own knowledge gaps, which should trigger the use of external sources of information. Secondly, the translation routine activation competence, which might be considered a sign of developing expertise, because it means that the translator has accumulated a repertoire of standard solutions that usually yield acceptable results. Routine activation means that the translator does not reinvent the wheel with every

translation and can focus on solving less common problems. In the research carried out in TransComp project, the focus was on strategic competence, translation routine activation competence and tools and research competence, which were considered the main differences between TC and the competence of untrained bilinguals (Göpferich, 2009: 29).

1.4.2.5 *Requirements in ISO 17100:2015 standard*

The standard, titled *Translation services – Requirements for translation services*, concerns individual translator competence (with translation competence among the component competences) from a market-oriented perspective. It also aims to reflect “the relevant industry best practices and market requirements” and standard sets a number of measurable requirements for individual translators “with reference to specific, objective and auditable criteria for the purpose of documenting and validating competence and qualifications in practice” (Popiołek, 2020:10). Translator competences comprises:

- a. **Translation competence:** the ability to translate content [...], including the ability to address the problems of language content comprehension and language content production, and the ability to render the target language content in accordance with the client-TSP agreement and other project specifications,
- b. **Linguistic and textual competence in the source language and the target language:** the ability to understand the source language, fluency in the target language, and general or specialized, knowledge of text-type conventions. [It] includes the ability to apply this knowledge when producing translation or other target language content,
- c. **Competence in research, information acquisition and processing:** the ability to efficiently acquire the additional linguistic and specialized knowledge necessary to understand the source language content and to produce the target language content. [It] also requires experience in the use of research tools and the ability to develop suitable strategies for the efficient use of the information sources available,
- d. **Cultural competence:** ability to make use of information on the behavioural standards, up-to-date terminology, value systems and locale that characterize both source and target language cultures,
- e. **Technical competence:** the knowledge, abilities and skills required to perform the technical tasks in the translation process by employing technical resources, including the tools and IT systems that support the whole translation process,
- f. **Domain competence:** the ability to understand content produced in the source language and to reproduce it in the target language, using the appropriate style and terminology. (ISO 17100:2015: 3.1.3, cited in Popiołek, 2020:22)

The above requirements focus on what can be observed in the translation product, and partially in the translation process, without mentioning any meta-cognitive components (strategic competence), soft skills, knowledge about translation, routine activation or service provision competence. This need not diminish the importance of elements omitted in the ISO requirements or the validity of the didactic models discussed above, especially in the light of the European Commission’s finding that soft skills, such as empathy, 360° thinking or courage, are be decisive for translators’ professional success (Nalepa, 2019).

1.4.2.6 *Relative importance of components of translation competence for practitioners*

Another approach to TC is to orient training more towards the needs of potential employers, such as translation companies, rather than relying on the knowledge of trainers (Rodríguez de Céspedes, 2019: 113). After all, employability of graduates is an important goal. Having followed for a week the inception training for a newly employed translator at a large translation company, Rodríguez de Céspedes confirmed

that the focus was on technological tools (linguistic skills being considered “a given”), followed by three weeks of closely supervised work with a senior translator. It was mainly language skills that the company looked for in candidates and the manager complained that many of them lacked “the necessary linguistic and translation skills” (Rodríguez de Céspedes, 2019: 116-117).

A similar approach was adopted and further developed by Anne Lafeber (2012), who conducted an impressive survey of over 300 translators and revisers from more than 20 inter-governmental organizations (IGOs), including the European Union and the United Nations Organization. IGOs translate internally high volumes of texts and employ many translators. The gap she was trying to fill concerned the relative importance of various elements of the multi-componential models. As she put it, the translation scholars who prepare competence models:

are willing to say what should go into the soup, but not in what measures. Of course nobody underestimates the complexity of translation work, which often involves the simultaneous activation of multiple interacting skills and knowledge, the combination of which can vary considerably from one task and even one moment to the next. Some skills and knowledge types must be called into play more often than others, however, and some must in turn be harder to find and some must have a greater impact on the acceptability of a translation produced in a given context (Lafeber, 2012a: 17).

The focus, then, was not on whether or not IGO translators had translation competence, but on their strengths and weaknesses in terms of the many elements that together make up such competence. She asked IGO staff working with new recruits (defined as persons who have been employed for up to 12 months) about the importance of a set of 40 component skills and types of knowledge identified on the basis of translation competence models and about the skills and knowledge lacking among new recruits in these organizations. Her list also excluded interpersonal skills and other types of skills and knowledge that could not be tested on the basis of texts (Lafeber, 2012b).

The component skills and knowledge were organised into six categories:

- **Knowledge for comprehension**, including knowledge of source language and culture, the subject and the organization;
- **Analytical skills**, including the ability to understand complex topics, work out meaning of obscure texts, detect contradictions or errors and ensure TT coherence;
- **Target-text production skills and knowledge**, including:
 - knowledge of spelling, punctuation, vocabulary,
 - knowledge of target culture,
 - ability to produce idiomatic and smooth translations, conveying the nuances of ST,
 - ability to adjust language to readers, achieve the right register,
 - providing complete translations;
- **Research skills**, including the ability to find sources to understand the topic/check facts, to establish accepted phraseology and terminology and to judge the reliability of sources;
- **Computer skills**, including fast and accurate typing, using advanced Word functions, Excel and PowerPoint and working with translation memories and terminology tools;

- **Other skills**, including the ability to maintain quality under pressure, explain translation decisions and follow instructions and style guides (Lafeber, 2012:112-113).

Interestingly, based on survey results, she identified a number of extra skills, often soft skills, such as: communication skills (questions to other people, especially ST authors); openness to feedback from revisers and willingness to learn from it; teamwork skills and other interpersonal skills; critical thinking skills; good organization and time management; flexibility, adaptability (Lafeber, 2012: 116).

By comparing the weights given to the particular component skills and types of knowledge with the reported lack of such skills and knowledge in new recruits, which Pym (2013: 494) calls “negative competence”, Lafeber was able to form four groups of component skills/knowledge types (Table 1-4). The high-impact oft-lacking skills (in boldface) generate extra work for revisers and negatively impact the effectiveness of translations⁷ (2012: 124). They belong to core translation skills: thoroughly analysing the ST, even slightly improving it, and rendering it well in the TL, where necessary by consulting the sources.

2010	Commonly found in IGO recruits	Oft-lacking in IGO recruits
Low-impact skills and knowledge	– Understand complex topics, Work with electronic terminology tools, Follow complicated instructions, Master new subjects quickly, Tailor language to the readers’ needs – Explain translation decisions and problems, Knowledge of TL culture(s) – Work with translation memory software – Knowledge of SL culture(s) – Knowledge of TL varieties – Handle more than basic Word functions, Knowledge of SL varieties – Type accurately and fast – Detect mathematical errors in the ST – Work with Excel and/or PowerPoint	– Produce translations that flow smoothly, Achieve the right tone and register – Recast sentences in the TL, Knowledge of the organization, Judge the reliability of information sources, Write elegantly regardless of the ST, Track down sources to understand the topic, Subject knowledge
High-impact skills and knowledge	– Knowledge of SL – Ensure the completeness of the TT – Knowledge of TL grammar, An extensive TL vocabulary Knowledge of TL punctuation rules – Knowledge of TL spelling rules	– Work out the meaning of obscure passages, Capture nuances of ST – Convey the ST message clearly, Ensure the coherence of the TT, Adhere to in-house style convention, Detect inconsistencies, contradictions, etc. – Produce idiomatic translations, Maintain quality even under time pressure, Convey the intended effect of the ST – Track down sources to check facts – Mine reference material for phrasing

Table 1-4. Classification of skills and types of knowledge in terms of impact and absence in new recruits (based on Lafeber, 2012)

⁷ Effective translations are defined as ones that “achieve the communicative aims of the organization and protect its image” (Lafeber, 2012:112).

Lafeber (2012: 119) identified extra skills or knowledge lacking in new recruits that some respondents mentioned: (1) general knowledge; (2) organisation, time and quality management; (3) knowledge of translation and terminology theories; (4) ability to create idiomatic translations, without “apishly reproducing the structure of the [ST]”, and (5) ability to work with TMs, build glossaries and use MT tools.

2021	Commonly found in IGO recruits	Oft-lacking in IGO recruits
Low-impact skills and knowledge	• Tailor TT language to readers’ needs • Follow complicated instructions (text additions to translate, parts to relocate, patching together, revising against new versions, etc.), <i>elicit answers and assistance from others in the organization, especially ST authors</i> • <i>Create new terminology for new concepts, work effectively in a team, e.g. on large translation projects</i>, knowledge of TL culture(s) • <i>Identify the most suitable tools to use based on the translation assignment</i>, make effective use of electronic terminology tools, handle more than basic Word functions, type accurately and fast • Knowledge of TL varieties, SL culture(s) and SL varieties, <i>translate from more than one SL</i> • <i>Knowledge of translation theories and practices</i>, detect mathematical errors in the ST, <i>learn new languages</i>	• Knowledge of the subject of the translation (technical knowledge, e.g. of economics, international law, science, technology), of the organization and how it works, <i>the ability to revise machine translation output effectively, understanding its limitations and pitfalls</i> • Recast sentences in the TL (to say the same thing in different ways), produce an elegantly written target text regardless of how elegantly written the ST is • Track down sources to check facts and understand the topic • Master new subjects quickly, including through self-study, judge the reliability of information sources
High-impact skills and knowledge	• Knowledge of SL (vocabulary, expressions, rhetorical devices), ensure TT completeness (i.e. no unwarranted omissions), knowledge of TL punctuation rules, knowledge of TL spelling rules • Make effective use of recycled content within a computer-assisted translation environment (text generated by translation memory software, concordance searches) • <i>Flexibility, adaptability to cope with unpredictable workloads, changes in procedure or working methods, work independently, work with revisers, e.g. willingness and ability to learn from feedback</i> • <i>Collaborative mindset with regard to maintaining shared resources and knowledge sharing</i>	• Work out the meaning of obscure ST passages • Convey the ST message clearly, ensure TT coherence (e.g. consistent terminology use, no contradictions, logical connection of ideas), select and combine words in the TL to capture the exact and detailed meanings (nuances) of the ST, maintain quality even under time pressure, detect ST inconsistencies, contradictions, nonsense, unintended ambiguities, misleading headings, etc., produce natural-sounding language in the TT • Convey the intended effect of the ST, adhere to in-house style conventions, produce translations that flow smoothly even when the ST does not • Mine reference material for phrasing, understand complex topics, achieve appropriate tone and register, extensive TL vocabulary, knowledge of fine points of TL grammar

Table 1-5. Classification of skills and types of knowledge depending on their impact and whether they are demonstrated by new recruits at IGOs (based on Lafeber, 2023)

The survey was repeated in 2021 and the main conclusion was that the trend was for translators to be text curators rather than creators (Lafeber, 2023: 42). The results (Table 1-5) reveal growing importance and scarcity of non-linguistic skills: effective use of recycled content, subject-matter knowledge, explaining translation decisions and problems, understanding complex topics, mastering new subjects

quickly or maintaining high quality under time pressure. Scarce language-related skills included: conveying ST message, extensive TL vocabulary and good knowledge of TL grammar (Lafeber, 2023: 37, 39).

The respondents also added to the list a number of new skills (italicised in Table 1-1Table 1-5): producing translations that are smooth even when the ST is not, effective post-editing, using the right tone and register, adapting the TT to various clients' needs, embracing new technologies and work methods, willingness to learn or ability to cope with task-switching and large workloads. The translators need to be able to elicit assistance from others and to choose the best translation tools for a given assignment. As for the soft skills required of new recruits, it is interesting that both "collaborative mindset" and ability to work independently appear together (Lafeber, 2023: 39-40). It can be concluded that high-impact and scarce skills are clearly ones that machines lack: translators are expected to compensate for MT deficiencies, though this involves high cognitive load for the translator (Lafeber, 2022).

1.4.3 Comparison of translation, revision and PE competence

In literature comparing translation, revision and PE competence models (Robert et al., 2023: 52-53) it is stressed that they are interrelated, that one boosts another: especially the ability to translate well is a condition for good PE, though there are also differences in skills. Starting with similarities, the first comprehensive model of PE competence, developed by Rico and Torrejón (2012), consists of three groups of skills (Figure 1-9) and at least one – called linguistic skills, but comprising also subject knowledge – fully mirrors TC models, while the names of the other sub-competences are similar, though they are filled with different content (discussed in the following subsection).

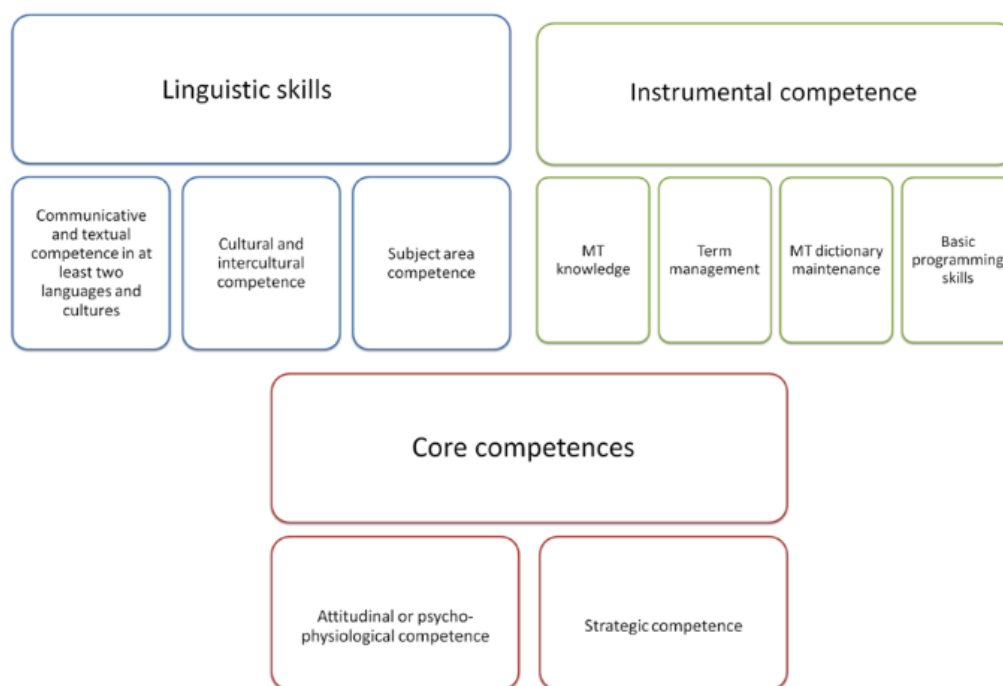


Figure 1-9. PE skills and competences (after Rico & Torrejón, 2012: 169)

Echoing the belief expressed by O'Brien's (2002) that only translators should be taught to post-edit, Nitzke and Hansen Schirra consider it "essential that post-editors are skilled translators, because they need the

same basic skill set”. Among those skills they mention: “knowledge about text type conventions, the ability to deal with style guides or controlled languages, knowledge about contrastive differences, cultural specificities, [...] proficient knowledge of the source and target language [...] general world knowledge as well as the relevant domain knowledge”. Moreover, “a post-editor also needs to know where and how to find information he or she does not have, i.e., research competence is required” and “needs to learn to what extent he or she can trust the MT output, e.g. concerning the correct translation of terminology, and when MT decisions have to be changed” (Nitzke & Hansen-Schirra, 2021: 70-71), however, they are also needed for revising HT. Interestingly, Nitzke et al. (2019: 248-249) also list translation competence and revision competence among the subsidiary sub-competences of a post-editor, along with bilingual, extralinguistic or research competences, which are present in most translation competence models. Similarity between post-editing and revision, as “calling for essentially the same core decision-making competence to ensure translation quality”, was confirmed by the majority of nearly five hundred institutional translators in Prieto Ramos’ survey: 72.21% of respondents considered them partially similar, while 22.29% saw these competences as very similar (2024: 163). Konttinen et al. (2020) point out that the revised 2017 EMT model of translation competence includes revision and PE competence, while several other models stress that working with translation memories is in fact a form of revision. They identify a number of common skills in different models of revision and PE competence (see the first column in Table 1-6).

	<i>Common to revision and post-editing</i>	<i>Specific to revision</i>	<i>Specific to post-editing</i>
Strategic subcompetences	Detecting, identifying and evaluating errors; information-seeking	Knowledge about revision and aspects of the profession Knowledge of typical (human) translation errors	Knowledge about MT systems and their capabilities Knowledge of typical MT errors
Interpersonal, attitudinal or psycho-physiological subcompetences	Revising frame of mind as opposed to retranslating	Communication with the translator: justifying corrections, feedback	Applying required post-editing level
Instrumental subcompetences	Use of the appropriate (CAT) tools	Use of revision-specific tools	Use of MT- and PE-specific tools Tools management and maintenance Controlled language pre-editing skills Programming skills

Table 1-6. Comparison of revision and PE competences (after Konttinen et al., 2020: 194)

As Table 1-6 suggests, there are also differences in the sets of skills needed for translation, revision and PE. One of the early descriptions of PE competence by O’Brien (2002: 156) already mentions extra skills needed for PE, including some programming or IT skills, familiarity with MT technology and a positive

attitude to it, skills in the field of terminology management, pre-editing and controlled languages, as well as the ability to quickly decide if MT output should be fixed or discarded. Similar elements are mentioned under instrumental competences by Rico and Torrejón (2012: 170). In addition, in attitudinal/psycho-physiological competence (see Figure 1-9 **Error! Reference source not found.** above), they include the ability to “cope with *subjectivity issues* involved in defining and applying PE specifications, adequately handling client’s *expectations* in terms of text quality acceptance, and overcoming *uncertainty*”, while strategic competence in their model includes the ability to make “*informed decisions* when choosing among different PE alternatives, following the directions as mechanically as possible and showing no stylistic concerns, if required, even when faced with low quality output” (Rico & Torrejón, 2012: 170, emphasis in original).

In her comparison of ISO standards dealing with translation, including revision (ISO 17100) and post-editing (ISO 18587), Koponen finds no differences in the sets of competences required of translators and revisers, with the exception of experience, which revisers need to have, but some extra competences required of post-editors: they should know in general terms how MT systems work and be able to detect errors that cross sentence borders (Koponen, 2022). But according to Konttinen et al. (2020) an important difference is the interpersonal or communication skills required in revision as opposed to PE, where communication may be limited to MT developers, as well as the different types of errors made by humans and algorithms and more technical knowledge required in PE (see Table 1-6). The interpersonal dimension of revision is stressed by Mossop, who argues that revisers need to be able to justify corrections to translators, refrain from changes only because they prefer a different rendition, and provide feedback, which calls for a degree of diplomatic ability (2020: 118-119). In terms of the attitude that revisers should have, Robert et al. similarly stress the need to be able to justify any changes made and to avoid unnecessary changes (hyperrevisions), retranslating or rewriting texts (2018: 3).

Risk assessment is seen as a key competence needed for PE due to the MT/PE-specific risks that arise on top of the risks associated with translation proper. Risk assessment provides input for decisions falling under strategic and consulting competences: whether to use PE at all, what level of PE to use, as well as informing clients about risks (Nitzke et al., 2019). In their PE competence model, Nitzke and Hansen-Schirra stress TC as the basis for PE competence (see Figure 1-10), but add some skills specific to post-editors: MT engineering, the ability to spot and correct errors and specialised consulting competences, all of which underpin soft skills, such as self-perception, ability to analyse the PE brief, “ability to concentrate and sustain attention [...], stress-resistance, logical reasoning, analytical thinking, and quick-wittedness” or “an affinity to working with the latest technological developments” (2021: 71-73).

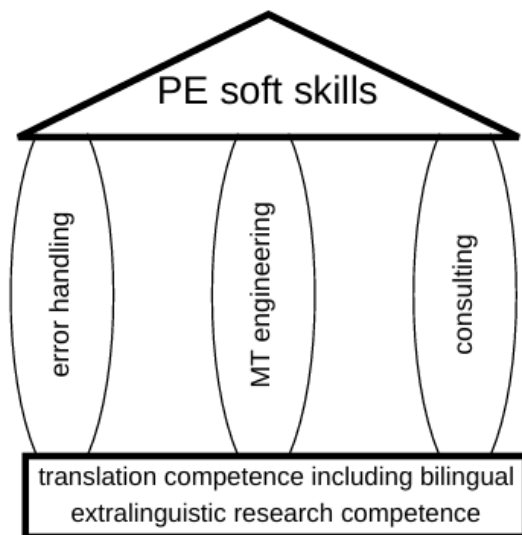


Figure 1-10. PE competence model (after Nitzke & Hansen-Schirra, 2021: 70)

They stress that it is easy to overlook errors generated by the newer neural MT systems, because they are more difficult to spot (as compared to statistical MT), due to the apparent fluency of the output. This means that post-editors need special training to be able to spot such less obvious problems (Nitzke & Hansen-Schirra, 2021: 71). This is confirmed by Yamada’s findings that despite an overall improvement of quality of post-edited NMT output compared to post-edited SMT output, the error correction rate was lower in the NMT+PE scenario and accuracy errors were difficult to detect (2023: 51). Counterintuitively, the better the MT output, the harder post-editing it seems.

Another difference results from the different standards of quality expected of the post-edited text, which may vary from assignment to assignment, so in case of light PE one has to avoid over-editing or introducing preferential edits. It is a paradox that, on the one hand, one has to have a very keen eye for errors hidden in a superficially well-formed text, while on the other, one is not rewarded for fixing certain categories of errors. Nitzke and Hansen-Schirra also raise the point that, according to various studies, post-editors are (or at least feel) primed by MT output (2021: 71). In the survey by Prieto Ramos, mentioned in the preceding subsection, respondents stressed the need for even higher TC for working with MT, especially thematic competence, as translators turn into “detectives of MT errors” (Prieto Ramos, 2024a).

1.4.4 Translation competence in the human-machine era

With the development in technologies that support translators in their work, the boundaries between translating, revising and PE have become blurred. All these activities may be performed in a single assignment, with (exact or fuzzy) matches from translation memories, term bases and MT feed all used in a single CAT environment. Translation is increasingly described as *human-computer interaction* (O’Brien, 2012b) and translators (or, more broadly, language professional) are referred to as *humans in the loop* (DePalma, 2017, 2021). They are the ones who prepare the translations on which MT systems are trained, whose translations are used as reference texts to assess the quality of MT output, who then post-edit the MT output and the results of whose PE work may be used to improve the quality of MT systems, including

adaptive MT, which “learns” from the edits introduced by humans on the go (Carl & Planas, 2020: 369), or automatic PE, which replicates typical human corrections based on data (Guerberof Arenas, 2020).

Due to the changing nature of professional translation, Anthony Pym questions the multi-componential models of competence, stressing that labels such as information mining, languages or area knowledge are losing importance, while intercultural competence is gaining weight due to the need for “suprasentential text-producing skills” when the input from various sources has to be made cohesive (Pym, 2013: 490-491). He calls for updating the competence models and observes that:

whereas much of the translator’s skill-set and effort was previously invested in *identifying* possible solutions to translation problems (i.e. the *generative* side of the cognitive process), the vast majority of those skills and efforts are now invested in *selecting* between available solutions, and then adapting the selected solution to target-side purposes (i.e. the *selective* side of the cognitive processes)” (Pym, 2013: 493) [*emphasis in original*].

He suggests a list of skills⁸ grouped under three main headings of learning to learn, learning to trust/mistrust data and learning to revise translations as texts. The abilities included in “learning to learn” refer to the use of translation tools and are defined as follows:

- Ability to reduce learning curves (i.e., learn fast) by locating and processing online resources;
- Ability to evaluate the suitability of a tool in relation to technical needs and price;
- Ability to work with peers on the solution of learning problems;
- Ability to evaluate critically the work process with the tool (Pym, 2013: 494).

The second group of skills, “learning to trust/mistrust data”, is a response to problems, reported in various studies, with translators relying too much on matches provided by the CAT tools, rather than checking external sources. These problems include failure to notice errors, working on incomplete matches even though translating from scratch would be a better option, relying too heavily on matches instead of external sources or, on the contrary, insufficiently trusting authoritative memories when instructed to do so. Generally, the problems concern the correct “distribution of trust and mistrust in data”, as an element of risk management, and adjusting “performance to fit work conditions” (Pym, 2013: 495).

Finally, “learning to revise translations as texts” comprises various abilities that concern processing a translation as a whole, above the sentence/segment⁹ level. They are important in that a sequence of correctly translated sentences does not necessarily make a text that flows naturally, so it is up to the translator/post-editor or human in the loop to ensure it does. The individual abilities include:

- Ability to detect and correct suprasentential errors, particularly those concerning punctuation and cohesion;

⁸ The proposal is based on a list of skills and types of knowledge missing in new recruits (translators) in intergovernmental organizations, revealed by the survey described earlier (Lafeber, 2012b).

⁹ In CAT tools and MT systems, text is processed as a sequence of segments, roughly corresponding to sentences or sub-sentence units such as bullet points. There are efforts to develop document-level or context-aware MT, but they face considerable challenges (e.g. Lopes et al., 2020; Sun et al., 2022). Large language models seem promising in document-level handling, though they may be unreliable and introduce shifts in meaning or remove parts of text (Bartnicka, 2023).

- Ability to conduct substantial stylistic revising in a post-draft phase;
- Ability to revise and review in teams, alongside fellow professionals and area experts, in accordance with the level of quality required (Pym, 2013: 496).

1.5 Translation expertise

1.5.1 The concept of expertise

Expertise is a term that is not specific to translation studies, one borrowed from cognitive psychology, therefore the definition often cited by translation scholars (Englund Dimitrova, 2005; Muñoz Martín, 2014; Shreve, 2006; Whyatt, 2012) is the one given by Ericsson & Charness: “consistently superior performance on a specified set of representative tasks for the domain”.

It immediately becomes apparent that in the case of translation, “superior performance” is closely linked with the concept of translation quality, which is not easy to define and whose assessment is highly subjective (for a discussion, see Dybiec-Gajer, 2013: 37-47; Whyatt, 2012: 189-190). Moreover, quality is no longer a “one-size fits-all” feature (Angelone & García Marín, 2019: 126), but rather the product meeting the client’s expectations (Kurz, 2019) or client’s own rules concerning style and quality, even if this “restricts the ‘freedom’ of translators” (Olvera-Lobo et al., 2005: 135). A translation needs to be fit for purpose, which means demonstrating “accuracy and fluency required for the audience and purpose” as well as “taking into account end-user needs” (Koby et al., 2014: 416). Yet, the notion of “fit-for-purpose” quality – which should guide many of the choices made in a particular translation assignment – may be difficult to interpret in practice, given that clients often misrepresent or fail to specify the intended audience and the purpose for which a translation is made, while translators’ codes of ethics still insist on high quality standards (Bowker, 2019).

In their examination of the way the concept of expertise is used in translation studies, Angelone and García Marín observe that it is still a “fuzzy topic of debate”, quite like that of competence, that its definitions are partly incongruent and, even if none of them have been rejected, they are sometimes challenged (2019: 125). Departing from the PACTE Group definition of TC as expert knowledge which is needed to translate, that is, as a pre-requisite for translation, rather than the outcome of translation training, they agree with Muñoz Martín that expertise is a “dynamic skillset in a constant state of development throughout the lifespan of the translator” (Angelone & García Marín, 2019: 125). So, translation expertise is not only a feature of expert translators (another elusive concept), because even trainees possess it to some extent, but then it constantly develops. According to Shreve and Lacruz, also cited by Angelone and Marín García, expertise means “the utilization of cognitive resources to translate effectively and efficiently”, and these resources include linguistic, declarative and procedural knowledge (2019: 125).

According to Shreve’s comparison of competence and expertise (2006: 40),

one expertise-oriented research model [of TC] could assume that “knowing how to translate” means having access to (1) L1 and L2 linguistic knowledge (2) culture knowledge of the source and target culture including knowledge of specialized subject domains, (3) textual knowledge of source and target textual conventions and (4) translation knowledge — knowledge of how to translate using strategies and procedures including tool using and information seeking strategies.

In their overview of expertise in general, Glaser and Chi (1988: xvii-xxv) distinguish seven key characteristics of experts:

- “Experts excel mainly in their own domains”, which means that skills are not transferable to other domains and experts may act like novices when solving problems from other domains.
- “Experts perceive large meaningful patterns in their domain”, which is seen as a reflection of the organization of their knowledge base in the domain.
- “Experts are fast; they are faster than novices at performing the skills of their domain, and they quickly solve problems with little error”, although they may be slower at the initial phases, the overall time needed to solve problems is shorter. This may be explained as either a result of automation of some skills after many hours of practice, which frees memory capacity for other aspects of the given task, or as experts not needing extensive research to develop solutions, because they store certain rules (condition-action) in their memory.
- “Experts have superior short-term and long-term memory”, probably not because of better recall but thanks to the resources freed up when skills are automated.
- “Experts see and represent a problem in their domain at a deeper (more principled) level than novices; novices tend to represent a problem at a superficial level”. This was observed in experts grouping problems using principles, solution algorithms or semantic categories, while novices categorising them around areas of application or literal objects.
- “Experts spend a great deal of time analysing a problem qualitatively”. Experts were found to first try to understand the problem, including the aspects that defined the situation and the constraints on the scope of available solutions. This qualitative analysis worked especially well with ill-defined problems, like economic ones. When facing ill-defined (ill-structured) problems, that is, ones where there is no agreement as to the appropriate solution, experts’ strategies involved using a series of if-then inferences or decomposing ill-structured problems into a number of well-structured ones, i.e. breaking down tasks into more manageable chunks.
- “Experts have strong self-monitoring skills”: they realise when they make errors, when they do not understand something or when they need to check if their solutions are the correct. Experts are better at predicting which problems will prove difficult and time-consuming to solve and ask more questions, especially about difficult texts, unlike novices, who ask about easier texts.

Sirén and Hakkarainen (2002: 73-75) apply four of the above features to translational expertise. Their reflections concern the fact that skills are limited to a certain domain, as well as the speed with which experts perform tasks from their domain, the longer (compared to novices) time they spend on qualitative analysis of problems and strong self-monitoring skills. The authors consider the concept of domain problematic. If translators are skilled in translation, does it mean that their domain involves language and culture or, perhaps, a certain field (e.g. medical translation), the media where translations will appear as well as various constraints influencing their work? The criterion of speed seems to be more applicable to non-verbal tasks, such as lightning chess, therefore it may not be a defining feature of expertise in translation, which is a verbally complex task. Moreover, fast performance and long time spent on analysing problems are mutually exclusive. The fact that experts spend more time than novices analysing problems before solving them does tally with the idea of translation as constrained text production. Such

constraints may become apparent when one analyses the translation brief, considers the desired degree of fidelity to the ST, or when one works to tight deadlines and has no choice but to produce a satisfactory, rather than optimum translation. Finally, the self-monitoring skills seem important in that:

[e]xperts do not only perform tasks or solve problems but direct and control these processes as well. Thus, translational experts would also adjust their performance to the task constraints, and produce a draft or a finalised text according to the translation assignment (Sirén & Hakkarainen, 2002: 74).

Another approach reported by Sirén and Hakkarainen (2002: 76) is that of Bereiter and Scardamalia, where expertise is perceived as a process, rather than a permanent property. In this approach, the difference between experts and non-experts lies in how they solve problems. Experts engage in progressive advancement on problems in their field of work and recognise the complexity, so expertise can be said to develop when one works “at the edge of one’s competence”. The opposite approach is problem reduction or elimination and narrowing one’s field of work, which is typical of experienced non-experts. Sirén & Hakkarainen also point out a counter-intuitive truth that “translation does not become easier” with time, so translators seem to confirm the regularity observed in writers, namely that “experts work harder and more slowly than novices” (2002: 80).

In his comparison of foreign language students’ and professional translators’ processes, Lörscher (2016: 19-20) observes that students tend to follow a form-oriented approach (“exchange of language signs” resulting in defective texts), while professionals are more sense-oriented. Moreover, students spot translation problems early on, because they process smaller units (syntagmas, single words), while professionals realise problems in the course of translating as they focus on larger units: phrases, clauses or sentences. Professionals keep checking their translations, whether or not they realise any problems in production, which helps them avoid errors or nonsensical translations. They check their output for “stylistic and text-type adequacy”, not just in terms of lexical equivalence (Lörscher, 2016: 20-21).

When expertise is discussed in translation studies literature, the focus often shifts from the desiderata (i.e. elements of competence) to more observable behaviours, or process-related changes. Muñoz Martín, who also warns that some authors treat translation expertise as synonymous with translation competence, stresses that:

[i]n translation tasks, where input is never exactly the same and idiosyncratic, ill-defined problems are the norm, only *adaptive* expertise—characterised by the ability to develop new strategies to cope with novel situations—can be deemed full translation expertise” (2014:9, emphasis in original).

Recurring themes in the context of translation expertise research include better problem recognition, ability to process larger chunks of text, self-monitoring skills, reorganisation of knowledge base, certain automated linguistic operations, strong methods for problem resolution, the fact that experts sometimes spend more time on planning and problem solving than novices do. It is also pointed out that expertise is usually highly specialised, therefore – for instance – adding basic domain information can hinder experts’ performance. Some researchers have claimed that expertise could be transferable to non-identical tasks under certain conditions (Muñoz Martín, 2014: 6-7). It is also stressed that increasing diversification of language professionals’ services and growing automation of language work call for adaptive rather than routinised translation expertise. Routine experts may be less “able to adapt effectively and meet changing

task demands” due to “functional fixedness” and difficulties in “finding creative solutions”, while adaptive ones may perform optimally when faced with ambiguous and challenging tasks due to “more flexible problem-solving heuristics” (Angelone, 2023: 64-65).

It is also worthwhile to consider the notion of translation problems and problem-solving in the context of translation perceived as problem-solving activity. As Muñoz Martín and Olalla Soler point out, translation problems are not typical problems as understood by psychology, that is, unwanted states of affairs, but they “only exist for their solvers” (2022: 6). Whether or not certain characteristics of the ST are perceived as problems is highly subjective.¹⁰ Solutions to translation problems are not well-defined either, both in terms of the sequences of steps taken to solve problems and the desired state of affairs, especially that different paths and outcomes are possible (Muñoz Martín & Olalla Soler, 2022: 7-8). Therefore, in their view, translation is rather constrained text production, including problem-solving and translation routines. The constraining factor is the presence or influence of the ST, to which the TT is supposed to be linked, or “offered in good faith as a translation of the ST” (Muñoz Martín & Olalla Soler, 2022: 20). In the absence of problems, translators may be engaging in “default translation” (Halverson, 2019): using their existing, often routinised, linguistic, metalinguistic or task-related knowledge, producing stretches of text without appearing challenged, without interruptions. Such routinised or automatised¹¹ translation behaviours may concern stretches of text that can be translated fairly literally – and correctly – or ones where a change, e.g. in word order, is necessary for the TT to be correct, but it is made with little or no extra cognitive effort due to familiarity with the strategy (Freiwald et al., 2019).

More recently, translation expertise began to be perceived as a sociological phenomenon, as interactional expertise and investigated in authentic workplace settings or interviews and surveys (Angelone & Marín García, 2019; Schlager & Risku, 2023, 2024).

In general, one can see a link between the notions of translation competence and expertise defined as “superior performance” and Chomsky’s notions of linguistic competence and performance. This aspect is indeed noted by some translation scholars (Malmkjaer, 2009; Pietrzak, 2015; Pym, 2003; Shreve et al., 2018; Whyatt, 2012), but there is no agreement whether TC is closer to competence or performance. Malmkjaer and Pym note that linguistic competence does not include as many elements as TC, while Whyatt stresses that for Chomsky, unlike for most translation scholars, competence is the idealised knowledge, not the actual use of it. I am inclined to see translation expertise as a special kind of performance in Chomsky’s terminology: such procedural knowledge that enables the translator to prepare consistently good translations, while TC - as more declarative knowledge, a set of desiderata or a model used in translator pedagogy, guiding the progression from a novice to an expert, but despite discussions, the nomenclature is already well-established. Still, it is signs of translation expertise described in literature, rather than elements of TC, that seem more observable in translation process research.

¹⁰ Much earlier, Christiane Nord differentiated between translation difficulties, which are particular to a given translator and tend to decrease with experience, and translation problems, which are text-specific and independent of the translator (cited in Nitzke, 2019: 93-94).

¹¹ Yet it is stressed that there can be no fully automatic behaviours in translation, which is “always a cognitive decision-making process that is dependent on a number of different factors” (Freiwald et al., 2019: 181).

1.5.2 Expertise as a result of experience or deliberate practice

As mentioned in section 1.5.1, expertise is sometimes seen as a product of experience in a given work domain, or experience is treated as a proxy for expertise (Redelinguys & Kruger, 2015:294), especially when participants are chosen for studies comparing novices and experts, though experience alone is not sufficient for expertise to emerge (Muñoz Martín, 2014; Shreve, 2006). After all, as mentioned in section 1.4.1, competence is also believed to develop through experience and the two terms are sometimes treated as synonymous. As Shreve explains, referring to general expertise studies:

As a translator performs translation tasks over time and accumulates specific translation experience it is possible, though not inevitable, that the accumulated and stored knowledge could change in composition and organization, evolving to the point where “consistently superior performance” on a set of defined translation tasks (Ericsson and Charness 1997) could be supported. [...] If deliberate practice is absent, if there is not a critical mass of experience, or if the requisite conditions of the practice are not met, then the cognitive changes associated with expertise will not occur (Shreve, 2006:28).

As used in expertise studies, the term *deliberate practice* means “regular engagement in specific activities directed at performance enhancement in a particular domain”, which occurs only subject to certain conditions, such as the task being well-defined and “of appropriate difficulty for the individual”, while the individual receives “informative feedback”, and is given “opportunities for repetition and the correction of errors” over a significant period of time, ten years being seen as the threshold. So, when applied to the field of translation, “expertise develops because translators translate similar kinds of texts, in discrete domains, for similar purposes, over relatively long periods of time” (Shreve, 2006: 29-30). The role of deliberate practice is also emphasised by the fact that psychometric tests of experts did not demonstrate any general advantage in terms of intelligence, memory or speed compared to non-experts, the conclusion being that expertise was an “extreme case of skill acquisition” with “cognitive advantages [...] restricted to each expert’s domain” and likely a result of deliberate practice (Muñoz Martín, 2014: 5).

Apart from experience, other elements of expertise mentioned in expertise studies usually include knowledge and problem-solving, to which list Shreve and Whyatt add also metacognitive awareness (metacognition). Muñoz Martín (2014: 9, 18) rejects experience on the grounds that it cannot be used to reliably predict performance and that it can also lead to fixedness, or routine, rather than adaptability, but adds to the mix of knowledge and problem-solving skills the following three dimensions: adaptive psychophysiological traits, regulatory skills, and self-concept, as illustrated by Figure 1-11.

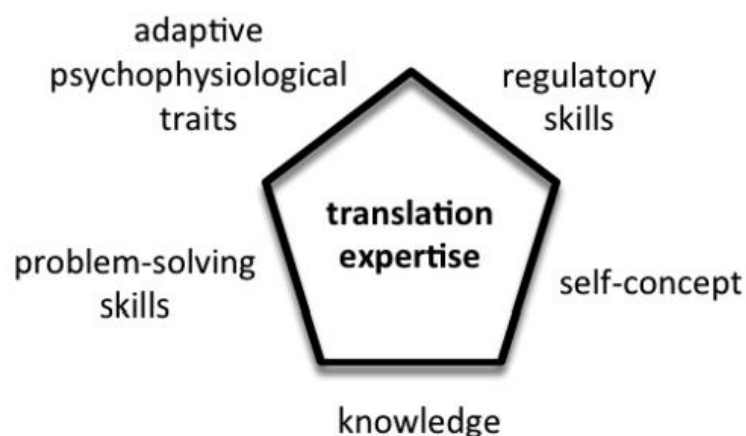


Figure 1-11. The five situated dimensions of translation expertise (after Muñoz Martín, 2014: 18)

1.5.3 Components of expertise

1.5.3.1 Knowledge

In general expertise studies, experts have been found to have not only more knowledge, but also better-organised storage of knowledge, to use the stored information differently and to have better access to it (better recall). They also keep acquiring knowledge and reorganising the way it is stored (Muñoz Martín, 2014: 6). Whyatt claims that “the development of translation competence to reach the level of expertise is anchored in the translator’s ability to integrate knowledge for the purpose of translation” (2012: 199). Moreover, when performing tasks, experts seem able to keep their knowledge active without expending “attentional resources” and to activate context- or task-relevant knowledge (Muñoz Martín, 2014: 20). Englund Dimitrova (2005:17) summarises earlier research into expert knowledge as follows:

Experts have converted declarative knowledge in their domain into procedural knowledge, a process known as *proceduralization*. They display *tactical learning*, which means that they learn and automatize sequences of moves or strategies which are necessary to solve problems in their domain. Furthermore, they display *strategic learning*, i.e. they have learnt how to organize their problem-solving in an efficient way. This is due, among other things, to their way of forming mental *problem representations*, which are constructed in such a way as to allow efficient problem-solving.

1.5.3.2 Problem-solving skills

Problem-solving skills can be defined as a “set of goal-oriented mental activities to reach a desired outcome for which an individual has no ready-made strategy or routine [...] associated to slow, effortful, conscious, logical, and analytical processing”. As translation problems are ill-defined ones, they are “solved through creativity, insight, lateral or associative thinking and other ways that entail intuition” (Muñoz Martín, 2014: 23). Even after a one-year translation course, it is possible to identify changes in processing that are suggestive of students’ shift towards professionalisation, such as replacement of

horizontal with vertical processing,¹² characterised by detailed, more effortful analysis of meaning with the help of contextual information, transferring of larger textual units and the use of “top-town processing to verify bottom-up processing” (Whyatt, 2012: 132).

In terms of problem-solving, experts are said to have

a greater ability to recognize translation problems or difficulties, a greater sensitivity to the cues for potential problems embedded in the source text, and a greater familiarity with the potential task implications of certain linguistic patterns in the source text (Shreve, 2006: 35).

On the other hand, they also have a greater range of solutions to problems, while their problem-solving methods are efficient with less effort, with optimal speed and accuracy. Their domain knowledge is said to be proceduralised in the form of “if-then statements”, leading to a certain “automaticity”. Still, for some elements of the process experts use “effortful processing” – an example being more time spent refining the TT by recasting the sentences, while comprehension of the syntactically complex ST did not require that much effort (novices, on the contrary, expended more effort on comprehension and did not engage in such polishing of the TT). Even ST reading was found to be different when expert translators were told they were to translate it afterwards (Shreve, 2006: 35-37). In brief, they can solve problems faster, see them “at a deeper level” and analyse them qualitatively (Muñoz Martín, 2014: 6). Speed may also matter for practical reasons: a person has to be able to produce acceptable translations reasonably quickly to make a living as a translator (Englund Dimitrova, 2005:230).

1.5.3.3 Metacognition (including regulatory skills)

Metacognition, also referred to as self-regulation, executive control, executive processes (Shreve, 2006) and defined simply as “thinking about thinking”, is believed “to guide at least planning and self-management, process monitoring, and problem solving” (Muñoz Martín, 2014:26) and to lead to a greater awareness of the “ability to make mistakes” (Muñoz Martín, 2014:6). In general, it has been observed to “increase as expertise increases”, while in translation tasks it seems to be a significant component, including e.g. knowing “what conscious strategies might be applied” or evaluating output as successful or failed (Shreve, 2006: 38-39). Englund Dimitrova observed that experts conducted a “translation-relevant analysis of the ST and the purpose of the translation at an early stage in the process”, a step during which they may identified potential pitfalls in the ST and criteria for decision-making (2005: 231). The following passage may shed more light on the key importance of metacognition in the complex task of translation:

Metacognition is often described as involving both knowledge and regulation of mental processes. Metacognitive knowledge is what people know about themselves, about how they use their minds, and about how tasks are carried out. Metacognitive regulation comprises the set of goal directed processes individuals engage in to coordinate and steer their mental activities. In turn, regulation subdivides into monitoring and control. Monitoring relates to bottom-up processes, such as error detection and the

¹² De Groot (1997:30) defines vertical translation as involving two processes: full comprehension of ST (including pragmatic intention) and then producing the TT, while horizontal translation as “transcoding”, that is, replacement of SL structures (words, phrases, clauses) by the corresponding TL structures. Horizontal translation is seen as typical of amateurs, though some amount of it inevitable in every translation, even when vertical processing dominates.

assessment of activated memory. Control refers to top-down processes such as planning and resource allocation. (Muñoz Martín, 2014: 26)

1.5.3.4 Adaptive psychophysiological traits

This group of adaptations can be also referred to as habits. They develop as a result of “repeated exposure to similar environmental stimuli that over time will begin to directly activate the appropriate response, such that related actions no longer demand conscious awareness”. One of such traits is hand coordination that enables the development of touch-typing in the case of translators or divided attention in the case of interpreters. Other examples include working memory, which improves or grows larger in experts, and ability to devote unconscious attention to the task, rather than having to sustain it consciously. However, these automatised skills are bound to vary from expert to expert, because they depend on the tasks in which a given person has developed expertise (Muñoz Martín, 2014:21-22).

1.5.3.5 Self-concept

Self-concept means “the way we think about ourselves”, which is “a complex, organized and dynamic set of images, cognitions, learned beliefs, and evaluations about the self” (Muñoz Martín, 2014:28). In a given situation a “working self-concept” (i.e. part of the set) is activated and motivates our behaviour. Self-concept development is also said to be important for translator training and expertise development. Sometimes, self-concept is even seen as synonymous with professional role-models and may develop in a community, rather than in an individual (Muñoz Martín, 2014: 28-30). Self-concept includes a mix of elements, some of which seem to go towards metacognition:

[...] the image of the translator’s social role, the translator’s appraisal of his or her competency for translating a particular text, and understanding of responsibility towards the other personalities in the translation context of situation (author, commissioner, user, and reader). The translator’s self-concept is a mental construct that serves as the interface between the translator’s social and psychological worlds. The self-concept includes a sense of purpose of the translation, and awareness of the information requirements of the translation task, a self-evaluation of capability to fulfill the task, and a related capacity to monitor and evaluate translation products for adequacy and appropriateness [...] and is a requisite for the translator’s ability to project a translation expectation (Király, 1995: 100).

As a minimum, self-concept is construed as including self-awareness, situation awareness and self-efficacy. *Self-awareness* is the “capacity to introspectively analyse oneself in relatively ‘objective’ terms whilst maintaining a sense of subjectivity”, which may be important for successful interpersonal relations and eliminating bad habits, while necessary for the ability to understand the mental states of other persons. *Situation awareness* “entails extracting and updating information and integrating it with knowledge to direct further perception, anticipation, and attention to future events”, close to task awareness, or understanding of the task an individual faces (which includes familiarity with similar tasks, something only experts can have). Meanwhile, (self-perceived) *self-efficacy* is defined by Wood and Bandura as “the set of beliefs in one’s capability to mobilize the motivation, cognitive resources, and courses of action needed to meet given situational demands” (cited in Muñoz Martín, 2014:31-34).

As is clear from the above descriptions, not all features of translation expertise can be observed by anyone else but translators themselves, however translation process research on translation expertise (or competence, considering the terminological confusion) has identified some of its manifestations.

1.5.4 Expert behaviours observable in translation processes

In her study on expertise and explicitation, Englund Dimitrova found that the allocation of time on orientation, drafting and revision was not linked to experience, but to a given individual's working style. Still, senior professionals (i.e., experts) in her study invested some time for analysis of the ST and the purpose of the translation at an early stage, which allowed them to use top-down (vertical) processing, while taking into account the whole situation. They also made fewer revisions and mainly at the time of drafting, so less end-revision was necessary. Professionals with the greatest experience were able to produce longer chunks of the TT (but fewer of them). They also stressed the importance of "reading the TT as a whole, preferably at a temporal and spatial distance from the ST" (Englund Dimitrova, 2005: 233).

An interesting feature was experts' awareness that "too frequent use of literal translation will often yield an unsatisfactory TT, but at the same time, that literal translation can be a way of minimizing the cognitive effort required in the process" by "writing down literal translations [...] as an intermediate step in their process", which the researcher assumed to be a strategy to free short-term memory capacity. Still, experts managed to revise the text enough to avoid the so-called *translationese*, i.e. unsuccessful use of literal translation (Englund Dimitrova, 2005: 232-233). Other differences between experts and novices concerned how, why and when they abandoned the more literal renditions, with experts doing it at the drafting stage, while novices after the draft was complete. This shows that expertise includes the ability to "take into account several aspects at once", reducing the overall time spent on the task (Englund Dimitrova, 2005: 234). Another feature related to literal translation was the familiarity with generally accepted solutions being non-literal translations in a given language pair, shortening the time spent on task and yielding more acceptable translations (Englund Dimitrova, 2005: 233).

Finally, as one of the aims of the study was to examine explicitation in translation, Englund Dimitrova observed that professional translators explicitated connectives between sentences at the drafting stage, while novices did so at the end-revision phase. This was particularly the case with regular explicitations – frequently needed in a given language pair or in a given text type – in which case experts displayed "mainly non-problematic processing" and made the decision to explicitate early on. On the contrary, in the case of strategic explicitations, that is, ad hoc ones used to solve a problem in a given text, experts were not found to have any advantage. However, less experienced participants may not have realised they could or should explicitate and even if they did – they may have had problems deciding when to do so (2005: 236-238). Yet in a study which compared explicitations in HT and MT output, humans were found in general to explicitate significantly more, particularly through lexical insertion and lexical specification (Krüger, 2020), therefore this feature of translation definitively merits more interest.

The Capturing Translation Processes (CTP) study, which compared translation-related activities in persons with different levels of expertise (beginners, MA students and professionals) found that translators with more experience "were faster, made more long pauses, consulted less often but for longer, and had longer stretches of writing than the beginners" (Massey & Ehrensberger-Dow 2014: 88). The differences between the groups were not significant in terms of the number of writing sequences or revision sequences. There were, however, significant differences in the number of pauses, the number and length of consults, as well as the amount of TT produced during the first 10 minutes of drafting. Consulting activities were particularly dependent on the length of experience: professionals relied less on external resources, while

their longer pauses were suggestive of using internal resources (thinking). They made more targeted searches, selecting resources depending on the problem to be solved. Apart from dictionaries, they used parallel texts and background information. On the other hand, beginners relied more on dictionaries and other linguistic aids, consulting them many times, but briefly. The stretches of text processed by professionals – both receptively and productively – were also longer, while the produced TT required less (self-)revision as their approach at the drafting phase was more reflective. Along with good desktop management, the above factors contributed to the higher speed and greater efficiency of professionals (Massey & Ehrensberger-Dow, 2014). Another CTP finding was that consulting behaviour was likely to be an individual trait, which seems confirmed by research focusing on the use of resources, where certain potentially stable search profiles have been distinguished (Gough, 2019, 2024).

In a comparison of translation processes of lawyers and translation students conducted by Orlando, lawyers spent considerably less time on the translation task in general and on the pre-reading of ST and self-revision of TT in particular. Lawyers consulted mainly bilingual dictionaries and Google Translate and demonstrated greater familiarity with terminology and phraseology of the text, while trainee translators spent more time on processing the text (a greater number of pauses), demonstrating greater problem recognition and consulting a much wider range of sources (concordancers, Google searches, glossaries, parallel/comparable texts) to solve them (Orlando, 2015: 57, 63, 67-70, 72, 77). This detailed study confirms Deborah Cao's earlier statement that "bilingual lawyers do not automatically become proficient legal translators *without training*" (2007: 50, my emphasis).

1.5.5 Effects of translation expertise observable in translation products

Research on translation expertise is mainly linked with translation process research, but there have been attempts to establish differences between inexperienced and experienced translators in corpus studies. In a relatively large corpus study comparing translations from multiple languages into English, made by inexperienced translators (trainees and "laypersons"), translations by experienced translators and non-translated texts in terms of translation universals¹³, Redelinghuys and Kruger (2015: 313-316) found that:

- inexperienced translators omitted *that* less often than experienced ones, who in turn omitted it slightly less often than writers of non-translated texts;
- there was no statistically significant difference in terms of conjunctive markers between all three types of texts;
- non-translated texts were characterised by the highest degree of linguistic variety, followed by experienced translators' texts and those by inexperienced ones;
- inexperienced translators' "subcorpus [was] the most simplified, morphologically and syntactically", of all three, but experienced translators' subcorpus was the most complex in terms of sentence and word length or text readability, suggesting that expertise mattered more than translated vs. non-translated status;
- contracted forms were most frequent in non-translated texts, followed by texts by experienced translators and inexperienced ones;

¹³ The first two phenomena measured were operationalisations of explicitation, the next two were markers of simplification, while the last two dealt with normalisation.

- single-occurrence creative forms are most frequent in non-translated texts, but least frequent in experienced translators' texts.

Interestingly, in Orlando's study, which compared the translations of the European Arrest Warrant prepared by bilingual lawyers and advanced translation students from English to Italian, lawyers were found to produce mainly texts of borderline quality, more word-for-word translations, with more errors of all kinds and all levels of severity. This finding appears to prove that translation-specific skills that trainee translators acquired allowed them to outperform lawyers in all aspects (the most marked differences reported in the areas of accuracy, completeness, factual correctness, idiomaticity of language and mechanics: grammar, spelling, punctuation, etc.). Meanwhile, the thematic knowledge, undoubtedly possessed by lawyers, did not result in higher quality of the product (Orlando, 2015: 99-101).

2 Legal translation

2.1 Definition of legal translation

Briefly put, legal translation is “the rendering of legal texts from the SL into the TL” (Cao, 2007: 10) or “the translation of legislation and other legal documents” (Chaffey, 1996: 69). According to ISO 20771:2020 standard, legal translation (LT) in general “refers to any law-related or legal specialist field translation”. The standard mentions also a narrower kind of authorised legal translation, which is

specialized translation performed by officially authorized legal translators (who in some countries or regions are also referred to as court appointed translators, sworn translators, court authorized legal translators or certified legal translators) and the certified translation output they provide has the status of officially recognized documents” (ISO 20771:2020: 7).

According to Galdia (cited in Zeifert & Tobor, 2022: 1646), LT means “the procedure in which legal speech acts of the source language are transformed into meaningful and equivalent legal speech acts in the target language”, while Zeifert and Tobor add that such acts are “normally expressed in legal texts”, the most prototypical of which are statutes, regulations or international treaties (normative texts). As some authors observe, legal texts are necessarily hybrid in nature, because legislation regulates diverse aspects of human activity (Harvey, 2002: 182), such as, for instance, finance and engineering (Prieto Ramos, 2014b: 263), or medicine (Kościałkowska-Okońska, 2016). Polish sworn translators/interpreters often complain that they are denied access to files of cases in which they are to interpret and discover in court that the particular case concerns highly specialised matters. In a broad sense, legal texts might include “not just the word of the law but also the word of the participant in the legal process” (Harvey, 2002: 178). Yet, texts without any elements of legal discourse are only included in legal texts when the criterion is the settings where the translation is done, not text features (Prieto Ramos, 2019: 33).

LT requires the translators to act as mediators between different legal systems and to assume responsibility, for instance, for the knowledge about local legal requirements that foreign entities have when they operate in other countries or for the effect of translated documents that are submitted to administrative authorities in other countries (Pisarska & Tomaszewicz, 1998: 203-204). The above may suggest that LT indeed belongs to the “‘premium’ segment due to the hermetic style, risk or high requirements as to the translator’s qualifications and competences” (Biel, 2021: 121, my translation), including “specific professional, confidentiality and ethical requirements, authorization, certification, and security clearance procedures” (ISO 20771:2020(E): 7). This kind of translation may involve various kinds of disciplinary liability, but also civil (contractual or tortious) or even criminal liability (Wojtyś, 2019).

The notion of LT, especially the certified kind, partially overlaps with that of official translation, official translations being defined as “*translations that meet the requirements to serve as legally valid documents in a target country*” (Mayoral Asensio, 2003: 1, author’s emphasis). The range of documents that can be the object of official translation is really broad, “including certificates, diplomas, reports, court decisions, agreements, legislation” (Vigier, Klein & Festinger, 2013: 28). Regardless of whether in a given country there exists a regulated profession of state-authorised, court-appointed or sworn translator, or whether the credibility of such translators is established otherwise (Pym et al., 2012: 25-29), such translations “must include a statement signed by the translator certifying accuracy and fidelity to the source text and

taking full responsibility for their rendering” (Vigier, Klein & Festinger, 2013: 28). This personal responsibility for the correct rendering of documents is important from the point of view of the consequences these translations can have for individuals, including their property, especially if used in the administration of justice (Esteves-Ferreira, 2013: 78). The standard on LT expressly requires legal translators to “devote at least 5% of their time to updating their knowledge and invest in continuing professional development”, including by attending workshops or conferences, contributing articles to professional journals, joining professional organizations or sharing knowledge (ISO 20771:2020(E): 14-15).

2.1.1 What makes legal translation impossible or difficult

Chaffey (1996: 96) calls legal translation “impossible” and “a contradiction in terms”. This impossibility of is seen to stem from linguistic relativity hypothesis developed by Sapir and Whorf. What applies to legal translation in particular is Sapir’s statement that “[n]o two languages are ever sufficiently similar to be considered as representing the same social reality. The worlds in which different societies live are distinct worlds, not merely the same world with different labels” (cited in Chaffey, 1996: 70).

But considering the similarity of human behaviour, regardless of the place where people live and the language they speak, Chaffey contends that a test of whether a statute is translated satisfactorily is that readers of the translation should have the same understanding of the behaviour expected of them as the readers of the SL statute. The original and the translation should produce equivalent effect in the form of equivalent behaviour, consistent with the law, or at least awareness that a certain behaviour is inconsistent with the law (Chaffey, 1996: 72-73). Lindroos-Hovinheimo underscores that even in different legal cultures similar (or identical) rules may have been developed because of need to regulate certain behaviours, leading to similar regulations, even if expressed in different “technical legal formulations” (2007: 376), sometimes even in an extra-legal form (Bestué, 2019). This assumption of similarity of human behaviour across borders resembles the legal convergence theory, a modern comparative law concept, according to which differences between legal systems are often superficial and overemphasised because “disparate legal systems may apply different technicalities, but in the end lead to similar results” (Canuel, 2011: 85). However, on closer examination and in specific matters (contractual exemption clauses), legal convergence appears to be difficult to achieve even within a single legal family, for instance between American and British law, let alone between more distant legal systems (Canuel, 2011: 83-84).

While not considering LT impossible, Susan Šarčević points out that

[u]nlike medicine, chemistry, computer science, and other disciplines of the exact sciences, law remains first and foremost a national phenomenon. Each national [...] law [...] constitutes an independent legal system with its own terminological apparatus and underlying conceptual structure, its own rules of classification, sources of law, methodological approaches, and socio-economic principles (1997: 13).

This has serious consequences for the practice of LT. Legal terms/concepts from different national legal systems are rarely fully equivalent: non-equivalence, partial equivalence or – in the best case – near equivalence are “the rule, rather than the exception” (Kjær, 2007: 508; Šarčević, 1997: 237-239). This may be a matter of degree, because this is also the case in politics and religion, while culture-specific terms can be found in most texts (Harvey, 2002: 180). Other than the concepts as such, difficulties may also

stem from there being "no established way of talking about [them] or referring to [them]" in the TL, whereas "[l]egal terms get their meaning through legal usage" (Lindroos-Hovinheimo, 2007: 375).

Conveying legal information contained in the ST in the TL is more difficult because any differences in the conceptual structure, as expressed by the terminology of national law, require solutions that address these differences if the TT reader is to understand the information. Whereas every translation requires familiarity with the subject-matter of the translated text, in the case of LT a translator is required to employ comparative law methods (e.g. Prieto Ramos, 2014: 267-268; Engberg, 2013: 10-18; Šarčević, 1997: 114, 235), making this kind of translation more interdisciplinary in nature. Another obstacle is the different philosophies or attitudes underlying the legal cultures. As an example, Goddard juxtaposes the UK, an individualist country, with a preference for "freedom over equality" and lesser involvement of the state, with France or Germany, where using taxpayers' money to protect the vulnerable is seen as a mainstream idea (2009: 183-184). A fairly similar observation is made by Cao, who contrasts Chinese and common-law approaches to contracts as, respectively, general "statements of good intention" and very specific commitments relevant to a given transaction (1997: 667). So, it is not only terms and concepts that may have to be explained to foreign readers, but also the underpinning ideas that are taken for granted, otherwise the translated text may seem strange or foreign (Goddard, 2009: 183-184). However, this approach to translating legal text is a relatively recent invention.

2.1.2 The changing approach to legal translation

The approach to the translation of legislation has changed a lot over time: from a strict requirement of slavishly word-for-word translation or preserving the letter of the law, while disregarding the TL, through growing acceptance of idiomaticity, understood as respecting TL conventions, and functional equivalence, to co-drafting, a procedure used in Canada, a bilingual *and* bijural¹⁴ or bilingal country, with nine common law provinces and one civil law province – Quebec. In co-drafting it is not only linguistic conventions of TL that are respected, but also the drafting conventions followed in the target legal system, that is, the spirit of the law takes precedence (Gémar, 2013; Šarčević, 1997: 41, 191-194).

The tradition of literal translation of legal texts can be seen as analogous to that of strictly literal (or word-for-word) translation of religious texts, especially considering the normative function of both kinds of texts (Šarčević, 1997: 23, 25). Word-for-word translation was the only permitted translation of emperor Justinian's codification of civil law (AD 533-534) from Latin into Greek. This translation directive reflected what was required by the Church: just as the Scriptures were believed to contain the word of God, emperor's laws were believed to have divine inspiration, hence they were to be treated alike in translation (Šarčević, 1997: 25). As Latin remained the Medieval European lingua franca of law, legal texts in Latin started to be provided with glosses explaining individual technical terms or whole passages and principles (Šarčević, 1997: 26-28). Despite the gradual emancipation of national languages it was not until Luther's translation of the Bible into German in the 16th century that a freer approach emerged (the Quran is still recommended to be translated as literally as possible). Much more time had to pass before the first laws

¹⁴ "Bijuralism is defined as the coexistence of two legal traditions within a single state. [...] Although many countries are also governed by a combination of two or more systems of law, the combination of civil and common law is much rarer. It is found in scarcely fifteen states and the face of bijuralism differs in each of those countries" (Gervais & Séguin, n.d.).

were written in national languages (Sandrini 2006: 114-115). Lack of technical concepts in these languages forced drafters to borrow Latin terms, use neutral ones or create neologisms (Šarčević, 1997: 25, 30-31).

After long and sometimes fierce debates about the permissibility of making concessions to TL conventions in the 19th and 20th centuries, LT gradually ceased to imitate the lexical and syntactic features of the ST. Thanks to attempts to improve the quality of translations of the Austrian Civil Code, debates about the quality of the French translation of the Swiss Civil Code, the silent revolution in Quebec or the Belgian experiences with developing legal Dutch and German, more attention was paid to the conventions of the TL and then to the drafting style prevalent in the TL culture (Šarčević, 1997: 34-53).

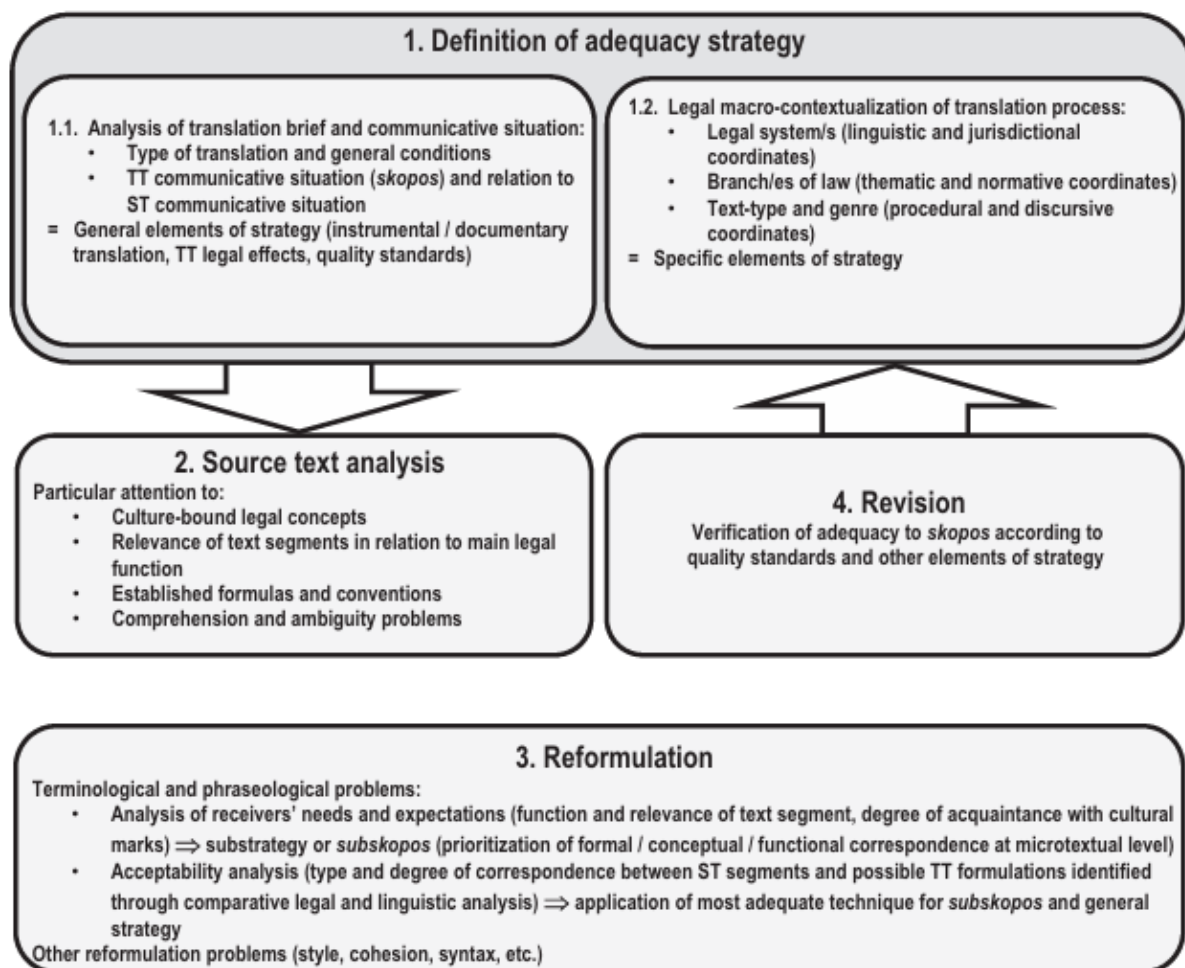


Figure 2-1. Integrative Methodological Model in legal translation (after Prieto Ramos, 2016: 123)

Currently, it is universally accepted that fidelity or faithfulness of legal or official translation should not be confused with literality, but it should rather involve mediation between legal cultures (Prieto Ramos, 2002, Mayoral Asensio, 2003: 40-52) or follow functional equivalence at all levels of translation decision-making (Garzone, 2000). Husa goes as far as to state that since legal texts are not static and the same, unchanged text is often adapted to the changing reality, LT may be closer to transcreation than translation, as it is “aimed at a certain target audience, and [...] seeks to take into account the different

cultural backgrounds between the source and target cultures” (2017: 269, 270). In her reflections about the indeterminacy of LT, Lindroos-Hovinheimo (2007: 368, 374) states that there can be many acceptable translations of a legal text, which are both derivative and original, but criticises word-for-word translation as one where ST meaning cannot be reconstructed. In line with the above assertions, Prieto Ramos (2016: 123) summarises the factors to be considered in LT decision-making and ST analysis in order to choose the most adequate strategy, as shown in Figure 2-1.

Prieto Ramos concludes that this approach enables flexibility in LT (rather than applying "pre-established solutions" or looking for "universally-valid equivalents"), because many translation techniques may be adequate, while adequacy involves:

rendering cultural specificities accessible to ‘foreign eyes’ or articulating multinational concepts with new shared semantic layers or made compatible under shared legal frameworks for the sake of legal certainty and processes of legal convergence (Prieto Ramos, 2016).

However, Iluk and Iluk claim that “literal (source-like) translation of normative acts is deeply rooted in international translational practice” (2022: 52). They explain that even if such translations are unclear or hard to understand, this strategy is less demanding for translators in terms of knowledge and effort involved in search for equivalents, while protecting them against accusations of translation torts (infidelity to ST) better than functional translations (Iluk & Iluk, 2022: 53-54). Harvey (2002: 180-181) observes that despite all advances in the field, a literal view of fidelity is still imposed on legal translators or court interpreters, while Król (2019: 288-289) considers formal equivalence (without breaking the rules of TL) as a requirement stemming from law and deontological norms. As a practical illustration of the problems of literality, Vlachopoulos (2007) describes a relatively recent translation (done mainly in the 1980s) of a body of binding laws from English into Greek after Cyprus became independent, in which translators focused on the "linguistic surface", even syntax and textual properties, rather than on establishing equivalence between English common-law terms and Greek civil-law terms used in Greece. If "transparent translation" of any text is a myth and every translation reflects the translator's "skills, talents, knowledge and sensitivity" (Jemielniak, 2002: 326), this suggests the need for high competences and excellent training of legal translators, discussed in more detail in Chapter 3. But once the need to resort to legal knowledge for choosing the most adequate translation solutions has been mentioned, it is worthwhile to explore the links between comparative law and legal translation.

2.1.3 Links between comparative law and legal translation

When LT is no longer seen as a transfer of words from one language to another, but rather as an activity in which ideas are transferred, comparative law, that is, the method of study or methodology of comparing different legal systems, institutions, problems, principles, etc., becomes useful (Soriano-Barabino, 2016: 5-6). The importance of comparative law in legal translation is stressed by many legal translation scholars (Biel, 2024a; Doczekalska, 2013; Dullion, 2015; Engberg, 2013, 2022; Pozzo, 2012, 2015; Šarčević, 1997; Soriano-Barabino, 2016; Way, 2023). Sanchez Lasaballet (2018: 449-450) explains that "comparative skills play a central role throughout the process of translation" and that "rules, concepts and legal institutions" have to be compared in this process. Martín Ruano (2023: 61) draws attention to the fact that legal scholars increasingly perceive legal translation as pivotal for “the functioning of law and

justice in the increasingly diverse societies of our global village” and even notice parallels between law or justice and translation, with comparative law and legal translation almost “interchangeable categories”. Yet it is also pointed out that although both attempt to understand foreign law, they have different goals: comparative law is more interested in reasons for the observed similarities and differences between legal systems or individual legal concepts, while LT is about finding the best way to render unfamiliar concepts in a specific communicative situation (Bestué, 2019). They are also seen as independent since “translation theories are disconnected from theories of law” (Monjean-Decaudin & Popineau-Lauvray, 2019: 116).

As legal systems evolved independently of one another and different legal institutions were created (Harvey, 2002: 179-180; Sandrini, 2006: 114-115), studying the similarities and differences between them, though not an end in itself, is a useful tool for legal translators, helping them decide on the most effective ways of rendering the ST. Since no legal institution can be understood in isolation from the rest of the legal system, translators may have to compare whole legal realities, which is fairly close to comparative law studies (Soriano-Barabino, 2016: 19). A comparison of legal concepts must go beyond comparing definitions or focusing on linguistic checks, but has to refer to “facts behind the law” (Bestué, 2019: 132-133). According to David and Brierley, “those categories and concepts which appear so elementary, so much a part of the natural order of things, to a jurist of one [legal] family, may be wholly strange to another” (cited in Soriano-Barabino, 2016: 20).

On the other hand, “the enterprise of comparative law is almost impossible” without LT, especially if multiple legal cultures are compared (Kischel, 2019: 10). Comparative law is also one of the input disciplines of juritraductology, “a cross-interdisciplinary field of study”, which is “the science of legal translation” and which has strong links with law, especially comparative law, but also with LT and legal linguistics (Monjean-Decaudin & Popineau-Lauvray, 2019: 115-116). In the juritraductological approach to theoretical and practical LT problems, comparative law is the middle step between the semasiological step, i.e. achieving deep semantic and conceptual understanding of the ST, and onomasiological step, or “deciding on an acceptable term both on the linguistic and legal levels” (Monjean-Decaudin & Popineau-Lauvray, 2019: 112-128). As Kischel points out, comparative law “helps in the process of translation by alerting the translator to difficulties, pointing out specific pitfalls, and stating problems more clearly”, though it is left to the translator to solve those problems (2019: 12). Comparative lawyers tend also to be familiar with the problems posed by LT (Kischel, 2019: 62).

Currently, legal cultures are influenced by “complex interplay between multiple and inherently plural (legal and quasi-legal) regulatory regimes shaped by state and non-state actors and trans-governmental networks” where legal translations play an array of various roles and legal translators act as “intercultural agents who, either voluntarily or involuntarily, actively participate in meaning-making, in the construction of languages and (legal) cultures, and in the negotiation of identities” (Martín Ruano, 2023: 65, 68).

2.1.4 Natural “testbeds” of legal translation

In general, legal or official translation is most prominent in multilingual countries like Switzerland or Belgium (though in a single legal system the translation problems are “more manageable” - Kischel, 2019: 11), even more so in bilingual and bijural countries like Canada, Hong Kong or the US (Soriano-Barabino, 2016: 19), where legislative texts in different official languages are, or at least should ideally be, equally

authoritative. This means that legal translators should watch with particular interest those countries where the need for mediation between different languages and different legal systems was the greatest. Apart from Canada (Quebec), such countries include India (Goa), Israel, South Africa, Sri Lanka (Vanderlinen, cited in Šarčević, 1997: 14), the US (Louisiana), Puerto Rico, Philippines or Scotland (Vitetta, 2024). The English Civil Codes of the state of Louisiana and the province of Quebec are important sources to consult when one looks for solutions in translation from the language of a civil law country into English, the language of most common law countries (Iluk, 2016: 49-56). Parenthetically, also modern legal Polish had to be revived through translation and removal of excessive (syntactic, stylistic or terminological) borrowings when Poland regained statehood after WWI, as during the period of intense development of national legal orders it was divided between Austria, Germany and Russia (Matulewska, 2007: 191-193).

The importance of LT in other countries is growing too, mainly due to globalization, growing mobility and intense migration (Vigier et al., 2013: 27). To use the example provided by Chaffey, the Norwegian Immigration Act is more important for foreigners, who do not speak Norwegian but who are affected by it, than it is for Norwegians (1996: 69). The need for and difficulty of legal translation is also recognised in international organizations, such as the United Nations Organization or the World Trade Organization, where several official languages are used for negotiating and drafting multilateral instruments, such as treaties and conventions (Šarčević, 1997: 196-216), monitoring their implementation and adjudicating in cases of problems with their application or interpretation (Prieto Ramos, 2014a: 316).

Another interesting “testbed” for legal translation is the European Union, a supranational organization with its own independent legal order and autonomous legal concepts (Kjær, 2015: 94, 95) and the need for 24 equally authentic language versions of all legislative instruments, some of which need to be transposed into national law, while others are directly applicable and enforceable (Prieto Ramos, 2014a: 316). According to Kjær, legal translation in the EU is not legal translation in the strict sense due to the hybrid nature of these texts: “[e]ven though EU law must be translated into the languages of the Member States, EU legislation does not derive its meaning from national law, but from EU law” (2015: 92, 93). Therefore, she posits the existence of a “common European legal discourse”, which is different from national legal discourses, but at the same time she warns that

the simple statement of autonomy does not mark the end of [...] diversity. To believe that interpreters can free themselves from their individual and culturally embedded background knowledge and beliefs [...] seems naïve (2015: 97).

Incidentally, it may be interesting to observe that, with certain official languages of the EU used in more than one Member State, even the negotiations of common terminology between Germany and Austria (Guggeis, 2022) or the hegemony of Greek legal terminology used in Greece, a civil law country, over Greek legal terminology used in Cyprus, a common law country (Meladaki, 2022), can open one’s eyes to the degree to which legal discourse is particular to the legal system and culture of a given country. What is important from the point of view of contract translation, both in the United National and in the European Union, there have been efforts aimed at reconciling different legal traditions or creating contract terminology independent of national legal systems (Prieto Ramos, 2014a: 316).

2.1.5 Classification of legal translation

Cao (2007: 8) situates LT in the category of specialist or technical translation (the other two categories being general and literary translation), but notes that it also displays some features of general translation. In her view, what distinguishes LT from other kinds of technical translation is the fact that it does not convey universal information, but mediates between different legal systems, such as common law and civil law, which makes it a *sui generis* kind of translation (Cao, 2007: 28). Biel considers legal translation a kind of specialist, i.e. non-literary, translation, and distinguishes between intersystemic and intrasystemic LT. The former occurs when the ST comes from a different legal system than the target system, while the latter – when both ST and TT function in the same legal system (Bogucki et al., 2019: 105). Alcaraz Varó and Hughes also seem to include LT in a larger category of specialised translation (2002: 101), but their book, though titled *Legal Translation Explained*, has such a practical focus that no express definition is provided. In a similar vein to Cao's statement about the *sui generis* nature of LT, when discussing the interdisciplinary nature of legal translation studies, Prieto Ramos notes also that "the consideration of legal translation as a category in its own right has been rarely challenged" (2014: 262).

Cao offers a classification of kinds of LT based on the kinds of legal texts to be translated, while admitting that classification according to the subject-matter or status of SL texts is also possible. The criterion of subject-matter of texts enables her to distinguish four kinds of legal translation, namely: "(1) translating domestic statutes and international treaties; (2) translating private legal documents; (3) translating legal scholarly works; and (4) translating case law", while the criterion of status produces two categories: "(1) translating enforceable law, e.g. statutes; and (2) translating non-enforceable law, e.g. legal scholarly works" (Cao, 2007: 8).

When a legal text is translated, it is important for a translator to "tak[e] into account the purpose of the source text and address the purpose of the target text" (Scott, 2017: 54). Basically, the translated text can serve the same purpose as the original or a different one and the knowledge of that purpose is important for the translation's success (Scott, 2017: 55-56). Cao (2007: 10-12) distinguishes three purposes for which legal texts are translated, which a legal translator should be aware of:

- LT for a normative purpose, for instance in bi- or multilingual jurisdictions, which yields another authoritative text with the same communicative purpose and legal force as the ST;
- LT for an informative purpose, whose object can be the same as in the first category, plus court decisions, scholarly works and many other types of legal documents, if the intended purpose is providing information to target readers and - unlike the ST - the TT is not legally binding or enforceable, which is sometimes stated expressly;
- LT serving general legal or judicial purpose, which is mainly informative, while the translations may be used as evidence in court (thus potentially with legal consequences), where the object is not always legal documents, because non-legal texts can be used as evidence too. This kind of LT occupies a prominent place in the practice of sworn translators and interpreters.

In a much less analytical manner than Cao, Pieńkos provides a list of what he calls generally recognised functions of translations of legal texts (legislative or non-legislative): communication, information, literature development, as well as normative, educational and creative functions (2003: 290), though he

claims that legislative texts are only translated for informative purposes (2003: 110). This way he seems to disregard the experience of multilingual countries or the functions of multilingual instruments - or to assign a broad meaning to the informative purpose. Šarčević, who focuses more on legislative texts, introduces the notion of status on which the communicative function of legal translations depends: they can be authoritative or non-authoritative. Authoritative translations have the force of law; they are drawn up and authenticated, in a manner prescribed by law, in multiple languages. Rather than translations, they are called versions or equally authentic texts. Non-authoritative translations are made for information purposes and can be used as court evidence, but are not binding (Šarčević, 1997: 19-21).

In the juritraductological approach, advocated by Mojean-Decaudin and Popineau-Lauvray, what matters is the context for which legal translation is needed as the legal consequences depend on it. They distinguish four contexts: (1) international public law (IGOs), where translations may be made for purely informative purposes (e.g. International Monetary Fund) or they may produce legal effects (e.g. the EU); (2) international private law, where individuals/entities need translations to assert their rights or have their status recognised, therefore translations have legal effects for the persons involved; (3) judicial context, whether for the local judicial system or to be sent abroad, and (4) the scientific context, where translation helps share information about other legal systems, instruments or court decisions, while the translator needs to use comparative-law skills (Monjean-Decaudin & Popineau-Lauvray, 2019: 118-120).

As can be seen from the above, LT solutions are often chosen taking into account the kind of text which is translated, the purpose for which it is done, the particular legal systems involved and the recipients. With the multiple factors to consider in LT, it might be relevant to examine how good MT of legal texts is.

2.1.6 MT in the legal domain

Bearing in mind the challenges of LT (section 2.1.1), one might think that MT output will not be very useful to legal translators, especially in polycentric languages like English. Law is “a domain where it is sometimes necessary to ‘rethink’ a text completely in translation, so that it can be accommodated by a new conceptual system” (Sánchez-Gijón & Kenny, 2022: 86). Legal texts exhibit both features that are challenging to MT in general, such as syntactic complexity, ambiguity, phraseology, divergences at lexical and structural level and frequent ST errors, and features that cause problems in the domain of law: terminology, many abbreviations, formulaic usage, including elliptical usage, and “text type-specific deviations from normal language usage” (Wiesmann, 2019: 121). Still, more recent studies have found improved quality and productivity gains in case of MTPE of legal texts compared to translation from scratch, at least in certain language pairs (Killman, 2024; Killman & Rodríguez-Castro, 2022; Sosoni et al., 2022), even though there are still many errors in MT output (discussed in more detail in section 2.6.2). As for contracts, which are fairly repetitive, the quality of MT output has been considered decent for some time (e.g. Sycz-Opoń, 2014), particularly in case of the more standard and conventionalised provisions, while more problems appeared in provisions specific to certain types of contracts (Trzaskawka, 2020: 692).

Weighing what makes MT viable in the legal domain, such as the “frozenness, or repetitive nature of legal terms and phrasemes”, and what is difficult for MT, like context and legal terminology, Killman postulates more research into the potential benefits of MT for legal translators, “particularly to answer the question of whether terminological/phraseological benefits or distractions while post-editing are more a concern

than morphosyntactic assistance or interruptions from the output” (2023: 503). Another major field where more research is needed is the uptake of MT and the practicalities of MT use by legal translators (Killman, 2023: 504), or indeed by any translators as a special group of end users of MT (Ragni & Vieira, 2022: 150-152). EU translators’ evaluations of MT output were examined by Stefaniak (2020) and Arnejšek and Unk (2020), but in both cases this concerned a single legal system – that of the EU – and a dedicated NMT system. In Giampieri’s (2023a: 59-62) survey of Italian legal translators (N = 50) working in different language pairs, the main reason for using MT was as translation draft to work on (58%), followed by its speed and facilitating the translation process (24% each), while the main reasons against it included lack of reliability (22%), having to retranslate it from scratch or high numbers of mistakes (20% each), so 16% of respondents never use MT. Generally, in case of translation between different legal systems (unlike in the EU context), more varied opinions and more emotionally charged attitudes can be expected, such as those discussed in section 1.3 with respect to MTPE in general.

One should not be overly enthusiastic about the possibility of replacing human legal translators with MT for reasons of procedural economy (i.e. cutting costs) or to make up for shortage of translators of rare languages, as suggested by Kiejnich-Kruk (2024), especially considering the “commercial MT developers’ decades-old tendency to oversell the results of their system” (Vieira, 2019). Borja Albi and Martínez-Carrasco (2019: 195) summarise why caution is needed when deploying MT in the field of law:

It could be argued that MT will not be capable of solving many of the problems caused by anisomorphism in legal translation [...]: zero or partial equivalence; differences between legal concepts in the same language but belonging to different legal systems; the need to resort to ad-hoc functional equivalence based on the requirements of the client or the translation commission; the intended legal effect of the translation in the target country; the debate on law universals; and the ongoing process of globalisation of legal concepts.

Indeed, these problems seem difficult to solve automatically without human involvement, though MT may help in the decision-making if combined with other inputs, such as comparative-law analyses. As Wiesmann (2019: 149-150) points out, legal expertise and knowledge of the given branch of law and type of text is needed for the translator to choose a strategy that takes into account the fundamental factors of purpose and recipient of the translation. Promising results have been reported by Briva-Iglesias et al. in a study assessing the quality of contract translation from English into several languages done by MT and LLMs. Despite MT outperforming LLMs on automated metrics, human evaluators saw translations by Google Translate and GPT-4 as more or less equal in terms of accuracy and fluency – with the exception of a low-resource language, Turkish, for which MT performed better. An important advantage for translators was the consistent and context-appropriate use of legal terminology in GPT-4 translations (Briva-Iglesias et al., 2024: 96-97).

Yet raw MT output is reported as being used in the legal or quasi-legal context with potentially serious consequences, such as appeals, suppression of evidence or rejection of asylum/immigration applications (particularly for low-resource languages). Decisions in critical legal situations may be affected by “uninformed MT use”, caused partly by “[i]nstitutional budgetary pressures as well as rudimentary or non-existent official guidelines” (Vieira et al., 2021: 1527). There are also the usual concerns about confidentiality, including legal professional privileges, when free MT engines are used (Vieira et al., 2021:

1523). It is alarming that use of MT supervised only by persons with intermediate command of English (B1) can even be suggested as a way to cut the costs of interpreting and translation in the administration of justice, while meeting the standard of fair trial (Kiejnich-Kruk, 2024).

This modest introduction of LT is by no means exhaustive. It is intended to a general background against which various aspects can be analysed in more detail in the remainder of this chapter. But even this brief look at selected definitions and quotes and the fact that a separate discipline of translation studies was founded or a specialist ISO standard adopted to deal with LT may suggest that it involves additional challenges on top of the usual ones encountered in translation. Differences between legal systems and legal cultures make LT a particularly demanding and interdisciplinary kind of specialised translation. In brief, it requires “cognitive juggling” or nearly simultaneous “deft handling of four aspects: language, legal system(s), textual genre, and text purpose” (Scott, 2017: 38). As text purpose has already been mentioned, the following subsections are devoted to the other three aspects: legal language (section 2.2), legal systems (section 2.3) and legal genres (section 2.4).

2.2 Legal language/language of the law

As explained by Biel and Goźdz-Roszkowki (2015: 255), the term *legal language* covers many “specific classes of texts (genres) created and used by various professional groups working in different legal contexts” and, apart from written genres (legislation, judgments, law reports, briefs, contracts, POAs, wills, academic writing), it comprises also oral ones and “statements on law reproduced in the media and any fictional representation” of such genres. Kurzon (1997) argues that the phenomenon is best captured by the term *legal discourse* as more comprehensive than *register*, *variety* or *genre*, though he considers studying legal genres as the most fruitful approach to this discourse. Also Scott (Scott, 2019: 34) opts for *discourse*, seen as “a unifying framework of communication for the community of legal professionals”, or *sublanguage*, stressing the exclusive nature, rather than *language*, noting that it is a “‘language for special purposes’ that is frequently used by restricted groups of experts such as lawyers, the judiciary, and so on, but may also be used by the corporate world and by the general public”. Despite the vagueness, criticised by Kurzon, *legal language* seems the most popular term. It “is distinctive because it presupposes the existence of a legal system and presupposes particular rules of law, against the background of which legal language obtains its meaningfulness”, while legal terms “have meaning only in the context of the existence of a legal system and only through particular rules of law” (Hart, cited in Cao, 1997: 663-664).

According to Mattila (2013: 1), legal language is based on general or ordinary language in terms of grammar and most vocabulary, though it has its “own domain of use and particular linguistic norms (phraseology, vocabulary, hierarchy of terms and meanings)” and exhibits distinct “morphosyntactic, semantic, and pragmatic” features. Some of the most striking peculiarities of legal language include calques from other languages, e.g. syntactic calques from German in the Hungarian legal language (Balogh, 2023: 18) or stylistic elements from Latin present in legal English (Mattila, 2013: 121). Also Polish linguists consider the Polish legal language a variant of the official written variety of Polish (the language of provisions and norms of law) or of the official spoken variety of Polish (the language of judicial proceedings) (Kurek, 2015: 304).

According to Pieńkos, the difference between the language of the law and other specialist languages is that the former “requires more frequent comparisons in order to extract a specific legal, political and social reality, while taking into account the linguistic and legal aspects of a specific term or notion” (2003: 197). Pieńkos is right to draw attention to the importance of legal terms and the concepts they denote. Indeed, the challenges of legal terminology in translation and the lack of equivalence between legal concepts are generally recognised (e.g. Gościński, 2019: 164-169; Šarčević, 1997: 237-239) and will be discussed separately in section 2.5. Yet this is not the only challenging aspect of the legal language.

A translator herself, Deborah Cao acknowledges that legal documents are notorious for being “difficult to read and hard to comprehend” for people who are not lawyers (2007: 83). This is problematic because, unlike other language for special purposes, law is not only addressed to legal professionals, but also ordinary citizens and it “governs all areas of social life” (Mattila, 2013: 1). Goldstein and Lieberman start their manual on legal writing by a strong criticism of legal writing, which they provokingly call:

flabby, prolix, obscure, opaque, ungrammatical, dull, boring, redundant, disorganized, gray, dense, unimaginative, impersonal, foggy, infirm, indistinct, stilted, arcane, confused, heavy-handed, jargon- and cliché-ridden, ponderous, weaseling, overblown, pseudointellectual, hyperbolic, misleading, incivil, labored, bloodless, vacuous, evasive, pretentious, convoluted, rambling, incoherent, choked, archaic, orotund, and fuzzy (Goldstein & Lieberman, 2016: 3).

Martínez et al. speculate about the reasons why lawyers write in a reader-unfriendly manner, especially considering that certain legal texts, such as online terms of service agreements, “are at once ubiquitous and impenetrable” even for persons with higher reading experience (2022; 1, 6). They suggest three possible reasons: the pursuit of communicative precision, lawyers’ priorities not necessarily including making a text easy to understand or the “curse of knowledge”, i.e. the fact that due to long exposure a trained lawyer may find a more “esoteric” style and a simpler style of drafting equally comprehensible (Martínez et al., 2022: 6). The last explanation is fairly convincing: even law students find it hard to depart from the conventions of legal language once they “adopt it as a norm” when all legal texts they encounter are written this way (Balogh, 2023: 17). Another possible reason why legal writing is reader-unfriendly is suggested by Azuelos-Atias: any professional sublanguage, including the legal one, relies on “implicit professional information” possessed by the addressees, so background legal knowledge is required to understand the message: the ideas and the intertextual and interdiscursive links (2018: 106). It may even be a conscious strategy of “selecting appropriate content, with nothing too basic”, that is, omitting what is known to other professionals (Hafner, 2013: 136). Goldstein and Lieberman suggest, among others, a sociological explanation for what they refer to as bad legal writing, namely that “every profession needs its own symbols and codes”, which means that being able to write like a lawyer and to use the technical terms is a sign of belonging to that prestigious professional group (2016: 19, 20).

Whatever the reason, a legal translator needs to learn the language and to acquire the background knowledge needed to understand the ST, which is a prerequisite for successful translation. In other words, they must determine the intent expressed in the text. Yet, in the process, translators need to be alert to the possibility of changing the authors’ intent by introducing their own value judgments and avoid interpreting legal texts the way judges do. Such interpretation may lead to unintentionally changing the substance and, consequently, also the effect of a legal text (Šarčević, 1997: 91-93). Chromá observes that

the interpretation of the ST constitutes a crucial step of intralingual translation that precedes interlingual translation in that “the translator may transmit to another language only such information that he or she finds in the source text” (2011: 32). This aspect will be further discussed in section 3.1.2, which deals with a model of LT competence that stresses the importance of hermeneutics: understanding legal texts and positioning them vis-à-vis source and target legal systems (Piecychna, 2013: 153).

Cao further draws attention to the fact that the legal languages of civil and common law countries (which is the case of Polish and English) display many differences resulting from the different legal histories, cultures and systems, which go beyond differences in terminology. The characteristics or styles of various legal languages differ due to different demands of the legal systems. Briefly put, the main stylistic difference is between the “concise” or “scholastic” language of civil law, where principles are formulated in general terms, and the “precise” or “forensic” language of common law, where one finds long lists enumerating all applicable cases or exceptions. It has even been found that the most problematic aspects of legal language include the “unstated conventions” and “expectations” according to which the language operates, rather than the visible syntax or terminology (Cao, 2007: 28-29). Bhatia describes the difference as preference for generality in the civil code and drafters' preoccupation with being understood by “ordinary readership” as opposed to preference for particularity in common law and drafters' efforts not to be misunderstood by other experts (1993: 137).

A good comparison of the common law and civil law writing styles is the following piece of the Canadian Marine Transportation Security Act¹⁵ in English and French, used by G  mar as an illustration of the co-drafting procedure. Each text follows the “linguistic and cultural standards of the language involved” (2013: 164). The English version of s. 10. 7 and 9 reads:

(7) If the Minister decides not to approve the rules, the Minister shall give the operator reasons for the decision and the Minister may request the operator to revise and resubmit the rules within any period that the Minister may specify. [40 words] [...]

(9) The Minister may revoke the approval of security rules, either at the request of the operator or otherwise. [18 words] (G  mar, 2013: 163).

Meanwhile the French version, following the civil law standard, is more concise, especially para. 9:

(7) En cas de rejet, le ministre fait conna  tre    l'exploitant les motifs de sa d  cision et peut lui impartir un d  lai pour soumission de r  gles r  vis  es. [26 words] [...]

(9) L'approbation est r  vocable [4 words] (G  mar, 2013: 163).

The way legal texts are interpreted differs between these two legal cultures, too. In civil law countries there are principles under which the true intention of a declaration of intent “prevails over its literal meaning”, while the interpretation of a contract should take into account good faith and customary practice. Purposive interpretation is used more often than in common law countries (Magnus, 2011: 180-181). In other words, “a civilian judge reads the contract in the light of the numerous default rules provided in the governing law for that type of contract, so extensive regulations are not needed” (Cordero-

¹⁵ Full text of the Act in English available at: <https://lois-laws.justice.gc.ca/eng/acts/m-0.8/page-1.html> and in French at: <https://lois-laws.justice.gc.ca/fra/lois/m-0.8/page-1.html> (access: 20 Dec. 2022).

Moss, 2011a: 347). Meanwhile in common law countries, courts show greater reliance on the literal wording of a text (e.g. a contract) and less willingness to supplement or modify contractual provisions (Magnus, 2011: 181-182). The freedom of contract, as understood in common law countries, means that parties are free to determine their relation as they wish, with very few default or implied provisions applicable if a certain matter is not expressly regulated (Peel, 2011: 129).

The following sections look at the two extremes of the legal language continuum: legalese and plain legal language, to enable discussing features of legal texts and the question of multiple legal languages.

2.2.1 Legalese

The traditional written legal language is often informally referred to as *legalese*. It is defined as

specialized terminology and phrasing used by those in the legal field and within legal documents. Legalese is notoriously difficult for the public to understand. Key features of classic legalese include long, wordy, complicated sentence structures utilizing passive voice and obsolete formalisms, and the usage of Latin, archaic, or unnecessarily long words when simpler and clearer language exists.¹⁶

This style of legal English was called by Kimble, a plain English advocate, “a stew of all the worst faults of formal and official prose, seasoned with the peculiar expressions and mannerisms that lawyers perpetuate”, such as “archaic and inflated” vocabulary (doublets, multi-word prepositions, jargon), long sentences, often with passive voice, the presence of deverbal nouns and the fact that verbs are “delay[ed] by putting in the subject or by embedding clauses between the main subject and verb” (2006: xi).

The syntax of legal writing tends to be complex, the sentences often display “intricate patterns of coordination and subordination” and “syntactic discontinuities” caused by frequent qualificational insertions (Williams, 2004: 113). One can find complex noun phrases, strings of nouns, word lists, complex prepositions and negatives, including multiple negatives (Jopek-Bosiacka, 2021: 69-75). There is a strong tendency to use nominalisations (deverbal nouns) and, since the writing is often meant to be impersonal, passive constructions and verbs in third person, both singular and plural, are also frequent (Williams, 2004: 114-115). In research on readability of texts in general, both passive constructions and negations were found to require longer processing time (Zdunkiewicz-Jedynak, 2022).

More specifically, a study on the comprehension and recall of legal texts (mainly contracts) found centre-embedded clauses to be the top feature making them difficult to process. An example of a centre-embedded clause is the clause in brackets:

“In the event that any payment or benefit by the Company (all such payments and benefits, including the payments and benefits under Section 3(a) hereof, being hereinafter referred to as the ‘Total Payments’), would be subject to excise tax, then the cash severance payments shall be reduced.”

This clause can be un-embedded:

“In the event that any payment or benefit by the Company would be subject to excise tax, then the cash severance payments shall be reduced. All payments and benefits by the Company shall hereinafter be

¹⁶ <https://www.law.cornell.edu/wex/legalese#> (access: 15 Dec. 2022)

referred to as the ‘Total Payments.’ This includes the payments and benefits under Section 3(a) hereof.” (Martínez et al., 2022: 1).

Out of the four features of legal texts studied by the research team, low-frequency vocabulary came second, while passive constructions and non-standard capitalisation contributed to processing difficulties, but to a lesser degree (Martínez et al., 2022: 6).

A list of common problems, or rather errors, that make Polish non-normative legal texts (i.e., texts from the fields of legal practice and academia) difficult to understand is provided by Halina Kurek, though it is not based on any reception studies. These problems and errors include (i) complex syntax, especially syntactic homonymy or secondary syntactic connections, both of which result in ambiguity, (ii) poor punctuation and (iii) excess use of words of foreign origin (Kurek, 2015: 305-309). It is also pointed out that Polish legal discourse tends to preserve terms or expressions that are no longer used in general language, therefore archaisms may be an important marker of legal style and one of the reasons for the incomprehensibility of legal language (Maziarz, 2021: 217). Also in legal English, Latin borrowings and terms of French or Norman origin are seen as one of the difficulties, along with “archaic diction” and formal, or even stiff, register (Alcaraz Varó & Hughes, 2002: 5-8).

2.2.2 Plain language

Persons who are not members of a certain professional community often struggle to understand professional discourse even if they understand individual words, because they may not know “how professionals conceptualise issues and talk about them in order to achieve their [...] goals” (Bhatia, 2017: 3, 4). Legal writing has been criticised for being unintelligible for centuries (Goldstein & Lieberman, 2016: 15-19). There was also criticism of the official language and calls for making it plainer, for example in Winston Churchill’s *Brevity* memo¹⁷ (where it is called *officialese jargon*) and a book by John O’Hayre, titled *Gobbledygook Has Gotta Go* (1966). Both sources stressed the fact that such language made the work of civil servants difficult, which is also confirmed by research (Hartig & Lu, 2014; Kimble, 2006). Interestingly, a more recent comparison of the frequencies of selected legalese features in legal writing by experts (authors of legal textbooks) and novices (students) reveals that it is novices who use legalese features more frequently than experts (Hartig & Lu, 2014: 90). The plain language movement, which originated in the US, spread to many English-speaking countries: Canada, the UK (including Scotland), Australia, New Zealand and South Africa, but has been less successful in IGOs (Williams, 2011) or in the EU, where features of legalese are still present (Giampieri, 2024).

Proponents of plain English seek to eliminate the barriers to understanding official language, including in the field of law. As defined by Robert Eagleson:

Plain English is clear, straightforward expression, using only as many words as are necessary. It is language that avoids obscurity, inflated vocabulary and convoluted sentence construction. It is not baby talk, nor is it a simplified version of the English language. Writers of plain English let their audience concentrate on the

¹⁷ https://policymemos.hks.harvard.edu/files/policymemos/files/churchill_memo_on_brevity.pdf?m=1602679032 (access: 15 Dec. 2022).

message instead of being distracted by complicated language. They make sure that their audience understands the message easily.¹⁸

The ISO standard on plain language - 24495-1:2023 (ISO, 2023) - additionally clarifies that, unlike easy language, developed for people with cognitive impairments,¹⁹ plain language helps everyone because it

ensures readers can find what they need, understand it and use it. Thus, plain language focuses on how successfully readers can use the document rather than on mechanical measures such as readability formulas. [...] Plain language is not to be confused with easy language. Plain language can be used for a general audience, while easy language is used for people who have difficulties with reading comprehension [...] caused by health conditions, not being fluent in the given language or other reasons.

In the UK, successes of the Plain English Campaign, launched in 1979, included a review and simplification of thousands of official forms, a 1983 report on the language of contracts with suggestions of its simplification (discussed in section 4.2.5) and two collections of badly written public information: *Gobbledygook* (1984) and *Utter Drivel* (1994). The movement may have inspired the simplification of legal terminology as part of Lord Woolf's reform of civil procedure in 1998.²⁰ Even the Law Society's current Code of Conduct provides: "You give clients information in a way they can understand"²¹, i.e. clearly, using terms that clients can understand and limiting the use of jargon (Setkowicz-Ryszka, 2022c: 47).

The 1998 memorandum in which President Clinton directed all US federal agencies to use plain language in regulations succinctly summarises the main principles: "Plain language documents have logical organization; common, everyday words, except for necessary technical terms; 'you' and other pronouns; the active voice; and short sentences".²² In the United States, the 2010 Plain Writing Act²³ requires federal agencies to use plain language in documents connected with benefits, services or taxes, while defining plain writing as "writing that is clear, concise, well-organized, and follows other best practices appropriate to the subject or field and intended audience".²⁴ In addition, three Executive Orders (12866, 12988, and 13563) required plain language in legislation, while some other Executive Orders (e.g. 14801) required providing plain-language information in reports or on websites (Setkowicz-Ryszka, 2022c: 48-49).

Plain legal English seeks to address the difficulties caused by the features of legal language discussed earlier, including by:

- replacing low-frequency and foreign terms with more everyday words, as much as possible without making the text confusing or ambiguous;
- removing unnecessary words and expressions, such as redundant bi- and multinomials;
- using shorter sentences, but without leading to misinterpretations;
- using fewer passive constructions and nominalisations (Williams, 2004: 118-123);

¹⁸ <https://www.plainlanguage.gov/about/definitions/short-definition/> (access: 15 Dec. 2022)

¹⁹ A detailed comparison of plain language and easy language can be found in Lindholm & Vanhatalo, 2021: 19-20.

²⁰ <http://www.plainenglish.co.uk/about-us/history/timeline.html> (access: 8 Dec. 2022)

²¹ <https://www.sra.org.uk/solicitors/standards-regulations/code-conduct-solicitors/> (access: 8 Dec. 2022)

²² Cited in <https://www.ncsl.org/Portals/1/Documents/lss/PlainLangTimeline.pdf> (access: 8 Dec. 2022)

²³ For more about the history of plain language initiatives in various English-speaking countries, see Zych, 2016.

²⁴ Public Law 111-274, s. 3.3.

- replacing *shall* with *must*, semi-modal constructions and the present simple;
- using gender-neutral language (Williams, 2011: 140).

In the context of language reform, but also language teaching, Bhatia distinguished between simplification and easification as different techniques. Simplification involves "lexical and syntactic substitution" and potentially changes the genre conventions, while easification seeks to maintain generic integrity "without making any drastic changes to the content or linguistic form of the text". It makes the text more accessible by using devices to guide readers: boldface, breaking text into subsections, adding clarifying statements, etc. (1993: 145-146, 209-218). Clearly, plain legal language seeks to combine the best of both techniques. Research shows that public discourse in the UK is already more friendly or informal compared to other countries (Turnbull, 2014: 62). Also in expert-lay communication about legal matters efforts are made to simplify the message, personalise abstract knowledge and enable practical use of such knowledge when the lay readers need to act on this advice (Turnbull, 2014). Yet, it is also possible that the "gap between situational complexities and discursive reduction can lead to oversimplification" (Turnbull, 2014: 73).

One can say that Plain Polish was also born out of the difficulties in comprehension of official communications. In the 1960s, with Pisarek began his studies on readability or legibility of language (Gruszczyński et al., 2015: 445), while the idea of clarity and communicativeness of legislation was discussed in 1976 by Wronkowska (Zych, 2016: 66, 67). Despite these early attempts, plain language only took off in Poland in the 21st century, with efforts focusing first on specialist language (Mamet, 2008) and official communication (Hadryan, 2009). What seems to have been the real game-changer was the analysis of manuals concerning EU funds in 2010, followed by the creation, in the same year, of the Plain Polish Lab at the University of Wrocław (Piekot et al., 2019: 197) and Jasnopis tool at the of Warsaw-based University of Social Sciences and Humanities (Gruszczyński et al., 2015: 445). Soon, plain language began to be implemented in the communication of various state authorities, governmental agencies and local government authorities with the general public. The momentum was picked up by entities from the financial market, such as banks and insurers, and energy companies (Piekot et al., 2019: 206-210), and plain language contracts for retail customers were created by banks (Setkowicz-Ryszka, 2022c: 49, 55-57).

The main recommendations of plain Polish are very similar to those of plain English:

- using shorter and less complex sentences and, where possible, shorter words;
- reducing the number of nominalisations, passive constructions and impersonal forms;
- keeping subject and predicate close together;
- making the texts more interpersonal;
- using more familiar words if synonyms are available and explaining technical terms;
- using lists and headings (Piekot et al., 2015: 112-114, 2019: 202).

In Poland the discussion whether laws can be made more readable for those who are supposed to follow them and whether clarity would not compromise precision has continued for decades (Andruszkiewicz, 2017: 9-15; Zych, 2016: 65-68). Yet, similar arguments have appeared also in English-speaking countries (Felsenfeld, 1981; Kimble, 1995, 2016). It is important to stress that normative texts must use legal

terminology and follow the rules of legislative drafting so that they can be properly interpreted (Choduń, 2018: 239-240). While even legal professionals benefit from plain language, legal knowledge is still required to understand legal concepts (Choduń, 2018: 241; Liske, 2023: 17). Moreover, certain Latin expressions are used in many legal languages and have no short local equivalents (Liske, 2023: 18). Counterintuitively, in case of non-NSs of English, certain plain-language edits, such as replacing words of foreign origin with more everyday words or phrasal verbs, may render a text less accessible (Liske, 2023: 20-26). Beyond lexical edits, plain-language editing of legal texts often involves structural ones, such as improving the order in which information is provided and logical relationships between sentences, adding missing information or facilitating navigation (Zandberg-Malec, 2021: 194). As for plain language in translation, research finds that translation sometimes promotes the use of plain legal language in that translated legal instruments sometimes have more features of plain language than texts drafted domestically by native speakers (Canavese & Mori, 2024). In addition, translators are not only well-equipped to identify problems that make texts hard to understand or translate and to implement plain-language design (Ruiz-Cortés, 2023), but they are even sometimes forced to develop plain-language register in the TL (Setkowicz-Ryszka, 2022f).

2.2.3 Features of legal texts

The language used in legal texts in general serves to achieve certain features of such texts, such as:

- Communicative features of precision, understandability, logic of argumentation and matter-of-factness (Jopek-Bosiacka, 2021: 15), with some authors (Engberg & Rasmussen, 2003: 117-118) listing all-inclusiveness and precision as the general pragmatic features;
- Linguistic features of directive or categorical character, standardisation and presence of terminology (Jopek-Bosiacka, 2021: 15);
- Stylistic features of impersonality and conciseness – sometimes even excessive conciseness (Jopek-Bosiacka, 2021: 15) .

Some of these features, motivated by the analysis of translations made by legal translator trainees, are analysed in more detail in the following subsections.

2.2.3.1 Precision and all-inclusiveness

If the task of a legal translator is to create a text with the same meaning or the same effect in the TL as the ST, understanding the ST is the first step. This task should be made easier when the text is precise, potentially reducing the need for interpretation. And yet precision in legal texts is not always a blessing, considering how it is achieved. As Garzone reminds, “in the common law tradition the text remains the paramount source of interpretation”, and “there is reluctance to leave anything to presupposition or implication” (2003: 213). Moreover, legal writing may have to “withstand critical scrutiny from legal practitioners, notably lawyers and judges”, who might want to take advantage of any imprecision in it (Williams, 2018: 13). Therefore, in common law legal drafting we find many enumerations and “many different cases are considered and details are punctiliously made explicit” (Garzone, 2003: 212). In the context of traditional legal language of common law countries, precision is sometimes invoked as a defence for using low-frequency or archaic technical terms, lists of near-synonyms or complex sentence structures, discussed above in the subsection on legalese. Precision is also the reason why legal definitions

are provided in statutes or contracts (Andruszkiewicz, 2017: 14; Mattila, 2018: 122). In legal language, for reasons of precision, tautologies are not always considered a negative feature, unlike in general language (Mattila, 2018: 122). Even compound adverbs (like *herein*) or repetitions instead of pronouns (anaphoric reference) are used to avoid ambiguity (Diani, 2021: 31-32). Yet, as Bhatia (1993: 101-102) observes, these are precisely the linguistic devices which achieve "precision, clarity and unambiguity" according to specialists, while "linguistic nonsense" to non-specialists.

Precision is closely linked with all-inclusiveness, that is, taking into account all possible elements or phenomena (Jopek-Bosiacka, 2021: 50) or making legal texts "refer to every conceivable contingency within their model world", that is, making them applicable to a number of real-life scenarios, which are hard to predict beforehand, while preventing recipients from escaping their obligations or stretching their rights (Bhatia, 1993: 102-103). The feature of all-inclusiveness is not only realised at the level of texts: attempts are made to make every section of a statutory instrument interpretable in a way consistent with the interpretation of the whole instrument, which is derived from all the sections considered together. And if at the same time the drafter tries to express all information that is important for interpretation on in a single sentence or in as few sentences as possible, these sentences become long and complex, with many bi- or multinomials, extended participial phrases, complex prepositional phrases, relative clauses, qualifications and syntactic discontinuities (Bhatia, 1993: 105-113; Engberg & Rasmussen, 2003: 117-118). This tendency may be rooted in the fact that English statutes used to be formulated as a single sentence (Williams, 2004: 113) and that the practice of formulating individual sections as single sentences survived in common law jurisdictions (Šarčević, 1997: 130-131). Even a comparison of legal instruments on the same topic drafted in France, Sweden and the UK as well as at international level shows that the UK text contains the highest number of words in total, with *any* (meaning every, all) and *or* (connecting alternatives) ranking high on the list of keywords. Both these words, which are likely to accompany enumerations, serve to make the text all-embracing or comprehensive (Garzone, 2003: 186, 201-202).

In the civil law area legal texts are more likely to use general clauses and other "semantically open expressions", which are universal and abstract, though potentially problematic in terms of accuracy (Mattila, 2013: 96). At the same time, general clauses have for centuries been a useful tool for simplifying the creation of law (legislation) and making its application broader and more flexible in the face of changing situations to which such clauses may be applied (Biskup, 2007: 152-154). Examples of such clauses are *dobre obyczaje* (*good mores*, Latin *boni mores*) and *zasady współżycia społecznego* (*principles of community life*) (Kopaczyńska-Pieczniak, 2016: 171). Yet, it can be said that general clauses and semantically open expressions do what enumerations or lists of synonyms do in common law: they make the text all-inclusive, or at least broadly applicable.

One of the characteristic ways of achieving precision and all-inclusiveness in common-law legal drafting is the use of synonyms and near- or quasi-synonyms. Matulewska points out that synonymy in legal terminology is rarely absolute, but usually means similarity of meanings. Even if two terms refer to the same element of legal reality or to very similar ones, they may have different pragmatic meanings, i.e. be used in different contexts (Matulewska, 2017: 49). English terminology of law is rich in synonyms of various origin, such as the pairs *marriage-wedlock* or *testament-will*, where the first word is of French origin, while the second one comes from Old English, or even triplets, such as, *child* (Old English), *infant*

(French) and *minor* (Latin). There may have been differences in meaning once, but they have become less vital – yet the bundles remain. The tendency to use synonyms is said to stem from uncertainty whether the different terms - of French, Latin and English origin - indeed meant the same thing. If choice had to be made between an established, well-defined French term and a less accepted English one, the draftsmen would rather use both than risk the document not having the intended effect (Matulewska, 2017: 51).

Thus, despite the efforts to achieve precision, there may be unwanted ambiguity in legal writing, when – as Kimble puts it – “in its effort to be precise and exhaustive, it becomes excessively detailed and too often sinks into redundancy, ambiguity, and error” (2006: xii). Detailed definitions often become rather complex, which may lead to syntactic polysemy, hence reducing precision. As for long enumerations, it may be unclear whether or not they are exhaustive (Mattila, 2018: 122). Engberg and Rasmussen remark about the complexity caused by the “quest for precision, clarity and unambiguity” (2003: 116), part of which is making sure that a certain provision does *not* apply to all persons or situations. This is achieved by means of adding qualifications, of which Bhatia distinguishes three types: (1) preparatory qualifications, which describe the cases to which a given provision applies; (2) operational qualifications, which provide details about how the provision is to operate, and (3) referential qualifications, which are concerned with the intertextual character of provisions (cited in Engberg & Rasmussen, 2003: 116). In order to avoid ambiguity, modifiers or qualifications are inserted next to the word they concern, even though they can appear elsewhere in the sentence or in a separate sentence. With multiple qualificational insertions, the sentence structure becomes complex and discontinued, while the flow of information is interrupted (Azuelos-Atias, 2018: 103-104; Jopek-Bosiacka, 2021: 52-53).

On the other hand, the precision of legal texts is often intentionally or unintentionally limited by the vagueness of lexical items (Alcaraz Varó & Hughes, 2002: 30-42; Andruszkiewicz, 2017: 13-15), the use of indeterminate terms, which need to be interpreted in each individual case, such as *good faith*, *due care and attention*, *należyta staranność* [*due diligence*], *zasady prawidłowej gospodarki* [*principles of proper management*], etc., or even euphemisms, such as *detention during Her Majesty's pleasure* or *act of God* (Alcaraz Varó & Hughes, 2002: 32-33; Andruszkiewicz, 2017: 12-13; Jopek-Bosiacka, 2021: 28). Engberg stresses that vague concepts, such as *reasonable doubt*, are interpreted differently by different readers and rendered differently in translation, which is an unwanted situation from the point of view of prescriptive terminology (2023: 26). He sees this phenomenon as consistent with the approach to meaning of terms as dependent on context and on the knowledge previously stored by people engaged in a communicative process (Engberg, 2023: 17-18). Still, even though common law judges are supposed to only apply the law and not interpret it, vagueness and ambiguity are “necessary in the legal discourse and cannot be seen as a drawback”, while legal texts need to “be applicable in future contexts whose details cannot be directly envisaged at the time of drafting” (Witczak-Plisiecka, 2020: 278).

In the civil-law tradition of legal writing, cases of lack of precision may be intended, e.g. by law-makers, to leave some decision-making leeway to the authorities applying laws (Andruszkiewicz, 2017: 17). When one compares instruments of international law, which have to apply in different legal systems, and instruments of national law, which are only concerned with one system, the need for different levels of precision and different amounts of information becomes clear (Engberg & Rasmussen, 2003: 112).

However, even though the Polish principles of legislative technique require consistent use of the same term to denote identical concepts and different terms to denote different concepts, Polish legislation is not always clear and unequivocal (Matulewska, 2017: 52). In English-language legislation, very old statutes may be still in force simultaneously with new statutes and old precedents might be still referred to in current-day cases. The differences between coexisting ancient and modern terminology may result in ambiguity or cause doubts whether a certain terminological change results from an attempt at making the language plainer or signifies a substantive change (Williams, 2004: 119-120). Finally, international law instruments, lack of precision or "intentional obscurity" is sometimes a consequence of compromises reached during negotiations and translators need to refrain from providing clarifications (Šarčević, 1997: 204). In case of contentious negotiations, lack of precision, achieved by "endlessly reworking" certain passages, such as those concerning climate action, increases the chances of UN documents being ratified. Various parties are then able to interpret certain passages slightly differently and multiple interpretations are not necessarily bad as long as the direction is right. Translators are not always familiar with the issues raised during the negotiations, so retaining the intended vagueness is difficult and often frustrating (Serifovic, 2019). However, as Witczak-Plisiecka (2020: 278) observes, "in the context of translation, the recognition of the type of vagueness present in the text will also be important".

2.2.3.2 Directive character

The obvious purpose of legislative texts is "modify[ing] social behaviour by laying down rules of conduct prescribing how one shall act or refrain from acting in certain situations" (Šarčević, 1997: 133) or imposing obligations and conferring rights (Engberg & Rasmussen, 2003: 115). In another kind of normative acts, treaties, their parties (states) "agree to perform or refrain from performing certain acts as a means of attaining a specific goal", while in contracts parties agree "to exchange performances in a given situation for a specific purpose" (Šarčević, 1997: 133). Consequently, legal texts are normative or directive in character: legal norms of conduct are "deduced or reconstructed in the process of interpretation of a legal text" (Jopek-Bosiacka, 2023: 40). One of the ways in which this feature is expressed is deontic modality, i.e. constructions that express obligation, prohibition or permission. They can be further divided into unlimited, conditional and external obligations, prohibitions or permissions, and in all those cases the actor can be revealed or not (Matulewska, 2009). Such statements are recognised as legal speech acts where certain actions are performed by verbs classified as exercitives by Austin, the consequence being that "others are compelled, allowed or not allowed to do certain acts" (cited in Šarčević, 1997: 135). Apart from verbs such as *order*, *forbid* or *permit* (explicit performatives), legal norms are expressed with the help of modal verbs, mainly *shall (not)* and *may (not)* (implicit performatives) (Šarčević, 1997: 135).

In English, the main exponents of deontic modality are: *shall*, *is obliged to*, *must* and *is required to*, of which the last one was found to be the rarest (Matulewska, 2009: 137). As a result of the efforts aimed at achieving greater clarity of law, English (American and British) statutes increasingly use *must* instead of *shall*, previously the most frequent exponent of deontic modality. The reason is that *shall* can express multiple meanings, including ones that are not deontic, which makes interpreting legal documents difficult (Matulewska, 2009: 137). Biel (2014: 341) also observes that in EU law *shall* is "one of the most abused modals", despite the requirement of expressing the declarative meaning by the present tense. Meanwhile in Polish legislative instruments, deontic modality is expressed mainly by the indicative mode (usually

present tense), but also by normative verbs and expressions, such as: *powinien, jest obowiązany* to express obligation; *może, ma prawo* to express permission, but also authorization or right; or *nie wolno, nie można* to express prohibition (Jopek-Bosiacka, 2021: 36-41).

The correct, or desirable, uses of modal verbs in US legislation are explained in US Code Construction Act, Chapter 311, Government Code:

311.016. "MAY," "SHALL," "MUST," ETC. The following constructions apply unless the context in which the word or phrase appears necessarily requires a different construction or unless a different construction is expressly provided by statute:

- (1) "May" creates discretionary authority or grants permission or a power.
- (2) "Shall" imposes a duty.
- (3) "Must" creates or recognizes a condition precedent.
- (4) "Is entitled to" creates or recognizes a right.
- (5) "May not" imposes a prohibition and is synonymous with "shall not."
- (6) "Is not entitled to" negates a right.
- (7) "Is not required to" negates a duty or condition precedent. (cited after Matulewska, 2009: 137-138).

Type of clause	English verb phrases	Polish verb phrases
Imperative clauses	shall must is to be	powinien musi należy jest wymagane verb in future tense verb in present tense
Prohibitive clauses	shall not is not to be may not cannot	nie + verb nie może
Empowering clauses	may	może jest uprawniony ma prawo
Explanatory clauses	are/is verb in simple present tense (means, includes, etc.)	verb in present tense (stosuje się, posiada, służy, etc.)
Clauses referring to another rule	applies does not apply	wchodzi w życie stosuje się nie stosuje się liczy się

Table 2-1. Normative verb phrases in English and Polish statutes (after Kielar & Miler, 1992: 44, 46)

Kielar and Miler provide a list of normative or norm-creating functors, that is, verbs or verb phrases "which endow the statement with a normative quality", where they also mention verbs in the future tense as one of the ways to express an imperative or prohibition – with a negation (1993: 44). Kielar and Miler point out the differences – in terms of style and form – between the verbal phrases which create norms in English and Polish statutes (1993: 45). The importance of adhering to the TL conventions is exemplified

by Biel's corpus study, which revealed considerable differences in the distribution of modals of obligation and permission, or equivalent structures, in the early (up to 2007) translations of EU law into Polish compared to laws enacted in Poland (in force in 2011). A particularly striking case is the "slightly colloquial" verb *musieć* (must), used 14 times as often in translated EU regulations as in non-translated Polish statutes, while 41 times as often in the case of directives (Biel, 2014: 242, 243). The expression *jest obowiązyany*, which is very popular in the Polish legal language, reaching normalised frequency of 880 per one million words, had only 5 or 6 occurrences per one million words in the translated EU acquis.

Table 2-1 contains normative verb phrases used in various statutory clauses in both legal languages. In addition to modal verbs used to denote deontological modality, in certain genres of legal texts (e.g. academic texts or court judgments) modal verbs are used to express epistemic modality – various degrees of (un)certainly of knowledge and "commitment or lack thereof to the truth value of a proposition" (Vass, 2015: 28). Along with other lexical expressions of epistemic modality, modal verbs are mainly used in the rhetorical strategy of hedging, which permits writers to present claims as subjective opinions rather than facts, thus avoiding conflict and inviting discussion (Vass, 2015: 28-29).

2.2.3.3 Standardisation

Legal language is rich in routine phrases²⁵ (including archaic ones) that are persistent: there is a tendency to "reproduce words and phrases in exactly the same form" in text after text (Kjaer, 2007: 510), especially in legislation and legal documents, including contracts (Breeze, 2013). They are an "important linguistic feature pertaining to legal style" and appear in both oral and written communication (Ruusila & Lindroos, 2016: 121). Formulaicity may also be seen in whole legal texts, some of which have "recurring substance [...] organized in a particular logical order", and in the very discipline of law since "security and stability in a legal system is achieved through repetitive, predictable proceedings and actions, some of them even deep-rooted traditions and rituals" (Ruusila & Lindroos, 2016: 123, 126).

The standardisation or formulaicity of legal texts often increases the complexity of LT since legal phrasemes are "bound to the legal system, so an in-depth understanding of their function and meaning can only be achieved through familiarizing oneself with the legal framework" and, moreover, there may be no corresponding phraseme in the TL (Ruusila & Lindroos, 2016: 132, 133). For instance, a study comparing various kinds of EU institutional texts found more formulaicity (measured by lexical bundles or ngrams) in legislation and judgments than in two other, less prototypical, legal genres: reports and websites. The study compared translations (from English into Polish) to non-translations. In general translations demonstrated greater formulaicity than non-translations with few lexical bundles common to both. Also, translations of EU texts displayed more variety than non-translations in terms of the bundles used. This seems to suggest that translators may have come up with their own lexical bundles to reflect the features of STs, rather than use the bundles that are salient in Polish (Biel et al., 2019: 86-88).

As for the function of stable lexical bundles in law, according to Kjaer (2007: 508), "[t]he functioning of a legal system is dependent on constant processes of stabilization and specialization of words and phrases

²⁵ Other names include "repeated multi-word sequences", "lexical phrases", "prefabricated patterns", "n-grams", "lexical bundles" (Breeze, 2013: 229), "fixed word patterns", "routine expressions" and "prefabricated formulas" (Ruusila & Lindroos, 2016: 121).

that accompany the construction, deconstruction or reconstruction of legal concepts". What is challenging for translators is the fact that these phrases come from different sources and a translator may not be aware of the fact. It is especially statutes and court decisions that contain many explicit or implicit references to other such texts, "without which the meaning of the text would be void" (Lindroos-Hovinheimo, 2007: 372). Kjaer (2007: 512) identifies three ways in which routine phrases emerge:

- some are directly or indirectly prescribed by law and failure to use them may make a text invalid or otherwise affect its validity;
- some are implicit quotations from other texts, so their use increases legal security or provides a sense of continuity; and
- some are simply habitual and can be replaced with other expressions without any consequences.

The first two categories are a manifestation of intertextuality, that is, they refer to other legal texts, therefore legal knowledge is required to translate them, while with the third category "the translator enjoys a greater degree of freedom" (Ruusila & Lindroos, 2016: 134).

Goźdz-Roszkowski (2011: 113-142) developed a very detailed classification of lexical bundles which are present in various types of legal texts - legislation, contracts and professional articles – with different frequencies. He distinguished three main categories:

- legal reference bundles (including temporal, location, attributive, participative, institutional, terminological, procedure-related bundles);
- text-oriented bundles (including causative/resultative, condition, clarification/topic elaboration, focus, framing signals, structuring, transition bundles); and
- stance bundles.

Even if some of them are multi-word terms or names of institutions, the sheer size of the list demonstrates that in legal language fixed phrases are omnipresent and serve a multitude of functions.

Routine legal phrases include Latinisms, whose repertoire differs in different legal cultures (Gałuskińska & Sycz, 2013; Mattila, 2013), forcing legal translators to analyse whether a certain Latin expression can be left in the TT or requires translation (Alcaraz Varó & Hughes, 2002: 5-6; Setkiewicz-Ryszka, 2022: 222-226). This is the case despite the general recommendation that elements in a third language (not the SL), including maxims in Latin, should be left untranslated in the TT (Kozłowska & Szczęśny, 2020: 183), especially in the case of sworn translation when the Latin expression is a legal term or phrase (Kierzkowska, 2020: 172-173).

Bi- or multinomials (*goods and chattels, null and void*), phrasemes with archaic word forms ("Now therefore this agreement witnesseth") and legal proverbs also belong to the category of phrasemes or routine expressions, which Kjaer links with the oral tradition of law. To function, a legal system needed the "expressive iconicity of formulae that were easy to remember and understand", which the "legal speech community" stuck with for centuries (Kjær, 2007: 510). To some extent, the freedom of writers of legal texts is constrained by what the law requires. There are expressions that have to be used if a text is to be recognised as a certain legal act or if it is to be considered valid (Kjær, 2007: 511). On the other hand,

when non-professional trial participants (e.g. witnesses) make certain utterances in court without using the proper legal expressions, Polish judges can and do interpret such utterances as procedural motions, defendant's admission of the claim and other procedural acts (Gmerek, 2020: 31-34).

2.2.3.4 *Impersonality*

In legal language, impersonality is often desirable as a linguistic device that both decreases the mental burden of judges or administrators and increases the prestige of the given court or office. This is why judgments in civil law countries are usually formulated in the third person: it is the court that makes a judgment, not the individuals sitting on them (Mattila, 2018: 119). Also legislation is both impersonal and decontextualised, because it applies regardless of who writes it and who receives it. Both the author and the reader are somewhat obscure: legislation is a result of parliamentary deliberations, but the actual writer is a draftsman who is not a member of the parliament, meanwhile although "ordinary citizens" are the recipients, it is lawyers that are the actual readers (Bhatia, 1993: 102-103). Strategies that increase the impersonality and formality of legal texts include:

- the use of passive constructions (where the actor is of secondary importance;
- personifying entities rather than mentioning the individuals ("the court finds"); and
- using functions or titles instead of specific actors (e.g. *defendant* or *president*) (Mattila, 2013: 96, 97)

As for normative legal language, its impersonality, identified with rationality, is also reinforced by the use of impersonal pronouns, such as *nobody*, *no one*, *everyone*, and by refraining from using metaphors or emotional expressions or from showing the author's personal attitudes (Gruntar Jemol, 2019: 319). Sometimes, elements of emotional evaluations can be identified even in normative texts, in particular in constitution preambles or in criminal law legislation, while metaphors - though their use decreases - are still found even in basic legal terms and certainly in legal argumentation (Gruntar Jemol, 2019; Mattila, 2013: 98-101). But overall, neutrality or coldness is the norm: legal texts should "have an effect on the understanding, rather than the feelings" of their recipients, while emotionally charged general-language words can be used as "neutral technical words" of the legal language (Mattila, 2013: 98).

2.2.3.5 *Conciseness*

Calls for legal language to be concise have been made since at least the 6th century and, considering the high volume of legal norms issued nowadays, will continue to be made (Mattila, 2013: 128-134). Common law drafters in general are more willing to add more words or provisions than to delete them, which is reflected in the increasing length of common law contracts (Williams, 2018: 19). Meanwhile, civil law lawyers are advised to strive for economy of language, among other things, by avoiding pleonasms and tautologies, which may increase the processing time if the recipients looks for any extra meaning in semantically redundant writing (Jadacka, 2006: 100-101). However, Mattila observes that tautologies are not necessarily eliminated in legal language, as "stylistic considerations should always give way to the accuracy of legal messages" (2013: 88). Moreover, the price to be paid for conciseness is high information density of legal language, so a compact document may contain many "expressions that have the appearance of abridged codes" (Mattila, 2013: 95). Decoding the message thus requires the background knowledge of the law (Azuelos-Atias, 2018).

2.2.4 One or many languages of the law?

In Polish legal scholarship, a distinction is usually made between two kinds of legal language – that of legislation [*język prawny*] and that of all other legal or law-related texts [*język prawniczy*], such as the language of legal practice, including judgments, and the language of academic texts, including didactic ones, also seen as metalanguage vis-à-vis the language of legislation (Jopek-Bosiacka, 2021: 12-14; Pieńkos, 2003: 103). Consequently, in Polish translation studies, LT is also divided into translation of legislative texts [*tłumaczenie prawne*] and translation of any other texts about law [*tłumaczenie prawnicze*] (Bogucki et al., 2019: 105). As these two terms can be confusing, Gizbert-Studnicki postulated introducing a more general term: the language of law (Jopek-Bosiacka, 2021: 12). Within the language of legislation, Pieńkos distinguishes also, based on the criterion of structure, the language of provisions of law and the language of legal norms or interpretations. The former is more diverse, with different expressions used to call various legal institutions, whereas the latter is characterised by greater uniformity of construction of the particular norms. As for the non-legislative language, the lexis and conceptual apparatus are richer and the language is a “superstructure of the legislative language” (2003: 103-104).

Pieńkos (2003: 107) observes that one should not speak of a single language of law, but rather multiple languages of law: the language of legislators, judges, theoreticians, practitioners. However, Pieńkos also seems to reduce the complexity of these languages to mainly lexical and terminological repertoire of a given community or professional group (2003: 294-295). Similarly, legal language is described as “a set of related legal discourses” (Maley 1994: 13, cited in Prieto Ramos, 2014b: 263). Prieto Ramos (2014b: 263) finds that there is, for instance, a language of legislators, judges, scholars and – in some countries – notaries, all of which varieties display different discursive conventions, so legal translators need to identify and analyse their features in translation. Mattila (2018: 114) mentions the languages of judges, advocates, administrative civil servants, academic legal scholars, civil-law notaries, etc., while observing that these categories depend on “the legal traditions of the relevant countries”.

Going back to the general distinction into the language of legislation and all other legal texts, it may be important for assessing the precision or clarity of legal writing. Marta Andruszkiewicz points out, on the basis of Polish literature, that legislative texts are intended to be clear and understandable for experts. Using their legal knowledge, including familiarity with directives of interpretation, experts should be able to interpret legal norms from the provisions of law. It is the non-legislative language, addressed also to persons without expert legal knowledge, that can be expected to be generally clear and understandable in the broad sense and for everyone (Andruszkiewicz, 2017: 18). The situation is not clear-cut, however, because other authors point out, for instance, that “messages transmitted through legal language often concern ordinary citizens, who are expected to understand them” (Mattila, 2018: 113).

The fact that legal (sub)language is not homogenous is noted by Kjær, who makes a distinction between legal instruments, such as statutes, contracts, wills, judgments, and all other genres that are used in expert communication between lawyers, including textbooks, essays, monographs or research articles (Kjær, 2007: 510-511). In addition, Prieto Ramos observes also that as legal texts deal with various aspects of life, they tend to be hybrid or interdisciplinary: they can concern business or finance, but also highly technical matters, while still retaining the features of legal texts (2014b: 263-264). In legal texts, non-legal

specialised language may even be more prominent than legal language, so the structure or typical phraseology expressing legal obligations is filled with non-legal content (Prieto Ramos, 2019: 34).

2.3 Common-law and civil-law systems

Chromá points out that “any translation of a legal text may be called bijural since there is always a difference in the source legal and linguistic environment and background and the target legal and linguistic environment and background” (2011: 35). The legal systems of all countries have evolved separately (Sandrini, 2006), even if certain systems may have been expansive enough to influence other countries’ systems (colonisation) and even if most legal systems can be grouped into several major legal families, such as civil, common, Muslim or Asian law. The differences Chromá mentions are greater if the source and target legal system belong to different families, but even in the case of legal systems that belong to the same family, such as civil law (including the Polish one) or common law (legal systems of most English-speaking countries), there may be different legal solutions, resulting in conceptual and terminological differences. Within the civil law family, at least the Romanistic and Germanic systems are distinguished and within the common law family there are considerable differences between England and the United States (Farnsworth, 2006). In comparative law, there is general agreement about the different structures, mindsets and operation of common and civil law (Kischel, 2019: 359). For the English-Polish language pair, distinction between common and civil law systems is certainly important, but English is also the language of international treaties or conventions, so the system(s) of international law can also be involved.

The common feature of systems from the civil law family is that they are “understood as a set of fundamental principles and the approach to law is quite abstract” (Soriano-Barabino, 2016: 27). In civil law systems, statutes are considered the law, or the “true” source of law, which is in contrast to the role of statutes in common law (Kischel, 2019: 363, 379). Being codified, civil law systems employ general clauses “to provide flexibility of codes and a possibility for the courts to adapt or correct the application of a law to variable circumstances” (Menyhárd, 2007: 114). Since the law is formulated by legislators in general terms and applied by judges to specific cases, judges do not create law. As Canuel states

[u]nder the civil law tradition, courts interpret and apply written laws, which include codes, statutes and decrees. The civil law system presents the law-giving role to the legislator, who crafts a code that controls the judiciary’s acts, while the civilian judges must identify the proper existing rule and apply it to the facts of the subject case. Alternatively, the common law family is composed of organic law, with judges reliant upon stare decisis. The importance civil law courts place on stare decisis is less well settled: the value given to precedents in the civil law context is a source of dissention among legal scholars (Canuel, 2011: 82-83).

Another typical feature is the distinction between private and public law, that is, branches of law governing the relations between individuals/legal entities (civil law, commercial law, labour law) and the relations between legal subjects and the government (constitutional law, administrative law, financial law, criminal law). This means that in the hierarchy of sources of law it is legislation that takes precedence, customary law has a secondary role, while case law interprets statutory provisions or expands on them. The so-called doctrine, or legal scholarship, plays a certain role, though there is disagreement as to whether it can be considered a source of law (Kischel, 2019: 371-372; Soriano-Barabino, 2016: 28-29).

The common-law family, comprising mainly the English-speaking countries, developed very differently. The law was administered by the English king's courts with certain legal disputes resolved by standard *writs*. After complaints that the writ system resulted in too rigid application of law, equity was introduced as the application of "moral and good conscience". The two systems – common law²⁶ and equity – developed separately, as complementary ones applied in different courts, until the 19th century. Due to such origins, the system is very much case-based, which means that similar cases should be resolved in the same way (unless a higher court makes a distinction between certain similar matters). It operates on the doctrine of precedent, with decisions of higher courts binding on lower courts. Consequently, legislation is not so much the primary source of law, but rather has the function of "clarifying and consolidating existing law and [building] on existing case law". Common law has a "pragmatic and, to a certain extent, improvisatory style aimed at the expeditious resolution of disputes". The lack of codification makes it also less rigid. Finally, the distinction between private and public law does not apply, while the division into civil and criminal law plays a much more important role (Soriano-Barabino, 2016: 31-33). There are no hierarchical relationships between legal norms and no tradition of comparing or systematising legal concepts or categories (Kischel, 2019: 250).

From the perspective of a civil-law lawyer, the lack of general concepts or systematic thinking may create the impression of "disjointed character of common law discussions", which are "dominated by individual, highly specific groups of cases" (Kischel, 2019: 388). This follows from judges deriving law, including interpretations of statutory provisions, from past cases (but only to the extent of solving a given case) and not statutes, with legal academic writing playing a less important role than in civil law, at least until recently (Kischel, 2019: 288-230, 243, 244).

In the UK, the doctrine of precedent, despite the growing importance of legislation, means that judicial decisions are more predictable and consistent, as similar cases should be decided in the same way, sometimes even to the point of ossification of precedent. On the other hand, judges have the flexibility to develop law without legislative intervention of the parliament, including by application of the mechanism of distinguishing cases based on some differences in fact, but this in turn can decrease predictability (Soriano-Barabino, 2016: 103-104). As for the US, even though the legal system is based on both common law and equity, which were inherited from England, the laws are mainly codified, like in civil law systems, though in a less systematic manner. Unlike in the UK, there is also a written constitution. Importantly, there is a federal system of law (and courts), but individual states also have their constitutions and legislations, but they cannot be incompatible with the federal system. As for the role of judges, even though since the 19th century the doctrine of precedent has been followed, judges have not been the creators of law but have been administering it (Soriano-Barabino, 2016: 117-120).

The above rudimentary comparison of civil-law and common-law systems barely scratches the surface, but hints at the fundamental differences in thinking about such matters as "what 'the law' is", which lawyers take for granted when they only work with their national system (Resta, 2024: 1579), what its

²⁶ Common law refers both to the whole legal family and to law based on cases rather than statutory law or the "portion of such case law which is part of law as opposed to equity" (Kischel, 2019; 228).

sources are (mainly statutes or mainly case law), what the role of a judge is or how a trial is conducted.²⁷ Even when lawyers write about court judgments, in the common-law tradition they mostly report them,²⁸ sometimes adding comments (Giles, n.d.), while in the civil-law tradition they engage in dialogue with judges: they agree or disagree with the case outcome and add their own arguments (Łętowska, 2005). It is especially when these differences run so deep that a legal translator needs to be familiar with legal systems and able to compare them. Although law is expressed in language, law takes precedence over language in LT (Pieńkos, 2003: 106, 107). According to Husa, “[t]he whole point of LT seems to be to linguistically transform the original text so that it becomes operative in the target language” (2017: 263).

2.4 Genres of legal texts

Familiarity with genres ("highly structured communicative event[s]") is the foundation for knowledge about "the mechanisms that run the communicative process of a specialised community", including about the cross-cultural variations (Orts, 2012: 320). Despite certain similarities between common law and civil law systems in terms of the available genres of legal texts and the aims they serve, there are also – sometimes hidden or confusing – differences between "discursive practices and concepts springing from very different legal traditions" (Orts, 2012: 318). Alcaraz Varó and Hughes (2002: 101) define genre, which they consider a synonym of text type, as a specific class of “texts characteristic of a given scientific community or professional group and distinguished from each other by certain features of vocabulary, form and style, which are wholly function-specific and conventional in nature”. Genres can be written (such as contracts, judgments, statements of claim) or oral (such as a judge’s charge to the jury or witness statement). According to Alcaraz Varó and Hughes (2002: 102-103), in order to successfully translate legal texts, translators need awareness of legal genres and their formal and stylistic conventions, rather than focus on matters of lexical, syntactic or stylistic equivalence, while the minimum common stylistic and formal features shared by texts from a given genre include:

- communicative function;
- macrostructure;
- discursive mod and techniques;
- lexical and syntactic arrangement of the material plus a set of functional units and formal features;
- socio-pragmatic conventions.

According to Prieto Ramos (2014: 264), from the point of view of their functions

[l]legal texts constitute or apply instruments governing public or private legal relations (including codified law, case-law and contracts), or give formal expression to specialized knowledge on legal aspects of such instruments and relations”.

Starting from a set of three major groups of legal texts: normative texts, judicial texts and legal scholarly writing, Prieto Ramos (2014: 263-265) identifies five types of texts (within which genres and sub-genres can further be distinguished):

²⁷ https://www.diffen.com/difference/Civil_Law_vs_Common_Law (access: 23 Aug. 2024)

²⁸ <https://www.law.ox.ac.uk/legal-research-and-mooting-skills-programme/law-reports> (access: 23 Aug. 2024)

- Legislative (including treaties)
- Judicial (including court and litigation documents)
- Other public legal instruments or texts of legal implementation (issued by institutional bodies, public servants or registries; subtypes to be identified by legal system)
- Private legal instruments
- Legal scholarly writings.

Trosborg (1997, p. 20): “types of texts or genres” by situation of use	Borja Albi (2000, pp. 84–134): “text categories” by discursive situation	Bhatia (2006, pp. 6–7): “system of legal genres” by communicative purposes	Cao (2007, pp. 9–10): “variants or sub-varieties of legal texts” by situation of use
Language of the law (legal documents): • legislation • common law (contracts, deeds)	Prescriptive texts (e.g. acts, statutes, bills, regulations)	Primary genre (legislation)	Legislative texts (e.g. statutes and subordinate laws, international treaties)
Language of the courtroom: • judge declaring the law • judge/counsel exchanges • counsel/witness exchanges	Judicial texts (claim forms, judgments, appeals, writs, orders, etc.) Case-law (decisions of higher courts)	Derived secondary genres (e.g. judgments, cases)	Judicial texts (produced by judicial officers and other legal authorities in judicial processes)
Language in textbooks	Reference works (dictionaries, repositories, encyclopaedias) Scholarly texts (articles, textbooks, manuals, casebooks, manuals, etc.)	Derived enabling (pedagogic) genres: • academic (e.g. textbooks, moots) • professional (e.g. legal memoranda, pleadings)	Legal scholarly texts (scholarly works and commentaries)
Lawyers’ communication: • to other lawyers • to laymen	Law application texts (contracts, deeds, wills, legal briefs, etc.)	Target genres (property conveyance documents, client consultation documents, affidavits, agreements and contracts)	Private legal texts • texts written by lawyers (e.g. contracts, leases, wills and litigation documents) • texts written by non-lawyers (e.g. private agreements, witness statements and other documents used in litigation and other legal situations)
People talking about the law			

Table 2-2. Legal text classifications based on situational parameters (after Prieto Ramos, 2019: 32)

The compilation by Prieto Ramos (Table 2-2) summarises four frequently cited classifications of legal genres. As for Bhatia's classification, Scott observes that these groups of genres correspond to the typical environments where translations are prepared, with primary genres being mainly dealt with within institutions, academic genres being translated by authors or translators in cooperation with authors, while the other two groups of genres being mainly outsourced (2017: 53). Although my own experience includes translating legislation outside of the institution where it was drafted or academic texts without any contact with the authors, the way EU legislation is translated undoubtedly confirms the institutional context (due to the particularities of multilingual EU legislation, its translation can even be seen as a distinct sub-genre of legal translation, according to Biel, 2007).

A different classification, based on the subject-matter of legal texts, was proposed by G mar. The first group includes texts regulating public affairs, such as: laws, regulations, judgments, international treaties. The second one is texts that regulate private affairs, including contracts, administrative and commercial forms, wills and the like. The third group is comprised of scholarly works (cited in  ar evi , 1997: 17).

Moreover,  ar evi  quotes also Bocquet's classification based on the function of legal texts - normative or informative, which corresponds to prescriptive or descriptive functions in legal theory. This classification excludes texts with mainly expressive function (like playdoyers in criminal proceedings) because even expressive elements are rare in legal texts. Therefore, this classification comprises:

- primarily prescriptive texts, which "contain rules of conduct or norms", such as "laws and regulations, codes, contracts, treaties and conventions"; these normative texts can express commands, prohibitions, permissions or authorisations;
- primarily descriptive, but also prescriptive texts, such as judicial decisions and various instruments used in judicial and administrative proceedings ("actions, pleadings, briefs, appeals, requests, petitions, etc."); judicial decisions are a source of law in common law countries and bind lower courts due to doctrine of precedent;
- purely descriptive texts, such as legal opinions, law textbooks, articles, which are not legal instruments, but – depending on the authority ascribed to legal scholarship in a given system – can have indirect influence on the law ( ar evi , 1997: 11-12).

Meanwhile Harvey (2002) points out that there are legal texts with an expressive function, especially ones aimed to persuade the addressee by rhetorical means, e.g. when lawyers address non-lawyers (during a trial with a jury), but also in professional communication with other lawyers: in judicial decisions or academic articles, both of which seek to convince the readers that a certain reasoning is correct. Harvey also observes that function is not inherent in a legal text, but changes depending on the communicative situation and even legislation or contracts, which are certainly prescriptive texts for some recipients, will be informative when read by others, such as potential investors or third-party observers (2002: 179).

Discussing legal genres from a relevance-theoretic perspective, Witczak-Plisiecka (2006: 185) explains that genres as labels are helpful for interpreting documents because they

function as ostensive stimuli and indicate author's/sender's cooperation with their intended/potential audience, instantly directing the addressee and audience's expectations, enhancing efficient use of inference and contributing to increasing the cognitive effect and lessening the processing effort.

Therefore she believes that resistance to changing the "archaic formulae" frequently found in formally fossilised genres, such as wills, may be explained by the addressees' "relative familiarity with the structure and language of wills" (high cognitive effect achieved with low processing effort) and the fact that repeatedly used phrases "rank lower on the processing effort scale" (Witczak-Plisiecka, 2006: 185).

In general, as for legal genres, legal translation studies scholars have so far focused mainly on legislative texts (e.g. Biel, 2014; Chaffey, 1996; Giczela-Pastwa, 2021; Kielar, 2008; Kielar & Miler, 1993; Kierzkowska, 2002; Matulewska, 2009; Rayar, 1993; Šarčević, 1997) and judgments (e.g. Gościński, 2019; Goźdz-Roszkowski, 2018; Goźdz-Roszkowski & Pontrandolfo, 2014, 2022; Koźbiał, 2021; Ondelli, 2014; Pontrandolfo, 2015, 2018), though contract studies have also been a significant strand (e.g. Berezowski, 2012; Diani, 2021; Dobrić Basanež, 2015; Giampieri, 2018, 2023a; Goźdz-Roszkowski, 2011; Matulewska, 2008, 2010; Sycz-Opoń, 2014), but the remaining genres have received less attention (Harvey, 2002: 178; Prieto Ramos, 2014b: 265).

2.5 Legal terminology

The presence of terms is an important feature of legal texts as specialist ones and one of the main features making them hard to understand. What is important when one considers translation between Polish and English is that when lawyers from civil law countries, such as Poland, communicate in English, there is always a risk of misunderstanding because common law terms do not match the terms from any civil law system (Bogdan 1994: 40, in Goddard 2009: 177). Crucially, this mismatch can concern basic concepts of the relevant legal cultures (traditions), such as *equity* (alien to civil law), *rights* (argued to be alien to common law), or pairs of incommensurable or incompatible concepts, such as French *compétence* vs. English *jurisdiction* or French *jurisprudence* vs. English *case law* (Sage-Fuller et al., 2013). In general, the greater the differences between the source and target legal systems, the more challenging LT becomes (Lindroos-Hovinheimo, 2007: 378). But even in legal systems from the same legal family (civil law) and using the same language (French), there may still be significant semantic differences between legal concepts denoted by the same terms (De Leo, 1999). Surprisingly, experts from a single legal system often "argue over the correct meaning of legal concepts", which distinguishes law from disciplines in which definitions of concepts are generally agreed on. The meaning of legal concepts can also change over time, reflecting the changing societal values and norms (Engberg, 2023: 27-28).

Still, according to Jopek-Bosiacka, it is not the terminologicality as such, but rather the particular semantic features of the English legal discourse, such as polysemy, indeterminacy or specialisation, that make it more difficult to understand than other specialist discourses (2021: 46). This may be aggravated by the fact that, unlike in other languages for special purposes, in legal texts the high density of terms is not matched by simpler sentence structures (Mattila, 2018: 113). Additional difficulties may stem from the fact that many legal terms are not single words but multi-word expressions, they are often embedded in collocations (so knowledge of terms must be supplemented with knowledge of collocates) and some may have their non-legal equivalents (Biel & Goźdz-Roszkowski, 2015: 259, 260).

Šarčević observes that the search for equivalents of legal terms cannot be confined to “matching [them] up”, considering that “the basic unit of translation is not the word but the text” (1997: 229). Rejecting simple substitution of words for words and phrases for phrases, she suggests analysing legal systems with a view to addressing the terminological incongruency, which she calls the biggest “threat to uniform interpretation and application of parallel legal texts” (1997: 229). Translators’ choices of terms in the TT are crucial in the process of LT and should be underpinned by domain knowledge, especially when the legal systems involved belong to different families (Jopek-Bosiacka, 2021: 48-51). As Pozzo reminds, LT “implies a complex intellectual work that should be aimed at understanding the ‘deep’ meaning of what we want to translate and at identifying a possible correspondence in the target language” (2015: 73).

2.5.1 Types of legal terms

The terminology that appears in legal texts includes both strictly legal terms and words or expressions from the general language that acquire new meanings in the field of law (Alcaraz Varó & Hughes, 2002: 16-18). Moreover, unlike in exact sciences, where terms are mostly monosemic, i.e. they denote only one object-concept, legal terms tend to be polysemic and their meaning is determined on the basis of context (Jopek-Bosiacka, 2021: 48; Scott, 2017a: 46). Examples of polysemic terms include ones that might be subject to interpretation, such as *family* in family law, whose meaning may or may not cover single-parent families, same-sex marriages (same-sex-parent families), cohabitation, etc., and *child* in the law of succession and criminal law, which may or may not include embryo, foetus or unborn child, depending on the local legal system (Salmi-Tolonen, 2018: 237, 243-244, 249-251). When discussing the challenges of LT, Scott (2017: 45-46) remarks that translation issues may arise with regard to monosemic or polysemic terms (with separate meanings in general language and in law), and even what she calls “redundant words”, e.g. in bi- or multinomials (discussed in more detail in sections 2.2.3.1 and 4.2.3). Legal terms may consist of one or multiple words, even more than ten words, and in addition they are embedded in text by collocations (Biel, 2024b; Biel & Goźdz-Roszkowski, 2015: 259).

Alcaraz Varó & Hughes (2002: 16-18) divide legal terms into three main groups:

- purely technical terms, which are only used in the area of law, both single words (e.g. barrister, estoppel, usufruct) and compound terms (e.g. to bring an action, to serve proceedings), and which are monosemic, sometimes even system-bound terms (e.g. *tort* or *estoppel*);
- semi-technical or mixed terms, that is, words or phrases that are used in both everyday language and in legal language, which makes them polysemic by definition (e.g. *issue*, which may mean ‘children’ or ‘a disputed point’, and *to issue*, which may mean ‘to give out’ or ‘to be served’, on top of the numerous meanings in the general language) and requires translators to pay particular attention to context in order to disambiguate them²⁹; and
- shared or “unmarked” vocabulary, including non-technical terms which do not acquire any special meaning in legal texts, but are fairly frequent in them.

²⁹ Terms from the second category are also problematic for automatic term recognition tools, which fail to catch them (Biel, 2024b).

Somewhere between the category of legal terms having different meanings in legal discourse than in general language and everyday words frequently found in legal texts, certain linguistic peculiarities shared by a given professional community might be placed. Examples of such quirks include the Polish word *przesłanka*, used by lawyers to denote not only *premise*, as per the dictionary definition, but also *criterion*, *circumstance*, *factor*, *condition* or *grounds*, or the word *doktryna* and its equivalents in other civil law countries, which denote legal scholarship as a whole. There are also words that are used unusually frequently in legal discourse, such as *instytucja prawna* (*legal institution*) and *ustawodawca* (*legislator*, *lawmaker*) (Kierzkowska, 2000; Setkowicz-Ryszka, 2023a). Finally, as Biel and Goźdz-Roszkowski (2015: 260) remind, there exist non-legal variants of legal terms, such as *korporacja* or *firma*, both of which are non-legal variants of *spółka* (*company*), or *wyjąć za kaucją* instead of *wyjąć za poręczeniem majątkowym*, both of which refer to *being released on bail bond*, but the former uses a term that means *deposit*.

2.5.2 Consistency

An important remark to make before analysing how legal terms can or should be translated is that they need to be used consistently – which is one of the strategies to make a legal text precise. This means using the same term to denote the same concept and refraining from using the same term to denote different concepts. Both in the ST and in its translation, it is necessary to use the same term throughout the text, rather than several equivalents, to avoid creating the impression that the author refers to different concepts. This makes consistency more important than in other specialist texts (Jopek-Bosiacka, 2021: 25). Importantly, English courts presume that different terms necessarily denote different things, so synonyms should be avoided (Šarčević, 1997: 254).

Apart from terms, lack of consistency may also concern such items as court names. It was found that in translations prepared within a single organization, the United Nations, culture-bound court names of “high legal singularity”, i.e. ones without counterparts in other legal systems, such as *Magistrates Court*, *Tribunal correctionnel* or *Cour d’assises*, were translated with considerable variability. Meanwhile names of courts characterised by greater symmetry or transparency, such as *Supreme Court of Canada*, *Cour d’appel* and *Cour de cassation*, were translated more consistently, with less variability (Guzmán & Prieto Ramos, 2021). But consistency does not mean that a certain term must always be translated in a certain way, regardless of the communicative situation. The same legal term may need to be translated differently depending on many factors, such as the intended recipients (experts vs non-experts), the type of text (e.g. research paper vs press releases) or the country where it is to be read, in case of polycentric languages, which are used in multiple legal systems. Legal translators’ overreliance on glossaries, “understood as lists of static equivalences without contextualization”, may result in misusing equivalents even if they were successfully used in another situation (Way, 2016: 1023).

2.5.3 Dealing with terminology in translation

Šarčević (1997: 13) observes that law is “a national phenomenon” and Harvey (2002: 179-180) describes law as lacking “a common knowledge base or ‘universal operative referents’” and constituting “an amalgam of different systems which have evolved separately and are generally confined within national and linguistic boundaries”. This is why in LT one cannot use “natural equivalents of the target legal system that are identical with their source terms at the conceptual level” but instead should look for the “closest natural equivalent” in the TL, i.e. one “that most accurately conveys the legal sense of the source term

and leads to the desired results”, which may be a daunting task (Šarčević, 1997: 235). Even if a functional equivalent is identified, it may have to be rejected when it is misleading, though it is not easy to determine when exactly an equivalent is misleading (Šarčević, 1997: 236, 241).

Referring to the triangle of reference (sign – concept – object), Šarčević observes that in the natural sciences more or less the same objects exist everywhere, in every society. Meanwhile in law the “objects” (procedures, acts, institutions, etc.) denoted by terms are specific to a given legal system, shaped by the relevant history and culture. Therefore, the conceptual systems differ and the meanings of individual concepts are often incongruent. For instance, on the whole, *contract* has a broader meaning in English law than *contrat* in French law (Šarčević, 1997: 233). Yet, in French law *contrat* includes marriage, unlike in English, German or Italian law, while in German and Italian law donations are contractual, unlike in English law, which shows that differences relating to the very notion of contract “cannot be explained merely on the basis of the common/civil law antithesis” (Pozzo, 2015: 75). We can guess that these differences will matter only in certain contexts, that in most cases they will not prevent *contract* from being translated as *contrat*, but a footnote explaining such a difference may sometimes be necessary.

This lack of full equivalence between terms forces translators to employ a number of compensatory techniques, including comparative law methods, as mentioned in section 2.1.3. Stressing the mutual links between comparative law and LT, Pozzo explains:

Traditionally, problems of legal translation arise from the need to transpose concepts from one language into another in the course of comparative law analysis, with the aim of gaining knowledge, seeking divergences and convergences, unveiling traps and concrete difficulties in finding divergences and convergences in legal terms (2015: 73).

A very different situation occurs when legal concepts and, consequently, terms denoting them do not exist at all in the target legal system. They are called *system-bound terms* and considered untranslatable (Šarčević, 1997: 233). Such truly untranslatable terms (including quite basic ones, like *common law* or *equity*,³⁰ often left untranslated in Polish texts), cause the biggest difficulties and force translators to become terminologists (Pieńkos, 2003: 108). Translators may also have to choose between competing renditions of certain terms, for instance the English term *author* is translated as *autor* [*author*] in the translation of the Berne Convention, but as *twórca* [*creator*] in the Polish Copyright Act of 1994, while the term *author’s economic rights* has been translated as *prawa majątkowe autora* in the Paris Act of Berne Convention and as *prawa zapewniające ochronę interesów autora* in the Universal Copyright Convention, while the term used in the 1994 Copyright Act is *(autorskie) prawa majątkowe* and has become the generally accepted term (Kielar & Lewandowska, 1999: 175, 177). At the level of overall translation strategy, when civil law concepts are translated into English, it is possible to use the more domesticating common law English terminology (COMLET) or the more foreignising civil law English terminology (CIVLET). Both have their drawbacks: COMLET reads well, but is often inaccurate, while CIVLET, although accurate, is considered unidiomatic, hence controversial and not widely accepted (Vitetta, 2024).

³⁰ A thorough discussion of the multiple meanings of *equity* and the possible Polish renditions is provided by Matulewska (2017: 125-127).

2.5.4 Translator's research

As mentioned in the previous section, legal translators should avoid using misleading equivalents. But as we have seen in section 2.2.3.1, legal concepts are often vague or indefinite. In addition, there are also definite concepts that are not defined in legislation or that – even if they have statutory definitions – are redefined directly by courts or indirectly by legal scholars. It is particularly true of common law countries that judges can restrict or broaden definitions of legal concepts, but even in civil law countries analogy may be used to extend a definition to a new case. It should be borne in mind that in civil law countries the position of legal scholars is such that they can affect the way courts define concepts (Šarčević, 1997: 441-442). Much of this influence is owed to the fact that legal scholars engage in dialogue with the judiciary by commenting on court judgments or resolutions (Łętowska, 2005). And in order for comparative terminologists to establish what the essential characteristics of legal concepts are, all original sources have to be examined: legislation, legal scholarship and case law (Šarčević, 1997: 441).

Moreover, in the field of law, one must distinguish between a term's the intension and extension. Monolingual dictionaries usually provide lists of features that constitute the intension. The example given by Šarčević is *bankruptcy*, defined by *Jowitt's Dictionary of English Law* as 'the name given to a variety of judicial or quasi-judicial proceedings, having for 'their main object the distribution of the property of an insolvent person among his creditors'. But its extension, or the class of "transactions, cases, situations or proceedings" to which this legal term applies, is "the various types of insolvency proceedings such as compulsory winding-up, creditor voluntary winding-up, bankruptcy, administration, corporate voluntary arrangements and individual voluntary arrangements" (Šarčević, 1990: 441). With the intension being usually limited to a small number of features, legal terms may have the same intension and differ widely in their extensions. Going back to the example of *bankruptcy*, the German term *Konkurs*, which has the same intension, only covers two types of insolvency proceedings: *Konkurs* and *Vergleichsverfahren*, so there is incongruity of extension, despite congruity of intension (Šarčević, 1990: 441).

Given the complexity of situation, bilingual legal dictionaries are not helpful enough. A dictionary that would satisfy all the needs of a translator should include "definitions, references to legal sources, synonyms, hypo- and hypernyms, equivalents of various types, collocations" or there should be a system of interconnected dictionaries (Szemińska, 2014: 118). Sandrini (2018: 513) observes that one should not speak of multilingual legal terminology, but rather multinational legal terminology, as the concepts, even though expressed in a language, come from a national legal system and should be described in the light of the system. He concludes that this purpose would be served better by a knowledge database, where the information needed for a comparative analysis of legal terms could be stored, rather than by a dictionary (Sandrini, 2018: 517-518). Also Matulewska suggests creating legal term bases for practitioners where they can not only find the meaning of terms, but also relations (semantic and systemic) between various terms and identify the communicative needs of potential recipients (2016: 81). A practical attempt to create translation-oriented dictionary entries for culture-bound terms found in licence contracts is described by Carmen Bestué. Based on "a thorough analysis of the legal context of the source legal culture, and of the regulatory instruments for the matter in the target legal system, including consultation with legal scholars in both jurisdictions" it was possible to provide suggested solutions of different kinds (e.g.

functional equivalents, borrowings, lexical expansions, etc.), justify the recommended solutions and list ones that are not recommended (Bestué, 2019: 140).

Faced with lack of systems of dictionaries or knowledge databases, legal translators have to do extensive research to find relevant information. The external sources of information currently used by translators are mainly web-based and in addition to non-collaborative and existing sources, such as dictionaries, glossaries and encyclopaedias, there are also collaborative sources (fora, mailing lists, social networks, wikis) and sources created by translators themselves, in particular web and corpus queries. The latter may be a rich source of information even when one does not use the links and only reads the text visible in the search engine (Paradowska, 2021: 61-63, 66). Yet, the web needs to be used skilfully and critically due to its limitations as a source of knowledge: it is unstable, there is too much information, the sources of information cannot be always verified, the results are ranked according to commercial algorithms and quantitative information may be distorted by duplicates (Giampieri, 2018: 38-39, 2020: 85, 2023: 29-30).

Engberg suggests frame approach for structuring knowledge about legal terms, that is, examining the various slots filled by a given term in texts, not just definitions. Apart from reflecting the fact that knowledge is memorised in associative and extensible networks, “a frame is also a unit of organization that binds together lexical units connected to each other by experience or by their belonging to the same part of for instance specialized legal knowledge or expert action” (Engberg, 2023: 20). This approach, where concepts from two languages are analysed not only in terms of their meaning, but also in the various contexts they appear in, may help translators evaluate their own translation choices or translation proposals they find e.g. in dictionaries, while taking into account the constraints of the particular translation task (Engberg, 2024). This is consistent with the claim that full meaning of legal terms arises “through communication within the legal system”, which requires some knowledge of that system (Lindroos-Hovinheimo, 2007: 375). Engberg (2023) finds elements of frame approach in certain terminological initiatives or in studies devoted to modelling the knowledge on which legal texts are based.

Information sources which help solve LT problems include legislative instruments, parallel texts, bilingual and monolingual legal dictionaries, legal websites, online bilingual concordancers, translators’ fora, corpora or Web-as-Corpus, even other languages, such as Latin or German (Setkowicz-Ryszka, 2022b: 120-123). Latin expressions are present in all legal languages, so considering that Roman law “has influenced all modern legal systems”, including English law (Mattila, 2013: 161), the old *lingua franca* of Europe may help find links between legal terms from various systems (Setkowicz-Ryszka, 2022f: 226-229). German can be useful, too, thanks to high-quality bilingual German-English dictionaries prepared by comparative law experts, using the methodology developed by Internationales Institut für Rechts- und Verwaltungssprache in Berlin (Šarčević, 1997: 237; Soriano-Barabino, 2016: 162-164) and the fact that German law influenced Polish law, while some Polish legal terms were borrowed from German (Matulewska, 2007: 192-193).

As for legal language corpora, what is highly valuable for translators is parallel (uni- or bidirectional) corpora, made up of source and target texts, which can assist them in decision-making (Anesa 2022: 112). As many translators work alone, as demonstrated by the high percentage of freelancers in the profession (Krajcso, 2018; Pym et al., 2012: 88-90), a parallel corpus may replace discussions with colleagues and help one avoid reinventing the wheel. Importantly, corpora (TMs, bitexts) are also used by MT algorithms

(Bernardini, 2022: 486). Comparable corpora, which contain texts not related by translation (though some translated texts may appear in them), but grouped according to such criteria as theme, register, audience, etc., may be more useful in examining cross-linguistic variation (Anesa, 2022: 112). Yet, private legal documents, such as contracts, are underrepresented in corpora of legal language, mainly for reasons of confidentiality (exceptions include, e.g. Curtotti & McCreath, 2011; Dobrić Basanež, 2015; Faber & Lauridsen, 1991; Funaki et al., 2020; Goźdz-Roszkowski, 2011). The same goes for professional legal genres, used in everyday practice of lawyers (Hartig & Lu, 2014: 88). Thus, corpora of legislation, especially EU legislation, or court judgments are much easier to find (Anesa, 2022: 115; Giampieri, 2023: 27-28). Many existing are only available in the research institutions where they were created, while monolingual corpora are easier to find than parallel or comparable ones (Pontrandolfo, 2012).

In LT practice, corpora offer many benefits: they can help in term extraction and cross-language evaluation of legal concepts, analysis of collocations in the legal language as a specialist one, stylistic studies, defining the frequency of specific words and expressions, resulting in texts that are “stylistically appropriate, given the specific context of use and genre-specific conventions” (Anesa, 2022: 117). Corpora, especially collocations and broader context that can be studied in them, can also inform the frame approach advocated by Engberg (2017, 2023). Use of corpora and web as corpus can also lead to higher quality (more natural language) of post-edited legal texts, even if the process takes more time (Giampieri, 2023:119-120). Practicing legal translators seem to appreciate small corpora of specialised texts for the purpose of solving translation problems if consulting them is not too time consuming (Scott, 2012), although there are few corpora enthusiasts among legal translators (Bernardini, 2006). The use of such small specialised corpora by LT professionals and lawyers is advocated to enable them to observe how terms and phrases are used in authentic texts and thus to improve their knowledge (Giampieri, 2022), while lack of training in this field is identified as the main reason why few translators use them (Giampieri & Milani, 2021: 58-59), despite the existence of free tools for corpus compilation, such as BootCaT (Baroni & Bernardini, 2004), or for corpus queries, such as AncConc (used e.g. in Scott, 2012) or LancsBox (used e.g. in Marín Pérez, 2017). But when taught to compile DIY corpora for specific tasks, translators consider the task relatively easy, while the tool useful as it reduces their reliance on other sources (Scott, 2012).

2.5.5 Matching up terms’ features

In the search for functional equivalents of legal terms, Šarčević suggests analysing the “constituent features or characteristics of particular concepts”, dividing them into *essentialia*, or necessary features, and *accidentalia*, or additional ones, and then “matching up the characteristics of the two terms” (Šarčević, 1997: 237). A practical application of this model, borrowed from comparative law, is presented by Lukasz Iluk, who compares certain lease-related terms in the Polish Civil Code and the Louisiana Civil Code (LCC) determining their features from the provisions of both codes (2016: 49-55). The comparison of features of the Polish term *naprawy konieczne* regulated in Article 663 in conjunction with Article 662(1) and equivalent features described in Articles 2691 and 2694 LCC is presented in Table 2-3.

Constitutive features of the term <i>naprawy konieczne</i>	Equivalent features in LCC
naprawy obciążają wynajmującego	the lessor is bound to make repairs
rzecz w stanie przydatnym do umówionego użytku i utrzymywać ją w takim stanie	maintain the thing in a condition suitable for the purpose (lease)
najemca może dokonać koniecznych napraw na koszt wynajmującego	lessee may cause them to be made, lessee may demand immediate reimbursement for the repair, repair was necessary

Table 2-3. Comparison of constitutive features of a legal term (*naprawy konieczne*) on the basis of provisions of the Polish Civil Code and the Louisiana Civil Code (after Iluk, 2016: 52)

On the basis of the above comparison, Iluk finds that the conceptual scopes are fully consistent, meaning that *necessary repairs* is fully equivalent with the Polish term *naprawy konieczne* (Iluk, 2016: 52). An important reservation should be made here: this equivalent is certainly valid in Louisiana, but in many other states or countries its validity will be based on the fairly transparent wording rather than its recognition as a term used in legislation. Moreover, from a translator's point of view, the situation is rarely as comfortable as in the above case. In common law countries, contract-related matters are rarely regulated in legislation, so finding the information to enable such a comparison involves more research. Secondly and more importantly, the constitutive features rarely match up so nicely. Still, if all the essential characteristics of the source concept and its functional equivalent match up, a mismatch of some non-essential characteristics does not mean that the concepts are not identical (Šarčević, 1997: 237). For instance, in Iluk's analysis of the second term, *nakłady konieczne*, whose functional equivalent is established as *necessary expenses*, there appears a difference between the two concepts. The Polish Civil Code mentions good faith in making such expenses, while in the LCC the good or bad faith of the person making the expenses is irrelevant (2016: 53-54).

Small differences between terms that seem unproblematic as functional equivalents can be important when laws are applied in real-life situations. Wilson (2023) compares *road traffic accident (collision)*, a term used in England and Wales, and *wypadek drogowy*, a Polish term. Neither of them is defined in the respective statute (Road Traffic Act and *Prawo o ruchu drogowym*), yet their shared features include: "(1) the presence/involvement of a vehicle (2) in an incident on a road, leading to (3) harm caused to a third party or their property" (Wilson, 2023: 7). A comparison of constitutive features of these two terms might lead to the conclusion that they are equivalents. Yet, the differences in what is considered to be a vehicle, whether the scene of the accident is limited to roads or includes also other public places, and the fact that the Polish word *kolizja* is seen as less serious than *wypadek*, while *collision* is synonymous with *accident*, but recommended when serious injuries or death occurred, may lead to misunderstandings. A person can fail to disclose having been involved in what would be classified as a *road traffic accident* under English law because of these seemingly non-essential differences, with procedural consequences such as losing credibility as a witness or having to pay for new medical evidence (Wilson, 2023: 8-9). Meanwhile avoiding misleading solutions is the main factor that limits the translator's choice of strategies (Bestué, 2019: 135).

Louise Rayar, one of the translators of the Dutch Penal Code into English, explains how a translator needs to delineate the legal terms, relying on "explanations and interpretations from commentaries [...] by authoritative writers, [...] the parliamentary history of a particular provision and [...] case law" (Rayar,

1993: 65). She also emphasises the role of consultations with experts: native and foreign lawyers and native speakers of the TL. She observes that the preferred composition of the team of experts working jointly on a large legal translation project should be “lawyers with an affinity for languages and translators with a more than basic knowledge of the various legal systems and traditions” (Rayar, 1993: 71).

The dimensions to be considered by translators in terminological decision-making include:

- the communicative situation,
- the text delivery form and quality,
- the text force/legal effect,
- the text purpose/function,
- the time of text creation,
- the text language variety and variation,
- the lect (language) of the text,
- the legal system in which the text is embedded,
- the branch of law to which the text refers, and
- the text genre (Matulewska, 2017: 27).

Of the above dimensions, the most relevant ones for the Polish-English pair include language variety, branch (sub-branch) of law, lect, genre and time of text creation (Matulewska, 2017: 129). With English being the official language of many countries, considering the dimension of language variety can lead the translator to choose one of many equivalents. For instance, *wywłaszczenie* can be translated as *expropriation*, *compulsory purchase*, *compulsory acquisition*, *resumption* or *condemnation*, depending on the legal system where the translation is to be used (Matulewska, 2017: 129-133). On top of the national varieties, there are sometimes considerable terminological differences between legal systems of different states in the US (Matulewska, 2017: 143-144). By considering the relevant branch of law, a translator can choose between quasi-synonymous terms, such as the Polish *pozew*, *wniosek* and *akt oskarżenia*, all of which can start judicial proceedings, but in different – civil or criminal – procedures (Matulewska, 2017: 134-136). The dimensions of lect and text genre are important in that not only are there differences between legislation and the vernacular, but sometimes the terminology used in statutes and contracts may differ. An example is the names of parties to a *umowa leasingu* [*lease*], which are called *korzystający* [*user*] and *finansujący* [*finance provider*] in the Civil Code, but *leasingobiorca* and *leasingodawca* in contracts (Matulewska, 2017: 137-139). Finally, the dimension of time clearly matters when one compares statutes drafted at a long time interval. The Polish term denoting intestate successors was *dziedzicowie ustawowi* in a statute adopted in 1926, but *spadkobiercy ustawowi* in 1964 (Matulewska, 2017: 141-143).

2.5.6 Degrees of equivalence between legal terms

Although the equivalence or lack of equivalence between legal terms from various systems can be said to constitute a continuum, it is useful to distinguish three main degrees of equivalence: near equivalence, partial equivalence and non-equivalence, depending on the number of features shared by the source concept and the candidate target concept. In line with the methodology employed by Internationales Institut für Rechts- und Verwaltungssprache in Berlin, characteristics of a concept need to be determined and classified as essential or accidental and then evaluated by matching up (Šarčević, 1997: 237).

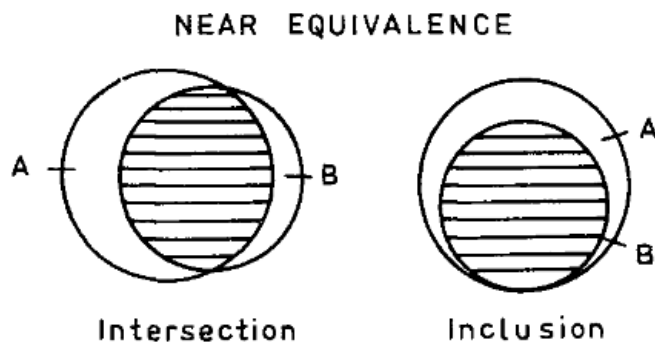


Figure 2-2. Graphical representation of near equivalence (after Šarčević, 1990: 440)

In the **near equivalence** scenario, the two concepts share all essential features and most accidental features or when one concept includes all features of the other one but has some extra ones, while the other, narrower concept contains all essential and most accidental features of the broader one (Šarčević, 1997: 238). Both cases of near equivalence are presented graphically in Figure 2-2.

Partial equivalence happens much more frequently in case of functional equivalents. In this scenario, the two terms either share most essential features and some accidental ones, or, like in near equivalence, the broader concept covers all features of the narrower one, though the narrower one contains most essential and some accidental features of the broader one (Šarčević, 1997: 239), as shown in Figure 2-3.

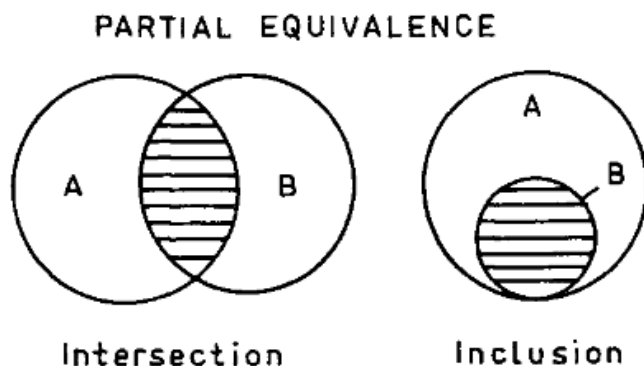


Figure 2-3. Graphical representation of partial equivalence (after Šarčević, 1990: 440)

The last case, **non-equivalence**, is where the two concepts share just a few or even none of the essential features. They can be represented graphically by intersection or inclusion, like in near or partial equivalence, with a much smaller shared area, but also by two circles that do not intersect at all. Terms that share a negligible number of features are unacceptable as functional equivalents or there is simply no functional equivalent in the target system (Šarčević, 1997: 239).

Armed with this knowledge, a legal translator can consider what to do in order to best compensate for less-than-full equivalence. In this endeavour, it may be necessary to look at the details of structural differences between legal systems to establish superordinate, coordinate and subordinate concepts, to

see how a concept fits in with a broader system, rather than just focus on isolated terms. For instance, the English *mortgage* and the French *hypothèque* are functional equivalents but only to the extent of real mortgage (on real estate). The problem is that in common law there is also *chattel mortgage*, established on chattels real (leaseholds) or chattels personal (personal property), which does not have a French equivalent at the same level of abstraction, but there is a superordinate concept of *créances mobilières* (Šarčević, 1997: 242-244). Another aspect to consider is the scope of application, which may exclude the use of a potential functional equivalent in a certain context. So, in the example of *mortgage* and *hypothèque*, the latter term can always be translated as *mortgage*, while the former can be translated as *hypothèque* only if it refers to real property (Šarčević, 1997: 245). The legal effect of a concept can also be important for determining if a functional equivalent is acceptable. So, it may not be possible to use *mortgage* and *hypothèque* as synonyms, because “a mortgage effects the actual conveyance of legal title to the creditor”, whereas a *hypothèque* only creates “a charge on the property of the debtor, not a title”. As lawyers from different countries have different expectations as to the consequences of establishing one or the other, treating them as equivalents can cause confusion (Šarčević, 1997: 246-247).

2.5.7 Strategies to compensate for terminological incongruence

Any translation strategy should be adopted after consideration of such factors as the type and function of the text, the communicative situation, extralinguistic aspects, recipient(s) and any client’s requirements (Kierzkowska, 2002: 76-85). In LT, the type of recipient is very important, because the understanding of foreign law is inevitably affected by the experience of and knowledge about the law of the recipient’s country of origin. So, the overall orientation can be towards the SL or TL legal system, or international audience. But it should be borne in mind that the overall strategy limits the translator’s freedom in the choice of terminological equivalents (Wilson, 2023: 11). The options are discussed in the following subsections.

2.5.7.1 Lexical expansion

Lexical expansion means modifying concepts that do exist in the target legal system by expanding or narrowing down their meaning. With regard to the *mortgage-hypothèque* problem, discussed above, the lack of a French term for *chattel mortgage* (mortgage on movable property) can be compensated for by coining a new one: *hypothèque mobilière* or *hypothèque sur biens meubles/mobilières* that extends the meaning to movables. As these terms also have different legal effect, in order to expand *hypothèque* to include conveyance of title, another new term - *hypothèque translatrice* or even *hypothèque translatrice mobilière* - may be used with respect to movable property. Even though, in modern usage, common law mortgage can mean just a charge that does not automatically create a title, the fact that the classical concept of mortgage does include it makes it more appropriate to render the French term in English as *mortgage without conveyance*, removing potential doubts (Šarčević, 1997: 250-251).

2.5.7.2 Descriptive paraphrases and definitions

What is considered the most effective strategy of compensating for lack of equivalence between legal terms is “to spell out the intended meaning in neutral language that can be understood by lawyers worldwide”, especially in case of international law instruments with multiple parallel versions and little judicial control. If technical legal terms known from national legal systems cannot be adequately translated using terms from other systems, they can be explained. The benefit is substantive symmetry,

even though symmetry at textual level is not retained, which may be inconsistent with a more conservative idea of what a translation should be like (Šarčević, 1997: 252-253). An example of this technique can be the translation of the French term *ordre public* used in Article 5 of the 1971 Hague Convention on the Recognition and Enforcement of Foreign Judgments in Civil and Commercial Matters. In order to compensate for the differences in meaning between *ordre public* and *public policy*, the English version of this provision, which lists grounds for refusal to recognise or enforce a decision, expands the expression “manifestement incompatible avec l’ordre public de l’Etat requis” as “manifestly incompatible with the *public policy of the State addressed or with due process of law or if, in the circumstances, either Party had no adequate opportunity fairly to present his case*” (Šarčević, 1997: 253, emphasis added).

2.5.7.3 Alternative equivalents

If no adequate functional equivalent can be found and the two methods described above cannot compensate for terminological incongruency, translators need to reach for alternative equivalents.

A **neutral, non-technical term** might be the best solution when the meaning is to be independent of any particular legal system, as is the case of multilateral instruments of international law. Their meaning is usually broader than that of technical terms and if it is not clear, definitions may be added. A good illustration of the problem of technical terms is the English *domicile* and the etymologically related terms in other languages (German: *Domizil*, Spanish and Italian: *domicilio*, French: *domicile*), which are *faux amis* due to the conceptual differences between different systems. This is why it was replaced with *habitual residence* and *résidence habituelle*, while states parties were also allowed to define and use *domicile* in supplementary bilateral agreements in case of incongruent national terms (Šarčević, 1997: 255-256).

Borrowings are seen as last-resort solutions by linguists, though lawyers have a more favourable attitude to them, as an efficient way to communicate that, for instance, an instrument of international law uses a different concept than the one used in national law. Such was the origin of terms *force majeure* and *hardship* in parallel texts of all instruments drafted by the International Institute for the Unification of Private Law (Šarčević, 1997: 257). For a term discussed above, *ordre public*, a borrowing was used in brackets in Article 18 of the Hague Convention on the Law Applicable to the Estates of Deceased Persons next to the narrower English term *public policy*, removing the need to elaborate on the *due process* element of *ordre public* (Šarčević, 1997: 256). Due to the “unsatisfactory and misleading” nature of *fiducia* or *Treuhand* as equivalents of the common law *trust*, the forms *le trust* and *le trustee* were introduced in the Hague Convention on the Law Applicable to Trusts and on their Recognition. Yet, this solution sparked debates about the Convention’s scope of application, which demonstrates the importance a single term may have (Šarčević, 1997: 257-258). Frequently used borrowings can turn into naturalisations, i.e. phonologically and graphically modified borrowings, which resemble TL words (Šarčević, 1997: 258).

Literal equivalents are another option when no functional equivalent exists. For instance the French *cour d’appel* can be translated as *court of appeal*, even though the former reconsiders questions of fact and questions of law, the latter only questions of law. Yet a more neutral term, *court of review*, was not accepted (Šarčević, 1997: 259). Perhaps remembering to always resist the use of a cognate term proved too cognitively demanding or the name was too confusing. Many literal equivalents have been introduced in Canada: *bail à vie* – *lease for life* or *action personnelle* – *personal action*. There have, however, been

criticisms of literal equivalents *bien corporel* – *corporeal property* and *bien réel* – *real property*, as well as disputes whether *common law* (borrowing) or *droit commun* (literal equivalent) should be used in French (Šarčević, 1997: 260). In the EU, efforts to introduce new terms in all the official languages involve refraining from “using existing national legal terms to designate new Community concepts” and creating new ones “which are reasonably transparent and can be easily translated”. The idea that terms need to be easily recognisable that gave priority to literal equivalents (Šarčević, 1997: 261).

In the case of **neologisms**, rather than modifying the meaning of existing legal terms, legal meaning is assigned to words from the general language or special languages. For instance, *continental shelf*, a geographical term, was used in the Convention on the Continental Shelf, but the legal concept was inconsistent with the physical concept, which gave rise to disputes. The term was further defined in the Convention on the Law of the Sea, and all language versions use the respective geographical terms (Šarčević, 1997: 262). It is more problematic when existing terms are used as neologisms to denote an object, a relationship or a procedure that does not exist in the target culture. In some cases, when this element of reality (or a similar one) existed in the past, an archaism can become a neologism. Such is the case of *préclusion*, a French term used only in the 15th and 16th centuries, which replaced the direct borrowing of English *estoppel* in Canada. Finally, legal neologisms can be borrowed from third countries, e.g. the Scottish *hypothec* for *hypothèque* in English translations of civil law legislation in Quebec (Šarčević, 1997: 262-263).

Latin equivalents were often suggested as translations of either civil law or common law terms, since Latin was once the *lingua franca* of western civilisation. There are, however, problems with this solution as well. Latin had a different role in civil law systems, which experienced a “renewal” thanks to Roman law. In English law, it was the dominant language in the 11th and 12th centuries, and remained the written language of the law even longer, but Latin borrowings “are generally used in a sense that is peculiar to English law” (Šarčević, 1997: 263). To illustrate this, not always helpful, status of Latin in legal translation, Šarčević cites the example of *in personam* and *in rem* in English law, which are used in English law in a sense that is “almost impossible to convey to continental lawyers”. The distinction between *rights in rem* and *rights in personam* is based, though not accurately, on the Roman one between *actio in rem* and *actio in personam*, but at the same time *right in rem* is also used to denote civil law concepts of *droit réel*, *diritto reale*, *derecho reale*, etc. The meaning of *bona fides*, a term used in both international law and in national laws, differs between English law and continental law, or even between French and German law, where convergence could be expected (Šarčević, 1997: 263). Latin may create problems in translation due to the “national colouring” Latin expressions take, making them *faux amis* rather than reliable alternative equivalents. In EU law, Latin phrases may appear in all or only some language versions or may be introduced in some versions as translations of non-Latin non-technical legal terms (Šarčević, 1997: 264).

2.5.7.4 Choosing from among alternative solutions

A slightly different classification of solutions, in terms of order in which they are to be suggested, but not very substantively different one, was suggested by Rayar based on her experience of translating the Dutch Penal Code into English. Her options to apply when no equivalent can be found include:

- hierarchical switch to a superordinate TL term;

- “stretching” TL terms, e.g. by adding adjectives to a basic term to enable distinguishing between several categories present in the SL;
- creating neologisms to avoid confusing the reader by a borrowing, while signalling the conceptual differences;
- paraphrasing (explaining) a term, which technique should be used with caution as it makes the text longer and less readable;
- maintaining the SL term, i.e., borrowing, which she calls the “ultimate remedy”, as it decreases the readability and comprehensibility of the translation; or
- falling back on Latin terminology, which is another option to be avoided due to lack of full equivalence between Latin terms and modern legal terms and the need for the reader to be familiar with Roman law (Rayar, 1993: 69-70).

Another useful summary of the available strategies in terms of contexts in which a problematic term appears is provided by Carmen Bestué on the basis of comparative-law literature. Using the French term *cassation* she shows a number of proposed translations in different types of texts (Table 2-4).

<i>Context</i>	<i>Translation technique</i>	<i>Proposed translations</i>
Research paper on comparative law	Borrowing	<i>Cassation</i>
Judicial resolution translated for informative purposes	• Combination of borrowing and gloss • Paraphrasing with a descriptive equivalent • Gloss	• Cassation appeal • Highest French civil and criminal appeal • Quashing of judgment
Newspaper or other documents addressed to non-experts	Functional equivalent adding a descriptor	• Appeal to the French Supreme Court • Appeal
Rogatory Letter or other documents addressed to experts	Borrowing or calque combined with explanatory note, if needed	• Cassation appeal • <i>Cassation</i> • Translator’s note: the function of the <i>pourvoi en cassation</i> is to verify that the decisions of the lower courts do not conflict with some point of law. It does not make any fresh assessment of the facts.

Table 2-4. Translation techniques and specific translations of the French term *cassation* into English (after Bestué, 2019)

The above array of strategies and related risks seems to sufficiently justify comparing the translation of legal terminology to a minefield. Therefore terminological research becomes a very important area of LT competence, as recognised in the competence models that will be discussed in section 3.1. Indeed, as Prieto Ramos points out, such research is similar to “documentary skills of comparative law practitioners” and requires subject-matter legal knowledge (Prieto Ramos, 2021: 280). Inability to identify the problems in LT, especially the ones caused by the system-bound nature of legal terms, and then conduct proper research to solve them successfully may be the source of serious and costly errors. These errors are discussed in the following section, the last one before a discussion of LT competence models.

2.6 Errors in legal translation

Like in any translation, or, more broadly, in any constrained language production, there may be many sources of errors in LT. Hansen cautiously defines translation errors as instances where “something has gone wrong during the transfer and movement from the ST to the TT” – misunderstanding the ST, inaccurate rendition of ST contents, factual mistakes, wrong terminology or style, as well as interferences between the ST and the TT (2010: 385). However, she also explains that our perception of errors depends on our theoretical approach to translation: if we focus on the equivalence between the ST and the TT, then lack of equivalence constitutes an error, while in more functionalistic/*skopos*-based approaches it is failure to fulfil the TT’s function or failure to meet the receiver’s expectations – that is, failures to adhere to the translation brief – that give rise to errors (Hansen, 2010: 385-386).

According to Hejwowski, translation errors may result from excessive “faithfulness” to the ST, including blind reliance on dictionaries, opting for the most commonly used equivalents, using calques of foreign expressions, false friends or unnecessary borrowings. Errors may also result from misinterpreting the ST, or – even if the ST is interpreted correctly – they may appear at the realisation stage: for instance, due to wrong evaluation of the TT recipients’ knowledge or insufficient knowledge of the subject-matter, as well as simple TL errors (e.g. inexistent collocations). There are errors caused by the application of wrong translation strategies or techniques, additions, omissions, adding too many or too few footnotes, taking liberties to correct (improve) the ST or changing the text’s intertextuality (Hejwowski, 2004: 203-232).

Error typologies used in the translation industry vary considerably, but they usually focus on language (fluency), terminology, accuracy (omissions, additions, meaning errors) and style (tone, register, language variants). Less often, they mention country standards, mistranslation or consistency as separate categories, though consistency also appears in the context of terminology, while mistranslations may be a specific kind of accuracy errors. Some typologies also distinguish desktop publishing and user interface errors, which are not language-related errors. Errors can have different weights or severity: with most typologies distinguishing at least minor, major or critical errors (O’Brien, 2012a: 60-62). Critical errors are defined either from the perspective of risk as errors in high-risk segments of text, i.e. errors leading to serious violations of the process of communication and/or causing losses for the recipients, or from the translational perspective as significant changes in meaning, reducing the document’s usability, also referred to as major or fatal errors (Dybiec-Gajer, 2013: 186-187). An example of a critical error is an error in medical documentation which negatively affects a patient’s health (Dybiec-Gajer, 2013: 189). The potential for such errors may be the reason why MT providers exclude the application of such systems to, e.g. medical or military texts, or texts relating to critical infrastructure (Wołoszyk, 2018).

2.6.1 Human errors in LT

As legal texts are often high-stakes texts: they may have far-reaching consequences for parties involved, legal translation errors may be expensive. In case of legislative instruments, a simple omission of negation dramatically changes the legal consequences or the scope of application. In the case of EU legislation, where all language versions are treated as originals, errors need to be rectified in a special procedure (Dybiec-Gajer, 2013: 188-189). Examples of repercussions of errors in legal translations include:

financial loss at individual, business, State and European levels; costs to businesses and national economies; loss of opportunity; failed transactions; reputational damage; infringed or denied rights; financial or professional liability; perverting the course of justice; failed or hampered enforcement whether in civil or criminal matters, including serious and organised crime; hindrances to cross-border mutual assistance in criminal matters; failed government initiatives; and the impairment of legal security and certainty (Scott & O'Shea, 2021: 1371)

When perceived from the perspective of fitness for purpose (mentioned in subsection 1.5.1), substantive equivalence is very important in LT, otherwise different language versions may “set out different rights, freedoms and duties”, with potentially “far-reaching implications in terms of social justice and the processes of social inclusion and exclusion” in case of bilingual legislation (Girard & Peach, 2024: 176). Inaccurate or incomplete translations used in court can influence the result of the case, but mistranslations in legal instruments can affect the way courts work and “pose problems for the implementation and expediency of justice” (Byrne, 2007: 4), sometimes forcing courts to compare different language versions (Bajčić, 2023). An oft-cited example is the translation of the 1929 Warsaw Convention (for the Unification of Certain Rules Relating to International Carriage by Air) from French to English, where the translator removed an ambiguity from the text with the consequence of releasing airlines from part of their liability (*wounding* being a more specific word than *injury*) (Byrne, 2007: 4-5). If legal translations are used in court, they “can make the difference between a win and a loss” (Scott & O'Shea, 2021: 1351). In the business context, the belief about LT being expensive should be reconsidered with reference to the figures involved in lost tenders, financial losses due to mistranslated contracts, investments being rejected or fines imposed (Scott & O'Shea, 2021: 1351-1356), so failed legal translations translate into real-world losses or failed transactions (O'Shea, 2020).

Wilson soberingly reminds that, in the context of human rights enshrined in the European Convention for the Protection of Human Rights and Fundamental Freedoms (ECHR), “miscommunication of criminal charges entails the risk of infringement of the defendant’s Article 6 rights” (2023: 9). Providing an example of the English (inchoate) offence of going equipped for theft or burglary and the Polish petty offence of possession of skeleton keys and similar tools, she warns that the same activities may be classified as a criminal act in one jurisdiction and not in the other (Wilson, 2023: 9). This can result in misinterpreting the gravity of the offence or foreign criminal record with potentially serious procedural consequences, including “wrong assessment of the defendant’s propensity to reoffend and/or their credibility”, which can ultimately affect the conviction and sentence (Wilson, 2023: 10). Poor interpreting after arrest and during a criminal trial resulted in a serious miscarriage of justice in the notorious Melbourne case. In this case, five Japanese tourists – initially unaware of the gravity of their situation and then unable to communicate efficiently with their legal aid lawyers – received long prison sentences for smuggling heroin into Australia (Nakane, 2007; Piller, 2017: 89-90). They had served over ten years of their sentences before inconsistencies in trial transcripts and witness statements were discovered (Rule, 2002).

Sometimes, a dispute between parties might hinge on the translation of a particular term or expression. Chromá cites a case where the determination whether or not a contract had been broken depended on the meaning of the phrase *subsidiaries and affiliates*, which is an English doublet “covering all types of entities interconnected either structurally or financially, or structurally and financially”, while the

translation into Czech mentioned two types of “strictly defined business entities under Czech law”. Such narrower scope excluded a breach of contract (2014: 127). The judgment could have been reversed on appeal, but this error certainly cost the parties time and money. As for the use of English as a *lingua franca*, a Czech translation of a legal opinion discussing some matters of German law in English was rejected by Czech lawyers as one that did not make sense. They claimed that the English version was perfectly understandable. At least some of the alleged errors were reportedly caused by “ambiguous use of English terms by the author” or by “expressing relevant German legal institutions in English in a way that hindered their competent interpretation” (Chromá, 2014: 131). This is a good example of how English, despite its potential as the vehicle of global understanding, can also lead to misunderstanding (Spichinger, 2020: 16). It can also be a warning that a legal translator of English may need some knowledge of other legal systems beyond the systems of their working languages. In my practice, resorting to Italian or Russian versions of contracts has sometimes helped me determine what the English version tried to express.

Any translation errors constitute a reputation risk: “the translations represent the company and any flaws, mistakes or imperfections reflect badly upon the company much as dirty fingernails reflect badly upon a surgeon” (Byrne, 2007: 9). Scott and O’Shea cite examples of errors on tourism and law firms’ websites and their potential impact on the reputation of the state or firm concerned (2021: 1357). They mention US discussions about the possibility of finding legal professionals – who often fail to appreciate the complexity of LT – to commit “an ethical violation by failing to properly consider translation issues in their handling of cases” (Scott & O’Shea, 2021: 1367). In LT, even failures to adhere to genre conventions, such as unusual exponents of deontic modality – obligation or permission – in EU legislation translated before accession compared to non-translated Polish legislation, may contribute to “hostile reception” or “distract the reader from the content” of such texts (Biel, 2014: 350). Pozzo (2015: 73) warns of two main dangers in LT: being unfaithful to the source culture or making the TT unintelligible.

Šarčević cites advice from lawyers who say that the equivalents of SL legal terms should not be misleading (1997: 236). Mattila (2013: 359-360) classifies problematic literal translations of legal terms as either void literal translations, where the term used by the translator “is meaningless to a foreigner”, or, more dangerous, misleading literal translations, that is, ones where the term used in the TL suggests different functions of a given legal institution. In the second category, he distinguishes:

- manifestly misleading translations (similar designations but different underlying concepts);
- translations which are misleading due to polysemy (identical legal concept denoted by similar SL and TL terms in some contexts, but different concepts in other contexts); and
- misleading legal nuances (different connotations of terms in source and target legal systems, such as *court* and *tribunal* and their cognates) (Mattila, 2013: 360-362).

Specific examples of misleading literal translations – though not referred to as such, but as “cultural clashes” – are provided by Kielar in her critical remarks about the translation of the Polish Constitution. One of them is *Marshal of the Sejm*, a literal translation of *Marszałek Sejmu*, which unnecessarily evokes military associations. Marshal can also mean a law-enforcement officer or an official accompanying a judge on circuit, among other things. Meanwhile the person having a similar role in the British Parliament is the Speaker (Kielar, 2008: 27-28). She discusses the dilemma a translator faces in the context of terms

projekt ustawy (bill) and *ustawa (law)*. In the UK and the US, a bill becomes a law only when it is signed by the monarch or the president. But in the Polish Constitution the term *ustawa* is used as soon as the bill is passed by the lower chamber of the Parliament, when it can still be amended by the Senate, found unconstitutional by the Constitutional Court, that is, when it is not certain if the President of the Republic will sign it. Here the choice is between a literal translation (*law*) provided with a commentary or a less literal translation (*bill*) that will be less shocking to persons familiar with the legislative process in the US or the UK (Kielar, 2008: 26-27). Finally, the fact that the phrase *na wniosek* is only translated as *on the motion of*, when it can also mean *on the recommendation of* or *at the request of*, this may create the impression that very few procedures are applied in Poland (Kielar, 2008: 28).

Referring to the problem of synonyms and quasi-synonyms that appear in legal texts, Matulewska (2017: 51) points out two main types of terminological errors made by amateur translators and beginners:

- resorting to the first dictionary equivalent, with a focus on referential meaning and disregarding pragmatic meaning, largely conditioned by context;
- failing to analyse the text to determine whether the terms used in it are absolute or quasi synonyms in a given context.

Matulewska (2017: 52-55) provides examples of several kinds of more fine-grained terminological errors in interlingual translations of legal texts. Some are caused by a wrong choice of what she refers to as *lects*, such as translating *adoption* as *adopcja* (a term from the vernacular *lect*, one which might appear in a newspaper) rather than *przysposobienie* (a term from the legal *lect*, used in legislation). This kind of errors results from the existence of legal and non-legal (or vernacular) variants of terms, as discussed in section 2.5.1. Other factors to consider in the choice of term whether it is (still) used in the language of the recipient. For example, the choice between the terms *claimant*, *petitioner* and *plaintiff* as equivalents of the Polish *powód (strona powodowa)* should depend on whether the text is to be read in the UK (*claimant*) or in the US (*plaintiff* or *petitioner*) (Matulewska, 2017: 66-68). I would add that in the UK the time factor can also play a role, so it is imaginable that in a text referring to the situation before the reform of civil procedure terminology (1999), *plaintiff* may be a good choice. Biel reports also a difference between prescriptive terms, used in statutes or case law, and descriptive terms used in everyday legal practice and in legal jargon, for instance, respectively, *łączenie* and *fuzja* for *merger* of companies (2023: 103, 104). Moreover, mixing variants from different legal systems of pluricentric languages, such as English, is a frequent error in trainee translations, but present also arises in professional translations (Biel, 2023).

Errors can result from failure to recognise the branch of law if polysemous ST terms should be differently rendered in different branches. Sometimes it is a rather crude distinction, such as the choice of the equivalent for the English term *defendant*, which should be *pozwany* in civil law, but *oskarżony* in criminal law (Matulewska, 2017: 67-68). Within civil law, the sub-branch may need to be considered, an example being the multiple Polish equivalents of the English term *assets*: *składniki masy spadku (assets of the succession estate)* in succession law, *składniki masy upadłości (assets of the insolvency estate)* in insolvency law, *składniki majątku* in law of property, while *aktywa* in the law of accounting (Matulewska, 2017: 73-76). There is even potential for intralingual misunderstanding with a term like the Polish *dożywocie*, which can refer to *life estate* in a civil law context, but *life imprisonment* in criminal law

(Matulewska, 2017: 72-73) – although I would argue that lect identification also matters here, as *dożywocie* is not used in the provisions of criminal law. Other errors in LT – some of which can change the meaning of legal texts – include changes in the composition of phraseological units, errors resulting from polysemy and homonymy, stylistic inadequacies (using colloquial language in statutory texts), nonsensical translations or translations that have the opposite meaning, as well as the usual grammatical or punctuation errors (Matulewska & Nowak, 2006).

Lack of skills or knowledge on the part of the translator are not the only reasons for LT errors. Scott and O'Shea point out that problems may also arise if a document translated for a non-legal purpose is then used in the legal context, if the translator is chosen hastily, not (sufficiently) briefed about why the translation is commissioned or what is at stake, finally when they are given no chance to consult the commissioner or too little time for the task (Scott & O'Shea, 2021).

2.6.2 Errors in machine-translated legal texts

After a review of the types of human errors in legal translation, it is useful to summarise research findings concerning the use of MTPE in the legal context. In his SWOT analysis of MT in the legal field, Killman (2024: 277) draws conclusions from subject literature and finds that recent studies tend to report more (and more severe) terminology, lexical and accuracy errors than fluency (syntax, grammar, morphology) errors. He identifies the features of legal terminology (semi-technical terms with general and legal meanings, ambiguity, lack of stable equivalents of system-based terms) as the main sources of errors. In comparisons SMT systems outperformed NMT systems in terminological accuracy regardless of whether they were in-domain or out-of-domain, though systems trained on legal corpora only produced more relevant output (Killman, 2024: 278, 279). Without due circumspection and human supervision, MT may lead to disclosure of confidential information and reputations risks, or the output may be ambiguous, even to the point of making opposite conclusion equally possible (Scott & O'Shea, 2021: 1348, 1357).

When contracts are machine-translated into Polish, there are still “unintelligible sentences”, passages where the meaning of the ST is distorted or repetitions where the English text contains strings of near-synonyms (Trzaskawka, 2020: 703). On the basis of case studies (PE of legal texts in Italian to English combination), Giampieri (2023b) identified errors such as badly translated terms, awkward phraseology, poor collocates or strange constructions resulting from word-for-word translation of ST features, problems with pronouns and forms of address, though MT output was mainly comprehensible and syntactically or grammatically correct. When legal texts, including contracts, are translated using MT engines, terminological inconsistency is frequent, especially as each individual equivalent may be acceptable but they should not be mixed as renditions of a single ST term (Setkowicz-Ryszka, 2022a: 59-60). Terminological inconsistency is an issue in MT of even short legal texts, and can affect basic terms: parties' names or the item being sold (Setkowicz-Ryszka, 2022a, 2022c: 60, 2024c: 39). Inconsistent terminology in MT output may lead to errors when the terms used belong to different domains of law (Stefaniak, 2020). One can also find marked differences in the register of machine-translated contractual provisions depending on whether they more technical or legal aspects (Setkowicz-Ryszka, 2024c: 35-38).

From my classroom observations, in EN-PL pair, certain categories of errors in machine-translated contracts resembled ones made by human translators if they had (1) lacked extralinguistic knowledge of

law or other matters; (2) failed to consider the immediate linguistic context (co-text) or, more generally, rules of the TL, or (3) failed to take into account the recipient's perspective or the overall communicative situation (Setkowicz-Ryszka, 2022a: 58-61). Most errors in the first group were mistranslations, though the other two groups also caused some. Groups 2 and 3 led to less serious errors in that the message was usually conveyed, but often with problems such as inconsistent terminology or following the conventions of the SL rather than the TL (Setkowicz-Ryszka, 2022d).

From the recipient's perspective, it is important that a legal translator often needs to explain the concepts which are unknown in the target legal culture, while retaining the original term for precision, which does not happen in MT. As Krüger points out, MT output is generally less explicit than HT due to inability to "draw on contextually inferable information" and "*lack of pragmatic awareness of NMT systems*" (Krüger, 2022: 189, 193, emphasis in original). From a post-editor's perspective, though not in the context of contracts but legal academic writing (PL-EN), while appreciating the overall progress made by NMT in the field of law, especially the handling of the complex syntax of legal language, I formed three other categories of errors. The first one was "too liberal translations", where the output was fluent but inaccurate (mistranslations). The second one was "too literal translations", where the MT system would literally translate mistyped words in the ST that were missed by the author, the editor and myself or pick up the wrong equivalent of a polysemous word. The third, rather broad group, were wrong references, including references within the text (proper names, pronouns) and references to other texts (re-translated quotes, wrong titles, including abbreviated titles of legislative instruments) (Setkowicz-Ryszka, 2023b).

Researchers who analysed machine-translated legal texts in other language pairs often focused on EU-related texts and court documents. After the introduction of eTranslation NMT at the European Commission's Directorate-General for Translation, translators of several languages reported errors that were rather cognitively demanding to correct, as they concerned accuracy, or transfer, rather than fluency or text mechanics. In this context, it should be borne in mind that EU texts do not usually require inter-systemic translation as they deal with a single legal system expressed in multiple languages. The results suggest there may be even more problems in bijural translations. For the English-Slovene pair, the errors included "polysemic misinterpretations", "complete semantic blunders", "neural neologisms", mistranslated proper names and abbreviations, omissions, additions, problems with implicit or even explicit relationships between words in, e.g. long noun phrases, with bullet lists, as well as misspelt words (Arnejšek & Unk, 2020: 386-387). For English-Polish translation, NMT was found to make many terminological errors: wrong or inconsistent terms, especially single-word homonyms, calqued word order, wrong pronouns, mistranslated titles of legal acts or quotations, problems with proper names, chemical nomenclature or Latin names. Some mistranslations were even creative or created comical effects. Polish translators stressed difficulties in finding accuracy mistakes in the fluent output and in achieving textual coherence (Stefaniak, 2020: 265-266). For English-German NMT, the predominant errors categories were lexical errors (especially concerning register), errors in function words, mistranslations, and terminology errors (Vardaro et al., 2019), though for Dutch mainly errors concerning style/register or syntax were reported (Desmet 2021, as cited in Killman & Rodríguez-Castro, 2022).

In the case of court documents, their "standard structure, with frozen language and repetitive patterns" was considered a factor which might warrant the use of translation technologies, including MT, for

interlingual translation between different legal systems. As for ES-EN pair, prior to the introduction of NMT, despite promising results, many terminological and phraseological errors appeared in places where translation was rendered difficult by lexical ambiguity or where TL solutions depended on context. Once NMT took over, multiple studies found that NMT output in the field of law was at least useful, though not without challenges (Vigier-Moreno & Pérez-Macías, 2022: 75-76). Indeed, MTPE contributed to higher quality and productivity gains compared to HT in translation of legal texts from English to Spanish (Killman & Rodríguez-Castro, 2022), but only a slight reduction in the total number (and different kinds) of errors, with no productivity gains in Greek to English translation (Sosoni et al., 2022). In a more fine-grained analysis, Vigier-Moreno and Pérez-Macías found that errors in the translation of system-bound terms were the most prevalent types of errors in several English renditions of Spanish court documents. The main problem was excessively literal equivalents, resulting in mistranslations or nonsensical translations, but certain complex Spanish legal expressions were translated accurately. MT output was successful in terms of dealing with repetitive patterns of legal language, fluency and style, though poor collocations, unidiomatic expressions and syntactic calques were found as well (Vigier-Moreno & Pérez-Macías, 2022: 81-85). The next step after NMT systems, large language models (LLMs) have been found to outperform NMT in the field of contract translation in high-resource languages in terms of both adequacy and fluency, but appropriate and consistent use of terminology was particularly promising (Briva-Iglesias et al., 2024).

3 Legal translation competence and training

Once the challenges of LT have been reviewed, it is time to consider the skill-set expected of persons capable of delivering good translations of legal texts. This section starts with a presentation of LT competence models developed on the basis on some multi-componential models of general translation competence. The models are compared and an attempt is made to determine elements of LT expertise that might be determined in the processes and products of translation of legal texts. Results of an Internet survey concerning legal translators' perception of their own expertise are also briefly cited. The last part of the section concerns legal translator training.

3.1 Legal translation competence models

Unlike general translation competence models, legal translation competence (LTC) models are rare, so all identified models can be presented here. They are also relatively recent. Back in 2007, in a book entitled *Translating Law*, Cao presented a model of what she called “translation competence and proficiency” (2007: 40), defining legal translation proficiency as “the ability to mobilise translation competence to perform legal translation tasks in the legal setting for intercultural and interlingual communication purposes” (2007: 40). She seems to have used *competence* and *performance* interchangeably, but stressed that performance manifested itself only in real-life translation tasks (Cao, 2007: 50). Cao's model consisted of three elements: “(1) translational language competence; (2) translational knowledge structures; and (3) translational strategic competence” (2007: 40).

When discussing them, Cao made only a few remarks about the particularities of legal translation. She pointed at the peculiarities of legal language, including its lexicon, the importance of performative verbs, and the need for legal translators to be familiar with the conventions of legislation. As for knowledge structures, Cao identified the need to know the law in the narrow sense and the legal culture in the broad sense, but also hypothesised that the knowledge of a legal translator and that of a legal practitioner might differ due to practitioners' knowledge structures being generally deeper (Cao, 2007: 44, 46). She expressed the belief that “the competence of the legal translator is identifiable and describable, and indeed can be identified and specified, and importantly, can be learned and developed” (Cao, 2007: 38).

More elaborate LTC models followed. In 2011, Fernando Prieto Ramos proposed a holistic LTC model. A hermeneutical LTC model, based on Radegundis Stolze's hermeneutical TC model, was developed by Beata Piecychna in 2013. In 2014, an adaptation of the EMT model to the requirements of LT was prepared within the framework of QUALETRA project. Guadalupe Soriano-Barabino presented her LTC model in a 2016 book discussing comparative law for translators. Finally, ISO 20771:2020 *Legal translation – Requirements* standard describes the requirements to be met by individual legal translators. Like the generalist ISO standard, it was developed from the perspective of market best practice (Popiołek, 2020). The aforementioned models will be presented in the following subsections.

3.1.1 LTC model according to Prieto Ramos

The concise model developed by Prieto Ramos, on the basis of professional practice and three existing general translation competence models (developed by PACTE Group, Dorothy Kelly, and EMT Expert Group), includes five competences, coordinated by the strategic or methodological competence:

- **Strategic or methodological competence**, which controls the application of the other skills and comprises: analysis of translation briefs, macro-contextualization and general work planning, identification of problems and implementation of transfer strategies (translation procedures), decision-making argumentation, self-assessment and quality control [...].
- **Communicative and textual competence**: linguistic, sociolinguistic and pragmatic knowledge, including knowledge of linguistic variants, registers, specialized legal linguistic uses and legal genre conventions.
- **Thematic and cultural competence**: knowledge of legal systems, hierarchy of legal sources, branches of law and main legal concepts; awareness of asymmetry between legal notions and structures in different legal traditions.
- **Instrumental competence** (documentation and technology): knowledge of specialized sources, information and terminology management, use of parallel documents, application of computer tools to translation.
- **Interpersonal and professional management competence**: teamwork, interaction with clients and other professionals, knowledge of legal framework for professional practice and fiscal obligations, deontological aspects (Prieto Ramos, 2011: 12).

This model emphasises the central role of strategic competence in Kelly's mode and stresses the importance of thematic competence, which he sees as essentially close to principles of comparative law in that it involves "contrastive analysis of concepts in different legal systems" (Prieto Ramos, 2011: 13). Even if legal expertise is not necessary, legal translators need to have enough familiarity with law to know "rules of interpretation, legal reasoning, legal structures and procedures, common legal phraseology, and legal sources used by jurists", which he also refers to as being able to "understand and produce legal texts with 'lawyer-linguist' eyes" (Prieto Ramos, 2011: 13).

Other elements of legal (and legal linguistic) knowledge on which LTC is based include:

- Scope of specialization: classification of legal genres (textual competence);
- Comparative legal linguistics: features of legal discourse in the source and the target languages and jurisdictions (communicative and textual competence);
- Documentation: specialized legal sources (instrumental competence);
- Professional practice: market conditions, associations and deontology issues in legal translation (interpersonal and professional management competence) (Prieto Ramos, 2011: 13).

Prieto Ramos devotes considerable attention to the use of information sources in translating legal terms, especially those with higher degrees of inter-system asymmetry. In their terminological decisions translators need to perform comparative analysis to find adequate solutions for a particular case, rather than "ready-made 'equivalents' for all instances in which a particular legal term is used" (2020: 278-279). He claims that "terminological research in [LT] can be considered a distinctive interdisciplinary marker of translation specialization" and that it "is expected to converge to a large extent with the documentary skills of comparative law practitioners", which has implications for training (Prieto Ramos, 2020: 280).

More recently, the model was verified in a survey for senior translators working for IGOs (474 participants). The survey aimed to assess the impact of NMT on institutional translation, as perceived by experienced translators-revisers, including the changes in skills or competences needed for the job. Surprisingly, the only change suggested by respondents was adding the ability to "revise or post-edit texts" in strategic competence. When they were asked to rank the competences in the order of

importance, communicative (language) and textual competence came first, followed by strategic (methodological) competence, thematic and cultural competence, instrumental competence, and – finally, but nevertheless highly appreciated – interpersonal competence (Prieto Ramos, 2023, 2024b).

3.1.2 Piecychna's hermeneutical LTC model

Piecychna starts by identifying the requirements pertaining to legal translators that can be found in literature, stressing the agreement among authors that a professional legal translator needs legal knowledge, in addition to the knowledge of linguistics and translation. Legal knowledge is not limited to legal terminology, but includes also the principles of logic, drafting techniques and legal hermeneutics (2013: 145). She also reminds Cao's point that even though the tasks of legal translators and lawyers differ, it is important for legal translators to know how lawyers think, but claims that it is more feasible and helpful for them to know how lawyers interpret the law (2013: 146). This emphasises the importance of hermeneutics, i.e. a discipline

concerned mainly with interpretation, explanations, language, understanding, meaning, and finally, translation [and with] the individual as a social and historic person who seeks to orient himself in the world that surrounds him, understand the world and other people, and act together with others" (2013: 149-150).

Referring hermeneutical principles to translation, Piecychna indicates understanding and interpretation as the fundamental elements, while translational reading and translational writing as the two stages of the translation process. Citing Stolze's work in the field of translational hermeneutics, she lists four elements of either stage. Translational reading comprises situative background, discourse field, meaning dimension and predicative mode, all of which are interconnected. They contribute to the translator's top-down analysis of the message contained in the ST, taking into account the legal system and culture, the specific branch of law with its relevant terms and concepts, as well as other features of the text, such as speech acts, cohesion markers and phraseology (2013: 151). At the translational writing stage, the main elements are genre, function, coherence and stylistics. The translator considers "the text type, the logic in the text structure, the functional style, and the communicative aim of the text" (Piecychna 2013: 152).

Piecychna stresses the importance of legal translators' hermeneutical competences and familiarity with comparative law for understanding legal texts and placing them within the source and target legal systems, concluding that "knowledge of legal systems, understanding of differences between them, and the ability to interpret texts is a must for every legal translator" (2013: 153). Her hermeneutical LTC model includes four interrelated and complementary sub-competences (graphically represented in Figure 3-1):

- **Psychological sub-competence:** self-reflection on one's skills, knowledge, cultural and social position; acceptance of one's own limitations and the subjective nature of translation; certain personal qualities, such as curiosity, patience or diligence; ability to identify and solve problems and to analyse and interpret texts;
- **Thematic sub-competence:** knowledge of differences between legal systems and cultures and ability to compare them; familiarity with various branches of law, ability to interpret and analyse legal texts;
- **Textual sub-competence:** knowledge of legal genre conventions, legal terminology, legal register, the functions of legal texts, ability to interpret and analyse legal texts;

- **Linguistic sub-competence:** command of source and target languages, including language for specific purposes, their grammar, lexis, punctuation, etc. (Piecychna, 2013: 153-154)

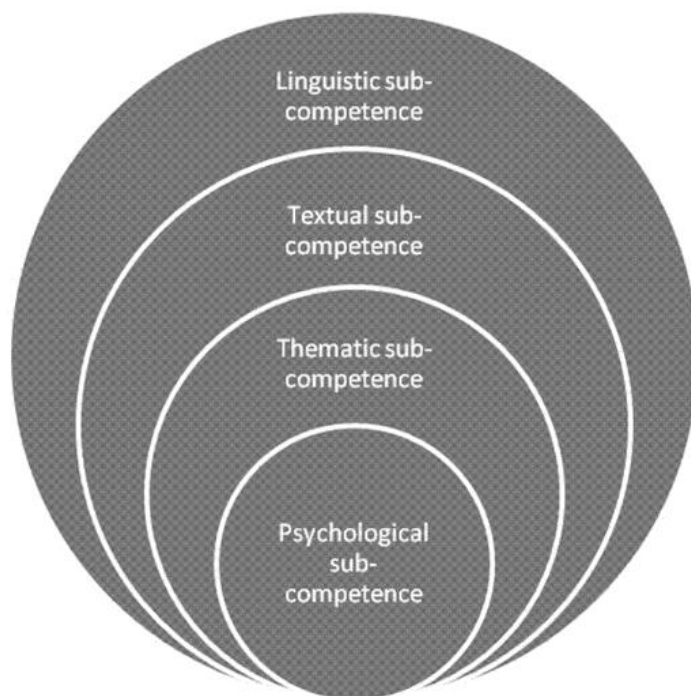


Figure 3-1. Hermeneutical model of legal translation competence (after Piecychna, 2013: 153)

Piecychna's model is concerned with the translator and the text to be understood and interpreted. She stresses the importance of the process of translation – with understanding the ST as the crucial step – and counteracts the focus on the final product. She posits that the poor quality of many translations may be caused by lack of appreciation for understanding the ST and positioning it within a broader context, even on the part of professional translators (Piecychna, 2013: 155). However, despite her familiarity with the model proposed by Prieto Ramos, her model disregards the translator's toolbox (information mining or translation technologies) or relationships with other stakeholders, which may be due to the focus on hermeneutics or because the author sees these skills as not particular to LT competence.

3.1.3 LTC according to QUALETRA project

Another LTC model, based solely on the EMT model (its 2009 version), was developed as part of QUALETRA project in 2011-2014 (JUST/2011/JPEN/AG/2975). Its main aims were “the training and accreditation of highly-qualified legal translators specializing in criminal proceedings in line with Directive 2010/64/EU of the European Parliament and of the Council of 20 October 2010 on the right to interpretation and translation in criminal proceedings”, which placed emphasis on the quality of translation and required Member States to take concrete measures to ensure it (Scarpa & Orlando, 2017: 22).

QUALETRA model was based on the EMT Expert Group model and adapted for LT purposes (Scarpa & Orlando, 2017). The model comprises a plethora of detailed competences, which are listed in Table 3-1, while those that I believe to be most likely to influence LT processes and products are in boldface.

EMT - Competences for professional translators, experts in multilingual and multimedia communication	QALETRA - Competences for professional legal translators
TRANSLATION SERVICE PROVISION COMPETENCE	
INTERPERSONAL dimension	
- Being aware of the social role of the translator - Knowing how to follow market requirements and job profiles (knowing how to remain aware of developments in demand) - Knowing how to organise approaches to clients/potential clients (marketing) - Knowing how to negotiate with the client (to define deadlines, tariffs/invoicing, working conditions, access to information, contract, rights, responsibilities, translation specifications, tender specifications, etc.) - Knowing how to clarify the requirements, objectives and purposes of the client, recipients of the translation and other stakeholders - Knowing how to plan and manage one's time, stress, work, budget and ongoing training (upgrading various competences) - Knowing how to specify and calculate the services offered and their added value - Knowing how to comply with instructions, deadlines, commitments, interpersonal competences, team organisation - Knowing the standards applicable to the provision of a translation service - Knowing how to comply with professional ethics - Knowing how to work under pressure and with other experts, with a project head (capabilities for making contacts, for cooperation and collaboration), including in a multilingual situation - Knowing how to work in a team, including a virtual team - Knowing how to self-evaluate (questioning one's habits; being open to innovations; being concerned with quality; being ready to adapt to new situations/conditions) and take responsibility.	- Being aware of the professional role of the legal translator - Being aware of the relevant national and international professional associations for legal translators - Being aware of the need to be briefed and obtain access to relevant documentation - Being aware of personal safety and documentary security issues resulting from provision of translation services - Being aware of the legal obligations and responsibilities resulting from provision of translation services, with special reference to issues of confidentiality - Being aware of the need to comply with professional ethics
PRODUCTION dimension	
- Knowing how to create and offer a translation appropriate to the client's request, i.e. to the aim/skopos and to the translation situation - Knowing how to define stages and strategies for the translation of a document - Knowing how to define and evaluate translation problems and find appropriate solutions	- Mastering translation of legal documents - Delivering a translation appropriate to the specific context and by reference to source and target legal systems

- Knowing how to justify one's translation choices and decisions - Mastering the appropriate metalanguage (to talk about one's work, strategies and decisions) - Knowing how to proofread and revise a translation (mastering techniques and strategies for proofreading and revision) - Knowing how to establish and monitor quality standards	- Identifying translation problems due to differences between the relevant legal systems and finding appropriate solutions - Identifying and dealing appropriately with errors of factual content in the source text - Mastering sight translation
LANGUAGE COMPETENCE	
- Knowing how to understand grammatical, lexical and idiomatic structures as well as the graphic and typographic conventions of language A and one's other working languages (B, C) - Knowing how to use these same structures and conventions in A and B - Developing sensitivity to changes in language and developments in languages (useful for exercising creativity)	- Mastering legal language, including specific writing conventions at the levels of e.g. grammar, syntax, phraseology, terminology, punctuation, abbreviations - Recognising stylistic inconsistencies between legal documents and within the same document
INTERCULTURAL COMPETENCE	
SOCIOLINGUISTIC dimension	
Knowing how to recognise function and meaning in language variations (social, geographical, historical, stylistic) - Knowing how to identify the rules for interaction relating to a specific community, including non-verbal elements (useful knowledge for negotiation) - Knowing how to produce a register appropriate to a given situation, for a particular document (written) or speech (oral)	- Knowing how to recognise function and meaning in varieties of legal language usage (e.g. levels of jurisdiction; international, EU and national law and proceedings) - Mastering the rules for interaction between the specific parties involved, such as legal professionals and clients
TEXTUAL dimension	
- Knowing how to understand and analyse the macrostructure of a document and its overall coherence (including where it consists of visual and sound elements) - Knowing how to grasp the presuppositions, the implicit allusions, stereotypes and intertextual nature of a document - Knowing how to describe and evaluate one's problems with comprehension and define strategies for resolving those problems - Knowing how to extract and summarise the essential information in a document (ability to summarise) - Knowing how to recognise and identify elements, values and references proper to the cultures represented	- Mastering the genre conventions and rhetorical standards of different types of legal document (e.g. doctrine, normative texts, forms, certificates, contracts, wills, insurance policies, patents, trust documents, affidavits, directives, power of attorney) - Relating a given legal text to its specific legal context (e.g. stage of proceedings in source and target legal systems, level of jurisdiction) - Analysing the overall structure of legal documents (e.g. EAW template, judgments) and recognising potential inconsistencies

- Knowing how to bring together and compare cultural elements and methods of composition. - Knowing how to compose a document in accordance with the conventions of the genre and rhetorical standards - Knowing how to draft, rephrase, restructure, condense, and post-edit rapidly and well (in languages A and B)	- Identifying the essential information in and purpose of legal documents - Identifying and transferring intentional and unintentional ambiguities in legal documents - Preserving the intertextual nature of a legal document (e.g. references to acts, laws, directives)
INFORMATION MINING COMPETENCE	
- Knowing how to identify one's information and documentation requirements - Developing strategies for documentary and terminological research (including approaching experts) - Knowing how to extract and process relevant information for a given task (documentary, terminological, phraseological information) - Developing criteria for evaluation vis-à-vis documents accessible on the internet or any other medium, i.e. knowing how to evaluate the reliability of documentary sources (critical mind) - Knowing how to use tools and search engines effectively (e.g. terminology software, electronic corpora, electronic dictionaries) - Mastering the archiving of one's own documents	- Identifying specific legal sources (e.g. dictionaries, term bases, glossaries, corpora, experts) and evaluating their reliability - Being able to differentiate between legal sources with reference to national, international and EU systems and jurisdictions - Extracting relevant information (documentary, terminological, phraseological) from parallel and comparable documents - Extracting terminology from relevant documents - Consulting legal experts so as to better understand and foresee how legal documents may be interpreted by the parties involved or the competent court or both
THEMATIC COMPETENCE	
- Knowing how to search for appropriate information to gain a better grasp of the thematic aspects of a document (cf. Information mining competence) - Learning to develop one's knowledge in specialist fields and applications (mastering systems of concepts, methods of reasoning, presentation, controlled language, terminology, etc.) (learning to learn) - Developing a spirit of curiosity, analysis and summary	- Being familiar with the main domains and sub-domains of law - Knowing different procedures in the legal systems involved (e.g. levels of jurisdiction, legal structures, institutions, settings) - Having a general awareness of current legal issues and their development in the relevant countries. - Knowing the EU directives relating to legal translation - Mastering legal concepts and terms in the translation at hand

	- Being aware of asymmetries between legal concepts in different legal systems and being able to address them
TECHNOLOGICAL COMPETENCE	
- Knowing how to use effectively and rapidly and to integrate a range of software to assist in correction, translation, terminology, layout, documentary research (for example text processing, spell and grammar check, the internet, translation memory, terminology database, voice recognition software) - Knowing how to create and manage a database and files - Knowing how to adapt to and familiarise oneself with new tools, particularly for the translation of multimedia and audiovisual material - Knowing how to prepare and produce a translation in different formats and for different technical media - Knowing the possibilities and limits of MT	- Knowing how to effectively and rapidly integrate all available tools in a legal translation (e.g. European Arrest Warrant, judgments)

Table 3-1. Full list of competences of professional translators (EMT) and additional competences required of professional legal translators (after QUALETRA JUST/2011/JPEN/AG/2975 final report, with emphasis added).

3.1.4 LTC model according to Soriano-Barabino

Another model of LTC was proposed by Soriano-Barabino (2016: 148-150) on the basis of Kelly's (2005: 32-33) general translation competence model. It comprises six areas, both hard and soft skills.

Communicative and textual competence, which comprises good command of general and legal language in at least two legal cultures/systems. She stresses the importance of general language mastery – writing properly and understanding texts written in legalese. This area of competence includes also familiarity with textual conventions, text types, legal discourse and different registers, in addition to terminology or phraseology. The next two areas are of crucial importance for legal translators. One of them is **(inter)cultural competence**, which entails understanding legal systems as part of a given society's culture (as the evolution of law follows that of the society). It also comprises knowledge of the social and political reality of a given country, as well as its traditions and customary law. The other knowledge-related area is the **subject area competence**, i.e. knowledge of legal families, legal systems, branches of law, sources of law, institutions, procedures, etc. In Soriano-Barabino's view, legal translators need not be experts in the relevant legal systems, but need skills to find documentation in order to solve translation problems.

As for the soft skills required of legal translators, Soriano-Barabino mentions **professional, interpersonal and instrumental competence**, that is, ability to use specialised documentary sources (including parallel texts), perform terminological research, manage information, use digital tools, as well as edit and post-edit. This area covers also ability to work with other professional, including legal experts, as well as rudiments of business activity (so this competence area combines two areas from Kelly's model – professional and instrumental competence and interpersonal competence). **Psychological competence** relates to self-motivation, self-confidence and initiative, but also acceptance of one's limitations. She stresses the importance of this area for legal translators working closely with legal professionals. Finally, **strategic competence** should control the implementation and interdependence of all other areas, so it comprises organisational and planning skills, ability to self-assess and revise one's own work, as well as ability to identify and solve problems, particularly those caused by divergences between legal systems.

3.1.5 ISO 20771 requirements for legal translators

ISO 20771 standard, titled: *Legal translation – Requirements*, “sets competence and qualification requirements for legal translators, covers all professional aspects of the legal translation service, and establishes a framework for the relevant process and terminology” (Popiołek, 2020:11). Like the general translator competence standard, it is based on best practices, defines the requirements in an objective manner, so as to enable certification of individual legal translators, especially in countries where there are no state-recognised legal translators. More specifically, the standard requires legal translators to have:

- a. **Translation competence**: the ability to translate specialist legal content, including the ability to address the problems of specialist language content comprehension and production, and the ability to render the target language content in accordance with the project specifications, using the correct language register, specialist terminology and taking into account other aspects of legal translation specialization,
- b. **Linguistic and textual competence in the source language and the target language**: the ability to fully understand the source language, fluency in the target language, and knowledge of specialist genre conventions, language registers, legal collocations and terminology in both the source and target

language. [It] includes the ability to apply this knowledge and specialist legal terminology when producing legal translation,

- c. **Specialist legal field competence:** the ability to understand specialist legal content produced in the source language and to reproduce it in the target language, using the appropriate up-to-date specialist legal language register, genre conventions, terminology and style. If required and authorized to do so, a legal translator should have the knowledge of proper procedure for certifying a translation,
- d. **Competence in research, information acquisition and processing:** the ability to efficiently acquire additional specialist legal knowledge or source documents and terminology necessary to understand and process specialist source language content, to produce the legal specialist target language content, and to critically assess the credibility and reliability of all the resources. [It] also requires experience in the use of research tools and search engines, the ability to develop suitable specialist terminology bases and strategies for the efficient use of the information sources available, evaluation of their relevance and credibility in a given context, and source. If required, to be capable of providing information about the requirements for legalization or authorization of translated legal documents,
- e. **Legal culture competence:** the ability to make use of information on behavioural standards, value systems, understanding of legal procedures and systems, language registers and locale that characterize both source and target language legal cultures and are relevant to the specializations and settings that the legal translator is dealing with as well as ability to understand the distinction and cultural and factual implications behind different legal systems and approaches (intersystemic, intrasystemic or acultural),
- f. **Technical competence:** abilities and skills required to perform the technical tasks in the specialist translation process by accessing and employing technical resources, and using tools, templates, electronic signature systems, data safety and security systems, document and terminology data bases and IT systems that support the legal translation process. (ISO 20771:2020: 5.1, cited in Popiołek, 2020:28-29).

Like in the standard defining requirements for translators in general, there is no mention of any psychological or metacognitive components of competence, the only exception being critical assessment of reliability of sources. It is claimed that all six competences can be measured or validated using legal translation tests (Popiołek, 2020:30). There is also an express recommendation for legal translators to engage in continuous professional development and to document the completed courses (2020:32). Additionally, the standard sets requirements concerning qualification for legal translators. They are required to hold one of five combinations of qualifications:

- a degree in translation, language studies (or equivalent) and a post-graduate law or similar (specialist legal) degree;
- a degree in law or a specialist legal field and three years' full-time professional experience in ILT;
- a degree in translation, language studies (or equivalent) and five years' full-time professional experience in LT;
- any degree and recognised professional qualification as a certified legal translator (from a professional organization) plus three years' full-time professional experience in LT; or
- "officially recognized qualification as an authorized legal translator on the basis of relevant national requirements and regulations" (Popiołek, 2020:31).

3.2 Legal translators' own view of their expertise

In an attempt to confirm or supplement the results of studies on expertise in translators in general, which were discussed in section 1.5, in 2023, I conducted an online survey for experienced legal translators, in which 101 respondents took part. Their experience in LT ranged from 2 to 40 years. Questions, framed as Likert scales, concerned the translators' perception of changes in the way they worked that took place over time, based around the features of expertise described by Glaser & Chi in general and by Sirén & Hakkarainen in the context of translation. Every Likert-scale question was followed by an open question.

The main findings were that few legal translators (8%) saw experience in LT as limiting their ability to translate texts from other domains, which might suggest adaptive expertise. Compared to the early stages of their career as legal translators, just 10% of respondents had more doubts when dealing with new types of legal texts, even fewer – 8% – worked more slowly and only 11% reported they experienced more difficulties (which may indicate they perceive more problems). Around 17% were more inclined to look for new translation solutions rather than rely on tried-and-tested (perhaps entrenched) ones. There was an interesting, more even, split of answers to the question about the effort put in self-revision, with 24% respondents reporting more effort, 31% – the same amount of effort and 45% – less effort. Interestingly, there were no statistically significant differences in answers given by translators in different experience brackets, though this may be due to the small sample size (Setkowicz-Ryszka, n.d.-b).

The commonly recurring topics in answers to the question about other changes, not mentioned in the Likert-scale questions, included greater and constantly growing knowledge, better research skills (including ability to critically assess and check sources), a greater range of consulted sources, ability to analyse the ST better and more deeply, including the courage to identify errors or suggest modifications, greater freedom in the use of explanatory notes and choice of equivalents fit for a given text rather than always the same ones. More generally, translators mentioned increased self-confidence and satisfaction, greater efficiency, both in terms of speed and quality, and certain “intuitions” as to how long an assignment will take, whether or not to use MT or whether a given equivalent fits a certain context. There were many comments about ditching bilingual or even monolingual dictionaries in favour of parallel texts, legislative instruments, academic articles and other sources available online. This preference is inseparable from greater availability of online information sources, but it may signal a qualitative change in the way legal translators process information (more effortful analysis to solve problems). They may be aware that there is often no one-size-fits-all solution to a LT problem and therefore skip the step of consulting dictionaries altogether. Given that expertise development may take place “below the radar”, without the person concerned noticing how much they have changed, I consider the answers insightful and informative. Any future survey on LT expertise development informed by these insights should give a better understanding of this phenomenon (for more detail, see Setkowicz-Ryszka, n.d.-a).

3.3 Comparison of LTC models with expected signs of expertise

Table 3-2 outlines the common elements of the five LTC models discussed above and tries to map them with features of the translation product or process that may be indicative of expertise in the field of LT.

Prieto Ramos 2011	Piecychna 2013	QALETRA 2014	Soriano-Barabino 2016	ISO 2020	Expertise/process/product
	Psych: curiosity, patience, diligence, etc. Psych: self-reflection on one's skills, knowledge, cultural and social position Psych: acceptance of one's limitations and subjective nature of translation		Psych: self-motivation, initiative Psych: self-confidence to perform tasks adequately Psych: acceptance of one's limitations		Proc: extended searches in encyclopaedic sources Proc: cross-checking information Proc: asking clients questions Prod: marking doubts
Strat/Meth: problem identification	Psych: ability to identify and solve problems	TranServProv – Prod: identifying translation problems due to differences between the relevant legal systems TranServProv – Prod: finding appropriate solutions	Strat: ability to identify and solve problems, particularly those caused by divergences between legal system	Transl: addressing problems of specialist language content comprehension and production	Proc: dictionary lookups as the first step Proc: consulting SL & TL legislation, law websites, legal journals Prod: adding explanations, descriptions, leaving original terms in cases of non-equivalence
		TranServProv – Prod: identifying factual errors			Proc: cross-checking information Proc: reporting error to client (adding comments) Prod: adding notes on possible errors
		Intercult – Textual: retaining ambiguities (intentional or not) Intercult – Textual: preserving intertextual references			Prod: meaning not narrowed/expanded Prod: adding notes on possible ambiguities Proc: consulting SL & TL legislation, law websites, legal journals to find original wording

Prieto Ramos 2011	Pieczyna 2013	QALETRA 2014	Soriano-Barabino 2016	ISO 2020	Expertise/process/product
		Intercult – Soc-ling: knowledge of rules for interaction between parties involved (e.g. legal professionals and clients)			Prod: proper forms of address used Prod: proper verb forms used (e.g. 3 rd pers. in Polish contract/legislation)
	Psych: ability to analyse and interpret texts	Intercult – Textual: relating legal texts to their specific legal contexts	Comm&Textual: general language mastery: writing properly and understanding texts written in legalese	Ling&Textual: ability to fully understand SL	Proc: searches to understand unclear passages, expressions from legal language Proc: sources adequate to the problem Proc: TT solutions checked against corpora, legislation, academic texts, etc. Prod: correct language, incl. register Prod: correct collocations, phrasemes and terms acceptable to lawyers Prod: foreignised terms to suggest asymmetry Prod: complex syntax properly rendered
	Textual: ability to interpret and analyse legal texts	Intercult – Textual: analysing overall structure of documents Intercult – Textual: identifying essential information in and purpose of legal documents		Research, InfoAcq& Proc: ability to acquire additional specialist legal knowledge or source documents and terminology necessary to understand and process specialist SL content	
	Thematic: ability to interpret and analyse legal texts	Intercult – Soc-ling: knowing how to recognise function and meaning in varieties of legal language usage		Specialist legal field: ability to understand specialist legal content produced in SL and to reproduce it in TL - using up-to-date specialist legal language register, genre conventions, terminology and style	
Strat/Meth: controlling application of other skills Strat/Meth: translation brief analysis, macro-contextualization and general work planning Strat/Meth: implementing transfer strategies (translation procedures)		TranServProv – Prod: delivering a translation appropriate to specific context and by reference to source and target legal systems	Strat: organizational and planning skills	Transl: ability to render TL content in accordance with project specifications (correct register, terminology + other aspects of legal translation specialization) Transl: ability to translate specialist legal content	Proc: translator has a ready (entrenched) solution or searches for one Proc: multi-word units looked up (not single words) Proc: chunks of TT rather than individual words are produced

Prieto Ramos 2011	Pieczchna 2013	QALETRA 2014	Soriano-Barabino 2016	ISO 2020	Expertise/process/product
Strat/Meth: decision-making argumentation					Prod: notes/explanations added
Strat/Meth: self-assessment and quality control			Strat: ability to self-assess and revise one's own work		Proc: TT solutions checked against corpora, legislation, academic texts, etc.
		TranServProv – Prod: sight translation			N/A
Comm&Textual: linguistic, sociolinguistic and pragmatic knowledge, incl. linguistic variants, registers, specialised legal linguistic uses and legal genre conventions	Textual: knowledge of legal genre conventions, legal terminology, legal register, functions of legal texts Linguistic sub-competence command of SL and TL, incl. language for specific purposes, their grammar, lexis, punctuation, etc.	Language: mastery of legal language and its conventions (including grammar, syntax, phraseology, terminology, etc.) Language: recognition of stylistic inconsistencies Intercult – Textual: mastering genre conventions and rhetorical standards of legal documents	Comm&Textual: good command of general and legal language in two legal cultures/systems Comm&Textual: legal terminology, phraseology, concepts Comm&Textual: textual conventions and text types Comm&Textual: legal discourse and different registers found in legal texts	Ling&Textual: fluency in TL Ling&Textual: knowledge of specialist genre conventions, language registers, legal collocations and terminology in both SL and TL Ling&Textual: ability to apply this knowledge and specialist legal terminology when producing legal translation Research, InfoAcq& Proc: ability to produce specialist TL content	Proc: spontaneous TL solutions verified Proc: correct collocations used/searched for Proc: Eng strings of verbs followed by strings of nouns reshuffled when syntax so requires Proc: binomials analysed to eliminate redundancies/ solution known Prod: terms and collocations acceptable to a NS lawyer Prod: style/register acceptable to a NS lawyer Prod: plain English changed to more formal Polish
		Intercult – Soc-ling dim: knowledge of legal concepts and terms			
Them&Cultural: knowledge of legal systems, hierarchy of legal sources, branches of law, main concepts	Thematic: familiarity with various branches of law	Thematic: familiarity with various branches of law and different procedures in the legal systems involved	Subject area: knowledge of legal families, legal systems, branches of law, sources of law, institutions, procedures Subject area: knowledge of substantive and procedural law		Proc: translator knows where to look for information (e.g. Polish Civil Code but English contract drafting websites) Proc: searches informed by knowledge not found in ST Prod: contract law terminology used where possible

Prieto Ramos 2011	Piecychna 2013	QUALETRA 2014	Soriano-Barabino 2016	ISO 2020	Expertise/process/product
Them&Cultural: awareness of asymmetry between legal notions and structures in different legal traditions	Thematic: knowledge of differences between legal systems and cultures and ability to compare them	Thematic: addressing asymmetries between concepts from different legal system Intercult – Soc-ling dim: awareness of current legal issues in relevant countries	Subject area: knowledge of divergences between systems (Inter)cultural: understanding legal systems as part of a given society's culture (Inter)cultural: knowledge of the social and political reality of a given country/region (Inter)cultural: familiarity with traditions and customary law	Legal culture: ability to make use of information on behavioural standards, value systems, understanding of legal procedures and systems, language registers for SL and TL legal cultures Legal culture: ability to understand the distinction and cultural and factual implications behind different legal systems and approaches (intersystemic, intrasystemic, acultural)	Prod: use of terms understandable for TL lawyers when possible, foreign concepts explained when needed
				Specialist legal field: knowledge of proper procedure for certifying a translation	N/A
Instrum (Doc & Tech): knowledge of specialised sources Instrum (Doc & Tech): information and terminology management		InfoMining: identification and evaluation of sources in terms of their reliability InfoMining: ability to distinguish the sources that belong to different systems and jurisdictions	Prof, Interpers, Instr (1): ability to use specialised documentary sources Prof, Interpers, Instr (1): ability to perform terminological research, manage information	Research, InfoAcq& Proc: ability to critically assess the credibility and reliability of resources Research, InfoAcq& Proc: experience in use of	Proc: use of adequate sources for boilerplate provisions Proc: search criteria/ symbols/ operators used to narrow down searches

Prieto Ramos 2011	Pieczyna 2013	QALETRA 2014	Soriano-Barabino 2016	ISO 2020	Expertise/process/product
Instrum (Doc & Tech): use of parallel documents		InfoMining: finding information in parallel and comparable documents InfoMining: consulting legal experts	Subject area: skills necessary to access specialised documentation to solve problems	research tools and search engines Research, InfoAcq& Proc: ability to develop suitable specialist terminology bases and strategies for efficient use of information sources Research, InfoAcq& Proc: evaluation of relevance and credibility of sources	Proc: searches with the use of Latin/German/French and other high-resource languages when cues present Proc: translation process not rushed
			Prof, Interpers, Instr (1): ability to edit and post-edit		Only applicable if translation is not done from scratch
Instrum (Doc & Tech): application of computer tools to translation		Technological competence knowing how to effectively and rapidly integrate all available tools in LT tasks	Prof, Interpers, Instr (1): ability to use digital tools	Technical: abilities and skills required to perform technical tasks Technical: employing technical resources Technical: using tools that support LT process	Proc: use of own materials whether downloaded or as tabs with favourite websites (outside of this study this may include own TMs)
		TranServProv – Interpers: awareness of the need for brief and access to documentation			N/A
Interpers&ProfMgmt: teamwork Interpers&ProfMgmt interaction with clients and other professionals			Prof, Interpers, Instr (2): ability to work with other professionals, incl. legal experts Prof, Interpers, Instr (2): teamwork		N/A
Interpers&ProfMgmt deontological aspects		TranServProv – Interpers: awareness of professional role of LT			N/A

Prieto Ramos 2011	Piecychna 2013	QALETRA 2014	Soriano-Barabino 2016	ISO 2020	Expertise/process/product
		TranServProv – Interpers: awareness of personal and document safety issues TranServProv – Interpers: awareness of LT responsibilities (confidentiality) TranServProv – Interpers: awareness of professional ethics			
Interpers&ProfMgmt knowledge of legal framework for professional practice and fiscal obligations		TranServProv – Interpers: awareness of national and international professional LT associations	Prof, Interpers, Instr (2): rudiments of business activity		N/A

Table 3-2. Common elements of legal translation competence models and the potential corresponding signs of expertise in legal translation (own compilation)

Many of those process features are related to searching for information to understand the ST and to properly express its message in the TL. While legal translators undeniably need subject knowledge, it needs to be supplemented as nearly every assignment will present some challenges. Hence the importance of realising that one has a knowledge gap and knowing how to find knowledge to fill it – using adequate sources, informing searches with existing knowledge, being able to formulate good search expressions (often beyond word level), cross-checking information and checking the acceptability of spontaneous solutions. Over time, this can lead to translators developing their own materials or collecting helpful sources, whether by downloading them or by having a “library” of bookmarks to trusted websites.

3.4 Legal translator training

Scholars agree that demand for LT has been growing in recent decades (e.g. Cao, 2007: 2; Goddard, 2009: 169; Rodríguez-Castro & Sullivan, 2015: 205-206; Scott, 2017b: 216-217). Surprisingly, the belief that legal translators can be trained was first expressed by Jean-Claude G  mar as late as in 1979, while ten years later Michel Sparer stated they could be trained even if they were not legal experts (Way, 2016: 1019). Around the turn of the millennium there was already a body of literature on how to teach LT, including the use of corpora, collaboration between lawyers and teachers of English for special purposes or joint training for lawyers and translators (for a discussion see Biel, 2011: 165). For context, the first non-literary translator training university programmes appeared in the middle of the 20th century, while translator education as a field of study emerged in the 1980s (Massey & Kiraly, 2021: 239).

Developments in LT training were also driven by the gradual abandonment of the transmissionist approaches to translator education and didactics in general and growing recognition of social constructivist approaches, where learners are seen as actively constructing their internal representations (mental models of the real world) through experiencing, with the resulting adaptation or adjustment if representations are inconsistent with new information (Kiraly, 2000: 16-17). In these approaches, the teacher becomes a “guide, assistant, mentor and facilitator”, whose job involves “helping create complex, naturalistic learning environments in the classroom, and providing support for collaborative learning processes” (Kiraly, 2000: 23). The support varies from task to task and takes the form of hints, solutions to particular problems or examples of completed tasks, depending on the students’ needs, but should be gradually withdrawn as trainees become more independent (Kiraly, 2000: 45-46). The most effective way for novices to progress towards expertise,³¹ according to Kiraly, is through interaction with peers and experts, reflective action and joint authentic work, in which domain knowledge is constructed both collectively and individually (2000: 33), while “atomistic tasks in highly contrived exercises” are no longer seen as a prerequisite for such authentic tasks (Massey & Kiraly, 2021: 240). As Shreve (2023: 22-23) observes, trainers should intervene – through targeted, disruptive and beneficial pedagogical actions – to modify trainees’ translation behaviours that should result in better translation products. Through positive feedback certain behaviours can be validated, so that they are retained in memory upon successful performance of tasks. Trainee translators can test these behaviours in other environments (with more difficult texts) and discovering new rules or sequences of rules, which boosts expertise development.

In early 1990s, the view of the learning process in translation didactics changed (again reflecting the broader revolution in didactics). Learning is no longer seen as knowledge acquisition, but increasingly as a process based on “participation in a social community” (collaboration), “knowledge creation” (construction), self-organisation of knowledge, and its “application in a social action context” (using information rather than just absorbing it) (Risku, 2016: 15-16). Thus understood, learning has more in common with deliberate practice and learners need to be “proactive seekers of knowledge and experience” rather than “passive recipients of teachers’ wisdom” (Massey & Kiraly, 2021: 244). It is often described as cooperative or collaborative learning (which are either treated as synonyms or with the latter

³¹ Understood as the competence to satisfactorily accomplish translation tasks (produce translated texts satisfactory to the client) and seen as complementary to professionalism, that is, working in accordance with the norms of the profession (Kiraly, 2000: 30-31).

seen as more student-centred than the former), situated learning (through authentic or at least realistic translation projects) or peer learning (Giczela-Pastwa & Biel, 2021: 80-82). Additionally, authentic projects implemented with real stakeholders can increase learners' motivation and sense of responsibility, enabling them to practice problem solving in a community of learning as well as to absorb interdisciplinary knowledge (Mastela, 2022). All these approaches lead to *learning how to learn* (Giczela-Pastwa & Biel, 2021: 96), an indispensable skill for lifelong learning, which is inevitable in the translation profession if one considers the unique challenges posed by each assignment and the rapidly changing market demands.

One more aspect of translator training and also one more area of translation studies that has received growing interest in recent years is psychology, which – considering how interdisciplinary translation as an activity is – can be expected to influence both the way professionals work and the way trainees learn the trade. Emotions, their regulation, the psychological traits that affect decision-making, motivation, self-efficacy beliefs – all that can contribute to success and failure in the job in addition to technical or linguistic skills. As Pietrzak (2022: 85) explains, backing her call for metacognitive training of translators:

Cognitive and non-cognitive aspects of the learning process are now both considered crucial in educational psychology since emotions, attitudes and beliefs can in fact be an important factor in regulating learning, for example monitoring the process, overcoming frustration, reflecting on actions, adjusting to circumstances, assessing, drawing conclusions and learning from mistakes.

In view of the complexity of LT, the impact translated legal documents may have and, consequently, the potentially grave consequences of errors in LT (for instance, Chromá, 2014; Vieira et al., 2021; Scott, 2017b), legal translators are subject to particularly strict requirements, and their training should be able to produce professionals meeting such requirements (Cao, 2014: 108-109). One of the reasons for studying LT is the intention to become a sworn/certified/accredited state-authorised translator, which often involves passing an exam held by a state authority, a university or a professional organization (Pym et al., 2012: 25-26; Setkiewicz-Ryszka, 2024). In the curricula of university translation programmes, specialised translation usually appears “at the end of the sequence of courses” (Sawyer et al., 2019: 1), while specialised legal translation/interpreting courses may even be offered at post-diploma level (Solová, 2015). However, it is not unusual to find elements or full modules of legal translation at undergraduate and graduate levels (Biel, 2011; Harvey, 2002; Hegrenæs et al., 2022; Rodríguez-Castro & Sullivan, 2015; Salmi & Kinnunen, 2015; Szczyrbak, 2008; Way, 2016).

Catherine Way calls preparing legal translators for the market a “mammoth task” (2019b: 265), although it can be said that any translator training needs to be comprehensive, “enabling translation students to achieve numerous learning outcomes related to the [multiple] dimensions of translator competence and skills” (Mastela, 2023: 25). Łucja Biel usefully observes that in order to be successful on the market, legal translators need similar *translator* competence as other specialist translators, while the main differences concern their *translation* competence (2011: 164). Translation competence comprises the linguistic skills and knowledge needed to produce a successful translation, as opposed to translator competence, that is, soft skills and attitudes that enable individuals to successfully work in the profession (Pym, 2012: 282). The job of a legal translator is not uniform: they can work as freelancers or in-house translators. The former can work for LSPs, but also direct clients, including for courts and law enforcement agencies, whereas the latter – for law firms or other businesses, but also for “public administration or international

institutions” (Biel, 2011: 164). They can also be required to work at different stages (documentation, terminology, translation, revision/editing) of the translation process in large-scale translation assignments or to be versatile in smaller-scale assignments, while also able to cooperate with other team members in a virtual environment in case of remote work (Olvera-Lobo et al., 2005: 137, 139).

As Way stresses, the main goal and difficulty faced by trainers is establishing “an overarching framework for decision making rather than specific decision-making processes for individual translation problems”, which is where all LT sub-competences should come into play (2016: 1022). This is the reason why LT training should *integrate* a number of sub-competences, rather than develop them in isolation, which makes it hard to have a holistic view of the translation process. The postulated holistic view is achieved through gradual introduction of project-based learning, starting from pairwork, in order to practice both translation and revision, and moving on to simulations of LSP work in larger teams (Biel, 2013). Hence the calls for greater professional realism in LT training, with “simulations of professional practice and traineeships” (Biel, 2011: 164), for the use of “authentic translation projects with rotation of the roles in each project” (Way, 2019b: 266) or for bridging “the gap between classroom tasks and real-life practice”, including expert mentoring and professional LT workshops (Rodríguez-Castro & Sullivan, 2015: 208).

However, “specific monitored activities [...] to improve skills” need not be abandoned completely, but rather properly balanced with project work, while progressing through “minimum tutorial support” and towards independence, which is the market reality (Olvera-Lobo et al., 2005: 140, 141). In this vein, Klabal advocates the use of exercises to improve specific aspects of understanding legal texts (e.g. understanding provisos, complex conjunctions, certain verbs or expressions, as well as dissecting complex syntax) which prove challenging to help trainees use these skills in project-based learning (Klabal, 2024). Realism means also that the texts used in LT training should be as authentic as possible, including texts written by non-native speakers, texts containing errors or translated texts with English as the relay language, which may pose additional challenges (Biel, 2011: 169; Klabal, 2024: 216). Apart from reflecting the requirements of the translation market, the choice of texts should also depend on the level of the training and the needs of a particular group, while the level of difficulty should increase gradually (Balogh, 2019: 26-27).

Also assessment during courses that prepare trainees to work as sworn/certified translators in the future may follow the criteria used during official exams (Salmi & Kinnunen, 2015: 237-238). Trainees need to try self-assessment, which develops their metalanguage, prepares them for continuous professional development and boosts their satisfaction with their own preparation (Way, 2019b: 275, 276). It also tallies with the assumption of andragogy, the study of adult learning and teaching³², that learners need to be involved in planning their instruction and evaluating the outcomes (Williamson & Stevenson, 2022: 3).

³² The post-diploma studies are meant for people who already work professionally, so it may be useful to treat the students as adult learners, who bring into the classroom their experience of both work and education, as well as certain expectations, and who are motivated to learn what is immediately relevant for them (Klimkowski, 2016: 120-123). It may be due to the shared work experience that I find it easier to build rapport with practicing translators than fresh graduates. However, it needs to be said that andragogy is also criticised as a philosophical position rather than a theory of learning supported by empirical research findings (Tennant, 2006: 17-18).

3.4.1 Who should be trained as legal translators?

The question who makes better legal translators – law experts or translation experts – is a contentious one and conflicting research findings (Lesznyák & Balogh, 2019, 2022; Orlando, 2015) seem to confirm that both groups of candidates have their strengths and weaknesses. Scott, who herself advocates LT as an option for law graduates, states in a conciliatory manner:

the entry points to the profession are many and varied, and that it is the accumulation of a number of essential and indispensable skills, in any chronological order, which constructs a competent legal translation practitioner (2017b: 232).

According to Soriano-Barabino (2016: 150-153), legal translators should be experts in both translation and – to a certain degree – in law. She quotes authors who claim that a person without legal training cannot translate legal texts, which only lawyers can understand fully, or even apply the functional method or comparative law. Less extreme positions stress that legal training alone is insufficient, since legal texts are “primarily instruments of communication” and lawyers might not have sufficient communication skills to create understandable TTs. Similar ideas were expressed by Pieńkos (2003: 130, 131), who diagnosed an “inferiority complex” in translators due to their insufficient knowledge of law but warned that lawyers were only “potential candidates” for legal translators, as they could have insufficient grasp of translation techniques and command of language, including nuance, syntax, style and even terminology.

The option of translation experts who subsequently specialise in the legal field also has its supporters. Moreover, the reality of legal translator training is such that law graduates are a minority. Among my own students there is usually one or two law graduates per group. Prieto Ramos (2011: 13) rightly points out that legal translators need to know the rules of legal reasoning or interpretation to be able to look at texts with a “lawyer-linguist’s eyes”, but stresses that having a strong legal background in only one relevant legal system does not guarantee good translations, especially without comparative law skills. This is echoed by Soriano-Barabino (2016: 153), who observes that legal training caters to the needs of professional lawyers, rather than those of legal translators and that comparative law is of secondary importance in legal training (Italy being an exception). Wilson (2023: 3) observes that in legal education insufficient attention is paid to the “inextricable link between law and language” or to “linguistic aspects of global law practice, which necessarily involves cultural cross-communication”. Interdisciplinary training in LT might be a more realistic path than two degrees: in law and in translation (Soriano-Barabino, 2016: 153). Fully interdisciplinary programmes are rare, but e.g. Scott mentions universities in Poitiers (France), Trieste (Italy) and Riga (Latvia) as trailblazers in this field (2017b: 233). Still, Soriano-Barabino believes that graduates of both types of studies can be trained as legal translators if all areas of LTC are developed, therefore specialisation in LT should only happen at the graduate (second-cycle) level (2016: 153-155).

Interestingly, when law and translation (undergraduate) students collaborated on a project from the field of international private law, one of the outcomes was a change in law students' preconception that lawyers with language skills outperformed translators at doing research, preparing summaries and translations in this field. Upon project completion, law students considered translation students' contribution “invaluable”, while 95% of translation students believed that cooperation boosted the image of the profession of legal translator among legal professionals (Way, 2016: 1014). The fact that such

appreciation of the service offered by translators only came from first-hand experience might suggest that legal practitioners might need training on how to cooperate with translators (Alcalde Peñalver & Pajares Nievas, 2019), that translators' self-concept might need more attention from trainers, or that the job of legal translators is "predominantly little known and misconstrued" among the public (Scott, 2017b: 222).

3.4.2 Subject-matter knowledge

Due to the fact that "law is clothed in language", there is a "vicious circle" in that understanding legal texts requires learning about the legal system, which requires the knowledge of the legal language (Lindroos-Hovinheimo, 2007: 367, 375). Most legal translator trainees are "outsiders with a limited access to the inner workings of legal institutional practice": they lack the formal education and professional practice (Goźdź-Roszkowski, 2016). This means that the texts they translate are "completely alien to their prior experience", especially that most of them have not "participated in a court case, bought a house, or signed a contract" (Way, 2016: 1019, 1020). This lack of personal experience is an obstacle to significant learning (Way, 2023: 601). Chromá calls them "a special semiotic group distinct from lawyers by education", which means that they interpret legal texts differently from lawyers (2014: 132). The minimum skill they need is the ability to recognise words and phrases as belonging to the sphere of law (Chromá, 2014: 133), which should be followed by research to understand them and render them in the TL. Soriano Barabino sets the minimum threshold as "the skills necessary to access specialised documentation to solve translation problems" (2020: 287). Balogh warns that translators without legal background may even fail to recognise pitfalls of legal texts (2019: 32). Yet, it is still hard to tell exactly "how much law a legal translator needs to know" (Alcalde Peñalver & Pajares Nievas, 2019: 96) and in training there is greater focus on types of texts than on the "basic legal knowledge" that trainees need to acquire (Ordóñez-López, 2015: 158). Reviewing the literature used in Spain to teach future legal translators law, Ordóñez-López found that despite a somewhat random choice of topics, the fundamental and recurring elements included:

the definition and concept of law (sources and branches of law); a contrastive general approach to the Civil Law and Common Law systems (history, main differences and similarities; structure of the judiciary systems in Spain, the UK and the US); an introduction to Civil Law in both legal systems (basic concepts of Family and Estate Law, i.e. marriage, divorce, inheritance, wills); an introduction to Criminal Law; and the definition and classification of legal documents based on the concept of genre (2015: 169).

Comprehensive lectures in law, however useful they seem for providing thorough knowledge of law, may be more difficult to absorb than legal knowledge provided or discovered in a more piecemeal fashion to resolve actual translation problems appearing in texts which trainees are working on. For instance, my module on contract translation creates many opportunities for pointing out the different legal solutions and sources of contract language, such as expressions from the Civil Code repeated almost verbatim in Polish contracts or language that "stood out in court" copied in contracts in English. In this context, tandem teaching of legal translators at the University of Trieste in Italy, with a translator trainer and a law expert working together, seems a very promising method, even if it may be challenging in practice (as confirmed by Katia Peruzzo, who teaches there). As rightly pointed out by Pieńkos, the lawyers who are most likely to research legal translation and legal language are experts in comparative and international law, who experience language barriers in their professional communication (2003: 131).

Since legal translator trainees are always adult persons and often with some professional experience (especially at post-diploma level), the assumptions of andragogy may apply to them. One of them is that adult learners are more willing to learn things that are immediately relevant to their job. According to another principle, the way adults learn is “problem-centred rather than content-oriented” (Williamson & Stevenson, 2022: 3). Problem-based learning – which involves “posing problems that are ill-structured, incomplete, and interdisciplinary” – in the translation classroom can “encompass both the micro-level problem-solving tasks related to the translation task itself as well as macro-level problems involving the selection, application, and use of translation technologies”. With the right support from the trainer-facilitator, it can stimulate independence, self-reflection and “learning how to learn” (Mellinger, 2018: 197-198). Also Catherine Way suggests moving from product-oriented approaches to process-oriented ones and focusing more on decision-making and problem-solving, which enables trainees to use and integrate various sub-competences in choosing one of the viable translation solutions (2016: 1022).

In my own experience of revising legal academic texts, I have seen ample evidence that knowledge of Polish law, even if combined with decent command of English, is not enough to produce a good translation for an international audience, especially considering the – often excessive – trust that legal scholars seem to put in MT (Setkowicz-Ryszka, 2023b). In law programmes at university level one can find courses on foreign law taught in the language of the given legal system or courses on local law taught in a foreign language, but there is no uniformity or “golden standard” other than recognition that legal professionals should be able to communicate in foreign languages (Alcalde Peñalver & Pajares Nieves, 2019: 97).

I have experienced how law training fails to meet the needs of legal translators in practice attending lectures about law for translators, where law experts were unable to tailor the content to respond to the specific challenges faced by legal translators and often focused on what mattered to practicing lawyers rather than translators. In this context, the two-semester programme “Law for sworn and specialised translators”³³ offered by the Maria Curie-Skłodowska University in Lublin, Poland, which has been run for a few years, merits attention. Consultations with law experts, too, provide ample evidence that these two professional groups think differently and have different information needs. A study conducted in Estonia during courses for legal translators delivered jointly by law lecturers and teachers of English for Legal Purposes found that participants were “encouraged by the law lecturers to adopt the world view of the legal professional and learn to ‘think like lawyers’”, while the participants’ more modest goal was “the correct understanding of certain legal terminology and as much of the conceptual background as they deem strictly necessary *for an accurate translation*” (Northcott & Brown, 2006: 366, emphasis added). Both groups have “potentially conflicting agendas” and for interactions to succeed both need to consider the other perspective, including lawyers trying to think like linguists (Northcott & Brown, 2006: 368, 374).

3.4.3 Terminology

LT trainees tend to “concentrate on terminology (micro-level) rather than on the whole text (macro-level)” (Soriano Barabino, 2020: 286) and may disregard the consequences of micro-level decisions for the translation as a whole (Hegrenæs et al., 2022). Legal terminology is a salient feature of legal texts and

³³ <https://www.umcs.pl/pl/wyszukiwarka-studiow-podyplomowych,118,prawo-dla-tlumaczy-przysieglych-i-specjalistycznych-studia-w-formule-ksztalcenia-zdalnego-,59579.htm> (access: on 4 Oct. 2023)

“translating legal terms encapsulates the most characteristic challenges of legal translation”, especially that solutions may need to be tailored on a case-by-case basis (Prieto Ramos, 2021: 278, 279). Legal translator trainees need to be aware that in most cases equivalence between legal terms from the Polish legal system and common law systems will not mean “one-to-one correspondence, but [...] a possible translation, the acceptability of which is subject to a number of variables” and whose pros and cons can be discussed in class (Harvey, 2000: 2). This is why terminology should be an important part of LT courses as a “crucial part of the text” and the first thing to be dealt with during the translation (Żrałka, 2007).

Balogh suggests dealing with legal terminology (and legal studies) at the start of the course, considering that most trainees do not have a law background. Part of the training is making trainees “aware of the differences between the concepts behind certain terms and the pitfalls or challenges these differences might carry” to improve their translation competences (Balogh, 2019: 28). Also Biel points out that terminology should be learnt together with subject-matter knowledge, calling situations when trainees know the terms’ equivalents without knowing the meaning of the concept problematic. She observes that some basic terms must be memorised in order to automatise certain actions and solutions, speed up the translation process and partly free up working memory (Biel, 2013: 18). In both these approaches, familiarity with terminology is inseparable from legal knowledge. Even though translators do not need as detailed knowledge of legal terms as lawyers, they still do need to know the concepts they represent, the terms’ boundaries and their places in the terminological network (Biel, 2011: 170).

It is also observed that at an early stage of learning legal terminology, lexical errors are frequent and “[s]tudents appear not to be ready for polysemy”, and errors often concern “contextual translation of multivalent terms, unknown terms, antonymous translation, translation of synonyms and translation of false cognates” (Chiknaverova, 2018: 151). Trainees, who at the early stages of their training tend to rely on bilingual dictionaries, need to be warned that legal dictionaries are often of limited utility for translators (see section 2.5) or that they are just the starting point in the search for functional equivalents of culture-bound terms (Biel, 2008; Perdek, 2016; Sandrini, 2018; Setkowicz-Ryszka, 2022e). According to Catherine Way, reliance on glossaries or dictionaries may be a consequence of training in terminology in other areas (2023: 605). She even talks about “dismantling trainees’ perceptions of the univocity of terminology, *especially in legal terminology*” (Way, 2023: 600, my emphasis), particularly considering that legal terminology has been left out the mainstream terminology (e.g in technology or science), where “clear cut, unequivocal relations for concepts and terms” are more frequent (Way, 2023: 596). Since legal translators usually need to find solutions to terminological problems quickly, the answer is to work on trainees’ understanding of the law and their research or “legal source mining” skills to deal with terms that have no equivalents or only partial ones (Way, 2023: 597-598).

At the intersection of law and terminology training sit comparative law techniques for translators (Doczekalska, 2013; Engberg, 2013; Jopek-Bosiacka, 2013; Soriano-Barabino, 2016). Although lawyers and legal translators resort to comparative law for different aims, both groups share interest in “interrelations between legal systems” (Engberg, 2013: 11, 13). Whereas comparative lawyers may look for solutions to implement in their own legal system, legal translators can use the same methodology to find the best way to translate a term or expression (Soriano-Barabino, 2016: 6, 15). Comparative law is argued to be most useful in case of legal systems from different legal families. Practical training solutions include

accompanying lectures on law with relevant articles on comparative law and practicing research skills, which helps students become familiar with the other legal system (Hegrenæs et al., 2022: 266). Discussions or reflection protocols about the possible renderings of culture-bound terms are another way to ensure comprehension of the underlying concepts (Hegrenæs et al., 2022: 272, 275). According to Soriano-Barabino (2016: 162-169), in an LT classroom it may be possible to compare structures and information contents of documents having the same function (for instance, the same type of contract) or ones without a functional equivalent in one of the legal cultures involved. As for terminology, comparing essential and accidental characteristics of legal concepts may be useful.

3.4.4 Lexical conventions

Apart from subject-matter knowledge, one field where trainees with a law background have a clear advantage is familiarity with the language of law, especially its phraseology (word combinations which are not necessarily terms) and collocations (Michta & Mroczynska, 2022). Trainees without legal training may not even be aware that certain expressions are references to statutory law (see the classification of phrasemes by Kjaer in section 2.2.3.3), which means they need exposure to real legal texts. Contrastive analysis of parallel texts enables identifying textual conventions, useful phrases or collocations (Biel, 2013: 22), as well as detecting their common features, which can serve as a model for subsequent translation: the translator can imitate appropriate solutions in terms of vocabulary, grammar or style (Żrałka, 2007).

Legal translator trainees tend to be unfamiliar with the legal phraseology of their L2, while those without legal background are just as unfamiliar with the phraseology of their L1 (Giczela-Pastwa, 2021: 189, 191) and need tasks to learn the “building blocks” of legal language (Breeze, 2013: 251). It is sometimes easier to find the equivalent of a legal term than its collocate (Scott, 2019: 35). As far as phraseology is concerned, if legal translator trainees are to begin to “talk the talk”, they may benefit from using general and specialised legal corpora of their working languages (Dobrić Basanež, 2015; Giampieri, 2018, 2023: 45-46; Pontrandolfo, 2015, 2018), including in classroom activities (Biel, 2017; Borja Albi, 2019; Giczela-Pastwa, 2021). Trainees may also benefit from learning the rules of corpus building and software applications to help them build their own corpora (Bernardini, 2022: 486-488). The use of corpora in contract translation is advocated even as a way of filling gaps in legal knowledge (Giampieri, 2021) – though in my view it would be dangerous to consult corpora without any encyclopaedic sources – or a method for finding correct equivalents of frequently mistranslated legal formulae (Giampieri, 2022).

Ruusila and Lindroos (2016) point out the importance of translators being able to recognise “the phraseological status” of certain expressions to avoid translating them word for word, which can impair the quality of TT and even lead to misunderstandings. Giczela-Pastwa (2021: 189-190) expressly suggests isolating the phraseological competence, a rather underestimated element of competence, usually subsumed under other competences, such as language, information mining or transfer competences. She argues for giving this competence more prominence, pointing to the importance of phraseology in foreign language learning, as well as the importance of phraseology in making translated texts easier to understand for the recipients and providing good background for the real conceptual differences between legal systems. Phraseology, especially collocations, is indeed treated as an important part of learning legal English for specialist communication (Mroczyńska, 2023). In practical terms, Austerlühl (2012: 70-76) illustrates the use of web for/as corpus in the search for word combinations or collocations.

An interesting subject that is related to linguistic conventions is the trainees' knowledge of their mother tongue. As Kościałkowska-Okońska has found in a survey of LT trainees, before training they themselves take for granted that they "know the language sufficiently well to perform good and high quality translation" and the learning outcomes do not even mention the command of the mother tongue. This certainty diminished with subsequent assignments, because in a post-course survey they placed much greater importance on proficiency in Polish both among the skills they expected to develop for their future career and the skills required to even begin training as legal translators. The increase was from 33% and 26%, respectively, before the course to 86% and 82% after the course (Kościałkowska-Okońska, 2014: 70-71). This should not come as a surprise as for many trainees learning the legal language is like learning a foreign one, even in their mother tongue (Borja Albi, 2019: 25; Clerehan, 1996: 135; Wilson et al., 2018: 83), let alone in a foreign language (Clerehan, 1996). On the Polish market, inverse translation is unavoidable (Biel, 2013: 20-21; Chodkiewicz-Nalepa, 2024: 77). Thus, just as much effort should be put into learning the conventions of Polish and English legal language. This need is recognised in other languages of lesser diffusion, e.g. Norwegian (Hegrenæs et al., 2022: 268-269) or Hungarian (Balogh, 2019: 29-31), but less so in more popular languages, like Spanish, where inverse translation is only studied in 30% of university programmes, despite being frequent in market practice (Ordóñez-López, 2015: 160).

Conventions of the legal language are closely related to the question of styles or registers. It is useful to provide both legalese and plain(er) language texts in both languages to permit trainees to become familiar with the various phenomena making legal language difficult to understand, including preparing them for the likely progress of plain Polish in the legal field (Setkowicz-Ryszka, 2022f). It may be reassuring for trainees to learn to analyse syntactically complex sentences in order to find their "backbone" (an example can be found in Berezowski, 2012: 20-22).

Moreover, as mentioned in the context of realism in LT classroom, translators of English often have to deal with STs written in English by non-native speakers (Biel, 2013: 21), which pose different difficulties from NS English because of linguistic transfer from the writers' L1, including unconventional collocations and terminology, which can render translation more difficult and increase the risk of errors (Albi-Mikasa et al., 2017). Unfortunately, due to globalisation, legal translators receive more and more texts of this kind for translation or, rather, revision (Setkowicz-Ryszka, 2024b) and they cannot be neglected in training (Balogh, 2019: 29). Even the use of MT is sometimes advocated, despite the still high number of errors in MT output (Balogh, 2019; Biel, 2013; Setkowicz-Ryszka, 2022d; Sycz-Opoń, 2014).

3.4.5 Genre awareness

Moving up from the level of individual words to larger language units, formulaicity is also a feature of whole legal documents, so within a certain legal genre, for instance judgments, contracts or wills, "the structure and the content also remain to a large extent the same" (Ruusila & Lindroos, 2016: 124). This is why comparative studies of full documents having a similar function in the two legal systems are a useful element in training. In the period before the digital revolution, compilations of typical documents from various legal systems used to be a popular resource for legal translators (a number of such compilations were published under the auspices of the Polish Society of Sworn and Specialised Translators). Now they can often be found online. It is an additional advantage of project work that complete texts may be used, in which case trainees can observe the features of genres they translate than by individually translating

smaller fragments (Balogh, 2019: 29). Apart from familiarity with the legal language in general, legal translators also need familiarity with various legal genres. Genre is defined as:

a recognisable communicative event characterised by a set of communicative purpose(s) identified and mutually understood by the members of the professional [...] community in which it regularly occurs. Most often it is highly structured and conventionalised with constraints on allowable contributions in terms of their intent, positioning, form and functional value” (Swales, cited in Bhatia, 1993: 13, italics in the original).

Genres differ in terms of “structure, style, content and intended audience”, while texts belonging to the same genre display “similarities in language use” (Balogh, 2019: 20). Balogh (2019: 28-29) suggests analysing the features of various legal genres, beginning with more prototypical genres, like statutes and contracts. Another strategy may be comparing differences between various genres, particularly those belonging to prescriptive ones (legislation) and descriptive ones (legal opinions, law textbooks and scholarly papers), where differences between legalese and plain language may emerge, too. Importantly, Balogh warns that translation tasks should only be assigned after the various genres of legal texts have been analysed and after a crash course in law and legal terminology. As proposed by Bhatia (2017: 196-198) in the context of learning English for Professional Communication, when target behaviours or professional practices are identified (e.g. contract drafting) it is possible to “move backwards” to identify the genres that are needed for such practices, what lexico-grammatical structures or rhetorical structures are crucial, as well as the contributing genres (e.g. legislation, textbooks or essays on law). Especially at initial stages of training, corpora can be useful for observing the main features (linguistic, discursive and socio-pragmatic) of a certain genre of texts as well as the translational choices and strategies of others (Anesa, 2022: 118-119). Bhatia, too, advises corpora as one of the steps in analysing unfamiliar genres - in addition to placing a genre-text in a situational context or studying its institutional context - in terms of their lexico-grammatical features, patterns or structural organisation (1993: 22-34).

3.4.6 Understanding the ST

It is obvious that a good translation must start with a good understanding of the ST. Soriano-Barabino (2020) advocates a detailed analysis of the text, including the macro- and micro-structures, the overall communicative situation and the translation brief. A considerable amount of knowledge discussed in the preceding subsections is already needed to complete the ST analysis, as can be seen in Table 3-3. With practice, such analysis should become almost unconscious and automatic, but initially “students often have problems in understanding that their task basically consists of ‘explaining’ a source text written in a particular language and belonging to a given source culture in a different language to readers belonging to a specific target culture” (Soriano Barabino, 2020: 293).

Name of document (ST):		
Communicative situation (ST)		
Producer:		
Receiver:		
Function:		
Cultural aspects	Textual aspects	Linguistic aspects
Legal family	Text category:	Level of specialisation:
Legal system	Normative texts	– Discourse: legalese or plain language
Branch of law	Judicial documents	– Terminology (frequency of):
Public/private law	Administrative texts and documents	– Specialised terms
Substantive/procedural law	Public documents (issued or authorised by a certifying officer)	– Semi-specialised terms
	Private documents	– General terms
	Informative texts	Legal language:
		– Normative
	Text genre (ex. statute, contract, will, etc.)	– Judicial
		– Administrative
		– Notarial
		– Used in private documents
Translation brief:		
Receiver (TT):		
Reader (TT):		
Function (TT):		
Translation strategies:		
Intra-systemic or inter-systemic translation:		
Documentary vs. instrumental translation (Nord 2018):		
Other relevant information		

Table 3-3. Model for ST analysis in LT (after Soriano Barabino, 2020: 290)

Biel suggests specific tasks to develop a functional approach to legal translation based on a deep understanding of the ST, including contextualisation of the ST (role and status of the text, its author and addressees), analysing the macro- and micro-structure, but also identifying critical (high-risk) elements or potential translation problems and searching for additional information to understand the ST (Biel, 2013: 21). In terms of the approach to analysing legal texts, Catherine Way (2019b: 266) advocates Critical Discourse Analysis, comprising “the description of a text, the interpretation of the discursive practice (production, distribution, and reception of the text) and the explanation of how the discursive practice is related to the social process”, in combination with the framework for decision-making, which is developed gradually throughout the course. Finally, it is important to warn trainees that the quality of legal STs is not always high and that in real life – on top of other challenges posed by legal texts - they may have to try to understand and translate defective texts (Ruiz-Cortés, 2024).

3.4.7 Legal translator research

... if you give a man a fish he is hungry again in an hour. If you teach him to catch a fish you do him a good turn. (Anne Isabella Thackeray Ritchie, *Mrs. Dymond*)

It is generally agreed that information literacy is a "central element in the skills sets of professional translators" and translation as such is a "knowledge-based activity", so teaching it is an important task in the training of all translators (Austermühl, 2012). Shreve's remark on various expertise acquisition trajectories stresses how information research can compensate for lack of knowledge:

there can be different kinds of translation experts, for instance, those whose expertise is founded on highly developed linguistic and subject area knowledge and whose information seeking and instrumental skills are essentially unremarkable. Conversely, there can be translation experts who compensate for merely adequate background knowledge in a subject domain by exhibiting extraordinary performance in information-seeking (2006: 40).

Legal translators can be asked to translate texts from many branches of law, concerning legal procedures or institutions from various legal systems, so no amount of training can prepare them for all problems they may have to solve in the course their work. A more realistic view is that it is currently more important to know "how to find reliable information and filter, select, and use it correctly" (Way, 2016: 1015), which can be compared to teaching them to catch fish in the opening quote. According to Prieto Ramos, the ability to do terminological research is a marker of specialization in LT and is underpinned by subject-matter knowledge. More expert legal translators consult multiple sources, are able to assess their reliability and to tailor their searches for greater effectiveness (Prieto Ramos, 2021: 280-281). Research for translation purposes may require the use of search optimisation techniques and search operators (Paradowska, 2021: 126-129). Meanwhile LT trainees consult mainly bilingual dictionaries and search most often for equivalents of SL lexical items, often stopping after the first lookup (Sycz-Opoń, 2019). This is similar to the situation in general translation courses, where trainees at the start rarely use online resources to develop their background knowledge or find parallel texts (Paradowska, 2021: 124). But a difference can be noted as early as in a comparison of first- and second-year MA students of LT. In a study by Carla Quinci (2024), second-year students already used a greater repertoire of sources and made more searches, though the total search time was lower in proportion to the total time spent on translation or PE tasks, which seems to confirm the importance of thematic knowledge for search efficiency.

Naturally, trainee legal translators need to be introduced to as many information sources as possible, first and foremost for terminology research (a list is provided by Prieto Ramos, 2021: 283). They also need to know when a given kind of resources may prove useful (the availability of resources depending on the types of contractual provisions is discussed in Setkowicz-Ryszka, 2022b). Even though most trainees belong to the so-called digital natives, they need to be taught to use online information sources, which translators currently prefer to electronic or paper resources (Prieto Ramos, 2021: 281). The trainees may not have had much exposure to solving ill-defined problems, such as in those found in LT, especially between very different legal systems. It is important to make them aware we all have knowledge gaps and need to fill them in order to translate legal texts successfully. The second important task is changing their information-seeking behaviour as their awareness of the complex and interdisciplinary character of LT grows. Information competence needs to be learnt by doing, by practising the acquired knowledge in research conducted to complete translation tasks and reflecting on their own performance (Paradowska, 2021: 203-204). Also, since research preferences and behaviours are often relatively fixed to the extent

where we can speak of research styles (Gough, 2024; Sycz-Opoń, 2021), trainers may need to help trainees modify their styles to better suit the research needs of LT.

3.4.8 Technology

Translation is a highly technologised activity – for better and for worse (see Ehrensberger-Dow & Massey, 2014 for a thorough summary of constraints and affordances of translation technologies). Translation technology serves mainly to extend human memory, generate more alternatives to choose from, but can make the decision-making more complex – “what you win on the swings, you lose on the roundabouts” (Pym, 2011: 1-2). And once a certain technology has become available, it is unlikely that people – including non-professionals – will refrain from using it (Pym, 2011: 5-6). Therefore, any translation trainee, regardless of specialisation, needs to be familiar with digital tools and, more generally, automation in the translation profession. Technology appears rarely at the level of curriculum design, but is found more often in syllabi, while technological innovation has been found to be “a disruptive force in translator and interpreter education and training” (Sawyer et al., 2019). However, technology-based modules tend to be taught separately from practical translation modules and often well before them, which may prevent students from developing a “habit of using these technologies in specific translation contexts that emulate the work they will be commissioned [...] in the future” (Sánchez-Castany, 2023: 39).

As Dunne and Dunne put it, part of the evolution of the translation profession was a shift from translation aids to “translation technologies such as [CAT] tools, and the subsequent evolution of those technologies from the desktop to corporate servers to the cloud”, while the technology of translation projects is increasingly complex (2011: 3). This calls for inclusion in translator training of such topics as terminology management, controlled authoring, PE and engine tuning, (Mellinger, 2017). As reported by Hao and Pym (2021), the importance of technology training is confirmed by those graduates of (general) translation programmes who go on to work as translators. Compared to graduates employed in other language-related jobs (mainly teaching) or in other sectors, translators ranked skills such as MT use, knowledge of translation technologies and TM usage among the top five skills. The overall category of technology-associated skills proved the most important skill group for translators, who wished they had had more training in them, but the least important one for the remaining graduates (Hao & Pym, 2021: 164,-65).

As evidenced by the two runs of an online survey concerning tools and technologies training in Translation Master’s programmes from the EMT network, between 2012 and 2017 there was a clear increase in the time spent on training in tools and technologies for translators and the range of tools covered, with new skills, such as MTPE and MT evaluation, added to syllabi (Rothwell & Svoboda, 2019). It is suggested that “higher education institutions also need to keep abreast of technological developments if the aim is to prepare future-proof professional translators” (Rodríguez de Céspedes, 2019: 104). Considering the growing demand for MTPE on the market, Quinci (2024) posits that the question is no longer *whether* MT should be introduced when teaching LT at university level, but *when* this should happen. She is particularly concerned about the risk that pre-translated texts might hamper the development of trainees’ thematic and info-mining competences as both the number and range of consulted sources seem to drop when students post-edit as opposed to translating from scratch (Quinci, 2024: 302). Killman suggests that, due to its inherent complexity, LT requires scaffolded approaches to MT introduction. He recommends starting with an analysis of the quality of (adequate and inadequate) MT renditions and (necessary and

preferential) edits made by post-editors, moving on to PE of texts that trainees previously translated from scratch. Rather than train students in PE and risk impeding the development of their ability to translate, the aim is to engage them critically, to allow them to see the threats and opportunities, while developing their own knowledge (Killman, 2024: 282-283). Wiesmann (2019: 150-151) stresses the need to make trainees aware of MT limitations by introducing typical MT errors in different text types, comparing human and machine translations in terms of adequacy and analysing their own TfS and MTPE.

Briva-Iglesias and O'Brien (2022: 28) suggest that there are potentially "sustainable, human-centric career positions in the language services industry" in the age of automation. Judging by job offers and job trend reports, they suggest three areas where technological and linguistic skills are combined: natural language processing (e.g. computational linguists or data annotators); creative sectors in communication (e.g. digital content creation, online marketing or videogame localisation), and user experience, including testing user interfaces and evaluating communication with virtual assistants. In a similar vein, an analysis of a corpus of job advertisements in technology companies in UPSKILLS project reveals that candidates are often required to have data and research skills plus disciplinary knowledge in language and linguistics. The other two main groups of skills are communication, interpersonal and organisational skills and technical skills, including programming (Ferraresi et al., 2021). Yet, as emerged from direct exchanges with technology companies, technical skills are what potential employers are willing to teach candidates who possess the other skills they require (Bernardini, 2023). Another suggestion is that thanks to translators' MT literacy, developed in order to perform translation tasks, they might also act as MT consultants engaging with both MT developers and clients wishing to deploy it (Ehrensberger-Dow et al., 2023: 407).

Apart from those newly emerging careers, having in mind graduates who might choose to make a living by translating, Fantinuoli (2022) suggests that instead of narrow specialisation in using a certain set of tools, which keep changing due to the progressive technologisation of the profession, translator training should focus on core skills which are fundamental to translation, such as emotional intelligence, mental flexibility, curiosity, critical thinking, as well as the ability to navigate the automation and AI as the drivers of change in the profession. Reflecting that the competences of today will not necessarily matter in the future, Rodríguez de Céspedes (2019: 113) suggests greater focus on "honing traditional and 'unique' human skills such as first language proficiency and mastery of language skills that involve creativity".

In the context of institutional translation, Lafeber (2022) draws attention to the fact that with so many translation-related tasks already automated, the tasks remaining for human translators are the most cognitively demanding ones. Greater focus on creative writing (e.g. paraphrasing, plain-language editing, writing in various styles) is postulated in response to the society's perception and trainees' fears that technological developments will make translators redundant. The advantage of human translators over MT lies in their ability to identify problems in the ST that require creative departures from a mechanical reproduction of the ST wording (preferably in several alternative ways), overcoming the "hypnotic effect" of the ST, which MT systems are unable to do yet (Guerberof Arenas & Asimakoulas, 2024: 227, 229, 232). Some creativity, yet supported by knowledge, is also required in the case of problems in LT (Killman, 2024: 277). Pym (2019) justly points out that there are still many skills or abilities in the domains of knowledge, information processing or social communication that are automation-resistant, so greater emphasis should be placed on them. Even in the field of language skills, he differentiates between access to linguistic

or subject knowledge (algorithms finding candidate translations or case law) and mastery of such knowledge: experts' ability to choose and adapt what the algorithms find. Seen from this perspective, what translators sell is not words, but trustworthiness, particularly in high-risk passages (Pym, 2019).

Still, if today's trainees are to remain on the market of language services, including translation, where their role will increasingly be that referred to as "human in the loop" (O'Brien, 2021b: 71), training in technology is necessary and it should be "embedded in courses across the translation curriculum" rather than taught as a separate module (Mellinger, 2017: 290), similarly to information competence training. Therefore, also in LT training, the technological competence should be treated as a cross-curricular one, developed alongside the core LT competence (Borja Albi & Martínez-Carrasco, 2019: 197), and use of technology should be encouraged "whenever possible" and in as many contexts as possible so that the trainees can build their expertise in the use of technology in translation (Pym, 2013: 497-498). This should enable them to choose the best tools for the task at hand or quickly adapt to previously unknown tools, if requested by the client or LSP (Angelone, 2023: 69). Another advantage is better retention of knowledge about technology when the latter is taught along another skill, e.g. revision, and better understanding of human roles in the context of learning about tools' functionalities (Summers et al., 2023). In times of overstated claims about MT or generative AI, trainees also should be encouraged to see the limitations of technology and not to put excessive trust in either TM matches or MT output (Pym, 2013: 495).

3.4.9 Ethics

In addition to "hard skills", training should also prepare future legal translators to make ethically informed decisions. It is especially legal translators and interpreters who "have traditionally been bound to strict compliance with recurrent principles in the normative discourse regulating professional conduct, including faithfulness, accuracy and neutrality", while legal translation is "often conceptualised as a 'special' type of translation bound to non-negotiable requirements" (Martín Ruano, 2015: 141-142).

As in general the relationship between translators and their clients is largely based on trust (Pym, 2020), codes of conduct and codes of ethics have been adopted by professional translator associations since the starts of the 21st century (Drugan & Megone, 2011: 185-196). On the one hand, they serve as signals of professionalisation or markers of status of the profession to the outside world (J. Lambert, 2018; Martín Ruano, 2015). On the other hand, they are intended to help translators solve ethical dilemmas, though it is pointed out that often they fail to help in dealing with actual problems or to provide guidance on many pressing issues, such as the use of translation technologies (Bowker, 2020: 269) or remuneration for translation services (Lambert, 2020: 173-174), both of which are left out of the codes as yet.

Meanwhile, the work of translators involves many layers of ethical reflection. The kind with the longest history is fidelity to the ST, also known as the ethics of representation (Chesterman, 2001: 139-140; Drugan & Megone, 2011: 185). But subsequently, new points of view were added: loyalty to the client (ethics of service), boosting intercultural cooperation (ethics of communication) or norm-based ethics, i.e. "expectations, mainly in the target culture, about what translations are supposed to be like in that culture at that time" (Chesterman, 2001: 140-142). The dangers of reifying certain practices, excluding the possibility of change and limiting translators' behaviours – when certain discourses become "internalised as natural or inescapable" – are also pointed out (Chesterman, 2001: 143; Martín Ruano, 2015: 142).

It is suggested that ethical reflection, just like the use of translation technologies and information research, should become part of any translator training programme, even more so part of training for legal translators. Trainees often fail to realise the ethical dimensions of translation when they begin training, so they need to be guided first to notice the multiple possible ethical stances and then to critically reflect on the often conflicting values, such as fidelity, truth or neutrality, and to negotiate them, bearing in mind their own responsibility for the translated text (Floros, 2011). Considering the special trust put in the skills of legal translators,³⁴ the job of a legal translator clearly involves many high-stakes situations, calling for adequately sharp ethical thinking. While making trainees aware that ethical thinking underpins all their decisions and that there may be a “contradiction between theoretical ideals and actual contexts of practice”, which experienced translators are more expert at dealing with, “training cannot offer answers but at best generates questions for the persistent interrogation of beliefs which is seen as the basis of all ethical action” (Martín Ruano, 2015: 143, 152).

3.4.10 Other skills

Besides developing legal knowledge and translation skills of the trainees, trainers need to remember that in the whole translation sector, including legal translation, there has been a shift from in-house work towards translation assignments being outsourced, therefore now a clear majority of translators are self-employed freelancers (do Carmo, 2020, 2023; Dunne, 2012; Moorkens, 2020). This is why training translators for the language services market means trainees need to “develop and maintain a portfolio of professional knowledge and skills encompassing not simply language, translation and cultural issues, but also business acumen (including marketing, sales, finance and tax matters, contracting, administrative processes, and business networking), research skills [...] and information technology competence” (Fulford, 2012: 273). Most of them belong to translator competence, not TC (Pym, 2012: 282).

In an analysis of curricula of European Masters in Translation programmes from across Europe, Torres-Simón and Pym found that courses focusing on the translation profession, including the financial and management aspects, were not offered in around a third of programmes, while in the remaining two-thirds such courses accounted for 2-17 percent of the total credits. This is so despite the central place occupied by translation service provision in the EMT model (Torres-Simón & Pym, 2019: 85). Even though at the post-diploma level, most trainees are already in employment, not all of them work in the language services sector. Therefore, they might need to approach their translation/PE assignments also as an opportunity to observe what pricing strategies (based on the number of words, number of characters, time spent on task, or – in the case of PE – editing distance) can be applied in what contexts, what their pros and cons are, and even what software can be used to support the calculations (Girletti & Lefer, 2024).

In the context of translator training in general, it should also be borne in mind that many trainees will not work as translators after graduation. According to data collected by Hao and Pym (2022), who cite a number of studies with surprisingly similar figures, only a third of translation programmes graduates are actually employed as translators or interpreters, while half of them find other jobs where their language skills are used. This might suggest that transferable skills (interpersonal skills, learning to use and evaluate

³⁴ In Poland the profession of sworn translator/interpreter is sometimes seen as a so-called public trust profession (Koźbiał, 2024).

software, critical thinking, etc.) should be given more prominence. Those graduates who do not work as translators, but in language-related jobs and in other sectors, value personal and interpersonal skills more than fundamental translation skills and technology-associated skills. And in the category of personal and interpersonal skills, the highest importance was given to communication skills, followed by project management, critical thinking and risk management (Hao & Pym, 2021: 163-165). The UPSKILLS project, referred to above, also confirmed the importance of the transversal skills mentioned above in new emerging jobs for linguists (Bernardini, 2023; Ferraresi et al., 2021: 15-16). Maybe closing the perceived academia-market gap should not take precedence over developing translators/linguists holistically – as “all-rounded humans and empathic mediators” – in a fast-changing world (Mastela, 2023: 27-28, 44).

Critical and independent thinking seems to be a fundamental skill for legal translators, considering the ill-defined problems they encounter, and should be applied at all stages of the translation process: understanding the ST, devising strategies on the basis of what they know about the given assignment, searching for information and evaluating the resources (especially as so few are prepared with translators in mind), as well as assuming the recipient’s perspective. A lot of the training in fact involves making trainees less reliant on, e.g. supposedly equivalent terms provided by dictionaries, which should not be accepted “at face value, and further investigation should be carried out to ensure the term selected is an appropriate equivalent” (Orozco & Sánchez-Gijón, 2011: 28). This effort to make trainees double-check even answers found in sources they consider authoritative comes hand in hand with the trainer positioning themselves as just a slightly more experienced member of the learning community, who does not have all the answers, and viewing errors as an inevitable part of the learning process (section 3.4.11).

For LT trainees surveyed by Kościółkowska-Okońska (2014: 71), cognitive skills – understood as “good memory [...], ability to concentrate, ability to self-discipline [...], motivation to learn, ability to apply effective decision making and problem solving strategies” – clearly gained importance after they attended their LT course. Only 28% expected they would need to work on them before the course and 35% considered such skills a prerequisite for starting the course. The figures soared to, respectively, 95% and 88% after the course. Another soft skill is dealing with emotions that accompany translation and developing trainees’ emotional intelligence. Research shows that even though emotional intelligence is a relatively stable personality trait, it can be developed. It is particularly simulated translation bureaus that permit trainees to recognise – and try to regulate - the stress, frustration, fear or feeling of letting others down that may accompany group translation projects (Penet & Fernandez-Parra, 2023).

Trainees need to be made aware that their professional development will not be complete at the end of the course. A lot of professional learning happens after graduation, through continuous professional development, which translators need to plan “in the light of the decisions they have made regarding the type of translation work they wish to undertake (e.g. subject specialisms, document types) and the working practices they wish to adopt (e.g. types of client to work for, the use of translation tools, or not)” (Fulford, 2012: 273). It also happens on a daily basis when legal translators look for solutions to particular translation problems. In addition to practice, self-reflection and personal involvement are seen as the basis for progress, be it in formal training or self-learning, as stressed by experienced translators (Whyatt, 2017: 54). In this vein, Klimkowski (2008: 75-76, 78) warns against giving trainees an implied sense of “completion” of their learning process once they master what is taught in a given course or programme

and postulates thinking about TC as an open one and instilling in trainees curiosity, even a certain “hunger for knowledge”. What makes TC open is certain ways of thinking, patterns of behaviour and attitudes that permit translators to engage in lifelong learning, for example:

- awareness that any translation assignment requires the translator to learn something new or least validate the knowledge they already possess;
- knowing where to look for information, but always looking for new sources of information; and
- ability to notice when the client/author has to be consulted and to use such consultation effectively (Klimkowski, 2008: 76).

Consistently with the above, Polish sworn translators, regardless of whether or not they completed post-diploma courses for in LT, as a rule stress the “long and laborious process of self-teaching” (Solová, 2015: 247). When compared to other potential factors boosting experienced legal translators’ professional development, self-study/own research was the only factor seen as positive by all respondents in the survey on legal translators’ perceptions of their own expertise, discussed in more detail in section 3.2.

Due to the evolving professional roles and technologies, translators/language professionals will need to adapt and learn new skills (Ehrensberger-Dow et al., 2023: 394). It is suggested that translators may assume the role of language-service advisors, helping clients decide whether MT can be used for a given translation project and to what extent (Melby & Hague, 2019: 216) or MT literacy consultants, helping others become more critical MT users (Ehrensberger-Dow et al., 2023; *S2E6 - Lynne Bowker - Machine Translation [Source 2 Target Podcast]*, 2023). As reported by Briva-Iglesias and O’Brien, “industry trends indicate that the combination of communication and technology will be increasingly needed” (2022: 39). Their suggestion is that in sectors where technology is the “backbone”, but where the human element is also essential, trained translators can make use of their transversal skills to “offer added value in the global value chain of the automation age” (Briva-Iglesias & O’Brien, 2022: 41).

3.4.11 Learning from errors

Another tenet of andragogy that seems important in the context of training legal translators is that learning is based on experience, including errors (Domagała-Kręcioch, 2019: 100; Williamson & Stevenson, 2022: 3). Pym, too, admits that learning “through trial and error” is a fairly frequent way to acquire translation competence, though he places it outside university training – as part of learning on the job (Pym, 2012: 475). But as Angelone (2018: 22) points out, in real life translators usually get little guidance on the potential causes of errors and feedback is limited to pointing out and correcting errors. It is up to translators to identify and improve any inefficacious patterns in their performance.

Errors are inevitable and can be a source of learning in university education as well, or they at least enable the trainer to diagnose the issues that need to be discussed in class. This is particularly true of recurrent errors (Simonnæs, 2013: 101). However, in Polish education, the dominant approach is error prevention rather than error management. The latter includes learning from one’s own and others’ errors and building negative knowledge that results in taking steps to prevent making similar errors in the future (Domagała-Kręcioch, 2019: 99, 100). This may partly explain why mature students, after 15-17 years in education, are reluctant to offer suggestions of translation solutions or improvements to translation solutions proposed by other trainees (Setkowicz-Ryska, 2022a: 64). The educational activity of adult

learners is influenced by their past educational experiences, so fear of consequences of errors may still inhibit trainees' readiness to try their hand in new situations (Domagała-Kręcioch, 2019: 99, 100). Whether or not the differences between child and adult learning are indeed as deep as postulated by Malcolm Knowles (a summary is provided by Klimkowski, 2016: 121-123), it is commonsensical to see LT trainees as individuals with both enriching life experience and oftentimes stifling school memories. The more experience trainees have, the more it becomes possible to replace lecture-like presentations with discussions aimed at pooling together knowledge (Setkowicz-Ryszka, 2022c). Accumulated life experience can be also another argument for groupwork in the translation classroom, which is not only more realistic considering the market reality, but also allows trainees to appreciate other points of view, argue for their solutions and help each other overcome difficulties by sharing their knowledge (Klimkowski, 2008: 77).

The negative school experience is certainly a challenge for a trainer who would like to develop trainees critical thinking in general, a self-critical attitude (but also ability to challenge "authoritative" sources) or ability to tailor translation solutions to individual constraints of a given task, rather than look for "the correct solution". The fear of errors can be aggravated by the widespread linguicism, or discrimination of persons who do not use the standard language or who make errors, both in their mother tongue and in foreign languages. It often leads to criticising and correcting persons who make errors on social media and even to perceiving such errors as signs of low intelligence or status. Some comments made by linguicists are ironic or even aggressive, while their addressees experience discomfort or anger (Liber-Kwiecińska, 2022; Ratajczak, 2023: Ch. 2). The outcome is often self-doubt and reluctance to speak, while language professionals can fear that any error might be seen as a sign of their incompetence (Ratajczak, 2023: 45).

Thus, an important part of the training process is providing a safe space for making errors and persuading trainees that it indeed *is* safe to make errors in class (Setkowicz-Ryszka, 2022c). The idea of greater playfulness in education and letting students fail and learn from such failures is stressed as a goal at the Institute of Translation and Interpreting at the renowned School of Applied Linguistics in Winterthur, Switzerland (Wright & Delorme Benites, 2024). This seems to be confirmed by the results of a study in which, when asked about what trainers can do to deal with students' anxieties about their future career or make them "feel psychologically secure" as translators, students stressed the need for an emotionally safe training environment, where trainers inspire optimism and show support, while "focus[ing] on the weak points of the students, instead of following a strict, pre-set agenda" (Cozma & Dejica-Cartis, 2013: 896-897). Robinson (2012: 45-46) stresses that enjoying translation is important for becoming a translator and not burning out. Mastela (2023: 44) adds that enjoyment matters also to translation teachers.

This problematic approach to errors in combination with the fact that errors in trainees' translations often resembled MT errors has led me to introduce PE exercises in the contract translation classes. It was also possible that they were indeed MT errors, as can be expected from students who learn in school to be economical with effort and even lie, since only the final effect matters and not the path to it (Domagała-Kręcioch & Majerek, 2014). Previously I had only used such exercises in courses for practising translators. The arguments for using PE included the less personal nature of correcting errors made by algorithms as opposed to those made by classmates, the ability to work on a larger volume of texts, focusing more on research on problematic items, as well as the decent quality of NMT of contracts.

But for me the main benefit was reducing the trainees' (potential) anxiety about discussing one another's errors (cf. section 1.4.3), while still providing an opportunity to learn from errors. Despite some differences in human and machine-translated texts, both contain errors that – if made by humans – can result from insufficient knowledge about legal systems, failure to apply the conventions of legal language or lack of sensitivity to context, all of which can be fruitfully discussed in class. Similarly, there would be no translator's explanations in MT output, which could stimulate reflection about the recipient's perspective (Setkowicz-Ryszka, 2022d). However, there were also risks, such as exposure to errors (too) early in the training, exposure to MT errors that human translators do not make, or a stronger priming effect. However, Yamada argues that MT output provides learning opportunities for both foreign language learners and non-professional translators as it can serve as the so-called bad model, helping to emphasise differences between L1 and L2 (2019: 190). Moreover, especially with the introduction of NMT, mistranslation appears to be the most frequent error type in both human and machine translations. The slightly greater similarity of errors made by NMT and humans is in contrast to earlier, statistical MT systems, whose errors were different and easier to spot (Yamada, 2019: 194).

3.4.12 Assessment

Polonius: My lord, I will use them according to their desert.

Hamlet: God's bodykins, man, much better! Use every man after his desert, and who should 'scape whipping? Use them after your own honour and dignity [...] (Shakespeare, *Hamlet*, Act II, sc. ii).

A topic related to learning from errors is assessment of trainees' translations or individual translation solutions, briefly mentioned in this section's introduction. Assessment is also closely linked to the question of translation quality. Dictionary or encyclopaedic entries relating to translation quality and assessment appeared relatively recently: in the late 1990s/early 2000s (Dybiec-Gajer, 2013: 31-32). Translation quality in turn is notoriously difficult to define and, as Dybiec-Gajer (2013: 38-46) reminds, there are many conceptions, including quality as meeting the norms of what a good translation is, as subjective assessment, as the degree of equivalence between the ST and the TT, as the degree of TT's textual fit or as fitness for use/client satisfaction. Quality can also be assessed in the context of translation process, as stressed in the relevant ISO standard (Dybiec-Gajer, 2013: 58-63), currently ISO 17100:2015 *Translation services — Requirements for translation services*.

Apart from the diagnostic assessment taking place at the start of a course of study, the main types of assessment are: formative assessment, which serves to "improve individual performance, monitor the acquisition of competences and identify areas for improvement and individual learning needs", and summative assessment, whose aim is to "provide benchmarks or grades by substantiating compliance with required standards or levels or to accredit performance" (Way, 2020: 184-185). In assessment it is important to avoid the traditional and excessive preoccupation with errors in translator training and in the translation industry in general. "[C]ounting errors is still the one known or assumed way to instruct students in a centuries-old educational model [...] This red-pen approach translates into a red-pen syndrome once students [...] enter the translation business" (Muzii, 2014: 425). Trainees are also told that even without mistakes a translation that uses the wrong style, tone or register can be a bad one, so even

an error-free translation can “always be of poor quality for someone, due to the highly subjective assessment criteria” (Muzii, 2014: 426).

While the “red-pen approach” may not have disappeared entirely, alternative methods were developed long before Muzii’s critique. As Dybiec-Gajer notes, they are more woven into the training process as such, more authentic, dynamic (changing with the learner’s progress) and pluralist (including self- and peer assessment). Rather than tests, assessment can concern portfolios, translation projects or translation diaries/commentaries accompanying the translated texts. Observation methods are used to assess translation processes. Even the assessment of translated texts is based on other criteria than just finding errors: utility of the text for the intended reader, the degree of the translator’s intercultural awareness and the linguistic or other competences presented by the translator (Dybiec-Gajer, 2013: 130-131). Finally, assessment can be holistic (intuitive), where the whole translation is judged as acceptable or unacceptable, or analytical, where predetermined criteria are taken into account. In the latter assessment models, individual categories of errors are distinguished and weights are assigned to them, so various sub-competences can be analysed separately. Importantly, neither is fully objective, though analytical models try to limit subjectivity (Dybiec-Gajer, 2013: 135-137). In the context of LT training, the criteria applied to assessment in Polish state examinations for sworn translators may be important. These criteria include: equivalence versus the ST, specialist terminology and phraseology, correct use of general language, correct register and adherence to formal rules of certified translation (Dybiec-Gajer, 2013: 144)

I believe I started training legal translators as an “error hunter”, but soon relaxed towards providing more support via the traffic-lights system, suggestions of improvements and feedback. In fact, one of my surprises as a trainer was that sometimes a translation assignment with a fair number of errors was easy to mark (and fix), while there were also assignments which were so bad that pinpointing and classifying errors was a difficult task. This seems in line with the observations of Don Kiraly, namely that “rigid error categorisation systems are unlikely to be very viable” (Kiraly, 2000: 158) and that “the only correct criterion for quality assessments of students’ translations is the amount of time required to transform them into print-ready texts” (Klaudy 1995 cited in Kiraly, 2000: 158). It is also important to recognise that such assessment is not fully objective, just like in real-world translation work (Kiraly, 2000: 159).

As for trainer-trainee communication, even the seemingly unidirectional marking of translations is an opportunity to provide feedback for learning, some of which might require a response from the trainee (Washbourne, 2014: 245-246). A detailed analysis of errors and strengths with feedback is time-consuming and does not always tell the trainees how good their work is overall, while grades alone fail to identify the areas where work is needed (Pakkala-Weckström & Eskelinen, 2018). To me, it seems essential to give feedback that will – at least potentially – help trainees improve their translation processes and, consequently, products. I also hope that this facilitates learning how to assess their own work. In the context of feedback provided to persons learning LT, Way (2019a) reports encouraging results of motivational interviewing on the students’ ability to self-regulate their learning process, thus preparing them for lifelong learning. Motivation, defined as “an internal process that prompts us to act or drives us towards a goal”, is believed to underpin every stage of successfully completing a task such as a translation assignment, including the employment of self-regulated learning, when students plan, monitor and revise

their strategies. Early motivational interviewing intervention might help students readjust their learning strategies and save time that would later be spent on correction and repeated assessment (Way, 2019a).

Klimkowski (2019) stresses that learning involves self-assessment or self-reflection. The reiterative process of learning can be described in the simplest way as constant repetition of phases of diagnostic self-reflection and acting upon such reflection in the performance of a new task. Self-assessment is defined as “a skill of determining one’s learning status quo by reflecting upon one’s performance with the view to determining the positive and the problematic aspects”, which trainers should seek to foster through assessment provided as part of teaching rather than something that only happens when teaching is over (Klimkowski, 2019). This kind of assessment should be communicated to trainees in a problem- rather than person-focused way, oriented towards finding solutions rather than evaluating (criticising or, on the contrary, downplaying the errors), and in dialogue rather than unidirectionally (Klimkowski, 2019).

As mentioned earlier in this section, assessment need not concentrate on the translation product. More process-oriented methods include various commentaries from the trainees. In the written form, such commentaries can be called translation annotations, diaries or journals, reasoned translations, integrated problem and decision reports, where trainees explain their translation decisions. Spoken commentaries include think-aloud protocols (TAPs) and retrospective protocols. All commentaries stimulate trainees’ reflection and self-awareness, though they are also time-consuming and can make it harder to focus on the act of translating. Finally, observational methods, such as keylogging, eye tracking or screen recording, enable trainers (and potentially other trainees) to see the processes and, if needed, ask trainees for explanations later on, without interfering with these processes. Any of these assessment techniques permit trainers to diagnose trainees’ needs and provide more comprehensive feedback, especially about information-seeking behaviours (Dybiec-Gajer, 2013: 163-173).

Whatever assessment is provided, considering the difficulty of LT, it is also helpful to see the classroom as a place of mutual respect, a place where resources are pooled together to solve problems and where errors are seen as a sign that more resources are needed, that is, they have diagnostic potential (Setkowicz-Ryszka, 2022a: 56). The final, summative assessment is inevitable, but before that it seems more productive to see the community of learners as a sort of support group (Setkowicz-Ryszka, 2022c), where the sense of safety is of paramount importance. The atmosphere in the classroom is known to affect the efficiency of learning with fear being particularly harmful for cognitive processes (Żylińska, 2013: 25, 136-137). This matters if one considers that trainees may have educational experiences that stop them from experimenting and looking for solutions, with the inevitable errors (Domagała-Kręcioch & Majerek, 2014), which may negatively affect their ability to learn the complex decision-making process needed in LT (Way, 2014: 141-142, 2016: 1022-1023). The final assessment is also necessary considering that most trainees will subsequently enter the market and many will take exams for sworn translators and interpreters. Therefore, the grade should indicate whether they are ready to accept assignments or take the exam or whether they still need to work towards this aim. At this stage of education, it is inevitable that differences in skills will exist. If this is the case even in primary education, it is unrealistic to expect everybody to meet the same requirements at the end of the course (Żylińska, 2013: 25) or to predict how long it will take for a given person to process the information provided during the course (Żylińska, 2013: 111), so individual progress should be appreciated even if a trainee is objectively not “market-ready”.

4 Contracts as the object of legal translation

When viewed from the perspective of translation purposes, contracts can have equally authentic texts in two languages, even though bi- or multilingual contracts often contain a provision stating which language version is to prevail in case of discrepancies. The translated version is not used just for informative purposes, but the parties need it to know what their rights and obligations under the contract are, and their behaviour will depend on the provisions of the contract. It is also likely that in case of a dispute between the parties, the contract will at some point be translated in order to be used as evidence in court.

Despite the differences in definitions in various legal families, the common element is that:

a contract is basically an agreement creating obligations that are enforceable by law. Essentially, it is the agreement by both parties which creates a contract (Husa, 2017: 265).

Contracts are part of the “‘bread and butter’ activities for lawyers and legal translators” (Harvey, 2002: 178) and may be the first type of legal texts that any translator will work on, well before judgments or civil status documents, which may require certified translation. There are even attempts to translate contracts intersemiotically, in Jakobson’s sense, including translation from natural language into machine language (which makes contracts immediately executable) or “translation of contractual contents through graphics, images, drawings, timelines, and so forth” in drafting (Loddo et al., 2022). Still, translating contracts should be approached with caution as they are used by parties “to regulate their respective interests and to allocate risk and liability” (Cordero-Moss, 2011a: 359), which may involve large sums of money, so as section 2.6 argued, errors may be costly.

Matulewska identifies differences in the legal realities of common law and Polish (civil or continental) law as the main source of problems in the translation of contracts in the Polish-English language pair. These differences result in problems with terminology and phraseology. Since certain expressions or sentences have become fixed in Polish contracts, translating them literally might result in mistranslations or incomprehensible translations (Matulewska, 2008: 75-76). As for English contract language, Berezowski (2012: 1) points out that a good command of general English and knowledge of legal terminology are not enough to understand contracts due to the conservatism of legal English, which retains some grammatical constructions that have disappeared from the general language. Mattila (2013: 320) explains that the tendency of contract drafters to repeat archaic phrases or expressions may be rooted in medieval laws once requiring absolute accuracy in reciting certain formulae during trial (“language rituals”), as well as a strategy to avoid risks. Much less diplomatically, Adams (2004) criticises drafters of contracts in English for “the archaisms, redundancies, turgidities, and other problems”. With some experience of French to English contract translation, he claims that the main problem in translating contracts from English is that

many elements of a contract are included not because of the meaning they convey, but because they’ve always been there and the drafter feels that the contract somehow wouldn’t look right without them. Since the drafter incorporates those elements without considering their meaning, it can be awkward for the translator to attribute meaning to them (Adams, 2004: 17).

This sharp criticism concerns such commonplace elements as “witnesseth” used as a heading for recitals or the consideration recital “NOW, THEREFORE, in consideration of the premises and the mutual

covenants set forth herein [...] the parties hereto covenant and agree as follows”. Adams also criticises the misuse of modal verb *shall* in other contexts than to express the parties’ obligations, as well as synonym strings that do not “enhance meaning” but are included to avoid “selecting the best word for a given provision”, “out of tradition or an excess of caution”. It is therefore the translator’s uncomfortable decision to choose whether to translate just one of the synonyms or try to translate each of them, which may be impossible (Adams, 2004: 19). This may be exacerbated when contracts are drafted by non-native speakers of English, who might copy contractual provisions without fully knowing the meaning of terms like *equity*, *equitable remedies*, *to execute a contract*, *liquidated damages*. This can make the contract internally contradictory or incomprehensible or difficult to interpret (Mattila, 2013: 344-346).

However, before investigating the specific difficulties relating to terminology or phraseology of contracts, it is worthwhile to examine the position of contracts in both legal systems involved and the principles governing them, since the differences in language are underpinned by differences in law.

4.1 The law applicable to contracts

Contracts belong to the most common legal documents in both common and civil law countries. Whenever goods are sold or services provided, a contract is usually made. As Vettese explains:

[c]ontracts are [...] the instruments that define roles, identify responsibilities and contain the expectations of the parties as a result of their contractual relationship. Contracts are considered to be an exchange of promises whereby the parties identify their common understanding of what their expectations are with respect to the transaction (2011: 23).

However, even though contracts written in the common law and civil law cultures document the same relationships or transactions, they are written in quite different ways, the main reason being that

in the common law approach, everything referring to the parties’ relation (duties, onus, etc.) is defined inside the contract with little possibility for the judge to intervene. On the contrary, civil law systems can rely on the definition contained in the civil or commercial codes whereby the substance and fundamental structure of the different types of contracts are clearly identified. For that reason, in Continental Europe, traditional contracts were less detailed than in the common law countries (Vettese, 2011: 24).

This is consistent with the general distinction between the concise language used in civil law texts and the precise language used in common law texts (see section 2.2). According to literature cited by Mattila (2013: 324), English or American contracts can be between twice and even ten times as long as civil-law ones. Such contracts should “address every possible situation that could take place in the future (without the opportunity to refer to written law)” and may “include whatever clause, provided that it does not contravene basic principles of law or legal rules determined by the legislator” (Mattila, 2013: 325). Comparing English and French contracts, Valcke (2019) finds they are founded on different values: in common law parties are simply free to authoritatively determine their relationship, which is an economic bargain, while in civil law this freedom is limited by statutes (the Civil Code), infused with moral values. This affects contracts throughout their lives – from formation (validity) to consequences of breach.

In civil-law countries, contract law (together with the law of tort and restitution) is part of the law of obligations. The obligations under a contract are assumed voluntarily and may be generalised as one party

paying the price, while the other party delivering goods or services (Smits, 2017: 7). Contract law is regulated in civil codes, which, despite differences between different civil law countries, set out certain mandatory and default rules that apply to contracts (Smits, 2017: 18) and often in other, more specific statutes, which may apply, for instance, to certain types of contracts or to contracts with consumers (Smits, 2017: 23). Such a general regulation is absent in common law countries, where the main source of contract law is case law, supplemented with statutes, most of which “amend the common law on a particular point” rather than “comprehensively systematise the existing law” (Smits, 2017: 24).

From a legal point of view, under Polish civil law, a contract is a juridical act in which at least two parties make consistent declarations of intent (*oświadczenia woli*) confirming that they want to create a certain legal relationship. In defining this relationship, they enjoy freedom of contract, which is, however, limited by the nature of the given relationship, provisions of statutory law, principles of community life (*zasady współżycia społecznego*) and customs, all of which determine the contents of a contract on top of express contractual provisions (Szewczyk, 2014). As for the language used, the Civil Code (Article 65) provides expressly that the interpretation of contracts should rely on the intention of the parties and the aim of a given contract, rather than on its literal wording (Jopek-Bosiacka, 2021: 93-94, 96).

Under common law, in order for a valid contract to be formed, there must be an offer, an acceptance and consideration. Of the three, offer and acceptance can be perceived as speech acts – commissive illocutions as defined by John Searle (Schane, 2012). Meanwhile consideration is “the thing, services or promise that is given in return” operates as follows: “in exchange for a promise by one party, a counter-promise or performance is given by the other party” (Smits, 2017: 77-79), while in most civil law countries (with the exception of *causa* in systems based on French law) nothing of the sort is required for a contract to be valid. Consideration can have the form of a bargain, a benefit to the promisor, a detriment to the promisee or a reciprocal performance (Schane, 2012: 109) and is often mentioned in the recitals of a common-law contract (Adams & Bischoff, 2019), although its existence can be established from other provisions, even if the term is not used (Adams, 2015). Apart from these fundamental three elements, other conditions mentioned in various sources include (legal) capacity to enter into the contract, the intention to be bound by it, a lawful purpose and mutuality, that is, a “meeting of the minds”, with the acceptance mirroring the offer. Some contracts (e.g. gifts, purchases of real estate) need to meet certain formalities (usually written form, often a notarial deed) to be valid or for evidentiary purposes and there may be sanctions – contracts may be void or voidable – when they are not in the required form (Smits, 2017: 101-115). An interesting comparison between common-law and Chinese contracts notes that the latter are seen as “statements of good intention” forming part of a “long-term friendly relationship” between the parties, who are believed to be able to “work out the details and solve any problems as needs arise” (Cao, 1997: 667). Such deliberate vagueness, imprecision and openness to interpretation can make Chinese contracts “void for uncertainty under common law” where every word in contracts matters (Cao, 1997: 667).

Since a common-law contract has to be self-sufficient, with few terms being implied by statutes or treated as implied by courts, a characteristic feature is an extensive section containing standard provisions that do not concern the subject-matter of the given contract, but certain non-essential, yet important issues. They are often referred to as “boilerplate provisions” (see section 4.3) and include such clauses as term and termination, entire agreement, remedies in case of breach of contract, liquidated damages,

amendments, or governing law and jurisdiction. Such standard provisions became commonplace in international transactions, regardless of the legal system where a given contract is performed, due to globalisation of business and the strong influence of Anglo-American terminology and concepts.

Due to the globalisation processes, with the intensifying international commercial exchange, English has become the global *lingua franca* in all disciplines, including in contracts and other cross-border transactions (e.g. Goddard, 2009: 171). Due to frequent contacts between entities from different legal systems, the difference between the common-law and civil-law contract drafting styles has become less marked (Adams and Bischoff call it even “cross-contamination”). What is problematic, however, is that drafters tend to insert “common-law concepts into contracts governed by the law of a civil-law jurisdiction”, including terminology that is confusing for persons with civil-law background, but also “suboptimal for purposes of common-law drafting” (Adams & Bischoff, 2019). “Transplants” of contractual provisions from one legal system to another can lead to problems as such clauses may not be enforceable under the local law (Vettese, 2011: 20, 22-23). Meanwhile, if legal concepts are transplanted from other cultures, there tend to be changes in meaning under the influence of the recipient system (Chen-Wishart, 2013). Since “the process of adaptation to the local environment will often add new and unexpected elements to the import” (Graziadei, 2006), this leads to a divergence if the same concept is transplanted into different systems (Kusik, 2024). This matters in contracts, whose standard provisions often have impact on the allocation of economic risks, especially those that concern transfer of title, the right to termination for breach, exclusion of remedies or damages clauses (Vettese, 2011: 24-29).

While legal translation usually involves two legal systems, the situation in case of international contracts can be even more complex. Parties to a contract are free to choose any law as the governing law, in the light of which the contract will be interpreted and disputes resolved, or they may not any indicate it at all, forcing courts determining disputes to determine it (Cordero-Moss, 2011: 37-43). Apart from national law, a number of transnational instruments can apply to interpretation of international commercial contracts:

- (i) binding instruments – such as the 1980 United Nations (Vienna) Convention on Contracts for the International Sale of Goods (‘CISG’) creating a uniform law for the aspects of sale contracts that it regulates;
- (ii) instruments issued by international bodies but without binding effect, either as models to be adopted by the legislature, such as the 1985 UNCITRAL Model Law on International Commercial Arbitration [...], or as instruments to be adopted by the parties, such as the UNCITRAL Arbitration Rules [...];
- (iii) instruments issued by private organisations such as the International Chamber of Commerce and without binding effect unless the parties to the contract adopt them – such as the International Commercial Terms (‘INCOTERMS’) or the Uniform Customs and Practice for Documentary Credits (‘UCP 600’); and
- (iv) restatements of principles of general contract law issued by international organisations, branch associations or academic groups – such as the UNIDROIT Principles of International Commercial Contracts (‘UPICC’) and the Principles of European Contract Law (‘PECL’) – or endorsed by competent authorities, such as the Common Frame of Reference (‘CFR’) [...], and [...] the Draft Common Frame of Reference (‘DCFR’) (Cordero-Moss, 2011: 44).

Thus, a translator of contracts can expect to be cognitively juggling more than just two legal systems. There may be instruments of international law or soft law that will come into play and often, like INCOTERMS,

determine the terminology used in the contract. The practical importance of instruments such as the CISG is limited, as most parties (over 70%) exclude its application in favour of national laws and there is little case law and no binding precedent due to lack of “an international appellate court” (Smits, 2014: 608, 609). Yet, considering the growing importance of transnational legal systems and the diminishing role of national ones, the frame of reference becomes more complex with local, regional and global instruments applicable at the same time (Sandrini, 2006: 117, 118) and with “no such thing as an international legal language” (Sandrini, 2018: 513). Giampieri (2024) provides examples of practical difficulties stemming from the different legal orders applicable to contracts, such as different terms to refer to the same legal institution (*withdrawal - cancellation*) or polysemous, partly synonymous terms (*term - provision*).

On the other hand, with contract law having long been among the main areas of interest of comparative law, there is also growing convergence, unification and harmonisation, despite the differences between civil and common law and within these legal families, e.g. France vs. Germany and the UK (England) vs. the US (Farnsworth, 2006; Kötz, 2019). This happens, among other things, through courts’ acceptance for individual exceptions to different general principles, such as the requirement of good faith in negotiations or the remedies (specific performance or damages) available to the aggrieved party in case of breach of contract (Farnsworth, 2006). Still, the convergence of outcomes may come from different justifications, phrased in different language and based on different values (Valcke, 2019: 276).

4.1.1 Features of contracts as specialist texts

Maurizio Gotti, recalling a sociolinguistic scheme for legal genres by Danet, places contracts among frozen written genres (as opposed to merely formal ones) together with insurance policies or wills (2018: 11). These texts exhibit highly formal traits. They differ from statutes in that they apply only to the parties, rather than the whole society. In Tiersma’s categorization, contracts belong to operative legal documents. This is connected with their stronger legal power (creating or modifying legal relations). The language used in operative documents is formal and formulaic, with frequent performatives, and the structure is rigid. The other group, expository documents, such as judicial opinions, are concerned with delving into points of law, and the norms relating to both structure and language are more relaxed (Gotti, 2018: 12).

Zmarzer (2003: 27-29) proposes a typology of specialist texts comprising four dichotomous dimensions. In terms of the character of their form, they can be divided into codified texts, that is, ones that include obligatory elements, and free texts. In terms of their relation to the norm, texts can be standard or non-standard. Their meaning can be theoretical or practical, while their designation can be hermetic (if written for professionals) or universal (if written for a broad audience). Along these four dimensions, she classifies contracts as codified, standard, practical and universal texts (Zmarzer, 2003: 31). While the first three features cannot be questioned – written contracts do follow a certain, rather rigid, structure, with a number of obligatory elements, and serve to determine practical matters, that is, the parties’ rights and obligations – the fourth feature is debatable. Contracts are very often written in legalese (section 2.2.1), which makes them impenetrable for a broader audience. It was precisely the reason why the use of plain language (section 2.2.2) in contracts with consumers was postulated (more on plain contract language in section 4.2.4). But contracts between large enterprises, drafted and negotiated with the help of legal departments are still written to be read (and interpreted) by professionals.

Finally, contracts may be highly specialist texts not just because of the legal terminology they contain. This is certainly challenging at the beginning and may continue to pose challenges when terms appear in new configurations or when one seeks for better ways to express foreign concepts, but legal terms are fairly standard. However, every contract concerns a specific service or product. Consistent with Prieto Ramos' remark that legal texts are hybrid or interdisciplinary, because they deal with various aspects of life (2014b: 263), the subject-matter of contracts can also require specialist non-legal knowledge. In my own practice, I have had to research such diverse topics as aircraft hull insurance, investment loan facilities, distribution of cosmetic products, production of kosher sausage casings or supply of spare parts for snowmobiles. And just as lawyers may assume readers to have background knowledge without which legal language is hard to understand (Azuelos-Atias, 2018), experts writing about the subject-matter of the contract may expect the readers (including the translator) to possess knowledge beyond what is explicitly written in the document.

4.1.2 The structure of a contract

Like other legal genres, contracts are characterised by "macrostructural rigidity" or "inflexibility" (Orts, 2012: 322). The basic structure of any common law contract is fairly standard, especially as contracts are compiled on the basis of formbooks and precedents rather than drafted from scratch (Diani, 2021: 27). This structure comprises "a *title* followed by *premises*, *whereas clause*, *operative part*, *closing*, *signature*, and *appendix*". Funaki et al. (2020: 2046) describe them in more detail:

The *title* is [...] a noun phrase (e.g. non-disclosure agreement) that briefly describes the contract. [...] The *premises* determine the effective date and define the parties involved in the contract. [...] *Whereas clauses* [...] explain the purpose, motivation, and background of the contract. They are sometimes called *recitals*. At the bottom of this component of the contract, consideration, which is a concept of English common law, is often written. [...] The *operative part* describes the main content of the contract. [...] This component also includes definitions and general provisions. In this part, the rights and obligations of each party are defined.

Berezowski (2012: 34) divides the operative part, which is the bulk of the contract, into definitions, operative provisions, which describe what the contract is intended to achieve, and boilerplate provisions. Meanwhile, Trosborg's description of contract structure includes: "title, introduction, recitals, definitions, body of the document, housekeeping provisions, and signatures and dates" (cited after Diani, 2021: 27). Another approach to the structure of a contract is inspired by the so-called pattern language, developed in architecture, where a pattern is "an encapsulated abstract or conceptual solution to a recurring design problem" (Gerding, 2013: 1325). This approach identifies a number of patterns in most contracts (contract architecture), each being a standardised solution to a particular problem (Gerding, 2013; 1339-1341):

- preamble;
- "exchange of promises or performance at the core of the contract";
- conditions to an exchange, including closing conditions, conditions precedent and conditions subsequent;
- representations and warranties;
- covenants, or "ongoing agreements the parties make ancillary to the basic exchange";
- default;

- remedies;
- termination;
- other patterns, including boilerplate (recitals, definitions, general provisions).

In her analysis of the macrostructure of a Polish lease, Matulewska (2008: 67) distinguishes the following:

- title;
- names of parties/premises (if the contract is notarised);
- consideration, or description of the object of lease;³⁵
- deposit;
- duration of contract;
- delivery;
- rules of paying rent and other fees or fares;
- tenant's obligations;
- landlord's obligations;
- contract termination;
- applicable law;
- jurisdiction and arbitration clause;
- amendments clause;
- language and copies clause;
- signatures.

Diani (2021: 28-29) observes that typical sections of common and civil law contracts contain only partially equivalent information, for instance the fact that the seller owns the property to be sold is stated in recitals of an English contract, but in the operative part of an Italian one. Orts' (2012) graphical juxtaposition of a Spanish (civil law) and American (common law) leases in Table 4-1 reveals differences in the order in which the same matters are discussed, but also different topics dealt with in the contract, partly due to the possibility to refer to laws or lack of such possibility.

³⁵ Consideration is a translation of *treść umowy* provided in the article, though the explanation provided by Matulewska suggests rather a description of the premises to be leased.

Macrostructure in the Spanish <i>Contrato De Arrendamiento</i>	Macrostructure in the American Lease
Introduction (<i>REUNIDOS de una parte y de la otra</i>)	Commencement (<i>introductory formula</i>)
Antecedents: <i>INTERVIENEN and EXPONEN</i> (Landlord (<i>Arrendador</i>) and Tenant's (<i>Arrendatario</i>) personal data)	(<i>By this agreement....</i> , date, Landlord and Tenant's details)
CLÁUSULAS (provisions) (Unlabelled): <i>PRIMERA</i> : Statutory framework <i>SEGUNDA</i> : Property <i>TERCERA</i> : Term <i>CUARTA</i> : Rent <i>QUINTA</i> : Services <i>SEXTA</i> : Taxes and dues; Inspection of the Premises <i>SÉPTIMA</i> : Alterations and Improvements <i>OC TAVA</i> : Damage Deposit <i>NOVENA</i> : Statutory framework on Waiver <i>DÉCIMA</i> : Death of the Tenant and Framework Law	Operative provisions: 1. PROPERTY 2. TERM 3. RENT 4. UTILITIES/SERVICES 5. DEPOSIT 6. REFUND PROCEDURE 7. INVENTORY CHECKLIST 8. ADDITIONAL PROVISIONS: Moves a to g (unlabelled): provisions on: (a) Assignment and subletting (b) Inspection of the premises (c) Condition of the Premises (d) Maintenance and Repair Rules (e) Quiet enjoyment (f) Surrender of the Premises (g) Modifications Testimonium (We, the undersigned, agree to this lease)
Concluding formula and legal framework. (<i>A los efectos del Art. 14 de la vigente Ley...las partes convienen....</i>)	
Signatures	Signatures

Table 4-1. Macrostructures of Spanish and American leases (Orts, 2012: 328)

4.2 Typical contract language

Contracts not only follow a standard structure, but they also contain “fixed formulas, reflecting a highly formalized language” (Diani, 2021). A fair amount of contract terminology in civil law and common law systems can be considered equivalents (Orts, 2012: 329). But an important difference between, roughly speaking, civil law and common law lawyers must be stressed. As described by Smits (2017), they differ in their willingness to fill gaps if contracts are incomplete or “do not foresee all possible contingencies”. If the contract fails to specify something obvious, courts may use “supplementary interpretation” to determine what parties could have agreed upon (in England this is called *terms implied in fact*). Other gaps may be filled by inserting the default rules provided for in law (civil law countries) or developed by courts (in England, *terms implied in law*). The approaches to interpreting contracts also differ: subjective interpretation – in civil law countries – gives preference to the parties’ “actual” intentions behind the contract, while objective interpretation – in common law countries – prioritises the actual wording (Smits, 2017: 122-123). These cultural difference plus the different approaches to good faith (absent in English law) call for cautious choice of words in translation, even if most jurisdictions try to find a “compromise

between attaching importance to the intention and the expression thereof”, which in English law is achieved by the concepts of “reasonable person” and “reasonable meaning” (Smits, 2017: 124).

A discussion of contract language should start with the very words *contract* and *umowa* and their near synonyms. If one looks at definitions, *agreement* means “the first prerequisite leading to the formation of a contract”, but both terms tend to be used interchangeably and *agreement* “is preferred in terms of phraseology” over *contract* (Dobrić Basanež, 2015: 184). Based on my own practice as a legal translator, the impression is that the higher the value, the more likely the word *agreement* is to be used in the title (e.g. investment loan agreements). This seems to be confirmed by research on a corpus compiled on the basis of the online edition of Encyclopaedia of Forms and Precedents, where most documents were indeed titled *agreements* (Dobrić Basanež, 2015: 182). Besides *contract*, the term *deed* is still used to refer to agreements whose execution needs to meet formal requirements, such as those which convey land (Black & Nolan, 1990: 414), though *deed* is also used when no consideration is given (Smits, 2017: 83-84).

In Polish, the word *umowa* is used fairly consistently both in legal and general language. However, it is interesting to observe that a calque *kontrakt* appears in the economic and vernacular contexts, in the latter case especially for certain contracts, such as ones concerning employment abroad (2017: 56). I would agree with Matulewska that *kontrakt* does not appear in the legal context if understood as legal provisions, but even legal language makes some exceptions and this word already appears in such terms as *kontrakt menadżerski* (a contract regulating the employment of a manager, but not governed by labour law) or in the names of instruments traded on the stock exchange (*kontrakt forward*, *kontrakt opcyjny*, etc.).

When contracts are translated from English into any language from the civil law area, it is usually helpful to consult the statutory provisions that regulate the given type of contract or the general provisions applicable to contractual obligations. The Polish Civil Code regulates a number of contract types. One can expect to find some basic terminology, such as the name of the contract type, its parties and the essence of the given type of contract, as well as certain applicable rules. Special statutes regulate certain other types: Polish loan contracts are regulated in the Banking Law, while Copyright Law and Industrial Property Law regulate contracts relating to intellectual property. A more general regulation of all contracts is contained in Book Three of the Civil Code, Title III. General provisions on contractual obligations.

4.2.1 Types of contracts and names of their parties

In civil law countries, such as Poland, many types of contracts are regulated in civil codes – they are called nominate or named contracts (*umowy nazwane*) for that reason (Setkowicz-Ryszka, 2022a: 51). This is also true of the state of Louisiana in the US and the province of Quebec in Canada, both of which have civil codes. These provisions define the name of the contract and the names of its parties. However, the particular lists of contracts regulated in individual codes differ considerably, even between two typical civil law countries, such as Poland and Germany. As Osiewicz-Maternowska finds, only 17 out of the 28 types of nominate contracts from the Polish Civil Code have exact equivalents in its German equivalent instrument, *Bürgerliches Gesetzbuch* and the remaining ones are regulated in other statutes (2021: 141, 155). When the legal systems involved belong to different families, it may be more difficult to find the corresponding types of contracts, as described in section 2.5.5 in the context of the English *lease* and the

Polish *najem/dzierżawa/leasing*. It should also be noted that unlike other types of contracts the word *lease* alone can be used in the title of an English instrument without the word *contract* or *agreement*.

However, Matulewska warns that even seemingly uncontroversial and mostly equivalent terms, such as *contract of sale* and *umowa sprzedaży*, can display surprising differences upon closer examination. A contract of sale is signed to sell goods – not services or immovable property, the latter being sold under deeds of conveyance. Meanwhile the Polish term *sprzedaż* comprises transactions concerning immovable property. In this case, in order to achieve equivalence, it might be necessary to narrow down the meaning of the Polish term by expressly mentioning goods or movable property in the title (Matulewska, 2017: 55-56). Another aspect is that parties can change titles even if the given contract is regulated in the Civil Code. Specifically, what is called *umowa sprzedaży* in the Code, appears also as *umowa kupna-sprzedaży* (*contract of purchase-sale*) or *umowa kupna* (*purchase contract*) in popular practice (Biel, 2023: 103).

The very word *lease* can pose a much greater problem in translation into Polish. LCC or the Civil Code of Quebec regulate only *leases*, while the Polish Civil Code regulates three types of contracts that correspond to *lease*: *umowa najmu*, *umowa dzierżawy* and *umowa leasingu*. Similarly, the parties' names are simply *lessor* and *lessee* in LCC, while the Polish equivalents are three pairs again: *wynajmujący-najemca*, *wydzierżawiający-dzierżawca* and *finansujący-korzystający* (colloquially *leasingodawca-leasingobiorca*). It is possible to find other similar English contracts: tenancy and rental, but the definitions are circular and any differences concern rather the periods for which these contracts are made than the object that is leased and the fact that the lessee is able to collect benefits (*fructus*) from that object, which are the distinguishing features in Polish law. Whenever a lease is translated into Polish, a decision has to be made as to what Polish contract best corresponds to the lease at hand. Meanwhile when these Polish contracts are translated into English, all three can be translated as *lease* (Setkowicz-Ryszka, 2022: 227-230).

4.2.2 Exponents of modality

The shared feature of contracts and legislation is the creation of rights and obligations, so both types of texts contain deontic utterances expressing obligation, prohibition and permission. In the case of contracts, one party's duties are the other party's obligations. Unlike in legislation, the parties "freely agree on accepting the duties imposed on them in return for the benefits (consideration) set in the contract" (Matulewska, 2009: 76). Therefore, in addition to other exponents of the modality of obligation, discussed in section 2.2.3.2, in English contracts we find verbs such as *to agree* or *to undertake* and in Polish the equivalent verb *zobowiązywać się* (*to oblige oneself*), all of which express an element of voluntariness. This may be the biggest difference in the set of expressions used to indicate obligations or – if negated – prohibitions that are self-imposed by parties, rather than coming from an external source. The modal verb *will* is also frequent, particularly in less formal contracts (Matulewska, 2009: 77, 88). Polish contracts express mainly obligations assumed by parties, so, compared to common law contracts, there are more obligations than rights. Obligations are mainly expressed by verbs in present or future tense, in 3rd person singular or plural (normative indicative - Diani, 2021:44), for instance:

Odbiorca zobowiązuje się zapłacić [*The Customer obliges themselves to pay*];

Odbiorca zapłaci Dostawcy karę umowną [*The Customer will pay a contractual penalty to the Supplier*]

Strony zastępują nieważne postanowienie [Parties replace the invalid provision]

Spory mogące wyniknąć ... Strony będą starały się rozstrzygnąć polubownie [The Parties will attempt to resolve amicably any disputes that may arise...].

Plural verb forms are less frequent in common law contracts due to the risk of unintentionally creating joint rights or obligations (Jopek-Bosiacka, 2021: 97). Table 4-2 presents the most frequent exponents of deontic modality in contracts from Poland, the UK and the US.

Polish contracts	British contracts	American contracts
Obligation		
verb in present tense indicative <i>zobowiązywać się</i> in present tense indicative <i>wymagać</i> in present tense indicative <i>obowiązywać</i> in present tense indicative <i>mieć obowiązek</i> in present tense indicative	shall will to agree to undertake [rarely possible other verbs]	shall will to agree to undertake [rarely possible other verbs]
Prohibition		
<i>nie móc</i> <i>zobowiązywać się do nie robienia czegoś</i> <i>zobowiązywać się nie robić czegoś</i> <i>nie+verb</i> in present tense indicative <i>nie+verb</i> in future tense indicative	shall not may not will not+verb have no right of/to neither+noun+shall+verb to agree not to do sth	shall not may not have no right of/to shall not be entitled to shall+verb+no+noun no+noun+shall+verb Neither party will be liable for
Permission		
<i>móc</i> <i>mieć prawo</i> <i>przysługuje prawo</i> <i>prawo służy</i>	may shall have a right of/to shall be entitled to shall be allowed to to have a right of/to	may shall have a right of/to shall be entitled to shall be permitted to shall be able to

Table 4-2. Exponents of deontic modality in contracts (after Matulewska, 2010: 88-89)

4.2.3 Terminology and phraseology

The terminology and phraseology used by contract drafters in both common law and civil law countries is affected by intertextuality. While common law drafters tend to repeat the expressions that have been interpreted by courts, civil law drafters may repeat verbatim whole passages from relevant legislation. Naturally, intertextuality is not limited to contracts, it is a feature of all legal texts and an important constraint in translational choices (Peruzzo, 2023: 165). One should also consider that the legislative texts referenced in the contract may have already been translated for international audience (Peruzzo, 2023: 155). In particular, the question to ask is: is it safe to use a certain term or expression, with its baggage of associations in the recipient legal culture, or should a new one be coined to avoid misleading the reader?

Starting from terminology, the aim of a contract may be the same in both legal cultures (e.g. to sell a vehicle or to lease an apartment), so some terms are bound to appear in in typical contracts from one or the other culture. One can think of such terms as names of the parties, discussed in section 4.2.1, as well

as the essential events relating to the life of a contract, such as its *entry into force* (*wejście w życie*), its *term* (*okres obowiązywania*), *performance* (*wykonanie*), *breach* (*naruszenie*), *termination* (*rozwiązanie*, *wypowiedzenie*), or *amendment* (*zmiana*). But there are terms that are less readily translatable, such as the common law *consideration*, whose legal meaning is not only different from that in the general language (Berezowski, 2012: 73, 74), but which is a crucial legal institution in common law contracts. Without consideration, a document is not a contract, but a deed (Dobrić Basanež, 2015: 186; Smits, 2017: 83) or that the contract is void (Halberda, 2011: 269). In the Polish legal system no consideration is required, but otherwise the closest equivalents are *causa debendi* and *świadczenie wzajemne* (Adamczyk-Żylińska, 2023; Halberda, 2011) or simply *świadczenie* (Berezowski, 2012: 74), yet these terms are used in academic texts rather than in contracts themselves. In her comparison of English and Croatian contracts, Dobrić Basanež (2015: 189) explains that the Croatian equivalent of consideration, *protučinidba*:

occurs only four times in the Croatian corpus of contracts and only in the context of a deed of donation, i.e. when it needs to be emphasized that the donor does not expect anything in return from the donee. In the English corpus of contracts, on the other hand, the term consideration is used even when it is clear that there is mutual exchange between the parties.

Other examples of challenging contract terms are *representations* and *warranties*, whose function is “primarily connected with the common law distinction between pre-contractual representations and terms of the contract, a distinction which does not exist, at least not with the same legal effects, in many civilian systems”, as well as concepts found in “retention of title clauses or other contractual security rights in movable property” (Cordero-Moss, cited in Goddard, 2009: 176). A good illustration of how basic system-bound contract-related terms can be is *force majeure* – a term known both in civil and common law. This term did not originally exist in Chinese, but since it began to be translated into Chinese, even though the equivalent was perceived as “foreign and awkward”, it found its way into Chinese contracts, was subsequently defined in legislation and finally became accepted in legal Chinese (Cao, 1997: 664).

As for phraseology, it is recognised as “the element that more than any other (syntax, terminology, etc.) gives the text its ‘legal flavour’, by fulfilling the expectations of the intended readers” (Goźdz-Roszkowski & Pontrandolfo, 2015: 134). Mattila points out that in common law contracts, the spread of certain expressions is a result of the doctrine of precedent: after important judgments of higher courts on the law of contracts, sentences taking them into account are included in contracts. Contract drafters are unwilling to give up such expressions as they enhance certainty, limiting the likelihood of lawsuits. For instance, courts previously required “that a copy of the contract be delivered to the two parties” for the contract’s validity, which was the origin of the phrase “signed, sealed and delivered”. Even though the requirement no longer applies, the phrase still appears in contracts. Meanwhile, the lists of words compiled to provide for all possible contingencies often contain expressions “including, but without limiting the generality of the foregoing”, “including without limitation” or “including but not limited to”, which reservation stresses that the list is not exhaustive (Mattila, 2013: 325-326).

Another feature of common law contracts, which is partly terminological and partly phraseological, is the abundance of binomials, defined as “sequences of two or three words (trinomials) belonging to the same part of speech and connected by some lexical link and semantic unity”, which are five times more frequent in legal texts than in other texts from the common law area (Goźdz-Roszkowski & Pontrandolfo, 2015:

130). Examples include: “terms and conditions, any and all, executed and delivered, due and payable, action or proceeding, agreement or obligation” (Carvalho, 2008: 1). According to Carvalho (2006), binomials can be roughly divided into two main kinds: (1) redundant ones or worthless doubling, made up of quasi-synonyms and problematic in translation (e.g. to have and hold, each and all, null and void), and (2) specific or useful binomials, which are made up of technical terms and should be translated following the appropriate patterns of the TL (e.g. husband and wife, wear and tear). More fine-grained divisions of binomials include (near) synonymous, antonymous, complementary, consequential or binomials of subdivision (Carvalho, 2006). Both translators and dictionaries:

tend to translate each and every element of a binomial literally, which may be problematic in cases of (nearly) synonymous elements. Consequently, they may fail to attain the *intended legal effect* of the communicative event and produce unidiomatic translations” (Carvalho, 2008: 5, emphasis in original).

Despite translators' preference for retaining the same number of words, reinforced by many clients, including lawyers, binomials (and quasi-synonyms) can and should be simplified. Instead of looking for the same number of equivalents in the TL, a translator should respect the linguistic and cultural conventions of the legal system (Carvalho, 2008: 4, 13; Mayoral Asensio, 2003: 97, 98).

4.2.4 Ambiguity

The developers of a machine contract-review assistant express the belief that ambiguity tends to be avoided in contracts, because “imprecise statements may result in a lawsuit that costs a great deal of time and money” (Funaki et al., 2020: 2045). They also claim that “[a]lthough a contract is written precisely for human beings [it] is still ambiguous for a computer”, which makes contract language processing difficult (Funaki et al., 2020: 2047). And yet, Adams (2016) points out many sources of ambiguity in contracts for a careful human reader, including lexical and syntactic ambiguity, ambiguity of references, as well as deliberate vagueness, all of which can lead to litigation. Although a translator is not required to resolve conflicts between provisions or drafter’s failure to regulate a certain issue, it may be necessary to use expressions that are as open to different interpretations as those in the original contract. Adams provides two telling examples, one of which concerns the ambiguity resulting from the connective *and*, while the other from uncertainty about the applicability of a modifier preceding a few nouns. The first example is:

[1] The Seller has complied with all laws applicable to the Business and the Acquired Assets.

which can be understood as:

[1a] The Seller has complied with all laws applicable to the Business and all laws applicable to the Acquired Assets.

[1b] The Seller has complied with each law applicable to both the Business and the Acquired Assets (Adams, 2016: 42).

The other example is:

[2] Acme may sell in the Stores only children’s apparel, accessories, and footwear.

where ambiguity can be resolved as:

[2a] Acme may sell in the Stores only (1) children’s apparel, (2) accessories, and (3) footwear.

or:

[2d] Acme may sell in the Stores only children's apparel, children's accessories, and children's footwear (Adams, 2016: 42).

As for ambiguity in contracts, an interesting point is raised about courts interpreting ambiguous language against the drafting companies³⁶ as an incentive for the latter to redraft them in a clearer language, but paradoxically any disambiguation by courts makes the initially ambiguous language more likely to stay in use without redrafting (Rakoff, 2006: 1242).

4.2.5 Plain language in contracts

Contracts have been more resistant to plain language than legislative texts, which seems counterintuitive as English is also used in international contracts, where ease of understanding should be important (Williams, 2011: 146). The Plain English Campaign (PEC) first targeted official forms and other public-facing official communication from the government and local councils. Soon, plain English insurance policies were introduced by some insurers, which found out this did not only help customers: their employees favoured working with the new policies, too (Cutts & Maher, 1983: 2). When the parliament introduced a requirement for certain information to be available and "easily legible" in consumer credit agreements, even before they entered into force, the UK Minister for Consumer Affairs asked trade associations and credit companies to use the opportunity to ensure such information was understandable as well (Cutts & Maher, 1983: 4-5). In the US, some states also introduced a legal requirement of drafting consumer contracts and residential leases "in understandable language", yet progress has been slow and elements of legalese persist in contracts (Williams, 2011: 145-146).

In the 1980s, the PEC dealt with the language of standard contracts prepared by trade associations. When compared in terms of FOG Index, all contracts were assessed as slightly or much less readable than even the least-readable newspapers (*The Guardian* and *The Times*), while considerably less readable than popular tabloid newspapers (Cutts & Maher, 1983: 6). More specifically, the PEC identified five features that made reading contracts difficult:

- vocabulary not used in everyday speech (words such as *hereinafter*, *aforesaid*, *notwithstanding*, *to determine* in the sense of *to terminate*, *to distrain*, *lien*, etc.);
- long and complex sentences (often 100 words long) with many clauses, as opposed to 15-20 words on average in popular newspapers;
- passive voice and avoiding you/we;
- "lack of normal punctuation", especially commas required by normal usage;
- cross-references to other parts of the same document and to laws (Cutts & Maher, 1983: 5).

In the analyses of specific contract provisions, the authors additionally dealt with two closely related phenomena: repetition ("up to but not exceeding the cost of..."; "full and absolute authority"); and redundancy ("strictly in accordance with the terms of this contract without deduction"; "any loss or

³⁶ A maxim whereby "a contract should be construed most strongly against the drafter" (*United States v. Seckinger*, 397 U.S. 203, 210 (1970), cited in Boardman, 2006: 1110 fn. 15), especially if the other party had "inferior bargaining power" (Boardman, 2006: 1121 fn. 64).

damage occasioned”) (Cutts & Maher, 1983: 11). Even though PEC comments about examples of clauses rewritten in plain language did not mention modal verb *shall*, it was retained in very few instances, with *will*, *should*, *must*, *have to* or the present tense used instead (Cutts & Maher, 1983). When discussing deontic modality in contracts, Matulewska finds that in the contracts recommended by the PEC the modal verbs *must* and *will* are used to express obligation (2010: 77, 78, 80), while permission is expressed by means of modal verbs *can* or *may* and the expression *to have the right to* (2010: 86, 87). Adams (2014) agrees that *shall* was used excessively and confusingly in contracts: “to express obligations, to express conditions, and to refer to the future”. Yet he calls efforts to eradicate *shall* as throwing the baby out with the bathwater because the alternatives can similarly confusing: *must* can mean both obligation “imposed on the subject of the sentence” and any other obligation, while *will* can refer to both obligations and future events. Therefore he calls for a “disciplined use of *shall*”, whose use should be limited to cases when it means that a contractual party has a certain duty or obligation (Adams, 2014a).

As for plain Polish contracts, the first ones have appeared relatively recently and mainly in banking and insurance. Even if the Polish contract language is not as archaic as legalese and repetition and redundancy are not as prevalent, there are still few examples of contracts with more informal vocabulary, verbs rather than deverbal nouns or parties referred to as *you* and *us*. Without much reference material to rely on, translating or post-editing plain English contracts into Polish remains challenging and requires careful weighing of how much one can depart from the typical contract register (Setkowicz-Ryszka, 2022f, 2024d).

4.3 Boilerplate clauses

A staple feature of common law contracts is an extensive section containing standard provisions, referred to in the legal jargon as boilerplate clauses. The name “boilerplate” is said to refer to metal plates with ready-to-print and non-modifiable text to be used by newspapers in the past. Importantly, even though these provisions might seem non-negotiable or used without any modifications, they are simply required by parties to every contract to achieve the full regulation of their relation and their exact content can be negotiated, which distinguishes them from standard forms of contracts (Peel, 2011: 129-131).

The main reason for including boilerplate in contracts is that in common law systems a contract “must stand alone” (Matulewska, 2010: 78), that is, define all aspects of the legal relation and contain all information that enables understanding the meaning of the contract (the “four corners” rule - Tiersma, 2010: 126). In common law countries there are few statutes comparable to the Civil Code that would determine the parties’ position or, if there are statutory provisions that apply to contracts, they are not comprehensive, but concern individual matters, such as the Contract (Rights of Third Parties) Act 1999 in the UK. Apart from such exceptions, the contract contains the whole agreement between the parties. Historically, the legal rule was strict enforcement of contracts as recorded, without taking into account extrinsic evidence, and any mistakes could only be rectified by courts of equity, which could modify such rules to avoid unfair results (Waddams, 2023: 35, 36). Courts were also reluctant to find any implied provisions in contracts, which resulted from the *caveat emptor* (*let buyer beware*) principle.

Apart from lack of comprehensive codifications of contract law in common law countries, lawyers indicate other reasons for using standardised contractual terms, including such benefits as creating markets for certain contracts or enabling data to be shared, e.g. between insurance companies. The word

“boilerplate” is even sometimes used strategically to signal that certain provisions are non-negotiable (Rakoff, 2006: 1240, 1241). Boilerplate provisions, which are modular, can be reused as this section is fairly self-contained and not very specific to a particular contract. This reduces the complexity of contracts, makes reading easier and lowers legal costs (Smith, 2006: 1176, 1188, 1194, 1210). Boilerplate is also resistant to change: widely used terms have proved to be workable or have been refined after they had caused problems, whereas newly drafted contractual provisions may entail high error costs: they may turn out to be invalid or fail to achieve the intended results (Kahan & Klausner, 1997: 720-721). Choi and Gulati (2007: 151, 156) suggest that boilerplate clauses are “sticky” and that they “invoke [...] all of the historical context and learning”. Therefore, courts interpreting them should treat them more like statutes and, like in statutory interpretation, go beyond the text of the particular contract and try to determine “the original intent of the drafters and the historical context in which the terms were initially drafted” (Choi & Gulati, 2007: 156). It is also suggested that boilerplate provisions are in fact intended to be read by judges, not consumers, and as their true meaning is only understood by judges based on precedent (case law), this is an argument for keeping the language, hence perpetuating the boilerplate (Boardman, 2006: 1105-1106).

In civil law countries, such as Poland, legislation contains many concepts and rules, which spares drafters some effort and makes contracts shorter: instead of boilerplate provisions, statutes can be relied on (Smith, 2006: 1219-1220). Civil law contracts often contain such provisions only if the parties wish to change the default position expressed in the Civil Code or other statutes.³⁷ Some standard provisions such as the severability clause³⁸ often just repeat the rules contained in the Polish Civil Code (Article 58(3) in this case). Other provisions of common law contracts, such as the insolvency clause, may even be contrary to Polish law (more specifically, Article 83 of the Bankruptcy and Recovery Law) and consequently unenforceable if the parties choose Polish law to apply to the contract (Szewczyk, 2014). Interpretive doubts may arise with respect to representations and warranties clause(s), which are fairly similar to the Polish *oświadczenia*, but the consequences of misrepresentation, that is, a false representation in the form of right to rescind the contract need to be spelled out in the contract (Szewczyk, 2019).

The “hold harmless” plus indemnity clause is a good example of the translator’s headaches when translating common law contract boilerplate. They are usually combined in a single clause, for instance:

The Union will indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any action taken by the Employer to terminate an employee’s employment pursuant to this Article.³⁹

Lawyers disagree as to whether there is a difference in meaning between the two or whether this is just “traditional usage” and the phrase “just naturally rolls off the tongue” (Adams, 2019: 708). Some –

³⁷ In contracts governed by Polish law this group of provisions is usually much shorter, the most frequent one being the provision stating that the Civil Code and/or other statutes will apply in matters not regulated by the contract (Setkowicz-Ryszka, 2022a: 51).

³⁸ Severability clause is defined as a “contract provision that keeps the remaining portions of the contract in force should a court declare one or more of its provisions unconstitutional, void, or unenforceable”, https://www.law.cornell.edu/wex/severability_clause# (access: 20 Dec. 2022).

³⁹ One of the shortest examples from <https://www.lawinsider.com/clause/hold-harmless> (access: 20 Jul. 2025).

referring to case law – recommend removing *hold harmless* from contracts entirely as fully synonymous to the verb *to indemnify* (Adams, 2019: 708). Others argue in favour of perpetuating the doublet:

Some believe that indemnity only protects against losses while hold harmless clauses protect against both losses and liabilities. However, this explanation does not hold true across all circumstances. Many others insist that hold harmless clauses are not as specific as indemnity. For example, the term "indemnify" is used when a business hopes to protect itself against claims from a customer's error, while a hold harmless clause prevents a business from taking any responsibility for a customer's mistake. *Experts recommend that both terms be included for maximum protection* (my emphasis).⁴⁰

Below is an example of a detailed analysis of the differences between *indemnify*, *defend* and *hold harmless* (Lambert, 2019).

under the	obligation to indemnify	duty to defend	obligation to hold harmless
a party	accepts responsibility for all losses arising from, resulting from or relating to certain acts, omissions or occurrences	accepts a duty to defend another party from an asserted claim, action, suit or proceeding	assumes all liability for, and releases of the other party from liability resulting from, certain defined acts, circumstances and events
so that the party providing it	has an affirmative obligation to pay and reimburse the other party for indemnified losses	has an affirmative duty to provide a defense for the other party in such claim, action, suit or proceeding	assumes responsibility for all associated risk, losses, and damages, and effectively covenants not to sue or seek to impose liability on the other party
the party providing it is	shifting risk from the other party to itself	shifting risk from the other party to itself	retaining risk as well as shifting it to itself
it is triggered by	the entry of a judgment, mutual agreement on a settlement, or other proof of an indemnified loss, and/or the acceptance of the obligation to indemnify	the assertion of a claim, filing of an action or proceeding, or commencement of a suit	the occurrence of acts and circumstances governed by the hold harmless

Table 4-3. Meaning of quasi-synonyms included in "hold harmless" clauses (source: Lambert, 2019)

Yet this confusion is rather unnerving for translators, especially considering that the provision concerns money and the translation should be as informative as the ST so that the parties know what they might have to pay. The advice given by Berezowski, who analyses the triplet *indemnify*, *defend* and *hold harmless*, seems to be to reduce the phrase to just two components. Both *defend* and *indemnify* are to be translated as *zrekompensować* (*compensate*, *indemnify*), while *hold harmless* as *przejąć odpowiedzialność cywilną* (*take over civil liability*) (Berezowski, 2012: 304).

Therefore, from a LT training perspective, boilerplate provisions are an obvious choice of useful course material. They appear in some form in every common law contract, they contain many legal terms (institutions), fixed phrases and linguistic features, such as binomials and enumerations. Moreover, due to their popularity and relative standardisation, the MT output may be good enough to practice PE, which enables exposing trainees to more volume of legal texts than if they had to translate them from scratch.

⁴⁰ <https://www.upcounsel.com/difference-between-indemnify-and-hold-harmless> (access: 30 Jan. 2024)

5 Study design

Taking into account the complexity of LT and the multiple subcompetences included in LT competence models, a decision was made to conduct research to check whether the inclusion of PE exercises in the contract translation course was conducive to the development of LT expertise and, if so, whether there were any characteristics of trainees (education, prior LT training, professional experience) that determined if they benefitted from such exercises or not.

5.1 Research hypothesis and questions

The research hypothesis is that PE exercises can foster the acquisition of LT expertise (competence) in trainees attending a specialised course in contract translation, provided that they meet certain conditions, and that such acquisition of LT expertise will manifest itself in better translation products and processes. The following research questions are therefore asked:

RQ1: How do comparable translations (contracts) made by the same person before and after PE exercises differ in terms of dealing with the challenging features of legal language?

RQ2: Is the improvement or deterioration of quality of translated text associated with such features of trainees as education background, prior LT education or professional translation experience?

RQ3: Do trainees' translation processes – in terms of e.g. total time spent on task, search behaviour, length of produced chunks, revision – differ before and after PE exercises? If so, how?

RQ4: Do these changes in translation processes lead to more acceptable translation products as assessed by potential reviewers and potential clients?

RQ5: What is trainees' attitude to PE, including their perception of the required effort, the difficulty of PE compared to TfS, the usefulness of PE in learning LT and their willingness to use PE in their future work?

RQ6: Is individual trainees' attitude to PE associated with their working style, educational background or experience?

5.2 Research methods

The study combines several research methods (triangulation) in an attempt to observe the trainees' progress (or lack of it) in terms of expertise:

- In order to answer RQs 1 and 2 an assessment is made of preselected items in trainees' translations made before and after the intervention including PE exercises. Rather than a full assessment of the translations, the focus is on a set of 25 items in either text, which correspond to features of the legal language.
- In order to answer RQs 3 and 4, translation processes before and after the intervention are examined (keystroke logs and/or screen recordings) in search of signs of developing expertise displayed by individual trainees (within-subject research). Process examination is supplemented with the results of assessment of full translations, done by myself, another sworn translator and two lawyers, who are both practitioners and academics as part of research project Preludium 2023/49/N/HS2/01723, funded by the Polish National Science Centre.

- In order to answer RQs 5 and 6, the results of an anonymous survey where participants expressed their views about PE are analysed quantitatively and qualitatively.

It is hoped that triangulation by means of a mix of product- and process-oriented research methods will enable answering these research questions. The need for a mixed-methods design in studying expertise (competence) is obvious considering that, as Lafeber (2012a: 43) observes,

[c]ompetence cannot be measured directly but must be detected through product and process analysis, i.e. through the manifestations and displays of that competence. Product (text) analysis can only suggest the skills and knowledge that translators apply when they translate; it cannot rank them in order of importance. Process analysis, meanwhile, is not practical on a large scale as a research method.

The core of the study is a comparison of translations – products and, where possible, processes – prepared at the start of the course/module and some 4-8 weeks later, depending on the frequency of meetings, that is, at the end of the standalone contract translation course or after the first part of a longer contract translation module. In-between those two data collection points participants are asked to post-edit three sets of boilerplate provisions. The provisions used in PE exercises are divided into three groups, starting with a group of provisions which exhibit the greatest similarity to Polish contractual provisions and ending with provisions which are the most “exotic” or system-bound (Setkowicz-Ryszka, 2022e).

For greater ecological validity, participants are asked to record translation processes on their own computers, using the online resources that they considered necessary (Angelone, 2016), in the hope that this way they are able to focus on the task better than in an unfamiliar and potentially less ergonomic work environment they might have in a lab, including a new keyboard, lack of access to own materials and a web browser without personalised settings and search history. Participants prepared the translations in Word or a similar text editor to enable keylogging, potentially disadvantaging CAT tool users.

The out-of-lab setting permitted recruiting participants who attended courses remotely, while the fact that participants made translations when they chose to has enabled me to grant some of them more time to complete the task, e.g. if they had health problems or periods of intense work. On the other hand, this led to incomplete data sets and loss of some data if the recording was unsuccessful or the computer belonged to the employer (in which case no external software could be installed), or the participant chose not to record themselves. Yet, those who did record themselves sometimes revealed interesting work habits. The period in which data were collected saw not only the ubiquity of MT, but also the growing popularity of LLMs and generative AI, which is reflected in some translation processes. In a strictly controlled lab environment proficient MT users or early adopters of GenAI would not be able to use them.

It is an observational study, in that all participants are subject to roughly the same treatment, discussed in section 5.2.2. Although the initial idea was to compare trainees who would be doing translation exercises (control group) and PE exercises (experimental group), the drop in numbers of people willing to train as legal translators in general was already noticeable at the planning stage, while in the next academic year there were not enough candidates to run the two post-diploma programmes where I was hoping to recruit participants. Moreover, PE seems to be increasingly becoming the norm (Massey et al., 2023: 2), so for many trainees the use of MT, with or without PE, is obvious. It could have been difficult to persuade them to stop using MT while they made the translations and recorded the process at home

(this could also partly explain some trainees reluctance to record translation processes). Finally, the results of pilot questionnaires in academic years 2019/2020 and 2021/2022 showed that trainees found PE an important skill and a factor that boosted their learning, while accurately identifying the risks themselves and appreciating guidance provided in class in this respect (Setkowicz-Ryszka, 2022d, 2022b).

The periods and groups in which data were collected were as follows:

- (1) February-March 2023: 12 students of MA programme in Translation Studies at the University of Lodz (elective module in contract translation);
- (2) May-June 2023: 5 translators from the Polish Society of Sworn and Specialised Translators (TEPIS);⁴¹
- (3) October-December 2023: 7 students of the Interdisciplinary Postgraduate Studies in Translation and Interpreting (IPSKT) at the University of Warsaw (first part of a longer contract translation module);
- (4) March 2024: 5 students from the Faculty of Law and Administration of the University of Lodz;
- (5) September-October 2024: 2 practicing translators from TEPIS;
- (6) October-November 2024: 4 lawyers from a Polish state-owned company;
- (7) October-November 2024: 4 IPSKT students (first part of a longer contract translation module).

Although the project was conceived with IPSKT students (post-diploma level) in mind, the programme not even being launched in academic year 2022/2023 necessitated a decision to offer the course as a standalone one to other groups of LT trainees who seemed to differ the least from the original target group: MA students of translation, translators with other specialisations wishing to specialise in LT, law students with good command of English confirmed by passing TOLES exams, as well as practising lawyers who worked with English contracts (without translating them) as part of their job.

For some aggregate measures, the trainees were split into three larger cohorts:

- MA students (group 1);
- both groups of IPSKT students (groups 3 and 7);
- law students, practicing lawyers and practicing translators (groups 4, 5 and 6).

The first two cohorts seem more homogeneous, although – as usually at this advanced stage of education – their educational background and experience in translation, including LT, differed considerably. The third group, while seemingly very heterogeneous, shared the greatest familiarity with law and fluency in legal language due to legal background or considerable experience in law/translation, including LT.

5.2.1 Selection of source texts

The study involves comparing the translations (products and processes) of two contract templates: a complete short car rental contract and a selection of provisions from a longer residential lease template (see Appendix 1). Both are written in a relatively plain register but with some typical features of legal English, discussed in Chapter 6. Both STs were longer than STs typically used in translation experiments or professional examinations (usually 200-300 words), but professional translators rarely receive such short

⁴¹ Since this group did not translate the second contract, only the data about their processes and information from interviews with them is used.

assignments (Colman et al., 2021: 244). An attempt was made to select texts of comparable difficulty, thus their readability was checked (Table 5-1).

The first text is assessed as slightly less readable by all formulas, but the difference seems acceptable as they both fall into the same brackets. The difference between them may stem from a measure captured by the Dale-Chall readability formula: the number and percentage of rare – therefore unfamiliar - words (not on the Dale-Chall list⁴²), which were found to cause difficulties in PE (Dai & Liu, 2024: 221) and can also be expected to cause difficulties in TfS. The first text contained more of them, but the second one contained some common words used in less obvious, legal meanings (as discussed in section 2.5.1). Expressions like *to peacefully and quietly have, hold and enjoy*, might be missed by readability formulas.

Parameter	Text 1 (car rental)		Text 2 (residential lease)	
Total # of characters	1677		1656	
Total # of words ⁴³	350		363	375
Average sentence length	19 words		25 words	
# of sentences	18		15	
	RF ⁴⁴	FX ⁴⁵	RF	FX
Flesch Kincaid Reading Ease	50.3	50.3	54.9	54.7
Flesch Kincaid Grade Level	11.1	11.1	11.8	11.8
Gunning Fog score	13.3	13.3	13.8	13.9
Smog index	10	10	9.2	9.3
Readability consensus	11: Fairly difficult to read, 15-17 yrs old	10.9: Hard to read	11: Fairly difficult to read, 15-17 yrs old	11.9: Hard to read
New Dale-Chall readability formula ⁴⁶	Score: 23.4 [= reading scale] Reading Difficulty: Fairly Difficult Grade Level: 11-12 Age Range: 16-17 years		Score: 25.7 [= reading scale] Reading Difficulty: Fairly Difficult Grade Level: 11-12 Age Range: 16-17 years	
# of words not on Dale-Chall list	105		90	
% of words not on Dale-Chall list	30%		25%	

Table 5-1. Readability indicators for the two texts used in the study, compiled from Readability Formulas (RF) and WebFX (FX) websites

The first ST was provided without a brief, which has been the norm in my own professional experience in Poland. I wondered if any trainee would ask me about the purpose or intended readers of the translation. None of them did. Therefore it can be said that this translation reflected their idea of what a translation

⁴² <https://readabilityformulas.com/word-lists/the-dale-chall-word-list-for-readability-formulas/> (access: 11 Jun. 2025)

⁴³ It is noticeable in the case of text 2 that the number of words identified by the online tools differs. It is most likely due to the blanks being considered words by one tool and not by the other. However, the differences in indices calculated for the different numbers of words are minor.

⁴⁴ www.ReadabilityFormulas.com (access: 20 Feb. 2023)

⁴⁵ <https://www.webfx.com/tools/read-able/> (access: 20 Feb. 2023)

⁴⁶ www.ReadabilityFormulas.com (access: 31 Jan. 2024)

of a legal text should be like. When discussing the results of this translation, I presented the general strategies of foreignisation and domestication, while during PE in class I sometimes suggested that certain concepts might need an explanatory note for the target readers or that SL terms could be provided in brackets in addition to translation. I also explained that a translated contract could be read not only by the parties, but also their counsels or the judge if a dispute arose in the course of contract performance. For the second ST no brief was provided either (and nobody asked any questions again), but trainees could assume the translation would need to be usable in the same scenarios.

5.2.2 The intervention including PE exercises

All the courses followed a more or less fixed pattern. The same PE exercises were included as a major part of every training course from which participants were recruited, whereas other exercises may have differed depending on the group. For instance, a group of persons with a background mainly in linguistics/philology was given a presentation about contracts in Polish law and in common law, while a group of persons with a background in Polish law – only about common law contracts. An assumption was also made that law students or graduates were familiar with the Polish legal terminology and phraseology, therefore some exercises in legal language were used only with linguistics/philology graduates. In all groups, a discussion about information sources available to legal translators was held before the second task, while the challenges and benefits of PE were only discussed after the second task and survey on PE.

The overall course structure was as follows:

- Meeting 0: an invitation to take part in the study, stressing the advantages of participation (a detailed analysis and one-on-one sessions to discuss ways to improve translation processes), explanation of data collection techniques and presentation of examples of my own process data; during this meeting the first contract to be translated was distributed;
- Meeting 1: discussion of the difficulties posed by the first contract; presentation about the first group of standard contractual provisions and a home assignment to post-edit the MT output of examples of these provisions (EN-PL); in most cases participants would receive two MT versions for comparison and were asked to choose one for full PE;
- Meeting 2: collective work on PE of the first group of standard provisions, presentation of the second group, followed by a home assignment to post-edit examples of such provisions;
- Meeting 3: collective work on PE of the second group of standard provisions, presentation of the third group, followed by a home assignment to post-edit examples of such provisions;
- Meeting 4: collective work on PE of the third group of standard provisions, discussion on information sources and legal translator research; second contract distributed for translation; link to questionnaire sent;
- Meeting 5 (in all but one group, which only received marked translations with feedback): discussion of difficulties in the second contract, discussion of challenges and benefits of PE as a work method.

The intervals between meetings were one week in most groups or two weeks in both groups of IPSKT students, where the dates were fixed by the university.

5.3 Translation product evaluation

Chapter 6 presents the results of translation evaluation, both overall results (section 6.1) and the way trainees dealt with individual preselected items (sections 6.2-6.8).

A collection of translations can exhibit certain "patterns in the over and underuse of linguistic features (or distributional differences)". As discussed in section 1.2, translated language is said to differ from non-translated language, perhaps due to "the cognitively demanding bilingual language processing" or "norms that play a role in translation, particularly in relation to risk-avoidant behaviour" (Kotze, 2019: 338, 339). The compilation of learner translation corpora – with multiple translations of the same texts – as a special case of learner corpora (but also translation corpora) was first advocated over two decades ago. It was seen as valuable for pedagogical and research purposes. However, such initiatives have been scarce, compared to the number of learner corpora created for research in second language acquisition, until the launch of the Multilingual Student Translation (MUST) project in 2016 (Granger & Lefer, 2020). Apart from collecting a lot of scattered material, which enables new avenues of research into translatorial behaviour in general or specific kinds of translation errors, one of the strengths of this collaborative project is an interface for correcting students' translation using a standardised error typology.

A similar assessment with MQM error typology, albeit on a much smaller scale than MUST, is done using translationQ platform (van Egdom, 2020) as part of Preludium project, which began in 2024, mostly on the same translations that are analysed here. However, prior to receiving the grant, I decided to limit the assessment to a number of preselected items that represent features typical of the legal language that are likely to pose translation problems to beginners and result in translation errors. The scores from a more holistic assessment using translationQ will be taken into account in the analysis of translation processes in Chapter 7. Due to the challenges of creating a corpus with multiple translations of the ST in Sketch Engine, the evaluation was done in Excel spreadsheets (one for each of the three groups), where solutions could be marked and totals for a given trainee or for a given group computed semi-manually.

5.3.1 PIE method

As discussed in section 3.4.12, translations can be assessed in many ways: from detailed counting of errors in different categories to a holistic judgement whether a translation is acceptable or not. Since the trainees received quite detailed and fairly quick feedback indicating errors, areas for improvement and good solutions, I decided to focus only on certain aspects of their translations here using a method inspired by Preselected Items Evaluation (PIE). PIE "relies on the analysis of preselected items chosen in a criterion-referenced manner" in a ST that "contain[s] items that are worth testing", for instance terminology or grammatical structures (Colman et al., 2021: 241). In PIE, translation solutions are marked as correct or not without further error categorisation, so it is usually combined with other assessment methods if done for formative purposes or for planning remedial measures (Colman et al., 2021: 242).

The method can also involve a norm-referenced component, during which the difficulty and discrimination index of each item are calculated, however it can be used in a "light" version, including only item selection, solution categorisation and raw score calculation. The method was used for evaluating legal translations in QUALETRA project and is implemented in translationQ software (Colman et al., 2021: 237, 238). The items should be selected on the basis of course curriculum and learning outcomes, e.g.

“legal terminology in courses that focus on the translation of legal texts” (Colman et al., 2021: 248). PIE relies on lists of correct and incorrect solutions, without error weights or bonus points (Colman et al., 2021: 251-252). It is recognised that some item categories, like idioms, should be avoided because they “may be difficult to categorise as correct or incorrect because there are too many possible correct translations” (Colman et al., 2021: 248). Moreover, when PIE is used by multiple evaluators, the problems of different evaluations or excessive rigidity of dichotomous categorisations may arise. In case of solutions that are “neither entirely correct nor entirely incorrect” a choice of different items or a consultation of authoritative sources is advised (Colman et al., 2021: 252). Avoiding such items might eliminate interesting problems from evaluation, so I decided to evaluate them in the same way as when marking trainees’ assignments: assuming a position of authority and supporting my judgement with sources used in LT.

The idea of preselected items resembles PACTE Group’s Rich Points, which are “‘prototypical’ translation problems, i.e. the most salient, characteristic and difficult problems in a text” (Beeby et al., 2011: 322). In view of the debates about whether translation problems exist as an objective phenomenon (summarised in Beeby et al., 2011; Muñoz Martín & Olalla Soler, 2022), the preselected items for the purposes of this study were chosen with hindsight after I had marked part of the translations and met with some trainees for one-to-one interviews. These are elements of both STs where errors were frequent or which multiple trainees identified as challenging, or both. Item difficulty or discrimination index was not calculated, considering that raw scores were sufficient for analysing the quality of trainees’ solutions. Also, it was only in the second task that I could check whether trainees had learnt anything from the curriculum, while the first one was purely diagnostic and could serve as the basis for comparisons.

In the evaluation presented in Chapter 6, I decided to modify PIE by introducing a middle category, like in PACTE Group’s classification of solutions as acceptable, semi-acceptable or not acceptable (Beeby et al., 2011). Here, they are classified them as optimum, acceptable or unacceptable. Among solutions which were not wrong, I decided to distinguish between ones in which both the meaning was conveyed and appropriate language register used, and ones in which the message was conveyed in a language that could be improved. Unacceptable solutions included mainly meaning shifts or nonsensical language.

5.3.2 Analysis of translation solutions

The bulk of Chapter 6 is a detailed analysis of translation solutions used by the trainees, which are divided into categories of preselected items. For each individual item, aggregate numbers of optimum, acceptable and unacceptable solutions are provided, the solutions are examined and justifications for the assessments provided. The discussions relating to individual preselected items (PIs) vary in length depending on the item’s nature. While the number of solutions for one-word items, such as *mile* or *agree*, was limited and they could be grouped for discussion, there was much more variety with enumerations (like *any business, trade, or profession*) or multi-word terms (like *month-to-month rental*), so the lists of solutions are longer. The evaluation was underpinned by my own LT experience, similar sources as ones that I use in my own work, as well as consultations with experts. Although the results of the assessment in translationQ are not presented here, my own judgement could also be compared to those of the other three assessors from Preludium project, whose comments or feedback were sometimes eye-opening. It was particularly important to learn the perspective of lawyers as potential recipients of such translations.

5.4 Process analysis

Chapter 7 presents the results of analysis of translation processes data, whether both keystroke logs and screen recordings, or just screen recordings, in search for manifestations of LT expertise. Particular focus is on behaviours that may demonstrate existing knowledge of law and its language or realisation of knowledge gaps/identification of problems followed by research. Researching translation expertise is difficult for many reasons, mainly because translation is a complex cognitive process. Rojo López and Ramos Caro (2022:1) point out that translation is a "fuzzy phenomenon", hence:

In translation and interpreting studies (TIS henceforth), researchers normally spare no effort to achieve thoroughness, but rigor may become challenging in studies where the analysis of data relies on the researcher's introspections and where the range of translation solutions is so wide and varied that it escapes easy classifications, leaving the door ajar to arbitrariness. Control also poses formidable problems in the experimental research of translation. Whereas chemical substances or even physical processes are relatively easy to group and tackle, humans rarely come in neat cohorts that conform one hundred percent to the design of the study. TIS researchers may try to reach greater control from the start by focusing, for instance, on students or professionals, and then narrowing the groups down according to criteria such as their L1, L2 and translation skills, or their training stage or years or experience, but the list of confounders feels endless: personality traits, current mood, past experiences, health issues and even substance intake can impact performance.

The translator's brain – and the activity taking place in it – is often referred to metaphorically as the "black box" (Paradowska, 2016: 30). The "unobservable nature of the processes of interest" in cognitive translation and interpreting research is a big challenge, forcing researchers to use "proxy measurement techniques" of cognitive processes (Mellinger & Hanson, 2022: 3). It is hard to observe such features of expertise as better organisation of knowledge or superior short- or long-term memory, though as Rojo López and Muñoz Martín observe, not every phenomenon needs to be visible to be studied in a scientific manner (2022: 356). The study of cognitive processes in translation is referred to as translation process research (TPR) and comprises methods such as monological verbalisations, dialogue protocols, cued retrospections, ethnographic or autoethnographic methods, keylogging, eye-tracking, electroencephalography, event-related potentials – all employed to gain some insight into what is going on in the impregnable black box (Rojo López & Muñoz Martín, 2022). Combinations of these methods (triangulation) – especially of quantitative and qualitative methods – are often used in TPR to increase objectivity, gain deeper insight into the researched phenomena and better control confounding variables (Rojo López & Ramos Caro, 2022: 2-3). TPR uses methods from other fields, such as cognitive psychology (including studies of expertise and expert performance), cognitive science, reading/writing research or (psycho)linguistics (Alves, 2015; O'Brien, 2013).

Until the 1980s, translation research was mainly concerned with texts, which were analysed philosophically or philologically. Then, with interest shifting to translation processes, introspective verbalisations, such as in think-aloud protocols or retrospective protocols were introduced in empirical translation studies. However, objections have been raised about the technique as such and the designs of studies involving them (Orozco-Jutorán, 2003). One problem is that the think-aloud condition slows down translation processes and increases the number of text production segments (Alves, 2015: 22). Introspective verbalisations are also criticised as poor representations of the actual cognitive processes.

The results can be skewed by the participants' desire to please the researcher (particularly likely if the latter is at the same time their teacher/trainer) or to make themselves "look better", in addition to slowing down the translation process. In case of retrospective protocols, the fallibility of human memory is a limitation: participants can interpret or make up their thought processes, rather than retrieve them from memory. And with practice more and more processes can become automated, hence not available for verbalisation (Bernardini, 2001: 242-244; Paradowska, 2016: 31-32).

Towards the end of the 1990s, keyloggers started to be used for collecting data on translation processes, the first being Jakobsen's Translog (Orozco-Jutorán, 2003). Keyloggers are tools that were developed for writing research when increasing use of computers enabled this sort of research. They record key presses, mouse movements and clicks, enable "replay of the emerging text" and other analyses based on the logged data (Leijten & Van Waes, 2013: 359). Keyloggers provide "fine-grained data" about translators' "cognitive rhythm [...] building on the alternation of text production and pauses", although they force users to abandon CAT tools and work in text editors – without spellcheckers (da Silva, 2015: 176). But any conclusions about the cognitive processes underlying observable behaviours are likely to be subjective:

If previous critiques to verbal protocols have claimed, among others, that subjects may provide information about what they *think* they did [...], research focusing exclusively on key logging may also only yield information on what processes the researchers *think* that are at play while observing what subjects actually did (da Silva, 2015: 180, emphasis in original).

Since the start of the 21st century, eye-tracking has been gaining popularity (Walker & Federici, 2018 provide a fairly comprehensive collection of contributions). This method requires the use of advanced equipment – eye-trackers – which record gaze data: fixations and saccades (eye movements), which are premised to be "an indication of what the viewer is processing" (eye-mind assumption) and what information they are *not* processing (perceptual span). This enables estimating the cognitive effort involved in processing certain textual elements (Kruger, 2021), especially when pupillometry is also taken into account, with pupil dilation signalling increased cognitive effort (Alves, 2015). However, since translators divide attention between the ST and the TT, it is

impossible to claim that the translator is only attending the fixated word while looking at it. For example, a longer fixation on a source text item may be due either to a challenge in the source item, or in the translation of that item into the target language (Kruger, 2021: 80).

Eye-tracking was not considered as a research method in this study for both organisational reasons and out of concern about trainees' processes being heavily constrained. Some process-oriented studies limited the participant's behaviour, especially the possibility to use external resources, when keylogging or eye-tracking was used (Whyatt et al., 2021: 168). More recently, the available advanced neuroimaging techniques – such as functional magnetic resonance imaging (fMRI), positron emission tomography (PET), or functional near-infrared spectroscopy (fNIRS) or electroencephalographic (EEG) recordings – began to offer interesting insights into the brain activity in the processing of isolated words or sentences in translation or evidence of brain adaptations resulting from interpreting expertise, but are not yet applicable to real-life translation tasks (Muñoz et al., 2019). Basically, in lab settings, it is impossible to "replicate the full complexity of the natural environment" (Mellinger & Hanson, 2022). Meanwhile, as

Ehrensberger-Dow et al. (2017: 117) posit, translation needs to be “studied when and where it happens” and triangulation helps overcome some limitations of individual research methods. Studies using eye-tracking or monitoring of brain activity usually impose logistical constraints, which means that research has to be done in laboratories at the cost of ecological validity. Ecological validity comprises (1) an experimental environment largely consistent with the natural setting, (2) natural stimuli reflecting authentic situations, and (3) requesting participants to “complete tasks or offer responses that are generally familiar or at least similar to their everyday experience”. It is important for the generalisability of findings (Mellinger & Hanson, 2022: 6, 8, 9). According to Angelone, “[o]f all methods for capturing process data, screen recording tends to preserve ecological validity to the greatest extent in that translators aren’t asked to do anything they would not otherwise do while translating” (2016: 309). It was also hoped that remote data collection would encourage more persons to participate (Mellinger 2015).

In workplace studies, observational methods are applied to capture the situated nature of translation, while screen recordings gain importance as they enable capturing events not recorded by keyloggers, though security and confidentiality issues may arise (Ehrensberger-Dow et al., 2017: 116-118). Hence the decision to use a combination of keylogging and screen recording, both of which are relatively unobtrusive (Leijten & Van Waes, 2013), even though less obtrusive data collection methods alone do not guarantee ecological validity (Mellinger & Hanson, 2022: 13). Additionally, the choice of Inputlog over other keyloggers was motivated by the fact that there is an application which converts Inputlog data into segments (in an Excel spreadsheet) on the basis of pause values determined for each participant individually (Task Segment Framework - Muñoz Martín & Apfelthaler, 2021). The values that were found to distinguish between pauses, respites and other inter-keystroke intervals are presented in Figure 5-1.

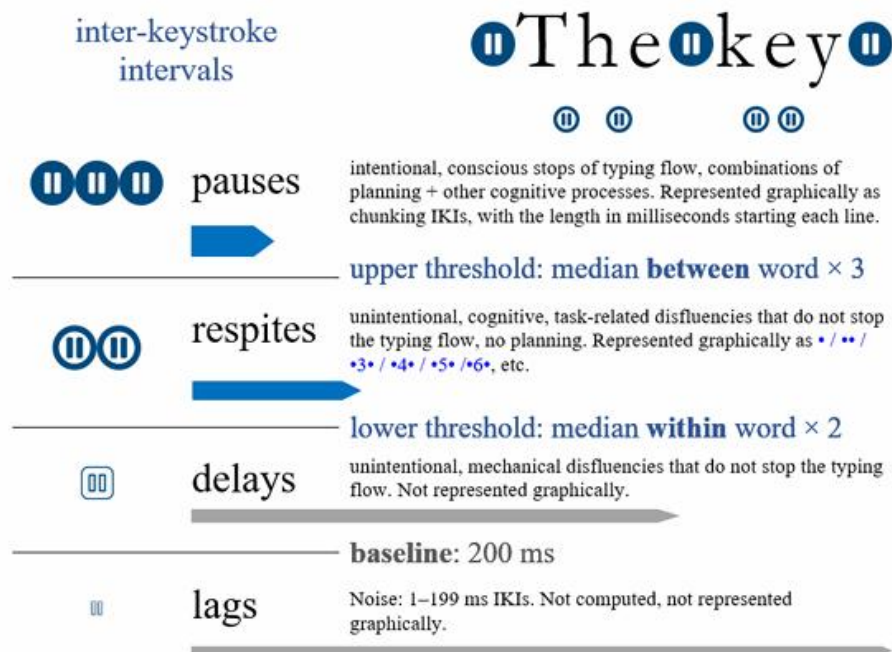


Figure 5-1. Categorisation of inter-keystroke intervals in TSF based on thresholds (after Muñoz Martín & Apfelthaler, 2022: 25)

As for screen recordings, Flashback Express, a free tool was initially suggested to participants for recording their processes. For each of them a folder was created on the University's Share Point and they could upload their files there. Yet, after data collection started, the rules of use changed and the free version was only available for 7 days. This prevented one trainee from recording the second process as they could not quickly find a replacement. After this problem, I started to suggest a number of other free tools which could make mp4 recordings. In case of the four practicing lawyers, although they were not allowed to install any extra software on their work computers, the version of Windows used by their employer enabled recording 15-minute stretches in Steam, which was better than no recordings at all, but provoked additional stress. Some trainees ran into problems with 5-minute limits in other tools. Some others did not record their end revision done on another day. In general, full sets of data were scarce, which prevents some meaningful comparisons, but still enables examining their translation behaviours to some point.

Finally, another well-known issue in TPR is the small sample sizes plus the fact that they may not be representative of the relevant group as they are often convenience samples (Orozco-Jutorán, 2003). This was partially the case in this study, with the number of process recordings well below the number of translations submitted, possibly because it was mainly persons who were relatively certain that they could prepare a decent translation that decided to participate in this part of research.

5.4.1 Keylogging and Task Segment Framework

Keylogged data – keypresses, mouse clicks and movements - are very precise, time-stamped, and their collection is fairly unobtrusive once the software has been installed. There are also databases of keylogged data, such as the one created at the Center for Research and Innovation in Translation and Translation Technology – CRITT TPR-DB (Carl, 2023), which enable their reuse (Muñoz Martín & Apfelthaler, 2022). The focus in TPR studies conducted with keyloggers – with or without other tools – has been on the overall working styles, or more specifically on pauses, typos, text segmentation and switching between tasks.

In terms of working styles, Dragsted and Carl (2013: 148-149) found some fairly stable working styles in translation students and professionals, with predominantly local or more global focus, categorising their

behaviour during initial orientation (into head-starters, quick-planners, scanners and systematic planners) during drafting (into narrow-context planners, broad-context planners and sentence planners as well as into translators with or without consistent backtracking behaviour), and during revision (into online revisers, end revisers and constant revisers).

In terms of automatic vs. non-automatic translation modes, Muñoz Martín & Martín de León (2018: 45) found “an uneven continuum of intermittent, alternating subtasks, rather than a binary automaton switching between two processing modes”. Another finding from this study was that “short and mid pauses were only weakly correlated in number and length with long pauses, pointing to different behaviors and perhaps hinting at different cognitive processes” (Muñoz Martín & Martín de León, 2018: 44). As Angelone & Marín García (2022: 68) summarise, pauses “have been found to occur in conjunction with such phenomena as reading source content, retrieval of information from internal or external support, or carefully reviewing generated content in the target text in relation to the corresponding source text, among many others”. In their study of instances of cognitive suspension, they found long pauses (over 10 seconds) to be potential problem indicators, while random up/down and left/right

scrolling and random mouse hovering turned out to be effective in error mitigation (prevention of typos) and random cycling through tabs or windows and random mouse hovering – in boosting productivity (Angelone & Marín García, 2022: 80). Meanwhile, Muñoz Martín (2009) found a possible link between (series of) typos and problem solving or reallocation of mental resources to cope with task demands.

Text segmentation may depend on domain expertise, with research confirming that shorter segments, e.g. single words, are used by novices or in texts from domains in which translators have no subject knowledge, while longer chunks are processed by domain experts. However, it was also found that segmentation may follow a relatively fixed pattern and depend on translation expertise (da Silva, 2015: 183). It was also shown that segmentation of texts into longer units might be a personal feature, independent of domain (i.e. text difficulty). It may also come hand in hand with a person being aware of SL and TL constraints and attempting to “reorganis[e] meaning in order to cope with language differences” (da Silva, 2015: 196), rather than simply transferring “linguistically encoded items” (Alves, 2015: 288).

In contrast to text-oriented approaches, in TSF it is tasks related to the translation that are segmented, with pauses between them deemed to be devoted to reading, planning and assessment (Muñoz Martín & Cardona Guerra, 2019). Pauses are distinguished from respites, which are unintentional disfluencies that do not stop the production of TT. Increased efficiency of experts may be partly due to grouping together similar tasks (e.g. typing or searching), thus reducing the costs (in terms of mental resources) caused by switching between different tasks. A comparison between students and professionals revealed that though in general professionals made shorter pauses before any task segments – suggestive of automation of certain routines – they made longer pauses before search segments, which might suggest more complex search behaviours or large-context planning (Muñoz Martín & Apfelthaler, 2021). Yet, despite the general consensus that pauses correlate with cognitive effort, pauses are defined and conceptualised differently by different researchers. Longer pauses are of interest in studies on translation uncertainty and translation problems, while shorter ones serve to detect segmentation patterns, but in any case data triangulation is advisable to identify what causes a given pause (Kumpulainen, 2015).

Similarly, in terms of speed, tasks in domains in which the translator is knowledgeable are not performed faster than tasks from other domains (da Silva, 2015: 189). Furthermore, two processing modes in translation were distinguished by Dragsted, who established that novices or experienced translators working on difficult texts process them in an analytic mode, mainly at word or phrase level and at low production speed, with short segment size and long pauses. Meanwhile experts were found to process texts at clause or sentence level and at high speed, working on long segments and with short pauses. Experts also have more very long segments, which may be instances of peak performance, defined by Jakobsen as cases when over 60 keys are pressed without interruptions, potentially due to their better long-term working memory (both studies reported in Alves, 2015: 26-27).

5.4.2 Screen recording and translation research

Information retrieval behaviour, in terms of the nature of resources (lexicographic vs. text-based), research direction (SL vs. TL) and strategy (top-down vs. bottom-up), was examined by Gough (2019) on the basis means of screen recordings and TAPs. She classified participants as Dictionary Enthusiasts, Mixed Users, Parallel Text Fans and MT Adopters and suggested that “increased domain expertise might increase

the use of text-based resources as translators are more likely to use target-text hypothesis testing techniques”. Meanwhile, in terms of patterns of research distribution in the process of translation, she distinguished continuous, front-loaded, mid-task and end-loaded research (Gough, 2019: 350-351).

Screen recordings were also used in combination with other data collection methods in many other studies on the use of resources (e.g. Paradowska, 2021; Quinci, 2024; Whyatt et al., 2021). Paradowska developed a system of codes for manual analysis of search behaviours captured by screen recordings, covering such areas as applications used, information needs that participants were trying to satisfy, types of web-based resources, expert search behaviours and recommended websites or Google search operators (2021: 37-38). Whyatt et al. established general trends in information behaviours, graphically represented in Figure 5-2 and Figure 5-3. Meanwhile Quinci analysed the delivery and search times, as well as percentages of searches in different types of resources consulted by students of first and second year of Modern Languages for International Communication and Cooperation in PE or TfS tasks (the percentages of consultations of resources are presented in Figure 5-4).

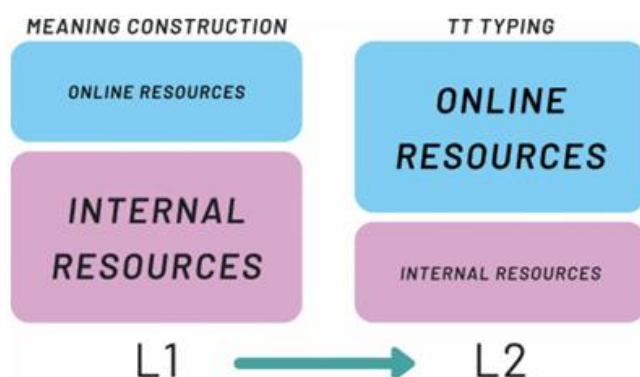


Figure 5-2. Information behaviour in L1 → L2 translation (after Whyatt et al., 2021: 166)

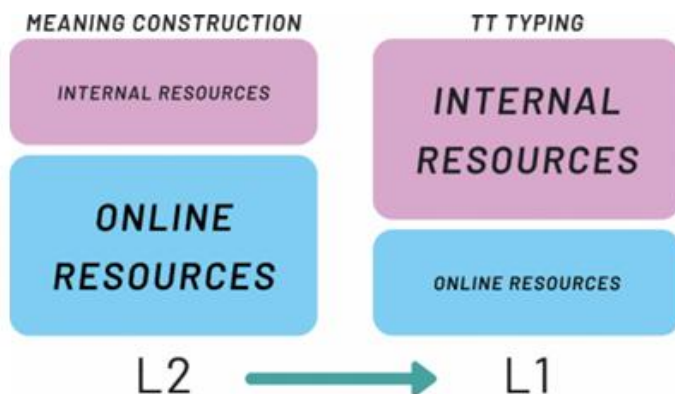


Figure 5-3. Information behaviour in L2 → L1 translation (after Whyatt et al., 2021: 166)



Figure 5-4. Percentages of searches per type of resource in PE and TFS processes of 1st and 2nd year translation students (after Quinci, 2024: 303)

The results of screen recording and keylogging are sometimes considered jointly (Chodkiewicz-Nalepa, 2024; Göpferich, 2009a) to investigate translators' strategic (effortful and goal-oriented) behaviour in problem solving, which stems from the awareness of the criteria to be met by certain portions of the TT if they are to be adequate translations of the ST.

5.4.3 Problem awareness and problem solving

Shreve (2006: 35) expresses the belief that "the expertise of the translator emerges specifically in the way the problems of [ST] decoding, comprehension, and text production are solved", but also that expert translators are more sensitive to "the cues for potential problems" in the ST. If the translator is able to solve the problem and render an acceptable translation, this will be visible in the translation product. But as Angelone (2016: 311) observes, "adequate solutions are a result of deployment of all three: knowledge

(perceptual acuity and communicative awareness), skills (tolerance for ambiguity and behavioural flexibility) and attitudes (e.g. empathy and mindfulness)". However, when research participants are trainees, one can expect many less-than-acceptable translations and process-oriented research can help identify the reasons for errors. These reasons are important for understanding how expertise develops, but also for trainees themselves, because if they are only told what errors they made, this may be less helpful than "understanding of which problems triggered these errors in the first place from a process-oriented perspective" (Angelone, 2018: 21). Therefore in examining translation processes, attention was paid to indicators of problem awareness and problem solving, especially the number and quality of information searches.

Early TPR studies were concerned mainly with problem solving and decision-making, as well as automatic and non-automatic processes (Alves, 2015: 21). From the point of view of LT expertise (or any translation expertise), problem-solving starts with problem awareness, resulting from "a nuanced understanding of the nature of problems from multiple perspectives transcending inherent textual properties" (Angelone, 2018: 18). According to Angelone, problem awareness can be determined by procedural indicators, i.e. behaviours captured by process recordings (long pauses, searches, revisions), in addition to performance indicators, such as errors in translation products, and perceptions, including predictions and reflections on problematic elements (2018: 18). And while lack of declarative knowledge (resources) might mean not knowing the meaning of a ST term or its TL equivalent, lack of procedural knowledge, "is more strategic in nature; for example, engaging in inefficacious, faulty, or shallow information retrieval" (Angelone, 2018: 20). Problem awareness is likely to prevent errors, probably because it leads to translators addressing and solving them, while errors often occur where no problems are noticed (Angelone, 2018: 31).

Among the five LTC models discussed in section 3.1, it is only Prieto Ramos' model that mentions "awareness of asymmetry between legal notions and structures in different legal traditions" and in Soriano-Barabino's model we find "knowledge of divergences between legal systems", both of which suggest the capacity to identify problems, rather than having the solutions to them, which are the next step. As identified by Orozco and Sánchez-Gijón (2011: 25-26), the main sources of knowledge-related problems for legal translators can be grouped into four areas:

- (1) Lack of knowledge of the terminology, register, collocations, or units of specialised meaning [...] used in the source text or that should be used by the translator in the [TT if] readers' expectations are to be met.
- (2) Lack of knowledge of the textual characteristics of legal documents (both source and target texts): for example, the branch of law to which the document pertains (Tort law, case law, etc.); the genre of the text (macrostructure, format); and the function of the text (both legal and communicative).
- (3) Lack of knowledge concerning the agents involved in the translation setting: for example, specific individuals or entities that feature [...] in the legal context of the text in question, such as courts, officials, lawyers, second or third parties, statute law that might apply, etc.
- (4) Lack of knowledge of the possible legal consequences arising out of the target text translation. Certain texts require the person to whom they are addressed to respond in a specific manner or take a particular course of action; others involve actions taken by third parties (individuals, financial institutions, etc.); or require [TT] readers to know that the provision made in the translated text are not final.

Therefore, it seems crucial to analyse the indicators of trainees' problem awareness that are visible in process recordings (especially in information searches), as well as check whether such awareness leads to acceptable or unacceptable translation solutions. Due to the focus on products in LT studies, there appears to have been little or no research on LT expertise. However, Angelone's (2016) study on intercultural competence, in which he distinguished theoretical and working competence, can shed light on LT competence and expertise. He claims that it is necessary to go beyond interviews or other verbalisations by participants since there are persons who are "well-versed in the theories of cross-cultural effectiveness, according to surveys, interviews and self-reports, yet who are unable to demonstrate those understandings in their actual behaviours", while "an approach rooted in behavioural documentation and analysis [...] may very well prove to be a more reliable gauge of working (as opposed to purely theoretical) intercultural communicative competence" (Angelone, 2016: 309). It seems likely that "theoretical" LT competence would involve awareness of the asymmetries or of the need for comparing legal concepts, yet, as for practice, the translation solutions might still be unacceptable. Since there is a certain similarity between legal and cultural texts in that both may contain system-bound terms and require considering the needs of recipients, unacceptable solutions in LT might also be caused by lack of knowledge, but also lack of skills or a wrong attitude (Angelone, 2016: 313).

5.5 Questionnaire survey for course participants

To supplement the findings relating to translation products and processes, a questionnaire for trainees was designed as an instrument of participant-oriented (Translator Studies) research (Saldanha & O'Brien, 2014: 150-151). The interdiscipline of Translator Studies, a relatively young branch of Translation Studies (Ferreira et al., 2015), focuses on the workplace, tools and resources, including their ergonomic or cognitive aspects and the way they affect the dynamics of translation workflows (summarised in Risku et al., 2020). The cognitive branch of Translator Studies comprises research on translators' mental processes, including attitudes, job satisfaction or working styles, while the sociological branch is concerned with the effect of different translation aids or cognitive friction caused by "unpleasant working conditions" (Chesterman, 2021: 242-243). There is a growing body of research on work/job satisfaction of translators (see Ruokonen & Svahn, 2024 for a review), including sworn translators (Bednářová-Gibová & Madoš, 2019; Korpál, 2021). Researchers, many of whom are practi-searchers, attempt to give voice to the participants since cannot look at the object of their study with an outsider's eyes (Tiselius, 2019: 3, 4).

The survey was administered online towards the end of the course: after four meetings, including three PE tasks, along with the second translation task. It included seventeen questions grouped into four parts:

- background information: education, professional translation experience, experience in LT and PE;
- working style: timing of orientation, research and self-revision phases;
- opinions about PE: the effort involved in PE, comparison with TfS, usefulness in translator training;
- professional plans: intention to work as translators and, if so, to use PE as a working method.

The questionnaire contained four open questions, which aimed to gather more information about trainees' perceptions of and attitudes to MT and PE, mainly by adding detail to answers to the closed questions that were crucial from the point of view of the topic of this dissertation. They could also serve to give answers which were different from the ones available in the closed questions, thus compensating

for "the restricted nature of the questionnaire" or alleviating "frustration over questions that do not have the right focus, according to the participant's opinion" (Saldanha & O'Brien, 2014: 157). Other benefits of qualitative surveys include anonymity, which makes sharing more comfortable, participants' freedom to answer questions at a time and place suitable for them and in their own words, as well as lesser demands on the researcher's skills compared to face-to-face methods (Bielska et al., 2024; Braun et al., 2021). An additional argument for using an online survey rather than interviews was the fact that I was at the same time the course teacher and trainees could try to give socially acceptable, "desirable", rather than frank answers (Saldanha & O'Brien, 2014: 29-32, 153). Yet, anonymity and lack of direct contact prevented me from asking for clarifications or in-depth information if answers were ambiguous or laconic (Bielska et al., 2024: 91). Finally, the survey was available to all course participants, also those who did not participate in the research. While this may have helped obtain more answers, some research participants might not have taken the survey, leading to data loss. But lack of control over the sample in online surveys is a well-known problem (Bielska et al., 2024: 94).

Returning to open questions. I considered their inclusion important in view of the heterogeneity of participants (different backgrounds, experiences, motivations to take the translation course) and the fact that the courses were short and practice-oriented, so emotions or attitudes were not discussed. Meanwhile, as shown amply in section 1.3, PE and the business practices around it do stir emotions in translators. Some studies even suggest that there is a link between negative attitude to technology and the intention to leave the translation profession (Sakamoto et al., 2024) or that the prevalence of PE jobs is a factor that may make translators leave the profession (Hunnect, 2021).

My initial hunch was that PE could be more tolerable for persons with a certain working style: those who usually left translation-related research and/or self-revision till after the first draft was ready. It seemed likely that those translators who preferred to produce a very rough first draft quickly and then refine it would find it easier to work on imperfect MT output than those who invested more time in producing a higher-quality first draft, with research and revision done at the same time as translating. As a member of the second group, I was initially exasperated about working with MT output (pre-NMT). It took a long time before I started to see MT output as helpful. This time allowed me also to observe what needed fixing in MT and what ST features were likely to result in MT errors (Setkowicz-Ryszka, 2023a, 2023b).

To mitigate the risk of answers being influenced by my own opinions about MT/PE, a presentation about frequent MT errors was delivered during the last session in the course, after the survey. Still, I could have communicated my own attitude during our joint work on PE of boilerplate provisions, even when I simply drew trainees' attention to errors they had not noticed or named the problems MT output presented (e.g. inconsistent terminology). But since in all my courses I am careful not to position myself as someone who has all the right answers and the pilot studies were promising in that trainees communicated interesting and original thoughts (Setkowicz-Ryszka, 2022d), I decided that to conduct the survey despite the risks. In line with the pragmatic worldview (Creswell, 2009; 10-11), it might still be valuable as an extra approach providing a different kind of knowledge about the analysed problem than product- and process-oriented methods. The survey results are analysed in Chapter 8.

6 Analysis of translation solutions

The following analysis concerns 34 sets of translations (task 1 and task 2) made by participants before and after the intervention described in section 5.2.2. Several participants submitted only the first or second contract and these translations were discarded. Even though they could be included in a global comparison of solutions before and after the intervention, no within-participant comparisons would be possible.

The individual translation solutions used by trainees in preselected items (PIs) were classified as optimum, acceptable or unacceptable and assigned scores of, respectively, 2, 1 or 0 points. Their total number was 25, so trainees could score a maximum of 50 points. The PIs concerned several features of legal language discussed in section 2.2 plus general knowledge and local conventions. Their breakdown is presented in *Table 6-1*. The difference in the number of items within TERM and LOCAL categories was dictated by the features of STs: unlike the first one, the second contract contained only local feature and a similar number of exponents of deontic modality, polysemic words, etc. Also, translations of terms and local items are similarly easy to assess as either optimum, acceptable or unacceptable. Besides, terminology and terminology searches were an important part of the course, while certain terms from the first contract appeared also in the second one, so trainees could be expected to know them. Thus a decision was made to increase the number of TERM items in task 2.

Feature checked on PIs	Task 1	Task 2
deontic modality [DEONT]	4 items (max. 8 pts)	4 items (max. 8 pts)
terminology [TERM]	4 items (max. 8 pts)	5 items (max. 10 pts)
polysemy/synonymy [POLYS]	4 items (max. 8 pts)	4 items (max. 8 pts)
phraseology and other language conventions [PHRAS]	4 items (max. 8 pts)	4 items (max. 8 pts)
all-encompassing character, including binomials or multinomials [ENCOM]	4 items (max. 8 pts)	4 items (max. 8 pts)
knowledge about the world [KNOWL]	3 items (max. 6 pts)	3 items (max. 6 pts)
local conventions [LOCAL]	2 items (max. 4 pts)	1 item (max. 2 pts)
TOTAL	25 items (max. 50 pts)	25 items (max. 50 pts)

Table 6-1. Numbers of PIs in task 1 and task 2, broken down by categories

These items were selected as a proxy for a more detailed assessment, which would take up a lot of space, while a holistic assessment might not be as informative. This approach has its limitations. It must be stressed that the number of points scored on PIs need not be indicative of the overall quality or utility of the translation as a whole. For instance, a score of 4/8 on a particular feature may mean that the trainee used four acceptable solutions or two optimum and two unacceptable solutions. This explains why the highest scores are not always matched by the lowest number of unacceptable solutions. On the other hand, despite a high score, if an optimum solution happened to be used in an otherwise ungrammatical or incomprehensible sentence, this might prevent the reader from understanding what the contract required of them, while an unacceptable solution (e.g. the verb *to agree* translated as an expression of consent rather than an assumption of obligations) might not make the translation misleading, as the reader would still behave as required by the contract. Still, these scores provide an approximated measure of trainees' ability to deal with a number of features of legal texts.

6.1 Overall results

The following tables present individual trainees' scores for specific legal language features, total scores and numbers of for task 1 (Table 6-2) and task 2 (Table 6-3). Table 6-4 tracks the progress of each individual trainee by comparing the total scores and numbers of unacceptable solutions in tasks 1 and 2, while ANOVA (Table 6-5) does not show any statistically significant difference between the three main groups of trainees: MA students (TRAN), post-diploma students (IPSKT) and the mixed group of law students, practicing lawyers and practicing translators (MIX), either in terms of their scores and numbers of unacceptable solutions for tasks 1 and 2 or in terms of differences in scores or numbers of unacceptable solutions between task 1 and 2.

compares the aggregate results for three groups of trainees: MA students (n = 12), post-diploma students (n = 11) and a mixed group of participants of other courses (n = 11) comprising law students (5), legal translators (2) and practicing lawyers (4).

In the following three tables:

- green highlight is used to mark the top performers (three highest scores, three lowest numbers of unacceptable solutions) and the sharpest positive changes (three biggest increases in scores, three biggest decreases in the number of unacceptable solutions);
- red highlight is used to mark the worst performers (three lowest scores, three highest numbers of unacceptable solutions) and the sharpest negative changes (three biggest decreases in scores, three biggest increases in the number of unacceptable solutions);
- yellow highlight (only Table 6-4) is used to mark all cases where there is no change in terms of score or number of unacceptable solutions or the change is very small.

In case of equal scores or equal numbers of unacceptable solutions there are more than three green or red highlights. Unsurprisingly, some of the most spectacular positive changes concerned trainees with the lowest scores and highest numbers of unacceptable solutions for task 1 (IPSKT 5, SLAW 2), though in one case (TRAN 4) the score remained low and the number of unacceptable solutions decreased only slightly. More alarmingly, there were several cases of significant deterioration of performance in terms of dropping overall score (TRAN 11, TRAN 9) or in terms of higher numbers of unacceptable solutions (TRAN 13, TRAN 11, PLAW 2). For trainees with high or medium task 1 scores it was more difficult to improve sharply - and in some cases they even scored lower on task 2 - but two of them (TRAN 2 and IPSKT 1) made impressive progress in terms of reducing the number of unacceptable solutions. There are also many less spectacular positive or negative changes, which may correspond to gradual skills development or to fluctuations in performance. This may also have been due to the fact that the second contract seemed fairly easy to translate (residential leases being a more familiar topic than car rentals), so the trainees may not have appreciated the challenges.

TRAINEE	DEONT (max. 8)	TERM (max. 8)	POLYS (max. 8)	PHRAS (max. 8)	ENCOM (max. 8)	KNOWL (max. 6)	LOCAL (max. 4)	TOTAL (max. 50)	# 0s
TRAN 2	8	6	2	6	5	5	2	34	6
TRAN 3	3	3	3	6	3	4	2	24	9
TRAN 4	3	3	5	4	2	3	0	20	10
TRAN 5	4	7	4	5	5	4	4	33	4
TRAN 6	6	6	4	5	4	1	4	30	7
TRAN 7	7	1	8	7	4	1	2	30	9
TRAN 8	5	5	4	7	4	3	3	31	5
TRAN 9	8	7	6	7	3	4	2	37	5
TRAN 10	5	5	4	6	4	3	2	29	7
TRAN 11	7	5	6	5	2	1	4	30	4
TRAN 12	8	1	7	6	5	4	4	35	3
TRAN 13	8	4	8	4	7	2	3	36	2
IPSKT 1	6	4	4	6	5	3	2	30	6
IPSKT 2	8	2	7	7	7	4	2	37	3
IPSKT 3	5	6	3	4	5	0	2	25	9
IPSKT 4	3	4	5	4	5	4	4	29	6
IPSKT 5	0	5	1	4	2	5	2	19	13
IPSKT 6	4	5	4	6	5	2	2	28	7
IPSKT 7	8	5	6	7	4	3	4	37	4
IPSKT 12	2	5	5	7	3	3	4	29	7
IPSKT 13	8	3	4	7	4	4	1	31	6
IPSKT 14	1	2	6	5	6	3	2	25	6
IPSKT 15	8	1	4	7	7	3	2	32	6
SLAW 1	2	3	7	5	4	2	4	27	8
SLAW 2	5	4	1	3	3	2	2	20	10
SLAW 3	7	6	2	5	5	1	4	30	6
SLAW 4	5	5	4	6	4	3	2	29	8
SLAW 5	8	4	5	6	5	2	4	34	5
TEPIS 1	6	4	4	6	6	4	4	34	4
TEPIS 2	1	6	6	6	6	4	2	31	7
PLAW 1	8	7	7	7	6	2	4	41	2
PLAW 2	6	8	5	7	8	3	4	41	3
PLAW 3	7	6	3	6	6	2	4	34	5
PLAW 4	7	6	5	4	5	3	2	32	6

Table 6-2. Trainees' scores for task 1: individual categories, total score, number of unacceptable solutions

TRAINEE	DEONT (max. 8)	TERM (max. 8)	POLYS (max. 8)	PHRAS (max. 8)	ENCOM (max. 8)	KNOWL (max. 6)	LOCAL (max. 4)	TOTAL (max. 50)	# 0s
TRAN 2	8	6	7	7	4	5	2	39	1
TRAN 3	2	6	6	5	4	2	2	27	7
TRAN 4	2	8	5	4	3	1	0	23	8
TRAN 5	6	3	4	5	4	4	1	27	7
TRAN 6	4	5	7	5	4	4	2	31	6
TRAN 7	4	8	7	6	3	2	0	30	6
TRAN 8	6	6	7	7	7	3	0	36	5
TRAN 9	4	3	7	7	2	2	2	27	8
TRAN 10	0	7	6	3	4	3	1	24	9
TRAN 11	1	4	4	4	4	3	2	22	10
TRAN 12	6	8	6	8	2	4	2	36	3
TRAN 13	6	4	7	7	2	3	1	30	7
IPSKT 1	6	8	4	6	5	4	2	35	2
IPSKT 2	6	6	5	8	3	5	2	35	5
IPSKT 3	3	7	1	7	4	4	0	26	6
IPSKT 4	2	7	4	5	6	0	2	26	9
IPSKT 5	5	7	8	4	4	4	2	34	5
IPSKT 6	4	3	7	8	5	3	2	32	5
IPSKT 7	8	6	6	7	7	5	2	41	1
IPSKT 12	2	7	4	3	3	4	1	24	9
IPSKT 13	6	7	6	7	4	2	2	34	2
IPSKT 14	6	4	4	7	3	4	2	30	7
IPSKT 15	6	7	7	3	6	3	2	34	4
SLAW 1	4	7	1	5	6	3	2	28	7
SLAW 2	8	8	6	5	3	2	0	32	5
SLAW 3	7	4	7	4	6	4	0	32	5
SLAW 4	6	7	5	7	5	3	1	34	5
SLAW 5	4	8	5	5	7	4	2	35	5
TEPIS 1	4	6	5	6	6	3	2	32	4
TEPIS 2	4	7	8	8	4	4	2	37	3
PLAW 1	4	10	5	8	5	3	1	36	4
PLAW 2	4	5	7	8	6	2	2	34	7
PLAW 3	7	9	5	4	7	3	1	36	4
PLAW 4	2	6	5	5	8	1	1	28	8

Table 6-3. Trainees' scores for task 2: individual categories, total score, number of unacceptable solutions

	# pts				# 0s			
TRAINEE	Task 1	Task 2	DIFF (2-1)	DIFF %	Task 1	Task 2	DIFF (2-1)	DIFF %
TRAN 2	34	39	5	14.71	6	1	-5	-83.33
TRAN 3	24	27	3	12.50	9	7	-2	-22.22
TRAN 4	20	23	3	15.00	10	8	-2	-20.00
TRAN 5	32	27	-5	-15.63	4	7	3	75.00
TRAN 6	30	31	1	3.33	7	6	-1	-14.29
TRAN 7	29	30	1	3.45	9	6	-3	-33.33
TRAN 8	31	36	5	16.13	5	5	0	0.00
TRAN 9	37	27	-10	-27.03	5	8	3	60.00
TRAN 10	29	24	-5	-17.24	7	9	2	28.57
TRAN 11	30	22	-8	-26.67	4	10	6	150.00
TRAN 12	35	36	1	2.86	3	3	0	0.00
TRAN 13	36	30	-6	-16.67	2	7	5	250.00
IPSKT 1	30	35	5	16.67	7	2	-5	-71.43
IPSKT 2	37	35	-2	-5.41	3	5	2	66.67
IPSKT 3	25	26	1	4.00	9	6	-3	-33.33
IPSKT 4	29	26	-3	-10.34	6	9	3	50.00
IPSKT 5	19	34	15	78.95	13	5	-8	-61.54
IPSKT 6	28	32	4	14.29	7	5	-2	-28.57
IPSKT 7	37	41	4	10.81	4	1	-3	-75.00
IPSKT 12	29	24	-5	-17.24	7	9	2	28.57
IPSKT 13	31	34	3	9.68	6	2	-4	-66.67
IPSKT 14	25	30	5	20.00	6	7	1	16.67
IPSKT 15	32	34	2	6.25	6	4	-2	-33.33
SLAW 1	27	28	1	3.70	8	7	-1	-12.50
SLAW 2	20	32	12	60.00	10	5	-5	-50.00
SLAW 3	30	32	2	6.67	6	5	-1	-16.67
SLAW 4	29	34	5	17.24	8	5	-3	-37.50
SLAW 5	34	35	1	2.94	5	5	0	0.00
TEPIS 1	34	32	-2	-5.88	4	4	0	0.00
TEPIS 2	31	37	6	19.35	7	3	-4	-57.14
PLAW 1	41	36	-5	-12.20	2	4	2	100.00
PLAW 2	41	34	-7	-17.07	3	7	4	133.33
PLAW 3	34	36	2	5.88	5	4	-1	-20.00
PLAW 4	32	28	-4	-12.50	6	8	2	33.33
Average	30.65	31.38	0.74	0.95	6.15	5.56	-0.59	-9.57

Table 6-4. Comparison of each trainee's total scores and numbers of unacceptable solutions for tasks 1 and 2

ANOVA (Table 6-5) does not show any statistically significant difference between the three main groups of trainees: MA students (TRAN), post-diploma students (IPSKT) and the mixed group of law students, practicing lawyers and practicing translators⁴⁷ (MIX), either in terms of their scores and numbers of unacceptable solutions for tasks 1 and 2 or in terms of differences in scores or numbers of unacceptable solutions between task 1 and 2.

		N	Mean	Std. Dev.	Std. Error	95% CI for Mean		F	df 1	df2	p
						Lower Bound	Upper Bound				
Score task 1	TRAN	12	30.50	4.908	1.417	27.38	33.62	0.670	2	20.289	0.523
	IPSKT	11	29.27	5.236	1.579	25.75	32.79				
	MIX	11	32.09	5.974	1.801	28.08	36.10				
	All	34	30.62	5.337	0.915	28.76	32.48				
# of 0s task 1	TRAN	12	5.92	2.539	0.733	4.30	7.53	0.330	2	20.569	0.723
	IPSKT	11	6.64	2.618	0.789	4.88	8.40				
	MIX	11	5.82	2.359	0.711	4.23	7.40				
	All	34	6.12	2.459	0.422	5.26	6.98				
Score task 2	TRAN	12	29.33	5.433	1.568	25.88	32.79	2.074	2	19.476	0.153
	IPSKT	11	31.91	5.009	1.510	28.54	35.27				
	MIX	11	33.09	3.048	0.919	31.04	35.14				
	All	34	31.38	4.780	0.820	29.71	33.05				
# of 0s task 2	TRAN	12	6.33	2.498	0.721	4.75	7.92	1.159	2	19.199	0.335
	IPSKT	11	5.00	2.683	0.809	3.20	6.80				
	MIX	11	5.09	1.446	0.436	4.12	6.06				
	All	34	5.50	2.300	0.394	4.70	6.30				
Diff. in scores	TRAN	12	-1.17	5.357	1.546	-4.57	2.24	1.426	2	20.569	0.263
	IPSKT	11	+2.64	5.316	1.603	-0.93	6.21				
	MIX	11	+1.00	5.459	1.646	-2.67	4.67				
	All	34	+0.76	5.450	0.935	-1.14	2.67				
Diff. in # of 0s	TRAN	12	+0.42	3.232	0.933	-1.64	2.47	1.104	2	20.507	0.351
	IPSKT	11	-1.64	3.325	1.002	-3.87	0.60				
	MIX	11	-0.73	2.724	0.821	-2.56	1.10				
	All	34	-0.62	3.134	0.537	-1.71	0.48				

Table 6-5. Results of one-way ANOVA (Welch's F test) for the three groups of trainees (own compilation based on SPSS data)

The overall picture emerging from the above data is that the group of MA students performed slightly worse after the intervention, despite two "success stories" and two moderate improvements. On the whole, MA students scored lower and used more unacceptable solutions, sometimes alarmingly more, in task 2. For many of those students this was the first contract translation and the first attempt at LT ever. The reasons for the deterioration may be only speculated about: the course may have been too difficult or too short for them, their motivation may have waned once they experienced the challenges of LT, they

⁴⁷ There were just two practicing translators and their inclusion in IPSKT group did not change means or ANOVA results much, so they were retained in MIX group due to the similarity of their (standalone) courses.

may have taken the (elective) module out of curiosity and decided they were not interested, or they may have simply not appreciated the difficulties of the second contract, which seemed deceptively easy. Also, this was the only course taught onsite. In case of online courses, I acted as the group's "scribe" during the PE exercises, which meant that everyone saw the final version: with screen-sharing we were literally "on the same page". During the onsite course, we discussed the possible solutions, sometimes multiple ones, and everybody took their own notes. Whatever the reasons, the results are a cause for concern or even a warning against trying to speed up beginners' progress in LT by means of PE exercises.

In the other two groups, the intervention seems to have been beneficial. The group of post-diploma students made the most progress and the results on task 2 were only worse for three of them. This group also included the person who made the biggest progress of all research participants (without this person, the average improvement is +0.29/+1.27 pts and -0.35/-1.00 unacceptable solutions, respectively for all trainees/post-diploma students). These participants were likely to have the highest motivation, once they chose a programme to specialise in LT *and* volunteered to participate. An additional factor that may have helped them make progress was the potential synergies with other modules of the programme.

The third group (mainly lawyers) also made progress, though it was not as impressive. This is unsurprising if we consider their high scores for the first translation. Within this group, the participants who seem to have benefitted the most were law students, who may have known very little about LT at the start of the course, and one translator who most likely had high motivation to learn (just weeks before the state examination for sworn translators). Admittedly, practicing lawyers' results for task 2 were worse, but they were the top performers in task 1 and they are unlikely to ever become legal translators. So, their goal may have been to understand common law contracts better, rather than to develop their translation skills.

Two major characteristics of participants that could give them advantage – law background and professional experience in translation – were tested for independence by means of Welch's test. As *Table 6-6* shows, although, on average, persons with legal background scored better and had fewer unacceptable solutions than non-lawyers, while made smaller progress, these differences were not statistically significant (most likely due to the small number of such participants).

However, as shown by *Table 6-7*, professional experience – no matter how long - seemed to make a difference in the results of task 2. The higher scores and lower numbers of unacceptable solutions of persons with professional experience were statistically significant. The effect sizes as measured by Cohen's *d* are well above the large effect size threshold of 0.8, originally suggested by Cohen, but in the recommended minimum practical effect bracket of 0.41-1.15 (Mellinger & Hanson, 2017: 97). Although the differences in their scores and numbers of unacceptable solutions between tasks 1 and 2 did not reach the level of statistical significance, this group was clearly able to make the best progress, which confirms my naked-eye observation that any experience in translation makes my job as a trainer much easier.

Law background		N	Mean	Std. Dev.	Std. Err. Mean	Welch's t-test	df	p	Mean diff.	95% CI		Cohen's d
										lower	upper	
score task 1	OTHER	24	29.83	4.733	0.966	-1.181	13.231	0.258	-2.667	-7.534	2.201	-0.506
	LAW	10	32.50	6.451	2.040							
# of 0s task 1	OTHER	24	6.33	2.444	0.499	0.774	16.288	0.450	0.733	-1.272	2.739	0.297
	LAW	10	5.60	2.547	0.806							
score task 2	OTHER	24	30.71	5.262	1.074	-1.603	28.645	0.120	-2.292	-5.216	0.633	-0.484
	LAW	10	33.00	2.981	0.943							
# of 0s task 2	OTHER	24	5.54	2.637	0.538	0.211	31.145	0.834	0.142	-1.226	1.509	0.061
	LAW	10	5.40	1.265	0.400							
diff in scores	OTHER	24	0.88	5.551	1.133	0.181	17.109	0.858	0.375	-3.992	4.742	0.068
	LAW	10	0.50	5.482	1.734							
diff in # of 0s	OTHER	24	-0.79	3.323	0.678	-0.538	20.406	0.597	-0.592	-2.884	1.701	-0.187
	LAW	10	-0.20	2.741	0.867							

Table 6-6. Test of independence between results of trainees with or without law background (own compilation based on SPSS data)

Professional experience		N	Mean	Std. Dev.	Std. Err. Mean	Welch's t-test	df	p	Mean diff.	95% CI		Cohen's d
										lower	upper	
score task 1	NO	20	29.95	5.276	1.180	-0.863	27.463	0.396	-1.621	-5.474	2.231	-0.303
	YES	14	31.57	5.473	1.463							
# of 0s task 1	NO	20	6.30	2.430	0.543	0.506	27.117	0.617	0.443	-1.353	2.239	0.178
	YES	14	5.86	2.568	0.686							
score task 2	NO	20	29.40	4.272	0.955	-3.321	28.949	0.002	-4.814	-7.779	-1.849	-1.148
	YES	14	34.21	4.080	1.090							
# of 0s task 2	NO	20	6.55	1.731	0.387	3.601	23.519	0.001	2.550	1.087	4.013	1.312
	YES	14	4.00	2.219	0.593							
diff in scores	NO	20	-0.55	5.385	1.204	-1.745	28.912	0.092	-3.193	-6.935	0.549	-0.306
	YES	14	2.64	5.153	1.377							
diff in # of 0s	NO	20	0.25	2.971	0.664	2.010	27.752	0.054	2.107	4.256	4.256	0.703
	YES	14	-1.86	3.035	0.811							

Table 6-7. Test of independence between results of trainees with or without professional experience in translation (own compilation based on SPSS data)

The relevant critical values of Welch's t-test are 2.06 for df= 24 and 2.05 for df = 29.

In individual PI categories for both tasks (full tables can be found in Appendix 2), the variable of professional experience was found to be associated with scores for:

- PHRAS in task 1: Welch's $t = 2.525$ (df = 31.898, $p = 0.017$), large effect size (Cohen's $d = 0.833$);
- KNOWL in task 1: Welch's $t = 2.530$ (df = 30.701, $p = 0.017$), large effect size (Cohen's $d = 0.856$);
- DEONT in task 2: Welch's $t = 2.091$ (df = 31.414, $p = 0.045$), moderate effect size (Cohen's $d = 0.699$);
- KNOWL in task 2: Welch's $t = 2.828$ (df = 31.565, $p = 0.008$), large effect size (Cohen's $d = 0.943$);
- TERM+LOCAL in task 2 Welch's $t = 2.144$ (df = 30.212, $p = 0.040$), moderate effect size (Cohen's $d = 0.730$).

The relevant critical values of Welch's t-test range from 2.08 for df = 31 to 2.03 for df = 35. All the above values of Cohen's d fall into the recommended minimum practical effect bracket.

The only statistically significant association for law background (full tables in Appendix 2), was found in the scores for ENCOM category in task 2, where Welch's $t = 2.399$ (df = 15.006, $p = 0.015$; critical t value for df 15 = 2.12), with a small (minimum) effect size - Cohen's $d = 0.492$. This could be due to the low number of persons with law background (10/34), because only slightly smaller differences in means were observed in DEONT and TERM+LOCAL categories in task 1 and they were not statistically significant.

It is easy to justify the results post hoc based on group characteristics, but there may have been other factors that influenced individual participants' progress or lack of it. The sample is also insufficient for making generalisations, especially considering the heterogeneity within groups in terms of background or experience. The following subsections discuss the results and solutions in individual categories of PIs in both contracts: deontic modality (section 6.2), legal terminology (section 6.3), phenomena of polysemy, synonymy or lack of synonymy (section 6.4), phraseology and conventions of legal language (section 6.5), all-encompassing character (section 6.6), knowledge about the world (section 6.7) and local conventions (section 6.8), with a summary in section 6.9.

6.2 Exponents of deontic modality

The breakdown of assessments of translations of exponents of deontic modality is presented in Table 6-8 (task 1) and Table 6-9 (task 2).

ITEM	All participants				MA students			PD students			Others		
	# 2	# 1	# 0	total	# 2	# 1	# 0	# 2	# 1	# 0	# 2	# 1	# 0
DEONT 1	16	14	3	33	5	5	1	7	3	1	4	6	1
DEONT 2	21	0	13	34	7	0	5	5	0	6	9	0	2
DEONT 3	25	2	7	34	11	1	0	6	1	4	8	0	3
DEONT 4	22	2	10	34	9	1	2	6	1	4	7	0	4

Table 6-8. Numbers of optimum, acceptable and unacceptable solutions in PIs relating to deontic modality (task 1)

ITEM	All participants				MA students			PD students			Others		
	# 2	# 1	# 0	total	# 2	# 1	# 0	# 2	# 1	# 0	# 2	# 1	# 0
DEONT 5	23	0	11	34	6	0	6	8	0	3	9	0	2
DEONT 6	20	1	13	34	7	1	4	7	0	4	6	0	5
DEONT 7	19	1	13	34	6	1	5	7	1	3	6	0	5
DEONT 8	12	6	16	34	4	1	7	3	3	5	5	2	4

Table 6-9. Numbers of optimum, acceptable and unacceptable solutions in Pls relating to deontic modality (task 2)

6.2.1 Translation task 1

Consistently with the rules of plain language (section 2.2.2), the first contract does not use *shall (not)* to express obligations or prohibitions. The only modal verbs that appear in this contract are *cannot* and *will*, with the latter not causing any problems at all (all trainees correctly used future or present tense indicative). The context in which *cannot* appeared was as follows:

...the vehicle is for use only in {locations} and *cannot be taken* [DEONT 1] {other locations}

DEONT 1 caused few problems. One person omitted the whole sentence, so the solution could not be assessed. Most trainees correctly translated it as *nie może (it cannot)*, *nie można (one cannot)* and *nie wolno (one is not allowed to)*. The relatively high number of merely acceptable solutions was caused by the choice of verbs that suggested the ban was on the vehicle being transported rather than driven to certain locations. In one of the acceptable versions this part of the sentence was left out, so it just mentioned that the Renter *ma prawo użytkować Pojazd jedynie na terenie {nazwy miejsc}* (*has the right to use the Vehicle only in {names of locations}*).

Only three solutions were unacceptable:

- Najemca jest świadomy korzystania z pojazdu wyłącznie w {miejscowości} i nakazu używania w {inne miejscowości} (The Renter is aware of using the vehicle only in {locations} and the order to use in {other locations}) – where a prohibition was replaced with an order, that is, the opposite.
- ...nie może być zabierany poza {miejscowość} (cannot be taken outside {location}) - where the change of preposition (to → outside) and the same locations in brackets would convey the opposite of the original message.
- Eksploatacja pojazdu wykraczająca poza teren określony jest niemożliwa (Use of the vehicle extending beyond the specified area is impossible) – with *impossible* suggesting obstacles, not a prohibition.

In most provisions of the first contract, parties' obligations are expressed by a quasi-modal verb *to agree*:

The Renter *agrees to pay* [DEONT 2] a base fee of...

The Renter *agrees to return* [DEONT 3] the vehicle...

The Renter *agrees not to allow* [DEONT 5] any other person to drive the vehicle...

DEONT 2 proved difficult, with 13 out of 34 renditions denoting consent/acceptance. The remaining translations either used the verb *zobowiązywać się*, which denotes assuming an obligation (19 instances), or the future tense (2 instances), which expresses an obligation without suggesting any voluntariness. On

the other hand, DEONT 3, which appeared in the very next sentence, was understood as an assumption of an obligation even by some of those who treated DEONT 2 as an expression of consent. There were 24 constructions with the verb *zobowiązywać się* (though one expressed both senses of consent/obligation) and 3 instances of the future tense expressing obligation.

As for DEONT 4, constructions expressing the assumption of an obligation were used in 19 out of 33 translations (one trainee omitted this sentence), one person used the future tense *nie udostępni* (*will not make available*), two used an impersonal form *nie wolno* (*one is not allowed to*) and one person departed from the literal wording while conveying the message: *Pojazd może być użytkowany wyłącznie przez Najemcę* (*The vehicle can be used solely by the Renter*). The two acceptable solutions were:

- *zaświadcza, że pojazd będzie użytkowany tylko przez niego* (*certifies that the vehicle will be used only by him*), where the verb *zaświadczać* (*to certify*) was problematic;
- *zobowiązuje się do przestrzegania zakazu prowadzenia pojazdu przez osoby trzecie* (*undertakes to observe the prohibition of third parties driving the vehicle*) - which was an unnecessarily complex and slightly awkward way to convey the message.

In unacceptable solutions, DEONT 4 was translated in the sense of consent (7 instances), acceptance (2) or understanding (1).

Interestingly, when the whole text is examined (*agree* is used eight times), there are few translations where the construction *agree to + verb* is consistently rendered as one expressing obligation. It is possible that *must + verb*, or even *shall + verb*, would be a clearer signal of obligation for novices, consistently with Adams' calls for a disciplined use of *shall* rather than eliminating it altogether – though making an exception for consumer contracts like this (Adams, 2004: 2018, 2019). It can also be speculated that in such contexts as DEONT 3 and DEONT 4 the meaning of obligation may seem more prototypical to inexperienced translators than in the case of paying a fee (DEONT 2), which has to be accepted upfront.

6.2.2 Translation task 2

The second contract was also free from *shall* and the repertoire of (quasi-)modal verbs was similar to the first one: *agree to*, *covenant*, *be entitled to*, *may not* and *will*.

As for the verb *to agree*, the modal meaning still seemed easier to detect in some contexts and confusing in others, even though the matter was discussed in class. A variation could be observed in the translations of several instances of *to agree* in this contract. In translations of the sentence:

The Landlord *agrees to Rent* [DEONT 5] to the Tenant and the Tenant *agrees to Rent* [DEONT 5 repeated] from the Landlord the Premises... ,

DEONT 5 was translated as an expression of consent by 7 trainees, four others translated it as a representation (*oświadcza*). This latter error did not appear in task 1, as representations were only discussed during the course. The remaining solutions either contained an express modality exponent *zobowiązuje się* (14) or used present tense indicative (9). This sentence is also interesting in that it contains the mutual promises of the two parties, so it confirms that the condition of consideration has been met.

Six versions did not retain this reciprocity, so there was just one verb, while in two cases the second *agrees* was translated differently from the first one - one as consent and one as assumption of an obligation.

Another instance of this quasi-modal verb was:

Tenant *agrees to allow* [DEONT 6] the Landlord reasonable access to the Premises...

Here, the verb was also interpreted as consent by 12 trainees, while one translated it as a representation. One person used the present tense (which was not the optimum solution here), three persons used the future tense, while 16 persons opted for *zobowiązuje się/jest zobowiązany*. For comparison, in a sentence where the Tenant agrees to keep the Premises clean and not to make alterations there were only three solutions denoting consent, so this element plain language seems fairly difficult for beginners.

Permission was expressed in one sentence:

The Tenant *is entitled to* [DEONT 7] take possession of the Premises at __ (time) on __. (date)

Most trainees translated DEONT 7 as *jest uprawniony (is entitled)*, *ma prawo (has the right)* or *może (can)*. These expressions were chosen by eleven, five and four persons, respectively. One person used a different expression *jest upoważniony (is authorised)* and one used the expression *zyskuje prawo (obtains the right)*, which were considered acceptable. Among unacceptable solutions, one trainee treated it as the Tenant's obligation (*jest zobowiązany*) and five others used present/future tense, with a similar effect. Seven other persons used very typical Polish constructions: *Wydanie/Przekazanie nastąpi (Delivery will take place)* or *Lokal zostanie udostępniony (The Premises will be made available)*, which suggested the precise date and time when the Tenant should take possession of the Premises, instead of the earliest time when this could happen. This could be due to using parallel texts or having experience with leases under Polish law.

DEONT 8 was a verb similar to *to agree*, though more formal:

The Landlord *covenants* [DEONT 8] that on paying the Rent and performing the covenants contained in this Lease, the Tenant will...

In fact the noun *covenants* used in the same sentence gave a cue about the sense of obligation carried by this word. Still, there were many renditions of this quasi-modal verb that did not convey this sense. Nine persons chose *oświadcza (represents)*, three opted for *zaświadcza (certifies)*, one used *deklaruje (declares)* and one used *przyjmuje do wiadomości (acknowledges, understands)*. One person omitted this part of the sentence. Among acceptable solutions, three persons used the verb *zapewnia (assures, warrants)*, which can denote a promise, even though it does not seem to be frequently used in Polish legal texts, one person used the present tense, another used *zobowiązuje* without the reflexive pronoun *się* and one used *zobowiązuje się*, but mixed the two covenants, so the Landlord assumed the Tenant's obligation in this text. Twelve persons successfully expressed the obligation using *zobowiązuje się*.

6.3 Legal terminology

The breakdown of assessments of translations of legal terms is presented in Table 6-10 (task 1) and Table 6-11 (task 2).

ITEM	All participants				MA students			PD students			Others		
	# 2	# 1	# 0	total	# 2	# 1	# 0	# 2	# 1	# 0	# 2	# 1	# 0
TERM 1	24	0	10	34	8	0	4	7	0	4	9	0	2
TERM 2	10	20	4	34	4	6	2	3	7	1	3	7	1
TERM 3	14	15	5	34	3	5	4	4	7	0	7	3	1
TERM 9	5	19	10	34	1	10	1	1	5	5	3	4	4

Table 6-10. Numbers of optimum, acceptable and unacceptable solutions in Pls relating to terminology (task 1)

ITEM	All participants				MA students			PD students			Others		
	# 2	# 1	# 0	total	# 2	# 1	# 0	# 2	# 1	# 0	# 2	# 1	# 0
TERM 4	17	9	8	34	6	1	5	7	3	1	4	5	2
TERM 5	23	10	1	34	8	3	1	8	3	0	7	4	0
TERM 6	2	13	19	34	0	5	7	0	4	7	2	4	5
TERM 7	26	1	7	34	8	0	4	8	1	2	10	0	1
TERM 8	16	13	4	33	5	5	1	4	4	3	7	4	0

Table 6-11. Numbers of optimum, acceptable and unacceptable solutions in Pls relating to terminology (task 2)

6.3.1 Translation task 1

Like most contracts, this contract contained a fair amount of terminology relating to its object (car rental), which is non-legal, but legal terms were present as well. The first difficulty concerned the names of parties to the contract, namely *Renter* [TERM 1] and *Owner* [TERM 2]. TERM 1 was correctly translated as *Najemca* by 24 trainees. Nine persons used the other party's name – *Wynajmujący* instead, while one came up with an unusual version *Najmujący*⁴⁸ (*the renting party*). TERM 2 was translated in two acceptable ways – ten trainees rendered it as *Wynajmujący* (*Lessor*), which is the statutory Polish name, while twenty - more literally as *Właściciel* (*Owner*). Considering that the ST is governed by common law, where parties' names are not standardised, such a foreignizing strategy is legitimate. Four trainees used the other party's name instead, which was unacceptable.

Generally, it seems that these terms were rather confusing, as demonstrated by unacceptable combinations of TERM 1 & TERM 2, which included:

- *Wynajmujący & Właściciel* (both of which correspond to *Owner*) in five translations;
- *Wynajmujący & Najemca* (reversal of names) in four translations;
- *Najmujący & Wynajmujący* in one translation.

Another term related to the legal relationship described in this contract is *renting term*:

The Renter has had the opportunity to inspect the vehicle before the *renting term* [TERM 3] begins...

⁴⁸ A search for *najmując** in the NKJP returns 100 hits, though there is noticeable confusion about the party (lessor or lessee) it refers to when not used as a verb participle. The noun *najmujący* does not appear in the WSJP.

The best solution was to translate TERM 3 as *okres najmu*, a term frequently used in Polish contracts (the Civil Code uses *czas trwania najmu*⁴⁹). *Okres najmu* appeared in ten translations. A more colloquial version, *okres wynajmu*,⁵⁰ was used by nine trainees. Some trainees legitimately only mentioned *renting* and skipped *term*, so their translations referred to *rozpoczęcie wynajmu/najmu/wypożyczenia* (*start of renting*), which appeared, respectively, in 5, 4 and 1 translations. Unacceptable solutions included rendering *term* as *termin* (*due date*) in two cases and three renditions mentioning the contract rather than the rental (whose terms need not start at the same time):

- *przed zawarciem umowy* (*before entry into the contract*);
- *przed rozpoczęciem obowiązywania warunków niniejszej umowy* (*before the terms of this contract start to apply*); and
- *przed datą wejścia umowy w życie* (*before the date of entry into force of the contract*).

All three versions listed above were unnecessary modifications of the ST and could even distort the facts if, for instance, the Renter inspected the vehicle on the same day on which the contract entered into force. Even if in the context of a short-term car rental the making of the contract, the contract's entry into force and the start of the renting term can be expected to occur around the same time, reformulations like this are not recommended considering how important precision is in legal texts.

The last term item in the first contract was *injuries* as one of several reasons for liability:

any damages, *injuries* [TERM 9], property loss, or death caused while the Renter operates this vehicle.

This term seems fairly easy to understand, but only four persons used the statutory terms: *szkody na osobie, szkody osobowe, uszczerbki na zdrowiu, uszkodzenia ciała*. One person strategically omitted the enumeration and only mentioned *wszelkie szkody* (*any damages*), which would include injuries too. Most acceptable solutions were *obrażenia* (12), *urazy* (6), but there was also one instance of *szkody osobiste* (instead of *szkody osobowe*). Unacceptable solutions included narrowing down the meaning of injuries to just wounds (*okaleczenia, rany, zranienia*) or psychological harm (*krzywdy*), omissions - with other items in the enumeration retained, or general damage (*szkody, uszkodzenia*).

6.3.2 Translation task 2

The title of the second contract was:

‘ *Residential Lease* [TERM 4]

The word *Lease* was recognised by all trainees as *umowa najmu* (one person left the title untranslated, so there were 33 solutions). They added the Polish word for *contract*, which need not be used in English⁵¹. This may have been due to their own experience or sheer luck. The English word *lease* is synonymous with

⁴⁹ For instance, in Article 662(1) of the Code.

⁵⁰ For instance <https://serwis.gazetaprawna.pl/nieruchomosci/artykuly/1484627,najem-wynajem-najemca-wynajmujacy-znaczenie.html> (access: 17 Jan. 2024); <https://gazetawroclawska.pl/jan-miodek-najem-wynajem-podnajem/ar/408375> (access: 22 Feb. 2025).

⁵¹ Information obtained at a course on English law for translators from David Hutchins, a former solicitor.

rental and *tenancy*, when one compares several dictionary definitions, and these terms are often used interchangeably as was the case in this contract. Meanwhile, in Polish law there are three contract types that can correspond to lease: *najem*, *dzierżawa* and *leasing*. Deciding which one to use is not always easy and the choice requires consulting the operative provisions of the contract (Setkowicz-Ryszka, 2022g). However, as the title was *Residential Lease*, it was necessary to make it more specific. The optimum solution, chosen by 17 persons, was *Umowa najmu lokalu mieszkalnego* (*Contract of lease of residential premises*). This was similarly imprecise as the English version, which did not specify if the lease concerned a house or an apartment. Six persons were less specific (*Umowa najmu lokalu - Contract of lease of premises*), while three narrowed it down to apartments (*umowa najmu mieszkania*). Seven persons did not convey the word *residential*, so their title was just *umowa najmu* (*contract of lease*).

Parenthetically, also the second lease contained names of the parties. This time they were typical of residential leases in English: *Landlord* and *Tenant*. The names were different from the ones used in the first contract, but should have been translated in the same way into Polish. This time, all trainees used the optimum Polish equivalents: *Wynajmujący* and *Najemca* in the presentation of parties, though there were some errors in these names in the operative provisions.

Another important term was *Premises*:

The Landlord agrees to Rent to the Tenant and the Tenant agrees to Rent from the Landlord the *Premises* [TERM 5] located at the following address: ____

The renditions of this term varied in terms of precision/vagueness of legal language, as mentioned in section 2.2.3.1. Optimum solutions retained this level of indeterminacy and included: *lokal* (*premises* - 21 translations) and *nieruchomość* (*property* - 2 translations). More specific solutions included *mieszkanie* (*apartment* – 2 translations) or *lokal mieszkalny* (*residential unit* – 7 translations), though in one case the word *posesja* - *a developed plot of land* was erroneously used as a synonym in the same sentence. They were over-translations, because the contract was a template and could be used for leasing a house as well. One person was undecided and provided two alternatives: *Lokal/Lokal Mieszkalny* (*premises/residential premises*). One person chose the term used in the Civil Code, *przedmiot najmu* (*object of lease*). This was an interesting case, as this could have been a good solution in a contract template, but it made the sentence so generic that it no longer conveyed the sense of a space to live in. Consequently, this particular rendition of TERM 5 was classified as unacceptable.

TERM 6 proved very difficult, most likely because it did not look very term-like:

If the Tenant continues to occupy the property, with the consent of the Landlord, after the expiration of the original term of this lease, the *rental will continue on a month-to-month basis* [TERM 6] with all of the other terms of this lease continuing unchanged.

It was a reference to *month-to-month tenancy/lease/rental*, which is a more flexible alternative to fixed-term leases.⁵² Since it gives the landlord more freedom in changing the terms of agreement, this may be important information for the tenant (although this contract expressly stated that terms would not change). No trainee used the English name, not even in brackets as a suggestion of a system-bound term, but there were two well-phrased descriptive solutions:

- najem ulega przedłużeniu na każdy kolejny miesiąc (the lease is extended for each subsequent month) and
- Umowa Najmu zostaje przedłużona na kolejne okresy miesięczne (the Lease is extended for subsequent one-month periods);

and thirteen less successful solutions, which nevertheless conveyed the idea of extending the contract each month:

- najem będzie kontynuowany wraz z każdym kolejnym miesiącem (the lease will be continued with each subsequent month);
- będzie on przedłużany z miesiąca na miesiąc (it will be extended from month to month);
- będzie ona co miesiąc odnawiana (it [the contract] will be renewed each month);
- Najem będzie kontynuowany z miesiąca na miesiąc (the lease will be continued from month to month - 2 instances);
- najem będzie przedłużany co miesiąc/każdego kolejnego miesiąca (the lease will be extended each/each subsequent month - 3 instances);
- najem będzie nadal obowiązywać z comiesięczną *prolongatą (the lease will still be in force with monthly extension - a word applicable to deadlines);
- najem odnawiany będzie comiesięcznie (the lease will be renewed monthly);
- okres najmu będzie przedłużany o jeden miesiąc wraz z rozpoczęciem kolejnego miesiąca (the lease term will be extended by one month with the start of the next month);
- przedłużenie niniejszej umowy wznawianym z miesiąca na miesiąc (extension of this contract renewed from month to month);
- umowa najmu będzie odnawiana z miesiąca na miesiąc (the contract will be renewed from month to month).

The remaining, unacceptable solutions either suggested:

- a one-off extension by a month:
 - zostanie ona przedłużona o kolejny okres rozliczeniowy wynoszący 1 miesiąc (it [the contract] will be extended by a subsequent settlement period equal to 1 month);
 - najem zostanie przedłużony o kolejny miesiąc (the lease will be extended by another month);
 - okres najmu zostanie przedłużony o kolejny miesiąc (the lease term will be extended by another month);

⁵² See https://www.law.cornell.edu/wex/month-to-month_tenancy for a definition and <https://www.self.inc/blog/what-is-month-to-month-apartment-lease> for a comparison of the two types of leases (access: 4 Apr. 2025).

- monthly payments of rent - which may indicate confusion of *rental* as a type of legal relationship and *rent/rental payments* - even though monthly rent was required anyway:
 - najem będzie kontynuowany na podstawie miesięcznych opłat (the lease will continue on the basis of monthly payments);
 - Najemca będzie zobowiązany do zapłaty czynszu w okresach miesięcznych (the Tenant will be obliged to pay rent in monthly periods);
 - najemca zobowiązuje się płacić czynsz co miesiąc;
- change of the contract into one for an unspecified period of time, which could mislead the reader as it carried associations with the Polish type of lease (e.g. long notice periods):
 - najem będzie kontynuowany na czas nieoznaczony (the lease will continue for indeterminate time);
 - umowa przekształci się w umowę na czas nieokreślony (the contract will transform into a contract for indeterminate time);
 - stosunek najmu zostanie przedłużony na czas nieokreślony (the lease relationship will be extended for indeterminate time);
- continuation of the contract with unchanged terms and/or rent:
 - czynsz za wynajem oraz wszystkie inne postanowienia niniejszej Umowy będą dalej ważne (rent for the lease and all other provisions of this Contract will still be valid);
 - warunki Umowy dalej będą obowiązywały w formie niezmienionej każdego kolejnego miesiąca najmu (the terms of the Contract will still apply in unchanged form in each month of the lease);
 - obowiązuje ustalony czynsz najmu (the agreed rent applies);
 - poczytuje się, że najem został przedłużony (it is deemed that the lease has been extended);

or focused on the month-to-month aspect but rendered it in an incomprehensible way:

- nadal obowiązuje czynsz na zasadzie miesiąc do miesiąca (rent still applies on a month to month principle);
- najem będzie obowiązywał od danego miesiąca do następnego miesiąca (the lease will be valid from a given month to the next month);
- najem będzie kontynuowany w cyklu miesięczny (the lease will be continued in a monthly cycle);
- wynajem pozostanie w dalszym ciągu aktualny na podstawie miesięcznej (the lease will still be valid on the monthly basis - nonsensical in Polish);
- stosunek najmu jest kontynuowany na miesiąc naprzód (the lease relationship is continued for a month in advance).

Another lease-related term was *rental payments* [TERM 7]. Most trainees correctly rendered it as *czynsz* (18/34) or *czynsz najmu* (8/34). One person provided a note explaining *czynsz* as *opłata z tytułu najmu* (*fee by virtue of lease*), but this solution was still acceptable. Unsuccessful renditions included *opłata za (wy)najem* (*lease fee* – 5 persons), *zapłata za korzystanie z nieruchomości* (*payment for the use of real property*), a term used in the context of transmission easements or adverse possession, or using no term at all: one version only mentioned that an amount was to be paid to the Landlord. A synonym of TERM 7

– *rent* – used in another place in the contract seemed easier to recognise as *czynsz*, which almost all trainees used (there were only two different terms and one omission). It may mean that inconsistent terminology (an aspect of ST quality) proved confusing to some of the less experienced trainees.

Although TERM 8 is a binomial:

...the Tenant agrees to leave the Premises in the same condition as when it was received, except for normal *wear and tear* [TERM 8],

no trainee tried to render it as a binomial in Polish. One person omitted this sentence. Sixteen persons used optimum renditions including *zużycie*, the corresponding Polish term: *normalne zużycie* (*normal wear and tear*), *zwykłe zużycie* (*ordinary wear and tear*), *zużycie będące następstwem prawidłowego/standardowego/normalnego użytkowania* (*wear and tear caused by proper/standard/normal use*).

Five of the thirteen acceptable solutions included the word *zużycie*, too, but in unusual constructions:

- *codzienne zużycie* (*everyday wear and tear*);
- *normalne zużycie powstałe w wyniku zamieszkiwania* (*normal wear and tear occurring as a result of living in*);
- *normalne zużycie spowodowane codziennym użytkowaniem* (*normal wear and tear caused by everyday use*);
- *skutki normalnego zużycia* (*effects of normal wear and tear*);
- *standardowego zużycia eksploatacyjnego* (*standard operating wear and tear*);

while others were attempts at descriptive translations:

- *ślady użytkowania* (*traces of use* - 3 instances);
- *znaki/oznaki użytkowania* (*signs of use* - 2 instances);
- *pogorszenie stanu wynikające z eksploatacji/normalnego korzystania* (*deterioration of condition as a result of operation/normal use* - 2 instances);
- *w stanie wynikającym z normalnej eksploatacji* (*in a condition resulting from normal use*).

As for unacceptable solutions (4/33), one mentioned *szkody* (*damages*), which was risky considering that *zużycie* is not seen as damage in the legal sense, one mentioned *rzeczy ulegające normalnemu zużyciu podczas eksploatacji* (*things which are subject to wear and tear when operated*), which suggested that this provision applied to certain elements of the premises, but not others, while two others used an under-translation *normalne użytkowanie* (*normal use*). All these renderings were close to the definition of (*normal*) *wear and tear* in BLD: “deterioration or depreciation in value by ordinary and reasonable use of the subject matter” (Black & Nolan, 1990: 1593) or in NSOED as “damage or deterioration from continuous ordinary use” (Brown, 1993: 3644), which resembles the contents of Article 675(1) of the Polish Civil Code:

Po zakończeniu najmu najemca obowiązany jest zwrócić rzecz w stanie niepogorszonym; jednakże nie ponosi odpowiedzialności za zużycie rzeczy będące następstwem prawidłowego użytkowania. (After termination of lease, the lessee shall return the thing in a non-deteriorated condition; however he is not liable for wear and tear caused by proper use.)

The Polish provision or other results of research on *wear and tear* could also help in translating the expression *in the same condition as when it was received*, which preceded TERM 8, as *w stanie niepogorszonym* (*in a non-deteriorated condition*). Fifteen trainees used this expression in task 2, compared to nine in task 1, where the ST mentioned *current condition* (*minus normal road wear-and-tear*). The trainees could in fact be helped in translating these terms by the intertextual nature of legal documents, i.e. by the practice of repeating passages from the Civil Code verbatim in Polish contracts.

Returning to TERM 8, is it also surprising that more trainees rendered *wear-and-tear* as *zużycie* in the first task than in the second one (27 compared to 21), even though they might not know the term at the start of the course. This may suggest that although *wear and tear* has a very close Polish equivalent *zużycie*, the use of the latter is problematic when it refers to real property, while more acceptable with reference to a vehicle. Also, failure to use *w stanie niepogorszonym* in the second task may suggest trainees' reluctance to introduce a specialist term to translate what seemed rather everyday language (*the same condition as when it was received* in task 2, *its current condition* in task 1).

6.4 Polysemy, synonymy and similar phenomena

The breakdown of assessments of translations of polysemous words is presented in Table 6-12 (task 1) and Table 6-13 (task 2).

ITEM	All participants				MA students			PD students			Others		
	# 2	# 1	# 0	total	# 2	# 1	# 0	# 2	# 1	# 0	# 2	# 1	# 0
POLYS 1	25	2	7	34	9	0	3	8	2	1	8	0	3
POLYS 2	7	5	22	34	3	3	6	2	0	9	2	2	7
POLYS 3	15	6	13	34	6	2	4	5	1	5	4	3	4
POLYS 4	21	12	1	34	8	4	0	7	4	0	6	4	1

Table 6-12. Numbers of optimum, acceptable and unacceptable solutions in PIs relating to polysemy and synonymy (task 1)

ITEM	All participants				MA students			PD students			Others		
	# 2	# 1	# 0	total	# 2	# 1	# 0	# 2	# 1	# 0	# 2	# 1	# 0
POLYS 5	24	8	2	34	7	5	0	9	1	1	8	2	1
POLYS 6	20	4	10	34	9	2	1	5	2	4	6	0	5
POLYS 7	12	21	1	34	5	7	0	3	8	0	4	6	1
POLYS 8	11	21	2	34	3	9	0	4	7	0	4	5	2

Table 6-13. Numbers of optimum, acceptable and unacceptable solutions in PIs relating to polysemy and synonymy (task 2)

6.4.1 Translation task 1

One of the known difficulties of legal translation is the polysemy of legal terms, as mentioned in section 2.5.1. An example of such a term is the word *damages*, which appears twice in the first contract:

The Renter agrees to [...] release the Owner for any *damages* [POLYS 1], injuries, property loss, or death caused...

The Renter will be held accountable for any *damages* [POLYS 2] or cleaning fees incurred...

From the context of use, we can infer that the first *damages* mean *loss, harm, detriment*, which corresponds to the Polish term *szkoda*, while the other instance is part of a term: *damages fees* (*opłata za uszkodzenie pojazdu*), that is, the payment charged if the car is scratched, the windscreen chipped, etc. Alternatively, it might refer to *pecuniary compensation, indemnity* and should be rendered in Polish as *odszkodowanie*. In either case, the first instance is about what the renter can do to other people or their property, while the second one is about what they may need to pay.

POLYS 1 was translated as *szkody* by 25 persons. Less successful solutions narrowed it down to *szkody osobiste** (*personal damage*, more correctly *szkody osobowe*) and *szkody majątkowe* (*material/property damage*). These solutions were used by one person each. Five unacceptable solutions mentioned *uszkodzenia* (*minor damage, defects*). One person rendered it as *zachowanie samochodu w stanie niepogorszonym* (keeping the car in a non-deteriorated condition), while another avoided it altogether and mentioned just *odpowiedzialność* (*liability*).

POLYS 2 generated many more unacceptable solutions: 21 persons mentioned just *szkody*, that is, the sense of POLYS 1, while one person used just *koszty* (*costs*). Acceptable solutions included: *uszkodzenia* (*minor damage, defects*) without a mention of costs or payments (3 translations), *koszty naprawy* (*costs of repair*) without mentioning what was to be repaired (1 translation), and *szkody oraz koszty ich usunięcia* (*damages and costs of their removal*) without explaining it concerned only damages to the rented car (1 translation). The seven optimum solutions either mentioned costs/fees (5 translations) or made it clear that renter was liable for any damage to the car and for cleaning fees, while the syntax permitted inferring that it meant financial liability. This distinction proved a difficult element of the ST and 20 trainees used the same word for POLYS 1 and POLYS 2 (in most cases both were rendered as *szkody*). Polish terms *szkody* and *uszkodzenia* are fairly frequently used outside of the legal context (semi-technical/mixed terms as discussed in section 2.5.1), which perhaps explains why many trainees did not research them properly. It may also have skipped their attention that both *damages* and *cleaning* were modifiers of *fees*.

Expressions POLYS 3 and POLYS 4 were another tricky pair, where a decision had to be made if their meaning was synonymous or not:

The Renter ... confirms that it [the vehicle] is *in good operable condition* [POLYS 3].

The Owner swears and attests that the vehicle is *in good working order* [POLYS 4].

Operable can mean that something is merely functioning, as confirmed by the following definition of *operable condition*: "in a condition that would allow its normal operation, with functioning headlights, inflated tires, current license plates or tags, and not partially dismantled, lifted on jacks, blocks or other structures".⁵³ NSOED defines it as "able to be operated" in the sense of operate as "be in action, be functioning" (Brown, 1993: 2005). Meanwhile, *in good working order* seems to promise more. It means: "that the relevant equipment or component operates fully in accordance with its published specification".⁵⁴ NSOED defines *working order* as "the condition in which a machine, system, etc., works

⁵³ A sample contract clause on <https://www.lawinsider.com/dictionary/operable-condition> (access: 31 Mar. 2025).

⁵⁴ A sample contract clause on <https://www.lawinsider.com/dictionary/good-working-order> (access: 31 Mar. 2025).

satisfactorily or in a specified way" (Brown, 1993: 3720). However, there is no legal definition of *good working order* and if matters end up in court, judges determine the meaning of the term on a case-by-case basis.⁵⁵ Another difference between these two expressions is that *working order* is a fairly stable collocation, with a normalised frequency of 1.86 per million words in the British National Corpus and 0.42 in the Corpus of Contemporary American English, while *operable condition* appears only once in the BNC and twice in the COCA, with normalised frequencies close to 0.

Also, the parties' positions are such that the Renter can hardly establish more than lack of major problems when inspecting the vehicle, while the Owner, often a professional entity, can warrant that it will function properly. Therefore, it is advisable to make the Renter's assertion weaker than the Owner's. No differentiation between the strength of both parties' assertions was made in 12 translations: parties confirmed the vehicle was *w dobrym stanie technicznym* (*in good technical condition*), *w stanie przydatnym do umówionego użytku* (*in a condition fit for agreed use*) or *w dobrym stanie umożliwiającym użytkowanie* (*in a good condition enabling its use*). In four cases the Renter's assertion was stronger, confirming *dobry stan techniczny* (*good technical condition*), while the Owner only mentioned *dobry stan* (*good condition*), operable condition or fitness for use. In the remaining translations, the Owner made a stronger statement about the good technical condition.

Looking at the solutions in isolation, POLYS 3 was unsatisfactorily translated as *w dobrym stanie technicznym* (*in good technical condition*) by 13 trainees. Acceptable solutions included: *w stanie przydatnym do umówionego użytku* (*in a condition fit for agreed use* - 2 instances), *nie wnosi zastrzeżeń* (*has no objections [as to the condition]* - 2 instances), *w dobrym stanie eksploatacyjnym* (a rarely used expression, potentially a calque) or *w pełni sprawny* (*fully operable* - 1 instance). Importantly, the expression *w stanie przydatnym do umówionego użytku* is a quote from the Polish Civil Code and keeping the leased thing in such a state is a duty of the Owner/Landlord. All 15 optimum solutions mentioned simply *dobry stan/w dobrym stanie* (*(in) good condition*) or the car being operable/fit for use or in a condition which permits its use: *we właściwym stanie pozwalającym na jego użytkowanie*; *w dobrym, odpowiednim do użytku stanie*; *w stanie pozwalającym na jego eksploatację*; *w stanie przydatnym do użytkowania*; *w stanie zdolnym do użytku*.

There was just one unacceptable solution in the case of POLYS 4: *nie ma uszczerbków* (*has no damages*). The remaining solutions included 12 acceptable ones, whose repertoire was similar to optimum POLYS 3 solutions, and 21 optimum ones, mainly *w dobrym stanie technicznym* (*in good technical condition* - 17 instances), *w stanie przydatnym do umówionego użytku* (*in a condition fit for agreed use* - 2 instances), *w pełni sprawny* (*fully operable*), *sprawny i zdolny do użytku* (*operable and fit for use*).

⁵⁵ For instance <https://www.mondaq.com/canada/real-estate-and-construction/804394/good-working-order-what-does-this-mean-in-the-context-of-a-commercial-real-estate-agreement-of-purchase-and-sale> or <https://educaloi.qc.ca/en/capsules/warranties-on-used-cars-and-motorcycles-sold-by-merchants/> (access: 31 Mar. 2025).

6.4.2 Translation task 2

The first challenge in terms of polysemy in the second contract was the verb *to rent* used twice in the following sentence:

The Landlord agrees *to Rent* [POLYS 5] to the Tenant and the Tenant agrees *to Rent* [POLYS 6] from the Landlord the Premises located at...

There were only two unacceptable renditions of POLYS 5: *użyczenie* (letting for use, which is another legal relationship) and *wynajmowanie od* (renting from instead of *renting to*). Four persons used a more colloquial noun *wynajem* (lease), three persons used the verb *oddaje* (lets), but either without mentioning the kind of legal relationship or mentioning *użytkowanie* (which may seem a synonym of *używanie*, but one of its meanings is also *usufruct*), and one used the verb *udostępnia* - *makes [the premises] available*). All the others (24) had optimum translation solutions:

- wynajmuje/wynajmie/wynając (rents/will rent/to rent - 3, 1 and 9 instances);
- najem/wynajmowanie/wynajęcie (lease - 1, 1 and 2 instances, respectively);
- oddaje w najem (lets under lease - 3 instances);
- oddaje/oddać do użytkowania (grants/to grant the use of - 1 and 2 instances).

This sentence is a reflection of the parties' offer and acceptance, which could explain why this reciprocity of promises is important. The verb *to rent* is not exactly a case of polysemy, but it can work "both ways" (unlike, e.g. *to sell* and *to buy* or *to lend* and *to borrow*). Since there is also corresponding Polish verb (*wynajmować*), which can be used in both these contexts, this sentence should have posed no problem. Still, seven trainees reduced the redundancy and did not translate POLYS 6, so their versions mentioned only the Landlord renting the Premises to the Tenant (though one person used the verb *udostępnia* - *makes [the premises] available*). Two persons changed POLYS 6 beyond what the verb means: paying rent or using the premises only for residential purposes, while one came up with *najem Wynajmującemu* (*renting to the Landlord*). This person mixed up both the parties' names and POLYS 5/POLYS 6.

As for optimum solutions, trainees either used the same verb/noun:

- wynając/wynajmuje/będzie wynajmować od (to rent/rents/will rent from - 3, 1 and 1 instances respectively);
- wynajęcie/wynajmowanie od (renting from - 2 and 1 instances);

or used expressions *wziąć w najem* (*accept under lease*), or *przyjąć do użytkowania/w najem* (*accept for use*).

One person transformed it into a very idiomatic phrase that could appear in a Polish contract, so this was a strategic omission of POLYS 6, justifiable by an attempt at domestication: *Przedmiotem najmu jest Lokal mieszczący się pod adresem...* (*The object of the rental is the Premises located at...*). Acceptable solutions were similar to optimum ones, but with minor flaws: *bierze ww. lokal w użytkowanie* (potentially a different legal relationship), *Najęcia, nając, wynajem od* (unusual forms).

Among those acceptable or optimum solutions where trainees decided to convey the reciprocity of promises, eight used two identical verbs or two identical deverbal nouns were used (with different

prepositions), in five cases parallel structures were used (e.g. *oddaje w najem/bierze w najem - lets under lease/accepts for lease*), while the remaining ten used non-parallel constructions (e.g. *wynajmuje/bierze w najem - rents/accepts under lease*).

The contract contains the noun *inspection* and the verb *to inspect*, which needed to be differentiated in translation considering the actor:

Tenant agrees to allow the Landlord [...] access to the Premises for *inspection* [POLYS 7] and repair.

The Tenant *has inspected* [POLYS 8] the Premises and has found it satisfactory.

The Polish cognate, *inspekcja*, was not a very good choice for either POLYS 7 or POLYS 8, since it suggests the actor's authority to check something, like the correct application or procedures or operation of an enterprise.⁵⁶ Another term that was used here - *ogłędziny* (*visual inspection*) was a similar case. These solutions were classified as acceptable, though their high frequency suggests insufficient research. The use of either of these equivalents was less problematic in case of POLYS 7 than in case of POLYS 8, considering that if any party could act in a professional capacity, the Landlord was more likely to do so.

Inspekcja was used in 12 renditions of POLYS 7 and in 5 renditions of POLYS 8 (as an exception, one use was classified as unacceptable as too "official": *po przeprowadzeniu inspekcji* (*having carried out an inspection*)). *Ogłędziny* appeared 3 times as a translation of POLYS 7 (once with *kontrola* in brackets and with a question mark) and 6 times as a translation of POLYS 8. Other acceptable translations of POLYS 7 included: *cele kontrolne* (*control purposes*), *przegląd* (*technical inspection*) and *kontrola* in two unusual expressions - *w przypadku kontroli* (*in case of control* - as if this were done by an external party) and *kontrola jego użytkowania* (with the addition of "the way in which the premises are used", which was more specific than the ST expression). Meanwhile POLYS 8 was also acceptably rendered as: *dokonał kontroli/skontrolował* (2 and 1 times), *dokonał sprawdzenia* (*performed a check* - which was very officialese), *ogłędnął* (*has seen/inspected* - a regionalism), *organoleptycznie sprawdził stan* (*organoleptically (!) checked the condition*), *był w Lokalu* (*has visited the Premises*), *sprawdził stan techniczny/zapoznał się ze stanem technicznym* (*has checked/familiarised themselves with the technical condition* - 2 and 1 times - where the addition of technical condition was unjustified), and a solution with three alternatives (*zapoznał się ze stanem / sprawdził / dokonał ogłędzin*).

The best solutions for POLYS 7 were: *kontrola* – *check, control* (11/23), *przegląd* – *technical inspection*, (2/23), *ogłędziny* – *visual inspection* (2/23), all of which also suggested professional capacity or authorisation, though *kontrola* was the most versatile equivalent, applicable also in less formal contexts. Only one person mentioned *sprawdzenie stanu* (*checking the condition*), which was the most adequate solution here. The best renditions of POLYS 8 were less official: *obejrzał* (*has seen/inspected* - 4 instances), *zapoznał się ze stanem* (*has familiarised themselves with the condition* - 5 instances), *ocenić stan* (*to assess the condition* - once) and *sprawdził* (*has checked* - also once.) The few unacceptable solutions included *w celach nadzorczych* (*for supervisory purposes*) in POLYS 7 and *po przeprowadzeniu inspekcji* (already

⁵⁶ <https://wsjp.pl/haslo/podglad/27350/inspekcja/5078679/czynnosc> (access: 6 Feb. 2024)

mentioned above) and *dokonał przeglądu stanu technicznego* (has performed a check-up of the technical condition) in POLYS 8.

Comparing how each individual trainee dealt with POLYS 7 and POLYS 8, two persons used *sprawdzić stan* in both - though the second instance was "organoleptically check" or "technical condition", while five used the same equivalent – *inspekcja* (1 instance), *kontrola* (3 instances) or *ogłędziny* (1 instance). Most translations suggested somewhat less authority on the Tenant's part, but at least one (*sprawdzić stan/sprawdzić stan techniczny*) suggested more authority or professionalism on the Tenant's part. Failure to notice the uneven positions of the Landlord and the Tenant resulted in some problems with the differentiation of POLYS 7 and POLYS 8 due to the frequent use of *inspekcja* as an equivalent of POLYS 8.

6.5 Phraseology and other legal language conventions

The breakdown of assessments of translations of fixed phraseological expressions and other conventional legal language is presented in Table 6-14 (task 1) and Table 6-15 (task 2).

ITEM	All participants				MA students			PD students			Others		
	# 2	# 1	# 0	total	# 2	# 1	# 0	# 2	# 1	# 0	# 2	# 1	# 0
PHRAS 1	21	12	1	34	7	5	0	7	3	1	7	4	0
PHRAS 2	23	10	1	34	8	3	1	8	3	0	7	4	0
PHRAS 3	20	12	2	34	7	4	1	7	3	1	6	5	0
PHRAS 4	8	18	8	34	2	8	2	2	7	2	4	3	4

Table 6-14. Numbers of optimum, acceptable and unacceptable solutions in PIs being phraseological units (task 1)

ITEM	All participants				MA students			PD students			Others		
	# 2	# 1	# 0	total	# 2	# 1	# 0	# 2	# 1	# 0	# 2	# 1	# 0
PHRAS 5	25	7	2	34	9	2	1	7	3	1	9	2	0
PHRAS 6	21	5	8	34	7	2	3	7	2	2	7	1	3
PHRAS 7	25	9	0	34	9	3	0	9	2	0	7	4	0
PHRAS 8	15	6	13	34	4	3	5	6	1	4	5	2	4

Table 6-15. Numbers of optimum, acceptable and unacceptable solutions in PIs being phraseological units (task 2)

6.5.1 Translation task 1

Even though the first contract is not written in heavy legalese, it does contain two phrases typical of contract language in the very first sentence:

This agreement is hereby made [PHRAS1] between {Renter Name} (hereafter referred to as [PHRAS2] "the Renter") and {Owner Name} (hereafter referred to as "the Owner").

Translation of PHRAS 1 required the use of a rather archaic Polish pronoun (*niniejszy*) and 19 out of 34 trainees followed this convention. Four persons chose other pronouns: *ta umowa/umowa ta/poniższa umowa*, which did not change the meaning, but was not typical of the contract register. Five trainees used no pronoun at all, which was another acceptable solution. One person erroneously called the document *porozumienie* (agreement, memorandum of understanding). Finally, two persons followed the convention of a Polish contract with a title *UMOWA NAJMU POJAZDU/SAMOCHODU* (VEHICLE/CAR RENTAL

AGREEMENT), which could be inferred from the contents. The word *hereby* could be translated as *niniejszym*, but it was omitted by all trainees but one, probably in order to avoid having similar words *niniejsza* and *niniejszym* close together.

As for the verb in this fixed English phrase (*is made*), the majority of trainees (23/34) chose to retain the present tense (e.g. *zostaje zawarta, jest zawarta, jest zawierana, zawierają*). Five persons opted for the past tense (*została zawarta*) and three - for the past participle alone (*zawarta*). However, some uses of the participle were problematic. While *Umowa zawarta pomiędzy...* (*Agreement made between...*) used by two trainees was correct as it resembled the title of a Polish contract, the constructions *Poniższa/Niniejsza umowa zawarta pomiędzy...* (*The following/this agreement made between...*) were not. One of these solutions was the only unacceptable solution for PHRAS 3, as neither the pronoun, nor the verb were rendered correctly. In one case the passive voice was acceptably changed to active voice (*Niniejszą umowę zawierają...*) and in one case the verb was acceptably omitted altogether, while the title was followed by the preposition *między* (*between*).

As for PHRAS 2, the most popular solution was: *dalej zwany(m)/zwany(m) dalej* + party name (17/34). It is fairly literal and fully acceptable as both common and civil law contract drafters define the names of parties in this way. Four persons opted for *zwanym w dalszej części umowy* (*referred to in the further part of the contract*), one used *w dalszej części niniejszego dokumentu zwanym* (*in the remaining part of this document referred to as*), while another one went for a less wordy *dalej: (later:)* and one for *poniżej zwanym* (*below referred to*). Nobody used the simplest option: just the party's name in quotation marks.

A less felicitous, though still acceptable, solution was *zwanym w dalszej części* (*referred to in the further part*), without the document name (3/34), while other acceptable, though rare solutions (used by one trainee each) included:

- *dalej nazywanym* (*later called*);
- *dalej określanym* (*later referred to as*);
- *odtąd zwanym* (*from now on referred to*), or
- *który dalej jest zwany* (*who is hereafter referred to as*).

The only unacceptable version was highly unidiomatic: *od tego momentu uznanego jak* (*from this moment recognised as*).

Another feature of formal style is the conjunctive adverb *further* (synonymous with *furthermore*), which means *in addition to what precedes, besides*:

The Renter *further* [PHRAS 3] swears and attests that...

The Polish adverb that corresponds to *further*, including in terms of formality, is *ponadto*, which was chosen by 15 out of 34 trainees. Seven opted for a less formal equivalent, *również* (*too, also*), though its placement before the verb made two renditions just acceptable. One person used *jednocześnie* (*at the same time*), while nine chose to omit the word, which was also acceptable in the context. There were just two unacceptable renditions: *dalej* (*farther*) and *dodatkowo* (*in addition, extra*).

The last item in the category of phraseology was *minus*:

The Renter agrees to return the vehicle in its current condition (*minus* [PHRAS 4] normal road wear-and-tear).

What made it difficult to translate (though not to understand) was the fact that it did not refer to numbers. The use of *minus* is probably a result of changes towards plain language in a phrase that is still worded as "except for fair/normal/ordinary wear and tear" or "fair wear and tear excepted". The typical Polish phrase used in leases is "w stanie niepogorszonym z uwzględnieniem zwykłego zużycia" (in a non-deteriorated condition, making allowance normal wear and tear) or "w stanie niepogorszonym *ponad* zwykłe zużycie" (in a condition not deteriorated above normal wear and tear). This rendition of *minus* cannot be found in dictionaries, but during online searches for examples of use of *zużycie* (*wear and tear*) in contracts and other legal texts.

Optimum solutions were not frequent: *ponad* appeared in four translations and *uwzględniając/z uwzględnieniem* in another four. Acceptable solutions included *z wyłączeniem* (*excluding* - 4/34), *nie licząc* (*not counting* - 4/34), *z wyjątkiem* (*except for* - 3/34), *poza* (*beyond* - 3/34), *z pominięciem* (*disregarding* - 2/34), *nie uwzględniając* (*not taking into account* - 2/34) and *pomijając* (*apart from* - 1/34). Because of the unusual form, all these expressions could potentially be interpreted as meaning the opposite: that normal wear and tear was not allowed. And while under Polish law this interpretation would be excluded by the Civil Code, under common law the situation is not so obvious as interpretation is more focused on the "plain" meaning and parties enjoy much greater freedom in determining their rights and obligations. Finally, the eight unacceptable renditions of PHRAS 4 included one omission, *nie obejmując* (*not covering*), *bez* (*without*), and five solutions suggesting mathematical operations: *minus* (2 instances), *nie wliczając* (*not counting in*), *po odjęciu* (*after subtraction*), *pomniejszonym o* (*decreased by*).

6.5.2 Translation task 2

The word *minus* appeared also in the second contract, this time with reference to amounts:

This deposit will be returned to the Tenant within ___ days of the termination of this Lease, *minus* [PHRAS 5] any amounts needed to repair the Premises.

Unsurprisingly, the results were better this time, with only two unacceptable renditions: *nie licząc* (*not counting*) and *za wyjątkiem* (*with the exception of*). Acceptable solutions (7/34) included a fairly colloquial *minus* (*less*), *Pozostała część kaucji* (*The remainder of the security deposit*), which was not bad after the previous sentence mentioned costs borne by the Landlord, but did not expressly state the costs of repairs, and several slightly awkward expressions:

- z pomniejszeniem (jej) o (with a/its decrease by - 2 instances);
- z ewentualnym potrąceniem (with a possible set-off);
- w wysokości uwzględniającej potrącenie (in an amount taking into account a set-off);
- w wysokości pomniejszonej o (in an amount decreased by).

In the last two solutions, *wysokość* was not a goof choice, as it is used with e.g. interest rates. The word *kwota* to express amount would improve these solutions. It is interesting that when translating into Polish, one is often forced to add either *kwota* or *wysokość* where no such word is used in the English ST, e.g. a

loan of \$100 bearing interest rate of 2% becomes *pożyczka w kwocie 100 dolarów oprocentowana stopą odsetkową w wysokości 2%*.

All the remaining 25 renditions can be classified as optimum:

- może zostać pomniejszona o (may be decreased by - 2 instances);
- obniżona o (decreased by);
- Odjęte zostaną (The following will be deducted);
- po odjęciu (after deduction of);
- po potrąceniu (after set-off of - 9 instances);
- po uprzednim pomniejszeniu (after prior decrease by);
- pomniejszona o (less/decreased by - 7 instances);
- w kwocie pomniejszonej o (in amount decreased by - 3 instances).

Contracts in English sometimes contain expressions relating to time that seem fairly colloquial, such as *from time to time*, which denotes a repeated (repeatable) rather than one-off action (Berezowski, 2012: 121). This contract contained *at any time*, which can be rendered as *w dowolnym terminie* (Berezowski, 2012: 142), but in the context where it appeared - in combination with and strengthening the expression *during the term* - the best strategy was to skip it:

Neither the Premises nor [...] will be used *at any time* [PHRAS 6] during the term of this Lease...

Eight trainees omitted any reference to time in this provision, which was unacceptable. Only two trainees tried to retain PHRAS 6 in Polish and both these renditions were acceptable, even if slightly awkward:

- w jakimkolwiek czasie w okresie obowiązywania niniejszej Umowy Najmu (at any time during the period of validity of this Lease);
- w żadnym momencie trwania niniejszej umowy (at no moment during the term of this contract).

Other acceptable, though not optimum, solutions were also awkward, though they conveyed the message:

- na czas trwania Umowy (for instead of during)
- podczas okresu najmu (instead of w okresie najmu)
- w okresie obowiązywania warunków niniejszej umowy najmu lokalu (in the period of validity of conditions of this lease of premises).

The remaining trainees were right to translate only the part *during the term of the Lease*: *podczas obowiązywania/trwania niniejszej umowy* (3 instances); *przez cały okres trwania stosunku najmu*; *w ciągu obowiązywania Umowy*; *w czasie obowiązywania (niniejszej) umowy* (3 instances); *w okresie najmu lokalu*; *w okresie obowiązywania (niniejszej) umowy* (7 instances); *w okresie trwania najmu/umowy* (3 instances); *w trakcie obowiązywania umowy*; and *w trakcie trwania tej umowy*. Importantly, no solution suggested that the prohibition would be breached only if the Premises were used inconsistently with the contract for the whole term of the lease.

The next phraseological expression was an example of fixed, or even fossilised, legal language:

...without the prior written consent [PHRAS 7] of the Landlord.

This phrase did not appear in the first translation, but it featured in some boilerplate provisions that trainees post-edited. As a fossilised expression it also easily translatable for MT engines and easy to find using Google search engine. As could be expected, trainees produced only acceptable (9/34) or optimum (25/34) solutions. The most frequent flaw of merely acceptable solutions was omission of *prior*:

- *bez pisemnej zgody* (without written consent - 3 instances);
- *konieczne jest uzyskanie pisemnej zgody* (it is necessary to obtain written consent);
- *wymaga pisemnej zgody* (requires written consent - 2 instances);
- *chyba że uzyska na to pisemne pozwolenie* (unless he/she obtains written permission to do so).

In one case the word *written* was omitted: *bez wcześniejszej zgody*, and in one case *prior* was changed to *required*: *bez wymaganej pisemnej zgody*. All the optimum solutions were almost identical and differed only in the degree of formality of the equivalent of *prior*: *bez uprzedniej pisemnej zgody* (20 instances, more formal language) or *bez wcześniejszej pisemnej zgody* (5 instances, more everyday language).

The last item is a single word *reasonable*, which is used in many legal terms, e.g. reasonable doubt, reasonable expectations, reasonable belief or reasonable man doctrine. It is an example of intentionally vague legal language (Rylance & Kaczmarek, 2022: 26; Witczak-Plisiecka, 2020: 277-278), requiring or allowing interpretation in every case. It is also a culture-bound element, an expression of a different philosophy on which law is based (Goddard, 2009: 183-184). Even champions of plain language or clear contract drafting do not reject *reasonable* (Adams, 2014b, 2016). In this contract it modified *access*:

Tenant agrees to allow the Landlord *reasonable access* [PHRAS 8] to the Premises for inspection and repair.

Reasonable is defined in the BLD as:

Fair, proper, or moderate under the circumstances. Fit and appropriate to the end in view. [...] Not immoderate or excessive, being synonymous with rational, honest, equitable, fair, suitable, moderate, tolerable (Black & Nolan, 1990: 1265).

In the Polish legal language, there is less need for a similar adjective due to the general principles, such as *zasady współżycia społecznego* (*principles of community life*), which prevent extreme interpretations of parties' statements. Therefore, it is hard to find a modifier similar to *reasonable* in Polish contracts, which was perhaps the reason why some trainees only used the noun *dostęp* (*access* - 4 instances), the verb *udostępnić* (*to give access* - 5 instances) or expressed permission with some shifts in meaning:

- *zgadza się na rutynowe wizyty* (consents to routine/regular visits);
- *udziela zgodę na przeprowadzanie kontroli lokalu* (consents to carrying out premises inspections);
- *umożliwić ... w miarę możliwości dostęp* (permit ... as far as feasible access);
- *może wejść* ([Landlord] can enter).

However, it is possible to find similarly vague Polish adjectives that do appear in the legal language, which fifteen trainees did. They used the following fairly literal translations:

- rozsądny dostęp (reasonable access - 2 instances);
- racjonalny dostęp (reasonable access - 1 instance);
- uzasadniony dostęp (justifiable access - 5 instances);

or tried to explain it:

- uzasadniony okolicznościami dostęp (access justified by circumstances - 1 instance);
- dostęp/udostępnienie ... w rozsądnym zakresie/wymiarze (access to a reasonable extent - 4 instances);
- dostęp w uzasadnionych przypadkach (access in justified cases - 1 instance);
- nieprzekraczający zakres rzeczowej potrzeby dostęp (access not exceeding what is necessary - 1 instance).

Six trainees were less successful in their attempts to explain *reasonable*, but their solutions were still acceptable as they mostly conveyed the idea:

- odpowiedni dostęp (adequate access - 2 instances);
- dostęp w celu (przeprowadzenia) uzasadnionej/-ych kontroli (access for the purpose of (carrying out) justified inspection(s) - 2 instances);
- w granicach rozsądku i za uprzednim powiadomieniu Najemcy (within reasonable limits and upon prior notice to the Tenant - 1 instance);
- dostępu ... w zakresie nieprzekraczającym prawa Najemcy do niezakłóconego używania Lokalu (access not going beyond the Tenant's right to quiet possession of Premises - 1 instance).

6.6 All-encompassing character

The breakdown of assessments of translations of enumerations which attempt to make the provisions all-encompassing or all-inclusive is presented in Table 6-16 (task 1) and Table 6-17 (task 2).

ITEM	All participants				MA students			PD students			Others		
	# 2	# 1	# 0	total	# 2	# 1	# 0	# 2	# 1	# 0	# 2	# 1	# 0
ENCOM 1	14	7	13	34	4	3	5	3	3	5	7	1	3
ENCOM 2	7	12	15	34	1	4	7	2	5	4	4	3	4
ENCOM 3	17	11	6	34	4	6	2	7	3	1	6	2	3
ENCOM 4	22	10	2	34	7	3	2	8	3	0	7	4	0

Table 6-16. Numbers of optimum, acceptable and unacceptable solutions in Pls being lists of quasi-synonyms (task 1)

ITEM	All participants				MA students			PD students			Others		
	# 2	# 1	# 0	total	# 2	# 1	# 0	# 2	# 1	# 0	# 2	# 1	# 0
ENCOM 5	10	20	4	34	2	8	2	3	7	1	5	5	1
ENCOM 6	5	27	2	34	1	11	0	0	9	2	4	7	0
ENCOM 7	11	4	19	34	2	1	9	3	2	6	6	1	4
ENCOM 8	22	9	3	34	4	5	3	9	2	0	9	2	0

Table 6-17. Numbers of optimum, acceptable and unacceptable solutions in Pls being lists of quasi-synonyms (task 2)

6.6.1 Translation task 1

As mentioned in section 2.2.3.1, common law drafters often strive to create all-encompassing texts, covering all eventualities. One of the characteristic features of legal English is binomials, trinomials or even longer strings of quasi-synonyms. In translation, decisions need to be made whether or not to keep the same number of elements. Several expressions of this kind with translation solutions are analysed below.

The Renter *swears and attests* [ENCOM 1] that...

The optimum way to render ENCOM 1 was to replace it with just one Polish verb – *oświadcza* (*represents*), which nine trainees did, or to retain two verbs, namely *oświadcza* and one more verb, such as *potwierdza* (*confirms* – 2/34), *deklaruje* (*declares* – 1/34) or *zapewnia* (*assures* – 1/34). Out of the seven acceptable solutions, *oświadcza* and *potwierdza* appeared three times each and *deklaruje* appeared once. What was problematic was that in an attempt to retain the doublet trainees used verbs that suggested some official capacity: *poświadcza* or *zaświadcza* (*certifies*), or literal equivalents of *swears*: *przysięga* or *przysięka*, which verbs are not used in Polish contracts at all. But at least one verb in each pair was correct. Unacceptable solutions included only *zaświadcza* (9 instances), only *poświadcza* (1 instance) or *zaświadcza* combined with *przysięga* (2 instances) or *obiecuje* (*promises* – 1 instance)

In another place in the contract, the Renter agrees to:

...follow all *city, state, county, and government* [ENCOM 2] rules and restrictions regarding use and operation of the vehicle.

The difficulty stems from the fact that the first three elements of ENCOM 2 refer to administrative units, while *government* should be understood as reference to laws applicable in the whole country. The best solution, used by two trainees, was to reduce the list to *lokalnych i krajowych* (*local and national*). Another person added also regional level: *krajowych, regionalnych lub lokalnych* (*national, regional or local*). In four other optimum solutions the number of elements was retained, but the level of *government* was converted into *kraj* (*country*), *krajowy* (*national*) or *federalny* (*federal*).

As for acceptable renditions of ENCOM 2, of which there were twelve, the adjective *państwowy* (*state-level*) was used in three translations. What makes this solution problematic is that even if *państwowy* and *krajowy* seem synonymous, the Polish term *prawo państwowe* is a synonym of *prawo konstytucyjne* (*constitutional law*) or the opposite of *prawo kanoniczne* (*canon law*). Two trainees simply mentioned (all) applicable (traffic) provisions – (*wszystkich*) *obowiązujących przepisów (drogowych)*, and three described the rules as applicable in the area where the vehicle is used (*obowiązujących na terenie eksploatacji pojazdu; obowiązujących na terenie używania pojazdu; właściwych dla miejsca, w którym Pojazd jest używany*). Other acceptable solutions included:

- krajowych obowiązujących na terenie miasta, stanu i hrabstwa (national [provisions], applicable in the territory of a city, state or county);
- miejskich, stanowych, obowiązujących w hrabstwie i międzystanowych (city, state, applicable in county and inter-state [provisions]);

- miejskim, stanowym, ogólnokrajowym i rządowym (city, state, nationwide or governmental - with “governmental” being redundant here);
- obowiązujących na terenie danego miasta, stanu, hrabstwa, bądź naniesionych przez rząd (applicable in a given city, state, county or imposed by the government).

In eleven unacceptable renditions *government* was translated literally as *rząd/rządowy* (*government/governmental*) within a string of four parallel modifiers. One person mentioned *praw rządowych* (*governmental laws*), one only mentioned *przepisy* (*provisions*) and one ducked the problem by describing the provisions as *obowiązującymi na terenie określonym* (*applicable in the area specified*).

The most difficult string of near-synonyms in task 1 was the tripled in the “hold harmless” clause:

...hold harmless, indemnify, and release [ENCOM 3] the Owner for any damages, injuries, property loss, or death caused while the Renter operates this vehicle.

In most optimum translation solutions this triplet was reduced to just one Polish expression: *zwolnić/zwolnienie/zwalnia z odpowiedzialności* (*to release/a release/releases from liability*) appeared in nine translations, *zabezpieczenie przed odpowiedzialnością* (*protection from liability*) in one. Other optimum solutions used two or even three elements, with some attempts at descriptive equivalents:

- chronić, zabezpieczać oraz zwolnić Właściciela z odpowiedzialności (to hold harmless, protect and release the Owner from liability);
- przejąć na siebie odpowiedzialność i zwolnić Właściciela z odpowiedzialności (to assume liability him/herself and release the Owner from liability);
- przejęcie odpowiedzialności, wynagrodzenie strat i zwolnienie Właściciela od odpowiedzialności (assumption of liability, coverage of losses and release of the Owner from liability);
- przyjęcie pełnej odpowiedzialności, przy jednoczesnym zwolnieniu z niej Wynajmującego (assumption of full liability with simultaneous release of the Owner from it);
- zwolnić wynajmującego z odpowiedzialności ... i zobowiązuje się do ich rekompensaty (release the Owner from liability... and agrees to compensate for them);
- zabezpieczy(ć) i zwolni(ć) Właściciela z wszelkiej odpowiedzialności (to protect/will protect and release the Owner from any liability - 3 instances).

Among acceptable renditions, five used just one verb, namely that the Owner (as the grammatical subject) *nie ponosi/jest zwolniony z/nie zostanie pociągnięty do odpowiedzialności* (*is not liable/is released from liability/will not be held liable*). Three other solutions mentioned *wypłacić odszkodowanie/wypłacenia odszkodowania* (*to pay damages/payment of damages*) and *zwolnić/zwolnienie z odpowiedzialności* (*to release/a release from liability*). Another solution with two elements was *w pełni zabezpieczyć i zwalnia z ponoszenia odpowiedzialności* (*to fully protect and releases from being held liable*), with one infinitive and one finite verb form. Two other solutions contained three elements from those discussed above and either one of them was incomplete (*pokryć* - *cover*, without any mention of what was to be covered) or the third one was a repetition of the first one, which might indicate that this trainee used MT, where the strings of near synonyms are sometimes translated as repetitions of the same word. For instance, in a process recorded on 27 February 2023, a trainee obtained the following GT output (*Figure 6-1*).

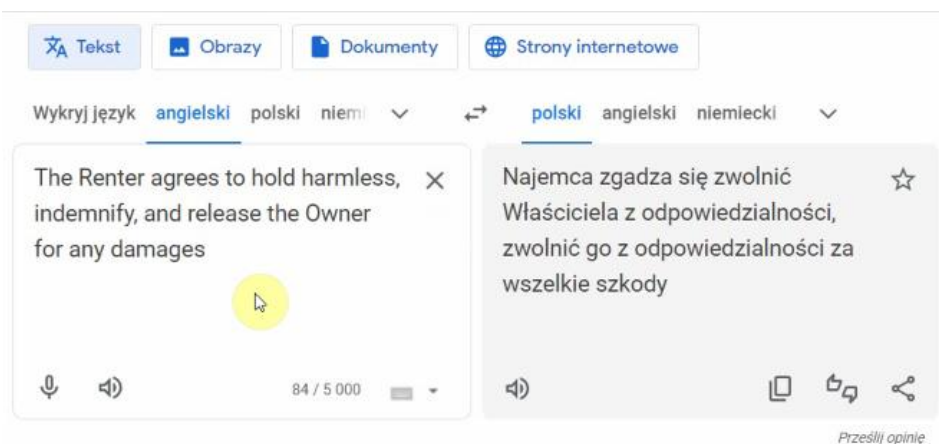


Figure 6-1. Screenshot from a trainee's translation process (TRAN 2) with a machine-translated "hold harmless" clause

Unacceptable solutions included the expression *wyraża zgodę na brak odpowiedzialności Właściciela* (expresses consent to lack of liability of the Owner), which is so unusual that it may be hard to understand for recipients. Two trainees may have misunderstood the ST: *zachowania samochodu w stanie niepogorszonym* (keeping the car in a non-deteriorated condition); *zrzeka się wszelkich roszczeń odnośnie o odszkodowanie* (waives any claims relating for damages), which disregards the fact that the provision applies to potential claims made by third parties. Three other unacceptable solutions were even hard to understand: *bezszkodowe dzierżenie, wynagrodzenie, zapłatę odszkodowania* (damage-free holding, remuneration, payment of damages); *uznaje Właściciela za ... oraz wyraża zgodę na nieobarczanie Właściciela kosztami* (recognises the Owner as ... and consents not to burden the Owner with any costs); *zachowanie bez szkód, strat oraz wyda Właścicielowi bez uszkodzeń* (keeping without damages, losses and will deliver to the Owner without damage).

The last doublet in this contract was:

The Owner swears and attests that the vehicle ... has no *liens or encumbrances* [ENCOM 4].

It is possible to retain the two elements, which most trainees did, however, the first item is a hyponym and the other is a hypernym: the name of a class of legal institutions, including liens, servitudes or mortgages. In 14 translations both elements were translated as *zastawy* and *obciążenia*, following the ST. In three of these versions trainees added *inne* (other), confirming that they realised the hyponym-hypernym relationship. Three versions mentioned *zastawy* and *(inne) prawa osób trzecich* ((other) third party rights), one person used *zastawy* and *inne ograniczone prawa rzeczowe* (other limited rights in rem/property rights). One person translated the expression *has no liens* as *nie podlega zatrzymaniu* (is not subject to retention) and also kept *obciążenia* (encumbrances). Three versions mentioned just the second item, *obciążenia*, which was legitimate considering that this is a broader term.

Among merely acceptable renditions, *zastawy* were combined with *obciążenia hipoteczne* (mortgage encumbrances) in three versions, with *zabezpieczenia* (security interests) in one version, the second term was omitted (once), or the first term was translated as *długi* (debts), also once, so in any of them only one term was translated correctly. All these versions had some merit as encumbrances are indeed used to

secure debts, but the research underpinning these decisions seemed too shallow. Two other acceptable renditions replaced the doublet with *prawa osób trzecich* (*third party rights*), which was technically correct, though far from the ST, which was more concrete. Two more were:

- *nie jest w żaden sposób obciążony ani ograniczony prawnie* (*is in no way legally encumbered or restricted*) and
- *nie ma prawa do ustanowienia zastawu, ani dokonywania innych obciążeń* (*has no right to establish a lien or any other encumbrances*), where the terms are translated correctly, even with good collocates, but the change in the meaning is considerable).

Finally, two trainees came up with very strange and unacceptable solutions:

- *nie jest obciążony komornikiem lub kredytem* (*is not encumbered with a bailiff or loan*);
- *zabezpieczeń i obciążeń finansowych* (*security interests and financial encumbrances*).

6.6.2 Translation task 2

Apart from *wear and tear*, already discussed as a term, the second contract contained a few bi- or trinomials:

...to maintain the Premises in a *clean and sanitary* [ENCOM 5] manner...

...for the purpose of carrying on any *business, trade, or profession* [ENCOM 6], or for any purpose other than as a private single-family residence...

...the Tenant will *peacefully and quietly* [ENCOM 7] *have hold, and enjoy* [ENCOM 8] the Premises...

In the case of ENCOM 5, it was clearly difficult for trainees to decide whether to use just one word/expression or keep two. The English adjective *clean* means "free from dirt or unwanted marks"⁵⁷, while the adjective *sanitary* goes further:

pertaining to the conditions affecting health, esp. with reference to cleanliness and protection against infection; [...] free from or intended to kill germs, infection, etc.; hygienic. [...] intended or tending to promote health (Brown, 1993: 2684).

Ten trainees correctly opted for having two words:

- w czystości i należytych stanie sanitarnym (in cleanliness and in proper sanitary condition - 3 instances);
- czystość/porządek i higienę (cleanliness/order and hygiene - 2 instances);
- w czystości i higienicznych warunkach (in cleanliness and hygienic conditions);
- w stanie zadbanym, z zachowaniem zasad czystości i higieny (in a well-kept condition, maintaining the principles of cleanliness and hygiene);

or two adjectives linked with a hyphen: *we właściwym stanie higieniczno-sanitarnym* (*in a proper hygienic-sanitary condition* - 3 instances, an expression often found in contracts).

⁵⁷ <https://www.collinsdictionary.com/dictionary/english/clean> (access: 9 Apr. 2025)

Acceptable solutions (20/34) only mentioned *czystość* (*cleanliness* - 15) or *porządek* (*order* - 3 instances) or even both (1 instance), or combined *czystość* with a general duty to take care of the premises (the expression *dbać o lokal* - *take care of the premises* - appeared twice together with *czystość*). One person used a slightly too formal expression *utrzymać standard sanitarny* (*maintain the sanitary standard*).

Unacceptable renditions were under-translations *w należyтым stanie* (*in an appropriate condition* - 2 instances), an over-translation *z dbałością o jego stan sanitarny i techniczny* (*with care for its sanitary and technical condition*) and a mistranslation *w nie pogorszonym stanie* (*in a non-deteriorated condition*).

ENCOM 6 is interesting in that the first element of the triplet – *business* – comprises the other two: *trade* and *profession*.⁵⁸ However, *trade* and *profession* may also be differentiated by the level of education⁵⁹ (skilled manual work or work requiring academic education). Yet *trade* is also used as a synonym of *commerce*, so the differences are not clear-cut. In Poland, all three could be covered by the term *prowadzenie działalności gospodarczej* (*pursuit of economic activity*), covering every kind of such activity, from manufacturing, to hairdressing, to providing legal services. Some trainees shortened the triplet:

- wszelkiej/jakiegokolwiek działalności gospodarczej (any economic activity - 4 instances);
- działalności gospodarczej (economic activity),

which was in fact an optimum solution here. One of the two unacceptable solutions also reduced the triplet to a single element, but used a very colloquial *działalność* (*activity*) without the adjective *gospodarczy*. The other also featured *działalność*, but as one of three elements: *w celach prowadzenia działalności, handlowych lub zawodowych* (*for the purposes of pursuing activity, commercial or professional*). All the remaining 27 solutions were acceptable, though with some minor defects:

- działalności gospodarczej, (lub) handlowej - (economic, (or) commercial activity - 3 instances)
- działalności gospodarczej, (lub) zawodowej (economic, (or) professional activity - 2 instances);
- działalności gospodarczej, zawodowej i handlowej (economic, professional and commercial activity);
- działalności gospodarczej, handlowej lub zawodowej (economic, commercial or professional activity - 11 instances);
- działalności gospodarczej, handlowej, rzemieślniczej (economic, commercial, craft activity);
- działalności zawodowej (professional activity);
- handlu, działalności gospodarczej lub zawodowej (commerce, economic or professional activity)
- w celach biznesowych (for business purposes - 2 instances);
- w celach biznesowych ani komercyjnych (for business or commercial purposes);
- w celach/dla celów biznesowych, handlowych ani/lub zawodowych (for business, commercial or professional purposes - 2 instances);
- dla celów zarobkowych, handlu lub prowadzenia działalności gospodarczej (for profit-gaining purposes, commerce or pursuit of economic activity);

⁵⁸ <https://www.revenue.ie/en/starting-a-business/what-is-a-business/index.aspx>;

<https://www.sriramsias.com/article/differentiate-between-profession-trade-business-commerce-occupation-and-vocation-200226133900100/> (access: 8 Feb. 2024)

⁵⁹ <https://finddifferencebetween.com/difference-between-trade-and-profession/> (access: 8 Feb. 2024)

- a strategic omission: the translation only mentions any other purposes than residential ones.

In many of these renditions, the expressions *działalność zawodowa/cele zawodowe* are not a good choice, as they suggests anything connected with one's occupation, including employment, so an extreme reading of this provision might even prohibit the tenant from working from home. In none of them is *carrying on profession* correctly rendered as *wykonywanie wolnego zawodu*, which suggests insufficient translator research. *Profession* was yet another word that seemed very easy to translate but required more vigilance.

ENCOM 7 and ENCOM 8 can be considered jointly as they express the covenant of quiet possession, that is, "the right to inhabit or use [...] property without disturbance", which "protects tenants from intrusions and guarantees certain basic necessities of a home".⁶⁰ In Polish legal literature or judgments - but not in legislation - a similar concept is *niezakłócone korzystanie/posiadanie* (*undisturbed enjoyment/possession*). It is derived from the right to *nietykalność mieszkania* (*inviolability of home*) and enjoyed by owners and other persons who have the right to use residential premises, including tenants (Michałowska, 2022: 8-9).

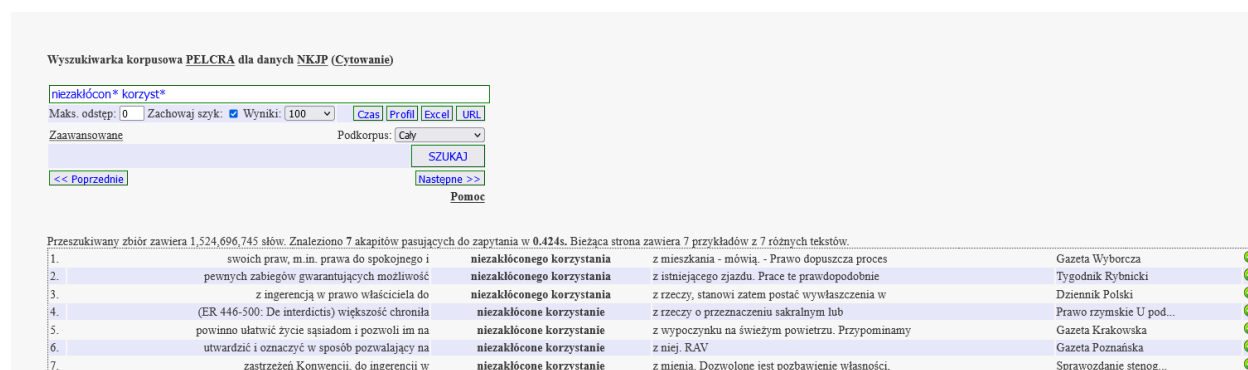


Figure 6-2. Screenshot of concordance lines with the term *niezakłócone korzystanie* (source: NKJP, access 14 Feb. 2024)

Only *niezakłócone korzystanie* can be found in the Polish National Corpus (see Figure 6-2). Meanwhile, Google searches for *niezakłócone korzystanie* and *niezakłócone posiadanie* return over 3,000 and over 8,000 hits, respectively, including a number of published court judgments relating to real property. The combination of *niezakłócone posiadanie i korzystanie*, or *niezakłócone korzystanie i posiadanie* can also be Googled, though there are noticeably fewer instances. Finally, the adjective *spokojne* (*quiet*) is sometimes added to *niezakłócone*, but there are not many instances. Yet this doublet, used by Polish lawyers, would be the best solution if one tried to retain this doublet in translation. This solution was chosen by only one trainee: *w sposób spokojny i niezakłócony* (*in a quiet and undisturbed manner*). Six others used just *niezakłócone* [e.g. *korzystanie*] (*undisturbed [enjoyment]*), three persons expressed it as *w sposób niezakłócony* (*in an undisturbed manner*) and one as *bez żadnych zakłóceń* (*without any disturbances*).

Acceptable solutions included:

- the Landlord's promise *not to interfere with the Tenant's use* of premises (*nie ingerować w użytkowanie*);
- (*spokojnie i*) *bez przeszkód* (*quietly and without obstacles* - 2 instances);

⁶⁰ https://www.law.cornell.edu/wex/quiet_enjoyment (access: 9 Apr. 2025)

- z *niezakłóconego i wyłącznego* (*undisturbed and exclusive* - where the latter was an addition).

As many as six trainees omitted ENCOM 7 completely, which was in fact an under-translation. Thirteen other unacceptable solutions included:

- spokojne/spokojnie/w spokoju (quiet/quietly/in peace – with 2 instances of each);
- swobodny dostęp (free access - 2 instances);
- swobodnie (freely);
- w pokojowym posiadaniu (in peaceful possession);
- komfortowe (comfortable),

as well as two attempts to retain the doublet very literally:

- cichego i spokojnego;
- w spokoju i ciszy.

As for ENCOM 8, many versions contained just one verb or deverbal noun:

- korzystanie/korzystać (use of/to use - 13 instances);
- posiadanie (possession - 3 instances);
- używanie/używać (use of/to use - 4 instances).

There was also a successful attempt at retaining this triplet: *objąć Lokal w posiadanie, zajmować go i korzystać z niego* (to take possession of the Premises, occupy it and use it) and another which reduced it to a doublet: *zamieszkiwał Lokal i korzystał z niego* (to live in the Premises and use it). Both trainees were careful in the choice of words, so there was no mistranslation, and observed case government, therefore the syntax was correct. All the above 22 solutions optimally expressed the idea of *using* or *enjoying* the premises, regardless of the number of elements used.

Acceptable solutions ranged from one to three elements. Four solutions only mentioned *użytkować/użytkowanie*, which - as discussed above - also has a legal meaning of *usufruct* in Polish, and therefore can be misleading. Doublets included: *dysponować lokalem i korzystać z niego* (dispose of the premises and use it - where the verb to dispose was problematic); and three others where case government was not observed *posiadać i korzystać/ posiadanie i korzystanie z Lokalu* (to possess and use/possession and use of the Premises), and *zajmować i korzystać z Lokalu* (to occupy and use the Premises). The triplet was: *zajmować, użytkować i korzystać z Lokalu* (to occupy, use/have usufruct and use the Premises), so the problem was both the verb *użytkować* and the missing case government.

Unacceptable single-word solutions included *dostęp* (access - 2 instances) and the expression *dysponować Lokalem* (to dispose of/control the Premises). In the Polish legal language, the verb *dysponować* means to have the power to perform various juridical acts with respect to a property, including selling or encumbering the premises, entering into leases, which is enjoyed by owners/administrators, not tenants.

6.7 Knowledge about the world

The breakdown of assessments of translations of items whose understanding (and translation) required implied knowledge about the world is presented in Table 6-18 (task 1) and Table 6-19 (task 2).

ITEM	All participants				MA students			PD students			Others		
	# 2	# 1	# 0	total	# 2	# 1	# 0	# 2	# 1	# 0	# 2	# 1	# 0
KNOWL 1	18	8	8	34	7	2	3	7	2	2	4	4	3
KNOWL 2	12	20	2	34	3	8	1	4	6	1	5	6	0
KNOWL 3	2	7	25	34	1	3	8	1	2	8	0	2	9

Table 6-18. Numbers of optimum, acceptable and unacceptable solutions in PIs whose translation required implied knowledge (task 1)

ITEM	All participants				MA students			PD students			Others		
	# 2	# 1	# 0	total	# 2	# 1	# 0	# 2	# 1	# 0	# 2	# 1	# 0
KNOWL 4	11	17	6	34	4	7	1	4	4	3	3	6	2
KNOWL 5	8	12	14	34	2	2	7	5	5	1	1	4	6
KNOWL 6	10	21	3	34	4	7	1	2	8	1	4	6	1

Table 6-19. Numbers of optimum, acceptable and unacceptable solutions in PIs whose translation required implied knowledge (task 2)

6.7.1 Translation task 1

The importance of knowledge about the world can be illustrated by the solutions used to translate a basic word:

This agreement is hereby made between {Renter Name [KNOWL 1]}...

It can mean the name of an individual (*imię i nazwisko* – *forename and surname*) or an organisation (*nazwa* – *entity name*). Most trainees assumed this was a contract between two individuals. In one case both renditions corresponded to the entity name. Seventeen persons used *imię i nazwisko*. Among them, one person assumed the Renter would be an individual, while the Owner a company, which is a frequent scenario, while another one used both versions (*imię i nazwisko/nazwa*) for both parties. Acceptable solutions included: *dane* (*data* - 3 instances), *nazwisko* (*surname*) alone (3 instances), *nazwa* (*entity name*) alone for the Renter and *imię i nazwisko* ..., *pozostałe dane* (*forename and surname...*, *other data*). Unacceptable solutions included *imię* (*forename*) alone (6 instances) or just a blank (2 instances).

It may also be interesting to consider the trainees' renditions of another instance where the word name appears, much later in the contract, in a sentence where the Renter agrees only to allow drivers listed in the contract to drive the rented vehicle. This time, perhaps having "warmed up" in the translation task or because of the clearer context, six trainees who used just *forename* or just *surname* at the beginning of the contract used both.

More specialised knowledge, gained through translator research or experience of renting cars, was needed to translate *fuel expectation*:

The Renter agrees to return the vehicle ... with *fuel expectation* [KNOWL 2].

Optimum translations were not very numerous (10) and included: *oczekiwana(-y) ilość/poziom paliwa* (*expected fuel amount/level* - 6 instances); *wymagany/uzgodniony poziom paliwa* (*required/agreed fuel*

level - 2 instances); *następujący stan paliwa* (*the following fuel level* - 2 instances); *ustalona ilość paliwa* (*agreed fuel amount* - 1 instance).

Eleven of the acceptable versions missed the element of expectation/requirement:

- ilość paliwa (fuel amount - 3 instances);
- określona ilość paliwa (specified fuel amount - 3 instances);
- poziom paliwa (fuel level - 2 instances);
- ilość litrów paliwa (amount of litres of fuel - 1 instance - where litres were unnecessarily added);
- rodzaj/ilość paliwa (kind/amount of fuel - 1 instance - where kind of fuel was unnecessarily added);
- określenie poziomu uzupełnienia zbiornika (specification of the level of tank fill - 1 instance).

All other acceptable solutions appeared just once. In some of them the element of expectation was present, but trainees struggled to express the amount of fuel:

- oczekiwana objętość paliwa (expected cubic capacity of fuel);
- wymagania dotyczące paliwa (requirements concerning fuel);
- wymagany poziom zatankowania pojazdu (required level of vehicle filling up),

or expectation was replated with anticipation:

- przewidywany poziom paliwa (anticipated fuel level);
- przewidywany stan napełnienia baku (anticipated fuel tank fill level);
- szacowana ilość paliwa (estimated fuel amount),

while some interpreted this expression as meaning that the fuel tank needed to be full upon return, which is the most frequent, though not the only, possibility and certainly was not expressed in the contract:

- wraz z uzupełnionym paliwem (with fuel refilled);
- zatankowany (refueled);
- z pełnym bakiem (with full tank).

All the above versions could be evidence of trainees' guesswork or their not fully successful attempts at expressing the idea in their own words.

Two versions were unacceptable:

- wysokość licznika paliwa (fuel meter amount - non-existent expression);
- przewidywane zużycie paliwa (anticipated fuel consumption - mistranslation).

The most difficult element of the contract concerned the mention of *outstanding warrants* [KNOWL 3] (against the Renter's driving licence), which could not be understood without background knowledge about the common law systems or extensive research. *Warrant* is a polysemous word, but here it refers to *arrest warrants*, which could be issued e.g. for avoiding jury service or for failing to appear in court as a witness. The mention of the driving licence seems to have led many trainees to assume this was a reference to a driving ban or penal tickets, when in fact it only reflected the fact that ID cards are not

issued in common law countries, so a driving licence is an important identity document. Additionally, such outstanding warrants can result in authorities refusing to renew the driving licence.

Only three persons explicitated KNOWL 3 as *nakazy aresztowania* (*arrest warrants*), though one of them added *mandaty* (*penal tickets*), hence only two solutions were classified as optimum. Five acceptable solutions mentioned *zaległe nakazy* (*outstanding warrants* - 4 instances), *zaległe nakazy sądowe* (*outstanding court warrants/orders* - 1 instance), yet they did not make explicit the implied knowledge that a renter from a common law country is likely to have. The term *nakazy (sądowe)* corresponds to (*court*) *orders, injunctions or warrants*. The Polish *nakazy* need not even be issued by courts, so the mention of a court slightly reduced the vagueness.

The unacceptable solutions (26) were all unique. As many as ten trainees assumed that warrants had involved loss of validity of the driving licence (mainly suspension of the licence or driving disqualification):

- nie istnieją wyroki sądowe uniemożliwiające jego [prawa jazdy] używanie (there are no court orders making its [driving licence] use impossible);
- nie jest obciążony żadnymi nakazami prawa, które odbierałyby Najemcy uprawnienia wynikające z posiadania takiego dokumentu (is not encumbered with any orders of law which would deprive the Renter of the licence resulting from the holding of such a document);
- wymienione prawo jazdy nie jest zatrzymane (the mentioned driving licence has not been retained);
- nie podlega żadnemu nakazowi sądowemu, przez który straciłby powyższe uprawnienie (is not subject to any court order by which he/she would lose the above licence);
- nie wydano wobec niego postanowień ani decyzji o odebraniu niniejszego uprawnienia (no rulings or decisions on withdrawal of this licence have been issued in his/her respect);
- nie ma orzeczonego zakazu/ nie jest na niego nałożony sądowy/nie ciąży na nim zakaz prowadzenia pojazdów (no driving disqualification has been adjudicated/imposed (by court) - 3 instances);
- jego uprawnienia nie zostały zawieszone (his/her licence has not been suspended);
- nie istnieją żadne uwarunkowania prawne poddające w wątpliwość ważność (there are no legal determinants that would challenge the validity).

Four persons assumed that *warrants* referred to unpaid penal tickets and among them one combined penal tickets with *wezwania do zapłaty* (*requests for payment*). Other solutions mentioned: *postępowania karne* (*criminal proceedings*), *just postępowania* (*proceedings*), *nakazy ścigania* (*prosecution orders*), *wyraźny/nieuregulowany nakaz sądowy* (*express/unpaid court order*), *nakazy i ograniczenia* (*orders and restrictions*), *nakazy do uiszczenia* (*orders to pay*), *zarzuty* (*charges*), *kary* (*penalties*), *obciążenia lub zakazy* (*encumbrances or prohibitions*), *zaległe wyroki sądowe* (*outstanding court judgments*) and *nieuregulowane zobowiązania prawne* (*outstanding legal obligations*). What makes some of these renditions worse is the unusual collocations or strange grammatical forms. Yet the fundamental problem is that most of these solutions show a knowledge gap due to which the ST was not properly understood.

6.7.2 Translation task 2

The second contract seemed closer to the life experience of trainees, many of whom had rented apartments before. Still, the items discussed below were sometimes translated in unacceptable ways. Two

of the items that required knowledge concerned the security deposit and one was the condition for the Tenant's quiet enjoyment:

This security deposit will be held as *security for the repair of any damages to the Premises* [KNOWL 4] by the Tenant.

The Tenant may not use the security deposit as payment for the Rent. [KNOWL 5]

The Landlord covenants that *on paying the Rent and performing* [KNOWL 6] the covenants ..., the Tenant will ... enjoy the Premises for the agreed term.

The difficulty in KNOWL 4 was that it required understanding that the security could be used to cover the costs of repairing damages or simply allocated for repairing damages. Ten translations conveyed this:

- they either mentioned *zabezpieczenie* (security):
 - kosztów naprawy szkód poczynionych w lokalu przez Najemcę (for the costs of repair of damages done in the premises by the Tenant);
 - na wypadek/w przypadku naprawy ewentualnych/jakichkolwiek szkód wyrządzonych przez Najemcę w lokalu (in case of repair of any damages caused by the Tenant in the premises - 2 instances);
 - na wypadek konieczności poniesienia kosztów napraw zniszczeń dokonanych w Lokalu przez Najemcę (in case of necessity of bearing the costs of repairs of damages made in the Premises by the Tenant - a rather wordy rendition);
 - dla [wrong preposition] kosztów, które Wynajmujący może ponieść z tytułu ewentualnych szkód spowodowanych przez Najemcę w Lokalu (for costs that the Landlord may incur due to any damages done by the Tenant in the Premises);
 - w razie konieczności naprawy wszelkich szkód powstałych w Lokalu z winy Najemcy (in case of repair of any damages to the Premises arising by the Tenant's fault);
 - kosztów, które Wynajmujący może ponieść z tytułu ewentualnych szkód spowodowanych przez Najemcę w Lokalu (costs that the Landlord may incur on account of any damage caused by the Tenant in the Premises);
 - na poczet naprawy szkód wyrządzonych w Lokalu przez Najemcę (for repair of damage done in the Premises by the Tenant);
- or reformulated the sentence in a manner showing good understanding of the ST:
 - W razie *dokonania szkód [wrong collocation] przez Najemcę w wynajmowanym lokalu, z kaucji zostaną pokryte koszty naprawy (In case of the Tenant causing damage in the rented premises, the costs of repair will be covered from the deposit);
 - Kaucja ... może zostać przeznaczona na naprawę jakichkolwiek zniszczeń w Lokalu dokonanych przez Najemcę (The security deposit ... may be allocated for the repair of any damages in the Premises made by the Tenant).

Six translations were highly problematic:

- w celu zabezpieczenia lokalu w przypadku jego zniszczenia przez Najemcę (in order to secure the premises in case of its damage by the Tenant);

- zabezpieczenie w razie napraw i szkód popełnionych przez Najemcę (security in case of repairs and damages committed by the Tenant);
- zabezpieczenie ewentualnych roszczeń z tytułu zniszczenia lokalu (security for any claims by virtue of damage to the premises);
- [kaucja zostanie zachowana] na poczet wszelkich ewentualnych strat poczynionych przez Najemcę ([the deposit will be kept] towards any possible losses caused by the Tenant);
- [Najemca zapłaci Wynajmującemu kaucję] na pokrycie strat w lokalu ([the Tenant will pay the Landlord a security deposit] to cover losses on the premises);
- zabezpieczenie wszelkich napraw wyrządzonych [wrong collocation] w lokalu przez Najemcę (security for any repairs inflicted in the premises by the Tenant).

The remaining sixteen translations were comprehensible, but they either unnecessarily introduced the word *roszczenia* (*claims*) (6 instances), for instance:

- zabezpieczenie roszczeń z tytułu [wrong prepositional phrase] naprawy wszelkich szkód wyrządzonych w lokalu przez Najemcę (security for claims by virtue of any damages done in the premises by the Tenant);
- zabezpieczenie roszczeń Wynajmującego z tytułu [wrong prepositional phrase] naprawy ewentualnych szkód wynikających z działań Najemcy (security for the Landlord's claims by virtue of repaid of any damage caused by Tenant's actions),

or were expressed in awkward language, for instance:

- zabezpieczenie w celach dokonania napraw szkód dokonanych [wrong collocation] przez Najemcę na terenie lokalu (security for the purposes of making repairs of damages effected by the Tenant in the territory of the premises);
- zabezpieczenie przed [wrong preposition] naprawami ewentualnych zniszczeń lokalu przez Najemcę (security against repairs of any damages to the premises by the Tenant);
- zabezpieczenie na rzecz [wrong preposition] ewentualnych napraw szkód wyrządzonych przez Najemcę na terenie Lokalu Mieszkalnego (security for the benefit of any repairs of damages caused by the Tenant in the territory of the Residential Premises);
- zabezpieczenie na wypadek zaistnienia sytuacji wymagającej pokrycia ewentualnych szkód wyrządzonych w wynajmowanym mieszkaniu przez Najemcę (security in case of there occurring a situation requiring the coverage of any damages caused in the rented flat by the Tenant);
- zabezpieczenie na pokrycie napraw każdej szkody na lokalu wyrządzonej przez Wynajmującego (security to cover the repair of every damage on the premises caused by the Landlord).

As a general comment, KNOWL 4 proved rather difficult, perhaps not because the trainees did not understand what the security deposit was for. It seems fairly likely that they struggled to express this in Polish in the right register, which would be consistent with the idea of legal language being "foreign" even to NSs, or because they did not recognise it as a gap in the knowledge of their mother tongue, especially of its phraseology (see section 3.4.4).

The next item was a whole sentence:

The Tenant may not use the security deposit as payment for the Rent. [KNOWL 5]

A seemingly simple sentence proved tricky to translate, even though all the knowledge was in fact explicit. This is a prohibition that applies to the Tenant, who is not allowed to pay rent using the security deposit, i.e. the money which may be only allocated for the purpose defined by KNOWL 4. Thirteen trainees rendered it as a prohibition applicable to both parties, for instance:

- Kaucja nie może być wykorzystana jako zapłata za czynsz (The deposit may not be used as payment for the rent), or
- Wpłacona przez Najemcę kaucja zabezpieczająca nie może zostać zaliczona na poczet zobowiązań z tytułu czynszu (The security deposit paid by the Tenant may not be applied towards rent liabilities),

and one trainee even rendered it as a prohibition applicable to the Landlord:

- Wynajmujący nie może wykorzystać kaucji gwarancyjnej do pokrycia zaległości za czynsz (The Landlord cannot use the security deposit to pay overdue rent.

Twelve translations correctly rendered KNOWL 5 as a prohibition that applied only to the Tenant, though with some linguistic faults, including one that swapped the parties' names throughout the contract:

- Kaucja nie może być użyta przez Najemcę jako czynsz najmu (The deposit cannot be used by the Tenant as rent);
- Najemca nie ma prawa użyć kaucji jako czynszu najmu (The Tenant has no right to use the deposit as rent);
- Najemca nie może korzystać z kaucji jako z zapłaty za korzystanie z nieruchomości (The Tenant cannot use the deposit as payment for use of the property);
- Najemca nie może traktować wpłaconej kaucji jak równoznacznej z zapłaceniem czynszu (The Tenant cannot treat the paid deposit as equivalent to paying the rent);
- Najemca nie może użyć kaucji jako zapłaty czynszu za Wynajem (The Tenant cannot use the deposit as payment of the Lease rent);
- Najemca nie może wykorzystać kaucji jako zapłaty za czynsz [wrong construction] (The Tenant cannot use the deposit as payment for rent - 5 instances);
- Najemcy nie przysługuje prawo do wykorzystania kaucji jako opłaty czynszowej (The Tenant has no right to use the deposit as rental payment);
- Wynajmujący nie może żądać zaliczenia kaucji na poczet zapłaty za czynsz (The Landlord cannot request that the deposit be applied towards rent payments).

Eight persons managed to express the meaning of KNOWL 5 correctly and using the right language:

- Kaucja nie może zostać wykorzystana przez Najemcę do opłacenia czynszu (The deposit must not be used by the Tenant for paying rent);
- Najemca nie może korzystać z kaucji w celu pokrycia kosztów czynszu (The Tenant may not use the deposit to cover the costs of rent);

- Najemca nie może przeznaczyć kaucji na poczet opłacenia czynszu najmu (The Tenant may not allocate the deposit for paying rent);
- Najemca nie może pokryć kosztów najmu z kwoty kaucji (The Tenant may not to cover the costs of rental from the deposit amount);
- Najemca nie może użyć kaucji do opłacenia czynszu najmu/w celu zapłaty czynszu (The Tenant may not use the deposit to pay rent/for the purpose of paying rent - 2 instances);
- Najemca nie może wykorzystać kaucji jako formy płatności Czynszu (The Tenant may not use the deposit as a form of Rent payment);
- Najemca nie może zaliczyć kaucji na poczet czynszu (The Tenant may not apply the deposit towards rent).

As for KNOWL 6, it provided for two conditions of Tenant's quiet enjoyment of the premises. What proved the main difficulty in translating KNOWL 6 was the repeated nature of these conditions. Due to the character of the contract it is not sufficient to pay the rent and perform the covenants once, but to keep paying and performing throughout the term of the contract. Ten renditions reflected this correctly and introduced the conditions properly (mainly using *jeśli/jeżeli* - *if*, *pod warunkiem* - *provided that*, *w przypadku* - *in case of*, or *w zamian za* - *in exchange for*). Fifteen of the acceptable solutions presented the conditions as something that needs to be done once. The most frequent rendition was: *po zapłaceniu/opłaceniu czynszu i wypełnieniu/wykonaniu* - *after payment of the rent and performance*. Four used a strange preposition/prepositional expression (*poprzez* - *through*, *przy* - *with*, *w ramach* - *within the framework of*), two others omitted one of the conditions.

Finally, there were very few (just three) unacceptable solutions:

- *po zapłaceniu czynszu i wypełnieniu... umożliwi najemcy...* (*after payment of rent and performance of..., [the landlord] will enable the tenant...* (the syntax of this sentence puts the landlord as the actor in all three activities);
- *po otrzymaniu czynszu oraz wywiązaniu się...* (*after receipt of rent and compliance with...* (both conditions apply to the Landlord);
- *po opłacie czynszu i na warunkach opisanych w niniejszej umowie* (*after payment of rent and on terms described in this contract* (mistranslation of the second condition).

6.8 Local conventions

The breakdown of assessments of translations of items which were local elements is presented in Table 6-20 (task 1) and Table 6-21 (task 2).

ITEM	All participants				MA students			PD students			Others		
	# 2	# 1	# 0	total	# 2	# 1	# 0	# 2	# 1	# 0	# 2	# 1	# 0
LOCAL 1	24	0	10	34	7	0	5	8	0	3	9	0	2
LOCAL 2	22	3	9	34	8	2	2	5	1	5	9	0	2

Table 6-20. Numbers of optimum, acceptable and unacceptable solutions in Pls being local elements (task 1)

ITEM	All participants				MA students			PD students			Others		
	# 2	# 1	# 0	total	# 2	# 1	# 0	# 2	# 1	# 0	# 2	# 1	# 0
LOCAL 3	20	8	6	34	6	3	3	9	1	1	5	4	2

Table 6-21. Numbers of optimum, acceptable and unacceptable solutions in the PI being a local element (task 2)

6.8.1 Translation task 1

The contract mentioned *miles*:

The Renter agrees to pay a base fee ... plus {amount} per *mile* [LOCAL 1] over {agreed mileage}.

Ten trainees replaced *miles* with *kilometres*. Since ST is a template and mentions no amounts or numbers of miles, this choice may have been made "on autopilot". The conversion required to calculate the extra fee payable per kilometre instead of mile might have stopped them from introducing a different unit of distance. Two trainees added explanatory notes here: one to justify the choice of kilometres, the other to explain that this unit should match the country where the car is rented. As for the word *mileage*, even though it can be rendered in Polish as *limit*, without any unit of distance, some trainees added kilometres here as well. Other translations used miles, one with a note, another with kilometres as an alternative.

The contract also contained one instance of {*he/she*} [LOCAL 2], which nine trainees decided to retain in the translation literally as {*on/ona*} before the verb, three placed it after the verb, where it was more acceptable, while twenty-two skipped it as unnecessary in this context. In Polish, the verb form in the present tense is the same for all three grammatical genders and there is no need to use the pronoun at all. Remarkably, one trainee used instead two endings of a participle – *zwanym/q* (*referred to as*) - in the presentations of parties, at a considerable distance from this provision. This was a more natural place to suggest that the parties could be of either gender.

6.8.2 Translation task 2

The only element of locale in the second contract was two blanks for amounts. The currency symbol appears before the amount in English and after the amount in Polish. In the ST it was used before a blank:

The rental payments will be \$ __ [LOCAL 3] per month...

Six trainees left the symbol where it was, twenty placed it after the blank or replaced it with the international currency code (USD) or full name. Among non-optimum but acceptable solutions were six blanks without any currency symbol or code, one with two symbols zł/\$ after the blank and one with the \$ symbol before the blank, but currency name after it.

In the second instance, when a blank was provided for the amount of security deposit, most (29) trainees used solutions that were consistent with the first one, including five of those six that stuck with the English currency format. Among those who used inconsistent solutions, two introduced the Polish currency symbol. As a matter of interest, all post-diploma students and the two translators used consistent solutions. And though LOCAL 2 (*he/she*) was not used in the second contract, four trainees introduced a participle with two endings in the presentation of parties.

6.9 Summary

A comparison of trainees' results in various categories of PIs shows areas with desirable progress and areas where either there is no progress or the results are even worse for the second task.

The performance on **deontic modality** deteriorated. As Table 6-22 shows, 76.5% of all trainees scored lower or the same on DEONT items. This happened even though two items with *agree* in task 2 should have been familiar. Only the group of MA students had fewer unacceptable solutions. This might signal the need to devote more attention to this subject in training and to stress more emphatically the differences between legalese and plain language. Also, it might have received too little practice as most boilerplate provisions which were post-edited in between translation tasks used *shall*.

Difference in DEONT scores	Frequency	Percent	Cumulative Percent
-6.00	1	2.9	2.9
-5.00	2	5.9	8.8
-4.00	3	8.8	17.6
-2.00	10	29.4	47.1
-1.00	3	8.8	55.9
.00	7	20.6	76.5
1.00	2	5.9	82.4
2.00	2	5.9	88.2
3.00	2	5.9	94.1
5.00	2	5.9	100.0
Total	34	100.0	

Table 6-22. Differences in total scores for DEONT items for all participants (source: SPSS)

As for **legal terminology**, the results generally improved between task 1 and task 2, though one term (*month-to-month rental*) in task 2 caused considerable trouble. There were fewer cases of swapping the names of parties to a lease. However, it is concerning that trainees sometimes used Polish terms without checking their legal meaning, e.g. *inspekcja, oględziny*, including in case of terms which are also used in general language, e.g. *użytkowanie, dysponować*. They did so e.g. to retain the same number of elements in doublets or triplets. Moreover, there were no attempts to add explanatory notes. As for the results for **local conventions** category, there does not seem to have been much change either way (progress or deterioration). This category was underrepresented, so it is impossible to say much about these items.

The scores for TERM and LOCAL items were added up due to numbers of items in these two categories (4 TERM items and 2 LOCAL items in task 1 and 5 TERM items and 1 LOCAL item in task 2). This enabled a comparison, which is presented in Table 6-23. On these two categories jointly, the percentage of trainees who scored lower was 38.2%, while for 50.0% these scored improved.

Difference in TERM and LOCAL scores (jointly)		Frequency	Percent	Cumulative Percent
	-7.00	1	2.9	2.9
	-6.00	1	2.9	5.9
	-5.00	1	2.9	8.8
	-4.00	1	2.9	11.8
	-3.00	2	5.9	17.6
	-2.00	3	8.8	26.5
	-1.00	4	11.8	38.2
	.00	4	11.8	50.0
	1.00	4	11.8	61.8
	2.00	5	14.7	76.5
	3.00	1	2.9	79.4
	4.00	2	5.9	85.3
	5.00	4	11.8	97.1
	6.00	1	2.9	100.0
	Total	34	100.0	

Table 6-23. Differences in total scores for TERM and LOCAL items for all participants (source: SPSS)

Difference in POLYS scores		Frequency	Percent	Cumulative Percent
	-6.00	1	2.9	2.9
	-2.00	5	14.7	17.6
	-1.00	5	14.7	32.4
	.00	6	17.6	50.0
	1.00	3	8.8	58.8
	2.00	5	14.7	73.5
	3.00	5	14.7	88.2
	5.00	3	8.8	97.1
	7.00	1	2.9	100.0
	Total	34	100.0	

Table 6-24. Differences in total scores for POLYS items for all participants (source: SPSS)

Difference in ENCOM scores		Frequency	Percent	Cumulative Percent
Valid	-5.00	1	2.9	2.9
	-4.00	1	2.9	5.9
	-3.00	2	5.9	11.8
	-2.00	2	5.9	17.6
	-1.00	7	20.6	38.2
	.00	8	23.5	61.8
	1.00	6	17.6	79.4
	2.00	4	11.8	91.2
	3.00	3	8.8	100.0
	Total	34	100.0	

Table 6-25. Differences in total scores for ENCOM items for all participants (source: SPSS)

There was a slight improvement on **polysemy, synonymy and similar relationships** (POLYS) and on **all-encompassing language** (ENCOM - binomials and trinomials), where legal terms appeared too. Although – as shown by Table 6-24 and Table 6-25 – as many as 6 trainees had the same POLYS scores and as many

as 8 had the same ENCOM scores, lower POLYS scores were obtained by 32.4% of trainees and lower ENCOM scores – by 38.2% of trainees, while higher scores – by 50% and 38.2%, respectively. As shown by Table 6-7, professional experience – no matter how long – seemed to make a difference in the results of task 2. The higher scores and lower numbers of unacceptable solutions of persons with professional experience were statistically significant. The effect sizes as measured by Cohen's *d* are well above the large effect size threshold of 0.8, originally suggested by Cohen, but in the recommended minimum practical effect bracket of 0.41-1.15 (Mellinger & Hanson, 2017: 97). Although the differences in their scores and numbers of unacceptable solutions between tasks 1 and 2 did not reach the level of statistical significance, this group was clearly able to make the best progress, which confirms my naked-eye observation that any experience in translation makes my job as a trainer much easier.

Difference in PHRAS scores	Frequency	Percent	Cumulative Percent
-4.00	2	5.9	5.9
-3.00	1	2.9	8.8
-2.00	1	2.9	11.8
-1.00	5	14.7	26.5
.00	11	32.4	58.8
1.00	7	20.6	79.4
2.00	5	14.7	94.1
3.00	2	5.9	100.0
Total	34	100.0	

Table 6-26. Differences in total scores for PHRAS items for all participants (source: SPSS)

In the category of **phraseology and legal language conventions** the outcome was interesting in that there were more of both optimum and unacceptable solutions. However, in accordance with lawyers' assessments of some of the translations analysed here, phraseology (part of fluency) is less important than accuracy of translations. This may be due to the general attitude of civil law lawyers, who are less concerned about the words used than about the parties' intentions and the overall context. A comparison of total scores for this category is presented in Table 6-26.

The results on **knowledge** items were slightly better in task 2 than in task 1, as demonstrated by Table 6-27: over half of KNOWL scores for task 2 were higher than for task 1. However, this may be due to the more familiar topic of residential lease. Additionally, task 1 KNOWL items included the most problematic item of all fifty PIs in the two tasks, i.e. *outstanding warrants*. As mentioned in section 6.7, the difficulty may lay in the insufficient command of the legal language to express the message in the TL, rather than lack of knowledge to understand the ST. One way or another, this demonstrated the need to stress the importance of research, which may help deal with gaps in either kind of knowledge. There have been a few comments from a lawyer who was not very fluent in English that certain translation solutions were "probably correct, but unintelligible". It seems that the same person (who may be representative of a large group of potential recipients of translations) would have appreciated an explanatory note for this item – to justify why the correct renditions were legitimate in a car rental contract.

Difference in KNOWL scores		Frequency	Percent	Cumulative Percent
Valid	-4.00	1	2.9	2.9
	-2.00	5	14.7	17.6
	-1.00	3	8.8	26.5
	.00	7	20.6	47.1
	1.00	12	35.3	82.4
	2.00	3	8.8	91.2
	3.00	2	5.9	97.1
	4.00	1	2.9	100.0
	Total	34	100.0	

Table 6-27. Differences in total scores for KNOWL items for all participants (source: SPSS)

A summary of changes in total scores and numbers of unacceptable solutions is presented in Table 6-28.

Variable	Minimum	Maximum	Mean	Median	Std. Dev.
Total score task 1	19	41	30.62	30.00	5.337
# of unacceptable solutions task 1	2	13	6.12	6.00	2.459
Total score task 2	22	41	31.38	32.00	4.780
# of unacceptable solutions task 2	1	10	5.50	5.00	2.300
Difference in total scores (pts)	-10	15	0.76	1.00	5.450
Difference in total scores (%)	-27.0%	78.9%	4.84%	3.85%	21.54%
Diff. in # of unacceptable solutions (#)	-8	6	-0.62	-1.00	3.134
Diff. in # of unacceptable solutions (%)	-83.3%	200.0%	5.81%	-15.48%	66.81%

Table 6-28. Comparison of total scores and numbers of unacceptable solutions in tasks 1 and 2 for all trainees (source: SPSS)

Summarising, the product as measured by PIE did not improve dramatically. This could be expected, considering the short interval (4-8 weeks) between the two tasks. Therefore, the assessment of translated contracts should be supplemented with an examination of translation processes. These processes may show signs of trainees' developing translation expertise which does not yet translate into perfect translations. Translation processes are the topic of the next chapter.

7 Analysis of translation processes

The study participants recorded few processes compared to the number of translations they submitted. Some only recorded translation process and the other failed due to technical problems or participants not being able to complete the task in one sitting. Certain information about processes was gathered from interviews or written descriptions, though obviously not as rich as from recordings. This chapter starts with what can be considered conclusions, i.e. general observations based on all processes (section 7.1). Then, in order to provide a possibly comprehensive a picture of trainees' way of working, information about 22 individual trainees is presented. It is based on all available sources: keystroke logs and/or screen recordings (section 7.2), written descriptions and/or interviews (section 7.3).

7.1 General observations

7.1.1 Time spent on translation tasks

The time spent preparing the translations differed considerably from participant to participant, as shown by Table 7-1. The table also compares the times of completion of tasks 1 and 2. It should be noted that these data are not always precise as it was the participants who started/stopped recording. Sometimes they mentioned having read the ST before the recording or revising the TT after it. Where the participants provided both screen recordings and keystroke logs it was sometimes possible to establish the time of failed recordings (e.g. IPSKT 12 task 2), but otherwise the times of screen recordings were used. The differences in process length as recorded by means of both tools were below 1 minute. If no recording was available for a given task, Word total editing time was used.

No.	Participant code	Task 1 time	Task 2 time	Change
1	TRAN 2	1:10:14	1:34:01	++
2	TRAN 4	31:47	Word: 32 minutes	=
3	TRAN 12	49:41 (Word: 71 minutes)	Word: 91 minutes	++
4	IPSKT 1	5:28 + 37:04 + revision (?)	ST read + 47:24 + revision (?)	+
5	IPSKT 2	1:08 + 53:49 + 6:26	1:06:54 + 16:31	++
6	IPSKT 3	1:12:46	59:23	-
7	IPSKT 4	48:07	32:20 + 6:43	-
8	IPSKT 5	1:45:57	Declared: 1.5-2 hrs	=
9	IPSKT 6	Word editing time: 31:00	21:21	-
10	IPSKT 12	1:14:27	1:06:31	-
11	IPSKT 13	Declared: 1:59:00	Declared: 1:20:00	--
12	IPSKT 14	59:08	47:22	-
13	TEPIS 1	51:22 (+ revision: 48:00)	1:26:36	-
14	TEPIS 2	45:25	16:17 + 22:00*+ revision (?)	=
15	SLAW 1	46:21	47:00	=
16	PLAW 1	15:08 + 15:07 + 15:07 + 5:47	15:07 + 14:18 + 12:38	-
17	PLAW 2	15:03 + 15:03 + 4:54	Word: 26 minutes	-
18	PLAW 3	15:00 + 13:45	13:50	-

* Approximate time as Inputlog registered 8 h of work, including on other translations. The first draft was ready after 22 minutes, but it is difficult to establish the time the trainee spent revising it.

Table 7-1. Duration of trainees' work on tasks 1 and 2 based on recordings/keystroke logs/declarations/total editing time

Compared to task 1, for those trainees for whom any comparisons were possible, task 2 took:

- over 15 minutes less in 1 case (marked with --);
- up to 15 minutes less in 9 cases (marked with -);
- roughly the same amount of time in 4 cases (marked with =);
- up to 15 minutes more in 1 case (marked with +), though the exact time is not known;
- over 15 minutes more in 3 cases (marked with ++).

Although task 2 was similar to task 1 and could be easier due to the trainees' potentially greater familiarity with residential leases, no major difference in the time spent on them was expected. Yet, four participants spent more time on task 2, often much more, especially as they consulted more information sources. In ten cases, the second process was shorter. However, considering the lack of control over participants' actions, this finding should be treated cautiously. What seems more credible is that, in interviews, several trainees mentioned that had they felt more self-confident working on task 2. In some cases it was also noticeable that the higher quality of sources or better detection of relevant information enabled them to complete task 2 in less time. IPSKT 4 explained the decrease in task 2 time by their extensive experience with residential leases. The second contract did not contain any new words/expressions, therefore no searches were needed. PLAW 3 is an interesting case as they completed both tasks very quickly, but managed to halve task 2 time compared to task 1 thanks to familiarity with Polish law and legal drafting, boosted by the experience gained during the course.

TRAN 4 seemed to be able to translate so quickly due to lack of familiarity with law or legal language, which prevented them from noticing the challenges and resulted in poor translation quality. Being a complete beginner in LT, this person failed to identify translation problems (unconscious incompetence in Gonzales-Davies' 2004 classification) or knowledge gaps to fill with information sources (Göpferich, 2009b). On the other hand, one of the longest processes (IPSKT 5 task 1) was so long because the trainee was acutely aware of the possibility of making errors as a non-NS of Polish, but had experience in technical translation, which taught them to strive for precision. This trainee declared that task 2 took a similar amount of time, which means that the same search-intensive approach was used.

It may be interesting to observe that there is no major difference between the times spent on task 1 by LT trainees and more experienced translators. For comparison, Table 7-2 presents the times spent on tasks (mainly task 1) by practising translators who either did not take part in the course at all (TEPIS 4) or attended a similar course without completing task 2 (TEPIS 3, TEPIS 5, TEPIS 6).

No.	Participant code	Task 1 time	Task 2 time	Change
1	TEPIS 3	39:09	-	
2	TEPIS 4	50:52	1:02:00*	+
3	TEPIS 5	14:41 + 38:37 + 23:53	-	
4	TEPIS 7	1:01:18	-	
* Approximate time (problems with Inputlog)				

Table 7-2. Duration of recordings/keystroke logs of practising translators

7.1.2 Translation environment

One of the reasons why participants were asked to record translation processes themselves was the fact that they could use their own translation environment and their favourite tools (except for CAT tools). Any translator's translation environment includes the elements which we find helpful or lack of which we find irritating. These include, for instance, our preferred web browser with bookmarks to websites we frequently visit and sometimes subscribe, a customised ribbon or add-ons in the text processor we use, sometimes downloaded materials in a special folder, own notes or self-compiled glossaries.

7.1.2.1 Screen layout

Ergonomics in the cognitive and organisational sphere was found to matter to translators, who work in an increasingly technologised environment (Bednářová-Gibová, 2021; Ehrensberger-Dow, 2021; Kappus & Ehrensberger-Dow, 2020; Massey & Ehrensberger-Dow, 2021; O'Brien et al., 2017; van Egdom et al., 2020). This includes even such matters as how the ST and the TT are positioned in CAT tools. In this study, participants translated in text editors, where they decided on the layout the ST and the TT on the screen. The most frequent set-up was two separate documents next to each other, with the ST on the left and the TT on the right (TRAN 2, IPSKT 1, IPSKT 4 task 2, TEPIS 3), or the TT on the left and the ST on the right (IPSKT 3, IPSKT 4 task 1, IPSKT1 4 revision). It is also possible to insert a page break to have two pages in one text editor document, with the ST on one side and the TT on the other (IPSKT 2 task 2).

When participants worked on two documents, the translation was either typed in a blank TT document (IPSKT 3, IPSKT 4) or the ST was pasted into the TT document with translation overtyped on it (TRAN 2, IPSKT 1). Sometimes, the TT was simply overtyped on the ST in a single document (IPSKT 5, IPSKT 14) or typed below (IPSKT 12 task 1) or above the ST (IPSKT 2 task 1). Overtyping could reduce the risk of omissions or save trainees typing the brackets or blanks used in templates. As both STs were divided into short paragraphs, it was also possible to type the translation in the same document, below each ST paragraph (TRAN 12, IPSKT 12 task 2, PLAW 2, PLAW 3, TRAN 4, TEPIS 2) and keep both versions until final revision (TRAN 12), delete ST paragraphs once they revised (TRAN 4, TEPIS 2) or leave both texts together in the document submitted for assessment (PLAW 1, PLAW 2, PLAW 3, PLAW 4). Some participants (PLAW 2, PLAW 3, PLAW 4, IPSKT 7) used colours to distinguish parts of ST from parts of TT on the same page, while one (IPSKT 7 task 2) used italics for this purpose. For others, highlight or a different font colour often served to indicate problematic passages that trainees wanted to return to later (see section 7.1.4).

Having to juggle the ST, the TT and the web browser (WB) or other windows, e.g. parallel text (PT) window, was another ergonomic aspect where different solutions were applied. Some participants switched between the text processor and the WB window, with the result that there always was just one large window on their screen (TRAN 12, TRAN 4, IPSKT 2, IPSKT 5, IPSKT 6, IPSKT 12 task 1, PLAW 1) or even typed the TT in one of WB tabs (PLAW 3, TEPIS 1 task 2). Others split their screens in two and:

- switched between the ST window and the WB/PT window in the left half and kept the TT visible on the right (TRAN 2 task 1, IPSKT 4 task 2);
- worked in a similar setup as above, but with the ST as one of the tabs in the WB browser (SLAW 1);
- switched between the TT/ WB in the left half and kept the ST visible on the right (IPSKT3);

- switched between two text processor windows (ST-TT) and the WB window, sometimes changing the setup to have the WB window partly covered by the TT window, the WB window placed over part of ST and TT windows or the screen split between PT window and the TT window (IPSKT 1);
- worked on both ST and TT in a single text editor window on the left and WB or other materials, e.g. notes or PTs, on the right (TRAN 2 task 2) or the other way round (TEPIS 1 task 1);
- when using a PT, kept the ST/TT window in the upper part of the screen, while the PT in the bottom part of the screen (IPSKT 2 task 1);
- switched between two text processor windows (TT-ST) and the WB window (IPSKT 4).

One trainee (IPSKT 3) rendered their work on split screen more difficult by not adjusting the scale, which resulted in part of the text being out of sight and in them having to move the cursor to be able to read full lines of text. An interesting case was one trainee's (IPSKT 6) use of two MT engines: GT to create a file with the first MT version and DL for tweaking individual sentences as a second version, which was then copied into the TT in a text editor (DL interface, as one of WB tabs, as a quasi-text editor). If participants used two screens, only one was recorded and some data were lost (IPSKT 12 task 2, PLAW 1, PLAW 2, TEPIS 3).

7.1.2.2 Web browser use

There were only two processes in which participants did not use a web browser (WB) and one of them was due to a mistake about the study conditions (PLAW 1 task 1), while in the other the participant relied only on their knowledge (PLAW 3 task 2). WB was mainly used for information mining, though in one case the translation was done in Google Docs (TEPIS 1 task 2) and one person used a WB tab for the ST file.

In general, the number of online searches performed /sources used, the total search time, the percentage share of search time in the total process time, as well as the stage of the process in which searching occurred differed greatly from participant to participant, as demonstrated by Table 7-3 for the participants for whom keystroke logs were available and Table 7-4 for those who provided screen recordings.

Participant	# of online sources			Total online search time			Search time %		Most searches in
	Task 1	Task 2	Change (%)	Task 1	Task 2	Change (%)	Task 1	Task 2	
TRAN 2	91	104	14.3%	00:24:00	00:42:00	75.0%	34.2%	44.7%	drafting
IPSKT 3	45	47	4.4%	00:16:00	00:13:00	-18.8%	22.0%	21.9%	drafting
IPSKT 12	29	34	17.2%	00:16:30	00:20:00	21.2%	22.2%	30.1%	drafting
IPSKT 14*	69	31	-55.1%	00:11:30	00:10:00	-13.0%	19.4%	21.1%	drafting
TRAN 12	55	N/A	N/A	00:14:00	N/A	N/A	28.2%	N/A	both
IPSKT 5	38	N/A	N/A	00:31:00	N/A	N/A	29.3%	N/A	both
TEPIS 2	12	N/A	N/A	00:02:00	N/A	N/A	4.4%	N/A	drafting
IPSKT 4**	50	N/A	N/A	00:11:30	N/A	N/A	25.7%	N/A	drafting
* In task 2, trainee IPSKT 14 held consultations with family members.									
** Two screen recordings are available for IPSKT 4, but Inputlog data for task 1 are provided for comparison.									

Table 7-3. Numbers of online sources used, total source use time and source use time as a percentage of the total process time for participants who recorded at least one process in Inputlog (own compilation based on Inputlog's source analysis)

Participant	# of online searches			Total online search time			Search time %		Most searches in
	Task 1	Task 2	Change (%)	Task 1	Task 2	Change (%)	Task 1	Task 2	
IPSKT 1	23	31	34.8%	00:10:22	00:15:00	44.7%	24.4%	31.6%	drafting
IPSKT 2	25	29	16.0%	00:21:18	00:23:29	10.3%	34.7%	28.2%	revision
IPSKT 4	21	24	14.3%	00:11:28	00:10:18	-10.2%	23.8%	26.4%	drafting
SLAW 1	8	4	-50.0%	00:02:26	00:01:33	-36.3%	5.2%	3.3%	drafting
TEPIS 1*	7	11 36	57.1% 414.3%	00:17:41	00:06:25 00:35:30	-63.7% 100.8%	29.3%	7.4% 41.0%	drafting (1) revision (2)
PLAW 1**	0	13	N/A	00:00:00	00:04:43	N/A	0.0%	11.2%	drafting
PLAW 3	5	0	-100.0%	00:01:40	00:00:00	-100.0%	5.8%	0.0%	drafting
* Task 1 recording was incomplete, while in task 2 trainee TEPIS 2 used mainly paper PTs. The second line includes data for 25 pauses time that might correspond to PT use totalling 29:05 minutes (33.6% of total task 2 time). ** Comparison for PLAW 1 is impossible as the participant did not use any sources in task 1, believing it was prohibited.									

Table 7-4. Numbers of online searches (sources not counted), total online search time and search time as a percentage of the total process time for participants who screen-recorded two translation processes (own compilation)

Where a comparison was possible, the numbers of sources used or searches made in task 2 were usually higher – with the exception of IPSKT 14, SLAW 1 and PLAW 3. However, in two cases (IPSKT 3 and IPSKT 4) more searching was done in a shorter time, whereas in one case (IPSKT 2) a greater number of searches took longer in absolute terms, but made up a smaller percentage of total process time. A shorter total search time sometimes constituted a higher percentage of the total process time if the latter took less in task 2 than in task 1 (IPSKT 4 and IPSKT 14). As for TEPIS 1, although it was only the number of online searches that grew, not their time, if the hypothesised use of paper sources (periods of inactivity on screen) is included, the increase is substantial by all measures.

With such variability and so few cases it is difficult to generalise about the trends. Being able to complete more searches in a shorter time might be an encouraging sign of greater search efficiency. Just as well it may be a cause for concern as searches might have become more shallow, which will be discussed in more detail in section 7.1.5. As task 2 concerned a more familiar topic, it is also likely that the persons who searched less had internal resources they could tap into or failed to appreciate the challenges posed by seemingly ordinary vocabulary used in that contract, which will be discussed in sections 7.1.3 and 7.1.4.

7.1.3 Knowledge

In interviews, many participants stressed that the topic of task 2 was more familiar, which made translation easier. In the few TSF analyses that could be done, the second translation processes contained more long stretches of TT production. This could be due to growing familiarity with contract vocabulary. Some trainees said that they could use their own contracts or that they had dealt with such contracts before. Meanwhile, task 1 could have been slightly easier for drivers (and TEPIS 2, who had experience with car and driver documents). Knowledge, derived from personal experience of renting cars, could be helpful in understanding such expressions as *per mile over (agreed mileage)* or *fuel expectation*. Without it, research was needed to establish that *mileage* referred to the limit of miles set for the rental period or that the

typical principle is that a car should be returned with the same amount of fuel as at the start of the rental. Yet, some participants managed to find it.

Legal background could be an asset: subject-matter knowledge was needed for translating both contracts, for understanding what the STs tried to achieve, but it could also prevent participants from noticing differences between solutions in legal systems. The provision which mentioned *outstanding warrants* was a true litmus test in this regard: some participants seemed not to even consider that the expression could mean anything else than driving bans/penal tickets. Some trainees disregarded evidence of a completely different legal situation and only looked for the term's equivalent. Here, concordancers did a disservice to them as they propagated the past errors made by fellow translators who assumed this term referred to unpaid penal tickets. So, some knowledge was crucial to even appreciate the problems (reach the stage of conscious incompetence) and successfully fill the discovered knowledge gaps.

In interviews some participants reflected, with hindsight, that they had trusted their knowledge too much. There have also been participants who judged their familiarity with law to be above average, though they did not have a legal background. On the other hand, some law students stressed that contracts were not their forte (thus they consulted legislation more while working on task 2), but seemed less critical of their language skills. This may not yet prove the Dunning-Kruger effect at play, but may point to the need for awareness-raising exercises at the start of any course in LT. They could enable participants with different backgrounds to have a more realistic assessment of their own strengths and weaknesses. Along with cross-checking sources, a healthy level of self-doubt should be encouraged as well.

Knowledge underpins not only successful solutions, but also successful searches. As some participants remarked, their greater self-confidence in the second task resulted from knowing where and how to search. In this regard, familiarity with search optimisation techniques is not enough. Some unsuccessful searches concerned expressions from the general language used in a legal context, such as *warrants* (a truly polysemous term), *cleaning fees* or *quiet possession*. Observing these searches on screen recordings, among the search results, I could sometimes identify helpful information which was missed or ignored by participants. Quite likely, they missed it because they lacked the subject knowledge that would suggest a certain lead as important or failed to realise that finding a good translation of a legal term might require much more effort than looking up an equivalent in a dictionary or concordancer. Thus, subject knowledge and information mining are closely intertwined: the ability to realise knowledge gaps depends largely on the knowledge accumulated so far, while the ability to fill them – on search skills and critical assessment of sources. This way, problem recognition may result in avoiding errors (Angelone, 2018).

7.1.3.1 Terminology

Part of subject knowledge in LT is familiarity with legal terms. I found it striking that some persons with law background (though not practitioners) made mistakes in the names of parties – either swapping them or using two names that could refer to the Owner/Landlord. This might suggest that a different, more linguistic, focus on the translation tasks prevented them from taking full advantage of their knowledge of law or that lack of practice in contract drafting – which law graduates told me they had not done at university – rendered their theoretical knowledge of obligations less useful. Meanwhile, several non-lawyers checked the confusing Polish names of parties to a lease, even specifically the difference between

them, and rendered them correctly. It is interesting that the persons with experience in technical translation (IPSKT 5 and IPSKT 14) seemed to cope with terminology better than most. Both these persons were very diligent searchers, with honed search skills, a habit of cross-checking information in various sources and an awareness of how much precision matters in translation.

The terms that seemed to catch participants off guard most often were those that did not look like terms in English, but corresponded to Polish terms, such as the covenant of quiet possession, *month-to-month rental* or *profession* (all discussed in Chapter 6). Such non-term-like expressions included also *its current condition* in task 1 and *the same condition as when it was received* in task 2. They could be translated literally or as *stan niepogorszony* (*non-deteriorated condition*). The latter solution was used by 4/24 non-lawyers and 5/10 lawyers in task 1, while by 10/24 non-lawyers and 5/10 lawyers in task 2 (not always the same persons as in task 1), which suggests that lawyers had an advantage here. Polish semi-technical terms, i.e. ones that also appear in general language, like *użytkowanie* (*korzystanie* or *usufruct*) or *użyczenie* (*lending* or *lending for gratuitous use*) also seemed to cause problems.

7.1.3.2 Language, including TL conventions

Participants differed noticeably in terms of their familiarity with the phraseology and collocations of the Polish legal language. In this regard, law students and legal practitioners had an advantage, though many non-lawyers showed sensitivity to register. As one participant remarked during the interview, legal language is learnt through exposure to such texts. This might explain why a participant who explained that their job involved dealing with contracts also showed greater familiarity with the phraseology and collocations of the legal language. In some cases, lawyers used unnecessarily complex and very formal language, e.g. *uiścić Wynajmującemu należność z tytułu kaucji* (*paid to the Landlord a receivable under deposit*) or *poczytuje się, że najem został przedłużony* (*the lease is deemed to have been extended*). But, in general, participants seemed aware of the register of Polish contracts, as demonstrated, for instance, by the quick replacement of the colloquial *auto* with *pojazd* or the use of *dokument uprawniający do prowadzenia pojazdów* (*document giving the right to drive vehicles*) instead of *prawo jazdy* (*driving licence*). Yet, some attempts at using a more formal register led to awkward results, like *ubezpieczenie pokrywające działania przy eksploatacji tego pojazdu* (*insurance covering activities in the maintenance of this vehicle*) or *prawomocne prawo jazdy* (*valid driving licence*, but with an equivalent of valid that can be used for judgments). Choosing the verb that collocates with a legal terms seems particularly challenging, so trainees mentioned, e.g. that the vehicle *nie jest obciążony komornikiem* (*is not encumbered with the bailiff*) or *nie posiada zastawów* (*has no liens*, the more idiomatic expression being *nie jest przedmiotem zastawów*) or *koszty poniesionych napraw* (*costs of incurred repairs*, not *costs incurred on repairs*), which confirms Scott's observation that translators may know legal terms, but not their collocates (2019: 35).

As one participant remarked, the fact that they knew legal language well meant they could focus more on conveying the message. This ability could have helped some participants render *agrees* as *zobowiązuje się* (*assumes the obligation to*) even though not a single search in all recorded processes concerned this verb. It seems that trainees with greater legal knowledge felt more at ease adding or removing words without changing the meaning, for instance, words like *ryzyko* (*risks*) or *szkody* (*losses/damages*) in the context of insurance or expression *czas określony* (*definite period of time*) next to the start and end dates of the contract's term. Yet, some trainees went further than that and added paragraph numbers, capitalised

terms or references to other provisions, trying to make the translations look more like Polish contracts. In the same vein, the sentences mentioning parties' mutual promises were sometimes reduced to just a statement of the contract's object, which may be seen as a justified change (a domesticating rendition, which does not mislead parties as to their obligations) or an unnecessary interference with the text.

For those without a law background, it is not easy to look for expressions from the legal language, as it requires familiarity with search operators, for instance adding a word that should appear near the expression of interest, such as *+najem* (see the successful search discussed in section 7.2.1). Another search technique is searching on legal websites, which may be done by specifying the website in the search expression, for instance *site:isap.sejm.gov.pl* (no participant did that) or at least in what domains to look, e.g. *site:uk*. A separate subcorpus of legal language or at least the ability to narrow down the type of documents in NKJP would have been useful for the only trainee who recorded their attempts to use it. And while the need to learn foreign legal collocations is seen as obvious (Michta & Mroczynska, 2022; Mroczyńska, 2023; Sierocka, 2014: 21, 78, 80), the trainees' proficiency in their L1 often does not include specialist legal collocations. Thus, Giczela-Pastwa's (2021) observation about trainees struggling to develop their phraseological competence in L2 applies also to their L1. Trainees themselves seemed to gradually realise the importance of phraseology and collocations. Discussing translation problems in the two tasks, they identified more phrases/phrasemes in task 2 compared to more terms in task 1. Also, in screen recordings for task 2 there were some very encouraging searches in which participants checked the command of their L1 – meaning, spelling or collocations.

7.1.3.3 *Changing syntax, parts of speech, word order*

When one marks translation assignments, texts that reveal the translator's fluency in the general language stand out as ones that are easy to improve even if there are errors in legal terminology. It also seems that those well-versed in the legal language are more comfortable departing from the surface structure of the ST. The fairly free word order in Polish means that it is often possible – or even necessary - to depart from the word order of English sentences to make the translated sentence read well. For instance, the sentence:

The Renter agrees to return the vehicle in its current condition (minus normal road wear-and-tear) to the Owner on the return date and hour, with {fuel expectation}

could be translated as:

Najemca zobowiązuje się do zwrócenia pojazdu Właścicielowi w stanie nie pogorszonego (z wyłączeniem zużycia normalnego w eksploatacji) umówionego dnia o umówionej godzinie z uzupełnionym paliwem w ilości {ilość paliwa}. [The Renter agrees to return the vehicle to the Owner in a non-deteriorated condition (except for normal road wear and tear) on the agreed day at the agreed time refilled with fuel in an amount {amount of fuel}.]

or even as:

Najemca zobowiązuje się zwrócić Właścicielowi wynajmowany pojazd w obecnym stanie (nie uwzględniając naturalnego zużycia na drodze) w ustalonym terminie, z {ilość paliwa}. [The Renter agrees to return to the Owner the rented vehicle in its current state (not considering the natural wear and tear on the road) on the agreed date with {fuel amount}.]

The main difference is that indirect object (the Owner) is mentioned earlier in the second translation. This and similar solutions were more natural and, since the Polish descriptions of the vehicle condition were usually longer, mentioning the Owner earlier did not interrupt the flow of information. In several renditions, the Owner was not mentioned at all, which I do not consider an omission, once the verb *to return* is used (it implies returning the vehicle to the Owner).

Another phenomenon that can be seen in this example – first translation – is the use of a deverbal noun: *zwrócenie* instead of the verb *zwrócić*. Trainees also used the verb *dokonać* (*to perform*), which has to be followed by a noun, e.g. *dokonać sprawdzenia* (*to perform an inspection*). Such nominalisations were quite frequent, which shows that most trainees realised that the Polish legal language uses more nouns, including deverbal nouns, than legal English – even if the latter is criticised as more noun-heavy than general English. They seemed to know that plain legal Polish is not yet very popular in contracts (or to be unaware that there are contracts written in plain Polish).

7.1.3.4 Treatment of binomials and enumerations

Even if the contracts used in the study had some features of plain legal English, participants had to deal with binomials, multinomials and enumerations, which are a staple feature of legal English. Some were able to reduce redundant binomials (*swear and agree*, *liens and encumbrances*) or even the enumeration *damages, property loss, injuries or death*, which could be replaced with just *any liability* even in task 1. Others tried to come up with the same number of elements in the Polish versions. In interviews, there were a few comments that it had been reassuring to learn that not all such expressions had to be translated literally, therefore in task 2 more participants dared to skip the enumeration *business, trade or profession*, considering that the equivalent of *any other purposes than residential ones* covered all these cases. But these expressions caused some friction between conforming to TL conventions and retaining ST message.

7.1.4 Identifying translation problems

As discussed in section 1.5.1, experts are better at recognising problems. In his study of problem indicators and errors, Angelone found that “errors occurred in situations where there were no corresponding problem indicators in respective screen recordings”, which “would seem to suggest that in these instances, the students were translating on ‘autopilot’ to the extent that inherent problems were not perceived” (2018: 31). On the contrary, the majority of errors in student translations in his study did not overlap with problem indicators (pauses, look-ups, revisions) and vice versa (Angelone, 2018: 31-32).

As the interviews were held after the participants had received their marked translations, any problem indications then could have been influenced by the awareness of errors. But when I examined the available processes of 12 trainees for whom two keystroke logs and/or screen recordings were available, features of both STs which multiple trainees identified as problematic were not always dealt with in a manner suggesting that problems were adequately addressed, i.e. the solutions were not acceptable. Often – as in the case of the enumeration *business, trade or profession* - there were just pauses, suggestive of thought processes, but no searches and no changes of the first solution during revision. On other occasions, such as with the verb *to agree*, there were not even pauses, let alone searches. But there were also situations when trainees performed multiple searches, changed the solution several times – or at least revisited the spot – and still the solution was unacceptable. I have already mentioned that lack of knowledge could

make searches ineffective. Equally, trainees may have not known which sources to consult or how best to use them (see section 7.1.5). I believe this to be one of the most sensitive areas in LT training: the trainees may notice certain problems in the ST, they may search for a solution in good faith, but they may still produce unacceptable renditions. Examining these processes enables the trainer to identify what went wrong in a given search and support trainees in optimising their searches.

7.1.4.1 Marking problematic passages and doubts

Doubts frequently appear when one translates a text from an unknown field. It was a frequent strategy to mark translated words or phrases that the trainee wanted to return to and move on. An alternative solution was to omit part of text, use an ellipsis or leave part of the text in English, and move on as well. There were also cases where participants put some alternative solutions together and returned to choose one of them later. During the interviews, one participant observed even that less switching between the translation and online information sources was good for concentration, so they seemed aware of the switch costs that changing tasks entails (Muñoz Martín & Apfelthaler, 2021). However, many trainees preferred interrupting text production and searching as soon as they encountered a problematic item. They justified it with not having to return to or correct it later, thus reducing the number of items on their “to-do list”. These persons were often so deft at switching between these sub-tasks that their TSF contained many MIX segments – ADD/SEARCH or SEARCH/ADD combinations. There seems to be more persons who prefer dealing with problems (including searching) immediately, in drafting, than those who only identify problems and delay solving them until revision, however, either method has its advantages. And even persons who prefer solving problems as soon as they encounter them mark some of their solutions to signal the need to revisit them during revision – often with considerable new search effort.

7.1.4.2 Revisiting and revising first-draft solutions

There were also persons who changed certain passages several times, sometimes even ending with the original solution, which seems less efficient than having more options and taking time to choose one of them. This is especially the case with inflectional languages, like Polish, where a change of one word or expression may cause a chain of edits (Terribile, 2024). Yet, some translations bore the signs of editorial changes which were not fully implemented, that is, the chains of edits were incomplete (lack of case agreement). There were also cases when two (or more) alternative solutions (e.g. *wyraża zgodę/zobowiązuje się – consents/undertakes to*) were retained in the version submitted for assessment. Several trainees worked on two versions of certain sentences to finally retain the one they were satisfied with. Some had the habit of re-reading the TT a day (or more) later, with a fresh eye, to catch defects during the final revision. This was rather the case with persons who had linguistic background or experience in any kind of translation, as the benefits of a re-read after some time are generally known to translators.

7.1.4.3 Trainees’ problem-solving behaviours

A sample of six trainees’ screen recordings were analysed in terms of how they tried to solve ten translation problems – five items from task 1 and five items from task 2. These items were identified as problematic by the highest numbers of trainees and/or which generated the highest numbers of errors. The analysed behaviours included signs of problem awareness: long pauses and marking these passages as doubts to resolve later, as well as attempts at solving them: online searches, including the kinds of sources used, and revisions, i.e. changes of the first solution. For every solution that appeared in the

submitted translation, the assessments of two translators and two lawyers, obtained as part of Preludium research project, were provided. The full set of information is presented in Appendix 3.

The analysis leads to the conclusion that trainees often failed to identify as problems certain ST items that are used in general language as well, such as the verb *to agree* in the modal sense or the noun *profession* in the sense of *liberal profession*. Such failures generated high numbers of unacceptable solutions. However, even when the signs of problem awareness were present and attempts were made to solve a given problem, all of which should be seen as promising, the outcome was not always an acceptable solution. As mentioned in section 7.1.3, the efficiency of searches might have been limited by insufficient subject knowledge or by assumptions about the similarities between source and target legal systems. Still, from a trainer's point of view, understanding why searches failed to yield good translation solutions is extremely important. Teaching would-be legal translators to appreciate the difficulties of the ST and to effectively fill their knowledge gaps through searches are crucially important for their future success.

Finally, the analysis reveals that there are sometimes differences in how translators and lawyers assess the same solutions, how two translators or two lawyers assess the same solutions, or even how the same person assesses the same solution in two different translations. These differences – which appeared despite the use of translationQ for greater consistency – demonstrate the subjectivity inherent in translation assessment or criticism, discussed in section 3.4.12.

7.1.5 Sources of information

Once a translation problem or gap in knowledge is noticed, the relevant information needs to be obtained from information sources. Due to the particular challenges of LT, described in section 2.1.1, information searches are more complex and may involve elements of comparative law (whose links with LT are discussed in section 2.1.3). As searches are said to be a marker of specialisation in LT (Prieto Ramos, 2021), trainees' search behaviours merit careful analysis, while failed searches may inform course design. For instance, it was useful to compare how single words/phrases and full sentences were translated by MT engines or how search operators (Paradowska, 2021) could yield good solutions. With recent the inclusion of generative AI answers in search engines, it may now be useful to show that they are not always trustworthy. In general, there was improvement in how trainees searched for information relevant to their tasks, but there was still room for improvement during task 2.

In general, trainees used more sources in task 2 and they more often went beyond those that provide just solutions - dictionaries and concordancers. They used, for instance, the Polish corpus (NKJP), a monolingual dictionary of Polish, a guide for tenants in Canada in Polish, Polish legislation, a language advice website, or even paper sources. Of course, the range of online sources consulted differed from participant to participant. Some used a broad range of sources even in task 1 and showed tenacity in searching for *the* solution, others made more superficial searches, mainly in bilingual dictionaries and concordancers. It was also very interesting and satisfying to observe how participants gradually improved their searches as they translated. Such small improvements included a shift from using an MT engine to translate terms or phrases to using it for full sentences, a change from typing solutions to copying and pasting them, tweaking search expressions in concordancers to see how results would change or adding

another term (+ *car rental*) to reduce the number of hits in a Google search. Sources are discussed in the following subsections, from the most solution-oriented to the most understanding-oriented ones.

7.1.5.1 Bilingual dictionaries

Diki, followed by Babla, seemed to be the favourite dictionaries of study participants. Other dictionaries included Cambridge Dictionary and Word Reference. However, being general dictionaries, they were not always useful for looking up legal terms. For instance, the equivalent for *wear and tear* suggested by Diki was *zużycie eksploatacyjne*, a technical term, rather than (*normalne*) *zużycie*, which is used in the Polish legal language. No trainees used Ling.pl, which aggregates information from many dictionaries, including specialist legal dictionaries. And although bilingual dictionaries may be a good starting point for terminological research, it was concerning that findings were often not cross-checked.

7.1.5.2 Concordancers

Many trainees used concordancers: Reverso, Linguee or Glosbe, which combine the function of a dictionary with that of a translation memory, so any expressions matching the searched one are shown in context. Naturally, it is good that novices want to check how other translators have dealt with a certain term or phrase. What was a cause for concern, however, was that the solutions found in concordancers were accepted fairly quickly, without cross-checking. Meanwhile, concordancers provided, for instance, a translation of *outstanding warrants* as unpaid penal tickets. Also, sometimes the search expressions were too long, whereas the chances of finding a good equivalent in a concordancer are greater if the search expression is short. On the other hand, like in the case of dictionaries, the results for a polysemous term, such as *warrants*, could be of little help as there were simply too many of them.

7.1.5.3 MT engines

Trainees often used online MT engines (initially mainly GT, in task 2 also DL) as a kind of dictionaries. Even though it was not individual words, but phrases that were entered into the ST window, the results were often less useful than they could be with more context provided by the full sentence. For instance, in case of the expression *on a month-to-month basis*, the suggested translations would be more appropriate in the context of statistics. Sometimes trainees could see for themselves how MT output became more useful with more ST input in GT or DL as in the following example of the “hold harmless” clause (compare Figure 7-1 and Figure 7-2).

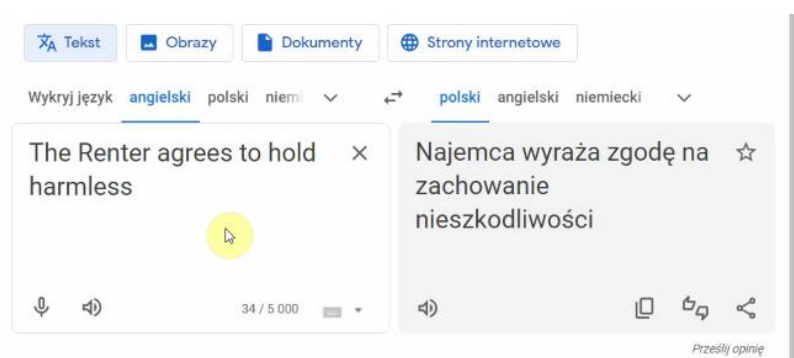


Figure 7-1. A short part of the “hold harmless” clause translated by GT (IPSKT 2 task 1)

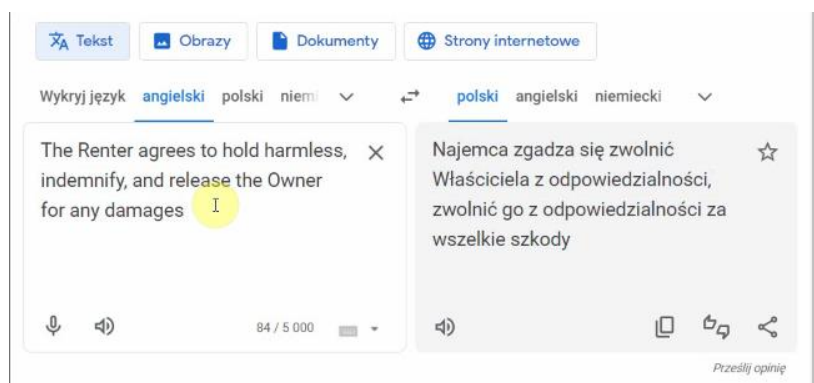


Figure 7-2. A longer part of the "hold harmless" clause translated by GT with improved output (IPSKT 2 task 1)

Another problem with entering less than full sentences in MT engines is that in Polish a negation requires changes beyond what would be necessary in English. In affirmative and negative sentences, words like *any* and *or* are translated differently and the grammatical case of the object changes too. Finally, there were differences in the ability of individual trainees to get things done with the help of MT engines. For one participant, GT was the main information source, almost the only one, and mainly for units below full sentences. This might confirm that in a new field legal translator trainees behave like non-linguists, who often focus at word level (Cotelli Kureth et al., 2023). The other extreme was the person who was very efficient in comparing whole sentences translated by GT and DL and cross-checking them in Reverso.

7.1.5.4 Monolingual dictionaries

There were rare instances of consulting Polish monolingual dictionaries, but they suggested a welcome shift from relying just on a NS intuition to making sure what certain words meant. Moreover, two participants' first language was not Polish, which made the use of a monolingual Polish dictionary more natural. There were also consultations of English monolingual dictionaries, namely Oxford Learner's Dictionary or dictionaries of collocations or synonyms, but not monolingual legal dictionaries, like BLD.

7.1.5.5 Search engines

Search engines are the basic information tool for any translator. With the growing availability of online content on every subject, translators have almost completely ditched paper dictionaries and library visits (Setkowicz-Ryszka, n.d.-a). The main observation from process recordings is that in task 1 nobody was able to optimise Google or Bing searches, e.g. by using search operators. Often, a search for an expression from the general language could produce a lot of irrelevant results, e.g. a search for *cleaning fees* usually yielded results referring to cleaning houses/apartments, which affected the Polish equivalent of cleaning – *sprzątanie*, which was different from what cleaning of vehicles should be, namely *czyszczenie*.

Sometimes even the language of the search was not conducive to finding the right information: a search in Polish for *nakaz aresztu prawo jazdy* (arrest warrant driving licence) was unlikely to help understand the meaning of *warrants against said licence* in the ST. According to Paradowska (2021), it is a sign of higher information competence when tabs in search engines are not closed, because they can be returned to in case of doubts. Indeed, some trainees seemed aware that they might need to revisit the websites and

some even did so, including for subsequent searches on ProZ.com forum (with *proz* kept in the search window). In task 2, participants more frequently dug deeper and opened links from Google search results, although with the definitions displayed in full among search results and with the parts of text visible on the search results page, this was often not necessary. One trainee even remarked that they preferred to see the aggregated information than to open links. There have been a few cases when adding a word (e.g. *najem – lease*) to the search expression in Google helped trainees find valuable information. However, these were rare. A more frequent scenario was trainees obtaining too general results because the search expression was not specific enough. For this reason, where possible – i.e. in longer courses – emphasis was placed on search skills in each task after data collection. With the oversupply of information on the Internet, especially with the addition of AI-generated information in search results in 2025, selecting relevant and trustworthy information is becoming increasingly challenging.

7.1.5.6 Parallel texts

A few participants consulted parallel texts (PTs) – Polish contracts. They sometimes found useful terms or phrases in them (e.g. *stan niepogorszony, kaucja gwarancyjna*), but also copied errors from them (e.g. *znajduje się w dobrym stanie*). There were also cases when the PT contained a good translation equivalent, but the trainee missed it. A case in point was *stan niepogorszony*, a term corresponding to an expression which was not a term: *current condition* or *the same condition as when it was received*. Many trainees knew that PTs were a useful resource, but due insufficient knowledge about the different drafting styles and linguistic conventions they sometimes used them uncritically. Also, the use of PTs (or other sources) without first understanding the SL concept was problematic. Some trainees remarked during interviews that only certain parts of the PTs were useful for them. When working on task 1, some trainees had problems with finding relevant PTs as there are several types of lease under Polish law. In task 2, it was easier to quickly determine what kind of contract was needed. In screen recordings there were more PTs in use in the second task, which may also confirm that trainees saw them as useful resources.

7.1.5.7 Own materials

One trainee was able to use their own notes and translations from an earlier LT course as soon as when working on task 1, while another used course notes during work on task 2. In several cases, the contracts used as resources in task 2 were the trainees' own translations of contracts from task 1, with markup.

7.1.5.8 Online fora

Some trainees used ProZ.com forum (Biel, 2008) as their first port of call. This was a reasonable strategy, considering the popularity of EN-PL language pair in Poland and the long history of the forum. Also the fact that many answers contain not only the suggested equivalents, but also arguments, makes it worth consulting. Of course, it is fairly easy to find wrong advice as the answers are not necessarily verified, but this forum is invaluable as one of the sources. Another forum that was used by two persons was Quora.com, a big general forum, where it may not be possible to find translation equivalents, but where information helpful for understanding the ST is often available. Again, as with any user-generated content, there is no guarantee of accuracy, however, the form in which information is provided may be easier to digest than e.g. legal advice, but can always be cross-checked in more specialist sources.

7.1.5.9 Corpora

Corpora were not used for task 1 at all. In task 2, one participant tried to look expressions up in NKJP corpus. However, they did not seem to be aware of the differences between corpus and Google searches. What rendered corpus searches ineffective was the use of a single grammatical form instead of a lemma or failure to use advanced search options to narrow down the search to certain types of texts. In addition, the default setting in NKJP is a search in a balanced sample, whereas less popular terms might only be discoverable by searching the full corpus. Finally, a corpus search could confirm a less typical term (e.g. *opłata czynszowa*), but unless the more typical one (e.g. *czynsz*) was searched for, it would not be suggested. Some of these shortcomings could be eliminated in a Google search (Web as Corpus approach), either because of how algorithms worked and how results were presented or because it was easier to conduct more selective searches with additional operators.

7.1.5.10 Legislation

Legislative instruments were another type of source that few trainees – mainly persons with legal background or with some experience in LT – consulted in task 1 but which had gained popularity when trainees worked on task 2. Legislation was sometimes suggested by search engines and not deliberately chosen by trainees, although such suggestions might have been based on their search history thus far. Still, the fact that trainees used legislation more often was welcome, as a source of both subject knowledge and phraseology. In this context, an interesting search was conducted by one trainee, who discovered the difference between seemingly synonymous terms: *cele mieszkalne* and *cele mieszkaniowe*, where the latter only means ‘housing purposes’, while the former means also ‘living prison cells’ (see Figure 7-3).



Figure 7-3. Search for Polish candidate term *cele mieszkalne* resolved by opening a legislative instrument

7.1.5.11 Legal websites

Legal websites are among the best sources of information in LT, because they offer definitions of legal terms, explanations of legal rules, examples of contract clauses, advice for persons who intend to enter into contracts, etc. They are also a good source of phraseology. However, as there is no website with all the information a legal translator may need, it is best to access them from the list of GS results. In case of polysemous legal terms, like *outstanding warrants*, even a website with examples of contract clauses can provide misleading information, for instance on *stock warrants*.

7.1.6 Skills deficits, errors

Apart from many promising signs of extant or developing expertise, there were also many signs of deficits in skills or knowledge. The ST was not understood and problems were not noticed. For many participants task 1 was the first legal text ever translated, so by the time they tackled task 2 they may have felt they had learnt so much that they fell into its traps. So even though many trainees stressed they had felt more self-confident and in control when working on task 2, which suggests an important change in self-belief, the improvement was on average small: some trainees did make big strides, but others performed worse. Task 2 was not necessarily translated to a much higher standard. It probably proved deceptively easy, especially the familiar words used as legal terms. Although there were fewer unacceptable solutions, there were also many barely acceptable ones, while in an easy task more optimum solutions could be expected.

The asymmetries between legal solutions from the source and target systems were not emphasised and no explanatory notes were added. Too few information sources were used and relevant information among search results was ignored. Equivalents found in lexicographic sources were not cross-checked. Maybe some trainees did try to change their search behaviours, but due to lack of practice it was more of “going through the motions”. Also, if expertise is a result of *deliberate* practice, perhaps one of the reasons for lack of progress was insufficient involvement, inappropriate level of difficulty of texts used in PE exercises, lack of individualised feedback or lack of opportunity for repetition and correction of errors. Or simply the timing was not right, especially for the MA students, whose lack of progress was particularly concerning. “When the student is ready, the teacher will appear”. The saying seems to have proven true for some highly motivated trainees with a certain level of pre-existing skills and knowledge.

7.2 Within-participant comparisons

This section presents comparison of participants’ processes of translating task 1 and task 2. I decided to carry out within-participant comparisons, focusing on changes in the way individual participants worked, rather than look for trends discernible in aggregate data, due to the relatively low number of process recordings (5 sets of keystroke logs and screen recordings, 7 sets of screen recordings alone) compared to the overall number of participants. There could have been various reasons for the shortage of process recordings: some participants used computers provided by their employers and were not allowed to install any software, some ran into problems recording the second process, which led to several incomplete sets of recordings, some may have felt it was too much hassle to deal with the technical aspects on top of the translation task, for others it could have been too much of an intrusion of their privacy. After all, the recordings were to be made on their own computers, potentially revealing glimpses of their personal lives. Also, the fact that some participants were absolute beginners could have made them reluctant to record their – potentially awkward – first steps in a new domain. The fear of making errors that school education is likely to instil in students may have been at play here. Some course participants offered to join the study only with task 2, perhaps having concluded after several encounters that I was a “mostly harmless” person.

In the second year of data collection, when I realised the likely reasons for this shortage of recordings, I also changed the formula of one-to-one interviews with research participants. Initially “bonus” chats for participants, with individualised analysis and advice (no notes taken), they became more formalised interviews, following a script approved by the Research Ethics Committee of the University of Lodz. As I

was able to conduct nine such interviews, I decided to add to them a set of two descriptions of translation processes provided by a participant from one of the groups taught in 2023, with whom – regrettably – I did not hold an interview while still in touch. Even though the information gathered in the way described above conveys an obviously subjective view of the process, I believe it is also important to learn about the participants’ own perceptions of their performance and the reasons why they found some features of the translated texts difficult. Where possible, information from interviews is enriched with observations from other sources single process recordings and process descriptions. There are ten cases discussed on the basis of such sources. The analyses start with the fullest datasets, i.e. keystroke logs (converted to spreadsheets using Facil application) plus screen recordings, followed by screen recordings alone and interviews and/or descriptions. Additionally, all case descriptions include comparisons of scores for translation assessments performed in research project conducted in parallel to this doctoral project.

7.2.1 TRAN 2: TSF and screen recordings

Overall, TRAN 2 scored quite high on task 1 according to all three assessors who used penalty points (fairly consistent marks of 85.0%, 87.5% and 86.3%). The scores for task 2 were worse in one case and slightly better in two cases (77.5%, 90.0% and 87.5% respectively).

Parameter	Task 1	Task 2	Change
Total Process Time	01:09:48	01:34:24	+24:36
Total Pause Time	00:40:00	00:54:13	+14.13
Total Active Writing Time	00:29:48	00:40:11	+10:23
Proportion of Pause Time	57.30%	57.43%	+0.13
Total # of Pauses	2955	3329	+374
Median Pause Within Words (s)	0.237	0.232	-0.005
Median Pause Between Words (s)	0.459	0.431	-0.028
# of segments (total)	413	654	+241
# of ADD segments	107	81	-27
# of CHG segments	25	47	+22
# of SEARCH segments	79	123	+44
# of MIX segments	28	30	+3
# of FILLER segments	125	254	+129
# of HCI segments	49	119	+70

Table 7-5. Selected data provided by Inputlog and numbers of segments determined in TSF analysis for trainee TRAN 2

7.2.1.1 Task 1

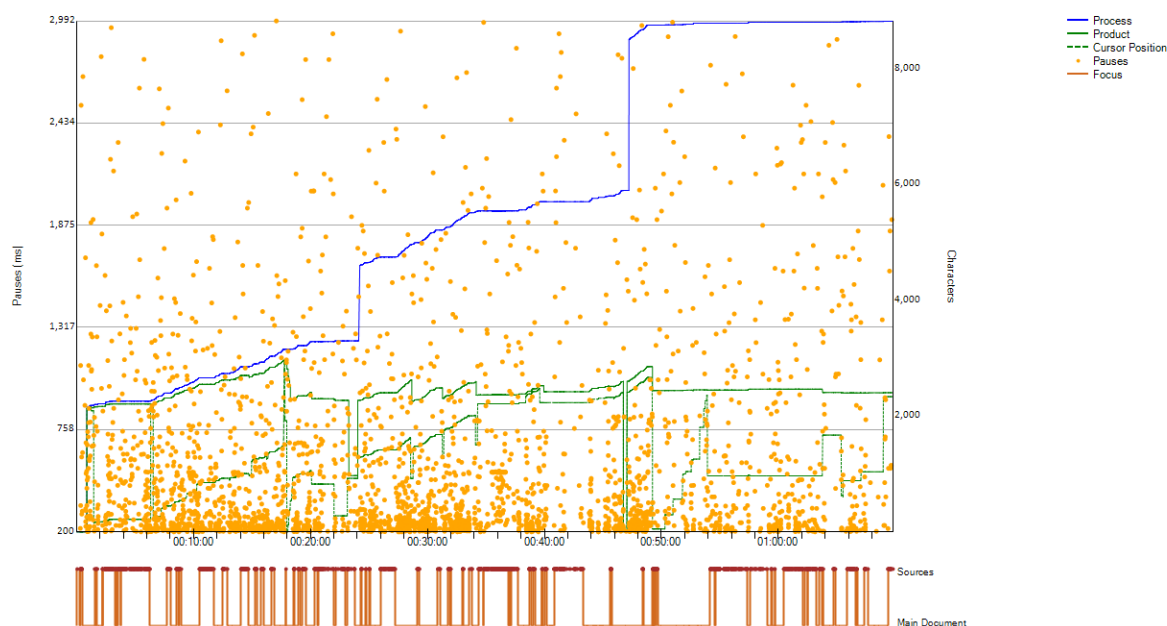


Figure 7-4. Process graph for task 1 by trainee TRAN 2 (source: Inputlog)

Translation environment and process: TRAN 2 divided their screen in TT | WB layout, with the ST copied into the TT file (at one point TRAN 2 mistakenly opened the ST file and started translating again), but for revision changed it to TT | ST layout. As a warm-up (?), TRAN 2 translated the easiest part first (signatures and date), then typed the TT under the ST, paragraph by paragraph, without deleting the ST until a few short paragraphs were ready. Poor Internet connection slowed down work sometimes, but TRAN2 used these moments to do a bit of translation, while waiting for websites to load.

End revision began from segment 264 (48:40 on the screen recording) and took some 21 minutes. The first stage of revision was reading the whole TT and marking red some words/phrases: *opłata podstawowa, przyrzeka i poświadczają, wymienionych i zatwierdzonych*. At this stage, some errors were corrected: inflection, pronouns, verb forms. Then a longer and deeper revision followed, with attempts to solve the problems marked earlier. There were not only more CHG segments in revision phase, which can be expected of revision, but also more FILLER segments (reading, thinking) than in drafting phase: 23 CHG segments and 85 FILLER segments in revision phase vs. 2 and 40, respectively in drafting phase.

Knowledge, skills: TRAN 2 recognised the modal meaning of *to agree* without hesitation and immediately translated *name* as *imię i nazwisko*. They were also familiar with some phraseology, e.g. they knew that *hereafter referred to as* can be simply rendered as *dalej* in Polish (but still checked it) and replaced *również* with *ponadto* when using DL output as input for translation. They deleted *on/ona* as the equivalent of *he/she* where it was not needed in Polish. TRAN 2 was clearly aware that terms could be translated differently in different contexts, so apart from checking the potential translation of the term *opłata podstawowa*, they also checked if the candidate term was used in the context of car rentals. They were dissatisfied with the adjective *rutynowy* as a translation of *routine (purposes)*, so after a check of DL alternatives they chose *zwykły*. TSF reveals some peak performance stretches: typing 5-8 words in quick

succession or a few consecutive segments with 2-3 words. The trainee also changed the word order to sound better in the TL or omitted the pronoun *żaden* when the negated verb alone was sufficient in Polish.

Spotting translation problems: Several doubts were marked in red font in both ST and TT files. Generally, problems were spotted in advance, when the trainee was a few words before them.

Sources of information: TRAN 2 did a lot of searching (53 SEARCH segments and 27 MIX segments) during drafting phase, often for phraseology (*the following vehicle, in its current condition, binomial swear and attest*). They were also quite skilled at searching, with links in GS results opened in new tabs, search expressions tweaked, e.g. *outstanding warrant* → *outstanding warrant what it is* → *outstanding warrant proz* → *outstanding warrant against license* (tracking sources that helped them solve the problem, see Figure 7-5). In general, ProZ.com was used often (and indicated in search expression), but upon finding contradictory advice TRAN 2 checked other sources. Adding *proz* in the search expression helped TRAN 2 find the legal equivalent of the verb *to understand*. A search for a PT in segment 101 (around 21 minutes after start) ended with the PT being consulted on many occasions since then. TRAN 2 used their own notes from another LT class, including checking the names of parties to a lease.

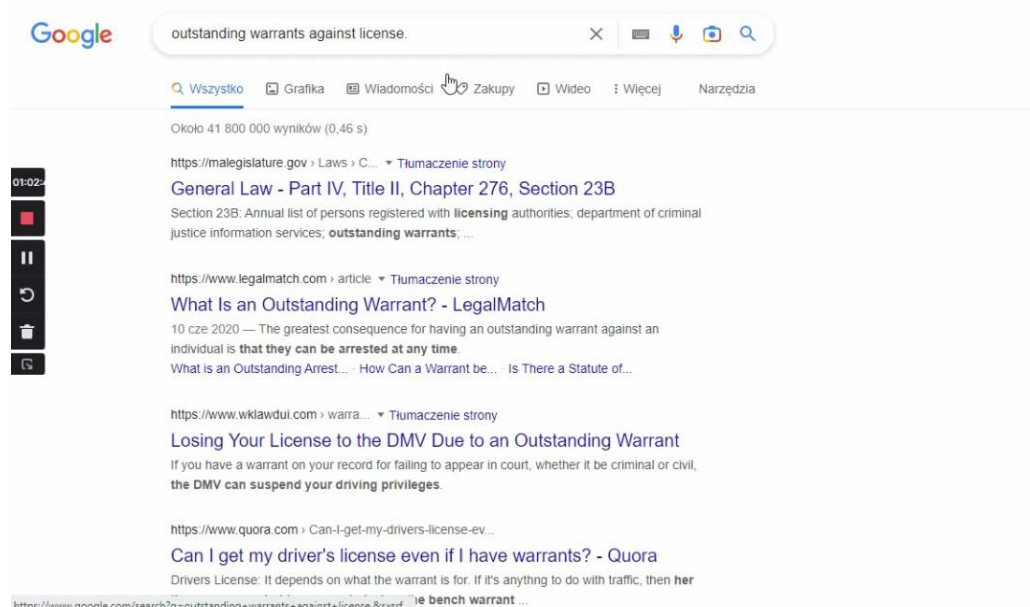


Figure 7-5. Successful search expression in the process recorded by TRAN 2

In general, TRAN 2 showed good search skills and perseverance: search expressions were tweaked in order to narrow down the pool of results or to find more, links were opened in new tabs and the problems examined from various angles. The trainee went beyond looking for equivalents (dictionaries) or ready-made solutions on ProZ.com, Linguee or DL, but tried to understand and confirm if the candidate term is used in TL texts similar to the ST. They even checked Polish punctuation rules (see Figure 7-6).

Skills deficits, errors: The polysemous term *damages* was rendered as *urazy*, perhaps because *injuries* and *death* were nearby. Also, the word *outstanding* was not translated, even though it was included in searches. An incorrect collocation *znajdować się w dobrym stanie* was found in the PT and copied. The

focus on legal matters may have led TRAN 2 to neglect some car-related terminology, so *miles* were changed to *kilometry* or *mileage* was translated in the sense of ‘odometer reading’, rather than ‘limit’.

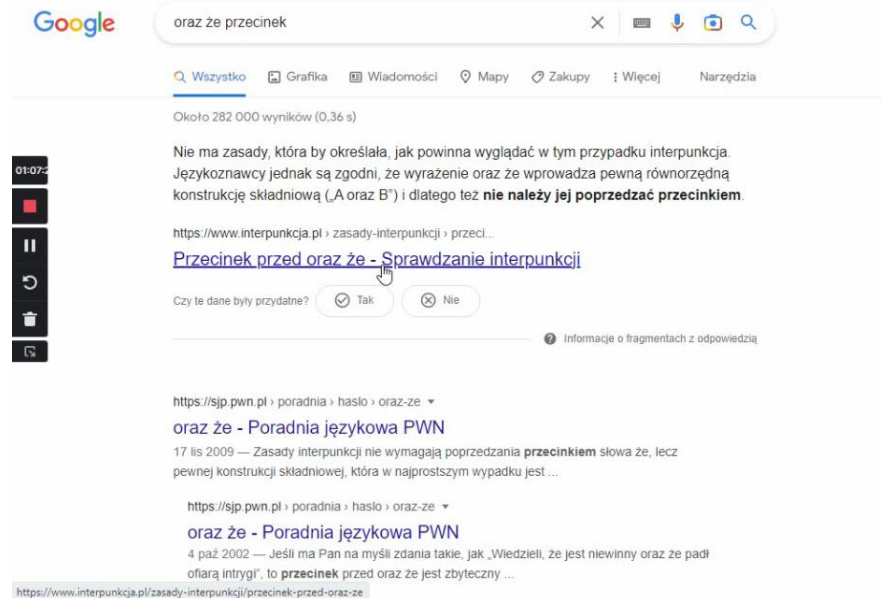


Figure 7-6. Check of a difficult rule of punctuation performed by TRAN 2

7.1.1.1 Task 2

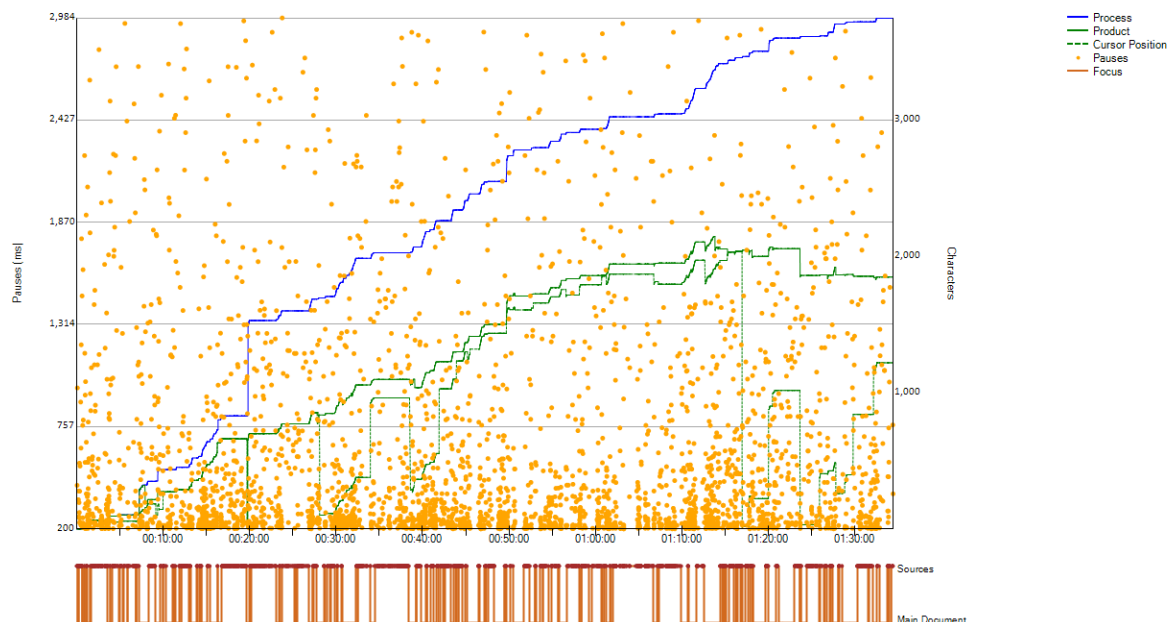


Figure 7-7. Process graph for task 2 by trainee TRAN 2 (source: Inputlog)

Translation environment: This time TRAN 2 used a slightly different layout, switching between ST/WB/PT on the left with TT on the right (Figure 7-8). The smaller number of ADD segments and the higher number of CHG segments were due to a change in TT input method: instead of pasting the ST into the TT file, the trainee pasted fragments of a PT, so the TT was either created by tweaking the pasted PT fragments or pieces of the TT that were not based on the PT were simply typed next to ST pieces. Therefore, the process was less linear: starting with potentially relevant PT sentences, then filling in the gaps. Sometimes TRAN 2 prepared two versions of a sentence. Generally, there were many more CHG segments compared to task 1, namely 21 CHG segments in drafting phase (tweaking the pasted PT fragments) and 26 CHG segments in revision phase. This change of input method could also be the reason for a higher number of FILLER segments in drafting phase: 189 compared to 65 in revision. The revision started from segment 511 (1:14:14 on the screen recording) and took around 20 minutes, like in task 1. During revision, the focus was on longer paragraphs, while shorter ones seemed to have been polished in drafting phase.

Knowledge, skills: On the basis of the PT, TRAN 2 introduced *roszczenia (claims)* even though the ST did not mention them, but in the context of *deposit* this addition was justifiable. Pronoun *jakikolwiek* (as equivalent of *any*) was removed from the TT where it was redundant. The PT was also the source of some good expressions, e.g. *ustanie stosunku najmu (termination of the lease relationship)*. Some expressions, e.g. *bez uprzedniej pisemnej zgody (without prior written consent)* or *w całości lub w części (in whole or in part)* were typed from memory. TRAN 2 produced more long stretches of TT than in task 1.

Spotting translation problems: TRAN 2 had a noticeable focus on “talking the talk”, as demonstrated by looking for collocations and phrases used in Polish leases and provisions of law relating to leases. The Polish names of parties to a lease were checked again, showing awareness of how easy it is to swap them. This time, doubts were marked (red font) during the first round of revision.

Sources of information: This time TRAN 2 performed even more searches: there was a considerable increase in the number of SEARCH segments and a twofold increase in the number of FILLER segments compared to task 1. So many FILLER segments were a result of what seemed to be a lot of careful reading, especially of PTs and encyclopaedic sources (including legislation or law firms’ websites with legal advice). TRAN 2 continued to use ProZ.com and course notes, this time including the marked contract translated in task 1. The trainee again showed perseverance and optimised their searches. Examples include:

- search for *clean and sanitary manner* in Polish was successful after adding *umowa najmu (lease)* in the search expression, since earlier home cleaning advice dominated in the results; this search included the Civil Code, showing that the aim was to render it in the correct register;
- a long search for the *covenant of quiet enjoyment*: TRAN 2 actually found information about what it means, the translation was far from literal but not fully satisfactory either;
- DL was used for full sentences, while Linguee/Reverso for expressions (e.g. the triplet *have, hold and enjoy*), even a short sentence was once used as a search expression in GS.

Skills deficits, errors: TRAN 2 fell into the trap of partially equivalent terms: they managed to find a definition of *month-to-month tenancy* (see Figure 7-8), but focused on the feature of lack of a definite expiration date and rendered it as *extension for an unspecified period of time (przedłużenie na czas nieokreślony)*, which is much less flexible than *month-to-month tenancy*. It was a long and effortful search that resulted in finding information about *bezumowne korzystanie z lokalu (non-contractual use of*

premises) (see Figure 7-9) and then the presumption in Article 674 of the Polish Civil Code: if the tenant keeps living in the premises with the landlord's consent a lease is deemed extended for an unspecified period of time. This solution was potentially misleading as the two types of contracts differ (Figure 7-10).

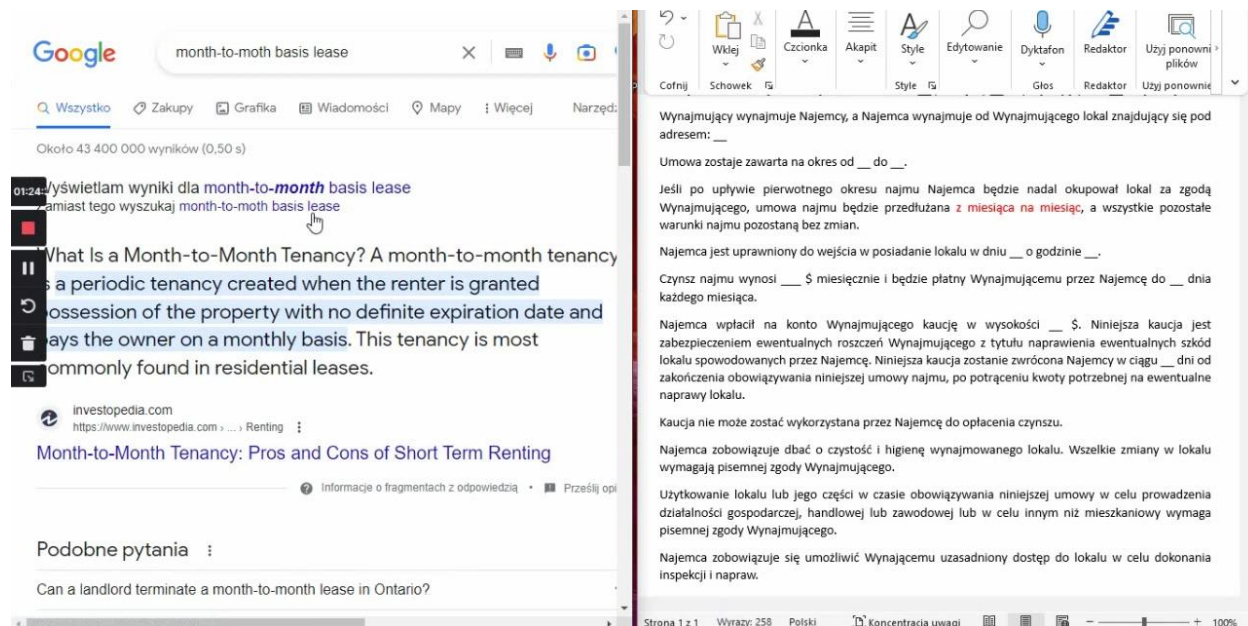


Figure 7-8. Search resulting in finding a definition of month-to-month tenancy, performed by TRAN 2

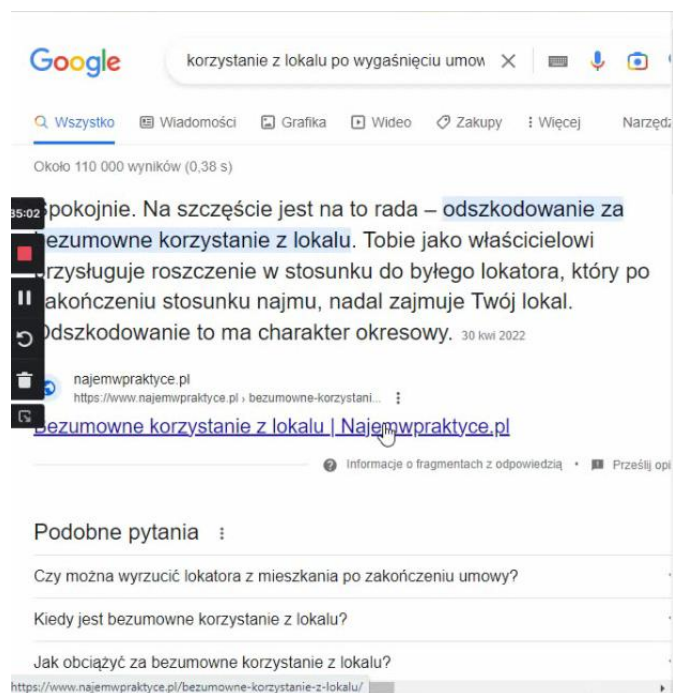


Figure 7-9. One of the accidental findings in TRAN 2's search for month-to-month lease

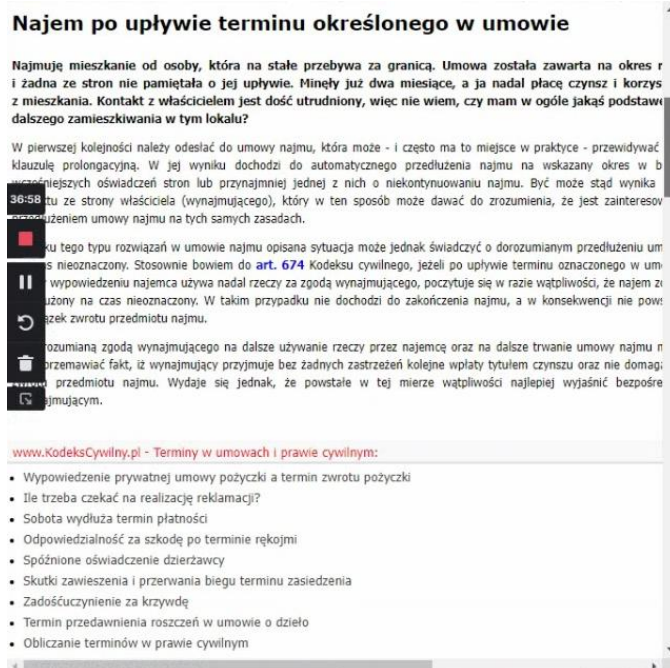


Figure 7-10. A diligent search leading TRAN 2 to identify month-to-month lease with *umowa na czas nieokreślony*

7.2.2 IPSKT 3: TSF and screen recordings

Overall, IPSKT 3 made considerable progress as measured by scores from all three assessors who gave penalty points: from 67.5% to 93,8%, from 58.8% to 78.8% and from 77.5% to 82,5% respectively. However, there were noticeable differences in the assessments of both translations.

Parameter	Task 1	Task 2	Change
Total Process Time	01:16:04	01:01:34	-14:30
Total Pause Time	00:52:03	00:39:54	-12:9
Total Active Writing Time	00:24:00	00:21:40	-2:20
Proportion of Pause Time	68.44%	64.80%	-3.64
Total # of Pauses	3120	2420	-700
Median Pause Within Words (s)	0.262	0.264	+0.002
Median Pause Between Words (s)	0.665	0.539	-0.126
# of segments (total)	297	310	+13
# of ADD segments	148	128	-20
# of CHG segments	16	26	+10
# of SEARCH segments	35	48	+13
# of MIX segments	27	20	-7
# of FILLER segments	45	66	+21
# of HCI segments	26	22	-4

Table 7-6. Selected data provided by Inputlog and numbers of segments determined in TSF analysis for trainee IPSKT 3

7.2.2.1 Task 1

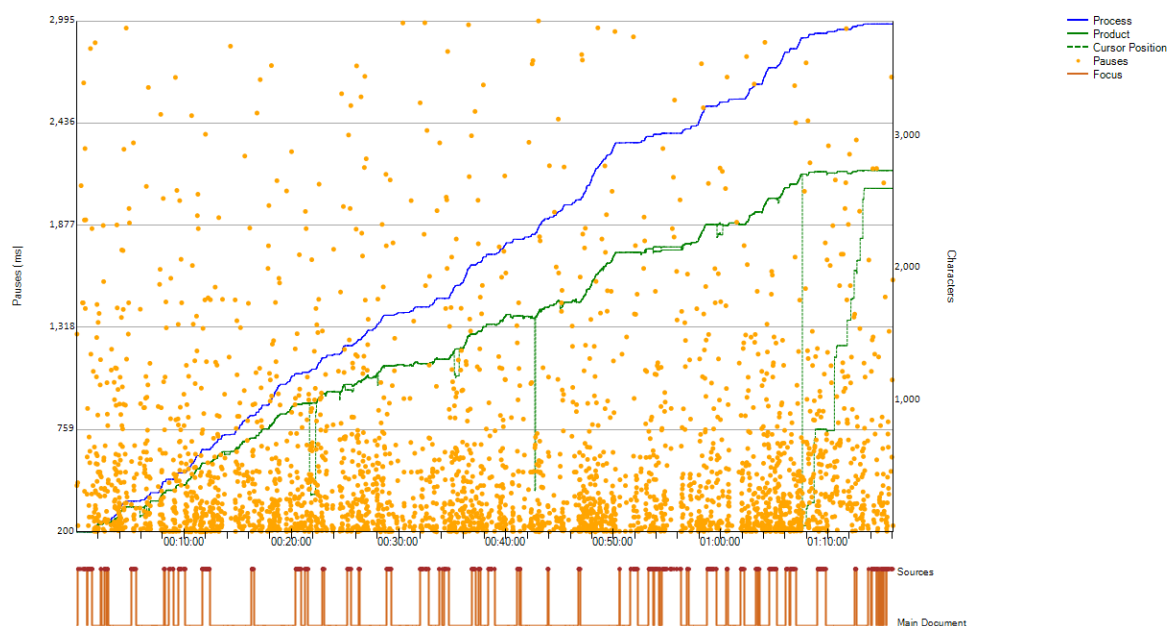


Figure 7-11. Process graph for task 1 by trainee IPSKT 3 (source: Inputlog)

Translation environment: IPSKT 3 worked with a split screen: TT/WB | ST layout. The TT was typed, in several sentences a “foothold” first word was followed by a pause. The cursor was easy to spot, which seems helpful, but an uncomfortable TT document scale forced the trainee to slide text in the window to read a complete sentence (see Figure 7-12). The scale was adjusted halfway through the process. As work progressed, IPSKT 3 sometimes returned to earlier parts to correct something they remembered. The final revision phase started from segment 274, at 1:06:10 on screen recording (15 segments, some 6 minutes on the screen recording) and included 5 FILLER segments and 6 CHG segments. TSF reveals a few long production stretches and lots of “staccato” work, mainly in two scenarios where IPSKT 3:

- either starts typing in TT, then changes their mind, backspaces, writes again, backspaces, etc.;
- or makes many typos and quickly corrects them (sometimes a whole word is backspaced and retyped instead of changing just the ending).

Knowledge, skills: *Najemca* and *Wynajmujący* were chosen as the equivalents of *Renter* and *Owner* without any hesitation (*Właściciel* was added later – see Figure 7-12). The expression *is free to* was also spontaneously rendered as *może*, while *licence to drive* as *dokument uprawniający do jazdy*, which demonstrates some familiarity with the legal language. Other signs of register awareness included changing *auto* to *pojazd* after using GT to solve another translation doubt or, as the trainee was typing *dokonał* (which would have to be followed with *sprawdzenia*), they quickly changed it to *sprawdził*.

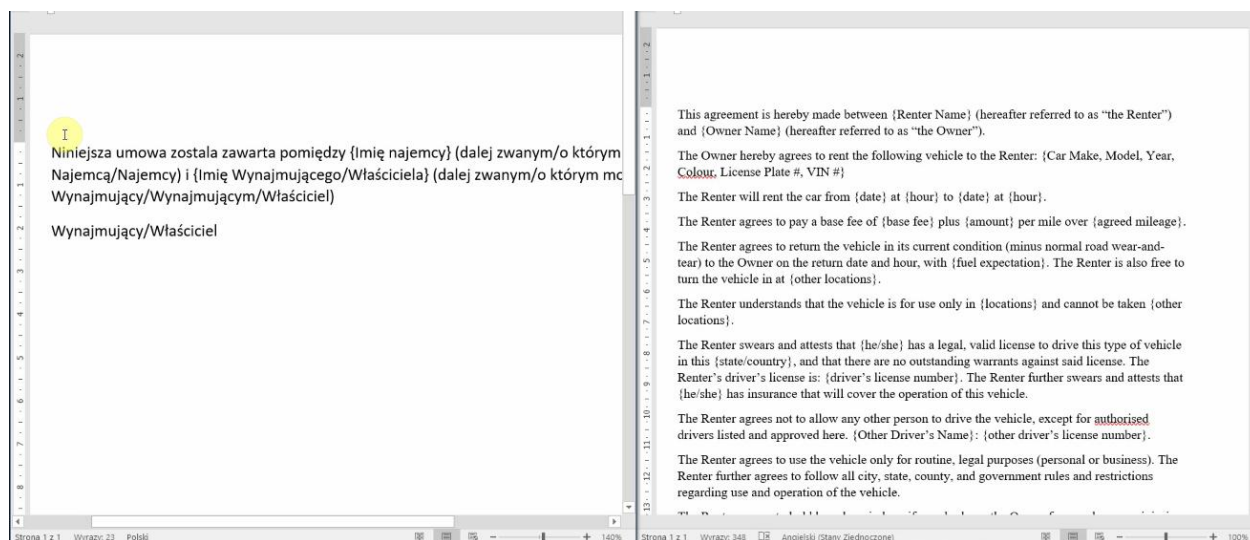


Figure 7-12. Screen split, large cursor, uncomfortable scale, multiple alternatives (IPSKT 3)

Spotting translation problems: Doubts were marked with question marks until revision. Sometimes two versions were used, e.g. *base fee* was rendered as *zaliczka/opłata wstępna* (Figure 7-13). IPSKT 3 checked the equivalents of *location* to confirm that *miejsce* was acceptable (but *lokalizacja* was used as well). IPSKT 3 sometimes checked their intuitions as a NS, e.g. the meaning of the Polish word *eksploatacja* as closer to *maintenance* (see Figure 7-14) or the preposition in the expression *zwolnienie z/od odpowiedzialności* (see Figure 7-15). Judging by the length of pauses, the “hold harmless” clause was a major stumbling block, but longer pauses occurred also around *per mile over (agreed mileage)* or *cleaning fees*.

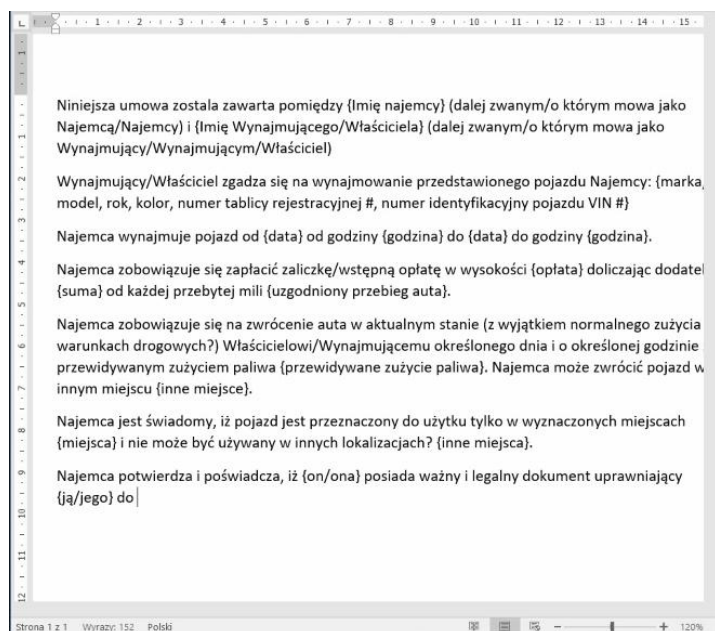


Figure 7-13. Sentence with two ST binomials rendered by IPSKT 3 as two TT binomials (last sentence)

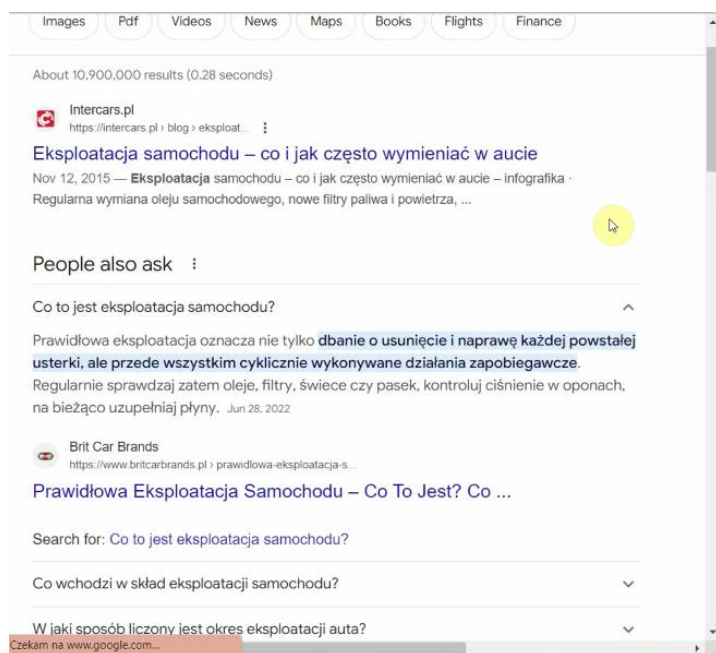


Figure 7-14. Definition of eksploatacja found by IPSKT 3

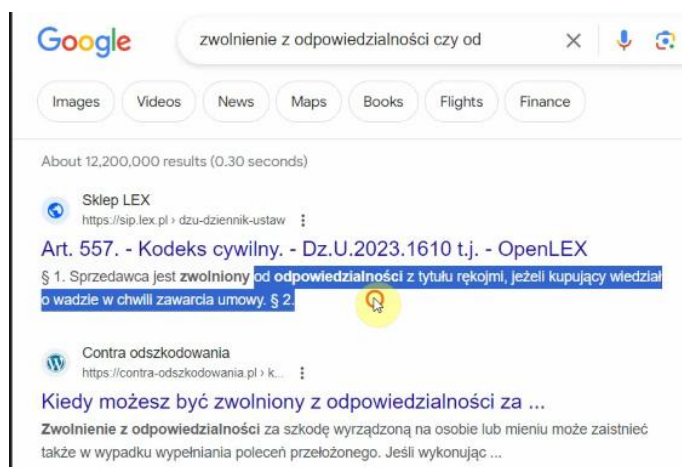


Figure 7-15. Search performed by IPSKT 3 to establish the correct preposition in Polish

Sources of information: Sources ranged from a general bilingual dictionary (Diki) and monolingual dictionaries of both English and Polish to GT and Reverso, to an article on indemnification clauses downloaded from a Polish law firm's website. Web browser tabs with sources were kept open and revisited. Diki dictionary was sometimes used without a cross-check, but often combined with another source: concordancer, MT engine, dictionaries of collocations or synonyms (both in English and in Polish), Polish (general) monolingual dictionary. A very intensive search concerned the "hold harmless" clause led the trainee to read an article about indemnification clauses (in Polish).

Skills deficits, errors: The translation contains a lot of alternatives as renditions (see Figure 7-12), which may suggest unfinished searches or a stable trait of uncertainty. There are some rather literal renditions: binomials were rendered as binomials (see Figure 7-13), e.g. *routine and legal* as *rutynowe i legalne*,

similarly *name* was translated as just *imię* (*first name*), *license plate #* as *numer tablicy rejestracyjnej #* (rather than *numer rejestracyjny*), and *agrees* as *zgadza się* (*consents*). The term *driver's license* was rendered as *tablica rejestracyjna*, while *zobowiązać się* was used with a wrong preposition (*na*), though *zobowiązać się do* was used as well. Probably lack of knowledge about insurance resulted in an awkward rendition of the phrase *insurance that will cover the operation of the vehicle* as *ubezpieczenie pokrywające działania przy eksploatacji tego pojazdu*, which could be interpreted as insurance paying for car maintenance. Interestingly, having found that *eksploatacja* meant *maintenance* in the context of vehicles, IPSKT 3 decided not to use it at first, but reverted to it in subsequent paragraphs.

7.2.2.2 Task 2

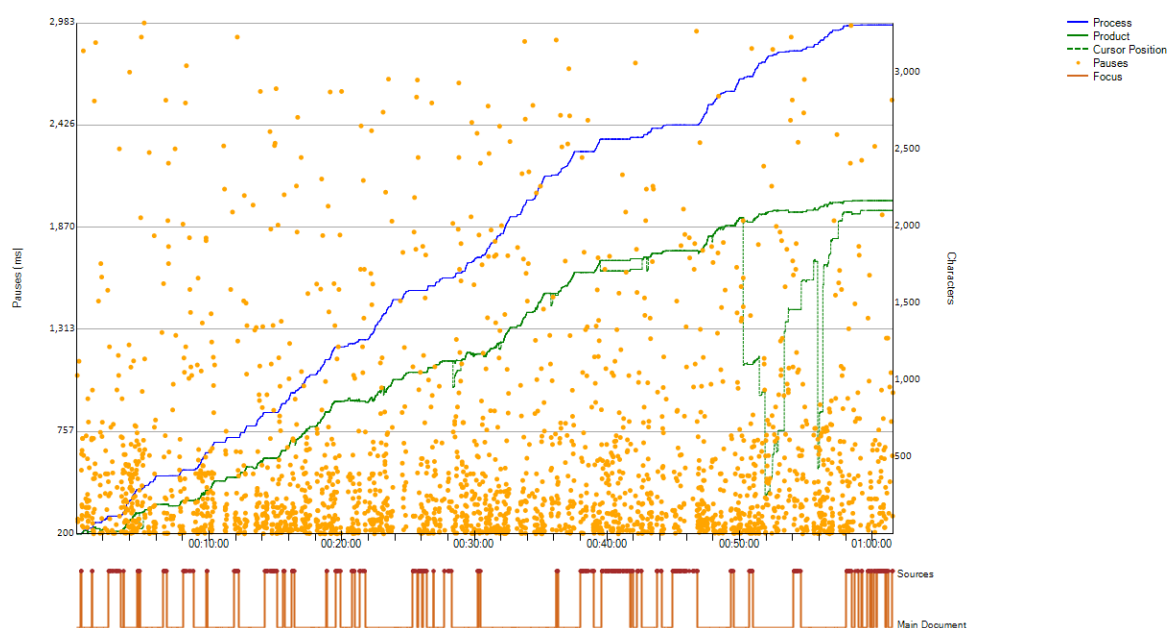


Figure 7-16. Process graph for task 2 by trainee IPSKT 3 (source: Inputlog)

Translation environment and process: IPSKT split their screen in the same way as before (TT/WB | ST layout). At the start of the recording, the WB with several tabs was ready for use (the same dictionaries as in task 1, DL and a website on real estate). There were more SEARCH segments, although the overall process was shorter. Revision phase started from segment 270, at 50:26 on screen recording. The trainee first dealt with highlighted items, then full text revision followed, where they mainly corrected typos or grammatical agreement and made small changes. In total, revision comprised 34 segments (some 9 minutes of screen recording), including 16 CHG segments and 11 FILLER segments. IPSKT 3 often rushed to delete an unfinished sentence or expression, rather than tweak or partly reuse it, and sometimes retyped it later. There were more long text production stretches than in task 1 (sometimes straddling sentence boundaries), but some “staccato” work, too.

Knowledge, skills: The trainee exhibited growing familiarity with the legal register, both terminology (*lokal, posesja, przedmiot najmu*) and phraseology (*zaliczyć/przeznaczyć na poczet, zamieszkiwać* as a non-obvious rendition of *occupy*).

Spotting translation problems: Some searches were aimed at checking the Polish usage or confirming NS intuitions (e.g. the difference between verbs *nająć* and *wynająć* or prepositional constructions, see Figure 7-17 and Figure 7-18), which may signal the trainee was aware of the likelihood of SL interference or did not trust their command of their mother tongue too much. Long pauses were made before the provision on the parties' mutual promises or expressions such as: *clean and sanitary, business, trade or profession, covenant*. Some doubts about the choice of words (*posesja, kontrola*) or whole sentences (statement of mutual performances, ban on using deposit for rent) were marked with yellow highlight on the TT. Also the search for *reasonable access* demonstrated that the trainee realised how important *reasonable* is.

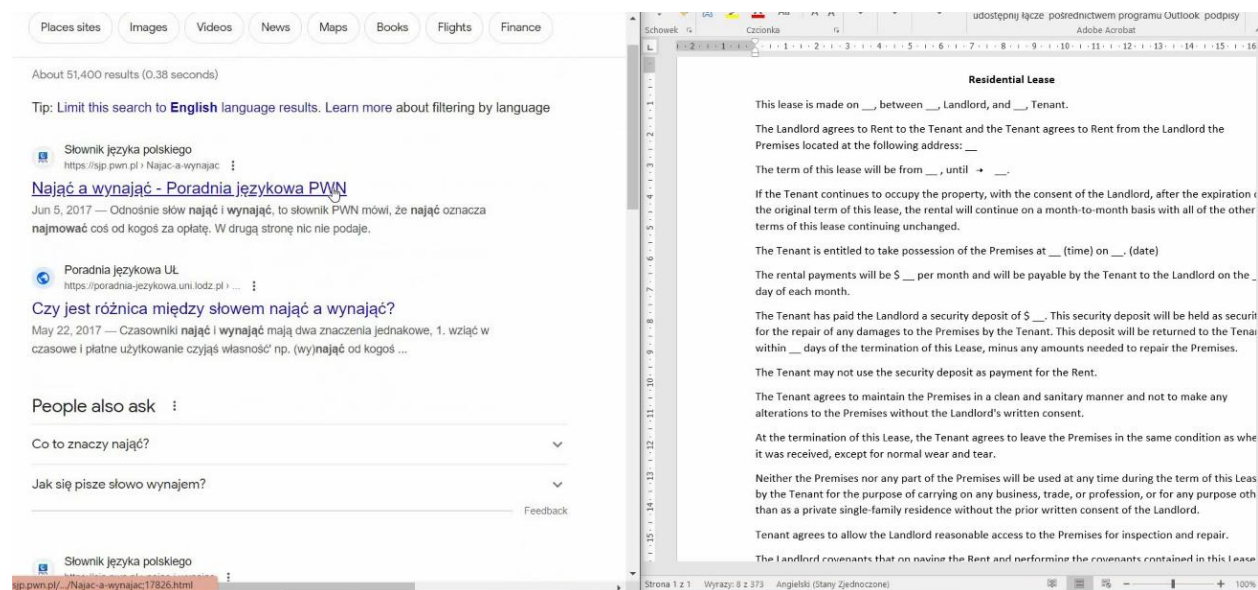


Figure 7-17. A search to understand the difference between Polish verbs *nająć* and *wynająć* performed by IPSKT 3

Sources of information: This time, IPSKT 3 made fewer searches, but they were longer and more varied sources were used. There was a search for a PT in the first minutes of work. The trainee used more encyclopaedic sources this time, e.g. Quora.com, and looked for information about the situation in the target legal system or Polish legal language (see Figure 7-19). IPSKT 3 seemed to compare the output generated when phrases or full sentences were input in DL (compare Figure 7-20 and Figure 7-21), which seemed a regular strategy (used also in task 1). Some search expressions were copied directly from the ST, the trainee used quotation marks in search expressions (e.g. *"reasonable access" lease*).

Skills deficiencies, errors: Some terms (though fewer than in task 1) were still rendered as alternatives or several versions were used together. Not all solutions were acceptable, but the trainee identified them and at least made some effort to solve them. Some searches were ineffective due to:

- the way sources operate, e.g. a phrase typed in a dictionary is split into two words;

- the nature of the searched item, e.g. both a GS for *covenant* and a lookup in a general dictionary (Bab.la) result in many examples of biblical language;
- insufficient attention paid to information contained in sources, e.g. even though IPSKT 3 found a definition of *month-to-month lease*, the focus was mainly on the time expression, so the relevant legal information was disregarded, and the trainee continued the search in DL, where the translations were acceptable, though not specific to leases.

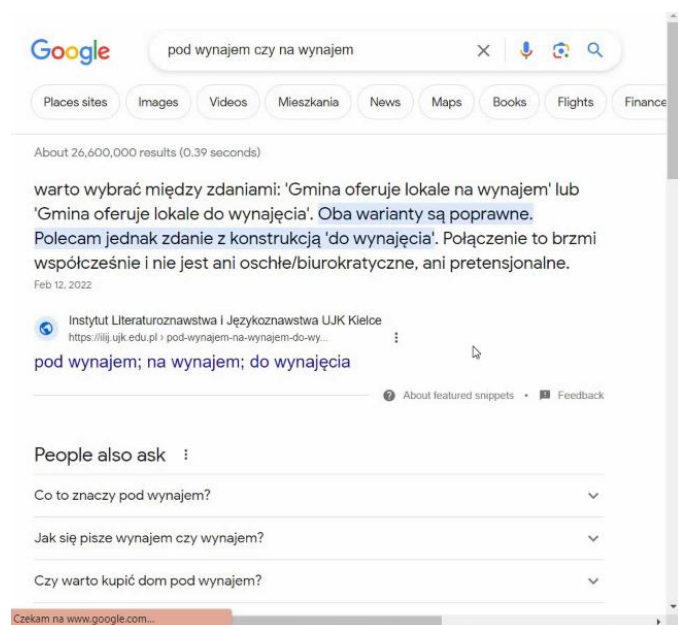


Figure 7-18. A search to determine the correct Polish preposition performed by IPSKT 3

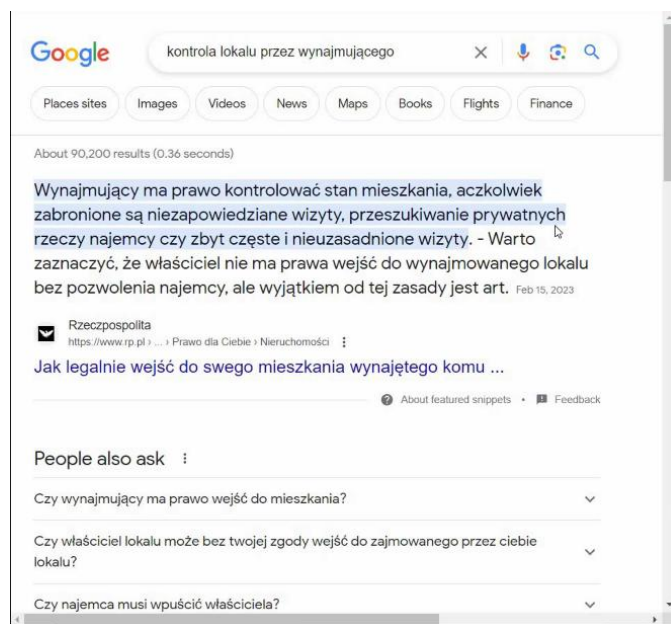


Figure 7-19. Search for information about the target legal system or target legal language performed by IPSKT 3

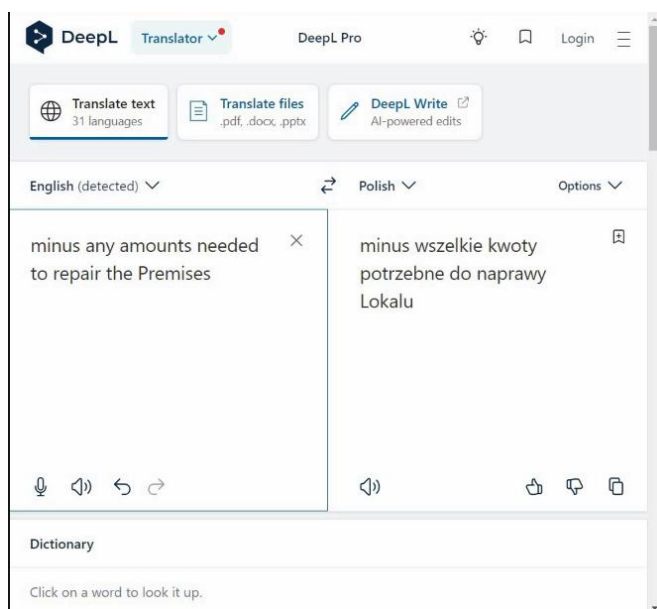


Figure 7-20. DL used by IPSKT 3 to translate a phrase

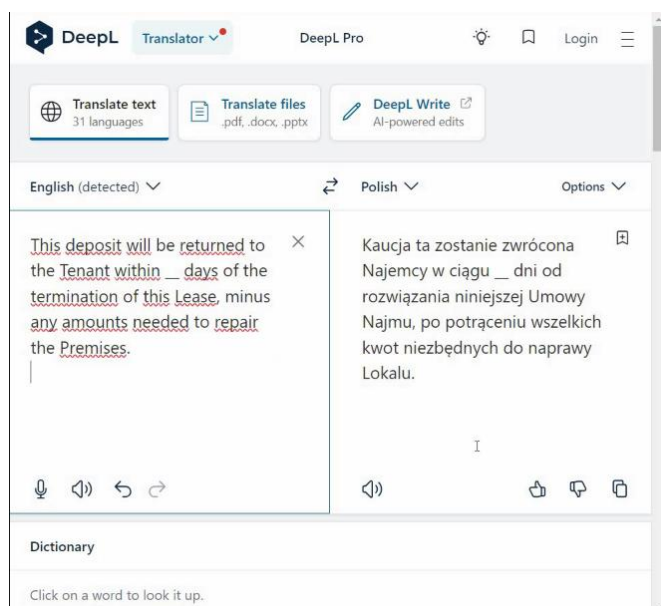


Figure 7-21. DL used by IPSKT 3 to translate a sentence containing the phrase of interest, with improved output

7.2.3 IPSKT 12: TSF and screen recordings

There was considerable disagreement on the progress made by IPSKT 12: according to two experts they made progress, either considerable (from 76.3% to 90.0%) or slight (from 88.8% to 90.0%), while for the third one there was a deterioration in performance (from 86.3% to 82.5%).

Parameter	Task 1	Task 2	Change
Total Process Time	01:15:08	01:06:36	-8:32
Total Pause Time	00:44:56	00:39:52	-5:04
Total Active Writing Time	00:30:11	00:26:43	-3:28
Proportion of Pause Time	59.82%	59.87%	+0.05
Total # of Pauses	2627	1958	-669
Median Pause Within Words (s)	0.296	0.296	0.000
Median Pause Between Words (s)	0.668	0.562	-0.106
# of segments (total)	263	243	-20
# of ADD segments	151	98	-53
# of CHG segments	31	22	-9
# of SEARCH segments	27	25	-2
# of MIX segments	15	24	+9
# of FILLER segments	4	57	+53
# of HCI segments	35	17	-18

Table 7-7. Selected data provided by Inputlog and numbers of segments determined in TSF analysis for trainee IPSKT 12

7.2.3.1 Task 1

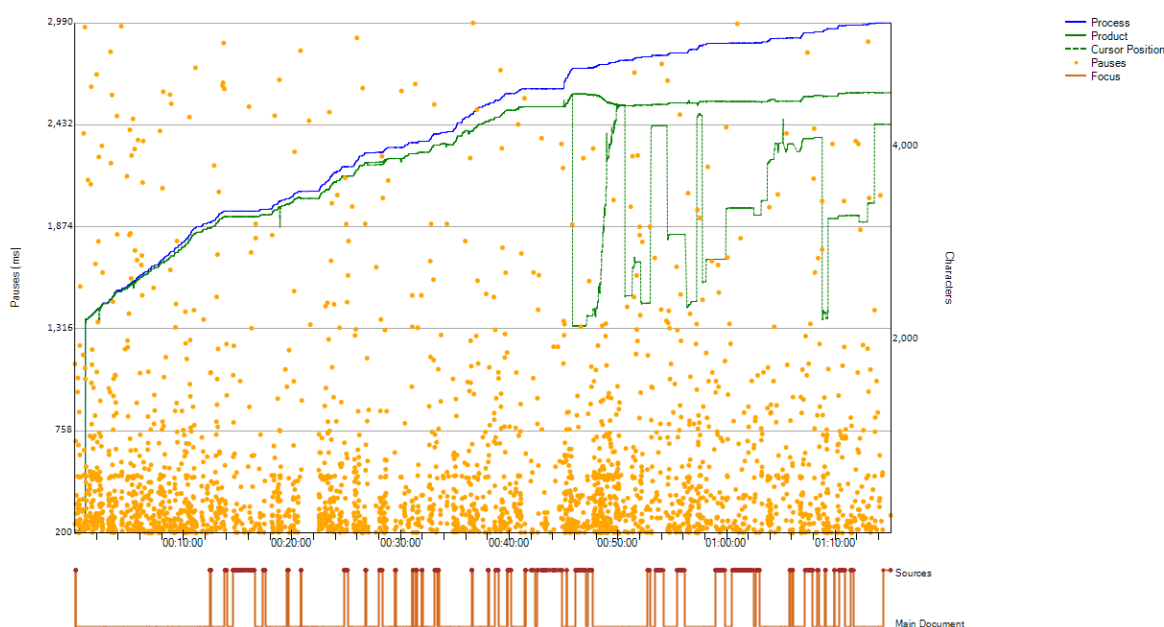


Figure 7-22. Process graph for task 1 by trainee IPSKT 12 (source: Inputlog)

Translation environment and process: IPSKT 12 worked in a single document with the TT typed under the ST, but for revision the texts were aligned on two pages of the same document. There was no orientation phase (or it was not recorded). As the trainee progressed, in some sentences the first word was translated (“foothold”) and then they paused – perhaps to read the rest of the sentence – or made searches, while in others longer pauses preceded translating the whole sentence. There is one very long pause (37,567 ms) after a pop-up alert, which may be unrelated to the task. Revision started immediately, mid-segment, from segment 197 (45:48 on screen recording) and lasted 28:39 minutes. It included only 6 SEARCH

segments and 5 MIX segments, but 29 CHG segments, out of the total numbers of such segments, which were 27, 15 and 31, respectively. Some major changes were made during revision, including parties' names (*wypożyczający* → *najemca*, *właściciel* → *wynajmujący*) and the name of the relationship *wynajem* → *najem*, all on the basis of a downloaded PT. The second round of revision was focused on polishing the TT.

Knowledge, skills: The trainee spontaneously used some good solutions, e.g. *imię i nazwisko/nazwa*, *VIN*, *dokument uprawniający do prowadzenia*. Two pronouns *go/ją* were introduced where there was no *him/her* in the ST, but were not used where they were not needed in the TT, though *he/she* was used in the ST. IPSKT 12 reduced the triplet in the "hold harmless" clause, but based on GT output alone (revisited during revision). In the interview, IPSKT 12 admitted that they were a beginner but as a philology student they had been exposed to diverse texts and had to analyse grammar and syntax (which is useful in LT).

Spotting translation problems: Two doubts (*outstanding warrants* and *county*) were highlighted in yellow in the ST, while the sentence with *outstanding warrants*, after an inconclusive search (including unhelpful results on a legal website, see Figure 7-23) and some twenty equivalents yielded by GT, was left unfinished with an ellipsis until revision. There were not many online searches, but they concerned mainly legal terms or near synonyms appearing in binomials.

Sources of information: Searches used sources such as ProZ.com, Linguee and Reverso concordancers, Law Insider website or a definition displayed in full on GS results screen, but mostly dictionaries, including GT used as a dictionary, and concordancers. The trainee sometimes refined GS results in a very simple way, by adding *po polsku* (*in Polish*) or *znaczenie* (*meaning*) to the search expression. GT was used for short phrases, like *routine purposes*, *legal purposes* or *county rules and restrictions*. At first IPSKT 12 typed them, then started copying from the ST and pasting. A PT was used, although only in revision; using it earlier to find parties' names would have saved a lot of time. IPSKT 12 opened promising links from GS results in separate tabs and – as cursor movements seem to demonstrate – carefully read examples of translations in concordancers.

Skills deficits, errors: In most cases *agree* was translated in the sense of consent. The term *registration plate #* was also rendered literally (instead of *numer rejestracyjny*). In case of *mileage*, the typical equivalent was used (*przebieg*), while *injuries* were rendered as one of dictionary equivalents (*okaleczenia*), without checking if it is used in legal context. A polysemous word *amount* was translated in the sense of 'quantity' instead of 'sum of money'. The parties' names were changed manually in the whole contract, without automatic search or replacement, which was rather time-consuming. *Outstanding warrants* were rendered as *postępowania karne* (*criminal proceedings*) a long time after an inconclusive search; the decision seemed loosely connected with the search results.

Outstanding Warrants definition

Filter & Search

Definition: Outstanding Warrants

Contract Type

Jurisdiction

Country

Include Keywords

Exclude Keywords

Additional filters are available in search

Open Search

Related Definitions

Outstanding Shares

Open Split View

Share 99 Cite

Outstanding Warrants means those Common Share purchase warrants of the Corporation that are issued and outstanding as of the date hereof which entitle the holders thereof to acquire Common Shares in accordance with the terms and conditions of the governing certificates or indentures evidencing such warrants.

Sample 1 Sample 2 Sample 3 Based on 9 documents Save Copy

Outstanding Warrants means the Warrants outstanding as of immediately prior to the Effective Time.

Sample 1 Sample 2 Sample 3 Based on 4 documents Save Copy

Outstanding Warrants means, in relation to a Series of Warrants, all the Warrants issued except (a) those that have been exercised and settled in accordance with these Conditions; (b) those in respect of which the relevant Settlement Date (as defined in Condition 22(e) (General)) has occurred and the settlement moneys have been duly paid to the Trustee or to the Warrant Agent in accordance with Clause 2 (Issue of Securities, Entering into Transactions and Covenant to Pay) of the Principal Trust Deed and remain available for payment against presentation and surrender of Warrants; (c) those that have become void; (d) those in respect of which the expiration date has occurred where Automatic Exercise did not apply and which were not exercised in accordance with the Conditions; and (e) those that have been purchased and cancelled as provided in these Conditions; provided that for the purposes of (i) ascertaining the right to attend and vote at any meeting of the Warrantholders; (ii) the determination of how many Warrants are unexercised for the purposes of Conditions 11 (Events of Default), 12 (Enforcement) and 13 (Meetings of Holders, Modification, Waiver and Substitution); and (iii) the exercise of any discretion, power or authority that the Trustee is required, expressly or impliedly, to exercise in or by reference to the interests of the Warrantholders, those Warrants that are beneficially held by or on behalf of the Issuer and not cancelled shall (unless no longer so held) be deemed not to be Outstanding Warrants.

Sample 1 Sample 2 Sample 3 Based on 4 documents Save Copy

Figure 7-23. Potentially misleading information about outstanding warrants in a different sense than that used in task 1, found by IPSKT 12

7.2.3.2 Task 2

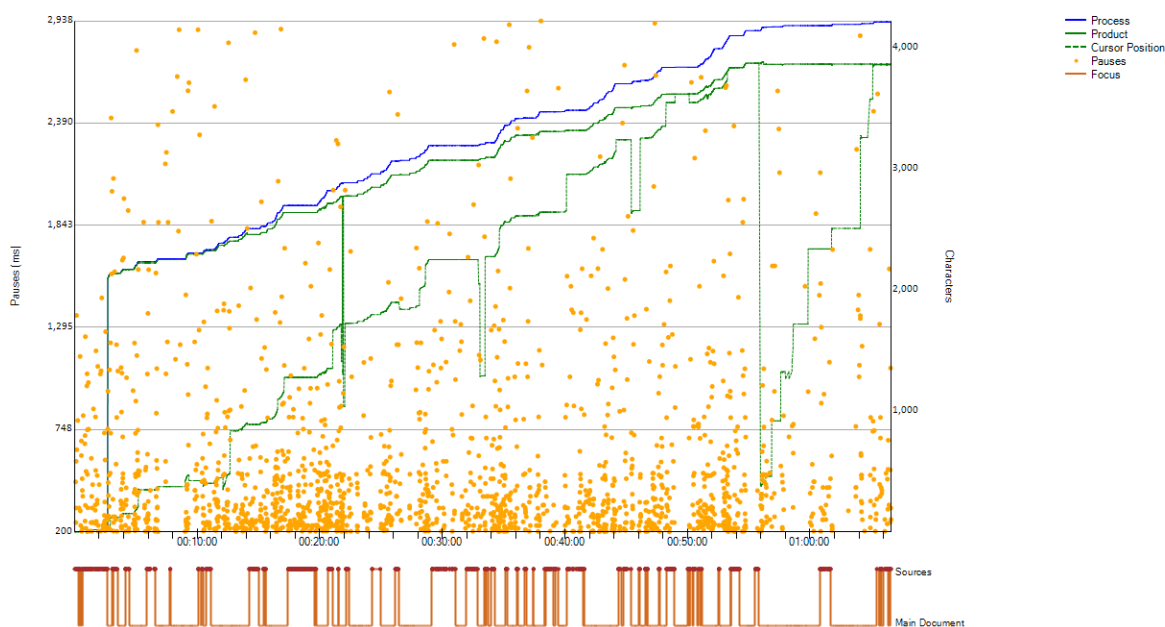


Figure 7-24. Process graph for task 2 by trainee IPSKT 12 (source: Inputlog)

Translation environment and process: This time, the TT was typed under the ST (pasted into the TT in full), paragraph by paragraph – see Figure 7-25. The trainee used two screens, which was certainly an advantage in terms of work ergonomics, but resulted in loss of some data from screen recordings. The trainee worked more fluently: the number of ADD segments decreased and some word order changes

were made as soon as when typing the first draft. But this time there were also pauses or searches after the first word in a sentence (“foothold”). There were many more FILLER segments and fewer HCI segments, which could be due to quiet reading or less erratic mouse movements, but IPSKT 12 hypothesises these might correspond to leaving their desk to take a break and ask family members (“home experts”) for suggestions. This would be consistent with periods of inactivity on the process graph. The trainee reports that this time they felt more efficient, less nervous, which they attribute to greater familiarity with the topic as a result of exercises between tasks.

Revision started from segment 201 (55:19 on screen recording) and was shorter than in task 1 – ca. 11 minutes. The trainee reports there was also a final review before submission (not recorded). In revision phase, there were mainly small lexical changes (12 CHG segments in total), such as *wystarczający* (sufficient) → *zadowalający* (satisfactory), changes of prepositions, grammatical agreement, capital letters. In addition there are some long pauses and 26 FILLER segments in revision.

Knowledge, skills: The trainee quickly realised that *okupować* was a wrong rendition of *occupy the Premises* or that aspect mattered in the translation of *performing covenants* (not one-off activity). Also, they used *kaucja* as the equivalent of *deposit* without hesitation.

Spotting translation problems: There were long pauses before the “usual suspects”: the provision on parties’ mutual promises, in the provisions about deposit (a number of pauses), before the covenant of quiet possession or the expressions (*rental*) *on a month-to-month basis* and *reasonable access*. Most pauses were followed by searches, which confirms realisation of insufficient knowledge or uncertainty.

Sources of information: Searches were not recorded, but during the interview IPSKT 12 reported using two PTs (Polish leases), ProZ.com (10 visits in ProZ.com translation glossaries in Inputlog data), Collins and Diki dictionaries, translating full sentences in DL, checking Polish phrases to make sure they are used, as well as GSs for specific terms. Inputlog recorded a search for a provision of the Civil Code. Sources were consulted from the very start, including ProZ.com and a PT used during first minutes. Only a PT was used during revision and led to changes such as *użyczeniu* → *używaniu*, *rozwiązaniu* → *zakończeniu*.

Skills deficits, errors: The searching skills cannot be assessed since searches were not recorded. Although IPSKT 12 considered this translation even too literal, there are some mistranslations which suggest the approach was freer than they realised, e.g. *użyczenie* (*lending for gratuitous use*) instead of *oddanie do użytkowania* (*letting for use*), *działalność* (*activity*) instead of *działalność gospodarcza* (*business activity*) or *wygaśnięcie niniejszej umowy* (*expiration of this contract*) as the translation of *expiration of the original term of this lease*, while *reasonable access* is not mentioned in the TT at all. There is also a change of modality: the right to take possession is changed into *wyदानie nastąpi* (*delivery shall take place*).

Umowa najmu lokalu mieszkalnego

This lease is made on __, between __, Landlord, and __, Tenant.

Umowa zawarta w dniu __, pomiędzy __, zwanym dalej Wynajmującym, a __, zwanym dalej Najemcą.

The Landlord agrees to Rent to the Tenant and the Tenant agrees to Rent from the Landlord the Premises located at the following address: __.

Wynajmujący zobowiązuje się do oddania Najemcy do używania lokalu w __, przy ul. __, a Najemca zobowiązuje się na wynajęcie tego lokalu.

The term of this lease will be from __, until __.

Umowa zostaje zawarta na okres od __, do __.

If the Tenant continues to occupy the property, with the consent of the Landlord, after the expiration of the original term of this lease, the rental will continue on a month-to-month basis with all of the other terms of this lease continuing unchanged.

Jeśli Najemca, za zgodą Wynajmującego, będzie nadal zajmował lokal po wygaśnięciu niniejszej umowy, będzie ona co miesiąc odnawiana, a pozostałe postanowienia nie ulegną zmianie.

The Tenant is entitled to take possession of the Premises at __ (time) on __. (date)

Wydanie lokalu Najemcy nastąpi w dniu __, o godzinie __.

The rental payments will be \$ __ per month and will be payable by the Tenant to the Landlord on the __ day of each month.

Czynsz wynosi __ zł/\$ miesięcznie i będzie opłacany __ dnia każdego miesiąca.

The Tenant has paid the Landlord a security deposit of \$ __. This security deposit will be held as security for the repair of any damages to the Premises by the Tenant. This deposit will be returned to the Tenant within __ days of the termination of this Lease, minus any amounts needed to repair the Premises.

Najemca zapłacił Wynajmującemu kaucję w wysokości __ zł/\$. Ma ona na celu zabezpieczenie Wynajmującego przed ewentualnymi szkodami wyrządzonymi przez Najemcę. Zwrot kaucji pomniejszonej o koszty naprawy nastąpi w przeciągu __ dni od zakończenia niniejszej umowy.

The Tenant may not use the security deposit as payment for the Rent.

Najemca nie może użyć kaucji do opłacenia czynszu.

The Tenant agrees to maintain the Premises in a clean and sanitary manner and not to make any alterations to the Premises without the Landlord's written consent.

Figure 7-25. Document with ST paragraphs followed by TT paragraphs in task 2 performed by IPSKT 12

7.2.4 IPSKT 14: TSF and screen recordings

The performance of IPSKT 14 improved according to all three assessors, with the scores rising rather unevenly: from 68.8% to 82.5%, from 81.3% to 83.8% and from 82.5% to 90.0%.

Parameter	Task 1	Task 2	Change
Total Process Time	00:59:08	00:47:22	-11:46
Total Pause Time	00:34:06	00:26:47	-7:19
Total Active Writing Time	00:25:01	00:20:34	-4:27
Proportion of Pause Time	57.67%	56.56%	-1.11
Total # of Pauses	2119	1691	-428
Median Pause Within Words (s)	0.224	0.232	+0.008
Median Pause Between Words (s)	0.520	0.505	-0.015
# of segments (total)	262	192	-70
# of ADD segments	67	55	-12
# of CHG segments	23	12	-11
# of SEARCH segments	25	13	-12
# of MIX segments	45	54	+9
# of FILLER segments	71	33	-38
# of HCI segments	31	25	-6

Table 7-8. Selected data provided by Inputlog and numbers of segments determined in TSF analysis for trainee IPSKT 14

7.2.4.1 Task 1

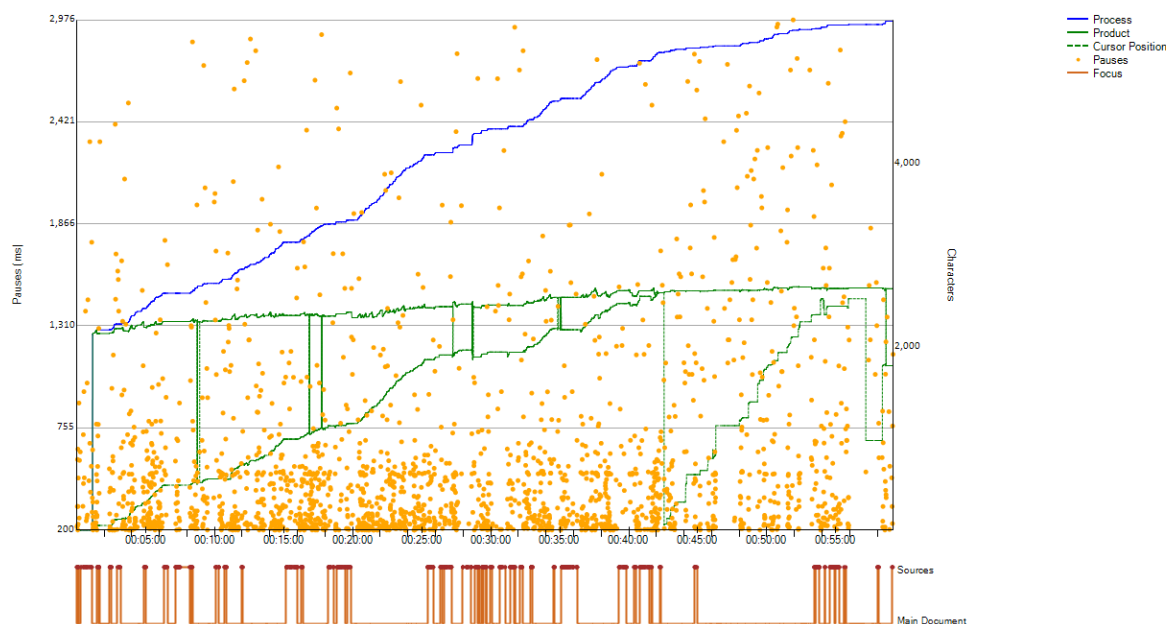


Figure 7-26. Process graph for task 1 by trainee IPSKT 14 (source: Inputlog)

Translation environment and process: The ST was copied into the TT file, with TT typed left of ST (in the same line) or overwritten on ST. Fragments of the ST were deleted once a TT unit was finished. There were many MIX and FILLER segments. MIX segments often corresponded to IPSKT 14 finishing a search and immediately starting to type the TT (fluent switching between SEARCH and ADD) or typing the TT and quickly deleting a piece of ST (ADD and HCI). FILLER segments corresponded to reading. IPSKT 14 is used to working slowly initially and picking up speed as they progress with a given text (usually long documents).

The trainee performed a two-stage revision. There were many changes and one search during the first – bilingual – revision (from segment 172 or 41:08, some 15 minutes). The second one (from segment 248, some 3 minutes) seemed a final, monolingual re-read of the TT. The ST was reopened for the first round of revision in a side-by-side view. In total, revision included 51 FILLER, 3 SEARCH and all 23 CHG segments.

Knowledge, skills: IPSKT 14 showed good analytical skills, as demonstrated by their ability to distinguish the different meanings of *damages* (as ‘destroyed objects’ or ‘money to pay’), which discovery started from checking the participle *incurred* and detecting the term *damage fee* in the expression *damages or cleaning fees* (see Figure 7-27). A few less felicitous spontaneous solutions were improved after a while, e.g. the translation of *name* as *imię* (*forename*) was changed to *imię i nazwisko* (*forename and surname*), while *amount* was first translated as *ilość* (*quantity*) and then replaced with *kwota* (*sum of money*). The trainee often used keyboard shortcuts to move between apps. They also made several attempts to activate Word's spellcheck function, which was disabled by Inputlog.

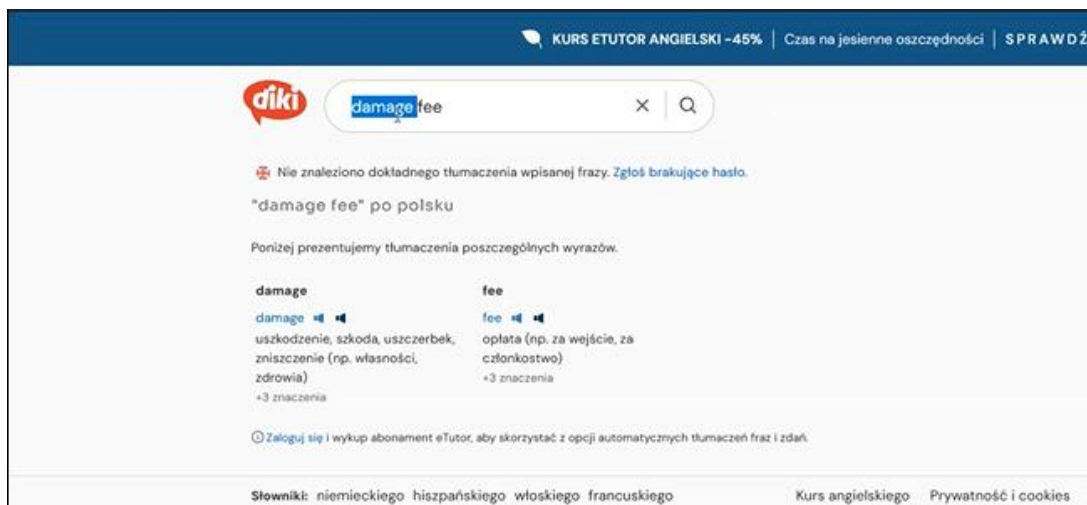


Figure 7-27. A moderately helpful dictionary result that started a successful search for damages fees performed by IPSKT 14

Spotting translation problems: IPSKT 14 highlighted doubts in yellow and checked them as soon as they encountered them. In the interview, they said this was the usual work arrangement (screen) and time management (checking terminology early on, two revisions), but working in a new field they felt that insufficient knowledge about Polish law was a hindrance. Search behaviours reveal a mature, cautious approach, evidenced by searches to confirm a known term *zużycie* (*wear and tear*) or Polish spelling, as well as to test several candidate terms (e.g. *opłata podstawowa*, *cena podstawowa*, *kwota bazowa*) or to establish a term's collocations (*odebranie/pozbawienie prawa jazdy*).

Sources of information: Intensive searching was done at the drafting stage. ProZ.com seemed one of the favourite sources, but the trainee said they had only started using it upon a colleague's recommendation. Diki and GS – with links opened in new WB tabs – were also frequently used. IPSKT showed persistence in and depth of searches: *base fee* was revisited and searched several times; they found a forum discussion about *excessive cleaning or damage fees* (however for English-Italian pair) or information about liquidated damages. In a search for the collocations of a term, the trainee opened a website with Polish legislation (Figure 7-28). Interestingly, some searches seemed to have "delayed utility". For instance, there was no change of administrative units immediately after the search, but later, during the second round of review.

Skills deficits, errors: Despite the conscientious approach, doublets and triplets were retained (but in the "hold harmless" provision the meaning of all three elements was checked. As explained during the interview, the trainee is used to translating very faithfully every single word in technical documents, so they were not ready to "interfere" with the text.

Wolters Kluwer

OpenLEX

Art. 135. - [Zatrzymanie prawa jazdy] - Prawo o ruchu drogowym.

Dz.U.2024.1251 t.j. | Akt obowiązujący

Wersja od: 19 sierpnia 2024 r. do: 31 grudnia 2029 r.

Dziennik Ustaw

Art. 135. [Zatrzymanie prawa jazdy]

1. Policjant:

1) zatrzyma wydane w kraju prawo jazdy za pokwitowaniem w przypadku:

a) uzasadnionego podejrzenia, że kierujący pojazdem znajduje się w stanie nietrzeźwości lub w stanie po użyciu alkoholu albo środka działającego podobnie do alkoholu,

b) gdy upłynął termin ważności prawa jazdy,

c) przekroczenia przez kierującego pojazdem liczby 24 punktów za naruszenie przepisów ruchu drogowego w okresie 5 lat od wydania skierowania na kurs reedukacyjny, o którym mowa w art. 92 ust. 1 pkt 4 lit. a ustawy z dnia 5 stycznia 2011 r. o kierujących pojazdami,

Nasza strona internetowa wykorzystuje pliki cookie. Jeśli zgadzasz się na używanie plików cookie kliknij "Zamknij" lub po prostu kontynuuj przeglądanie. [Uzyskaj więcej informacji lub zmień ustawienia.](#) [Zamknij](#)

komunikacji lub trzy wykroczenia określone w art. 86 § 1, 1a lub 2, art. 86b § 1, art. 87 § 1, art. 92a § 2, art. 92b, art. 97a lub art. 98 ustawy z dnia 20 maja 1971 r. - Kodeks wykroczeń (Dz. U. z 2023 r. poz. 2119),

e) stwierdzenia braku dokumentu, o którym mowa w art. 38 ust. 1 pkt 3a lub 4a, lub prowadzenia pojazdu niewyposażonego w blokadę alkoholową w przypadku, o którym mowa w art. 13 ust. 5 pkt 7 ustawy z dnia 5 stycznia 2011 r. o kierujących pojazdami,

f) popełnienia w okresie próbnym, o którym mowa w art. 91 ustawy z dnia 5 stycznia 2011 r. o kierujących pojazdami, trzech wykroczeń przeciwko bezpieczeństwu w komunikacji lub jednego przestępstwa przeciwko bezpieczeństwu w komunikacji;

2) zatrzyma wydane w kraju prawo jazdy za pokwitowaniem w przypadku ujawnienia czynu polegającego na:

a) kierowaniu pojazdem z prędkością przekraczającą dopuszczalną o więcej niż 50 km/h na obszarze zabudowanym lub

b) przewożeniu osób w liczbie przekraczającej liczbę miejsc określoną w dowodzie rejestracyjnym (pozwoleniu czasowym) lub wynikającą z konstrukcyjnego przeznaczenia pojazdu niepodlegającego rejestracji; przepis nie dotyczy przewozu osób autobusem w publicznym transporcie zbiorowym w gminnych, powiatowych i wojewódzkich przewozach pasażerskich w rozumieniu ustawy z dnia 16 grudnia 2010 r. o publicznym transporcie zbiorowym (Dz. U. z 2023 r. poz. 2778), o ile w pojeździe przewidziane są miejsca stojące;

2a) zatrzyma wydane w kraju prawo jazdy za pokwitowaniem w przypadku ujawnienia podczas kontroli drogowej, że kierowca wykonujący przewóz drogowy, do którego mają zastosowanie przepisy rozporządzenia (WE) nr 561/2006 Parlamentu Europejskiego i Rady z dnia 15 marca 2006 r. w sprawie harmonizacji niektórych przepisów socjalnych odnoszących się do transportu drogowego oraz zmieniającego rozporządzenia Rady (EWG) nr 3821/85 i (WE) 2135/98, jak również uchylającego rozporządzenie Rady (EWG) nr 3045/85 (Dz. U. z 2006 r. L 102 z 1.04.2006, str. 1, z późn. zm.) lub umowy europejskiej dotyczącej pracy załóg pojazdów wykonujących międzynarodowe przewozy drogowo (A1 i R), sporządzonej w Genewie dnia 1 lipca 1970 r., podczas bieżącego dziennego czasu prowadzenia pojazdu wykonywał ten przewóz pojazdem wyposażonym w tachograf;

3) wbrew obowiązkom nie rejestrował za pomocą tachografu na wykresie lub karcie kierowcy wskazów w zakresie prędkości pojazdu, aktywności kierowcy lub przebiegu drogi

Figure 7-28. A legislative instrument opened by IPSKT 14 during a search for collocations

7.2.4.2 Task 2

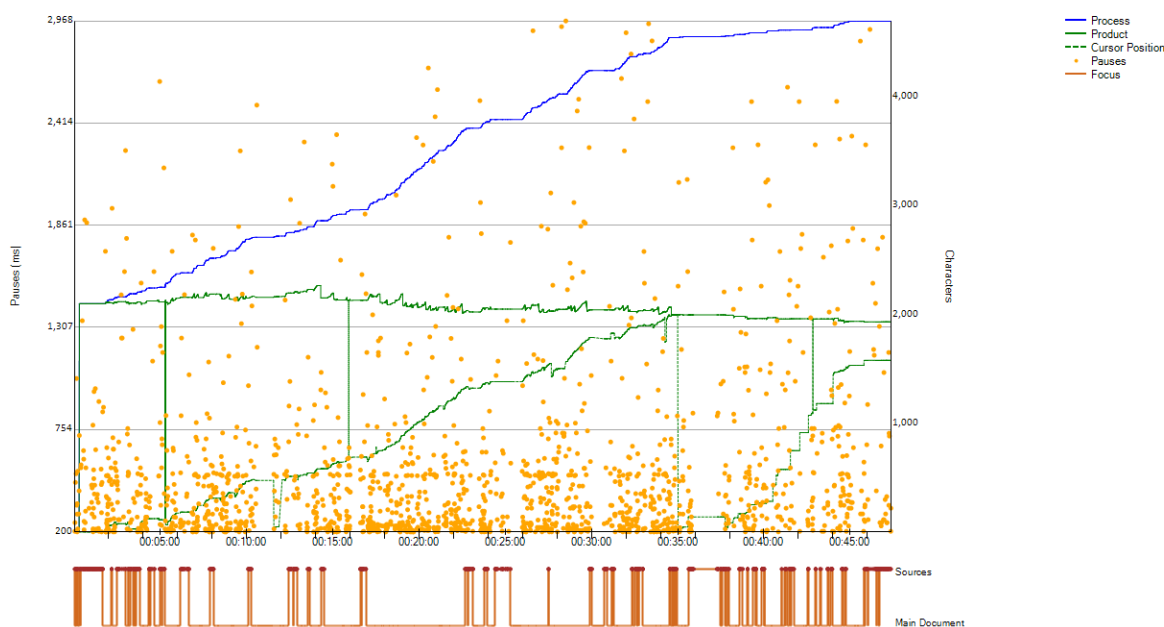


Figure 7-29. Process graph for task 2 by trainee IPSKT 14 (source: Inputlog)

Translation environment and process: The whole process was faster. There were more MIX segments in task 2 than in task 1, probably due to increasing fluency in switching between adding and searching in a slightly more familiar field. Meanwhile, the number of FILLER segments is smaller, which may mean that the topic was easier or that IPSKT 14 had gained expertise in searching for relevant information in the legal

field. Revision began from segment 141 (around 35:00; exact time unknown since the screen recording ended after 5 minutes). In revision there were over half (18) of all FILLER segments, 13 CHG segments and only one SEARCH segment. Many HCI segments corresponded to highlighting parts of text.

Knowledge, skills: According to IPSKT 14, compared to task 1, the differences included greater familiarity with legal terminology and greater readiness to translate in a less literal manner.

Spotting translation problems: The title was not translated first, but IPSKT 14 noticed that the word *contract* was missing in English and should be used in Polish. The parties' names in Polish were double-checked (Figure 7-30) at the very start. There was a long pause before the verb *agrees* was translated as *zobowiązuje się*, but the trainee did recall the newly learnt meaning. There was an interesting check of the meaning of Polish near synonyms: *używanie*, *użytkowanie*, *korzystanie* and several intermediate versions in the TT, but finally the best equivalent in the legal context (*używanie*) was used.

Sources of information: Before starting the translation, IPSKT 14 looked up information about residential leases in Poland in English and links from the list of GS results were opened in new tabs (e.g. Figure 7-31). Moreover, 2 PTs were downloaded early, around 4 minutes into the task, and were used extensively during revision (several sentences from the PT proved useful). According to IPSKT 14, this time they used many more sources – new ones included Reverso, Linguee, Bab.la and PTs. TSF data indicate fewer searches, but some were much longer than in task 1.

Skills deficits, errors: *Wear and tear* was not translated, but explained on the basis of definition. The covenant of quiet possession was translated literally, with reduced multinomials, instead of the proper term.

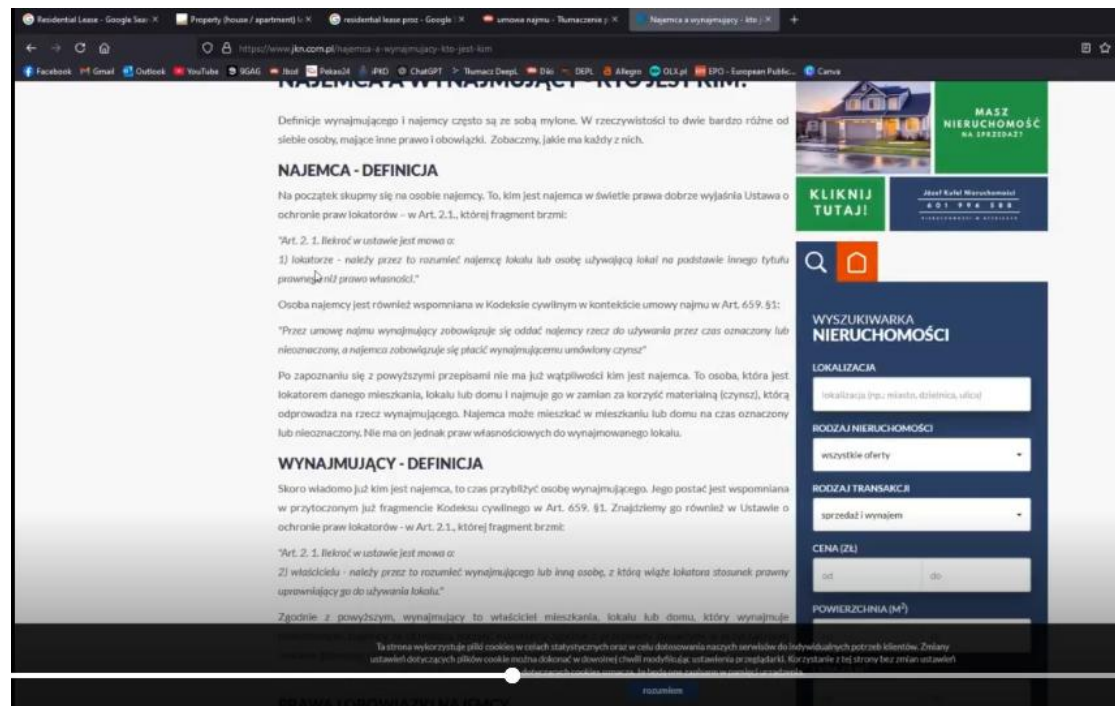


Figure 7-30. Information about the names of parties to a lease in Polish double-checked by IPSKT 14 during task 2

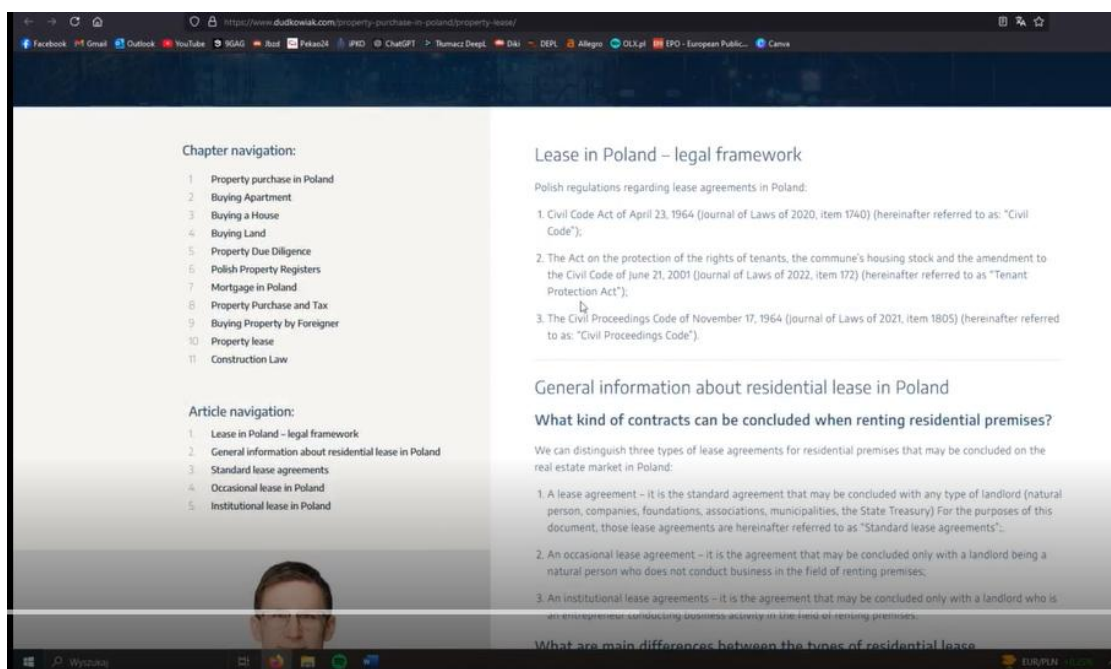


Figure 7-31. Information about residential leases in Poland in English used by IPSKT 14 during task 2

7.2.5 TEPIS 2: TSF and screen recordings

TEPIS 2 improved their performance according to two assessors – from 71.3% to 87.5% and from 81.3% to 85.0%, but scored lower on task 2 according to the third one – a decrease from 91.3% to 86.3%.

Parameter	Task 1	Task 2.1	Task 2.2	Change
Total Process Time	00:45:25	00:16:17	08:01:42*	-
Total Pause Time	00:29:12	00:13:12	06:54:46**	-
Total Active Writing Time	00:16:13	00:03:04	01:06:56*	-
Proportion of Pause Time	64.29%	81.12%	96.51%**	-
Total # of Pauses	1548	109	5253*	-
Median Pause Within Words (s)	0.230	0.230	0.260	-
Median Pause Between Words (s)	0.578	N/A	0.558	-
# of segments (total)	157	41	176 ***	
# of ADD segments	78	-	84	
# of CHG segments	3	-	1	-2
# of SEARCH segments	5	2	-	-3
# of MIX segments	13	-	8	-5
# of FILLER segments	24	21	11	+8
# of HCI segments	34	18	67	+21

* Data for the whole day of work, including work on other translations, both in Word and in a CAT tool. The first draft was saved after ca. 22:00 minutes, but the duration of revision cannot be determined.

** Pause time may include work in the CAT tool.

*** Including segments where work on the TT could be detected, often with traces of other tasks in a single segment.

Table 7-9. Selected data provided by Inputlog and numbers of segments determined in TSF analysis for trainee

7.2.5.1 Task 1

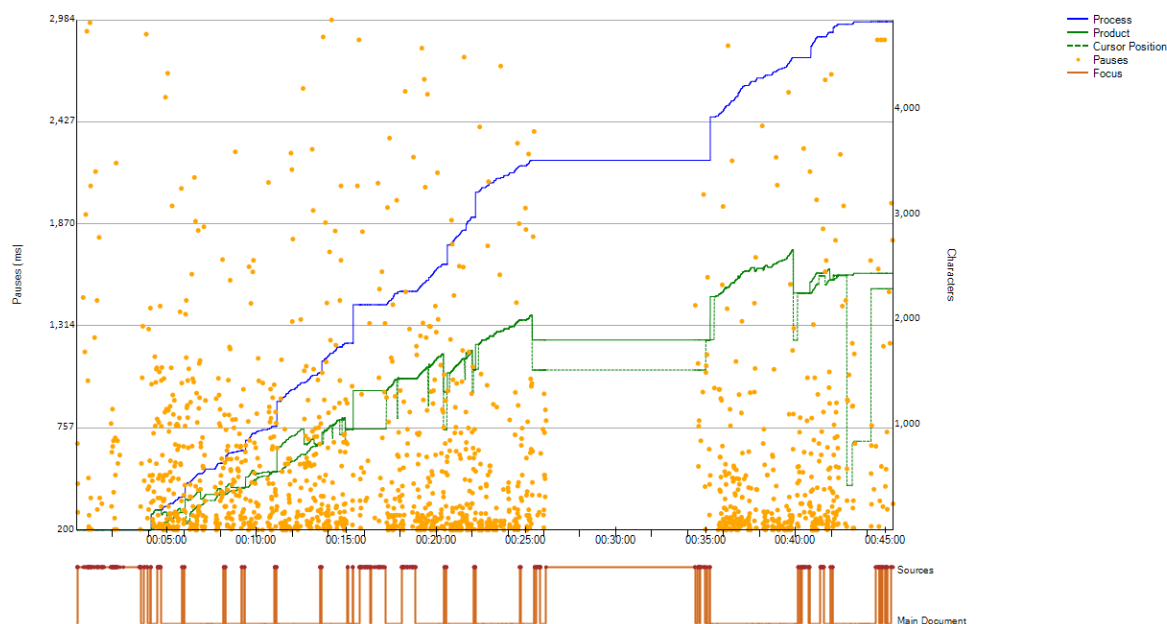


Figure 7-32. Process graph for task 1 by trainee TEPIS 2 (source: Inputlog)

Translation environment and process: TEPIS 2 worked in a single Word document, with the ST pasted into it paragraph by paragraph and deleted once a given paragraph had been translated. Thus, TEPIS 2 alternated between ST, TT and WB windows. There are many HCI segments due to the screen recorder limit: the trainee kept checking how much time was left and started new sessions once the limit was over.

The orientation phase was not recorded, but TEPIS 2 claims to have skimmed the ST before starting the recording. The draft was ready after 42 minutes (segments 15-142), with drafting and revising mixed in the drafting phase (no CHG segments: revisions concerned the last words produced). During very brief final revision (segments 143-157) only a few changes were made. According to TEPIS 2, the final revision is usually longer than in the recording, but they work mostly in a CAT tool, not in Word.

Knowledge, skills: The trainee worked fast (in MIX segments they fluently switched between tasks), with many long stretches of text produced, and few searches. There were no searches relating to cars or driving, since TEPIS 2 had had professional experience working with this terminology before the course. Even the “hold harmless” clause did not seem to cause any problem: there was a pause after the first word in the sentence, but no searches were needed. TL terms were sometimes used automatically and then corrected as if retrieved from long-term memory. Typos were quickly identified and corrected even without spellcheck, which was disabled by Inputlog. TEPIS 2 preferred to copy and paste curly brackets from the ST. The trainee focused on work despite children playing in the background (sound was recorded as well).

Spotting translation problems: *Outstanding warrants* were the subject of the most extensive search. The word *kilometr* as a translation of *mile* was marked as a doubt.

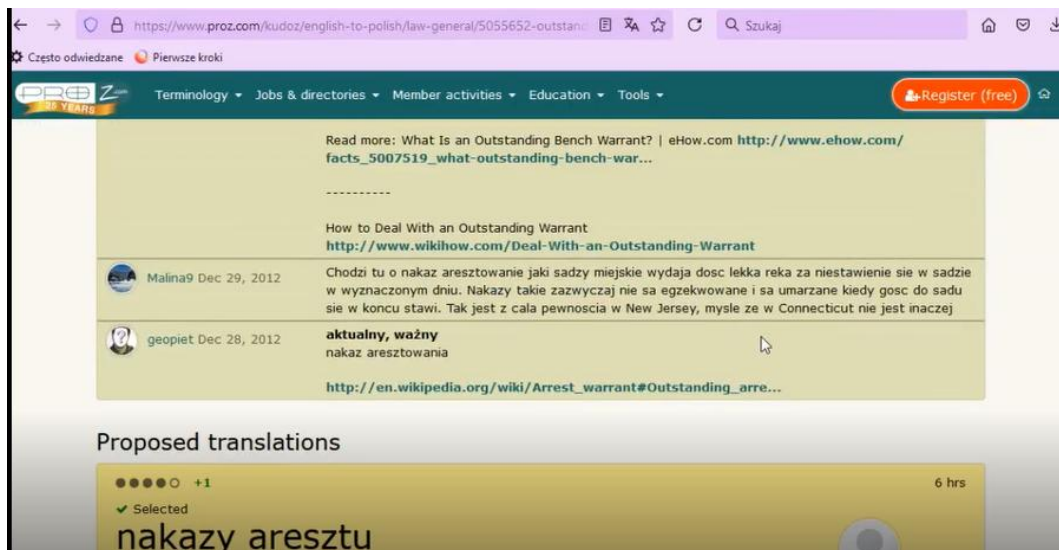


Figure 7-33. Information from ProZ forum, which could have helped TEPIS 2 translate outstanding warrants

Sources of information: There were few SEARCH segments, but some research was done in MIX segments, since TEPIS 2 was able to quickly switch between adding and searching. The search expressions were rarely typed, but mainly copied them from the ST or the TT. In the search (GS) window, the word *proz* was retained and “recycled” for subsequent searches.

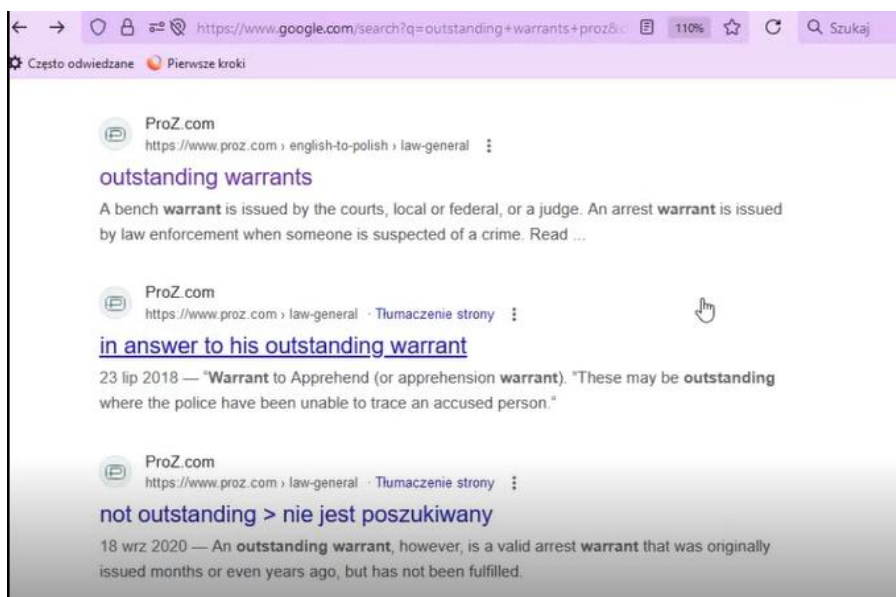


Figure 7-34. Information from ProZ.com forum, visible in GS results, which could have helped TEPIS 2 translate outstanding warrants

Skills deficits, errors: TEPIS 2 missed relevant information on *outstanding warrants*, but it is hard to say whether it was due to the speed of work or because this information seemed unrelated to the task (Figure 7-33 and Figure 7-34), especially with the trainee’s knowledge about the Polish solutions in the field. In

the end, they produced a rather vague translation: *nakazów i ograniczeń* (orders or restrictions). Some binomials and the verb *to agree* were translated literally, while *kilometr* was used as a translation of *mile*.

7.2.5.2 Task 2

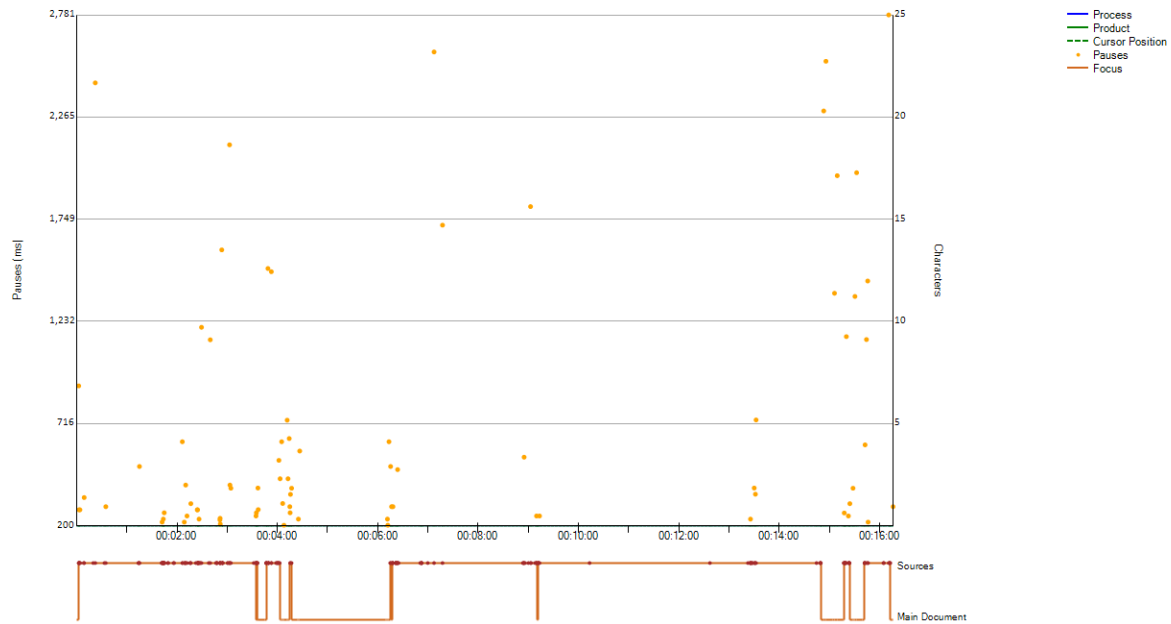


Figure 7-35. Process graph for task 2 (part 1) by trainee TEPIS 2 (source: Inputlog)

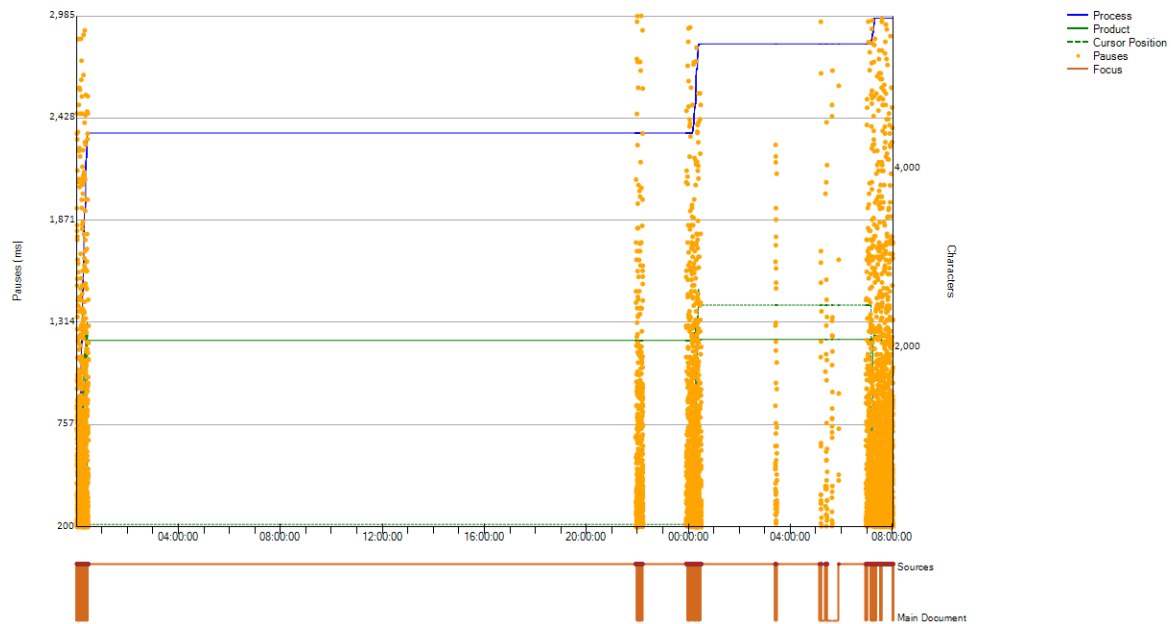


Figure 7-36. Process graph for task 2 (part 2) by trainee TEPIS 2 (source: Inputlog)

Translation environment and process: Like in task 1, one Word document was opened on the screen and the ST was copied into the TT document in batches of a few sentences. The TT was typed right of the ST (see Figure 7-37). In screen recordings “foothold” first word is sometimes noticeable.

There are two keystroke logs:

- the first one (16:17 minutes) documents the trainee’s preparation for: downloading a screen recorder, re-reading the instructions about the use of Inputlog, reading the ST (orientation) and its translation by DL (first search);
- the second one includes the process of translating the second contract, but mixed with other tasks, so the segments relating to revision had to be identified in a manual process.

The drafting phase lasted until segment 121 of the second keystroke log (22 minutes). There were many HCI segments during revision phase, because TEPIS 2 switched between different translation tasks and seemed to be just highlighting pieces of the TT for a short inspection, and few FILLER segments (some may have been lost because it was impossible to detect which task they concerned). According to the trainee, this translation was done in a hurry (again children’s voices are heard in the background).

Knowledge, skills: There are few CHG segments, since TEPIS 2 is usually able to correct typos or improve TT solutions before moving on, e.g. *depozyt* → *kaucja zabezpieczająca*, *opuści* → *pozostawi*, *Najemca* → *Wynajmujący* or the changes are seamlessly integrated with adding text, e.g. when changing the expression *opłata za najem* to *czynsz* the trainee finished typing, moved a few lines back and deleted part of the ST within a single MIX segment (see Figure 7-38).

In longer sentences, TEPIS 2 noticeably worked at phrase level, not at the level of individual words. The work was fluent, demonstrating their experience with contracts, familiarity with legal phraseology and register. For instance, the trainee spontaneously used expressions such as *comiesięczna prolongata*, *dotychczasowe warunki najmu*, *uiszczać opłatę na rzecz*.

Spotting translation problems: During the interview, TEPIS 2 declared a change of approach to certain words, like *agree*, and being more careful when translating seemingly simple words. However, the scarcity of searches shows that the trainee did not perceive the translation as challenging.

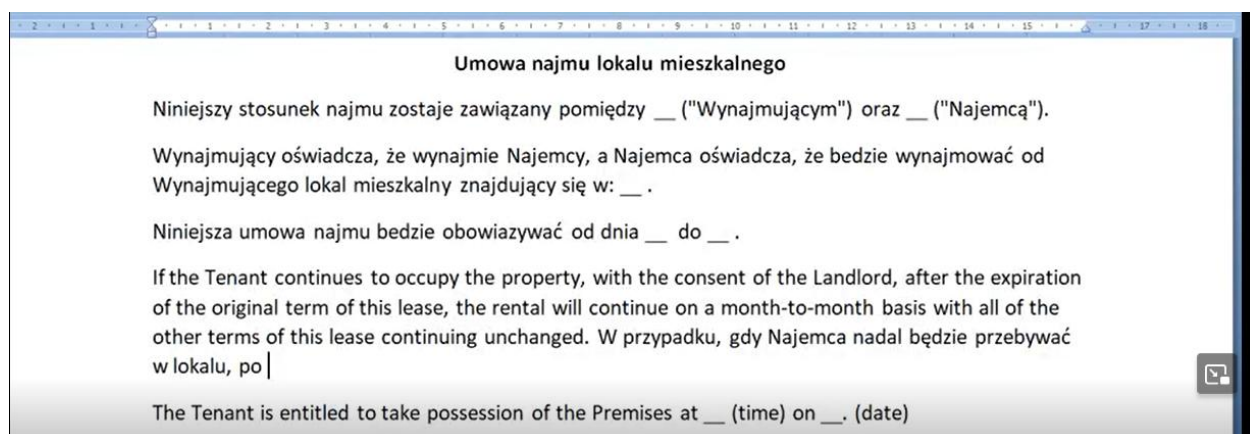


Figure 7-37. The TT typed by TEPIS 2 right of the ST in the same paragraph; ST deleted in earlier paragraphs

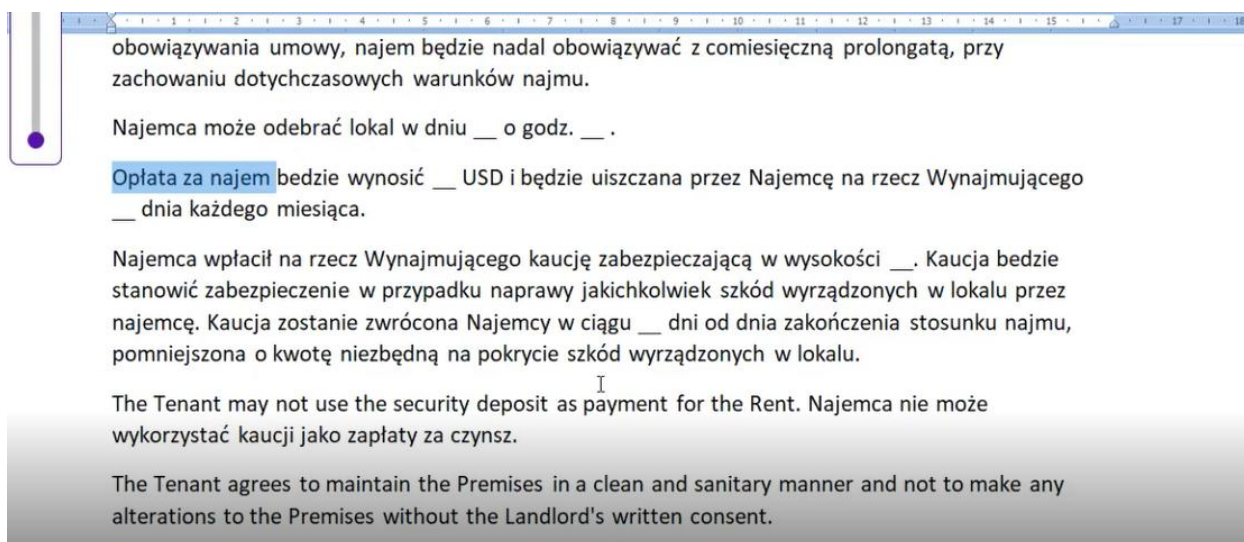


Figure 7-38. Returning to change a term several sentences back upon realising that rent and rental payments referred to the same thing

Sources of information: No searches were recorded during the drafting phase (only the DL consultation during orientation. According to TEPIS 2, there were more searches, including in legislation, but mainly during the revision phase, so they were difficult to isolate due to the problems with the keystroke logs.

Skills deficits, errors: This translation is again a decent one, though there is one minor omission: no mention that the rent is payable monthly and the Polish verb *oświadczać* (*to represent*) is used as a translation of verbs *to agree* and *to covenant* (once in each case). The trainee failed to use two TL terms: *zużycie* (with *wear and tear* rendered as *normalnymi śladami użytkowania*) and *niezakłócone korzystanie* (as the equivalent of the covenant of quiet possession).

7.2.6 IPSKT 1: screen recordings

Trainee IPSKT received very similar – and high – marks from the three assessors for both tasks: 86.3%, 85.0% and 86.3% for task 1 and 87.5% from all three for task 2. The progress was moderate, which is understandable, considering the high initial scores.

7.2.6.1 Task 1

Translation environment and process: The trainee worked in the ST | TT layout (separate Word files). The ST was copied into the TT document and the TT overtyped or typed above ST paragraphs, which were deleted once translated. This layout was sometimes changed to include a small WB window over both texts (see Figure 7-39). The trainee used a large cursor.

There was no orientation phase, the drafting phase lasted 29:52 minutes, of which time 13 searches took 6:16 minutes (21%). The revision phase took 12:40 minutes, including 10 searches for a total of 4:06 minutes (32%). The total search time was 10:22 minutes (24%). During interview, IPSKT 1 declared there had been another revision the next day, but it was not recorded.

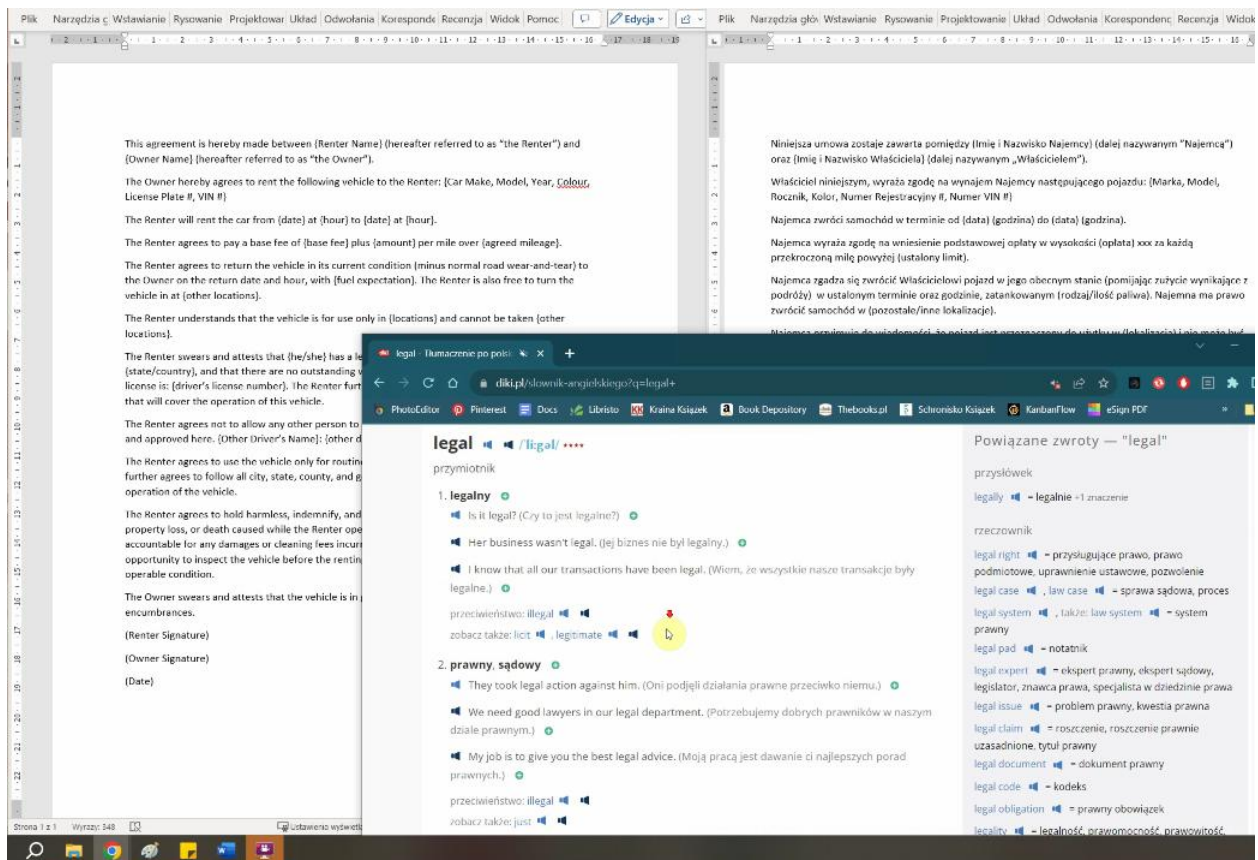


Figure 7-39. WB window temporarily overlaid on the usual side-by-side view of TT and ST

Knowledge, skills: Sometimes, the “foothold” first word was followed by a pause or a search, or even a move to the next paragraph (see Figure 7-40). As IPSKT 1 remarked during the interview, it is better to move on instead of trying to recall a word they forgot. Judging by the changes made during the drafting stage, good solutions indeed came to their mind while work continued on other paragraphs.

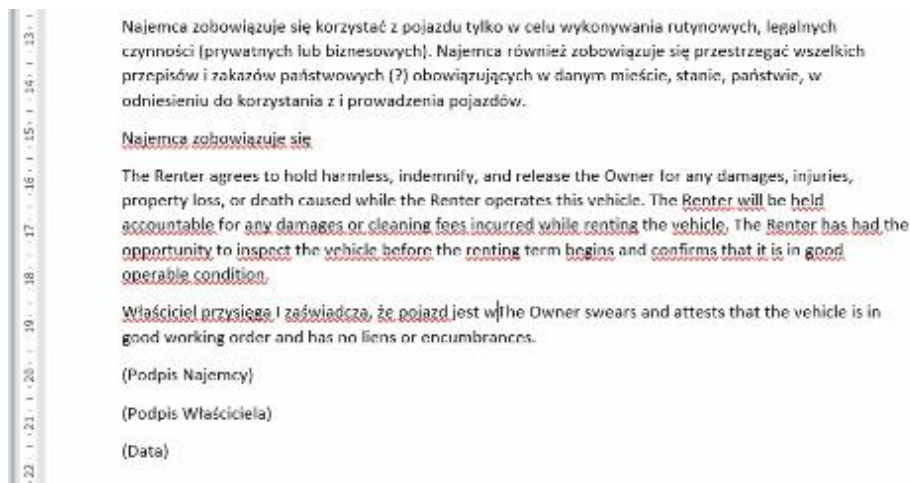


Figure 7-40. A difficult sentence left unfinished by IPSKT 1 to work on the following paragraphs

The trainee had noticeable familiarity with the legal language: they used terms such as *najemca* (renter/tenant), *zużycie* (wear and tear), *pojazd* (vehicle, though *samochód* and *auto* were used as well, but *auto* was quickly corrected to *pojazd*), *kategoria pojazdu* (vehicle category), *przedmiot umowy* (subject-matter of contract), as well as good phraseology (*niniejszym, przyjmuje do wiadomości*) and collocations (*wniesienie opłaty, ustalony termin*).

Spotting translation problems: Doubts were marked with xxx, (?) or a yellow highlight plus a comment. They were resolved during the 1st revision, though many searches were conducted in drafting phase.

Sources of information: Reverso concordancer and Diki dictionary were used frequently. However, the search for *outstanding warrants* in a concordancer was inconclusive (see Figure 7-41), so it was continued in GS and Diki, which led IPSKT 1 to use *nakazy aresztowania*. A PT was downloaded quickly and used multiple times during revision.

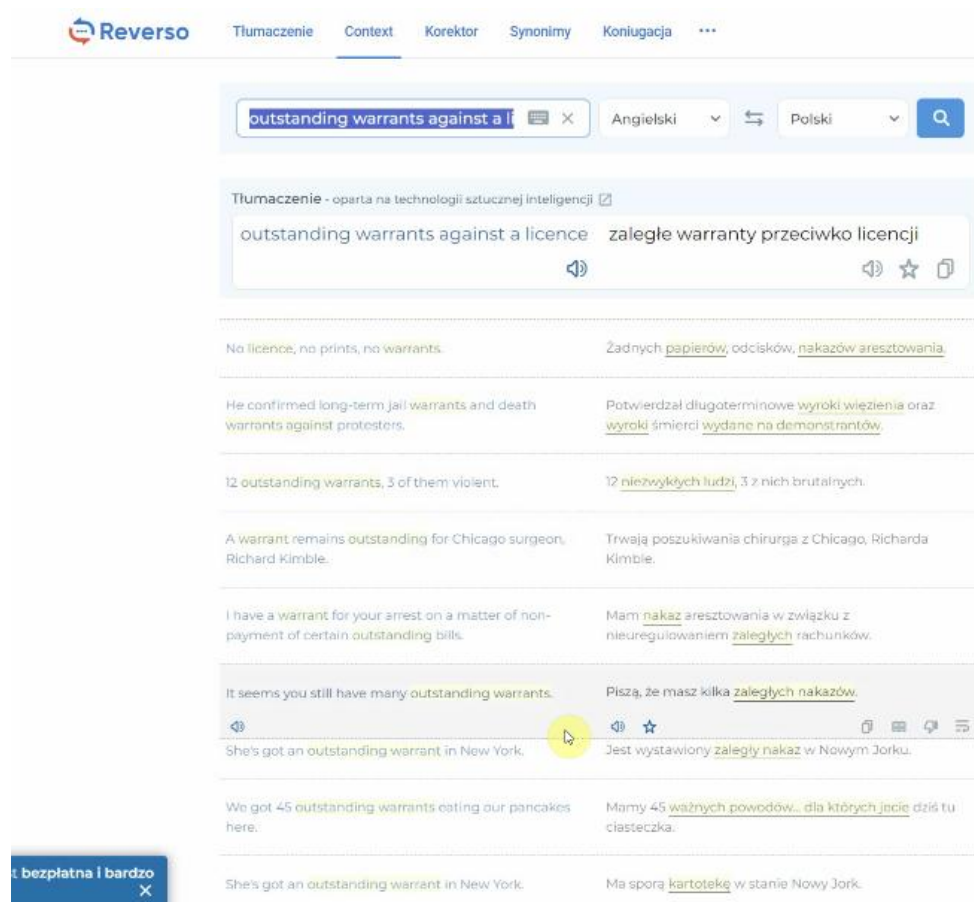


Figure 7-41. Inconclusive search in a concordancer performed by IPSKT 1

Skills deficits, errors: Some inexistent legal collocations, e.g. *prawomocne prawo jazdy* or *autoryzowany kierowca* were used. An erroneous rendition of *will rent* as *zwróci* (*will return*) was not detected, even though return of the vehicle is discussed further in the contract. The modal meaning of *agree* was not detected until the sentence with a negated verb (*The Renter agrees not to allow...*), but even then no

changes were made in earlier occurrences. There was a literal translation of *swear and attest*, reduced to *zaświadcza* (*certifies*) – neither solution satisfactory.

The search expressions in concordancers were too long. The trainee used *kilometr* as a translation of *mile*. Both *#* and *number* were used jointly. A correctly established term – *nakazy aresztowania* – was changed during revision to *nakazy ścigania*. Even though the PT mentioned *stan niepogorszony*, it was not used in the TT, perhaps because expression used in the ST did not seem very term-like.

7.2.6.2 Task 2

Translation environment and process: IPSKT 1 used same layout as in task 1 and again WB was sometimes placed over or under the TT window (sometimes shrunk or enlarged depending on the trainee's needs). The orientation phase was not recorded again, but as confirmed during the interview, there was one. A PT had already been downloaded at the start of the recording.

Compared to task 1, the drafting phase in task 2 was longer and took 43:11 minutes, of which 15:00 minutes (35%) were spent on a total of 31 searches in online sources and the PT. Searches accounted for 32% of the total recording time, since there were no searches in revision phase, which only lasted 4:13 minutes. As in task 1, IPSKT 1 declared another revision took place on the following day.

Knowledge, skills: The trainee again showed familiarity with legal language, as confirmed by collocations: *wnieść kaucję na rzecz x* (*pay deposit to x*), *upływ okresu* (*lapse of a period*), *x przysługuje prawo do* (*x enjoys the right to*), *przedłużenie umowy* (*contract extension*), as well as the word order characteristic of a more formal register: *wynosić będzie*. This time, the verb *to agree* was translated as present tense or the verb *zobowiązuje się* (both being correct exponents of modality). Some terminology or phraseology was also found in the PT, e.g. *czynsz najmu* (*rent*), *kaucja jest pobierana jako zabezpieczenie* (*the deposit is collected as security*) or *we właściwym stanie technicznym i higieniczno-sanitarnym* (*in a proper technical and hygienic-sanitary condition*).

Spotting translation problems: *Residential* in the title was highlighted and the problem was solved while working on the first sentences of the contract. There was a noticeable pause before *wear and tear*, followed by a search and, finally, a good Polish term – *zużycie* – was used. IPSKT 1 had also doubts about the provision prohibiting any non-residential uses of the premises, as evidenced by several starts of the sentence, which began with *Neither...nor...* IPSKT 1 alternated between two versions and kept deleting text. Long searches were performed to determine how *inspection* should be translated in residential leases and to understand *covenant/to covenant* after Reverso and Diki provided mainly biblical contexts.

Sources of information: A PT was frequently used in the drafting stage. Other sources were the same as in task 1: GS, Reverso and Diki, but a Polish corpus (NKJP) and DL were added. The marked task 1 contract was consulted.

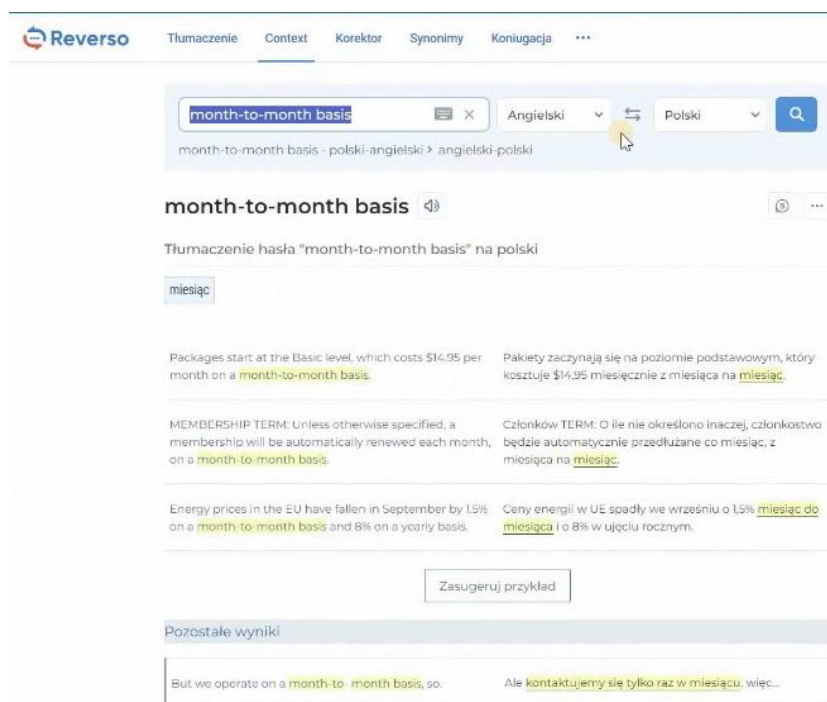


Figure 7-42. Generic translations of month-to-month basis on Reverso

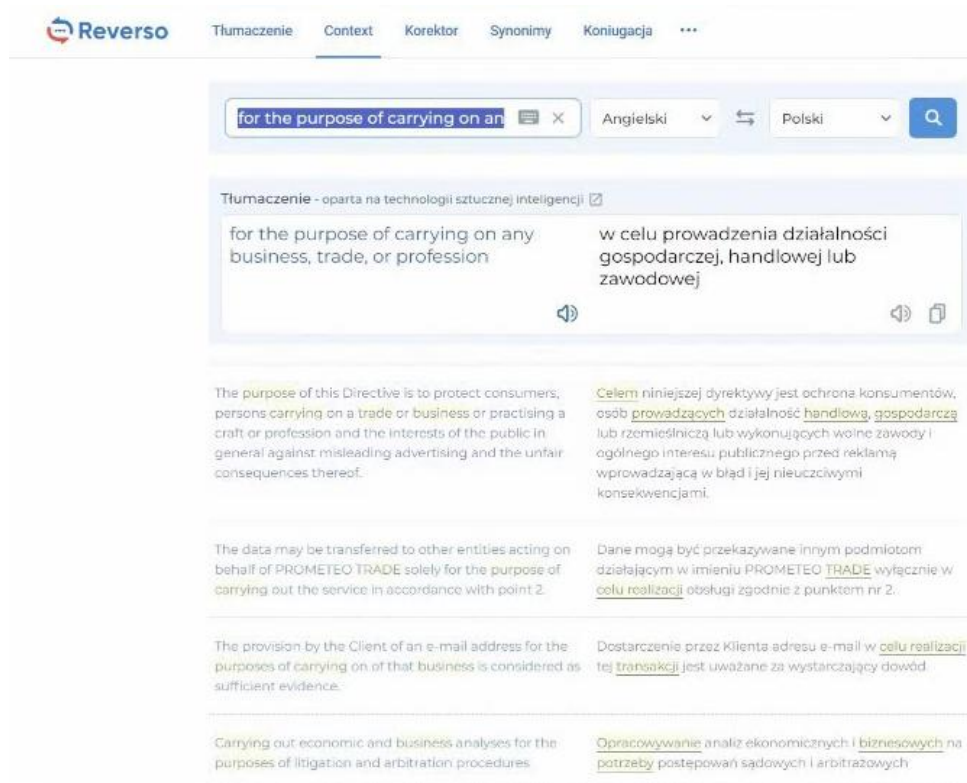


Figure 7-43. A long search expression in a concordancer making the search ineffective, except for relevant first result

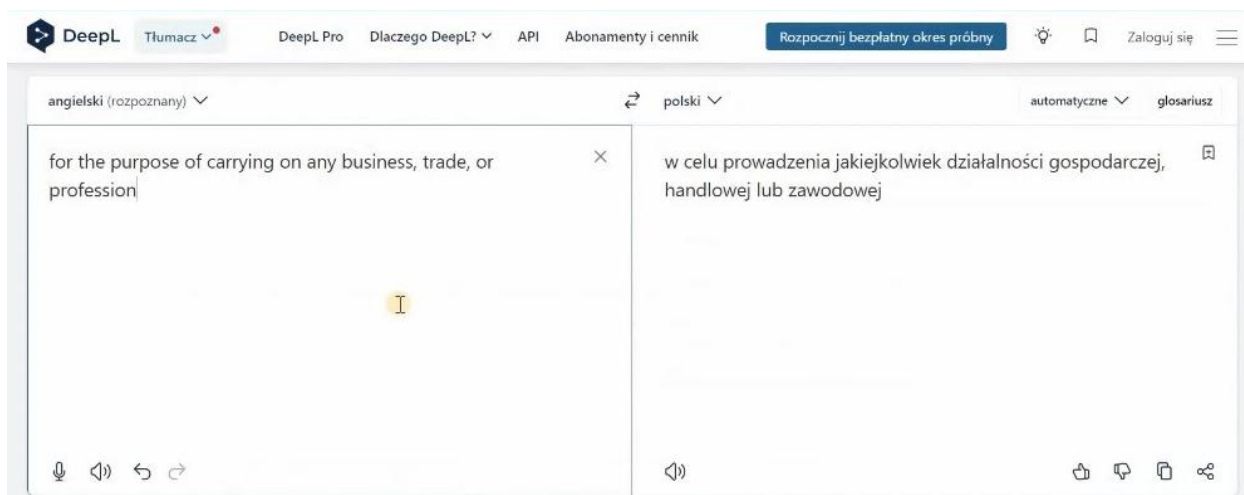


Figure 7-44. The same phrase as in Figure 7-43, input into DL by IPSKT 1

Skills deficits, errors: Searches concerned correctly identified problems, but their efficiency was sometimes decreased by poor choices of search expressions. For instance, a concordancer search for *month-to-month rental* was focused on the time expression, so the results were not specific enough (see Figure 7-42). Also, when the same phrase – with the enumeration *business, trade and profession* – was pasted in Reverso and DL, it was too long for the former – although the first result could be very helpful – and too short for the latter, which works better on complete sentences (compare Figure 7-43 and Figure 7-44). However, admittedly, the word *profession* proved extremely difficult for all participants and the result from Reverso was the only one in all recorded processes which hinted at the correct sense of *profession* as *wolny zawód*.



Figure 7-45. The first concordance lines from a long list of hits for czynsz in NKJP

Meanwhile, the efficiency of search in NKJP was diminished as it was done without advanced search options, such as type of sources or channel, so there was a high number of results, but they were less

relevant since many did not come from legal texts (see Figure 7-45). On the other hand, NKJP consultation confirmed the existence of the expression *opłata czynszowa*, so IPSKT 1 used it, even though there were only two instances. As a result of non-automatic replacement of one term used for *Premises* (*posesja*) with another (*lokal*), one instance of the old term was not detected. Near the end of drafting, IPSKT 1 swapped parties' names, but the error was corrected during revision.

7.2.7 IPSKT 2: screen recordings

IPSKT 2 was another trainee with very high scores for the task 1, who, nevertheless, managed to improve their performance according to two assessors (from 83.8% to 95.0% and from 90.0% to 92.5%) and keep up the same high level according to the third one (91.3% for both tasks).

7.2.7.1 Task 1

Translation environment and process: IPSKT 2 typed the TT above the ST in a single Word file. They used a large cursor. Usually the trainee had to switch between WB and text editor, sometimes interrupting a search to consult the TT or the other way round. During revision, the screen was split horizontally, with both ST and TT in the upper half and the PT in the bottom half of the screen.

The work was fluent, with pauses after each sentence or phrase. Drafting took 23:22 minutes, revision – done in two rounds – lasted 38:01 minutes. The total search time was 21:18 minutes (34.7 % of total task time), including 2:00 minutes (just 8.6%) of drafting time and 19:18 minutes (50.8%) of revision time. The first phase of revision involved the “heavy lifting”: dealing with major problems and intensive searching, while in the second phase the trainee focused mainly on polishing the TT.

Knowledge, skills: The trainee had noticeable ease in using legal terminology, e.g. had no problem translating *base fee* as *opłata podstawowa*, and phraseology, e.g. *przedmiot umowy, wydanie pojazdu*. Subject knowledge probably enabled IPSKT 2 to change the word order sometimes or depart from a literal translation while typing first draft. For example the trainee was able to change the word order by moving the indirect object (Renter) before the direct object (vehicle) – compare Figure 7-46 and Figure 7-47; a similar change was made in the sentence about returning the vehicle (Owner moved right after the direct object). Less literal translation enabled them to formulate more idiomatic sentences, e.g. in TT the “hold harmless” clause provides that the Owner is not liable for claims resulting from damages/losses rather than the Renter holding the Owner harmless. Similarly, the enumeration *city, state, county and government* was replaced with *lokalnych i krajowych* (*local and national*) in the first version, while the doublet *liens and encumbrances* was reduced to just *obciążenia* (encumbrances).

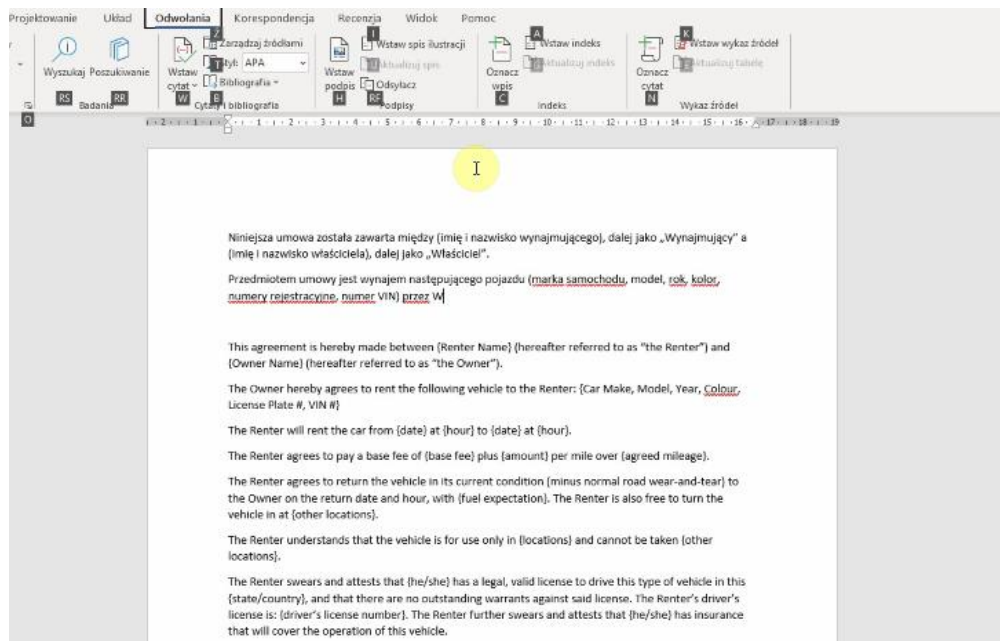


Figure 7-46. IPSKT 2 arrives at the indirect object of the sentence (accidental use of a keyboard shortcut)

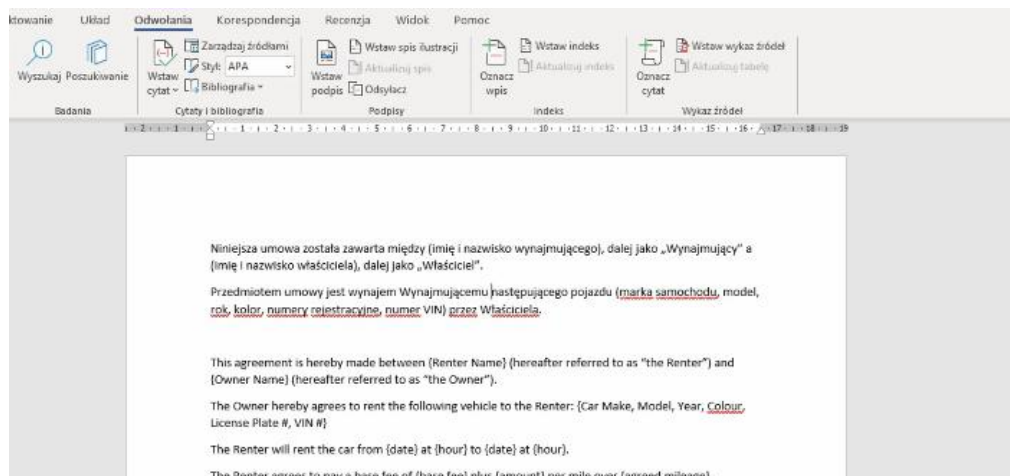


Figure 7-47. Sentence reformulated to read more naturally in Polish (follow-up to Figure 7-46)

Spotting translation problems: Several problematic passages were marked with red font, with or without question marks, and left to deal with during the first phase of revision (see Figure 7-48). Evidently, the trainee saw the “hold harmless” clause as a major problem, as 10 out of 25 searches concerned it.

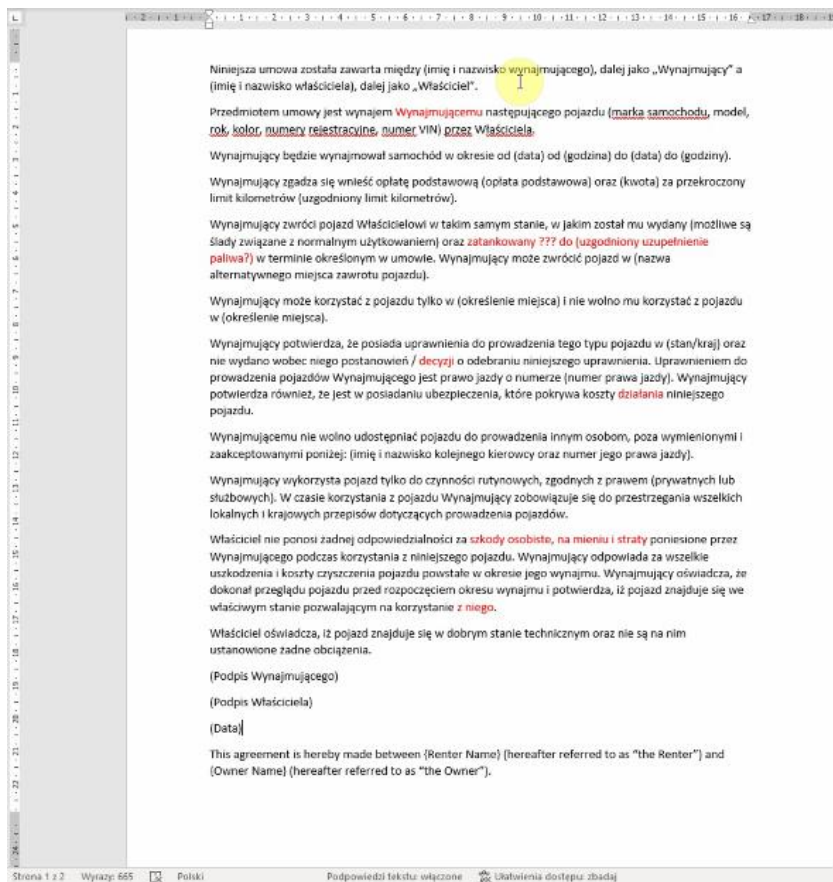


Figure 7-48. The complete first draft prepared by IPSKT 2, with doubts marked in red font

Sources of information: Most searches were delayed until the first draft was completed, but a few Linguee searches were made in drafting phase (search expressions were pasted or typed). The term *outstanding warrants* triggered the first – inconclusive – search, so IPSKT 2 continued it during revision in GS and Polish legislation. Also, the enumeration *damages, injuries and property loss* was researched in drafting and the solution was based on a result from EUR-Lex in Linguee (see Figure 7-49). DL was used for comparison and supplemented with Word Reference (dictionary+) and the Polish Penal Code.

In general, searches demonstrated the trainee’s familiarity with information sources and search techniques. For instance, the search for *fuel expectation* returned relevant information when, after Linguee and GS, a Polish search expression was used (bottom of Figure 7-50). During revision, several PTs were downloaded and opened (one was accompanied by a discussion of its elements). On the basis of a PT, which remained open for 7:38 minutes, IPSKT 2 added expressions *w stanie nie pogorszonym* (*in a non-deteriorated condition*), *na terenie* (*in the area of*) and – as a provisional solution – *sprawny i zdolny do użytku* (*operable and fit for use*), as well as changed the solution concerning insurance: *ubezpieczenie w zakresie wymaganym do korzystania z x* (*insurance with coverage required for using x*).

Linguee

polski ↔ angielski

damages, injuries and property loss

Tłumacz tekst Tłumacz pliki Popraw swoje teksty

Śłownik angielsko-polski w trakcie rozbudowy

damages *mn* — odszkodowanie *n*
 injuries *mn* — obrażenia *mn* — szkody *mn* — urazy *mn* — zranienia *mn* — kontuzje *mn* — rany *mn*
 property *rz* — lokal *m* — nieruchomości *z* — majątek *m* — własność *z* — dobytek *m* — atrybut *m* — s-1
 loss *rz* — strata *z* — zagubienie *n* — przegrana *z*

Pokaż więcej przykładów + Pokaż tłumaczenia alternatywne

© Słownik Linguee, 2023

Używaj Tłumacza DeepL, aby szybko tłumaczyć teksty i dokumenty

damages, injuries and property loss

- ✓ Tłumacz już podczas pisania
- ✓ Wiodąca światowa jakość
- ✓ Przeciągnij i upuść pliki

Przetłumacz teraz

Obce źródła (Polsk → Angielski)

This Directive does not apply to cases of personal **injury**, **to damage to private property** or to any economic **loss** and does not affect any right regarding these types of damages. [eur-lex.europa.eu](#)

Niniejsza dyrektywa nie ma zastosowania w przypadku **szkody osobistej, szkody wyrządzonej na mieniu prywatnym lub strat gospodarczych** i nie narusza żadnych praw [...] [eur-lex.europa.eu](#)

[...] connected with third party liability towards third persons for personal **injuries, property damages** or so called pure financial **loss**. [gkpage.com](#)

[...] odpowiedzialnością cywilną wobec osób trzecich za **ewentualne szkody** na osobie, w mieniu bądź na skutek tzw. **czystych strat finansowych**. [gkpage.com](#)

[...] physical safety or to his/her property or the **property** of his/her assigns, with immediate effect (accruing **damage**) and/or causes **loss of future** [...] [gkpage.com](#)

[...] prawnych, zachodząca poprzez zmniejszenie wartości **mienia (szkoda rzeczowa)** lub powodująca **utrata przyszłych zysków (strata korzyści)** z [...] [gkpage.com](#)

DeepL is hiring in-house language specialists for a variety of languages! Lots of flexibility to work fully remote in Germany, the UK, the Netherlands, or Poland - or work in one of our vibrant offices in Cologne, Berlin, London or Amsterdam. Are you interested?

Please visit our [careers site](#) under [Language and Localization](#).

Figure 7-49. A promising solution in the first result on Linguee found by IPSKT 2

← → google.com/search?q=paliwo+umowa+najmu+samochoodu&rlz=1C1GCEU_giPL1052PL1052&oeq=paliwo+umowa+najmu+samochoodu&g

Google

paliwo umowa najmu samochodu

Grafika Video Wiadomości Książki Mapy Loty Finanse

Okolo 284 000 wyników (0,40 s)

Poradnik Przedsiębiorcy <https://poradnikprzedsiębiorcy.pl/>

Wynajem samochodu osobowego – jak rozliczać koszty?

10 mar 2023 — W przypadku najmu długoterminowego wartość pojazdu jest wskazana w umowie najmu. ... Limit wydatków na paliwo i koszty eksploatacji sam...

Więcej pytań

Jak rozliczyć paliwo do wynajętego samochodu?

Koszt paliwa jest wliczany w cenę świadczonych usług najmu. Jeżeli faktury za zakup paliwa od samochodów wynajmowanych przez Państwa spółkę są wystawione na nią, przysługuje Państwu prawo do odliczenia wykazanego w nich VAT. 23 sty 2008

Infot.pl <https://sieciawosc.infot.pl/> - Księgowość

Czy można odliczyć VAT od zakupu paliwa przy wynajmie ...

Wyszukaj: Jak rozliczyć paliwo do wynajętego samochodu?

Czy ratę wynajem samochodu można wliczyć w koszty?

Czy auto zastępcze trzeba tankować?

Czy muszę zwrócić samochód z pełnym bakiem paliwa? Zwrot pojazdu w takim stanie, w jakim go wypożyczono, dotyczy też pojemności paliwa. Oddając auto, trzeba napęłnić bak paliwa do pełna. Aby ułatwić sobie to zadanie, można zaplanować trasę do wypożyczalni tak, aby gdzieś po drodze zatrzymać się przy stacji benzynowej.

Figure 7-50. Relevant information to help understand fuel expectation

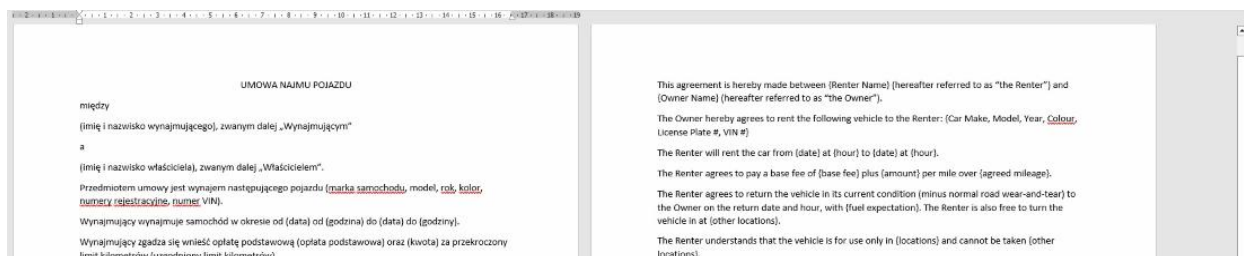


Figure 7-51. Initial part of translated contract domesticated by IPSKT 2 to look like a typical Polish contract

Skills deficits, errors: IPSKT 2 accidentally used keyboard shortcuts (see Figure 7-46), including pausing the recording. The trainee made a basic terminological error: *Renter* was rendered as *Wynajmujący* and a correct MT version of the term was missed when they were looking for other information. The verb *to agree* was not recognised as a quasi-modal verb. The trainee assumed that *outstanding warrants* referred to driving bans – which could be due to insufficient ST analysis - and ignored any information pointing to the sense of ‘arrest warrants’, but spent a long time looking for the Polish pronouncement (*decyzja* or *postanowienie*) containing such a ban. The search for rental fees for excess miles was conducted on the assumption of a long-term business lease, so no good results were obtained. The initial part was changed to look like in Polish contracts: a title was added and parties introduced in separate lines (Figure 7-51).

7.2.7.2 Task 2

Translation environment and process: The whole process lasted 1:23:25, which was 22:02 minutes longer than in task 1. There was a short orientation phase (1:44 minutes), a relatively short and almost search-less drafting phase (20:58 minutes; just 25% of total process time), followed by two rounds of revision: 44:12 and 16:31 minutes, respectively. Again, in the first revision IPSKT 2 mainly dealt with problematic passages and compared the first draft with fragments of a PT, while the second one involved linguistic polishing and comparison the TT with DL output. The total search time was 23:29 minutes (28.2% of total time), of which 2:30 minutes were in drafting (11.9%), while 20:59 minutes – in revision (34.6%).

As for the screen layout, IPSKT 2 used the ST | TT layout again, but swapped texts during the second revision. The trainee declares the ST | TT layout with a PT on the side to be optimum as there is less switching between windows.

Knowledge, skills: IPSKT 2 has a law degree (they did not graduate immediately before the course), so familiarity with the legal language meant that it was possible to consider whether the TT conveyed the full message of the ST. The good command of legal language enabled the trainee to strive for clarity of expression. Such attempts were visible in work on the provisions on the lease turning into a month-to-month rental, the deposit or the prohibition of business activity. Again, attention was paid to word order. Since the TT used input from a PT, there were also changes to make it read less like a civil law contract, though, unlike in common law contracts, the TT contains more pronouns, which were introduced in the second revision. Term replacement was done automatically, only endings were typed.

Spotting translation problems: This time, problematic passages were marked with ?? and highlighted, while work on some sentences was conducted in two versions: own translation and pieces pasted from

the PT or tweaked MT output (in red - see Figure 7-52). In one case, even three alternatives were left to choose from later. Considerable effort was used to choose the best rendition of *reasonable*, which the trainee declared to have been initially tempted to omit, but thought it might carry important information. Allegedly, this cautious approach emerged during work on PE of boilerplate provisions. Despite familiarity with law and legal language, the trainee checked the Polish usage (see Figure 7-53 and Figure 7-54).

Sources of information: In addition to concordancers, IPSKT 2 used many encyclopaedic sources, e.g. a Canadian guide for tenants in Polish, legal websites – Justia and Law Insider, Polish legislation, course materials. The PT was a bilingual residential lease template. Meanwhile, DL output was used for comparison with the trainee’s own version.

Skills deficits, errors: The trainee swapped parties’ names again, but discovered the mistake. The covenant of quiet possession and the term *wear and tear* were not translated into their Polish equivalents.

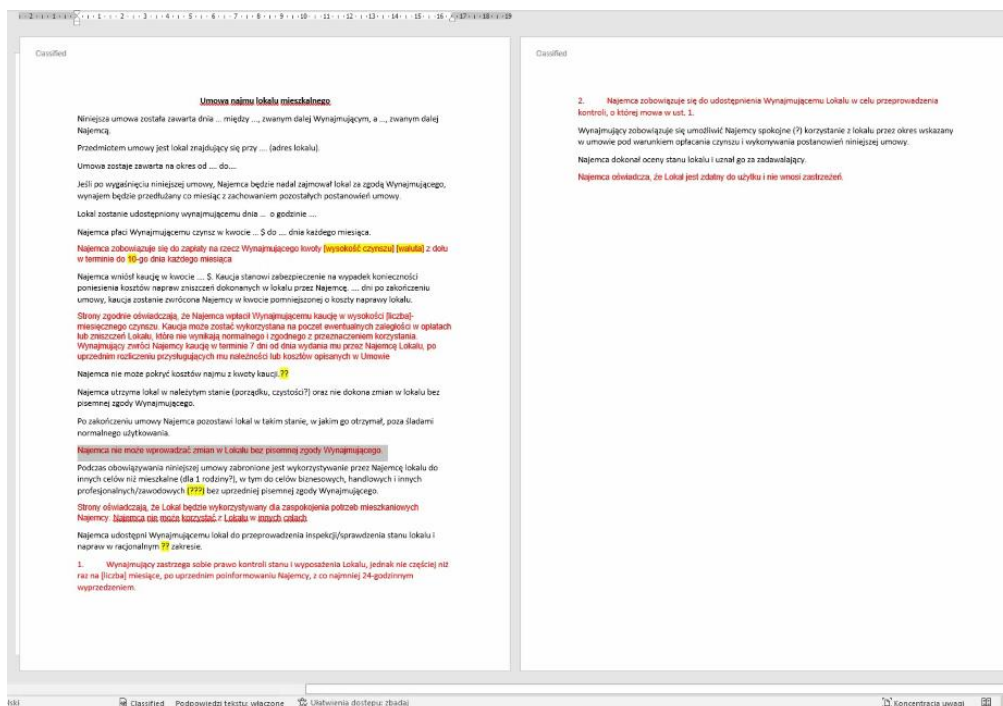


Figure 7-52. Work on alternative translations of certain sentences done by IPSKT 2

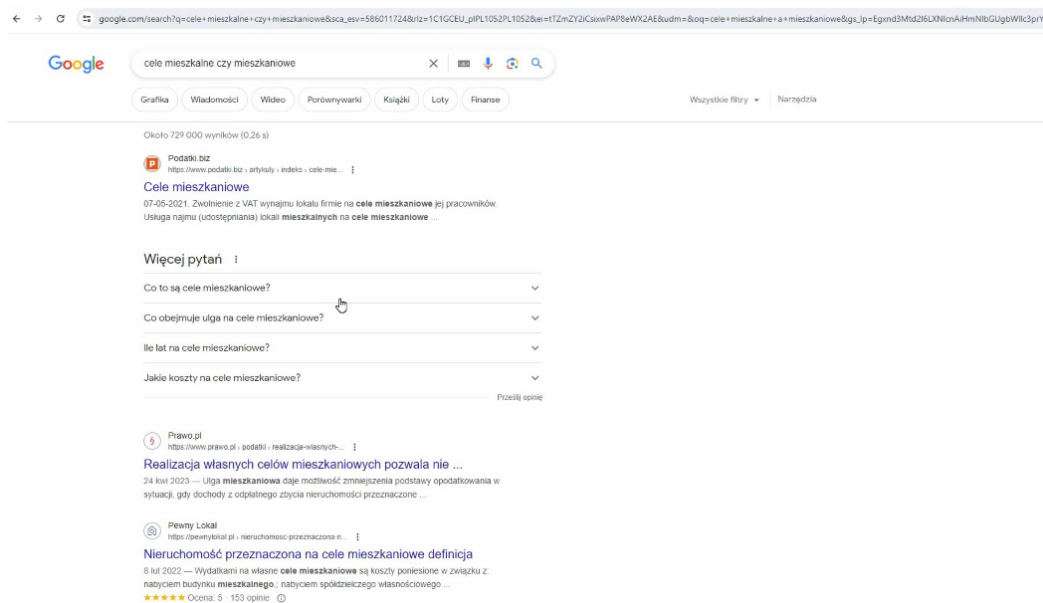


Figure 7-53. Search to determine Polish usage (two versions of candidate term) performed by IPSKT 2



Figure 7-54. Unexpected meaning of one of the candidate terms from Figure 7-53 discovered by IPSKT 2

7.2.8 IPSKT 4: screen recordings

IPSKT 4 made considerable progress according to one assessor (from 63.8% to 86.3%), while the other two judged there was a slight deterioration in performance (from 82.5% in both cases to 78.8% and 80.0%).

7.2.8.1 Task 1

Translation environment and process: IPSKT 4 used a TT | ST layout with separate Word files, alternating both Word widows with fill-screen online sources or a PT. Perhaps this is why expressions of interest were highlighted in the ST – to prop up the memory upon return to Word. IPSKT 4 tried to activate spellcheck, which was disabled by Inputlog (which the trainee used it only in task 1). There were several instances of “foothold” first word. The orientation phase was not recorded, the drafting phase was 41:08 minutes long

(85% of total time), while revision took 6:59 (15% of total time). During revision, IPSKT 4 mainly fixed typos, removed excess spaces, corrected endings, while most hard work had been done at drafting stage. There were 21 searches, all of them during drafting. The total search time was 11:28 minutes, which corresponded to 24% of total process time and 28% of drafting time. According to Inputlog, pause time (i.e. anything but writing) accounted for 57.8% of all process time.

Knowledge, skills: IPSKT 4 showed sensitivity to register, as evidenced by such expressions as *uprawnienia do kierowania pojazdem mechanicznym* (licence to operate a motor vehicle), *pozostali* (other, rather than less formal *inni*) or *osoby trzecie*, and spontaneously rendered *swears and attests* as *oświadcza*. *Renter* was identified as *Najemca* not *Korzystający* (a party to a financial lease) after ca. 30% of the draft had been typed, even though sources were moderately helpful (Figure 7-55). The trainee first typed the placeholders for data to be added by parties (the ST was a template), but quickly started copying and pasting them, which was more efficient.

The screenshot shows a web-based dictionary interface. At the top, it asks 'JAKIE JEST TŁUMACZENIE "RENTER" PO POLSKU?' (What is the Polish translation of 'renter'?). Below this, it shows 'renter = najemca' with a small icon. There are tabs for 'Tłumaczenia', 'Znaczenie', 'Synonimy', 'Wymowa', 'Tłumacz', and 'Zwroty'. The 'Tłumaczenia' tab is selected. Below the tabs, it says 'Tłumaczenia na język polski dostarczane przez Oxford Languages'. The main entry for 'renter' is shown with its phonetic transcription '/rentə(r)/' and the label 'NOUN'. It lists two meanings: 1. [tenant] **najemca** (masculine) and 2. [landlord] **oddający w najem** (masculine). Below the meanings, there is a section for 'Monolingual examples' with three sentences: 'Cuts to income assistance rates will increase the number of homeless people in the province, predict groups concerned about renters on welfare. (Canadian)', 'This city counts 188,000 occupied dwellings, with about half occupied by renters and half by owners. (North American)', and 'By renting a Florida villa, there will almost always be more than one bathroom available to the renters. (North American)'. The last sentence is followed by 'Auckland has become a city of renters who aren't looking after the property they rent, a city of speculators there to make a buck. (New Zealand)'.

Figure 7-55. Dictionary entry suggesting that renter can refer to both parties to a lease

Spotting translation problems: The trainee seemed aware of the potential to swap the Polish names of parties to a lease (see Figure 7-56). They also checked a seemingly obvious, but crucial word: *operation* (see Figure 7-57), which, however, resulted in a moderately successful solution. IPSKT 4 marked the word *mil* (translation of *mile*) in yellow highlight with a question mark and eventually added a footnote about the need to choose units of distance used in a given country (see Figure 7-58).

Sources of information: Concordancer Linguee seemed to be the favourite source for IPSKT 4. Towards the end of drafting phase, Reverso was also used. GS, including picture searches, and Cambridge Dictionary were used multiple times. Once opened, tabs were kept open and only search expressions were changed.

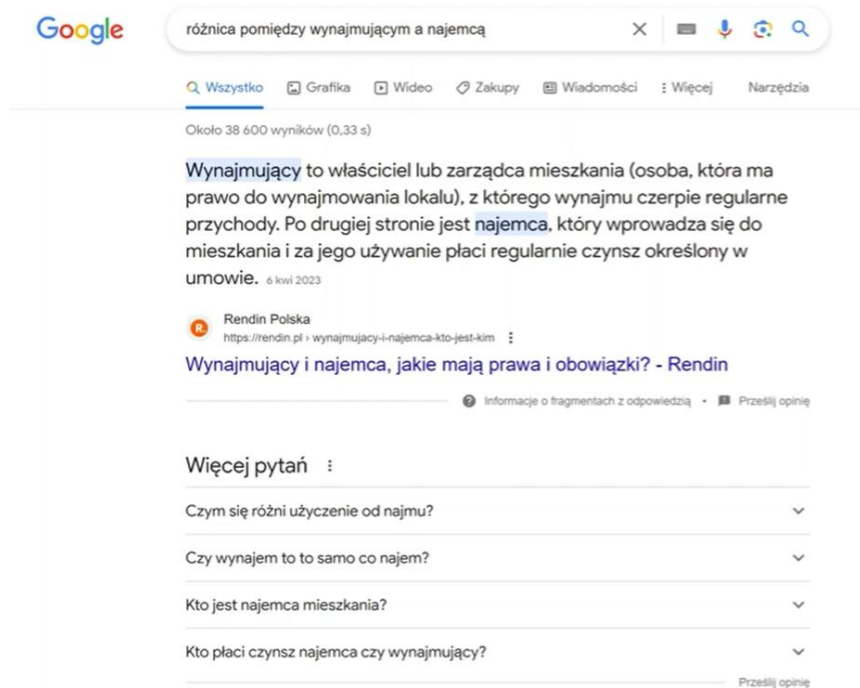


Figure 7-56. IPSKT 4's search to understand the difference between Polish terms *najemca* and *wynajmujący*

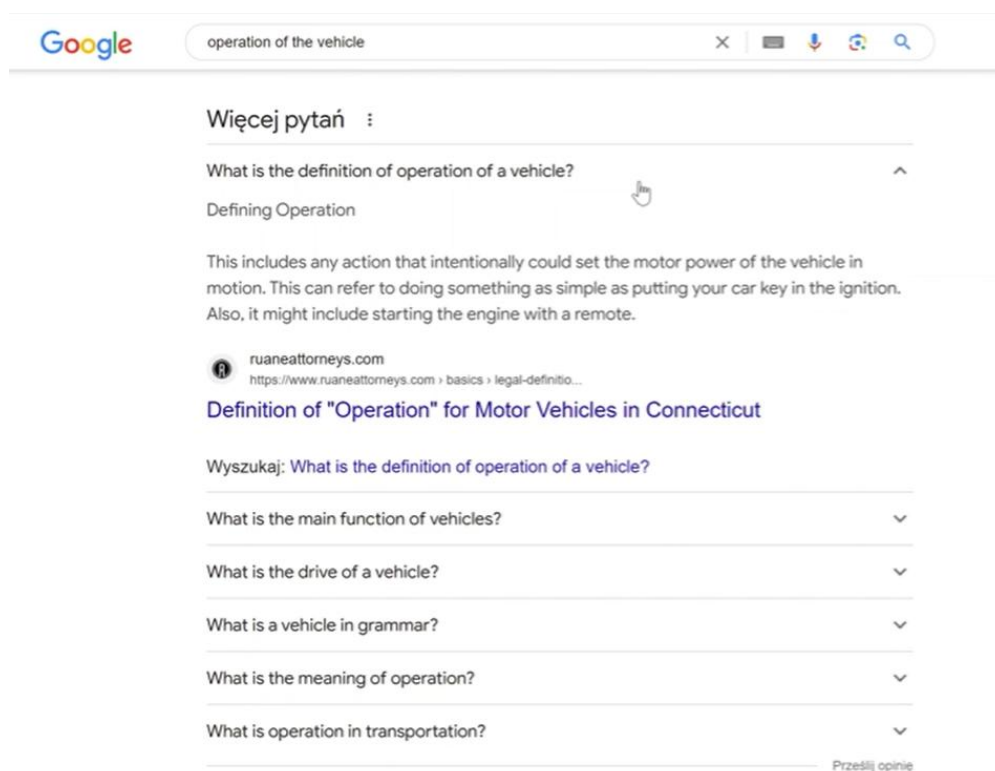


Figure 7-57. Check of the meaning of a frequently used word: *operation*, performed by IPSKT 4

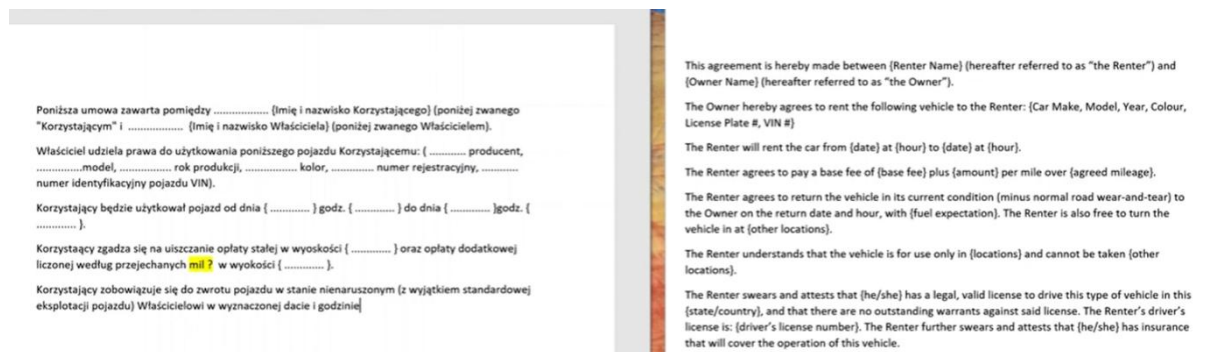


Figure 7-58. A problematic word marked by IPSKT 4; English word order retained in the last sentence of the ST (left)

Skills deficits, errors: IPSKT 4 initially assumed the contract was a financial lease and had a PT already open at the start of the recording. The modal sense of *to agree* was only recognised in the second sentence where it appeared, with all the remaining instances translated as expressions of consent. Certain terms used in the TT should have been avoided, as they concerned different legal relationships (*użyczenie – lending for gratuitous use, użytkowanie – usufruct*) or did not apply to movables (*obciążenia hipoteczne – mortgage charges*). Sometimes solutions were abandoned – replaced or deleted – too quickly and had to be retyped. The English word order was sometimes retained (e.g. last sentence in Figure 7-58). In terms of searching, expressions tended to be too general, e.g. *cleaning fees* alone, which yielded unhelpful results (Figure 7-59). Moreover, the trainee rejected online sources suggesting that the expression *outstanding warrants* referred to *arrest warrants*.

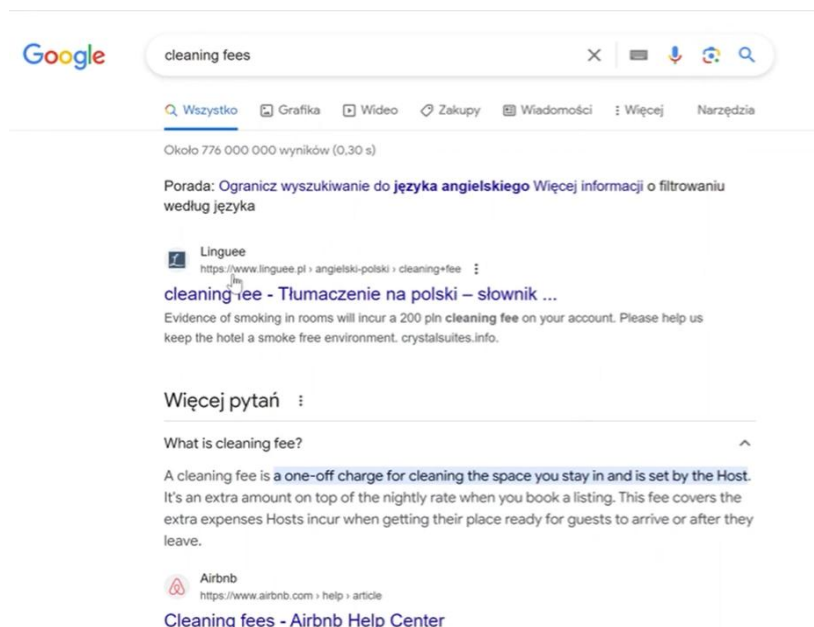


Figure 7-59. Results of a GS with a general search expression - cleaning fees

7.2.8.2 Task 2

Translation environment and process: Like in task 1, IPSKT 4 worked in a ST | TT layout, in two documents. Sometimes the ST document was swapped with a PT or the three documents were juggled on the screen. “Foothold” first word occurred a few times. Children could be heard playing in the background.

The first draft was ready after 26:20 minutes, while revision took 12:43 minutes (total process time was 39:03 minutes). The revision was mainly monolingual. In the first round of revision (6:00 minutes) spellcheck was used – this time IPSKT 4 did not use Inputlog, solutions were compared with DL output, small fixes were made, doubtful passages were italicised (to revisit) and the whole TT was re-read (with cursor moving along lines of text). The second revision was done after 4 days (6:43 minutes) and comprised monolingual re-reading and dealing with doubts. The ST was opened for a minute then.

There were 24 searches in total (10:18 minutes, 26.4% of total process time), but the time includes instances when the PT was open and IPSKT 4 worked on the TT, probably looking at the PT. In the drafting phase there were 19 searches (9:13 minutes, 35% of drafting time), while during the first revision – 5 searches (1:05 minutes, 18% of first revision time). There were no searches during the second revision.

Knowledge, skills: The trainee again showed sensitivity to register: the pronoun *wszelkie* was replaced with *jakiegokolwiek* when the sentence was reformulated, expressions such as *na rzecz* (*for the benefit of*) or *okres rozliczeniowy* (*settlement period*) were used. The correct preposition was used in the presentation of parties to the contract: *między X a Y* (*between X and Y*), while many trainees used *i* instead of *a*. A very word-for-word MT output of the covenant of quiet possession was replaced with *niezakłócone korzystanie*. IPSKT 4 believes they were able to draw on their personal experience of entering into contracts (residential leases) and working with them professionally. After a short hesitation, the verb *to agree* was translated as an assumption of obligation. Efficient text formatting and automatic word replacement.

Spotting translation problems: The parties’ names were initially swapped, but the error was fixed quickly. The original currency was first replaced with PLN, then \$ was restored. A particularly problematic fragment – the prohibition of non-residential use of premises – was omitted and marked with an ellipsis. Once translated, this sentence was italicised to return to during final revision.

Sources of information: A PT was searched frequently as a source of phrases or collocations (e.g. *strony ustalają, że* – *the parties agree that* or *oddać w najem* – *to let under lease*), but also to model the TT (Figure 7-60). Chat GPT was tested as a source of terminology equivalents, though with moderate success (Figure 7-61 and Figure 7-62). DL was used towards the end of drafting and in revision, at first for phrases, then for full sentences, including tweaking the output using DL alternatives.

Skills deficits, errors: Juggling three documents on screen seemed effortful and time-consuming. IPSKT 4 sometimes needed to revisit the PT or the ST to recall an expression to be translated or a candidate rendition. The trainee’s familiarity with the register resulted in a tendency to make language more complicated than necessary in Polish, sometimes resulting in errors. Despite recognising the sense of obligation in the verb *to agree*, *zobowiązuje się* was soon replaced with *oświadcza* (*represents*). Several wrong collocations were used, e.g. *wygaśnięcie terminu najmu* (*expiry of lease deadline*, correct: *upływ czasu trwania najmu*) or *koszty poniesionych napraw* (*costs of incurred repairs*, correct: *koszty poniesione*

na naprawy). During the interview, the trainee reflected (inspired by classes on Polish legal language) that their knowledge of Polish was insufficient and that they needed to work on it to avoid errors, e.g. by checking the collocations used in legislative texts.

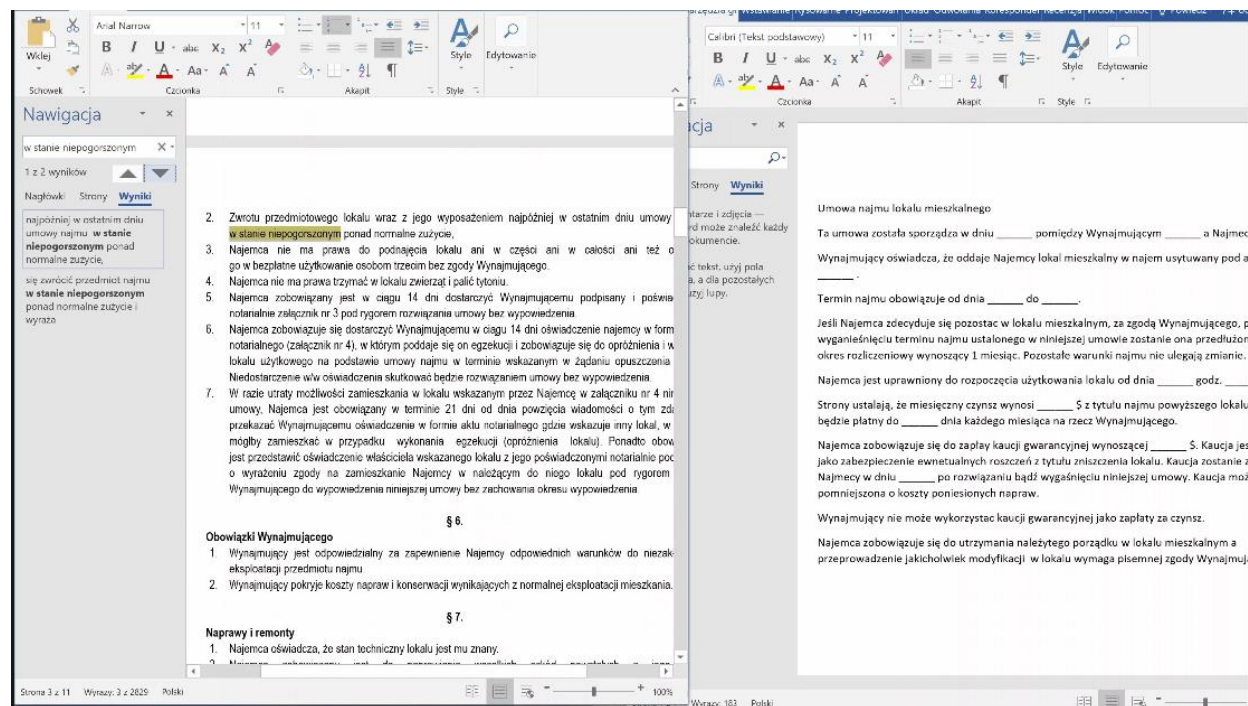


Figure 7-60. Screen layout with the ST, alternating with a PT, on the left and the TT on the right

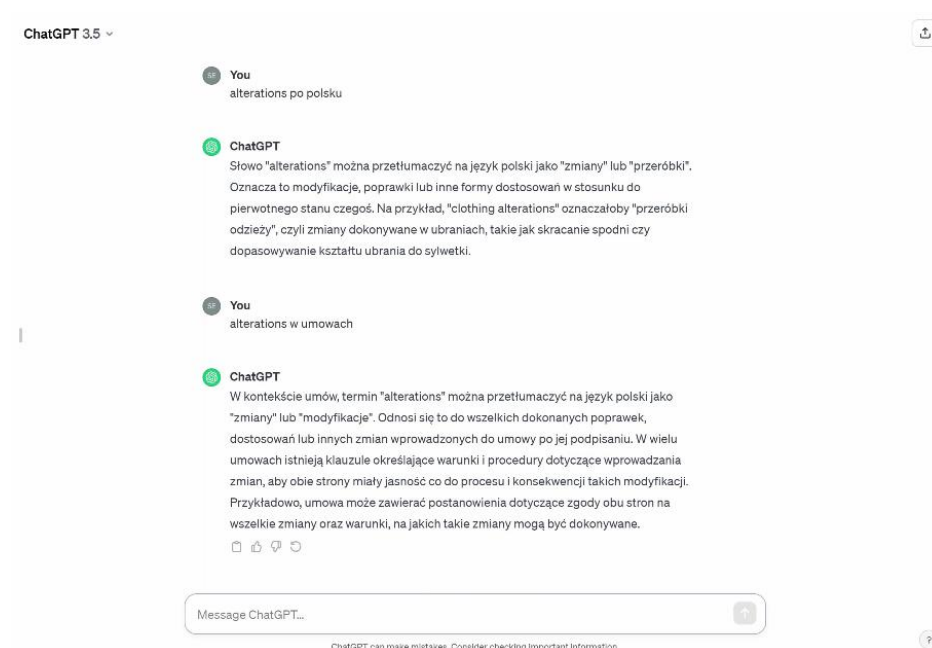


Figure 7-61. ChatGPT used by IPSKT 4 to find the equivalent of alterations

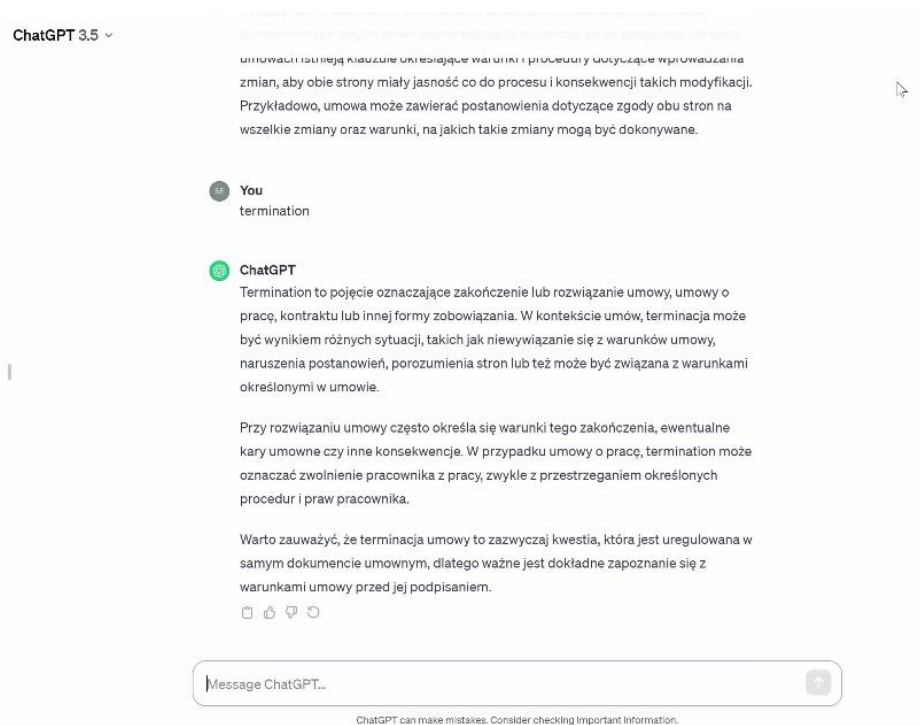


Figure 7-62. ChatGPT used by IPSKT 4 to obtain the equivalent of termination, with very inconsistent results

7.2.9 SLAW 1: screen recordings

The performance of SLAW 1 was evaluated as unchanged by one assessor (76.3% for both tasks) and as worsening by two other assessors (from 76.3% to 73.8% and from 85.0% to 77.5%). However, it needs to be stressed that SLAW 1 belonged to the group of participants who took the course out of curiosity or interest in legal English, rather than to prepare for a career as a legal translator.

7.2.9.1 Task 1

Translation environment and process: SLAW 1 used a layout with ST/WB on the left (the ST was opened as one of WB tabs) and the TT (in Word) on the right. The text was typed, not pasted. The sentence being translated was often highlighted in the ST. During revision the word/sentence/paragraph of interest was also sometimes highlighted. There must have been an orientation phase before the start of the recording, because a term was highlighted in the ST when the recording started, while the first GS revealed traces of a previous search for *normal road wear and tear* (Figure 7-63). The drafting phase lasted 40:41 minutes and was followed by a short revision of ca. 5 minutes. Eight searches took a total time 2:26 minutes (5.2% of total process time).

Knowledge, skills: Car-related terminology was translated without any hesitation (own experience as a driver). Moreover, SLAW 1 was noticeably fluent in legal phraseology, as demonstrated by on-the-fly change from *dalej* to *zwanym dalej* (both acceptable renditions of *hereafter*, the second more formal) or phrases such as *przedmiotowy pojazd* (*the vehicle in point*), *oznaczona data/godzina* (*specified date/time*), *przyjmować do wiadomości* (*to understand, acknowledge*). The trainee sometimes used auto-corrections,

but corrected some errors manually. Repeated parts of sentences (e.g. *The Renter swears and attests...*) were copied and pasted, not typed anew.

Spotting translation problems: SLAW 1 did not report any difficulties in this task, especially compared to texts used for PE exercises. Still, there was a “foothold” first word in the sentence about alternative return locations and longer pauses before some expressions: *base fee, good operable condition* or *good working order*. In some sentences, SLAW 1 kept typing and deleting the first words. All of these could be evidence of problems. The first use of a bilingual dictionary was triggered by the expression *to hold harmless*.

Sources of information: SLAW 1 declared they relied mainly on their own knowledge and indeed sources were used sparingly: mainly GT for individual terms/phrases – only the problematic part, not the whole sentence (Figure 7-63) – and bilingual dictionary (Getionary). During revision, the trainee compared GT output of one sentence and their own translation (Figure 7-64) for over a minute.

Skills deficits, errors: SLAW 1 had a surprising problem with terminology: the pair *Właściciel-Wynajmujący* (*Owner-Landlord*) was not detected as two references to the same party, despite the legal background. The modal sense of the verb *to agree* was missed. Although GT output was not consulted to check parties’ names or the verb *to agree*, the trainee missed the correct MT version of *Renter* and could have confirmed the sense of ‘consent’ of this quasi-modal verb. SLAW 1 quickly assumed (no sources were consulted) that *outstanding warrants* referred to unpaid penal tickets. While fluent in legal language, SLAW 1 had a tendency to use nominalisations excessively, to make TT sentences more formal than in the ST or to use very official expressions, such as *użytkowanie w ruchu lądowym* (*use in land traffic*), *użytkownik pojazdu* (*vehicle user*), *porządek prawny* (*legal order*).

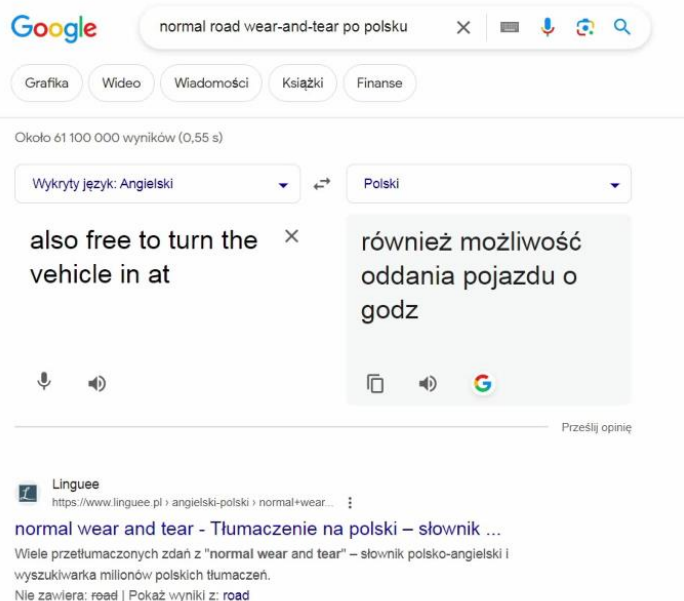


Figure 7-63. Incomplete sentence input into DL by SLAW 1 – output with a deverbal noun instead of a verb

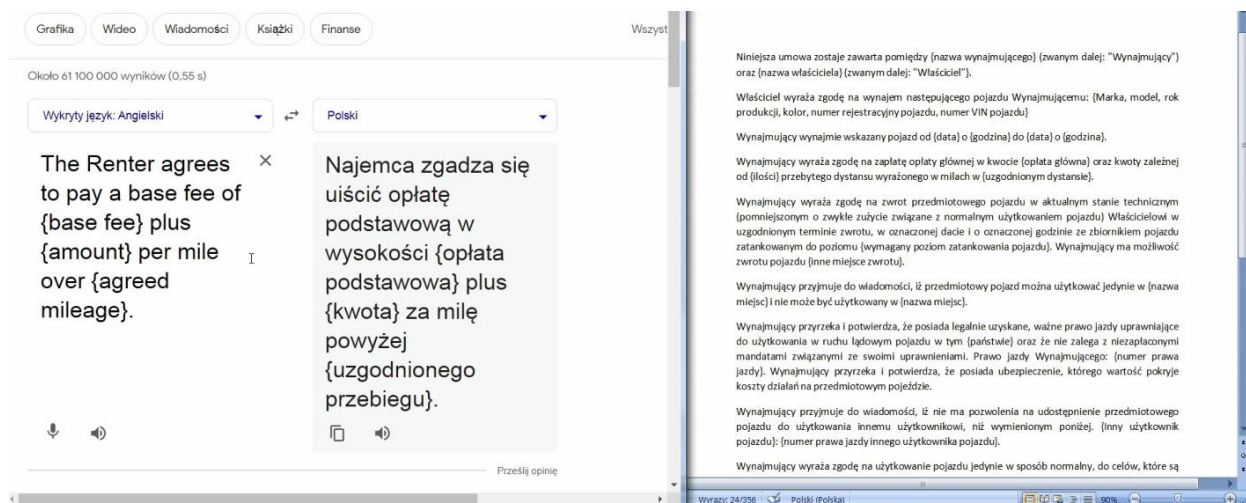


Figure 7-64. Comparison of DL output with SLAW 1's own translation

7.2.9.2 Task 2

Translation environment and process: In task 2, the screen was split in the same way, both manual and automatic corrections were used and pieces of text being translated/revised were highlighted. There were only 4 searches, which took 1:33 minutes (3.3% of total process time – 47:00 minutes). Drafting took 40:41 minutes and revision was just over 6 minutes, i.e. slightly longer than in task 1. For revision, the TT window was enlarged to whole screen (the ST was not consulted) and no sources were used. In the revision phase cosmetic changes were made (e.g. *wynajmowanie* replaced with *najem* or *wynikłego* with *wynikającego*).

Knowledge, skills: Again, SLAW 1 declared relying mainly on their own knowledge. Its manifestations included, for instance an editorial change made on the fly: word order was changed as soon as part of the sentence was typed, improving the TT – compare Figure 7-65 and Figure 7-66).

In general, the trainee was sensitive to register and familiar with legal language. While translating *paid to...* SLAW 1 tried two expressions typical of legal language: *do rąk* and *na rzecz*. In other places, even the first version contained expressions and collocations typically used by lawyers: *uprawniony do objęcia lokalu w posiadanie* (entitled to take possession of premises), *kaucja zostanie zatrzymana jako zabezpieczenie na pokrycie...* (deposit will be retained as security for the coverage of...), *szkody wyrządzone* (damage inflicted, but with more formal word order), *żądać zaliczenia kaucji na poczet...* (to demand that deposit be applied towards...). The trainee's legal background also seemed to facilitate the selection of the right Polish equivalent of *security deposit* after an unhelpful search.

Spotting translation problems: SLAW 1 did not report any difficulties in this translation. The expressions they looked up on the Internet included *security deposit* and *sanitary manner*, both in two sources, even though they did not seem very difficult. In addition, there was noticeable hesitation around binomials (*clean and sanitary, peacefully and quietly*) and the enumeration *business, trade or profession*.

Sources of information: The same sources (GT and Getionary) were used – this time jointly in every search.

Skills deficits, errors: This time parties' names were swapped as early as in the second sentence, which is puzzling. Perhaps the focus on language in a translation task makes it more difficult to access legal knowledge. The modal meaning of *to agree* was not recognised again. Some sentences were made more complex (nominalisations, very formal pronoun *tegoż*). There were some meaning shifts and omissions.

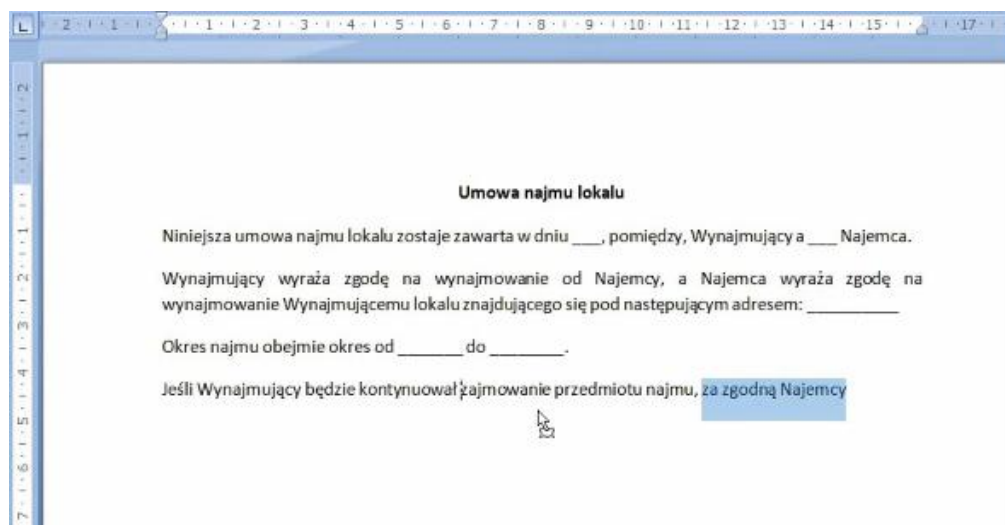


Figure 7-65. SLAW1 spots the need for a word order change while typing

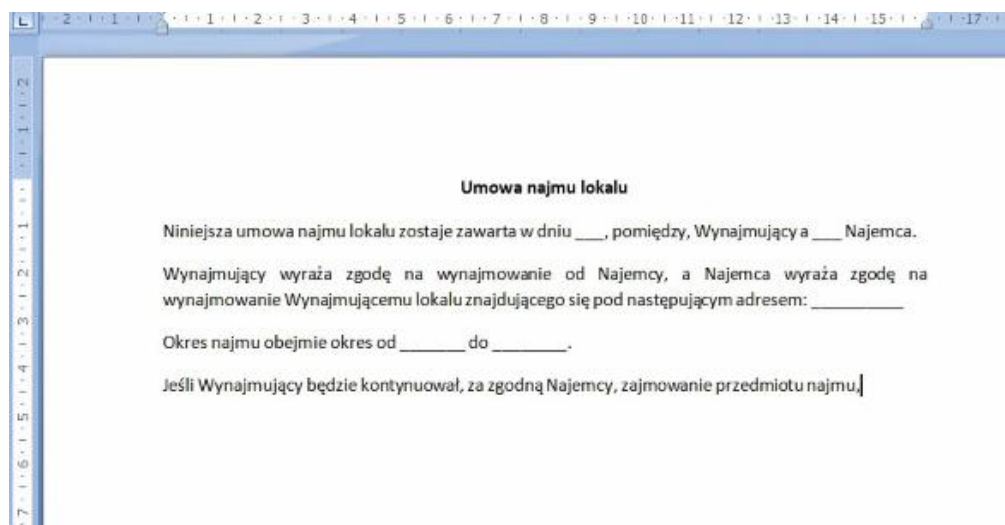


Figure 7-66. Improved sentence with the changed word order (follow-up to Figure 7-65)

7.2.10 TEPIS 1: screen recordings

TEPIS 1 was a translator with considerable experience, though not in LT, so, unsurprisingly, they scored high on the first task. However, the second translation was assessed as less successful by all three assessors: the grades fell from 88.8% to 83.8%, from 80.0% to 76.3% and from 87.5% to 76.3%.

7.2.10.1 Task 1

Translation environment and process: TEPIS 1 worked with a split screen: WB with a PT tab open on the left and a Word file with the ST on the right. The TT was typed below the ST, paragraph by paragraph, and the ST was not removed until the end of the recording (most likely until revision).

There was an orientation phase until 1:50, followed by the drafting phase, which lasted until the end of the recording (49:32 minutes). The actual task time is hard to determine, because the first draft was not ready when recording ended. There was a revision, which was done – as TEPIS 1 prefers – after the translation had “cooled down”. Recorded searches took 17:41 minutes (34.4% of the recording – 51:22 minutes, or 35.7% of the recorded drafting time). The work was unhurried.

Knowledge, skills: TEPIS 1 had considerable experience in translation, which meant they were familiar with some terminology and found the contract fairly easy. The doublet *swears and attests* was translated as *oświadcza* without any hesitation. Information mining tasks were usually grouped for later, but e.g. *outstanding warrants* were checked almost immediately. In this context, an interesting strategy could be observed: when TEPIS 1 encountered the term, they first read ahead, to see if the ST did not explain it, and only then did they search. In general, tabs were not closed and could be revisited.

Spotting translation problems: Red font was used for marking problems to be revisited later. Typos were corrected quickly using Word suggestions. TEPIS 1 explained that typos underlined in red made them lose focus. There was a long pause before translating the verb *understands* (“foothold” first word), followed by typing two versions typed (see Figure 7-67), and a similar pause was registered before the participle *taken to* in the context of places where the vehicle could not be used.

Sources of information: Initially several searches were made in the PT (TEPIS 1 declared they preferred using PTs first). Most search time was spent on one term (*outstanding warrants*) and the paragraph where it appeared. During the long search concerning *outstanding warrants*, TEPIS 1 consulted Quora.com (Figure 7-68 and Figure 7-69), an information source rarely used by other trainees, followed by Diki and Reverso (which, however, perpetuates the mistake that this term means penal tickets - Figure 7-70). When TEPIS 1 started using DL (for comparison), they changed a few solutions in an already translated sentence to ones that are closer to the ST and more appropriate: *aktualne* → *ważne (prawo jazdy) or określonego w Umowie* → *tego typu (pojazdu)*.

Skills deficits, errors: Until 44:58, the left and right windows partly overlapped, so the one in use obscured the one not in use (see Figure 7-67). Difficulties experienced by TEPIS 1 concerned phrases rather than individual words/terms. For instance, they reflected on what would happen if *routine* were not translated into Polish at all.

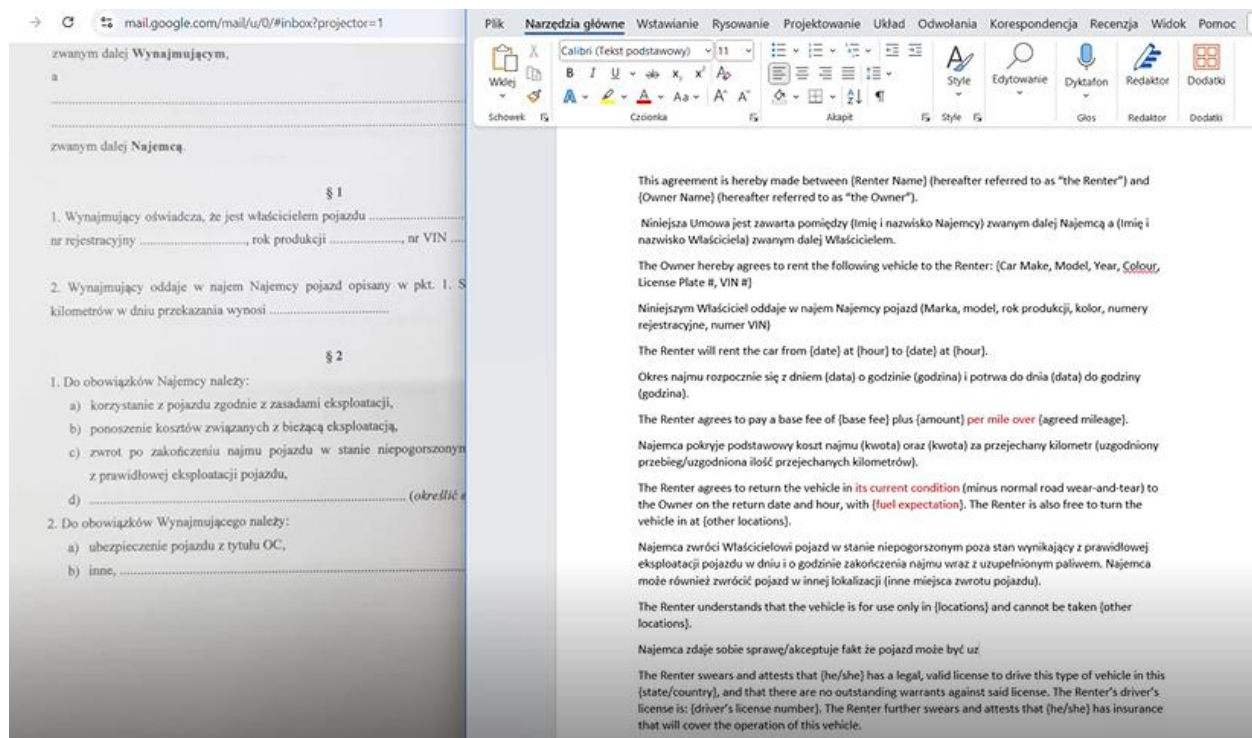


Figure 7-67. TEPIS 1's screen layout with a PT on the left, partly obscured by the ST/TT document, some problems marked in red, two versions of the verb understands

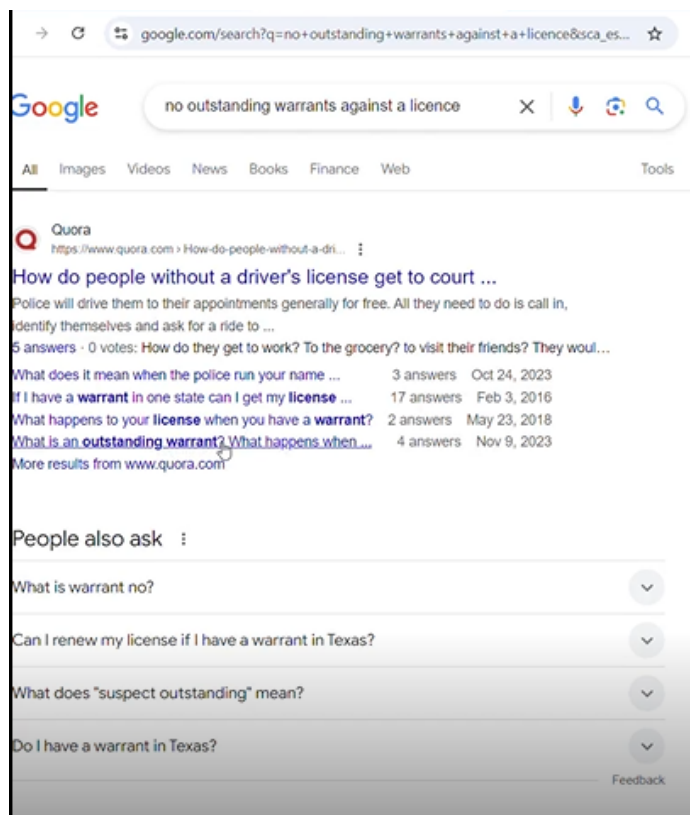


Figure 7-68. Quora.com as a useful source of information for translators

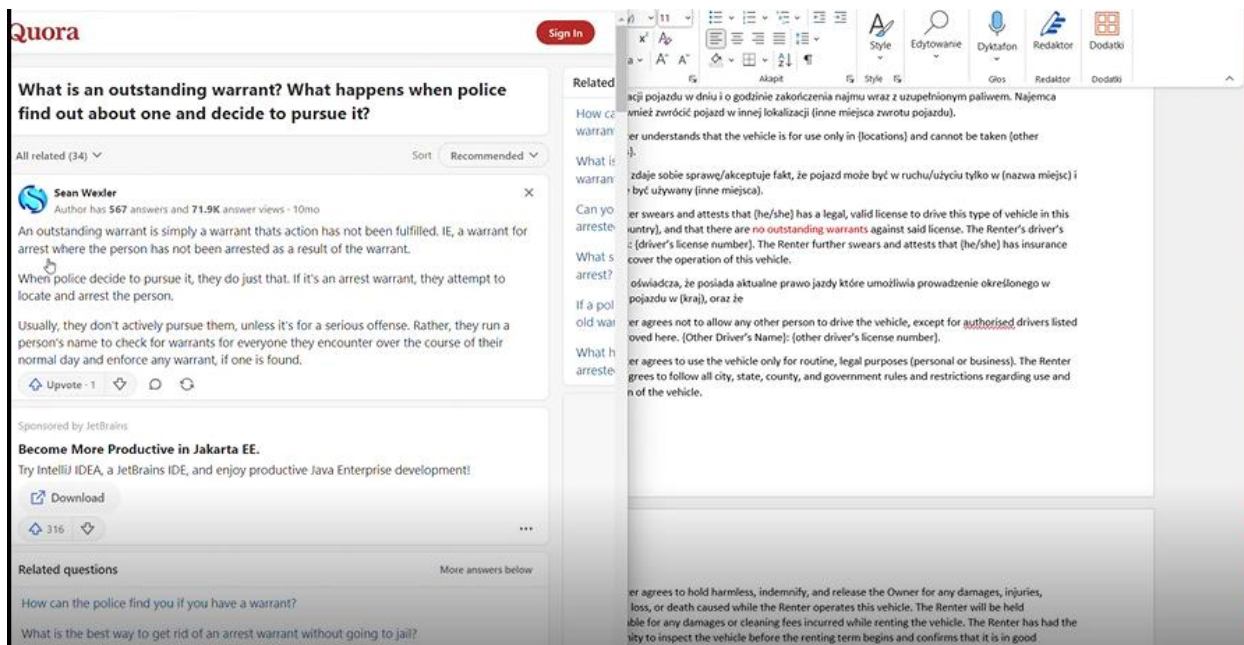


Figure 7-69. Information about outstanding warrants found by TEPIS 1 on Quora.com

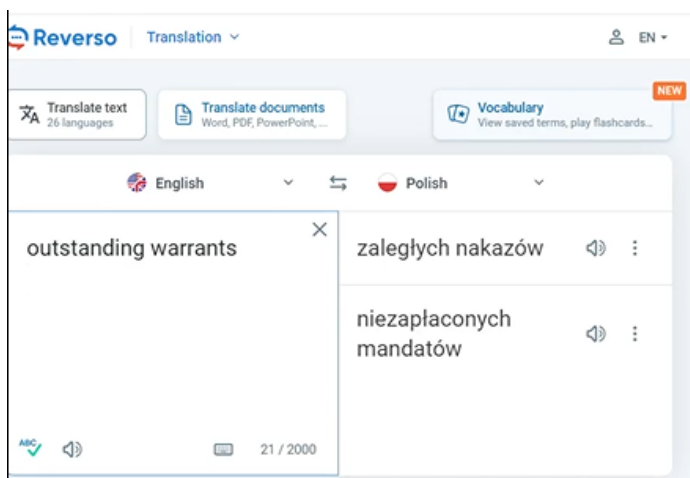


Figure 7-70. Wrong information about outstanding warrants provided by Reverso

7.2.10.2 Task 2

Translation environment and process: This time, according to information from the interview, the trainee started with just the ST/TT document in Google Docs and a paper PT. Subsequent online searches were also made in another WB tab, so the trainee switched between tabs. No orientation phase was recorded; drafting phase lasted 1:22:15 hours, while revision was very short: 4:21 minutes, and involved mainly comparisons with DL output. The whole process was recorded this time.

The total online search time was 6:25 minutes, but the total search time could have been much longer, considering that a paper PT was used. The total time of long pauses, in which PT could have been

consulted, was 29:05 minutes. Searches and pauses together lasted 35:30 minutes, which accounted for 41% of the total process time.

Knowledge, skills: The trainee used good phraseology: *pozostanę w mocy* (will remain in force), *podlega zwrotowi* (is subject to return), *należyty stan sanitarny* (adequate sanitary condition), *rzecz najęta* (leased thing), *regulować czynsz* (to pay rent). These expressions were perhaps taken from the PT or legislation. Even suboptimal expressions included correct legal phrases or terms, e.g. *po upływie umowy* (after the lapse of the contract) can be traced to *po upływie okresu obowiązywania umowy* (after the lapse of the term of the contract), while *korzystać z niezakłóconego i wyłącznego posiadania* (to enjoy undisturbed and exclusive possession) does contain both elements of *niezakłócone korzystanie* (undisturbed enjoyment).

Some renditions evolved from merely acceptable to even better ones:

- the expression *continues to occupy* was first translated as *nie opuści* (will not leave), then changed to *pozostanie* (will remain);
- *The term of this lease will be...* was first translated as *umowa obowiązuje* (the contract is valid), but then replaced with *zostaje zawarta na czas określony* (is entered into for a definite period of time), where the mention of a definite period of time was a legitimate, even if redundant addition (no meaning shift).

Some good changes of word order were made while typing first draft:

- in the sentence about month-to-month rental the expression *za zgodą Wynajmującego* (with the Landlord's consent) was placed before the verb;
- in the sentence about the use of premises for residential purpose only, the expression *w ciągu trwania umowy* (during the term of the lease) was moved to the beginning of the sentence

Spotting translation problems: TEPIS 1 reported a change in attitude this time: they were more conscious of the importance of such texts and felt a greater sense of responsibility, which meant more dilemmas to solve or decisions to make. TEPIS 1 had noticeable doubts about the type of premises: residential or non-residential (even though *residential* appeared in title).

Sources of information: Apart from the paper PT, TEPIS 1 used GS (without opening links), DL and Diki, however, almost all searches were performed towards the end of drafting, after more than 50 minutes of recording. DL was used the most – almost always with full ST sentences pasted.

Skills deficits, errors: The trainee sometimes relied on the PT too much and used expressions which sounded very natural, but resulted in meaning shifts. For instance, the translation of the sentence about the time when the Tenant was entitled to take possession mentioned a fixed time for delivery of the premises and the keys. DL was used as a dictionary once, as in Figure 7-71, though this phrase was relatively safe to translate as it is not very context-dependent.

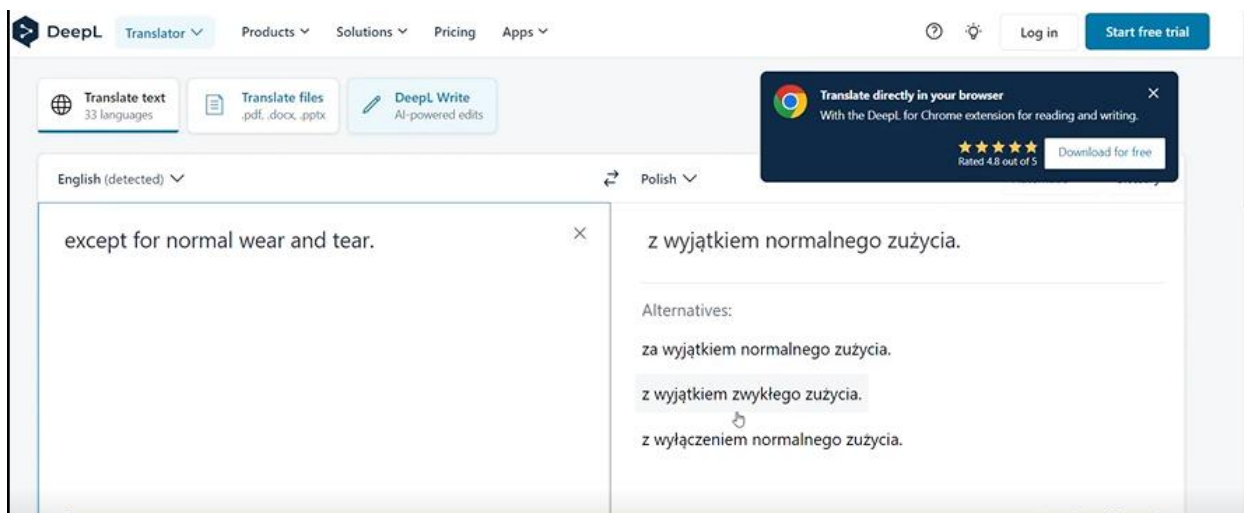


Figure 7-71. DL used for a phrase whose Polish equivalents are not context-dependent

7.2.11 PLAW 1: Screen recordings

This participant, a practicing lawyer, received very high marks for the first translation, but managed to improve slightly according to two assessors (from 92.5% to 93.8% and from 86.3% to 90.0%) or keep up the same level of performance as in task 2 according to the third one (90.0%).

7.2.11.1 Task 1

Translation environment and process: The translation was done in a single Word document, with the TT typed under the ST, paragraph by paragraph. Then, the ST was highlighted in yellow but never deleted. There was no separate revision phase: each paragraph was revised once translated. Typos were corrected during such revision or even while typing. The last minute of the recording was spent revising the longest paragraph. When recording task 1, PLAW 1 believed using information sources was not permitted.

Knowledge, skills: Luckily, in view of the self-imposed ban on information sources, PLAW 1 was familiar with contracts: past tense was used in the first sentence as is typical of Polish contracts (*Niniejsza umowa została zawarta – This contract was made...*), the modal meaning of *agrees* was immediately recognised, as well as the right expressed by *is free to + verb*. PLAW 1 had no problem dealing with *agrees not to...*, which some other trainees struggled with. Legal terminology was also translated easily, e.g. *Renter* as *Najemca*, *wear-and-tear* as *zużycie* or *licence to drive (the vehicle)* as *uprawnienia do prowadzenia (pojazdu)*. Knowing the statutory definition of *najem*, PLAW 1 could render *The Owner hereby agrees to rent* as *Właściciel niniejszym oddaje do korzystania*. Proficiency in legal register was also evident: *ponadto* (*moreover*) was used without hesitation and *odpowiedzialność za* changed on the fly to *odpowiedzialność z tytułu* (*both meaning liability for...*, the second one much more typical of legal language).

As for general knowledge, the trainee noticed the need to change the word order by moving the indirect object closer to subject and verb and correctly interpreted the expression *per mile over* (which was often misunderstood) in the first draft of the sentence, which might point at experience of renting cars.

Spotting translation problems: PLAW 1 made a pause around the binomial *legal, valid (licence)* and decided to reduce it just to the equivalent of *valid* in Polish. In case of the binomial *routine, legal (purposes)*, a similar pause was followed by a decision to retain both elements as meaningful. There were also several attempts to render *liens and encumbrances*, however, they seemed focused on finding the best rendition, because they all revealed expert-level command of the legal language. Figure 7-72 documents a “foothold” first word in a sentence, which was followed by a pause and then a significant reformulation took place – as shown by Figure 7-73. PLAW 1 usually made longer pauses (even over a minute) before a new sentence, suggestive of careful reading.

Sources of information: No external sources were used due to a mistake about the task conditions.

Skills deficits, errors: Despite realising the difficulty of translating *outstanding warrants* (pause, several starts), the term was interpreted as meaning *penal tickets*, however, guessing was somewhat justified as PLAW 1 believed they had to rely on their knowledge only. There was an over-translation in the phrase *insurance that will cover the operation* as the participant indicated the kind of insurance (see Figure 7-74). A minor problem was caused by the tendency to use nominalisations, which Polish lawyers often do.

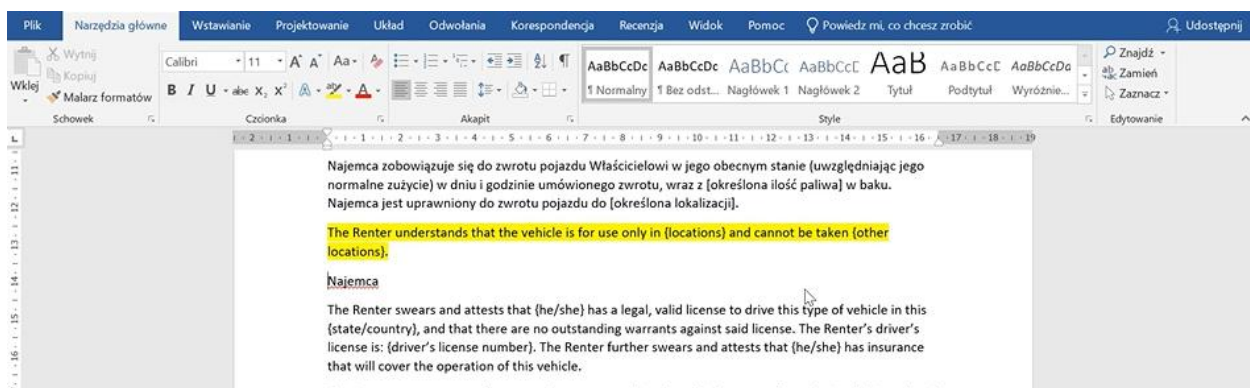


Figure 7-72. “Foothold” first word preceding a reformulation of the sentence

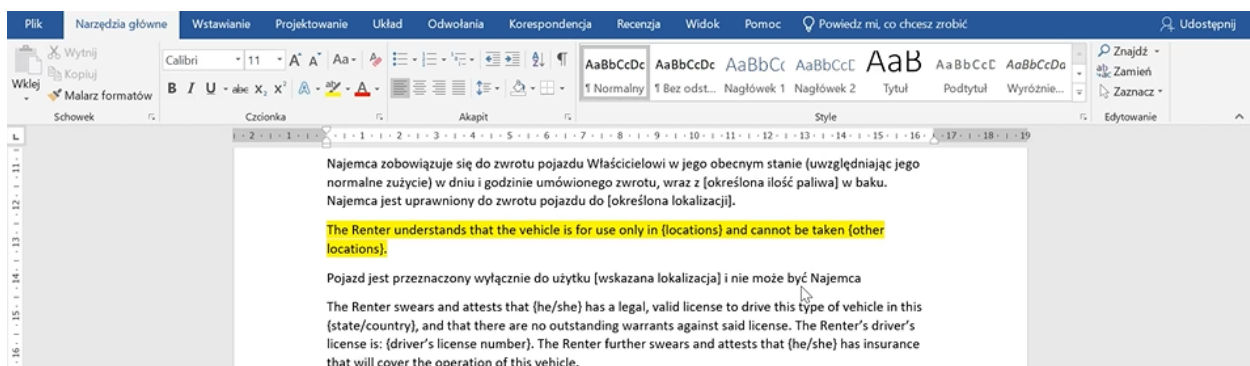


Figure 7-73. The typing of the reformulated sentence (follow-up to Figure 7-72)

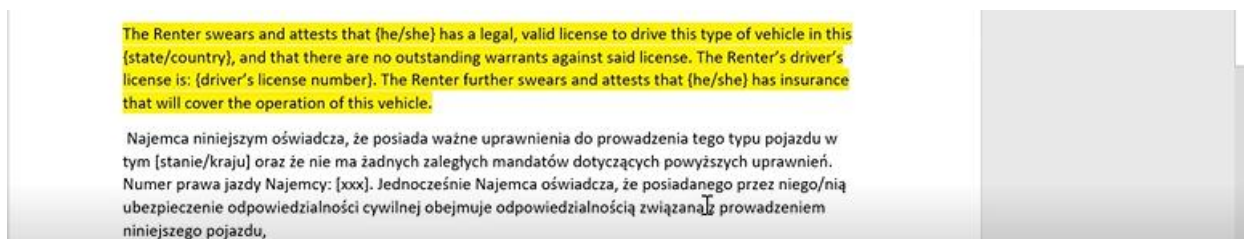


Figure 7-74. A paragraph with a mistranslation and an over-translation

7.2.11.2 Task 2

Translation environment and process: PLAW 1 used the same setup as in task 1: a single document with highlighted ST on top and the TT typed below, paragraph by paragraph. This time sources were consulted: the total duration of 13 searches was 4:43 minutes (11% of the total recording time of 42:02 minutes). There was a very short (just over a minute) final revision during which PLAW 1 accepted automatic correction suggestions.

Knowledge, skills: Due to the participant's proficiency in contract drafting, some blanks were replaced with instructions in brackets (see Figure 7-75). Again, they showed familiarity with the legal register, e.g. the use of past tense (*została zawarta* – *was entered into*) and *oznaczenie strony* (*party's designation*) – see Figure 7-75. Some sentences were reformulated using MT output pasted into the TT, without deleting the first version (see Figure 7-76).

During the interview, PLAW 1 described the changes in task 2 compared to task 1. They perceived their own work to be faster and smoother after PE exercises with boilerplate provisions. Also, they felt more at ease recording the second process. They used more plain Polish solutions this time. PLAW 1 also had the awareness that some terms are untranslatable and that English versions may be retained. PLAW 1 perceived that in task 2 they made greater effort to understand the ST, knew what to pay attention to and often paid attention to context (understood as “other words near word of interest”) or checked beyond immediate context. They were keen to know other translators' solutions to learn from them.

Spotting translation problems: PLAW 1 did not seem to experience problems, but to use sources to check or confirm their translation solutions.

Sources of information: PLAW 1 used mainly the Polish Civil Code and its English translation, as well as DL, which became PLAW 1's favourite MT engine after the course (previously GT). In general, the participant declares that their preferred sources are PTs, texts from EUR-Lex (relevant for work) and the English version of the Polish Civil Code in Lex information system (to which they have access through the employer). The translation is critically evaluated as “not always fit for purpose”, but with the legal background and frequent work with English contracts, they “know when something does not sound right”.

Skills deficits, errors: A “safe” over-translation was made in specifying the term of the lease – addition of *na czas określony* (*for a definite period*). A mistranslation occurred in the sentence which prohibited the Tenant from using the deposit to pay rent: the Polish version extended this prohibition to the Landlord.

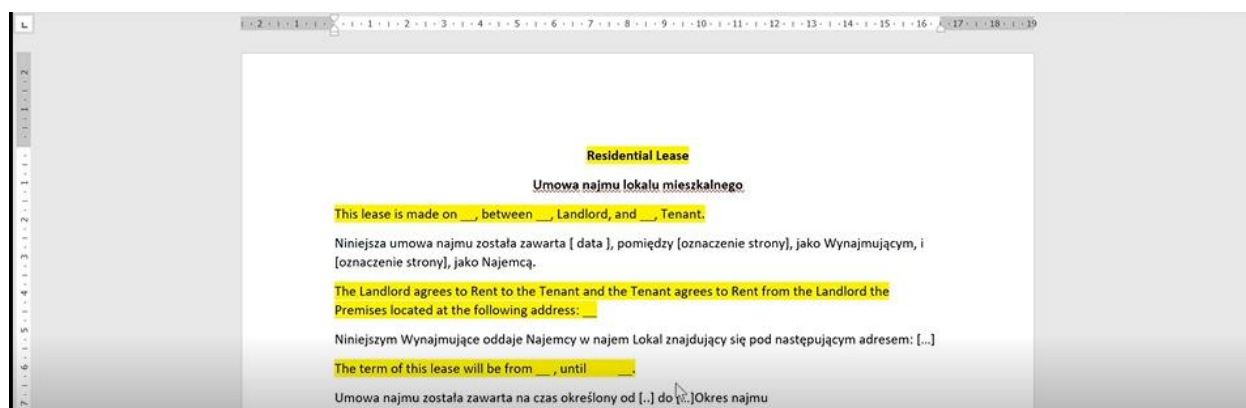


Figure 7-75. First sentences changed in line with Polish practice

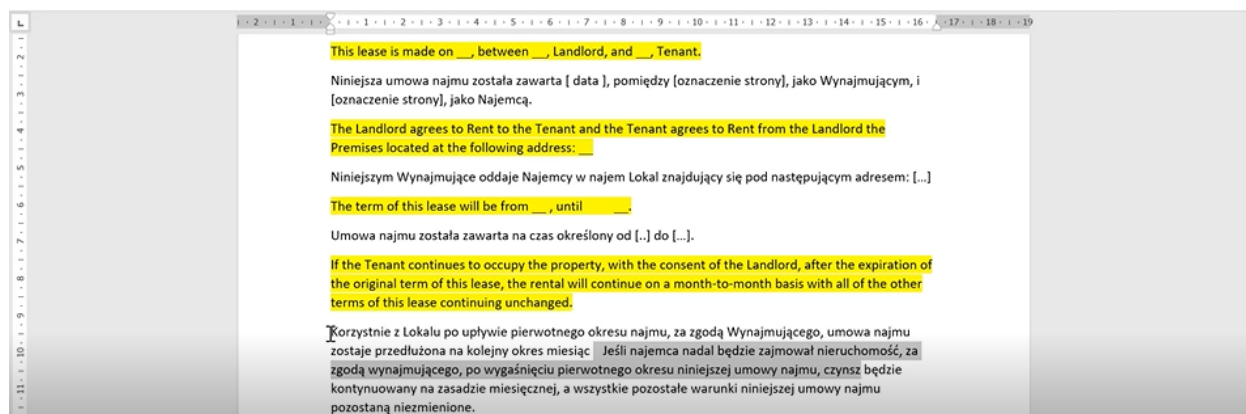


Figure 7-76. Two alternative renditions (one highlighted)

7.2.12 PLAW 3: Screen recordings

The performance of PLAW 3 was assessed to improve considerably by one assessor (from 83.8% to 95.0%) and to deteriorate slightly by the other two (from 95.0% to 91.3% and from 88.8% to 87.5%).

7.2.12.1 Task 1

Translation environment and process: PLAW 3 worked in a single document, with the TT typed under the ST, paragraph by paragraph. The work was fast, with just 5 searches. Total search time was 1:40 minutes, which corresponded to 6% of the total recording time of 28:45 minutes. There was no revision (or no revision was recorded). Making the screen recording with a 15-minute limit seemed stressful, as the remaining limit was checked frequently, but there was no choice of software due to the employer's policy.

Knowledge, skills: The participant clearly knew legal terminology. For instance, parties' names were quickly translated like in the Polish Civil Code, the verb *agrees* was immediately recognised as an assumption of obligation, the term *stan niepogorszony* (*non-deteriorated condition*) was used to translate a non-term-like expression *in its current condition*. PLAW 3's subject knowledge also enabled them to (legitimately) add the word *szkody* (*losses/damage*) in the context of insurance coverage or reduce the

translation of *liens and encumbrances* to just *obciążenia (encumbrances)*. This reduction was a conscious decision, which PLAW 3 confirmed during the interview. The trainee was fluent in the legal register: *auto* was quickly removed from the TT as too colloquial, the expression *legal valid license to drive* translated as *ważne w świetle obowiązującego prawa prawo jazdy (driving licence valid in the light of applicable laws)* with little hesitation, the whole chunk *rules and regulations regarding use and operation* translated as *przepisy regulujące sposób użytkowania* and *in good working order* generalised as *w stanie do umówionego użytku* (a term from the Polish Civil Code). As for syntax, PLAW 3 was able to change word order while working on the first draft (indirect object was moved – compare Figure 7-77 and Figure 7-78).

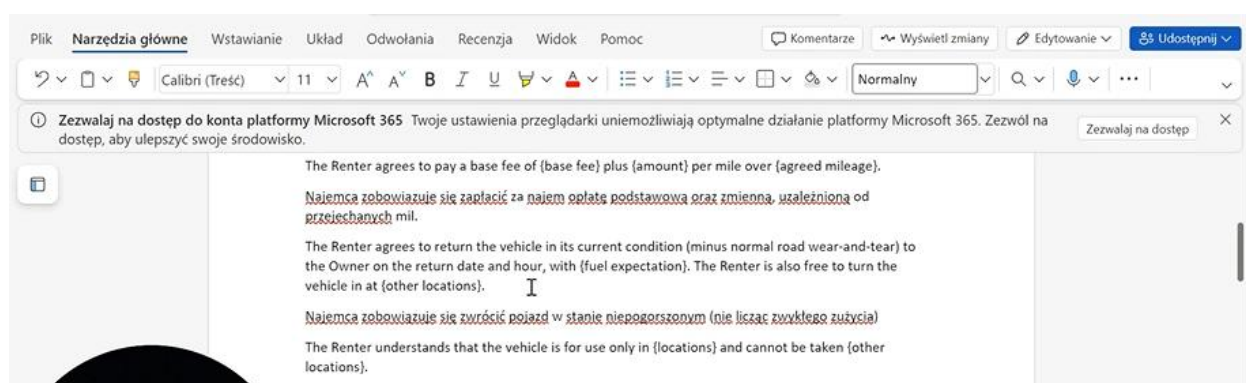


Figure 7-77. PLAW 3 reaches an element of the ST sentence (to the Owner) and recognises a need to change the word order in the TT

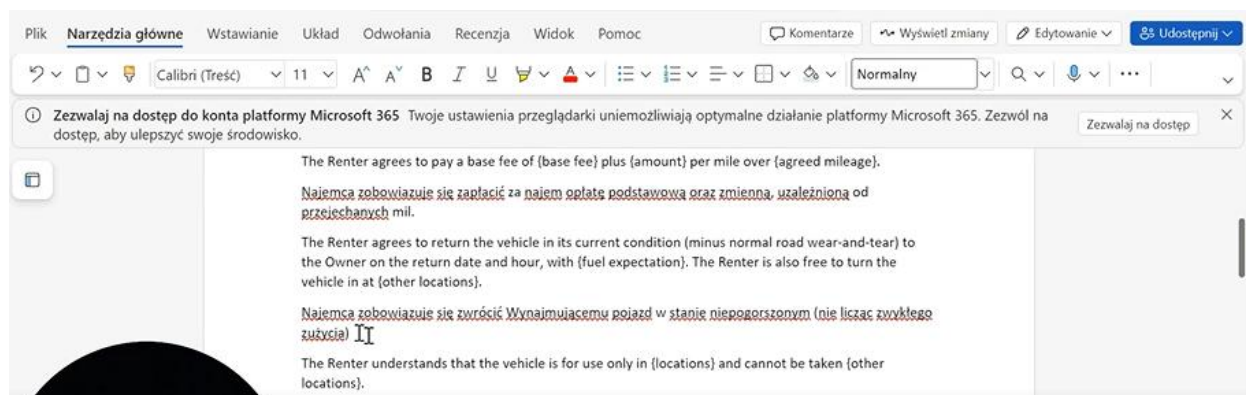
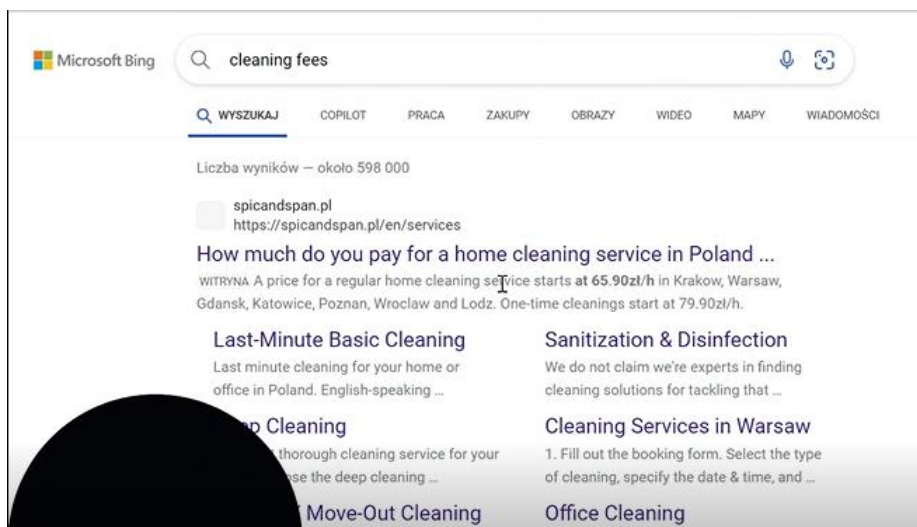
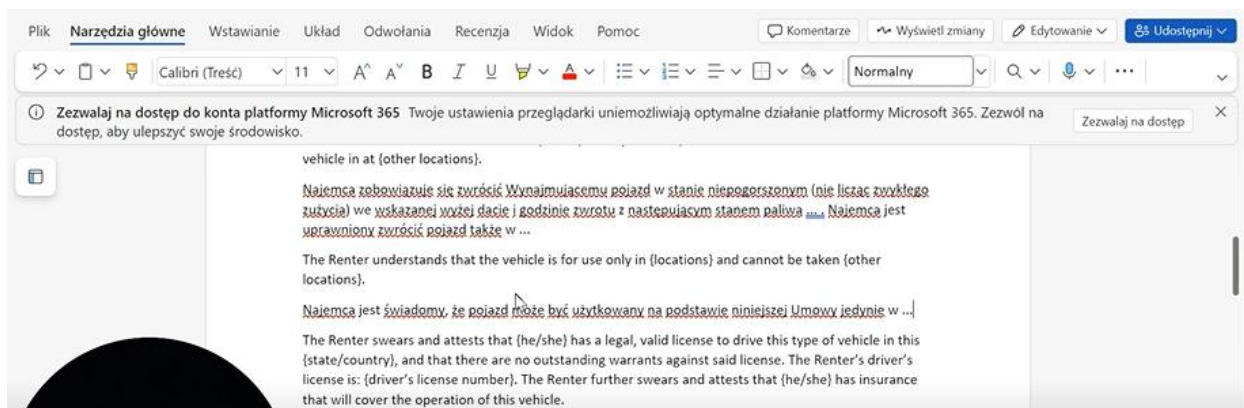
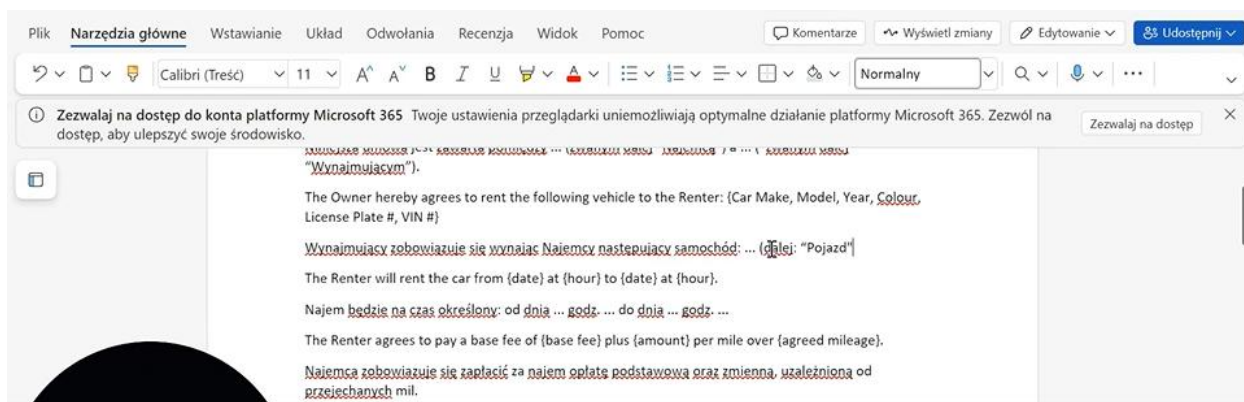


Figure 7-78. Word order change made on the fly by PLAW 3 (follow-up to Figure 7-77)

Spotting translation problems: Despite the generally fluent work, PLAW 3 occasionally started a piece several times, e.g. when translating the expression *agrees not to allow*, the enumeration *city, state, county and government* (*government* was quickly rendered as *federalnych*) or before the “hold harmless” clause.

Sources of information: Few online sources were used, mainly Bing search engine and Bab.la dictionary. During the interview, PLAW 3 admitted that their knowledge was sufficient for both translation tasks, unlike the boilerplate provisions used in PE exercises, which required consulting more sources and were more “intellectually challenging”, because one had to be “more artful with words”.



Skills deficits, errors: Experience in contract drafting may have made PLAW 3 more willing to interfere with the text. During the interview, they explained they had tried to translate sense for sense and realised this approach could have been “too free” (as confirmed by feedback from assessors). Examples include:

- addition of a capitalised term *dalej*: “*Pojazd*” (hereafter: the “*Vehicle*”) instead of car parameters; *date* and *time* in brackets were replaced with ellipses (see Figure 7-79);
- *na podstawie niniejszej umowy* (on the basis of this contract) was added (see Figure 7-80);
- reasons for liability were removed altogether (the TT mentions any liability – without specifying types).

The search expressions were rather general, so the results were poor (e.g. *cleaning fees* alone yielded results as in Figure 7-81 and Figure 7-82). The expression *per mile over* was mistranslated in a way which would make the fee applicable to all miles driven by the Renter, not just miles in excess of the limit.

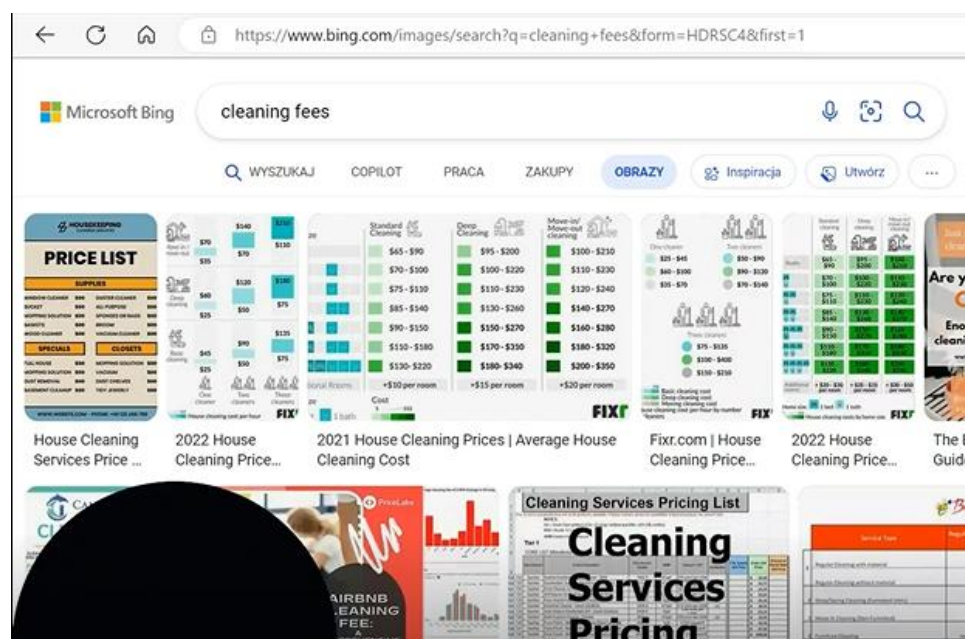


Figure 7-82. Results of a Bing search for images relating to cleaning fees without further context

7.2.12.2 Task 2

Translation environment and process: The process was extremely fast (13:50 minutes) and involved no searching and no revision. A child could be heard playing very loudly in the background.

Knowledge, skills: PLAW 3 seemed to have sufficient knowledge again to translate without any external sources. The approach was closer to co-drafting, as demonstrated by how the prohibition of use of the Premises for business purposes was translated (see Figure 7-83) or by the fact that the TT does not indicate who should pay rent to whom. On the other hand, PLAW 3 was careful to retain parties’ reciprocal promises at the beginning of the contract. According to the participant, knowledge of translation strategies (a presentation on domestication and foreignization was given after task 1) helped them. As previously, PLAW 3 showed proficiency in legal terminology: *przedmiot najmu* (subject-matter of lease), *objąć w posiadanie* (take possession), *korzystać w sposób niezakłócony* (use in an undisturbed manner), etc. The verb *to agree* was always rendered in the modal sense of obligation.

Spotting translation problems: There are no major pauses or hesitations, yet PLAW 3 declared they paid more attention to style, especially enumerations in common law legal language.

Sources of information: No external sources were used. According to PLAW 3, this contract was easier to translate than the first one and Polish versions “formed themselves” in their head while they read the ST.

Skills deficits, errors: Considering how quickly the translation was prepared, the text is decent, but a negation is missing in the last sentence (potentially a critical error), there is one spelling mistake (*dlaej* instead of *dalej*) and some meaning shifts, e.g. *Najemca zobowiązuje się płacić czynsz* (*The Tenant agrees to pay the rent*) as a translation of *the Tenant agrees to Rent from the Landlord the Premises* or *umożliwić Wynajmującemu w miarę możliwości dostęp* (*enable the Landlord to access, as far as possible*) as a translation of *to allow the Landlord reasonable access*.

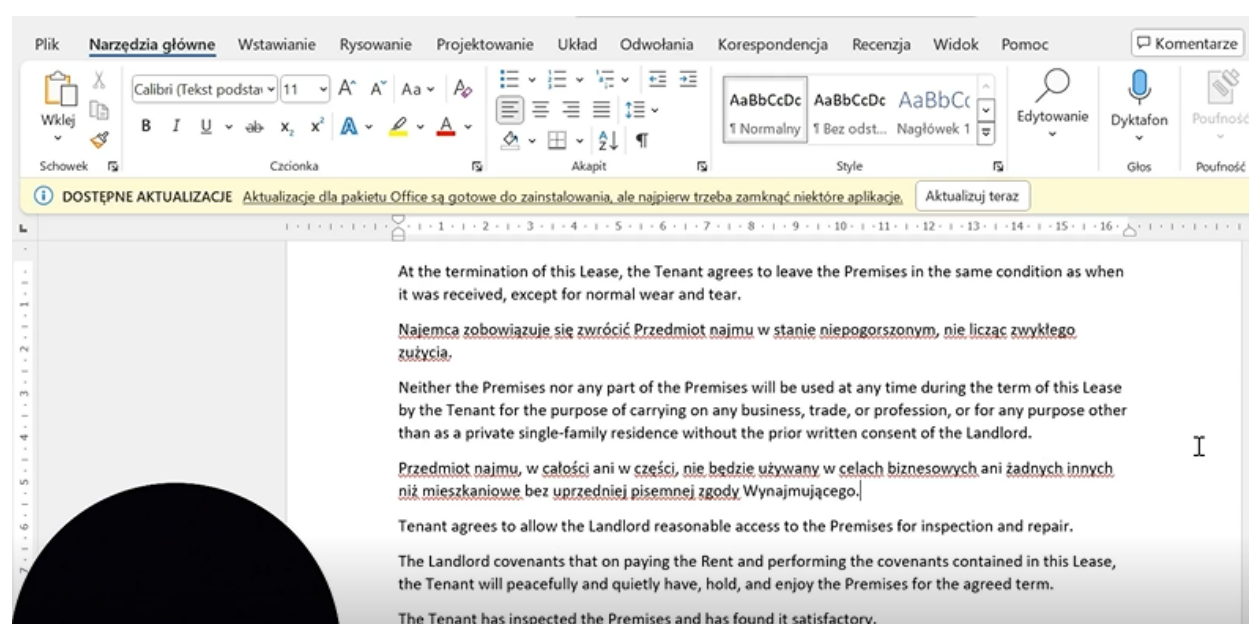


Figure 7-83. Civil law style translation of the provision prohibiting the use of Premises for non-residential purposes

7.3 Trainees' own comparisons of task 1 and task 2 processes

Some participants were unable to record their processes (or only managed to record one of them) but tried to describe how they worked in writing or in interviews. Their descriptions also provide interesting insights about these processes, much more subjective than recordings or keystroke logs.

7.3.1 IPSKT 5: task 1 recording and free interview

IPSKT 5 was the participant who made the biggest progress measured by PIE and the assessment in translationQ confirms this: all three assessors considered that this person's performance improved considerably (from 65.0% to 81.3%, from 66.3% to 76.3% and from 66.3% to 78.8%).

The recording of task 1 was among the longest translation processes: 1:45:47 hours. The recorded process included a lot of searching in a great variety of sources, both to understand the ST and to express the

meaning in the TT, including checking correct usage of Polish, which is not the trainee's L1. According to Inputlog, pause time (i.e. anything apart from writing) accounted for 65.67% of total process time, while writing was done in very short chunks. The sources consulted included: GT and DL (output was compared), GS with or without opening links, a monolingual dictionary of Polish, PTs and legislation. Sometimes MT output was not very useful as only phrases were pasted, rather than full sentences. Still, IPSKT 5 showed very good searching skills and perseverance in searches: this participant was one of the few who found what *outstanding warrants* meant. In their own words, this is the result of their natural curiosity and their experience in technical translation where, in case of unfamiliar subjects, extensive research is necessary. In the TT, there were signs of L1 interference, both in terms of syntactic structures (*wyraża zgodę przestrzegać, jest w prawie zwrócić samochód*) and spelling (*ubiespieczenie, eksploatacja*).

In task 2, IPSKT 5 used mainly a printed PT and consulted a friend who is a NS of Polish. Although the PT was different from the English one, some expressions could be used in the TT. Other sources for task 2 included online dictionaries and GSs in which the search expressions included the SL term/word and a suggested translation in order to confirm/reject such candidate translations. According to IPSKT 5, task 2 took between 1.5 and 2 hours (total editing time in Word was 192 minutes). There were noticeably fewer instances of unusual syntax (*W terminie do dnia ustania najmu*), spelling errors (*zabiespiecza*) or mistranslations (e.g. omission of *reasonable access*).

7.3.2 IPSKT 6: task 2 recording and free interview

IPSKT 6 made progress according to two assessors (from 73.8% to 88.8% and from 77.5% to 83.8%), but their performance was judged as worse by the third one (from an exceptionally high 90.0% to 83.8%).

IPSKT 6 is another participant for whom Polish is not L1, but who had experience of work as a translator and reviser. For their employer, efficiency was of paramount importance, so IPSKT 6 became a very efficient user of MT, with a lot of research to check language matters, but less time for subject-matter research. Both translations were done quickly: task 1 in 31 minutes (total editing time in Word), task 2 in 21 minutes (recording). Both processes were in fact PE, which is how IPSKT 6 usually translates, and both started with translating the whole text in GT. The difference was that in task 1 Reverso concordancer was used to "check translations in context" (this was the case with more difficult terms, like *outstanding warrants*), while in task 2, DL output was additionally used, often after tweaking it in DL interface using alternatives. Therefore, in task 2, IPSKT 6 usually compared two MT versions and made additional checks in Reverso, without any research to understand or compare concepts. In both tasks, most errors were probably MT-induced and could be classified as excessively literal renditions (e.g. *to agree*, binomials, enumerations, "hold harmless" clause, covenant of quiet possession or *month-to-month rental*).

7.3.3 IPSKT 7: two written descriptions, no interview

IPSKT 7 was seen to make progress between task 1 and task 2 by two assessors (from 81.3% to 93.8% and from 85.0% to 90.0%), but scored slightly worse on task 2 according to one assessor (from 90.0% to 87.5%).

In task 1, IPSKT 7 prepared the first draft using only their own knowledge. The doubts and difficulties mentioned by the trainee included some that were not mentioned by other trainees, namely *Renter* and *Owner*, *mileage* (search on ProZ.com and in Reverso), *driving licence* (choice between *prawo jazdy* and a broader, but also less reader-friendly *dokument uprawniający do kierowania pojazdem*). Binomials were

clearly a challenge, too. The trainee mentioned near synonyms *use-operation* (about which IPSKT 7 remained uncertain despite searches), *swear-attest* (where *przysięgać* was rejected as not used the genre of Polish contracts), *hold harmless-indemnify* and *lien-encumbrance*. The last two pairs made translating the sentences where they appeared the most difficult in the whole task and required searches in ProZ.com in addition to dictionaries. Although the modal meaning of *to agree* was correctly recognised in most cases, IPSKT 7 translated it as consent twice. Overall, this translation was a promising first assignment.

In task 2, the trainee also started work by translating the whole text. In case of doubts, IPSKT 7 compared problematic passages with DL versions. Apart from DL, sources included ProZ.com and GS (for definitions). The whole process took around 3 hours, including breaks for unrelated activities. The description of the process showed signs of reader orientation or attempts to stick to TL genre conventions: the expression *zwanym dalej* (*later referred to as*) was used because it is generally known, the term *lokal* (*unit*, without specifying if residential or otherwise) was chosen because it is often used in leases. Meanwhile a decision was made to reformulate the sentence on parties' mutual promises as a statement of the contract's object to avoid sounding "exotic", because no Polish contract the trainee had found contained anything similar. Yet, the trainee provided also an alternative, more literal rendition. There were a few other alternative translation solutions, e.g. *zapoznał się ze stanem / sprawdził / dokonał oględzin Lokalu*. The familiarity with leases in Polish enabled IPSKT 7 to simplify *opłaty czynszowe* (*rental payments*) to *czynsz* (*rent*).

7.3.4 IPSKT 13: own descriptions and scripted interview

IPSKT 13's performance was assessed to have improved from task 1 to task 2 by all three assessors (from 83.8% to 88.8%, from 76.3% to 82.5% and from 81.3% to 85.0%).

Task 1 took approx. 120 minutes, task 2 - 80 minutes (in both cases, the time included drafting and revision). The sources used in task 1 included: Diki dictionary and Reverso concordancer, but no sources were used in task 2, as the trainee did not find any unknown words. With hindsight, they thought that research could have prevented some errors (like *profession* translated in the sense of any occupation). Some problematic fragments indicated in both texts are the "usual suspects", that is, the problems indicated by many other trainees, but the descriptions shed light on the thought processes.

In task 1, these typical problems described by IPSKT 13 concerned:

- whether *swear and attest* was just a figure of speech or two meaningful verbs that needed translation;
- assuming that *outstanding warrants (against said licence)* are understood and translated as *nakazy sądowe*, what preposition should be used to link this expression to *prawo jazdy* in correct legal Polish;
- *hold harmless, indemnify, and release* – IPSKT 13 had trouble finding the equivalent of *hold harmless* and then a decision had to be made whether it was possible/necessary to distinguish between these near synonyms in translation (finally, only one Polish expression was used).

Less typical problems included *road wear and tear* and *insurance that will cover the operation of this vehicle*; in both cases IPSKT 13 had trouble rendering the message in Polish and considered translating the former as: *zużycie drogowe*, *zużycie*, *eksploatacja*, *zużycie eksploatacyjne*, *zużycie wynikające z eksploatacji samochodu* and the latter as *ubezpieczenie, które pokryje/obejmuje eksploatację*.

The errors in task 1 included, e.g. parties names *Najmujący-Wynajmujący* or *ubezpieczenie, które pokryje eksploatację* (*insurance that will cover maintenance*). The modal meaning of *to agree* was detected.

In task 2, the only “popular” problem reported by IPSKT 13 was *private single-family residence*, where they realised that not knowing if the lease concerned a house or an apartment made rendering this expression in Polish difficult (but the adjective *single-family* made *house* more likely). Less typical problems were:

- the repetition of parties’ names and the verb *to rent* in the sentence stating the parties’ mutual promises, which triggered doubts if it could be reformulated without being so repetitive;
- the expression *to take possession* – whether legal or general language should be used (*wziąć w posiadanie* vs. *zamieszkać*), which the trainee saw as an example of a more general problem of choice between plain or colloquial language and a more formal, “sophisticated” style;
- prohibition of using the security deposit *as payment for the Rent* – the trainee remarked that it was easy to understand; the TL versions they considered suggested a problem with ST understanding, though IPSKT 13 saw it as a problem with re-expressing it in Polish in a way that would “sound natural”.

The main error in task 2, apart from some awkward but understandable renditions, was that *Landlord* was translated as *Właściciel* (*Owner*), which was not certain. This was probably based on the experience with task 1, where the parties were *Renter* and *Owner* and the latter could be rendered as *Właściciel*.

In the interview, IPSKT 13 confirmed lack of systematic legal knowledge, but believed to have absorbed some, whether accidentally (films) or for their own needs. They believe LT to be an “exercise in style” and style to be “learnt through exposure – listening or reading, not through asking questions”. During task 2, they felt the practice in class had already helped and their sense of style had improved. As for searches, IPSKT 13 performs research (even long searches) while drafting, because they see it as a condition for a good translation. IPSKT 13 wants to avoid the chaos and gaps that emerge when words are not looked up as they are encountered. They are a fan of concordancers, where translated words can be seen in context.

7.3.5 IPSKT 15: scripted interview

IPSKT 15 made considerable progress between tasks 1 and 2 according to all assessors: from 68.8% to 95.0% (!), from 73.8% to 90.0% and from 80.0% to 88.8%).

IPSKT 15 experimented with domestication strategies in both tasks: they added paragraph numbers and internal cross-references in task 1, while in task 2 they provided two versions of the sentence banning the use of Premises for residential purposes: a civil-law style (as in co-drafting) and a more literal rendition in a common-law style. IPSKT 15 made noticeable effort to use language typical of Polish contracts in task 2, however, sometimes it resulted in meaning shifts, such as *base fee* translated as *czynsz najmu* (*rent*) and *alterations* translated as *inwestycje* (*outlays, investments*). Meanwhile, in task 1, they swapped the names of the parties once, used both *Wynajmujący* and *Właściciel* as translations of *Owner* and changed *miles* to *kilometres*. There were also some meaning shifts in task 1: the TT provided that the Renter could return the car *w wybranym przez siebie miejscu* (*at a place of their choosing*) rather than at locations that could be listed in brackets or that a fee was payable *za każdy przebyty przez Najemcę kilometr* (*for each kilometre driven by the Renter*) rather than for each mile over a certain limit.

IPSKT 15 had translated a few contracts before the course, but specialised in film, pop culture and medicine, so definitions, legal terminology and phraseology were new to them. Yet, some phrases were familiar and IPSKT 15 assessed their knowledge of law as above-average, though not as much as lawyers. However small, this experience and knowledge was helpful, just like familiarity with DL and translator fora. The availability of good contract templates from gov.pl websites helped, too. IPSKT 15 has a habit of searching as soon as something “unhinges” them and engages in intensive searches, sometimes leading to “choice paralysis”. The consulted sources included: DL, translators’ fora, including ProZ.com, PTs, GSs – with just results viewed in easier cases or with opening links to encyclopaedic sources in case of more challenging terms. The difficulties encountered in both tasks resulted from differences between the elements of Polish and English contracts (structure) and doubts about whether binomials and near-synonyms should be retained or simplified/reduced in translation. IPSKT 15 considered that the way they translated task 1 was the same as in any previous translations, while in task 2 they felt more comfortable translating a contract, with greater self-confidence due to new experience and knowledge.

7.3.6 SLAW 2: scripted interview

SLAW 2 was seen by two assessors to have made considerable progress between the tasks (from 71.3% to 93.8% or from 76.3% to 85.0%) and by the third one to have made some progress (from 73.8% to 76.3%).

SLAW 2 found their knowledge about Polish contracts beneficial for translation tasks, yet found their first attempt at translation challenging. Before the course they only translated pieces of Polish legislation into English (never in the other direction) as part of English classes and TOLES course. They declared familiarity with most of the vocabulary used in both tasks, even though some terms or phrases needed brushing-up. During the TOLES course, knowledge about common law systems had been covered only marginally, so the presentation about common law contracts was helpful and course notes may be useful in the future.

The sources used by SLAW 2 in both translations included their own notes, the Civil Code and a textbook on legal English. Their working style is such that the first draft is already the final version. However, the lack of final revision could be seen in the “side effects” of editorial changes when grammatical forms did not match (*nie istnieją wyraźne nakaz sądowy wydany*). The participant also seemed not to have checked the meaning of some ST passages, e.g. the enumeration of types of rules applicable to vehicle use was translated as *przestrzeganie przepisów drogowych oraz zasad korzystania z pojazdu* (*adherence to road traffic regulations and the principles of vehicle use*), while the “hold harmless” clause was probably translated on the basis of guesswork as an obligation to keep the vehicle unharmed.

SLAW 2 considers that the difference between how they worked on task 1 and task 2 was that the first translation was much more word-for-word, while the second one was freer. In task 2, they attempted to make sure the words “fitted together better” than in task 1 as they felt more relaxed and knowledgeable about common law contracts, which helped them deal with difficulties and made the process faster. Another difference was that, unlike the first contract, the second one was reviewed after some time. This seems to have enabled SLAW 2 to make fewer errors, though there were still some mistranslations, e.g. *all of the other terms of this lease continuing unchanged* was rendered as *wszystkie warunki zawarte w niniejszej umowie będą wiążące dla Stron* (*all terms and conditions of this contract will be binding upon Parties*), while private single-family residence – as *prywatna rezydencja* (*private mansion*).

7.3.7 SLAW 3: scripted interview

The performance of SLAW 3 was assessed as having deteriorated slightly from task 1 to task 2 by one assessor (from 86.3% to 83.8%), but as having improved by the other two assessors (from 73.8% to 83.8% and from 77.5% to 81.3%).

SLAW 3 had a very good command of English and experience in song translation, where – as they described – precision is less important, so one can read the ST and go for a walk to think about the TL version. Still, SLAW 3 stresses that a certain amount of creativity is helpful also in LT. The good command of English means that SLAW 3 uses it intuitively (the known repertoire), but has doubts whether a certain expression is correct or not. This makes PE or revision more difficult, especially in a field in which they do not feel an expert. Paradoxically, contracts were not what this trainee specialised in, which made translation easier and their approach less “rigorous”. During TOLES courses, SLAW 3 translated individual sentences from Polish into English, but reflection about the differences between legal systems was not encouraged and equivalents were presented prescriptively as the only solution – stable and certain. They had learnt elements of comparative law only during MA seminars, but in the context of two civil-law systems.

As for sources, the trainee prefers paper dictionaries, but needs them rarely. Online sources – dictionaries, legal blogs and law firms’ websites – were used to supplement searches. SLAW 3 was surprised at how easy task 1 seemed since the text was not lexically complex. In task 1, this trainee used a similar approach as in translating songs. For instance, the decision to render *to agree* as ‘consent’ in some cases and ‘obligation’ in others depended on how it sounded in a given context, rather than a careful analysis. However, many solutions, e.g. matters of insurance and damages, demonstrated familiarity with law.

In task 2, SLAW 3 could rely on the knowledge about differences between the legal systems and paid more attention to precision and thematic adequacy, stressing the comparative law aspects, i.e. focus on common-law institutions and the civil-law view of them, as well as on the Polish legal solutions in of contracts. For this, they consulted the Civil Code. The verb *to agree* was always correctly translated as *zobowiązuje się*. Yet, the translation of *month-to-month rental* was misleading: SLAW 3 rendered it as indefinite-term contract, which is more stable under Polish law, while this rental is very flexible and easy to end. The expression *reasonable access* was omitted, while *clean and sanitary manner* became *stan niepogorszony (non-deteriorated condition)*, even though it was also discussed in the following sentence. During revision, as stated by SLAW 3, changes were still made because “something did not sound right”.

7.3.8 SLAW 4: scripted interview

SLAW 4 made progress during the course according to two assessors (from 82.5% to 93.8% and from 80.0% to 83.8%), but one assessor found their performance on task 2 slightly worse than on task 1 (deterioration from 87.5% to 85.0%).

SLAW 4 was another participant for whom task 1 was the first translation apart from exercises during TOLES course, which exercises they judged helpful because they made them familiar with many expressions. Also, their knowledge was boosted by watching films as an additional source of information about law. SLAW 4 felt they did a great job translating task 1, which seemed easy as there was no complex vocabulary. Yet, SLAW 4 lost faith in their skills after receiving the assessment, especially the wrong name of one party (which they called a “pathetic error”). Apart from features of the common-law legal language

(literally translated binomials or *to agree*), the trainee found system-bound terms very challenging and struggled the most with “translating terminology into the Polish system” once they understood the concept used in the ST. An example of such a challenge was making sure that the “hold harmless” clause had the same scope as in the English version. As for the translation process, while working on task 1, the trainee would sometimes leave problematic words untranslated and wake up with the solutions.

Work on task 2 seemed much easier and the outcome seemed much better in terms of style. The changes compared to task 1 included paying attention to elements that were not given much thought before. For instance, SLAW 4 made fewer literal translations of “repetitions”, although reducing the binomial *clean and sanitary* could be seen as an under-translation. In addition, they sometimes split or joined sentences, carefully checked known words to see if they interpreted them correctly and consulted the Polish Civil Code for phraseology in an attempt to avoid colloquial language. Problems with finding an equivalent of *month-to-month rental* led SLAW 4 to the conclusion it was an indefinite-term contract. Also the sentence prohibiting the use of Premises for non-residential purposes proved problematic: the TT suggested that the Landlord had to pay rent and perform other covenants, after which the Landlord would enable the Tenant to have quiet possession.

7.3.9 PLAW 2: task 1 recording of 1 out of 2 screens and scripted interview

PLAW 2 received fairly mixed (though generally high) marks from the assessors. The participant was found to improve considerably from task 1 to task 2 by one person (from 82.5% to 96.3%), to perform worse by another (from 85.0% to 80.0%) and to remain at the same level by yet another one (88.8% for both tasks).

PLAW 2 had had experience with long and complex contracts in English, so both tasks seemed fairly easy, but some expressions were difficult to understand or translate. This participant worked efficiently on task 1, having probably read the whole contract first. In task 1, PLAW 2 relied on their own knowledge and several online sources: GT, DL, Linguee, finding Linguee especially helpful as it shows translations in context. Unfortunately, the trainee worked on two screens and searches took place on the one which was not recorded. As for revision, PLAW 2 usually made corrections as soon as they realised, on the basis of subsequent text in the contract, that something needed changing. This helped them “free up their memory” as they did not have to remember about it later. In task 1, apart from one omission of a whole sentence, there were minor errors: lack of case agreement and two alternatives – *nakazy (mandaty?)* – for *outstanding warrants*. There was no problem with modal verb *to agree* or misleading translations.

In task 2, the ability to see redundant binomials and enumerations as stylistic elements allowed PLAW 2 to work even faster. This time they also used GSs, but opened few links, the aim being rather to aggregate examples of actual use in search results than to study concepts in depth. The errors in task 2 included a mistranslation of *month-to-month rental* as the Renter’s obligation to pay rent monthly (which would mean no change compared to the fixed-term lease being translated) or change of the Renter’s right to take possession into an obligation to do so. In this contract, the verb *agrees* was once rendered as consent, while the covenant of quiet enjoyment was translated fairly literally (though without near synonyms).

7.3.10 PLAW 4: partial task 2 recording and scripted interview

PLAW 4 was found to make progress according to all three assessors, but according to one assessor the progress was spectacular (from 58.8% to 83.8%), while the other two judged the progress to be more moderate (from 71.3% to 78.8% and from 78.8% to 83.8%).

PLAW 4 had had English classes as part of vocational legal training and expressed dissatisfaction with them, as they mainly involved learning vocabulary from glossaries, without broader context, without understanding the ST or considering the TL conventions. Still, these classes gave them some knowledge about the common law, though mainly in areas typical in the practice of a defence attorney. PLAW 4 had also studied German philology, so had the notion that in translation the broader context of the ST has to be taken into account and that the TT has to be consistent. This person described themselves as demanding of themselves: they polish or revise the translation until they are satisfied. Professionally, PLAW 4 prefers working with a sworn translator/interpreter as they are afraid of making mistakes. They found it reassuring to hear that other course participants struggled with “choosing the right words” too.

In task 1 there were mistranslations: *tych, które posiadają ważne prawo jazdy* (those who have valid driving licences) rather than *authorised drivers* or *do zachowania samochodu w stanie niepogorszonym* (to keep the car in a non-deteriorated condition) as a translation of “hold harmless” clause, as well as and over-translations: *samochód osobowy* (passenger car) instead of just *vehicle* or *ubezpieczenie auto casco* (casco insurance) instead of less specific *insurance that will cover the operation of this vehicle*.

Task 2 was translated less freely, though it contains a few under-translations, such as extension of the lease on the same terms, without mentioning the *month-to-month basis* or the adjective *single-family* in the description of the permitted use of Premises. The parties’ names were sometimes omitted in the TT and would have to be guessed from the described activities – but the omission was more problematic in the sentence which only banned the Tenant from using the security deposit to pay rent. Also, the right to take possession became an obligation, as Polish contracts typically provide, and the adjective *reasonable* was not used. Unlike in task 1, the verb *to agree* was almost always rendered as obligation.

The incomplete task 2 recording is interesting in that corrections were made with more than necessary effort: whole words were deleted and typed anew several times when changing one letter would be enough. Sometimes, PLAW 4 engaged in tidying up (formatting, changing colours, fixing typos) that apparently helped them to “refresh their mind” after the “difficult and physically exhausting” task of translating. In general the trainee is prone to use rather formal style (*na zasadach dotychczas obowiązujących* – *according to principles hitherto applicable*), even slightly archaic expressions (*poczytuje się* – *it is deemed*, *uczynić zadość obowiązkom* – *to discharge the duties*), despite both STs being fairly plain-language contracts. In both tasks, the sources consulted included a paper dictionary and their own knowledge. PLAW 4 believes their work on task 2 was more fluent, they exhibited more self-confidence and felt less nervous after the course.

8 Questionnaire survey about trainees' attitudes towards MT and PE

This chapter presents the results of the online survey discussed in section 5.5. The answers to closed questions are analysed quantitatively in section 8.1, while a qualitative analysis of answers to questions is presented in section 8.2. Section **Error! Reference source not found.** briefly summarises the main conclusions, while the questionnaire can be found in Appendix 4: Questionnaire (English version) and Appendix 5: Questionnaire (Polish version).

8.1 Quantitative analysis of answers to closed questions

8.1.1 Background information

The first four closed questions concerned the participants' background, relevant from the point of view of their translation and PE skills: education; professional experience (i.e., if they ever worked as translators); experience with LT (including LT classes or courses); experience with PE.

As summarised in Table 8-1, the two most frequent backgrounds were law and English philology (one person had a double degree in Russian law and English philology), followed by applied linguistics and other language-related studies. Seven persons graduated from non-language-related studies (e.g. archeology, logistics or sociology), but one of them subsequently completed post-diploma studies in translation. At the time of data collection, two other graduates of non-language-related studies were students of a MA programme in translation studies and three were students of another post-diploma programme (IPSKT). The last person without a law or language background had considerable experience in legal matters.

Educational background		#
Law		10
English philology		10
Other language-related studies (total: 12)	Applied linguistics	5
	Spanish philology with English	3
	Japan studies	1
	Translation studies	1
	Creative writing	1
	Post-diploma programme in translation	1
Other non-language-related studies (total: 7)	Archeology	1
	Cultural studies	1
	Environmental protection	1
	International relations	1
	Logistics	1
	Political studies	1
	Sociology and anthropology	1

Table 8-1. Participants' educational background

In terms of professional translation experience, unsurprisingly, the most frequent answer was "none". A total of sixteen persons had some translation experience. More than half of participants indicated they had never translated any legal texts (not even at university). Eleven persons declared having translated a few legal texts, while seven - many such texts. As far as PE is concerned, nearly a third of participants had never tried it, almost as many did PE in connection with their education or other activities unrelated to

professional translation, some did it for their own needs only and a few persons used PE while working as translators. The counts and percentages of answers to these questions are presented in Table 8-2.

Professional experience	#	%	Legal texts translated	#	%	PE experience	#	%
None	21	56.8%	None	19	51.4%	No PE at all	12	32.4%
Less than 2 yrs	6	16.2%	A few	11	29.7%	Own needs PE	9	24.3%
From 2 to 5 yrs	6	16.2%	Many	7	18.9%	Education/non-translation work PE	11	29.7%
Over 5 yrs	4	10.8%				Translation work PE	5	13.5%
TOTAL	37	100.0%	TOTAL	37	100.0%	TOTAL	37	100.0%

Table 8-2. Information about participants' experience in professional translation, LT and PE

No.	Education	Yrs of prof. experience	Legal texts translated	Experience with PE
1	Other language-related	0	many	edu/non-T PE
2	English Philology	0	none	edu/non-T PE
3	Other language-related	0	many	own needs PE
4	Other	0	none	edu/non-T PE
5	Other language-related	0	none	no PE
6	Other language-related	0	a few	edu/non-T PE
7	Other language-related	< 2	none	own needs PE
8	Other language-related	0	none	own needs PE
9	Other	0	none	edu/non-T PE
10	Other language-related	0	none	edu/non-T PE
11	English Philology	< 2	none	edu/non-T PE
12	Other language-related	0	none	edu/non-T PE
13	English Philology	2-5	a few	edu/non-T PE
14	Other	< 2	none	no PE
15	English Philology	0	none	no PE
16	Other language-related	> 5	a few	T work PE
17	Law	2-5	a few	edu/non-T PE
18	English Philology	2-5	a few	T work PE
19	English Philology	0	none	no PE
20	Other	< 2	a few	edu/non-T PE
21	Other	2-5	a few	own needs PE
22	English Philology + Law (RU)	0	none	no PE
23	Law	0	none	no PE
24	Law	0	none	own needs PE
25	Law	0	many	own needs PE
26	Law	0	a few	no PE
27	Law	0	a few	no PE
28	Other + Other language-related	> 5	many	T work PE
29	English Philology	> 5	a few	no PE
30	Law	0	none	no PE
31	Law	0	many	no PE
32	Other	2-5	many	T work PE
33	Law	> 5	many	own needs PE
34	English Philology	2-5	a few	T work PE
35	English Philology	0	none	own needs PE

36	Other Philology	< 2	none	own needs PE
37	Applied Linguistics	< 2	none	no PE

Table 8-3. Detailed background information about all respondents

A detailed specification of background information of all participants is presented in Table 8-3. It shows that many participants had no experience in LT and either no experience in PE or no professional experience. There were even six persons (highlighted in the table) without any professional experience who attempted both LT and PE for the first time.

8.1.2 Working styles

The next three questions concerned participants' typical working styles: orientation, research and revision. The styles of orientation and revision distinguished by Dragsted and Carl (2013) were simplified to avoid confusing the participants, who - as pilot interviews revealed - were not always able to provide information that Dragsted and Carl obtained from eye-tracking. Hence participants were asked to choose one of three types of orientation: reading the whole ST before translation (TEXT), reading the next paragraph ahead (PARA) or reading the next sentence to be translated (SENT). As for revision behaviour, they could either declare their preference for end revision (FULL TXT REV) or for one of two types of online revision - checking every sentence once translated (SENT REV) or checking every paragraph once translated (PARA REV). Meanwhile, among translation research styles distinguished by Gough (2019), I chose only three patterns of distribution of research activity: front-loaded (FRONT RES), continuous (CONT RES), i.e. as soon as the participant hits a problem, and end-loaded research (END-L RES). Gough distinguishes also mid-task research, but it was removed after pilot interviews. Respondents would have to decide whether they did research in one large cluster or multiple short ones, whereas they were not always able to describe their typical working styles in more general terms. In all three questions, "other" option was provided.

As for orientation, most participants (25; 67.6%) read full paragraphs before translating them, nine persons (24.3%) read the whole text, while three (8.1%) read just the next sentence to be translated. Research for translation is usually done as soon as participants hit a problem (continuous - 26; 70.3%), six persons (16.2%) prefer doing end-loaded research with the first draft ready, four persons (10.8%) do research before they start translating at all, while one person (2.7%) - before each paragraph (pre-paragraph research). The most popular revision style is end revision, i.e. revision of the full translated text (18 indications; 48.6%), followed by paragraph revision (14 answers; 37.8%), and sentence revision (4 indications, 10.8%). One person (2.7%) uses a mix of these revision styles.

Table 8-4 presents the participants' answers to questions about working styles. It seems that the most frequent combination is paragraph orientation, continuous research and full text review (8 cases), followed by paragraph orientation, continuous research and paragraph review (6 cases). All three persons who chose sentence by sentence orientation do also continuous research and full text review. Among those who orient themselves by reading the whole ST, the combinations of continuous research and paragraph review as well as front-loaded research and full text review are equally frequent (3 cases each). Surprisingly, end-loaded research was not always coupled with full text review.

No.	Orientation	Research	Revision
1	PARA	CONT RES	FULL TXT REV
2	PARA	CONT RES	PARA REV
3	TEXT	CONT RES	FULL TXT REV
4	TEXT	CONT RES	PARA REV
5	PARA	CONT RES	FULL TXT REV
6	PARA	END-L RES	FULL TXT REV
7	PARA	CONT RES	FULL TXT REV
8	PARA	END-L RES	FULL TXT REV
9	PARA	CONT RES	PARA REV
10	PARA	CONT RES	PARA REV
11	PARA	CONT RES	FULL TXT REV
12	PARA	CONT RES	FULL TXT REV
13	TEXT	END-L RES	SENT REV
14	PARA	CONT RES	PARA REV
15	TEXT	CONT RES	PARA REV
16	PARA	CONT RES	SENT REV
17	PARA	END-L RES	PARA REV
18	PARA	END-L RES	SENT REV
19	TEXT	FRONT RES	FULL TXT REV
20	PARA	CONT RES	FULL TXT REV
21	SENT	CONT RES	FULL TXT REV
22	PARA	END-L RES	PARA REV
23	TEXT	FRONT RES	FULL TXT REV
24	PARA	CONT RES	MIX REV
25	PARA	CONT RES	PARA REV
26	TEXT	CONT RES	PARA REV
27	PARA	PRE-PARA RES	PARA REV
28	PARA	CONT RES	SENT REV
29	TEXT	FRONT RES	FULL TXT REV
30	TEXT	CONT RES	FULL TXT REV
31	PARA	CONT RES	PARA REV
32	SENT	CONT RES	FULL TXT REV
33	PARA	CONT RES	FULL TXT REV
34	PARA	CONT RES	PARA REV
35	SENT	CONT RES	FULL TXT REV
36	PARA	CONT RES	FULL TXT REV
37	PARA	FRONT RES	PARA REV

Table 8-4. Specification of participants' working styles: orientation, research and revision

8.1.3 Attitudes towards MT and PE

The next part contained questions concerning opinions about (1) the quality of MT output and the related effort involved in PE; (2) the difficulty of PE in comparison with TfS, and (3) the usefulness of PE in legal translator training - overall and with respect to certain aspects of LT.

As for opinions about MT quality and PE effort, no respondent believed the quality of MT output so low as to make PE a waste of time and only one person was enthusiastic enough to choose the statement about very high quality of MT output and PE involving only small changes. Nearly two-thirds believe that MT output quality is rather low, so PE requires considerable effort and over a third – that MT output quality

is fairly high, so PE does not require much effort. This is consistent with the dominant lukewarm attitude towards MT confirmed by other surveys: very few persons reject it completely, but very few are also enthusiastic about it (Setkowicz-Ryszka, 2024a).

The answers to the question about how difficult PE is relative to TfS were split more evenly in: nearly half of participants believe the two activities to be equally difficult, over a quarter perceive PE as easier than TfS, while just under a quarter see PE as more difficult than TfS. Their overall perception of the usefulness of PE in learning LT is mainly positive: over 80% believe that PE facilitates learning LT. The remaining answers, i.e. about PE being unhelpful for learning LT or "hard to say", are much less popular. The following table (Table 8-5) presents the answers to all three questions discussed above.

MT quality & PE effort	#	%	PE v. TfS difficulty	#	%	Role of PE in learning LT	#	%
MT low quality, PE high effort	23	62.2%	PE more difficult	9	24.3%	PE helps learn LT	31	83.8%
MT high quality, PE low effort	13	35.1%	PE as difficult as TfS	18	48.6%	PE does not help learn LT	3	8.1%
MT v. high quality, PE v. low effort	1	2.7%	PE easier than TfS	10	27.0%	hard to say	3	8.1%
TOTAL	37	100.0%	TOTAL	37	100.0%	TOTAL	37	100.0%

Table 8-5. Answers to questions about PE effort, difficulty relative to TfS and the role of PE in learning LT

Due to the importance of the last question for answering the research questions, participants were asked to provide more specific answers about the influence of PE exercises on the development of eight skills: understanding the ST, information mining, choice of the right terminology, identifying translation problems, solving them, conveying the message properly in the TL, following TL conventions, as well as self- and other-revision. Participants could rate this influence on a 5-point Likert scale: very positive, fairly positive, rather negative, very negative, hard to say. The "hard to say" option was deliberately placed as the last one to prevent it from being chosen by default and to encourage participants to state whether on balance the influence was more positive or more negative. However, these answers may be interpreted as "neither positive nor negative" and consequently are presented as the middle option in Figure 8-1.

If "hard to say" answers are eliminated and any "positive" or "negative" answers are grouped together (Figure 8-2), the skill where PE exercises seem to bring most benefits according to respondents is ST understanding. The skills where "positive" answers outweigh "negative" ones the most are: self- and other-revision, solving translation problems and information mining. As for the remaining skills, there are either more "negative" answers (proper term selection), or more of both "negative" and "hard to say" answers (identifying translation problems, conveying the message in TL and following TL conventions). Nevertheless positive answers are the majority even in those cases.

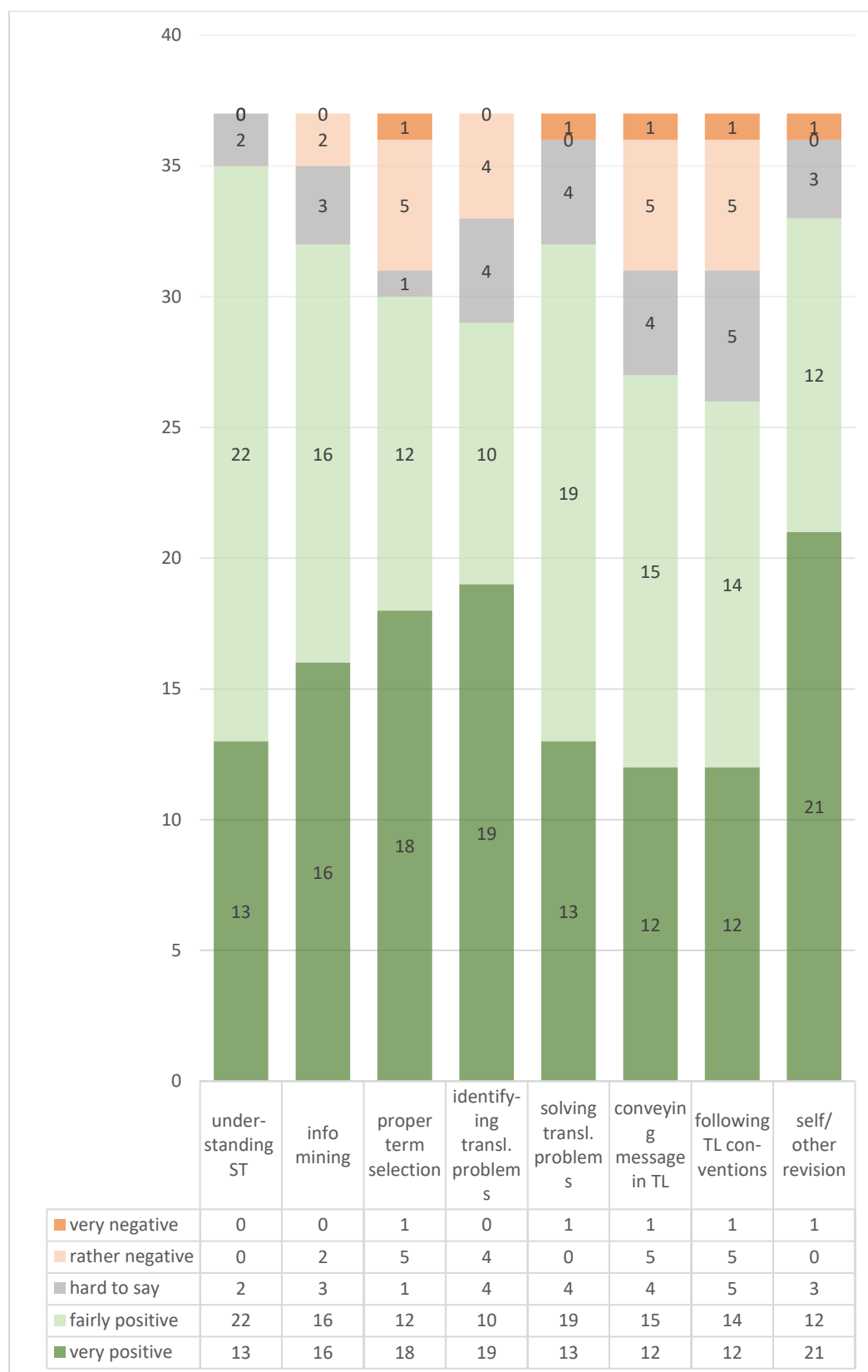


Figure 8-1. Participants' assessment of the influence of PE exercises on acquisition of LT skills

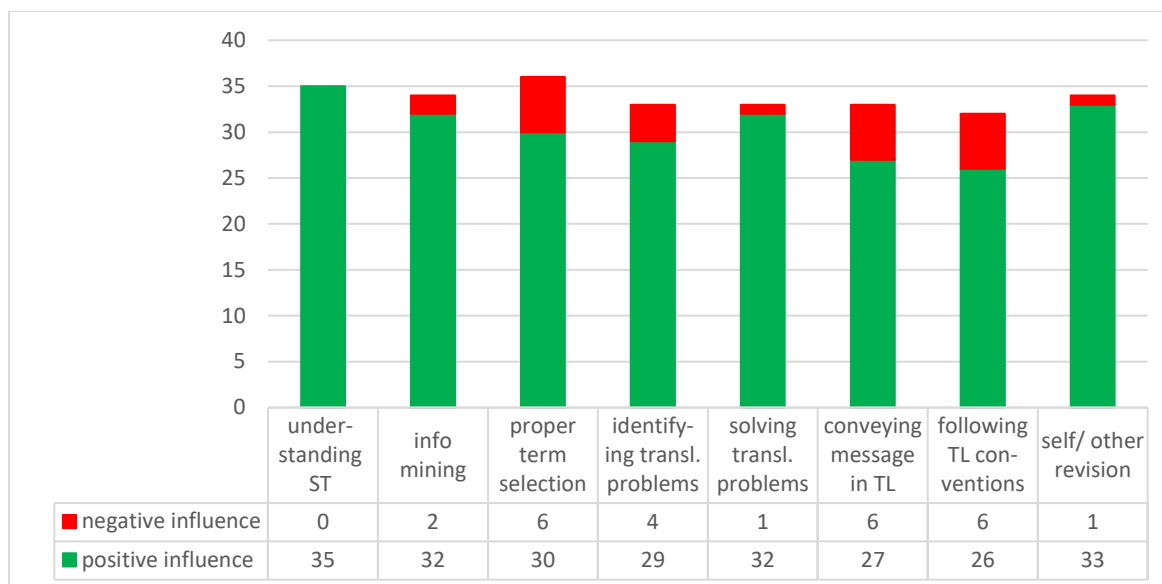


Figure 8-2. Simplified answers about the influence of PE exercises on LT learning

Individual respondent's answers about the usefulness of PE for acquiring individual LT skills are presented in Table 8-6 below. For each set of answers, a summary answer "overall experience" was added. These summary answers are marked POS in case of only positive answers or MIX if any other answers are present. In the last column, their answer about the influence of PE for learning LT is repeated if it was "unhelpful" or "don't know". There are many persons who see PE as conducive to acquiring all the individual skills and learning LT in general. Only one person believes PE to be unhelpful for learning LT despite perceiving it as useful for learning all the individual skills – which may have been a mistake. Almost half of respondents (17 persons with overall experience MIX) have doubts about PE boosting the acquisition of individual skills or even perceive the influence of PE on their acquisition as negative. Yet most of them still believe PE exercises to be useful for learning LT. It is only in five cases that these doubts and/or negative perceptions translate into a negative assessment of PE exercises or uncertainty as to their influence on LT learning.

	understanding ST	info mining	proper term selection	identifying tran. Problems	solving tran. Problems	conveying message in TL	following TL conventions	Self-/other-revision	overall experience	PE helpful for learning Tfs?
1	3	3	9	9	9	9	2	3	MIX	helpful
2	3	9	4	4	3	4	4	4	MIX	helpful
3	3	4	4	4	3	4	4	4	POS	helpful
4	3	2	2	2	9	3	9	9	MIX	don't know
5	4	4	4	4	4	4	4	4	POS	helpful
6	4	4	3	3	3	2	2	3	MIX	helpful
7	3	2	2	2	3	2	2	4	MIX	unhelpful
8	9	3	3	3	3	3	3	3	MIX	helpful
9	3	3	4	4	4	3	3	4	POS	helpful
10	3	3	2	4	3	9	9	4	MIX	helpful
11	4	4	4	4	4	4	4	4	POS	helpful
12	3	3	3	3	3	3	3	3	POS	helpful
13	3	4	4	4	4	3	3	4	POS	helpful
14	4	4	1	2	1	1	1	1	MIX	unhelpful
15	3	4	4	3	9	4	4	9	MIX	helpful
16	3	3	3	3	3	3	9	3	MIX	helpful
17	3	3	4	4	4	3	3	4	POS	helpful
18	3	3	3	3	3	3	3	3	POS	helpful
19	3	4	2	9	9	2	9	4	MIX	don't know
20	4	4	4	4	3	3	4	4	POS	helpful
21	3	3	4	4	4	4	4	4	POS	helpful
22	3	3	3	2	3	9	9	4	MIX	helpful
23	4	4	4	4	4	4	4	3	POS	helpful
24	3	3	3	3	3	3	3	3	POS	helpful
25	4	4	4	4	4	4	4	4	POS	helpful
26	4	4	4	4	4	3	4	3	POS	helpful
27	4	3	4	4	3	3	3	4	POS	unhelpful
28	3	3	3	3	3	3	3	3	POS	helpful
29	4	3	4	4	4	4	3	4	POS	helpful
30	3	9	3	4	3	3	3	4	MIX	helpful
31	3	4	3	4	4	3	3	4	POS	helpful
32	9	3	4	3	3	9	2	3	MIX	helpful
33	4	4	3	4	4	4	4	3	POS	helpful
34	4	3	4	4	4	4	4	4	POS	helpful
35	4	4	4	3	3	4	3	4	POS	helpful
36	3	9	2	9	3	2	2	9	MIX	don't know
37	3	4	3	9	3	2	3	4	MIX	helpful

Table 8-6. Individual trainees' answers about the influence of PE exercises on the acquisition of LT skills (own compilation)

8.1.4 Professional plans

The final group of questions concerned respondents' professional plans: whether they intended to work as translators in the first place and, if so, whether they would be willing to use PE as a working method. As for the intention to work as translators, there were four negative answers (all from lawyers or law students) and twenty-five affirmative answers. Among the remaining eight answers, four persons explained they might translate as part of their job as a lawyer, three answers could be classified as "maybe" and were in fact affirmative, but, e.g. one specified that they would start with Russian rather than Polish.

As for the willingness to use PE in the future, four persons stated they would not be willing to use PE in their work as translators. Two of them answered "no" in the previous question as well, one answered "I don't know" and only one declared the intention to work as a translator but rejected PE as a working method. There were twenty-seven affirmative answers, including seven from persons who intended to translate while working as lawyers or persons who were uncertain whether they would work as translators. The six "other" answers included a tentative "yes", two indications that respondents needed more practice, an explanation from a lawyer that they were not a translator (and did not intend to be one), one declaration that the person would use PE "if required" and one "hard to say" answer. It needs to be added that the questionnaire was prepared with persons studying to become legal translators in mind and the last question was not modified in the second year of data collection, when more participants with a legal background attended courses. Table 8-7 below shows the numbers and percentages of affirmative, negative and other answers to the last two closed questions.

Intends to work as translator	#	%	Willing to use PE as translator	#	%
Yes	25	67.6%	Yes	27	73.0%
No	4	10.8%	No	4	10.8%
Other	8	21.6%	Other	6	16.2%
TOTAL	37	100.0%	TOTAL	37	100.0%

Table 8-7. Answers to questions about participants' professional plans

With such a small number of negative answers it is impossible to indicate any traits that might predispose participants to reject PE as a translation method. The participants who are not willing to use PE include:

- a graduate of English philology with no professional experience, who first translated a legal text during the course, previously had done only PE in educational or non-translation work context, whose working style is paragraph orientation/online research/paragraph review; this person considers PE highly effortful, as difficult as TfS, but helpful for learning LT, and plans to work as a translator;
- a graduate of applied linguistics, with less than 2 years of professional experience, who first translated a legal text during the course, previously had done PE only for their own needs, whose working style is paragraph orientation/online research/full text review; for this person PE is highly effortful, more difficult than TfS and unhelpful for learning LT; they are not sure if they are going to work as a translator;
- two persons with a background in law, both of whom first attempted PE during the course and consider it highly effortful, but neither of them intends to work as a translator in the future (therefore, it is pointless to analyse other characteristics, though they differ in revision styles, assessments of PE

difficulty relative to Tfs and the influence of PE exercises on learning LT); these two persons' refusal to use PE while working as translators is a consequence of their answer to the preceding question.

Meanwhile, five persons with a legal background who either do not intend to work as translators or only anticipate translating as part of their work as lawyers do declare willingness to use PE in the future. All of them either tried PE for the first time during the course or only post-edited for their own needs before it and all of them perceive it as highly effortful but helpful for learning LT, although their assessments of the difficulty of PE relative to Tfs vary. Perhaps a tentative conclusion can be drawn that persons with high subject knowledge but no translation experience (only one law graduate had considerable translation experience) tend to welcome this working method as one more tool in their toolbox.

The three respondents who declared they were uncertain about their future use of PE ("hard to say", "need more practice, can't say now" and "will test") were:

- a person with a degree in applied linguistics, less than 2 years of translation experience, no experience of LT or PE, a working style combining paragraph orientation/front-loaded research/paragraph review, who believes PE to be highly effortful, more difficult than Tfs and helpful for learning LT, and who intends to work as a translator;
- a graduate of English philology with no professional translation experience and not experience in LT or PE, whose working style includes full text orientation/front-loaded research/full text review, who believes PE to be highly effortful and more difficult than Tfs, and who is uncertain about the influence of PE on learning LT and as intends to work as a translator; and
- a person with a non-language-related degree, who had no professional translation experience or experience in LT, attempted PE for educational or non-translation profession purposes, whose working style includes full text orientation/online research/paragraph review, for whom PE involves little effort, is as difficult as Tfs and who is uncertain about the influence of PE on learning LT and uncertain whether they want to work as a translator in the future.

In some of the cases described above, the participants saw PE as unhelpful for learning LT or were uncertain about its influence on learning, so these answers seem to result from lack of an intention to use PE in the future or at least uncertainty about it, but two participants who answered that PE was unhelpful for learning LT are nevertheless willing to translate by means of PE, so they reject it was a learning method. Also, three of the seven persons discussed above believe PE to be more difficult than Tfs. Yet, due to the low number of such cases, the only certain conclusion seems to be that it is "hard to say" whether there are any patterns leading to these answers, which were clearly less popular than the positive ones.

8.1.5 Associations between variables

The data from closed questions were tested for independence in IBM SPSS Statistics (ver. 29.0.2.0). In particular, answers about the trainees' background (education, experience) and their working style were tested for independence with answers to questions about their attitude to PE and the intention to use it in the future. Chi-square (χ^2) test was used to test the independence of the above categorical variables. The critical χ^2 values above which the hypothesis of independence of variables can be rejected depend on the degrees of freedom. The critical values for the data were: 3.841 (df = 1), 5.991 (df = 2), 9.488 (df = 4), 12.592 (df = 6) and 21.026 (df = 12). The strength of association between answers was measured using

Cramer's V coefficient, which is typically used for contingency tables with more than 2 rows or columns, i.e. for nominal variables with more than two values. It varies from 0 to 1, with 0-0.29 considered weak association, 0.3-0.49 – moderate association, 0.5-1 – strong association.

In order to further test independence and association, certain variables were simplified (highlighted) Educational background was grouped into three fields: linguistic, law and other studies, while professional experience in translation and LT experience were changed into binary variables (yes/no). As shown in Table 8-8, there are few cases where the hypothesis of independence of variables can be rejected (in boldface – though in one case $p = 0.052$). Yet the associations between variables are mostly weak and moderate.

	MT quality/ PE effort	PE vs Tfs (difficulty)	Usefulness of PE in learning LT	Intention to use PE in work as translator
Education programme	$\chi^2 = 12.441$ (df = 12) V = 0.410 p = 0.411	$\chi^2 = 7.386$ (df = 12) V = 0.316 p = 0.831	$\chi^2 = 10.167$ (df = 12) V = 0.371 p = 0.601	$\chi^2 = 3.848$ (df = 12) V = 0.228 p = 0.986
Education field	$\chi^2 = 5.505$ (df = 4) V = 0.273 p = 0.239	$\chi^2 = 4.646$ (df = 4) V = 0.251 p = 0.326	$\chi^2 = 6.008$ (df = 4) V = 0.285 p = 0.199	$\chi^2 = 2.173$ (df = 4) V = 0.171 p = 0.704
Prof. experience in translation	$\chi^2 = 1.550$ (df = 6) V = 0.145 p = 0.956	$\chi^2 = 3.852$ (df = 6) V = 0.228 p = 0.697	$\chi^2 = 9.908$ (df = 6) V = 0.366 p = 0.129	$\chi^2 = 3.524$ (df = 6) V = 0.218 p = 0.741
Prof. experience (binary Y/N)	$\chi^2 = 0.807$ (df = 2) V = 0.148 p = 0.668	$\chi^2 = 1.462$ (df = 2) V = 0.199 p = 0.481	$\chi^2 = 6.245$ (df = 2) V = 0.411 p = 0.044	$\chi^2 = 1.047$ (df = 2) V = 0.168 p = 0.592
LT experience	$\chi^2 = 1.637$ (df = 4) V = 0.149 p = 0.802	$\chi^2 = 1.461$ (df = 4) V = 0.140 p = 0.834	$\chi^2 = 2.199$ (df = 4) V = 0.172 p = 0.699	$\chi^2 = 2.382$ (df = 4) V = 0.179 p = 0.666
LT experience (binary Y/N)	$\chi^2 = 1.094$ (df = 2) V = 0.172 p = 0.579	$\chi^2 = 0.307$ (df = 2) V = 0.091 p = 0.858	$\chi^2 = 0.672$ (df = 2) V = 0.135 p = 0.714	$\chi^2 = 1.974$ (df = 2) V = 0.231 p = 0.373
PE experience (uses)	$\chi^2 = 5.266$ (df = 6) V = 0.267 p = 0.510	$\chi^2 = 9.317$ (df = 6) V = 0.355 p = 0.157	$\chi^2 = 4.311$ (df = 6) V = 0.241 p = 0.635	$\chi^2 = 7.098$ (df = 6) V = 0.310 p = 0.312
Orientation style	$\chi^2 = 9.391$ (df = 4) V = 0.356 p = 0.052	$\chi^2 = 1.396$ (df = 4) V = 0.137 p = 0.845	$\chi^2 = 13.039$ (df = 4) V = 0.420 p = 0.011	$\chi^2 = 5.451$ (df = 4) V = 0.271 p = 0.244
Research style	$\chi^2 = 11.380$ (df = 6) V = 0.392 p = 0.077	$\chi^2 = 10.607$ (df = 6) V = 0.379 p = 0.101	$\chi^2 = 3.535$ (df = 6) V = 0.219 p = 0.739	$\chi^2 = 13.664$ (df = 6) V = 0.430 p = 0.034
Revision style	$\chi^2 = 5.516$ (df = 6) V = 0.273 p = 0.480	$\chi^2 = 3.023$ (df = 6) V = 0.202 p = 0.806	$\chi^2 = 2.033$ (df = 6) V = 0.166 p = 0.917	$\chi^2 = 4.155$ (df = 6) V = 0.237 p = 0.656
Intention to work as translator	$\chi^2 = 13.496$ (df = 4) V = 0.427 p = 0.009	$\chi^2 = 3.227$ (df = 4) V = 0.209 p = 0.521	$\chi^2 = 2.797$ (df = 4) V = 0.194 p = 0.592	$\chi^2 = 8.471$ (df = 4) V = 0.338 p = 0.076

Table 8-8. Independence and association measures for variables from closed questions in the survey (own compilation based on SPSS)

However, it is only the association between professional experience and the perceived usefulness of PE in learning LT that seems sufficiently supported by data (Table 8-9) to be considered important. As the following tables (Table 8-10 to Table 8-13) show, other moderate associations concern variables with clear majority values, so the small overall number of observations calls for caution in interpreting results.

		Perceived usefulness of PE in learning LT			Total
		PE does not help learn LT	PE helps learn LT	don't know	
Professional experience (binary)	No	0	18	3	21
	Yes	3	13	0	16
Total		3	31	3	37

Table 8-9. Cross-tabulation of variables of trainees' LT experience (binary Y/N) and their perception of PE usefulness in learning LT (source: SPSS)

		Perceived MT quality/PE effort			Total
		MT low quality, PE high effort	MT high quality, PE low effort	MT v. high quality, PE v. low effort	
Orientation style	whole text	5	3	1	9
	next para	18	7	0	25
	next sent	0	3	0	3
Total		23	13	1	37

Table 8-10. Cross-tabulation of variables of trainees' typical orientation and their perception of quality of MT output/effort put in PE (source: SPSS)

		Perceived usefulness of PE in learning LT			Total
		PE does not help learn LT	PE helps learn LT	don't know	
Orientation style	whole text	0	6	3	9
	next para	2	23	0	25
	next sent	1	2	0	3
Total		3	31	3	37

Table 8-11. Cross-tabulation of variables of trainees' typical orientation style and their intention to use PE when working as translators (source: SPSS)

		Intention to use PE as translator			Total
		No	Yes	Other/don't know	
Research style	online	4	19	3	26
	end-loaded	0	6	0	6
	front-loaded	0	1	3	4
	pre-paragraph	0	1	0	1
Total		4	27	6	37

Table 8-12. Cross-tabulation variables of trainees' typical translation research and their intention to use PE when working as translators (source: SPSS)

		Perceived MT quality/PE effort			Total
		MT low quality, PE high effort	MT high quality, PE low effort	MT v. high quality, PE v. low effort	
Intention to work as a translator	no	4	0	0	4
	yes	18	7	0	25
	don't know	1	6	1	8
Total		23	13	1	37

Table 8-13. Cross-tabulation of variables of trainees' intention to work as translators and their intention to use PE when working as translators (source: SPSS)

Additionally, both Chi-square (X^2) and Phi (ϕ) coefficient were calculated for binary variables only (2 x 2 cross-tabulations). This was possible for the binary variable of education (linguistic or other studies), professional experience (yes/no) and LT experience (yes/no) as independent variables and MT quality/PE effort (low MT quality/high PE effort vs high MT quality/low PE effort), usefulness of PE for LT learning (helpful/unhelpful) and the intention to use PE in work as translator (yes/no) as dependent variables. X^2 and ϕ values for binary variables are presented in Table 8-14. However, all X^2 values are below critical ones, so binary variables must be treated as independent of one another, while ϕ values for the simplified data are weaker than for the data before simplification.

	MT quality/PE effort	PE difficulty relative to Tfs	Usefulness of PE for LT learning	Intention to use PE in work as translator
Education binary (languages/other)	$X^2 = 3.050$ (df = 1) $\phi = 0.287$ $p = 0.081$	$X^2 = 3.193$ (df = 1) $\phi = 0.294$ $p = 0.074$	$X^2 = 1.238$ (df = 1) $\phi = -0.183$ $p = 0.266$	$X^2 = 0.195$ (df = 1) $\phi = 0.073$ $p = 0.659$
Professional experience binary (Y/N)	$X^2 = 0.001$ (df = 1) $\phi = -0.006$ $p = 0.970$	$X^2 = 0.255$ (df = 1) $\phi = 0.083$ $p = 0.614$	$X^2 = 0.133$ (df = 1) $\phi = -0.060$ $p = 0.715$	$X^2 = 0.979$ (df = 1) $\phi = 0.163$ $p = 0.322$
LT experience binary (Y/N)	$X^2 = 0.016$ (df = 1) $\phi = 0.021$ $p = 0.898$	$X^2 = 0.010$ (df = 1) $\phi = 0.016$ $p = 0.920$	$X^2 = 0.672$ (df = 1) $\phi = 0.135$ $p = 0.412$	$X^2 = 1.908$ (df = 1) $\phi = 0.227$ $p = 0.167$

Table 8-14. Independence and association measures for binary variables of education and experience and binary variables relating to attitude to PE (own compilation based on SPSS)

In conclusion, the quantitative analysis of answers to closed questions showed moderate statistically significant associations between certain variables:

- professional experience (Y/N) – perceived usefulness of PE in learning LT (persons without professional experience in translation are more likely to consider PE helpful in learning LT);
- orientation style – perceived MT quality/PE effort (persons with “next sentence” orientation tend to consider the quality of MT output to be high, while those with “next paragraph” orientation – low);
- orientation style – perceived usefulness of PE in learning LT (see Table 8-11);
- research style – intention to use PE in future work as a translator (see Table 8-12), and
- intention to use PE in future work as a translator – perceived MT quality/PE effort (more persons who intend to work as translators perceive MT output to be of low quality, while those who do not know of they are going to work as translators find the quality high or very high).

The data gathered in the survey did not confirm the hypothesis that trainees' education, experience or working style influence in any significant way their acceptance or rejection of PE as a method of learning LT or as a working method.

Meanwhile, for several pairs of variables for which there was a more even split (no clear majority answers), there seems to be almost perfect alignment between different groups, which might mean that attitudes to MT and PE are independent of experience, while participants learn also by editing MT output. This regularity occurs in associations (numbers and percentage shares of answers) between:

- binary variables of professional translation experience and perceived MT quality/PE effort (Table 8-15)
- binary variables of LT experience and perceived MT quality/PE effort (Table 8-16)
- perceived of MT quality/PE effort (binary) and perceived usefulness of PE in learning LT (Table 8-17).

		Perceived MT quality/PE effort (binary)					
		MT low quality, PE high effort		MT high quality, PE low effort		Total	
Professional experience (binary)	No	13	61.9%	8	38.1%	21	100.0%
	Yes	10	62.5%	6	37.5%	16	100.0%
Total		23	62.2%	14	37.8%	37	100.0%

Table 8-15. Cross-tabulation of variables of trainees' professional experience and their perception of quality of MT output/effort put in PE (own compilation based on SPSS output)

		Perceived MT quality/PE effort (binary)					
		MT low quality, PE high effort		MT high quality, PE low effort		Total	
LT experience (binary)	No	12	63.2%	7	36.8%	19	100.0%
	Yes	11	61.1%	7	38.9%	18	100.0%
Total		23	62.2%	14	37.8%	37	100.0%

Table 8-16. Cross-tabulation of variables of trainees' experience in LT and their perception of quality of MT output/effort put in PE (own compilation based on SPSS output)

		Perceived usefulness of PE in learning LT							
		PE does not help learn LT		PE helps learn LT		don't know		Total	
MT quality/PE effort (binary)	MT low quality, PE high effort	2	8.7%	19	82.6%	2	8.7%	23	100.0%
	MT high quality, PE low effort	1	7.1%	12	85.7%	1	7.1%	14	100.0%
Total		3	8.1%	31	83.8%	3	8.1%	37	100.0%

Table 8-17. Cross-tabulation of variables of trainees' perception of quality of MT output/effort put in PE and their perception of PE usefulness in learning LT (own compilation based on SPSS output)

Overall, the data confirmed that most trainees accepted PE in learning LT or as a viable working method, even though they perceived the effort involved in PE as high and the level of difficulty as comparable to or even higher than Tfs. The similarity of answers in this survey and in other (less detailed) surveys for lawyers

and linguists might be interpreted as confirmation that any hands-on experience of PE, regardless of its extent, leads to an un-enthusiastic perception of PE as an effortful activity.

8.2 Qualitative analysis of answers to open questions

Three of the closed questions were accompanied by open ones. Answering them was not mandatory, but they could be used to substantiate answers to the closed questions about the quality of MT output and the effort needed to post-edit it (Q8), about the difficulty of PE relative to TfS (Q10) and about trainees' intention to use PE in their future work as translators (Q15). The last question was accompanied by two open questions. In the first one, trainees could provide reasons why they intended to use PE in their work, in the second one – why not. What is striking – and consistent with the overall un-enthusiastic attitude communicated by answers to the closed questions – all those who answered Q15 in the affirmative provided reasons for and against the use of PE in their future work (sometimes the same answer in both). Those who answered Q15 in the negative only explained their reasons for not using PE in the future.

The answers were qualitatively coded in Taguette (Rampin & Rampin, 2021). Codes are words or short phrases used in data analysis "as a way of patterning, classifying, and later reorganizing each datum into emergent categories for further analysis" (Saldaña, 2011: 95). A code "symbolically assigns a summative, salient, essence-capturing, and/or evocative attribute for a portion of language-based [...] data [...] from a single word to a full sentence to an entire page of text" (Saldaña, 2011: 96-97). Coding can be data-driven, i.e. closely linked to data, or concept-driven, where the researcher works with a coding template based on a predefined conceptual network or theoretical model (Saldanha & O'Brien, 2014: 189-190). As the answers were short, codes were assigned to stretches of text from a phrase to two or three sentences.

Code	Frequency
PE faster than TfS	21
Pros & cons/it depends	17
PE effortful	14
PE same effort as TfS (or more)	12
PE less work – only some items	11
MT errors	11
MT output good quality	10
MT output poor quality	10
Priming as difficulty	7
PE boosts quality	7
No empty page	6
TfS preferred	5
PE as external choice	5
Not enough PE to decide	5
PE inevitable	4
MT/PE risks	4
PE, revision, CAT tools confused	4
MT shows good solutions	3
PE may take more time than TfS	3
Interesting	3
Priming is not bad	2

Table 8-18. Codes used in thematic analysis of answers to open questions, in the order of frequency

The initial aim of thematic coding was to find specific pros and cons of MT and PE according to participants. It quickly became apparent that MT and PE were inseparably mixed in most answers. Also, the general message was that, in participants' view, the relationship between the quality of MT output and PE effort was not as simple as low MT quality = high PE effort, high MT quality = low PE effort. Most answers were more nuanced, closer to "it depends" than unequivocally in favour of or against PE, as is frequently the case with MT users, whether lawyers or linguists (Setkowicz-Ryska, 2024a). Many were captured by the code "pros & cons/it depends", others could be classified as positive or negative. Respondents stressed various aspects of PE, which became codes if they appeared more than once. The full code book with frequencies, from the most to the least frequent ones, is presented in Table 8-18 above.

The following subsections discuss the themes, starting from the most frequent codes to the least frequent ones. The topics discussed include the aspects of time and effort, the quality of MT output, the pros and cons of PE and other recurring though less frequent topics.

7.1.2 The time aspect

The most frequent theme expressed by participants was the speed of work. PE is faster than TfS according to 21 participants, with only 3 persons stating that PE can take even more time than TfS. Among those who stated that PE is faster than TfS, six persons added that PE also makes translating easier. Some participants were also careful not to generalise, so four answers contained adverbs *często* (*often*) and *nie zawsze* (*not always*). In three others a qualification was added about the types of texts: "non-specialist", "similar/repetitive" or "relatively simple". Two persons remarked about PE being faster than TfS even if MT output is "imperfect" or "poorer quality". Four others used *zdecydowanie* (*definitively*) or *znacznie* (*considerably*) in the context of time savings. Several answers representative of the two threads (the second one only in the last quote) are provided below:

- Jeżeli miałabym wykorzystać post edycję to do tekstów stosunkowo prostych celem przyspieszenia pracy. [If I were to use PE, this would be for relatively simple texts in order to speed up work.]
- Postedycja może pomóc skrócić czas potrzebny do realizacji zlecenia. (Chociaż nie zawsze tak jest) [PE may help reduce the time needed to complete the assignment. (Though it is not always so)]
- [T]łumaczenie maszynowe znacznie przyspiesza pracę, bo dzięki niemu można się skupić głównie na terminologii, natomiast „szkielet” zdania już mamy. [MT makes work considerably faster, because thanks to it we can focus mainly on terminology, while we already have a "skeleton" of the sentence.]
- Zabiera zdecydowanie mniej czasu. [It takes definitely less time.]
- Pozwala to zmniejszyć ilość czasu koniecznej do pracy nad tekstem. [It helps reduce the amount of time needed to work on a text.]
- Przy pewnych rodzajach teksów poprawianie i dostosowywanie tekstu zajmuje dłużej niż napisanie go od nowa. [For some types of texts, correcting and adapting the text takes longer than writing it anew.]

8.2.1 The effort aspect

One of the main themes (26 mentions in total) that emerged from the answers was the high effort involved in PE: there were 14 comments about the effort and skills needed for PE and 12 comments about PE being at least as effortful as TfS. The reasons for the high effort indicated by participants included the need for research, re-reading the ST, carefully analysing the MT output and chains of edits caused by one change.

They also mentioned the subject area knowledge and experience needed for PE in the legal domain. Several representative answers are provided below:

- Bardzo często jedna zmiana wymusza zmianę całego zdania (choćby ze względu na zmianę końcówek rzeczownika), a niekiedy całego fragmentu. Wprowadzanie każdej zmiany wymaga dużego skupienia i trzeba być bardzo uważnym, by zadbać o spójność poprawionego tekstu. Często odnoszę wrażenie, że mniej czasu zajęłoby mi tłumaczenie samodzielne, od nowa. [Very often one change forces changing the whole sentence (for instance because of changing noun endings), and sometimes even a whole fragment. Making every change requires strong focus and you need to be very careful to take care of the coherence of the corrected text. I often have the impression it would take me less time to translate it myself, from scratch.]
- Często trzeba zmieniać wiele wyrażen w jednym zdaniu, co koniec końców wymaga zbudowania całego zdania od nowa. [Often you need to change many expressions in a single sentence, which in the end requires building a whole sentence anew.]
- Praca nad postędycją potrafi być bardzo żmudna, wymaga dużego doświadczenia i obycia z tematem i to nie tylko w kwestiach językowych czy stylistycznych ale merytorycznych przede wszystkim. [Work on PE can be very tedious, it requires long experience and familiarity with the topic, not only in terms of language or style, but first and foremost the subject-matter.]
- Jeśli chodzi o tłumaczenie umów na znaczną sumę, dokumentów potwierdzających fakty prawne, z pewnością należy dokładnie czytać i sprawdzać każde słowo, ponieważ nawet spójniki mają znaczenie dla dobrego prawnika. [As for translating high-value contracts, documents confirming legal facts, you certainly should read and check every word, because even conjunctions matter to a good lawyer.]
- [W]ymaga kontroli, więc łatwo jest zgubić miejsce, w którym został popełniony błąd, łatwiej jest poprawić swoje własne błędy [It requires control, so it is easy to miss a place where an error was made, it is easier to correct your own errors].

On the other hand, 11 comments expressed the opposite view, namely that PE involves less work/effort as it is enough to focus on certain elements of MT output, such as terminology, specific words or expressions, more challenging fragments:

- Wysilek włożony w tłumaczenie samodzielne, niepoprzedzone wsparciem maszynowego, jest znacznie większy, niż skupienie się na poszczególnych fragmentach wymagających korekty. [The effort we put in translating by ourselves, without previous machine support, is considerably greater than focusing on individual fragments that need revising.]
- Preferuję, gdy mam już "szkielet" tekstu i mogę bardziej szczegółowo zagłębić się w znaczenie konkretnego wyrażenia, dobrać odpowiedni synonim, sprawdzić, jak jest używane, itd. [I prefer when I have a "skeleton" of the text and can delve into the meaning of a specific expression in more detail, select the right synonym, check how it is used, etc.]
- Postędycja może przydać się w tłumaczeniu krótkich tekstów/zdań, które są na tyle powszechne, że maszyna powinna sobie poradzić z ich tłumaczeniem, a tłumacz może zamiast tego zająć się trudniejszą częścią tekstu. [Post-editing can be useful in translating short texts/sentences which are so

common that the machine should cope with translating them, while the translator can deal with the more difficult part of the text instead.]

- Często jedyne co muszę zrobić to zamienić pojedyncze słowa na takie, które mi bardziej odpowiadają [Often all I need to do is change individual words into ones that I like better].

8.2.2 The quality of MT output

As for opinions about MT output, there were 21 critical comments: 10 mentions of the poor quality of MT output and 11 mentions of errors in it. Among reasons for the poor quality, participants mentioned the particularities of LT and nuances of language in general:

- Niska jakość tekstów tłumaczonych maszynowo jest wynikiem nieuwzględnienia przez program specyfiki systemu prawa, z którego pochodzi tekst prawny podlegający tłumaczeniu. [The low quality of machine-translated texts is a result of the program failing to take into account the particularities of the legal system from which the translated legal text comes.]
- Jak się okazuje, tłumaczenie maszynowe nie do końca radzi sobie z terminami, które mogą mieć zastosowanie w różnych sytuacjach i w odwołaniu do różnych systemów prawnych. [It turns out that MT does not fully cope with terms which may apply in different situations and with respect to different legal systems.]
- Maszynowe tłumaczenie nie zawsze widzi specyficzne potrzeby tekstu [MT does not always see the specific needs of the text]
- Maszyny są niespójne terminologicznie i mają problem z uchwyceniem niuansów języka, na który tłumaczą. [Machines are terminologically inconsistent and have a problem with grasping the nuances of the language into which they translate.]

The errors were sometimes only mentioned as frequent (for instance: *Tłumaczenia maszynowe często są nieakceptowalne, zawierają dużą ilość błędów* - *MTs are often unacceptable, they contain a large numbers of errors*), but there were also more specific complaints about the types of errors:

- calques (*w tekście przetłumaczonym maszynowo jest dużo kalek językowych* - *in a machine-translated text there are many linguistic calques*), including syntactic calques (*zdarzają się błędy w ... składni i były to tłumaczenia dosłowne, przystosowane do języka prawa zagranicznego* - *there are some errors in ... syntax and these were literal translations, adjusted to the language of the foreign law*);
- stylistic errors (*Takie teksty mają swój charakterystyczny styl co nie zawsze jest dobrze oddane* - *Such texts have a characteristic style, which is not always rendered well*);
- terminological errors (*W przypadku tekstów prawnych i biznesowych wiele terminów jest przetłumaczonych błędnie lub w sposób nienaturalny dla języka polskiego* - *In legal or business texts many errors are mistranslated or translated in a way which is unnatural for Polish*), or
- the fact that they are hard to spot (*łatwo przeoczyć jest błędy, które znajdują się w tłumaczeniu maszynowym* - *it is easy to miss the errors in MT*)

This criticism was partly balanced by 10 mentions of the good quality of MT output and 3 mentions of MT showing good solutions.

- Jako osoba która wcześniej nie spotykała się z tekstami prawniczymi, byłem w stanie w dużym stopniu zrozumieć teksty przetłumaczone maszynowo. [...] jednak sens na ogół był zachowany. [As a person who had not encountered legal texts before, I was largely able to understand machine-translated texts. [...] yet, the sense was usually retained.]
- Jakość tłumaczenia maszynowego w kontekście umów stale rośnie [The quality of MT in the context of contracts keeps improving]
- Algorytm (DeepL) zachowuje naturalną składnię, dobrze odmienia słowa i w pewnym zakresie rozumie skróty myślowe, wyrażenia idiomatyczne. [The algorithm (DeepL) retains natural syntax, inflects the words well and to some degree understands mental shortcuts, idiomatic expressions.]
- Czasem to może zaproponować lepszy wariant, niż ja wymyślę. [It can sometimes suggest a better version that I will come up with.]

8.2.3 Answers discussing both pros and cons of MT/PE

The second most frequent theme of all (17 comments) after time savings was **"it depends"**, which appeared in answers to Q6 and Q8. In both of them, participants were not given this option (one person even complained about it), so they compensated for this in answers to open questions. Their substantiations of answers to these questions sometimes mentioned that they chose a certain answer, but were aware of both pros and cons of MT and PE, which is consistent with the two themes analysed above. Also, the two kinds of "it depends" were mixed, so for instance comments about the different levels of quality of MT output appeared in answers to the question about how PE compared to TfS. This is understandable since any comparison between PE and TfS has to consider the quality of MT output. In the following examples, I tried to separate the two, but it is easy to see how closely related the two topics are. The first selection concerns MT output:

- Nie zawsze tłumaczenie maszynowe będzie wysokiej jakości. W głównej mierze zależy to od tematu tłumaczenia, struktur leksykalnych i słownictwa specjalistycznego. [MT will not always be of high quality. To a large extent it depends on the topic of the translation, lexical structures and specialist vocabulary.]
- [J]akość tekstów tłumaczonych maszynowo jest średnia - zdarzają się dobrze przetłumaczone, ale zdarzają się przetłumaczone bardzo źle [The quality of machine-translated texts is medium - there are some that are translated well, but there are others that are translated very badly]
- Mam wrażenie, że z jakością jest różnie. Jedne teksty są lepsze, inne gorsze. Jakość tłumaczeń jest przyzwoita i pozwala na zrozumienie tekstu, jednak zawsze znajdzie się coś do poprawy. [My impression is that the quality differs. Some texts are better, others are worse. The quality of translations is decent and enables understanding texts, but there is always something to correct.]
- Tłumaczenie maszynowe nie zastąpi w 100% naszej pracy i samodzielnego myślenia oraz wiedzy, ale ułatwia i przyspiesza pracę [MT will not replace our work and our own thinking 100%, but it facilitates and speeds up work].

The second selection foregrounds the different levels of effort in PE:

- To zależy od tekstu, jaki wysiłek jest wymagany. [It depends on the text what effort is needed.]

- [T]o zależy; zdarza się, że bardzo mało trzeba poprawiać, ale zdarza się, że lepiej przetłumaczyć tekst ponownie samemu [It depends; it happens that you need to correct very little, but it also happens that it is better to translate the text anew yourself]
- Jest to na pewno ułatwienie, ale wymaga zachowania spójności i uważności. [This is certainly a facilitation, but it requires maintaining coherence and attentiveness.]
- W tekście znajdą się oczywiście fragmenty gdzie tłumaczenie maszynowe ma sens - wtedy nasza praca jest o tyle łatwiejsza, że wystarczy potwierdzić jego wiarygodność. Czasem jednak coś może na pierwszy rzut oka prezentować się bardzo dobrze, a koniec końców okazać się totalną bzdurą co zdecydowanie może utrudnić proces postędyj. [In a text we will of course find fragments where MT makes sense - then our work is easier in that we only need to confirm its reliability. But sometimes something can look very good at first sight and in the end turn out to be complete rubbish, which can render the PE process definitively more difficult.]

There were two other answers that were similarly elaborate and balanced as the last quote. They seem to capture the dominant attitude of participants, which was realistic and pragmatic, embracing the possibilities of this technology, but without excessive enthusiasm. Obviously, their opinions were not yet affected by the business practices discussed in section 1.3.

8.2.4 Other recurring topics

Other recurring topics found in the answers to open questions included: priming - though the term was used only once, PE not being the choice made by participants themselves (9 comments each), PE as a technique to boost quality (7 comments), no "empty page" in PE (6 comments), more agency/freedom in TfS, participants' insufficient experience in PE to have an opinion (5 comments each), and comments about MT/PE risks and ones revealing confusion about MTPE/revision/CAT tools (4 in each category).

With respect to priming, seven participants talked about their experience of being limited by the MT version that they could not "unsee":

- ...bez męczenia się z pozbywaniem sugestii tłumacza, które ewidentnie niezbyt pasują, ale już się zakorzeniły w myślach [...without the fatigue of getting rid of MT suggestions, which clearly don't fit, but have already taken root in thoughts];
- ...ciężko jest mi wyjść poza gotowe tłumaczenie i znaleźć błędy. Im dłużej czytam dany fragment tekstu lub zdaniem, tym bardziej poprawne ono mi się wydaje [...I find it hard to go beyond the ready translation and find errors. The longer I read a given fragment of text or sentence, the more correct it seems to me];
- tekst tłumaczenia maszynowego narzuca pewien styl, od którego trudno jest mi się oderwać [the text of MT forces a certain style from which I find it hard to break away];

but two persons mentioned that they were able to overcome the priming effect:

- Poza tym obce tłumaczenie nie wpływa na moje myślenie (zawsze porównuję, jak sama przetłumaczyłabym dany fragment) i nie przeszkadza mi; odwrotnie, innym razem pomaga znaleźć wątek. [Besides, someone else's translation does not affect my thinking (I always compare how I would

translate a given fragment myself) and does not disturb me; quite the reverse, on other occasions it helps me find the track.];

- Sugestia podana przez DeepL czy Google Translate nie musi być świetna, ale często naprowadza na dobry trop. Możliwe, że końcowa wersja naszego przekładu będzie zupełnie inna, ale zobaczenie różnych opcji potrafi pomóc. [A suggestion from DeepL or Google Translate need not be great, but it often guides you in the right direction. The final version of our translation may be completely different, but seeing different options can help.].

In the reasons for PE adoption in future work there were five comments about respondents' intention to use PE (only) when required by the employer or the given assignment and four comments about the inevitability of PE and the growing number of such assignments. Seven participants identify PE as something that boosts the quality of the final product, including by checking the completeness, correctness, or even understanding a complex ST or learning collocations or vocabulary.

In the context of comparing PE with TfS, the fact that there is no "empty page" in PE is welcome to six persons, who find having a draft/skeleton easier, psychologically reassuring or a good starting point. Nevertheless, when providing arguments against using PE in their future work or discussing the effort involved in PE, five persons state that they prefer TfS. Two of these answers are telling:

- Postędyca przypomina mi pracę belfra ze starym pruskim podejściem: mniej się kreuje, a bardziej skupia na tym co wykreowali inni i jak im wyszło, a gdzie im się podwinęła noga. [PE reminds me of the work of a beak with the old Prussian attitude: you create less, but rather focus on what others have created and how successful they were and where they slipped up.]
- Praca nad postędyką jest o wiele mniej kreatywna aniżeli tłumaczenie od zera. Ten bardzo satysfakcjonujący schodzi na dalszy plan [Work on PE is much less creative than TfS. This very satisfying [aspect?] recedes into the background].

Five participants consider they need more experience in PE to form an opinion or decide how they are going to use it. Four comments mention the risks involved in MT or PE, including breach of data confidentiality, increased risk of errors or the likelihood of not learning a certain topic well if PE is used. Four comments seemed to indicate that participants confused PE with revising HT and using CAT tools.

9 Answers to research questions. Conclusions

The answers to research questions are to some extent interrelated, therefore they are presented together in a separate chapter, rather than at the end of Chapters 6-8.

RQ1: How do comparable translations (contracts) made by the same person before and after PE exercises differ in terms of dealing with the challenging features of legal language?

The average changes in total scores and total numbers of unacceptable solutions for tasks 1 and 2 for all 34 participants were very small: +0.76 and -0.62, respectively. The average changes in total scores and total numbers of unacceptable solutions for tasks 1 and 2 for three groups of participants – Master's students of translation, post-diploma students of legal translation and the mixed group of law students or graduates and two practising translators – were more diverse (see Table 6-5). They point at the group of post-diploma students of LT as the one which made the best progress. The differences between group means were not statistically significant, but the fact that Master's students generally performed worse on task 2 suggests that the intervention was not beneficial for most of them.

The vast differences in aggregate results achieved by individual participants (Tables 6-3, 6-4 and 6-28) might be explained by individual variation in terms of preexisting knowledge and skills, which could not be tested before the study, fluctuations in performance or the level of their motivation. When the scores for particular categories of PIs were analysed, it was also impossible to reject the hypothesis about the these variables being independent of group membership. Again, individual variation was considerable, as demonstrated by Tables 6-22 to 6-27.

The conclusions for all participants seem to be that there was, on average:

- improvement in categories of (1) polysemy, synonymy and similar relationships, (2) all-encompassing language, and (3) knowledge about the world;
- no change in the joint category of (4) terminology and local conventions, and
- deterioration in the categories of (5) deontic modality and (6) phraseology and legal language conventions.

The categories where there was no improvement (4 to 6) belong to the core features of legal language, which confirms the need for particular focus on terminology, deontic modality and phraseology in LT courses but also suggests that fixing errors in MT output is not conducive to progress in these fields. Of course, deterioration of performance in these categories could have been due to trainees experimenting with a new language register, when a certain number of errors seems inevitable, or to their waning motivation to learn LT. Nevertheless, the results seem to provide argument against introducing PE at early stages of LT training, considering that some persons who reported feeling more self-confident or more in control during task 2 performed worse.

RQ2: Is the improvement or deterioration of quality of translated text associated with such features of trainees as education background, prior exposure to LT or professional translation experience?

Participants' metadata enabled making comparisons between persons with or without legal background and between persons with or without professional experience in translation. The only statistically significant associations were observed between the variable of professional experience and the total score and total number of unacceptable solutions for task 2 (with moderate effect sizes). So, prior experience in translation seems to have enabled participants to benefit from PE exercises and the course in general. Meanwhile, legal background did not seem to play such a role. It could have been rather professional experience with contracts: three out of four practicing lawyers were among the top performers and one of the post-diploma students also saw their experience with residential leases as an advantage. Even though trainees without any professional experience saw PE exercises as useful (see the answer to RQ5), the benefits of such exercises mainly materialised for those with professional experience.

An alternative explanation for the observed association between professional experience and good task 2 results might be the ability of these persons to sustain motivation to learn and improve, additionally boosted by the other group members (positive "group energy"). They definitively had some preexisting skills to build on and these skills could have made the learning more efficient. For those without such experience, the contents of the course, including the PE exercises, may have been very difficult, while for legal practitioners honing translation skills may not have been the goal (although legal practitioners do use MT and are interested in MT literacy). In both these groups, PE exercises should be used with caution.

In individual PI categories, the variable of professional experience was found to be associated with scores:

- for task 1:
 - phraseology
 - knowledge about the world
- for task 2:
 - deontic modality,
 - knowledge about the world
 - joint category of terminology and local conventions.

Task 2 results further support and provide more detail to the general finding that persons with professional experience in translation performed better on this task than persons without it, so they benefitted more from the course.

While the variable of law background was found to be associated with the scores for the category of all-encompassing language in task 2, the differences in other categories became less marked than in task 1, where differences in scores were noticeable also in the category of deontic modality and the joint category of terminology and local conventions. The lack of other associations could be partially due to the low number of persons with law background (10/34) and their heterogeneity: law students and practicing lawyers. The total scores and numbers of errors suggest that persons with law background have an advantage in certain categories, which is, however, partially outweighed by less successful performance in others. Yet, with the current number of observations, this regularity is not statistically significant.

RQ3: Do trainees' translation processes before and after PE exercises differ in terms of e.g. total time spent on task, search behaviour, length of produced chunks, revision? If so, how?

Although precise measurement of total time spent on task proved impossible with participants recording what they considered "translation" – often excluding orientation or final revision – and with technical problems experienced by some, rough comparisons can be made.

The second task only took longer than the first one in four cases and three of those participants spent over 15 minutes more on that task (for three of those four participants recordings enable the conclusion that this was due to increased search time). In four cases the time was more or less the same, while in ten cases the second process was shorter (up to 15 minutes in nine cases and over 15 minutes in one). Interestingly, where comparisons are possible among those who worked faster, two persons increased their total search times (and the share of searches in the whole process), while two reduced their total search time, but not necessarily the share of searches in the whole process. One participant completely dispensed with searches in the second task. If any trends can be found with such a small number of full sets of recordings, the number of sources consulted or searches performed in task 2 was higher than in task 1. In task 1, search times accounted for 4.4%-34.7% of total process time (though one person refrained from searching as they believed it was not allowed). In task 2, the variance was even greater: from 0% (which was a conscious choice) to 44.7% of the process time.

The most popular tool for starting searches was Google search engine. What rendered the search results less useful than they could be was often too general/too specific search expressions and lack of search operators. This often determined the use of other sources – what was not among results, could not be consulted. Yet, sometimes relevant links were not opened, perhaps because the information visible in search results did not seem relevant. Some participants experimented with modifying search expressions, but without using their full potential. Also, participants sometimes failed to look up familiar words in both the source and target languages, which prevented them from discovering their legal meanings. In brief, it could be said that the best searches are made by persons who are humble (they cross-check their own knowledge, even as native speakers of a language) and open-minded (they do not reject information which does not confirm their intuitions). It seems that the two technical translators among participants could successfully transfer their advanced search skills to a new field.

As for other sources of information, although in task 2 participants continued to use bilingual dictionaries and concordancers, many began to use new sources (e.g. monolingual dictionaries of Polish, legislation, parallel texts, consultations with experts, but also a corpus or ChatGPT consultations) or to combine searches in multiple sources (in the simplest cases, two MT engines or an MT engine and a dictionary). Sometimes several links from Google results were opened in separate tabs and examined one by one. More complex searches indicated that participants cross-checked information more often. The use of parallel texts was not only more common, but also slightly different: several persons pasted whole sentences into their translations to work on them. There were also more instances of using MT versions for comparison at the stage of revision. In general, search behaviours in task 2 were showing promising signs of development. Also, some participants stressed their greater self-confidence in searching for information in a new field after the course.

In task 2, there were more instances of participants producing longer chunks of text (segments with several words typed fluently or several consecutive segments with 2-3 words in quick succession). However, it should be stressed that participants were able to use whole phrases from memory in both tasks, which they explained with their prior exposure to contracts, vehicle and driver documents or “various kinds of texts”. Meanwhile, persons with a background in Polish law had an obvious advantage of familiarity with the legal register in general, which gave them more flexibility in conveying the message into Polish, but sometimes interfered with the structure of the target text, trying to make it more similar to Polish contracts. The most disadvantaged group were the Master’s students of translation, most of whom had neither experience with legal documents nor legal background.

Revision was not always recorded (at least not the final revision), but its importance was stressed by persons with experience in translation. The working mode with effortful drafting and revision mainly aimed at polishing the language was more frequently recorded than the mode with the first draft produced quickly and followed by more time-consuming and effortful revision, especially in terms of information searches. There were also persons who put similar effort into both drafting and revision (as shown by the intensity of searches). As working style seems a relatively stable trait, no major changes were expected here, however, some persons with law background but no experience in translation admitted that they only made final revision of their work in task 2.

In general, most participants changed something in their processes, especially in their search and revision behaviours, but this did not always translate into higher quality of translation products (and certainly not according to all assessors).

RQ4: Do these changes in translation processes lead to more acceptable translation products as assessed by potential reviewers and potential clients?

From an analysis of a sample of processes in terms of how trainees dealt with a number of items they themselves indicated as problematic, it is clear that their behaviours suggestive of problem awareness and attempts at solving them: pauses, marking doubts, searches, sometimes even extensive searches, or revisions of their solutions, did not always result in acceptable solutions. Meanwhile, where there were no problem awareness indicators in the processes, this often led to unacceptable renditions of items where semi-technical vocabulary appeared. Therefore, analysing both of the above phenomena and the reasons for failures (negative competence) seems a crucial element of LT training.

This matter will be answered in more detail as part of the Preludium project, however, as shown by the overall scores from assessors provided for every trainee whose processes were analysed in Chapter 7, potential reviewers and potential clients do not always agree on what is a good translation solution. Also the assessments from two sworn translators and from two lawyers are often different. The differences between lawyers and translators are particularly interesting and may be attributed to differences in knowledge between the two kinds of professionals. It may also be hypothesised that lawyers from civil law countries are more “forgiving” of excessively literal translations from English due to the general

principle of interpreting contracts taking into account the context and parties' intentions, rather than their wording alone. Whatever the reasons, this side-discovery merits further attention.

RQ5: What is trainees' attitude to PE, including their perception of the effort required, the difficulty compared to TfS, the usefulness of PE in learning LT and their willingness to use PE in their future work?

The majority of respondents (63.2%) believe that the quality of MT output is low, therefore PE involves considerable effort. The second most popular answer (35.1%) is that MT output of high quality, so the effort expended on PE is low. There are no answers about the quality of MT output being very low and only one person (2.7%) regards the quality of MT output as very high. This distribution resembles answers in similar surveys conducted with language professionals and lawyers.

As for the comparison between PE and TfS, the most popular answer (48.6%) is that they are equally difficult. The remaining answers are split almost equally between the perception of PE as more difficult (24.3%) or less difficult (27.0%) than TfS. Again, these answers seem to echo the answers in surveys among translators, discussed in section 1.3.

Most respondents (83.8%) perceived PE as helpful for learning LT, while 8.1% saw it as unhelpful and just as many (8.1%) were undecided. When asked how PE exercises influenced a number of individual skills involved in LT, all participants saw these exercises as helpful for ST understanding, followed by revision, solving translation problems and information mining. There were slightly more negative answers or doubts about the other skills: proper term selection, identifying translation problems, conveying the message in TL and following TL conventions, but still positives definitely outnumbered them. So, even though half of participants did identify at least one skill whose acquisition was not helped by PE or where the influence of PE was uncertain, most of them saw PE exercises as useful for learning LT in general.

Overall, few respondents do not intend to use PE in future (10.8%) or are going to do it subject to certain conditions or after further tests (16.2%). Unsurprisingly, some of those who do not see PE as useful for learning LT are also reluctant to use it as translators, but a certain number of negative or other answers are a consequence of the fact that the question mentioned "future work as translators", while e.g. practicing lawyers do not intend to requalify. The remaining 73.0% declare the intention to use PE.

RQ6: Is individual trainees' attitude to PE associated with their educational background, professional experience or working style?

The quantitative analysis of answers to closed questions showed that the independent variables of education background, (length of) professional experience in translation, number of legal texts translated prior to the course or working style had weak to moderate associations with dependent variables of the trainees' perception of PE as helpful in LT learning (most of them found it helpful), PE difficulty compared to TfS or their plans to use PE in their future work as translators (again, three quarters declare they will use PE). Only a few moderate associations were statistically significant:

- persons without professional experience in translation are more likely to consider PE helpful in learning LT;
- persons with “next sentence” orientation style are more likely to consider MT output to be of high quality, those with “next paragraph” orientation perceive the quality as low;
- persons who intend to use PE in their future work as translators tend to perceive MT quality as low and PE effort as high, and
- two other statistically significant associations, between orientation style and perceived usefulness of PE in learning LT and between research style and the intention to use PE in future work as a translator must be treated with caution due to uneven distributions of these variables, with dominant values.

In general, the answers to closed questions did not confirm that trainees’ education, experience or working style influence in any significant way their acceptance or rejection of PE as a method of learning LT or as a working method. The almost perfectly equal distributions of certain answers regardless of education, experience or working style might suggest that these variables play a minor role in respondents’ assessment of PE as a modality of translation. This suggests that educational background, experience or working style might not play any role in how participants assess PE as a modality of translation. The similarity of answers in this and other surveys about PE might suggest any hands-on experience in PE leads to similar conclusions about the pros and cons of this modality.

Meanwhile, the main conclusion from the qualitative analysis of answers to open questions is that participants have a fairly nuanced understanding of the pros and cons of MT and PE. They appreciate the time savings and sometimes good solutions in MT output, while stressing that PE requires considerable effort. For some of them this effort is comparable with the effort of TfS, because they are aware that MT output can contain many errors and that its quality differs depending on the kind of text. In many comments, participants weigh arguments for and against PE, rather than consider this modality of translation acceptable or not. They also realise the inevitability of PE for today’s translators. Overall, these results, too, are fairly similar to results of other surveys for MT users in that the respondents are neither enthusiastic nor overly critical of the technology.

As succinctly put by Brian Mossop, “[i]f you cannot translate with pencil and paper, then you can't translate with the latest information technology” (quoted after Pym, 2012: 488). The results of this research project seem to confirm that PE (and most likely AI) will enable further growth for those who are already fairly good at LT – or at least an aspect of LT – but may be detrimental to the development of complete beginners. Like in Billie Holiday’s song: “Them that's got shall have/ Them that's not shall lose”. While each individual participant has their own story that explains why their progress was as it was, the aggregate results show that there is no cutting corners when one is learning LT. While PE may speed up the learning if one already has some skills (although the threshold is not necessarily very high), because it exposes one to more text and more problems to solve in the same time, slower TfS seems more appropriate for beginners, even if their errors will sometimes resemble MT errors.

Appendix 1: The source texts and preselected items

TASK 1

[no title]

This agreement is hereby made between {Renter Name} (hereafter referred to as “the **Renter**”) and {Owner Name} (hereafter referred to as “the **Owner**”).

The Owner hereby agrees to rent the following vehicle to the Renter: {Car Make, Model, Year, Colour, License Plate #, VIN #}

The Renter will rent the car from {date} at {hour} to {date} at {hour}.

The Renter **agrees to pay** a base fee of {base fee} plus {amount} per **mile** over {agreed mileage}.

The Renter **agrees to return** the vehicle in its current condition (**minus** normal road wear-and-tear) to the Owner on the return date and hour, with {fuel expectation}. The Renter is also free to turn the vehicle in at {other locations}.

The Renter understands that the vehicle is for use only in {locations} and **cannot be taken** {other locations}.

The Renter **swears and attests** that {he/she} has a legal, valid license to drive this type of vehicle in this {state/country}, and that there are no **outstanding warrants** against said license. The Renter’s driver’s license is: {driver’s license number}. The Renter **further** swears and attests that {he/she} has insurance that will cover the operation of this vehicle.

The Renter **agrees not to allow** any other person to drive the vehicle, except for authorised drivers listed and approved here. {Other Driver’s Name⁶¹}: {other driver’s license number}.

The Renter agrees to use the vehicle only for routine, legal purposes (personal or business). The Renter further agrees to follow all **city, state, county, and government** rules and restrictions regarding use and operation of the vehicle.

The Renter agrees to **hold harmless, indemnify, and release** the Owner for any **damages, injuries, property loss, or death** caused while the Renter operates this vehicle. The Renter will be held accountable for any **damages** or cleaning fees incurred while renting the vehicle. The Renter has had the opportunity to inspect the vehicle before the **renting term** begins and confirms that it is **in good operable condition**.

The Owner swears and attests that the vehicle is **in good working order** and has no **liens or encumbrances**.

(Renter Signature)

(Owner Signature)

(Date)

TASK 2

⁶¹ Item checked for consistency with *Name* in the first sentence, but not counted as a separate item.

Residential Lease

This lease is made on __, between __, Landlord, and __, Tenant.

The Landlord **agrees / to Rent to** the Tenant and the Tenant **agrees⁶² / to Rent from** the Landlord the **Premises** located at the following address: __

The term of this lease will be from __, until __.

If the Tenant continues to occupy the property, with the consent of the Landlord, after the expiration of the original term of this lease, the **rental will continue on a month-to-month basis** with all of the other terms of this lease continuing unchanged.

The Tenant **is entitled to take possession** of the Premises at __ (time) on __. (date)

The **rental payments** will be \$ __ per month and will be payable by the Tenant to the Landlord on the __ day of each month.

The Tenant has paid the Landlord a security deposit of \$ __⁶³. This security deposit will be held as security **for the repair of any damages to the Premises by the Tenant**. This deposit will be returned to the Tenant within __ days of the termination of this Lease, **minus** any amounts needed to repair the Premises.

The Tenant may not use the security deposit as payment for the Rent.

The Tenant agrees to maintain the Premises **in a clean and sanitary manner** and not to make any alterations to the Premises without the Landlord's written consent.

At the termination of this Lease, the Tenant agrees to leave the Premises in the same condition as when it was received, except for **normal wear and tear**.

Neither the Premises nor any part of the Premises will be used **at any time during the term of this Lease** by the Tenant for the purpose of carrying on **any business, trade, or profession**, or for any purpose other than as a private single-family residence **without the prior written consent** of the Landlord.

Tenant **agrees to allow** the Landlord **reasonable access** to the Premises for **inspection** and repair.

The Landlord **covenants that** on paying the Rent and performing the covenants contained in this Lease, the Tenant will **peacefully and quietly / have, hold, and enjoy** the Premises for the agreed term.

The Tenant has **inspected** the Premises and has found it satisfactory.

⁶² Item checked for consistency with *agrees* in the first part of the sentence, but not counted as a separate item.

⁶³ Another consistency check.

Appendix 2: Tests of independence and effect sizes for scores in individual PI categories

Scores for individual categories of PIs in task 1 and task 2, comparison between persons with and without law background					
Law background		N	Mean	SD	SE Mean
DEONT task 1 (max. 8)	YES	10	6.30	1.889	0.597
	NO	24	5.13	2.559	0.522
POLYS task 1 (max. 8)	YES	10	4.60	2.119	0.670
	NO	24	4.71	1.706	0.348
PHRAS task 1 (max. 8)	YES	10	5.60	1.350	0.427
	NO	24	5.71	1.122	0.229
ENCOM task 1 (max. 8)	YES	10	5.30	1.494	0.473
	NO	24	4.42	1.442	0.294
KNOWL task 1 (max. 6)	YES	10	2.40	0.843	0.267
	NO	24	2.96	1.301	0.266
TERM+LOCAL task 1 (max. 10)	YES	10	8.30	2.452	0.775
	NO	24	6.92	2.302	0.470
DEONT task 2 (max. 8)	YES	10	5.20	1.874	0.593
	NO	24	4.38	2.123	0.433
POLYS task 2 (max. 8)	YES	10	5.10	1.663	0.526
	NO	24	5.71	1.681	0.343
PHRAS task 2 (max. 8)	YES	10	5.90	1.663	0.526
	NO	24	5.79	1.641	0.335
ENCOM task 2 (max. 8)	YES	10	5.60	1.647	0.521
	NO	24	4.17	1.435	0.293
KNOWL task 2 (max. 6)	YES	10	3.00	1.155	0.365
	NO	24	3.17	1.204	0.246
TERM+LOCAL task 2 (max. 10)	YES	10	8.20	1.989	0.629
	NO	24	7.50	1.668	0.341

Tests of independence between the variable of law background and scores in individual categories of PIs in task 1 and task 2							
PI category and task	Welch's t-test	df	p	Mean diff.	95% CI		Cohen's d
					lower	upper	
DEONT task 1 (max. 8)	1.481	22.814	0.152	1.175	-0.467	2.817	0.492
POLYS task 1 (max. 8)	-0.143	14.118	0.888	-0.108	-1.727	1.510	-0.059
PHRAS task 1 (max. 8)	-0.224	14.459	0.826	-0.108	-1.144	0.928	-0.091
ENCOM task 1 (max. 8)	1.587	16.374	0.132	0.883	-0.295	2.061	0.606
KNOWL task 1 (max. 6)	-1.483	25.790	0.150	-0.558	-1.332	0.216	-0.469
TERM+LOCAL task 1 (max. 10)	1.526	15.980	0.147	1.383	-0.539	3.305	0.590
DEONT task 2 (max. 8)	1.124	19.064	0.275	0.825	-0.711	2.361	0.401
POLYS task 2 (max. 8)	-0.969	17.076	0.346	-0.608	-1.933	0.716	-0.363
PHRAS task 2 (max. 8)	0.174	16.708	0.864	0.108	-1.209	1.426	0.066
ENCOM task 2 (max. 8)	2.399	15.006	0.030	1.433	0.160	2.707	0.957
KNOWL task 2 (max. 6)	-0.379	17.587	0.709	-0.167	-1.093	0.760	-0.140
TERM+LOCAL task 2 (max. 10)	0.979	14.560	0.147	0.344	0.700	2.228	0.397

Scores for individual categories of PIs in task 1 and task 2, comparison between persons with and without professional experience					
Professional experience		N	Mean	SD	SE Mean
DEONT task 1 (max. 8)	YES	14	5.36	3.104	0.829
	NO	20	5.55	1.877	0.420
POLYS task 1 (max. 8)	YES	14	4.50	1.787	0.478
	NO	20	4.80	1.852	0.414
PHRAS task 1 (max. 8)	YES	14	6.21	0.893	0.239
	NO	20	5.30	1.218	0.272
ENCOM task 1 (max. 8)	YES	14	5.14	1.460	0.390
	NO	20	4.35	1.461	0.327
KNOWL task 1 (max. 6)	YES	14	3.36	1.008	0.269
	NO	20	2.40	1.188	0.266
TERM+LOCAL task 1 (max. 10)	YES	14	7.00	2.481	0.663
	NO	20	7.55	2.373	0.531
DEONT task 2 (max. 8)	YES	14	5.43	1.697	0.453
	NO	20	4.05	2.139	0.478
POLYS task 2 (max. 8)	YES	14	5.79	1.424	0.381
	NO	20	5.35	1.843	0.412
PHRAS task 2 (max. 8)	YES	14	6.14	1.875	0.501
	NO	20	5.60	1.429	0.320
ENCOM task 2 (max. 8)	YES	14	4.71	1.383	0.370
	NO	20	4.50	1.792	0.401
KNOWL task 2 (max. 6)	YES	14	3.71	0.914	0.244
	NO	20	2.70	1.174	0.263
TERM+LOCAL task 2 (max. 10)	YES	14	8.43	1.555	0.416
	NO	20	7.20	1.765	0.395

Tests of independence between the variable of professional experience and scores in individual categories of PIs in task 1 and task 2							
PI category and task	Welch's t-test	df	p	Mean diff	95% CI		Cohen's d
					lower	upper	
DEONT task 1 (max. 8)	-0.207	19.630	0.838	-0.193	-2.134	1.749	0.079
POLYS task 1 (max. 8)	-0.475	28.777	0.639	-0.300	-1.593	0.993	-0.164
PHRAS task 1 (max. 8)	2.525	31.898	0.017	0.914	0.177	1.652	0.833
ENCOM task 1 (max. 8)	1.558	28.147	0.130	0.793	-0.249	1.835	0.543
KNOWL task 1 (max. 6)	2.530	30.701	0.017	0.957	0.185	1.729	0.856
TERM+LOCAL task 1 (max. 10)	-0.648	27.315	0.523	-0.550	-2.291	1.191	-0.228
DEONT task 2 (max. 8)	2.091	31.414	0.045	1.379	0.035	2.722	0.699
POLYS task 2 (max. 8)	0.777	31.618	0.443	0.436	-0.707	1.579	0.259
PHRAS task 2 (max. 8)	0.913	23.105	0.371	0.543	-0.686	1.772	0.334
ENCOM task 2 (max. 8)	0.393	31.625	0.697	0.214	-0.897	1.325	0.131
KNOWL task 2 (max. 6)	2.828	31.566	0.008	1.014	0.283	1.745	0.943
TERM+LOCAL task 2 (max. 10)	2.144	30.212	0.040	1.229	0.058	2.399	0.730

Appendix 3: Analysis of trainees' problem indicators, problem-solving behaviours and solution assessments

Legend:

Sources/behaviours

D2: bilingual dictionary

DL: DeepL

GT: Google Translate

ProZ: ProZ.com translators' forum

Conc: concordancer

GS: Google search

D1: monolingual dict.

PT: parallel text

Lex: legislation

EI: encyclopaedic sources

ON: own notes

[???]: doubt marked

LP – long pause

NS: no sources

Assessments

Corr – correction

Feedb - feedback

Minor Corr – minor correction

OK – solution approved

→ word replacement

Problem	Trainee	Sources	Revs	Solution	Translators' assessment	Lawyers' assessment
swears and attests	IPSKT 3	D2: attest, D2: swear + synonym search, PLD1: poświadcz	2	potwierdza i poświadcz	Corr: oświadcz;	Corr: deklaruje i poświadcz;
	IPSKT 4	NS	0	oświadcz	OK;	OK;
	IPSKT 1	Conc: swears and attests	1	zaświadcz	Corr: oświadcz;	OK;
	TRAN 2	3 x GS, Tpar, DL, [???], PT	1	oświadcz	OK;	OK;
	SLAW 1	Pause, NS	0	przysięga i potwierdza	Corr: oświadcz;	Corr: deklaruje i potwierdza;
	IPSKT 2	NS	0	potwierdza	OK;	OK;
outstanding warrants	IPSKT 3	Conc, D2: warrant, synonym search	2	zaległych lub nieuregulowanych nakazów do uiszczenia	Corr: nakazów aresztowania Corr: obowiązujących obecnie nakazów aresztowania wystawionych wobec niego	Corr: wobec Najemcy nie są stosowane żadne środki prawne wpływające na ważność; Feedb: incomprehensible
	IPSKT 4	D2: warrants, GS: warrant, GS graphics, EI	1	jego uprawnienia nie zostały zawieszone	OK; Corr: obowiązujące obecnie nakazy aresztowania	Corr: [as above]; OK
	IPSKT 1	Conc, GS: outstanding warrants against a licence, D2: OW against, [???]	1	nie zostały na nie wystawione żadne nakazy ścigania	Corr: zaległe nakazy aresztowania; Corr: żadne obowiązujące obecnie nakazy aresztowania	Corr: [as above]; Feedb: incomprehensible
	TRAN 2	GS: outstanding warrant, GS: OW what is it, D2, Conc, GS: OW proz, GS: OW driver's license; ProZ, EI	0	żadne nakazy aresztowania	OK + minor Corr: +zaległe; OK	Corr: [as above]; Feedb: ST seems to say something different
	SLAW 1	LP, NS	0	nie zalega z niezapłaconymi mandatami	Corr: nakazów aresztowania; Corr: nakazów aresztowania, które nie zostały jeszcze wykonane	Corr: [as above]; Feedb: ST seems to say something different
	IPSKT 2	Conc: phrase, -1 word, -1 word, [???], IE, Lex, GS: info about PL	0	nie wydano postanowień /decyzji o odebraniu	Corr: obowiązujących obecnie nakazów aresztowania Corr: niewykonane nakazy aresztowania	Corr: [as above]; OK

Problem	Trainee	Sources	Revs	Solution	Translators' assessment	Lawyers' assessment
hold harmless, indemnify and release	IPSKT 3	D2, GT: hold harmless, GT: full phrase, GS + link, EI	0	zwolnienie od odpowiedzialności	OK; OK	OK; OK
	IPSKT 4	2 LPs, Conc: sentence, Conc: clipped sentence	1	w pełni zabezpieczyć i zwalnia ... z ponoszenia odpowiedzialności	OK; OK	OK; OK
	IPSKT 1	Conc: phrase	1	chronić, zabezpieczać oraz zwolnić ... z odpowiedzialności	OK; OK	Corr: zwolnić ... z odpowiedzialności; Feedb: awkward
	TRAN 2	GS: hold harmless proz, ON, long LP, DL, ON	0	zabezpieczenia przed odpowiedzialnością	OK; OK	Corr: zwolnić ... z odpowiedzialności za; Feedb: awkward
	SLAW 1	D2: indemnify, GT	0	bezszkodowe dzierżenie, wynagrodzenie, zapłatę odszkodowania	Corr: zwolnienie z odpowiedzialności; Corr: zwolni ... z odpowiedzialności i przejmie odpowiedzialność za ...	Corr: zobowiązuje się zwolnić ... z odpowiedzialności; OK
	IPSKT 2	NS, Conc: hold harmless, DL: paragraph, WordReference	0	[other party] nie ponosi odpowiedzialności	OK; OK with Feedb: not stated who takes over liability	OK; OK
has no liens or encumbrances	IPSKT 3	D2: lien, D2: encumbrance, GS: encumbrance	0	nie podlega zatrzymaniu lub obciążeniom	OK, with minor Corr; Corr: zatrzymanie → zastaw	Corr: nie jest przedmiotem zastawu i jest wolny od innych obciążeń; Feedb: this refers to a lien
	IPSKT 4	Conc: phrase, LP, Conc: liens	0	nie został oddany pod zastaw i nie posiada obciążeń hipotecznych	Corr: nie jest przedmiotem zastawów ani innych obciążeń; Corr: nie jest przedmiotem zastawów ani innych obciążeń	Corr: że nie jest przedmiotem zastawu i jest wolny od innych obciążeń; Corr: nie jest przedmiotem zastawów Feedb: mortgage not applicable to cars
	IPSKT 1	D2: lien, Conc: liens and encumbrances	0	nie posiada żadnych zastawów ani obciążeń	OK with minor Corr: nie jest przedmiotem; OK with minor Corr: nie ustanowiono	Corr: nie jest przedmiotem; Corr: nie jest przedmiotem zastawów
	TRAN 2	GS: liens proz	1	nie stanowi przedmiotu zastawu lub zabezpieczenia	OK with minor Corr: lub → ani; OK	Corr: oraz jest wolny od innych obciążeń; OK

	SLAW 1	NS	0	nie jest zastawiony ani obciążony innymi prawami osób trzecich	OK; OK	OK with minor Corr: zastawiony → przedmiotem zastawu; OK
	IPSKT 2	Conc: no liens of encumbrances	0	nie są na nim ustanowione żadne obciążenia	OK; OK	OK; OK
good operable condition / good working order	IPSKT 3	- NS, GS, GT: sentence - NS	1 0	- dobry stan techniczny - w dobrym stanie	Corr: zdalny do użytku; OK OK; OK	OK; OK OK; OK
	IPSKT 4	- NS, Conc, GS: operable, LP, Conc: full phrase - Conc: longer phrase	2 0	- w pełni sprawny - w dobrym stanie technicznym	OK; OK OK; OK	OK; OK OK; OK
	IPSKT 1	- NS, Conc: whole expression - NS	1 1	- w dobrym stanie technicznym - w dobrym stanie technicznym	Corr: w dobrym stanie; OK OK; OK	OK; OK OK; OK
	TRAN 2	- DL: paragraph - GS: good working order proz	1 0	- w dobrym stanie technicznym - w dobrym stanie technicznym	Corr: w dobrym stanie; OK OK; OK	OK; OK OK; OK
	SLAW 1	- NS - NS	0 0	- w dobrym stanie - w dobrym stanie technicznym	OK; OK OK; OK	OK; OK OK; OK
	IPSKT 2	- NS, PT - NS, PT	1 1	- we właściwym stanie pozwalającym na ... użytkowanie - jest sprawny i zdalny do użytku	OK; OK OK; OK	OK with minor Corr: używanie; OK OK; OK

Problem	Trainee	Sources	Revs	Solution	Translators' assessment	Lawyers' assessment
The Landlord agrees to Rent to the Tenant and the Tenant agrees to Rent from the Landlord	IPSKT 3	LP, NS	0	consent + reciprocity	Corr: zobowiązuje się; Corr: zobowiązuje się	Corr: zobowiązuje się; OK
	IPSKT 4	LP, NS, PT	1	represents, no reciprocity	Corr: zobowiązuje się; Corr: add missing part of sentence	OK; OK with request for adding reciprocal promise
	IPSKT 1	NS	0	present tense, no reciprocity	Corr: zobowiązuje się, Corr: zobowiązuje się + add reciprocal promise	Corr: zobowiązuje się + reciprocity; OK, but lack of reciprocity seen as omission
	TRAN 2	Lex, Conc: focus on verb "to rent"	0	present tense, reciprocity	Corr: zobowiązuje się; OK	OK, OK
	SLAW 1	NS	0	consent + reciprocity	Corr: zobowiązuje się; Corr: zobowiązuje się	Corr: zobowiązuje się; OK
	IPSKT 2	NS	0	present tense, no reciprocity	Corr: zobowiązuje się wynająć, reciprocity not suggested; Corr: add reciprocal promise	OK, with minor Corr (different verb); OK
rental will continue on a month-to-month basis	IPSKT 3	GS: month-to-month basis meaning, DL: month-to-month basis	1	descriptive based on definition, but awkward	Corr: przedłużany na kolejne okresy miesięczne; Corr: będzie przedłużany na kolejne okresy wynoszące 1 miesiąc	Corr: najem będzie kontynuowany z miesiąca na miesiąc; OK
	IPSKT 4	NS	0	one-off extension	Corr: verb aspect, Feedb: different type of lease; Corr: będzie ona przedłużana o kolejne okresy rozliczeniowe wynoszące 1 miesiąc każdy	Corr: najem będzie kontynuowany z miesiąca na miesiąc; Feedb: stresses multiple months, not one
	IPSKT 1	PT, Conc: month-to-month basis, collect rent on MtMB	3	descriptive, awkward	Corr: przedłużanie niniejszej umowy z miesiąca na miesiąc; Corr: przedłużenie niniejszej umowy wznowiane z miesiąca na miesiąc	Corr: oznacza kontynuowanie najmu z miesiąca na miesiąc; OK with minor Corr: remove wznowianym
	TRAN 2	Conc1, Conc2, GS (rubbish), GS (legal info), GS: phrase, DL: full sentence, GS, several EI	1	Polish legal term used - misleading	Corr: (umowa będzie przedłużana) na kolejne okresy miesięczne; Corr: będzie przedłużany na kolejne następujące po sobie	Corr: najem będzie kontynuowany z miesiąca na miesiąc + Feedb: avoid suggesting that PL law applies here;

					okresy o długości 1 miesiąc każdy	OK with minor Corr: z miesiąca na miesiąc
	SLAW 1	NS	1	descriptive, awkward	Corr: najem będzie przedłużany na kolejne miesiące; Corr: będzie kontynuowany na zasadzie przedłużania umowy na kolejne okresy wynoszące 1 miesiąc każdy	Corr: na kolejne okresy miesięczne; OK
	IPSKT 2	NS	0	short, descriptive	OK; OK	Corr: kontynuowany z miesiąca na miesiąc; OK
any business, trade or profession	IPSKT 3	D2: trade	0	EN triplet >> PL doublet	OK; OK	Corr: + lub zawodowej; Corr: + zawodowych
	IPSKT 4	NS	4	EN triplet >> PL doublet	OK; Corr: +innej zawodowej	Corr: +lub zawodowej; Corr: +lub zawodowej
	IPSKT 1	Conc, 2 x DL	1	EN triplet = PL triplet	Corr: wykonywania wolnego zawodu; OK	OK; OK
	TRAN 2	DL	2	EN triplet = PL triplet	Corr: wykonywania wolnego zawodu; OK	OK; OK
	SLAW 1	NS	0	EN triplet = PL triplet	OK; OK	OK; OK
	IPSKT 2	NS, [??]	3	EN triplet = PL triplet	Corr: wykonywania wolnego zawodu; OK	OK; OK

Problem	Trainee	Sources	Revs	Solution	Translators' assessment	Lawyers' assessment
as a private single-family residence	IPSKT 3	NS	0	jednorodzinny lokal	Corr: jako prywatny lokal mieszkalny dla jednej rodziny, do zaspokojenia potrzeb mieszkaniowych jednej rodziny; OK	Corr: w żadnym innym celu niż prywatne korzystanie z rezydencji jednorodzinnej; Corr: cele mieszkaniowe
	IPSKT 4	DL, PT	3	cele mieszkaniowe	Corr: mieszkaniowe (na potrzeby jednej rodziny); Corr: prywatne cele mieszkaniowe (jedna rodzina)	Corr: prywatne korzystanie z rezydencji jednorodzinnej; OK
	IPSKT 1	NS	0	prywatne jedno-rodzinne miejsce zamieszkania	OK; OK	Corr: korzystanie z rezydencji jednorodzinnej; Corr: niż cel mieszkaniowy
	TRAN 2	DL, 2 Concs, GS, PT	1	cel mieszkaniowy	Corr: mieszkaniowy (dla jednej rodziny); OK	OK, OK
	SLAW 1	NS	0	prywatne cele jednej rodziny	Corr: do zaspokojenia prywatnych potrzeb mieszkaniowych jednej rodziny; OK	Corr: prywatne korzystanie z rezydencji jednorodzinnej; OK
	IPSKT 2	NS, [???], GS: cele mieszkaniowe, GS: cele mieszkalne, Lex, [???], Conc, DL	4	cele mieszkaniowe	Corr: mieszkaniowe (na potrzeby jednej rodziny); Corr: prywatne cele mieszkaniowe (jedna rodzina)	Corr: prywatne korzystanie z rezydencji jednorodzinnej; OK
peacefully and quietly have, hold and enjoy	IPSKT 3	NS	0	korzystać w spokoju i ciszy	2 x Corr: w sposób niezakłócony	Corr: będzie uprawniony do niezakłóconego posiadania i korzystania; Corr: korzystać w sposób niezakłócony
	IPSKT 4	DL: sentence	0	niezakłócone korzystanie	OK; OK	Corr: + posiadania i ...; OK
	IPSKT 1	Conc, DL: phrase	0	spokojnie objąć ... w posiadanie, zajmować go i korzystać z niego	OK with minor Corr; OK	Corr: uprawniony do niezakłóconego posiadania i korzystania z Lokalu; OK
	TRAN 2	DL: sentence, GS + EI on rights and duties of landlord & tenant in PL, 2 Conc:	2	zobowiązuje się nie ingerować w użytkowanie	Corr: umożliwić Najemcy niezakłócone korzystanie; OK	Corr: niezakłóconego posiadania i korzystania z Lokalu;

		phrase, GS: phrase proz, GS: likely PL phrase, GS: similar phrase, GS: landlord's duties, DL: alternatives for spokojnie; 2 x Conc: peacefully and quietly GS: peacefully and quietly proz, GS: peacefully and quietly meaning lease, EI, DL: text from EI				OK with minor Corr: użytkowanie → używanie
	SLAW 1	NS	0	w sposób spokojny i niezakłócony posiadać i korzystać	Corr: w sposób niezakłócony, posiadać przedmiot najmu i korzystać z niego; Corr: mieć w posiadaniu przedmiot najmu i korzystać z niego	OK; OK
	IPSKT 2	NS, [???], PT	3	komfortowe korzystanie	Corr: komfortowe>> niezakłócone; OK	Corr: niezakłócone posiadanie i korzystanie; OK

Appendix 4: Questionnaire (English version)

GENERAL QUESTIONS

1. What kind of studies have you completed? *

- English philology
- Applied linguistics
- Translation studies
- Law
- Other

2. What is your experience in translation? (This concerns any kind of texts, but not translated as part of university classes) *

- I have no experience in written translation
- Less than 2 years
- From 2 to 5 years
- Over 5 years

3. Did you translate any legal texts before this course in contract translation? *

- No
- Yes, a few
- Yes, many

4. Did you do any post-editing (i.e. correction of machine translation output) before this course in contract translation? *

- No
- Yes, for my own needs
- Yes, in connection with education or work in a job other than as a translator
- Yes, while working as a translator
- Other

QUESTIONS ABOUT WORKING STYLE

5. Which statement best describes your style of reading the source text? *

- I usually read the whole text to be translated before I start translating.
- I usually read individual sentences that I am about to translate.
- I usually read longer fragments, e.g. paragraphs or sections, before translating the given fragment.
- Other

6. Which statement best describes your style of information research? *

- I usually look up new terms and research information that helps me understand difficult fragments before I start translating.
- I usually look up new terms and research information that helps me understand difficult fragments as they appear in the text.

- I usually start by preparing the first draft of translation and leave looking up new terms and researching information that helps me understand difficult fragments for later.
- Other

7. Which statement best describes your style of revising your own translation? *

- I usually revise every paragraph or section before moving on.
- I usually revise every translated sentence before moving on to the next.
- I usually revise the whole text when the translation is complete.
- Other

OPINION ABOUT POST-EDITING

8. How do you judge the quality of machine-translated contracts and the effort put into post-editing? *

- The quality is very low - post-editing of machine-translated output is a waste of time
- The quality is rather low - post-editing of machine-translated output requires a lot of effort.
- The quality is fairly high - post-editing of machine-translated output does not require much effort.
- The quality is very high – machine-translated output only requires small changes.

9. What are the reasons for the opinion you expressed in the preceding question?

10. Which statement best corresponds to your opinion about the level of difficulty of post-editing? *

- Post-editing is easier than translation from scratch.
- Post-editing is as difficult as translation from scratch.
- Post-editing is more difficult than translation from scratch.

11. What are the reasons for the opinion you expressed in the preceding question?

12. Which statement is closer to your opinion about the results of post-editing exercises? *

- In my view, post-editing exercises are rather helpful in learning to translate contracts.
- In my view, post-editing exercises are rather unhelpful for learning to translate contracts
- It is hard for me to say how post-editing exercises influence learning to translate contracts.

13. How does performing post-editing exercises influence the development of the following skills of a translator? *

(Likert scale: definitively positive, fairly positive, rather negative, definitively negative, hard to say)

Categories:

- understanding the source text
- information mining
- choice of the right terminology
- identifying translation problems
- solving translation problems
- conveying the message properly in the target language
- following target language conventions
- revising translations made by oneself and others

PROFESSIONAL PLANS

14. Do you intend to work as a translator/interpreter in the future? *

- yes
- no
- other

15. Do you intend to use post-editing in your work as a translator/interpreter? *

- yes
- no
- other

16. What are the reasons why you intend to use post-editing in your work as a translator/interpreter?

17. What are the reasons why you do not intend to use post-editing in your work as a translator/interpreter?

Appendix 5: Questionnaire (Polish version)

PYTANIA OGÓLNE

1. Jakie ukończył_a Pan_i studia? *

- filologia angielska
- lingwistyka stosowana
- translatoryka
- prawo
- inne

2. Jakie jest Pana_i doświadczenie w tłumaczeniu pisemnym? (Chodzi o dowolny rodzaj tekstów, ale nie w ramach zajęć na uczelni.) *

- w ogóle nie mam doświadczenia w tłumaczeniu pisemnym
- poniżej 2 lat
- od 2 do 5 lat
- powyżej 5 lat

3. Czy przed kursem tłumaczenia umów tłumaczył_a Pan_i teksty z zakresu prawa? *

- nie
- tak, kilkakrotnie
- tak, wielokrotnie

4. Czy przed kursem tłumaczenia umów wykonywał_a Pan_i postępcę (czyli korektę tłumaczenia maszynowego)? *

- nie
- tak, na własne potrzeby
- tak, w związku z edukacją lub pracą inną niż w charakterze tłumacza
- tak, w pracy w charakterze tłumacza
- inne

PYTANIA O STYL PRACY

5. Która wypowiedź najlepiej charakteryzuje Pana_i styl czytania tekstu źródłowego? *

- Na ogół czytam cały tekst do tłumaczenia przed rozpoczęciem tłumaczenia.
- Na ogół czytam poszczególne zdania, które mam przetłumaczyć.
- Na ogół czytam większe fragmenty, np. akapity lub sekcje, przed tłumaczeniem danego fragmentu.
- Inne

6. Która wypowiedź najlepiej charakteryzuje Pana_i styl wyszukiwania informacji? *

- Na ogół wyszukuję nowe terminy i informacje pozwalające mi zrozumieć trudne fragmenty przed rozpoczęciem tłumaczenia.
- Na ogół wyszukuję nowe terminy i informacje pozwalające mi zrozumieć trudne fragmenty w miarę ich pojawiania się w tekście.

- Na ogół najpierw przygotowuję brudnopis tłumaczenia, a wyszukiwanie nowych terminów i informacji pozwalających mi zrozumieć trudne fragmenty zostawiam na potem.
- Inne

7. Która wypowiedź najlepiej charakteryzuje Pana_i styl sprawdzania własnego tłumaczenia? *

- Na ogół sprawdzam każdy akapit lub sekcję, zanim przejdę dalej.
- Na ogół sprawdzam każde przetłumaczone zdanie, zanim przejdę do kolejnego.
- Na ogół sprawdzam cały tekst po zakończeniu tłumaczenia.
- Inne

OPINIA O POSTEDYCJI

8. Jak ocenia Pan_i jakość tłumaczenia maszynowego umów i wysiłek wkładany w postedycję? *

- Jakość jest bardzo niska - szkoda czasu na postedycję tekstów tłumaczonych maszynowo.
- Jakość jest raczej niska - postedycja tekstów tłumaczonych maszynowo wymaga dużego wysiłku.
- Jakość jest dość wysoka - postedycja tekstów tłumaczonych maszynowo nie wymaga dużego wysiłku.
- Jakość jest bardzo wysoka - teksty tłumaczone maszynowo wymagają tylko drobnych zmian.

9. Z czego wynika opinia wskazana przez Pana_ią w poprzednim pytaniu?

10. Która wypowiedź jest najbliższa Pana_i opinii o poziomie trudności postedycji? *

- Postedycja jest łatwiejsza od tłumaczenia od zera.
- Postedycja jest podobnie trudna jak tłumaczenie od zera.
- Postedycja jest trudniejsza od tłumaczenia od zera.

11. Z czego wynika opinia wskazana przez Pana_ią w poprzednim pytaniu?

12. Która wypowiedź jest jblizsza Pana_i opinii o rezultatach ćwiczeń z postedycji? *

- Moim zdaniem ćwiczenia z postedycji raczej pomagają w nauce tłumaczenia umów.
- Moim zdaniem ćwiczenia z postedycji raczej utrudniają naukę tłumaczenia umów.
- Trudno mi powiedzieć, jak ćwiczenia z postedycji wpływają na naukę tłumaczenia umów.

13. Jak wykonywanie ćwiczeń z postedycji wpływa na rozwój następujących umiejętności tłumacza? *

(skala Likerta scale: zdecydowanie pozytywnie, raczej pozytywnie, raczej negatywnie, zdecydowanie negatywnie, trudno powiedzieć)

Kategorie:

- rozumienie tekstu źródłowego
- wykorzystywanie źródeł informacji
- wybór właściwych terminów
- identyfikacja problemów tłumaczeniowych
- rozwiązywanie problemów tłumaczeniowych
- właściwe wyrażanie treści w języku docelowym
- zachowywanie konwencji języka docelowego
- sprawdzanie własnego/ cudzego tłumaczenia

PLANY ZAWODOWE

14. Czy zamierza Pan_i w przyszłości pracować jako tłumacz_ka? *

- tak
- nie
- inne

15. Czy jako tłumacz_ka zamierza Pan_i korzystać z postędyj w pracy? *

- tak
- nie
- inne

16. Z jakich powodów zamierza Pan_i korzystać z postędyj w pracy w charakterze tłumacza?

17. Z jakich powodów nie zamierza Pan_i korzystać z postędyj w pracy w charakterze tłumacza?

List of tables

Table 1-1. Effort required for PE and revising HT (after Guerberof, 2013: 78)	15
Table 1-2. Qualitative analysis of postings containing the “machine translation” keyword (after Vieira, 2020a: 14)	17
Table 1-3. Positive and negative codes in statements about MT made by interviewed translators (Production) and LSP managers (after Vieira & Alonso, 2020: 174)	18
Table 1-4. Classification of skills and types of knowledge in terms of impact and absence in new recruits (based on Lafeber, 2012)	32
Table 1-5. Classification of skills and types of knowledge depending on their impact and whether they are demonstrated by new recruits at IGOs (based on Lafeber, 2023)	33
Table 1-6. Comparison of revision and PE competences (after Konttinen et al., 2020: 194)	35
Table 2-1. Normative verb phrases in English and Polish statutes (after Kielar & Miler, 1992: 44, 46)	71
Table 2-2. Legal text classifications based on situational parameters (after Prieto Ramos, 2019: 32)	79
Table 2-3. Comparison of constitutive features of a legal term (naprawy konieczne) on the basis of provisions of the Polish Civil Code and the Louisiana Civil Code (after Iluk, 2016: 52)	88
Table 2-4. Translation techniques and specific translations of the French term cassation into English (after Bestué, 2019)	94
Table 3-1. Full list of competences of professional translators (EMT) and additional competences required of professional legal translators (after QUALETRA JUST/2011/JPEN/AG/2975 final report, with emphasis added).....	109
Table 3-2. Common elements of legal translation competence models and the potential corresponding signs of expertise in legal translation (own compilation)	118
Table 3-3. Model for ST analysis in LT (after Soriano Barabino, 2020: 290)	129
Table 4-1. Macrostructures of Spanish and American leases (Orts, 2012: 328)	148
Table 4-2. Exponents of deontic modality in contracts (after Matulewska, 2010: 88-89)	151
Table 4-3. Meaning of quasi-synonyms included in “hold harmless” clauses (source: Lambert, 2019)	157
Table 5-1. Readability indicators for the two texts used in the study, compiled from Readability Formulas (RF) and WebFX (FX) websites	161
Table 6-1. Numbers of PIs in task 1 and task 2, broken down by categories.....	175
Table 6-2. Trainees' scores for task 1: individual categories, total score, number of unacceptable solutions	177
Table 6-3. Trainees' scores for task 2: individual categories, total score, number of unacceptable solutions	178
Table 6-4. Comparison of each trainee's total scores and numbers of unacceptable solutions for tasks 1 and 2	179
Table 6-5. Results of one-way ANOVA (Welch's F test) for the three groups of trainees (own compilation based on SPSS data)	180
Table 6-6. Test of independence between results of trainees with or without law background (own compilation based on SPSS data)	182
Table 6-7. Test of independence between results of trainees with or without professional experience in translation (own compilation based on SPSS data).....	182
Table 6-8. Numbers of optimum, acceptable and unacceptable solutions in PIs relating to deontic modality (task 1).....	183
Table 6-9. Numbers of optimum, acceptable and unacceptable solutions in PIs relating to deontic modality (task 2).....	184
Table 6-10. Numbers of optimum, acceptable and unacceptable solutions in PIs relating to terminology (task 1)	187
Table 6-11. Numbers of optimum, acceptable and unacceptable solutions in PIs relating to terminology (task 2)	187
Table 6-12. Numbers of optimum, acceptable and unacceptable solutions in PIs relating to polysemy and synonymy (task 1)	193

Table 6-13. Numbers of optimum, acceptable and unacceptable solutions in PIs relating to polysemy and synonymy (task 2)	193
Table 6-14. Numbers of optimum, acceptable and unacceptable solutions in PIs being phraseological units (task 1).....	198
Table 6-15. Numbers of optimum, acceptable and unacceptable solutions in PIs being phraseological units (task 2).....	198
Table 6-16. Numbers of optimum, acceptable and unacceptable solutions in PIs being lists of quasi-synonyms (task 1)	203
Table 6-17. Numbers of optimum, acceptable and unacceptable solutions in PIs being lists of quasi-synonyms (task 2)	203
Table 6-18. Numbers of optimum, acceptable and unacceptable solutions in PIs whose translation required implied knowledge (task 1)	211
Table 6-19. Numbers of optimum, acceptable and unacceptable solutions in PIs whose translation required implied knowledge (task 2)	211
Table 6-20. Numbers of optimum, acceptable and unacceptable solutions in PIs being local elements (task 1)	217
Table 6-21. Numbers of optimum, acceptable and unacceptable solutions in the PI being a local element (task 2)	218
Table 6-22. Differences in total scores for DEONT items for all participants (source: SPSS).....	219
Table 6-23. Differences in total scores for TERM and LOCAL items for all participants (source: SPSS)	220
Table 6-24. Differences in total scores for POLYS items for all participants (source: SPSS)	220
Table 6-25. Differences in total scores for ENCOM items for all participants (source: SPSS).....	220
Table 6-26. Differences in total scores for PHRAS items for all participants (source: SPSS)	221
Table 6-27. Differences in total scores for KNOWL items for all participants (source: SPSS).....	222
Table 6-28. Comparison of total scores and numbers of unacceptable solutions in tasks 1 and 2 for all trainees (source: SPSS).....	222
Table 7-1. Duration of trainees' work on tasks 1 and 2 based on recordings/keystroke logs/declarations/total editing time	223
Table 7-2. Duration of recordings/keystroke logs of practising translators	224
Table 7-3. Numbers of online sources used, total source use time and source use time as a percentage of the total process time for participants who recorded at least one process in Inputlog (own compilation based on Inputlog's source analysis).....	226
Table 7-4. Numbers of online searches (sources not counted), total online search time and search time as a percentage of the total process time for participants who screen-recorded two translation processes (own compilation)	227
Table 7-5. Selected data provided by Inputlog and numbers of segments determined in TSF analysis for trainee TRAN 2	239
Table 7-6. Selected data provided by Inputlog and numbers of segments determined in TSF analysis for trainee IPSKT 3	245
Table 7-7. Selected data provided by Inputlog and numbers of segments determined in TSF analysis for trainee IPSKT 12	253
Table 7-8. Selected data provided by Inputlog and numbers of segments determined in TSF analysis for trainee IPSKT 14	257
Table 7-9. Selected data provided by Inputlog and numbers of segments determined in TSF analysis for trainee	262
Table 8-1. Participants' educational background	308
Table 8-2. Information about participants' experience in professional translation, LT and PE	309
Table 8-3. Detailed background information about all respondents	310
Table 8-4. Specification of participants' working styles: orientation, research and revision.....	312
Table 8-5. Answers to questions about PE effort, difficulty relative to Tfs and the role of PE in learning LT	313

Table 8-6. Individual trainees' answers about the influence of PE exercises on the acquisition of LT skills (own compilation)	316
Table 8-7. Answers to questions about participants' professional plans	317
Table 8-8. Independence and association measures for variables from closed questions in the survey (own compilation based on SPSS).....	319
Table 8-9. Cross-tabulation of variables of trainees' LT experience (binary Y/N) and their perception of PE usefulness in learning LT (source: SPSS).....	320
Table 8-10. Cross-tabulation of variables of trainees' typical orientation and their perception of quality of MT output/effort put in PE (source: SPSS)	320
Table 8-11. Cross-tabulation of variables of trainees' typical orientation style and their intention to use PE when working as translators (source: SPSS)	320
Table 8-12. Cross-tabulation variables of trainees' typical translation research and their intention to use PE when working as translators (source: SPSS)	320
Table 8-13. Cross-tabulation of variables of trainees' intention to work as translators and their intention to use PE when working as translators (source: SPSS).....	321
Table 8-14. Independence and association measures for binary variables of education and experience and binary variables relating to attitude to PE (own compilation based on SPSS)	321
Table 8-15. Cross-tabulation of variables of trainees' professional experience and their perception of quality of MT output/effort put in PE (own compilation based on SPSS output)	322
Table 8-16. Cross-tabulation of variables of trainees' experience in LT and their perception of quality of MT output/effort put in PE (own compilation based on SPSS output)	322
Table 8-17. Cross-tabulation of variables of trainees' perception of quality of MT output/effort put in PE and their perception of PE usefulness in learning LT (own compilation based on SPSS output).....	322
Table 8-18. Codes used in thematic analysis of answers to open questions, in the order of frequency	323

List of figures

Figure 1-1. Google Books ngram for "translation from scratch" for 1930-2019, generated on 2 Feb. 2023	4
Figure 1-2. Google Books ngram for "machine translation" for 1930-2019, generated on 2 Feb. 2023	6
Figure 1-3. Spectrum of human agency in PE (after Vieira, 2019: 328)	9
Figure 1-4. Stages in PE process (after Lacruz, 2017: 220)	13
Figure 1-5. Numbers of translators' postings and blogs in corpus with search keywords related to MT (after Vieira, 2020a: 11)	17
Figure 1-6. Positions of translators and post-editors in the field of translation (after Sakamoto, 2019: 211)	19
Figure 1-7. Evolution from translation predisposition to expertise (after Whyatt, 2012: 29)	22
Figure 1-8. Translation competence model (after Göpferich, 2009: 20)	29
Figure 1-9. PE skills and competences (after Rico & Torrejón, 2012: 169)	34
Figure 1-10. PE competence model (after Nitzke & Hansen-Schirra, 2021: 70)	37
Figure 1-11. The five situated dimensions of translation expertise (after Muñoz Martín, 2014: 18)	44
Figure 2-1. Integrative Methodological Model in legal translation (after Prieto Ramos, 2016: 123)	53
Figure 2-2. Graphical representation of near equivalence (after Šarčević, 1990: 440)	90
Figure 2-3. Graphical representation of partial equivalence (after Šarčević, 1990: 440)	90
Figure 3-1. Hermeneutical model of legal translation competence (after Piecychna, 2013: 153)	105
Figure 5-1. Categorisation of inter-keystroke intervals in TSF based on thresholds (after Muñoz Martín & Apfelthaler, 2022: 25)	167
Figure 5-2. Information behaviour in L1→L2 translation (after Whyatt et al., 2021: 166)	170
Figure 5-3. Information behaviour in L2→L1 translation (after Whyatt et al., 2021: 166)	170
Figure 5-4. Percentages of searches per type of resource in PE and TSF processes of 1 st and 2 nd year translation students (after Quinci, 2024: 303)	171
Figure 6-1. Screenshot from a trainee's translation process (TRAN 2) with a machine-translated "hold harmless" clause	206
Figure 6-2. Screenshot of concordance lines with the term niezakłócone korzystanie (source: NKJP, access 14 Feb. 2024)	209
Figure 7-1. A short part of the "hold harmless" clause translated by GT (IPSKT 2 task 1)	234
Figure 7-2. A longer part of the "hold harmless" clause translated by GT with improved output (IPSKT 2 task 1)	235
Figure 7-3. Search for Polish candidate term cele mieszkalne resolved by opening a legislative instrument	237
Figure 7-4. Process graph for task 1 by trainee TRAN 2 (source: Inputlog)	240
Figure 7-5. Successful search expression in the process recorded by TRAN 2	241
Figure 7-6. Check of a difficult rule of punctuation performed by TRAN 2	242
Figure 7-7. Process graph for task 2 by trainee TRAN 2 (source: Inputlog)	242
Figure 7-8. Search resulting in finding a definition of month-to-month tenancy, performed by TRAN 2	244
Figure 7-9. One of the accidental findings in TRAN 2's search for month-to-month lease	244
Figure 7-10. A diligent search leading TRAN 2 to identify month-to-month lease with umowa na czas nieokreślony	245
Figure 7-11. Process graph for task 1 by trainee IPSKT 3 (source: Inputlog)	246
Figure 7-12. Screen split, large cursor, uncomfortable scale, multiple alternatives (IPSKT 3)	247
Figure 7-13. Sentence with two ST binomials rendered by IPSKT 3 as two TT binomials (last sentence)	247
Figure 7-14. Definition of eksploatacja found by IPSKT 3	248
Figure 7-15. Search performed by IPSKT 3 to establish the correct preposition in Polish	248
Figure 7-16. Process graph for task 2 by trainee IPSKT 3 (source: Inputlog)	249
Figure 7-17. A search to understand the difference between Polish verbs nająć and wynająć performed by IPSKT 3	250
Figure 7-18. A search to determine the correct Polish preposition performed by IPSKT 3	251

Figure 7-19. Search for information about the target legal system or target legal language performed by IPSKT 3	251
Figure 7-20. DL used by IPSKT 3 to translate a phrase	252
Figure 7-21. DL used by IPSKT 3 to translate a sentence containing the phrase of interest, with improved output	252
Figure 7-22. Process graph for task 1 by trainee IPSKT 12 (source: Inputlog)	253
Figure 7-23. Potentially misleading information about outstanding warrants in a different sense than that used in task 1, found by IPSKT 12	255
Figure 7-24. Process graph for task 2 by trainee IPSKT 12 (source: Inputlog)	255
Figure 7-25. Document with ST paragraphs followed by TT paragraphs in task 2 performed by IPSKT 12	257
Figure 7-26. Process graph for task 1 by trainee IPSKT 14 (source: Inputlog)	258
Figure 7-27. A moderately helpful dictionary result that started a successful search for damages fees performed by IPSKT 14	259
Figure 7-28. A legislative instrument opened by IPSKT 14 during a search for collocations	260
Figure 7-29. Process graph for task 2 by trainee IPSKT 14 (source: Inputlog)	260
Figure 7-30. Information about the names of parties to a lease in Polish double-checked by IPSKT 14 during task 2	261
Figure 7-31. Information about residential leases in Poland in English used by IPSKT 14 during task 2	262
Figure 7-32. Process graph for task 1 by trainee TEPIŚ 2 (source: Inputlog)	263
Figure 7-33. Information from ProZ forum, which could have helped TEPIŚ 2 translate outstanding warrants	264
Figure 7-34. Information from ProZ.com forum, visible in GS results, which could have helped TEPIŚ 2 translate outstanding warrants	264
Figure 7-35. Process graph for task 2 (part 1) by trainee TEPIŚ 2 (source: Inputlog)	265
Figure 7-36. Process graph for task 2 (part 2) by trainee TEPIŚ 2 (source: Inputlog)	265
Figure 7-37. The TT typed by TEPIŚ 2 right of the ST in the same paragraph; ST deleted in earlier paragraphs	266
Figure 7-38. Returning to change a term several sentences back upon realising that rent and rental payments referred to the same thing	267
Figure 7-39. WB window temporarily overlaid on the usual side-by-side view of TT and ST	268
Figure 7-40. A difficult sentence left unfinished by IPSKT 1 to work on the following paragraphs	268
Figure 7-41. Inconclusive search in a concordancer performed by IPSKT 1	269
Figure 7-42. Generic translations of month-to-month basis on Reverso	271
Figure 7-43. A long search expression in a concordancer making the search ineffective, except for relevant first result	271
Figure 7-44. The same phrase as in Figure 7-43, input into DL by IPSKT 1	272
Figure 7-45. The first concordance lines from a long list of hits for czynsz in NKJP	272
Figure 7-46. IPSKT 2 arrives at the indirect object of the sentence (accidental use of a keyboard shortcut)	274
Figure 7-47. Sentence reformulated to read more naturally in Polish (follow-up to Figure 7-46)	274
Figure 7-48. The complete first draft prepared by IPSKT 2, with doubts marked in red font	275
Figure 7-49. A promising solution in the first result on Linguee found by IPSKT 2	276
Figure 7-50. Relevant information to help understand fuel expectation	276
Figure 7-51. Initial part of translated contract domesticated by IPSKT 2 to look like a typical Polish contract	277
Figure 7-52. Work on alternative translations of certain sentences done by IPSKT 2	278
Figure 7-53. Search to determine Polish usage (two versions of candidate term) performed by IPSKT 2	279
Figure 7-54. Unexpected meaning of one of the candidate terms from Figure 7-53 discovered by IPSKT 2	279
Figure 7-55. Dictionary entry suggesting that renter can refer to both parties to a lease	280
Figure 7-56. IPSKT 4's search to understand the difference between Polish terms najemca and wynajmujący	281
Figure 7-57. Check of the meaning of a frequently used word: operation, performed by IPSKT 4	281
Figure 7-58. A problematic word marked by IPSKT 4; English word order retained in the last sentence of the ST (left)	282

Figure 7-59. Results of a GS with a general search expression - cleaning fees	282
Figure 7-60. Screen layout with the ST, alternating with a PT, on the left and the TT on the right	284
Figure 7-61. ChatGPT used by IPSKT 4 to find the equivalent of alterations	284
Figure 7-62. ChatGPT used by IPSKT 4 to obtain the equivalent of termination, with very inconsistent results	285
Figure 7-63. Incomplete sentence input into DL by SLAW 1 – output with a deverbal noun instead of a verb	286
Figure 7-64. Comparison of DL output with SLAW 1's own translation	287
Figure 7-65. SLAW1 spots the need for a word order change while typing	288
Figure 7-66. Improved sentence with the changed word order (follow-up to Figure 7-65)	288
Figure 7-67. TEPIS 1's screen layout with a PT on the left, partly obscured by the ST/TT document, some problems marked in red, two versions of the verb understands	290
Figure 7-68. Quora.com as a useful source of information for translators	290
Figure 7-69. Information about outstanding warrants found by TEPIS 1 on Quora.com	291
Figure 7-70. Wrong information about outstanding warrants provided by Reverso	291
Figure 7-71. DL used for a phrase whose Polish equivalents are not context-dependent	293
Figure 7-72. "Foothold" first word preceding a reformulation of the sentence	294
Figure 7-73. The typing of the reformulated sentence (follow-up to Figure 7-72)	294
Figure 7-74. A paragraph with a mistranslation and an over-translation	295
Figure 7-75. First sentences changed in line with Polish practice	296
Figure 7-76. Two alternative renditions (one highlighted)	296
Figure 7-77. PLAW 3 reaches an element of the ST sentence (to the Owner) and recognises a need to change the word order in the TT	297
Figure 7-78. Word order change made on the fly by PLAW 3 (follow-up to Figure 7-77)	297
Figure 7-79. Interference with the text: introduction of a defined capitalised term Pojazd (Vehicle) in the TT, ellipses	298
Figure 7-80. Interference with the text: addition of na podstawie niniejszej umowy (on the basis of this contract)	298
Figure 7-81. Results of a Bing search for cleaning fees without further context	298
Figure 7-82. Results of a Bing search for images relating to cleaning fees without further context	299
Figure 7-83. Civil law style translation of the provision prohibiting the use of Premises for non-residential purposes	300
Figure 8-1. Participants' assessment of the influence of PE exercises on acquisition of LT skills	314
Figure 8-2. Simplified answers about the influence of PE exercises on LT learning	315

References

- Adamczyk-Żylińska, M. (2023). *Nic za darmo, czyli consideration jako podstawowy element umowy w prawie anglosaskim [paper at the conference of the Polish Society of Specialist and Sworn Translators „Tłumacz a wyzwania współczesnego i przyszłego rynku pracy”, 17 Oct. 2023]*.
- Adams, K. A. (2004). Translating English language contracts. *Bulletin of the Institute of Translation & Interpreting*, Sep-Oct, 17–19.
- Adams, K. A. (2014a). Banishing shall from business contracts. Throwing the baby out with the bathwater. *The Australian Corporate Lawyer*, 24(3), 12–13.
- Adams, K. A. (2014b). With ‘efforts’ provisions, reasonable is better than best. *THE LAWYERS WEEKLY*, 13.
- Adams, K. A. (2015). Reconsidering the Recital of Consideration. *New York Law Journal*, 254(110).
- Adams, K. A. (2016). Know Your Enemy: Sources of Uncertain Meaning in Contracts. *Michigan Bar Journal*, October, 40–45.
- Adams, K. A. (2019). Interpreting and Drafting Efforts Provisions: From Unreason to Reason. *The Business Lawyer*, 74(summer), 677–721.
- Adams, K. A., & Bischoff, J. A. (2019). *Common-Law Drafting in Civil-Law Jurisdictions*. Business Law Today. <https://businesslawtoday.org/2019/12/common-law-drafting-civil-law-jurisdictions/>
- Albl-Mikasa, M., Fontana, G., Fuchs, L. M., Stüdeli, L. M., & Zaugg, A. (2017). Professional translations of non-native English: ‘before and after’ texts from the European Parliament’s Editing Unit. *The Translator*, 23(4), 371–387. <https://doi.org/10.1080/13556509.2017.1385940>
- Alcalde Peñalver, E., & Pajares Nievas, J. S. (2019). Training prospective legal practitioners to work with translators and interpreters: a qualitative study. *Lenguas Modernas*, 93–106. <https://lenguasmodernas.uchile.cl/index.php/LM/article/view/55449/58435>
- Alcaraz Varó, E., & Hughes, B. (2002). *Legal Translation Explained*. St.Jerome Publishing.
- Alves, F. (2015). Translation process research at the interface: Paradigmatic, theoretical, and methodological issues in dialogue with cognitive science, expertise studies, and psycholinguistics. In A. Ferreira & J. W. Schwieter (Eds.), *Psycholinguistic and Cognitive Inquiries into Translation and Interpreting* (pp. 17–40). John Benjamins Publishing Company. <https://doi.org/10.1075/btl.115.02alv>
- Andruszkiewicz, M. (2017). Problem jasności w języku prawnym – aspekty lingwistyczne i teoretycznoprawne. *Comparative Legilinguistics*, 31, 7–25. <https://doi.org/10.14746/cl.2017.31.1>
- Anesa, P. (2022). The Legal Translator as a Digital Humanist. In S. M. Maci & M. Sala (Eds.), *Corpus Linguistics and Translation Tools for Digital Humanities. Research Methods and Applications* (pp. 107–126).
- Angelone, E. (2016). A process-oriented approach for documenting and gauging intercultural competence in translation. *The Interpreter and Translator Trainer*, 10(3), 304–317. <https://doi.org/10.1080/1750399X.2016.1236560>
- Angelone, E. (2018). Reconceptualizing problems in translation using triangulated process and product

- data. In I. Lacruz & R. Jääskeläinen (Eds.), *Innovation and Expansion in Translation Process Research* (pp. 17–36). John Benjamins Publishing Company.
- Angelone, E. (2023). Weaving adaptive expertise into translator training. In G. Massey, E. Huertas-Barros, & D. Katan (Eds.), *The Human Translator in the 2020s* (pp. 60–73). Routledge.
- Angelone, E. (2025). *New opportunities for deliberate practice in translator training through generative AI [paper at TTI 7 conference, Łódź, Poland, 23 May 2025]*.
- Angelone, E., & Marín García, Á. (2019). Expertise acquisition through deliberate practice: Gauging perceptions and behaviors of translators and project managers. In H. Risku, R. Rogl, & J. Milošević (Eds.), *Translation Practice in the Field: Current Research on Socio-cognitive Processes* (pp. 123–160). John Benjamins Publishing Company. <https://doi.org/10.1075/bct.105.07ang>
- Angelone, E., & Marín García, Á. (2022). Reconceptualizing breaks in translation: Breaking down or breaking through? *The International Journal for Translation & Interpreting Research*, 14(2), 68–83. <https://doi.org/10.12807/ti.114202.2022.a05>
- Antonini, R. (2021). Non-professional translators and interpreters. In Y. Gambier & L. van Doorslaer (Eds.), *Handbook of Translation Studies*, vol. 5 (pp. 171–176). John Benjamins Publishing Company.
- Antonini, R., & Torresi, I. (2021). Child Language Brokering in Healthcare Settings. In Ş. Susam-Saraeva & E. Spišáková (Eds.), *The Routledge Handbook of Translation and Health* (pp. 184–197). Routledge. <https://doi.org/10.4324/9781003167983>
- Arnejšek, M., & Unk, A. (2020). Multidimensional assessment of the eTranslation output for English-Slovene. In A. Martins, H. Moniz, S. Fumega, B. Martins, F. Batista, L. Coheur, C. Parra, I. Trancoso, M. Turchi, A. Bisazza, J. Moorkens, A. Guerberof, M. Nurminen, L. Marg, & M. L. Forcada (Eds.), *Proceedings of the 22nd Annual Conference of the European Association for Machine Translation* (pp. 383–392). European Association for Machine Translation. <https://aclanthology.org/2020.eamt-1.41>
- Austermühl, F. (2012). Using concept mapping and the web as corpus to develop terminological competence among translators and interpreters. *Translation Spaces*, 1(1), 54–80. <https://doi.org/10.1075/ts.1.09aus>
- Azuélos-Atias, S. (2018). Making legal language clear to legal laypersons. In D. Kurzon & B. Kryk-Kastovsky (Eds.), *Legal Pragmatics* (pp. 101–116). John Benjamins Publishing Company.
- Bajčić, M. (2023). *The hybridization of law and language in multilingual interpretation of EU law [TRANSIUS talk, 23 April 2023]*.
- Balogh, D. (2019). The Role of Genres and Text Selection in Legal Translator Training. *Studies in Logic, Grammar and Rhetoric*, 58(71), 17–34. <https://doi.org/10.2478/slgr-2019-0015>
- Balogh, D. (2023). A Text Type-Specific Approach to Plain Legal Language and its Implications on Machine Translation. *Pázmány Law Review*, 10(1), 13–26. <https://doi.org/10.55019/plr.2023.1.13-26>
- Baroni, M., & Bernardini, S. (2004). BootCaT: Bootstrapping Corpora and Terms from the Web. In M. T. Lino, M. F. Cavies, F. Ferreira, R. Costa, & R. Silva (Eds.), *Proceedings of the Fourth International Conference on Language Resources and Evaluation (LREC'04)* (pp. 1313–1316). European Language Resources Association (ELRA). <http://www.lrec-conf.org/proceedings/lrec2004/pdf/509.pdf>

- Bartnicka, M. (2023). *Tłumaczenia maszynowe i sztuczna inteligencja [paper at the conference of the Polish Society of Sworn and Specialised Translators "Tłumacz a wyzwania współczesnego i przyszłego rynku pracy", 21 Oct. 2023]*.
- Bednárová-Gibová, K. (2021). Organizational ergonomics of translation as a powerful predictor of translators' happiness at work? *Perspectives. Studies in Translation Theory and Practice*, 29(3), 391–406. <https://doi.org/10.1080/0907676X.2020.1753788>
- Bednárová-Gibová, K., & Madoš, B. (2019). Investigating Translators' Work-related Happiness: Slovak Sworn and Institutional Translators as a Case in Point. *Meta*, 64(1), 215–241. <https://doi.org/10.7202/1065335ar>
- Beeby, A., Fernández, M., Fox, O., Hurtado Albir, A., Kuznik, A., Neunzig, W., Rodríguez-Inés, P., Romero, L., & Wimmer, S. (2011). Results of the validation of the PACTE translation competence model. Translation problems and translation competence. In C. Alvstad, A. Hild, & E. Tiselius (Eds.), *Methods and Strategies of Process Research: Integrative approaches in Translation Studies* (pp. 317–343). John Benjamins Publishing Company. <https://doi.org/10.1075/btl.94.22pac>
- Berezowski, L. (2012). *Jak czytać i rozumieć angielskie umowy?* (4th.ed.). Wydawnictwo C.H. Beck.
- Bernardini, S. (2001). Think-aloud protocols in translation research. *Target. International Journal of Translation Studies*, 13(2), 241–263. <https://doi.org/10.1075/target.13.2.03ber>
- Bernardini, S. (2006). Corpora for translator education and translation practice. Achievements and challenges. In N. and Calzolari, K. Choukri, A. Gangemi, B. Maegaard, J. Mariani, J. Odijk, & D. Tapias (Eds.), *Proceedings of the Fifth International Conference on Language Resources and Evaluation (LREC'06)* (pp. 17–22). European Language Resources Association (ELRA). https://mellange.eila.univ-paris-diderot.fr/bernardini_lrec06.pdf
- Bernardini, S. (2022). How to use corpora for translation. In A. O'Keefe & M. J. McCarthy (Eds.), *The Routledge Handbook of Corpus Linguistics* (2 nd., pp. 485–498). Routledge. <https://doi-10.1017/9781009036707.014>
- Bernardini, S. (2023). *Competences, skills and tasks in today's jobs for linguists [talk during the Winter School in Translation Studies "Technology, Trust and the Role of the Translator" organized by Università Ca' Foscari in Venice]*.
- Bestué, C. (2019). A matter of justice: integrating comparative law methods into the decisión making process in legal translation. In Ł. Biel, J. Engberg, M. R. Martín Ruano, & V. Sosoni (Eds.), *Research Methods in Legal Translation and Interpreting: Crossing Methodological Boundaries* (pp. 130–147). Routledge. <https://doi.org/10.4324/9781351031226>
- Bhatia, V. K. (1993). *Analysing Genre: Language Use in Professional Settings*. Longman Group UK Limited.
- Bhatia, V. K. (2017). *Critical Genre Analysis: investigating interdiscursive performance in professional practice*. Routledge.
- Biel, Ł. (2007). Translation of Multilingual EU Legislation as a Sub-genre of Legal Translation. In D. M. Kierzkowska (Ed.), *Court Interpreting and Legal Translation in the Enlarged Europe 2006* (pp. 144–163). Translegis.
- Biel, Ł. (2008). Legal terminology in translation practice: dictionaries, Googling or discussion forums?

SKASE Journal of Translation and Interpretation, 3, 22–38.
http://www.skase.sk/Volumes/JTI03/pdf_doc/BielLucja.pdf

- Biel, Ł. (2011). Professional Realism in the Legal Translation Classroom: Translation Competence and Translator Competence. *Meta*, 56(1), 162–178. <https://doi.org/10.7202/1003515ar>
- Biel, Ł. (2013). Integracyjne podejście funkcjonalne w dydaktyce przekładu prawniczego. *Między Oryginałem a Przekładem*, 19, 11–27. <https://doi.org/10.12797/MOaP.19.2013.21.02>
- Biel, Ł. (2014). The textual fit of translated EU law: a corpus-based study of deontic modality. *The Translator*, 20(3), 332–355. <https://doi.org/10.1080/13556509.2014.909675>
- Biel, Ł. (2017). Enhancing the communicative dimension of legal translation: comparable corpora in the research-informed classroom. *Interpreter and Translator Trainer*, 11(4), 316–336. <https://doi.org/10.1080/1750399X.2017.1359761>
- Biel, Ł. (2021). Przekład prawny i prawniczy. In M. Piotrowska (Ed.), *Perspektywy na przekład* (pp. 121–140). Wydawnictwo Uniwersytetu Jagiellońskiego.
- Biel, Ł. (2023). Variation of legal terms in monolingual and multilingual contexts. In Ł. Biel & H. J. Kockaert (Eds.), *Handbook of Terminology: Volume 3. Legal Terminology* (pp. 90–123). John Benjamins Publishing Company. <https://doi.org/10.1075/hot.3.var1>
- Biel, Ł. (2024a). Linguistic Approaches. In M. Siems & P. J. Yap (Eds.), *The Cambridge Handbook of Comparative Law* (pp. 91–112). Cambridge University Press. <https://doi.org/DOI:10.1017/9781108914741.008>
- Biel, Ł. (2024b). *What's in a legal term: An anatomy of EU multilingual legal terminology [paper at TIGIM conference, Trieste, Italy, 4 Oct. 2024]*.
- Biel, Ł., & Goźdz-Roszkowski, S. (2015). Legal Translation. In S. Goźdz-Roszkowski, P. Stalmaszczyk, & Ł. Bogucki (Eds.), *Ways to Translation* (pp. 249–273). Wydawnictwo Uniwersytetu Łódzkiego - Wydawnictwo Uniwersytetu Jagiellońskiego.
- Biel, Ł., Koźbiał, D., & Wasilewska, K. (2019). The Formulaicity of Translations across EU Institutional Genres: A Corpus-Driven Analysis of Lexical Bundles in Translated and Non-translated Language. *Translation Spaces*, 8(1), 67–92. <https://doi.org/10.1075/ts.00013.bie>
- Bielska, B., Kalinowska, K., Męcfal, S., & Surmiak, A. (2024). Strengths and Limitations of an Online Qualitative Survey in Times of Social Crisis: Example of the COVID-19 Pandemic. *Qualitative Sociology Review*, 20(4), 78–100.
- Biskup, R. (2007). Dobre obyczaje w działalności gospodarczej. *Annales. Etyka w Życiu Gospodarczym*, 10(1), 151–161.
- Black, H. C., & Nolan, J. R. (1990). *Black's Law Dictionary* (6th ed.). West Group.
- Boardman, M. E. (2006). Contra Proferentem: The Allure of Ambiguous Boilerplate. *Michigan Law Review*, 104(5), 1105–1128. <https://repository.law.umich.edu/mlr/vol104/iss5/9>
- Bogucki, Ł., Dybiec-Gajer, J., Piotrowska, M., & Tomaszewicz, T. (2019). *Słownik polskiej terminologii przekładoznawczej*. Księgarnia Akademicka. <https://doi.org/10.12797/9788381380966>
- Borja Albi, A. (2019). How corpora can assist legal translation learners: The GENTT TransTools Corpora

- platform and Sketch Engine. *Quaderns de Filologia: Estudis Lingüístics*, 24, 21–38.
<https://doi.org/10.7203/QF.24.16297>
- Borja Albi, A., & Martínez-Carrasco, R. (2019). Future-proofing legal translation: a paradigm shift for an exponential era. In I. Simonnæs & M. Kristiansen (Eds.), *Legal Translation: Current Issues and Challenges in Research, Methods and Applications* (pp. 187–206). Frank & Timme.
- Bowker, L. (2019). Fit-for-purpose translation. In M. O’Hagan (Ed.), *The Routledge Handbook of Translation and Technology*. Routledge.
- Bowker, L. (2020). Translation technology and ethics. In K. Koskinen & N. K. Pokorn (Eds.), *The Routledge Handbook of Translation and Ethics* (pp. 262–278). Routledge.
<https://doi.org/10.4324/9781003127970>
- Bowker, L. (2023). *Translation in the age of AI. Navigating choppy waters in the wake of Google Translate and battenning down the hatches in the face of ChatGPT [lecture on 1 March 2023, University of Tartu, Finland]*.
- Bowker, L., & Barlow, M. (2008). A comparative evaluation of bilingual concordancers and translation memories. In El. Yuste Rodrigo (Ed.), *Topics in Language Resources for Translation and Localisation* (pp. 1–22). John Benjamins Publishing Company. <https://doi.org/10.1075/btl.79.02bow>
- Bowker, L., & Buitrago Ciro, J. (2019). *Machine Translation and Global Research: Towards Improved Machine Translation Literacy in the Scholarly Community*. Emerald Publishing.
<https://doi.org/10.1108/978-1-78756-721-420191006>
- Braun, V., Clarke, V., Boulton, E., Davey, L., & McEvoy, C. (2021). The online survey as a qualitative research tool. *International Journal of Social Research Methodology*, 24(6), 641–654.
<https://doi.org/10.1080/13645579.2020.1805550>
- Breeze, R. (2013). Lexical bundles across four legal genres. *International Journal of Corpus Linguistics*, 18(2), 229–253. <https://doi.org/doi.10.1075/ijcl.18.2.03bre>
- Briva-Iglesias, V. (2025). Are AI agents the new machine translation frontier? Challenges and opportunities of single- and multi-agent systems for multilingual digital communication. *Proceedings of Machine Translation Summit XX Volume 1*, 365–377.
file:///C:/Users/asetk/Downloads/MTSummit_2025_volume_1_proceedings.pdf
- Briva-Iglesias, V., Dogru, G., & Cavalheiro Camargo, J. L. (2024). Large language models “ad referendum”: How good are they at machine translation in the legal domain? *MonTI. Monografías de Traducción e Interpretación*, 16 SE-Artículos, 75–107. <https://doi.org/10.6035/MonTI.2024.16.02>
- Briva-Iglesias, V., & O’Brien, S. (2022). The language engineer: A Transversal, Emerging Role for the Automation Age. *Quaderns de Filologia: Estudis Lingüístics*, XXVII, 17–48.
<https://doi.org/10.7203/QF.27.24622>
- Briva-Iglesias, V., O’Brien, S., & Cowan, B. R. (2023). The impact of traditional and interactive post-editing on Machine Translation User Experience, quality, and productivity. *Translation, Cognition & Behavior*, 6(1), 60–86. <https://doi.org/10.1075/tcb.00077.bri>
- Brown, L. (Ed.). (1993). *The New Shorter Oxford English Dictionary on Historical Principles*. Clarendon Press.

- Bundgaard, K., & Christensen, T. P. (2019). Is the concordance feature the new black? A workplace study of translators' interaction with translation resources while post-editing TM and MT matches. *Journal of Specialised Translation*, 31(31), 14–37. http://jostrans.org/issue31/art_bundgaard.pdf%0D
- Byrne, J. (2007). Caveat Translator: Understanding the Legal Consequences of Errors in Professional Translation. *Journal of Specialised Translation*, 7, 2–24. https://www.jostrans.org/issue07/art_byrne.pdf
- Cadwell, P., O'Brien, S., & Teixeira, C. S. C. (2018). Resistance and accommodation factors for the non adoption of machine translation among professional translators.pdf. *Perspectives: Studies in Translation Theory and Practice*, 26(3), 301–321.
- Canavese, P., & Mori, L. (2024). Testing the hypothesis of “translation as a catalyst for plain legislation” on the syntactic level: a comparison of different varieties of legislative Italian. *Comparative Legilinguistics*, 58, 114–150. <https://doi.org/10.14746/cl.2024.58.3>
- Canfora, C., & Ottmann, A. (2018). Of ostriches, pyramids, and Swiss cheese: Risks in safety-critical translations. *Translation Spaces*, 7(2), 167–201. <https://doi.org/10.1075/ts.18002.can>
- Canfora, C., & Ottmann, A. (2020). Risks in neural machine translation. *Translation Spaces*, 9(1), 58–77. <https://doi.org/10.1075/ts.00021.can>
- Canuel, E. T. (2011). Comparing exculpatory clauses under Anglo-American law: testing total legal convergence. In *Boilerplate Clauses, International Commercial Contracts and the Applicable Law* (pp. 80–103).
- Cao, D. (1997). Consideration in Translating English/Chinese Contracts. *Meta*, 42(4), 661–669. <https://doi.org/10.7202/002199ar>
- Cao, D. (2007). *Translating law*. Multilingual Matters.
- Cao, D. (2014). Teaching and learning legal translation. *Semiotica*, 2014. <https://doi.org/10.1515/sem-2014-0022>
- Carl, M. (2023). Empirical translation process research. Past and possible future perspectives. *Translation, Cognition & Behavior*, 6(2), 252–274. <https://doi.org/10.1075/tcb.00088.car>
- Carl, M., & Planas, E. (2020). Advances in interactive translation technology. In E. Angelone, M. Ehrensberger-Dow, & G. Massey (Eds.), *The Bloomsbury Companion to Language Industry Studies* (pp. 361–386). Bloomsbury Academic. <https://doi.org/10.5040/9781350024960.0020>
- Carl, M., & Schaeffer, M. (2019). Outline for a Relevance Theoretical Model of Machine Translation Post-editing. In D. Li, V. L. C. Lei, & Y. He (Eds.), *Researching Cognitive Processes of Translation* (pp. 49–67). Springer Nature. https://doi.org/10.1007/978-981-13-1984-6_3
- Carvalho, L. (2006). *Translating binomial expressions in legal agreements: a corpus-based study [slides for paper at the 2nd European IAFL Conference on Forensic Linguistics / Language and the Law]*. https://comet.ffi.ch.usp.br/sites/comet.ffi.ch.usp.br/files/u30/Apresentacao_carvalho.pdf
- Carvalho, L. (2008). Translating Contracts and Agreements: a Corpus Linguistics Perspective. *Revista Científica*, 3(1), 1–15.
- Castilho, S. (2023). *Context-aware MT evaluation: what have we learned? [Convergence series lecture on*

- 1 Mar. 2023]. <https://www.surrey.ac.uk/news/video-dr-sheila-castilho-context-aware-mt-evaluation-what-have-we-learned>
- Chaffey, P. (1996). Language, Law and Reality. In Z. Rybińska & D. Kierzkowska (Eds.), *On the practice of legal and specialised translation : papers from the International Forum of Legal and Specialised Translation held in Cracow on 7th and 8th September, 1996* (pp. 69–84). The Polish Society of Economic, Legal and Court Translators TEPIŚ.
- Chen-Wishart, M. (2013). Legal Transplant and Undue Influence: Lost in Translation or a Working Misunderstanding. *International and Comparative Law Quarterly*, 62(1), 1–30. <https://doi.org/10.1017/S0020589312000541>
- Chesterman, A. (2001). Proposal for a Hieronymic Oath. *The Translator*, 7(2), 139–154. <https://doi.org/10.1080/13556509.2001.10799097>
- Chesterman, A. (2021). Translator studies. In Y. Gambier & L. van Doorslaer (Eds.), *Handbook of Translation Studies*, vol. 5 (pp. 241–246). John Benjamins Publishing Company.
- Chiknaverova, K. (2018). Analysis and classification of errors when shifting from general English to ESP teaching at University (the case of legal translation). *New Trends and Issues Proceedings on Humanities and Social Sciences*, 5(1), 148–155. <https://doi.org/10.18844/prosoc.v5i1.3397>
- Chodkiewicz-Nalepa, M. (2024). The Evolution of Students' Ability to Identify and Solve Different Types of Translation Problems: Insights From a Longitudinal Process and Product Study. *Lublin Studies in Modern Languages and Literature*, 48(3), 77–88. <https://doi.org/10.17951/lsmll.2024.48.3.77-88>
- Chodkiewicz, M. (2012). The EMT framework of reference for competences applied to translation: perceptions by professional and student translators. *The Journal of Specialised Translation*, 17, 37–54.
- Choduń, A. (2018). Postulat jasności prawa. Plain language czy praca edukacyjna. *Krytyka Prawa*, 10(3), 226–244.
- Choi, S. J., & Gulati, G. M. (2007). Contract as Statute. In O. Ben-Shahar (Ed.), *Boilerplate: The Foundation of Market Contracts* (pp. 145–162). Cambridge University Press.
- Chomsky, N. (1965). *Aspects of the Theory of Syntax*. MIT Press. <https://www.tadkiroatun.id/wp-content/uploads/2020/09/Chomsky-Aspects-of-the-theory-of-syntax.pdf>
- Chromá, M. (2011). Synonymy and Polysemy in Legal Terminology and Their Applications to Bilingual and Bijural Translation. *Research in Language*, 9(1), 31–50. <https://doi.org/10.2478/v10015-011-0004-2>
- Chromá, M. (2014). *Making sense in legal translation*. 2014(201), 121–144. <https://doi.org/10.1515/sem-2014-0018>
- Ciribuco, A. (2020). Translating the village. Translation as part of the everyday lives of asylum seekers in Italy. *Translation Spaces*, 9(2), 179–201. <https://doi.org/10.1075/ts.20002.cir>
- Clerehan, R. (1996). “The Executory Illiteral Contract”: A Cross-cultural Study of Student Notetaking from a Commercial Law Lecture. *Australian Journal of Law and Society*, 12(2), 121–146. <http://www5.austlii.edu.au/au/journals/AUJLawSoc/1996/2.html>
- Colman, A., Segers, W., & Verplaetse, H. (2021). Refining the PIE method (Preselected Items Evaluation)

- in translator training. *Current Trends in Translation Teaching and Learning E*, 8, 236–276.
<https://doi.org/10.51287/cttle20218>
- Cordero-Moss, G. (2011a). Conclusion: the self-sufficient contract, uniformly interpreted on the basis of its own terms: an illusion, but not fully useless. In G. Cordero-Moss (Ed.), *Boilerplate Clauses, International Commercial Contracts and the Applicable Law* (pp. 344–373). Cambridge University Press.
- Cordero-Moss, G. (2011b). Does the use of common law contract models give rise to a tacit choice of law or to a harmonised, transnational interpretation? In G. Cordero-Moss (Ed.), *Boilerplate Clauses, International Commercial Contracts and the Applicable Law* (pp. 37–61). Cambridge University Press.
- Cotelli Kureth, S., Delorme Benites, A., Haller, M., Noghrechi, H., & Steele, E. (2023). “I Looked It Up in DeepL”: Machine Translation and Digital Tools in the Language Classroom. In N. Froeliger, Cl. Larssonneur, & G. Sofo (Eds.), *Human Translation and Natural Language Processing: owards a New Consensus?* (pp. 81–96). 978-88-6969-762-. <https://doi.org/10.14277/978-88-6969-762-3/006>
- Cozma, M., & Dejica-Cartis, D. (2013). A psychological approach to professional translator education. *Procedia - Social and Behavioral Sciences*, 84, 895–899.
<https://doi.org/10.1016/j.sbspro.2013.06.669>
- Creswell, J. W. (2009). *Research Design. Qualitative, Quantitative, and Mixed Methods Approaches* (3rd ed.). SAGE Publications Ltd.
- Curtotti, M., & McCreath, E. C. (2011). A corpus of Australian contract language: description, profiling and analysis. *Proceedings of the 13th International Conference on Artificial Intelligence and Law*, 199–208. <https://doi.org/10.1145/2018358.2018387>
- Cutts, M., & Maher, C. (1983). *Small Print: The Language and Layout of Consumer Contracts*. National Consumer Council.
- da Silva, I. A. L. (2015). On a more robust approach to triangulating retrospective protocols and key logging in translation process research. In A. Ferreira & J. W. Schwieter (Eds.), *Psycholinguistic and Cognitive Inquiries into Translation and Interpreting* (pp. 175–201). John Benjamins Publishing Company. <https://doi.org/10.1075/btl.115.08sil>
- Dai, G., & Liu, S. (2024). Towards Predicting Post-editing Effort with Source Text Readability: An Investigation for English-Chinese Machine Translation. *Journal of Specialised Translation*, 41, 206–229. <https://doi.org/10.26034/cm.jostrans.2024.4723>
- Dam, H. V., & Zethsen, K. K. (2018). Professionals’ Views on the Concepts of their Trade What is (not) translation? In H. V. Dam, M. N. Brøgger, & K. K. Zethsen (Eds.), *Moving Boundaries in Translation Studies* (pp. 200–219). Routledge.
- DataLitMT. (n.d.). *Data Evaluation: Machine Translationese & Post-Editese – Basic Level. How MT integration affects the target texts we produce*.
https://github.com/ITMK/DataLitMT/blob/main/learning_resources/machine_translationese_post-editese/Data_Evaluation_Machine_Translationese_and_Post-Editese_Basic_Paper.pdf
- de Groot, A. M. B. (1997). The cognitive study of translation and interpretation: Three approaches. In J. H. Danks, G. M. Shreve, S. B. Fountain, & M. K. McBeath (Eds.), *Cognitive Processes in Translation and Interpreting* (pp. 25–56). Sage.

- De Leo, D. (1999). Pitfalls in legal translation. *Translation Journal*, 3(2).
<https://translationjournal.net/journal/08legal.htm>
- DePalma, D. A. (2017). *Augmented Translation Powers up Language Services*. Common Sense Advisory Research. <https://csa-research.com/Blogs-Events/Blog/Augmented-Translation-Powers-up-Language-Services>
- DePalma, D. A. (2021). *Augmenting Human Translator Performance*. Common Sense Advisory Research. <https://csa-research.com/Blogs-Events/Blog/Augmenting-Human-Translator-Performance>
- Diani, G. (2021). English and Italian land contracts. A cross-linguistic analysis. In T. Fanego & P. Rodriguez-Puente (Eds.), *Corpus-based Research on Variation in English Legal Discourse* (pp. 25–50). John Benjamins Publishing Company.
- do Carmo, F. (2020). “Time is money” and the value of translation. *Translation Spaces*, 9(1), 35–57.
<https://doi.org/10.1075/ts.00020.car>
- do Carmo, F. (2022). *Debunking a few machine translation myths: from ‘zero-shot translation’ to ‘human parity’ and ‘no language left behind’* [Convergence series lecture on 23 Nov. 2022].
<https://www.youtube.com/watch?v=Qap07fV5lgl>
- do Carmo, F., & Moorkens, J. (2020). Differentiating Editing, Post-Editing and Revision. In M. Koponen, B. Mossop, I. S. Robert, & G. Scocchera (Eds.), *Translation Revision and Post-Editing: Industry Practices and Cognitive Processes* (pp. 35–49). Routledge.
- do Carmo, F., & Moorkens, J. (2023). Translation’s new high-tech clothes. In G. Massey, E. Huertas-Barros, & D. Katan (Eds.), *The Human Translator in the 2020s* (pp. 11–26). Routledge.
- do Carmo, F., Shterionov, D., Moorkens, J., Wagner, J., Hossari, M., Paquin, E., Schmidtke, D., Groves, D., & Way, A. (2021). A review of the state-of-the-art in automatic post-editing. *Machine Translation*, 35(2), 101–143. <https://doi.org/10.1007/s10590-020-09252-y>
- Dobrić Basanež, K. (2015). Investigating “congrams” in the language of contracts and legal agreements. *Fachsprache*, XXXVII, 176–192. <https://doi.org/10.24989/fs.v37i3-4.1289>
- Doczekalska, A. (2013). Comparative law and legal translation in the search for functional equivalents - Separate or intertwined domains. *Comparative Legilinguistics*, 16, 63–75.
- Domagała-Kręcioch, A. (2019). Refleksje wokół szkolnej kultury błędu. *Kultura i Wychowanie*, 15(1), 97–110. https://doi.org/10.25312/2083-2923.15/2019_05adk
- Domagała-Kręcioch, A., & Majerek, B. (2014). Czego (nie) uczy szkoła – refleksje uczniów dorosłych. *E-Mentor*, 1, online. <http://www.e-mentor.edu.pl/mobi/artukul/index/numer/53/id/1080>
- Dragsted, B., & Carl, M. (2013). Towards a classification of translation styles based on eye-tracking and keylogging data. *Journal of Writing Research*, 5(1), 133–158. <https://doi.org/10.17239/jowr-2013.05.01.6>
- Drugan, J., & Megone, C. (2011). Bringing Ethics into Translator Training. *The Interpreter and Translator Trainer*, 5(1), 183–211. <https://doi.org/10.1080/13556509.2011.10798817>
- Dullion, V. (2015). Droit comparé pour traducteurs : de la théorie à la didactique de la traduction juridique. *International Journal for the Semiotics of Law - Revue Internationale de Sémiotique Juridique*, 28(1), 91–106. <https://doi.org/10.1007/s11196-014-9360-2>

Dunne, K. J. (2012). The industrialization of translation: Causes, consequences and challenges. *Translation Spaces*, 1, 143–168. <https://doi.org/10.1075/ts.1.07dun>

Dunne, K. J., & Dunne, E. S. (2011). Mapping terra incognita. Project management in the discipline of translation studies. In K. J. Dunne & E. S. Dunne (Eds.), *Translation and Localization Project Management. The art of the possible* (pp. 1–14). John Benjamins Publishing Company.

Dybiec-Gajer, J. (2013). *Zmierzyć przekład? Z metodologii oceniania w dydaktyce przekładu pisemnego*. TAIWPN Universitas.

Egdom, G.-W. van, & Pluymaekers, M. (2019). Quality According to Language Service Providers. The Case of Post-Edited Machine Translation. In L. Vandevoorde, J. Daems, & B. Defrancq (Eds.), *New Empirical Perspectives on Translation and Interpreting* (1st ed., pp. 139–155). Routledge. <https://doi-org-1gxsabj6505f6.erf.sbb.spk-berlin.de/10.4324/9780429030376-7>

Ehrensberger-Dow, M. (2021). Ergonomics and translation workplaces. In Y. Gambier & L. van Doorslaer (Eds.), *Handbook of Translation Studies: volume 5* (pp. 67–72). John Benjamins Publishing Company.

Ehrensberger-Dow, M., Delorme Benites, A., & Lehr, C. (2023). A new role for translators and trainers: MT literacy consultants. *The Interpreter and Translator Trainer*, 17(3), 393–411. <https://doi.org/10.1080/1750399X.2023.2237328>

Ehrensberger-Dow, M., Hunziker Heeb, A., Jud, P., & Angelone, E. (2017). Insights from translation process research in the workplace. In D. Perrin & U. Kleinberger (Eds.), *Doing Applied Linguistics* (pp. 116–123). Walter de Gruyter. <https://doi.org/10.1515/9783110496604-014>

Ehrensberger-Dow, M., & Massey, G. (2014). Translators and machines: working together. In W. Baur, B. Eichner, S. Kalina, N. Kessler, F. Mayer, & J. Ørsted (Eds.), *Man vs. Machine? : Im Spannungsfeld zwischen Mensch und Maschine, vol. 1* (pp. 199–207). BDÜ Fachverlag.

EMT. (2022). *European Master's in Translation - EMT Competence Framework*. https://commission.europa.eu/system/files/2022-11/emt_competence_fw_2022_en.pdf

EMT Expert Group. (2009). *Competences for professional translators, experts in multilingual and multimedia communication*. https://ec.europa.eu/info/sites/default/files/emt_competences_translators_en.pdf

Engberg, J. (2013). Comparative law for translation: The key to successful mediation between legal systems. In A. Borja Albi & F. Prieto Ramos (Eds.), *Legal Translation in Context. Professional Issues and Prospects* (pp. 9–25). Peter Lang.

Engberg, J. (2017). Developing an Integrative Approach for Accessing Comparative Legal Knowledge for Translation. *Revista de Llengua i Dret, Journal of Language and Law*, 68, 5–18. <https://doi.org/10.2436/rld.i68.2017.3014>

Engberg, J. (2022). Looking for Knowledge in Language for Law. *Comparative Law and Language*, 1(2), 74–86.

Engberg, J. (2023). Frame approach to legal terminology. What may be gained from seeing terminology as manifestation of legal knowledge? In Ł. Biel & H. J. Kockaert (Eds.), *Handbook of Terminology: Volume 3. Legal Terminology* (pp. 16–36). John Benjamins Publishing Company. <https://doi.org/10.1075/hot.3.fra2>

- Engberg, J. (2024). *Using frame semantics to assess the quality of suggested translations in translator training [paper at TIGIM conference, Trieste, Italy, 4 Oct. 2024]*.
- Engberg, J., & Rasmussen, K. W. (2003). Danish Legal Language in International Commercial Arbitration. In V. Bhatia, C. N. Candlin, & M. Gotti (Eds.), *Legal Discourse in Multilingual and Multicultural Contexts. Arbitration Texts in Europe* (pp. 111–154). Peter Lang.
- Englund Dimitrova, B. (2005). *Expertise and Explicitation in the Translation Process* (Issue v. 64). John Benjamins Publishing Company.
- Esteves-Ferreira, J. (2013). Challenges of the Freelance Legal Translator: Lifelong Learning, Ethics and Other Key Professional Issues. In A. Borja Albi & F. Prieto Ramos (Eds.), *Legal Translation in Context: Professional Issues and Prospects* (pp. 75–85). Peter Lang.
- European Commission: Directorate-General for Translation. (2013). *Translation and language learning – The role of translation in the teaching of languages in the European Union – Summary*. Publications Office. <https://doi.org/doi/10.2782/13232>
- European Masters in Translation. (2017). *Competence Framework 2017* (p. 12). https://ec.europa.eu/info/sites/default/files/emt_competence_fw_2017_en_web.pdf
- European Parliament and Council of the European Union. (2008). Recommendations of the European Parliament and of the council of 23 april 2008 on the establishment of the European Qualifications Framework for lifelong learning - (2008/C 111/01). *Official Journal of the European Union, C111*, 1–7. <https://doi.org/10.2766/14352>
- Faber, D., & Lauridsen, K. M. (1991). The compilation of a Danish-English-French corpus in contract law. In S. Johansson & A.-B. Stenström (Eds.), *Selected Papers and Research Guide* (pp. 235–244). De Gruyter Mouton. <https://doi.org/doi:10.1515/9783110865967.235>
- Fantinuoli, C. (2022). *Embracing complexity: challenges for translator and interpreter education in a technology-driven world [keynote at APTIS conference, Leeds, UK, 19 Nov. 2022]*.
- Farnsworth, E. A. (2006). Comparative Contract Law. In M. Reimann & R. Zimmermann (Eds.), *The Oxford Handbook of Comparative Law* (p. 0). Oxford University Press. <https://doi.org/10.1093/oxfordhb/9780199296064.013.0029>
- Farrell, M. (2023). Do translators use machine translation and if so, how? Results of a survey among professional translators. In J. Moorkens & V. Sosoni (Eds.), *Translating and the Computer 44. AsLing. 24-25 November 2022 European Convention Center, Luxembourg. Proceedings* (pp. 49–60). Editions Tradulex. <https://www.tradulex.com/varia/TC44-luxembourg2022.pdf>
- Felsenfeld, C. (1981). The Plain English Movement in the United States. *Canadian Business Law Journal*, 6, 408–421. https://ir.lawnet.fordham.edu/cgi/viewcontent.cgi?article=1475&context=faculty_scholarship
- Ferraresi, A., Aragrande, G., Barrón-Cedeño, A., Bernardini, S., & Miličević Petrović, M. (2021). *Competences, skills and tasks in today's jobs for linguists: Evidence from a corpus of job advertisements. UPSKILLS Intellectual output 1.3*. [https://cris.unibo.it/retrieve/e1dcb339-5af4-7715-e053-1705fe0a6cc9/UPSKILLS_IO1_Task_3 - Corpus analysis of job ads.pdf](https://cris.unibo.it/retrieve/e1dcb339-5af4-7715-e053-1705fe0a6cc9/UPSKILLS_IO1_Task_3_-_Corpus_analysis_of_job_ads.pdf)
- Ferreira, A., Schwieter, J. W., & Gile, D. (2015). The position of psycholinguistic and cognitive science in translation and interpreting: An introduction. In A. Ferreira & J. W. Schwieter (Eds.),

- Psycholinguistic and Cognitive Inquiries into Translation and Interpreting* (pp. 3–15). John Benjamins Publishing Company. <https://doi.org/10.1075/btl.115.01fer>
- Flanagan, M., & Christensen, T. P. (2014). Testing post editing guidelines: how translation trainees interpret them and how to tailor them for translator training purposes. *The Interpreter and Translator Trainer*, 8(2), 257–275. <https://doi.org/http://dx.doi.org/10.1080/1750399X.2014.936111>
- Floros, G. (2011). ‘Ethics-less’ Theories and ‘Ethical’ Practices. *The Interpreter and Translator Trainer*, 5(1), 65–92. <https://doi.org/10.1080/13556509.2011.10798812>
- Freiwald, J., Heilmann, A., Serbina, T., & Neumann, S. (2019). Automatization in Translation Behavior. Evidence From a Translation Experiment for the Language Pair German-English. In L. Vandevoorde, J. Daems, & B. Defrancq (Eds.), *New Empirical Perspectives on Translation and Interpreting* (pp. 179–210). Routledge.
- Fry, D. (2009). Crisis, What Crisis? Industry, What Industry? In J.-M. Vande Walle (Ed.), *International Conference The World in Crisis And the Language Industry? Geneva, 13 & 14 November, 2009* (pp. 1–22). Editions Tradulex. <https://docplayer.fr/1744052-The-world-in-crisis-and-the-language-industry-le-monde-en-crise-et-les-industries-de-la-langue-die-welt-in-der-krise-und-die-sprachenindustrie.html>
- Fulford, H. (2012). The translator’s bookshelf: the role of reading in a freelance translator’s continuing professional development portfolio. *Journal of Specialised Translation*, 17, 271–283.
- Funaki, R., Nagata, Y., Suenga, K., & Mori, S. (2020). A Contract Corpus for Recognizing Rights and Obligations. *Proceedings of the 12th Conference on Language Resources and Evaluation (LREC 2020)*, 2045–2053.
- Gałuska, K., & Sycz, J. (2013). Latin maxims and phrases in the Polish, English and French legal systems - the comparative study. *Studies in Logic, Grammar and Rhetoric*, 34(47), 9–26. <https://doi.org/DOL: 10.2478/slgr-2013-0020>
- Garzone, G. (2000). Legal Translation and Functionalist Approaches: a Contradiction in Terms? *La Traduction Juridique : Histoire, Théorie(s) et Pratique : Colloque International Organisé Par l’Ecole de Traduction et d’interprétation et l’Association Suisse Des Traducteurs, Terminologues et Interprètes, À l’Université de Genève, Les 17, 18 E.* <http://www.tradulex.org/Actes2000/Garzone.pdf>
- Garzone, G. (2003). Arbitration Rules across Legal Cultures: An Intercultural Approach. In V. Bhatia, C. N. Candlin, & M. Gotti (Eds.), *Legal Discourse in Multilingual and Multicultural Contexts. Arbitration Texts in Europe* (pp. 177–220). Peter Lang.
- Gémar, J.-C. (2013). Translating vs Co-Drafting in Multilingual Countries: Beyond the Canadian Odyssey. In A. Borja Albi & F. Prieto Ramos (Eds.), *Legal Translation in Context. Professional Issues and Prospects* (pp. 155–178). Peter Lang.
- Gerding, E. F. (2013). Contract as Pattern Language. *Washington Law Review*, 88(4), 1323–1356.
- Gervais, M.-C., & Séguin, M.-F. (n.d.). *Some thoughts on bijuralism in Canada and the world* (pp. 1–20). Government of Canada, Department of Justice. <https://www.justice.gc.ca/eng/rp-pr/csj-sjc/harmonization/hfl-hlf/b2-f2/bf2.pdf>

- Giampieri, P. (2018). The Web as Corpus and online corpora for legal translations. *Comparative Legilinguistics*, 33, 35–56. <https://doi.org/10.14746/cl.2018.33.2>
- Giampieri, P. (2020). The importance of Internet systematic search for legal translations. *International Journal of Legal Discourse*, 5(1), 83–102. <https://doi.org/10.1515/ijld-2020-2029>
- Giampieri, P. (2021). Can Corpus Consultation Compensate for the Lack of Knowledge in Legal Translation Training? *Comparative Legilinguistics*, 46, 5–35. <https://doi.org/10.2478/cl-2021-0006>
- Giampieri, P. (2022). Translating legal formulae: a corpus-driven approach. *Comparative Legilinguistics*, 52, 293–317. <https://doi.org/10.14746/cl.52.2022.13>
- Giampieri, P. (2023a). Is Machine Translation Reliable in the Legal Field? A Corpus-Based Critical Comparative Analysis for Teaching ESP at Tertiary Level. *ESP Today*, 11(1), 119–137. <https://doi.org/10.18485/esptoday.2023.11.1.6>
- Giampieri, P. (2023b). *Legal Machine Translation Explained: MT in Legal Contexts*. Cambridge Scholars Publishing.
- Giampieri, P. (2024). Key n-Grams in EU Directives and in the UK National Legislation on Consumer Contracts. *International Journal for the Semiotics of Law*, 37, 59–75. <https://doi.org/10.1007/s11196-023-10087-y>
- Giampieri, P., & Milani, G. (2021). Legal corpora: A trial lesson with translators and lawyers. *International Journal of Language Studies*, 15(1), 47–66.
- Giczela-Pastwa, J. (2021). Developing phraseological competence in L2 legal translator trainees: a proposal of a data mining technique applied in translation from an LLD into ELF. *The Interpreter and Translator Trainer*, 15(2), 187–204. <https://doi.org/10.1080/1750399X.2020.1868177>
- Giczela-Pastwa, J., & Biel, Ł. (2021). Kooperatywne uczenie się przekładu - 15 lat działalności Studenckiego Koła Naukowego Przekładu Specjalistycznego LINGUANA. In O. Kubińska, W. Kubiński, & M. Kur (Eds.), *Dydaktyka przekładu. Nauczanie przez projekty* (pp. 79–98). Wydawnictwo Uniwersytetu Gdańskiego.
- Giles, J. (n.d.). *Writing case notes and case comments*. Open University. Retrieved August 23, 2024, from <https://law-school.open.ac.uk/sites/law-school.open.ac.uk/files/files/PILARS-Writing-case-comments.pdf>
- Girard, M.-H., & Peach, N. (2024). “Translating” legal translation training theory into practice: the McGill University experience. *The Interpreter and Translator Trainer*, 18(2), 174–191. <https://doi.org/10.1080/1750399X.2024.2344288>
- Girletti, S., & Lefer, M.-A. (2024). Introducing MTPE pricing in translator training: a concrete proposal for MT instructors. *The Interpreter and Translator Trainer*, 18(1), 1–18. <https://doi.org/10.1080/1750399X.2023.2299914>
- Glaser, R., & Chi, M. T. H. (1988). Overview. In M. T. H. Chi, R. Glaser, & M. J. Farr (Eds.), *The Nature of Expertise* (1 st., pp. xv–xviii). Lawrence Erlbaum Associates.
- Gmerek, K. (2020). Identyfikowanie czynności procesowych dokonywanych w ramach rozprawy sądowej. Rozważania na tle rzeczywistych wypowiedzi nieprofesjonalnych uczestników postępowania. *Archiwum Filozofii Prawa i Filozofii Społecznej*, 1, 21–36.

<https://doi.org/10.36280/AFPiFS.2020.1.21>

- Goddard, C. (2009). Where legal cultures meet: Translating confrontation into coexistence. *Investigationes Linguisticae*, XVII, 168–205.
- Goldstein, T., & Lieberman, J. K. (2016). *The Lawyer's Guide to Writing Well* (3rd ed.). University of California Press.
- González Davies, M. (2004). *Multiple Voices in the Translation Classroom : Activities, Tasks, and Projects* (Issue v. 54). John Benjamins Publishing Company.
- Göpferich, S. (2009a). The translation of instructive texts from a cognitive perspective: novices and professionals compared. In I. M. Mees, S. Göpferich, & F. Alves (Eds.), *New Approaches in Translation Process Research* (pp. 5–55). Samfundslitteratur.
- Göpferich, S. (2009b). Towards a model of translation competence and its acquisition: the longitudinal study TransComp. In S. Göpferich, A. L. Jakobsen, & I. M. Mees (Eds.), *Behind the Mind. Methods, Models and results in translation process research* (pp. 11–38). Samfundslitteratur.
- Gościński, J. (2019). *Egzamin na tłumacza przysięgłego. Angielskie orzeczenia w sprawach karnych*. Wydawnictwo C.H.Beck.
- Gotti, M. (2018). LSP as specialised genres. In J. Humbley, G. Budin, & C. Laurén (Eds.), *Languages for Special Purposes: An International Handbook* (pp. 3–25). De Gruyter Mouton.
- Gough, J. (2019). Translation-oriented research competence. *The Interpreter and Translator Trainer*, 13(2), 342–359. <https://doi.org/10.1080/1750399X.2019.1656404> ARTICLE
- Gough, J. (2024). Individual variations in information behaviour of professional translators: towards a classification of translation-oriented research styles. *Translation Studies*, 17(2), 394–415. <https://doi.org/10.1080/14781700.2023.2231933>
- Goźdz-Roszkowski, S. (2011). *Patterns of linguistic variation in American legal English: a corpus-based study*. Peter Lang.
- Goźdz-Roszkowski, S. (2016). The Role of Generic Competence and Professional Expertise in Legal Translation. The Case of English and Polish Probate Documents. *Studies in Logic, Grammar and Rhetoric*, 45(1), 51–67.
- Goźdz-Roszkowski, S. (2018). Between corpus-based and corpus-driven approaches to textual recurrence. Exploring semantic sequences in judicial discourse. In J. Kopaczyk & J. Tyrkkö (Eds.), *Applications of Pattern-driven Methods in Corpus Linguistics* (pp. 131–158). John Benjamins.
- Goźdz-Roszkowski, S., & Pontrandolfo, G. (2014). Facing the facts: evaluative patterns in English and Italian judicial language. In V. K. Bhatia, G. Garzone, R. Salvi, G. Tessuto, & C. Williams (Eds.), *Language and Law in Professional Discourse: Issues and Perspectives* (pp. 10–28). Cambridge Scholars Publishing.
- Goźdz-Roszkowski, S., & Pontrandolfo, G. (2015). Legal Phraseology Today: Corpus-based Applications Across Legal Languages and Genres. *Fachsprache*, XXXVII(3–4), 130–138.
- Goźdz-Roszkowski, S., & Pontrandolfo, G. (2022). *Law, language and the courtroom: Legal linguistics and the discourse of judges*. Routledge. <https://doi.org/0.4324/9781003153771>

- Granger, S., & Lefer, M.-A. (2020). The Multilingual Student Translation corpus: a resource for translation teaching and research. *Language Resources and Evaluation*, 54(4), 1183–1199. <https://doi.org/10.1007/s10579-020-09485-6>
- Gray, M. (2022). Translation under review: Placing the increased visibility of translation in British reviews into its wider societal context. In M. Kornacki & G. Massey (Eds.), *Contextuality in Translation and Interpreting. Selected Papers from the Łódź-ZHAW Duo Colloquium on Translation* (pp. 227–249). Peter Lang.
- Graziadei, M. (2006). Comparative Law as the Study of Transplants and Receptions. In M. Reimann & R. Zimmermann (Eds.), *The Oxford Handbook of Comparative Law* (p. 0). Oxford University Press. <https://doi.org/10.1093/oxfordhb/9780199296064.013.0014>
- Gruntar Jemol, A. (2019). Emotions in normative legal texts. In I. Simonnæs & M. Kristiansen (Eds.), *Legal Translation: Current Issues and Challenges in Research, Methods and Applications* (pp. 315–332). Frank & Timme.
- Gruszczyński, W., Broda, B., Charzyńska, E., Dębowski, Ł., Hadryan, M., Nitoń, B., & Ogrodniczuk, M. (2015). Measuring readability of Polish texts. In Z. Vetulani, J. Mariani, & M. Kubis (Eds.), *Materiały konferencji LTC 2015 (7th Language & Technology Conference: Human Language Technologies as a Challenge for Computer Science and Linguistics, Poznań, 27-29 listopada 2015)*, (pp. 445–449). Wydawnictwo Poznańskie & Fundacja Uniwersytetu im. A. Mickiewicza.
- Guerberof Arenas, A. (2013). What do professional translators think about post-editing? *Journal of Specialised Translation*, 19, 75–95.
- Guerberof Arenas, A. (2020). Pre-editing and post-editing. In E. Angelone, M. Ehrensberger-Dow, & G. Massey (Eds.), *The Bloomsbury Companion to Language Industry Studies* (pp. 333–360). Bloomsbury Academic. <https://doi.org/10.5040/9781350024960.0019>
- Guerberof Arenas, A., & Asimakoulas, D. (2024). Creative skills development: training translators to write in the era of AI. *HERMES - Journal of Language and Communication in Business*, 63, 227–243. <https://doi.org/10.7146/hjlc.vi63.143078>
- Guerberof Arenas, A., & Moorkens, J. (2019). Machine translation and post-editing training as part of a master's programme. *Journal of Specialised Translation*, 31, 217–238. https://www.jostrans.org/issue31/art_guerberof.php
- Guerreiro, N. M., Alves, D. M., Waldendorf, J., Haddow, B., Birch, A., Colombo, P., & Martins, A. F. T. (2023). Hallucinations in Large Multilingual Translation Models. *Transactions of the Association for Computational Linguistics*, 11, 1500–1517.
- Guggeis, M. (2022). *Producing multilingual legislation: The role of lawyer-linguists at the Council of the EU [paper at TRANSIUS conference, Geneva, Switzerland, 27 Jun. 2022]*.
- Guzmán, D., & Prieto Ramos, F. (2021). Assessing legal terminological variation in institutional translation The case of national court names in the human rights monitoring procedures of the United Nations. *Translation and Translanguaging in Multilingual Contexts*, 7(2), 224–247. <https://doi.org/10.1075/ttmc.00067.guz>
- Hadryan, M. (2009). Achievements of the Plain Swedish Movement from the Polish Perspective. *Comparative Legilinguistics*, 1, 20–33. <https://doi.org/10.14746/cl.2009.01.02>

- Hafner, C. A. (2013). The discursive construction of professional expertise: Appeals to authority in barrister's opinions. *English for Specific Purposes*, 32(3), 131–143. <https://doi.org/10.1016/j.esp.2013.01.003>
- Halberda, J. (2011). Doktryna consideration w angielskim prawie zobowiązań kontraktowych (XVI-XXI w.). *Czasopismo Prawno-Historyczne*, LXIII(2), 261–281.
- Halverson, S. L. (2019). "Default" translation a construct for cognitive translation and interpreting studies. *Translation, Cognition and Behavior*, 2(2), 187–210. <https://doi.org/10.1075/tcb.00023.hal>
- Hansen, G. (2010). Translation "errors." In L. van Doorslaer & Y. Gambier (Eds.), *Handbook of Translation Studies*, vol. 1 (pp. 385–388). John Benjamins Publishing Company. <https://doi.org/10.1075/hts.1>
- Hao, Y., & Pym, A. (2021). Translation skills required by Master's graduates for employment: Which are needed, which are not? *Across Languages and Cultures*, 22(2), 158–175.
- Hao, Y., & Pym, A. (2022). Where do translation students go? A study of the employment and mobility of Master graduates. *The Interpreter and Translator Trainer*, 17, 1–19. <https://doi.org/10.1080/1750399X.2022.2084595>
- Harris, R. L. W., Lee, E., & Green, L. S. (2018). Law is a "Foreign" Language: An Analysis of the Language of Law and the Use of Second-Language Teaching Pedagogy in an Undergraduate Business Law Course. *Journal of Legal Studies in Business*, 21, 76–95.
- Hartig, A. J., & Lu, X. (2014). Plain English and legal writing: Comparing expert and novice writers. *English for Specific Purposes*, 33, 87–96. <https://doi.org/10.1016/j.esp.2013.09.001>
- Harvey, M. (2002). What's so Special about Legal Translation? *Meta*, 47(2), 177–185. <https://doi.org/10.7202/008007ar>
- Harvey, M. (2000). A Beginner's Course in Legal Translation: the Case of Culture-bound Terms. *La Traduction Juridique Histoire Théories et Pratique*, 1–9.
- Hegrenæs, C., Roald, J., Sandvei, B., & Simonnæs, I. (2022). TEACHING SPECIALIZED TRANSLATION: CURRICULUM DESIGN OF AN ONLINE MASTER COURSE IN LEGAL TRANSLATION. *Current Trends in Translation Teaching and Learning E*, 9, 258–289. <https://doi.org/10.51287/cttl20228>
- Hejwowski, K. (2004). *Translation: A Cognitive-Communicative Approach*. Wszechnica Mazurska.
- Hejwowski, K. (2016). Czy tłumaczowi potrzebna jest teoria? In M. Czyżewska & A. Matulewska (Eds.), *Przyszłość zawodu tłumacza przysięgłego i specjalistycznego - współczesne wyzwania* (pp. 393–398). Polskie Towarzystwo Tłumaczy Przysięgłych i Specjalistycznych TEPIS.
- Hunnect. (2021). *Hunnect.com*. The State of Machine Translation among Hungarian Translators. <https://hunnect.com/state-of-machine-translation-among-hungarian-translators/>
- Hurtado Albir, A. (2015). The acquisition of translation competence. Competences, tasks, and assessment in translator training. *Meta (Canada)*, 60(2), 256–280. <https://doi.org/10.7202/1032857ar>
- Hurtado Albir, A. (2017). *Researching Translation Competence by PACTE Group* (Issue Vol. 127). John Benjamins Publishing Company.
- Husa, J. (2017). Translating Legal Language and Comparative Law. *International Journal for the Semiotics*

- of Law*, 30(2), 261–272. <https://doi.org/10.1007/s1196-016-9490-9>
- Iluk, Ł. (2016). Louisiana Civil Code jako pomoc w ustalaniu i weryfikacji ekwiwalencji terminologicznych dla celów translacyjnych i leksykograficznych. *Comparative Legilinguistics*, 25, 41–59. <https://doi.org/10.14746/cl.2016.25.03>
- Iluk, Ł., & Iluk, J. (2022). Self-protective approaches to the translation of monolingual normative acts and their result. *ASEJ Scientific Journal of Bielsko-Biala School of Finance and Law*, 26(1), 51–55. <https://doi.org/10.19192/wsfp.sj1.2022.7>
- ISO. (2023). *ISO 24495-1:2023(en) Plain language — Part 1: Governing principles and guidelines* (p. 14). International Organisation for Standardisation. <https://www.iso.org/obp/ui/en/#iso:std:iso:24495:-1:ed-1:v1:en>
- ISO 20771:2020(en), *Legal translation - requirements* (p. 25). (2020). International Organisation for Standardisation. <https://www.iso.org/obp/ui/en/#iso:std:iso:20771:ed-1:v1:en>
- Jacob, G., Schaeffer, M. J., Oster, K., & Hansen-Schirra, S. (2024). The psycholinguistics of shining-through effects in translation: cross-linguistic structural priming or serial lexical co-activation? *Applied Psycholinguistics*, 45(3), 542–566. <https://doi.org/10.1017/S0142716424000183>
- Jadacka, H. (2006). *Poradnik językowy dla prawników* (2nd ed.). Wydawnictwo Naukowe Semper.
- Jakobson, R. (2012). On Linguistic Aspects of Translation. In *Word and Language* (pp. 260–266). <https://doi.org/10.1515/9783110873269.260>
- Jemielniak, J. (2002). Just interpretation: the status of legal reasoning in the continental legal tradition. *International Journal for the Semiotics of Law*, 15(4), 325–336.
- Jopek-Bosiacka, A. (2010). *Przekład prawny i sądowy*. Wydawnictwo Naukowe PWN.
- Jopek-Bosiacka, A. (2013). Comparative law and equivalence assessment of system-bound terms in EU legal translation. *Linguistica Antverpiensia, New Series – Themes in Translation Studies*, 110–146.
- Jopek-Bosiacka, A. (2021). *Przekład prawny i sądowy* (2nd ed.). Wydawnictwo Naukowe PWN.
- Jopek-Bosiacka, A. (2023). Definitions in law across legal cultures and jurisdictions. In Ł. Biel & H. Kockaert (Eds.), *Handbook of Terminology: Volume 3. Legal Terminology* (pp. 37–71). John Benjamins Publishing Company. <https://doi.org/10.1075/hot.3.def1>
- Kahan, M., & Klausner, Mi. (1997). Standardization and Innovation in Corporate Contracting (Or “The Economics of Boilerplate”). *Virginia Law Review*, 83(4), 713–770. <https://www.jstor.org/stable/1073747>
- Kappus, M., & Ehrensberger-Dow, M. (2020). The ergonomics of translation tools: understanding when less is actually more. *The Interpreter and Translator Trainer*, 14(4), 386–404. <https://doi.org/10.1080/1750399X.2020.1839998>
- Kelly, D. (2005). *A Handbook for Translator Trainers*. St. Jerome Publishing.
- Kiejnich-Kruk, K. (2024). Lost in translation: Implementation of the right to a translator through the use of machine translators in the light of EU and Polish Law. *Ruch Prawniczy, Ekonomiczny i Socjologiczny*, 86(1), 61–81. <https://doi.org/10.14746/rpeis.2024.86.1.04>
- Kielar, B. Z. (2008). Zderzenie kulturowe w tłumaczeniu na język angielski Konstytucji Rzeczypospolitej

- Polskiej z 1997 roku. In Ł. Karpiński (Ed.), *Języki Specjalistyczne 8. Kulturowy i leksykograficzny obraz tekstów specjalistycznych* (pp. 16–30). Katedra Języków Specjalistycznych UW.
- Kielar, B. Z., & Lewandowska, E. (1999). Towards Better Communication: Cultural and Terminological Aspects of Polish Translations of English Texts Relating to Copyright Law. In J. Tomaszczyk (Ed.), *Aspects of Legal Language and Legal Translation* (pp. 171–182). Łódź University Press.
- Kielar, B. Z., & Miler, J. (1993). Through the looking glass of translation - The verb phrases of the statutory clauses in “Kodeks handlowy” and their English renditions. In J. Miler (Ed.), *International Forum of Legal Translation 1992. Proceedings* (pp. 41–53). Wydawnictwo TEPIS.
- Kierzkowska, D. M. (2002). *Tłumaczenie prawnicze*. Wydawnictwo TEPIS Polskiego Towarzystwa Tłumaczy Ekonomicznych, Prawniczych i Sądowych.
- Kierzkowska, D. M. (2020). *Alchemia zawodu tłumacza*. Wydawnictwo Translegis.
- Kierzkowska, D. M. (2000). Praktyczne kształcenie tłumaczy prawniczych i sądowych. In A. Setkowicz (Ed.), *O nauczaniu przekładu* (pp. 131–135). Wydawnictwo TEPIS.
- Killman, J. (2023). Machine translation and legal terminology. Data-driven approaches to contextual accuracy. In Ł. Biel & H. J. Kockaert (Eds.), *Handbook of Terminology: Volume 3. Legal Terminology* (pp. 485–510). John Benjamins Publishing Company. <https://doi.org/10.1075/hot.3.mac2>
- Killman, J. (2024). Machine translation literacy in the legal translation context: a SWOT analysis perspective. *The Interpreter and Translator Trainer*, 18(2), 271–289. <https://doi.org/10.1080/1750399X.2024.2344282>
- Killman, J., & Rodríguez-Castro, M. (2022). Post-editing vs. translating in the legal context: Quality and time effects from English to Spanish. *Revista de Llengua i Dret, Journal of Language and Law*, 78, 56–72. <https://doi.org/10.2436/rld.i78.2022.3831>
- Kimble, J. (1995). Answering the Critics of Plain Language. *The Scribes Journal of Legal Writing*, 5, 51–85.
- Kimble, J. (2006). *Lifting the Fog of Legalese. Essays on Plain Language*. Carolina Academic Press.
- Kimble, J. (2016). A Curious Criticism of Plain Language. *Legal Communications and Rhetoric: JALWD*, 13, 181–192.
- Kiraly, D. (2000). *A Social Constructivist Approach to Translator Education: Empowerment from Theory to Practice*. Publishing, St. Jerome.
- Kiraly, D. C. (1995). *Pathways to translation: pedagogy and process*. Kent State University Press.
- Kiraly, D., & Hofman, S. (2016). Towards a Postpositivist Curriculum Development Model. In D. et al. Kiraly (Ed.), *Towards Authentic Experiential Learning in Translator Education* (pp. 67–87). Mainz University Press.
- Kischel, U. (2019). *Comparative Law*. Oxford University Press. <https://doi.org/10.1093/oso/9780198791355.001.0001>
- Kjær, A. L. (2007). Phrasemes in legal texts. In H. Burger, D. Dobrovol'skij, P. Kühn, & N. R. Norrick (Eds.), *Ein internationales Handbuch der zeitgenössischen Forschung / An International Handbook of Contemporary Research* (pp. 506–516). Walter de Gruyter.
- Kjær, A. L. (2015). Theoretical Aspects of Legal Translation in the EU. In S. Šarčević (Ed.), *Language and*

Culture in EU Law. Multidisciplinary Perspectives (pp. 91–108). Routledge.

- Klabal, O. (2024). Step-by-step approach to teaching legal translation: the case of understanding English legal texts. *The Interpreter and Translator Trainer*, 18(2), 212–229. <https://doi.org/10.1080/1750399X.2024.2345559>
- Klimkowski, K. (2008). Pojęcie “otwartej” kompetencji tłumaczeniowej w kształceniu tłumaczy. In Ł. Karpiński (Ed.), *Języki Specjalistyczne 8. Kulturowy i leksykograficzny obraz tekstów specjalistycznych* (pp. 69–82). Katedra Języków Specjalistycznych UW.
- Klimkowski, K. (2016). *Towards a Shared Curriculum in Translator and Interpreter Education, Language in Contact Vol 3*. Wydawnictwo Wyższej Szkoły Filologicznej we Wrocławiu.
- Klimkowski, K. (2019). Assessment as a Communicative Activity in the Translation Classroom. *InTRAlinea*.
- Koby, G. S., Hague, D. R., Lommel, A., & Melby, A. K. (2014). Defining Translation Quality. *Revista Tradumàtica: Tecnologies de La Traducció*, 12, 413–420. <https://revistes.uab.cat/tradumatica/article/view/n12-koby-fields-hague-et-al>
- Konttinen, K., Salmi, L., & Koponen, M. (2020). Revision and Post-Editing Competences in Translator Education. In M. Koponen, B. Mossop, I. S. Robert, & G. Scocchera (Eds.), *Translation Revision and Post-editing: Industry Practices and Cognitive Processes* (pp. 187–202). Routledge. <https://doi.org/10.4324/9781003096962>
- Kopaczyńska-Pieczniak, K. (2016). Zasada uczciwości kupieckiej jako zasada prawa handlowego. *Studia Iuridica Lublinensia*, XXV(1), 161–179. <https://doi.org/10.17951/sil.2016.25.1.161>
- Koponen, M. (2022). *What is post-editing, anyway? The evolving processes of translators and machine translation [CRITT Translation Colloquium lecture on 21 Oct. 2022]*. <https://www.youtube.com/watch?v=2WcOjYJw5v8>
- Koponen, M. (2025). *Translation in the age of AI: Re-assessing questions of revision and post-editing [keynote at TRANSIUS conference, Geneva, Switzerland, 8 Jul. 2025]*.
- Korpala, P. (2021). Stress experienced by Polish sworn translators and interpreters. *Perspectives: Studies in Translation Theory and Practice*, 29(4), 554–571. <https://doi.org/10.1080/0907676X.2021.1889004>
- Kościalkowska-Okońska, E. (2014). Legal translation training in Poland: The profession’s status, expectations, reality and progress towards (prospective) expertise? *Comparative Legilinguistics*, 18, 63–74. <https://doi.org/10.14746/cl.2014.18.4>
- Kościalkowska-Okońska, E. (2016). Directives and the Sworn Translator: The Terminological Challenge of the MDD 93/42/EEC. *Comparative Legilinguistics*, 20, 67–80. <https://doi.org/10.14746/cl.2014.20.05>
- Kötz, H. (2019). Comparative Contract Law. In M. Reimann & R. Zimmermann (Eds.), *The Oxford Handbook of Comparative Law* (p. 0). Oxford University Press. <https://doi.org/10.1093/oxfordhb/9780198810230.013.29>
- Kotze, H. (2019). Converging What and How to Find Out Why. An Outlook on Empirical Translation Studies. In L. Vandevorde, J. Daems, & B. Defrancq (Eds.), *New Empirical Perspectives on Translation and Interpreting* (pp. 333–371). Routledge.

- Kotze, H. (2022). Translation as constrained communication. Principles, concepts and methods. In S. Granger & M.-A. Lefer (Eds.), *Extending the Scope of Corpus-Based Translation Studies* (pp. 67–97). Bloomsbury Academic.
- Kotze, H. (2024). Concepts of translators and translation in online social media: construal and contestation. *Translation Studies*, 1–25. <https://doi.org/10.1080/14781700.2023.2282581>
- Koźbiał, D. (2021). Epistemic modality: a corpus-based analysis of epistemic markers in EU and Polish judgments. *Comparative Legilinguistics*, 41(1), 39–70.
- Koźbiał, D. (2024). *Status prawny zawodu tłumacza przysięgłego*. C.H. Beck.
- Kozłowska, Z., & Szczęsny, A. (2020). *Tłumaczenie pisemne na język polski. Kompendium*. PWN.
- Krajcso, Z. (2018). Translators' competence profiles versus market demand. *Babel*, 64(5–6), 692–709. <https://doi.org/10.1075/babel.00059.kra>
- Król, M. Z. (2019). O paradygmacie normatywnym tłumaczenia przysięgłego w dziedzinie prawa. *Konińskie Studia Językowe*, 7(3), 279–298. <https://doi.org/0.30438/ksj.2019.7.3.2>
- Kruger, J.-L. (2021). Eye tracking. In I. Gambier & L. van Doorslaer (Eds.), *Handbook of Translation Studies*, vol. 5 (pp. 79–85). John Benjamins Publishing Company.
- Krüger, R. (2020). Explicitation in Neural Machine Translation. *Across Languages and Cultures*, 21(2), 195–216. <https://doi.org/10.1556/084.2020.00012>
- Krüger, R. (2022). Contextual Meaning in Neural Machine Translation. In M. Kornacki & G. Massey (Eds.), *Contextuality in Translation and Interpreting. Selected Papers from the Łódź-ZHAW Duo Colloquium on Translation* (pp. 179–202). Peter Lang.
- Kumpulainen, M. (2015). On the operationalisation of 'pauses' in translation process research. *The International Journal for Translation & Interpreting Research*, 7(1), 47–58. <https://doi.org/ti.106201.2015.a04>
- Künzli, A. (2007). Translation Revision. A study of the performance of ten professional translators revising a legal text. In R. Stolze, M. Shlesinger, & Y. Gambier (Eds.), *Doubts and Directions in Translation Studies: Selected Contributions From the EST Congress, Lisbon 2004* (pp. 115–126). John Benjamins Publishing Company.
- Kurek, H. (2015). Język prawny i prawniczy na przełomie wieków (perspektywy badawcze i zagrożenia). *Zagadnienia Naukoznawstwa*, 3 (205), 303–310.
- Kurz, C. (2019). *Customer relations: getting it right for each client [panel discussion at Translating Europe Forum 2019, Brussels, Belgium]*. <https://www.youtube.com/watch?v=T9IE2xJOiTc>
- Kurzon, D. (1997). 'Legal language': varieties, genres, registers, discourses. *International Journal of Applied Linguistics*, 7(2), 119–139. <https://doi.org/10.1111/j.1473-4192.1997.tb00111.x>
- Kusik, P. (2024). Legal transplants and legal translation: a case study of the borrowing of the U.S. limited liability partnership into the Polish legal system. *Perspectives*, 1–16. <https://doi.org/10.1080/0907676X.2024.2331189>
- Lacruz, I. (2017). An experimental investigation of stages in post-editing. In I. Lacruz & R. Jääskeläinen (Eds.), *Innovation and Expansion in Translation Process Research* (pp. 217–240). John Benjamins.

- Lafeber, A. (2012a). *Translation at inter-governmental organizations: The set of skills and knowledge required and the implications for recruitment testing* (p. 311).
- Lafeber, A. (2012b). Translation Skills and Knowledge – Preliminary Findings of a Survey of Translators and Revisers Working at Inter-governmental Organizations. *Meta*, 57(1), 108–131.
<https://doi.org/10.7202/1012744ar>
- Lafeber, A. (2022). *The skills and knowledge required for institutional translation: Changes and implications [keynote at TRANSIUS conference, Geneva, Switzerland, 27 Jun. 2022]*.
- Lafeber, A. (2023). Skills and knowledge required of translators in institutional settings. In T. Svoboda, Ł. Biel, & V. Sosoni (Eds.), *Institutional Translator Training* (pp. 30–48). Routledge.
<https://doi.org/10.4324/9781003225249>
- Lambert, E. (2019). *Defend, Indemnify and Hold Harmless: What They Mean and How To Use Them*.
<https://www.linkedin.com/pulse/defend-indemnify-hold-harmless-what-mean-how-use-them-eric-lambert/>
- Lambert, J. (2018). How ethical are codes of ethics? Using illusions of neutrality to sell translations. *The Journal of Specialised Translation*, 30, 269–290. https://www.jostrans.org/issue30/art_lambert.pdf
- Lambert, J. (2020). Professional translator ethics. In K. Koskinen & N. K. Pokorn (Eds.), *The Routledge Handbook of Translation and Ethics* (pp. 165–179). Routledge.
<https://doi.org/10.4324/9781003127970-14>
- Lanstyák, I., & Heltai, P. (2012). Universals in language contact and translation. *Across Languages and Cultures*, 13, 99–121. <https://doi.org/10.1556/Acr.13.2012.1.6>
- Läubli, S., & Orrego-Carmona, D. (2017). When Google Translate is better than Some Human Colleagues , those People are no longer Colleagues. In J. Esteves-Ferreira, J. Macan, R. Mitkov, & O.-M. Stefanov (Eds.), *Proceedings of the 39th Conference Translation and the Computer. AsLing. 16-17 November 2017 One Birdcage Walk, London* (pp. 59–69). Editions Tradulex. <https://doi.org/10.5167/uzh-147260%0A>
- Läubli, S., Sennrich, R., & Volk, M. (2018). Has Machine Translation Achieved Human Parity? A Case for Document-level Evaluation. In E. Riloff, D. Chiang, J. Hockenmaier, & J. Tsuiji (Eds.), *Proceedings of the 2018 Conference on Empirical Methods in Natural Language Processing* (pp. 4791–4796). Association for Computational Linguistics. <https://doi.org/10.18653/v1/D18-1512>
- Lederer, M. (2003). *Translation. The Interpretive Model*. St. Jerome Publishing.
- Leijten, M., & Van Waes, L. (2013). Keystroke Logging in Writing Research: Using Inputlog to Analyze and Visualize Writing Processes. *Written Communication*, 30(3), 358–392.
<https://doi.org/10.1177/0741088313491692>
- Lesznyiák, M., & Balogh, D. (2019). Comparative Analysis of Translations Prepared by Students with and Without Legal Qualifications. *Comparative Legilinguistics*, 37, 85–115.
<https://doi.org/10.14746/cl.2019.37.3>
- Lesznyiák, M., & Balogh, D. (2022). *Cooperation between legal professionals and translation MA students within translator training [paper at TRANSIUS conference, Geneva, Switzerland, 27 Jun. 2022,]*.
- Łętowska, E. (2005). Dlaczego i po co pisze się glosy, czyli dwanaście uwag dla debiutujących autorów

komentarzy do orzeczeń sądowych - forum. *Monitor Prawniczy*, 11.

- Liber-Kwiecińska, K. (2022). Lingwicyzm, gramatyczny nazizm i ortoterroryzm w sieci – komentowanie błędów językowych w dyskusjach internetowych. *Język Polski*, CII(3), 108–128.
<https://doi.org/10.31286/JP.01025>
- Lindholm, C., & Vanhatalo, U. (Eds.). (2021). *Handbook of Easy Languages in Europe*. Frank & Timme.
<https://doi.org/10.26530/20.500.12657/52628>
- Lindroos-Hovinheimo, S. (2007). On the Indeterminacy of Legal Translation. In T. Wilhelmsson, E. Paunio, & A. Pohjolainen (Eds.), *Private Law and the Many Cultures of Europe* (pp. 367–383). Kluwer Law International.
- Liske, C. (2023). The plain English movement in legal writing and its (dis)advantages for non-native speakers of English. Theoretical background and survey results. *Lingue e Linguaggi*, 31, 7–31.
<https://lingualegis.ils.uw.edu.pl/index.php/lingualegis/article/view/79/243-1>
- Loddo, O. G., Addis, A., & Lorini, G. (2022). Intersemiotic translation of contracts into digital environments. *Frontiers in Artificial Intelligence*, 5:963692.
<https://doi.org/10.3389/frai.2022.963692>
- Lommel, A. (2018). Metrics for Translation Quality Assessment: A Case for Standardising Error Typologies. In J. Moorkens, S. Castilho, F. Gaspari, & S. Doherty (Eds.), *Translation Quality Assessment. From Principles to Practice* (pp. 109–127). Springer.
- Lopes, A., Farajian, M. A., Bawden, R., Zhang, M., & Martins, A. F. T. (2020). Document-level Neural {MT}: A Systematic Comparison. In A. Martins, H. Moniz, S. Fumega, B. Martins, F. Batista, L. Coheur, C. Parra, I. Trancoso, M. Turchi, A. Bisazza, J. Moorkens, A. Guerberof, M. Nurminen, L. Marg, & M. L. Forcada (Eds.), *Proceedings of the 22nd Annual Conference of the European Association for Machine Translation* (pp. 225–234). European Association for Machine Translation.
<https://aclanthology.org/2020.eamt-1.24>
- Lörscher, W. (2016). Translation Process Analysis Revisited. Thirty years of research into translation processes. In Ł. Bogucki, B. Lewandowska-Tomaszczyk, & M. Thelen (Eds.), *Translation and Meaning. New Series, Vol. 2, Pt. 1* (pp. 11–28). Peter Lang.
<https://doi.org/10.3726/978-3-653-05892-5>
- Macken, L., Prou, D., & Tezcan, A. (2020). Quantifying the Effect of Machine Translation in a High-Quality Human Translation Production Process. *Informatics*, 7(2: 12).
<https://doi.org/10.3390/informatics7020012>
- Magnus, U. (2011). The Germanic tradition: application of boilerplate clauses under German law. In G. Cordero-Moss (Ed.), *Boilerplate Clauses, International Commercial Contracts and the Applicable Law* (pp. 179–209). Cambridge University Press.
- Malmkjaer, K. (2009). What is translation competence? *Revue Française de Linguistique Appliquée*, XIV(1), 121–134. <https://doi.org/10.1080/07374836.2012.703119>
- Mamet, P. (2008). Czy język specjalistyczny musi być trudny? Próba adaptacji założeń Plain English Campaign do tekstów w języku polskim. In Ł. Karpiński (Ed.), *Języki Specjalistyczne 8. Kulturowy i leksykograficzny obraz języków specjalistycznych* (pp. 49–62). Katedra Języków Specjalistycznych Uniwersytetu Warszawskiego.

- Marais, K. (2021). 'Eleven different names, one practice': towards a phenomenology of translation. *Perspectives: Studies in Translation Theory and Practice*, 29(3), 311–325. <https://doi.org/10.1080/0907676X.2020.1726419>
- Marín-Lacarta, M., & Vargas-Urpi, M. (2019). Translators revising translators: a fruitful alliance. *Perspectives: Studies in Translation Theory and Practice*, 27(3), 404–418. <https://doi.org/10.1080/0907676X.2018.1533569>
- Marín Pérez, M. (2017). Legalese as seen through the lens of corpus linguistics: an introduction to software tools for terminological analysis. *International Journal of Language & Law (JLL)*, 6(August), 18–45. <https://doi.org/10.14762/jll.2017.018>
- Martín Ruano, M. R. (2015). (Trans)formative theorising in legal translation and/or interpreting: a critical approach to deontological principles. *The Interpreter and Translator Trainer*, 9(2), 141–155. <https://doi.org/10.1080/1750399X.2015.1051767>
- Martín Ruano, M. R. (2023). Approaching law in superdiverse, global societies: The challenges of and for legal translation in plural legal orders. *The International Journal for Translation & Interpreting Research*, 15(2), 60–76. <https://doi.org/10.12807/ti.115202.2023.a04>
- Martínez-Gómez, A., & Jay, J. (2014). Criminals interpreting for criminals: breaking or shaping norms? *Journal of Specialised Translation*, 22, 174–193. https://jostrans.soap2.ch/issue22/art_martinez.pdf
- Martínez, E., Mollica, F., & Gibson, E. (2022). Poor writing, not specialized concepts, drives processing difficulty in legal language. *Cognition*, 224(September 2021), 105070. <https://doi.org/10.1016/j.cognition.2022.105070>
- Massardo, I., van der Meer, J., O'Brien, S., Hollowood, F., Aranberri, N., & Drescher, K. (2016). *MT Post-Editing Guidelines* (p. 41). TAUS Signature Editions. <https://github.com/ygraham/direct-assessment/blob/master/post-editing-guidelines>
- Massey, G., & Ehrensberger-Dow, M. (2014). Looking beyond text: the usefulness of translation process data. In D. Knorr, C. Heine, & J. Engberg (Eds.), *Methods in Writing Process Research* (pp. 81–98). Peter Lang. <https://doi.org/10.3726/978-3-653-02367-1>
- Massey, G., & Ehrensberger-Dow, M. (2021). *Changing (inter)face of professional translation*.
- Massey, G., Huertas-Barros, E., & Katan, D. (2023). Introduction. In G. Massey, E. Huertas-Barros, & D. Katan (Eds.), *The Human Translator in the 2020s* (pp. 1–10). Routledge.
- Massey, G., & Kiraly, D. (2021). The Dreyfus Model as a Cornerstone of an Emergentist Approach to Translator Expertise Development. In E. M. Silva Mangiante & K. Peno (Eds.), *Teaching and Learning for Adult Skill Acquisition: Applying the Dreyfus and Dreyfus Model in Different Fields* (pp. 237–266). Information Age Publishing.
- Mastela, O. (2022). Zaangażowana dydaktyka akademicka i jej wpływ na jakość kształcenia tłumaczy. In J. M. Bugaj & M. Budzanowska-Drzewiecka (Eds.), *Jakość kształcenia akademickiego* (pp. 181–198). Wydawnictwo Uniwersytetu Jagiellońskiego.
- Mastela, O. (2023). A Holistic, Interdisciplinary and Socially Engaged Approach to Translator Education. *Między Oryginałem a Przekładem*, 29(4/62), 25–51. <https://doi.org/10.12797/MOaP.29.2023.62.02>

- Mattila, H. (2013). *Comparative Legal Linguistics: Language of Law, Latin and Modern Lingua Francas* (1st.). Ashgate.
- Mattila, H. (2018). Legal language. In J. Humbley, G. Budin, & C. Laurén (Eds.), *Languages for Special Purposes: An International Handbook* (pp. 113–150). Walter de Gruyter.
- Matulewska, A. (2008). Umowa najmu w aspekcie translatologicznym polsko-angielskim. *Język, Komunikacja, Informacja*, 3, 65–77.
- Matulewska, A. (2009). Methods of expressing deontic modality in English and Polish statutory instruments in the aspect of translation. *Comparative Legilinguistics*, 1(1), 133–145. <https://doi.org/10.14746/cl.2009.01.10>
- Matulewska, A. (2010). Deontic modality and modals in the language of contracts. *Comparative Legilinguistics*, 2, 75–92. <https://doi.org/10.14746/cl.2010.2.07>
- Matulewska, A. (2016). Walking on thin ice of translation of terminology in legal settings. *International Journal of Legal Discourse*, 1(1), 65–85. <https://doi.org/10.1515/ijld-2016-0001>
- Matulewska, A. (2017). *Contrastive Parametric Study of Legal Terminology in Polish and English*. Wydawnictwo Naukowe CONTACT. <https://doi.org/978-83-65287-55-7>
- Matulewska, A. (2007). Brief History of Polish Legal Language. In T. M. Turell, M. Spassova, & J. Cicres (Eds.), *Proceedings of the Second European IAFL Conference on Forensic Linguistics / Language and the Law* (pp. 187–195). Institut Universitari de Lingüística Aplicada, Universitat Pompeu Fabra.
- Matulewska, A., & Nowak, P. (2006). Translation Errors and Mistakes in Polish Language Versions of EU Legal Texts. *Język. Komunikacja. Informacja*, 1, 31–39. <http://hdl.handle.net/10593/4715>
- Mayoral Asensio, R. (2003). *Translating Official Documents*. St. Jerome Publishing.
- Maziarz, J. (2021). Archaizmy języka prawniczego. *Studia Iuridica*, 89, 216–238. <https://doi.org/10.31338/2544-3135.si.2022-89.11>
- Meladaki, M. (2022). *Terminological and legal implications of translating international conventions: The example of the Oviedo Convention [paper at TRANSIUS conference, Geneva, Switzerland, 28 Jun. 2022]*.
- Melby, A. K. (2025). *Standardized labels on translation output [presentation for roundtable “The role of international standards and institutional guidelines in translation quality assurance”, TRANSIUS conference, 8 Jul. 2025]*.
- Melby, A. K., & Hague, D. R. (2019). A singular(ity) preoccupation. Helping translation students become language-services advisors in the age of machine translation. In D. B. Sawyer, F. Austermühl, & V. Enríquez Raído (Eds.), *The Evolving Curriculum in Interpreter and Translator Education: Stakeholder Perspectives and Voices* (pp. 205–228). John Benjamins Publishing Company.
- Melby, A. K., & Kurz, C. (2021). *Data: Of Course! MT: Useful or Risky. Translators: Here to Stay!* Multilingual. <https://multilingual.com/issues/november-december-2021/data-of-course-mt-useful-or-risky-translators-here-to-stay/>
- Mellinger, C. (2017). Translators and machine translation: knowledge and skills gaps in translator pedagogy. *The Interpreter and Translator Trainer*, 11(4), 280–293. <https://doi.org/10.1080/1750399X.2017.1359760>

- Mellinger, C. D. (2015). On the applicability of Internet-mediated research methods to investigate translators' cognitive behaviour. *The International Journal for Translation & Interpreting Research*, 7(1), 59–71.
- Mellinger, C. D. (2018). Problem-based Learning in Computer-assisted Translation Pedagogy. *HERMES - Journal of Language and Communication in Business*, 57, 195–208. <https://doi.org/10.7146/hjlc.v0i57.106205>
- Mellinger, C. D., & Hanson, T. (2017). *Quantitative Research Methods in Translation and Interpreting Studies*. Routledge.
- Mellinger, C. D., & Hanson, T. A. (2022). Considerations of ecological validity in cognitive translation and interpreting studies. *Translation, Cognition & Behavior*, 5(1), 1–26. <https://doi.org/10.1075/tcb.00061.mel>
- Menyhárd, A. (2007). Contract Law in a Changing Society - Hungarian Experiences. In T. Wilhelmsson, E. Paunio, & A. Pohjolainen (Eds.), *Private Law and the Many Cultures of Europe* (pp. 105–121). Kluwer Law International.
- Michałowska, K. (2022). Ochrona prawa do nienaruszalności mieszkania – zagadnienia wybrane. In E. Badura & A. Kaźmierczyk (Eds.), *Najem lokali. Teraźniejszość i perspektywy* (pp. 3–11). Wydawnictwo C.H.Beck.
- Michta, T., & Mroczynska, K. (2022). *Towards a Dictionary of Legal English Collocations*. Wydawnictwo Naukowe Uniwersytetu Przyrodniczo-Humanistycznego w Siedlcach.
- Monjean-Decaudin, S., & Popineau-Lauvray, J. (2019). How to apply comparative law to legal translation. A new juritraductological approach to the translation of legal texts. In Ł. Biel, J. Engberg, M. R. Martín Ruano, & V. Sosoni (Eds.), *Research Methods in Legal Translation and Interpreting: Crossing Methodological Boundaries* (pp. 115–129). Routledge.
- Moorkens, J. (2020). “A tiny cog in a large machine”: Digital Taylorism in the Translation Industry. *Translation Spaces*, 9(1), 12–34. <https://doi.org/10.1075/ts.00019.moo>
- Moorkens, J., Castilho, S., Gaspari, F., & Doherty, S. (Eds.). (2018). *Translation Quality Assessment. From Principles to Practice*. Springer. <https://doi.org/10.1007/978-3-319-91241-7>
- Moorkens, J., & Way, A. (2016). Comparing Translator Acceptability of TM and SMT Outputs. *Baltic Journal of Modern Computing*, 4(2), 141–151.
- Mossop, B. (2020). *Revising and Editing for Translators*. Routledge.
- Mossop, B. (2024). Do machines and humans translate in the same sense? *Translation Spaces*. <https://doi.org/10.1075/ts.23016.mos>
- Mossop, B., & Riondel, A. (2025). *Can AI revise translations? [paper at TRANSIUS conference, Geneva, Switzerland, 8 Jul. 2025]*.
- Mroczyńska, K. (2023). How collocations are represented and taught in selected legal English textbooks. *Crossroads. A Journal of English Studies*, 40, 61–80. <https://doi.org/10.15290/CR.2023.40.1.03>
- Muñoz, E., Calvo, N., & García, A. M. (2019). Grounding translation and interpreting in the brain: what has been, can be, and must be done. *Perspectives*, 27(4), 483–509. <https://doi.org/10.1080/0907676X.2018.1549575>

- Muñoz Martín, R. (2009). Typos & Co. In S. Göpferich, A. L. Jakobsen, & I. M. Mees (Eds.), *Behind the Mind. Methods, Models and results in translation process research* (pp. 167–189). Samfundslitteratur. https://www.researchgate.net/publication/280732943_Typos_Co
- Muñoz Martín, R. (2014). Situating translation expertise: A review with a sketch of a construct. In J. Schwieter & A. Ferreira (Eds.), *The Development of Translation Competence: Theories and Methodologies From Psycholinguistics and Cognitive Science* (pp. 2–56). Cambridge Scholars Publishing.
- Muñoz Martín, R. (2021). *Opening lecture of the Summer School on Cognitive Translation and Interpreting Studies, 14 June 2021*.
- Muñoz Martín, R., & Apfelthaler, M. (2021). Spillover Effects in Task-Segment Switching: A study of translation subtasks as behavioral categories within the Task Segment Framework. In R. Muñoz Martín, S. Sun, & L. Defeng (Eds.), *Advances in Cognitive Translation Studies* (pp. 19–45). Singapore. https://doi.org/DOL: 10.1007/978-981-16-2070-6_2
- Muñoz Martín, R., & Apfelthaler, M. (2022). A task segment framework to study keylogged translation processes. *The International Journal for Translation & Interpreting Research*, 14(2), 8–31. <https://doi.org/DOL: 10.12807/ti.114202.2022.a02>
- Muñoz Martín, R., & Cardona Guerra, J. M. (2019). Translating in fits and starts: pause thresholds and roles in the research of translation processes. *Perspectives: Studies in Translation Theory and Practice*, 27(4), 525–551. <https://doi.org/10.1080/0907676X.2018.1531897>
- Muñoz Martín, R., & Martín de León, C. (2018). Fascinating Rhythm – and Pauses in Translators’ Cognitive Processes. *HERMES - Journal of Language and Communication in Business*, 57, 29–47. <https://doi.org/DOL: 10.7146/hjlc.v0i57.106192>
- Muñoz Martín, R., & Olalla Soler, C. (2022). Translating is not (only) problem solving. *Journal of Specialised Translation*, 38, 3–31.
- Muzii, L. (2014). The red-pen syndrome. *Revista Tradumàtica: Tecnologies de La Traducció*, 12, 421–429. <https://revistes.uab.cat/tradumatica/article/view/n12-muzii/pdf>
- Nakane, I. (2007). Problems in Communicating the Suspect’s Rights in Interpreted Police Interviews. *Applied Linguistics*, 28(1), 87–112. <https://doi.org/10.1093/applin/aml050>
- Nalepa, K. (2019). *Umiejętności miekkie*.
- Nitzke, J. (2019). An Approach for Identifying Problem-Solving Activities in Post-Editing and Translation From Scratch. In L. Vandevoorde, J. Daems, & B. Defrancq (Eds.), *New Empirical Perspectives on Translation and Interpreting* (1st ed., pp. 93–113). Routledge. https://doi-10.1007/978-1-4939-9505-6_5
- Nitzke, J., Canfora, C., Hansen-Schirra, S., & Kapnas, D. (2024). Decisions in projects using machine translation and post-editing – an interview study. *Journal of Specialised Translation*, 41, 127–148. <https://doi.org/10.26034/cm.jostrans.2024.4715>
- Nitzke, J., & Hansen-Schirra, S. (2021). *A short guide to post-editing*. Language Science Press. <http://langsci-press.org/catalog/book/319>
- Nitzke, J., Hansen-Schirra, S., & Canfora, C. (2019). Risk management and post-editing competence. *The*

- Journal of Specialised Translation*, 31, 239–259.
- Northcott, J., & Brown, G. (2006). Legal translator training: Partnership between teachers of English for legal purposes and legal specialists. *English for Specific Purposes*, 25(3), 358–375.
<https://doi.org/10.1016/j.esp.2005.08.003>
- Nurminen, M. (2020). Raw machine translation use by patent professionals: A case of distributed cognition. *Translation, Cognition & Behavior*, 3(1), 100–121.
- O'Brien, S. (2002). Teaching Post-editing : A Proposal for Course Content. In *Proceedings of the 6th EAMT Workshop, Teaching Machine Translation* (pp. 99–106). %5Cnwww.mt-archive.info/EAMT-2002-O'Brien.pdf
- O'Brien, S. (2006). *Machine-translatability and post-editing effort: an empirical study using Translog and Choice Network Analysis* [Dublin City University].
https://doras.dcu.ie/18118/2/Sharon_O%27BrienV2.pdf
- O'Brien, S. (2012a). Towards a Dynamic Quality Evaluation Model for Translation. *Journal of Specialised Translation*, 17, 55–77.
- O'Brien, S. (2012b). Translation as human–computer interaction. *Translation Spaces*, 1, 101–122.
<https://doi.org/10.1075/ts.1.05obr>
- O'Brien, S. (2013). The borrowers: Researching the cognitive aspects of translation. *Target. International Journal of Translation Studies*, 25(1), 5–17. <https://doi.org/10.1075/target.25.1.02obr>
- O'Brien, S. (2021a). Post-Editing. In Y. Gambier & L. van Doorslaer (Eds.), *Handbook of Translation Studies: volume 5* (pp. 177–183). John Benjamins Publishing Company.
- O'Brien, S. (2022). How to deal with errors in machine translation: Post-editing. In D. Kenny (Ed.), *Machine translation for everyone: Empowering users in the age of artificial intelligence* (pp. 105–120). Language Science Press.
- O'Brien, S. (2021b). Authenticity and machine translation. *The Many Faces of Translation. Machine Translation: Driven by Humans, Powered by Technology. DG TRAD Conference 2021*, 63–77.
<https://doi.org/10.2861/65336>
- O'Brien, S., Ehrensberger-Dow, M., Connolly, M., & Hasler, M. (2017). Irritating CAT Tool Features that Matter to Translators. *HERMES - Journal of Language and Communication in Business*, 56, 145–162. <https://doi.org/10.7146/hjlc.v0i56.97229>
- O'Hayre, J. (1966). *Gobbledygook Has Gotta Go*. U.S. Bureau of Land Management.
- O'Shea, J. (2020). *When things go wrong or Fixing what's broken: the importance of using professional legal translators*.
- Olvera-Lobo, M. D., Castro-Prieto, M., Rosa, Quero-Gervilla, E., Muñoz-Martín, R., Muñoz-Raya, E., Murillo-Melero, M., Robinson, B., Senso-Ruiz, J. A., Vargas-Quesada, B., Domínguez-, & López, C. (2005). Translator training and modern market demands. *Perspectives: Studies in Translatology*, 13(2), 132–142. <https://doi.org/10.1080/09076760508668982>
- Ondelli, S. (2014). Drafting court judgments in Italy: History, complexity and Italian judicial language. In V. K. Bhatia, G. Garzone, R. Salvi, G. Tessuto, & C. Williams (Eds.), *Language and Law in Professional Discourse: Issues and Perspectives* (pp. 29–45). Cambridge Scholars Publishing.

- Ordóñez-López, P. (2015). A critical account of the concept of 'basic legal knowledge': theory and practice. *The Interpreter and Translator Trainer*, 9(2), 156–172.
<https://doi.org/10.1080/1750399X.2015.1051768>
- Orlando, D. (2015). *The trials of legal translation competence: Triangulating processes and products of translators vs. lawyers* [UNIVERSITÀ DEGLI STUDI DI TRIESTE].
https://arts.units.it/retrieve/handle/11368/2908045/187217/ORLANDO_PhD_Thesis.pdf
- Orozco-Jutorán, M. (2003). *Review of Empirical Research in Written Translation, en Dipòsit Digital de Documents de la UAB*.
- Orozco, M., & Sánchez-Gijón, P. (2011). New resources for legal translators. *Perspectives: Studies in Translatology*, 19(1), 25–44. <https://doi.org/10.1080/09076761003784979>
- Orts, M. A. (2012). A Genre-based Approach to the Translation of Private Normative Texts in Legal English and Legal Spanish. *International Journal for the Semiotics of Law*, 25(3), 317–338.
<https://doi.org/10.1007/s11196-010-9213-6>
- Osiewicz-Maternowska, M. (2021). O klasyfikacji i tłumaczeniu wybranych polskich umów zobowiązaniowych na język niemiecki. *Rocznik Przekładoznawczy*, 16, 139–158.
<https://doi.org/http://dx.doi.org/10.12775/RP.2021.007>
- PACTE. (2003). Building a translation competence model. In F. A. dos Santos (Ed.), *Triangulating Translation: Perspectives in Process Oriented Research* (pp. 43–66).
<https://doi.org/10.1075/btl.45.06pac>
- Pakkala-Weckström, M., & Eskelinen, J. (2018). Evaluating Students in Translating Courses - Prospects and Pitfalls. In Ł. Bogucki, P. Pietrzak, & M. Kornacki (Eds.), *Understanding Translator Education* (pp. 9–22). Peter Lang. <https://doi.org/10.3726/b15038>
- Paradowska, U. (2016). *Ease of use of translation process research methods*.
- Paradowska, U. (2021). *Developing Information Competence in Translator Training*. Peter Lang.
- Paulsen Christensen, T., Bundgaard, K., Schjoldager, A., & Dam Jensen, H. (2022). What motor vehicles and translation machines have in common - a first step towards a translation automation taxonomy. *Perspectives*, 30(1), 19–38. <https://doi.org/10.1080/0907676X.2021.1900307>
- Peel, E. (2011). The common law tradition: application of boilerplate clauses under English law. In G. Cordero-Moss (Ed.), *Boilerplate Clauses, International Commercial Contracts and the Applicable Law* (pp. 129–178). Cambridge University Press.
- Penet, J. C., & Fernandez-Parra, M. (2023). Dealing with students' emotions: exploring trait EI theory in translator education. *The Interpreter and Translator Trainer*, 17(3), 332–352.
<https://doi.org/10.1080/1750399X.2023.2237327>
- Perdek, M. (2016). Tłumacz na tropie terminów, czyli w poszukiwaniu uparciuchów, patrzydeł i czynów przestępnych. In *Tłumacz - praktyczne aspekty zawodu* (pp. 67–101). Wydawnictwo Naukowe UAM. <http://hdl.handle.net/10593/24583>
- Peruzzo, K. (2023). Legal terms that travel: Constraints to presenting national legal terminology to international audiences. In Ł. Biel & H. J. Kockaert (Eds.), *Handbook of Terminology: Volume 3. Legal Terminology* (pp. 152–171). John Benjamins Publishing Company.

<https://doi.org/10.1075/hot.3.leg1>

- Piecychna, B. (2013). Legal translation competence in the light of translational hermeneutics. *Studies in Logic, Grammar and Rhetoric*, 34(47), 141–159. <https://doi.org/10.2478/slgr-2013-0027>
- Piekot, T., Zarzeczny, G., & Moroń, E. (2015). Upraszczenie tekstu użytkowego jako (współ)działanie. Perspektywa prostej polszczyzny. In S. Niebrzegowska-Bartmińska, M. Nowosad-Bakalarczyk, & T. Piekot (Eds.), *Działania na tekście. Przekład – redagowanie – ilustrowanie* (pp. 99–116). Wydawnictwo UMCS.
- Piekot, T., Zarzeczny, G., & Moroń, E. (2019). Standard ‘plain language’ w polskiej sferze publicznej. In M. Zaśko-Zielińska & K. Kredens (Eds.), *Lingwistyka kryminalistyczna. Teoria i praktyka* (pp. 197–214). Quaestio.
- Pieńkos, J. (2003). *Podstawy przekładoznawstwa. Od teorii do praktyki*. Kantor Wydawniczy Zakamycze.
- Pietrzak, P. (2015). Translation competence. In Ł. Bogucki, S. Gózdź-Roszkowski, & P. Stalmaszczyk (Eds.), *Ways to translation*.
- Pietrzak, P. (2022). *Metacognitive Translator Training: Focus on Personal Resources*. Palgrave Macmillan. <https://doi.org/10.1007/978-3-030-97038-3>
- Piller, I. (2017). *Intercultural Communication: A Critical Introduction* (2nd ed.). Edinburgh University Press.
- Pisarska, A., & Tomaszewicz, T. (1998). *Współczesne tendencje przekładoznawcze* (2nd, rev. ed.). Wydawnictwo Naukowe UAM.
- Pontrandolfo, G. (2012). Legal corpora: An overview. *Rivista Internazionale Di Tecnica Della Traduzione*, 14, 121–136.
- Pontrandolfo, G. (2015). Investigating Judicial Phraseology with COSPE: A contrastive Corpus-based Study. In *New Directions in Corpus-Based Translation Studies* (pp. 137–159).
- Pontrandolfo, G. (2018). Sensibly and appropriately the judge considered... A corpus-based study of sentence adverbs in judicial language. *Linguistik Online*, 92(5), 215–233. <https://doi.org/10.13092/lo.92.4511>
- Popiołek, M. (2020). ISO 20771 : 2020 overview and legal translator competence requirements in the context of the European Qualifications Framework , ISO 17100 : 2015 and relevant research. *Lingua Legis*, 28, 7–40. <https://lingualegis.ils.uw.edu.pl/index.php/lingualegis/article/view/60/49>
- Pozzo, B. (2012). Comparative law and language. In M. Bussani & U. Mattei (Eds.), *The Cambridge Companion to Comparative Law* (pp. 88–114). Cambridge University Press. <https://doi.org/DOI:10.1017/CBO9781139017206.007>
- Pozzo, B. (2015). Comparative Law and the New Frontiers of Legal Translation. In S. Šarčević (Ed.), *Language and Culture in EU Law. Multidisciplinary Perspectives* (pp. 73–87). Ashgate Publishing.
- Prieto Ramos, F. (2011). Developing Legal Translation Competence: an Integrative Process-Oriented Approach. *Comparative Legilinguistics*, 5, 7. <https://doi.org/10.14746/cl.2011.5.01>
- Prieto Ramos, F. (2014a). International and supranational law in translation: from multilingual lawmaking to adjudication. *The Translator*, 20(3), 313–331.

<https://doi.org/10.1080/13556509.2014.904080>

- Prieto Ramos, F. (2014b). Legal Translation Studies as Interdiscipline: Scope and Evolution. *Meta*, 59(2), 260–277. <https://doi.org/10.7202/1027475ar>
- Prieto Ramos, F. (2016). Parameters for Problem-Solving in Legal Translation: Implications for Legal Lexicography and Institutional Terminology Management. In L. Cheng, J. Xian, & A. Wagner (Eds.), *The Ashgate Handbook of Legal Translation* (pp. 121–134). Routledge. <https://doi.org/10.4324/9781315612706>
- Prieto Ramos, F. (2019). Implications of text categorisation for corpus- based legal translation research. The case of international institutional settings. In Ł. Biel, J. Engberg, M. R. Martín Ruano, & V. Sosoni (Eds.), *Research Methods in Legal Translation and Interpreting: Crossing Methodological Boundaries* (pp. 29–47). Routledge.
- Prieto Ramos, F. (2021). The use of resources for legal terminological decision-making: patterns and profile variations among institutional translators. *Perspectives*, 29(2), 278–310. <https://doi.org/10.1080/0907676X.2020.1803376>
- Prieto Ramos, F. (2023). *Assessing the impact of NMT in institutional translation settings [paper at Workshop of WG2 of “Language in the Human Machine Era” COST Action, Warsaw, Poland, 11 Sep. 2023]*.
- Prieto Ramos, F. (2024a). *La traducción jurídica: Evolución y desafíos ante la automatización (Legal translation: evolution and challenges in times of automation) [keynote at TIGIM conference, Trieste, Italy, 4 Oct. 2024]*.
- Prieto Ramos, F. (2024b). Revisiting translator competence in the age of artificial intelligence: the case of legal and institutional translation. *The Interpreter and Translator Trainer*, 18(2), 148–173. <https://doi.org/10.1080/1750399X.2024.2344942>
- Pym, A. (2003). Redefining translation competence in an electronic age. In defence of a minimalist approach. *Meta*, 48(4), 481–497. <https://doi.org/10.7202/008533ar>
- Pym, A. (2011). What technology does to translating. *The International Journal Translation & Interpreting Research*, 3(1), 1–9. <https://www.trans-int.org/index.php/transint/article/view/121>
- Pym, A. (2012). Training translators. In K. Malmkjær & K. Windle (Eds.), *The Oxford Handbook of Translation Studies* (pp. 475–489). Oxford University Press.
- Pym, A. (2013). Translation Skill-Sets in a Machine-Translation Age. *Meta*, LVIII(3), 487–503.
- Pym, A. (2019). *How automation through neural machine translation might change the skill sets of translators*.
- Pym, A. (2020). Trust-based translation history: Guideline questions and an illustration. *Chronotopos. A Journal of Translation History*, 2(1–2), 146–160. <https://doi.org/10.25365/cts-2020-2-1-6>
- Pym, A. (2022). *Why are there still so many translators? The historical consequences of automation [keynote at KTLC conference, 30 Sep. 2022]*.
- Pym, A., Grin, F., Sfreddo, C., & Chan, A. L. J. (2012). *The status of the translation profession in the European Union*. Publications Office. <https://data.europa.eu/doi/10.2782/63429>

- Quinci, C. (2024). The impact of machine translation on the development of info-mining and thematic competences in legal translation trainees: a focus on time and external resources. *The Interpreter and Translator Trainer*, 18(2), 290–312. <https://doi.org/10.1080/1750399X.2024.2344285>
- Ragni, V., Alonso, E., & Vieira, L. N. (2022). *Translation Productivity. Tools, Tracking, Ethics*. <https://www.iti.org.uk/resource/translator-productivity-report.html>
- Ragni, V., & Vieira, L. N. (2022). What has changed with neural machine translation? A critical review of human factors. *Perspectives: Studies in Translation Theory and Practice*, 30(1), 137–158. <https://doi.org/10.1080/0907676X.2021.1889005>
- Rakoff, T. D. (2006). The Law and Sociology of Boilerplate. *Michigan Law Review*, 106(5), 1235–1246. <https://repository.law.umich.edu/mlr/vol104/iss5/13>
- Rampin, R., & Rampin, V. (2021). Taguette: open-source qualitative data analysis. *Journal of Open Source Software*, 6(68), 3522. <https://doi.org/10.21105/joss.03522>
- Ratajczak, J. (2023). *Luka. Jak wstyd i lęk dziurawią nam język*. Karakter.
- Rayar, L. (1993). Translating law: Method or madness? In J. Miler (Ed.), *International Forum of Legal Translation 1992. Proceedings* (pp. 62–71). Wydawnictwo TEPIS Polskiego Towarzystwa Tłumaczy Ekonomicznych, Prawniczych i Sądowych.
- Redelinghuys, K., & Kruger, H. (2015). Using the features of translated language to investigate translation expertise. A corpus-based study. *International Journal of Corpus Linguistics*, 20(3), 293–325.
- Resta, G. (2024). “So Lonely”: Comparative Law and the Quest for Interdisciplinary Legal Education. *International Journal for the Semiotics of Law*, 37, 1569–1586. <https://doi.org/10.1007/s11196-024-10143-1>
- Rico, C., & Sánchez Ramos, M. del M. (2023). The Ethics of Machine Translation Post-Editing in the Translation Ecosystem. In H. Moniz & C. Parra Escartín (Eds.), *Towards Responsible Machine Translation: Ethical and Legal Considerations in Machine Translation* (pp. 95–112). Springer.
- Rico, C., & Torrejón, E. (2012). Skills and Profile of the New Role of the Translator as MT Post-editor. *Revista Tradumàtica: Tecnologies de La Traducció*, 10, 166–178. <https://doi.org/10.5565/rev/tradumatica.18>
- Rico Pérez, C. (2024). Re-thinking Machine Translation Post-Editing Guidelines. *Journal of Specialised Translation*, 41, 26–47. <https://doi.org/10.26034/cm.jostrans.2024.4696>
- Risku, H. (2016). Situated learning in translation research training: academic research as a reflection of practice. *The Interpreter and Translator Trainer*, 10(1), 12–28. <https://doi.org/10.1080/1750399X.2016.1154340>
- Risku, H., Rogl, R., & Milošević, J. (2020). Researching workplaces. In E. Angelone, M. Ehrensberger-Dow, & G. Massey (Eds.), *The Bloomsbury Companion to Language Industry Studies* (pp. 37–62).
- Robert, I. S., Ureel, J. J. J., Remael, A., & Rigouts Terryn, A. (2018). Conceptualizing translation revision competence a pilot study on the fairness and tolerance attitudinal component. *Perspectives: Studies in Translation Theory and Practice*, 26(1), 2–23.

- Robert, I. S., Ureel, J. J. J., & Schrijver, I. (2023). Translation, translation revision and post-editing competence models: Where are we now? In G. Massey, E. Huertas-Barros, & D. Katan (Eds.), *The Human Translator in the 2020s* (pp. 45–59). Routledge.
- Robert, I. S., & Van Waes, L. (2014). Selecting a translation revision procedure: do common sense and statistics agree? *Perspectives*, 22(3), 304–320. <https://doi.org/10.1080/0907676X.2013.871047>
- Robinson, D. (2012). *Becoming a Translator: An Introduction to the Theory and Practice of Translation* (3rd ed.). Routledge.
- Rodríguez-Castro, M., & Sullivan, C. E. (2015). Rethinking the legal translation classroom: a course for legal translation professionals. *The Interpreter and Translator Trainer*, 9(2), 205–228. <https://doi.org/10.1080/1750399X.2015.1051771>
- Rodríguez de Céspedes, B. (2019). Translator Education at a Crossroads: the Impact of Automation. *Lebende Sprachen*, 64(1), 103–121. <https://doi.org/10.1515/les-2019-0005>
- Rojo López, A. M., & Muñoz Martín, R. (2022). Translation process research. In F. Zanettin & C. Rundle (Eds.), *The Routledge Handbook of Translation and Methodology* (pp. 356–372). Routledge. <https://doi.org/10.4324/9781315158945>
- Rojo López, A. M., & Ramos Caro, M. (2022). Introduction. Probing the process: Towards more integrative research methods. *The International Journal for Translation & Interpreting Research*, 14(2), 1–7. <https://doi.org/10.12807/ti.114202.2022.a01>
- Rossi, C., & Chevrot, J.-P. (2019). Uses and perceptions of Machine Translation at the European Commission. *Journal of Specialised Translation*, 31. https://jostrans.soap2.ch/issue31/art_rossi.php
- Rothwell, A., & Svoboda, T. (2019). Tracking translator training in tools and technologies: findings of the EMT survey 2017. *The Journal of Specialised Translation*, 2019.
- Rozmysłowicz, T. (2023). The politics of machine translation. Reprogramming translation studies. *Perspectives: Studies in Translation Theory and Practice*, 32(3), 493–507. <https://doi.org/10.1080/0907676X.2023.2292571>
- Ruiz-Cortés, E. (2023). The translator as a plain text designer for the Public Administration: A necessary role? In G. Massey, E. Huertas-Barros, & D. Katan (Eds.), *The Human Translator in the 2020s* (pp. 125–145). Routledge.
- Ruiz-Cortés, E. (2024). Bringing source text quality into the legal translation classroom: training translators to face defective source texts. *The Interpreter and Translator Trainer*, 18(2), 230–249. <https://doi.org/10.1080/1750399X.2024.2344154>
- Rule, A. (2002, August 17). How a holiday turned into 10 years jail. *The Age*. <https://www.theage.com.au/national/how-a-holiday-turned-into-10-years-jail-20020817-gdui5v.html>
- Ruokonen, M., & Svahn, E. (2024). What do we know about translators' job satisfaction? An exploratory overview of research results. *Translation Spaces*, 13(1), 7–31. <https://doi.org/10.1075/ts.23019.ruo>
- Ruusila, A., & Lindroos, E. (2016). *Conditio sine qua non: On Phraseology in Legal Language and its Translation. Language and Law / Linguagem e Direito, Vol. 3*, 120–140.
- Ryan, R. (2018). Controlled language. In J. Humbley, G. Budin, & C. Laurén (Eds.), *Languages for Special*

- Purposes: An International Handbook* (pp. 289–306). De Gruyter Mouton.
- Rylance, P., & Kaczmarek, J. (2022). O umiejętności pisania po angielsku w zawodzie prawnika. *Półrocznik EP*, 2(183), 24–33.
- S2E6 - Lynne Bowker - Machine Translation [Source 2 Target podcast]. (2023). <https://sites.libsyn.com/423245/s2e6-lynne-bowker-machine-translation>
- Sage-Fuller, B., Lippe, F. P. zur, & Ó Conaill, S. (2013). Law and Language(s) at the Heart of the European Project: Educating Different Kinds of Lawyers. In M. Freeman & F. Smith (Eds.), *Law and Language: Current Legal Issues vol. 15* (pp. 493–512). Oxford University Press. <https://doi.org/10.1093/acprof:oso/9780199673667.003.0306>
- Sakamoto, A. (2019). Why do many translators resist post-editing? A sociological analysis using Bourdieu's concepts. *Journal of Specialised Translation*, 31, 201–216.
- Sakamoto, A., van Laar, D., Moorkens, J., & do Carmo, F. (2024). Measuring translators' quality of working life and their career motivation. Conceptual and methodological aspects. *Translation Spaces*, 13(1), 54–77. <https://doi.org/10.1075/ts.23026.sak>
- Saldaña, J. (2011). *Fundamentals of Qualitative Research. Understanding Qualitative Research*. Oxford University Press.
- Saldanha, G., & O'Brien, S. (2014). *Research Methodologies in Translation Studies*. Routledge. <https://doi.org/10.4324/9781315760100>
- Salmi-Tolonen, T. (2018). On the balance between invariance and context-dependence. Legal concepts and their environments. In D. Kurzon & B. Kryk-Kastovsky (Eds.), *Legal Pragmatics* (pp. 231–256). John Benjamins Publishing Company.
- Salmi, L., & Kinnunen, T. (2015). Training translators for accreditation in Finland. *The Interpreter and Translator Trainer*, 9(2), 229–242. <https://doi.org/10.1080/1750399X.2015.1051772>
- Sánchez-Castany, R. (2023). Teaching translation technologies: An analysis of a corpus of syllabi for translation and interpreting undergraduate degrees in Spain. In G. Massey, E. Huertas-Barros, & D. Katan (Eds.), *The Human Translator in the 2020s* (pp. 27–43). Routledge.
- Sánchez-Gijón, P., & Kenny, D. (2022). Selecting and preparing texts for machine translation: Pre-editing and writing for a global audience. In D. Kenny (Ed.), *Machine translation for everyone: Empowering users in the age of artificial intelligence* (pp. 81–103). Language Science Press. <https://doi.org/10.5281/zenodo.6759980>
- Sanchez Lasaballet, E. (2018). Legal Translation as Comparative Law: The Case of the Brazilian Contract Law. *Uniform Law Review*, 23(3–4), 447–486.
- Sandrini, P. (2006). LSP Translation and Globalization. In M. Gotti & S. Šarčević (Eds.), *Insights into Specialized Translation. Linguistic Insights 46* (pp. 107–120). Peter Lang.
- Sandrini, P. (2018). Terminology work in different domains: legal terminology. In J. Humbley, G. Budin, & C. Laurén (Eds.), *Languages for Special Purposes: An International Handbook* (pp. 509–521). De Gruyter Mouton.
- Sandrini, P. (2022). “It’s the economy, stupid”: discussing the translator’s business against the background of a changing techno-economic landscape. *Translation Matters*, 4(2), 49–62.

https://doi.org/10.21747/21844585/tm4_2a4

- Šarčević, S. (1997). *New Approach to Legal Translation*. Kluwer Law International.
- Šarčević, S. (1990). Terminological Incongruency in Legal Dictionaries for Translation. In T. Magay & J. Zigány (Eds.), *BudaLEX '88 Proceedings. Papers from the 3rd International E.URALEX Congress, Budapest, 4-9 September 1988* (pp. 439–446). Akadémiai Kiadó.
- Sawyer, D. B., Austermühl, F., & Enríquez Raído, V. (2019). The evolving curriculum in interpreter and translator education. A bibliometric analysis. In D. B. Sawyer, F. Austermühl, & V. Enríquez Raído (Eds.), *The Evolving Curriculum in Interpreter and Translator Education: Stakeholder Perspectives and Voices* (pp. 1–22). John Benjamins Publishing Company.
- Sax, D. (2013). The Translator, Explained? Exploring fossilized “metaphors” for translation. *Academia*, 38(2), 26–28.
- Scarpa, F., & Orlando, D. (2017). What it takes to do it right: An integrative EMT-based model for legal translation competence. *Journal of Specialised Translation*, 27, 21–42.
- Schane, S. (2012). Contract Formation as a Speech Act. In L. M. Solan & P. M. Tiersma (Eds.), *The Oxford Handbook of Language and Law* (pp. 100–113). Oxford University Press.
<https://doi.org/10.1093/oxfordhb/9780199572120.013.0008>
- Schlager, D., & Risku, H. (2023). Contextualising translation expertise. Lived practice and social construction. *Translation, Cognition & Behavior*, 6(2), 230–251.
<https://doi.org/0.1075/tcb.00087.sch>
- Schlager, D., & Risku, H. (2024). What does it take to be a good in-house translator? Constructs of expertise in the workplace. *The Journal of Specialised Translation*, 42, 2–19.
<https://doi.org/10.26034/cm.jostrans.2024.5976>
- Schneider, D., Zampieri, M., & Genabith, J. (2019). Translation memories and the translator: A report on a user survey. *Babel*, 64(5/6), 734–762. <https://doi.org/10.1075/babel.00062.sch>
- Schwartz, L. (2018). The history and promise of machine translation. In I. Lacruz & R. Jääskeläinen (Eds.), *Innovation and Expansion in Translation Process Research* (pp. 161–190). John Benjamins.
- Schwartz, L. (2014). Monolingual post-editing by a domain expert is highly effective for translation triage. *Proceedings of the 11th Conference of the Association for Machine Translation in the Americas*, 34–44. <https://aclanthology.org/2014.amta-wptp.3>
- Scott, J. (2012). Can Genre-Specific DIY Corpora, Compiled by Legal Translators Themselves, Assist Them in ‘Learning the Lingo’ of Legal Subgenres? *Comparative Legilinguistics*, 12, 87–100.
<https://doi.org/10.14746/cl.2012.12.05>
- Scott, J. (2017a). Legal translation – A multidimensional endeavour. *Comparative Legilinguistics*, 32, 37–66.
- Scott, J. (2017b). Legal Translation Training – A Way Forward for Aspiring Lawyers in a Clogged Job Market? *Tilburg Law Review*, 22((1-2)), 215–235. <https://doi.org/10.1163/22112596-02201010>
- Scott, J. (2017c). The Pernicious Effects of Terms Used for and by the Legal Translation Profession. *Revista de Llengua i Dret, Journal of Language and Law*, 68, 57–75.
<https://doi.org/10.2436/rld.i68.2017.296910.2436/rld.i68.2017.2969>

- Scott, J. (2019a). Facets of Legal Translation Performance. In *Legal Translation Outsourced* (pp. 31–55). Oxford University Press.
- Scott, J. (2019b). *Legal Translation Outsourced*. Oxford University Press.
<https://doi.org/10.1093/oso/9780190900014.001.0001>
- Scott, J., & O’Shea, J. (2021). How Legal Documents Translated Outside Institutions Affect Lives, Businesses and the Economy. *International Journal for the Semiotics of Law - Revue Internationale de Sémiotique Juridique*, 34(5), 1331–1373. <https://doi.org/10.1007/s11196-020-09815-5>
- Serifovic, M. (2019). Address during “Translating for the planet” session of TEF19, Brussels, Belgium, 7 Nov. 2019].
<https://www.youtube.com/watch?v=8yugiTBLnCc&list=PLLqIRaiVCGCSWX9VcG94D0q3hFA5tqQlj&index=15>
- Setkowicz-Ryszka, A. (n.d.-a). *Doświadczeni tłumacze tekstów prawniczych o sobie. Analiza jakościowa odpowiedzi*.
- Setkowicz-Ryszka, A. (n.d.-b). *Jak doświadczeni tłumacze tekstów prawniczych postrzegają swoją własną eksperckość? Analiza ilościowa*.
- Setkowicz-Ryszka, A. (2022a). A Freelance Legal Translator/Translator Trainer and MT. Where Do Our Paths Cross? [paper at LITHME Whole Action Conference, Jyväskylä, Finland, 30 Jun. 2022].
- Setkowicz-Ryszka, A. (2022b). Can post-editing machine translation output help trainees acquire legal translation skills in EN/PL pair? [poster at TRANSIUS conference, Geneva, Switzerland, 27 Jun. 2022].
- Setkowicz-Ryszka, A. (2022c). Inspirations from a support group and sales training in (remote) translator training. A case for ‘the tender trainer’? [paper at CTER congress “(Re-)Profiling Translation Pedagogy: Translators, interpreters and educators”, Kraków, Poland, 17 Mar. 2022].
- Setkowicz-Ryszka, A. (2022d). Raising Legal Translator Trainees’ Awareness of Context through Post-Editing: Reflections of a Practitioner Delivering a Contract Translation Module at Posgraduate Level (EN-PL, PL-EN). In M. Kornacki & G. Massey (Eds.), *Contextuality in Translation and Interpreting. Selected Papers from the Łódź-ZHAW Duo Colloquium on Translation* (pp. 47–66). Peter Lang.
- Setkowicz-Ryszka, A. (2022e). Teaching Trainees the Importance of Research beyond Word Level: Reflections on How Extra-Linguistic Context Determines Translator’s Research. In M. Kornacki & G. Massey (Eds.), *Contextuality in Translation and Interpreting. Selected Papers from the Łódź-ZHAW Duo Colloquium on Translation* (pp. 115–135). Peter Lang.
- Setkowicz-Ryszka, A. (2022f). Why can plain English in contracts cause difficulties in translation into Polish? *Lingua Legis*, 30, 45–67.
- Setkowicz-Ryszka, A. (2022g). Wyrażenia łacińskie w polskich i angielskich tekstach prawniczych z perspektywy tłumacza. In E. Kujawska-Lis, A. Krawczyk-Łaskarzewska, & O. Letka-Spychała (Eds.), *Komunikacja międzykulturowa w świetle współczesnej translatoologii. Tom IX. Języki, teksty, interpretacje* (pp. 219–232). Wydawnictwo UWM.
- Setkowicz-Ryszka, A. (2024a). How much do Polish legal practitioners and academics trust generic machine translation engines to allow them to communicate in English with clients and peers? In G.

- Floros, K. Kritsis, & R. Athanasiadi (Eds.), *'Unstated' mediation: On the ethical aspects of non-professional interpreting and translation* (pp. 81–96). University of Cyprus. <https://doi.org/978-9925-553-63-1>
- Setkowicz-Ryszka, A. (2024b). Supporting legal scholars' efforts to communicate in English as a Lingua Franca in a globalised world: Revision of legal academic writing. *MonTI*, 16, 1–36. <https://doi.org/http://dx.doi.org/10.6035/MonTI.2024.16.11>
- Setkowicz-Ryszka, A. (2024c). Sworn interpreters/translators. In *ENTI - Encyclopedia of Translation and Interpreting- Encyclopedia of Translation and Interpreting*. Iberian Association for Translation and Interpreting Studies. <https://doi.org/10.5281/zenodo.10951501>
- Setkowicz-Ryszka, A. (2024d). Is Plain Legal Language Easy to Translate? : Plain English features in machine translation of a contract into Polish. *Pázmány Law Review*, 10(1 SE-Thematic Focus: Language and Law in the Human-Machine Era), 27–44. <https://doi.org/10.55019/plr.2023.1.27-44>
- Setkowicz-Ryszka, A. (2023a). Peculiarities of Polish academic legal writing in English translation: field experts vs. algorithms. In J. Moorkens & V. Sosoni (Eds.), *Translating and the Computer 44. AsLing. 24-25 November 2022 European Convention Center, Luxembourg. Proceedings* (pp. 61–69). Editions Tradulex. <https://www.tradulex.com/varia/TC44-luxembourg2022.pdf>
- Setkowicz-Ryszka, A. (2023b). Why are generic MT engines of limited assistance to legal academics wishing to communicate in English as a Lingua Franca? A reviser's and post-editor's perspective. In J. Moorkens & V. Sosoni (Eds.), *Translating and the Computer 44. AsLing. 24-25 November 2022 European Convention Center, Luxembourg. Proceedings* (pp. 70–81). Editions Tradulex. <https://www.tradulex.com/varia/TC44-luxembourg2022.pdf>
- Shreve, George M. (1997). Cognition and the Evolution of Translation Competence. In J. H. Danks, G. M. Shreve, S. B. Fountain, & M. K. McBeath (Eds.), *Cognitive Processes in Translation and Interpreting* (pp. 120–136). Sage.
- Shreve, George M., Angelone, E., & Lacruz, I. (2018). Are expertise and translation competence the same? Psychological reality and the theoretical status of competence. In I. Lacruz & R. Jääskeläinen (Eds.), *Innovation and Expansion in Translation Process Research* (pp. 37–54). Benjamins.
- Shreve, Gregory M. (2006). The Deliberate Practice: Translation and Expertise. *Journal of Translation Studies*, 9(1), 27–42. <https://www.researchgate.net/publication/266328429>
- Shreve, Gregory M. (2023). The strange attractions of translation. In I. Lacruz (Ed.), *Translation in Transition: Human and machine intelligence* (pp. 15–38). John Benjamins Publishing Company. <https://doi.org/10.1075/ata.xx.02shr>
- Sierocka, H. (2014). *Curriculum Development for Legal English Programs*. Cambridge Scholars Publishing.
- Simonnæs, I. (2013). Challenges in legal translation - revisited. *Linguistica*, 53(2), 91–102. <https://doi.org/10.4312/linguistica.53.2.91-102>
- Sirén, S., & Hakkarainen, K. (2002). The cognitive concept of expertise applied to expertise in translation. *Across Languages and Cultures*, 3(1), 71–82.
- Smith, H. (2006). Modularity in Contracts: Boilerplate and Information Flow. *Boilerplate: The Foundation of Market Contracts*, 104. <https://doi.org/10.1017/CBO9780511611179.016>

- Smits, J. M. (2014). Problems of Uniform Laws. In L. A. DiMatteo (Ed.), *International Sales Law A Global Challenge* (pp. 605–661). Cambridge University Press.
<https://doi.org/10.1017/CBO9781139103923.046>
- Smits, J. M. (2017). *Contract Law. A Comparative Introduction* (2nd ed.). Edward Elgar Publishing Limited.
- Solová, R. (2015). The Polish sworn translator: current training profile and perspectives. *The Interpreter and Translator Trainer*, 9(2), 243–259. <https://doi.org/10.1080/1750399X.2015.1051773>
- Somers, H. L. (1998). Machine translation - applications. In *Routledge Encyclopedia of Translation Studies* (pp. 136–139). Routledge.
- Soriano-Barabino, G. (2016). *Comparative law for legal translators*. Peter Lang.
- Soriano Barabino, G. (2020). *Cultural, textual and linguistic aspects of legal translation: A model of text analysis for training legal translators*. 5(2), 285–300. <https://doi.org/10.1515/ijld-2020-2037>
- Sosoni, V., O'Shea, J., & Stasimioti, M. (2022). Translating law: A comparison of human and post-edited translations from Greek to English. *Revista de Llengua i Dret, Journal of Language and Law*, 78, 92–120. <https://doi.org/https://doi.org/10.2436/rld.i78.2022.3704>
- Spichtinger, D. (2020). *The Spread of English and its Appropriation* (pp. 1–141). Universität Wien.
https://www.researchgate.net/publication/267094642_The_Spread_of_English_and_its_Appropriation
- Stefaniak, K. (2020). Evaluating the usefulness of neural machine translation for the Polish translators in the European Commission. In A. Martins, H. Moniz, S. Fumega, B. Martins, F. Batista, L. Coheur, C. Parra, I. Trancoso, M. Turchi, A. Bisazza, J. Moorkens, A. Guerberof, M. Nurminen, L. Marg, & M. L. Forcada (Eds.), *Proceedings of the 22nd Annual Conference of the European Association for Machine Translation* (pp. 263–269). European Association for Machine Translation.
<https://aclanthology.org/2020.eamt-1.28>
- Summers, E., Kappus, M., & Ehrensberger-Dow, M. (2023). Collaborative possibilities of CAT tools in the revision process. *Revista Tradumàtica: Tecnologies de La Traducció*, 21, 300–308.
<https://doi.org/10.5565/rev/tradumatica.314>
- Sun, Z., Wang, M., Zhou, H., Zhao, C., Huang, S., Chen, J., & Li, L. (2022). *Rethinking Document-level Neural Machine Translation*. <https://doi.org/10.18653/v1/2022.findings-acl.279>
- Sycz-Opoń, J. (2014). Machine Translation - Can It Assist in Professional Translation of Contracts? *International Journal of Legal Discourse*, 20, 181–200. <https://doi.org/10.14746/cl.2014.20.06>
- Sycz-Opoń, J. (2019). Information-seeking behaviour of translation students at the University of Silesia during legal translation – an empirical investigation. *The Interpreter and Translator Trainer*, 13(2), 152–176. <https://doi.org/10.1080/1750399X.2019.1565076>
- Sycz-Opoń, J. (2021). Trainee translators' research styles: A taxonomy based on an observation study at the University of Silesia, Poland. *The International Journal for Translation & Interpreting Research*, 13(2), 136–163. <https://doi.org/10.12807/ti.113202.2021.a08>
- Szczyrbak, M. (2008). Reflections on Teaching Business and Legal Translation to Polish Undergraduate Students. *SKASE Journal of Translation and Interpretation*, 3(1), 65–81.

<https://api.semanticscholar.org/CorpusID:203583724>

- Szemińska, W. (2014). Translating law into dictionaries, or why one dictionary is not enough. In G. Budin & V. Lušický (Eds.), *Languages for Special Purposes in a Multilingual, Transcultural World. Proceedings of the 19th European Symposium on Languages for Special Purposes, 8-10 July 2013, Vienna, Austria* (pp. 118–125). University of Vienna.
- Szewczyk, M. A. (2014). *Boilerplate clauses in transaction agreements under Polish law*. Co Do Zasady. <https://codozasady.pl/en/p/boilerplate-clauses-in-transaction-agreements-under-polish-law>
- Szewczyk, M. A. (2019). *The internationalisation of transactional agreements and borrowings from the common law*. In Principle. Legal Studies and Analyses. <https://codozasady.pl/en/p/the-internationalisation-of-transactional-agreements-and-borrowings-from-the-common-law>
- Tennant, M. (2006). *Psychology and Adult Learning* (3rd ed.). Routledge.
- Terribile, S. (2024). *Productivity in the Post-Editing of Neural Machine Translation: A Mixed-Methods Analysis of Speed and Edits at Toppan Digital Language [PhD thesis, University of Manchester]*.
- Tiersma, P. M. (2010). *Parchment, Paper, Pixels: Law and the Technologies of Communication*. University of Chicago Press.
- Toral, A. (2020). Reassessing Claims of Human Parity and Super-Human Performance in Machine Translation at WMT 2019. In A. Martins, H. Moniz, S. Fumega, B. Martins, F. Batista, L. Coheur, C. Parra, I. Trancoso, M. Turchi, A. Bisazza, J. Moorkens, A. Guerberof, M. Nurminen, L. Marg, & M. L. Forcada (Eds.), *Proceedings of the 22nd Annual Conference of the European Association for Machine Translation* (pp. 185–194). European Association for Machine Translation.
- Torres-Simón, E., & Pym, A. (2019). European Masters in Translation. A comparative study. In D. B. Sawyer, F. Austermühl, & V. Enríquez Raído (Eds.), *The Evolving Curriculum in Interpreter and Translator Education: Stakeholder Perspectives and Voices* (pp. 75–98). John Benjamins Publishing Company.
- Trzaskawka, P. (2020). Selected Clauses of a Copyright Contract in Polish and English in Translation by Google Translate: A Tentative Assessment of Quality. *International Journal for the Semiotics of Law*, 33, 689–705. <https://doi.org/10.1007/s11196-020-09680-2>
- Turnbull, J. (2014). Expert to Lay Communication: Legal Information and Advice on the Internet. In V. K. Bhatia, G. Garzone, R. Salvi, G. Tessuto, & C. Williams (Eds.), *Language and Law in Professional Discourse: Issues and Perspectives* (pp. 61–76). Cambridge Scholars Publishing.
- Valcke, C. (2019). Comparing legal styles. *International Journal of Law in Context*, 15, 274–296. <https://doi.org/10.1017/S1744552319000284>
- van Egdom, G.-W. (2020). Improving revision in translator training with translationQ. In M. Koponen, B. Mossop, I. S. Robert, & G. Scocchera (Eds.), *Translation revision and post-editing: Industry practices and cognitive processes* (pp. 203–225). Routledge. <https://doi.org/10.4324/9781003096962>
- van Egdom, G.-W., Cadwell, P., Kockaert, H., & Segers, W. (2020). A turn to ergonomics in translator and interpreter training. *The Interpreter and Translator Trainer*, 14(4), 363–368.
- Vanroy, B., De Clercq, O., & Macken, L. (2019). Correlating process and product data to get an insight into translation difficulty. *Perspectives: Studies in Translation Theory and Practice*, 27(6), 924–941.

<https://doi.org/10.1080/0907676X.2019.1594319>

- Vardaro, J., Schaeffer, M., & Hansen-Schirra, S. (2019). Translation Quality and Error Recognition in Professional Neural Machine Translation Post-Editing. *Informatics*, 6(3).
<https://doi.org/10.3390/informatics6030041>
- Vass, H. (2015). Analysing hedging in legal discourse using small-scale and large-scale corpora. *Research in Corpus Linguistics*, 3, 27–35.
- Vetteuse, M. C. (2011). Multinational companies and national contracts. In G. Cordero-Moss (Ed.), *Boilerplate Clauses, International Commercial Contracts and the Applicable Law* (pp. 20–31). Cambridge University Press.
- Vieira, L. N. (2019). Post-editing of machine translation. In M. O'Hagan (Ed.), *The Routledge Handbook of Translation and Technology* (pp. 319–335). Routledge.
- Vieira, L. N. (2020a). Automation anxiety and translators. *Translation Studies*, 13(1), 1–21.
<https://doi.org/10.1080/14781700.2018.1543613>
- Vieira, L. N. (2020b). Machine translation in the news. *Translation Spaces*, 9(1), 98–122.
<https://doi.org/10.1075/ts.00023.nun>
- Vieira, L. N. (2023). The many guises of machine translation: A postphenomenology perspective. *Digital Translation: International Journal of Translation and Localization*, 10(1), 16–36.
<https://doi.org/10.1075/dt.00002.nun>
- Vieira, L. N., & Alonso, E. (2020). Translating perceptions and managing expectations: an analysis of management and production perspectives on machine translation. *Perspectives: Studies in Translation Theory and Practice*, 28(2), 163–184. <https://doi.org/10.1080/0907676X.2019.1646776>
- Vieira, L. N., O'Hagan, M., & O'Sullivan, C. (2021). Understanding the societal impacts of machine translation a critical review of the literature on medical and legal use cases. *Information, Communication & Society*, 24(11), 1515–1532. <https://doi.org/10.1080/1369118X.2020.1776370>
- Vieira, L. N., O'Sullivan, C., Zhang, X., & O'Hagan, M. (2023). Machine translation in society: Insights from UK users. *Language Resources and Evaluation*, 57, 893–914. <https://doi.org/10.1007/s10579-022-09589-1>
- Vigier-Moreno, F. J., & Pérez-Macías, L. (2022). Assessing neural machine translation of court documents: A case study on the translation of a Spanish remand order into English. *Revista de Llengua i Dret, Journal of Language and Law*, 78, 73–91. <https://doi.org/10.2436/rld.i78.2022.3691>
- Vigier, F., Klein, P., & Festinger, N. (2013). Certified Translators in Europe and the Americas: Accreditation Practices and Challenges. In F. Prieto Ramos & A. Borja Albi (Eds.), *Legal Translation in Context. Professional Issues and Prospects* (pp. 27–51). Peter Lang.
- Vine, J., & Huertas-Barros, E. (2023). “Expanding” or “rebranding” the translation concept? A pedagogical approach to future-proofing the translation profession in the 2020s. In G. Massey, E. Huertas-Barros, & D. Katan (Eds.), *The Human Translator in the 2020s* (pp. 91–107). Routledge.
- Vitetta, M. (2024). *Mixed jurisdictions as a source of civil-law English terminology (CIVLET) for Spanish-English legal translation: A functionalist take on a hot debate [paper at TIGIM conference, Trieste, Italy, 4 Oct. 2024]*.

- Vlachopoulos, S. (2007). Legal Meanings across Linguistic Barriers: The Intralingual and Interlingual Translation of Laws in Greece and Cyprus. *International Journal for the Semiotics of Law*, 20(4), 305–326.
- Waddams, S. (2023). Equity in English Law. In J. M. Smits, J. Husa, C. Valcke, & M. Narciso (Eds.), *Elgar Encyclopedia of Comparative Law* (pp. 35–40). Edward Elgar Publishing Limited. <https://doi.org/10.4337/9781839105609.equity.english.law>
- Walker, C., & Federici, F. M. (Eds.). (2018). *Eye Tracking and Multidisciplinary Studies on Translation*. John Benjamins Publishing Company. <https://doi.org/10.1075/btl.143>
- Washbourne, K. (2014). Beyond error marking: written corrective feedback for a dialogic pedagogy in translator training. *The Interpreter and Translator Trainer*, 8(2), 240–256. <https://doi.org/10.1080/1750399X.2014.908554>
- Way, C. (2014). Structuring a Legal Translation Course: A Framework for Decision-Making in Legal Translator Training. In L. Cheng, K. K. Sin, & A. Wagner (Eds.), *The Ashgate Handbook of Legal Translation* (pp. 135–152). Routledge. <https://doi.org/10.4324/9781315612706.ch8>
- Way, C. (2016). The Challenges and Opportunities of Legal Translation and Translator Training in the 21st Century. *International Journal of Communication*, 10, 1009–1029. <https://ijoc.org/index.php/ijoc/article/view/3580/1576>
- Way, C. (2019a). Fostering Translator Competence: The Importance of Effective Feedback and Motivation for Translator Trainees. *INTRALinea*, 21(Special Issue: New Insights into Translator Training). <https://www.intralinea.org/specials/article/2430>
- Way, C. (2019b). Training turnkey legal translators: fiction or fact? In I. Simonæes & M. Kristiansen (Eds.), *Legal Translation: Current Issues and Challenges in Research, Methods and Applications* (pp. 263–278). Frank & Timme.
- Way, C. (2020). Training and pedagogical implications. In E. Angelone, M. Ehrensberger-Dow, & G. Massey (Eds.), *The Bloomsbury Companion to Language Industry Studies* (pp. 179–207). Bloomsbury Academic.
- Way, C. (2023). Legal translator terminology training. Unravelling the mysteries. In Ł. Biel & H. J. Kockaert (Eds.), *Handbook of Terminology: Volume 3. Legal Terminology* (pp. 594–618). John Benjamins Publishing Company. <https://doi.org/10.1075/hot.3.leg5>
- Whyatt, B. (2012). *Translation as a human skill From predisposition to expertise*.
- Whyatt, B. (2017). We are all translators. Investigating the human ability to translate from a developmental perspective. In R. Antonini, L. Cirillo, L. Rossato, & I. Torresi (Eds.), *Non-professional Interpreting and Translation. State of the art and future of an emerging field of research* (pp. 45–64). John Benjamins Publishing Company. <https://doi.org/10.1075/btl.129.03why>
- Whyatt, B., Witczak, O., & Tomczak, E. (2021). Information behaviour in bidirectional translators: focus on online resources. *The Interpreter and Translator Trainer*, 15(2), 154–171. <https://doi.org/10.1080/1750399X.2020.1856023>
- Wiesmann, E. (2019). Machine Translation in the Field of Law: A Study of the Translation of Italian Legal Texts into German. *Comparative Legilinguistics*, 37, 117–153. <https://doi.org/10.14746/cl.2019.37.4>

- Williams, C. (2004). Legal English and plain language: An introduction. *ESP Across Cultures*, 1, 111–124.
- Williams, C. (2011). Legal English and plain language: An update. *ESP Across Cultures*, 8, 139–151.
- Williams, C. (2018). Legal Drafting. In J. Visconti (Ed.), *Handbook of Communication in the Legal Sphere* (pp. 13–35). De Gruyter Mouton.
- Williamson, R., & Stevenson, O. (2022). Bringing adult learning principles to university–policy engagement training involving students and policy professionals. *Research for All*, 6(1), article 21. <https://doi.org/10.14324/RFA.06.1.21>
- Wilson, P. E. (2023). Comparative law outside the ivory tower: an interdisciplinary perspective. *Legal Studies*, 43(4), 641–657. <https://doi.org/10.1017/lst.2023.6>
- Witczak-Plisiecka, I. (2006). The relevance theoretic perspective on legal language. In C. Pérez-LLantada Auría (Ed.), *Proceedings of the 5th International AEL Conference: Academic and Professional Communication in the 21st century Genres, rhetoric and the construction of disciplinary knowledge* (pp. 182–187). Prensas Universitarias de Zaragoza.
- Witczak-Plisiecka, I. (2020). A Few Remarks on Legal Translation and Intercultural Encounters. *Research in Language*, 18(3), 265–28. <https://doi.org/10.18778/1731-7533.18.3.02>
- Wojtyś, E. (2019). Odpowiedzialność zawodowa i cywilnoprawna tłumacza przysięgłego. Zawód tłumacza przysięgłego a zawody zaufania publicznego. Glosa do wyroku s.apel. z dnia 12 marca 2013 r., III Apa 5/13. *Orzecznictwo Sądów Polskich*, 6, 21–28.
- Wołoszyk, W. (2018). *Prawa własności intelektualnej w kontekście tłumaczeń maszynowych i pamięci tłumaczeniowych [paper at Konferencja Tłumaczy conference „RusA.I.my w przyszłość!”]*, Warsaw, Poland, 26 Sep. 2018].
- Wright, C., & Delorme Benites, A. (2024). *Two heads of department, one curricular overhaul, a lot of technology and a dose of creativity: Training humans in the era of machines [plenary talk at Creativity and Translation in the Age of Artificial Intelligence conference, 11-13 Jan. 2024, Innsbruck]*.
- Yamada, M. (2019). Language learners and non-professional translators as users. In M. O’Hagan (Ed.), *The Routledge Handbook of Translation and Technology* (pp. 183–199). Routledge.
- Yamada, M. (2023). Post-editing and a sustainable future for translators. In I. Lacruz (Ed.), *Translation in Transition: Human and machine intelligence* (pp. 39–56). John Benjamins Publishing Company. <https://doi.org/10.1075/ata.xx.03yam>
- Zandberg-Malec, J. (2021). Prosty język w komunikacji prawniczej – okiem redaktora językowego. *Poznańskie Studia Polonistyczne. Seria Językoznawcza*, 28(1), 191–204. <https://doi.org/10.14746/pspsj.2021.28.1.13>
- Zdunkiewicz-Jedynak, D. (2022). *Jak pisać jasno? Standard prostej polszczyzny w tekstach użytkowych [paper at KTLC conference, Warsaw, Poland, 1 Oct. 2022]*.
- Zeifert, M., & Tobor, Z. (2022). Legal Translation versus Legal Interpretation. A Legal-Theoretical Perspective. *International Journal for the Semiotics of Law*, 35(5), 1671–1687.
- Zmarzer, W. (2003). Typologia tekstów specjalistycznych. In B. Z. Kielar & J. Lukszyn (Eds.), *Języki Specjalistyczne 3. Lingwistyczna identyfikacja tekstów specjalistycznych* (pp. 24–34). Katedra

Języków Specjalistycznych UW.

Żrałka, E. (2007). Teaching translation of specialized legal texts on the basis of official documents (birth certificates). *The Journal of Specialised Translation*, 7.

Zych, N. (2016). Idea plain language a teksty prawne. *Przegląd Legislacyjny*, 3 (97), 65–90.

Żylińska, M. (2013). *Neurodydaktyka. Nauczanie i uczenie się przyjazne mózgowi*. Wydawnictwo Naukowe Uniwersytetu Mikołaja Kopernika.