in this issue:
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Features

7 Message from the ATA Board of Directors

12 Direct Speech in Legal Settings: A NAJIT Position Paper
   Copyright 2004 by the National Association of Judiciary Interpreters & Translators
   When words are especially important and clarity is sought, all parties need to be aware
   that the interpreter is not a narrator, but a repeater. Clear communication is essential in
   legal settings where the rights of others and life itself are at stake.

16 Researching Legal Translations: The Whys and Hows
   By Madeline Newman Ríós
   This article explains the need to research legal terminology in provisions of the law,
   specifically when specialized areas of the law are involved, when legal writers have
   paraphrased provisions of the law in their writings, or when international multilingual
   instruments specify terminology by convention.

22 So You Thought that Translation Was All About Words?
   By Bradley A. Shaw
   An introduction to several important issues and concepts that translators and
   interpreters consider, consciously or not, as they approach their craft.

27 Calling the Muse of Financial Translation
   By James Sievert
   To write well, you need all the tools of the great writers (the attention to detail) and the
   tools of the modern writer (the technology that will put you one step ahead of the source
   text), whether that tool is a one-dollar pencil or the whole World Wide Web itself.

29 When is it Due? A Look at the Phrasing of Time Frames in Legal English
   and Spanish
   By Ricardo Chiesa
   Time frames may look easy to translate, but are you aware of the various types that may
   occur in legal texts and how they differ from one another?

Columns and Departments

9 From the Executive Director
10 New ATA-certified Members and Active Member Review
11 Profiles in Continuing Education
45 Certification Forum
47 The Onionskin
49 Dictionary Reviews
56 The Translation Inquirer
58 Humor and Translation
60 Marketplace
61 Directory of Language Services
61 ATA Certification Exam Information

American Translators Association
225 Reinekers Lane, Suite 590 • Alexandria VA 22314
Tel: (703) 683-6100 • Fax: (703) 683-6122
E-mail: Chronicle@atanet.org • Website: www.atanet.org
The ATA Chronicle Submission Guidelines

The ATA Chronicle enthusiastically encourages members to submit articles of interest to the fields of translation and interpretation.

1. Articles (see length specifications below) are due the first of the month, two months prior to the month of publication (i.e., June 1 for August issue).
2. Articles should not exceed 3,500 words. Articles containing words or phrases in non-European writing systems (e.g., Japanese, Arabic) should be submitted by mail and fax.
3. Include your fax, phone, e-mail, and mailing address on the first page.
4. Include a brief abstract (two sentences maximum) emphasizing the most salient points of your article. The abstract will be included in the table of contents.
5. Include a brief biography (three sentences maximum) along with a picture (color or B/W). Please be sure to specify if you would like your photo returned. Do not send irreplaceable photos.
6. In addition to a hard copy version of the article, please submit an electronic version either on disk or via e-mail (Jeff@atanet.org).
7. Texts should be formatted for Word or Wordperfect 8.0.
8. All articles are subject to editing for grammar, style, punctuation, and space limitations.
9. A proof will be sent to you for review prior to publication.

Standard Length
Letters to the editor: 350 words; Op-Ed: 300-600 words; Feature Articles: 750-3,500 words; Column: 400-1,000 words

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.

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...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.
34 **Self-assessment and Expertise in Interpreting**  
*By Carol J. Patrie*

Accurate self-assessment can improve your consecutive or simultaneous interpreting. Learn the five-step process designed to improve self-awareness and performance.

38 **Translation at the World Court: The Weight of History**  
*By James C. Braman*

At the International Court of Justice, decisions made over 80 years ago concerning matters of language policy for pleadings and decisions, as well as the complex bilingual drafting procedure, still have certain consequences for the work of today’s translators.

43 **Annual MICATA Symposium: The Translator/Interpreter as Mediator of Culture**  
*By Kathy Hall Foster*

This year’s Symposium taught participants that there is more than one way to look at the world, and to look on individual differences as a learning opportunity.
About Our Authors...

James C. Brannan has a B.A. in French from the U.K., as well as graduate qualifications in European and comparative law from Lyon 3 University in France. He lived in France for 15 years, during which time he worked as a legal translator in Lyon, both in-house and freelance, with “sworn translator-interpreter” status, and taught legal translation to university students and trainee lawyers. A member of the Société Française des Traducteurs, he has worked as a staff translator at the International Court of Justice (United Nations) in The Hague for the past two years. Contact: j.brannan@icj-cij.org.

Ricardo Chiesa is a certified English→Spanish and Spanish→English translator and attorney-at-law. Since 1986, he has worked as a freelance translator specializing in law, business, and corporate management. For the past 16 years, he has lectured widely on legal translation and general translation theory and practice. He is currently the director of the first Post-Graduate Program in Legal English and Anglo-American Law for Civil-Law Lawyers at the Universidad Austral in Buenos Aires. Contact: rchiesa@fibertel.com.ar.

Kathy Foster is an ATA-certified (English→French) translator. She is an active ATA member with 25 years of experience as a technical translator and simultaneous interpreter. She holds an M.A. in French and was a Fulbright scholar at the Université de Fribourg in Switzerland. Currently working as a translator/editor for SH3, Inc. in Kansas City, Missouri, she is active in the Mid-America Chapter of ATA, serving as its president. Contact: kfoster@sh3.com.

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Bradley Shaw is an associate professor of Spanish in the Department of Modern Languages and the director of International and Area Studies in the College of Arts and Sciences at Kansas State University. In addition to teaching a course on translation at Kansas State, he is a member of the board of directors of the Mid-America Chapter of ATA, and is actively involved in its outreach activities. Contact: bradshaw@ksu.edu.

James Sievert is a senior English translator for CLS Corporate Language Services AG, based in Switzerland, where he has been working since 1996. He has also taught journalism and history at universities in the U.S., Italy, China, and Japan. Contact: james.sievert@cls.ch.

Medical Translation and Interpreting: A Resource Guide

This compilation of articles from ATA publications is a comprehensive resource for translating and interpreting in the medical field.

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Message From the ATA Board of Directors

September 3, 2004

Dear colleague:

Over the last few months, the ATA Board of Directors has received messages from members regarding several different issues. The following outlines the Board’s position on a number of points relevant to your discussion of these issues, so that there will be no confusion about ATA’s policies or other factual information.

We would like to start by saying that WE ARE LISTENING. We want to hear both positive and negative feedback from members and we’ll talk a bit about effective methods for providing that. Two very good opportunities to “grab our ear” will be at the Annual Conference in Toronto, where we will meet with members informally over breakfast and a bit more formally in a session immediately following the election on Thursday.

We are committed to responding to member concerns based on the input we receive

We welcome your feedback and comments through any of the many available channels: the discussion forum on ATA’s website; direct contact by phone, letter, or e-mail; letters and submissions to The ATA Chronicle; questions and debate at the annual conference; attendance at ATA Board meetings; and conversation at association events. We take all suggestions and comments seriously, and we take all this input into account in determining what actions ATA should take. When complex issues arise, it may take time for the Board to determine its position and provide a response, but our commitment to you is absolute.

Though not all Board decisions are unanimous, directors do agree to support the decisions the Board makes as a body. Therefore, our policy is that Board members do not respond individually to policy issues.

Member Exchange of Views

The Board of Directors welcomes the exchange of views on association matters. ATA maintains a discussion forum on association issues. It is located in the Members Only section of ATA’s website (click on ATA Forum). We encourage all members to take advantage of this valuable communication resource.

Standards for Publication in The ATA Chronicle

The ATA publishes its monthly magazine, The ATA Chronicle, in order to foster and support the professional development of translators and interpreters and to promote the translation and interpreting professions. The editor of The ATA Chronicle accepts letters and articles that, in his or her view, will promote these purposes. The ATA Chronicle welcomes articles on the future of the association, but reserves the right to require that they meet ATA standards.

Continued on p.8
Proposals to Change the Nature of the Association

Some recent e-mail communications have included various proposals that would radically change the nature of the association and would, therefore, require members to vote on multiple amendments to the ATA bylaws. Anyone who would like open consideration of these proposals by the membership at large may submit an “op-ed” piece to *The ATA Chronicle* in accordance with the submission guidelines on page 4, or discuss them in the ATA Forum.

Amendments to the Bylaws

Any voting member who wishes to propose an amendment to the ATA bylaws is invited to do so by following the procedure provided in Article XIV of the ATA bylaws, entitled Amendment of Bylaws (click on [www.atanet.org/membersonly/switch.pl/url=p_atabylaws.htm](http://www.atanet.org/membersonly/switch.pl/url=p_atabylaws.htm) for the full text of the bylaws online).

Policy on Providing Member E-mail Addresses

ATA members have clearly expressed a desire not to have their e-mail addresses circulated in a format that readily lends itself to unsolicited direct mailing. We therefore do not supply that information to anyone. The association’s attorney has provided an opinion that the existing online membership directory and the print version that all members received last month meet and exceed the New York State requirement to provide members access to membership information upon request.

Other Points of Information

Only individual ATA members who are certified or have passed peer review may vote or hold office in the association (Article III of the ATA bylaws, see link above).

Some of the issues raised recently are within the purview of a labor union rather than a professional association. A labor union for translators and interpreters already exists: The Translators and Interpreters Guild ([www.ttig.org](http://www.ttig.org)), local 32100 of The Newspaper Guild-Communications Workers of America, AFL-CIO, CLC.

Thank you for your consideration of this lengthy message and for your continued involvement in and commitment to our association.

Sincerely,
The ATA Board of Directors

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This handbook, which specifically addresses Japanese→English translation, features useful information regarding the patent process and patent-related documents.

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$40. Nonmembers

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As we complete the first year of the Certification Program's continuing education requirements, I wanted to remind you about tracking your continuing education points. First, we will be sending all ATA-certified translators a Continuing Education Points Log and a new Certificate of Certification this month. This log will help you track your CE points.

To give you a personal example, I am currently up for re-certification of my Certified Association Executive credential. My credential, given by the American Society of Association Executives, requires re-certification every three years. This will be my second re-certification. I track my points the low-tech way. Every time I attend a seminar, write an article, etc., I get a copy of the registration form, the syllabus/agenda, and/or a copy of the article, write “CAE” at the top, and file it in my “CAE” folder. When I get the re-certification notice, I simply sort through the material in the folder, make a copy of my re-certification submission, mail it, and I am done.

As for another approach, ATA Chapters and Divisions Relations Manager Mary David, who is a Certified Medical Transcriptionist through the American Association of Medical Transcriptionists, tracks her continuing education points by computer. She has set up a simple Microsoft Word table and enters her points and the pertinent information as she earns them. (She also keeps a paper file to provide the necessary supporting information.) When it is time to submit her re-certification application, she simply prints her information, retrieves the necessary supporting material, copies it, and is finished.

Both systems work. The key is you need to organize yourself so that you have a system in place. This CE Points log will help you in that regard.

Annual Business Meeting Minutes.
The minutes of the 2003 Annual Business Meeting are online in the Members Only section of the ATA website (www.atanet.org/membersonly).

The minutes of the 2004 Annual Business Meeting, which takes place at the annual conference, will be posted as soon as they are available.

Welcome Kirk Lawson. Kirk Lawson joins the ATA staff as the accounting manager. He has 13 years of experience in both the for-profit and nonprofit sectors. His nonprofit experience includes work for the International Association of Chiefs of Police and the American Diabetes Association.

Visit ATA Online at www.atanet.org!
AFTI Scholarship Winner Announced

John C. Kastning was awarded the 2004-2005 JTG Scholarship in Scientific and Technical Translation given by the American Foundation for Translation and Interpretation (AFTI). Kastning, from Ponca, Nebraska, will receive a $2,500 scholarship toward his graduate studies at the Monterey Institute of International Studies.

The scholarship is underwritten by JTG, Inc., a language, culture, and technology company based in Alexandria, Virginia. Founded by ATA Past President Muriel Jérôme-O’Keeffe, JTG, Inc. specializes in international communications, which include translation and desktop publishing, cross-cultural training, and e-learning.

AFTI’s primary charitable and educational activities consist of sponsorship and dissemination of research and education in the fields of translation and interpretation through research grants, scholarships, conferences, and commissions for the production of education materials, as well as through the establishment and maintenance of an archive for the collection of documents and artifacts in translation and interpretation. AFTI is based in Kalamazoo, Michigan.

For more information on AFTI, visit www.afti.org.

New Certified Members

Congratulations! The following people have successfully passed ATA’s certification exam.

<table>
<thead>
<tr>
<th>Language</th>
<th>Name</th>
<th>City</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spanish into English</td>
<td>Hollie B. Lawton</td>
<td>Arlington, VA</td>
</tr>
<tr>
<td>English into French</td>
<td>Yves J. Guillou</td>
<td>Farmington Hills, MI</td>
</tr>
<tr>
<td>English into Italian</td>
<td>Andrea Ercol Bongiorni</td>
<td>Austin, TX</td>
</tr>
<tr>
<td>English into Russian</td>
<td>Oxana Giannetti</td>
<td>Houston, TX</td>
</tr>
<tr>
<td>English into Spanish</td>
<td>Monica Algazi Bayley</td>
<td>Montevideo, Uruguay</td>
</tr>
<tr>
<td></td>
<td>Oscar Canales</td>
<td>Madrid, Spain</td>
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<td></td>
<td>Monica Cebrian-Pinar</td>
<td>Valencia, Spain</td>
</tr>
<tr>
<td></td>
<td>Carolina S. Dutrue</td>
<td>Córdoba, Argentina</td>
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<td>Jose M. Felguerosa</td>
<td>Winston-Salem, NC</td>
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<td></td>
<td>Carlos Gancedo</td>
<td>Madrid, Spain</td>
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<td>Matilda C. Leites</td>
<td>Montevideo, Uruguay</td>
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<td></td>
<td>Ana I. Morales</td>
<td>Leioa, Spain</td>
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<td></td>
<td>Julio C. Rivera</td>
<td>Columbia Heights, MN</td>
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Active Member Review

The Active Member Review Committee is pleased to grant active member status to:

Active

Birgit R. Eckardt
Rochester, MI
PROFILES IN CONTINUING EDUCATION:

Compiled by Kirk Anderson

Izumi Suzuki
izumi.suzuki@suzukimyers.com

Who: Izumi Suzuki is a conference and state-certified court interpreter and technical translator based in Novi, Michigan, a suburb of Detroit. She is active in the association and has served as an ATA Board member, Japanese Language Division administrator, and as the English→Japanese language chair in ATA’s Certification Program. Izumi is the immediate past president of the Michigan Translators/Interpreters Network (MiTiN, www.mitinweb.org), which became an ATA chapter this year. Her specialties are automotive business/engineering and legal matters. She is also a member of the National Association of Judiciary Interpreters & Translators (www.najit.org).

Where: I attend IJET (International Japanese/English Translators) conferences, which are held every other year in Japan, and alternate years in English-speaking countries (including Ireland, Australia, and Canada). It will be in Chicago next year (June 4-5, 2005). The Japanese Business Society of Detroit also holds several educational seminars for their members every year. The University of Michigan, Michigan State University, Wayne State University, Eastern Michigan University, and Oakland University all have seminars/workshops in various areas, including automotive and legal subjects. MiTiN holds monthly meetings with guest speakers every month. The Detroit Regional Chamber, the largest chamber in the world, holds conferences, seminars, etc., many for small businesses.

How: I teach an interpreting class every Saturday. I recently took students on a tour of the Ford automotive factory and had them simultaneously interpret using portable equipment. I also attended a seminar given by PriceWaterhouseCoopers on automotive trends that was sponsored by the Japanese Business Society of Detroit. Every spring I give a talk to graduate students in the MBA course at Wayne State University (WSU). While I was in Japan in May, I gave a presentation/workshop with Ken Wagner on ATA’s certification exam. Then I gave a talk on the same subject at the Academic Society of Interpretation, and taught two classes at the Diplomatt School, an interpreting/translation training school. I also conducted a four-hour court interpreting workshop at ISS Translators, Inc.’s Interpreter Training Center (where I completed their simultaneous interpreting curriculum). Earlier this year, I went to California to take a court interpreting ethics workshop given by the Judicial Council of California. I also write regularly for two Japanese magazines (one cultural, the other automotive). Since professional editors edit my articles, it helps me keep my Japanese at the highest level.

Comments: I love exams because I love challenges. I joined ATA because I wanted to take a test. By the same token, I take every opportunity to learn, because it also offers me a challenge and keeps me abreast of the subjects I handle. I subscribe to automotive magazines/newspapers in both English and Japanese for the same reason. If one is a translator and/or an interpreter, it’s only natural to keep studying to constantly improve oneself. It’s a minimal requirement to continue as a professional. Besides the joy of learning itself, I meet many people when I go to various seminars/workshops/speeches, etc. They are my

Continued on p.37
The information in the following position paper, printed here with permission from the National Association of Judiciary Interpreters & Translators, offers general guidance for court administrators, judiciary interpreters, and those who rely on interpreting services in legal settings. This information does not include or replace local, state, or federal court policies. For more information, please contact: National Association of Judiciary Interpreters & Translators, (206) 267-2300, or visit the NAJIT website at www.najit.org.

When the participants in the judicial process do not speak the same language, an interpreter is used to relay messages. Interpreters use industry standard techniques to maintain accuracy and impartiality and to ensure clear communication. These interpretation techniques are especially important in legal settings. The purpose of this paper is to illustrate one such technique—the use of direct speech as opposed to indirect speech—and to explain why all interpreters and users of interpreter services should speak to each other directly, rather than in the third person.

What is indirect or third-person speech?
Some people believe that indirect speech, which is sometimes referred to as third-person speech, is the best way to communicate through an interpreter (e.g., Ask him... She is saying...); but, in fact, the opposite is true. The most effective way to work across language barriers is for all speakers to use direct speech. Even when the communication has to pass through an interpretation process, people should address each other directly.

Participants in the judicial process—attorneys, judges, courtroom personnel, witnesses—or inexperienced interpreters may resort to indirect speech occasionally, unwittingly, or as a matter of habit. However, it is essential to be vigilant against this practice. To understand why, consider the differences between direct and indirect speech in the following examples:

• Direct speech
  Judge: “Could you state your full name?”
  Interpreter (in foreign language): “Could you state your full name?”
  Witness (in foreign language): “My name is John Doe.”
  Interpreter: “My name is John Doe.”

• Indirect speech (by interpreter)
  Judge: “Could you state your full name?”
  Interpreter (in foreign language): “He’s asking you to state your full name.”
  Witness (in foreign language): “My name is John Doe.”
  Interpreter: “His name is John Doe.”

The use of indirect speech in the example above is an instance of unwarranted interference by the interpreter. The interpreter could have simply relayed the message directly, as it was said, without making any independent contribution to the communication process. The behavior of an interpreter using indirect speech may be compared to that of a narrator who reports to the participants what the speaker has said. The message is restated from the interpreter’s narrative point of view (e.g., He’s asking… His name is…), but the speaker’s actual words are never rendered.

Notice how the use of indirect speech by other participants in an exchange can easily create communication problems:

• Indirect speech (by judge)
  Judge: “Ask him to state his true name.”
  Interpreter (in foreign language): “Ask him to state his true name.”
  Witness (in foreign language): “Who?”
  Interpreter: “Who?”
  Judge: “Doesn’t the interpreter know who I’m talking to?”

• Indirect speech (by attorney)
  Attorney: “Ask her if she went to Mrs. Smith’s house?”
  Interpreter (in foreign language): “Did you go to Mrs. Smith’s house?”
  Female Witness (in foreign language): “Yes.”
  Interpreter: “Yes.”
  Attorney: “Was she with anyone?”
  Interpreter: “Would counsel clarify for the interpreter who she refers to?”

In the first example, the judge uses indirect speech. The interpreter restates the message exactly, as, in fact, interpreters are required to do. But communication quickly gets derailed. This can happen with the simplest of questions.

In the second example, it is the attorney who uses indirect speech. The interpreter is attempting to “clean up” the attorney’s indirect questions and make them direct. But the danger in doing so is that the
The ATA Chronicle | October 2004

attorney may continue asking questions in the third person. This will not
only muddy the record, it may also lead to a situation where the inter-
preter does not know to whom the attorney is referring when third-

person pronouns are used.

All of the examples just mentioned indicate that participants in inter-
preted-assisted exchanges should address each other directly, as though
there were no interpreter present. The interpreter should assume the voice of
the speaker for whom s/he is interpreting and, accordingly, use the same
grammatical person as that speaker (i.e., the same pronouns and verbs).

Why is indirect speech unacceptable in legal settings?

As the previous examples have already suggested, indirect speech
should never be used in legal settings when interpreters are involved, because
it hinders both communication and the judicial process. The following specific
problems can be identified:

Miscommunication. The use of the

third-person pronouns he, she, and they

in indirect speech is a common source of confusion. For instance, when the
attorney uses indirect speech in the last example on page 12, the interpreter has
no way of knowing who she refers to: Is it the female witness or Mrs. Smith?
In the worst-case scenario, misunderstanding can take place if the recipient of
the message, that is, the interpreter, makes the wrong assumption. The con-
sequences can be serious because the credibility of witnesses depends on
the consistency and accuracy of the information they provide.

Delayed communication. The confu-
sion created by the use of third-person
pronouns needlessly slows communi-
cation down, since the speakers will
have to interrupt each other often to
ask for clarification. Any type of
exchange, from the relatively
informal attorney/client meeting to
the highly formal presentation of
courtroom testimony, can fall victim.

Adverse effect on interaction
between the parties. Indirect speech
focuses too much on the interpreter
and reinforces the parties’ natural ten-
dency to talk to, make eye contact
with, and turn toward the interpreter,
rather than to focus on each other
while speaking. When communication
is indirect, the parties may be more
likely to seek clarification, make com-
ments, and solicit extra-linguistic
information from the interpreter, none
of which are part of a court inter-
preter’s role. If the interpreter is no
longer a conduit, s/he is assuming or
being allowed to occupy a position of
considerable power, which undermines
the relationships between the parties
(e.g., the rapport between defense
attorneys and their clients during out-
court meetings or the adversarial
relationship between prosecutors and
defendants during cross-examination).

Interpretation not legally equiva-

lent. Court interpreters are bound by a
code of ethics to provide a complete
and accurate interpretation, without
altering, omitting, or adding anything
to what was stated. Likewise, their
duty is to preserve the speaker’s lan

guage level and discourse features,
such as pauses, hedges, false starts,
and repetitions.1 Once all these
requirements are met, the message
transmitted by the interpreter will have
the same effect on the target-language
audience as the original message had
on the source-language audience.

The court interpreter’s strict con-

servation of the content, form, and
style of a message is known as legal
equivalence, and it is ultimately
grounded in the due process and the
equal protection clauses of the United
States Constitution. The role of the
interpreter is to put non-English
speakers on an equal footing with
individuals who do speak English
during their interactions with the judi-
cial system. However, interpreting
rendered through indirect speech
cannot be legally equivalent for the
following reasons:

• The interpreter has to modify the
speaker’s original words from a
grammatical point of view, at the
very least, to reflect the inter-
preter’s narrative point of view: “I
regret what I did” → “She regrets
what she did.”

• Messages lose their immediacy
when transmitted through indirect
speech. Some messages, particu-
larly those involving emotive lan-
guage, become less forceful: “I
didn’t do it. I swear to God I didn’t.
Please, believe me.” Now, compare
this utterance with the following:
“He says he didn’t do it. He swears
to God he didn’t. Please, believe
him.” In English, statements like
he/she says (that)… can suggest a
certain degree of speaker disbelief.

• Direct speech readily allows the
interpreter to put her/himself in
the speaker’s frame of mind, which,
in turn, facilitates the faithful
transmission of the message.
Indirect speech is one step removed
and, thus, immediacy is lost, which
may affect the interpreter’s memory
of the original message.

Possible violations of due process.
Pursuant to the Federal Rules of
Criminal Procedure and the Rules of
Criminal Procedure for state and
municipal courts, a guilty plea must be entered into knowingly and voluntarily. When a defendant enters a plea of guilty or no contest, s/he waives important rights:

In order for such a waiver to be valid under the due process clause of the United States Constitution, it must be shown to have been an intentional relinquishment or abandonment of a known right or privilege. If a guilty plea is not knowingly, voluntarily, and intelligently made, it has been obtained in violation of due process and is therefore void.3

When an interpreter uses indirect speech (i.e., “He says he’s guilty, Your Honor.” or, “Yes, she understand her rights.”), the record reflects the conclusion of the interpreter, not of the defendant. This key linguistic and legal distinction has led to the nullification of a number of guilty pleas.4

Interference with preservation of the record. The integrity of the record is of the utmost importance, whether a proceeding be in-court (e.g., a trial) or out-of-court (e.g., a deposition). The ambiguity that arises from the use of third-person pronouns in indirect speech hinders the court reporter’s task of maintaining a clear record. Transcripts, particularly those that are prepared from recordings after the fact, will be less intelligible. They are bound to contain statements such as, “INTERPRETER: He doesn’t understand.”

Furthermore, the legal equivalent provided by the interpreter is the record. If the interpreter fails to faithfully render the speaker’s message by using indirect speech, one cannot meaningfully speak of an accurate and complete record. There is no record of the speaker’s actual words and justice has not been served.

Recommendations

Canon 5 (Protocol and Demeanor) of NAJIT’s Code of Ethics and Professional Responsibilities explicitly bans interpreting in the third person, “…Court interpreters are to use the same grammatical person as the speaker…”

NAJIT recommends that all indirect speech be excluded from interpreted-assisted exchanges in legal settings. The following guidelines are intended to help interpreters and the other participants in the judicial process comply with professional standards:

Judges

• Judges should not permit the use of indirect speech during interpreted-assisted proceedings. At every opportunity, judges should instruct the parties to speak directly to each other, instead of to the interpreter. The parties should never say to the interpreter, “Tell her (that)…” or “Is he asking me…?”

• Judges should support an interpreter’s request that all parties address each other directly.

• When a judge addresses a non-English-speaking defendant or witness, it should always be done directly rather than speaking to the interpreter. Judges should not say to the interpreter, “What is his name?” or “How does she plead?”

• When the judge needs to address the interpreter, the record should be clear. For example, “Would the interpreter raise his voice?” If a judge says, “Would you raise your voice?” the interpreter is required to interpret exactly what was said; the witness will raise her/his voice, instead of the interpreter.

Attorneys

• Attorneys should speak directly and maintain eye contact with the non-English-speaking client/defendant/witness, just as with someone who speaks English. Attorneys should not ask the interpreter, “Does he understand?” but ask the non-English speaker, “Do you understand?”

• If this is the first time the non-English speaker is communicating through an interpreter, attorneys are well advised to take a minute to explain how the process works (i.e., “talk to me and speak as though there were no interpreter present”), or allow the interpreter to instruct the speaker about the correct mode of address.

Interpreters

• The interpreter should always use the same grammatical person as the speaker.

• If there is time in advance of the proceeding, the interpreter should instruct the parties to speak to each other directly. The interpreter may explain that direct speech avoids confusion and ensures that the parties will be fully understood by everyone, including the interpreter.

• If any of the participants (including the attorneys or the
judge) addresses the interpreter instead of the speaker, or if the speaker addresses the interpreter instead of the other participants, the interpreter, referring to her/himself in the third person, should politely remind everyone to use direct speech. This modus operandi includes any requests for clarification. Some suggested ways of making this request are:

“Your Honor, to maintain the accuracy of the record, the interpreter requests that counsel be instructed to address the witness rather than the interpreter.”

“The interpreter requests that the deponent not address her, but rather that he respond directly to counsel so as to protect the integrity of the record.”

“Your Honor, so as not to confuse the record, the interpreter requests that you address the defendant directly.”

“Counsel, please speak directly to your client to avoid any misunderstandings.”

• In open court, if a judge addresses the interpreter instead of the witness or the defendant, it should be corrected immediately. It is not easy to point out to judges that they may have misspoken. However, it happens to everyone and judges generally appreciate the clarification. Some interpreters may prefer to address the issue at sidebar; others choose to do so in open court with a phrase similar to the ones that appear above. Most important is to be polite and to convey that the main concern is the accuracy of the interpreting process and/or the record.

• If a party continues to use indirect speech after several polite requests, then one technique to highlight the problem is simply to interpret the utterance exactly, “Ask him where he was living.” The witness is likely to respond, “Ask who?” This is an indirect way of getting the parties to rephrase the question using direct speech.

• Interpreters should resist the temptation to ignore the use of indirect speech by other parties so as not to be disruptive. Not only would the interpreter be failing to comply fully with the requirement of accuracy and completeness, s/he might also get into trouble down the line (as in the last example on page 12). It is best to address the problem as soon as it comes up.

• To ask for clarification or request that the court instruct the parties, interpreters should always use the third person. This practice is essential to identify the interpreter as the speaker. A comment from the interpreter should be clearly distinguishable from one coming from the witness. Compare: “The interpreter didn’t hear the question” to “I didn’t hear the question.”

• Occasionally, speakers will use the interpreter as a point of reference. For instance, a witness might say in the foreign language, “The man was as tall as you are.” If the interpreter becomes aware (either through linguistic information and/or body language) that the speaker is referring to the interpreter, this fact should be placed on the record by saying, “The man was as tall as you are (indicating the interpreter).”

**Conclusion**

When words are especially important and clarity is sought, all parties need to be aware that the interpreter is not a narrator but a repeater. Clear communication is essential in legal settings where the rights of others and life itself are at stake. For the communication process to be effective and objective, the parties should at all times use direct speech.

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**Notes:**


3. 26 Ohio Jurisprudence 3d section 1097 Pleas.

4. The Racial Fairness Project, Cleveland, OH (www.racialfairness.org/interpreters.htm) lists several cases under the heading *Speaking in the Third Person.* See also: U.S. v. Gregorio Camejo (333F3d. 669) appealed in 2003 before the U.S. Court of Appeals for the Sixth Circuit.

5. NAJIT Code of Ethics and Professional Responsibilities (www.najit.org/ethics.html).
Researching Legal Translations: The Whys and Hows

By Madeline Newman Ríos

The “Whys”

It has been my experience that translators often rely excessively on bilingual legal dictionaries or linguistic approaches when faced with legal terminology with which they are unfamiliar, or passages in legal documents that they do not readily understand. Research into the law itself is more time-consuming, but almost always provides a much more accurate understanding of the term in question.

It should be noted that bilingual legal dictionaries are always secondary authorities on the proper meaning of a legal term. Compiled by translators and bilingual attorneys and based on their author's own experience with legal documentation, such dictionaries are limited to the context with which that author is familiar, and invariably include some degree of error. The primary source for legal terminology is the law itself.

Linguistic approaches to deciphering terminology are also frequently unproductive or incorrect. Judges and lawyers who write pleadings and decisions are familiar with the facts of the case and the applicable law as they communicate to one another. The translator must also familiarize himself or herself with that context in order to properly comprehend the concepts referred to in their writings. As I once stated in one of my more blunt and irreverent moments, “The judge wasn’t reading María Moliner when he wrote his decision, and neither was I when I translated it.”

For my colleagues who work in languages other than Spanish, María Moliner’s Diccionario de Uso del Español is indeed one of the most prodigious works ever written on Spanish lexicon, and does, in fact, include excellent examples of general legal usage of terminology. Nonetheless, there is an inherent drawback when one relies on even the best general sources of linguistic information when translating the law. The problem lies in the fact that legal writing often employs language in reference to a particular provision of the law or with a special meaning that is used in a very restricted context. In such cases, if the translator is not aware of the special context, he or she is likely to come up with a vague, inaccurate, and/or meaningless translation.

It is my hope that legal translators will routinely read laws and other primary source-language legal materials referred to in their documents. Related legal materials that use the same terminology or explain the concepts in question are also of great assistance, especially if they are from the same country and field of law. Monolingual legal dictionaries and encyclopedias often extensively quote the law and legal precedents, which frequently makes them at least a near-primary authority.

In this sense, it is hoped that the following article will help to contribute to professional standards for legal translation by deeming that researching legal terminology in relevant primary legal source-language materials is a necessary, proper, and preferred approach to handling legal language whose meaning is not readily apparent or specifically defined in the source-language document itself.

The “Hows”

Example 1: A Step-by-Step Illustration

Here is an intriguing example of how proper research leads to proper translation. A source document from Ecuador that I recently translated included the following language:

El Estado percibirá el excedente de la participación laboral, conforme a lo previsto en la cláusula siete de este Contrato.

Literally: The Government shall receive the surplus of the labor participation, pursuant to the terms of Clause seven hereof.

What does “excedente de la participación laboral” mean in this context? A good guess would be that “participación laboral” is referring to some type of profit sharing, but it doesn’t make much sense to talk about a “profit-sharing surplus.”

Our research would logically start with a reading of Clause 7, which mentioned:

“la participación laboral del 15 % previsto en el Código del Trabajo”

Literally: “the 15% labor participation provided for in the Labor Code”

Now it’s time to look up the Labor Code of Ecuador to see what it has to say about “participación laboral.” A little creativity using the Google Internet search engine will get you there. In this case, my research was
The Government shall contain the words "profit sharing." Article 97 of the Code states:

Art. 97. Participación de trabajadores en utilidades de la empresa. El empleador o empresa reconocerá en beneficio de sus trabajadores el quince por ciento (15%) de las utilidades líquidas [...] 

Translation: Article 97. Employee Profit Sharing. The employer or company shall set aside fifteen percent (15%) of net profits to the benefit of its workers.

In addition to finding this particular provision, I also skimmed through the entire Labor Code (paying special attention to section headings) in order to make sure that no other interpretation could be given to the words "participación laboral" from my original document. The fact that Article 97 is the only provision in the code referring to the quantity of 15% also reinforces the conclusion that "profit sharing" is the intended meaning of that term.

But what about the true mystery of the phrase, the troublesome word "excedente" (literally: "surplus" or "excess")? PARÁGRAFO 2do., “DE LAS UTILIDADES” (“Additional Section 2, Profits”) of the Ecuadorian Labor Code deals exclusively with profit sharing and the determination of profits for estimated income tax payments. It covers Articles 97 to 110 of the Code, which is equivalent to approximately three pages of text. Reading through that section, Article 106 states:

Art. 106. Saldo de utilidades no distribuidas. Si hubiere algún saldo por concepto de utilidades no cobradas por los trabajadores, el empleador lo depositará en el Banco Central del Ecuador a órdenes del Director General o Subdirector del Trabajo [...] 

Translation: Article 106. Balance of Undistributed Profits. If there is any balance for "profits" [that is, profit sharing] not collected by the workers, the employer shall deposit said balance in the Central Bank of Ecuador, following instructions from the Director General or Assistant Director for Labor Affairs.

The mysterious word "excedente" now makes sense. It refers to undistributed profit sharing. Indeed, our original phrase can be accurately and meaningfully translated as:

El Estado percibirá el excedente de la participación laboral, conforme a lo previsto en la cláusula siete de este Contrato.

Literally: The Government shall receive the surplus of the labor participation, pursuant to the terms of Clause seven hereof.

Translation: The Government shall receive undistributed employee profit sharing, pursuant to the terms of Clause seven hereof.

The process of researching this phrase is not as exhausting as one might expect. In fact, it took slightly more than five minutes to complete. As demonstrated above, it is a fairly unsophisticated process, though it sometimes demands a certain degree of creativity. Many countries (Mexico and Venezuela, for instance) have almost all their laws posted on the Internet. However, print copies of...
laws are also a must, since some countries’ laws (such as those of Guatemala) are not as readily available.

Example 2: Specialized Terminology

The term “autoridad responsável” (often seen in decisions of Mexican Constitutional Relief Petitions), known as “amparos,” also illustrates the need for proper research. This term has only recently been included in bilingual dictionaries. Javier F. Becerra’s Diccionario de Terminología Jurídica Mexicana (Espanol-Ingles)—Dictionary of Mexican Legal Terminology (Spanish-English)—lists “autoridad responsable” as meaning “government defendant, authority held responsible for an unconstitutional action; in federal rules of procedure, the government authority, legislature, or court of law which is the defendant in a juicio de amparo (writ of amparo).” Thomas L. West III, in his Spanish-English Dictionary of Law and Business, lists the term as “the respondent authority (the authority against whom an amparo proceeding was filed).” This entry was actually one of the few contributions that I was privileged to make to Mr. West’s most praiseworthy dictionary. How did I arrive at this translation, and why did Mr. West accept it? The answer is found in Article 5 of Mexico’s Law on Constitutional Relief Actions, whose proper name is the “Ley de Amparo, Reglamentaria de los Artículos 103 y 107 de la Constitución Política de los Estados Unidos Mexicanos.” Mexican Federal Law can currently be accessed at www.cddhcu.gob.mx/leyinfo, a site well worth bookmarking on your computer if you work with Spanish-language legal documents.

Article 5 lists the parties to an amparo (Constitutional Relief) action as follows:

\begin{itemize}
  \item \textbf{Son partes en el juicio de amparo:}
  \begin{enumerate}
    \item El agraviado o agraviados;
    \item La autoridad o autoridades responsables;
    \item El tercer o terceros perjudicados, pudiendo intervenir con ese carácter.
  \end{enumerate}
\end{itemize}

Translation: The parties to the amparo action are:

\begin{itemize}
  \item I. The petitioner or petitioners (literally: the aggrieved party or parties);
  \item II. The respondent authority or authorities (literally: the authority responsible for the act that allegedly harmed the petitioner);
  \item III. The affected third party or parties, who may intervene in said capacity.
\end{itemize}

It is worth noting that the “affected third party” is, in practice, the adversary in the underlying dispute that led to the amparo action. However, since an amparo, by law, can only be filed against a government authority who violated the constitution to one’s detriment, one can only petition against the “autoridad responsable.” In practice, that is usually the judge who allegedly violated the constitution by deciding the underlying case or appeal in favor of the “affected third party.” The “autoridad responsable” might also be the court clerk who wouldn’t let you file a pleading in what he wrongly considered to be an untimely fashion. I prefer the term that Mr. West accepted, “respondent authority,” over Becerra’s use of “government defendant,” although both of these translations are fundamentally on target. On the one hand, the authority in question can come from the executive, judicial, or even legislative branch of government. In English, the term “government” is sometimes used to refer specifically to the executive branch. Furthermore, the autoridad responsable is not a party to the underlying dispute, although he or she is being challenged for his or her official actions. Therefore, I prefer the translation “respondent,” a term used in petitions and administrative matters, over “defendant,” which would imply an actual interest by said party in the underlying matter.

Example 3: “de oficio”: A Case of Specialized Usage

In the course of my practice, research into the law has often deciphered seemingly unintelligible or unclear language. One of my favorite examples was a court decision from Quintana Roo, which stated that “el latrocinio es un delito de oficio” (literally: “larceny is a crime at the court’s own initiative”). A look at a particular article of the penal code referred to in that same paragraph made it clear that the phrase actually meant “larceny is a crime prosecuted by the government on its own initiative,” as compared to an act such as slander, which is considered a crime in Mexico, but is only prosecuted if the victim files a complaint.

A Venezuelan court decision also usually makes use of the term “de oficio,” referring to:

\begin{itemize}
  \item \textbf{Casación de oficio...en ejercicio de la facultad que confiere el artículo 320 del Código de Procedimiento Civil.”}
\end{itemize}

Translation: The deciding of a Cassation Appeal based upon the court’s own determination of grounds...in exercise of the authority granted under Article 320 of the Code of Civil Procedure.

Article 320 of Venezuela’s Code of Civil Procedure, sheds light on this
It is worth noting that the actual term “de oficio” does not appear in the Article of reference. The term is used by the court to paraphrase that Article.

In both of these examples, familiarity with the dictionary definition of the term “de oficio” is helpful. Becerra’s dictionary, cited above, translates the term as: “officially, ex-officio, by operation of law, on the court’s own initiative or authority (contrasted with a petición de parte [at the request of one of the parties])”

Indeed, in both instances, consistent with part of the dictionary definition, “de oficio” refers to some act on an authority’s own initiative, yet this understanding is too vague for our purposes. One could hardly translate these phrases as “Larceny is a crime that has something to do with an authority doing something on its own initiative.” A phrase such as “Cassation Appeal in which the Court Acts on its Own Initiative” doesn’t sound all that bad, but is overly broad and confusing, nearly implying that the court is bringing the case. A true abuser of the dictionary might come up with “Ex Officio Cassation,” which sounds so sophisticated, but no one on earth, not even the translator, knows what it’s supposed to mean. In both of these examples, however, reference to the particular article of the law makes a clear and accurate translation possible, if the translator reads it.

Example 4: Clarifying Ambiguity Through Research

Another subtle, but interesting example was seen in an Ecuadorian court decision, which stated:

La Administración fundamenta el recurso en la causal 1a del art. 3 de la Ley de Casación y alega que al expedirse la sentencia impugnada se ha incurrido en errónea interpretación de las normas contenidas en los artículos 271 de la Constitución Política.

Literally: The Administrative Body bases its appeal on the grounds set forth in Article 3, Subdivision 1 of the Law on Cassation Appeals, and alleges that the challenged decision made an erroneous interpretation of Article 271 of the Constitution.

The literal translation is deceivingly fluid. Nonetheless, it creates the impression that there are two grounds for the appeal: 1) Article 3, Subdivision 1 of the Law on Cassation Appeals; and 2) Article 271 of the Constitution. A conscientious translator, upon reading the cited article of the Law of Cassation Appeals, would realize otherwise. That provision reads as follows:

Art. 3. CAUSALES. El recurso de casación solo podrá fundarse en las siguientes causales: 1ra. Aplicación indebida, falta de aplicación o errónea interpretación de normas de derecho […]

Translation: Article 3. Grounds. A cassation appeal may be based on the following grounds only: 1) Improper application, nonapplication, or erroneous interpretation of legal provisions […]

This means that Article 3, Subdivision 1 applies to the case in question, according to the administration, because Article 271 of the Constitution was erroneously interpreted. It does not mean that Article 271 provides separate grounds for the lawsuit. Taking this information into account could lead to a clearer translation of the original passage, and one which is more in line with a logical legal interpretation of the passage:

Suggested Translation: The Administrative Body bases its appeal on the grounds set forth in Article 3, Subdivision 1 of the Law on Cassation Appeals, alleging that the challenged decision made an erroneous interpretation of Article 271 of the Constitution.

There are times when a translator should leave ambiguity alone, particularly when there is more than one logical legal interpretation to a passage with legal force and effect. In this case, the “literal” version (“and alleges”) is not a logical interpretation for a person who has read the provision of the law to which the paragraph makes reference. Nor is this a typographical error. Therefore, the text should be translated in a manner consistent with the provision of the law to which it refers.
Example 5: Special Example of Multilingual International Instruments

Several international conventions have official versions in more than one language. Documents that make reference to these conventions should be translated in the context of that official terminology. By way of example, a Mexican law regarding that country’s ratification of the Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters states the following (the bold type is mine, and indicates terminology set by the official versions of the Convention):

En relación con el artículo 10, los Estados Unidos Mexicanos no reconocen la facultad de remitir directamente los documentos judiciales a las personas que se encuentren en su territorio conforme a los procedimientos previstos en los incisos a), b) y c); salvo que la Autoridad Judicial conceda, excepcionalmente, la simplificación de formalidades distintas a las nacionales, y que ello no resulte lesivo al orden público o a las garantías individuales. La petición deberá contener la descripción de las formalidades cuya aplicación se solicita para diligenciar la notificación o traslado del documento.

Suggested Translation: In relation to Article 10, the United Mexican States does not recognize the freedom to directly send judicial documents to persons who are in its territory using the procedures indicated in Subdivisions a), b), and c); unless the Judicial Authority, as an exception, grants a simplification of formalities, different from those of Mexico, and provided that it is not harmful to the public order or individual guarantees to do so. The request must contain a description of the formalities whose application is sought.

Table 1

<table>
<thead>
<tr>
<th>Official Spanish Version</th>
<th>Official English Version</th>
</tr>
</thead>
<tbody>
<tr>
<td>Convenio sobre la Notificación o Traslado en el Extranjero de Documentos Judiciales o Extrajudiciales en Materia Civil o Comercial</td>
<td>Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters</td>
</tr>
<tr>
<td><strong>Artículo 10.</strong> Salvo que el Estado de destino declare oponerse a ello, el presente Convenio no impide:</td>
<td><strong>Article 10.</strong> Provided the State of destination does not object, the present Convention shall not interfere with:</td>
</tr>
<tr>
<td>a) la facultad de remitir directamente por vía postal, los documentos judiciales a las personas que se encuentren en el extranjero;</td>
<td>a) the freedom to send judicial documents, by postal channels, directly to persons abroad;</td>
</tr>
<tr>
<td>b) la facultad, respecto de funcionarios judiciales, ministeriales u otras personas competentes del Estado de origen, de proceder las notificaciones o traslados de documentos judiciales directamente a través de funcionarios ministeriales o judiciales u otras personas competentes del Estado de destino;</td>
<td>b) the freedom of judicial officers, officials or other competent persons of the State of origin to effect service of judicial documents directly through the judicial officers, officials or other competent persons of the State of destination;</td>
</tr>
<tr>
<td>c) la facultad, respecto de cualquier persona interesada en un procedimiento judicial, de proceder a las notificaciones o traslados de documentos judiciales directamente a través de funcionarios judiciales, ministeriales u otras personas competentes del Estado de destino.</td>
<td>c) the freedom of any person interested in a judicial proceeding to effect service of judicial documents directly through the judicial officers, officials or other competent persons of the State of destination.</td>
</tr>
</tbody>
</table>
for purposes of effecting service of the document.

The word “facultad” would usually be translated into English in such a sentence as “authority,” “power,” or even “right.” “Freedom” is an unusual synonym, derived from the terminology of the convention’s official versions. One might also expect “notificación” and “traslado” to be translated into two different English terms, yet the official English version uses a single term, “service.” “Judicial documents,” in reference to court documents, is seldom heard in U.S. legal parlance, yet this “internationalese” should also be preserved when referring to this convention. Table 1 contains an excerpt of the provision in question.

Conclusion

All good translations apply words within their context, parts of which are not necessarily apparent from a mere reading of the document alone. When an American speaker says “The speed limit on the 10 is 55,” we know that the 10 is the name of the highway/expressway/freeway, and that “55” means “55 miles per hour,” because we are familiar with a context that goes beyond the words themselves. “It’s 10 below in Minnesota” means -10°F for the same reason. When we refer to a “liberated woman,” we all know it’s probably a woman with an attitude, not one who just got out of jail.

Legal documents are written in the context of the law in general, and specifically in the context of legal provisions applicable to a given matter. An intelligent, coherent, and accurate rendering of their language demands that the translator research the law in an effort to achieve the same plane of contextual awareness as the players in the legal issue at hand. To a large extent, such information is available over the Internet, on CD-ROMs, through monolingual legal encyclopedias, in printed copies of laws, and in legal textbooks.

Researching the terminology in the law itself helps the translator to clarify context and understand specialized terminology, as well as particular restricted uses of that terminology. Research can also clarify ambiguities and allow the translator to have a better grasp of the issues in question.

In the course of writing this article, the author also noted a tendency among writers of legal briefs and decisions, in the Spanish-speaking world, to paraphrase provisions of the law. As such, the meaning of their lexicon may be unavailable in any dictionary whatsoever. In such cases, looking up the provision in question will almost invariably unravel the meaning of the terms, and no alternative method of research is likely to be fruitful.

Particularly in light of the wealth of information now readily available to the public over the Internet, such research should become a bottom-line, standard practice in the legal translation field. Practice in researching such sources should also be incorporated into the curriculum of educational programs in the translation field, and the methodologies involved should be discussed in programs offered by our professional organizations.

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So You Thought that Translation Was All About Words?

By Bradley A. Shaw

The following is based on a presentation given at “The Translator-Interpreter as Mediator of Culture,” a conference on translation sponsored by the Mid-America Chapter of the American Translators Association (MICATA, www.ata-micata.org) and Kansas State University, April 17, 2004.

It Starts With Terminology

It has been my pleasure and privilege in recent years to speak to high school and college classes and interest groups, and even a few civic organizations, about translation both as a profession and a process. It should not come as a surprise to readers of the Chronicle that although would-be translators-interpreters and potential users of translation services are increasingly interested in the topic, they have hardly a clue about the processes and issues that are basic to a translator’s or interpreter’s approach to his or her craft. After all, since our general population, including the news media, routinely fails to differentiate between the written product of translators versus the spoken output of interpreters, there is plenty of ground to cover. So what do I tell them? What follows is a summary of some of the essential issues related to the translation process.

The word “translation” is derived from the Latin root word “translatus,” meaning to transfer or move from one point to another. So in terms of translation, we want to move or transfer a message from a source language to the target language. It does not really matter if the word is written or spoken, since the process is essentially the same. Therefore, we will use the word “translation” as an inclusive term for both translating and interpreting.

The Prime Reader and the Matter of Time and Place

Can one text have more than one translation? (Does Imelda Marcos have more than one pair of shoes?) Our answer is simple, but the issue is not. The first thing a translator must do is to determine the “prime reader” of the text. This decision will have a decisive impact on the translation itself. Let’s say you and I want to translate Don Quijote. Who will be our audience? A general adult readership of Americans? Children? Academics? English-speakers worldwide? Cervantes finished his novel in the early 17th century, but it refers to an even earlier period in Spanish history. Shall we “modernize” the language to make it more accessible to our general readers? Must we remain true to the time period, thus making our translation “sound” or “read” like a 17th-century text in English? How about taking a few liberties with the original text, like moving the character of Don Quijote to America and putting him in a small Kansas town? Would this still be a translation? There are lots of decisions to be made, and each affects the nature and texture of our translation project. The choice of audience may lead a translator toward an adaptation instead of a translation (“Don Quijote of the Great Plains,” for example), but in all cases, identifying the reader or recipient is one of the most important choices a translator must make. This is true for so-called “technical” texts as well, but the recipient is usually well defined.

Synonymy and Equivalence

So how is translation done? A bilingual person just reads or hears the words in one language and then writes or says them in another, right? Unfortunately for all parties concerned, it’s just not that easy. A major issue to consider is the matter of synonymy. As children, we learn to match words with objects from the world around us. An apple, whether it be a Golden Delicious, a Macintosh, or a Jonathan, is learned as “apple.” An airplane is an airplane, not a fighter, jet, bomber, glider, or rocket. Eventually, in our own language we begin to differentiate between the nuances of meaning for a given object. A show can be a play, a drama, a musical, a movie, or even a display of talent, that is, a talent or variety show. We learn the difference between angry, upset, bothered, ticked off, furious, and ballistic (as in “he went ballistic when they criticized his friends”). The same process occurs as we learn a second language. At first, we learn the value of words as unique semantic units. A word stands for one thing. House is casa. Cat is gato. But what happens when we begin to understand the semantic variations of words between languages? Not only are there more words for house (hogar, for example), it corresponds more to our word home, although not in the phrase “at home,” which, of course, requires casa) and cat (that cat we referred to may not be
Denotative Language vs. Connotative Language

Another stumbling block to good translation practice is the problem of denotative versus connotative language. As before in our discussion of synonymy, this issue involves confusion caused by the multiple meanings of words, and perhaps more importantly, what Hervey and his colleagues emphasize as the possible attitudinal, associative, affective, reflected, collocative, and allusive nuances of meaning for a given word. If you are asked to write a software instruction manual, you will want to use denotative language. Your words will not be ambiguous. Your word will refer to one object, and only one object. Your reader will always know what to do because there is no textual ambiguity at all.

Good scientific writing is always denotative. Poetry, on the other hand, gains its power and uniqueness through words which have more than one connotation.

The translator has to be very careful. The color green in English carries with it more than one connotation. We think of it as the color of renewal and hope. It represents springtime after a long, cold, and grey winter. We also use it to refer to inexperience: “he was just a green rookie.” Some think of green and automatically picture the Irish, either the ones who live in Europe and speak with a bit of a brogue, or the ones who play football in South Bend, Indiana. If I am translating from Spanish into English, however, I would want to know that viejo verde (green old man) means not what it appears to say, but dirty old man! Some words have taken on new meanings over the years, so much so that their traditional meaning is virtually lost. Just think of how the English word “gay” has evolved. So translator, beware—even knowing the language is not enough. One must have a solid understanding of culture, and as we have seen, knowledge and experience “beyond the dictionary” regarding popular culture are equally important.

Briefly, using the categories listed earlier, here are some examples of why connotation is so important.

• _Attitudinal_. Racial and ethnic epithets often carry strong attitudinal connotations. When I lived in Peru, Ecuadorians were often called monos (monkeys). Ecuadorians returned the favor by referring to Peruvians as gallinas (hens). The words reflected the distrust and animosity which were the result of decades of border conflicts and war between the two nations. A translator would have to add more than the literal meanings to convey the attitudes involved.

• _Associative_. What do you think of when you hear the word nurse? Do you think of a health professional who works closely with a doctor to provide patient care? Do you think of a woman? Most people do. In fact, in English, if the nurse is a man, we commonly say “male nurse,” because the expectation of the word nurse is that the person will be a woman. How about the word rap? Any connotations?

• _Affective_. This has to do with the emotive effect on the addressee by the choice of a particular expression. It is best seen in language which features linguistic politeness, rudeness, or flattery. Is there a difference between “Would you please be a little more quiet?” and “Shut up!”?

a gato, but a gata instead), but those words are essentially different than the more generic terms we first learned. As our language sophistication develops, so does our need for more precise equivalents between one language and another.

A colleague of mine told me of enjoying a student’s rendition of “time flies.” The dictionary gave the singular indicative conjugation of the verb “to fly,” which is volar in Spanish, which would be changed to vuelo. So, instead of a statement about the ephemeral nature of time according to human experience, she created a new kind of insect. The same professor reports another use of moca or fly. A student told her “yo lata moca” (literally, “I” “tin can” “fly”). She meant it as “I can fly.” Never mind the fact that her word for “can” was a noun, not an auxiliary verb. To her, the choice was the correct one because the dictionary had verified it. If only she had been able to tell the dictionary what she “meant” by “I can fly.”

One of my favorite mistranslations came from a composition written in a fourth-semester Spanish course. My student was eager to communicate to me the details of a dream she experienced a few days before. Unfamiliar with the Spanish term for an unpleasant dream, she looked in her inexpensive bilingual dictionary to find the words she needed to complete her phrase. She claimed to have experienced a yegua nocturna. The literal rendition of her two words was, in fact, night or nocturnal mare—a “nightmare,” or so she thought.
must convey the same impact. At times the difference is subtle, but still important.

- **Reflected.** This form of connotation refers to the form of the word, and it often produces a double meaning. Child cites the famous Argentine poem “Martín Fierro,” which includes a marvelous word play when the gaucho refers to a woman as she enters a rustic dance hall. He says “Va...ca...yendo,” which has the same sound as “va cayendo” (she is falling), but clearly spells out “cow...going” (Child 82).

- **Collocative.** In this case, the meaning of one expression is linked with another to form a commonly used phrase. Some words are so common, or powerful, that they immediately trigger another word. For example, “pretty” evokes the word “girl” or “woman,” while “handsome” does the same for “boy” or “man.” Translators must recall the power of these linkages when moving from one language to the other.

- **Allusive.** Sometimes certain words or expressions allude to well-known sayings or quotations. If I were to say, “the problem with this organization is that there are too many chiefs,” I would be making reference to the old saying about “too many chiefs and not enough Indians,” meaning that there is an oversupply of people who want to give orders, but not enough available or willing to do the work that needs to be done. In Spanish, I could not refer to “caciques” because there is no equivalent expression of this type. It would be necessary to spell out the issue more literally.

**Social Register and Tone**

Another issue that is invaluable in the process of translation has to do with the special uses of language. In Spanish, I would mean “lenguaje” instead of “lengua.” We all know that the way we speak depends a great deal on social context. When teenagers “hang out” with their friends, they are likely to use words that they would not use with their parents and grandparents around the table at Thanksgiving dinner! Although two individuals both speak English, that is, the same language, a gang member in Philadelphia would likely use very different language in telling a joke to his friends than the civic leader in Santa Barbara who gives a speech at the awards banquet in her honor. Even in situations that are more routine, we can see how language varies to describe a particular thing or event. For example, note the variation of meaning in Jack Child’s examples of the way we refer to the act of dying: 1) “expired” (pedantic); 2) “passed away” (formal); 3) “died” (neutral); 4) “kicked the bucket” (casual); 5) “croaked” (vulgar) (Child 148).

Scholars discuss the nuances of social register (the style in which one speaks compared to the expectations we have regarding the person’s social group or class) and tonal register (the tone the speaker/writer takes—perhaps vulgar, familiar, polite, formal, or pompous, etc.). What is important to point out is that these issues must be addressed to render a good translation. Even the most simple sentence in Spanish, for example, requires significant choices by the translator. The question “¿Adónde vas, Pedro?” forces the translator to select the informality of the relationship between the speaker and Pedro that is conveyed by the use of the informal second person verb conjugation of the verb ir (to go). A better translation than “Where are you going, Pedro” would be “Pedro, my friend. Where are you going?” What will the translator of the English phrase “Where are you going?” do, since there is nothing inherent in the question to convey the notion of formality/informality, nor is there a clue as to the plurality of “you”? (In the American South, of course, that problem would be solved quickly, since you is singular and y’all is plural.) In this case, the translator must know the context of the sentence in order to have any hope of accuracy.

**The Concept of Translation Loss**

Some theorists talk about “loss” and “gain” (or “omission” and “addition”) in their discussions of what happens when a text is translated from one language to another. For our purposes here, “translation loss” as a category includes both “gain” and
“loss” (other terms include “addition,” “subtraction,” and “omission”), for quantitatively it involves simply a different number or combination of words or grammatical categories that are used to convey the “same” message. In general, Spanish requires more words than English to communicate more or less equivalent ideas. There is a tendency for “gain,” which is considered “loss” from the ideal notion of true translation equivalence.3 Without going into a lengthy discussion, Table 1 gives some examples.

**False Friends**

As a teacher of Spanish, the number one translation problem I see on a daily basis is the tendency for students to misuse so-called “false cognates.” The word cognate refers to being related by blood or origin with another, especially a person sharing an ancestor with another. In linguistic terms, cognate refers simply to words of the same language or form. We rely heavily on cognates to expand our vocabulary and to make “educated guesses” as to the meaning of words. For this reason, it is agonizing when a word which appears to have a common meaning with its counterpart in another language (in our case, Spanish and English) turns out to be a “false friend.”

Let’s take a look at a variety of false cognates listed in Table 2, keeping in mind that there are many partially false cognates, or words which have one meaning that is more or less equivalent to its counterpart in another language, but at least one other meaning that is off the mark.

**A Word about Cultural Issues in Translation**

Cross-cultural problems in translation have their source mostly in the area of denotative-connotative meanings and the notion of social register, but they also deal with a kind of language interference called “compensation,” along with other theoretical problems. Failure to recognize the structural and cultural differences between languages in the translation process produces what Alan Duff calls the “the third language.”4 The language of the translation may be grammatically correct, but it still does not have the proper rhythm and “feel” of the original. The translator’s task is to produce texts in the target language which will not alienate a native speaker’s language, that is, not be “strange” to the ear. I feel that I am competent in Spanish, but when I write a sympathy card to a friend who has experienced a great loss or who is in pain or anguish, my words in Spanish seem wooden and awkward. I might be grammatically correct, but my expression still misses something that a native speaker expects and needs. A successful translation conveys the

<table>
<thead>
<tr>
<th>English</th>
<th>Spanish</th>
<th>Problem</th>
</tr>
</thead>
<tbody>
<tr>
<td>act</td>
<td>acta</td>
<td>Spanish: “minutes of a meeting”</td>
</tr>
<tr>
<td>actual</td>
<td>actual</td>
<td>Spanish: “present” or “current”</td>
</tr>
<tr>
<td>advise</td>
<td>avisar</td>
<td>Spanish: “to warn” or “let someone know”</td>
</tr>
<tr>
<td>assist</td>
<td>asistir</td>
<td>Spanish: “to attend” (as in “attend classes”)</td>
</tr>
<tr>
<td>attend</td>
<td>atender</td>
<td>Spanish: “to assist” or help</td>
</tr>
<tr>
<td>effective</td>
<td>efectivo</td>
<td>Spanish: “cash” (“in cash” = “en efectivo”)</td>
</tr>
<tr>
<td>embarrassed</td>
<td>embarazada</td>
<td>Spanish: “pregnant”</td>
</tr>
<tr>
<td>fabric</td>
<td>fábrica</td>
<td>Spanish: “factory”</td>
</tr>
<tr>
<td>faculty</td>
<td>facultad</td>
<td>Spanish: “college” (i.e., College of Education)</td>
</tr>
<tr>
<td>molest</td>
<td>molestar</td>
<td>Spanish: “to bother”</td>
</tr>
<tr>
<td>luxury</td>
<td>lujuria</td>
<td>Spanish: “lust,” “lewdness”</td>
</tr>
<tr>
<td>parents</td>
<td>parientes</td>
<td>Spanish: “relatives”</td>
</tr>
<tr>
<td>pretend</td>
<td>pretendido</td>
<td>Spanish: “to try or attempt”</td>
</tr>
<tr>
<td>success</td>
<td>suceso</td>
<td>Spanish: “event”</td>
</tr>
</tbody>
</table>
So You Thought that Translation Was All About Words? Continued

essential message of the original with minimal loss and strangeness.

In Search of the “Universal Translator”: What about Computer-Aided Translation?

I suppose that all of us have heard by now of hilarious machine translation software. It is easy to produce humorous results with translation software. All we have to do is look for a literary text that is highly connotative, instead of denotative, in nature, and which alters, perhaps for poetic effect, the standard sequence of syntax in the original language. But what happens when one tries to select “standard” examples to challenge the cyber-translator? I recently conducted such a test and compared the output of the major online translation engines. My results were mixed. I was pleased to find that fairly standard phrases and sentences were translated with reasonable accuracy. Of course, the major errors stood out. When translating the homepage of my university’s special curriculum in international studies, I hardly noticed, at first, that “Secondary Major” had become “Comandante Secundario,” thus changing from an interdisciplinary program to a military rank! Our College of Arts and Sciences became a “university,” because the word “college” was not paired with the concept of “facultad” in Spanish. In response to the phrase “I have been scheduled to lead our sales meeting in Atlanta that week,” the various online translation programs had trouble with “lead” (an ore instead of a verb) and the demonstrative adjective “that” (which was confused with the relative pronoun). One of the programs obviously thought that the “sales” were having a meeting all by themselves!

Happily, the increased size and speed of language databases make it possible for the computer to store and identify more and more words and phrases that have reasonably accurate counterparts in other languages. Fortunately, more sophisticated linguistic techniques help the machine make “educated” guesses regarding the many translation options that may be possible for a certain phrase or word in a given context. Sadly, at least to some, the computer is still far from being adequate as a legitimate “universal translator.” It’s actually not even close!

The limitation of machine translation or computer-assisted translation leads us to a new concept in the theory of translation and a new verb as well. If the machine doesn’t translate documents, what does it do? Well, it “gists.” Yes, it can gist a document and help us to decide if it has some value for us or not. When we rely on the online translation engine to produce accurate translations, we are doomed to failure and frustration. This limitation, however, has led researchers and practitioners to a new area of endeavor with regard to machine-assisted translation. Many companies nowadays have invested considerable resources into what European translators call “fighting the fog,” that is, creating texts in the source language that are as unambiguous and straightforward as possible, thus making them readily translatable by state-of-the-art technology.

So what are the lessons learned here? If nothing else, it should be clear to inexperienced translators or translation users that we don’t just pull competent translators off the shelves. This is a demanding, challenging occupation, and it has its rewards for those who enjoy language and all its possibilities, while accepting the fact that the nature of languages makes true translation equivalence an illusive, if not impossible enterprise.

Notes


2. See especially pp. 98-103 in Hervey et al.

3. After offering an analogy with the concept in engineering, the authors state: “While energy loss is a loss of energy, translation loss is not a loss of translation, but of exact ST-TT correspondence in (the process of) translation” (Hervey et al, p. 16).


Calling the Muse of Financial Translation

By James Sievert

Financial translators are perhaps the only writers who can plagiarize and get away with it. I even encourage it among my colleagues. And, no, we do not have a legal services department. Plagiarism is a financial translator’s best friend because, as it turns out, much of the information we translate has already appeared elsewhere in similar form. Of course, by plagiarism I do not mean the outright copying word-for-word of another author’s text. I mean this: you can avoid the struggle for the right word by consulting the way other writers have written on the subject.

“…In the end, the essence of financial translation is writing…”

The examples are many, but let me just mention a few. Back in the 1990s, the era of booming stock markets, U.S. Federal Reserve Chairman Alan Greenspan said that all those investors making tons of money were under a spell of “irrational exuberance.” Now I translate from German as well as Italian into English, and Greenspan’s famous quote turned up in German as Euphorie, which is dangerously similar to an English word we all know, but this is not what Greenspan meant. You probably won’t be surprised to hear that I saw some translations using the word “euphoria” instead of “exuberance” when Greenspan’s quote went back from German into English. These translations were not done by bad translators, just bad plagiarists.

Financial translators are journalists three times removed. They get their information from news reports. You get your information from them. So when translating, the translator needs to consult the original news report that was the source of the analyst’s reports. You may question the need for the world’s major financial institutions to rehash old news for their clients, but providing investors with information is one of the key add-ons that banks tout in their battle for high-net-worth individuals. Banks are becoming news organizations in their own right. In the battle for added value, banks are providing their clients with websites that include not only detailed accounts of markets, but also daily roundups of world news.

An essential part of the financial translator’s job is not writing, but reading. Reading with a pencil, as Thomas Mann did, or more accurately nowadays, cutting and pasting the important news of the day into separate files and folders. Keeping a list of verbs is also one of the keys to financial translation. No matter what the source language might say, the verbs for financial translation remain the same. Stocks have their idiosyncrasies and bonds have theirs. When they are feeling good, stocks jump, soar, and surge. They are the hares of the financial world. Bonds are the tortoises, and when they move they can only edge up or inch higher. The translator can simply ignore the original verb (except, obviously, in terms of up or down) and plug in the right action verb from the list. How do you compile such a list? Read the financial press and jot down the key verbs.

Translating financial texts means giving them the ring of authenticity, as if the reader had picked up The Wall Street Journal instead of a translated text. One method I use is...
Calling the Muse of Financial Translation Continued

Virginia Woolf’s unmethodical pacing, in which I approach the source text not as a sacred document but as a malleable set of notes—as if it were written by a person who does not know exactly what he or she wants to say. Of course, I mean this metaphorically. In the writer’s own language, we have to presume that they know what they want to say. But in another important sense, the writer does not know what he or she wants to say in another language, otherwise they would have written it in English. So I read the source text to get the gist of what the writer wants to say, and then I put it away and write the text in English.

I find that my best financial translations come when I fall back on my journalism training. In Journalism 101, you are handed a fact sheet on which are noted the key and not-so-key facts to the story. It is your job to separate the important from the unimportant and write your own story. I see financial translation in a similar vein. I read the author’s source text. He wants to communicate to investors his view of the world markets. I take the key ideas and write my own sentence, using the kind of strong verb-based writing you will find in the financial press. Example: “Stocks soared yesterday on news that third-quarter GDP raced ahead at a 4% annualized pace.” Whatever the source language may have said (and following the original source text closely, it would not have been unlike what I have just written), we have to write the way readers of The Wall Street Journal or the Yahoo! financial page are used to seeing it written. Once again, this means that a big part of our job is reading with Thomas Mann’s pencil. Jot down the way the pros are writing, keep your own electronic files of the phrasings you like, and then mimic (go ahead, plagiarize) their style.

It takes some courage to distance yourself from the text and avoid getting sucked in by the easy solution. Syntax is the hallmark of language, and the syntax of no two languages is the same. English syntax is deceptively simple, even more so because, as native speakers, we do not think about it. But don’t be fooled by the way another language sets words together in a sentence. English has a word order that is set in stone: subject-verb-object. Go to The New York Times, where you will be hard pressed to find an article that has more than one sentence that is not in the subject-verb-object format. This is a particular problem when translating from, say, German, a language that loves starting sentences with convoluted clauses. A big part of the translator’s job is unraveling a tangled web of ill-formed sentences. To do so, you have to step out of this jungle yourself, get a clear mind, think in English, and write your sentence the way you know how, naturally, in the ease of your native language.

Technology tools make this natural act even more simple for us. Memory databases such as TRADOS break down a text into sentence cells for a good reason: we write in sentences, not paragraphs or chapters. We even think in sentences (like one long stream of consciousness). And whenever a long-winded German sentence (a kind of stream of consciousness in and of itself) needs to be tamed, it is still not a problem, as you simply put several English sentences into one cell. Rarely does the reverse occur—that two German sentences have to be combined into one English sentence. Though admittedly there are times when TRADOS is awkward, it is such a rare occurrence that it shouldn’t slow down your flow. Thus, tools such as TRADOS mimic our natural way of writing. I have heard from other translators that they do not like translating one sentence cell at a time because it prevents them from getting the overall feel for the text. My response is that you get the big picture of what the text is about by reading it through before you even begin translating it. This is the point at which you pick out the terminology that you may stumble on later. In financial translation, the tools available on the Internet are so vast that this embarrassment of riches can only help but enhance your own writing and translating.

The most recent example I had of a financial translation was a 15-page macroeconomic report on China that I had to render from Italian into English. Since being a financial translator is one part journalist, I read the financial press every day. So, before I even received the report on China to translate, I knew what the issues were: overheating economy, balance of trade surplus with the U.S., shaky banking system, China becoming the workshop of the world, and China as a huge importer of commodities. In other words, I had been reading with my pencil. (By the way, I use these beautiful silver and black pencils from the New York Metropolitan Museum of Art. I have found that falling in love with your writing instrument enhances your desire to pick it up and use it.) By the time I received the financial analyst’s report on China, I already knew what he or she was going to write. And sure enough, the report I ended up translating had more or less the same topics I mentioned above. I did a quick search on The Wall Street
When is it Due? A Look at the Phrasing of Time Frames in Legal English and Spanish

By Ricardo Chiesa

The phrasing of time frames and deadlines in legal texts is not always clear. Translation can be problematic when the manner in which a time frame is to be computed is not understood, which is mainly due to the mind-boggling effect often caused by the adverbial adjuncts used to establish the relevant parameters. Considering the particular weight that time-related provisions carry in legal texts, such as contracts, corporate documents, or even laws, we translators may find it useful, at the comprehension stage preceding translation proper, to try to “picture” time frames in our minds rather than render them mechanically into the target language. This article focuses on time frames as they are usually worded in English texts, with Spanish translations being provided to illustrate certain key concepts.

Time Frames: Purpose and Different Types

Why should time frames be established in the first place? In the legal world, the interplay between any two given parties (a corporation and its shareholders, two contracting parties, the government and the community, etc.) entails a “balance of forces.” Here, the parties normally wish to make it clear that rights will be acquired, enjoyed, enforced, terminated, or waived, and that obligations will be assumed, performed, discharged, or waived other than “at will,” i.e., within parameters that provide a sense of order and security to a relation that would otherwise be chaotic from the temporal perspective. In other words, the law does not favor unpredictability. Along with manner, degree (or extent), and location, time is one of the four all-important variables in the distribution of power that is inherent in all acts under the law.

Naturally, in many legal relationships, there is often a dominant party who sets time frames, with little or no room for discussion being left to the weaker party (as is the case with the lawmaker fixing terms of imprisonment, or a powerful utility setting deadlines in its contract of adhesion). In all cases, however, there is a party “beneficiary” (who benefits from) and a party “obligor” (who is bound by)

“...The law does not favor unpredictability. Along with manner, degree (or extent), and location, time is one of the four all-important variables in the distribution of power that is inherent in all acts under the law…”

the established time frame. We will come back to these notions of “beneficiary” and “obligor” in respect to time periods when we discuss the direction of time frames below.

If represented graphically, time frames would either appear as segments (with both the point of origin and the finishing point being specified) or semi-straight lines (with only the origin being specified). In law, the former are much more frequent than the latter, because frames resembling semi-straight lines signify indefinite duration, which is an exceptional feature in legal transactions.

In addition, the initial point used as an opening parameter may be definite or indefinite as to the date of occurrence. For example, a description of a time period that is worded “12 months starting on the date of execution of this Agreement” specifies a segment in which the starting point is the execution date and the finishing point is set 12 months thereafter. The initial point is definite insofar as the execution date is set forth in the agreement itself. In contrast, a provision reading “Vendor reserves the right to collect any sums due at any time following termination of this Agreement for any reason” contains a term of indefinite duration (“at any time”) starting on a date which is also indefinite, since the date of termination cannot be ascertained in advance (i.e., at the time when the agreement is entered into).

Different Directions

Forward-looking Terms

Time frames as described above can be either forward-looking or backward-looking. “Forward-looking” terms point to the future from a given point of origin. Their purpose is to establish obligations to be fulfilled or requirements to be satisfied by a party. Since the party bound by the time frame is not allowed to postpone performance indefinitely, it is subject to a deadline. It follows that all forward-looking terms are necessarily maximum. It must be noted, however, that the reverse is not necessarily true, since not all maximum terms are “forward-looking,” as will be discussed later in this article (see Prohibitions).

Forward-looking terms can be broken down into the following three notions, stated in chronological order: inception (i.e., beginning), duration, and deadline. However, forward-looking terms focus on the deadline rather than anything else, so the linguistic expression of the time frame gives prominence to the
end of the segment. Therefore, the relevant marker for the deadline appears in front position.

Tables 1 and 2 show possible markers in English and Spanish.

Markers

The forms listed in Tables 1 and 2 cannot be freely combined. When the duration is made explicit, “quantitative” markers (within, not more than) or the purely temporal marker no(t) later than are used. The specification of the inception is inevitable so that it is clear how the term is to be computed. For example:

1.) “Licensor will approve the Annual Sales Plan within two months of receipt thereof.”

2.) “All monthly payments shall be made no later than ten business days subsequent to the first business day of each month.”

In sentence 1, the initial point (“receipt of the Plan”) appears to be indefinite as to the date of occurrence, but most probably the text contains a cross-reference to another provision setting forth the deadline for receipt of the plan. In sentence 2, the initial point (“first business day”) can be ascertained by merely looking at a calendar. Possible translations into Spanish of the italicized terms in sentences 1 and 2 include, but are not limited to, the following:

1.) “… dentro de los dos meses de su recepción / dentro de los dos meses posteriores a su recepción / dentro de un plazo no superior a dos meses desde su recepción.”

2.) “… dentro de los diez días hábiles siguientes al primer día hábil de cada mes / a más tardar, el décimo día hábil contado a partir del primer día hábil de cada mes.”

When the duration is implied, purely temporal markers (on or before, by, not later than) are used, followed by a specific point in time, and the indication of the inception point is optional. For example:

3.) “Requests for cancellation of membership shall be sent by e-mail or fax on or before June 30.”

4.) “Business forecasts shall be made available to Supplier by the fifth day following the end of each quarter in each Sales Year.”

In sentence 3, the inception point is not mentioned and becomes clear
only in a given context, which the parties are sufficiently acquainted with. In sentence 4, the inception point is made explicit, but can only be “visualized” by looking at the concept of “Sales Year” as defined in the text. Possible translations into Spanish of the italicized terms in sentences 3 and 4 include:

3.) “… hasta el 30 de junio inclusive.”

Spanish phrases in which an article and a preposition, or two or more prepositions, are coordinated with an elided head (“el o antes del 30 de junio”) are considered incorrect, while the normalization of this deviant use by providing the head and adding a deictic term with an anaphoric reference (“el 30 de junio o antes de dicha fecha”) may sound awkward or unnatural.

4.) “… dentro de los cinco días posteriores a la finalización de cada trimestre en cada Año de Ventas.”

Most sentences containing a maximum term can be rephrased by using the pattern “The deadline for … is / expires …” Intralinguistic paraphrase, together with the use of transpositions and modulation as translation procedures, may be useful to provide a Spanish translation that honors economy of phrase without detracting from meaning or clarity. Thus, the relevant portion of sentence 3 above may be translated as “El plazo para el envío … vence el 30 de junio.”

Forward-looking terms being maximum, the party bound by them may perform the obligation at any time within the “segment” between the inception point, if specified, and the deadline, but not later. In other words, the obligor need not wait until the expiration of the term and may “use” the whole of this segment, but must not go beyond it. This is why these time frames are sometimes worded in the negative for the sake of emphasis, with markers like after or later than being used to modify the deadline. For example, “No requests for cancellation will be accepted after June 30.”

Finally, the use of the term maximum is pleonastic in forward-looking time frames, so no harm is caused if it is not used when writing the original or if it is omitted in the translation. The time frame in a sentence like “All copies shall be returned to Publisher within a maximum term of twenty days from the date of cancellation of the order” may be reworded to read “within twenty days” without changing the meaning.

**Absolute Deadlines and Options**

Sometimes, two maximum terms are coupled together, with the second term introducing an “absolute” deadline. For example, “Expenses incurred by Agent shall be reimbursed by Principal within ten days following submission of receipts, but in no event after the thirtieth day of each month, provided, however, that no same-day payments will be made.” It is interesting to note that as long as the agent complies with its duty to account for the expenses incurred, one deadline may take priority over the other one, depending upon the time of submission of the receipts. If the agent submits proof of the expenses on, say, June 15, the principal must reimburse him for them on or before June 25—or become a defaulting party on June 26, because the 10-day period applies. If proof is presented on June 24, the principal must fulfill his reimbursement obligation by June 30, so he has only six days within which to perform, because the absolute deadline applies. The interpretation—sometimes attempted by lawyers—that the absolute deadline prevails in all cases would render the other time frame meaningless, and improperly grant one of the parties an unintended grace period (the only exception being, as stated in the proviso, that no reimbursements will be made on June 30 if proof is presented that same day).

A variant of forward-looking terms coupled together comes in the form of options, introduced by markers like the earlier/the earliest of or whichever comes first. Here, two or more deadlines are established, one of which prevails if it occurs before. For example:

5.) “Licensing fees shall be paid to ZZZ, Inc. the earlier of: (i) not more than seven days following the date on which Distributor receives payment for the Products; or (ii) within sixty days from the date when the Sublicensee accepts the Products.”

In Spanish, there is no equivalent of “the earlier of” that is as concise as this phrase in the example above, so either of the following two translation procedures may come in handy: a) compensation by splitting, which would result in the Spanish phrase “dentro del plazo que primero se cumpla entre los dos siguientes”; or b) modulation, which entails a change in point of view: “Las regalías por licencias se abonarán a ZZZ, Inc.: (i) dentro de los siete días posteriores a..., o bien (ii) dentro de los sesenta días desde la fecha en que..., si este plazo se cumple primero.” An objection may be made that undue prominence is given to one of the two periods so neutrally set forth in the source text, but this is a minor objection if we feel that

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**The ATA Chronicle | October 2004**
the target text flows more naturally and, most importantly, meaning is neither added nor lost.

**Backward-looking Terms**

These time frames point to the past from a given point in the future, with the inception being set at some future date which may be certain or uncertain at the time the text is created. These terms can be classified into two distinct groups: a) terms as requirements for notices to be given; and b) terms during which prohibitions are imposed or rights may not be exercised.

** Notices**

Group A, which practically monopolizes the use of backward-looking terms, is comprised of time frames fixed for the benefit of a party (the recipient of the notice) that will subsequently suffer (broadly speaking) some kind of damage, loss, or deprivation. These frames correspond to what is known as previsos in many Spanish-speaking countries. They balance the right of one party (the sender) to cause this damage or loss with the right of the damaged party (the recipient) to have advance notice of it. Consider these examples:

6.) “Any increase in the prices as set out in the Price List shall be submitted by Seller to Purchaser at least forty days in advance of their effective date.”

7.) “In the event that remittance of U.S. dollars to the United States is not possible under the laws of the Territory, Franchisor may terminate this Agreement upon thirty days’ written notice to Franchisee.”

Sentence 6 is much more explicit in that it brings to light two features of backward-looking terms that are hidden in sentence 7: first, the fact that the period is to be computed backwards (“advance”); and second, the fact that the period is minimum (“at least”). Since these terms benefit both the purchaser (who may be “damaged” by the changes to the price list) and franchisee (who may not wish the agreement to be terminated), they are necessarily minimum. As such, and in contradistinction to forward-looking terms, they represent timelines that the notifying party must not step on—or it will be breaching its duty to give proper advance notice.

As to the inception, it is uncertain in both cases above, for the context shows that the price increases in sentence 6 or the termination upon impossibility of remittance of foreign currency specified in sentence 7 are contingent events. Therefore, the effective date for the price changes or the termination date cannot be ascertained in advance, and may never occur at all. But if the notifying party contemplates these events happening, then it must choose/decide on a future date of occurrence and count the notice period from that date backwards.

Again, it follows that the use of markers, such as at least or not less than, can be dispensed with (and freely omitted or added in the translation), since these periods are not segments, but semi-straight lines pointing backwards from the intended origin. Thus, the notifying party may use any portion of the timeline before the length of the term counted backwards, but not on or after the date when the retro-computation ends, because the point at which the computation ends operates as a sort of “reverse deadline.” In other words, in sentence 7, for example, there is nothing to prevent the franchisor from giving 40, 60, or more days’ notice, but the “reverse deadline” for giving notice is the thirtieth day counted backwards from the intended date of termination.

A frequent translation error consists of translating these terms by using markers that mistake the “reverse deadline” for a future deadline proper. Thus, an erroneous Spanish translation for sentence 7 would read “…mediante notificación escrita cursada al Franquiciado a los treinta días,” in which the period is mistakenly understood to run forwards (presumably, from the date when the impossibility of remitting dollars arises) rather than backwards (from the intended date of termination). And we would be making a comprehension mistake if we understood the omission of phrases like “at least” to mean that notice may be given only on the thirtieth day preceding termination. Such an assumption would be illogical from a legal point of view, because inception dates and due dates are parameters marking the beginning and/or the end of periods within which to do something. Thus, correct translations for sentence 7 include: “…mediante notificación escrita cursada al Franquiciado con una antelación / anticipación (mínima) de treinta días” or “…con (no menos de) treinta días de antelación / anticipación.”

**Prohibitions**

Group B, discussed earlier, is comprised of time frames to be counted backwards from a given point, during which a party is forbidden or denied the right to do something. Unlike time frames set as requirements for notices, these terms may be minimum, fixed, or maximum. Therefore, the use of markers, such as at least or maximum, does make a difference. For example:
8.) “If the Register of Members is closed in order to determine those Members that are entitled to attend and vote at a meeting of Members, such Register shall be so closed for at least 10 days immediately preceding such meeting.”

The purpose of this kind of provision is to establish a record date that operates as the “reverse deadline” mentioned above, on or after which registration is impossible because the register is closed. In this case, any (new) members of a limited liability company are denied the right to enter their names in the register for a period that the managers may fix at their discretion, except that it shall not be less than 10 days (it is minimum).

This time frame may be established as a fixed or definite term, in which case, the provision would read “…shall be closed…for 10 days,” and must be understood to mean not one day more, not one day less. Or it may be read “…for a period not greater than 10 days,” in which case, the managers may fix the closure date at any time within these 10 days (the term is maximum).

Markers

Table 3 below shows the usual relevant markers for backward-looking terms in English and Spanish.

Appearances Can Be Deceptive

There are provisions in which two parameters appear to “fight” for the role of the point of origin, so it is not clear whether the term is forward-looking or backward-looking. Consider this example:

9.) “No legal action may be brought to recover on this License before 60 days have elapsed after submission of a claim as required herein.”

Where should we start when deciding how to compute the term? Should we go forward from the date when a claim is submitted, or backwards from the date when a legal action may be brought? The trouble is that the provision states a prohibition, which is actually the obligation to refrain from doing something. If compared to the obligations established under forward-looking terms, this sentence provides something like the negative of a picture, in that the obligor may not use any portion of the 60-day segment, but is free to act after the deadline. A legal action may validly be brought only from day 61 onwards. Clearly, the question can only be solved by choosing one of two points of view. From the obligor’s standpoint, the time frame is minimum, as are all waiting periods. But this is so with respect to the obligor’s right to do something, which is acquired after at least 60 days have passed, and not with respect to the prohibition imposed upon him, which is the linguistic expression of the provision. Hence, the time frame is maximum, as are all forward-looking terms, with the prohibition ceasing on day 60 within a term to be computed from the date of submission of a claim.

I hope this discussion of time frames may contribute to a deeper understanding and a systematic organization of concepts that often lie hidden behind the innocent-looking words signifying them.

References


Self-assessment skills lead to accountability in interpretation and allow interpreters to analyze both the process and product of their own interpreting. When the interpreter has greater self-awareness as a result of self-assessment, he or she develops increased autonomy. This leads to a greater sense of responsibility for one’s work, which, in turn, leads to improved accuracy. Self-assessment also allows interpreters to identify error types and engage in effective practice strategies to improve performance. For more details on the ideas presented in this article, please see The Effective Interpreting Series: Consecutive Interpreting from English (Patrie 2004).

The Five-Step Follow-Up
The Five Step Follow-Up process is a unique approach to analyzing your own interpretations. This approach allows you to examine the product of your interpretation, consider the possible effects that errors will have on the communication, and make the necessary revisions to avoid such errors. While evaluating errors, it is important to keep in mind that not all errors are equally serious, but that the degree of seriousness can compromise the integrity of the message. Once the probable effects of errors on the communicative function have been determined, an action plan can be developed to improve future interpretations.

The purpose of the Five-Step Follow-Up process is to introduce and strengthen the concepts of self-assessment and insight in the interpreting process. Interpreters who have accurate self-assessment skills can enjoy lifelong learning and continuing education opportunities in a wide variety of settings, even if a teacher or mentor is not available.

Self-assessment skills lead to greater accountability, which means that interpreters can make conscious decisions about both the products and processes involved in their interpretations and work to keep their interpretations faithful to the original message. It also means that interpreters can take responsibility for their work and correct an interpretation when they see that it is not being faithful to the original message. E. Fleetwood, a graduate of the Master of Arts in Interpretation Program at Gallaudet University who became very familiar with the process, suggests that the impact of this type of self-assessment is unparalleled (1998). This process is described in more detail in the following sections.

Steps to Self-analysis and Self-awareness
To begin the self-analysis process, record yourself interpreting on video or audiotape. This process assumes that you are able to judge equivalence between source and target messages. It is essential that the target audience and other contextual information be considered when the interpretation is rendered. If you are doing a practice interpretation in the absence of a target audience, you must still describe and interpret to an audience within a certain context.

Now review your entire interpretation. Then select a three-minute portion of the recording you just made to analyze, and work on improving it using the five steps described below. Be sure to note at least one positive aspect of your interpretation.

Step 1: Interpretation Rendered
Write out the utterances from your interpretation that you would like to improve. For example, if you are working into spoken English, write only the phrase (or phrases) that need revision.

Example: “John lost his keys.”

Step 2: Revisions
Write a revised interpretation for each error identified in Step 1 that better preserves the meaning of the original source message.

Example: “John found his keys.”

Step 3: Underlying Reason
The interpreting process is really multidimensional and multifaceted, not linear, but for the purpose of this type of self-analysis exercise, the process is separated into three parts. You will need to select from one of three areas for analysis: comprehension, transfer, or reformulation.

Example: “I misunderstood the source message so this is a comprehension error.”

Step 4: Effect of Error on Communicative Function
Next, it is important to consider the target audience and the probable effect any errors will have on their comprehension of the message. According to Kussmaul (1995), assessing an error’s significance to the overall message will help you to
determine the *communicative function* of the error. For example, does the error distort the message or is there a sufficient degree of precision? To determine the probable effect of errors on the communicative function of your interpretation, select from the taxonomy proposed by Kussmaul below:

5 = No negative consequences to participants;  
4 = Consequence of errors is minimal;  
3 = Consequence of errors is moderate;  
2 = Consequence of errors is severe; or  
1 = Consequence of errors is grave.

Example: “This could have been a grave error, since my interpretation conveyed the opposite meaning of the intended meaning in the source message.”

**Step 5 Action Plan**

Write down what action you plan to take to improve your work after you have determined the reason for error in the interpreting process and its impact on the communicative function.

Example: “I need to listen more carefully and also to analyze the incoming message more carefully.”

**Interpretation Quality as it Relates to Expertise**

S. Kalina says that sometimes quality in interpretation is determined by examining the product (Pochhacker 1994c). According to this view, the target text is evaluated independently of the source message. In contrast, “Moser-Mercer identifies, as the optimum quality goal, a complete, accurate, undistorted rendition of the original, taking into account extra-linguistic information subject to situational constraints” (Kalina 2002, p. 123).

There are various perspectives and relationships to consider in judging quality in interpretation. Kalina says that the relationships between speakers, interpreters, source and target texts, and users all need to be considered. Interpreters who consistently demonstrate high levels of quality also possess other characteristics that describe expertise. A summary of Ericsson’s (2001) study on expertise and how it relates to interpreting follows.

**Expertise in Interpreting**

Before discussing expertise in interpreting, we must know what expertise itself means. “Expert performers can reliably reproduce their performance any time when required, such as during competition and training” (Ericsson 2001, p. 192). Ericsson’s work suggests that expertise in various domains is acquired through interaction with specific training activities and deliberate practice.

Ericsson (2001, p. 192) provides several claims about expertise that generalize across domains when seeking to measure the “superior reproducible performance of experts that can be measured during development” (Ericsson 1996). He suggests that achievement levels increase gradually and that experts typically reach their peak career performance in the middle to late 20s for vigorous sports and about 10 years later for arts and sciences. The notion that about 10 years of practice is needed is also supported by other authors. Hoffman cites Moser-Mercer (Personal Communication), who says, “it could take between 6-10 years on the job to become recognized as a real expert in conference interpreting” (Hoffman 1997, p. 198).

Hoffman suggests that novices move through levels or predictable stages, and that the development of expertise involves a progression from a superficial and literal understanding of problems to a more conceptual understanding. Furthermore, it is rare for a skill level to be skipped. Once practitioners become proficient, their level of expertise does not usually regress unless they discontinue practice.

**Engagement in Domain-related Activities**

In order to find out what training activities should be practiced, Ericsson and his colleagues (1993) identified the ones most closely associated with optimal improvement of performance. They classified these activities as effective and deliberate practice.

**Characteristics of Effective Practice**

If practice is the avenue to improvement, it is important to know what kinds of practice will be helpful and how long such practice should last. Ericsson’s (2001) work focuses on the importance of effective practice: “Improvement of performance was uniformly observed when individuals, who were motivated to improve their performance, were given well-defined tasks, were provided with feedback, and had ample opportunities for repetition. Individuals were able to keep improving during a series of training sessions as long as the sessions were limited to around an hour” (Ericsson 2001, p. 193).

**Deliberate Practice**

Ericsson also emphasizes the importance of deliberate practice, and notes that, “deliberate efforts include problem solving and finding better methods to perform the...”
tasks” (Ericsson 2001, p. 193). The Five-Step Follow-Up process is an example of a type of deliberate practice that focuses on the analysis of one’s own interpretation with the goal of self-improvement. According to Ericsson (2001, p. 194), the main characteristics of deliberate practice are solitary practice with full concentration and the intention to improve certain aspects of performance. To emphasize the importance of the amount of time spent in solitary practice, Ericsson and his colleagues (1993) compared three groups of musicians whose work depends on maintaining high levels of expertise. The most accomplished musicians had practiced for about 10,000 hours by age 20. Two other groups of musicians (who had practiced 5,000 and 2,500 hours, respectively) were ranked second and third in skill level, as compared to the group who had practiced 10,000 hours. To further illustrate this point, Ericsson found that amateur musicians of the same age had practiced only about 8,000 hours (Ericsson 2001, p. 194). Thus, effective and deliberate practice can move a motivated person toward expertise more quickly.

Deliberate practice is important for attaining high levels of skill and also for maintaining expertise. The concept of deliberate practice also accounts for individual differences in the maintenance of expert performance (Krampe & Ericsson 1996; in Ericsson 2001, p. 194). Those who continue in deliberate solitary practice are likely to maintain their expertise.

As individuals progress through the learning curve associated with a new skill, different strategies are used. According to Fitts & Posner: “During the first phase of learning and skill acquisition, individuals need to concentrate on what they are going to do in order to reduce mistakes. With more experience, their obvious mistakes become increasingly rare, their performance appears smoother, and they no longer need to concentrate as hard to perform at an acceptable level. After about 50 hours of practice for everyday or recreational activities, like skiing, tennis, or driving a car, an acceptable standard of performance is attained without much need for effortful attention” (Fitts & Posner 1967, p. 195). Once this level of acceptable performance is achieved, additional experience does not significantly improve performance. Experts continue to improve as a result of deliberate practice, and because they are continually trying to find ways to improve their skills and control performance. “The expert performer actively counteracts the tendencies toward automaticity by actively acquiring and refining cognitive mechanisms to support continued learning and improvement. Experts deliberately construct and seek out training situations in which the desired goal exceeds their current level of performance” (Fitts & Posner 1967, p. 96).

Self-confidence

One hallmark of expertise is self-confidence. The self-confidence that experts exhibit is linked to the large amounts of deliberate practice they have undergone. Not only do experts exhibit reliably reproducible performances, but they also tend to have identifiable personality characteristics, such as good communication skills and the ability to convince others of their expertise. These characteristics are a good basis for interpreting expertise. Hoffman summarizes research on expertise and notes that experts show self-confidence. Bradley (1981) and Klemp and McClelland (1986) are willing to stand behind their decisions. Hoffman suggests that interpreting students who do not have self-confidence generally do not progress as well as those who do.

Self-confidence can be a self-accelerating loop. Finding and using effective strategies for improvement can provide a strong basis for self-improvement. Continued practice and revision of interpreting strategies increases self-confidence, which, in turn, leads to a willingness to attempt more authentically creative solutions to interpreting problems.

Conclusion

Through deliberate and effective practice you can improve your interpreting skills in a systematic way, and knowing that you are taking these steps helps to improve your overall self-confidence. Using a simple, yet effective, approach to evaluating your own performance can ultimately lead to greater self-confidence because the practice of self-analysis leads to a clearer understanding of your strengths and weaknesses. Deliberate practice can lead to improvement in performance and the development of expertise.

References


**Profiles In Continuing Education**

Continued from page 11

customers and potential customers, and colleagues with whom I can share work and information. Automotive company people see me learn, ask questions, and talk to the top executives in the industry. When I teach MBA students at WSU, many of them also work at automotive companies. They tell their bosses about me, and often the bosses tell me later on what their subordinates were telling them about me. This is great marketing!

**Calling the Muse of Financial Translation**

Continued from page 28

*Journal* website (paid subscription only, but worth it) and found a half dozen articles on China.

Knowing what the issues were armed me with the necessary tools to write the article. Yes, write, not translate. I was ready to do my unmethodical pacing around the Italian text, and ready to give an English voice to a struggling writer of Italian. I could zip through the text, sentence by sentence, because I was not thinking about translating the text. I was ghostwriting for an analyst who was having trouble expressing himself in English. I knew what he wanted to say because I knew the hot-button issues for the Chinese economy. I was not translating out of a foreign language. I was rewriting a set of sloppily put together notes.

In the end, the essence of financial translation is writing. And to write well, you need all the tools of the great writers (the attention to detail) and the tools of the modern writer (the technology that will put you one step ahead of the source text), whether that tool is a one-dollar pencil or the whole World Wide Web itself.
A seminar entitled “Language Matters in a Multilingual Courtroom” was recently held at the new International Criminal Court (ICC) in The Hague, where the embryonic translation department is preparing its policies and ethics, although it will be some time before the first case is heard. By comparison, the translation department at the International Court of Justice (ICJ), also in The Hague and often referred to as the “World Court,” has remained somewhat static in this respect. Thus, it is of interest to compare the ICJ, with its 80-year legacy of translation (dating back to the foundation of the League of Nations), with some of the more recent international courts and tribunals.1 Whilst they are all very different in terms of jurisdiction and subject matter, in many ways the ICJ is the forerunner, in terms not only of jurisprudence, but also of language policy (the main historical aspect of which is the predominance of English and French). The following will show, however, that more recent courts and tribunals have introduced greater flexibility to ensure that language is less of a barrier for citizens of participating states, whilst the ICJ has remained somewhat static in this respect.

“Raison d’être” of Translation at the ICJ

The subject matter covered by the ICJ is not so familiar to the layman as that of the cases before the ICTY or Courts of Human Rights, with the prosecution of individual war criminals in the former and the right of individual petition in the latter. The ICJ is the principal judicial organ of the United Nations, and mainly hears disputes between its member states. Its roots can be traced to the Permanent Court of International Justice (PCIJ), which heard its first case in 1922. The parties involved in its cases are always national governments, which partly explains why the Court’s language policy has largely been fashioned for lawyers and academics rather than for the general public.

The ICJ has only two official languages, English and French, which are also its working languages, regardless of the case. This choice dates back to 1920, when the PCIJ Statute was being drawn up. At the time, French was still predominantly the language of diplomacy, and the initial proposal was to stipulate French as the Court’s sole official language. English was only added after protests by English-speaking delegates on the League of Nation’s Council, one of whom stressed that the “Treaty of Versailles puts the two languages on an equality” and that “the League of Nations itself carries on its business in French and English; and the English is not regarded as a mere translation of the French, but is treated as of equal authority.”2 When the UN came into being in 1945, it adopted a total of five, and later six, official languages3, but the ICJ retained only English and French.

It must be said that the ICJ’s Statute does allow for the possibility of pleadings to be filed in unofficial languages, but only if the party itself provides a certified translation. This, however, is quite rare. In any event, all in-house translation is confined to the two official languages. Registry staff members are normally required to be proficient in both languages, whilst judges are only expected to speak one of the two; hence, the need for interpretation in deliberations (unlike the ECI, where only French is used). French is still considered to be the “first” of the two languages at the ICJ, although this does not have many practical implications, except perhaps for the fact that the usher shouts “La Cour!” (as opposed to “All rise!”) when the judges enter the courtroom.

All of the Court’s internal documents as well as its publications have to be in both English and French. Judges always deliberate on both language versions of their pronouncements, which are then published together, unlike in many other international courts, but only one version is designated as authoritative. Under Article 39(2) of the Statute: “the decision of the Court shall be given in French and English. In this case the Court shall at the same time determine which of the two texts shall be considered as authoritative.” This is a precaution that dates back to the first PCIJ Statute in 1920: “to meet all eventualities, and to give satisfaction at the same time to the legal principle which demands the uniformity of the texts...it might be supposed that the Court, in giving its decision, will indicate which of the two texts, equally authentic, shall be accepted in the unlikely alternative of an inconsistency between them.”4 The judges decide on the authoritative version at the end of their deliberations. The principle is to alternate between English and French, unless

“...Having an original, parallel text in two languages is actually very useful, especially for translators of those languages, and has the advantage of immediate bilingual publication....”
the language of both parties is clearly one or the other.

In the late 1980s, there was some debate as to whether the Court’s judgments should be officially translated into each of the other UN languages, with every version being published separately. However, the idea was rejected largely for budgetary reasons, but also to preserve the special status of the en regarde bilingual text in English and French (the languages of the deliberation). One commentator defended the existing system, pointing out that the two texts are “mutually supportive,” but nevertheless advocated an unofficial translation into Spanish.9

Solutions Adopted by Other International Courts and Tribunals

At the European Court of Human Rights, by comparison, applications can be submitted in the applicant’s own language, and the continued use of that language may be authorized.8 When it comes to decisions, however, in the majority of cases (except in certain cases before the Grand Chamber), the Strasbourg judges will now only deliberate on one language version (French or English), which then serves as both the authentic and authoritative text. Their workload would be excessive if bilingual texts were produced systematically, since they handle considerably more cases.

At the International Tribunal for the Law of the Sea, the original idea was to alternate between authoritative versions in English and French, like at the ICJ, but after the first judgment, when English was chosen, the judges apparently failed to agree on the choice of language, so both are now equally authoritative. This clearly presents problems in the event of an interpretation issue, which is precisely what the ICJ has sought to avoid. At the European Court of Justice, only one version is authoritative, the “language of the case” (i.e., of the proceedings), but 20 language versions will now be published.7

As regards the publication of decisions, the language policies of some more recent courts and tribunals appear better adapted to the needs of the general public. The ITLOS Rules of Procedure, for example, include a provision (Article 64-4) whereby:

“When a language other than one of the official languages is chosen by the parties and that language is an official language of the United Nations, the decision of the Tribunal shall, at the request of any party, be translated into that…language…at no cost for the parties.”

The ICC policy goes even further. Despite the fact that its working languages are English and French, the Rome Conference decided that judgments, as well as “other decisions of the Court resolving fundamental issues,” must be published in the six official languages (the same as those of the UN).8 Rule 40-3 of the Rules of Procedure further provides:

“The Presidency may decide to publish other decisions in all the official languages when such decisions concern major issues relating to the interpretation or the implementation of the Statute or concern a major issue of general interest.”

It may, however, be some time before the results of this policy can be assessed. It will probably prove difficult to publish all language versions within a reasonable time after the delivery of the judgment. This has sometimes been the case with only one other language version at the ICTY, where delays in the translation of judgments into French have been the source of complaints.9

Procedural Implications for ICJ Translators

At the ICJ, written pleadings submitted by the parties have to be filed in either of the two official languages, and will then have to be translated into the other. There are rare exceptions to this rule, as in the ongoing Benin v. Niger case, where the parties have agreed to use French in their pleadings (under Article 51 of the Rules). Here, since the case is to be heard by a chamber of mainly French-speaking judges and not the full court, the judges themselves will not require a translation of the documents.

In fact, pleadings constitute the majority of translation work at the ICJ. Unless otherwise agreed, there are two rounds of documents: the memorial and counter-memorial (sometimes including counter-claims), then the reply and rejoinder, and let’s not forget preliminary objections, written observations on various points, and the annexes to all these documents often several volumes). The rigidity or ambiguity of the language rule has led to some unfortunate situations. In more than one case, the pleadings were filed in French, but parts had actually originally been drafted in English by an English-speaking lawyer. The Court could have made use of those parts rather than retranslating them.10

Unless the parties object, written pleadings can be found, together with their translations, on the Court’s website.11 Miscellaneous internal administrative documents are also entrusted to the translators. They are often drafted in French because it is currently the language of the registrar, deputy registrar, and other legal officers.
However, the ICJ employs many more translators in French than in English (12 compared to 3), essentially because more of the written pleadings are filed in English than in French and surplus work is outsourced to regular freelancers.

The most visible translations are, of course, those of the Court’s decisions, which consist not only of judgments in contentious cases, but also of advisory opinions given in response to questions submitted by UN bodies, such as the recent opinion entitled “Legal Consequences of the Construction of a Wall in the Occupied Palestinian Territory.” Orders, adopted on “incidental” issues, including provisional measures, follow the French-style “dogmatic-syllogistic” approach (with *consideranda*—i.e., paragraphs beginning with “whereas”) rather than the common-law discursive approach, which is the style of judgments and advisory opinions. Any ICJ decisions can be accompanied by dissenting or separate opinions, which are sometimes longer than the decision itself. These are drafted by the individual judge or judges (if joint) and, unlike the actual decision, are usually pure translations in the other language version. Such texts can be the most difficult to translate in terms of style and usage, especially when the judges are not native speakers. Even though the texts are sometimes edited first by translators, the judge, of course, has the last word!

At the deliberation stage, the written notes of the judges and their proposed amendments to the draft have to be translated for internal use. Whilst both language versions of decisions will be approved by the judges in private deliberation (after one or two readings), the initial drafts are produced by a drafting committee of judges and lawyers, often partly in one language and partly in the other, and then translated. However, translators are not usually present at these committee meetings.

From the time of the preliminary draft judgment, no distinction is made between the original language version and the translation. Thus, some judges may criticize what they think is the translation when it is really the original! This means that if a judge proposes an amendment to the translated text, say in English, the translator will have to adjust the original French text. This is a delicate exercise for the translator, as the judge who wrote the original French might be unhappy about the changes. It also means that several amended portions of the text in either language will have to be translated at very short notice, often while the lawyers are still working on them. In such conditions, mistakes are easily made. If an amendment is accepted but someone (even a typist) during the process forgets to delete a few words that have become redundant in the new text, this may be seen by the judges at the next reading as a “translation mistake.” Thus, there is room for improvement in terms of coordination between the translation and other departments, and in the direct involvement of translators at all drafting stages.

**Ultimate Choice of Terms**

A feature of the ICJ’s deliberation procedure is that any linguistic issues arising during the readings of draft judgments are ultimately settled by the judges with the help of the senior lawyers (usually one English, one French). At this stage, there is no input from the translators, who do not take part in the deliberations. This is not the case at other courts, such as those in Strasbourg and Hamburg. Only interpreters are present, and their oral translation of the text under discussion is purely for the convenience of the judges. There are currently two native speakers of English on the bench (one American, one British), and other judges will look to them to settle minor stylistic issues. For example, when ICJ judges recently discussed whether the expression “in light of” should take a definite article, some judges preferred to omit the article for the sake of elegance, but the more British “in the light of” was adopted. However, the translation department was not informed of this preference for future reference.

The practice of deliberating on a bilingual text also results in a tendency to “align” both versions. Such decisions are often left to the personal preference of judges, who are not all native speakers of either language. Admittedly, the resulting amendment is usually minor in terms of substance, but it still means that a term may be changed rather needlessly. In a recent case, an original English draft referred to the term (police) “interview,” but the French translator mistakenly put “entretien.” In the deliberation, the French translation was rightly criticized by a French-speaking judge and changed to “interrogatoire.” But then, in order to “align” the text, it was decided to use “interrogation” in English, whereas the term “interview” had been perfectly correct. Other examples are the use of “respect” for “respecter” in French, and “character” rather than “nature” (to align with “caractère”).

The issue of simplification for translation purposes is obviously more important at the ECJ, with its
now 20 language versions: 

“La Cour a appris à éviter ou à user avec prudence de certains termes en raison de leur imprécision propre ou de l’imprécision qu’ils pouvaient entraîner dans certaines des versions traduites.” 

Even though this is not usually a concern at the ICJ, in the event of ambiguity, certain adjustments may be made directly to either version by the judges if they themselves have comprehension difficulties; in some cases, the translation may help them to perfect the original. However, there is always the possibility of “constructive ambiguity” being used deliberately.

Finally, the choice of terms is also subject to previous usage, and translators constantly have to search the database of case law going back to the 1920s. Such a resource is obviously very useful for cited cases, but there are also many “hidden quotes” as well as certain “consecrated” terminology that has to be used, even if there may be room for improvement.

Conclusion

The weight of history is not always a bad thing! The practice of having an original, parallel text in two languages is actually very useful, especially for translators of those languages, and has the advantage of immediate bilingual publication. However, it may appear surprising that the ICJ, with some 200 state parties to its Statute, works and publishes its decisions in only two languages. This could be seen as representing a burden for poorer states in terms of translation costs, and the choice of French is perhaps less suitable than it once was. Bilingualism was the order of the day in 1920, but the UN has long since introduced multilingualism. Whilst it would be impossible for the ICJ, for budgetary reasons, to offer parties the same linguistic equality as the ECJ, with its now 20 official languages, we have seen that other institutions have adopted interesting compromise solutions.

A long linguistic tradition has various other drawbacks. Going beyond issues of style and sometimes obscure terminology (subjects which have not been developed in this article), the very fact that judicial pronouncements are bilingual can often make life difficult for the translator. The drafting procedure is somewhat cumbersome, and the resulting text may appear stilted because of parallel sentence structures. A subsequently translated text would not suffer from the same problems associated with a tight deadline, as the translator would be generally less constrained and would, therefore, be able to serve as more than just an accessory to the bench. However, the ICJ appears to have remained attached to a principle dating back to 1920, when a League of Nations delegate, responding to fears about translations, proclaimed: “it must not be forgotten that the judges of the Permanent Court of International Justice are far better equipped and qualified for establishing agreement between two texts than the translators.”

Notes

1. For example, the International Criminal Tribunal for the former Yugoslavia, commonly known as the “War Crimes Tribunal” (ICTY, The Hague); the European Court of Human Rights (Strasbourg); the European Court of Justice (ECJ, Luxembourg); the International Tribunal for the Law of the Sea (ITLOS, Hamburg); and the Inter-American Court of Human Rights (San José, Costa Rica).


3. English, French, Spanish, Russian, Chinese, and Arabic.

4. Report by Greek representative, Mr. Caclamanos, and adopted by the Council of the League of Nations on October 27, 1920. Article 39 of the current Statute is virtually identical to the original 1920 text.


6. This is also the case at the Inter-American Court of Human Rights, which, in fact, has four official languages: Spanish, English, Portuguese, and French. However, its bilingual pronouncements are not published en regard.

7. However, because of the lack of Maltese translators, translations into that language will not be immediately mandatory. Council Regulation (EC) no. 930/2004 allows a three-year derogation period.


11. See www.icj-cij.org. Unfortunately, the website does not display an en regard text like the Court’s traditional publications, and, unlike the HUDOC database of Strasbourg case law, it is not user-friendly in terms of switching from one language to another.

12. In Strasbourg, it is currently eight for French and six for English. They are occasionally required to translate from a third language.

13. Delivered on July 9, 2004. To maintain the balance, French was chosen as the authoritative language of the Advisory Opinion, even though most of the participants in the proceedings used English.

14. This practice was abolished by the ECJ in 1979.

15. Garner (A Dictionary of Modern Legal Usage), for example, prefers “in light of,” whilst the Oxford English Dictionary recommends “in the light of.” However, the judges do not usually rely directly on dictionaries unless there is a more substantive issue of meaning, such as in Iran v. USA (Oil Platforms, Preliminary Objections, 1996, para. 45), where a number of dictionaries were referred to in the Order regarding the meaning of “commerce.”

16. (“The Court has learnt to avoid certain terms or to use them with caution because of their inherent lack of precision or the inaccuracy to which they may lead in certain translated versions.”) Berteloot, “La traduction juridique dans l’Union Européenne, en particulier à la Cour de Justice,” in Legal Translation: History, Theory(ies), and Practice, ASTTI/ETI 2000, see www.tradulex.org.

17. Weston speaks positively of this as “linguistic precedent” (see “Translation and Interpreting at the European Court of Human Rights,” in Language is a Human Right, FIT 1/1999), but it can represent a constraint, as in Canada (see Meredith, “Some Notes on English Legal Translation,” Meta, 1979, p. 57, www.erudit.org/revue/meta/1979/v24/n1/003635ar.pdf).

18. supra, note 4.

Georganne Weller Honored

Longtime ATA member Georganne Weller was recently awarded the Malintzin Prize for Interpretation by the Mexican College of Conference Interpreters.

The Malintzin Prize is awarded every other year to a member of our profession who has excelled both professionally and personally as a conference interpreter, colleague, and caring human being regardless of his/her nationality.

The Malintzin Prize is named after Malintzin, Mexico’s first interpreter. When the Spaniards arrived in Mexico, Malintzin made it possible for Hernán Cortés to communicate with Emperor Moctezuma. According to Spanish historian Bernal Díaz, she was a woman of great beauty who spoke many languages.

The award was presented at the biannual convention of the Mexican College of Conference Interpreters.
Annual MICATA Symposium: The Translator/Interpreter as Mediator of Culture

By Kathy Hall Foster

The 2004 Mid-America Chapter of ATA/Kansas State University Symposium on Translation and Interpretation, held April 16-18 in Manhattan, Kansas, was attended by over 100 participants, bringing together a wide variety of presenters and panels focusing on the topic “The Translator/Interpreter as Mediator of Culture.” All Symposium activities were coordinated by MICATA board member Brad Shaw, who was assisted by MICATA President Frieda Ruppaner-Lind.

Activities began on Friday evening with a buffet dinner for early arrivals who wanted to network before the official start of the Symposium on Saturday. After dinner, networking continued as many attendees gathered in the lounge of the hotel to share experiences and catch up with old friends.

The Symposium officially opened on Saturday, with a welcome from Kenneth Holland, associate provost in the Office of International Programs at KSU. Following the welcome address, the line-up of concurrent sessions began.

One of the first sessions was “Getting Started: Practical Tips for Prospective Translators and Interpreters,” which featured longtime translators Meeri Yule, Doris Ganser, and Kathy Foster sharing tips and pointers on how to begin a career in the translation profession. With Doris’s years as a translation company owner, Meeri’s work as a freelance translator, and Kathy’s experience as an interpreter, the three were able to present an overview of the various aspects of the profession and answer questions concerning qualifications and training, how to find clients, preparing resumes, and other areas of interest.

Also available to attendees in the morning was the opportunity to tour the International Grains Program’s new conference center, which is equipped for simultaneous interpretation.

The plenary session, presented by keynote speaker Ann Macfarlane, addressed the Symposium theme. Ann, who is the executive director of the National Association of Judiciary Interpreters and Translators (www.najit.org) and a past president of ATA, began her presentation by defining the essential terms of culture and mediation in various contexts. Throughout history, translators, and especially interpreters, have served to mediate culture. In cases such as the Nuremberg Trials and the Balkan and Iraqi wars, interpreters have served in the line of fire to facilitate communications.

One paradigm presented by Ann was that it is necessary to put in hard work to learn all you can about a language and its culture. We can compare culture to an iceberg. Above the water line, we see the explicit rules of the culture (time considerations, clothing, etc.). Below the water line are the unspoken rules which are not described, but which are known to everyone who grew up in the same culture (such as the concept of personal space). At the bottom of the iceberg are the unconscious rules, such as our sense of place in the world. When these rules are violated, it feels like an aggressive attack.

There is more than one way of looking at the world, so when learning about other cultures we should admire them and learn to love them. When mediating cultures, we should start by studying ourselves, first directing our attention outward and then inward. In giving attention to ourselves as mediators, we gain the clarity to receive and embody the meaning expressed by another person. It is essential to pay attention to oneself in order to pay attention to someone else. This allows us to reconcile differences and respond to unconscious rules.

Ann had the group go through a number of exercises to help us determine the many aspects of human commonality. Once we realize how much we have in common, it is much easier to bridge the culture gap. By knowing, understanding, and loving other cultures and languages, we become better human beings and can bring peace and harmony to a troubled world.

Invited speaker Esteban Cadena Chávez came to the MICATA Symposium from Mexico, where he is a court translator/interpreter and president of the Organización Mexicana de Traductores (www.omt.org), as well as the coordinator of the Regional Network for North America. Esteban gave two presentations on interpreting in Mexico, the first of which focused on the history of translation and interpretation in Mexico. In 1521, at the time of the Spanish Conquest, there were 150 Indian languages spoken in the land that would become Mexico, the main languages being Maya and Aztec. Both were written in hieroglyphics or pictograms, and although most of these have been destroyed, there are three remaining which give insight into the culture. Interestingly, while these had been translated into other languages, they were not translated into Spanish until 1947.
Attendees to the session also learned that the first interpreter in Mexico was Doña Marina, also known as La Malinche, who served as the interpreter for Cortés and Moteczuma. During the Holy Inquisition in 1539, interpreters were required to swear that they were giving a truthful interpretation. In the 18th century, the Jesuits became very strong in Mexico, promoting modernization and improvements. Many of their writers wrote in Latin or Italian rather than Spanish, and many works were not translated into Spanish until the 20th century. Alfonso Reyes was one of the first and greatest translators in Mexican history, translating Homer’s *Iliad* into Spanish. More modern translations have been concentrated in the legal and medical areas.

Linguistic and cultural implications in Arabic-English translation were addressed by Abdelilah Salim Sehlaoui of Emporia State University. He began his remarks by saying that many people are already familiar with Arabic, although they don’t know it. For instance, the English language uses Arabic numerals and the names of the planets in the solar system come from Arabic. Linguistically, the two languages differ in syntax and morphology, semantics, pragmatics, stylistics, and discourse, but it is the cultural differences between Arabic and English that will likely provide the greatest difficulties for the translator. Arabic discourse is more poetic and cyclical, with frequent use of repetition and antithesis. It is more implicit (high context), with more emphasis on subtle, contextual clues. English discourse, on the other hand, is more fact-oriented and linear, with a more explicit level of meanings and associations (low context). Abdelilah stressed that the similarities of the two cultures far outweigh their differences.

If we can get to know each other rather than trying to impose or dominate, if we see the world from different perspectives and through different lenses, we will grow as human beings and increase understanding.

Other culture-related presentations at the Symposium included: “So You Thought Translation Was All About Words? Think Again!” by Brad Shaw; “Cross-Cultural Communication Issues for Business” by Maria Burt; “Tradurre e Tradire: Translation as Subversion Under Fascism” by Valerio Ferme; “More About Language, Culture, and Communication: Asia” by John Matthews and Joan Wallace; “The Francophone Perspective of the UN Security Council’s Resolution 1441” by Alassane Fall; and Erik Hinckley’s presentation of his U.S. Army experiences as a language specialist.

Turning to the practical side of translation and interpreting, the Symposium also provided information on some of the “nuts and bolts” issues facing translators today. “Don’t Forget: The Basics about Translation Memory Software,” presented by Kathy Foster, gave an overview of the computer-assisted translation software programs available to translators today. This presentation explained what these programs do, how much they cost, and how to determine if it is something you should invest in. A demonstration of one such software program was included.

Michèle Hansen spoke on “Pharmaceutical Writing for French-English Translators: Formulation and Drug Delivery”; Geri Zitariuk presented “Alphabet Soup of International Trade”; Ben Tompkins discussed “Text-to-Speech for Cross-Checking Rough Drafts”; Norma Pringle’s “Firearms and Bladed Weapons Glossary” gave Spanish speakers some detailed terminology knowledge; Eduardo González spoke about “Training in T/I: What We Are Doing and What Still Needs to be Done.” In addition, those interested in court interpreting were offered a showing of the video “Taking the Interpreter’s Oath to Heart,” and a panel presented a summary of online resources and software for translators and interpreters.

Another perspective on translating and interpreting was presented by our luncheon speaker, John Howard, of the International Grains Program at Kansas State University. His “Personal Reflections on the Importance of Interpreters/Translators” were based on his work and travels for 16 years as an international grain marketing specialist in Casablanca, Rotterdam, and Singapore.

An informal dinner on Saturday evening and the ATA certification sitting on Sunday brought this year’s conference to a successful close, with many attendees already looking toward next year’s event.
As part of an ongoing effort to enhance the transparency of the examination program, ATA's Certification Committee will introduce two new policies on January 1, 2005. Candidates who fail a certification exam taken after that date will receive additional information about the exam outcome. Also, any candidate who receives a reviewed exam with a grade of Fail after that date will have an opportunity to dispute the error marking through an appeal process.

To pass the certification examination, a candidate must translate two passages and earn a passing score (17 points or lower) on each passage. Two graders evaluate each certification exam according to ATA certification standards. If they do not agree about the overall outcome, a third grader evaluates the passage(s) on which they disagree. That evaluation determines the outcome. The maximum reportable score per passage is 45 points. Any higher score is recorded as 45+ points.

In the past, candidates who took ATA's certification examination learned only the overall outcome (Pass or Fail). Those who failed the exam could apply for an exam review. If the reviewer upheld the grade of Fail, the candidate received a graded copy of the exam showing marked errors to substantiate the outcome. No appeal was permitted.

Starting in January 2005, candidates who fail the exam will receive additional information about the exam outcome. For each passage that does not earn a passing score from two graders, ATA Certification Program staff at ATA Headquarters will calculate a composite of the graders' scores (18 to 45+ points) and report the score range (18–25 points, 26–35 points, 36–45 points, 45+ points) to the candidate.

Also starting in January 2005, any candidate for ATA certification who receives a reviewed exam with a grade of Fail and disagrees with the evaluation reported in that review may dispute the error marking through the certification review appeal process. The details of this policy and procedures for the appeal are described below.
The Certification Committee reserves the right to disqualify from the appeal process any candidate who:

- Does not follow the instructions;
- Attempts to challenge the exam outcome in any way not specifically permitted under ATA’s Certification Program policy;
- Includes unprofessional statements (e.g., threats, invective, or personal attacks) in any written or oral communication about the review addressed to ATA Certification Program volunteers or staff.

If the Certification Committee disqualifies from the appeal process a candidate who has paid the appeal fee, the appeal fee only (less a $25 processing fee) will be refunded.

The Certification Program manager at ATA Headquarters handles all communications from candidates about exam outcomes, reviews, and appeals. Communications about certification exam outcomes addressed to anyone else will not be read.

**ATA Certification Program**

**Appeal of the Exam Review**

*Instructions to Candidate*

1. Photocopy the graded review copy of your exam. Keep the original review copy for your records.

2. On the appeal copy of your exam, insert an asterisk beside each error marking you choose to dispute, and number them in the order that they appear.

3. In a separate document, list each numbered error marking and give the specific reasons you disagree.
   - State why the graders should accept your rendition, or penalize it with fewer error points, in the context of the exam passage.
   - For renditions marked as translation errors, support your statements with citations from dictionaries and/or other reference materials (complete with publication data). Keep in mind that not all renditions found in a multilingual dictionary apply in a given context.
   - For renditions marked as target-language errors (e.g., grammar, punctuation, spelling, usage), support your statements with citations from reputable style manuals and/or other reference materials (complete with publication data).
   - If you cite Internet search results to support your statements, give the complete URL and the date accessed. Quote as much of the content as necessary to establish the context and provide information justifying the authoritative character of the site.

4. Mark each page of supporting documentation with the test number that appears in the upper right-hand corner of your exam. Do not identify yourself by name in these materials.

5. Read the Certification Program policy on appeals and sign the statement that you agree to abide by the decision of the certification panel. This document will go on file at ATA Headquarters.

6. Send to the Certification Program manager at ATA Headquarters:
   - The appeal copy of your exam;
   - Your supporting documentation;
   - The signed policy statement; and
   - The appeal fee of $75, by credit card authorization (Visa, MasterCard, American Express, Discover) or check payable to the American Translators Association.
“Don’t Rely on Translators—Track down native speakers who know dialects and slang” advises Business 2.0, a publication of Fortune group (Time-Warner). The article is available online at www.fortune.com/fortune/onlyonao/ bigstory/0,18073,676319-3,00.html.

Entitled “What Works: Lost in Translation,” the story reviews ill-starred product names that have raised a ruckus or sunk like stones in foreign lands, including oft-recycled auto name glitches (and yes, the apocryphal “Nova” makes an appearance).

At first sight, the “Don’t Rely on Translators” recommendation was bound to provoke many professional translators, especially given the magazine’s reach: Business 2.0 claims a circulation of 500,000. This is not what you want your clients to read and take in.

And not surprisingly many linguists we spoke with did find it offensive: professional translators do translate into their native language they insisted, and do make a point of tracking dialects and slang closely, not to mention new developments in their specialty areas. That goes with the territory.

But a closer read of the full article and The Onionskin’s call to at least one communications specialist interviewed for the story suggest crossed wires.

For a start, the article focuses on product names, where translator input is by definition only a small part of the whole. It also seems clear that many buyers unhappy with translations in this sector are simply unaware of the basic rules for getting the most bang for their buck: plan ahead, review past work, meet with your suppliers in person to ensure they are familiar with your subjects, supply a full brief (what exactly do you expect them to deliver?), and encourage feedback. Admittedly, all too many translation suppliers still shy away from getting actively involved in this process, which is essential to quality.

Clients seeking top-notch products who shop with bottom-notch budgets are another problem, growled other translators. Still, having translated materials reread in-house and reviewed by your company’s foreign contacts can help identify glitches, as the article quite rightly suggests.

A comment by Roger Sametz, president of Sametz Blackstone Associates, is less fortunate: “You can be saved by the right secretary in another country reading [a translation]” this Boston-based communications professional tells reporter Mark Lasswell—a statement that is the equivalent of red-flag-to-bull for the many translators who despair at seeing their carefully crafted texts skewed by would-be bilinguals or native speakers who are not professional writers. Nothing against secretaries, these translators insist, but would you give the boss’s personal assistant free rein to “adjust” an advertising campaign?

When we contacted Mr. Sametz, he confirmed that his remark had been part of a broader discussion.

His point? That organizations in the U.S. must have translations checked by native speakers abroad, “especially if they’ve cut corners and had a less-than-professional translation done on this side of the pond.” But above all, said Sametz, his company has seen first-hand that even the best translators are not always aware of the particular jargon used by a given industry, especially for “newer” industries or products. And if the translator is not fluent in the industry as well as the language, technical or specific terms can get translated literally—and inaccurately.

“We’re big believers in professional translation,” he told The Onionskin, “but we also insist that work be read by knowledgeable readers in the target country/culture just in case specific cultural or technical references got lost in translation.”

Now that’s more like it. The Onionskin has long promoted increased specialization as an essential step in raising the profile of language-service providers and the quality of their output. And we are firm believers in safety nets, too.

A recent case cited by Terence Lewis of Hook & Hatton Ltd. in the U.K. is grist to Mr. Sametz’s mill. Asked by a Dutch company to review a critical for-publication text translated from Dutch into English, Mr. Lewis was initially impressed: “This agency had taken great pride in their work; it was beautifully laid out, had clearly been revised, and even included a few little clichés to give it a British look and feel.”

But on closer examination, he said, it became clear that quite a few of the key terms were incorrectly rendered. Spoorbus had been literally translated as “rail bus,” whereas it is a “guided bus.” No distinction was made between “railway lines” and “railway tracks,” and many Dutch abbreviations were simply left untranslated, “even though a quick Internet search would have revealed that an AHOB is an Automatic Half Barrier Level Crossing (etc.).”

Ultimately, Mr. Lewis judged the translation wholly unsuitable for its intended purpose. The translator was simply not up on the subject addressed in the document.

The Onionskin  By Chris Durban

The Onionskin is a client education column launched by the ITI Bulletin (a publication of the U.K.’s Institute of Translation and Interpreting) in 1996. Comments and leads for future columns are very welcome; please include full contact details. Contact: chrisdurban@compuserve.com or fax +33 1 43 87 70 45.
“Without a full understanding of the subject matter, ‘native speaker professionals’ may well underperform alongside the ‘dabbling foreigner with a knowledge of the field,’” he told us. A sobering judgment, but in keeping with Roger Sametz’s warning.

For all that, the Business 2.0 article offers some fascinating insights, including advertising executives’ tendency to recycle spurious Nova-type tales “like scary bedtime stories.” For British marketing expert Simon Anholt, this fulfills a need: “Language is in many respects such a silly little thing, but it has the power to bring marketing directors to their knees. That’s where the terror lies.”

Similarly, Douglas Sacks, senior vice-president at direct marketing specialists Infocore, is adamant that no concepts ever translate perfectly into another culture—or if they do, can still have zero cultural resonance. “That’s the dirty secret that marketers just don’t want to admit,” he told Business 2.0. Sacks goes on to identify two key problems in developing brand names: a reluctance to confront monolingual creative talent convinced their campaign will work anywhere, and “multinational ad agencies hamstrung by managers who don’t want to surrender power to strangers overseas.” Now there’s an issue translators can identify with.

Our tips? To buyers: cross-cultural communication, including translation, is extraordinarily complex and rules of thumb are only as good as their suitability for market segment X. Yet forward planning and ongoing exchanges with suppliers will pay off. And to translators, a warning on complacency: are you sure you know what you don’t know?

**Chocolate Lures**

When Stéphane and Marie-Sophie Boullier moved to La Baule, a resort town in western France, they were delighted to discover that a local delicacy Mme Boullier had enjoyed as a child—a rich chocolate cake called “Le Fondant Baulois”—was still on sale. Eager to start up their own business, the couple purchased the recipe from the elderly woman who had developed it and set up a bakery in 2001.

Much appreciated by chocolate connoisseurs, the cake is today sold both locally and at select outlets in Paris and other parts of France, but has also won devotees in the English-speaking world and Japan. Enter translation, starting with a bilingual website at www.lefondantbaulois.com and continuing with a glossy brochure in English and Japanese.

The site first came to our attention through a pop-up ad that surfaced as we surfed the Internet for information on a translators’ conference in La Baule in July 2004. As described by ATA member Alan Dages, here was “a valiant, but clearly amateur attempt at translation,” starting *Baked in respect of a 30 years old traditionnal recipe created in La Baule, made exclusively from the finest natural goods chosen from local producers, your Fondant is the result of a refined preparation in a modern bakery.*

A call to Mr. Boullier identified the source of the problem. As is often the case when small businesses ramp up to meet growing demand, the couple had turned to an acquaintance for their translation, in this case the British boyfriend of a young family friend au-pairing in England. The text brought more proof, if any was needed, that native speaker status on its own is not a reliable indicator. Translation is a writing skill; translators do more than look up and line up the words.

When the awkwardnesses of their text were pointed out, the Boulliers agreed to let translators attending the conference try their hand at creating a new Web blurb, and donated prizes—chocolate cakes, of course—for all entrants, including winner Dylan Gee (a financial translator in real life). The awards ceremony took place at a cocktail reception hosted by La Baule’s mayor, hitherto unaware of the energetic young company operating in his own backyard, and producing a local specialty to boot. Commercial contacts have been established with the town hall team and will be pursued this autumn, we are told, in an intriguing example of translators serving as a bridge to foreign markets, as well as contacts close to home. To judge the revised translation, see www.lefondantbaulois.com.

**The Onionskin Continued**

With thanks to Bob Blake, Christophe Réthoré, and Nick Rosenthal.

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For updated conference information, visit [www.atatnet.org](http://www.atatnet.org)
Dictionary Reviews  Compiled by Boris Silversteyn

Silversteyn is chair of the ATA Dictionary Review Committee.

Elsevier’s Dictionary of Amphibians
(Latin, English, French, German, and Italian)
Author: Murray Wrobel
ISBN: 0-444-51374-4
Publisher: Elsevier B.V.
Europe, Middle East & Africa:
Linacre House, Jordan Hill
Oxford OX2 8DP, UK
U.S. & Canada:
11830 Westline Industrial Drive
St. Louis, MO 63146
Publication date: 2004
Price: €150.00 (406 pages)

Reviewed by:
Jacopo Màdaro

After Murray Wrobel’s collaboration with Geoffrey Creber on their Dictionary of Plant Names and his solo triple crown, consisting of the Dictionary of Entomology, Dictionary of Butterflies and Moths, and the Dictionary of Bird Names (all published by Elsevier and enthusiastically reviewed in this magazine), the latest tome, Elsevier’s Dictionary of Amphibians, was supposed to put him one step closer to a well-deserved knighthood.

From the very start, 5,367 headwords form a monster récueil, especially when we consider that all three orders of amphibians are represented by about 5,700 species altogether.

The value of this datum is further enhanced by the relative stability of the field, which was well organized by John E. Gray in the late 1960s, and by Ronald A. Nussbaum from the second half of the 1970s onward. Nevertheless, caution is needed because even the most stable order, the Urodela o Caudata, has seen the emergence in 2003 of five new species, thanks to a deeper genetic analysis of the 518 species already known (as stated by a source of much knowledge, Jessica J. Miller, the founder and senior editor of the best amphibian site in cyberspace: www.livingunderworld.org).

Inured by my previous experience with Butterflies and Moths, I expected fewer vulgar renditions of Latin beyond English. This expectation was confirmed when looking at Amphibians’ indices. Specifically, the English listing is 66 pages long and has about 6,800 entries. German is covered in less than 12 pages and possibly 1,000 items. French follows with 8 pages and around 1,000 entries, while Italian is last with a smudge more than 1 page and 145 terms. Basically, we are looking at a very large Latin-English dictionary with some French and German and very little “formaggio grana” on top.

To be sure, the English is first class. The Apodae are the obvious comparison ground, with only 5 families and 165 species, mostly in the Americas and Southeast Asia. Wrobel shines with the Gymnophionae: Dermophis mexicanus is given for Mexican caecilian and Typhlonectes punctatus is given for rubber eel (a pleasant fellow often seen in pet stores) and Rio Cauca caecilian. Potomotyphlus kaupii and Schistometopum thomense, whose common names are unknown according to J.J. Miller, are given as Kaup’s caecilian and Sao Tome (sic!) caecilian, respectively. Ichthyophis hannanicus (banna caecilian) is absent. In exchange, 31 other Ichthyophiidae are represented out of a total of 38, and so are 9 Rhinatrematidae out of 9, 2 Crotaphatrema out of 3, and all 3 African Scolecomorphi (tropical Caecilinas originally described by the great George A. Boulenget in 1883).

Looking for different accents, Pierre Yves Vaucher’s site (www.batraciens-reptiles.com) offers a French starting point, complete with songs. Hyla arborea, the rainette verte so common in Southern Europe, is rendered in all four combinations: Agalychnis callydrias (rainette aux yeux rouges) lacks only the trite Italian raganella dagli occhi rossi, and Amazon’s milk frog (Phrynoidas resinifictrix) is rendered as rainette kunawalu without German nor Italian pairs. To compensate, the Southern Mediterranean Discoglossus pictus (grenouille peinte) is mentioned in all four combinations, exactly as the grenouille persillée (Pelodytes punctatus). While the equally common French triton marbré (Triturus marmoratus) has to do without its well-known Italian equivalent (tritone marmorato), the antonomastic pleurodèle (Pleurodeles walti) is rendered in all four languages.

The Amphibian and Reptile Inventory of Fribourg Canton, developed by the Museum of Fribourg, Suisse (www.fr.ch/mhn/expositions/r-batrep.htm), offers Wrobel’s multilingual pairings, allowing the horizontal check presented in the table on page 50.

Further comparisons with www.reptarium.jibunkei.com, www.fnh.org/nature/vacant/2004/4, confirm the overall trend: almost all common species are listed, not just in French but in German as well.
Italian is sorely neglected, sometimes without apparent reason, as is the case with the missing raganella kunawalu, the already mentioned Phrynohyas resinifictrix. Perhaps we should ignore the fact that almost every world language but English has simply stolen the noun kunawalu from the Wayapi lexicon.

Still, brooding over what is not there is useless, almost as much as focusing upon the extant. Wrobel is a laureate lexicographer of superior class and substance, but it seems that Amphibians’ research is skewed and its Italian sources doubtful.

The already mentioned Salamandra salamandra has two secondary entries, Scaramandla and Scaramandla, which are unknown and apparently unknowable, although zealously applied to Triturus vulgaris, T. carnifex, and T. alpestris. Rana esculenta, a fine Northeastern delicacy when battered and fried, is also called Ranòcc. This lemma is not Italian, but belongs to a much older Padano Romagnolo. This is also the case with the Rosp of Bufo bufo.

According to Wrobel, that same B. bufo (rospo commune) is also called Birinaza, while its cousin B. viridis (rospo smeraldino) is also termed Zampèlgh. In either case, I was unable to find a shred of supporting evidence for these most un-Italian renditions.

More surprisingly, the Spanish sapo partero de cisternas is peddled as an
Italian version of *Alytes cisternasi*. Even if we embrace the fullest Italian koiné, from proto-Russian as spoken in Val di Resia to Calimera’s Classical Ionian Greek, the only Iberian domestic language is Catalan, and both in Oritiano and Barcelona the Spanish Midwife Toad is called *gripau*, not *sapo*.

Brekekè koàsk koàsk (as Aristophanes’ frogs used to say), there are 2 typos out of 147 entries. *Pelobates fuscus* should be paired with *Pelobate foso*, not with *Pelobate foco*; and *Rana temporaria* (rana rossa) should be rendered as *Rana temporaria* both in Latin and in the “dolce idioma.”

Perhaps humor might help. Where can I find a most improbable tritone alpino della Calabria, or Calabrese alpine newt? There are about 600 miles of hard Apennines Mountains between Calabria and the Alps. It is not much, just the whole length of the country.

In conclusion, Latin-English pairings are reliable, illustrative, and very significant. Also, the much less numerous German and French dyads are solid and probably helpful. I urge those who work from or into Italian to go to a site such as www.ittiofauna.org/webmuseum/anfibi and save themselves 175 bucks.

**Namee 100,000 yomikata jiten**: 10万よみかた辞典. *Guide to Reading of Each 100,000 Japanese Forenames (sic)*

**Publisher:** Nichigai Associates (Revised and enlarged edition of the 1983 edition)

**Publication date:** 1994

**ISBN:** 4816912606

**Price:** 4741 yen (about $43 as of June 15, 2004)

Cloth cover with cardboard case, 510 pages, A5 size.

**Reviewed by:** Rob Albon

Determining the proper reading of the characters used in Japanese personal names can be a Herculean effort even for Japanese native speakers, not to mention English native speakers who work with Japanese texts. Despite the awkward English titles, these dictionaries are eminently suited to the needs of the Japanese-to-English translator.

Most Japanese name dictionaries, such as Sanséido’s *Konsaisu Nihon jinmei jiten* [Concise Japanese Name Dictionary], hereafter Concise, are biographical dictionaries of well-known historical figures, living authors, and other people famous enough to get their names in print. These dictionaries may be useful for academic purposes, such as finding the reading of an historical Japanese person’s name or modern Japanese author’s name, but they are not designed with a translator’s needs in mind. Indices are typically limited and the number of entries is seldom comprehensive.

For example, the surnames in a typical Japanese name dictionary such as Concise may comprise a relatively broad cross-section of Japanese surnames, but invariably there are some surnames that are overlooked, such as Furugen, an Okinawan surname seldom seen on the main islands. Few Furugens make it into lists of famous historical figures and mainstream authors compiled in Tokyo. The spotlight often passes over other regional names as well, such as Numakunai and Sabanai, both from the Tohoku region of northern Japan.

The first names of the people listed in a typical Japanese name dictionary may also comprise a relatively representative cross-section of Japanese first names, but there is seldom an index of first names, and a typical Japanese name dictionary cannot be used to look up the first
names of people who do not actually appear as entries. Finally, these dictionaries are unlikely to include modern children’s names. This gap is somewhat of a minus if you translate koseki (Japanese family registers).

Consider a hypothetical medical document describing a case in which Nanami Furugen, a patient from Okinawa who has a rare disease, suffers complications due to a mistake made by a nurse named Fumiko Sato while under the care of the eminent pediatrician Dr. Fumio Sato. Of course, I can find Dr. Fumio Sato in a “Who’s Who” dictionary of eminent physicians with little difficulty, but there is no name dictionary dedicated to nurses and patients. I can find the nurse’s last name very easily because it is a common last name. Her first name, which is also common, is no doubt somewhere in most Japanese name dictionaries, but without an index it is impossible to find. However, the patient’s first name, Nanami 七海 [literally “seven seas”], is unlikely to appear in typical name dictionaries. This name has only become popular recently as part of the current trend towards the “internationalization” of Japanese names, and it is doubtful any of the girls who bear this name are published authors yet. The patient’s last name is also unlikely to appear in a name dictionary because it is rare outside of Okinawa.

Not only are typical Japanese name dictionaries insufficient for the translator’s needs, but there are also few suitable English-language Japanese name dictionaries. The only one I know of which comes close is O’Neill. O’Neill’s indices are well suited to the translator’s needs, allowing users to look up last names, first names, and the individual characters which make up a name. Characters are indexed by radical and by both on reading and kun reading. Regrettably, O’Neill covers only 30,000 some names, including surnames and given names, and is now well past its prime (first printed in 1971, the actual data cutoff appears to have been in the mid-1960s).

Fortunately, there are now several name dictionaries available from Nichiga Associates which combine the lexicographical benefits of O’Neill, but provide far more comprehensive and up-to-date coverage. I will discuss three titles: Guide to Reading of Each 100,000 Japanese Forenames (hereafter Forenames); Guide to Readings of Each Family Name (hereafter Family Names); and Guide to Readings of Each Given Name (hereafter Given Names).

Family Names and Given Names are sister volumes and all three are part of Nichiga’s Yomikata jiten series. Family Names includes 1,436 “parent” character entries, under which are some 9,000 surnames listed by radical order of the second, or “child” character, under which are some 22,400 examples of readings of actual peoples’ names. For example, the surname written with the same characters as those of the famous city of Kobe, 神戸, can be read Kanbe, Kōbe, Ōdo, or Jinto. Given Names contains 1,653 parent entries, about 8,900 child entries, and about 26,000 examples of readings of actual peoples’ names.

Even though Family Names and Given Names have considerably fewer pages than Concise (510/570 versus 1,567), on average they have 10,000 more readings than Concise. The high page-entry ratio in Concise occurs because each entry in Concise has one or more paragraphs of biographical information, whereas each reading in Family Names and Given Names seldom goes beyond one line. It is true that there are some name dictionaries with more readings than Family Names and Given Names, but often these behemoths contain many historical readings no longer used today. Furthermore, if each reading is accompanied by a paragraph of biographical information, you are looking at one hefty (and expensive) book.

Note that all of the readings in Family Names and Given Names are taken from the names of people alive in the post-Meiji era (post-1912). When selecting a name dictionary more readings can be an indication of comprehensiveness, but it is important to ascertain which era the names come from and to ensure that adequate coverage of modern names is provided.

I found that for Family Names the number of entries was comprehensive. All names are from the modern era and, unlike your typical “Who’s Who” dictionary, coverage spans a broad spectrum of society, such as Noh drama, tea ceremony, Buddhist studies, women authors, etc., in addition to the expected scientists and literati. For example, I found Hifumi Katō, my favorite Japanese chess player, listed. He is famous in rather eclectic Japanese chess circles, but I would not expect to find him in a typical name dictionary. It appears that the compilers of Family Names and Given Names included as wide a range of people as they could so that they would have a more comprehensive selection of names, and include as many difficult and unusual names as possible, such as Hifumi 平井.

Regional names, such as Furugen, Sabanai, and Numakunai, are also well represented. However, Given Names is not as comprehensive as I
had hoped, and lacks some popular new names, such as Nanami 七海.

*Given Names* and *Family Names* have two indices, radical and comprehensive, alphabetically organized by either *on* or *kun* reading of the “parent” character. However, there is no index for “child” characters. For example, in order to look up the name Tetsuya, 哲也, one would have to look up the parent character 哲, then search under it for the combination 哲也. You would not be able to look up the child character 也 in order to find the combination 哲也 as you can in O’Neill. This series also does not include mixed character-*kana* names.

*Forenames* is far more comprehensive than *Given Names*. It boasts 106,000 first names, with 137,000 readings. It includes all first names (including pen names, stage names, nicknames, etc.) used from ancient times up until 2002, and also provides coverage of newer names, such as Nanami 七海, as well as mixed character-*kana* names. It is divided into two sections.

The first section consists of parent character entries organized by comprehensive stroke count, with a comprehensive stroke count index and a combined *on* and *kun* reading index. Child character entries are also organized by stroke count, with a small superscript number to the left of the child character entry to indicate stroke count. This is a nice touch and helps me to keep my place.

Although there is still no look-up by child character, the second section of *Forenames* is alphabetically organized. For example, if you look up Ken’ichi in this section you will find the *kana* name Kenichi けんいち as the parent entry, followed by 60 or 70 possible character combinations as the child entries. This is useful for checking a possible reading or looking for the characters for a name that you know the reading for, but are not sure of the characters. If you had to use a parent character index for this purpose, you would have to look at 60 to 70 pages before you found all the possible characters for Ken’ichi.

There may be some translators who question the need for paper dictionaries, since many good online name dictionaries, such as *J-names* or *Myoji kensaku* 姓字検索 [*Surname Search*], are now available. Although these online dictionaries are not always as comprehensive as the better print dictionaries, such as *Family Names* or *Forenames,* they are certainly cheap and easy to search electronically when working with a digital document.

However, I still believe a print dictionary is necessary when working with faxes or scans, since the user must look up the reading of the character in order to type it into the computer to do an electronic search. I also find it useful for everyday tasks, such as reading correspondence from my small claims court judge (the Honorable N. Ebato, 江波戸), or my dermatologist (Dr. T. Tone, 刀杉). You may even want to use it to verify your Japanese neighbors’ names in order to avoid an unpleasant faux pas, such as the one perpetrated by a neighbor of mine in Yokosuka who constantly referred to a third neighbor as “Namakata,” even though they lived next-door for years and she walked by the Namakata’s nameplate every day.

If I consider the extensive use to which I have already subjected my copies of *Family Names* and *Given Names,* which I purchased in April 2004, they have already paid for themselves. Even when working with an electronic file, verifying a reading found online in a print dictionary provides considerable peace of mind. The best solution is probably a well-balanced mix of electronic and paper dictionaries, and *Family Names,* *Given Names,* and *Forenames* have certainly earned their position in this mix. Of course, for those who want to save some money, you probably only need one first name dictionary, *Given Names* is a good choice if you are not too concerned with the names of people who are too young to be in print, or if you work primarily with the names of published authors or other famous individuals who you may expect to find listed as examples. Some people may also prefer a matched set of first- and last-name dictionaries. However, for me, the avant-garde indices of *Forenames* would lead me to favor it if I had to choose. Fortunately, I do not have to choose because I already possess all three.

All Nichigai Associates titles mentioned here are available from Amazon.co.jp or can be purchased directly from Nichigai Associates (www.nichigai.co.jp). Nichigai Associates has offered to pay freight on direct orders from ATA members. Please contact Mr. Ryoma Aoki directly at aoki@nichigai.co.jp for details.

**Notes:**


discussions of Japanese names in English academic writing.


7. www2s.biglobe.ne.jp/~suzakihp/index40.html. Thanks to Junko Ichikawa for the link.

Mexican Legal Dictionary and Desk Reference

Author: Jorge Vargas
Publisher: Thomson West
Publication date: 2003
Price: $70

Reviewed by: Thomas L. West III

This new reference by Professor Jorge Vargas of the University of San Diego Law School includes a lot more than a dictionary of Mexican legal terms with explanations in English. Readers will also find: a list of legal abbreviations and acronyms; a compendium of the bilateral agreements in force between the U.S. and Mexico; translations of Mexican legal documents; a glossary of selected Latin legal terms; a list of Mexican consulates in the U.S. and Canada; an annotated list of cases decided by U.S. courts involving Mexican law; a comprehensive bibliography of works pertaining to Mexican law from both the U.S. and Mexico; a list of Mexican statutes on environmental protection; and a guide to the best Internet sites on Mexican law. In other words, the book is a goldmine for anyone working with Mexican legal documents, and should definitely be on the shelf of any translator who spends the bulk of his or her time translating documents from Mexico.

One item that would make it even more useful for translators would be the inclusion of the Spanish versions of all the Mexican legal documents whose translations are included in the appendix. In the current edition, many of them are given in English translation only, but it would help the translator to see the original Spanish as well. Also, the dictionary section is arranged with the English terms appearing first, so the translator from Spanish into English must first look up the Spanish term in the index, find the equivalent English term, and then look it up in the dictionary. Besides being a bit counterclockwise (because the English “terms” listed are actually translations of Mexican terms), this makes the book more cumbersome to use, but the translator who goes to the trouble of looking for Spanish terms in this book will find his efforts rewarded. Each term is explained in detail, with a reference to the Mexican law or laws where it can be found.

In general, the translations of the terms are very good. However, I would want to tweak a few of them: “reformas a la Constitución” is probably better translated as “amendments to the Constitution” than as “changes to the Constitution.” “Domicilio conyugal” is translated as “conjugal domicile,” but Black’s Law Dictionary gives the correct term in English: “matrimonial domicile.” Under types of “endorsement” we read that there are several types of endorsement, including endorsement “to grant power of attorney faculties to the endorsee,” but the word “faculties” does not have the same meaning as “ facultades” in Spanish. A better translation would have been “to grant a power of attorney to the endorsee.” The dictionary translates “quiebra fortuita” as “fortuitous

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liquidation,” but a better solution would have been “unintentional bankruptcy.” “Presentación al pago” is translated as “presentation,” but any book on the Uniform Commercial Code in English will tell you that the correct English term is “presentment for payment.” Furthermore, the “tenedor legítimo” under the law of negotiable instruments in the U.S. is called the “holder in due course,” not the “legitimate holder,” as this book indicates. Similarly, “enriquecimiento ilícito” is known as “unjust enrichment” in English, not “illicit enrichment.” However, the wealth of information about each term more than makes up for these infelicities.

Furthermore, the bibliography of law review articles on Mexican law and the annotated list of websites on Mexican law will enable the translator to do further research about any term that interests him. Armed with this book and a copy of Javier Becerra’s Diccionario de terminología jurídica mexicana, a translator will be able to handle almost any Mexican legal document that comes his way.  

Thomas L. West III is the immediate past president of ATA. He received his law degree in 1990 from the University of Virginia Law School. He practiced law for five years with a large Atlanta law firm before founding Intermark Language Services, a translation company specializing in legal translation. He is certified by ATA for translation from French, Spanish, and German into English. He is the author of the Spanish-English Dictionary of Law and Business and the Diccionario de siglas y abreviaturas. He has taught seminars on legal translation in Peru, Argentina, Spain, Mexico, France, and the Netherlands.

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Somehow this column has kept its popularity despite being slow, which is anathema to technological environments. But author Carl Honoré is a champion of reducing the pace of life, and has written a 310-page book on this entitled In Praise of Slowness: how a worldwide movement is challenging the cult of speed. No lover of excessive speed himself, the Translation Inquirer appreciates how the queries and responses can sometimes take close to a year to be fully worked out. He never knew, until the advertisement for this book appeared, that he was part of a trend! A world-wide one, yet!

[Abbreviations used with this column: D–Dutch; E–English; F–French; G–German; I–Italian; Po–Polish; Pt–Portuguese; R–Russian; Sp–Spanish; Sw–Swedish.]

**New Queries**

**E-D 10-04/1** The medical concept of maintenance, being a stage of medical treatment, left a ProZ person in the dark when attempting a Dutch rendering. Here’s the question-and-answer that led to the problem: *In what percent of your patients do you prescribe infliximab for the treatment of Crohn’s Disease? Is this primarily for induction or for maintenance?*

**Answer:** I start a patient on aggressive therapy to induce remission, then switch to a less aggressive therapy during maintenance. What is the best way to render this in Dutch?

**E-F 10-04/2** A Lantran struggled to understand what the datum offset of a machine or a piece of equipment is. What is the proper French for it?

**E-Po 10-04/3** The problem word for this ProZ denizen was specificity in the following sentence: *The specificity of the medical diagnosis is contested by researchers. Nothing Polish has been offered in this column for a long time, so go to it!*

**E-Pt 10-04/4** Here are three English words that relate to childcare, and the first of the three, if rendered into Portuguese, caused problems for a ProZ member. In English, mention was made of *child-minder, adopted parent, nanny*. Nancy certainly poses no problem, but how about child-minder? Is this synonymous with babysitter, and if not, how to understand and translate it?

**E-Sp 10-04/5** What follows is obviously advertising-ese, but verges on being a literary translation problem. The ProZer involved wanted good Spanish for *Be transported into an unforgettable experience that tantalizes and stimulates the senses*. Numerous verbs for *tantalize* were mentioned, but obviously none really hit the spot.

**E-E 10-04/6** In a litigation context in which an attorney for a litigant has repeatedly entered challenge motions based on grounds previously declared invalid, the expression “normberichtigenden Funktion” caused problems. This is Swiss legalese. The full phrase was: “Als Folge der normberichtigenden Funktion des Rechtsmissbrauchverbots erweist sich die Nichtanwendung der Bestimmungen über das Ablehnungsverfahren als zulässig.”

**E-Sp 10-04/7** Every so often, The Translation Inquirer has run into the problem contained in the following query, so he is glad to present the matter, which was of concern to a ProZ user. As presented in this automotive query, the abbreviation was “Mat-Konst,” which the Translation Inquirer instantly recognized as “Material-Konst.” Here’s more context: “Lackier-Materialkosten Oberflächenlackierung K2 Mat-Konst Kunststoff-Lack. Index-Abweichung 140%.” What is this? How does it work its way into pricing for the painting of motor vehicles? (By the way, the initial query was for a Russian rendering of the phrase.)

**R-E 10-04/8** For a ProZ user, the combination торможение процесса caused problems in a commercial context. The context sentence went like this: Вместе с тем, рассмотрение и согласование иных схем расчетов может привести к торможению процесса и вызовет негативную реакцию нашего Заказчика. Who wants to try something perhaps more accurate than *inhibition*?

**Sp-E 10-04/9** A member of Lantra-L was working on a translation about firefighting systems and encountered “Sistema de Espuma Mecanica.” Is *mechanical foaming system* correct in English for this, or is this a nonexistent term? It is “para utilizarse en las plataformas habitacionales, localizadas en la sonda de Campeche, del Activo xxxx.”

**Replies to Old Queries**

**D-E 7-04/1** (“herwerkt”): This, says Wouter Wessel, is the pluperfect of “werken,” and the correct English would be *revised*. *Edited* might be an alternative translation, depending on the scope of work done.

**E-G 7-04/2** (convenor): John Kinory feels that in some cases “Versammlungseinberufung” could be used. In fact, this may be closer to British English (where it is common in a trade union context) than American. Another suggestion for the German from John is “Teamkoordinator.” Selma Benjamin understands this word to
mean facilitator or liaison. The German equivalent would be “Verbindungsperson” or “Verbindungsoffizier.”

(F-E 6-04/3) (“conjoint[e]”): Chantal Keable defines this as life partner, and considers it to be mostly for unmarried couples living together. Renate El Sombati ran into this word when doing a recent translation on insurance coverage for same-sex partners. Depending on the context, it could be spouse. Bill 32, passed by the Quebec National Assembly earlier in 2004, changed the definition of spouse in 39 provincial laws and regulations to include same-sex spouses.

(F-E 6-04/7) (“jacquette”): This, says Renate El Sombati, is generally a nightgown. It refers to sleepwear in the form of a comfortable, loose-fitting dress or nightshirt which usually falls below the knees. Chantal Keable says, however, that a “jacquette” could be short or long, which is why short robe, which commits itself regarding the length, is not a good translation.

(F-E 7-04/3) (“L’assise boutonnée”): For Selma Benjamin, it’s the studded seat or the seat ornamented with studs. Leah Brumer has knowledge of textiles, upholstery, and furniture, but she cannot confirm her suggestion, which is button-tufted seat [cushion].

(F-E 7-04/4) (“sophistiqués-éclatés”): This might be best rendered as brilliantly sophisticated, says Selma Benjamin.

(G-E 7-04/6) (“glossierende Synonymie”): A good equivalent, in Selma Benjamin’s opinion, would be synonymy by comment.

(N-E 8-04/8) (“kilereseksjon ve. underlapp”): This procedure, states Dan Lufkin, is a wedge resection of the lower lobe of a lung.

(R-E 7-04/9) (beacon abbreviations): Alex Mosalsky and Jim Shipp both replied to this, and I hope I may be excused for blending their replies. Alex is a marine industry specialist and relies for his replies on Условные знаки морских карт и карт внутренних водных путей, published in 1985 by the Министерство обороны Союза ССР Главное управление картографии и океанографии. Jim is known in the field as the ultimate guru of Russian abbreviations.

The items in the original query are really lights (опыл) rather than beacons and are as follows: бі-—white; зл-—green; кр—red; Пр—проблескующий (flashing); ЛіПр—long-flashing; ч- частный (quick); Пр(3)—light is of a group flashing nature, with the (3) meaning the quantity of flashes (obscurations) in the group; 5с—period in seconds; and Ио—исофаза, with the light and dark phases being of equal duration. With that mini-glossary as a guide, the abbreviations in the original query are easy meat.

(Sp-E 1-04/10) (“chales, chinos”): Yvonne Daugherty is quite emphatic in her assertion that the former can only be the plural of “chal” (shawl). “Chino” and chink (found on page 48 of the March 2004 Chronicle) have nothing to do with Chateaubriand’s “…Algunas tiendas mezquinas de chales, varios generos y comestibles…”

(Sp-E 7-04/11) (“firmar el siguiente”): What we are looking for, reports Beatriz Urraca, is authorized signature. Deborah Workman tried her hand at translating the entire sentence, found on page 52 of the July issue: John Smith has sufficient authority to sign the following agreement as derives from the responsibilities of his position. It may, she says, not be an elegant way to express it, but this is a statement of what he can do. Some might prefer a comma between agreement and as. For Susana Greiss, it’s: John Smith, holder of ample and sufficient powers to sign this agreement, pursuant to the authority vested in him as part of the duties of his position.…. 

(Sw-E 8-04/11) (“utgirering”): Dan Lufkin explains it this way. A giro is like a money order, either via the post office or between banks. It’s a popular way to pay bills in Europe. The query would translate: a giro withdrawal against an overpayment. He guesses that if someone accidentally deposited more than the correct amount into your account, then an “utgirering” would be generated to straighten things out. The opposite, an “ingirering,” is what Dan’s Swedish clients use to pay him for his translation work. Paper checks are almost unknown in Scandinavia.

Surely that Russian writer must have been humorless who created the title Инженер по орнитологическому обеспечению безопасности полётов (Engineer in ornithological safeguarding of flight safety). Paul Makinen sent this in as an example of the absurd, even though we who have been exposed to aeronautics know that the engineer in question has the job of preventing bird-aircraft collisions.

Thanks to everyone who contributed. I hope to meet you in Toronto!”

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ay you’re munching on escargot in an outdoor café in the south of France. When the garçon asks you how your meal is, you put your thumb and forefinger together to flash him the “OK” sign. He storms out of the room. Why? Because in the south of France our “OK” hand signal means “zero, worthless.”

While the curling of the forefinger and the thumb into a circle is the best known non-vulgar hand gesture in the United States, you could end up wearing your dinner in your hair in Mexico, where it means “sex,” or in Argentina, Brazil, Greece, Malta, Paraguay, Russia, Singapore, Spain, and Tunisia, where the OK sign refers to certain body parts and constitutes an insult.

So OK is not OK everywhere, OK?

Now let’s place the shoe on the other foot. Here are some other cross-border translations that turn out not to be OK in English-speaking countries:

An Indian speaker of English wrote, “Dear madam: It has been awhile since we have had intercourse. I hope you have been in good hygiene.” Any implications that the Japanese have cornered the market on world-class bloopers are completely unwarranted. With all due acknowledgment of our own shortcomings when it comes to foreign tongues, here is a celebration of signs and other written English that provide an unexpected source of amusement for travelers around the world. As an ad for a Mexican English-language school promises, “Broken English spoken fluently.”

- *In a St. Petersburg, Russia, brochure*: Be sure to visit Senate Square and look at the Copper Horseman, a beautiful erection of Peter the Great.
- *In a Florentine glove shop*: Our gloves can be washed in soup and water.
- *In the window of an Istanbul souvenir shop*: Sorry, we are open.
- *In a Taiwanese hotel room*: Please beware of strangers dangling in the lobby.
- *Taiwanese advertisement for men’s underwear*: They’re comfortable!
- *Name of a store in China*: Sexual Health Thing Shop
- *Name of another Chinese store*: Warm and Fragrant Bird
- *On an Indonesian menu*: Amiable and sour pork
- *In an African safari park*: Elephants please stay in car.
- *On an Asian charter airline*: Do not smoke when you get into the toilet. Do not throw foreign bodies in the toilet.
- *In the window of a laundromat in Chiang Mai, Thailand*: For best results, drop pants here.
- *Name of a store in Thailand*: Pay All You Can
- *In a Mexican brochure*: Come to Juan’s Jewelry Shop. We won’t screw you too much.
- *In a German hotel*: Serve You Right
- *In the washroom of a German train*: To obtain water, move the handle to the left or to the right, indifferently.
- *On a Chinese train*: Please do not throw yourself out the window.
- *In a Budapest zoo*: Please do not feed the animals. If you have any suitable food, give it to the guard on duty.
- *Doorway signs in the Nigerian National Theatre*: “In Entrance,” “Out Entrance”
- *Ad in the Jakarta Post*: FOR RENT: Condom. Only $650 U.S.
- *Notice in a public bathroom in Florence, the cradle of the Italian language*: This WC is Goof for Everyone. Would You Like to Come Back Using It?

Collaborate with Education.
Don’t Throw Bodies Solid into Toilets!

With Gracious Thanks,
The Direction

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1. Richard Lederer has recently had two pieces printed in the *Funny Times*. The first appeared in this column last month. The text above is a slightly expanded version of his second piece, reprinted here by permission of Richard Lederer.
Call for Papers
16th International Japanese/English Translation Conference
June 4-5, 2005
Westin Chicago
Chicago, Illinois

The IJET-16 Organizing Committee is now accepting proposals for individual (or joint) presentations and panel discussions. Topics are invited in the following areas:

• Teaching Japanese-to-English translation;
• Teaching English-to-Japanese translation;
• The role of translation in historical research;
• The role of the translator in legal discovery;
• Litigation interpreting;
• Translation in the pharmaceutical industry;
• The challenges of medical interpreting;
• The use of language to establish/reinforce gender-based roles in society;
• Comparison between translating Japanese and translating;
• Chinese;
• Translating taste: translation in the food, fashion, and fragrance industries;
• The role of translation in international finance;
• Translation and the environment;
• Translation and politics or the politics of translation; or
• General topics (such as translation resources or professional development for translators).

Presentations and panel discussions may be conducted in Japanese, English, or both.

If interested, please submit the following to Jim Davis (jdavis@engr.wisc.edu) by November 1, 2004:

• Title of presentation or panel;
• Abstract for presentation or panel (max. 150 words);
• Length of presentation or panel (50 minutes or 80 minutes);
• Name(s) of presenter(s) or panel members; and
• Bio for each presenter or panel member (max. 100 words per person), along with e-mail address for presenter or contact person.

If you have an idea for a panel, but need help identifying other participants, please contact Jim Davis. For more information about the IJET-16 conference, please see www.jat.org/ijet. For information about the Westin Chicago, please see www.westinchicago.com.
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<thead>
<tr>
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<th>Location</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>2005</td>
<td>Seattle, Washington</td>
<td>November 9-12</td>
</tr>
<tr>
<td>2006</td>
<td>New Orleans, Louisiana</td>
<td>November 2-5</td>
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<td>2007</td>
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