The ATA E&O Program

Translation:
The Best Way to Protect Yourself and Your Career.

Protect yourself with the ATA Professional Liability Program
Fifty-year insurance veteran Seabury & Smith, a division of Marsh & McLennan Companies — the world's largest insurance broker, administers the policy. As the insurance administrator for the Professional Liability Program (ATA E&O Program), we'd like you to know that Seabury & Smith can offer you broad coverage at competitive prices.

How am I protected?
• The ATA E&O Program is designed to meet the unique needs of ATA members. It covers damages you would pay due to errors in translating, editing, interpreting, and proofreading.

Who is insured?
• The ATA E&O policy covers you and business associates working on your behalf. If you're legally responsible for the work of a director, partner, executive officer, or past or present employee — don't delay in purchasing this coverage.

What are the policy features?
• Three different annual aggregate limits of liability to choose from: $250,000, $500,000, and $1,000,000.
• Two different deductibles for policies written within the program: $250 for participants with under $100,000 in annual revenues, and $500 for participants in excess of $150,000 in annual revenues.

For more information on the ATA Professional Liability Program, complete and return this form to:
Seabury & Smith, Property & Casualty Department
1255 23rd Street NW, Suite 300
Washington, D.C. 20037
Or, call Seabury & Smith at 1-800-388-5909 ext. 852, email carol.manigault@seabury.com

Name ____________________________
Address ____________________________
City ___________________ State ______ Zip ______

Phone ( ) ___________________ Fax ( ) ___________________

It's a Jungle Out There!

Surviving in today's hectic business environment requires a lot of effort. Your days are jam-packed with business decisions. Your time is valuable. The American Translators Association strives to help make your life easier. That's why they've teamed up with the Mutual of Omaha Companies.

The ATA has cut through the jungle of insurance companies. In other words, they've done the shopping for you, selecting the Mutual of Omaha Companies because of our ability to meet your personal and business insurance needs.

The Mutual of Omaha Companies offer ATA members a full line of insurance products and financial services, many at reduced rates or with enhanced benefits not available to the general public. Our diversified portfolio of coverages includes:

- Disability Income Protection
- Life Insurance, Annuities and Pension Plans
- Senior Age Coverages
- Major Medical and Major Hospital Plans
- Cancer Supplement Plans
- Mutual Funds
- Property and Casualty Coverages
- Small Group Plans

For more information about the coverages available to ATA members, contact your local Mutual of Omaha office, or call the Mutual of Omaha Association Benefits Hotline, 1-800-223-6927. Be sure to mention that you are a member of ATA.
Proofreading Translations: A Checklist, not a Blank Check
By Dena Bugel-Shunra ................................................................. 12

After a translation is completed, the next step is proofreading. Whether you commission your own proofreader or your client takes care of that side of the transaction, you can spare yourself a lot of grief if you put together a list of proofreading requirements and submit it with the translation.

Wills and Estates in Italy
By Marica Pariante Angelides ................................................ 15

This article will answer the following questions: 1) According to Italian law, when is an Italian will valid?; and 2) Can an American citizen living abroad challenge an Italian will? At the same time, the article will also give an Italian version of the most relevant legal terms a translator is likely to encounter.

Concision in Technical Translations from English into Italian
By Roberto Crivello ................................................................. 17

A few methods and suggestions on pruning wordiness in technical translations from English into Italian.

Fossil DNA, the Perfect Language, and the Internet
By Roberto Arcangeli (English translation by Anne Milano Appel) ... 20

The hunt for the fossil DNA of Indo-European languages: the nth attempt to exhume the “perfect language.” A fruitless endeavor since linguistic diversity is not divine retribution, but the successful result of human evolution.

The Challenges of Working as a Court Interpreter in Germany
By Barbara M. Mueller-Grant ................................................... 23

The work of a court interpreter in criminal cases in Germany is interesting, but can be very frustrating for beginners. One reason for this is that in most of the Laender (states), there are few possibilities available for learning or improving the skills interpreters need for the job. The article focuses on the situation in the state of Hessen. Topics include the qualifications and procedure for becoming a court interpreter, the criminal courts (the players, status, selection, and role of court interpreters, as well as the working conditions), and other employers of sworn interpreters. Finally, the role of the German Interpreters and Translators Association in providing forums for discussion, opportunities for further education, and trying to improve conditions for court interpreters and translators will also be discussed.

Italian Translations: To Edit and How to Edit—This Is the Question
By Carmela Pacchioni ............................................................... 29

Nowadays, editors are in big demand in the Italian translation market, and almost no translation company would simply take a text from a translator and deliver it to the client without at least proofreading or editing it. Nonetheless, editing is a very broad concept worth discussing in detail so as to prevent misunderstanding and unpleasant surprises.

Mission Impossible—Monty Python in Swedish?
By Monica Scheer ................................................................. 35

What happens when an entirely new kind of humor, and foreign on top of that, befalls Swedish television viewers? How does the translator cope in a subtitling country like Sweden where translation already has two kinds of restrictions: limitations of space and time?
AN EASY REFERENCE TO ATA MEMBER BENEFITS

Your ATA membership has never been more valuable. Take advantage of the discounted programs and services available to you as an ATA member. Be sure to tell these companies you are an ATA member and refer to any codes provided below.

Business Owners Insurance
Seabury & Smith, Inc.
(800) 368-5969 ext. 852
veneyi@seabury.com

Collection Services/Receivables Management
Dun & Bradstreet
Ask for Sharon LeBoutillier
(800) 333-6497 ext. 7468
(610) 882-6887
Lebouilli@dnb.com

Conference Travel
Conventions in America
Reference Code: 505
(800) 929-4242 • (619) 453-3686
e-mail: flycia@stellaraccess.com
www.stellaraccess.com

Credit Card Acceptance Program/Professional Services Account
MBNA America/NOVA Information Systems
Reference Code: HCDA
(888) 545-2207 • (770) 649-5700

MasterCard
MBNA America
Reference Code: IFKV
(800) 847-7378 • (302) 342-7600
www.atanet.org/mutual.htm

Medical, Life, and Disability Insurance
Mutual of Omaha
(800) 223-6927 • (402) 342-7600
www.atanet.org/mutual.htm

A. H. Wohlers & Co.
(800) 323-2106

Overnight Delivery/Express Package Service
UPS
Reference Code: C0000700415
(800) 325-7000
www.ups.com

Professional Liability Insurance
Seabury & Smith, Inc.
(800) 368-5969 ext. 852
veneyi@seabury.com

Training and Seminars
Dun and Bradstreet
Reference Code: 888TI
(212) 692-6600
www.dntraining.com

...And, of course, as an ATA member you receive discounts on the Annual Conference registration fees and ATA publications, and you are eligible to join ATA Divisions, participate in the online Translation Services Directory, and much more. For more information, contact ATA (703) 683-6100; fax (703) 683-6122; and e-mail: ata@atanet.org.

MOVING? FOUND AN ERROR WITH YOUR ADDRESS?
We've done everything possible to ensure that your address is correct. But sometimes errors do occur.
If you find that the information on the mailing label is inaccurate or out of date, please let us know. Send updates to:
The ATA Chronicle • 225 Reinekers Lane, Suite 590 • Alexandria, VA 22314
Fax (703) 683-6122 • Chronicle@atanet.org
Bond Clauses in Spanish Contracts: A Brief Overview
By Leland D. Wright, Jr. .......................... 39

The article discusses the various types of bond clauses found in Spanish-language contractual documents and the reasons for their existence. It introduces the most commonly used Spanish terms and phraseology and their English counterparts, illustrated by excerpts taken from a number of Latin American texts that the author has translated over the years. Finally, it offers suggestions on how to deal with different kinds of translation problems confronted by translators of Spanish legal texts.

Legal Translation: A Personal Perspective
By Enéas Theodoro Jr. ............................ 43

This is a personal view of legal translation by someone with many years of experience in this field who has learned many tough lessons. This experience is reflected in some theoretical and practical musings which focus on the U.S. and Brazilian legal systems.

Forensic Transcribing and Translating: Who should perform the work?
By Sandro Tomasi ................................. 46

This article presents a brief case law history of how transcripts are allowed into court procedures. Outlined in the article are the steps that have been taken by the courts to ensure accurate transcript/translation documents. Conclusions are made, based on the case law reviewed, as to who should perform transcript/translation work.

What a Difference a Word Makes: Yiddish Connotation in Isaac Bashevis Singer’s ‘Gimpel the Fool’
By Lillian Schanfield .............................. 51

This article compares the influential 1953 English translation by Saul Bellow to Isaac Bashevis Singer’s 1945 Yiddish text, which uses two different Yiddish words for the English word “fool”—tam and narr, arguing that the burden of the story lies in the distinction between these two connotative words. It suggests that Gimpel, the “fool” character, actually wills his own credulity by subscribing to a non-empirical definition of reality—a Platonic or Kabbalistic conceptualization of material and spiritual realms. This leads to the conclusion that the story is about the nature of faith. Brief consideration is given to several differences that might have occurred in this translation as a result of the passage of 50 years, during which time we have seen an increasing celebration of ethnic differences in American culture and literature.
About Our Authors...

Marica Pariante Angelides is an Italian lawyer who provides freelance legal consulting, translating, and interpreting services. She is ATA-accredited (English-Italian). She holds a Laurea in Giurisprudenza from the Università La Sapienza in Rome and a Master of Laws from the University of Pennsylvania Law School in Philadelphia. She now lives in Washington, D.C., and can be reached at marica@angelides.net.

Roberto Arcangeli, born in Rome in 1956, has resided in Sweden since 1989. Authorized by the Swedish government to translate legal texts and official government documents, he specializes in translating from English- and Swedish-into-Italian in the technical, mechanical, and automotive fields. After law studies at Urbino University, he worked as a sales manager in an Italian textile company until 1989, and was co-owner of a Swedish stock firm in the import-export sector. He has been a professional translator since 1993. He recently gave up his capital shares in other activities in order to devote himself exclusively to the art of translation.

Anne Milano Appel specializes in commercial and literary translations from Italian-to-English. Formerly a director of public libraries, she has also taught English, Italian, and English as a Second Language, and holds a Ph.D. in Romance languages and literature. She can be reached at aappel@aol.com.

Dena Bugel-Shunra has been translating and interpreting professionally for over a decade. Her main activity is in the field of IT, with a sub-specialization in legal translation. Team ing up with a Lantra-listmate, she’s been running the U.S. side of Bugel-Shunra Translation, Writing, and Consulting since 1997. She can be reached at dena@shunra.net or www.shunra.net/dena.html.

Roberto Crivello is a freelance technical translator. Born and raised in Palermo, Italy, he lives in Salt Lake City, Utah. He holds graduate degrees in engineering in both Italy and the U.S., and has held engineering positions in both countries. He is ATA-accredited from English-into-Italian, and is administrator of ATA’s Italian Language Division. He can be reached at roberto@rcrivello.com.

Barbara M. Mueller-Grant interrupted her studies towards a Ph.D. in Germanics to spend a year in Germany. She began working for a language school as a teacher and translator. She passed the Hessian state examinations for translators and interpreters in 1980, and has been working as a freelance translator and interpreter for 20 years, specializing in legal, business, and medical translations. Her extracurricular activities include serving on the board of directors of the Hessian State Translators Association, as well as on a number of federal association committees. She can be reached at BarbaraMueller@t-online.de.

Carmela Pacchioni graduated from the Scuola Superiore per Interpreti e Traduttori in Bologna, Italy, in 1986, and is an ATA-accredited (English-Italian) freelance translator and interpreter based in Modena, Italy. She also works as an editor for Italian and foreign translation companies, and teaches technical translation and general interpretation at the Istituto San Pellegrino in Misano Adriatico, Italy. She can be reached at mcp@tsc4.com.

Lillian Schanfield is a professor of English at Barry University in Miami, Florida. She holds degrees from the University of Miami, University of Montreal, Barry University, and Oxford University. Her publications reflect a broad, frequently interdisciplinary, interest in women’s studies, language theory, anthropology, and literature. Her most recent essays have been about Ben Jonson, Robert Herrick, Susan Glaspell, William Shakespeare, and Isaac Bashevis Singer. Yiddish was her first language. She can be reached at lshanfield@mail.barry.edu.

Monica Scheer has been working as a subtitler for Swedish television since 1964, translating from English-, French-, Italian-, and Russian-into-Swedish. Throughout the years she has been teaching the techniques of subtitling to translators. Since 1997, she has been giving lectures on subtitling abroad, for translation students in London and Dublin, and at international language conferences in Helsinki, Barcelona, and Catania. She can be reached at monica.scheer@pi.se.

Enéas Theodoro, Jr. taught legal translation classes at the São Paulo Alumni Association in Brazil. As a certified public translator, he was a partner for more than 10 years in a legal translation firm in São Paulo with several attorneys who were also certified public translators. His work as a translator over the last 20 years has concentrated almost solely on the legal field. He can be reached at theodoro@attglobal.net.

Sandro Tomasi is a certified court (New York) and medical (Washington) interpreter (Spanish) and is currently working with the Office of the Bronx District Attorney in New York City as a full-time interpreter, where he has performed extensive work as a transcriber/translator. He is currently the chairman of the Professional Development Committee for the Legal Interpreters and Translators Association in New York City. He can be reached at yodoro@aol.com.

Leland D. Wright, Jr. (called Lee by virtually everyone but his mother, a few recalcitrant relatives, and telemarketers who don’t know how to pronounce his given name) has been an accredited (Spanish-English), active member of ATA since 1975, serving two terms as an ATA director and four years as editor of the Chronicle, plus handling various other duties within the ATA and the Northeast Ohio Translators Association over the years. After working eight years as the in-house translator for a major international engineering and construction firm, he went freelance in 1982, offering his professional services to local clients and to a number of translation companies in the U.S., Canada, and Europe, as well as assisting in the development and marketing of terminology management software. Since 1990, he has been an adjunct associate professor of Spanish translation at Kent State University (Institute for Applied Linguistics), where he enjoys teaching an annual M.A.-level course in commercial and legal translation. He can be reached at LW1341204@aol.com.
ATA has just made it easier and cheaper for ATA members to set up a retirement program. ATA President Ann Macfarlane recently signed an agreement with the Washington Pension Center (WPC) to offer retirement programs to ATA members.

When shopping for an organization to offer ATA members retirement plans, I was armed with the knowledge and experience of setting up the 401(k) plan for the ATA staff. In particular, I was attuned to the setup fees and administrative costs. And, just as I got a great deal through my membership in the American Society for Association Executives, ATA members are getting a great deal with the programs offered by WPC.

Here’s what WPC has to offer:
• Comprehensive enrollment support to assist you to fully understand the plan.
• Ongoing participant support through the toll-free Participant Information Center, a free 800-phone line staffed by highly trained retirement specialists.
• A high quality selection of top-rated mutual funds, including Fidelity, T.Rowe Price, Oppenheimer, Morgan Stanley, and Janus.
• Complete recordkeeping services, including all compliance testing and IRS forms.
• Internet access, which allows you to conduct transactions and see the status of your account 24-hours a day.
• Assistance in planning retirement via “The Journey,” a complete interactive Website that helps participants make the best decisions for their specific situation.
• The plan is backed by the financial strength of MassMutual, one of the country’s top 401(k) providers and money managers.

The programs are tailored for small businesses, from independent contractors to larger translation and interpretation service companies. The programs offer something for everyone, including simple IRAs.

And, if you already have a retirement program in place, it cannot hurt you to make the call and compare your plan to the ones being offered by ATA and WPC. For more information, please contact Harry Martens with WPC at (301) 941-9179 or hmartens@washfinancial.com.

By the way, this program was set up in response to member feedback. If there is a program or service you would like to see ATA offer, please contact me and I will see what we can do.

Susan Dashiell Joins ATA Staff
Susan Dashiell has joined the ATA staff as meetings and administration manager. She will be responsible for handling various aspects of the ATA Annual Conference and for taking care of a variety of in-house administrative functions. Prior to ATA, Susan worked for several years for a Washington, D.C. law firm before quitting to go back to school full-time. She recently earned her bachelor’s degree from George Mason University.
Gnutella Free Riders

The “Gnutella” of my title is not a new kind of chewy, nutty candy bar, but an Internet file-sharing system that has been much in the news. Gnutella is one of the systems whereby computer users can share their music files with each other for free by downloading from each other’s computers. An August study on the traffic in Gnutella gave some telling statistics. The system had been set up in an Eden-like vision of generosity, with the idea that music lovers everywhere would be able to share and share alike, taking pleasure in the art they possessed and offering it to peers. The reality is that 70 percent of those who connected to the system during the 24-hour study period offered no files at all to download. In the words of Economist magazine, “A mere 20% provided 98% of the material. Indeed, the most generous 1% served up about 40% of it.”

This led me to do a little freehand calculation of my own. Making rough estimates for the number of people actively involved as volunteers in their chapter or division; serving on an ATA committee or in the accreditation program; writing for the Chronicle or other newsletters; presenting at conferences or regional events; or participating in listserves or other online forums, I find 20 percent a reasonable guess as to the number of members who offer something to the community of their peers. And it seems to me that we are not quite in the lopsided Gnutella situation, with one percent offering a two-fifths share. We are more fortunate in having many people making smaller contributions as they are able.

So what about you, fearless reader, ATA member, participant in our professional association? Are you a “free rider,” or do you benefit from the efforts of your peers enough that you feel called to offer something in return? We are all volunteers, and we are all enriched by the experience, wisdom, knowledge, and perspicacity that our colleagues provide through the ATA. If you haven’t yet taken the step of writing for the Chronicle, serving on the Board of a chapter, or making a presentation at the ATA Annual Conference, why not step up to the plate? You’ll get more than a candy bar’s worth of reward, I promise you, and you’ll be making the ATA a better place for all of us.

"Innovations"

IJET-12@Monterey/2001
Twelfth International Japanese/English Translation Conference
Saturday, May 26 and Sunday, May 27, 2001
Monterey, California

Cost (includes dinner Saturday night at the Monterey Bay Aquarium)
Standard fee: $200, Student rate: $100

The twelfth IJET conference will be held in Monterey, California, an area of breathtaking natural beauty as well as world-class sights, including the renowned Monterey Bay Aquarium and Pebble Beach Golf Course. Only two hours from San Francisco and an hour from Silicon Valley, Monterey offers not only top-level conference facilities and accommodations, but a wide variety of leisure activities as well.

This IJET conference will cover many issues of interest to Japanese and English translators, but will place special emphasis on the technical innovations that have had such a powerful impact on the world over the last few years, especially on the translation industry. A limited number of rooms is being offered at a special rate at the Doubletree Hotel, and early hotel reservations are recommended. (Doubletree Hotel contact information is on the IJET-12 Website.)

For further information and to register, visit the Website at: www.ijet.org/ijet-12 or contact Alan Siegrist at: ijet-12@ijet.org.
ATA ANNOUNCES A PARTNERSHIP WITH DUN & BRADSTREET TO OFFER COLLECTIONS SERVICES

ATA MEMBERS—individuals and companies alike—can now employ the expertise of Dun & Bradstreet’s Receivable Management Services. D&B, a leader in credit management and business-related services, is offering ATA members significantly discounted rates on collections services.

D&B offers a total approach to collections using practical, proven solutions. Even if you don’t have any uncollected accounts, D&B can help you manage your receivables, including prompting your slow paying clients to pay sooner.

Collect accounts sooner and put more cash back into your business faster.

When your customers are slow to pay you—or if they never pay you at all—you lose more than profits. You also shrink your cash flow and reduce the efficiency of your operation.

D&B works with you to design a unique solution that can bring the results you need.

WHAT MAKES THE D&B APPROACH WORK FOR YOU?

► A full array of proven tools and techniques, including innovative mailing programs, personal telephone contacts, in-person visits, referrals to local attorneys, even international solutions—designed to match your unique needs.

► Unsurpassed technology, including proprietary collection management software that lets you access the D&B mainframe system so you can transmit your accounts directly to them and quickly check their collection status.

► Outsourcing services help you cover peak workloads using D&B professionals and resources, while you maintain control over your accounts. D&B works in your name as an extension of your staff.

► The D&B name, which gets your customers’ attention and prompts payment—because D&B means “credit rating.”

THE SOONER YOU ACT, THE BETTER YOUR RESULTS.

The sooner you place your accounts with D&B, the sooner your cash flow is likely to speed up, and the less likely the probability that your money will be tied up in aging accounts. Our D&B contact will be happy to work with you to develop the right program for your company—one that improves your bottom line.

For more information on these services and their fees,
Contact: Ian Erlandsen
ATA’s D&B account representative at
1-800-333-6497, Extension: 6887

Be sure to tell him you are a member of the American Translators Association!
**Accreditation**
- The new exam year started with two sittings in Orlando, Florida.
- An exam sitting has been added in Salt Lake City, Utah.

**Board**
- The elections were held for the Board of Directors. (The results will be announced in the November/December issue.)
- The Board met September 23-24 in Orlando. (The highlights of the meeting will be in the November/December issue.)

**Conference**
- ATA’s 41st Annual Conference took place in Orlando, Florida.

**Membership**
- ATA Membership surpassed last year’s record of 7,278 members with 7,340 members as of September 1. This is 7.9 percent ahead of last year at this time.

**Membership Services**
- ATA now offers retirement programs through Washington Pension Center.

(Please see “From the Executive Director” in this issue for more information.)

**Public Relations**
- ATA continues to work with the American Foundation for Translation and Interpretation, the Fédération Internationale des Traducteurs, the ASTM Translation User Standards and Language Interpreting Projects, and the Localisation Industry Standards Association.

---

**VISIT ATA’S WEBSITE**

www.atanet.org

---

**POWERFUL DIRECT-MAIL ▼**
**TELEMARKETING ▼**
**ADVERTISING CAMPAIGNS ▼**
**BUSINESS STRATEGIES**

Add a Marketing Whiz to Your Staff... ▼
WITHOUT ADDING ANOTHER PERSON TO YOUR PAYROLL.

Translation agencies that consult with Sarah Pilgrim enjoy rave-worthy revenues and plumper profits. Let her put her 20+ years of translation industry experience at your service.

“Since we started working with Sarah a few years ago, we’ve increased our sales by 240% and our profits by 375%. We consider her our marketing department.”

Jeff Allen, President
Northwest Translations, Boise, Idaho

Sarah will create or improve your Web site; create powerful direct-mail, telemarketing or advertising campaigns; recommend changes that dramatically boost your profitability; or develop an overall strategy for attracting more clients or breaking into new markets.

Find out more by requesting your free copy of “Seven Ways Translation Agencies Pour Profits Down the Drain, and How They Can Double or Triple Their Business.”

Why not take that small step toward a healthier, more satisfying bottom line today?

**Sarah H. Pilgrim**
Consultant to the Translation Industry
Phone: 406-578-2345 • Fax: 406-578-2346
E-mail: SHPilgrim@aol.com
Upcoming Conferences and Educational Programs

TRADOS Workshops
TRADOS Corporation offers one-day training workshops each month for Translator’s Workbench, MultiTerm, and WinAlign at its site at 113 S. Columbus Street, Alexandria, Virginia. Attendance is limited. For more information, contact: Tel: (703) 683-6900; Fax: (703) 683-9457; E-mail: eva@trados.com or www.trados.com.

Ninth International Technology, Meetings, and Incentives
October 26-29, 2000 • Bangkok, Thailand
For more information, please visit www.cimpa.org/itmic.htm.

English-Spanish/Spanish-English Translation Seminar
November 4, 2000
Arlington, Virginia
Alicia Agnese & Associates will hold a one-day Spanish and English translation seminar on November 4, 2000, in Arlington, Virginia. There will be concurrent sessions on terminology and context and contrastive grammatical structures in Spanish and English. The English-Spanish workshops will be conducted by Alicia Agnese, and the Spanish-English workshops by Terrence McElhaney. For more information, call (703) 379-0653; e-mail: info@aagnese.com, or visit www.aagnese.com.

Translation Studies Conference: Recent Theories and Applications
University of Salamanca
November 16–18, 2000
Salamanca, Spain
For more information, please contact diicext@gugu.usal.es; Tel: +34-923-294-400 ext. 1174; www.usal.es/precurext (listed as “Estudios de Traducció,” code number 00087-1).

Language Technologies for Dynamic Business in the Age of the Media Conference
November 23-25, 2000
University of Applied Sciences Cologne • Cologne, Germany
The 26th Annual Conference of the International Association of Language and Business will focus on the use of language technologies for customer-oriented services. The following topics will be discussed: tools for in-company language support; Internet-based language resources; language as a vehicle for communication in Internet services; multilingualism on the Internet (as seen by the company); multimedia applications in a company. The conference is aimed at: top management and leading figures in industry, commerce, publishing houses, administration, politics, law, and culture; scientists and academics from various related disciplines; and technical writers, translators, interpreters, and terminologists. Please find the registration form on our Website or contact: Prof. Dr. Klaus-Dirk Schmitz at Tel: +49-221-8275-3272; Fax: +49-221-8275-3991; E-mail: klaus.schmitz@fh-koeln.de; or visit www.fbi fh-koeln.de/DEUTERM/iws2000E.htm for more information.

Society for Technical Communication 48th Annual Conference
May 13-16, 2001
Chicago Hyatt Regency • Chicago, Illinois
The Society for Technical Communication will hold its 48th Annual Conference at the Chicago Hyatt Regency in Chicago, Illinois, May 13-16, 2001. The conference will feature more than 250 technical sessions covering technical writing, editing, management, Web page design, multimedia, and other subjects of interest to technical communicators. For more information, please visit the STC office Website at www.stc va.org (from the main page, select “What’s New”). The site also contains a recap of STC’s most recent conference, which will give readers a sense of what the next conference will be like (from the main page, select “Conferences”). Detailed information on the next conference will be posted on the site later this year. For more information about STC, please visit www.stc va.org or call (703) 522-4114.

Critical Link 3: Interpreters in the Community
May 22-26, 2001
Montreal, Canada
Critical Link 3: Interpreters in the Community will be held in Montreal, Canada from May 22-26, 2001. The specific theme for this conference is Interpreting in the Community: The Complexity of the Profession. As in the previous two Critical Link conferences, participants will discuss interpretation in the community (health services, social services, courts, and schools). The event will provide interpreters, users of interpreter services, administrators, and researchers with an opportunity to share experiences, explore the complexity of the community interpreter profession, and learn about successful strategies and models in this rapidly evolving field. The call for papers and further information can be found at: wwwrrss06.gouv.qc.ca/english/colloque/index2.html.

Call for Papers: Canadian Association of Translation Studies 14th Annual Congress
May 26-28, 2001
Université Laval • Quebec City, Quebec, Canada
The theme of the conference will be “Translation and Censorship.” For more information, please contact Dr. Denise Merkle at the Université de Moncton, Département de traduction et des langues, Casier 30, Faculté des arts, Moncton (Nouveau-Brunswick) E1C 5E6; Tel: (506) 858-4214; Fax: (506) 858-4166; e-mail: merkled@ umoncton.ca; or visit www.uottawa.ca/associations/act-cats/index.htm for more information.
The proofreading issue is a touchy one. It is hard to summon up sufficient humility to admit that we not only make mistakes while translating, but that it will be better, and more economical, if these mistakes are caught by a second pair of eyes. “Did this text grow errors in the mail?” translators ask, “I really did go over it twice, and it had no errors at all!”

...The problem seems to be one of ego: ours and theirs. Translators like to think their work is perfect, proofreaders like to prove their work is necessary...

Lighten up. To err is human, but to proofread well borders on the divine. In the ongoing tug-o’-war between translators and clients, the proofreader often becomes a phantom to scold us, instead of a benevolent improver of our good work.

The problem seems to be one of ego: ours and theirs. Translators like to think their work is perfect, proofreaders like to prove their work is necessary. One good way to get out of this situation is by rephrasing the previous sentence, as follows, and adding a bit on at the end:

Translators like to think their work is perfect, proofreaders like to prove their work is necessary, and both of these professionals can combine their various skills and cooperate in the creation of an excellent translated text.

When phrased in this manner, we can see ourselves as part of a team: translator and proofreader working together. And when we work with teammates, the first thing we have to do is establish communication and set goals.

This is obviously true if you hire the proofreader, and is less obvious if your client is the one doing the hiring. Is the proofreader there to show you up? Well, no, not really. But you may have to put some effort into making the relationship one of cooperation rather than mutual obstruction.

My best tool for this has been a very polite letter, written in the spirit of humility, to let the proofreader know how much I appreciate their effort, and to suggest which aspects of the text would benefit most from their talent. It’s a good idea to think about the content of this letter before writing it, otherwise it may appear that you are simply shooting off instructions. The main message to convey in this letter is: “please remove only errors; do not rewrite; do not rephrase; just keep out any errors and put back in any omission—and that’s all.” This leads, of course, to an interesting question.

What Is an Error?

The proofreader’s job is to find and mark errors, but what is an error? A spelling mistake is an error. The proofreader should definitely mark these. But then, so should computerized spell-checkers, and you’ll generally run the document through a spell-checker before the proofreader ever gets to see it.

How about translations that sound un-English (or un-Hebrew, un-Greek, un-Dutch, or un-French)? How about a sentence that is unclear or ambiguous? And how about missing pieces? Do you expect your proofreader to compare the source to the translation? Should he count up the number of paragraphs in the material and query a missing one?

How about punctuation? Are you wedded to your commas? If so, let the proofreader know. Otherwise, let him know that you won’t object to changes of this type. And how do you feel about translated idioms that sound flat? Would you like those queried as well?

The answers are up to you—and your own particular strengths and flaws. However you answer, it is better that you think about these issues and provide your proofreader with clear instructions before he starts working.

An example of a problem area from my own particular language combination is that nouns, numbers, and verbs have gender, and keeping the gender straight has always been particularly difficult for me. My proofreaders know this and, while I’ve gotten somewhat better at it over the years, love catching me on this error. That’s why I employ them. They’re eager to find an error—and I’m even more eager to have them find it, rather than the client. And errors crop up everywhere, in everyone’s work.

Errors, Errors, Everywhere, nor yet a Spot of Ink

Once you’ve defined the list of issues you’d like to have
your proofreader deal with, enumerate the items in a polite letter. You may have noticed I keep saying “polite letter.” There’s a reason for this repetition: it is very hard to maintain the kind of politeness that will be needed in order to get around the proofreader’s two greatest professional deformities. These are a tendency toward the extreme side on a scale ranging from careless to pedantic, and a sense of doing a job that is mostly unappreciated.

Pedantry is defined as “slavish attention to rules, details, etc.” In most parts of life, it is undesirable. In a proofreader, it is a virtue. And pedants, being pedants, are particularly aware of the tone of letters sent to them.

However, it is the second tendency that really requires great attention to the niceties of niceness. Professional proofreaders acquire, over the course of their careers, a feeling born of error-discovery. Verbalized, you’d get a stream-of-consciousness something like this (with a tip of the hat to author Douglas Adams, of Hitchhiker’s Guide to the Galaxy fame):

…they ask me to mark errors, and when I find them—do I get thanks? Not at all. I get ARGUMENTS! Here I am, brain the size of a planet, and the only appreciation I get is “do we really have to put that e in the potatoes?” Call that job satisfaction? Cause I don’t.

Of course, if you’re lucky enough to work with a proofreader who doesn’t feel like that—good for you. But if you write a polite letter, you’ll head off most of the bad vibes that could have otherwise appeared.

Politeness, in this case, means that you provide the list of items to look out for and the sources and guidelines you worked with, as well as the source document and translation. The more information you come up with, the better equipped your proofreader will be to do a thorough job.

What about Unpaid Proofreaders?

Over the years, I’ve seen many translators ask their parents, roommates, and friends to proofread for them. In about half the cases, this leads to disappointment.

“But my mother speaks perfect French!” claimed a translator friend of mine who shall remain nameless. True, she did. She also had no inkling of what was expected of her. She went over the birth certificate and carefully changed the spelling of all the names (which had been copied from the English original), ignoring phrases left in English by her daughter, who wasn’t entirely sure of the current usage in France.

Strike that as one for experience. Make sure that if you do use volunteer workers (and you may find yourself doing so, even though you know that this isn’t optimal), you let them know what you want them to do. In detail.

Getting into Damage Control

What if the worst has happened? Your client’s aunt spent her junior year in Paris or Amsterdam, and she thinks you should change your translation. She’s marked it all up, and your client gets back to you with a more-in-sorrow-than-in-anger question: “What do you have to say for yourself?” which is often followed by “And how much of a discount will you give me for this appalling quality of work you provided?”

First, don’t panic. This has happened to every translator, and if it’s your first time, you’re just lucky.

Next, glance over the comments. A first glance can help you assess the kind of damage: are these mostly stylistic or were there lots and lots of typos? Can the reason for your original choice be documented using a dictionary (that’s best), a Web search (second best), or a grammar book (worst!)? If it seems to be mostly stylistic, keep reading. If you really have produced an awful translation, skip to the last paragraph of this segment.

Now, go over the translation with a fine-tooth comb. Take the first 15 comments and defend your original translation, armed with reference books and style guides. If there’s questionable phrasing, do a Web search for yours and then for your proofreader’s. Which is most frequent? Which is most likely to come up in the same kind of document? Use roman numerals to number the comments (Page 3–error I). Do this on paper.

After the rush of relief you get by discovering that you didn’t make 24 mistakes on every page, get yourself to a photocopier and copy the pages from the reference books that uphold your original decisions. Mark each copied page as you did the proofread original. Make screen prints of the supporting

Continued on p. 14
Web searches—and print them out and mark them up. The result should be a pile of paper suitable for faxing or express mailing to your client.

Write a SHORT letter to the client and proofreader, saying something like this: “Thank you for your comments. I’d like to take issue with the type of comments. Please find enclosed the proofread pages and (whatever number) photocopied and printed pages supporting my original choices. Since I’ve had to reject the first 15 comments for the reasons I documented below, and since your proofreader prefers a very different style to mine, I don’t feel that any discount should be made from my usual fee. I look forward to hearing from you on this.”

Enclose all the paperwork you’ve created, along with a typed letter with a table showing your version, the proofreader’s version, the reason for your disagreement (for example, “the dictionary states this usage is obsolete”; “Belgian usage—this document is for France”; “my version appears 9,003 times on the Web while your aunt’s version appears only 93 times,” etc.), and a reference to your sheaf of paper documentation.

Chances are that the time it took to prepare your case will pay off. You will make it clear that you are a serious craftsman, who takes time to consider issues pointed out by clients—and one who knows how to use the tools of his or her trade. The proofreader will have to come up with some reason for the changes, and when addressing a purely stylistic issue, that’s hard to do. The final product will be as good as the client wants it, but your fees are much less likely to be jeopardized.

What if your original really was as faulty as the proofreader said? Write a short thank-you note to the client and proofreader. Something along the lines of: “Thank you for your interesting and insightful comments. I’ve studied them and taken them to heart. Of course, I cannot charge my full rate for a translation that turned out to be as faulty as this one. What percentage of my bill would you like me to discount?” It is important to honor whatever the client says. This approach will surprise and probably mollify the client, and maybe you won’t lose them. And make sure you really DO study the comments—they’re worth the time you spend comparing dictionaries, current usage, and grammar. Language changes constantly, and all a translator can do is learn, learn, and keep learning.

Proofreading Translations: A Checklist, not a Blank Check Continued

A Sample Letter to a Proofreader

Dear Proofreader,

Thank you for taking the time to proofread my translation. I’d like you to know that I used the following glossary (e-mailed separately) and information on the www.example.com Website.

I worked with the following style guide (named), since our client didn’t provide a specific one for this project.

Since I dictate the document, please look out for homophones (I once found “lettuce begin” instead of “let us begin”…). Another issue I sometimes trip up on is numerical agreement between verbs and nouns. I’d appreciate it if you pay a little extra attention to those as well.

You probably won’t find any out-and-out spelling mistakes, since I used the MS Word spell-checker before sending you the document. I also counted the number of bulleted items in the three bulleted lists, and they seem to match, so there are probably no oversights.

I’ll be glad to give you the reasoning behind any translation choices I made, and hope to learn from your comments if I did make any mistakes.

I’m glad this project was important enough for our client to budget for a second pair of eyes to improve it. I look forward to seeing this project successfully completed!

Translator’s signature

Moving

We’ve done everything possible to ensure that your address is correct. But sometimes errors do occur. If you find that the information on the mailing label is inaccurate or out of date, please let us know. Send updates to:
The ATA Chronicle • 225 Reinekers Lane, Suite 590 • Alexandria, VA 22314
Fax (703) 683-6122 • Chronicle@atanet.org
This article will answer a few of the most common questions I am asked regarding wills and estates in Italy, and at the same time give an Italian version of the most relevant legal terms translators are likely to encounter.

Imagine an American citizen who has various estate (il complesso dei beni e dei diritti del defunto aka l’attivo ereditario) questions regarding his grandfather, an Italian citizen who lives in Rome and who is in very poor health. The grandfather has two children: a girl and a boy, born in Italy and brought to the U.S. by their American mother, who then divorced her Italian husband, who later remarried an Italian woman. Just coincidentally this happened after his ex-wife passed away.

Neither of the children went back to Italy to live, but they are in touch with their father and often visit him in Rome. However, the one who visits most and has grown very fond of his grandfather is the grandson. He has gone to Rome several times in the past few years to visit him. During one of these trips, the Italian grandfather tells him he has chosen him to be his heir (erede) as well as executor (esecutore testamentario). The grandson does not know if his grandfather has a written will (testamento), and if he has, if it is valid under Italian law. So the questions are: 1) According to Italian law, when is an Italian will valid (valido)?; and 2) Can an American citizen living abroad challenge an Italian will?

1) According to Italian law there are only three kind of valid wills:

a) A holographic will (testamento olografico) regulated by Article 602 of the Italian Civil Code. This is a will written, dated, and signed completely by hand (una scrittura privata interamente autografa) by the testator (il testatore). It may have addenda. However, the will and codicil with the latest date (il codicillo con la data più recente) is the valid one.

b) A public will (testamento pubblico) regulated by article 603 of the Italian Civil Code. This is a will written by a notaio (regato dal notaio) under dictation from the testator. After the dictation is finished, the notaio reads the will aloud to the testator and the witnesses (i testimoni) and writes the place and date (il luogo e la data). Then the notaio puts his signature together with that of the testator and the witnesses and also writes the time of the signatures.

c) A secret will (testamento segreto) regulated by article 604 of the Italian Civil Code. This is a will that could be written by a person different from the testator and it could be typed (batutto a macchina) or handwritten (autografo). However, in order for it to be valid under Italian law (ai sensi della legge italiana), after the will has been written, the testator must give it to a notaio in a sealed envelope (in una busta sigillata) in front of two witnesses (alla presenza di due testimoni). The notaio will then write all the formalities he witnessed on the envelope and signs and dates the envelope together with the testator and the two witnesses.

...This article will answer a few of the most common questions...and at the same time give an Italian version of the most relevant legal terms translators are likely to encounter...

Here is what is likely to happen in our case.

a) There is no will. The succession is called successione legittima familiare because it gives the relatives of the deceased the right to inherit the estate when there is no written will. In our case, the heirs are the surviving children, who are globally entitled to two-thirds of the assets (each is entitled to one-third of the estate), and the wife, who is entitled to another one-third. If the wife is no longer alive when the grandfather dies, the two children split the estate equally. If the children die before the wife, she inherits everything (eredita tutto il patrimonio), as long as the grandfather does not have any living brothers or sisters. The grandson only inherits the estate if all the above family members are deceased. If, however, the wife survives the grandfather and then passes away without living close relatives and without a will, her possession goes to the Italian State.

Continued on p. 16
b) The grandfather has a valid will. This is a bit complicated because under Italian law certain portions of the estate go to the testator’s relatives regardless of what the will says. The succession is called successione necessaria, and the part of the estate that goes to the various relatives depends on how many relatives survive the testator and how numerous they are. If the wife is the only survivor, she is entitled to one-half of the estate regardless of the content of the will. The other half of the estate will go to whomever the will designates. As matters currently stand in our case, the two children are entitled to one-half of the estate and the wife to another one-fourth. The wife also has the right to live in the house where the family resides. This is after all the expenses and debts, and all the estate taxes are paid. However, the grandson is entitled to receive the equivalent of a specific legacy (un legato testamentario) according to Article 588 of the Italian Civil Code, if the grandfather has mentioned it in his will. If the legacy is not written in the will, then he will not be entitled to any assets.

2) Can an American citizen living abroad challenge an Italian will?
If the testator has excluded (ha pretermesso) the above-mentioned living relatives, they can sue with a lawsuit named azione di riduzione, regulated by articles 553 to 558 of the Italian Civil Code. An Italian will can be challenged only in Italy. However, a foreign party does not have to travel to Italy in order to sue, since an Italian attorney can appear in court on his behalf (in suo nome e per suo conto).

I would like to thank my husband Peter A. Angelides for his help and support.

Notes
1. A notaio is a lawyer, similar to the British solicitor, who has passed a special state exam different from the Italian equivalent of the bar exam, but of similar importance, focused, among others things, on estate and probate matters.

References
Regardless of translators’ technical writing skills, they cannot take one of the most important steps needed to streamline a prolix, poorly organized document: improving the basic structure of the original document. In order to streamline, translators must accomplish the difficult task of applying general principles of economy, such as deleting meaningless words, avoiding redundancies, etc., in technical contexts by slogging through a document, identifying and rectifying the problems in each sentence, and cutting down the wordage wherever possible. (For an excellent discussion of this subject, see reference 1 at the end of this article.) Only through such endeavors can one assure the highest level of clarity for the intended reader. In this article, I will show how to apply general principles of concision in translating technical materials from English into Italian. (Note: Although the scope of this article is limited to English and Italian, many of the suggestions may also be useful for translators of other languages.)

As you most likely know, in order to achieve the objective of concision, you need an excellent background in technical English and Italian in your field of specialization (especially for the most technical problems of wordage), as well as the highest level of fluency in Italian. Often times, however, your chief asset lies in the ability to apply principles of logic. The following examples may help you a bit in learning how to proceed. I have used italics to highlight the terms under discussion.

Redundant Modifiers
The basic principle is: If the opposite of a modifier creates an illogical or absurd sentence, then the original modifier is not needed. A few examples follow.

1. “Check for proper operation of the device.”
Wordage-reproducing translation: “Verificare il corretto funzionamento del dispositivo.”
Since you would never direct someone to verify that the operation of a piece of equipment be improper, write instead “Verificare il funzionamento del dispositivo.”

2. “Verify that the system is properly installed.”
Wordage-reproducing translation: “Verificare che il sistema sia installato correttamente.”
See above. Simply write “Verificare l’installazione del sistema.”

3. “For support call your local authorized dealer.”
Wordage-reproducing translation: “Per richiedere assistenza rivolgersi al più vicino rivenditore autorizzato.”
Look it up in the dictionary. A dealer is an authorized person/organization, thus dealer implies authorized. Therefore, you can delete autorizzato.

4. “Lock the seal in position.”
Wordage-reproducing translation: “Bloccare la guarnizione in posizione.”
If the writer does not specify a particular position or way to lock the seal, the last two words say nothing. In such cases, you can delete in posizione.

...This basic principle is: If the opposite of a modifier creates an illogical or absurd sentence, then the original modifier is not needed...

Watch for every occurrence of words like any, specific, particular, and current. Two examples:

1. “The value entered for a particular parameter is not acceptable” (from a troubleshooting section).
Wordage-reproducing translation: “Il valore immesso per un particolare (or specifico) parametro non è accettabile.”
Try deleting particolare (or specifico) and re-read the sentence. The meaning has not changed.

2. In software translation, you may find countless occurrences of current. Consider this sentence: “Save the current setup using the Save button in the upper right-hand corner of the screen.”
Before writing “Salvare la corrente configurazione mediante...” ask yourself if the software gives the user the possibility of saving another setup (temporarily stored in an appropriate memory location) without displaying it. Most likely the answer is no, so in the majority of cases you should delete current.

Continued on p. 18
Repetitions in Consecutive Sentences

It is a very important stylistic rule of written Italian to avoid repetitions of words in consecutive sentences in informative writing (I am thus excluding repetitions which have a rhetorical purpose). English technical documents are full of such repetitions. The following examples may help you avoid reproducing them.

Opening lines of a section of a technical marketing brochure:

“Hand-held welding gun
This hand-held welding gun is compact, with ergonomic controls...”

Wordage-reproducing translation:

“Torrice portatile
Questa torrice portatile è compatta, dotata di comandi ergonomici...”

Rewrite as follows:

“Torrice portatile
È compatta, dotata di comandi ergonomici...”

Typical sentence from software documentation:

“Search Window
The search window is used to find...”

Wordage-reproducing translation:

“Finestra di ricerca
La finestra di ricerca viene utilizzata per trovare...”

Rewrite as follows:

“Finestra di ricerca
Serve a trovare...”

Typical procedure description:

“Printing the document
To print the document, proceed as follows:
1. <First step>
2. <Second step>...”

The whole second line says nothing. If you work with a translation memory system, you probably cannot delete a single line completely, but at least you can delete the most redundant part (that is, Per stampare il documento):

Unnecessary Explanations or Inflated Instructions

First, a nontechnical example (about condos; English and translation taken from a translator’s online newsgroup):

“Requests may be made by telephone, mail, or fax and will be processed on a first-come/first-served basis.” This statement was translated as “Le richieste possono essere effettuate per telefono, posta o via fax e saranno evase in ordine di arrivo.”

Besides merely duplicating the prolix structure of the English sentence, the translation adds further weight with its choice of bureaucratic, user-unfriendly terms (effettuate, evase). Read the sentence carefully; it simply says “Le prenotazioni possono essere fatte per telefono, posta o fax.”

Next, a few technical examples:

“The preamplifier circuitry increases the level of the signal before the signal is fed to the mixer circuit.”

Wordage-reproducing translation: “La circuiteria del preamplificatore aumenta il livello del segnale prima che questo sia inviato al circuito del mixer.”

First of all, circuitry means nothing more than circuiti, but even circuiti is superfluous, because a (pre)amplifier (electric, as is obvious in this case) is made of circuits. Second, by definition an amplifier increases the magnitude of an applied signal, thus you do not need aumenta il livello del segnale. Third, “is fed to...” means “è applicato...,” but in this case you can make the sentence even shorter by using inserire, which means to establish a functional connection. The restructured, leaner sentence reads All’ingresso del miscelatore è inserito un preamplificatore and contains only seven words in place of the 18-word English sentence.

Description of the control buttons of a piece of medical diagnostic equipment consisting of a detector ring that rotates while scanning a patient’s body:

“This button rotates the equipment clockwise or counterclockwise about [sic] the equipment’s axis of rotation.”

Wordage-reproducing translation: “Questo pulsante fa ruotare l’apparecchiatura in senso orario o antiorario intorno al suo asse di rotazione.”

The translation merely replicates the truism that a body rotates about its own axis of rotation, without giving any useful infor-
The ubiquitous *to access* (in Italian, *accedere*) creates elongated, bureaucratic-style sentences. Consider these instructions: “Open the cover panel *to access* the adjusting screw. Turn the adjusting screw clockwise to decrease the speed of...”

Wordage-reproducing translation: “Aprire il pannello di copertura *per accedere alla vite* di regolazione. Girare la *vite* in senso orario per ridurre la velocità...”

(The repetition of “vite” in the second sentence typically occurs when one blindly uses a translation memory system, translating segment after segment without looking at the whole paragraph.) Try this instead: “Aprire il pannello di copertura della *vite* di regolazione, quindi girarla...”

The following example illustrates how very simple instructions can be needlessly complicated by the writer:

*Line up key to holes in the device and push key in.*

Rather than translating “*Allineare la chiave ai fori* del dispositivo e *spingerla in dentro,*” just write “*Inserire la chiave nel dispositivo,*” thus giving the reader the same instruction in a simpler manner.

Note that the prolixity of much technical writing is inherent in its genesis. When writers who lack the necessary technical background and writing skills try to describe technical concepts that could be illustrated in straightforward ways, through simple pictures or equations, they often end up using several unneeded words or long convoluted sentences. Since in translation you must use words and cannot replace writing with pictures or equations, you need to think hard about streamlining the original sentence in order to produce a clear, concise translation. This process is not easy and may be very time-consuming, especially in the beginning, but the reward is great: offering your readers leaner sentences.

Nowadays, when we are all overwhelmed by a myriad of messages obscuring the truth—useful information buried in a cloud of (sometimes unintentional) prolixity—we have much to gain from century-old words on concise writing. In 1919, William Strunk, Jr. wrote an extraordinary 63-word essay entitled “Omit Needless Words.” His Rule 17 most elegantly conveys the value and beauty of concision: “Vigorous writing is concise. A sentence should contain no unnecessary words, a paragraph no unnecessary sentences, for the same reason that a drawing should have no unnecessary lines and a machine no unnecessary parts. This requires not that the writer make all his sentences short, or that he avoid all details and treat his subject only in outline, but that every word tell” (Ref. 2).

References

Fossil DNA, the Perfect Language, and the Internet

By Roberto Arcangeli (English translation by Anne Milano Appel)

We all know Snow White and the inevitable seven dwarfs, conceived by the brothers Grimm and immortalized by Walt Disney’s drawing pen. Not as well known to the general public is the fact that Jacob, one of the Grimm brothers, was also a distinguished linguist. In 1822, he developed the theory of “Lautverschiebung,” or the regular transfer of sounds among the various languages of Indo-European origin.

On the basis of this theory, philologists have been able to “reconstruct” ample segments of the ancient Indo-European language, the ancestral progenitor of almost all of the continent’s current languages...

On the basis of this theory, philologists have been able to “reconstruct,” with a process similar to that of a linguistic Jurassic Park, ample segments of the ancient Indo-European language, the ancestral progenitor of almost all of the continent’s current languages. By understanding the regular mechanisms by which progressive divergence of various languages has occurred, it has been possible to retrace the path of their evolution in reverse through the millennia. This process is not unlike one in which a television image is projected backwards, showing a thousand fragments of a vase shattered on the ground; instead of continuing to scatter in all directions, the fragments converge toward a single point until, miraculously, the vase reappears perfectly whole again on the screen.

Thanks to this process of reconstructing the linguistic “fossil DNA,” today we know many of the original Indo-European words from which the terms that billions of people speak each day are derived.

It has been a significant linguistic study, unquestionably carried out with scientific spirit and intent. Nevertheless, I am tempted to view it as part of a much broader pattern of Western culture, now thousands of years old, which attributes a negative value to linguistic diversity while attributing a positive value to the regular mechanisms by which progressive divergence of various languages has occurred, it has been possible to retrace the path of their evolution in reverse through the millennia. This process is not unlike one in which a television image is projected backwards, showing a thousand fragments of a vase shattered on the ground; instead of continuing to scatter in all directions, the fragments converge toward a single point until, miraculously, the vase reappears perfectly whole again on the screen.

Thanks to this process of reconstructing the linguistic “fossil DNA,” today we know many of the original Indo-European words from which the terms that billions of people speak each day are derived.

It has been a significant linguistic study, unquestionably carried out with scientific spirit and intent. Nevertheless, I am tempted to view it as part of a much broader pattern of Western culture, now thousands of years old, which attributes a negative value to linguistic diversity while attributing a positive value to the regular mechanisms by which progressive divergence of various languages has occurred, it has been possible to retrace the path of their evolution in reverse through the millennia. This process is not unlike one in which a television image is projected backwards, showing a thousand fragments of a vase shattered on the ground; instead of continuing to scatter in all directions, the fragments converge toward a single point until, miraculously, the vase reappears perfectly whole again on the screen.

Thanks to this process of reconstructing the linguistic “fossil DNA,” today we know many of the original Indo-European words from which the terms that billions of people speak each day are derived.
called “Ars Magna.” Lullo used nine letters for his language, to which corresponded nine divine dignitaries or absolute principles, nine relative principles, nine subjects, nine questions, nine virtues, and nine vices. Then he took his project and went to the Arabs to convert them to the Christian faith and to his perfect language based on combinations of the number nine. The Arabs, who were very gifted in mathematical sciences, did not appreciate his attempts and stoned him to death in 1316.

In the centuries that followed, many other great men were drawn to the subject, including philosophers such as Thomas Moore, René Descartes, and Gottfried Wilhelm Leibniz, but the one who undoubtedly had the most success was a Polish optician of Hebrew origin, Lejzer Ludovik Zamenhof, the creator of Esperanto.

Despite the fact that Esperanto is studied and known by many in the world, it never became a universal language capable of bringing peace and brotherhood to all peoples as its creator had hoped.

If anything, it is English which, following the wave of American economic and cultural domination over the last 50 years, is becoming a kind of universal linguistic passe-partout, aided by modern means of communication which are now present in every home and in every mind. But as was the case with Greek in Homer’s world and Latin in the time of the Roman Empire, it is a language imposed for economic, political, and military reasons, to be superimposed on one’s “own” language in order to facilitate communication with strangers and foreign powers. Even where Latin became so deeply rooted as to supplant the original language, the process of linguistic differentiation was immediately begun again as soon as the central power, which was the cause and support for the imperial language, began to decline. In fact, Latin’s linguistic Diaspora gave rise to French, Italian, Spanish, Portuguese, and Rumanian.

But must the differentiation among languages really be considered a curse upon the human race, an original sin without pardon, a hereditary defect which genetic engineering cannot remedy? Is the translator truly a necessary evil soon to be rendered superfluous by modern technology and ousted from his role as ferryman, plying between shores of understanding, and the exclusive guardian of the narrow opening in the wall of incomprehension?

I don’t believe it for a minute. Linguistic diversity is not exclusive to human beings. Ethologists studying animal behavior are well aware that all species of animals endowed with a sufficiently evolved form of vocal communication “speak” different languages, according to the geographical areas in which they are located or the subspecies to which they belong.

It is precisely this consideration that suggests to me the Dar-

Continued on p. 22
winist significance of language: language understood as a powerful instrument of natural evolution. We do not speak different languages and dialects purely because of an intellectual whim or a congenital defect of our mental configuration. We do so because the natural and social environment that surrounds each of us, every human group whether great or small, is continually changing. It is constantly posing new challenges and new questions, continually putting forward new living or inanimate subjects to classify, identify, and describe, and forever presenting us with new ideas to convey and new experiences to recount.

This entire changing universe which surrounds us must be “translated” into words (we are therefore all translators, in a broad sense). Since the objects to be described are continually changing, our language must be equally flexible and creative, so that the linguistic instrument through which we convey our surroundings to others does not become quickly obsolete and inadequate. It is a kind of adaptation to the environment (not only to the natural world, but to the social, economic, psychological, and political environment as well) comparable to genetic mutation, but occurring a thousand times more quickly.

The capacity to adapt to the environment, both material and non-material, has been the keystone to the success of human evolution. The ability to evolve and modify one’s language has been one of the fundamental factors of our extraordinary biological success.

As is always the case in nature, for every benefit there is also a price to pay. If, for example, the penalty for the increase in cranial capacity which enabled humanity to develop a superior intelligence was the human female’s complicated labor and a childbirth mortality rate infinitely greater than that of females of all other species of mammals, so the consequence of the extremely rapid adaptation of oral communication and the complex originality of languages and dialects has been a growing difficulty in understanding “others.”

Certainly it is frustrating not to understand someone. To be sure, it generates impulses of distrust, hostility, and arrogance in the human spirit. In fact, the ancient Greeks called foreigners “barbarians,” a term which derived from mimicking the strange languages which were reduced to an incomprehensible “ba...ba...ba” (the origin of the word). From that point it was a brief step to considering them underdeveloped creatures, sub-humans who were not endowed with a level of civilization comparable to theirs. Not only a brief step, but a tragic one.

But if the complex and stately mechanisms of evolution decided that it was worth paying such a high price to have linguistic flexibility and adaptability, it means that in the debit/credit balance sheet of evolutionary accounting the benefits outweighed the disadvantages.

If the cultural tendency to want to see only the negative aspects of linguistic diversity has taken hold over the centuries, and has persisted in pursuing an improbable and chimerical perfect language, it is probably because it is part of human nature to always emphasize the negative side of things rather than the positive, to accentuate differences and overlook similarities, and to view the characteristics of other eras as better in comparison to those of one’s own time—like the neighbor’s famous grass which is always and irremediably greener.

So that, rather than try to manufacture artificial languages in the alchemist’s shop, the formula to exorcize mutual incomprehension should be a higher level of education available to everyone, especially the children of the third world. An education that teaches everyone the basics of one or two foreign languages, so that everyone on the planet can understand one another, at least on a colloquial level. Toward this end, the Internet will be shown to be a fundamental factor in the following decades.

As far as higher levels of communication are concerned (literary works, scientific texts, technical manuals, legal documents, etc.), today and tomorrow, just as it was yesterday, the only suitable answer is to entrust them to the knowing art of the translator.
Although several universities in Germany offer undergraduate programs in translation and interpreting, according to university graduates who attend the various workshops organized by the German Interpreters and Translators Association (hereinafter referred to as BDÜ), very few universities provide practical training in court interpretation. Instead, the emphasis is reported to be on European and international law. In addition, course materials for translation and interpretation exercises in these programs are selected by instructors who themselves are rarely active as court interpreters.

In Hamburg, an excellent external program was initiated some years ago by UniTrain Verein für wissenschaftliche Weiterbildung e.V. to prepare candidates for an examination in court interpreting and translation. Those passing the exam were then entitled to be sworn in as interpreters/translators by the respective authority in Hamburg and to be placed on the court rosters of translators/interpreters. A similar program was recently established in Magdeburg.

However, there are currently no undergraduate or graduate programs for translators or interpreters in the state of Hessen. Instead, there is a State Board of Examinations for Translators and Interpreters, which offers a difficult written and oral examination; candidates must be able to interpret and translate into and out of both languages. The interpreting exam is offered in 18 languages and candidates who pass are eligible to become sworn interpreters in Hessen.

However, the pool of court interpreters is much wider. Until a few years ago, anyone with an exotic language (a language for which neither a diploma nor a state examination is offered) was able to be sworn in and added to the roster on request. Moreover, judges are free to choose interpreters as they please, and can then administer an ad hoc oath of office to them at the beginning of the trial. Each of the regional courts has its own official list of interpreters who have been sworn in by the President of the Regional Court (in Bavaria and elsewhere such lists are kept by the Ministry of Justice on a statewide basis).

In practice, however, each court office compiles its own list over the course of time. Generally, so-called sworn interpreters (who have to meet certain qualifications) are given preference, but other factors, such as distance of the court interpreter’s office/residence to the court in question, availability, and (it is to be hoped) reliability are also taken into consideration. The official policy of the courts, based on a survey conducted of about 200 courts in Hessen, is to summon interpreters personally and to use agencies only for “exotic” languages. Unfortunately, actual practice is different. In some cities, for instance, certain agencies more or less have a monopoly on the supply of interpreters and translators, except where judges have established good working relationships with individual interpreters. Agencies are not subject to any particular requirements with regard to the selection of interpreters. It is merely assumed that the interpreters supplied are qualified, but there is no established system for checking their qualifications. The general assumption is that if they are native speakers of an exotic language, they are automatically qualified to interpret in court.

...The general assumption is that if they are native speakers of an exotic language, they are automatically qualified to interpret in court...

**Becoming a Sworn Interpreter in Hessen**

The Ministry of Justice last revised the regulations pertaining to the general oath of office for interpreters and the certification of translators in 1994. The requirements for being sworn in as an interpreter are described below.

**Business Address.** For the time being, the interpreter must have a business address within the state. This requirement will probably have to be dropped in the near future, due to EU regulations pertaining to the freedom of movement of workers.

**State Examination.** Interpreters must have passed a state examination as an interpreter in Germany, unless a foreign examination or diploma has officially been recognized as being equivalent to this state examination. Hessen is one of six states currently offering an external state examination for translators and interpreters, primarily because there are no universities in the state with the requisite undergraduate or graduate programs. Nowadays, candidates must first pass the state examination as a translator or have an approved German or foreign

*Continued on p. 24*
university diploma in translation prior to taking the examination for interpreters. The regulations for swearing in interpreters do not stipulate that candidates need to pass the examination in the subject area of law. The Hessian state examination, which has been revised repeatedly with the assistance of qualified members of the profession and the BDÜ, has a strong practical orientation.

For candidates with languages for which no state examination is offered in Germany, a procedure has been developed in cooperation with the State Board of Interpreters and Translators (Ministry of Education, Cultural, and Church Affairs), for assessing their language and, to a limited degree, interpreting skills.

Age. Interpreters must be at least 18 years old.

Personal Reliability. A police clearance certificate is requested of all candidates. In addition, non-EU candidates must prove that they are in possession of the requisite residence and work permits.

Once the above requirements have been met, the President of the Regional Court swears in the interpreter. Subsequently, the interpreter is entitled to call himself a “generally sworn interpreter of the...language(s) for the courts and notaries in the state of Hessen.” An interpreter is not authorized to certify the correctness or completeness of a translation prepared by him, as this is reserved for certified translators. Each interpreter receives a certificate confirming that he has been sworn in for the purpose of being able to produce this certificate on request. Technically, this would be one way of checking the qualifications, albeit indirectly, of court interpreters, but rarely do judges ask for proof. Notaries, on the other hand, are usually more cautious when calling upon the services of an interpreter.

By now, those of you from California, New York, New Jersey, or Washington State are probably shaking your heads in dismay because you have noticed the flaws in the Hessen system. The regulations for swearing in interpreters do not require candidates to prove any knowledge of the law, courts, or legal systems. This deficit is one that the BDÜ has been working hard to fill for many years now.

Criminal Courts

Examining Magistrates

At a very early stage in the process, namely when the Office of Public Prosecutions decides that there is enough evidence against a suspect, the suspect is brought before the examining magistrate, who then decides on whether to issue a bench warrant for the suspect’s arrest or not. This must happen within 24 hours of a suspect being detained by the police. In Germany, the police conduct investigations under the guidance of the Office of Public Prosecutions at the Regional Court.

Interpreters are called upon by the police for the interrogation of foreign suspects, but they are not necessarily subject to the same requirements as sworn interpreters. Speed is of the essence here. When the suspect is brought before the examining magistrate, an interpreter must be on hand. An attorney, provided the suspect has one at this time, will also sometimes be present. In practice, it is up to the police to ensure that the interpreter who was present during the interrogation also appears at this hearing on the bench warrant. A court-appointed defense attorney will be provided for the trial once the indictment has been served upon the defendant, if defense counsel is necessary (§ 140 StPO) and if the defendant still does not have an attorney of his own. The defense counsel named by the defendant will then be appointed. In practice, a “public defender” is appointed prior to the first habeus corpus proceeding, after the suspect has spent three months in detention pending the investigation.

General policy in Hessen is to choose a different interpreter for the trial, the rationale being that the interpreter will then not be influenced by any previous contact with the case. In practice, this only applies to cases involving languages like French or English, where the pool of interpreters is large enough. Otherwise, the same interpreter is likely to be involved in all stages of the proceedings, and will also be asked to translate the indictment.

Criminal Courts

Criminal courts are responsible for criminal matters, i.e., cases against one or more defendants accused of committing an offense, which can be a Verbrechen (crime) or Vergehen (misdemeanor). Verbrechen are punishable with imprisonment of not less than one year, while Vergehen are punishable by a fine or imprisonment of less than one year.
For minor misdemeanors, the court of first instance will be the local court, consisting of a professionally trained judge, a prosecutor, a court clerk to take notes and otherwise assist the judge, and possibly a defense attorney. There is no court reporter, so the proceedings are not recorded word-for-word. (This is probably one of the reasons why the courts have been able to avoid insisting on qualified interpreters in every case.) There is also no jury. The judge runs the trial; he asks most of the questions and dictates a summary of the testimony or other results to the clerk. Occasionally, a statement made by a witness or the defendant will be dictated for the record word-for-word. Witnesses are not sworn in prior to testifying, but may have to swear to the truth of their testimony after the fact if requested by any party to the proceedings. (However, they are warned ahead of time of the penalties for perjuring themselves.)

In all other cases the judge will be assisted by lay judges. These consist of German citizens in good standing selected from a list of lay judges proposed by a committee. They do not have any legal training, but have the same right to ask questions that judges do during the trial and equal votes regarding the judgment.

See Figure 1 for an outline of the courts and courts of appeal for various types of offenses:

German law also distinguishes between young persons (14-18 years) and young offenders (18-21 years at the time of the crime), and in certain cases, the trials will be held before a juvenile court judge instead of a criminal court judge.

Other Courts

Courts for which interpreters are summoned and paid by the court in Germany are:

Continued on p. 26
The Challenges of Working as a Court Interpreter in Germany

- Labor courts (Arbeitsgerichte)
- Social courts (which govern matters pertaining to social security and unemployment insurance)
- Administrative courts (cases involving asylum-seekers form the bulk of the work here)
- Family courts (domestic issues)

Another court that requires the services of interpreters is the Federal Patent Court based in Munich. In civil cases involving corporations, however, the parties are responsible for hiring and paying for their own interpreters. Here, interpreters have the possibility to negotiate their fees without recourse to the Gesetz über die Entschädigung von Zeugen und Sachverständigen (ZSEG), the act pertaining to compensation for experts and witnesses.

Notaries

Notaries are qualified and practicing lawyers who are appointed for life to act as a notary. Notaries require sworn interpreters because they draft and authenticate contracts of all kinds, including articles of incorporation and other documents where the parties may be foreigners. Documents authenticated by them may be produced in court or elsewhere as evidence. Notaries also serve as depositories for the original copies of all public documents they draft. Notaries are generally more careful about whom they employ, and are more willing to provide drafts and other information ahead of time.

Role of the Interpreter

Status

Germany is a country of immigration, although many German politicians still do not wish to accept this fact. The list of languages for which the (minimum) rates for court translations and interpretations are set covers 46 languages, ranging from Albanian to Wolof. There is a large demand for qualified interpreters, but because many persons without any training whatsoever are allowed to work as interpreters, merely because they speak German and their native language, the status of court interpreters in court is generally pretty low. Individual interpreters having a thorough knowledge of not only the languages involved but also the law and court systems, and who are able to provide simultaneous interpretation, have an obvious advantage once hired. Unfortunately, an issue that has become increasingly important in recent years, due to the influx of large numbers of migrants and other pressures, is the fee paid to interpreters and expert witnesses. Also, the ability to come to court at a moment’s notice is sometimes just as important, in the eyes of the court, as having the requisite skills and capabilities. Outside of court, the status of court interpreters tends to be higher, because people automatically assume that they are familiar with the court systems of both countries, the laws, the terminology, and so forth.

Techniques

The techniques required of interpreters are simultaneous interpretation into the defendant’s language (“whispering”), consecutive interpretation, and occasionally sight interpretation. As a rule, there are no microphones or other technical aids for the interpreter, except in major cases involving multiple defendants (with or without different languages), although some of the newer courtrooms now have one or two rooms with proper facilities. Generally, the interpreter sits in the defendant’s box next to the defendant during the trial, which, in my opinion, has a negative impact on how the judge and public prosecutor see the interpreter. The defense counsel is normally seated behind the interpreter, making hearing somewhat difficult.

Working Conditions

As a rule, interpreters are not given any information whatsoever about the trial ahead of time, other than that contained in the summons, (the name of the defendant, a brief designation of the crime, the case number, the court, and the date and place of the hearing). The case number occasionally discloses more information to experienced interpreters. Frequently, the indictment will have been translated by somebody else, so interpreters are unable to take advantage of this opportunity to familiarize themselves with the case. Generally, vague responses are given in answer to questions for more information about the case, except possibly in the case of medical evidence. Nevertheless, it is always a good idea to try to obtain more information ahead of time. Once interpreters have established a reputation for being reliable, there is more willingness to provide such additional information. The biggest drawback to this system is that a young interpreter does not have enough input to decide whether to accept or reject the assignment.
Additional information can be found on the wall outside the room where the hearing is scheduled to take place, such as the name of the judge(s), lay judges (if any), defense counsel and prosecutor, and how much time has been allotted for the hearing. In Germany, a major trial may last many months, because the court will only meet twice or three times a week in one particular case. In major cases, however, interpreters are usually informed of the scheduled dates ahead of time. It is legitimate to ask for a copy of the indictment just before the hearing begins. The judge or defense counsel will occasionally have a written translation of the indictment.

Unless the defendant or his counsel protests, English interpreters frequently have cases involving African defendants from countries where English is an official language. They can also face a situation where the defendants may be able to speak some English, but not be able to understand the legal concepts or English legal terminology, unless the interpreter adjusts the register accordingly. (The same applies to French and Francophone Africans and, for example, to different dialects of Chinese). To adjust the register, the interpreter will have to determine, in the space of a few minutes, how much English the defendant understands if given the opportunity to do so.

However, the question of whether an interpreter is permitted to adjust the register is controversial. The conventional opinion held by many qualified court interpreters is that the interpreter may not simplify the language, and must maintain the original register and terminology used, while others insist that the foreigner must be given the chance to understand what is happening. Qualified interpreters will also interpret everything, although until fairly recently the German courts were of the opinion that this was not necessary or required, and that it was sufficient to simply provide the tenor of the indictment, the testimony of any witnesses called, the judgment, and the main grounds for the judgment.

A breakdown in communication due to the different sociocultural backgrounds of the players (e.g., judge/foreigner) is fairly common. One reason is that judges tend to express themselves in ways that cannot necessarily be understood by persons without any legal training, so a foreigner will have difficulty understanding the interpretation of the indictment even if it is impeccable. Or the defendant does not understand or misunderstands the procedure of German courts (e.g., formal questions by the presiding judge, such as “Do you wish to make a statement and answer questions concerning the charges levied against you?” or “Do you want the witness to swear to his testimony?”). In this situation, the interpreter should give a brief explanation, but only after informing the judge of this intention.

There are other situations which also make it necessary for an interpreter to intervene if he has the requisite knowledge. However, the interpreter must first ask the court if an explanation is desired, then inform the defendant, and finally provide a succinct explanation to clarify the misunderstanding.

The interpreter’s task is often made more difficult in situations where the judge has learned English and/or French at school, and thus tends to monitor the production to check his understanding of the vocabulary. The judge might occasionally even address a foreigner directly, and then interpret the question and answer to others present.

The interpreter might be called upon to interpret for two or more defendants, involving simultaneous interpretation, and then interpret the defendant’s responses consecutively. The testimony of witnesses is again interpreted simultaneously, which can mean having to change register very quickly, or having to deal with legal or other specialized terminology. Interpreting is a very taxing activity, and so interpreters must insist on breaks.

Another problem is the way the judge or others address questions to the defendant or to non-German witnesses. Instead of asking direct questions, such as “Where were you last night?” they will say: “Ask him where he was the night before.” It is up to the interpreter to suggest that the questioning would proceed faster and more smoothly if direct questions were asked.

Very few courtrooms in Hessen today have facilities for simultaneous interpretation. For example, there are currently none in Wiesbaden (270,000 inhabitants). Most of the court buildings are old and the acoustics are bad.

Sometimes there will be more than one interpreter in more than one language, and they will have to try not get in each other’s way.

A foreigner who does not understand German is entitled to have the court’s written judgement translated

Continued on p. 28
The Challenges of Working as a Court Interpreter in Germany Continued

into a language that he understands, but general practice is to interpret the judgment rendered, as well as the main grounds for this judgment.

Under German law, a foreigner does not have any right to a written explanation of the appeals in his native language. However, there can be legal consequences to this, so the courts try to avoid problems by allowing the interpreter to interpret the notice of appeal or the main points after the verdict has been given, with or without the presence of the judge(s). Very few of the standard forms have been translated into other languages.

The Role of the BDÜ

One of the major roles of the BDÜ has been to conduct various seminars and workshops, usually on a local/regional level, to provide further training to interpreters. One of the best attended seminars recently was with the local police in Frankfurt. In the past, there have been many seminars dealing with the subject of legal translation. In fact, the BDÜ played a crucial role in the development of guidelines on the preparation of certified translations, which were adopted by the Hessian Ministry of Justice. On February 16-17, 2001, Hessen will hold a meeting for court interpreters to discuss issues of ethics, as well as what judges expect and what defense attorneys want. There will also be a lecture on the written translation of legal texts out of German. There have also been a number of national conferences for court interpreters and translators. The next conference will be held at Nuremberg on November 6-7, 2000, in conjunction with an event honoring the role of the interpreters in the Nuremberg War Trials.

The BDÜ has also been active in trying to improve the working conditions and the wages of translators and interpreters by providing its input to revisions of the respective laws governing how interpreters and translators are paid. The BDÜ has also attempted to establish guidelines for court interpreters covering the acceptance/rejection of an assignment, preparation, working conditions, selection of techniques, and content. These proposed guidelines were drafted by Dr. Christiane-Jacqueline Driesen of Hamburg and were first published in the BDÜ’s journal, the MDÜ, in the November/December 1989 issue, but they have not been officially accepted. Another attempt will be made in the fall of this year.

The BDÜ works closely with the majority of the universities and colleges as well, for example, by providing instructors for certain subjects or by inviting students to attend workshops. However, more needs to be done, not only by the BDÜ, but also by individual interpreters.

References


Driesen, Dr. Christiane-Jacqueline, “Vorschläge für die Erstellung von Richtlinien für das Dommetschen vor Gericht,” in MDÜ Nr. 6 (November/December 1989, pp. 7-9.)


Seminar-Mappe, 5. völlig überarbeitete und erweiterte Auflage, Juni 1995, Berufsgruppe “Öffentlich bestellte bzw. vereidigte Dommetscher und/oder ermächtigte Übersetzer” im Bundesverband der Dommetscher und Übersetzer e.V. (BDÜ), Landesverband Saar e.V.

Survey conducted by Barbara Mueller-Grant and Paul Fischler regarding the practice of summoning interpreters and translators through agencies by the courts in Hessen in October/November 1998.
When I started working as a translator in 1986, “proofreading” and “editing” were words mostly unheard of in the Italian translation market. Most of us typed our translations using manual or electronic typewriters that would allow us to save and possibly spell-check or edit only a limited amount of characters. Those translation tools considerably limited our ability to make changes once the words had been written.

In a few years things changed considerably. With the advent of the first computers, we realized that we were at liberty to change a term or to rephrase sentences without having to spend the night retyping the whole document.

My partner and I, running a small translation company in northern Italy and still not aware of concepts like “proofreading” and “editing,” established a routine that included “reading together” every translation or project that was particularly complex or was meant for one of our best clients. One would translate the job, then we would sit down together to read and discuss it sentence-by-sentence. We looked for missing words or sentences and typographical errors, and checked comprehension, terminology, consistency, and style. Our small turnover made it possible to spend quite a lot of time on that, and to deliver more accurate translations that made our Italian and international clients very happy. The routine we had implemented, based on commonsense, turned out to be a very valuable and useful tool for training other translators as well, and in time became an established, much more refined proofreading and editing procedure.

Some Definitions

Nowadays, editors are in big demand in the Italian translation industry, and almost no translation company would simply take a text from a translator and deliver it to the client without at least proofreading or editing it. Nonetheless, editing is a very broad concept worth discussing in detail so as to prevent misunderstanding and unpleasant surprises. Based on my experience, the process can involve several levels depending on the time and price framework and company policies, which usually require the work of only one or two people (the proofreader and/or the editor).

**Proofreading:** Involves looking at alphabetical errors, format, numerical sequences, and typographical errors.

**Comparison proofreading:** Involves looking at added or omitted words/sentences, alphabetical order, format, numbers, numerical sequences in numbered lists, and typographical errors.

**Language editing:** Involves looking at abbreviations and acronyms, capitalization, consistency, grammar, general style, meaning, punctuation, register, syntax, spelling, subject/verb and pronoun agreement, tense sequence, and again typographical errors.

**Technical editing:** Involves looking at all technical aspects, such as a company’s preferred terminology, or terminology research and units of measurement.

...The routine we had implemented, based on commonsense, turned out to be a very valuable and useful tool for training other translators...

**Copywriting:** Usually required in the advertising and marketing business, and involves the work of a copywriter who will adapt the text for the Italian market in a post-editing stage.

**Time, Money, and Expectations**

Besides these general definitions, there are several aspects which I consider important for editing: time, money, and expectations.

**Time:** The time required to edit a translation can vary widely based on several factors. This is why I consider editing by the word a sort of risky business, unless it is done in ongoing projects and when working with translators whom the editor is familiar with. Time for editing is always scant and should be carefully planned by the project manager. I consider 1,500-2,000 edited words per hour a good rough estimate for Italian, and use it as a reference to plan my work.

**Money:** How much is a translation company/client willing to spend to have a translator’s work edited? If they work on a tight budget and strive for competitiveness more than quality, the answer is not much. Conversely, if your client is aware of the difference...
editing can make in terms of quality and a company’s image, he or she may be willing to spend more.

Expectations: A frog can only turn into a prince in fairy tales. In reality, despite one’s efforts, a good editor sometimes can only improve a bad translation to a certain extent. Before editing, always try to understand exactly what the client expects from you. If the file announced as a simple, general description translated by a knowledgeable professional turns out to be a nightmare project full of mistakes, do not hesitate to contact your client and explain the situation before going ahead. This will help you decide what to do, and will spare you some headache in the billing stage.

Who qualifies?
In my opinion, editors should be excellent, knowledgeable, native-speaking professionals, well-experienced in the field they are expected to edit, with an eye for details and consistency, and have the ability to make quick and defensible decisions. They should know what to look for, and be humble enough to accept that they can’t rephrase every single acceptable sentence just because they like it better the other way round. As far as I know, there is no such thing as a course that you can take to become an editor of Italian translations. Most editors learn their job by working in the field, starting as in-house translators and acquiring the necessary skills by working side by side with fellow senior translators/editors and clients. I believe the feedback one receives from both sides is invaluable to provide a climate of mediation between these two very different worlds. Most translators provide very good translations, and can make your editing job much easier if you just learn how to deal with and respect them. Sometimes they just tend to underestimate a “missing link,” such as the link to the client who expects his preferred terminology and style to be followed rather than re-created. Most clients would be very willing to help, if they just understood that having that list of terms approved by their Italian branch can make the difference between an excellent and an inaccurate translation.

The editor is the last link of a long chain and should be chosen carefully, but careful project management is essential to start on the right foot. Choosing the right translator, providing a glossary and/or a list of preferred terminology and style, asking and getting feedback from the client, and passing all this information to the editor is the key to success.

How to Choose (For Translation Companies)
If you are a translation company looking for an Italian editor, carefully evaluate the qualifications of your candidates and your client’s expectations. A detailed résumé can tell much about the editor’s work experience, but checking the references is sometimes more useful. Choose the right editor for the job. Test new editors on short assignments to evaluate their performance for larger projects and get feedback from your client.

Make sure the editor has at least most of the characteristics I indicated in the “Who qualifies?” section above, and knows the subject field. Stay away from those who can edit in all fields, don’t know exactly what editing means but promise to do their best, and can’t remember the last time they went to Italy if they live abroad. There are only a few similarities between English and Italian. Loan translations, awkward syntax, and incorrect terminology can be an easy pitfall for Italian translators and editors who are rarely exposed to their mother tongue in their native country. On the other hand, they might have a better knowledge of the English language and culture. Try to leverage all these aspects.

Don’t be disappointed if the edited translation is very similar to the original one. In most cases, this simply means you chose a good, professional translator.

How to Edit (For Italian Editors)
Most of you know exactly what to do. These are just a few tips based on my experience (Also see “Some General Tips for Editing” on pages 31, 32, and 33).

• Discuss time, money, and expectations with your client. In most cases, what they expect is comparison proofreading, plus language and technical editing. Adaptation by a copywriter involves a further stage and additional costs. Ask precise questions, if necessary, and expect precise answers.

Continued on p. 32
Some General Tips for Editing Italian Translations

**Acronyms**
Acronyms do not always remain the same in Italian. Look them up in special dictionaries or on the Internet. If there is no corresponding Italian acronym, explain the meaning in parenthesis, if applicable.

**Examples**
- English <U.S.A.> - Italian <U.S.A.>
- English <WHO> - Italian <OMS>
- English <F.D.A.> - Italian <F.D.A. (Ente statunitense competente in materia di cibi e medicinali)>

**Accents**
Do not use the apostrophe instead of the accent, and check for the appropriate accent of the letter "e."

When using "è" (third singular person of the verb to be), "caffè", but "perché, poché, benché, né"

When using a reflexive pronoun "sì" (affirmative answer)

Pay attention to words that may be confused. "da" (preposition) <dà> (third singular person of the verb to give)

Some words never have an accent. blu, fa, fu, qua, qui, sta, sto, su.

**Capitalization**
Italian has a less widespread use of capital letters than English. As a general rule, only the names of persons or places, and the first letter of a sentence should be capitalized. Do not capitalize common names of machines, devices, or equipment, as it is often the case in English.

Capital letters are used in captions (Figura 1, Tabella 5), but not used when referring to manuals, chapters, and figures that are not generally preceded by an article.

Do not capitalize letters in Italian:
- after a colon or a semicolon
- in names of languages and nationalities
- of days of the week, months

**Company Names**
The use of the article before company names is discretionary with a tendency to omit it. Despite this, some major Italian companies are always referred to with an article.

**Date and Time**
In Italian, hours and minutes are expressed in the 24-hour format, separated by a period.

The standard Italian date format is different from the American one. 12.3.2000 means March 12, 2000 in Italian and December 3, 2000 in American English.


**Numbered and Bullet Lists**
Numbered and bullet lists are usually introduced by a main clause (complete or incomplete sentence) ending with a colon. The first word of each item after the colon is not capitalized.

Items made of words and not forming a complete sentence are listed in succession without punctuation. The last item terminates with a period.

Items forming a complete sentence are listed in succession separated by a semicolon.

**Examples**
- English <The XX 2000 Transport Incubator is a revolutionary new machine...> - Italian <L'incubatrice portatile XX 2000 è una macchina rivoluzionaria...>

Consultare il manuale "Uso e manutenzione di XX". Fare riferimento al capitolo "Manutenzione". Vedere la figura 1 (or fig. 1) a pagina (or pag.) 26.

- • Le caratteristiche sono: velocità, prezzo ecc.
- • inglese, francese, italiano
- • lunedì, marzo.

**Examples**
- English <8:15 A.M.> - Italian < 8.15>
- English <8:15 P.M.> - Italian <20.15>

US format: "mm-dd-yy"
Italian format: "dd-mm-yy"


**Examples**
- Gli aspetti principali da considerare sono:
  - tempo
  - costo
  - livello di qualità.

Per evitare ritardi nelle consegne si prega di rispettare la procedura seguente:
  • verificare la disponibilità del materiale a magazzino;
  • verificare con l’incaricato la fattibilità del progetto;
  • monitorare costantemente lo stato di avanzamento del progetto.
Numbers
While English uses a period to express a decimal point, Italian uses a comma.

As a general rule for numbers, a period in English corresponds to a comma in Italian and vice versa.

Punctuation
Punctuation marks immediately follow the word and are not preceded by a blank space.

An ellipsis is indicated by three dots.

Words or sentences in parenthesis are not preceded nor followed by blank spaces. The period is always placed outside.

Exclamation marks are quite rare in Italian, especially in technical documentation, and should be omitted.

Standard Translations, Abbreviations, and Symbols
This is a list of terms appearing in most technical documentation for which an official Italian translation already exists.

Examples
English <1.5 miles> - Italian <1.5 miglia>
English <2.5 hrs> - Italian <2,5 ore>
English <15,000 $> - Italian <15.000 $>

Examples
Leggere attentamente le istruzioni, aprire la confezione e verificare che contenga il materiale richiesto, i ricambi concordati, il tagliando di garanzia.
Avete letto attentamente le istruzioni?
Disse che me lo avrebbe detto dopo…
Fare un elenco del materiale (viti, dadi, chiavi).

English <Caution!> - Italian <Attenzione>
English <Cannot read from disk!> - Italian <Impossibile leggere il disco.>

Examples
Best before = Scadenza / Scade: / Da consumarsi Preferibilmente entro: (food)
Caution = Attenzione
Danger = Pericolo
Important = Importante
Instructions for Use = Istruzioni per l’uso
Note = Nota
Notice = Avviso
Precautions = Precauzioni or Avvertenze (medical)
Use before = Scadenza (medical)
User’s manual = Manuale d’uso
Warning = Avvertenza

Abbreviations usually end with a period. Do not use a period after the abbreviations of meters, centimeters, and millimeters. The abbreviation always follows the number separated by a blank space.

This is a list of common abbreviations.

Ecc., cad., tot.
5 m — 33 cm — 120 mm

Eccetera = ecc.
Figura = fig.
Figure = figg.
Numero = n° or n.
Ora = h
Pagina = p. or pag.
Pagine = pp. or pagg.

Most special symbols used in English technical documents should be localized in Italian.

• Make a copy of the original translated file(s). In the end you can compare the files for a clearer overview.

• Keep track of the actual time spent, even when you do editing by the word.

• Make sure to go through all the requested items. If necessary, make a list and check them off.

• If you and your client agree that the time available is not enough, draw a priority list including all the items that must be absolutely checked or edited. Look for the kind of errors the client or reader is most likely to catch in the places where they are most likely to be found: titles and headings, captions and tables, the header and footer, text in capital letters, the first and last line of a page or paragraph. Check all the items in the table of contents against the individual headings for chapters and paragraphs.
Some General Tips for Editing Italian Translations Continued

Units of Measurement
Units of measurements should be localized unless indicated otherwise. Most Italian readers are not familiar with miles, yards, ounces, feet, etc. Refer to a good dictionary or official conversion tables to the metric system (MS), or ask the client to provide the corresponding value agreed upon with their Italian branch or distributor.

Examples
- English <The building was 100 yards away>
- Italian <L’edificio era a circa 100 metri di distanza>

Style
These are some very general rules for style:

- English headlines with a gerund are usually translated in Italian with a noun or a phrase. The English possessive often sounds redundant in Italian.
- The infinitive form of the verb is normally used in technical documentation.
- The second plural person is used in less formal documents and advertising. Avoid using it in manuals or instructions, if not specified by your client.

Examples
- English <Installing your new cabinet>
- Italian <Installazione dell’armadietto> or <Come installare l’armadietto>
- English <Carefully read the instructions before use>
- Italian <Leggere attentamente le istruzioni prima dell’uso>
- English <Come and try our new XXX…>
- Italian <Venezite a provare il nostro nuovo XXX…>

Short sentences are perfect for technical descriptions. Avoid using too many of them in general or medical descriptive texts.

Examples
- English <In many ways the acute elderly ill resemble patients at the opposite end of the age spectrum, i.e., the pediatric population. Frequently at initial presentation an obvious aetiology is lacking. Examination findings are often nonspecific and may or may not be useful.>
- Italian <Sotto molti aspetti gli anziani con patologie acute assomigliano ai pazienti di età diametralmente opposta, vale a dire alla popolazione pediatrica. Frequentemente alla presentazione iniziale manca un’eziologia evidente, i risultati della visita sono spesso aspecifici e la loro utilità varia a seconda dei casi.>

• Don’t forget to (automatically) update the table of contents, if applicable.
• Follow the glossary and/or list of preferred terminology and style, if applicable.
• Do not make unnecessary changes, do not rephrase every other sentence, do not add errors.
• Ask questions when in doubt.
• Always spell-check the final document.
• Be prepared to defend your choices.
• Be happy when you happen to edit an excellent translation job!

Editing Your Own Translations
Editing your own translation is an essential part of delivering a good quality job, and can help you develop some of the necessary qualities to edit somebody else’s work. All you need is a list of items to be checked and a standard procedure to follow. My list includes:

• All the items involved in comparison proofreading (see above).
• Most items included in language and technical editing, depending on the case.
• Some time for questions and answers.
• Some time to read the text after a certain period of time (a few hours, one to two days depending on the project/deadline).

Continued on p. 42
KIEN
YOUR LINK TO ITALY

✓ TECHNICAL / ADVERTISING / COMMERCIAL TRANSLATIONS
✓ INTERPRETING SERVICES
✓ CONFERENCES / MULTILINGUAL EVENTS
✓ VOICEOVERS / FILMSCRIPTS
✓ ALL LANGUAGES

ALL SERVICES CARRY PROFESSIONAL INDEMNITY INSURANCE

Kien Italia
Via B. Gigli, 22 - 20090 Trezzano S/N (Milan) - Italy
tel.: +39 02 4452713 - fax: +39 02 4452667
data: +39 02 4450057 ISDN
E-mail: kiensnc@tin.it - Internet: http://www.kien.it
Once upon a time there was a little Swedish girl who loved languages very much. She went to the French school in Stockholm and studied French and Italian at the university. And during this time she was thinking that she wanted to be a language teacher. But one day she saw a feature on the TV news where translators were sitting with earphones on translating from a tape recorder. It seemed so interesting that she applied for a job at a Swedish television station, and she got it.

First, let me tell you a little about subtitling. As you may know, foreign TV programs can be conveyed to the viewers in two ways: either by subtitling or dubbing. Subtitles, written text on the screen, is the method used in the Scandinavian countries and in the Netherlands, Portugal, Greece, and Ireland.

When you look at a subtitled film you will notice that subtitlers do not translate everything that is being said. That would be an impossibility, because then the subtitles would change so fast on the screen that nobody would be able to read them.

No. What subtitlers like myself do is to constantly condense the dialogue. We have a basic rule for how much of the original dialogue can be rendered. The rule is: What is said in six seconds should be expressed in two full lines. And you might say that on average this means we can only cover two-thirds of what is really being said.

Then we also have a problem of limited space. Each line contains 33 characters. We cannot exceed this frame, since our subtitling computers are set for 33 characters. The result is that sometimes you may find an exceptionally good synonym, but it turns out to be one or two letters too long. Then you have to rewrite the entire subtitle to be able to capture something of the original meaning, but in some other way.

The fact that you have to omit a large proportion of the words is something that creates problems for literary translators who come to us for training. Some of them have difficulty in adapting to this method. They are used to faithfully rendering every single part of a sentence, and it breaks their hearts to be forced to express themselves more briefly, which to them is to “mutilate” the original version. Our job demands a journalist’s dexterity. You have to be able to distinguish quickly what is essential and constantly make an intelligent selection.

The best experience of all during my 36 years of working for Swedish television was to translate Monty Python’s “Flying Circus,” which turned out to have a kind of humor which coincided exactly with my own. There were quite a few puns in it, and of course those are among the most difficult, but also the most stimulating, to translate. Translating Monty Python might sound like a kamikaze enterprise, but it turned out to be sheer delight. You really have to use your imagination, think in a new way, and try to find alternative wording for the jokes so they will make sense to the Swedish viewers and, most importantly, make them laugh.

I have decided to divide the different kinds of humor in Monty Python into five categories: plays on words, funny spellings, idioms, culture specific jokes, and my own creations.

...Our job demands a journalist's dexterity. You have to be able to distinguish quickly what is essential and constantly make an intelligent selection...

Plays on Words

Here we have a fascinating scene from the lives of the hermits. Two hermits are chatting like housewives on different ways to decorate a cave.

Mr. Robinson says that moss tends to fall off the cave walls during cold weather. Mr. Rogers, the hermit at the top, he tried wattles and he came out in a rash. And there’s me with half a wall wattled, I mean, what’ll I do?

In this case, I think that the inspiration for solving the play on words came from the mere joy of discovering it at all! Fortunately for me, the word for wattles in Swedish is the composite noun ris-flätning (twig-twining). In Swedish slang we have the adjective ris-ig, which means that you are feeling seedy. So, commenting on the rash caused by the wattles, I let my hermit say: “Så risig vill man ju inte bli,” meaning “you don’t want to feel that seedy.”

Dung:

The next item is a riddle: What’s brown and sounds like a bell? Dung!

Continued on p. 36
The Swedish words for the sound of a bell are ding däng or bing bäng. The Swedish word for dung is dynga. In order to make the joke a little bit easier to understand I divided the word by putting a hyphen after dyng-a, hoping that someone might get the idea. However, I admit that this is not a very good solution.

Crunchy Frog:
This particular sketch is one where the police are investigating the manufacturer of a box of chocolates filled with all kinds of disgusting things (lark’s vomit, pus, and so on). I had to use my talent for finding commercially catchy names to describe the crunchy chocolate frog. The Swedish word Knapergroda is almost a literal translation, the Swedish word for crunchy being knaprig, but I had to rearrange it a little to make it sound as appealing as the original. The word must have left an impression on the audience, for a couple of years ago when I told a new friend of mine that I had been the Monty Python translator in 1971, she said: “Oh, was it you who created the word knapergroda?” So it obviously caught on!!!

Hospital Sketch:
The hospital sketch has a really delirious play on words. A man wanting to see his wife is talking to a doctor and a nurse. The fun comes from the use of “you” and “me.” In the final line, five words begin with letters pronounced like the pronoun “you.” In Swedish, where the equivalent pronoun is “ni,” I had to find five words beginning with “ni.” Each of those words should have been written as one word, but I separated them to make it easier for the viewer (see Table 1).

Penguin:
In this sketch we have two housewives in front of a television set. One

<table>
<thead>
<tr>
<th>English Dialogue</th>
<th>Swedish Subtitles</th>
</tr>
</thead>
<tbody>
<tr>
<td>D: Mr. Burtenshaw?</td>
<td>—Jag, doktorn?</td>
</tr>
<tr>
<td>D: No, Me doctor, you Mr. Burtenshaw.</td>
<td></td>
</tr>
<tr>
<td>B: My wife, doctor.</td>
<td>—Min fru, doktorn…</td>
</tr>
<tr>
<td>D: No, your wife patient. Me doctor…</td>
<td>—Nej, er fru patient, jag doktorn.</td>
</tr>
<tr>
<td>D: Come this way please…</td>
<td>—Kom…</td>
</tr>
<tr>
<td>B: Me, sister?</td>
<td>—Jag, syster?</td>
</tr>
<tr>
<td>D: No, She sister, me doctor, you Mr. Burtenshaw.</td>
<td></td>
</tr>
<tr>
<td>N 2: Dr. Walters?</td>
<td>—Doktor Walters…</td>
</tr>
<tr>
<td>N 2: No, doctor.</td>
<td>—Inte, doktorn.</td>
</tr>
<tr>
<td>S 1: Drink, doctor?</td>
<td></td>
</tr>
<tr>
<td>L: Drink doctor, eat sister, cook Mr. Burtenshaw and nurse me.</td>
<td>Subtitle on screen until “nurse me”</td>
</tr>
<tr>
<td>N 2: No, doctor.</td>
<td>—Ni doktorn?</td>
</tr>
<tr>
<td>L: Me doctor, you Mr. Burtenshaw, she nurse.</td>
<td>—Jag doktorn, hon syster.</td>
</tr>
<tr>
<td>B: But my wife, nurse…</td>
<td>—Men min fru, syster…</td>
</tr>
<tr>
<td>D: Your wife not nurse. She nurse, your wife patient. Be patient – she nurse your wife.</td>
<td>—Er fru inte syster. Hon syster. Subtitle on screen until “your wife”</td>
</tr>
<tr>
<td>D: Me doctor, you trecht, you trillo, *</td>
<td></td>
</tr>
<tr>
<td>U: That euphemism…Me doctor?</td>
<td></td>
</tr>
<tr>
<td>*Utrecht, Utrillo</td>
<td></td>
</tr>
</tbody>
</table>
- Burnley?
- Burnley! That’s right. Burnley in Lancashire. There has been a Burnley.
- Burglary?
- Yes! Good man! There’s been a burglary.

This is a very good example of how you can proceed methodically. I had to start with the final result, which was the burglary. I had to keep that term. The Swedish word for burglary is inbrott, but what made people laugh in the original? The fact that the word for inbrott was mixed up with a similar sounding place name. To find a possible Swedish place name I went through the entire index of the Royal Swedish Automobile Club Road Map, and at last I found Timrå. Here we have no alliteration, but you find both the vowels “i” and “o,” and the stress in the word Timrå is exactly the same as in inbrott.

**Funny Spellings**

Intentional misspellings are a type of joke that are relatively easy to deal with. An example would be Verrifast Plaine co LTD. The normal Swedish spelling is Jättesnabba Flygbolaget. My misspelled version is Gettesnabba Flygbållaget.

**Ids**

Parrot pushing up the daisies:

No discussion on Monty Python would be complete without the dead parrot, the Norwegian Blue. In this sketch the customer comes into the pet shop to complain:

This is a late parrot. It’s a stiff! Bereft of life it rests in peace. If you hadn’t nailed it to the perch it would be pushing up the daisies!

Continued on p. 38
Mission Impossible—Monty Python in Swedish? Continued

There is a Swedish expression that might be an equivalent to “rest five feet under ground,” but here I wanted to convey the humor in the British expression, so I invented an expression of my own, bli kompis med maskarna, meaning “making friends with the worms.” Worms are often mentioned in Swedish when talking of a buried body.

Culture-Specific

A culture-specific issue is when you have a phenomenon in the culture of the source language that has no equivalent in the culture of the target language. For instance, the expression “tell Whizzo butter from a dead crab.”

Here we have the kind of allusions that require a good knowledge of the country in which the action is taking place. Since we had quite a number of British programs on Swedish television, I was familiar with the margarine slogan “You can’t tell stork from butter.” In the Monty Python version the stork had been replaced by another animal (a dead crab). But since we had no commercial radio in Sweden at that time promoting that particular merchandise, I had to translate this literally and hope that the dead crab would be funny enough in itself.

One form of the more intellectual Monty Python humor is the exquisite parody. In the 1960s, we could often watch BBC documentaries on Swedish television and became well acquainted with their style of narration and analysis. So when Monty Python came in 1970, we were able to enjoy the story of the Hell’s Grannies.

This is a frightened city. Over these houses, over these streets hangs a pall of fear. Fear of a new kind of violence which is terrorizing the city. Yes, gangs of old ladies attacking perfectly fit young men. What are they in it for, these old hoodlums, these layabouts in lace?

Sociologist: The whole problem of these senile delinquents lies in their complete rejection of the values of contemporary society. They’ve seen their children grow up and become accountants, stockbrokers, and even sociologists, and they begin to wonder: Is it all really...(he disappears down a big hole in the pavement).

Young man interviewed: Oh well, we sometimes feel we are to blame in some way for what our Gran’s become. She used to be quite happy here until she...started on the...crochet. Now she can’t do without it; 20 balls of wool a day sometimes. If she can’t get the wool she gets violent. What can we do about it?

In the same sketch we see graffiti made by Hell’s Grannies on a wall. It says “Make tea, not love.” This graffiti didn’t have to be translated at all, since all the words are very easy, and the Swedish people are knowledgeable about English. And that, by the way, is a direct result of our subtitling, as opposed to dubbing, television programs. You can listen to English speech for at least a couple of hours every night, so you learn a lot.

My Own Creation

And now we come to the last section in my little exposé.

Monica S (slightly silly):

The inspiration for the above title came from a sketch of an election night special, where we get acquainted with four different parties: the sensible, the silly, the slightly silly, and the very silly party. The reporting of votes is just hilarious. I got so inspired by this sketch that when I put my name in at the end of the program I didn’t only write “Monica Scheer,” but added “slightly silly” after my name. Of course, it is against our rules to add something that is not in the original manuscript, but I felt it was in the spirit of the sketch. And, it was noticed by one of our TV critics! He wrote: “The translator of Monty Python has been admirable through the whole series. Now she seized the opportunity of adding a ‘Monty Python effect’ after her name. In brackets she put ‘slightly silly’. It is quite the contrary. A clever remark. She poses as slightly silly without being so.”

---

Need to update your TSD listing?

Go to www.atanet.org, click on services Directories, and click on Update Your Profile.
Contractual documents in virtually any language contain a number of “standard” clauses which frequently use terminology or phraseology that has been established or predetermined either by law or tradition (commonly called “boilerplate” in English legalese). This is certainly true of Spanish-language agreements, as will be illustrated below.

These boilerplate clauses, not all of which are found in every agreement, deal with aspects such as arbitration, force majeure, taxation, communications between the parties, governing law or jurisdiction (or both), consideration and manner of payment, liability, penalties, insurance, assignment, termination of the contract, and amendment of the contract, to mention only a few of the most common types.

Many agreements in which one party contracts to supply goods and/or render services to another party typically include a clause that stipulates what kind of financial guarantee(s) will be given by the supplier/contractor for ensuring full compliance (fiel cumplimiento in Spanish) with the terms and conditions of the agreement. This type of guarantee is generally called a “bond” in English, but this sense of the word should not be confused with its meanings in other contexts, despite the fact that there are close semantic links among all of the various meanings and the different synonyms or near-synonyms of the word “bond” (e.g., surety, security, bail, pledge, etc.).

This article will discuss the various types of bonds commonly found in Spanish-language contractual texts, with an emphasis on the key terminology and principal characteristics. It is based on the preconference seminar I conducted at the 2000 ATA Annual Conference in Orlando.

In a contractual context, the two most frequently used Spanish equivalents for “bond” are fianza and garantía, the latter being an obvious cognate of the English noun “guarantee” and clearly related to the word “warranty.” The term aval is also occasionally found in some legal texts, especially when a banking institution is involved as the guarantor (garante). Although there are numerous synonyms for these three terms, they are rarely found in Spanish contract documents.

Bonds may serve several different purposes and take a number of forms. Bond clauses in Spanish-language contracts (particularly those from Latin America) vary widely in their length, content, and complexity, but they all share similar characteristics which are described in the following paragraphs.

As indicated above, bonds may be required for various reasons. Even before a contract is awarded and as part of the request for proposals process in a competitive bidding situation (licitación), bidders (proponentes/licitantes/oferecentes/postores) are often asked to furnish a guarantee (otorgar/constituir/presentar una garantía/fianza) stating that they will not withdraw or change their bids. This is called a “bid bond” in English and (usually) a garantía de la oferta in Spanish. In many cases, the bid bond also guarantees that the successful bidder (adjudicatario) will actually enter into a contract (celebrar un contrato) under the specified and/or negotiated terms and conditions. This type of bond is sometimes called a garantía de contrato/contratación in Spanish, but this term is more synonymous with the kind of bond described in the next paragraph.

...Bond clauses in Spanish-language contracts...vary widely in their length, content, and complexity, but they all share similar characteristics...

The most common type of contract-related bond is the “performance bond.” The usual Spanish equivalent is garantía/fianza de [fiel] cumplimiento. Note that in this phrase the Spanish adjective is “empty” from the translation standpoint because English does not say “faithful performance.” Should the supplier/contractor fail to comply with any of the contract’s provisions (incumplimiento in Spanish; “non-compliance” or “non-performance” in English), which will be considered a breach of contract, the other party will be entitled to collect the full amount of the bond (hacer efectiva la garantía) or, in some cases, draw down on the bond’s face value as compensation for non-compliance. In this sense, then, a bond is just a kind of insurance policy, and in fact some contracts specify that the bond should or may be furnished in the form of an insurance policy (póliza de seguros).

The following are three examples of phraseology found in Spanish-language performance bond clauses.
Bond Clauses in Spanish Contracts: A Brief Overview Continued

“Garantía...de Cumplimiento de Contrato...que se consolidará a favor del COMPRADOR en caso de incumplimiento...” (Chile)

“El VENDEDOR deberá obtener y entregar al COMPRADOR...una garantía de cumplimiento...en la forma de una póliza de seguros o garantía bancaria...” (Colombia)

“Carta de Garantía Bancaria irrevocable otorgada por...a...(beneficiario) en caso de incumplimiento por...(principal) de las obligaciones resultantes del Contrato...” (Chile)

The third kind of bond clause typically found in Spanish-language agreements covers the quality of the goods to be supplied or the services to be rendered. Although Spanish calls this a garantía, English would most likely prefer the term “warranty” and not “bond” in many cases. Listed below are two brief excerpts from Latin American contract documents to illustrate the language used.

“Garantía que otorga el PROVEEDOR o el fabricante...de que todos los bienes son originales, nuevos, están libres de defectos y operan perfectamente.” (Chile)

“La Garantía...cubrirá el cumplimiento de todas las obligaciones del VENDEDOR bajo este Contrato, incluyendo, sin limitación, la calidad del servicio...” (Colombia)

Sometimes a contractual agreement will stipulate that the contractor is to receive an advance payment (pago anticipado/anticipo) or one or more progress payments during the life of the contract. In these cases, an advance payment bond (garantía por el anticipo) may be required. The advance payment bond is usually equivalent to the amount of the advance payment. If the contractor fails to deliver the goods covered by the advance payment, the buyer can collect the amount of the bond. The language found in the Chilean text below provides a good example of such a stipulation.

“En conformidad al recién mencionado Contrato, el COMPRADOR deberá efectuar un pago anticipado de..., correspondiente al 30% (treinta por ciento) del valor total del Contrato, suma que el Banco de...(Garante) reembolsará en caso de incumplimiento por el VENDEDOR de la entrega de los suministros y servicios técnicos de acuerdo con lo estipulado en el Contrato.”

“La presente Garantía caducará una vez que el COMPRADOR reciba el material adquirido a su plena satisfacción.”

Yet another type of bond that might be required generally applies to situations where the contractor undertakes to purchase services from the other party and to pay for those services on a regular basis (e.g., monthly invoices for services rendered). This kind of bond is usually (and logically) called a garantía de pago in Spanish (“payment guarantee” in English). The following excerpt from a Mexican document provides an illustration of the language used.

“El CLIENTE se obliga a contratar a favor de la EMPRESA, una carta de crédito...que permita pagos o disposiciones parciales hasta por un monto de...para garantizar el cumplimiento de pago de los servicios objeto del presente Contrato.”

There are basically four ways that a bond can be furnished. One type, the insurance bond, described previously, is simply an insurance policy and is therefore issued by an insurance company or bank that specializes in this kind of business. Whenever the beneficiary of the policy has a claim (siniestro), it may collect all or part of the policy’s face value. Below is an example taken from a Uruguayan text that sets out one of the provisions for an insurance bond.

“PAGO DE LA INDEMNIZACIÓN
Artículo 11°–Producido el siniestro en los términos del Artículo anterior, el Banco procederá a hacer efectivo al Asegurado el importe garantizado dentro de los treinta días hábiles de ser requerido por el Asegurado.”

Another common type of bond is the bank bond (garantía bancaria), which, as the term indicates, is issued by a banking institution. Typically, the party furnishing the bond (i.e., the contractor) pays a specified sum to a bank, which then opens
an account in the name of the beneficiary (i.e., the other party to the contract). In the event of default/breach of contract/non-performance on the part of the contractor, the beneficiary can collect or draw down on the balance in the account. If the latter situation occurs, the contractor must replenish (restablecer) the bond’s value to the original amount (cuentía/valor original) and make sure that it is kept in effect (mantener válida y en vigencia) for the life of the contract or some other time period. The example below from a Colombian document illustrates this requirement.

“La Garantía de Cumplimiento debe incluir una disposición en virtud de la cual, en caso de que el COMPRADOR haga utilizaciones bajo la misma, la cantidad utilizada será automáticamente restablecida de tal forma que la cuantía de la Garantía de Cumplimiento nunca sea menor de....”

Bank bonds may be furnished in several ways, such as cash (dinero/en efectivo), a regular bank deposit (depósito), a certified check (cheque certificado), electronic transfer (transferencia en el Banco/giro bancario), a letter of credit (carta de crédito), or government securities (valores/títulos del Estado).

In addition to the previously cited examples, the following four excerpts below are from an Argentine document.

“FORMAS DE CONSTITUCIÓN DE LAS GARANTÍAS
Mediante dinero, depósito y/o cheques certificados o transferencia en el Banco...a la orden de....”

“Mediante fianza o aval bancario que no contendrá reservas, limitaciones, restricciones o salvedades...”

“En Títulos de la Deuda Pública Nacional...que se acreditarán por su valor nominal, correspondiendo los intereses al titular, los que no acrecentarán la garantía.”

“Mediante seguro de caución de contratación, otorgado por una Compañía de Seguros...”

Finally, as translators of Spanish-language contracts and other legal texts know, the degree of syntactical complexity found in bond clauses varies widely, from very simple, straightforward sentences to extremely dense and terminologically complex constructions, such as the two that follow. The first example is taken from a Mexican document and demonstrates the type of legal text that poses a real challenge to Spanish-to-English translators of legal texts.

“La carta de crédito permanecerá vigente durante todo el tiempo en el que esté vigente el presente Contrato y no podrá ser cancelada sin el consentimiento previo y por escrito de la EMPRESA, pudiendo la EMPRESA cobrar el importe de la carta de crédito en el caso de que el CLIENTE no haya cubierto a la EMPRESA cualquier cantidad adeudada conforme al presente Contrato, bastando para ello con una declaración de incumplimiento por parte de la EMPRESA, en la que conste que el CLIENTE no ha pagado, en cuyo caso el CLIENTE o el emisor de la carta de crédito deberán reponer el importe de la misma para que ésta continúe vigente con el monto solicitado hasta el término del Contrato.” (Whew, what a mouthful!!!)

Even a cursory reading of this syntactically dense 121-word sentence (not at all atypical of Spanish legal prose) reveals that it contains five major “statements” and several secondary ideas. The major statements are: 1) the letter of credit (L/C) must remain in effect for the life of the contract; 2) the L/C can’t be cancelled without the company’s prior written consent; 3) the company can collect the L/C amount whenever the client fails to pay any sums owed under the contract; 4) the L/C can be collected whenever the company issues a statement saying that the client has failed to make a payment; and 5) if the company does collect or draw down on the L/C, the client has to replenish the L/C so that it retains its full value for the life of the contract.

Although it is certainly true that English legalese may at times be just as dense as this Spanish example, modern English writers tend to use

Continued on p. 42
Bond Clauses in Spanish Contracts: A Brief Overview Continued

much simpler structures. Here, imitating the source language would be an inappropriate style to use in the target language. Instead, it seems better to divide the five major statements into separate sentences in the translation, thereby improving the comprehensibility of the text for the target-language reader (who may very well not be a lawyer) and reducing the chance of information overload. Nobody enjoys having to stop and re-read a piece of turgid prose several times in order to grasp the meaning and message of the text.

The second example demonstrates the terminological complexity that appears in an insurance bond from Uruguay.

“Artículo 10°—El siniestro queda configurado al finiquitarse con resultado infructuoso la intimación de pago de la multa que debe intentar el Asegurado contra el Proponente, y tendrá como fecha cierta la de recepción por parte del Banco de la documentación pertinente, siempre que no se hubiera opuesto excepciones de acuerdo a lo establecido en el Artículo que antecede.”

In this case, although the syntax is not overly dense and the sentence is less than 60 words long, it is apparent that much of the terminology and phraseology has a fairly high register, even for “normal” Spanish (e.g., finiquitarse con resultado infructuoso, intimación de pago de la multa, fecha cierta, recepción por parte del Banco, siempre que no se hubiera opuesto excepciones). The usual recommendation that I offer my students when they have to deal with this kind of language is to “dumb down” the Spanish and seek to express the message in simpler, lower-register terms, and then to convey that message in the target language at the same level. If appropriate or necessary, the register of the translation could then be raised, although it will probably not be as high as the source language because that would yield an unnatural style, unwelcome to the target-language reader.

In conclusion, as evidenced by the various examples cited, it is important to understand the meaning and purpose of bond clauses in Spanish-language contracts in order to convey the message accurately in the target language (English in this particular case). Spanish-to-English translators must therefore be familiar with the terminology and phraseology used in contractual documents and particularly in bond clauses. Based on my experience, each text presents new linguistic challenges that force the translator to make a careful analysis of the document and to comprehend the language used in the source text in order to produce an intelligible and meaningful target-language version.

Italian Translations: To Edit and How to Edit—This Is the Question Continued from p. 33

Once you get used to the procedure you will develop an eye for mistakes, and your brain will search for solutions while you are sleeping or at the supermarket. You need some time away from your own “masterpiece” to realize that it may not be flawless. You will be surprised at how easy it is to catch misspelled words, omissions, or rephrase sentences that don’t flow. Editing your own translation has the great advantage of self-knowledge. If you have trained yourself to be consistent, to use the client’s preferred terminology, and to carefully follow all instructions when translating, you will reap the benefits of your efforts in the editing stage.
Legal Translation: A Personal Perspective

By Enéas Theodoro Jr.

Twenty years of experience, first at law offices and then working as a certified legal translator side by side with practicing attorneys (who also moonlighted as certified legal translators), of researching the law, and a brief stint in law school—all have taught me that there is no substitute for perseverance and research if you want to be at least reasonably competent in this field.

Of course, being able to exchange ideas and discuss possible renditions of legal concepts in another language with bilingual lawyers is extremely helpful but seldom feasible. The idea of an open forum for legal translators, even if only for a particular language, is long overdue. I envision the day when serious workshops and lectures on legal translation will be far more common and effective than they are now. For the time being, we must strive to do our best and never jeopardize quality for the sake of productivity. All of the points discussed by John Rock in the June issue of the Chronicle (“Give Me Five! Pointers to Professional Technical Translation,” page 30) also apply in the case of legal translation, and should be well taken by any professional translator.

I was introduced to legal translation work early in my career, when I was fresh out of translation school and my only experience was from doing a few business translations and occasionally working as a conference interpreter. To say it was a lesson in humility would be an understatement; certainly it was an eye-opener. I must also apologize for focusing on Portuguese/English legal translation, although the quandary of being stuck between a codified or continental system and the common law of our nation is also something our colleagues of other languages have to face in a U.S.-centered global translation market.

Part I

Since when are legal translators taking the law into their own hands?

The easy answer? “Objection, Your Honor. Leading the witness. Move to strike from the record.” Seriously though, from a translator’s point of view this is a major problem that stems from the necessarily eclectic nature of our work. As translators, we’re expected to translate everything (a friend of mine was once asked by her boss if translating was not just like typing in another language). As legal translators, we’re expected to translate anything from a complex appellate court ruling to a rather “simple” (famous last words) power of attorney. Whoever heard of any lawyer, albeit a shyster, practicing law in all possible legal areas? This ties in with my perception that the U.S. translation market is presently suffering its growing pains, and will continue to do so until it eventually develops the specializing trends already strongly felt in a few South American countries and in most of western Europe...

...the U.S. translation market is presently suffering its growing pains, and will continue to do so until it eventually develops the specializing trends already strongly felt in a few South American countries and in most of western Europe...

I feel your pain...

A new concept under Brazilian law, pain and suffering and punitive damages have translated into a real pain in the neck for many of us. Old hat in America, terms like danos morais (literally “moral damages”), sofrimento e constrangimento (loosely “pain and suffering”), and danos punitivos (literally “punitive damages,” often followed by a legal explanation) have somewhat recently entered Brazilian legal language. Something to bear in mind, however, is the use of “damages” in both American and Brazilian legal language in a dual sense: a) that loss which is sustained by or caused to someone, and b) the payment or compensation owed by the party causing such loss. If you bear this in mind...

Continued on p. 44
Legal Translation: A Personal Perspective Continued

mind, you’ll know whether to translate danos morais into English as “pain and suffering” or “punitive damages.” Example: os alegados danos morais = the alleged pain and suffering; a cominação de danos morais = the assessment of punitive damages; os pleiteados danos morais = “the pain and suffering claimed” or “the punitive damages claimed” (obviously, the choice will depend on the context).

Legal briefs that’ll knock your socks off!
American attorneys are usually (linguistically speaking that is) more objective, far less verbose, and not quite as formal as Brazilian lawyers. Contrary to popular speculation, this is not (in large part) due to pedantism, insidious legal tactics, or a Jurassic and bureaucratically corrupt system. The last 10 years or so have seen the Brazilian system undergo considerable change, in many cases emulating successful aspects of the American system. Paradoxically, the fact that U.S. law is based on precedent and “custom” has made it more specific terminology-wise, perhaps an overreaction to a lack of codified provisions, aside from obvious cultural and linguistic differences. In Brazil, on the other hand, curiously enough, because most legal concepts and principles are specifically codified, attorneys tend to dwell in their arguments on the nuances of the legislative language (statutory provisions) used or the judicial interpretation of such language.

Add to the above the fact that in Brazilian Portuguese repetitive vocabulary is orthodoxyically considered a sign of poor writing style, and what do you get? Judicial documents, particularly petitions or legal briefs, that can amount to some of the most challenging work in our field. As Portuguese/English legal translators, how many times do we run into references in the same paragraph of a petition to the Magna Carta, a Lei Maior (the Higher Law), and other expressions which can only mean the Federal Constitution? Or the verbs aforar, ajuizar, postular, etc., all of them meaning basically “to file” (usually a suit)? It is up to us as legal translators to determine whether for the sake of clarity we should not follow a more simple and objective language, such as the one used in U.S. law. The same goes for references to the turma, colegiado, or câmara of an appellate court. All of them mean a “panel of judges.” By sticking to literalness and/or terminological variety in the same text, we can confuse American legal professionals into trying to figure out which one is the panel, which is the collegiate body, and which is the chamber (the latter is a mistranslation of câmara, anyway), when they are all one and the same entity. Let’s stick to “panel” throughout.

To me, the most striking example of context versus true meaning is how “hereunder” often covers many bases as a qualifier, e.g., o fornecimento ora previsto (“the supply hereunder” rather than “the supply provided for herein”), a licitação objeto do presente (“the bidding hereunder” rather than “the bidding which is the purpose hereof”). Perhaps the best example yet is “the case hereunder,” which can be rendered as a hipótese dos autos, a hipótese ora discutida, a hipótese em pauta, and many other Portuguese expressions. The same examples can be used for other purposefully avoided repetitions: the abstract idea of “case” (as in a case being made in court) is also rendered in Portuguese, in addition to hipótese, as tese, causa, or even caso. So though understandable, in that sense English translations of such terms as “thesis,” “theory,” or “hypothesis” are technically improper.

Other typical examples are the terms suplicante, requerente, solicitante, etc., for simply petitioner, or embargante, apelante, recorrente, and agravante for appellant. Where sometimes we can choose between two words (respondent and appellee) in English, in Brazil you have a choice of at least four (embar-gada, apelada, recorrda, and agravada).

These problems are compounded by the fact that many lawsuits have ramifications and other lawsuits related to them where, in Portuguese, the parties are referred to (apparently) loosely sometimes as either “defendant” or “plaintiff,” or sometimes as either “appellant” or “respondent,” in the same document in seemingly interchangeable fashion. Some people think these are blatant typographical errors, when in reality the attorney is referring to each such party specifically in an often understood or underlying context due to those very ramifications and related lawsuits.

These are some of the major caveats when dealing with judicial papers, but there are many more. This emphasizes the importance of understanding the context, weighing the pros and cons of being more or less literal in your work, and of taking fewer or greater risks. However, this is the topic of our next discussion.

Part II
Between a grain of salt and the philosopher’s stone
Ever wondered whether you’re being way too careful in painstaking research? Whether it’s pointless to dwell further on a point of terminological contention because “it really doesn’t make much difference” to the overall context? Or whether a formula (or a set thereof) exists for maximizing your earnings by producing translations that are fairly accurate and stripped of any frills?

If you’ve answered “no” to any of those questions you’ve never been a legal translator. In fact, both in Brazil and the U.S. many professionals have taken the third conjectured route to extremes and, through a combination of modern translation software, sufferable professional ethics, and/or shortsighted orders from above, managed to reach unbelievable productivity rates. Naturally, this is not to be condoned. Not only is this a morally unprincipled scheme, but it will also eventually have a negative impact on one’s reputation and cause one to lose one’s clients.

Below is some terminology I should have handled with a grain of salt when in blissful ignorance I thought I had found the philosopher’s stone.

a) incumbency (incumbência) instead of “obligation,” in an oversight of other particular acceptations of “incumbency” and the fact that even a key concept such as “obligation” can appear in a much broader sense;

b) using entendimento remansoso (or pacífico, sereno, etc.), literally a “peaceful understanding,” which is correct but not ideal in certain cases where an “undisputed holding” (by the courts) should be preferred;

c) “legislative power” is much better than the literalness of “legislative competency”;

d) “exceptionality” is another one of those words used in different connotations, and often “uniqueness” or “unique nature” (of a case, for instance) is a better translation;

e) distribuição da causa por dependência rendered as a “case assigned by relationship” still doesn’t measure up to “assigned as a related case”;

f) a contrato administrativo (literally an “administrative contract”), being a contract of the (government) Administration, should always be translated as a “government contract.”

The list could go on forever. And although there is no question that a grain of salt is good not just for low blood pressure, of course the proverbial philosopher’s stone has never existed. After all, “mistranslations gilded into a beautifully formatted document with carefully crafted and fluid prose which apparently make sense” (John Rock, op. cit.) will nevertheless sooner or later prove much too odorous for their true identity to remain concealed.

Last, I submit to the interested reader some corrections called for in my last article in the Chronicle (“Translating the Law: When the Medium is not the Message,” August 1999, page 32).

**Corrections**

*A mandado de segurança* should indeed be translated as “writ of mandamus,” since a “writ of certiorari” would be (in Brazil) a specific type of *mandado de segurança*, as a specific order from a higher to a lower court without involving other authorities.

*Tribunal de Justiça* is not always a State Supreme Court, since the different Brazilian states are revamping their individual judicial systems and some are opting for just one Appeals Court, which is, for instance, what a Tribunal de Justiça is in the state of Rio de Janeiro.

*Superior Tribunal de Justiça* (Superior Justice Court) is actually Brazil’s High Court for nonconstitutional matters, since constitutional matters are handled by the *Supremo Tribunal Federal* (Federal Supreme Court).
Forensic Transcribing and Translating: Who should perform the work?

By Sandro Tomasi

A forensic transcript/translation (transcription [author’s own word]) is usually ordered by a prosecutor in charge of a criminal case where recordings may contain clandestine conversations, incriminating or corroborating statements, and 911 calls. Colloquy is recorded by having phone calls intercepted, bugs placed inside rooms, undercover agents wear wires or, in the case of emergency calls, by the police department. On the other hand, a defense lawyer may have a transcriptation made to disprove or discredit the prosecutor’s evidence.

In order to understand who should be allowed by the courts to submit their transcription work, one must begin from square one: the live conversation. When it comes to hearing speech, there is no better way to hear what is being said than to be present at the time and place it is spoken. A person who is listening to someone speak at a particular time and place has the benefit of live acoustics. They are able to position their head and body in order to listen carefully, and can ask for a repetition or clarification of a statement.

Recordings have none of the aforementioned advantages, and because the whole process from recording to transcription is entirely human, the transcriber/translator must be careful to maintain what was originally said at the time of the conversation in order to give weight to the evidence in a case. Playback of a recording is usually not high fidelity and colloquy may decrease further in audibility and intelligibility due to background noise, clothing rubbing against the microphone, and overlapping voices. All these factors make transcription work a difficult task. When the recording of a conversation is in a foreign language, the transcriber/translator adds the human process of translation to the equation. Transcriptation is analogous to the childhood game “telephone,” where each step of the process is susceptible to mistakes. One person may hear one thing, another person may hear another, or translate the same thing into another. For these reasons, courts have established guidelines to ensure that the evidence admitted is reliable.

The Recording

Judges will hold either suppression or audibility hearings to determine whether tapes may be admitted into evidence. It is well established that the admission of tape recordings at trial rests within the sound discretion of the trial court. That discretion presumes, as a prerequisite to admission, that the tapes be authentic, accurate, and trustworthy. Moreover, they must be audible and sufficiently comprehensible for the jury to consider the contents. Recordings will be deemed inadmissible if the “unintelligible portions are so substantial as to render the recording as a whole untrustworthy.” When the recordings are in a foreign language, many courts have appointed court interpreters to determine whether the colloquy is intelligible.

The Transcript

The need for transcripts arises generally from two circumstances. First, portions of a tape may be relatively inaudible. Second, without the aid of a transcript, it may be difficult to identify the speakers. In either of these cases, it has been said that it is within the discretion of the trial court to allow a transcript to be used by the jury “to assist the jury as it listens to the tape.”

Courts have previously suggested that a prior judicial determination of accuracy is desirable before a transcript is used to “aid” the jury. Although many courts have ruled on whether a transcript is accurate before allowing it to serve as an aid when listening to a tape, it is not necessary to do so. However, the pivotal case of United States v. Onori stated that none of the cases (reviewed by the court) involve a situation in which the defendants alleged specific errors in the government’s transcript. Nor do these cases hold that a judicial determination of accuracy is a sine qua non of transcript use. Onori concluded that it is unnecessary for the trial court to decide whether a transcript is accurate before that transcript is given to the jury, so long as each side to the dispute is given an opportunity to submit a transcript containing its version of a conversation.

The first efforts of the court should be to devise a “stipulated” transcript which all sides to the dispute can agree upon. In cases where the defense and prosecution disagree as to the
contents of the tape, the proper procedure is for the jury to receive transcripts of both sides’ versions. In addition, each side may present their own expert witness to testify as to the accuracy of its version or to challenge the accuracy of the other side’s version.

Courts have been consistent in charging juries that if there is a discrepancy between what they hear on a tape and what they see on a transcript, they should always go by what they hear. What follows below is an example of a judge’s limiting instructions.

“Now let me tell you, further, that although the lawyers have agreed on this transcript as being accurate, with the two exceptions I have indicated to you, it is true in this instance, as in all others, that you, the members of the jury, are the ultimate deciders of the facts, and let me particularize what that means in this specific context:

If at any line of this typed transcript you together hear on the tape something different from what the lawyers have agreed it says, it is your hearing that controls, not mine, not theirs. They are not the triers of fact, neither am I. You are. Now, I am not saying that this will happen, but it could happen, because if my information is correct, some of these portions of the tape are not easy to hear or easy to decipher with your ears, and it is your senses and your judgement about this that ultimately control, and that applies here and everywhere in the case...if there are any exceptions to that, it is my job to tell you about them.”

The Translation

So what happens when the recording before a jury is in a foreign language? How is a jury to be the trier of fact when it cannot understand what is being said? Once more, we turn to United States v. Onori where, even though the case at hand did not involve recordings in a foreign language, it stated that, in its opinion, transcripts were more than just an “aid” in listening to the recordings.

We believe that the use of a transcript as a guide is analogous to the use of expert testimony as a device aiding a jury in understanding other types of real evidence. For example, an issue in a case may be whether John Doe’s purported signature on a document is actually John Doe’s signature. Two handwriting experts may disagree, and if they are asked to testify on each side of the dispute, their divergent testimony creates a jury issue. Similarly, a given tape recording, which we emphasize is just another piece of real evidence, may be subject to numerous understandings. Here two “experts” [and their transcripts] were available to aid the jury in determining the real issue presented, the content and meaning of the tape recordings.

It is therefore incorrect to think of the transcripts as simply an “aid”—as better lighting fixtures in the courtroom would be an “aid” to the jury’s vision of witnesses—and not as evidence of any kind. They are evidence and, like other evidence, may be admitted for a limited purpose only.

In United States v. Llinas, 603 F.2d 506 (1979)—a case involving recordings, mostly in Spanish, in which the defendant argued it was impossible for the jury to “reconcile the discrepancies in the recording itself”—the court stated that the Onori procedure was well suited to cases where the transcript is an English translation of a foreign-language conversation. Such a procedure does not tie a defendant to an “official” transcript prepared by the prosecution, nor does it “usurp” the factfinder’s function. If there is a dispute as to the contents of a foreign-language recording, the burden will lie with the respective parties to present transcripts or other evidence to support their version of the conversation.

Other evidence to support transcripts can be presented to the court through witness testimony (those people who were present and/or a part of the conversation when it took place). However, when the transcript contains a translation into English of conversations spoken in a foreign language, the proponent must introduce the testimony of a qualified witness to authenticate and verify the translation.

The qualifications of the witness and the word-for-word accuracy of the transcription may be explored in depth at trial. Language experts that are

Continued on p. 48
called as witnesses may be subject to extensive cross-examination on their familiarity with different dialects and on the accuracy of the scriptlations.

Now the question is: Who is a qualified witness? Is it the interpreter appointed by the court, a certified or accredited language expert, or a bilingual law enforcement agent that was directly involved in the case?

In the case of transcribing, courts have not required any particular skill as a qualification to listen to someone’s voice in order to understand what is being said in English. However, listening to a recording several times, by laboring over the tape sentence-by-sentence or word-by-word and then translating it, would further qualify a person as an expert witness in relation to that particular recording. When the recording is in a foreign language, it is well advised that it be transcribed by someone who can prove to the court his or her qualifications to understand that language. Especially when foreign languages may vary in regionalisms, dialects, jargon, and colloquialisms, making it even more difficult to understand.

McCormick, Evidence § 13 states the following:

The witness’s qualifications as an expert...the witness must have sufficient skill or knowledge related to the pertinent field or calling that his inference will probably aid the trier in the search for truth. The knowledge may be derived from reading alone in fields (education), from practice alone in other fields (experience), or as is more commonly the case from both. While the court may rule that a certain subject of inquiry requires that a member of a particular profession, such as a doctor, engineer, or chemist, be called, usually a specialist in a particular branch of a profession is not required. The question is not whether this witness is more qualified than other experts in the field; rather, the issue is whether the witness is more competent to draw the inference than the lay jurors and judge. The practice in respect to experts’ qualifications has not, for the most part, crystallized in specific rules, but is entrusted to the trial judge’s discretion reviewable only for abuse. Reversals for abuse are rare.

When reviewing a foreign-language tape and transcriptlation in court, it is clear that someone familiar with the language in question needs to be called in to shed light onto the subject matter. The people most commonly called in to perform transcriptation work and testify as to what was said in the recording are the court-appointed interpreter, the certified or accredited language expert, and the bilingual law enforcement agent. It is the trial judge who has discretion as to whom will be deemed as an expert witness.

The Court-appointed Interpreter

The court-appointed interpreter would be an obvious choice for a transcriptation project. He or she has, in most cases, the combination of education and experience that is so desired in an expert witness. Moreover, court-appointed interpreters are usually certified, bringing yet another expert qualification to the table. However, when listening to a recording that is, more often than not, poor in quality—rendering words or sentences equivocal in their sound—a person may have to play a three to five second passage over and over again in order to decipher what is being said. This would indeed occupy too much of the court’s time, and force the court interpreter outside of the simultaneous and consecutive practice.

Furthermore, it should be left to the prosecutor and defense attorney to present their own experts to support their evidence. This is not to say that a court-appointed interpreter is not credible, trustworthy, or reliable. It is simply saying that the court-appointed interpreter should not have to be in a position to do the job of an expert for one side or the other. Such an expert should be hired outside of the court. In having a court-appointed interpreter testify as to his or her opinion on the evidence, a jury may be left with the impression that: “Oh, if this is what the court is saying, well then, it must be true.” This may unduly sway a jury to the prosecution’s or defense’s side.

If a judge determines that it is better to appoint a court interpreter to perform a transcriptation and testify to the accuracy of his or her work, there should be no mention on the record of the fact that that person is an employee of the court. What’s more, the court-appointed interpreter ought to be paid for his
or her transcription work, aside from their salary and at his or her own rates.

The Certified or Accredited Expert

Having the prosecution or defense bring in their own certified or accredited language expert would be consistent with all other expert testimony offered to the court. It is also consistent with the pivotal case United States v. Onori. This expert would have all of the qualifications found in a court-appointed interpreter, maybe even more. Furthermore, opposing parties in a case would be able to prove or disprove, credit or discredit as they would with any other evidence and expert testimony that is presented to the court.

One note of caution here is that a particular language expert may not be familiar with certain regionalisms, dialects, jargon, and colloquialisms most often heard in court. Also, a language expert may not be familiar with the standardized notation of transcription documents.

The Bilingual

Many times transcription are performed by bilingual law enforcement agents that were either a part of the original conversation or involved in the case. There are two problems inherent in this. First, is the distinct possibility that this person may be transcribing from memory and not from the actual sounds on the tape. This is analogous to having a picture entered into evidence that depicts a van parked in front of a building which is blocking the view of the address, but has 1209 written in with a marker next to where the address would have been. Well, indeed, it may have been 1209, but that ought to be drawn out from direct testimony rather than from somebody taking a marker and filling in the blank just because he or she remembered the address number.

Second, and perhaps the more obvious problem, is that it is very difficult to assess a bilingual’s fluency of a foreign language within the court setting without naming specific credentials. This person has not had the training, education, and experience that a court-appointed interpreter or a certified or accredited language expert has. However, just because a person lacks these qualities does not mean they are not qualified to do a transcription.

For example: A lawyer recalls litigating the accuracy of the transcription of a conversation between a Colombian and a Costa Rican, both of whom had lived for several years on the upper west side of Manhattan. The prosecutor’s transcription was prepared by a police officer who was born in Puerto Rico and had learned English as a teenager, and who had also done extensive undercover work in heavily Hispanic neighborhoods of New York City. The defendant’s transcription was prepared by a professional linguist who had been born in Argentina of American missionary parents and who had studied extensively in Madrid. It was the lawyer’s concededly inexpert and not impartial opinion that while the defendant’s translator was the more impressive witness, the police officer had prepared the more accurate transcription. Ultimately, the defendant rendered the issue moot by absconding to the Dominican Republic.

Summary

Whomever gets appointed to perform a transcription must be aware of their limitations and not accept an assignment if he or she feels they are not capable of doing a good job. There are certain guidelines one must follow in transcribing and formatting a transcription document. Furthermore, working within a team, where a designated team leader performs all of the work and has the rest of the team members doublecheck each step of the transcription, is essential. Making sure that spelling, punctuation, and accentuation are correct may prove to be critical. All of these steps help in making an accurate transcription and giving it weight for a jury to consider.

Whether it is the court-appointed interpreter, a certified or accredited language expert, or a bilingual, the most important thing in a transcription is ACCURACY. Accuracy is what the court demands, accuracy is what a jury considers, accuracy is what the transcriber/translator ought to strive for, and in doing so, the transcription—whether it contains exculpatory or incriminating evidence—will reveal the true content of the original conversation.

Notes

1 The sound quality of a tape actually involves two separate although related issues: audibility (i.e., whether it can be heard) and intelligibility

Continued on p. 50
Forensic Transcribing and Translating: Who should perform the work? Continued

(i.e., whether it can be understood). However, most courts have used the word “audibility” to cover both issues, and the author will do likewise except where clarity requires specific references to intelligibility.


4 United States v. Bryant, 480 F.2d 785, 789 (2d Cir.1973).

5 United States v. Monroe, 234 F.2d 49.


8 That without which the thing cannot be.

9 United States v. Onori, 535 F.2d 938 (1976)

10 United States v. Chiarizio, 525 F.2d 289 (1975)

11 United States v. Wilson, 578 F.2d 67 (1978)

12 United States v. Koska, 443 F.2d 1167 (1971)

13 United States v. Wilson, supra, 578 F.2d at 70.


Additional References

29 Am Jur 2d, Evidence §§ 1221–1243


McCormick (1999), Evidence § 13

United States v. Rengifo, 789 F.2d 975 (1st Cir. 1986)
What a Difference a Word Makes: Yiddish Connotation in Isaac Bashevis Singer’s ‘Gimpel the Fool’

By Lillian Schanfield

“The fool doth think he is wise, but the wise fool knows himself to be a fool.” (Shakespeare, As You Like It, 2.7.12)

“If a fool persists in his folly he will become wise.” William Blake

I am Gimpel the fool. I don’t think myself a fool. On the contrary. But that’s what folks call me.”1 So begins, somewhat contradictorily, the Saul Bellow translation of the Isaac Bashevis Singer story “Gimpel the Fool.” The speaker is a fool, but he is not a fool. The narrator deflects our notice of this inconsistency by rushing us into the first of a catalogue of deceptions, cruel jokes, and humiliations foisted on him.

However, if we go to the Yiddish text, we find that Gimpel’s cryptic self-introduction actually contains two different words, both translated by Bellow as “fool” — tam and narr. What the narrator actually says is, “I am Gimpel tam. On the contrary, I don’t see myself as a narr.” This article argues that, far from being a hairsplitting matter, the burden of the story actually lies in the precise distinction between these two highly connotative words.

One irony of the semantic argument presented here is that it focuses on the initial words of the very translation that launched the American career of the Nobel Laureate, Isaac Bashevis Singer. In 1953, Saul Bellow, then a well-known writer in his own right, was prevailed upon to translate the story from Yiddish toward the colloquial, Yiddish uses the root narr (opnaren = fooled, narrishkayten = foolishness [GT, 9, 11]), but instead was translated as lies and deceive. In fact, the word narr has the final word in the story: in heaven Gimpel says even he cannot be fooled (opnaren); Bellow translated the last word as deceived (GF, 50).2,3

...This article argues that, far from being a hairsplitting matter, the burden of the story actually lies in the precise distinction between these two highly connotative words...

The word tam has two sets of connotations, depending on whether it is used in Yiddish or Hebrew. Leaning toward the colloquial, Yiddish uses the word to mean naïve and, more negatively, a half-wit or even moron (Weinreich). However, a Hebrew dictionary renders tam as simple, innocent, honest, artless, unsophisticated, harmless, and even complete, perfect, pure, and whole (Alcalay, 1986). We can thus observe that, while narr is always disparaging or derogatory, tam may have very positive, even religious connotations. When Singer’s story is translated into other languages from English, the negative connotations are carried over. Thus, it is “Gimpel der Narr” in German and “Gimpel l’imbecile” in French. To return to Gimpel’s opening statement, he literally says, “I am Gimpel, simple or naïve, but I don’t think of myself as stupid.” Put another way, the simple one can be fooled, but he is not a fool.

As compared to Singer’s story “The

Continued on p. 52
What a Difference a Word Makes  Continued

Fools of Chelm” (“Chelmner Narr-onim”), we would do well to remember that the title of this story is “Gimpel tam,” not “Gimpel narr.”

Beyond the misleading connotation of the story’s title and the opening salvo, there are several points in the translation where the English word fool is used for the Yiddish tam, thus muting further the distinction that should be made between tam and narr. Thus, when the ghost of Gimpel’s wife reprimands him in a dream that saves his soul, Bellow translates: “You fool!” she said. “You fool! Because I was false is everything false too? I never deceived anyone but myself” (GF, 48). For some reason Bellow repeats “you fool,” although it is used only once in the Yiddish text. But more significantly, his wife actually uses both tam and narr in her verbal attack, addressing Gimpel as “You tam...I never fooled [opnarent] anyone” (GT, 16).

In Gimpel we recognize the literary traditions of the gull, the battered husband and cuckold, whose very gullibility motivate the events of the plot for the entertainment of the audience (both inside and outside the narrative). Gimpel tells his life story retrospectively as an old man who awaits death. From the time of his childhood the townspeople zered in on what they saw as his extraordinary credulity. Gimpel seemed willing to believe anything ranging from the fairly harmless or silly, like someone imitating the barking of a dog to frighten him, or the story that the rabbi gave birth to a calf in his seventh month, to the more pernicious—the announcement that the Messiah had come and that Gimpel’s parents had risen from the grave. There is no mercy in his neighbors’ treatment of him. He is even fooled by the rabbi’s daughter, this after receiving high-minded advice from the rabbi that “You are not a fool. They are the fools. For he who causes his neighbor to feel shame loses Paradise himself” (GF, 38). As Gimpel leaves the rabbinical court, the rabbi’s daughter tricks him into kissing the wall because “It’s a law; you’ve got to do it after every visit,” and, with her laughter ringing in his ears, Gimpel admits, “She put one over on me, all right” (GF, 38).

The central deception of the tale, however, involves Gimpel’s 20-year marriage to a woman with an illegitimate son (pawned off as her younger brother), whom Gimpel himself calls a “whore” even before he marries her (GF, 39). The citizens of the shtetl work hard to convince Gimpel of her purity, and the marriage ceremony is performed at “the gates of the cemetery” near “the corpse washing hut” (a ritual involving unmarriageables that seems to reflect a collective incentive to ward off the ravages of an epidemic via the intercession of the dead). Ironically, Gimpel grows to love his wife Elka as well as the illegitimate children produced during their marriage.

In part the story is about nonconfrontation—a man who tries to maintain peaceful relations through placation. But Gimpel is not a weakling. In the very first paragraph of the story, remembering a practical joke played on him by schoolmates, Gimpel asserts that he had the ability to defend himself physically, but had concluded “I’m really not a slugger by nature. I think to myself, let it pass. So they take advantage of me” (GF, 37). In part it is the story of a saintly man. When Gimpel finds a strange man sleeping in his bed next to his wife, he thinks: “Another in my place would have made an uproar, and enough noise to rouse the whole town, but the thought occurred to me that I might wake the child. A little thing like that—why frighten a swallow, I thought” (GF, 42).

More importantly it is the story about the processes and nature of belief. Gimpel regularly makes it clear he is aware of being “fooled.” True, at times he shows signs of all-too-human resentment: “There’s a limit even to the foolishness of a fool like Gimpel!” (GF, 43). But generally he informs us that he just goes along with things. He knows that the full-term baby born after only 17 weeks of marriage cannot be his. Certainly a daughter born nine months into a marital separation imposed by rabbis cannot be his. And when he actually finds his apprentice in his own bed with Elka, he accepts her ridiculous explanation that what he saw was a dream. What Gimpel is doing when he chooses to discredit the evidence of his eyes and of logic, what we normally regard as physical reality, is making an active choice to believe. “I resolved that I would always believe what I was told,” he says (GF, 44). According to the rabbi, belief is an end in itself: “Belief in itself is beneficial. It is written that a good man lives by his faith” (GF, 47). Simply, Gimpel turns this around and asks, “What’s the good of not believing?” And in the most basic demonstration of belief, Gimpel equates faith in an invisible God with the single person in his life he cannot believe in, the
wife who performs the most blatantly deceitful acts under his very nose: “Today it’s your wife you won’t believe in; tomorrow it’s God himself you won’t take stock in” (GF, 44). The underly ing syllogism, reflecting Singer’s wry brand of humor, is that if one could believe in Elka in spite of what his eyes told him, then one could believe in anything, even the invisible God.6

Gimpel’s major test follows immediately after Elka’s deathbed confession that not one of the six of the children born during their 20-year marriage was his. The Spirit of Evil visits Gimpel and engages him in a dialogue in which he challenges the existence of God and of the world to come. Even though the rabbi had said, “It is written, better to be a fool all your days than for one hour to be evil” (GF, 38), Gimpel succumbs to a fleeting temptation to avenge himself once and for all on those who have unremittingly tormented him and urinates into the dough used for baking the town’s bread. The motivation for revenge and the sheer physicality of the act signify Gimpel’s momentary acquiescence to the pettiness of materiality and a corollary denial of faith. Ironically it is Elka who saves him. Her face blackened (to show that she is no longer of this world), she speaks to him in a dream, berating him: “You fool! Because I was false is everything false too? I never deceived anyone but myself” (GF, 48). Gimpel destroys the contaminated batch of dough and leaves his thriving bakery business, his children, and the shetel to become a lifelong wanderer in “the world” (GF, 49).7,8

What many readers invariably remember about the story is the cuckold’s outrageous and humorous naïveté. But Gimpel’s Frampol years actually constituted less than half his life, the second half of which is disposed of by Singer on the final page of his story. In the end, Gimpel has spent years as a wandering Jew, a beggar, a troubador, and an entertainer. The Gimpel/Singer equation is most pronounced here. Like his creator, Gimpel informs us that he has been a believer in the fantastic for many years: “improbable things that could never have happened—about devils, magicians, windmills, and the like,” a spinner of “yarns” eating at “strange tables” (GF, 49).

According to popular usage, a fool is a person who can be convinced that what is, is not or, vice versa, that what is not, is. But for the Platonist or Kabbalist, the dream world is truer than the empirical world. What passes for reality is unreal and insubstantial. In fact, the Yiddish word for “heaven” is “der emiser velt,” literally “the true world” (GT, 17). Whether he has always believed it or whether he evolves into it, in the end this is Gimpel’s credo—that reality is “entirely an imaginary world... only once removed from the true world” (GF, 50). Certainly experience for Gimpel has proven synonymous with unending deception and falsehood. But in the end the liars and pranksters who tormented him were the self-deceivers, because ultimately “there were really no lies” (GF, 49). Although he had “forgotten just how,” early on he had learned from the Pirkot Avot (The Ethics of the Fathers) that ultimately “everything is possible” (GF, 37). As an old man he has come to believe that:

Whatever doesn’t really happen is dreamed at night. It happens to one if it doesn’t happen to another, tomorrow if not today, or a century hence if not next year... often I heard tales of which I said, “Now this is a thing that cannot happen.” But before a year had elapsed I heard that it actually had come to pass somewhere (GF, 49).8

One hesitates to quibble about so masterful a translation, but, in the context of Bellow’s evolution as a “Jewish American” writer, one may speculate about whether an increasing celebration of ethnic differences in both the culture and literature during the past 50 years may have made a difference to a current translation. Using one paragraph as an example, the scene in which Gimpel first catches sight of his future wife in her “clay house,” the Yiddish narrator remarks that Elka had two coiled braids in the hairstyle of a shiksa, presumably the style of local Russian women. The word shiksa means “a gentile woman,” but has negative connotations of “other” or “lesser” that were (tactfully?) omitted from the translation. Similarly, the word shaygetz, literally a non-Jewish male, was translated by Bellow almost affectionately as “little rogue” (GF, 49). Also omitted is the adjective describing Elka’s braids, “vee l’havdeel,” an allusion to the braided havdalah candles, the words “l’havdeel” constituting the first words of the prayer that separates the sacred from the profane at the close of the Jewish Sabbath. This omission sacrifices the ironic voice, which underscores the sense of Elka as “shiksa-like.” In the

Continued on p. 54
What a Difference a Word Makes Continued

same paragraph Bellow leaves out the entire sentence “The whole house was a hut without a brik” (an amenity), thus losing for the reader perhaps a degree of the poverty with which Elka struggles. Barefoot, Elka is doing the wash by the tub, and lines hung with drying clothes are strung from wall to wall in her little house. Peculiarly, according to Bellow, Gimpel’s breath is almost taken away by “the reek of it all” (GF, 39). Actually, the Yiddish suggests that it is her beauty and exoticness, not a stench, that take Gimpel aback. He remarks that “It [the scene] almost made me catch my breath” (GT, 7). In fact, this moment is fixated in Gimpel’s memory in its ethereality. After her death, when Elka regularly visits the aged Gimpel in his dreams, he sees her “standing by the washtub, as at our first encounter” (GF, 49).

Singer’s Yiddish story is titled “Gimpel tam,” not “Gimpel narr.” Certainly it tells the story of Gimpel regularly being fooled, cheated, and tricked. But more profoundly it is a story about Gimpel the believer, and ultimately Gimpel the wise one. An example of “the oxymoronic protagonist”—the wise fool (Kaminsky, 216), it is Gimpel tam who welcomes death as his entry to the real world, where the so-called deceptions of our world will have ceased.

Notes


3. See David Neal Miller, Fear of Fiction: Narrative Strategies in the Works of Isaac Bashevis Singer, New York: State University of New York (1985) for a discussion of the transformations of the author’s name (Bashevis, Varshavsky, Isaac Singer) as related to the author’s feelings about being associated with his father and brother, but more significantly of his different relationship with his Yiddish and English reading public. For example, “The more he became Isaac Bashevis Singer, the less he could continue to be Bashevis” (139).

4. The word shoyteh, which also means fool, appears once in the text. A rabbi, whom Gimpel consults about his wife’s adultery, observes: “You are not a fool. They are the fools...it is written, better to be a fool all your days than for one hour to be evil” (GF, 38). Shoyteh is a Hebrew word used interchangeably with narr meaning foolish, stupid, silly, idiot, imbecile, moron, mad, crazy, insane, and wild. It is appropriate that the rabbi uses Hebrew because he is a learned man.

5. In an early essay about Gimpel as a “wise fool” (1969), Paul Siegel suggested that the Yiddish word chochem was used ironically in at least three sites in the story. Chochem literally means a “wise person,” but can be used sarcastically for fool or stupid. Significantly, Siegel claims that it appears in Gimpel’s opening sentence (162) and also that Elka’s ghost calls Gimpel a chochem (169), using the word to support his thesis about the paradox of the wise fool. However, the essay is undocumented, containing no footnotes or bibliography, and Siegel provides no information about the Yiddish text that he cites. The word chochem does not appear in the story as originally published in 1945 or in the 1963 collection, Gimpel Tam uhn anderh dertzellugen. Siegel’s assertion is repeated verbatim by Friedman (191-92).

6. Shortly before the publication of “Gimpel Tam,” Singer, writing under the name of D. Segal in The Forward, published a story called “He Believes in His Wife Even Though Facts are Stacked Against Her” (“er gloybt in zahn vayb khosh ale faktn zaynen kegn ir;” Forverts 19 [January 19, 1945], 5).

7. The focus of this article—that faith is, as Gimpel sees it, a matter of willing oneself to believe—precludes a consideration of ironic distance between author and narrator, which is always the reader’s problem when the author
allows a character to speak for himself. It can also be the author’s problem if the reader fails to grasp the narrator’s fallibility. Indeed, Gimpel has been seen as a saint, a true descendant of Bontsha the Silent (the protagonist of Peretz’s sentimental story, which Singer overtly parodies, for example, using a markedly similar conclusion in which others wait for the protagonist to vacate his bed in the hospital by dying). But Gimpel has also been seen negatively as the quintessential passive Jew—weak, taunted, dispossessed, waiting for his reward in the next world, non-repaliatory toward his tormentors in this life (see, for example, Kresh). Even more bitterly, Gimpel’s resolution to believe, in spite of all evidence, has been seen allegorically in the context of the Holocaust as the self-destructive faith of the Jews in God’s intervention, despite growing physical evidence to contrary—the ghettos, concentration camps, and gas chambers (Wisse, 60-67). If the story is read ironically, then the norm is probably to be found in the interchange between Gimpel and the Evil One—that there is no God and no Paradise, and one is a fool to believe in either.

8. Although not narrated in the first person, an interesting contrast to Gimpel’s choice is provided by “The Spinoza of Market Street,” a story which preceded “Gimpel” (Yitskhok Bashevis, “Der spinozist: Dertseylung” [The Spinozan: A Story], Tsukunft 49, no. 7 [July 1944], pp. 419-26). From his Warsaw flat, Dr. Fichelson, the lonely but single-minded intellectual, can look down into the bustling street of tradespeople or up to the stars and the heavens. Unexpectedly discovering virility and sexual passion with the ignorant, vulgar neighborwoman who has nursed him back to health, he lowers his gaze from his devotion to reason and contemplation of the divine. Although the romantic reader might applaud his choice of marriage, earthly happiness, and materialism over philosophical reclusivity, Dr. Fichelson’s final prayer—“Divine Spinoza, forgive me. I have become a fool”—leaves the reader with questions about the Singer’s position with regard to the protagonist’s choice and the theme of folly.

References
Translation into Success. American Translators Association’s Scholarly Monograph Series, Vol. XI

Editor: Robert C. Sprung
Publisher: (Amsterdam/Philadelphia: John Benjamins Publishing Co.)
Publication Date: 2000
Price: $24.95 for paperback
$50 ($30 ATA members) for hardcover

Reviewed by: Leland D. Wright, Jr.

Volume XI of the American Translators Association’s Scholarly Monograph Series, Translation into Success (Amsterdam/Philadelphia: John Benjamins Publishing Co., 2000), is a must-read book for anybody and everybody interested in knowing about the current trends within the translation business, especially in the burgeoning area of product localization.

The 15 articles, called “case studies,” contained in this new publication are designed to “serve as a casebook for those already working in the industry, or those seeking to enter it” (p. xiv). Each of the five sections offers real-world insights gained from dealing with the numerous intricacies involved in cross-cultural adaptation, globalization and localization, terminology management, large-scale project management, quality metrics for translation, controlled authoring, and language automation (i.e., machine translation).

Contributors to the volume include representatives from Microsoft Corporation, Schneider Automation, Hewlett-Packard, Time Latin America, Ericsson Language Services, Harvard Translation Services, Inc., and Logos Corporation, plus other authors who have extensive know-how in their respective fields. As the book’s subtitle indicates, these case studies indeed provide “cutting-edge strategies for going multilingual in a global age.”

Although this volume, like previous ones in the Series, has obviously taken a couple of years to prepare, its contents remain quite current for the most part. All of the case studies are very informative and useful. Despite the fact that I have over 25 years of experience as a technical translator, I learned a great deal from reading them. However, I got the most out of three studies in particular: the story about how managing product localization costs at Microsoft has evolved over the years; the case study describing quality metrics implemented by a Dutch translation company; and editor Robert Sprung’s own discussion of the problems (and solutions) involved in translating for regulated industries. In the latter case, I am sure that many translators (including this reviewer), translation companies, and their clients have frequently found themselves coping with the many challenges involved in ensuring that translation/localization services can be provided in a timely, efficient, and cost-effective manner. These challenges, and oftentimes obstacles, include unreasonably short delivery schedules, lack of standardized procedures, coordination problems (especially at the client-review stage), quality control, communications, and conflicting priorities, to name just a few of the potential, and often real, stumbling blocks. Readers of this Series volume will, I believe, find solutions for dealing with many unresolved problems, as well as ideas for improving existing situations. In short, every one of the case studies has something valuable to offer.

Finally, it’s interesting to note that this volume represents a departure from previous ones in that it is available as both a perfect-bound paperback book with a colorful cover and the familiar solid blue hardcover (apparently an effort to offer the book at a lower price). Unfortunately, however, the binding of the paperback version is not totally perfect, at least not in the copy I read, because several pages popped loose from the spine during the very first reading, despite reasonably careful handling (i.e., I did not intentionally “crack” the spine). Nevertheless, this Series volume should be a bestseller, especially at a price of $24.95 for the paperback version and $50 ($30 for ATA members) for the hardcover edition.
Decker, an active member, is a freelance technical translator in Danville, Pennsylvania.

Address your queries and responses to The Translation Inquirer, 112 Ardmoor Avenue, Danville, Pennsylvania 17821, or fax them to (570)275-1477. E-mail: JDecker@uplink.net. Generous assistance from Roy Wells (weststar@totacc.com) is gratefully acknowledged. Please make your submissions by the 25th of each month to be included in the next issue.

This column is more like a piñata than anything else. Open to the page in the Chronicle where The Translation Inquirer hangs out (usually starting as early as page 52, and occasionally as far back as page 61) and anything and everything is likely to be dumped in your lap, just like when someone smashes those holiday objects dumped in your lap, just like when... And to outlive this sister/In roses yet to come.

New Queries
(E-E 10-2000/1) Robert France was translating a document into English in which his target-language version employed in accord with and in accordance with interchangeably, as being synonymous. In reviewing it after completion, an attorney changed all the former to the latter. Is Robert right in believing there is no difference between the two?

(F-E 10-2000/2) Mary Lalevée wonders whether anyone can suggest anything better than black labor or moon-lighting for “travail dissimulé.” The context is a service agreement in which both parties are not to engage in this.

(G-E 10-2000/3) A ProZ correspondent had a query about “dingfest,” the context being a pig (“Molch”) used in pipelines to detect cracks, equipped with electronic circuitry to map the condition of the pipe. The following phrase contains the problem word in bold print: “Risse: ganze 3 cm lang und 2 Millimeter tief—und selbstverständlich alle, die größer sind—soll dieser Molch auf seinen Kontrollfahrten dingfest machen—auf zehn Zentimeter genau.”

(G-E 10-2000/4) Lorbeerbaum is curious about the meaning of “Petisierung” in a chemical context. Example: “Zu dieser Mischung wurde langsam eine 17 Gew.-%ige wässrige Salpetersäurelösung (zur Petisierung des Aluminiumoxidhydrats) und Steatitöl gegeben.”

(G-E 10-2000/5) Another ProZ member ran into trouble with “Tecsint,” in the context of running a multifunctional service station about which potential managers of it must learn: “Warenkunde (vom Erdöl zum Tecsint).” What is it?

(Pt-E 10-2000/6) Jeanne Zang was translating two stamps on the back of a Brazilian diploma, and wonders about the translation of (6,a) “Por delegação de competência do Ministério da Educação” and (6,b) “conferes” in the phrase “Confere im 16/02/1998.” This phrase is followed by a signature.

(R-E 10-2000/7) Alla Toff, a former chemist who knows that one letter may change the whole nature of a compound, got finished with a very difficult organic chemistry translation, and found herself unsure of the English spellings of a number of chemicals that had been either transliterated or translated: (7.a) Benzonal; (7.b) карбаминовый = carbamic or carabamine (7.c) Primor; (7.d) Sevin; (7.e) Chlorophos; (7.f) Paraoxone; (7.g) Dipropyline; (7.h) Armine; (7.i) Florocetine; (7.j) Sylntone; (7.k) Octinenborate; (7.l) inen or enen.

(R-E 10-2000/8) A ProZ correspondent was translating a chart (Технология производственного агрегата потока) and an unknown abbreviation (З БКФ) appeared in a column called фактории технологий. Just for a bit of additional context, additional entries in the column include технологии факторных переменных and технологии факторных переменных.

(Sp-E 10-2000/9) A transatlantic correspondent worked on a document giving a Spanish father access to his children at Easter, Christmas, and during “Semana Blanca.” What is the latter?

(Unknown-E 10-2000/10) H.N. Barrott wants to know what language the following phrase is in and what it means: “Maka fuuti y nakarelapi juripa lawei wifaloritum pitu maki obu.”

Replies to Old Queries
(D-E 7-2000/1) (“B-aandelen”): Eric McMillan found from the Amsterdam Exchanges Information Centre that these are B shares. “Letter shares,” as they are called, differ in the rights attaching to them. Thus, A shares could be ordinary shares, while B shares carry special voting rights, receive larger dividends, or are otherwise “preferred.”

(E-Sp 7-2000/4) (bundling deals, bundling agreements): Although not familiar with the term bundling as applied to business agreements, Robert France believes a likely candidate might be “conjuncto,” as for example “conjuncto(s) de transacciones” or “conjunto(s) de convenios.”

(F-E 7-2000/6) (“En d’autres roses absentes”): In a sense, yes, the poet Rilke in this work is talking about roses not yet born, says Tamara Smith-Salvio. These roses, our “contemporaries” for a short time, will be outlived by the holder of said roses: because the holder will replace them with new roses. Therefore, “...Et survivre a cette sœur/En d’autres roses absentes” could translate to And to outlive this sister/In roses yet to come.

(F-E 7-2000/7) (“chaîne de la valeur”): Tamara Smith-Salvio claims that Alan Page need not shy away from value chain as being too translationese. Value chain is very much in vogue in the corporate world, as attested by her seven years of working for a global conglomerate based in London.

(F-E 7-2000/8) (“driver ODBC”: Marie Stouffer deciphers the abbreviation as Open DataBase Connectivity (“connexion ouverte aux bases de données”). This was

Continued on p. 58
Accreditation Review Policy

Candidates who fail an examination have a year from the date they take the examination to apply for the review. This revised policy has been in effect since 1999.

Those who wish to have their exam reviewed may obtain a Request for Accreditation Review form and an explanation of the review process from ATA Headquarters or from ATA’s Website. As part of the application, candidates are asked to sign a statement indicating that they understand the conditions of the review and agree to abide by them. They return the completed form to Headquarters along with the fee of $100. The fact that the accreditation is being reviewed will be kept confidential by Headquarters. The candidate’s identity will not be revealed to those performing the review.

Reviews are conducted after the close of the accreditation exam year. It is always best to contact the accreditation program manager to find out exactly when your review will take place. Initially, the examination will be scrutinized for possible processing errors. The assigned reviewer, who is not one of the original graders, will receive copies of the original graded exam and will evaluate the errors marked to determine whether they conform to the Accreditation Committee’s grading procedures. The reviewer will also grade the examination again. At that time, the reviewer will decide either to uphold the failing grade or to reverse the grade and award accreditation to the candidate.

In the case of a reversal, the review fee will be refunded in full and the candidate will receive a Certificate of Accreditation backdated to the original notice of failure, upgraded membership (if applicable), and the rights and privileges of accreditation. The candidate’s name will be published in the Chronicle along with the names of other recently accredited members, and no disclosure will be made of the fact that the accreditation was awarded based on a review.

In the event that the reviewer upholds the failing grade, the markings of at least two major errors, or one major error and at least seven minor errors, or 20 minor errors (the minimum standard for failure of a passage) will be recorded on a clean copy of the translation and on a grader’s standardized marking form. The nature of the errors will be explained briefly. The review copies of at least two failed passages (or one failed passage if the candidate completed only two passages), together with the original source text and the marking form for those passages, will be mailed to the candidate. This review is considered the final step in the process. No appeal is recognized and no further information will be supplied to the candidate or anyone else regarding the review.

Note: Candidates who are more interested in learning from their performance on the exam than in appealing a failing grade are advised that the practice test program may be a better avenue for this. Reviewers need only mark a sufficient number of errors to justify the failing grade; practice test graders will identify errors throughout the passages, with comments. Ordinarily, one year’s exam passages become the next year’s practice tests. Therefore, candidates will receive more comprehensive feedback if they retake the same passages as practice tests in the new exam year.

The Translation Inquirer Continued from p. 57

developed, she says, in 1992, to allow access to different database systems. Louise Guay, a specialist in information technology, calls the term a calque of the English *ODBC* driver.

“Robinson” reports that it is a software component to allow a software application to interface (retrieve, add, update, or delete records) with a commercial database management system (DBMS) or other software applications such as SQL Server, Microsoft Access, Microsoft FoxPro, Microsoft Excel, and a host of others. Since the text is about a banking management system (i.e., a software application in the sense meant above), this system probably interfaces with a number of DBMS and other software systems to retrieve and process information to satisfy users’ requests. It cannot do this without using a different ODBC driver for each of these.

(G-E 7-2000/9) (“EG-Flächen, KG-Flächen”): Julia Steinmetz, Beth Kantus, Stephanie Thompson, Elke Stone, Terri Doerrzapf, and Antoinette M. Sixt Ruth believe these to be “Erdgeschoss” (ground level) and “Kellergeschoss” (basement level). Teresa Reinhardt adds that while on this subject, we ought to be aware of other abbreviations: OG = “Obergeschoss,” *second floor* or whatever number; and UG = “Untergeschoss,” sometimes a synonym for KG.

(I-E 7-2000/10) (“raccomandata a mano”): Berto Berti says this means *registered and hand delivered*, done by a courier service outside of the official postal service, and usually for deliveries within city limits.

(Sp-E 5-2000/11) (E.P.M., U.S.E., and M.G.P. on Peruvian school certificate): Diego Contreras finds it hard to tell without some more context, but offers “Educación Premilitar” and “Unidad de Servicios Educativos” for the first two. Although a Peruvian, he needs help with the third one.

(Sp-E 6-2000/11) (“Comprometidos con el ser”): Sharlee Merner Bradley suggests *committed to being* as one possible solution.

(Sp-E 7-2000/12.a) (“aspectos financieros,” “estados financieros”): Robert France calls the former *financial considerations, which are not the same as “estados financieros,“*

(Sp-E 7-2000/12.b) (“documento de domiciliación”): Tom West’s dictionary
Babel

It is an unfortunate fact of life on this planet that some humans are not only incompetent, but that they are specifically incompetent in their so-called fields of expertise. Among these humans must be counted those at the Internet company Babelworld (www.babelworld.com), the home office of which is apparently in Spain. Babelworld was brought to my attention by Barbara J. Collignon. Ms. Collignon, in her e-mail to me of August 3, 2000, claims that she “alerted them that there are multiple errors in the e-mail they send and in the text of their Website.”

When I looked at Babelworld’s Website on August 8, multiple errors were still apparent.

English is one of the languages Babelworld claims it can translate both into and out of. Here are words on Babelworld’s English-language Web pages intended to attract potential customers:

**BABELWORLD** put at their customers three different products: translation, interpretation and simultan. The principal product’s Babelworld is the translation. All text and all languages. The translation’s Babelworld consist on a literal translation of a text.

The interpretation extracts the essence of each text. I you don’t need a literal translation, but the understanding of a text in other language, then the interpretation is the correct choice.

Babelworld always think in customers convenience. Thats why there are many ways to make an order. As it could be different the format the text could be on, there are available for the customers different ways of shipping and reception. The simplest way. The shipping is made in the same moment you confirm you order. The reception after the realization, through Babelworld’s web page. Text must be in plane text (.TXT extension) or Word (.DOC extension).

Here are words intended to induce translators to work for Babelworld:

Wanna be BABELWORLD’s translator? Get now a budget automaticaly and without commitment. Babelworld is a interpreters and translators global company, able to release uninterrupted service (7x24) to the most exigent customers.

Babelworld, it’s not fast, it’s Instantaneous.

Apply for an immediate rating and know at the very moment when you will receive your work, and how much. Joining the most advanced technology with the experience and demonstrated capacity of our interpreters and translators team, we offer our customer the “mother language” as job tool.

Here is some of Babelworld’s general information:

**BABELWORLD** is an internet sited translation/interpretation company. **BABELWORLD** offers a direct, simple and easy to use service. New communications use makes the work effectiveness and rate more possible. People who work in BABELWORLD do it from all over the world, what means an improvement in several services aspects:

**QUALITY:** BABELWORLD works with Translator/Interpreters from the whole world because it is not geographically restricted. This makes easier the fact that native Translator/Interpreter could work with us. In the some way, BABELWORLD owns a very diverse catalogue of texts to treat (juridical, medical, economical) and also the means to analyze the style correctly. [Note by MH: Babelworld also lists the types of translations it does as: “Juridical,” “Literary,” “Medical,” “Others,” “Publicity,” and “Technical.”]

**ACCESIBILITY:** Because of being an Internet sited company, it is possible to given in its works, or other services contracts from anywhere in the world practically. Connection facility, monitored work possibility (to know who does it, where and how) and easy Terms are also remarkable.

**RATE:** BABELWORLD does not sleep. Documents will be treated, so that our staff is in nearly all the time strips. Your order will be in our hands in less than one minute.

And perhaps mangled beyond recognition in less than two.

Submit items for future columns via e-mail to hermanapter@earthlink.net or via snail mail to Mark Herman, 5748 W Brooks Rd, Shepherd MI 48883-9202. Examples of translations of humor are preferred, but humorous anecdotes about translators, translations, and mistranslations are also welcome. Include copyright information and permission if relevant. Unless submitters request otherwise, material submitted may be shared with Robert Wechsler of Catbird Press (catbird@pipeline.com), who is planning an international collection of humor in English translation.
ATA Chapters

Atlanta Association of Interpreters and Translators (AAIT)
P.O. Box 12172
Atlanta, GA 30355
Tel: (770) 587-4884
aaitinfo@aait.org • www.aait.org

Carolina Association of Translators and Interpreters (CATI)
604 W. Academy Street
Fuquay-Varina, NC 27526
Tel: (919) 577-0840 • Fax: (919) 557-1202
catiinfo@pobox.com • www.ncgg.org/CATI
• Local group meetings held in Asheville, Charlotte, and Research Triangle Park, NC; and Columbia and Greenville/Spartanburg, SC.
• 2000 membership directory, $12; CATI Quarterly subscription, $12.

Florida Chapter of ATA (FLATA)
P.O. Box 14-1057
Coral Gables, FL 33114-1057
Tel/Voice: (305) 274-3434 • Fax: (305) 387-6712
thlopez@netside.net • www.atafl.com

Mid-America Chapter of ATA (MICATA)
P.O. Box 144
Shawnee Mission, KS 66201
Attn.: Meeri Yule
Tel: (816) 741-9441 • Fax: (816) 741-9482
www.ata-micata.org

National Capital Area Chapter of ATA (NCATA)
P.O. Box 65200
Washington, DC 20035-5200
Tel: (703) 255-9290 • E-mail: sbrennan@compuserve.com
• The Professional Services Directory of the National Capital Area Chapter of the American Translators Association (NCATA) has gone online. It lists NCATA members and the services they offer, together with additional information that enables translation and interpretation users to find just the right language specialist for their projects. Bookmark www.ncata.org and check out the NCATA directory. If you maintain language-related Web pages, you may want to include a link to the directory. NCATA is always interested in comments and suggestions.

New York Circle of Translators (NYCT)
P.O. Box 4051, Grand Central Station
New York, NY 10163-4051
Tel: (212) 334-3060
www.nyctranslators.org

Northeast Ohio Translators Association (NOTA)
1963 East Sprague Road
Seven Hills, OH 44131
Tel: (440) 526-2365 • Fax: (440) 717-3333
E-mail: mond1@ameritech.net • www.ohiotranslators.org

Northern California Translators Association (NCTA)
P.O. Box 14015
Berkeley, CA 94712-5015
Tel: (510) 845-8712 • Fax: (510) 883-1355
E-mail: ncta@ncta.org • www.ncta.org
• Telephone/online referral service. See searchable translator database on Website.

• 2000 NCTA Membership Directory available in print version for $25 or on diskette for $10. To purchase, mail remittance to the above address, or fax/telephone MasterCard/Visa number and expiration date.
• A Practical Guide for Translators, 1997 revised edition available for $10. To purchase, mail remittance to the above address, or fax/telephone MasterCard/Visa number and expiration date.
• NCTA General Meetings for 2000:
  Place: University of California Extension, 55 Laguna Street, San Francisco
  Date: December 9

Northwest Translators and Interpreters Society (NOTIS)
P.O. Box 292268
Los Angeles, CA 91367
Tel: (818) 725-3899 • Fax: (818) 340-9177
info@notisnet.org • www.notisnet.org
• Accreditation Workshop, Saturday, January 27, 1–4pm.
  Contact: jean_leblon@msn.com

Southern California Area Translators and Interpreters Association (SCATIA)
P.O. Box 292268
Los Angeles, CA 91367
Tel: (818) 725-3899 • Fax: (818) 340-9177
info@scatia.org • www.scatia.org

Affiliated Groups

Michigan Translators/Interpreters Network (MiTiN)
P.O. Box 852
Novi, MI 48376
Tel: (248)344-0909 • Fax: (248)344-0092
E-mail: info@mitinweb.org • www.mitinweb.org

Utah Translators and Interpreters Association (UTIA)
P.O. Box 433
Salt Lake City, UT 84110
Tel: (801)359-7811 • Fax: (801)359-9304
E-mail: JCAlleman@aol.com
www.stampscapes.com/utia

Other Groups

This list gives contact information for translation and interpretation groups as a service to ATA members. Inclusion does not imply affiliation with or endorsement by the ATA.

American Literary Translators Association (ALTA)
Box 830688
Richardson, TX 75083-0688
Tel: (214) 883-2093 • Fax: (214) 833-6303

Austin Area Translators and Interpreters Association (AATIA)
P.O. Box 13331
Austin, TX 78711-3331
www.aatia.org

The California Court Interpreters Association (CCIA)
345 S. HWY 101, Suite F2
Encinitas, CA 92024
Tel: (760) 635-0273 • Fax: (760) 635-0276
www.ccia.org

Chicago Area Translators and Interpreters Association (CHICATA)
P.O. Box 804595
Chicago, IL 60680
Tel: (773) 508-0352 • Fax: (773) 508-5479
E-mail: 74737.1661@compuserve.com
Colorado Translators Association (CTA)
P.O. Box 295
Eldorado Springs, CO 80025
Tel: (303) 554-0280 • Fax: (303) 543-9359
eldorado@ares.csd.net
- For more information about the online directory, newsletter, accreditation exams, and professional seminars, please visit www.cta-web.org.

Delaware Valley Translators Association (DVTA)
606 John Anthony Drive
West Chester, PA 19382-7191
devinney@astro.ocis.temple.edu
- 1999-2000 Membership Directory available for $10. Please make check payable to DVTA and mail your request to the above address.

El Paso Interpreters and Translators Association (EPITA)
1003 Alethea Place
El Paso, TX 79902
gredelgado@aol.com

Houston Interpreters and Translators Association (HITA)
3139 West Holcombe, Suite 140
Houston, TX 77025
tel: (713) 661-9553 • Fax: (713) 661-4398
106463.1052@compuserve.com

Joint National Committee for Languages (JNCL)
4646 40th Street, N.W., Suite 310
Washington, DC 20016
tel: (202) 966-8477 • Fax: (202) 966-8310
E-mail: info@languagepolicy.org
www.languagepolicy.org

Metroplex Interpreters and Translators Association (MITA)
7428 Summitview Drive
Irving, TX 75063
tel: (972) 402-0493
www.users.ticnet.com/mita/

National Association of Judiciary Interpreters and Translators (NAJIT)
551 Fifth Avenue, Suite 3025
New York, NY 10176
tel: (212) 692-9581 • Fax: (212) 687-4016
headquarters@najit.org • www.najit.org

Nebraska Association of Translators and Interpreters (NATI)
4542 South 17th Street
Omaha, NE 68107

New England Translators Association (NETA)
217 Washington Street
Brookline, MA 02146
tel: (617) 734-8418 • Fax: (617) 232-6865
kkrone@tiac.net • www.netaweb.tripod.com

New Mexico Translators and Interpreters Association (NMTIA)
P.O. Box 36263
Albuquerque, NM 87176
tel: (505) 352-9258 • Fax: (505) 352-9372
uweschroeter@prodigy.net • www.cybermesa.com/~nmtia
- 2000 Membership Directory available for $5. Please make check payable to NMTIA and mail your request to the address listed here, or contact us by e-mail.

Saint Louis Translators and Interpreters Network (SLTIN)
P.O. Box 3722
Ballwin, MO 63022-3722
tel: (636) 394-5334 • Fax: (636) 527-3981
hunternyc1988@yahoo.com

Note: All announcements must be received by the first of the month prior to the month of publication (September 1 for October issue). For more information on chapters or to start a chapter, please contact ATA Headquarters. Send updates to Christie Matlock, ATA Chronicle, 225 Reinekers Lane, Suite 590, Alexandria, VA 22314; tel: (703) 683-6100; Fax: (703) 683-6170; e-mail: Christie@atanet.org.
English>Italian
Experienced Professional, ATA Accredited. Fast, accurate, dependable, all technical fields. Latest equipment. (954) 781-8971, Fax: (954)781-9002, ared@mindspring.com.

English<>Vietnamese
Top-quality and high volume translation services. DTP and Lino output. PC and Mac. We support most Vietnamese fonts. Call us today at (954)570-9061, Fax: (954)570-9108.

Chinese, Japanese, Korean<>English
Highly qualified technical translators. DTP to film output. www.aimtrans.com. E-mail: info@aimtrans.com. (303)858-0100.

Korean<>English
Experienced Translator. Technical, software and computer, business and medical documents. Ph.D. in Engineering. (Voice) (909)305-2372, Fax: (909)305-2382, E-mail: 102335.720@compuserve.com.

Polish<>English
Meticulous, dependable full-time, freelance translator/conference interpreter. PC or Macintosh. Contact Dr. Piotr Graff. (802)258-4667, Fax: 258-4621, E-mail: graff@sover.net.

Coordinator of Translation
Duties: Handle correspondence and coordinate activities between offices in the U.S. and in Eastern Europe. Translate and prepare technical documents in Russian, Czech, Slovak, and Polish languages including medical research, legal documents, custom and duty documents, analysis and certificates of manufacture, and shipping documents. Translate marketing materials including catalogs, brochures, and short sheets. Prepare and present seminars, meetings, and conventions in Russian, Czech, Slovak, and Polish languages. Prepare and design periodical newspapers and magazines for those countries. Create new product labels for those countries. Coordinate inventory for warehouses in those countries. Address questions from international distributors regarding products, ingredients, and usage. Promote new products. Research medical and scientific material in those languages. Requirements: Bachelor of Science Degree in chemical engineering, or a relevant technical subject, two years’ professional experience in technical translation, and fluency in relevant languages, including idiomatic fluency and cultural knowledge. Send cover letter, resume, and salary req. to Harvard Translations, 815 Somerville Avenue, Cambridge, MA 02140, Fax: (617)868-6815, www.htrans.com. No calls.

Seeking
Translator wanted by Law Firm in New York, NY to translate legal docs & other materials. Must have Bach in any field & 1 yr translating exp. Fluency in English/Japanese reqd. Respond to: HR Dept, Law Offices of C Steven Horn, 23 W 26th St, New York, NY 10010.

Upcoming Accreditation Exam Information

<table>
<thead>
<tr>
<th>Country</th>
<th>City</th>
<th>Date</th>
<th>Registration Deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>England</td>
<td>West Sussex</td>
<td>November 4, 2000</td>
<td>October 21, 2000</td>
</tr>
<tr>
<td>Georgia</td>
<td>Atlanta</td>
<td>December 9, 2000</td>
<td>November 22, 2000</td>
</tr>
<tr>
<td>Massachusetts</td>
<td>Boston</td>
<td>November 18, 2000</td>
<td>November 3, 2000</td>
</tr>
<tr>
<td>New York</td>
<td>New York City</td>
<td>October 28, 2000</td>
<td>October 13, 2000</td>
</tr>
<tr>
<td>Spain</td>
<td>Madrid</td>
<td>October 28, 2000</td>
<td>October 14, 2000</td>
</tr>
<tr>
<td>Utah</td>
<td>Salt Lake City</td>
<td>January 27, 2001</td>
<td>January 13, 2001</td>
</tr>
<tr>
<td>Washington</td>
<td>Seattle</td>
<td>April 29, 2001</td>
<td>April 13, 2001</td>
</tr>
<tr>
<td>Wisconsin</td>
<td>Madison</td>
<td>April 22, 2001</td>
<td>April 6, 2001</td>
</tr>
<tr>
<td>Canada</td>
<td>Toronto</td>
<td>May 12, 2001</td>
<td>April 27, 2001</td>
</tr>
<tr>
<td>Russian into English</td>
<td>Linda A. Noble</td>
<td>Seattle, WA</td>
<td></td>
</tr>
<tr>
<td>English into German</td>
<td>Petra C. Bargmann</td>
<td>Richmond, VA</td>
<td></td>
</tr>
<tr>
<td>Spanish into English</td>
<td>Sebastian C. Bilfeld</td>
<td>Bronx, NY</td>
<td></td>
</tr>
<tr>
<td>English into Russian</td>
<td>Alexander S. Bukovietki</td>
<td>St. Louis, MO</td>
<td></td>
</tr>
</tbody>
</table>

CONGRATULATIONS

Congratulations to the following people who have successfully completed accreditation exams:

Anu E. Erringer
Santa Barbara, CA
calls “domiciliación” payment for standing order, according to Sharlee Merner Bradley. Robert France claims the same dictionary says payment by standing order, and renders the entire phrase in English as authorization for payment by standing order, or the authorizing document for payment by standing order. Maybe even better, or at least syntactically different, is document authorizing payment by standing order.

Again I regret the lack of Asian languages, and earnestly plead with you, if you specialize in Arabic, Japanese, Chinese Mandarin, Tagalog, etc., and you like this column, to contact me, preferably at the fax number listed at the beginning of this column, where your query will not suffer the indignities of transliteration. Why hold back?
UPS and your Association have an agreement.

You’ll get early morning delivery to the most international cities, but only if you’re willing to save money.

One way to beat your competition in the international arena is simply to arrive before they do. UPS can help. Ship with us, and you’ll get earlier delivery to more cities around the globe than with any other carrier. We guarantee it. Take UPS Worldwide Express Plus. It’s the only two-day service that delivers to 150 cities in Europe by 8:30 a.m. (That’s hours before any of our competitors.) Or there’s UPS Worldwide Express, with 10:30 a.m. delivery the second business day to the most cities across Europe and North America. Whichever UPS international express service you choose, you’ll always know the status of your package with our global tracking network. And as soon as you enroll in the program, your shipments will go abroad for 20% less, thanks to your ATA discount. So the next time you ship to Kloten or Köln, call 1-800-PICK-UPS. Or visit us online at www.ups.com. We’ll make sure your package arrives bright and early — their time. Call 1-800-325-7000 to enroll today.

*Call 1-800-PICK-UPS for guarantee and time-in-transit details. **Discounts only apply to published transportation rates on UPS Worldwide Express shipments sent from the U.S. Discounts do not apply to additional charges. Offer cannot be combined with any other UPS discount. © 1998 United Parcel Service of America, Inc.

MOVING at the SPEED of BUSINESS.

UPS offers the earliest guaranteed overnight and 2-day delivery to hundreds of international cities — at a 20% discount.
You want to communicate effectively in English and in French.
You want to be precise.
You want TERMiUM.

Available on CD-ROM and on the Web

3 000 000 terms at your fingertips!
Accurate – Specialized – Latest terminology

For more information: 1-800-TERMiUM or www.translationbureau.gc.ca
MultiTrans Pro™ corpus-based translation tools

Tremendous capacity ...
...at your fingertips!

MultiTrans Pro™ consists of three modules, and is designed to increase your translation capacity and consistency while helping you deliver top-quality translations on time – it's like having an assistant!

1 TransCorpora™
The TransCorpora™ module is a proprietary, powerful search engine that allows you to store previously translated documents and carry out full-text searches within those documents.

2 TermBase™
Create and manage your own multilingual terminology databases.

3 TransTerm™
Automatically replace and or identify known terminology in an active Microsoft Word™ document using terminology banks and reference documents.

Act now!
To download a demo version of MultiTrans Pro™ or to get more information visit us at:
www.multicorpora.ca
To purchase contact us at 1 819 778-7070 or toll free in U.S.A. and Canada at:
1 877 725-7070

MultiTrans Pro™ is a trademark of Multicorpora R&D Inc.
All product names are trademarks of their respective companies.
The TRADOS Translation Solution
**Team Edition**
consists of:

- **WorkBench**
The most advanced 32-bit translation memory system
- **MultiTerm**
The powerful multilingual terminology management system
- **WinAlign**
The completely new interactive alignment technology
- **S-Tagger**
The proven conversion program for translating FrameMaker and Interleaf documents
- **Tag Editor**
The ultimate translation editor for SGML/HTML
- **T-Window**
The unique translation window for PowerPoint presentations

Why shop around?

**We have the ideal solution - TRADOS Team Edition!**

In keeping with the TRADOS philosophy - open products for open environments - TRADOS Team Edition integrates seamlessly into all standard landscapes used by translators, terminologists, and publishers. TRADOS translation solutions scale from basic desktop applications to extremely complex, high-throughput systems. And a common "look & feel" gives you the freedom to quickly switch between applications and translation environments as your needs change!

The benefits of the TRADOS Translation Solution have been extolled by many satisfied customers - improved quality through standardization of terminology, increased efficiency through reduced turnaround times, and a significant reduction in translation costs. **Why settle for less? Take a trip to www.trados.com** to find out how to purchase the TRADOS Team Edition at an unbeatable price or contact your local TRADOS office for more information.

TRADOS Corporation • 113 South Columbus Street • Alexandria, VA 22314 • USA • Tel. +1(703) 683 6900 • Fax +1(703) 683 9457

ALEXANDRIA • BERN • BEIJING • BRUXELLES • DUBLIN • HANNOVER • MANCHESTER • PARIS • SEATTLE • STUTTGART • TAPEI • TOKYO • VÄXJO