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The challenges of legal translation: An error analysis of trainees' translations

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The best views come after the hardest climbs

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Introduction

The present dissertation focuses on the main challenges encountered by Italian translation students when dealing with English legal texts. Over the last decade, due to the growing attraction of legal translation, several researchers have shifted their attention towards the main difficulties professional translators and translation students face. However, these studies have generally been restricted to the Asian and Russian contexts. The differences between Asian, and Slavic languages and romance languages do not enable full applicability of the findings in the Italian setting. Responding to a desire to fill this gap, this research project intends to throw light on the major difficulties legal translation poses specifically for Italian translation students. The study also incorporates pedagogic and didactic implications. Therefore, the hypothetical target audience of this dissertation encompasses readers with disparate jobs and backgrounds, such as legal translation professors, translation scholars, novice translators, translation students, and, in part, law professionals. To fulfil the purpose of this research, sixty translations of Italian students from English into Italian have been revised. The texts selected for this study belong to different legal genres, thus allowing for a wider spectrum of results that may be beneficial for the discipline of Translation Studies. The three texts are a distribution agreement between two parties based in Italy and England, a child abduction order issued by the English court and an Australian affidavit. The great differences among the texts should not be negatively judged but rather they are crucial to the identification of certain trends. The participants were final year master's students in the degree course "Lingue Moderne per la Comunicazione e Cooperazione Internazionale" at the University of Padova, Italy. This master's degree course is mainly centred on the teaching of technical translation and, partly, on interpreting. During one of the core modules, students were asked to translate legal texts from English into their native language, Italian. Students' translations were analysed in two steps. First, the revision phase was performed to identify translation errors. This stage constituted the most time-consuming and effort-intensive activity because it included gathering all the data and inserting them into a grid. Secondly, the study also sought to assess translation quality by assigning a grade to each error. Therefore, the investigation adopted a double approach which consisted, in the first place, of revising the text through software and organising the data in MS Excel and, consequently, of assessing translation errors. Qualitative and quantitative research

designs were combined to yield accurate and empirical results. The findings may lead to strengthening the existing hypothesis that legal terminology and phraseology may be the major sources of errors production. In addition, the findings may prevent potential students from delivering unsuccessful and poor-quality translations. The study is also designed to evaluate the data diachronically to corroborate translation improvement. In general, the overall objectives of this dissertation are to pinpoint the major areas of difficulties for Italian students, to perform a qualitative and quantitative analysis in order to establish a certain pattern and to suggest possible approaches to the teaching of legal translation in a university context.

The thesis is composed of four themed chapters. Chapter One is concerned with providing insight into the characteristics and differences between legal systems, namely, civil law and common law. Legal translators should bear in mind these aspects, along with general information about the court structure and jurisdiction of the countries involved in the texts. For this reason, Italian and English legal systems are thoroughly outlined. In addition, the Australian legal system is described since the affidavit is set in Australia. This part of the chapter discloses that the relationship between law and language is so intimate that they cannot be separated. Therefore, the following sections of the first chapter will investigate the main linguistic features of the English and Italian legal languages. Legal language has become a recognized linguistic phenomenon with its specific lexical, syntactic and pragmatic features but some differences across the language can be detected. In general, scholars agree on the fact that the highly-specialised abstract vocabulary and the intricate syntax pose major problems for legal translators. The language of law serves various purposes, such as denotative, prescriptive etc., and one of the abilities of the legal translator includes the reproduction of these functions. A mistake in conveying such functions may have severe consequences in real life. The term legal language, besides representing a language for special purposes (LSP), encompasses a wide range of legal texts and genres. Legal translators should be aware of the taxonomies of legal texts: the functional aspect should always be considered when performing a translation. Then, the following section delves into the world of legal translation and analyses the basic competences a legal translator needs to gain.

Chapter Two gives a comprehensive overview of the notion of translation quality (TQ), which is still a debated concept and no unanimous definition of the term has been

yielded so far. Therefore, a roundup of the main TQ approaches will be included. Intimately connected with the concept of translation quality is the notion of translation revision. When dealing with revision, other concepts, such as editing and post-editing, come into play. With the objective of avoiding possible misinterpretations and conceptual overlaps, the notions of revision, editing and post-editing will be clarified. Throughout this dissertation, the term "revision" will solely refer to the definition proposed by Mossop (2020), who considers it an activity aimed at ameliorating a translated text by fixing passages that need corrections or improvements. The analysis then turns towards the core of translation studies, i.e., the notion of translation error. As for the case of TQ and revision, a generally accepted definition of translation errors is currently lacking. After a detailed examination of the main definitions of translation errors proposed over the years, Mossop's definition will be utilised owing to its best suitability for the purposes of the present work. Since this dissertation is intended to provide pedagogical guidelines, the role of the error in the didactic area will also be examined. The analysis then moves to the discussion of the several taxonomies of translation errors proposed by scholars. In compliance with the notion of translation error, Mossop's error categorization will be considered. The translator conceived his classification both for professional and didactic purposes, hence its best appropriateness to this study. He (2020) distinguishes five groups of errors (transfer errors, content errors, language and style errors, presentation errors, and specification errors) which, in turn, comprise several parameters. Students' translations will be assessed according to his standards. Moreover, translation errors will qualitatively be evaluated depending on their severity level, which ranges from minor to critical errors, with major in between.

Chapter Three begins by laying out the theoretical dimensions of the research by first exploring the research questions that will lead the findings section. The investigation was based on the revision of students' translations sticking to Mossop's criteria and Scarpa's degrees of severity. All of the participants were students attending the master's degree course; therefore, they had different levels of professional and didactic experience. Due to the high number of students, they were divided into twenty groups of a maximum of four people each. The task assigned included the translation of three distinct legal texts, i.e., a distribution agreement, an order and an affidavit. The texts are representative of three different legal genres, which means that they serve different functions, and present

different structures, as well as different linguistic and syntactic features. Therefore, students should be acquainted with the key characteristics of each genre in order to deliver an acceptable translation. For this reason, the main features of distribution agreements, judicial orders and affidavits will be outlined. The first implication from this overview may reveal that students find the distribution agreement easier to translate as compared to the other two genres due to the relative simplicity of mining information and resources on the subject. Contrarily, the intricate formulas, technical terminology and stylistic marks of the judicial order may raise more concerns. The affidavit is a legal institution that does not have a straightforward counterpart in civil law countries, thus it can be guessed that students strived for rendering the functional equivalence of the terms contained in the document. The investigation work went through various steps. As above established, the revision of all translations was accomplished with the aid of MarkIn, whose primary use is for teachers to annotate students' texts. Following the revision, the data obtained were imported into an MS Excel spreadsheet. The assessment phase encompassed the evaluation of each error encountered by implementing a severity mark. Hence, quality verification of students' translations was possible to carry out.

The fourth, and final, Chapter presents the findings of the study, focusing on the four key research questions that have been addressed in the research design section. The findings will be analysed from a quantitative and qualitative perspective. Quantitative analysis was conducted by using MS Excel formulas to obtain statistical data and it will follow a funnel shape. This is so because frequency will be observed from a general perspective and then the analysis will be narrowed to text- and error-specific points of view. First, the most frequent categories of error will be examined across the three texts. Second, the analysis proposes to establish whether a relation between the legal genre and the category of error exists. The quantitative perspective also lends diachronic considerations, thus determining whether a degree of improvement has been achieved. The qualitative analysis represents an added value to the quantitative one because, taken together, the two perspectives allow for a wider sight of the subject. Subsequently, concrete examples of the key errors will be reported in tables and the possible rationales for the production of errors will be thoroughly explored. Alongside causes investigation, remarkable implications that emerged during the revision work will be discussed. The findings will lead to the development of training guidelines, which may anticipate

possible unsuccessful translations. To this end, the last part of Chapter Four will be devoted to the explanation of didactic models and activities that efficiently assist students before and during the translation task.

Chapter I: The English and Italian legal systems and the language(s) of the Law

1.1 Civil law and common law

It is widely known that each society has its own cultural, social and linguistic systems, which are mirrored in the legal system needed to guarantee citizens' safety and norm their behaviour. Cornell Law School dictionary defines a legal system as "a procedure or process for interpreting and enforcing the law", and Collins dictionary describes it as "the set of laws of a country and the ways in which they are interpreted and enforced". Legal systems are numerous. This calls for an analysis of their main distinguishing features, especially because one of the competences of a legal translator concerns precisely the possession of legal knowledge about the legal system that he/she is translating from and to (Cao, 2007:37). Šarčević (1997:13), for instance, warns translators about the incongruences and errors committed by translators when transferring the elements of the source legal system to the target legal system. Therefore, the difference in legal systems should not be underestimated.

David and Brierley (1985: 20–31) classify the following legal families: Romano-Germanic Law (Continental Civil Law), the Common Law, Socialist Law, Hindu Law, Islamic Law, African Law and Far East Law. The most significant ones are the common law and the civil law. There exist also mixed systems of law, which are called hybrid. Although hybrid systems might be fascinating to explore, this dissertation will not cover this typology.

Cao (2007:25) compares civil law and common law by using Zweigert and Kötz's (1992) criteria, i.e., the historical development, the distinctive mode of legal thinking, the distinctive legal institution, the sources of law, and the ideology.

Common law evolved in England from the 11th century and was later adopted by other countries. David and Brierley (1985) associated its origins with the royal power when the English kingdom was threatened. Dainow (1966:422) notes that the English social, economic, political, and law systems stemmed from the feudal system and its incidents. In particular, each region had its own ruling system and therefore litigation was solved at a local level. The difficulty arose when the king tried to establish a central power, thus creating tensions and conflicts with the local authorities that wanted to

maintain their own system. In order to reach a peaceful and common solution, the king decided to constitute his own courts and judges and, consequently, the first uniform rules and legal orders were settled. Thus, the common law is based on ancient rules of precedent case law. In other words, earlier judicial decisions are observed in order to pursue the case. The main source of English law is case law, followed by equity and statute law. Alcaraz and Hughes (2002:48) explain that rules and judgements of higher courts have binding power on lower courts when referring to similar facts. Therefore, the assumption is that the courts' decisions are subjected to commonly and universally accepted principles. This principle is known as *stare decisis,* which binds lower courts to higher courts' decisions. Pejovic (2001:11) states that this doctrine does not exist in civil law countries, in which higher courts certainly have more jurisdictional power, but their decisions do not compel lower courts.

Contrarily, civil law has its sources in codes. Etymologically, "civil law" derives from the Latin words "*ius civile*", which defines the laws only Roman citizens had the benefit of. Evidently, the origins of civil law trace back to ancient Roman law, and, more specifically, to the famous *Corpus Iuris Civilis* redacted by Emperor Justinian. This institution then developed during the Middle Ages, but it eclipsed in many nations. From the 19th century, the idea of the code came back and new codes spread in the past two centuries in Europe. The most influential ones were the French Napoleonic *Code Civil*, the Austrian *Bürgerliches Gesetzbuch*, the German *Bürgerliches Gesetzbuch*, and the Italian *Codice Civile*. Therefore, civil law is generally described as highly-systematized, condensed in codes, and it is based on more general rules and principles (Pejovic, 2001:9). David and Brierley (1985) highlighted that the rules of civil law are assumed as rules of behaviour associated to morality and good conduct. As explained above, codes are the primary source, while courts' decisions and doctrine are secondary sources.

In addition to these major differences, civil law and common law differ in legal thinking (Zweigert and Kötz, 1992:70). Civil law mostly depends on abstract legal norms and civil law countries have established and clear areas of law. On the other side, in common law, jurists study previous similar cases and, through deduction, establish the rule or create a new one. For this reason, Pejovic (2001:10) stresses the fact that civil law lawyers have the tendency to be more abstract, whereas common law lawyers are known to be more pragmatic.

Another relevant feature, which has been explored by Stein (1992:1595), is the distinction between the private and public area. In civil law countries, public lawyers are involved in cases in which one of the parties is an authority. Private lawyers, instead, have to handle cases related to citizens. Differently, the common law applies to both private citizens and institutions, and no distinction is made between public or private courts, as this only lies in the remedy to apply when the party is an authority.

Civil law and common law procedures have also been investigated by Stein (1992: 1598). The "inquisitorial" procedure is an institution of civil law deriving from the *cognitio* procedure, through which professional magistrates worked on cases without lay participation. On the other hand, the common law procedure depends on a trial, i.e., an oral battle in which each party confronts the other on a fixed day. It is necessary that each party comes to the trial prepared. During the examination, the judge has to make sure that the questions to the witness are relevant and that the methods applied are fair. In the end, the judge summarizes the evidence collected and the rules of law (Stein 1992: 1599). Conversely, civil law is marked by a bureaucratic character and this is linked to its nature. Instead of an oral trial, the parties send each other written communications and they might confront in meetings. During the meetings, the questions are put by the judge and not the parties themselves, who actually suggest the questions. If the judge in common law plays as a referee; in civil law, the judge brings light to the case by discovering the basis of the dispute (Stein, 1992:1599).

The difference in the procedure between common law and civil law has two main effects. The first one is related to the relationship between facts and law. The common law procedure, called "adversarial" procedure, focuses on precise terms by limiting the area of dispute to a number of facts. In this way, in the past, laypeople had enough information to condemn the defendant and, therefore, the jury did not have to justify its decision. A common law lawyer usually begins his/her argument with an analysis of the facts and then the issue may turn into a question of law. Each party cites the precedents that support their positions and highlights the facts related. In the civil law procedure, the inductive logic of common law is somehow reversed. This is justified by the character of the civil law, which is a system of wholly written law and every rule is recognized only if it is in statutory form. These rules can be interpreted, but not changed, and this is one of the reasons why the rules are expressed in general terms (Stein, 1992:1600). The

common law and civil law features are reflected in the mindset of lawyers. When lawyers want to know what the case concerns, a common law lawyer is thinking of the facts; while, a civil law lawyer is thinking of the legal issue defined in a general way. The second consequence involves the attitude towards evidence, as the systems embody different epistemology (Stein, 1992: 1601). The common law system prefers publicity and oral testimony over secrecy and written proof, as these were to understand for laypeople. In civil law, a witness would more probably tell the truth privately before a judge because he/she would be concerned that what he/she says can be publicly questioned. The preference for written proof over oral evidence in civil law countries is also reflected in notarial documents, which have a special status because they cannot be challenged. The common law does not attribute special importance to written documents: legal documents are considered valid only if they satisfy the requirements of signature and witnesses.

Grossi (2010:214) agrees with Stein in claiming that the adversarial system of the common law is more lawyer-centred, with the judge playing a passive role by enforcing procedural rules, as opposed to the inquisitorial system. However, Grossi (2010:215) points out that the hallmarks are fading since, recently, common law judges have been exercising great power, and at the same time, are allowed to build claims, defences and evidence to submit. This is particularly clear in the case of the American legal process, which, in the last few years, has undergone a series of changes in which judges have acquired a more active function. It follows that the border between adversarial and inquisitorial is starting to become blurred also as a result of globalization and the growing world's connectedness.

1.2 Court structure and jurisdiction in Italy and English-speaking countries

As established earlier, a legal translator should have a certain familiarity with the legal system he/she is dealing with, which includes the notion of jurisdiction and court structure. The term jurisdiction, according to the website Law.com, is "the authority given by law to a court to try cases and rule on legal matters within a particular geographic area and/or over certain types of legal cases". Italian and English-speaking countries share some common aspects of their jurisdiction; this notwithstanding, the differences perform a key role in the translation process.

1.2.1 The Italy legal system

The Italian legal system belongs to civil law and it may be portrayed as the "cradle of European legal culture" because of its continuity in time (Baschiera, 2006:284). This may be proved by history. Indeed, the Roman legal tradition was able to survive over centuries and became the basis of other national legal systems between the 5th and the 11th century. In Europe, at that time, there was an area of *ius commune*. Then various legal systems emerged from the 12th century, giving birth to civil law and common law. The Italian legal system is hierarchically organized, which implies that there is a rank of sources to follow. Zatti and Fusaro (2017:5) explain that Article 1 of the Civil Code establishes a classification of sources of law, i.e., constitution, laws (including parliamentary and regional acts), secondary regulations and customary law. The Italian constitution was enacted on 1 January 1948 providing a framework for both Italian institutions and its legal system. Secondary regulations refer to a subordinated force of law and can be passed either by the Government or by regions, districts or provinces. Lastly, customary law is a subsidiary source of law based on customs. The Constitution remains the higher source of the Italian legislative system and, for this reason, it is more complex to amend it. Being Italy a member of the European Union, European treaties, regulations and directives exercise power over particular matters, such as fundamental rights. Only European directives require implementing measures; contrarily, EU treaties and regulations have an immediate application.

The Italian judicial function is divided into the following branches: ordinary civil and criminal, administrative, accounting, military, and taxation. Special jurisdictions encompass administrative, accounting, and military. Administrative judicial is exercised by regional administrative courts (Tribunali Amministrativi Regionali) and by the Council of State (Consiglio di Stato). Its function deals with litigations involving public administration and it judges whether administrative acts are legitimate or not. Jurisdiction over taxation is exercised by the Provincial Taxation Commissions (Commissioni tributarie provinciali) and the District Taxation Commissions (Commisioni tributarie regionali) and checks the legitimacy of governmental acts, manages the current account balance, national patrimony and public accounting. The State Auditor's court (Corte dei Conti) exercises jurisdiction over accounting matters. The military judicial function is exercised by the military courts, the military appeals court, the surveillance military court,

military prosecutors based at the military courts, general military prosecutors based at the military appeals court, and the general military prosecutor based at the Court of Cassation (Corte di Cassazione). Jurisdiction over military affairs concerns military crimes committed by those belonging to the armed forces. On the other side, ordinary jurisdiction is broken down into the civil and criminal areas and is administrated by magistrates of the judicial order. Furthermore, there exists a constitutional jurisdiction exercised by the Constitutional Court (Corte Costituzionale), which judges on disputes referring to the constitutional legitimacy of the law, of the state and regions, and decides upon jurisdictional disputes between the state and the regions, and to any accusations against the President of the Republic. As to the setup of civil and criminal judicial courts in Italy, there are three instances. The first instance jurisdiction is exercised by justices of the peace (giudici di pace), ordinary tribunals (Tribunale), juvenile courts (Tribunale per i Minorenni) and supervisory courts (Tribunale di sorveglianza). The second instance jurisdiction is performed by courts of appeal (Corte d'Appello) and supervisory courts (tribunale di sorveglianza). These types of courts serve to claim against the decision taken by the precedent court on factual grounds and interpretation of the law. The third instance corresponds to the Court of Cassation (Corte di Cassazione), which hears appeals in case of breach of the law.

With respect to civil proceedings, Grossi (2010:219-223) illustrates how these can be directed by a judge or a panel of judges. Parties can exchange pleadings and discuss the case before the judge, who will decide on the facts alleged and the evidence gathered by the parties. First, the plaintiff sues the defendant, who should file the answer within a specific time limit, otherwise, the objections will be considered waived. The pleading should include some of the elements required in Article 163 ICCP. Article 167 of ICCP establishes the date of the hearing, which must be carried out within a specific time period. Therefore, the defendant should file his/her answer by twenty days before the first hearing. If not, as before, the objections will be considered waived. Once the parties have exchanged the complaint and the answer, they appear before the judge. The judge not only checks the complaint and the answer but he/she can also ask for further clarifications of what he/she finds problematic. After the judge's decision on which evidence should be admissible and relevant, he/she schedules a hearing for evidence admission. During this phase, witnesses and parties are interviewed and all the evidence is examined once again.

Lastly, the judge pronounces the decision within thirty days. If either the plaintiff or the defendant is not satisfied with the decision of the judge, the judgment can be appealed. The judgment of a first instance judge may be appealed before the Appellate Court (Corte d'Appello), which can review both issues of fact and of law. However, Corte d'Appello cannot deal with new issues of fact or law unless those issues were filed during the first instance hearing. The judgment of the Corte d'Appello may be reviewed by the Corte di Cassazione, which addresses only issues of law. Therefore, Corte di Cassazione will not review again the facts of the case or new claims or evidence. Corte di Cassazione may also deny the motion of review if this is groundless.

1.2.2 The English legal system

Moving to the UK, there are different courts and tribunals according to the jurisdiction, or area of law. First, it is necessary to clarify that the UK has three different legal systems: one for England and Wales, one for Scotland and one for Northern Ireland. Alcaraz and Hughes (2002:48-59) give a thorough overview of the English judicial and court system. Although their explanation is detailed, the English legal system has suffered remarkable changes and, for this reason, the website Incorporated Council of Law Reporting for England and Wales (ICLR) has been consulted to provide an updated classification of the English legal system.

The domestic sources of English law lie in the common law, equity and statute law. First, Alcaraz and Hughes (2002:49) argue that the term "common law" may be misinterpreted if it is merely intended as custom. In reality, common law indicates that the court's decisions are based on commonly or universally accepted principles. Second, the term equity may also be confused with the idea of "fairness" or "natural justice". In the past, equity was applied to cases that were excluded by the common law and it was a means to soften the rigidity of the common law. Dainow (1966:422) adds that equity was a remedy used in the case of harsh situations. It is necessary to note that if a conflict between common law and equity occurs, equity prevails. Third, statute law regards the written laws or legislation, that is, more precisely, Acts of Parliament, ministerial orders and local bye-laws. Among these three sources, statute law has a higher position since it binds all citizens, including judges. As it goes for the Italian constitution, it is very rare to modify a law or an act, whether completely or partially.

Countries with a civil law system usually have four jurisdictions, while the English system presents two jurisdictions: the civil and the criminal. The following section analyses first civil courts (County Courts, High Court), then appellate courts (Supreme Court and Court of Appeal), subsequently criminal courts (Magistrates' Court and Crown Court) and finally military courts (Court Martial, Summary Appeal Court, Service Civilian Court). Lastly, some space will be dedicated to the various tribunals (Administrative Tribunal, Employment Tribunal, TCEA).

Beginning with civil courts, ICLR explains that the introduction of county courts was necessary to provide local justice in less valuable or important cases. County courts used to hear cases about divorces; however, since 2014, they do not deal with family cases anymore, which are now addressed by the Family Court. The High Court includes three divisions, that is, Queen's Bench Division, Chancery Division and Family Division. The Queen's Bench Division handles general civil disputes and its jurisdiction encompasses appellate jurisdiction, inherent supervisory jurisdiction over inferior courts and administrative acts of the government. The inherent supervisory jurisdiction is exercised by a system named judicial review, which provides remedies for any appealing part. The Chancery Division deals with actions involving land, property, contentious probate, and trust. Third, the Family Division is specialised in divorces, financial maintenance, matrimonial property and care, and the welfare of children. As mentioned above, since 2014, Family Courts have been established; nonetheless, judgments from the Family Division of the High Court have a higher force than those from the Family Court. As far as appellate courts are concerned, at the top sits the UK Supreme Court. Previously there was the House of Lords, which was the court of last resort but, since 2009, the function of the House of Lords has been replaced by the Supreme Court. The Court of Appeal has no original jurisdiction and it plays solely as an appellate court. It is divided into Civil Division and Criminal Division. The third category refers to criminal courts. All criminal proceedings must begin at the Magistrates' court, which decides whether the accused person should be freed or judged in law court. The Magistrates' Court handles less serious criminal cases, decides the kind of offence, and sends cases to the Crown Court, which hears cases of serious criminal offences. Most trials are conducted with a jury. Differently, in coroners' courts, there are also jurors because these courts are convened when a death, whether homicide or suicide, occurs. Youth Courts deal instead with

criminal cases that involve juveniles (under the age of 18) in cases other than homicides, which are handled by the Crown Court. Finally, with respect to military courts, the Court Martial adjudicates on any offence committed by a member of the armed forces, which can be appealed to the Court Martial Appeal Court. The Summary Appeal Court deals with minor offences against military discipline at a summary hearing and with appeals to the summary hearing. By contrast, offences against service law committed by a civilian outside the British territory are heard in the Service Civilian Court.

Besides the rich variety of courts, Alcaraz and Hughes (2002:95) examine tribunals: these are present in a large number within the English territory and they have an independent organizational system. Almost every tribunal is created by a statute and its function is to adjudicate on disputes in the administrative, industrial or professional field. Administrative tribunals decide upon disputes between the government and governed and include, for example, Social Security Tribunal or Land Tribunal. Formerly known as Industrial Tribunal, the Employment Tribunal handles claims arising from industrial or commercial disputes, such as unfair dismissal, redundancy, employment contracts, equal pay, sex discrimination, and sexual harassment. With the Tribunal, Courts and Enforcement Act (TCEA) of 2007, changes to the judicial system and judicial power of some institutions have been introduced. As a consequence, First-tier Tribunal and Upper Tribunal were established and together they form a unified tribunal system, which replaces some of the earlier tribunals, including the Lands Tribunal, the Immigration Appeal Tribunal and the Special Commissioners of Income Tax. Specifically, First-tier Tribunal deals with administrative disputes; while, Upper Tribunal hears appeals from the First-tier Tribunal but the Upper Tribunal is further subdivided into four chambers (Administrative Appeals Chamber, Immigration and Asylum Chamber, Lands Chamber, Tax and Chancery Chamber).

What follows below is a brief account of the civil litigation procedure. Before 1999, there were two main sets of procedural rules: the Rules of the Supreme Court and County Court Rules. In 1999, the new Civil Procedure Rule (CPR) came into effect replacing the previous rules with new instructions. A significant principle of the CPR is the overriding objective, which declares that “all cases should be dealt with justly” (Alcaraz and Hughes, 2002:80). It is necessary here to clarify exactly what is meant by litigation. Law.com provides a straightforward definition, which is the following: “any

lawsuit or other resort to the courts to determine a legal question or matter". This definition is close to the one of Alcaraz and Hughes (2002:59): the authors write that "litigation can be described as confrontations or contests between two sides with the judges acting as umpires and applying the rules of the contest between the disputants". Therefore, litigation is a legal dispute between two parties. Civil courts usually hear cases brought by the plaintiff, who is the injured party as he/she has suffered some wrong, harm or injury. The adversary party is called the defendant. Before going to court, a claim, called writ, has to be filed by the plaintiff against the defendant. Right after this step, the defendant has three opportunities: 1) admit the claim and settle; 2) do nothing; or, 3) deny the claim and file a defence. If the defendant admits the claim, the matter is over and the trial is not necessary. In most weak cases, judges tend to encourage the parties to reach an agreement to avoid wasting time and money. Conversely, if the case is strong, then the parties may want to progress to the next step. In case the defendant fails to file a defence, the plaintiff holds the right to move for a default judgment and to ask for enforcement proceedings. In the third instance, the civil proceeding begins and the defendant must file a defence. After filing the admission of claim and defence form, the matter will be allocated to one of the procedural tracks depending on the amount involved and the complexity of the issue. There are three types of procedural tracks: small claims track, fast track, and multitrack. Once the matter has been allocated, the next stage is the trial, which is a final hearing. Civil trials usually end with a judgment for the plaintiff or for the defendant. It is indispensable to notice that here the phrase "judgment for" refers to a decision on whether the defendant is liable for the injury to the plaintiff or not. In civil proceedings, the plaintiff pursues a remedy. The most common remedy is damages, which is the amount of money a plaintiff may be awarded. Another type of remedy is relief, which encompasses a series of benefits, such as exemption from a charge, or award. Granting of an injunction is a temporary court order in which the person issued has to refrain from certain activities until a new judgment is made. A further example of remedy is the account of profit: one party is required to surrender the profits obtained unjustly. Once the judgment is pronounced, the trial can be declared closed. However, if one of the parties is not satisfied with the decision made by the judge, then this party can appeal. It is crucial for translators to bear in mind that the appellant is the party that lost at first instance, hence the dissatisfied party; while the other party is named respondent. The role

switching may be a source of confusion, especially for non-expert translators. Going back to the appeal procedure, either party can win the appeal and if the decision favours the appellant, the appeal is said to be "allowed" or "upheld"; while, if it sides with the respondent, the appeal is said to be "dismissed".

1.2.3 The Australian legal system

Given that one of the texts considered for the present study is set in Australia, the following paragraph will shortly present the Australian court system. Historically, Australia is a federal system coming into effect on 1 January 1901. As in most legal systems, the hallmark of the Australian government is the separation of powers among the judiciary, parliament, and executive. The judiciary power is independent, which means that judicial officers can act autonomously and without the interference of the other two powers. The main function of the parliament power is to legislate; while the executive power aims to administer the laws enacted by the Parliament. Kiefel (2002:292) writes that the judicial power of the Commonwealth was given to a Federal Supreme Court, namely the High Court of Australia. Also, the Parliament was vested in with judicial power. Therefore, the High Court is defined as the "keystone of the federal arch" (Kiefel, 2002:292) as it has long covered the highest position of the court system. The High Court is a general appellate court for federal and state matters. Section 75 of the Australian Constitution confers wide original jurisdiction (Kiefel, 2002:292) to the High Court, i.e., the power of a court to adjudicate matters at first instance. The High Court serves to apply and interpret the law, gives jurisdiction on any Commonwealth statute and hears appeals on all matters from lower courts.

Besides the High Court, there are other federal courts. The Federal Court of Australia was established by the Federal Court of Australia Act 1976 and began to exercise its jurisdiction on 1 February 1977. It was created also to relieve the workload of the High Court. The Federal High Court has a wide jurisdiction; which covers civil matters, consumer protection, taxation, bankruptcy, intellectual property, migration, human rights, native title, admiralty law, as well as some summary and indictable criminal matters. In addition, it has an appellate jurisdiction, especially in patent law, federal law and exclusive of the state courts, and it hears cases coming from the High Court. The other two federal courts are the Family Court of Australia and the Federal Circuit.

Recently, with the Federal Circuit and Family Court of Australia Act 2021, these two courts have become united with the aim of benefiting Australian families. The court encompasses two divisions: Division 1, which is a continuation of the prior Family Court of Australia, deals with family law matters; while Division 2, which is a continuation of the prior Federal Circuit Court of Australia, handles matters on family law, migration and general federal law matters. Then, each state has its own laws and its court system, precisely all states have a Supreme Court and State Courts.

1.3 Leading features of legal English and Italian

According to Goźdź-Roszkowski (2011:1), the legal language entails a huge variety of texts, both written and spoken, and it could then be portrayed as an umbrella term. However, several scholars have argued the appropriateness of the designation "legal language" (Goźdź-Roszkowski, 2011:2). In fact, some theorists, such as Klinck (1992, cited in Goźdź-Roszkowski, 2011:2), endorse the fact that legal language is a specialised language; conversely, others, such as Mounin (1974, cited in Goźdź-Roszkowski, 2011:2), maintain that speaking of a legal language is simply a specialised form of general language rather than an independent linguistic phenomenon. Kurzon (1997), like Goźdź-Roszkowski (2011), tried to depict legal language relying on the classification provided by Bhatia (1983, cited in Kurzon, 1997:120) for written legal texts, who distinguishes: academic legal writing, juridical writing, and legislative writing. Drawing on this three-fold scheme, Kurzon (1997:120) proposes his clear distinction between "language of the law" and "legal language". For Kurzon (1997:120), the language of the law is "the language or the style used [...] in documents that lay down the law" and legal language is "the language used when people talk about the law", including judges' opinions, legal textbooks, lawyers' speeches. Hence, legal language is a metalanguage employed to talk broadly about the law, and the language of the law is simply the language in which the law is written. It is possible to detect a connection between the two because the language of the law has strongly influenced legal language.

Differently from Mounin (1974, cited in Goźdź-Roszkowski, 2011:2), Trosborg (1995) holds the view that legal language should be deemed as a language for specific purposes (LSP). This position is supported by other scholars, and this dissertation also endorses this. Following Picht (1987:149), the main characteristics that define any LSP

are distinct terminology and phraseology, as well as idiomatic collocations. Legal language presents all these features. In line with Trosborg's perspective, Šarčević (1997:6) acknowledges that a text formulated in a special language presents special syntactic, semantic and pragmatic rules. With regard to legal texts, the language used is the language of the law, which is the language used in special-purpose communication between specialists (Sager 1980, cited in Šarčević, 1997:9). In Trosborg's classification (1995:2), legal language subsumes five languages: the language of the law, the language of the courtroom, the language in textbooks, the lawyers' speech, and people talking about the law. Moreover, Gémar (cited in Šarčević, 1997:9) highlights that each legal system has its language of the law, therefore it is more accurate to talk about languages of the law since they differ from one another, as they are products of history and culture. Similarly, Cao (2007:15) claims that legal language is an LSP, or, more specifically, a language for legal purpose (LLP). Cao (2007:15) also opines that legal translation comprises features of technical and general translation. For this reason, the complexity of legal translation is also due to the nature of its language. By stating that legal language is an LSP, it is implied that legal language presents certain recurrent syntactic, lexical and pragmatic hallmarks. Due to the heterogeneity of legal language, not all the characteristics that will be presented in this dissertation are retrievable in every legal text. Certainly, texts belonging to the same genre may show more common traits; however, the following paragraph aims to cover the general characteristics of legal English and Italian.

In this dissertation, legal language refers to the language of and related to law and legal process, hence including language of the law, language about law, and language used in other legal communicative situations.

1.3.1 Legal English

In relation to the leading features of legal English, Alcaraz and Hughes (2002:5) mention the presence of foreign words derived from Latin and French. Legal English was influenced by Roman law, in particular in the Middle Ages, when Latin was the *lingua franca* for written texts and intellectual exchanges. Latin was then adapted to the needs of English law, thus being absorbed by the English legal language. The extensive power of Roman law contributed to the inclusion of Latinisms. Not only is legal English imbued with lexical items deriving from Latin, but also it was affected by the French, when the

Norman invaded the British Isles in 1066 and started to administer justice in their native language. Alcaraz and Hughes (2002:6) outline that the ending -age of many legal terms is typical of the French influence. In that period, three different languages clashed, creating a situation of trilingualism, in which each language was destinated to a specific domain of life: English was used for everyday life, French was employed for royal administration and Latin took over as the language of liturgical services and bureaucracy.

Another mark of the English legal language is the tendency towards formal register and archaic diction and this is reflected in the presence of an unusual density of old-fashioned syntax and antiquated vocabulary. A number of factors have contributed to this aspect. First, lawyers want to preserve the archaic terms or phrases since these do not undergo semantic change, but remain stable, thus guaranteeing clarity and transparency. Second, old texts are continually quoted and lawyers are accustomed to using old vocabulary. Clearly, now, legal specialists make use of the current vocabulary and syntax; nevertheless, some archaisms, such as "an action sounding in damages" or "imbibe", are still in use. The adoption of expressions of politeness and respect is a practice when addressing judges or other members of the court. Another characteristic of fossilized language is the inclusion of archaic adverbs, merging a simple deictic (e.g., here, there, where) with another adverb, and prepositional phrases, such as "hereinafter" or "pursuant to".

Another significant aspect is lexical repetition, or redundancy. Doublets and triplets, such as "null and void" or "full, true and correct", are reduplications in which two or three near-synonyms are put together in order to enhance precision and avoid ambiguity. The translation of these expressions may give rise to some issues as the translator may opt either for a simplification and dropping the less general term or a reproduction. A further dominant trait is the frequency of performative verbs and utterances, by which "the state of affairs expressed by the words comes into being, or those that commit the speaker to carrying out or performing the actions expressed by the words" (Austin 1962, cited in Alcaraz and Hughes, 2002:10). By pronouncing these operative words, a decision comes into effect and, as a result, the reality changes. The most common performative verbs include "agree", "admit", "pronounce", and "hold". Legal language is also expressed through euphemisms, which Oxford Dictionary defines as "an indirect word or phrase that people often use to refer to something embarrassing

or unpleasant, sometimes to make it seem more acceptable than it really is". Euphemisms are mainly noticeable in those areas of law involved with sexual offences and contracts. An instance of a recurrent euphemism in contracts is "act of God" referring to natural disasters or calamities attributed to the forces of nature. Occasional traces of contemporary colloquial idioms have also entered legal English and this is evident in the case of "hacking", "stalking", and "money laundering".

The morphology and syntax of legal English represent also major sources of difficulty. First, legal documents present long, complex sentences with multiple subordinate, coordinate and embedded clauses. The length of the sentences may vary depending on the genre. For instance, statutes have typically long sentences and ancient contracts may consist of one sentence only (Kurzon, 1997:131). Together with the presence of long sentences, legal English abounds in restrictive connectors and parenthetic restrictions. Types of these connectors are "notwithstanding", and "in accordance with".

Another aspect characterizing mostly written legal English is the use of passive constructions with the aim of suppressing the identity of the agent. Šarčević (1997:175) claims that the passive form is one of the techniques to guarantee impersonal style. Another method to emphasize the impersonal is the use of the third person, singular or plural, which confers an authoritative function to the text. The impersonal style is particularly common in laws as they prescribe rules for the regulation of human affairs. A distinct trait especially spotted in statutes, contracts or handbooks containing procedural rules is the presence of indicators of condition and hypothesis, which can be positive, i.e., "if", "when", and "provided that", or negative, i.e., "unless" "except", and "but for". Alcaraz and Hughes (2002:20) warn translators to be extremely careful when dealing with conditions as they may contain double or triple hypotheses.

In addition, Šarčević (1997:170) points out that even if affirmative statements are more straightforward, negative provisions may have more impact on reaching the desired legal effect. Šarčević (1997:171) advises that it is better not to translate positively a negative statement and vice versa since the risk of mistranslating is high. However, if the naturalness of the target language (TL) is jeopardized, then the translator should opt for a transformation from positive to negative or the contrary, depending on the case.

Another significant source of difficulty encountered by the legal translator is the unfamiliarity with the vocabulary typical of the legal field (Alcaraz and Hughes, 2002:16). Before delving into the various classification of legal vocabulary, it is necessary to differentiate between symbolic items and functional items. Functional items are grammatical words or phrases whose goal is to bind together concepts. Deictics, articles, auxiliaries, syntactic and other morphological markers fall under this group. On the other hand, the former group consists of all the terms that refer to things or ideas found in the world of reality, physical or mental. They can be one-word units or compound units. This group may be further broken down into three subgroups, namely purely technical vocabulary, semi-technical vocabulary and unmarked vocabulary. Purely technical terms encompass law-specific terms and phrases, which are monosemic, i.e., they have one meaning, and are semantically stable, which means that their meaning is unlike to change over time. Instances of this group are "barrister", "tort", and "mortgage" and therefore, this vocabulary is exclusively used in the legal field. The second category includes semi-technical terms or mixed terms, i.e., words or phrases from the general language that have acquired additional meaning in the legal domain. For this reason, these terms are polysemic, semantically more complex, and context-dependent. Owing to their multitude of meanings, these terms may generate translation errors. A classic example of a semi-technical term is "issue", which can mean offspring, disputed point, to give out or to be served (Alcaraz and Hughes, 2002:18). Lastly, the third and largest group consists of unmarked vocabulary or terms from general language that neither have acquired additional meaning nor have lost their general one.

Legal English has often been perceived, mostly by non-specialists, as obscure, incomprehensible and abstruse. This led to the Plain English Campaign launched in 1979. The aim of this movement is to render the legal language much more accessible for laypeople. Williams (2004:116) reveals that the movement also proposes to

> democratize government, extend legal rights, and encourage efficiency, also by providing courses which train people in the skills of text revision and in drafting handbooks and guidelines so as to bring the language of officialdom in its various guises (which may even include taking into account design and layout as well as language) closer to the ordinary citizen.

As Williams (2004:117) states, the inclusion of technical and archaic terms or expression increases the difficulty of full comprehension of the text considered. A possible solution may be the substitution of complex terms for words closer to everyday use provided that the latter do not change, even partially, the text meaning. Alcaraz and Hughes (2002:15) agree with Williams (2004:119) on the fact that lawyers tend to reproduce the language used by their predecessors and keep adopting ancient formulas to ensure clarity and avoid confusion or misunderstandings. Curiously, some scholars tend towards a conspiracy theory: they opine that legal experts deliberately make use of obscure terminology both for prestige and for fear of losing their job as "translators" of legal documents.

Similarly, unnecessary words or expressions can be removed or avoided. As explained in the previous section, legal texts are highly redundant, which makes their style "turgid and difficult to follow" (Williams, 2004:120). In order to render the text more readable, unnecessary words may be eliminated where the meaning of the text is not altered. The same holds for other characteristics of legal English, i.e., the reduction of sentence length, of passive voices and of nominalizations. Certainly, legal experts must understand each other and not compromise the clarity of a term or structure because of the difficulty in understanding legal language for the citizens; however, where feasible, the measures previously presented should be adopted in order to bring legal texts closer to ordinary laypeople.

1.3.2 Legal Italian

A peculiar aspect of the Italian legal language, which differentiates it from other legal languages, is its relationship with the past. The current Italian legal language is the product of a tortuous historical path. The Latin language dominated the legal field for a long time thus eclipsing the role of vulgar Latin. However, from the Middle Ages, the figure of notaries started to emerge and precisely because of their activity, Latin and vulgar Latin came into contact. For this reason, Colonna Dahlman (2006:48) highlights that it is possible to talk about a vulgarization of Latin and of a Latinization of the vernacular. At the beginning of the XVI century, the Latin language started to decay, which led to the diffusion of vulgar Latin. The activity of some leading political figures, such as Emmanuel Philibert and Cosimo de' Medici, contributed to the spread of the

vernacular, Italian and French languages. In the 1800s, a major shift occurred. At the behest of Napoleon, the French *Code Civil* was translated into various languages and strongly influenced the linguistic structures of the Italian legal language, specifically expressions, phraseology and calcs entered the Italian syntax. In the same century, other legal foreign models affected the Italian legal language, such as the German *Bürgerliches Gesetzbuch*. Nowadays, the Italian legal language is a combination of Latin, French and German features along with the influences of global languages, such as English. Hence, some scholars (Bambi, 2012) asked themselves whether the Italian legal language is undergoing major changes due to multilingualism and globalization or whether the law requires new words to adapt to the fast-growing world.

Lubello (2021:54) affirms that Italian legal language is characterized by:

- the employment of deagentification and impersonal structures, such as passive voices and modal verbs;
- the presence of syntactic condensation, which is realized through subordinate and embedded clauses;
- the omission of the article in order to set a more technical and specialist tone to the text;
- the double or triple negative construction;
- the occasional inversion of the syntactic constituents in a sentence;
- the phenomena of enclisis and proclisis; and
- the use of main or full verbs that carry specific meanings so to avoid vagueness.

With respect to the lexicon, the Italian legal language has been influenced by English as the latter has become a global language (Bambi, 2012). English terms have entered various technical fields, including the legal one, in which terms of the common law are adopted, e.g., “stalking”, “leasing”, “franchising” or “factoring” (Lubello, 2021:66). Mortara Garavelli (2001, cited in Lubello, 2021:63) distinguishes between specific technicalities, redefinitions, and collateral technicalities of legal Italian terms. Specific technicalities are terms employed exclusively in the legal field and, as purely technical terms, are monosemic since their meaning is unambiguous. Collateral technicalities or

pseudo-technicalities belong to the specialised area but are not exclusively used in a specific domain; rather, they are linked to a high register. Lastly, redefinitions may be described as everyday terms that have acquired a new definition in the legal field.

1.4 Legal text typologies in English and Italian

As previously stated, legal language can be portrayed as an umbrella term because it is greatly extended encompassing a vast array of legal texts. Indeed, De Mauro (1986, cited in Lubello, 2021:59) claims that the legal language has the widest application among specialised languages. This is not only relatable to the Italian language, but also to the English legal language as scholars have provided different and, sometimes unsuccessful, attempts to gather legal texts. Throughout this dissertation, the term "text" is used to refer to both written and oral genres.

Following Trosborg (1997:6), genres are "the text categories readily distinguished by mature speakers of a language". Formerly, the term genre described a category or type of literary composition; now it carries the connotation of a distinctive category of discourse of any type. Trosborg (1997:8) emphasizes that genres are categories but they are "set within social communicative processes" and depend on the community. Alcaraz and Hughes (2002:101) suggest that genres are specific classes of texts recognizable in a scientific community. Hence, genres are conventionally coded and follow certain features of vocabulary, form and style. Alcaraz and Hughes (2002:102) list the main stylistic and formal features established to determine whether a text belongs to the same genre as follows: a shared communicative function expressed by the same nature of the performative verb; a similar macrostructure, such as the format or organizational outline; a similar discourse mode and similar discourse techniques intended to meet the discourse expectations; a common set of functional units and a common lexicon and syntax; and, common socio-pragmatic conventions.

A number of researchers also suggested systems of classification of legal genres. For instance, Šarčević (1997:11) contributed to the classification of legal translation by offering a bipartite system, in which texts can cover two primary functions: regulatory and informative, in other words, prescriptive and descriptive, respectively. The prescriptive function refers to texts with a normative purpose or documents that create rights and obligations; whereas the descriptive function involves legal texts with an

informative purpose. Šarčević (1997:11), therefore, distinguishes the following categories: 1) primarily prescriptive, i.e., laws, regulations, codes, contracts, treaties, conventions; 2) primarily descriptive and prescriptive, i.e., judicial decisions, actions, pleadings, briefs, appeals, requests, petitions etc.; and 3) purely descriptive, i.e., legal opinions, law textbooks, articles, etc. A further central categorization is the one offered by Tiersma (1999), who distinguishes operative legal documents (petitions, statutes, contracts, wills, etc.), expository documents (e.g., judicial opinions which analyse objectively legal points) and persuasive documents (e.g., briefs or memoranda). However, these systems of classification have been challenged by some scholars, such as Cao (2007) and Soriano Barabino (2020), who argue that they do not depict a clear image of the target text (TT) as they are chiefly focused on the function of the source text. For Cao (2007:9) written legal texts can be grouped into four major variants, namely 1) legislative texts, such as domestic statutes, subordinate laws, international treaties, multilingual laws etc.; 2) judicial texts produced in the judicial process by specialists; 3) legal scholarly texts produced by lawyers or legal scholars; and 4) private legal texts that include texts written by lawyers, such as contracts, leases, wills and litigation documents, and also texts written by non-lawyers. Instead, Soriano Barabino (2020:294) elaborated seven categories after deeply analysing the previous classifications. She distinguishes:

1) normative texts, which include "texts produced by the legislative or executive powers of the state that impose obligations and duties on the citizen", such as constitutions, statutes, regulations, and codes;
2) judicial documents, which are "texts issued by the courts and the court administration" such as judgments, court orders, and petitions;
3) administrative texts and documents, that is, "texts and documents issued by the administration (government) in their relations with the general public or by the public in their relations with the government", such as application forms or reports;
4) public documents delivered by certifying officers, such as wills or deeds;
5) private documents, which regulate private issues and the significant text genre is the contract;

6) texts written by legal scholars, such as law textbooks, academic papers, legal opinions etc.; and
7) informative texts, tailored for the general public.

The taxonomy provided by Soriano Barabino (2020) allows for a deep overview of the major legal genres and it is helpful for novice translators because it encapsulates almost every genre.

Among the various classification of legal texts offered by Italian scholars, the one by Mortara Garavelli (2001, cited in Lubello, 2021:78) is particularly influential. According to this researcher, legal texts may be distinguished into 1) normative texts, such as constitutions, conventions, statutes etc., 2) interpretative texts, such as articles, judicial textbooks, case notes etc., and 3) applicative texts, such as judges' orders or orders issued by authorities, as well as private documents and deeds. It is curious to underline that even if the Italian and English-speaking countries' legal systems diverge, the systems of classification of legal texts show analogies.

1.5 Legal translation

The role of legal translation has become paramount due to the increasing demand for capital and people's movements following globalization. Šarčević (1997:5) claims that initially legal texts were not reckoned as text typologies and biblical texts represented the main type of legal genre. Nowadays, after a twisted path in translation studies, it is commonplace that generally, translation can be broken down into different categories. The most common classification is among general, literary and specialist or technical translations (Cao, 2007:8). Of these three fields, legal translation belongs to the specialist one and logically legal language falls under the category of language for special purpose (LSP) or of the language for legal purpose (LLP) (Cao, 2007:8).

Within the specialist category of legal translation, scholars have attempted further classifications. For instance, Cao (2007:10) groups legal translation into three categories according to the target text (TT): legal translation for normative purposes, legal translation for informative purposes and legal translation for general legal or judicial purposes. Legal translation for normative purposes concerns the production of authentic legal texts in bilingual and multilingual jurisdictions of domestic law and international

legal instruments, as well as contracts. Šarčević (1997:20) remarks that the translation of authoritative texts is not a translation, but it is actually the law *per se*. Despite the fact that Vermeer claims that his *skopos* theory applies to all translations[1], LSP specialists argue that the function of the ST is the same as the TT. This is certainly true in the translation of an English contract into another language in which the communicative purpose of the ST is maintained. The second typology of legal translation (legal translation for informative purposes) entails the translation of statutes, court decisions, scholarly works and other types of documents aimed at giving information to readers. Differently from the previous case, the source language (SL) is the only "legally enforceable language" (Cao, 2007:11) and therefore the SL and the TL may have different communicative purposes. The last group (general legal or judicial purpose) involves statements of claims or pleadings, contracts and agreements, and ordinary texts. It is necessary to emphasize that these texts are used by non-experts and therefore, the nature of these texts is purely informative and descriptive. Different from textbooks or articles, these documents have legal consequences.

Owing to its heterogeneous trait, legal translation encompasses aspects of technical translation as well as some characteristics of general translation. It is a common belief, especially on the part of lawyers, that legal translation is the mere process of translating legal terms. This is an inaccurate misconception considering that legal translation, but also translation in general, involves much more than simply transposing a term from one language to another. In fact, Hurtado Albir (2001:41) describes general translation as an interpretative and communicative process which consists of reformulating a text through the means of another language, which develops in a social context and with a specific purpose. In other words, Hurtado Albir (2001) offers a three-fold view of the translation, which can be summarized as a textual, communicative and cognitive activity. Therefore, it is a short-sighted approach considering translation – including legal translation – simply a transcoding process between two languages. In line with this view, Bhatia (1997:204) posits that "translation is not simply a matter of linguistic transference alone, but a genuine act of communication in its own right". The complexity of legal translation is based on the fact that it occurs within different semiotic

[1] By postulating the *skopos* theory, Vermeer departs from the tradition as the researcher claims that the function of the source text changes from that of the target text.

systems and that it is mandatory to take into account the TT, target readers and purpose. In addition, Bhatia (1997:204) reminds that translation requires the exploration of socio-cultural and semiotic systems between two languages. Consequently, a translator must master a variety of competences that enable him/her to cope with the major obstacles in translation.

With regard to legal translation, Cao (2014:107) explains that the complexity of this type of translation is determined by the nature of the law, the legal language, and the differences between legal orders and systems. Moreover, the fact that the law, in a way, mirrors the culture of a country may lead to extralinguistic problems[2]. In addition, White (1982, cited in Bhatia, 1997:208) claims that "the most serious obstacles to comprehensibility are not the vocabulary and sentence structure employed in law, but the unstated conventions by which language operates". Besides the abstraction and the culture-bond legal concepts, more concrete issues, such as terminological incongruences, may arise from translating legal texts. In this regard, Cao (2010:192) states that since the law is coded in the language, the absence of equivalent terminology is an important determinant of translation errors. For this reason, a terminological mistake may result in problematic and dire consequences in real life.

Thus, it is crucial that a legal translator develops a general knowledge of the nature of law and legal language, and of the legal process. Moreover, legal translators should be aware of their rights and obligations since they are unique as compared to ordinary translators. Although legal translators are trained almost as specialists, it is essential to note that they are not lawyers because legal translators do not interpret legal texts neither they help clients with their cases. Therefore, a competent legal translator is first of all a competent translator. Here comes the necessity to define the term "competence", which refers to "the combination of aptitudes, knowledge, behaviour and knowhow necessary to carry out a given task under given conditions" (EMT, 2009). A ground-breaking proposal has been made by the representatives of the European Master's in Translation[3] (EMT). According to the expert group, a general translator should manage at least six areas of competence, which are 1) translation service provision competence, 2) language competence, 3) intercultural competence, 4) information mining competence, 5) thematic

[2] The classification of translation problems follows the one proposed by Hurtado Albir (2001).
[3] EMT is partnership project between the European Commission and higher education institutions offering master's level translation programmes.

competence, and 6) technological competence. In light of the classification made by the EMT group and her classification (Cao, 2007), Cao (2014:112) offers a renewed taxonomy regarding the various competences a legal translator should handle. Legal translator competence would entail four components, which are the following: Translation Language Competence, Translation Knowledge Structures, Translational Strategic Competence and, Professional and Technological Competence. Translation Language Competence refers to organizational competence in SL and TL, which further involves grammatical and textual competence, and pragmatic competence in the SL and TL, which, in turn, consists of illocutionary competence and sociolinguistic competence. Translation Knowledge Structures competence comprises general, specialist and literary knowledge. In this case, specialist knowledge concerns the aspects of the field in question, that is, the legal one, and this means that the translator should be familiar with the propositions of law, legal culture etc. As its name suggests, Translation Strategic Competence has to do with strategic competence and psychophysiological mechanisms. It involves the mental and physiological processes of the translator when performing a translation task and his/her ability to cope with unexpected problems when no ready-made solutions are available. Lastly, Professional and Technological competence is related to the ability and use of electronic tools for translator purposes within professional ethical rules. Thus, when some lawyers claim that translating is simply substituting one word for another one, not only are they mistaking the concept of translation, but also, they are underrating and minimising the job of the translator.

Bhatia (1997:210) dispenses several pieces of advice to become proficient in the use of language in legislative contexts and he claims that manifold skills should be developed. The skills are the following ones: the ability to understand why legal documents are written the way they are; the ability to understand how these documents are constructed, interpreted and used; the ability to read and clarify legal documents for the benefit of lay audience; and the enhancement of self-confidence and the sensitivity to the use of legal genre.

The last part of this chapter will be dedicated to a concept strongly interwoven with the subject of the present dissertation and with translation competence: translation problems. Nord (2011:11) establishes that translation problems are "person-independent and objective, or at least inter-subjective tasks that have to be solved in order to produce

a target text which fulfils the intended function(s)". Translation problems must be distinguished from translation difficulties that, contrarily, are "subjective and individual" and this implies that what is easy for one translator may not be so for another, especially if he/she is a novice translator. Translation difficulties may be solved through the use of adequate and appropriate techniques or tools so, with experience, translation difficulties should decrease; while translation problems may be overcome through the medium of translation competence. Hurtado Albir (2001:288) groups four types of translation problems. Linguistic problems are related to the linguistic code and they derive from the difference between languages. Extralinguistic problems have to do with thematic, cultural or encyclopaedic questions. Instrumental problems refer to difficulties in retrieving information. Lastly, pragmatic problems are those connected with speech acts in the ST, the author's intention, the characteristics of the target reader and, the situational context. This system of classification has been broadened by Hurtado Albir in 2017 in the compendium "Researching translation competence" by PACTE group. Besides linguistic, extralinguistic and pragmatic problems, Hurtado Albir (2017:11) introduced textual problems that are related to issues of coherence, cohesion, text genre conventions and style, and problems deriving from the translation brief and/or the characteristics of the translation target reader.

As a final remark, this section aimed at providing an in-depth insight into the legal sphere, as well as legal translation and its implications. Particularly, the explosion of interest in studying the relationship between language and the law is constantly increasing and the centrality of legal language has recently gained a significant role in the unifying process of the European Union. With regard to the extra-European context, legal language is undergoing major changes in order to uniform the various concepts pertaining to different legal systems under shared terms. Therefore, the legal field is going to rocket globally in the near future, hence, contrasting theories will inevitably be postulated and new potential challenges will rise (Šarčević, 1997:15).

Chapter II: Error analysis and revision in translation

This chapter is centred on the analysis of the notion of translation quality and its implications. Several definitions of translation error will be proposed as a common definition has not been established yet. Along with a plausible definition of translation error, classifications of translation errors will be taken into account. Lastly, the process of revision will be analysed and distinguished from editing, proofreading and other processes and, finally, the main revision parameters used for assessing the translation considered for the present study will be explored.

2.1 What is translation quality?

Recent studies have highlighted the relevance of translation quality (TQ), especially in the didactic sphere. Scholars have strived to achieve a common definition of what translation quality implies; however, it has resulted in an asperous path. The pitfalls in establishing a translation quality assessment (TQA) model are well explained by Williams (2004) in his book "Translation Quality Assessment: An Argumentation-centred Approach". He lists ten reasons why experts have not yielded a unanimous definition (Williams, 2004:XIV). First, a number of TQA models have been designed for literary, advertising and journalistic translations, therefore they are not applicable to other types of instrumental translation. Moreover, designers are more focused on giving prominence to cultural differences rather than discussing errors caused by other factors. Second, there is no shared belief on whether certain variables, such as deadlines and difficulties of the ST, should be taken into account during the assessment. Furthermore, the complexity of the model also stands on how many factors have been considered in the grid. Third, the notion of quality can vary from one person to another, especially from the translation agency to the client, or according to different cultural backgrounds. Fourth, the level of target language rigour is extremely mutable since, for instance, elegant style can be a fundamental trait for some evaluators, while for others it is not a priority. Likewise, some evaluators bend towards the relevance of punctuation or spelling errors; while others do not. Fifth, another mutable factor is the severity of errors of transfer: for instance, some evaluators are particularly interested in the total fidelity to the ST; on the other hand, other evaluators neglect minor shifts in meaning if the general meaning of the

ST is preserved. Sixth, TQA has been hinging on error detection and analysis. This activity requires plenty of human resources and time. In order to overcome this problem, sample analysis, which consists of the analysis of portions of the translation, has been introduced. However, there are some drawbacks of sampling because a number of errors may be present in the left-out parts. Seventh, experts in the field, such as translation services or translation teachers, use qualitative grids with a number of parameters to take under consideration. These grids are functional up to a certain level. In fact, some grids do not incorporate many levels of severity thus not enabling a consistent and proper evaluation. Eighth, a way to solve the previous point, e.g., the quantification of quality, may be by addressing a severity scale to errors, such as minor, major etc. However, the employment of these measurements may turn out to be ambiguous since there is no general agreement on what a major or minor error implies. Ninth, a further issue is the multiple levels of assessment, meaning that several parameters that are generally fair to assess TQ have been identified, but it is quite problematic to find an overall quality rating for the translation. Lastly, the purpose of the TQA model plays a significant role in determining the grid: a formative assessment grid devised in a university context logically differs from a model designed for the translation industry. To sum up, one major theoretical issue that has dominated the field for many years concerns the subjectivity of assessing translation quality. One of the main obstacles to achieving a common assessing criterion is that translation quality assessment is simply a human judgment and, for this reason, it is charged with, at least, a minimal component of subjectivity. This problem has received substantial interest from both the academia and the professional markets. Thus, in the last few decades, many critics have sought a definition that may include all the facets of translation quality.

Translation quality assessment is essentially relative: Gile (2009:39) asserts that the perception of translation quality may vary according to the viewpoint of the various participants in the communication act, and to their needs and motivations. For instance, senders may have a good understanding of the TL and therefore, can detect inaccuracies. However, due to their reduced translation background, certain linguistic changes may not be well understood. Additionally, their feelings or impressions may influence their judgment and this may result in a poor evaluation of a translation that otherwise may have been assessed as fair by a reviser. According to Gile (2009:42), revisers represent the best

professional figures to assess translation quality because of their knowledge and experience in the field. The recipients of the TT only read the final text so they can evaluate linguistic, terminological and logical consistency but they cannot assess accuracy against ST. Clients are also part of the TQA process, but their non-familiarity with the subject of the text increases the risk of not properly assessing translation quality. Besides the potential actors that may assess translation quality, other external and contextual variables may intervene in the evaluation process. Gile (2009:43) shows that motivation and attention are essential to the output of the evaluation. For instance, if a receiver of the discourse is not interested in the topic, he/she may pay less attention to the checking.

For a long time, the subjective trait was part of many TQA models. Only in recent years, several studies have postulated the need for new objective methods and criteria. The following paragraphs will be devoted to some of the most representative approaches related to TQA.

Hurtado Albir (2001:156) upholds that translation quality stretches a vast area within translation studies since it is not only confined to the assessment and/or checking of translations, but it also refers to the person (the translator or the student), and the translation process. Translation quality affects three translation fields, i.e., the assessment of the translation of literal texts, the assessment of translators in practice, and the assessment within the didactics of translation. This threefold view of translation quality can be associated with, respectively, summative (measures the results), diagnostic (determines areas of improvement at the outset of a course of study), and formative (estimating progress during a course of study) assessments. Such expositions may be unsatisfactory; however, at the time, in-depth studies on the matter were missing as only in the late XXI century, did translation assessment and TQ start to gain attention.

In the same vein, Williams (2009:4) defines translation quality assessment as a type of evaluation. The term evaluation, as Scriven (2007, cited in Williams, 2009:4) maintains, "is taken to mean the determination of merit, worth, or significance". However, Williams (2009:4) argues that the term "evaluation" itself seems to be questionable because of the difficulty of defining the concepts of value or worth. Williams (2009:4) goes on to say that TQA can be categorized as quantitative or qualitative. Quantitative TQ relies on mathematical or statistical measurements; while qualitative models are based

on reader responses, interviews and questionnaires. Like Hurtado Albir (2001), he also distinguishes among summative, formative and diagnostic TQA. He (2009:5) highlights that TQA "should not be values-free", therefore he calls for objective criteria to determine translation quality, i.e., validity and reliability. Validity is defined as "the extent to which an evaluation measures what it is designed to measure, such as translation skills" and this is virtually "construct validity" (Williams, 2009:5). There exists also "content validity", which is "the extent to which an evaluation covers the skills necessary for performance" (Williams, 2009:5). The other criterion is reliability which is described as "the extent to which an evaluation produces the same results when administered repeatedly to the same population under the same conditions" (Williams, 2009:5). Hence, his TQA system works only if the evaluator's decisions are consistent and the criteria used are stable. After presenting his TQA system, Williams (2004:3) outlines a handful of the greatest TQA models, which differ depending on whether they present a quantitative dimension or not. The main significant models, one quantitative and the other non-quantitative, are respectively Sical and quality assessment as intended in the framework of *Skopostheorie*. Sical (quantitative model) was developed by the Canadian government's Translation Bureau. Its function was double: first, it was an examination tool but then it was used by the Bureau to assess the quality of the 300 million words of instrumental translation. Over the years, Sical underwent many changes. The third-generation system was based on the quantification of errors, which were grouped into 1) transfer and language errors; and, 2) major and minor errors. Quality rating depended on the number of major and minor errors found in a text and the evaluation was performed on syntactic and semantic levels. Some criticism regarding the Sical grid arose especially in relation to the fact that it ignored the discursive dimension, which means that the macrotextual dimension was overlooked. Starting from 1994, after intense competition with the private sector, Sical has opted for a new approach, known as "zero defects", whose goal was to deliver error-free translations. Therefore, the microtextual aspect of error examination is still in use, but there is no possibility of mistakes. *Skopostheorie*, initiated by Christiane Nord, is built on the assumption that the function and the intention of the TT are pivotal. The translator decides whether to preserve the semantic and formal feature of the ST and eventually to adapt it to the TT according to the function performed by the TT and the instructions given by the initiator of the translation request. Therefore, Nord (cited in Williams,

2009:9) proposes a scale of grades that goes from extreme fidelity to extreme liberty. In other words, a translation may be relatively "literal" or relatively "free". Naturally, the starting point for TQA lies in the TT *skopos*. Differently from Sical, Nord's criteria, because of the nature of her model, do not follow specific measurements and she does not precisely define tolerance levels or overall quality. This notwithstanding, she does not narrow the grades only to the microtextual level, but she does examine the discursive and intentional aspects of the text.

The work of Brunette (2000) has drawn considerable attention to the translation quality field. In her seminal article, she (2000:169) maintains that there has been a number of interpretations of translation assessment since it is a concept that has been susceptible to the subjectivity of the evaluator. Brunette (2000:169) continues by presenting five assessment procedures used for evaluating pragmatic texts[4], i.e., pragmatic revision, didactic revision, translation quality assessment, quality control, and fresh look. Pragmatic revision is a careful comparison of the ST with the TT with the goal of improving the latter. Didactic revision is similar to pragmatic revision as they are both realized with a nearly-final text and the aim is almost the same; however, because of its pedagogical nature, in didactic revision, all the changes must be justified by a commentary. In pragmatic revision, this does not occur simply because revisers do not have any contact with the translator and do not need to clear their changes up. Didactic revision and translation quality assessment may be confused but, if didactic revision is a stage of translation, TQA comes under management. This means that the changes made in the translation are not intended for the translator and his/her training, but they are rather assessed for the manager. In TQA, the purpose is to measure the quality of a translated text in terms of the quality/price ratio. To do so, some objective criteria are used, according to the gravity of the errors. TQA may not necessarily be performed on the whole text, but also on a small part of it, called sample. It happens that TQA may be easily misunderstood as quality control. As opposed to TQA, quality control is a verification that establishes the compliance of the products with certain requirements (such as a linguistic check), it is usually realized on samples, and it does not comprise a bilingual or comparative reading. Lastly, fresh look lies in between didactic revision and quality

[4] In her article, the term "pragmatic texts" (or general texts) is used to refer to any non-literary documents meant for readers who share common interests. It is notable to add that pragmatic texts do not comprise specialised texts.

control. In this case, the reviser puts himself/herself in the reader's shoes and tries to establish how the TT will be perceived by the target audience. In admitting the presence of subjective criteria for determining the quality of a translation, Brunette (2000:174) elaborated the following four evaluation parameters: logic, purpose, context, and language norm. Some of these parameters may be further grouped into sub-concepts. One of the main criteria is logic, which is the "quality of a text rigorously constructed in terms of form and content" and relies on coherence and cohesion, which are defined respectively as the "continuity of the meaning of a text from one idea to another and plausibility of such meaning" and the "linguistic means used to ensure continuity of the form and content of a text" (Brunette, 2000:175). All of this points to the conclusion that when a text follows a logical construct, the communication act is effective within the target readership. Another salient evaluation parameter is the purpose, which encompasses the intention of the author and the effect on the reader. Of the two, effect plays a central role since it is "the extent to which the target text fulfils its purpose" (Brunette, 2000:176). Effect has to be measured only *a posteriori* because assessors are able to judge whether the translation has achieved the intended effect. Accordingly, intention is what the initiator of the translator wanted to pursue; while effect is the reaction the initiator of the translation aspires to produce. In addition, the parameter of context is probably the most difficult assessment standard to determine. Context may be identified as the non-linguistic circumstances of the production of the text and, therefore, it includes several interdependent variables, i.e., the target audience of a translation, the author, the time and place in which the translation is used, the text type, the sociolinguistic situation, the social backdrop, and the ideological circumstances. Lastly, even if the linguistic aspect has already been considered in other parameters, language norm criterion is ascribed to errors that jeopardize the success of the communicative act. This can be evident in "awkward syntax, grammatical errors, spelling mistakes, punctuation errors and inappropriate terminology" (Brunette, 2000:179). Language norm also encompasses the notion of "absence of interference". In this respect, even if most of this typology of errors may be automatically corrected by technological devices; these tools still are not able to spot linguistic interference. In her work, Brunette (2000) attempted to identify objective and common criteria in order to adopt and employ shared language and terminology within evaluators.

More recently, Gouadec (2010:272) outlined that it is important to distinguish between the extrinsic and intrinsic quality of the translated product. Extrinsic quality is intended as "the way a translation satisfies the requirements of the applicable situations in terms of public (readers, viewers, browsers, listeners, etc.), objectives and purposes, medium or media, code, and such external parameters that are relevant" (Gouadec, 2010:272). In other words, the translation must comply with economics (cost), functionality (performance), accessibility (readability, usability, ergonomy), and efficiency. A quality translation "must be adequate in terms of (a) content and (b) form of content". According to Gouadec (2010:272), an adequate translation fulfils the needs of the intended user and, in order to achieve so, the translator has to make two choices. The first one is related to the function of the translation, such as translation for indexing purposes, selective translation, abstracting or synthetic-synoptic translation, and translation. The second choice concerns the degree of finish, which may be categorized as "translated", "fair average quality" or "top quality". Gouadec (2010:273) affirms that the best grades to assess translation quality are "rough-cut", "fit-for-delivery" (not ready for broadcast), and "fit-for-broadcast" (accurate and efficient). These three grades fall under four domains related to quality measurement. The author distinguishes the following areas: 1) the linguistic-stylistic-rhetorical-communicative domain, 2) the factual-technical-semantic-cultural domain, 3) the functional-ergonomic domain, and 4) congruence of the translated material with an original. The four domains share a common sub-domain which is the type and mode of translation (which refers to the two choices previously described). That is to say that the type and mode of translation significantly influence the quality of the translation. Gouadec (2010:274) continues to say that there are three quality levels per domain: acceptable, good and excellent. The imposition of degrees of quality in the domains reduces the level of subjectivity and therefore, translation quality may be assessed as neutral as possible. Finally, Gouadec (2010:275) points out that the number of parameters used in the assessment may increase in a professional environment; while, in a training setting, the assessment standards may undergo some changes that allow a threshold of tolerance of errors.

In his latest prominent work, Mossop (2020:7) agrees with the fact that quality in translation is a relative concept and it changes according to one's needs. He goes on to say that within the translation field several concepts of quality exist and this is mirrored

in the considerable number of currents of thought on the subject. Different organizations have also provided their own definition of TQ and, in many instances, he takes the view of standard ISO. Moreover, he maintains that the fuzziness of criteria to define translation quality is predictable since quality may vary with the cultural background, the text type, and the target readership. Mossop (2020:7) examines three common concepts in translation studies when it comes to translation quality. The first one is related to the fact that quality is often associated with the client's satisfaction. A further concept identifies quality as everything that is necessary to "protect and promote the target language" (Mossop, 2020:8). In this case, quality is mostly connected to the beauty of the translation rather than to the fidelity to the ST. The third concept concerns how a translation is "fit for purpose" and, strictly speaking, the translation must serve its function. This last view is also embraced by standard ISO 17100 which says that the examination of the translation should comply with "its suitability for purpose" (cited in Mossop, 2020:8).

Due to the handful of approaches towards the concept of translation quality, Gile (2009:46) reckons the paramount role of teaching translation quality and this should be performed by starting "with examples which will raise the student's awareness", which should not only be fostered at the outset of the teaching course but should be boosted throughout the lectures. In addition, the analysis of the communication situation before any translation exercise is a key activity in the teaching of TQ. Teachers must guide their students in the process of identification of the context, especially if it is implicit. By promoting this thinking, students will develop their decision-making skills. In line with this perspective, it is noteworthy that teachers make not only linguistic or informational comments, but also, they should never underestimate the importance of "communication-related issues" (Gile, 2009:47). As a last piece of advice, Gile (2009) suggests that teachers should awake in their students the communicative effect the translation has on the target readership. With this in mind, novice translators should be able to handle the controversial notion of translation quality.

More recently, the practice of translation revision, along with TQA, has become a source of investigation by several scholars. Mossop (2007:6) argues that "the revision of the work of other translators may become increasingly important, at least in Europe". Translation quality and revision practices are strictly related and are governed by some shared standards. The most common one is EN 15038 – Translation Services, which

regulates translation quality for translation services. Thus, it combines TQA and revision. The concepts of editing, revising and post-editing are intimately connected to this area and here comes the necessity to distinguish among these three activities since they are often used interchangeably despite their differences. However, editing, revising and post-editing lack a general consented definition and this is particularly due to the relative youth of the discipline of translation studies. Although some scholars maintain that the ambiguity around those concepts may be an added value, this dissertation emphasizes the need to break from this view by examining the works of the most prominent researchers, such as Robert, do Carmo and Moorkens, and Mossop.

In their essay, do Carmo and Moorkens (2021:35) mainly focus on post-editing and machine-translated text, which are not the object of the present study. Nonetheless, it is crucial to provide a precise overview of the topic. First, the authors claim the necessity of using the terms in the gerund form – such as revising, translating, and editing – to indicate the "tasks and actions that are parts of the processes" (do Carmo and Moorkens, 2021:36); and in the noun form, - revision, translation, edition – to represent the process "from an external point of view" (do Carmo and Moorkens, 2021:36). With regards to revision, they provide a general explanation as a process that is carried out by a different person from the translator. This definition, however, does not allow for a thorough distinction from other similar activities. They simplistically add that revisers "read, check and validate the work done by a good translator" (do Carmo and Moorkens, 2021:36). In other words, revisers do not introduce radical changes but rather enhance quality to the text. Most of their research has been restricted to the conceptualization of editing and post-editing (PE), thus leading to a poor definition of revision. According to the authors, editing differs from translation because editors "act on a segment of text" and they provide only "a few changes here and there" (2021:37) until the segment is ready for its validation. Editing is a writing action and encompasses four actions, i.e., deletion, insertion, movement, and replacement. PE is a recent term employed to indicate the improvements made by a reviser to texts produced by machine translation (MT) systems.

Robert (2008) maintains that, undoubtedly, a number of terms is being used wrongly as synonyms of revision. These terms include, for instance, cross-reading, checking, re-reading, proofing, reviewing, etc. Following the trails of Brunette and Horguelin's works, Robert (2008:4) holds the view that some questions need to be posed

in order to distinguish revision in translation studies from revision meant in other fields. The questions are basically simple but they are necessary to shape the definition of revision. The first question is the *what-question* and it defines the object of study, which answers whether the text examined is a translation or not. The second question is a *who-question* and it concerns who created the text to be revised, for instance, it could be the same person or it may be somebody else. The following question is related to the moment in which the revision took place – during or after translating – so it is a *when-question*. The way in which someone deals with revision answers the *how-question*. Ultimately, the *why-question* responds to the function of the revision. Since a variety of terms is used to refer to the same concept, Robert (2008:5) attempts to establish certain clarity by relating to the work of Delisle (1999), Horguelin and Brunette (1998), and to the EN 15038 standard. Robert (2008) detects a number of circumstances that need to be taken into account in order to provide a detailed classification.

To begin with, if the reviser is the author of the translation himself/herself, then the process of revising is called "checking" and it is part of the translation process. According to the European standard EN 15038, it is clear-cut that revision is a process subsequent to the translation. This is shared by the definition provided by Delisle (1999, cited in Robert, 2008:5) even if it creates little ambiguity as revision is considered both as the process of revising either one's own translation or somebody else's translation.

Conversely, if the reviser is not the author of the translation, the process is known as "revision". Revision is further classified on the basis of other variables that may intervene in the process. For instance, if the revision is performed by a group of people, it is called *révision collective* (Horguelin and Brunette 1998, cited in Robert, 2008:7). Another case is when revision is carried out by the client, the process is then named *validation*. As far as the function of the text is concerned, Robert (2008:7) mentions the work of Brunette (2000) when she distinguishes between pragmatic and didactic revision. Didactic revision was already proposed by Brunette (2000, cited in Robert, 2008:7) as an activity performed in the classroom for translation students. With reference to the type of procedure used, Robert (2008:7) claims that the work of Mossop (2001) is one of the few reliable research projects on the matter. He (2001, cited in Robert, 2008:7) proposes a distinction between unilingual re-reading and comparative re-reading. The difference

between the two is quite explicit: in a comparative re-reading, the ST is consulted and compared to the TT.

According to Robert (2008:8), other two occurrences may take place. If the text revised is not a translation (therefore it is an original text) and the reviser is its author, the process is part of the writing process and it can be called "revision", as well. On the other hand, if the same conditions happen but the reviser is a person other than the author of the text, then the process under consideration takes various designations according to different authors. Some call it *révision professionnelle* (Bisaillon 2007a, cited in Robert 2008:8); others speak of *révision linguistique* (Lachance 2007, cited in Robert 2008:8); others name it editing (Mossop, 2001).

In addition to her effort to establish certain clarity among revision terminology, in her article, Robert (2008) examines the applicability of the seven translation procedures proposed by the European standard EN 15038. The results of her study clearly showed interesting data on which translation revision procedures are used the most among translation agencies. Even if the angle of this dissertation is restricted to training and didactic texts, the classification of the translation revision procedures and the outcome of Robert's study may contribute to the development of awareness among novice translators and revisers.

The most striking and outstanding contributions to this area of study come from the crucial works of Mossop (2001, 2014, 2020), who has been extremely fruitful in this field and has attempted to clarify the concepts of revision and editing. While a variety of definitions of the term revision has been suggested, this paper will use the definition first suggested by Mossop in 2001 and then extended in 2020. First of all, starting from the basic principle that nobody is perfect and that everybody can commit mistakes, Mossop (2020:1) asserts that editing and revising are necessary activities. By stating this, it is also obvious that it is nearly impossible to achieve a flawless translation because of humankind's imperfection. However, despite the impossibility of reaching a perfect translation, it is possible to amend texts in order to ensure linguistic and textual coherence. Therefore, these two activities are not primarily meant for enhancing beauty to the final text, but rather to remove inevitable errors. According to Mossop (2020:13), revision should not function as a "final resort" and should not replace the whole translation process. In other words, revision should not consist of rewriting a translation but of

checking whether the text respects writing, linguistic and cultural norms. To avoid poor quality translations, agencies should take "preventive action[s]" (Mossop, 2020:12), such as hiring translators who are skilled to perform that task and ensuring that the brief (or instructions) is well known by the translator. Finally, Mossop (2020:12) argues that in those cases in which a text is badly written or translated, revising and editing are not advisable because they turn out to be worthless, as well as time- and cost-wasting activities. Mossop's book contributed to this growing area by exploring thoroughly what editing and revising encompass, as well as the advent of machine translation and other computerized assessing tools. As stated before, this thesis will not cover machine-translated or computer-assisted texts and therefore the analysis of the latter subject will not be dealt with.

Mossop (2020:15) devotes an entire chapter to the task of the editor. The term "editing" refers to the checking and correcting of a text which is not a translation and the goal is, essentially, to achieve a certain degree of quality. The job of an editor involves reviewing, evaluating and editing a number of written texts that could range from manuscripts to broadcast media. Of course, the duties of an editor may vary according to the text type edited and the writer being edited. Since editing encompasses an array of different tasks, Mossop (2020:17) groups it into four types: 1) copyediting, 2) stylistic editing, 3) structural editing, and 4) content editing. Briefly, copyediting refers to the correction of manuscripts in order to provide consistency "in such matters as terminology and the positioning, numbering and appearance of section headings and subheading" (Mossop, 2020:17). Stylistic editing, as conveyed by its name, aims at improving the text by removing or fixing awkward and poor-constructed sentences. Structural editing involves reorganizing the text for a clearer readability of the topic presented. Lastly, content editing includes additions or subtractions both from a macro-level and micro-level perspective. Mossop (2020:20) also examines the subtle difference among editing, rewriting and adapting. If the text assessed is badly written, one may opt either for an attempt of editing it or for a rewriting. The latter, for its part, consists of re-expressing the content by using renewed sentences and clearer structures. Adaptation, on the other hand, comprises an additional document for a new audience instead of replacing the old poorly written document with a new one. In this case, editing (or minor rewording) and rewriting (or complete recomposition) may take place as well. It is curious that most cases of

rewriting (or recomposition) are typically common with legal texts. As stated in the previous chapter, legal language is entangled with twisted structures and long sentences. Moreover, most of the terminology used is fully comprehended only by specialists in the field. For this reason, one of the main challenges of the Plain English Campaign has been to provide documents in understandable language designed for laypeople. In linguistic terms, this is often converted in the process of recomposition of sentences so that a better level of readability can be achieved. This encompasses the adoption of complex structures and specialised terminology, a feature justified by the fact that these convey a certain degree of accuracy and precision and leave no room for ambiguity and vagueness. Therefore, in some cases it is more opportune not to make changes to the text since they may compromise its clarity; while, in others, amending the text is fully acceptable and does not negatively affect the meaning.

Revision, as defined by Mossop (2020:116), involves spotting possible incongruences in a draft translation. This means that professional revisers may "make or recommend any needed corrections and needed improvements" (Mossop, 2020:115). Generally, the job of a reviser is principally narrowed to the correction of the text, which involves "fixing significant omissions, major mistranslations, gross translationese[5], nonsensical passages, terminology errors, and departures from the rules of the standard language" (Mossop, 2020:115). In some cases, it may happen that adjustments to improve quality are required. Mossop (2020:117) claims that revision may be seen as either a writing activity meant to enhance beauty to the text or as a reading activity intended to substitute awkward passages with something more suitable, according to the function of the text and to the client's need. A successful revision can be accomplished by the employment of adequate procedures together with the reviser's mindset. In order to fulfil a revision task correctly, the person in charge should master some competences, which Mossop (2020:118) groups into three categories. First, intrapersonal abilities are related to the individual skills of the reviser and, for this reason, they include the reviser's experience; his/her knowledge of revision procedures; his/her speed in decision making, and his/her ability to make small changes rather than rewriting the text completely. Differently, interpersonal abilities concern the ability to interact with other people; to

[5] Mossop defines "translationese" as something has been translated so awkwardly and unnaturally that the translated text sounds as a mere translation.

appreciate different people's approaches to the text; to recognize the weaknesses and strengths of the translator. Finally, personal qualities are related to the reviser's limitation such as the diplomacy to deal with conflicts, the leadership to organize a group of translators along with cautiousness to avoid making the translation worse since the translator may have a better knowledge of the subject in question.

Other than one's competences and revision procedures, Mossop (2020:166) is of the opinion that it is necessary to draw a distinction among different degrees of revision. One of the questions regards which parts of a translation should be read, that is, a reviser should decide whether to go for a partial check or a full one. There are four possibilities on how much to read. A reviser may opt for a *full reading* which, as its name suggests, the reviser reads the entire translation. It may be that he/she also looks back to the original text, especially if he/she wants to perform a comparison (comparative re-reading). Alternatively, he/she can do a unilingual re-reading, which implies reading the whole translation and going back to the original text only when some passages need to be reconsidered owing to their ambiguity. *Spot-check*, a further type of reading, concerns the reading of the title or the cover page, the first paragraph and then the reading of other paragraphs either at regular intervals or casually. The final paragraph should be read since the translator may have been rushing to meet a deadline or may simply have been exhausted. These conditions increase the possibility of making mistakes, for this reason, revisers should pay extreme attention to end passages. Similarly, *scan* is the process of reading the title or cover page and the first paragraph; however, the following paragraphs should be "read by following your finger" (Mossop, 2020:167). Finally, *glance* corresponds to the reading of the title or cover page, the first paragraph and the last page. Mossop stresses the importance of reading the first and the last paragraph, given that, if there are any errors in those two passages, by the same token, errors may be present throughout the body of the text.

In addition to the choice between a full or partial check, Mossop (2020:168) differentiates between unilingual and comparative re-reading. As established above, unilingual re-reading is the type of revision in which the ST is not looked at unless some passages are obscure. It is a successful procedure: it has been proved that more errors can be spotted because the reviser is not influenced by the original text and he/she is less prone to the insertion of mistranslation. A drawback of unilingual re-reading is that

omissions or mistranslations on the part of the translator may not be detected. For this reason, a comparative reading may be suggested; nonetheless, it has its own limitation: "the back-and-forth between source text and translation creates an unnatural reading process which may make it difficult to properly monitor readability" (Mossop, 2020:168). A further disadvantage of comparative re-reading is that errors from a macro-level may not be noticed since the primary focus is on the comparison between ST and TT sentences (sub-sentence level). Therefore, various scholars agree that unilingual re-reading is the most effective approach towards revision. With the experience, though, a reviser should develop a sort of "sixth sense" so that he/she feels when it is necessary to check the ST to identify any mistranslations or omissions. As stated more than once, to err is human and tolerance thresholds should be established, especially when dealing with a learning and didactic environment.

Strongly related to the choice of the type of revision to perform are translation revision procedures. It is particularly difficult to spot errors when revising, especially because sometimes it happens that one might consider something as an error when actually it is not. It may also occur that the reviser, for instance, is only looking for linguistic errors and therefore he/she may overlook other typologies of errors. This almost depends on how much care and effort the reviser is putting into the revision process. This problem may be obviated by the adoption of certain procedures that help the reviser spot errors quicker and easier. It is also useful to pause sometimes from revising since it is essential to have a break and restart with a fresh mind. Mossop (2020:174) identifies five questions a reviser should pose when performing a comparative check.

The first question concerns the number of checks to do. Often if a reviser is looking for specific categories of errors, he/she may not spot other types. Therefore, carrying out two unilingual checks, one for micro-problems and one for macro-problems, might be a good suggestion, provided that the reviser has enough time. It may happen that even two checks may not be sufficient and a further separate check may be needed. However, this scenario is extremely rare and highly improbable in the professional practice. With time, a reviser should be able to handle multiple types of errors at once. Mossop (2020:175) concludes by saying that so far, no research has shown that two or more checks yield better results than one.

The second question, which is closely related to the previous one, has to do with the order of readings. There are three considerations to outline. First, the reviser should do a unilingual re-reading so that he/she is not influenced by the ST and the knowledge comes directly from the translated text and not from the original one. Once done so, the reviser should introduce errors. A reviser should be able to determine which type of errors comes easier to introduce and, accordingly, he/she should start with that category. The third consideration is linked to the second one and it regards whether style and language play an important role. If so, the original text should be read in order to recreate the same effect on the audience; albeit this contradicts the first consideration.

Whether reading the whole text or working on a few paragraphs at a time is the content of the third question. The answer always depends on whether the reviser wants to replicate the final users' experience or not. In the first case, the best is to read the whole translation, mark some odd passages and then go back and consult the original text.

The fourth question deals with whether the source text should be read first or last during comparative checking. Mossop (2020:177) has found several disadvantages when the ST is read first. Indeed, the reading of the ST may influence the reviser's judgment on the translation, thus leading to the failure of noticing unidiomatic or non-sensical translations. At the same time, since the reviser has already read the ST, he/she has a general idea of what it is about. The problem lies in the fact that, if the translated text presents an ambiguous sentence, the reviser would interpret it in the sense of the original text. However, the reader may take the other interpretation since he/she did not look at the ST. Another drawback is that the reviser may tend to compare the translated text with his/her mental translation and, as explained before, a different way of translating does not mean it is necessarily wrong. On the other hand, one of the limitations of reading the translation first is that the reviser is less likely to notice omissions.

The last question is related to the extent of the portion of the text to read. In short, it depends on individual psychology. Generally speaking, it is advisable not to read a too-small unit of the text because the reviser would not get enough context and consequently, there is the risk of not detecting bad literal translations.

Thus far, the employment of revision procedures inevitably helps the reviser to save time and to prevent erroneous judgments.

To conclude this section, the concept of translation revision quality remains a thorny issue in translation studies and recently it has gained particular interest because of its complexity in establishing a consented definition. One way to assess translation quality is through revision, which in turn is a disputed notion as either many terms are used to refer to the same process or the same term conveys different meanings. For the purpose of the present study, the definition of revision proposed by Mossop has been adopted due to its best suitability for the analysis of students' translations.

2.2 What is a translation error?

At the heart of all translation quality assessment approaches lies an error categorization. As Hurtado Albir (2001:289) maintains, even though error analysis covers a small part of translation assessment, its role is of vital importance, especially for practice, teaching and translation theory. As established previously, this field of translation studies is characterized by an inherent red thread, that is, subjectivity and relativity. Objectively assessing translations poses a variety of problems and this has led to the formulation of different theories around translation errors. To date, there has been little agreement on what a translation error implies and encompasses. Indeed, "there are almost as many theoretical differentiations of errors as there are theorists" (Joyce 1997, cited in Magris, 2005:10). Before moving on to consider the various error definitions, it is proper to point out that not every scholar agrees on the terminology used with respect to translation error: some experts prefer to use a different term, such as mistake; others equate translation errors with translation problems. The present dissertation will adopt the term "error". The following section will discuss the major error definitions devised by translation theorists in the last past years and will try to identify a plausible definition of error.

One of the first trends of thought is linked to linguistics. For instance, Wilss (1977, cited in Magris, 2005:12) portrayed translation errors as a deviation from a norm. The author also held that some translation errors may have extralinguistic causes. Unfortunately, his definition is limited to the linguistic field and does not take into account functionalist errors. Among linguistic models of translation, translation errors are generally described as violations of contrastive grammar. Notwithstanding, linguistics has evolved and scholars have developed renewed and sophisticated textual, pragmatic, and socio-cultural analysis methods.

In 1971, Reiβ (cited in Magris, 2005:12) embraced in part a functionalist approach and presented an assessment model based on the text typology. In her opinion, the text typology was essential to determine which criteria should be considered when performing a translation task. In addition, Reiβ stressed the great importance of comparing the ST with the TT. Modern functionalist approaches have moved away from the strict relation between the ST and the TT since the latter is considered a new and independent text. Hence, a good translation should serve the function according to the target culture. One of the main functionalist models is the one offered by Kupsch-Losereit (1985, cited in Magris, 2005:13), who defined a translation error as an offence against a) the function of the translation, b) the coherence of the text, c) the text type, d) the linguistic conventions, e) the cultural or situation-specific conventions, and f) the language system. In line with the functionalist approach, Nord (2009, 2011, 2018), one of the leading figures in translation studies, has used the term "translation error" to refer to the failure of any translation tasks in relation to specific functionalist aspects. For Hurtado Albir (2001:289), a translation error is an inadequate equivalence for the translation task that has been commissioned. From the definition of translation competence, Pym (1992:4) has deduced the one of translation error, which is considered as a manifestation of a defect in any of the factors that take part in the following skills: the ability to generate a TT series for an ST; and the ability to select one TT from the series, quickly and with confidence, in order to offer a fair replacement of the ST. Yet, Pym himself (1992) has recognized the limitations of his definition since the production of translation errors may stem from other causes.

In her definition, Magris (2005:17) establishes that a translation error is "any factor which adversely affects the communicative effectiveness of the translation, that is, the transfer of the communicative intentions of the author and the response to the text by the target users". Thus, even though her definition does not cover aspects of translation quality assessment related to the professional field, Magris (2005) includes the pragmatic features of an error's effect on both the TT readers and the ST content.

Between the end of the XX century and the beginning of the XXI century, Mossop produced several studies on the matter distancing himself from functionalist approaches. In an article published in 1989, he writes that the objective translational error is an "error which is identified without any reference to the goals of the translator vis-a-vis the readers

of the translation, and without direct reference to the translator's interpretation of the text 'message'" (Mossop, 1989:55). Moreover, the scholar (1989:56) clarifies that a non-translation refers to the failure in conforming to the concept of translation predominant in the target culture. To put it another way, when a translated text does not read naturally or does not convey the intended effect, it is erroneous. He (1989:58) also explains that "mistranslation" refers to changes in meaning that derive from inattention or defective knowledge on the part of the translator. Hence, according to Mossop, mistranslation and non-translation fall under the category of translational error. In his major work "Revising and Editing for Translators", he (2001:166) provides a renewed definition of error, which is "any feature of a text which requires correction or improvement". It is necessary to highlight that for Mossop correction and improvement are two separate tasks. The former entails any amendments required by a rule which should comply with grammar, language, rhetorical and genre-related principles. On the other side, improvement involves changes from a stylistic point of view, which correspond to the observation of adequate degrees of formality and technicality, along with text readability. In order to keep a certain consistency, in this dissertation, the definition of translation error will solely refer to the one suggested by Mossop.

In translation theory and pedagogy, the accent has predominantly been on the identification of error's causes since this activity has demonstrated to be helpful both for students, teachers, and professional translators. The study of errors' causes may be more fascinating because, by detecting the reason why a particular error has been committed, it is possible to work on one's weak points and try to better oneself. Identifying errors' causes is not an easy task since different factors may intervene. Magris (2005:29) distinguishes between internal and external causes: the former is related to the cognitive mechanisms or the personality of the translator; on the other hand, the latter is determined by situational circumstances. Scarpa (2020:339) agrees on the useful function of identifying error's causes and she lists the following common errors' causes in specialised translation: 1) difficulty of interpreting the meaning of the ST because of its high degree of technicality; 2) difficulty of interpreting the ST owing to its poor quality; 3) time pressure either because of delivery deadlines or because of the low-quality final draft carried out by the reviser, and 4) scarce communicative competences of SL and/or of TL on the part of the translator.

A further compelling aspect of error analysis is its paramount role in the didactic field. Within didactics, it has been proved that error analysis is a successful practice both for students and professors. Indeed, students can detect their weaknesses and improve them; meanwhile, trainers can adopt appropriate didactic methods and develop tasks suited for coping with students' difficulties. It has widely been accepted that students get particularly anxious when they are being assessed because they often associate assessment with a judgment or a mark, most of the time with a negative connotation. As established previously, this type of evaluation is the so-called summative evaluation and raises stress, hence the student's performance may be poor. First of all, teachers should make students aware of what evaluating actually involves and should make clear that it is not a critical judgment but rather constructive feedback. By normalizing evaluation, students would assume a different attitude and would comprehend its importance. However, for a long time, errors did not carry a positive nuance, but rather they were considered something negative. This misconception has been deep-rooted for many years, but from the 60s new and more positive approaches started to be preferred particularly because making mistakes is part of the learning process. In addition, it has been shown that psychological components play a key role in students' learning. With regards to this topic, Krashen (1982, cited in Magris, 2005:73), a well-known expert in the field of linguistics, acknowledged that a number of affective variables intervene during second language acquisition (SLA). In essence, SLA becomes more difficult when these affective factors come into force since they block certain mental acquisition mechanisms. Therefore, translation teachers, but also language teachers in general, should opt for approaches that reduce, the most, sensations of frustration and failure on the part of the students. In order to do so, teachers should not act presumptuously or as if they were truth holders, but they should patiently guide students through the learning and decision-making processes. In addition, Magris (2005:74) mentions Ladmiral (1997), who argues that several teachers are used to employing a prescriptive practice, called "*performance magistrale*", in which students' translations are evaluated according to an ideal translation version performed by the teacher. This methodology, however, may cause lack of self-esteem and of self-trust and puts students in a passive role. Conversely, the aim of translation teachers is to develop translation competences of their students and, logically, professors should always assess their pupils according to the abilities and skills that have

been acquiring during the course. In line with this view, Nord (1996, cited in Magris, 2005:68) posits that it is fundamental that the task commissioned to students is directly proportional to their competences. When it comes to students' assessment, Schmitt (1997, cited in Magris, 2005:69) suggests adopting a mixed approach. It means that students' translations are monitored by an expert but certain types of errors cannot be tolerated. Moreover, the adoption of international evaluation standards is useful because students get used to being professionally assessed or revised. Often, in university courses, teachers have the tendency to personalize evaluation criteria; however, this leads students to stick to the subjective evaluation criteria proposed by their trainers. In fact, students should be taught about the plurality of approaches of TQA and hence they should get acquainted with being flexible and with conforming to different criteria, especially in the professional area. Lastly, recent evidence has shown the centrality of the role of students in translation courses. This shift of focus from teachers to students is of extreme importance when it comes to assessing TQ and, for this reason, new evaluating didactic methods have been embraced. For instance, some scholars emphasize the relevance of self-assessment, the significance of collaborative learning or the value of peer review. Even if some of these systems have been partially criticised, a practical solution suggested by Kiraly (1995, cited in Magris, 2005:85) may be the introduction of real translation tasks, which means that students get to work with source texts requested by real clients and operate under actual working conditions. As a result, it becomes feasible to assess translations through shared evaluation criteria and so students simulate an authentic translation task.

2.3 Error analysis

Determining criteria to assess errors provides various advantages both in translation pedagogy and in the professional field. It is a convenient tool as it allows identifying correlations between the type of error committed and its cause, along with verifying the progress achieved by students when learning with the aid of valid assessing grids. Therefore, classifying errors provides a basis in translation pedagogy for identifying errors ("diagnostic purpose") and in professional translation for correcting errors ("therapeutic purpose") (Scarpa, 2020:340). In this dissertation, the distinction between translation problems, difficulties and errors will be recognized and the term "error" will be used according to the definition proposed by Mossop. In the last 25 years, a vast array

of taxonomies has been proposed and these have varying degrees of complexity. Some of these classification systems are proved to be too abstract, vague or non-practical. In the following pages, the most popular models will be discussed with the purpose of finding a system that can be implemented both in a pedagogical and a professional setting.

Errors classification may follow different criteria. For instance, Delisle (1993, cited in Hurtado Albir, 2001:290) distinguished between language errors and translational errors. A language error is a breach of language norms in the TT because of poor proficiency in the TL and these can include solecisms, zeugma, and barbarism. On the other hand, a translational error is a misinterpretation of the ST and this can be subdivided into countersense, false sense, nonsense, addition, omission, hypotranslation, hypertranslation or overtranslation. Hurtado Albir (2001:292) maintained that this taxonomy is useful because it provides a clear categorization of translation errors; however, it has limited utility with respect to causes detection or consequences of errors.

Other authors, such as Nord (2009), have felt the need to introduce pragmatic and functional criteria, besides language ones. Nord (2009:237), on the basis of translation problems classification, presents the following hierarchy of translation errors: 1) pragmatic translation errors; 2) cultural translation errors; and, 3) linguistics translation errors. In detail, pragmatic translation errors affect text functionality. Cultural errors do not undermine the comprehension of the message but they hinder it due to inadequate reproductions or adaptations to the culture-specific conventions. Linguistic errors are related to orthography, lexicon, syntax, punctuation etc. It has been observed that even though pragmatic errors are easier to spot as compared to the other categories, they are also the most critical ones because the reader would get inadequate or wrong information. Linguistic errors can acquire great relevance when it comes to terminology. Unlike professional contexts, in a didactic environment, the importance of cultural and linguistic errors depends on the influence they have on the function of the TT. For example, if students are tested on their linguistic competence, a linguistic error clearly weighs more than a cultural or a pragmatic one. In the second edition of her volume “Translating as a Purposeful Activity: Functionalist Approaches Explained”, Nord (2018:70) adds a further category of translation errors, i.e., specific translation errors, which derive from their respective specific translation problems, which in turn are bound to the translation of

complex figures of speech, neologisms or puns. These problems do not have a general solution but they call for a creative act and lateral thinking on the part of the translator.

A more simplistic classification is the one devised by Pym (1992:4) who identifies two typologies of errors: binary errors and non-binary errors. He defines a binary error as an error that "opposes a wrong answer to the right answer"; while, a non-binary error relates to many possible options. In other words, he writes that "for binarism, there is only right and wrong; for non-binarism, there are at least two right answers and then the wrong ones" (Pym, 1992:4). Language errors typically belong to binary errors; differently, translational errors fall under non-binary errors. With specific regard to the correction of errors in specialised-translation training, binary errors need to be punctually corrected; whereas, non-binary errors require all the time necessary to be thoroughly analysed. Taking a cue from Palumbo and Ahmad's (2004) ideas, Scarpa (2020:340) argues that Pym's classification can be problematic because it does not consider the key role of terminology and phraseology in specialised translation.

In recent years, there has been renewed interest in the analysis of errors and problems in the legal translation area. A number of scholars have been working on the common errors committed in legal texts. In this regard, Camelia (2014:488) maintains that the variety of legal texts logically includes a number of translation problems that can be obviated by employing specific translation strategies. Therefore, she (2014:489) portrays the main translation problems that may occur when translating text from English into Romanian. Even though the present analysis is focused on the translation of legal texts from English into Italian, some legal problems are shared between the two languages. In the case of certificates or diplomas, the general strategy is to maintain the original form without adapting it. With official names of countries, institutions, job titles etc., it is preferable to adopt strategies such as borrowings, calques, naturalizations or descriptive translation. As regards the names of institutions, the only plausible solution is to keep the original name and provide a descriptive translation or a calque. In this case, the original term comes first and then its translation is indicated in brackets. Likewise, official functions should not be adapted to the target culture: a better choice is to add an explanation of the role. Moreover, when possible, it is acceptable to perform some adjustments to the format and layout of the documents. Hence, in those situations in which traditions differ and there is minimal correspondence between the two languages, the rule

of thumb is to leave the original version untouched and introduce a description or clarification of the term in question. In addition, literal translation especially of word combination is a practice to be avoided since it may generate unnatural rewordings. Therefore, it is better to compensate these terms with cultural comments (Camelia, 2014:490). Camelia also adds that Latin juridical expressions can be a source of difficulty. However, Viezzi (1994:36) claims that Latin expressions do not generally pose great problems in English-Italian legal translation.

The following part of this chapter will examine the error classification that has felt to be more in line with the aim of the present investigation.

2.4 Revision parameters

A classification of errors which turns out to be particularly advantageous and valid is the one offered by Mossop (2001, 2020). With his taxonomy, Mossop has brilliantly elaborated a list of translation errors that can be useful both for revisers and also for translators, regardless of their experience. Scarpa (2020:341) accurately asserts that Mossop's classification has succeeded in "bridging the gap between scholarly approaches to translation quality assessment and the needs of practical quality evaluation". In the first edition of his book, Mossop (2001) identified fourteen different parameters when performing revision. These were further subdivided into five different categories, i.e., "transfer", "content", "language", "presentation", and "specifications". In view of all that has been mentioned so far, one may suppose that consistency has been neglected. Mossop (2020:137) explains that consistency is linked to every category above listed and thus it is not necessary to add it to the classification. At a first glance, this taxonomy may seem to be too articulated or complex; however, it is highly intuitive, concrete and adaptable to multiple situations. The following section will explore each parameter in detail.

GROUP A: *Transfer errors* can be detected when comparing the ST to the TT. They encompass checking for accuracy and completeness.

1. Accuracy: this parameter is considered "[to] be the most important feature of translations" (Mossop, 2020:138). It requires a good understanding of the ST in order to convey its meaning correctly. The reviser should ensure that sentences are linguistically unambiguous and that the whole structure of the

message has correctly been rendered. The degree of accuracy may not be related to as much as it is possible, but rather to as much as necessary. Accuracy has to be negotiated between readability and linguistics in order to strike a balance between overaccurate unreadable translations and inaccurate highly readable texts. Moreover, Mossop (2020:140) warns about the possible undesirable effect of over-attention to accuracy. Such concern can lead to an unreadable text. Although inaccuracy errors often derive from the incorrect understanding of the ST, it may be probable that the translator understood correctly the ST, but he/she was not able to convey the message clearly. A final remark is related to numbers: if they play an important role in the message but have wrongly been translated, they are considered transfer errors.

2. Completeness: this parameter is related to the lack of elements of the ST message in the TT. Sometimes, the opposite may happen too, i.e., additional elements have been inserted even if not necessary. This parameter may be confused with the previous one. However, Mossop (2020:141) elucidates that, while accuracy is a qualitative matter, completeness is a quantitative and mechanical question. Moreover, Mossop sticks to the "No Addition, No subtractions" principle (NANS). Nonetheless, this principle "should not be taken too literally" because "it applies only to *relevant* meaning" (Mossop, 2020:142). Furthermore, even though completeness does not equal explicitness, some additions or omissions are inevitable especially when they are cultural-related.

GROUP B: *Content errors* deal with what the text says about the topic. They can be spotted even by reading the translation alone without consulting the ST, for this reason, they are not translation-specific. According to Mossop, this feature enables revisers to distinguish content errors from transfer errors. Content errors include logic errors and facts errors.

3. Logic: this parameter checks for any "contradictions, impossible temporal or causal sequences, or other errors of logic in the narrow sense" (Mossop, 2020:144). In other words, the translation has to make sense and be intelligible. These errors may be solved by asking what the author meant or

they can autonomously be fixed. Lack of logic may be evidence of either a reproduction of the illogical meaning of the ST or an introduction of nonsense on the part of the translator.

4. Facts: under this parameter, factual, conceptual or mathematical errors can be found. As exemplified by Mossop (2020:72), factual errors entail "more mundane things such as incorrect street addresses; incorrect website addresses; not-quite-right book titles or names of organizations […], and incorrect references". With regard to mathematical errors, they often derive from carelessness or from the fact that revisers may come from a linguistic background rather than a scientific one. Mossop (2020:148) points out that if some factual errors are present in the ST, a good practice is to report them to the client and ask him/her whether to correct them or not.

GROUP C: *Language and style errors* solely concern the TT. The parameters of smoothness, tailoring and sub-language fall under the area of style; while the remaining two parameters, idiom and mechanics, are related to the language field.

5. Smoothness: poor sentence structures and connections result in smoothness errors. This can be seen in the case of "poor sequencing of verb tenses from sentence to sentence, as well as improper selection of tense" (Mossop, 2020:148). Factors that contribute to unsmooth texts are the presence of names of institutions, titles of publications and acronyms, which remain in the SL. This is typically the case of legal documents in which those terms do not have an equivalent and original forms are retained. When possible, "action should be taken to reduce them" (Mossop, 2020:149). Furthermore, Mossop (2020:148) declares that a smooth text is a text whose meaning can be understood after just one reading and at normal speed reading. He also adds that if the unsmooth writing is in the ST, it should not be reproduced in the TT but rather fixed. The proper degree of smoothness depends on the user and the use of the translation.
6. Tailoring: tailoring errors arise from wrong register use, the wrong degree of formality and the wrong tone. In a nutshell, the translation has to be suited to

its readers. Depending on the target readership, the wording of the TT may suffer some adjustments. Likewise, cultural differences may call for adaptations and changes in the TT. The difference in the medium of the ST and TT may require some tailoring. For example, if the ST is a transcript of a conversation, common aspects of the oral language, such as repetitions and false starts, should be removed.

7. Sub-language: failure in lexical, syntactic and rhetorical structures of a language are related to sub-language errors. Mossop (2020:151) holds the view that each genre and each field of writing require its own characteristics. When checking for sub-language errors, particular attention is given to field-specific terminology and the typical phraseology of that distinct domain.
8. Idiom: following Mossop (2020:152), this type of error is related to unidiomatic combinations or wordings. It means that the reviser should check for anything that sounds unnatural in the language in question. For this reason, it is better if the reviser is a native speaker of the TL. In order to avoid this category of errors, translators should look word combinations up in reliable dictionaries or databases. Consequently, it is fundamental to check for the frequency of use of certain lexical items or structures.
9. Mechanics: any failure in grammar, spelling, punctuation, usage, or compliance with a specified style manual or house style sheet fall under this category. These errors need to be detected especially if the TT will appear in public: if an error is present, certainly the receiver will be disappointed. Likewise, Mossop (2020:154) emphasizes the importance of using the right punctuation, capitalization and number-writing conventions, which have to be converted correctly in the TL.

GROUP D: *Presentation errors* are linked to the TT and mainly to its visuality and physical presentation. This category of errors can have a very important role in some specialised fields. For this reason, it is editors, proofreaders or printers that usually check for these parameters rather than revisers.

10. Layout: page layout has to be clear with the aim of fostering text readability. Layout consistency has to be respected especially when the ST is compared

with the TT. In general, layout consists of checking for indentations; text alignment; bulleted, alphabetical, or numbered lists; margins; spacing etc.

11. Typography: although this may be the simplest parameter to check for, it does not mean that it is of minor importance. In fact, "typography needs to be considered by the reviser because it can affect meaning" (Mossop, 2020:156). Typography is generally related to moderation and consistency in using fonts, their size and typography. As explained more than once, revisers should pay attention to the conventions of the TL when using bold, italics, or underline features.
12. Organisation: if a text is well-organized, the reader can go through it and locate sections, paragraphs and so on, without any trouble. Therefore, the organization parameter is concerned with the text structure, and, more precisely, with the verification of page references, numbering and lettering, headers, footers and captions, figures and tables. Finally, Mossop (2020:156) advises that organization problems should be reported to the client if they are found in the ST.

GROUP E: *Specification errors* regard compliance with the instructions given by the client or the translation agency. This category of errors is merely used in a professional environment.

13. Client specifications: as the name of the parameter suggests, the reviser should adopt any request claimed by the client. For instance, the client may require using only certain terminology or phraseology etc. Since the client is not always an expert in the field, it may be that his/her specifications are unsuitable. In this case, it is up to the reviser whether to stick to the client's instructions or to be loyal to the TL.
14. Employer policies: some employers or agencies using services of freelance provide instructions to translators on how they should perform the translation task. This is the case of using particular dictionaries or databases or whether to translate literally or freely. Moreover, employers ask revisers to check for some parameters and overlook others. Sometimes, revisers disagree with the

instruction given and Mossop (2020:157) claims that their choice is between "loyalty to the employer and loyalty to their own professional standards".

This section has deeply described and scrutinized the current existing translation error taxonomies mainly focusing on the one devised by Mossop (2020). The rationale for such a choice lies in the purpose of the present research, which intends to analyse and assess students' errors in translating legal texts.

Chapter III: Research design

The present research investigation seeks to study the common errors Italian translation students make when translating legal texts. The following chapter presents the research aim and the methodology adopted for the empirical study.

3.1 Research objectives

The research project is focused on a qualitative and quantitative study of legal errors of Italian fledgling translators. Some may think that this perspective may not be particularly captivating. Nonetheless, the angle of this research has deliberately been chosen by a young student who first embarked on legal translation one year ago. Lost in this mysterious world, she was attracted by the difficulties of this field and she decided to shed a light on this matter.

A series of research questions has been posed to determine the nature and the scope of this project. The questions that arose essentially regard the translation product, translation errors and the text typology. The first overarching question concerns which categories of errors are more frequent to appear among different text genres. The second research question investigates the influence the text typology may have on the production of errors by identifying any correlations between the number and type of errors committed and the text type under consideration. As a direct consequence of the second question, the third question attempts to reveal whether a certain category of error is more likely to appear within a specific text type. Finally, a further question provides a longitudinal perspective by considering the presence of any improvement (in terms of a decrease in the number of errors) on the part of the students after translating various genres of legal texts.

3.2 Research design

To answer the questions described in the previous section, sixty translations from English into Italian produced by second-year MA students at the University of Padova were analysed. The participants of the study were attending the last year of the Master's degree in "Lingue Moderne per la Comunicazione e la Cooperazione Internazionale", which is

mainly based on the teaching of specialised translation and therefore aims to shape new translators. The sample included over 100 male and female trainee translators, with the latter being the majority, with different backgrounds and levels of experience. Due to the high number of attendants, the cohort was divided into twenty sub-groups on a random basis and each sub-group consisted of three to four people. To preserve anonymity, the groups were assigned an ID number. All of the students took part without any economic or academic benefits since the translation tasks were part of the course activities prepared by the trainer. The groups had to complete the translation assignment in, on average, a week and were allowed to use any kind of resources both on paper and online. The trainer also gave instructions on how to perform the task: students had to pretend to work for a translation agency and this meant taking the roles of translators, terminologists and revisers in rotation. The source texts, as will be clarified in the following section, were all authentic legal texts: i.e., no parts have either been removed or simplified for training purposes. These measures were taken in order to ensure ecological validity, which aims at reproducing real-life settings.

3.2.1 The source texts

The source texts chosen for this investigation are a distribution agreement between two private parties based respectively in England and Italy; a child abduction order; and an affidavit of the Victorian Civil and Administrative Tribunal. As already mentioned, the three source texts belong to different legal text types and, as a consequence, are characterized by genre-specific features that may even vary from one legal system to another. Notably, some legal instruments do not have a direct correspondence with the target legal system and this increases the risk of producing errors. Errors could be minimised by taking preventive actions: for instance, before attempting the translation, students should get information about the text genre, as well as structural and extralinguistic aspects of the text typology in question. Therefore, the next section will investigate the three source texts at a macrotextual and microtextual level in order to draw generalizations on the typical features and potential challenges of each ST for students.

The first source text (Appendix 1) is a distribution agreement between an Italian company (manufacturer) and an English company (distributor). As far as Italy is concerned, distribution agreements do not have specific regulations, for this reason, the

provisions concerning general contracts, *contratti di vendita* (contracts for the sale of goods) and *contratti di somministrazione* (supply contracts) will be applied. The Italian doctrine defines the distributor as an entrepreneur who buys goods from the supplier (manufacturer) and sells them in a specific area in exchange for a privileged price of the product in the resale. Distribution agreements may contain clauses that regulate the type of contract. For example, when the exclusive selling clause is added, the supplier agrees to sell its products solely to one distributor. To this end, the distribution of the goods can be restricted to a limited area or as well to a larger portion of the territory. On the other hand, the exclusive purchasing clause rules that the distributor has to purchase the goods solely from that supplier. Both parties can take advantage of this clause: the supplier has a guaranteed outlet for its products; meanwhile, the distributor may benefit from preferential terms on the part of the supplier. Another type of clause is the selective distribution clause, which restricts the number of retail outlets distributors may sell to. This is exclusively linked to the nature of the product since this type of clause is mostly found when the products in question are sophisticated. As regards the conclusion of the contract, no specific form is required; however, it is always preferable to opt for a written agreement because it is safer and the risk of misunderstandings is reduced. Despite the fact that one may choose one form over the other, certain clauses need expressly to be accepted only in writing. Agreements may have limited or unlimited duration. In the former case, the parties cannot terminate the contract until the date of termination. Conversely, in the latter case, parties can terminate the contract by issuing a written notice of termination. Moreover, distributors and suppliers have to comply with specific duties that can be broadened according to specific clauses.

Similarly, England law does not provide specific provisions for distribution agreements. Despite the lack of a definition of "distributor", this is regarded as a juridical or physical person that assumes the cure of the products supplied by the manufacturer with the aim of satisfying the demand for that product in a specific area. Even though no specific legislation regulates distribution agreements, the rights and obligations implied by the common law are applied. With reference to the form, distribution agreements can be executed both verbally or in writing but the writing form is preferable especially if clauses are particularly complex. Product distribution may occur depending on a number of terms; four main types of distribution agreements can be identified: exclusive

distribution, sole distribution, nonexclusive distribution, and selective distribution agreements. Under an exclusive distribution agreement, the supplier appoints one distributor within a defined territory. Sole distribution agreement is similar to the previous one, but the supplier is allowed to sell its products directly to the end users. Contrary to the previous two forms, a nonexclusive distribution agreement gives freedom to the supplier to choose as many distributors as desired. The final type of distribution agreement sees the supplier having control over other distributors who must sell products only to authorized end users. This type of contract is used when the products require special treatments. When it comes to duration, contracts can last for an indefinite or definite period and can terminate depending on whether a) the deadline has been met, b) a notice has been given to one of the parties or c) a clause has severely been breached. Generally, both the distributor and the manufacturer have to observe certain obligations and duties. Table 3.1 summarizes and compares the features of Italian and English and Welsh distribution agreements in more detail.

	ENGLISH/WELSH LEGISLATION	**ITALIAN LEGISLATION**
Precontractual Information Disclosure		
	No specific provisions.	No specific provisions.
Contract formation		
Form	No specific requirement, but the written form is preferable.	No specific requirement, but the written form is preferable. Some clauses need to be solely made in writing.
Formalities	None	The contract can be registered by the interested party. Exclusive distribution agreements may be recorded at the National Trademark Office.
Purpose		
Products and Territory	The territory in which the goods will be sold is negotiable between the parties. Similarly, the products	No provision unless it is an exclusive distribution agreement

	can be supplied only to specific end target customers.	that regulates the area for specific products and the products.
Types of Distribution Agreement	Exclusive distribution	Exclusive selling/purchasing clause
	Sole distribution	
	Nonexclusive distribution	Selective distribution clauses
	Selective distribution	
Subdistributors	No restrictions to appointing any subdistributors. This faculty can be agreed by the parties.	No restrictions to appointing any subdistributors. This faculty can be agreed by the parties.
Rights and Obligations of the Distributor		
Sales organization	Free to organize the sales, except with regard to the area and the product. The distributor should promote the products supplied and should use its best endeavours.	Free to organize the sales, except with regard to the area and the product. The distributor should promote the products supplied and should use its best endeavours.
Sales' target and guaranteed minimum turnover	No mandatory requirement. Often if the distributor fails to meet its minimum target, the contract terminates.	If the distributor fails to meet the minimum target, it is not considered a breach of the agreement unless it was previously established by a clause.
Minimum Stock	No express prohibition but the supplier can impose upon the distributor to buy a full stock of each product.	It can be possible for the distributor to hold a minimum stock in accordance with the prospective sales.
After sale service	None.	The distributor may have to deal with after sales services which are objects of negotiations.
Resale prices	/	There are two scenarios. On one hand, the distributor is free to fix the resale prices. On the other hand, the

		distributor respects the sales prices fixed by the supplier.
Rights and Obligations of the Manufacturer		
Pricing policy	No limitations. The supplier is free to impose a maximum sale price under the condition that the sales price does not amount to the imposition of a fixed price.	No limitations. The modifications should follow the "good faith" principle.
Transfer and Retention of Title	Generally, the property is transferred to the buyer. This can vary according to the clauses.	Retention of the title is allowed provided that the products can be exactly identified.
Constructions Defects Warranty	The supplier is not responsible for any defects or damage to the products unless otherwise specified.	Product defects are responsibility of the vendor with the exception of some cases.
Delivery		
	Risk of loss or damage to the goods is transferred to the distributor with the property. It is possible for the parties to regulate a different allocation of risk of damage or loss. Because the supplier does not have to procure the safe delivery of the products, this clause is typically very specific.	According to INCOTERMS 2000, the parties decide autonomously. If no provision has been agreed, the place of delivery is at the supplier's premises. UNIDROIT rules are also recognized by Italian law.
Duration		
	Indefinite or definite period.	Limited or unlimited duration.
Termination of the Distribution Agreement		
Termination grounds	The party is allowed to rescind the contract, if a severe breach has happened. Usually, the parties tend to negotiate specific	Substantial breach: a substantial material breach has occurred.

	termination provisions by showing the events that caused the termination of the contract.	Exceptional circumstances: if the financial situation of one of the parties reveals an effective risk of insolvency, the other party can suspend the execution of the contract.
Notice period	No mandatory provisions.	No minimum period for notice. Usually, the parties foresee it in the agreement.
Indemnity	The distributor should not be indemnified unless there has been a wrongful termination.	After the notice period of termination with one party being unfulfilling, the terminating party can ask for compensation of damages.
		The party responsible for unjustified or anticipated termination of the contract is responsible for the payment of damages.
		Parties can introduce goodwill indemnity even if the Italian law does not provide it
		The investments the petitioner has made before the breach of the contract enter the calculation.
Post-Termination Effects		
Post-termination undertaking not to compete	According to the common law doctrine, the restraint of trade is void except for specific circumstances.	A post-contractual noncompetition clause is difficult to be valid. However, it is possible to impose limited noncompetition conditions for a duration of five years.
Fate of the remaining stocks	Most of the time, the distributor keeps the unsold stock provided that he has paid the supplier for those goods. If agreed by the parties, the distributor can resell	No regulations. The parties decide what to do.

	the unsold stocks to the supplier at the same price or at a discounted price.	
Deposited equipment	None.	The goods in deposit have to be returned immediately.
Jurisdiction		
	English law will be followed if the parties are both domestic. In case of one party is non domestic, the forum in which to bring a lawsuit is identified according to the Brussels I bis Regulation.	Generally, parties are allowed to derogate Italian law as long as the foreign law does not derogate imperative rules. Parties can choose the jurisdiction.
Applicable law		
	Parties are free to choose any national law. If the parties have not chosen, the applicable law will be the one of the country where the distributor has its habitual residence.	After having ratified the Rome Convention, Italy recognized UNIDROIT principles.

Table 3.1. Comparison between Italian and English and Welsh distribution agreements

Distribution agreements form part of the bigger family of contracts, which are the most widespread legal instrument. Although the Italian and English contract rules relate to different legal systems, in the case of distribution agreements, it is possible to pinpoint instances of similarities in certain areas. The presence of analogies in the structure and content may facilitate the students' performance; nevertheless, they still may give origin to interferences and unnatural translations. Moreover, binomial or multinomial expressions (e.g., "null and void", "good and services") and peculiar syntax structures (e.g., "hypothetical conditions", "if", "provided that") are likely to be a source of translation errors or problems for students. Not only specific legal terminology may turn problematic to translate but also ordinary English words may generate mistranslations due to their ambiguity (i.e., when words or expressions are susceptible to more than one interpretation or construction, such as "breach", "infringement", "transgression", "commission", "issue"). In addition, the use of certain auxiliary verbs, such as *shall*,

should and *must*, is a "constant source of confusion" (Triebel, 2009:154). In general, the divergences between legal systems are probably one of the primary concerns for students.

The second source text (Appendix 2) is a civil judicial order of the British Family Division which, as explained in Chapter 1, deals with matters related to divorces, financial maintenance, matrimonial property and, care and welfare of children. Specifically, the order concerns a child abduction and her custody to one of the parents. Once again, the terminology adopted and the typical legal phraseology are expected to be the major hindrances in translating the text. Notably, understanding and translating specialised terms is a challenging task since the language used is not only representative of a legal system but also embodies the law and the culture of the country in question. In particular, both judgments and orders are complex texts because ordinary language, standardized language and technical language are strictly interwoven. It is the standardized language of the law that generates major issues in translation. The complexity also stems from the merging of facts and law with the aim of developing logical and coherent reasoning. As a matter of fact, the discursive prose is an expression of the personal style of the judge and this is particularly relevant for common law orders, which generally show special attention towards facts and detailed event accounts, while references to the doctrine and law are secondary. Conversely, Italian orders and judgments tend to be filled with quotations from rules and articles in order to demonstrate that the decision is based on a general rule. This proves that Italian orders are definitely more impersonal and abstract than common law ones. For novice students, it is convenient "to become familiar with the characteristics of this format in order to master the textual organisation of the judgment" (Scarpa and Riley, 1999:19). Although Scarpa and Riley (1999) have centred their analysis on judgments, their considerations are also valid for orders. Orders and judgments are indeed conceptually different legal instruments, but they share structural and stylistic characteristics. More precisely, English judicial orders may be either a) a final part of the judgment or b) a direction or mandate of a judge or a court which directs that something must or must not be done. From a macrotextual perspective, Italian orders are generally composed of a) the heading "Repubblica italiana" (lit. Republic of Italy) and "in nome del popolo italiano" (lit. in the name of the Italian people) and basic information about the judge, b) the name of the civil parts and their lawyers, c) the conclusions of the public minister and of the parties, d) the reasoning with the alleged

facts, e) the disposition with reference to the law articles applied, and f) the date and signature of the judge. The essential parts of an order are the reasoning, the disposition and the signature of the judge. The reasoning is the core of any order because the judge explains the reasons behind his/her decision by using analytical and logical means. Another central part is the disposition in which the final decision on the matter is announced. In other words, the disposition is the direct logical consequence of reasoning. The lack of the signature of the judge results in a void judgment, which means it has no legal force or effect. Likewise, English orders and judgments follow a general structure whose sections may vary in content and number according to the type of order. Normally, the main elements of a common law order are the following: a) an introductory paragraph which contains general information about the case, its nature, the court, the judges, and the date; b) a statement of the facts, which are the story of the parties and they must be legally pertinent and determinant; c) a statement of the issues, which are the questions that the court must answer; d) a discussion of the legal principles and resolution of the issues; and e) the conclusion, which reveals the court's disposition and instructions. Due to their nature, orders are documents that rule something that the judge or the court has decided and, therefore, from a linguistic perspective, it is possible to detect several prescriptive verbs and propositions, which may lead to the production of errors. A last remarkable consideration is that transcoding or translating literally this type of text is not the proper solution to delivering a translation of quality: it is rather preferable to consider the overall pragmatic text structure.

The third source text type is an affidavit (Appendix 3), which is a legal institution solely present in common law countries. In this case, the affidavit was issued in the State of Victoria (Australia) so it follows the provisions imposed by Australian courts. A comparison between Italian and Australian affidavits cannot be drawn either from a linguistic perspective or from an extralinguistic one. Italian law provides for two legal instruments, the *atto notorio* and, partly, the *dichiarazione sostitutiva di atto notorio*, that show affinities with affidavits. The Italian Ministry of Justice website[6] defines an *atto notorio* as a declaration under an oath and sworn in front of a public officer about facts that have legal effects. The *atto notorio* is commonly taken for declaring facts, states or,

[6] https://www.giustizia.it/giustizia/it/mg_3_2_15.page?tab=d

rarely, personal qualities. As Altalex.com[7] compares, the *dichiarazione sostitutiva di atto notorio* may substitute the *atto notorio* but the former must be sworn by two adults. Through this document, facts, states and personal qualities can be corroborated. Differently from the *atto notorio*, the *dichiarazione* is concerned with facts external to the personal interests of the affiants. With reference to the affidavit, the Legal Free Dictionary[8] defines it as "a written statement of facts voluntarily made by an affiant under an oath or affirmation administered by authorized to do so by law". Because of its unilateral nature, it differs from the deposition which is a witness's sworn testimony. The lack of complete correspondence between the two legal documents may raise translation difficulties and errors. Looking up the definition of this legal document, analysing templates and studying its structure may be efficient measures to avoid preventable errors. This allows students to have general knowledge of how the text is organized and what is about. This calls for considerable attention, on the part of the translator, to the characteristics of affidavits. The affiant, who is the person making the statement, should have the intellectual capacity to take an oath; besides this, there is no age requirement. It is also possible that someone, such as a guardian, makes an affidavit on behalf of someone else. An affidavit turns invalid if the affiant is adjudicated incompetent. Regarding the taker of the affidavit, any public officer authorized by the law to administer oaths and affirmations is entitled to take affidavits. An aspect relevant for translation students is that affidavits do not require a standard form or language to be used. Hence, affidavits could partly be considered narrative texts because they entail the reconstruction of events and tend to be written in the first person singular ("I") or plural ("we"). These features render the writing much more personal and less standardized than the previous source texts. In addition, the adoption of formulaic expressions and legal terms is expected to be slightly reduced as compared to the other two STs. Moreover, since grammatical and language errors do not affect the validity of affidavits, they may be characterized by ambiguous traits, which may result in unsmooth translations. However, from a legal point of view, whether the text has errors or is vague is not paramount. Essentially, what matters is that the facts declared are clear and definite. As far as its structure is concerned, the Australian

[7] Altalex is an unofficial website with up-to-date legislation and legal newspaper articles in the Italian language. https://www.altalex.com/guide/dichiarazione-sostitutiva-atto-notorio#par11
[8] https://legal-dictionary.thefreedictionary.com/affidavit

Supreme Court of Victoria website[9] has listed a series of requisites for preparing an affidavit. Most affidavits begin with the address of the affiant and the date when the statement was done. In addition, they should contain numbered paragraphs in which facts relevant to the case are logically set out. In the website, layout information, such as page numbering or the document format, is also outlined; nonetheless, layout parameters will not be revised (cf. 3.2.2). Affidavits are legal documents generally adopted for business, judicial or administrative purposes. Business affidavits are used whenever an official statement that others might rely upon is needed. Judicial affidavits constitute evidence in civil actions and criminal prosecutions but they are exclusively used in court when no better evidence can be offered. Lastly, administrative affidavits are employed in administrative and quasi-judicial proceedings and serve as evidence when there is no objection to their admission and it is possible to cross-examine. The last step to having a valid affidavit is the oral sworn or affirmation in the presence of an affidavit taker. At the bottom part of the document, the jurat, a short statement declaring when, where and by whom the affidavit was taken, must be present. The affidavit must then be signed by the affiant and the taker and then submitted for filing.

With this overview in mind, students should possess at least technical knowledge of the three text typologies and should be able to perform the translation task. For more careful preparation, students are suggested to identify the main terminology and word expressions of each legal text type. In general, scholars (Longinotti 2009, Camelia 2014, Stepanova 2017) advise not to perform a literal or word-for-word translation as this method does not allow for a pragmatic and structure-related rendering. A final remarkable consideration is that the variety in subjects and legal genres of the source texts had the purpose of boosting translation competences, observing how students coped with distinct text types and ensuring that the results did not derive from a specific topic.

3.2.2 Research methods

In exploring the research questions presented, an empirical study was preferred as compared to any speculative or anecdotal approach. This section describes the two operational stages of this work. In the first instance, the analysis focused on checking for

[9] https://www.supremecourt.vic.gov.au/going-to-court/representing-yourself/prepare-an-affidavit

the major errors committed by the students. In the second instance, the quality of their translations has been evaluated as objectively as possible. Although reporting the results and assessing them might seem a time-consuming activity, it was the revision phase that was more labour-intensive in terms of time and mental effort. As to the level of accuracy of revision, a partial revision, as intended by Mossop (cf. 2.1), was carried out due to limitations imposed by the research tool (cf. 3.2.3). Therefore, independent extracts of the same ST were chosen and then revised. The original length of the distribution agreement was 3147 words and it has been reduced to 492 words; the order consisted of 983 words and the revised text contained 650 words, and the affidavit was cut from 1648 to 395 words. Students' translations were converted from MS Word files to TXT files and were named according to the group number and the text part (e.g., "DA 1.2", where DA stands for distribution agreement, 1 is the portion of the text and 2 is the group). Once the revision phase was over, data were collected manually and transcribed into an MS Excel grid. Subsequently, all the items were singled out and individually observed quantitatively and qualitatively. Translation quality was assessed by assigning an evaluation parameter to each error based on its severity. Parameters ranged from "minor" to "critical" errors. A certain level of tolerance has been taken under consideration when evaluating the errors. This two-fold setup is then mirrored in the organization of Chapter 4: the first section presents the quantitative analysis, which is followed by qualitative implications. The quantitative methods employed are based on the calculation of the frequency of errors according to text genre, errors' category and their gravity. The qualitative investigation offers interpretations of the data gathered, the likely causes of the production of errors, as well as teaching and didactic suggestions. Therefore, quantitative methods will be complemented by a qualitative analysis through which errors will be recontextualised and translators' decision-making processes will be speculated.

To determine the parameters for quantitative and the subsequent qualitative analysis, Mossop's error classification has been adopted thanks to its flexible implementation in different contexts and to its precise criteria. To recap, Mossop's parameters are grouped into five categories, i.e., content, transfer, language and style, presentation, and specification, which, in turn, encompass a number of parameters. The standards identified by the translator are accuracy, completeness, logic, facts, smoothness, tailoring, sub-language, idiom, mechanics, layout, typography, organization,

client specifications and employer policies. All the aforementioned parameters will be included for the investigation of translation errors, with the exception of the presentation and specification parameters. This choice is dictated by the fact that first, presentation parameters are mainly checked by editors, printers etc.; and second, the didactic context in which the analysis is set does not require the use of the specification parameters. In addition, the standard of sub-language has been split up into two sub-parameters in order to gain more qualitative and quantitative information on terminological and phraseological errors. Hence, sub-terminology and sub-phraseology were separately analysed. This decision was also felt to be more in line with the nature of legal language considered that legal texts are thick with technical terms and fixed expressions. Therefore, the error analysis will hinge on the following parameters: accuracy, completeness, logic, facts, smoothness, tailoring, sub-terminology, sub-phraseology, idiom, and mechanics.

In order to accomplish the second goal, i.e., translation acceptability, establishing a severity grading was necessary. The scale adopted for this investigation is the one devised by two translation agencies, namely, Schiaffino and Zearo's Translation Quality Index and Vollmar, and reviewed by Scarpa (2020:349-351). In her opinion, using this grading system is advantageous since it allows for error assessment both in educational and professional contexts. However, this system of classification has limited utility with respect to quantitative measurement since it rather provides for a qualitative judgment of the errors committed. Therefore, no numerical penalties have been allotted to each error. Grades are assigned according to three main variables: a) the visibility of the error in terms of its position in the text and the chances for the reader to detect it, b) the repetition of the same error in the TT, and c) the failure to insert corrections despite a previous revision. Errors are prescribed to categories of decreasing orders of gravity, which have been broadened by Scarpa (2020:351) to include Mossop's criteria:

1. Critical errors: accuracy, completeness, factual or linguistic and stylistic errors that cause *serious* misunderstandings of the text and therefore a *significant* portion of the text can be misinterpreted; the repeated presence of a major error and/or in a visible part of the text; failure to insert previous corrections of major errors;

2. Major errors: accuracy, completeness, factual or linguistic and stylistic errors that cause misunderstandings of the text and therefore a *limited* portion of the text can be misinterpreted; the repeated presence of a minor error and/or in a visible part of the text; failure to insert previous corrections of minor errors;
3. Minor errors: language and style errors that do not cause changes in meaning or sense; presentation errors that hinder text readability.

This scale is appropriate for the mixed approach adopted in this investigation, with a quality-oriented and didactic purpose. Although it is a merely qualitative assessing scale, one can revisit it by implementing a score system in order to incorporate quantifiable measurements.

3.2.3 Research tools: MarkIn and MS Excel

This section will present the research tool used for the present study. As outlined above, the first step in the process was to perform the revision of the three different text types. This involved the use of a specific programme, called MarkIn, which is a licensed tool developed in 2009 by Creative Technology and is designed for teachers to annotate electronic texts. MarkIn is a Windows programme but it can work on different environments, such as Mac and Linux devices. The students' texts can be imported either by pasting them from the clipboard or by selecting the document file needed. After having imported the file, the reviser can work on the text and use the set of tools provided. The text format of the file should be HTML, RTF or plain TXT. The programme works perfectly for short texts, but it is necessary to buy a licence for texts longer than 380 words. As the source texts significantly exceed the word limit, the revision was performed only on samples of the STs (cf. 3.2.2).

MarkIn interface is mainly intuitive, although there may be some components to be better explored. MarkIn allows the user to mark texts in four ways: by adding annotations, comments, feedback and grades. The main tool that has been used for the present study has been annotations, which encompass a set of buttons that marks specific errors or gives specific praise. A pre-defined set of buttons is already available for use, but also customisable. Since the criteria proposed were not suitable to properly assess translation quality, Mossop parameters (cf. 2.4 and 3.2.2) were inserted and used for

annotating students' texts. A factious grade was set for every error (-1) but precise quality assessment distinguishing critical, major, and minor (see 3.2.2) errors was performed manually at a later stage.

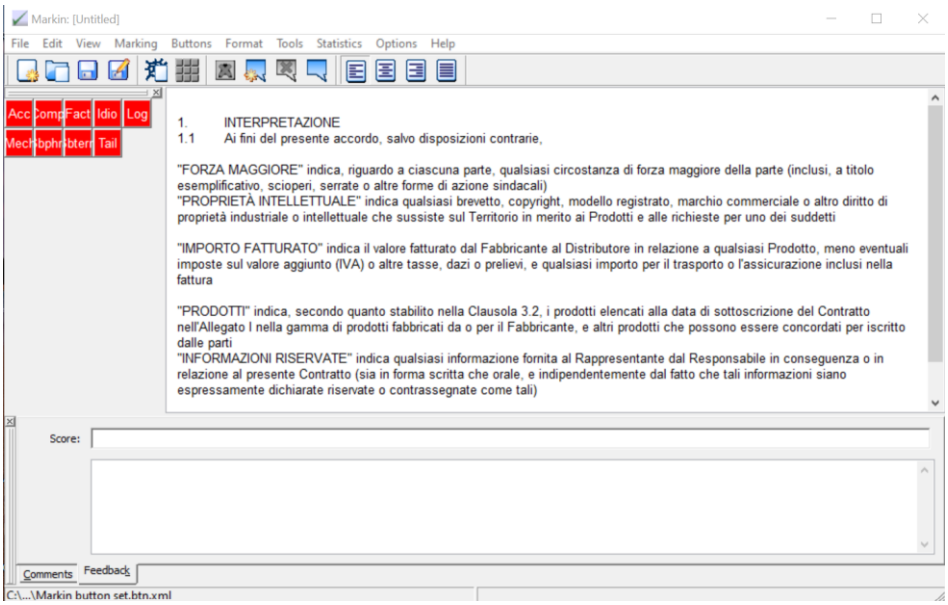
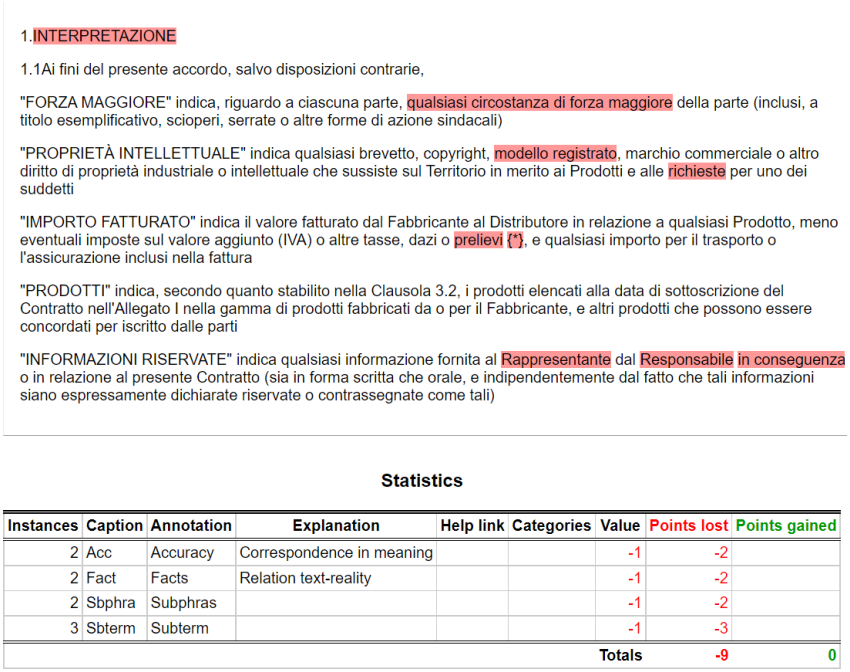


Figure 3.1. The user interface of MarkIn

As shown in Figure 3.1, the interface is relatively simple to work with and, in the left part, there is a set of buttons already personalised with Mossop criteria. The name of the parameters has been shortened due to space reasons. As above anticipated, the parameter of sub-language has been split into two sub-parameters, that are, sub-phraseology and sub-terminology (cf. 3.2.2). When the text revision is complete, MarkIn saves the file in HTML format in which the annotations appear highlighted in the text. If the mark is clicked, further information about the annotations, grades and comments is revealed as shown in Figure 3.2. At the end of the HTML file, the statistic of the errors committed is illustrated in a table.



1.INTERPRETAZIONE

1.1Ai fini del presente accordo, salvo disposizioni contrarie,

"FORZA MAGGIORE" indica, riguardo a ciascuna parte, qualsiasi circostanza di forza maggiore della parte (inclusi, a titolo esemplificativo, scioperi, serrate o altre forme di azione sindacali)

"PROPRIETÀ INTELLETTUALE" indica qualsiasi brevetto, copyright, modello registrato, marchio commerciale o altro diritto di proprietà industriale o intellettuale che sussiste sul Territorio in merito ai Prodotti e alle richieste per uno dei suddetti

"IMPORTO FATTURATO" indica il valore fatturato dal Fabbricante al Distributore in relazione a qualsiasi Prodotto, meno eventuali imposte sul valore aggiunto (IVA) o altre tasse, dazi o prelievi (*), e qualsiasi importo per il trasporto o l'assicurazione inclusi nella fattura

"PRODOTTI" indica, secondo quanto stabilito nella Clausola 3.2, i prodotti elencati alla data di sottoscrizione del Contratto nell'Allegato I nella gamma di prodotti fabbricati da o per il Fabbricante, e altri prodotti che possono essere concordati per iscritto dalle parti

"INFORMAZIONI RISERVATE" indica qualsiasi informazione fornita al Rappresentante dal Responsabile in conseguenza o in relazione al presente Contratto (sia in forma scritta che orale, e indipendentemente dal fatto che tali informazioni siano espressamente dichiarate riservate o contrassegnate come tali)

Statistics

Instances	Caption	Annotation	Explanation	Help link	Categories	Value	Points lost	Points gained
2	Acc	Accuracy	Correspondence in meaning			-1	-2	
2	Fact	Facts	Relation text-reality			-1	-2	
2	Sbphra	Subphras				-1	-2	
3	Sbterm	Subterm				-1	-3	
						Totals	-9	0

Figure 3.2. A text revised with MarkIn

The data gathered from the first phase were subsequently inserted into an MS Excel spreadsheet. The Excel document has been divided into three different sheets per text type with the same layout. In order to create a reader-friendly representation, a grid was developed including:

- the identification number of the group;
- the English term that was the cause of the error;
- the Italian translation on the part of the group;
- the error category;
- the severity of the error committed.

The use of MS Excel spreadsheet has proven to be efficient since the “find” option allows to retrieve simultaneously the frequency of a specific word or wordings. This option has enabled finding common and uncommon errors within the same text type or among the three texts, hence facilitating the analysis. A compiled grid with the highlighted items of the previous figure can be seen in Figure 3.3.

ID	ST ITEM	TT ITEM	CATEGORY	SEVERITY
1	Interpretation	Interpretazione	Subterm	Minor
1	Any circumstances beyond the reasonable control	Qualsiasi circostanza di forza maggiore	Sub-phras	Minor
1	Registered design	Modello registrato	Subterm	Major
1	(Applications) for any of the foregoing	(Richieste) per uno dei suddetti	Idiom	Minor
1	(Applications) for any of the foregoing	Richieste per uno dei suddetti	Accuracy	Major
1	Applications	Richieste	Subterm	Major
1	Levies	Prelievi	Subterm	Major
1	Pursuant to	In conseguenza	Sub-phras	Minor
1	Agent	Rappresentante	Facts	Critical
1	Principal	Responsabile	Facts	Critical

Figure 3.3. Transcription grid in Microsoft Excel

This chapter has described the methods used in this investigation which is an attempt to identify translation errors and quality issues of Italian novice translators. Mossop's evaluation criteria have been validated to apply to multifold environments thanks to their objectivity and accuracy. Furthermore, the results of this study may lead to useful future applications in the pedagogical and professional fields. Guidelines may be developed for translator trainers in order to detect the major errors within legal texts and, consequently, to help students experience the intricacies of legal language. The adoption of these indications should speed up the learning process and prevent students from committing avoidable errors.

Chapter IV: Data analysis

This research project aimed at examining translation errors committed by Italian master's degree students when translating legal texts from English into Italian. This chapter presents the errors quantitatively and also provides a qualitative interpretation of the findings obtained.

4.1 Quantitative analysis of errors

This section presents the results of the revision work and it attempts to determine the frequency of errors per group of translators, text type and error type. Because of the significant amount of data gathered, tables and charts will be implemented to enhance readability.

As shown in Chart 4.1, the number of errors committed limitedly varies among the groups, ranging from 94 to 150. The mean of errors (ME) measuring the average of errors made by groups amounts to 125 errors.

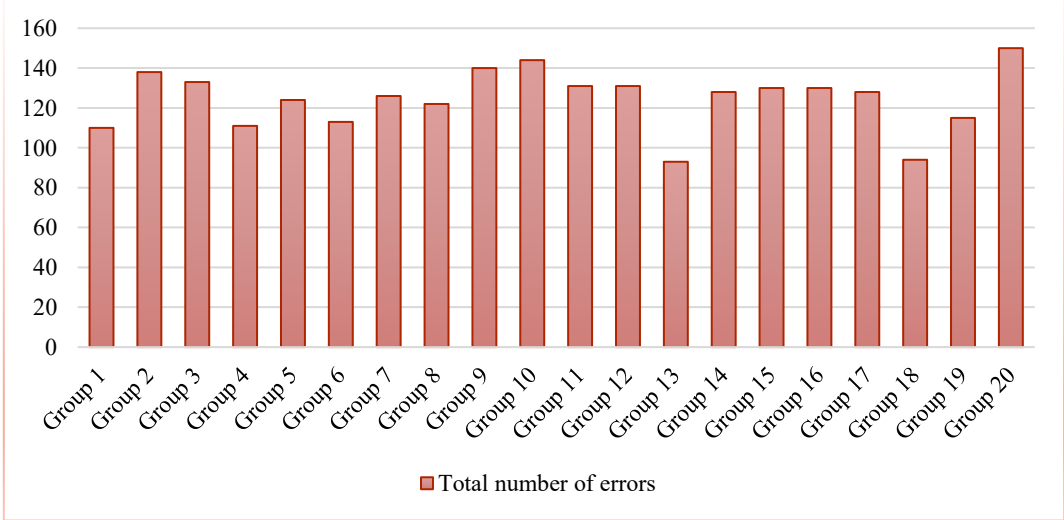


Chart 4.1. Total number of errors found per group

This overview gives a first hint of the performance of the participants. However, it does not reveal much about the error category or text type. The next section will draw some attention to these specific aspects. Chart 4.2 shows the number of errors per group according to the source text. Rather predictably, the order has been the most difficult task for students because the highest number of errors has been reached. It is then followed by

the affidavit and thirdly by the distribution agreement, which apparently turned out to be an easier task. It can be observed that, just for group 20, the distribution agreement has been more challenging than the affidavit.

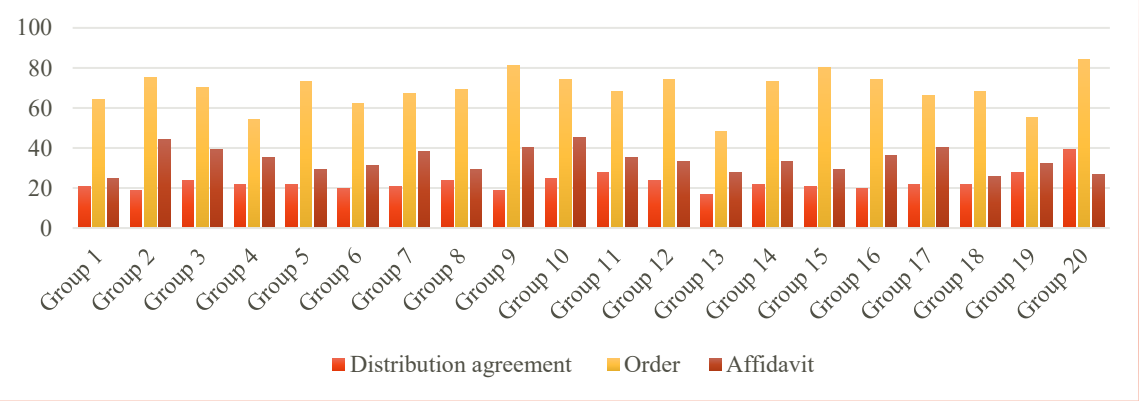


Chart 4.2. Number of errors according to the text type

These noticeable differences can partly be explained by the relative easiness to find parallel texts or online resources when it comes to distribution agreements. As explained in Chapter 3, contracts are one of the commonest legal instruments and therefore a great amount of material can be retrieved on the Internet. In addition, the similarity in structure between English and Italian distribution agreements has certainly influenced the output of the translation by reducing the production of errors. On the other hand, judicial orders and judgments pose tough challenges for students due to their intricate syntax and complex terminology. Moreover, the order in question concerns child abduction which is a highly-specialised domain of law. It may be that the high technicality and specialisation of this text have extensively contributed to the generation of errors. Unlike the order, the affidavit is a narrative text and the amount of technical terminology and phraseology is to some extent diluted. The major difficulties of translating an affidavit lie in the difference between legal concepts and the absence of full equivalents. This calls for deep online research work to first understand the meaning of a term and then find its functional equivalent.

Another interesting finding concerns the typology of errors causing more problems for students. In order to paint a general picture, Chart 4.3 considers the errors made in the translation of the three source texts aggregately. What can be clearly seen in Chart 4.3 is that language and style errors cover more than half of the pie chart.

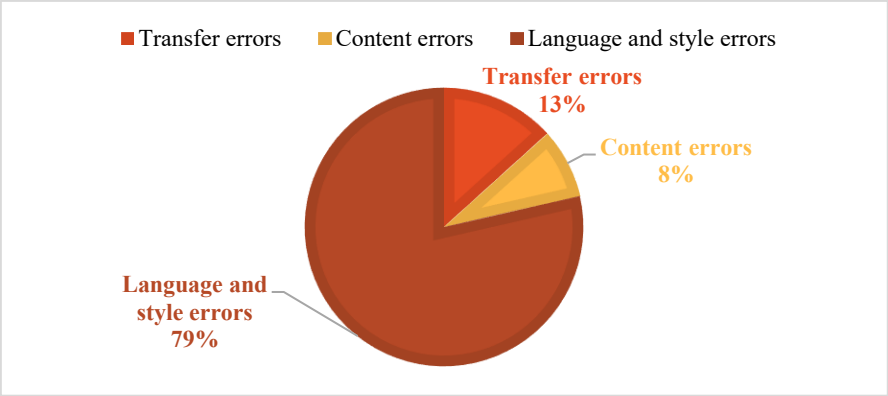


Chart 4.3. Percentage of errors per main category (Mossop, 2001)

It is necessary to point out that language and style errors encompass the different Mossop's parameters (idiom, mechanics, sub-language, tailoring), whilst both transfer errors and content errors include two parameters each. It is quite obvious that the majority of errors committed are related to the reformulation phase and the ability to express in the TL. Transfer errors (accuracy, completeness) minimally exceed content errors. With regard to content errors, the percentage has dropped which means that students succeeded in understanding legal concepts. The following chart allows for in-depth information about each parameter.

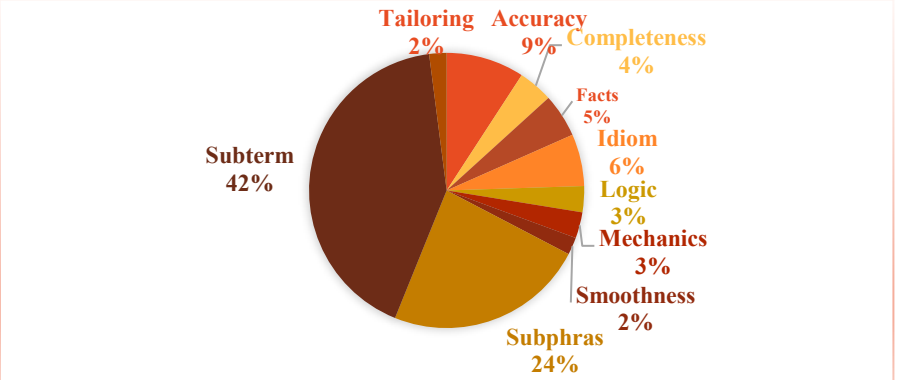


Chart 4.4. Percentage of each parameter (Mossop, 2001)

The most obvious finding to emerge is that terminological errors have been predominant (42%). This result is consistent with the literature that maintains that terminology represents one of the primary hindrances when translating legal texts. Terminological errors may stem from the so-called "purely technical vocabulary" and "semi-technical vocabulary" (Alcaraz and Hughes, 2002:16), with the former belonging

exclusively to the sphere of the law and doctrine. Anisomorphism, i.e., the absence of equivalence of legal concepts owing to different legal systems may lead to mistranslations. Even for expert translators, finding an equivalent for technical terms is not always an effortless task. However, expert translators have professional experience and expertise in the field and therefore they know better how to cope when this kind of problem arises. Translation students, on the other hand, lack legal and linguistic proficiency and may not consult reliable sources. These aspects make the translation process even more tortuous and the risk of committing errors increases. Although the dominant perspective of legal language studies has been terminological, phraseology is also at the core of legal documents by performing a crucial role in identifying the typical features of legal language. Phraseological units are strongly associated with the situational context in which they occur. Some of them have even become distinctively fossilized as situation-specific formulae that allow no changes in their structure and perform a prominent pragmatic function. In addition, phraseology may come under the shape of complex prepositions, binomial or trinomial expressions, lexical collocations and formulaic expressions. It may be possible that no all-complex propositions are typical of judicial language and this may mislead students in looking for their translations. In particular, certain units act as a link between terms, hence raising the difficulty to retrieve an equivalent structure. In addition, partly related to phraseological errors, legal documents show a preference for complex and redundant sentences and phrases, which are also characteristics of ordinary, but highly formal, written language. Accuracy errors may derive from inaccurate translations of everyday vocabulary and misinterpretations of the ST. Translators, principally novice ones, need to be extremely cautious when choosing the right equivalent from the various alternatives. The choice of a term over another may have dire consequences in real life. Unexpectedly, completeness (4%) constitutes a fair proportion of errors. This type of errors is likely due to inattention when translators rush to accomplish the translation or are simply tired. When a word has not been translated, it does not immediately imply it is a completeness error. Some completeness errors may be irrelevant: if the meaning of the translation has not been altered, then the translation is still acceptable. Another salient element is that idiomatic errors account for 6% of errors: this indicates that some translations do not sound natural or idiomatic but the reader has the perception that the TT is the result of a translation. A

good TT should not raise doubts whether there is an ST behind. This occurs when the TT follows and reflects source language forms creating an unnatural rewording and a strange effect on the target reader. Smoothness errors are to some extent connected to idiomatic errors since, in both cases, the source text's sentence construction or the word choice result in unnatural and unsmooth text. Mechanics errors constitute 3% followed by tailoring errors (2%). Mechanics errors may be indicative of inaccurate rereading on the part of the translators, lack of concentration and tiredness. Content errors (facts: 5%, logic: 3%) appear in a small proportion and, as above stated, they are linked to the understanding of legal concepts. This is a first global examination of the data gathered from this research project and only the qualitative analysis will enlarge the perspective by providing wider information.

Turning now to the specifics of the first source text, the distribution agreement has demonstrated to be the easiest text to translate because the number of errors committed by students is the lowest as compared to the other two STs. The overall number of errors scored is 438 with an average of 21.9 errors per group.

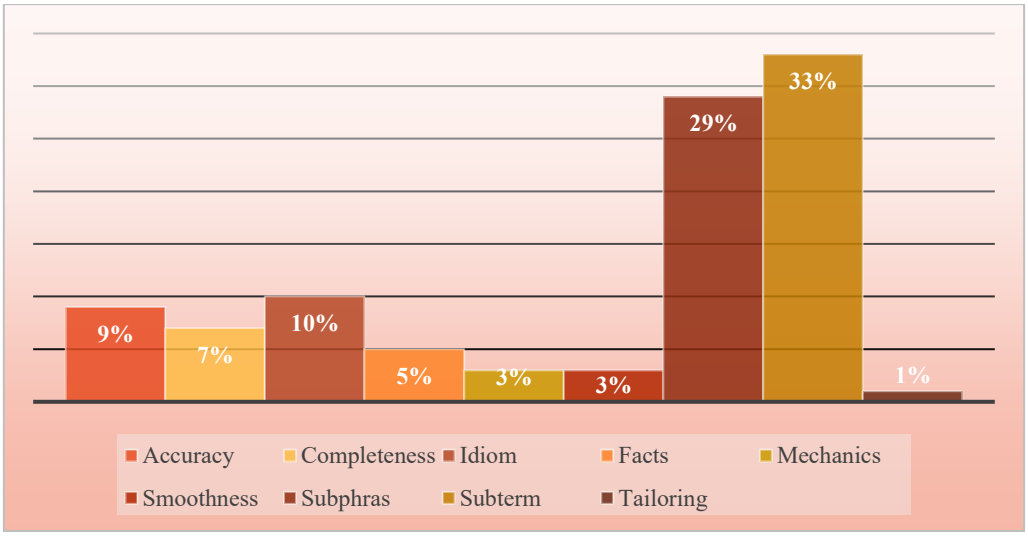


Chart 4.5. Percentage of errors in the Distribution Agreement

Chart 4.5 shows the percentage of errors encountered in the distribution agreement. Specialised terminology accounts for a significant proportion (33%) of errors. In this respect, Triebel (2009:166) warns about the risk of falling into the trap of near-equivalents: "the borders of the meaning are hardly ever the same". Translators should be on guard when it comes to common law terms that have a counterpart in civil law

terminology. This type of terms may engender confusion because they do not always have the same applicability and scope in the two legal systems. Phraseological errors (29%) occupy the second place in the chart. This finding is congruent with the fact that agreements abound in fixed phrases, especially in the recitals, terms and conditions parts. Translation students may not have been familiar with such legal formulas and therefore they did not always manage to find the right equivalent. Phraseological errors are followed by accuracy errors (9%), which mainly occur when the ST has not fully been understood or the word choice is inadequate. Chart 4.5 also indicates that students made factual errors (5%), which may be caused by translations that do not an effective correspondence in real life. As a matter of fact, this type of error is typically related to mistranslations of names of institutions, job positions or incorrect references. It can also be noted that no logic errors have been committed. It can be speculated that the structure of legal phrases, legal terms and expressions have been the major difficulties Italian students faced when translating the distribution agreement.

Unlike the distribution agreement and the affidavit, the judicial order has been the most challenging text to translate for Italian students, with the total number of errors made by students reaching its peak, which is 1,379, with an ME of 68.9 per group. Translating a judicial order is a demanding task which involves not only specific linguistic and legal competence but also the ability to find credible sources. To make matters worse, judicial orders are a mixture of prose, narrative, legal terminology and phraseology. Therefore, the stakes are higher, especially for non-expert translators. When reading a judicial order, the complexity of the text may provoke a feeling of alienation and hence this may jeopardize the outcome.

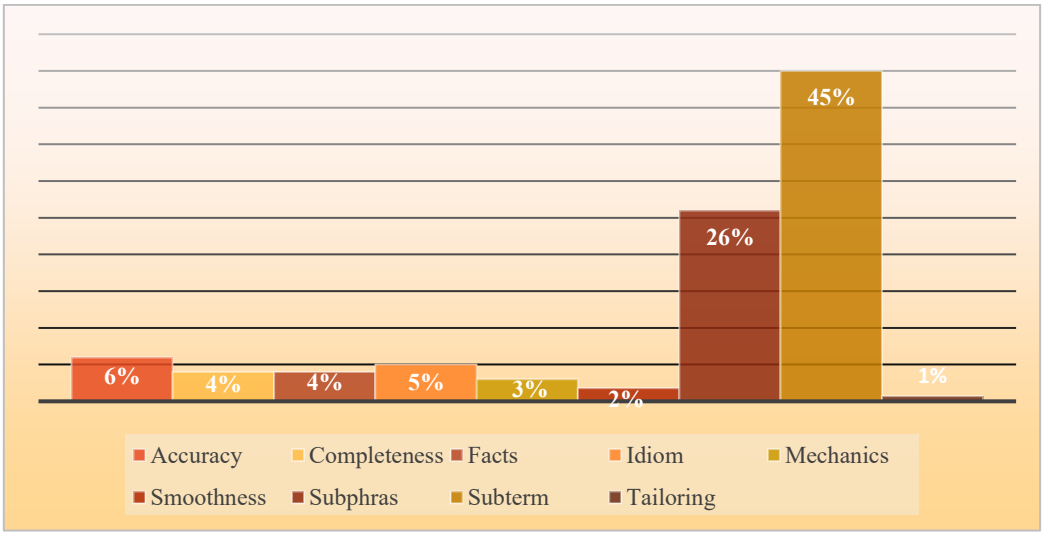


Chart 4.6. Percentage of errors in the Order

Chart 4.6 illustrates that terminological and phraseological errors still represent the major issues particularly because judicial orders are partly a reconstruction of facts and law. Therefore, vocabulary from everyday life and specific terminology come into contact. In addition, orders are culturally situated texts containing multiple references to law, rules, legal concepts and legal reasoning. Culture-bound items, redundant phraseology and highly-specific terminology are the key translation problems related to language. The intricacy of the judicial order may compromise a full understanding on the part of the translators. The consequence is the production of a text that does not convey the intended meaning. Indeed, the most frequent errors after terminological (45%) and phraseological (26%) are accuracy errors (6%). In general, accuracy errors may derive from an incorrect choice of the term among alternatives. Translators should bear in mind that context functions as a lighthouse for transferring the correct meaning. Therefore, general knowledge of the typical features of judicial orders is not sufficient to perform a successful translation. The path towards an accurate translation also comprises a good understanding of the source text and meticulous research. This may not be so obvious for students that are facing legal translation for the first time. Experience will contribute to the refinement of translation competences, strategies and abilities.

Turning now to the Australian setting, the affidavit has posed different problems in comparison to the other two texts. The overall number of errors scored is 674 with an average of 33.7 errors per group.

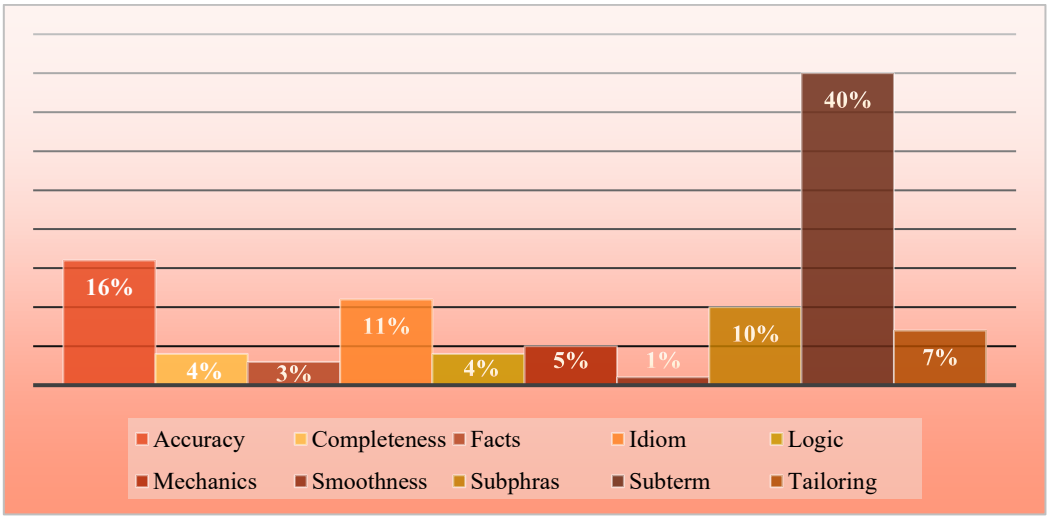


Chart 4.7. Percentage of errors in the Affidavit

A closer inspection of Chart 4.7 shows that once again students struggled for translating legal terminology. Terminological errors still cover the largest proportion and this result suggests what other scholars (Cao 2007, Pontrandolfo 2016) have already demonstrated: lexical units and technical terminology are the most demanding challenges. Contrary to expectation and to the previous texts, the data indicate that the percentage of accuracy errors (16%) is higher than the one of phraseological errors (10%). A possible explanation for this result lies in the nature and conventions of this text type. As established in the previous chapter, besides several typical legal phrases, the affidavit is a report of a series of events and facts, hence the language is the expression of one's style. Although legal terms remain the major challenge, general language accounts for a large part of the text. Nevertheless, it can be seen that legal phraseology is still a concern for translation students. In particular, the introductory part of the affidavit is thickened with legal formulas that students may not be familiar with. Another salient element is that idiomatic errors amount to 11%. It can be noted that they are slightly superior to phraseological errors and this is in line with what has just been pointed out. The narrative trait of the affidavit may lead to unnatural wordings or unidiomatic expressions in the target text. This does not imply that idiomatic errors cannot be spotted in the other two legal texts, as it has contrarily been proven, but this finding shows that idiomatic errors are more widespread in affidavits whose terminological and phraseological density is lower than in distribution agreements or orders.

Taken together, these results have evidenced that sub-language errors are the most frequent. The causes of this trend may lie in the scarce legal knowledge and experience of young students. What stands out is that three parameters, i.e., sub-terminology, sub-phraseology, and accuracy, are constant across the three legal genres. Differently, the remaining standards change according to the text genre and its stylistic features. Each legal genre has its conventions and properties and this can essentially be mirrored in the type of errors students committed. Collectively, these results provide important insights into the legal translation field. In particular, they are a treasure trove for teachers of legal translations since they can anticipate and predict what students tend to find difficult and probably fail in. In addition, teachers may prepare exercises or activities designed at developing specific translation competences necessary when students come across certain categories of errors.

A last outstanding approach to the analysis of the results may be the diachronic perspective.

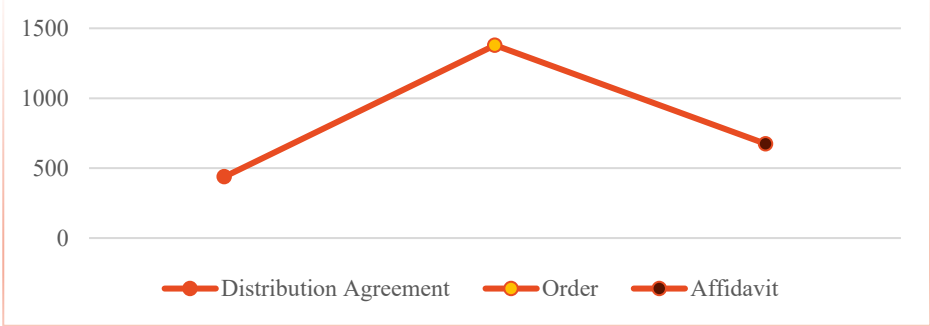


Chart 4.8. Overall number of errors per text type

With the progression of the trimester course, students were expected to improve their translation skills and hence make fewer errors. However, in quantitative terms, Chart 4.8 shows some fluctuation: the number of errors has considerably increased from the first ST to the second one. Differently, in the second part of the course, the number of errors dropped by half. These data may be interpreted as follows: the increment is likely to be a consequence of the growing level of specialisation of the ST. The reasons for this downtrend are not clear but they may be linked to both the relatively simpler stylistic features of the affidavit as compared to the other two STs and to the increasing proficiency achieved by the students throughout the lessons.

4.2 Qualitative analysis of errors

The quantitative analysis has been meaningful to have a general overview of the trends in the frequency of the production and the category of errors. The qualitative analysis may now reveal further clues about the potential causes of errors. In this section, selected examples will be analysed to demonstrate which errors the participants committed. The qualitative analysis, therefore, may be a useful pedagogical resource for both trainers and trainees.

In Table 4.2, the major terminological errors of the distribution agreement are shown from the most to the least frequent item. It must be pointed out that the frequency number provided includes repeated items. The total number of terminological errors amounts to 144. Triebel (2009:167) provides an array of examples of common law terms that are particularly challenging to translate even by civil law lawyers. He (2009:167) lists "force majeure", "time is of the essence" and "reasonable/best efforts/endeavours/good faith efforts". These lexical units are also found in the distribution agreement considered for the present study. In this dissertation, "time is of the essence" and "reasonable endeavours" fall under the phraseological parameter and not the terminological one. Nevertheless, both terminological and phraseological errors belong to sub-language. The most relevant terminological errors of the distribution agreement are now discussed.

Distribution Agreement			
Source text item	**Target text item**	**Revision**	**Frequency**
… but *time of delivery* shall not be of the essence.	Momento di arrivo Orario di consegna Periodo di consegna Tempo di consegna/spedizione	Termini di consegna	19
… the Manufacturer shall not so authorize any other *person*, firm or company …	Persona	Persona giuridica	19

… approved by the Manufacturer and accompanied by an *acknowledgement* …	Conferma Marchio Ricevuta Riconoscimento	Comunicazione, dichiarazione, attestazione	15
"Intellectual property" means any patent, copyright, *registered design* …	Brevetto registrato Modello registrato Registrazione del disegno	Disegno, modello	14
… ensuring the *accuracy* of the order.	Accuratezza	Esattezza, correttezza	11
Interpretation	Interpretazione Precisazioni	Definizioni	11

Table 4.2. Qualitative analysis of terminological errors in the Distribution Agreement

A great number of terminological examples ("acknowledgment", "accuracy", "interpretation", and "person") belong to the "semi-technical vocabulary", which implies that the terms convey different meanings according to their function in a specific context. Despite the possibility of consulting unlimited resources, students chose the incorrect alternative. This means that once they found a plausible equivalent, they deemed it the perfect translation without systematically googling or checking it more thoroughly. This shows that trainees have insufficient skills in ensuring that the information they retrieve is accurate and reliable. Differently, "time of delivery" and "registered design" are monosemic terms related to the typical contractual terminology, therefore they leave no room for interpretation. It is evident that students often calqued the original term by performing a word-for-word translation.

Table 4.3 illustrates the terminological errors detected in the second ST. As stated in the previous section, the number of terminological errors found in the order is the highest (617). Scarpa and Riley (1999:56) remark that non-experts struggle to understand the "magic language" of judicial sentences and orders. For students and non-professionals, orders and sentences are complicated texts due to several reasons, among others: the peculiar style, the different roles of the judge and his/her involvement and the conceptual incongruences between civil law and common law systems.

Order			
Source text item	**Target text item**	**Revision**	**Frequency**
Through her *guardian* Teresa Julian	Custode Custodia Tutore (legale) Tutrice	Curatore	99
Order	Decreto Ordine Sentenza	Provvedimento	84
…as to enable CAFCASS to make the CCI *Referra*l referred…	Rinvio	Segnalazione	43
…to withdraw his application for the child's *summary return* to Italy…	Rientro immediato Rimpatrio immediato Ritorno Ritorno immediato Ritorno sommario Ritorno urgente	Rientro urgente	34
…sitting as a *Deputy High Court Judge*…	Alto deputato della Corte Suprema Giudice a latere (dell'Alta Corte di giustizia) Giudice aggiunto Giudice aggiunto dell'Alta Corte Giudice dell'Alta Corte Giudice distrettuale aggiunto dell'High Court Giudice Sostituto dell'Alta Corte Giudice supplente Vice Giudice dell'Alta Corte	Giudice Delegato dell'Alta Corte	22

…subject to listing by the *Clerk of the Rules*…	Assistente legale Clerk of the Rules	Cancelliere	20
…to withdraw *all existing private law applications* in relation to the child…	Tutte le domande di diritto privato Tutte le richieste esistenti di diritto privato esistenti Tutti gli atti del giudizio in corso	Tutte le vertenze/istanze relativi alla minore pendenti davanti ai tribunali italiani	20
…*safeguarding checks* have been completed.	Accertamenti di tutela Adeguate indagini per garantire la sua tutela Controlli di sicurezza/ Controlli per la salvaguardia tutela/protezione/custodia Verifiche sulla tutela	Verifiche preliminari	20
…the *inherent jurisdiction* of the High Court.	Competenza intrinseca Corrispondente giurisdizione Giurisdizione inerente Giurisdizione intrinseca Relativa giurisdizione	Competenza	20
Any *port alert*, location order or any other injunctive order taken by way of protective measures…	Allarme di porto Allerta portuale Avviso di porto Ordine di allerta portuale Sistema d'allarme Sistema di allerta Situazione di mero pericolo	Segnalazione alle frontiere	18

Table 4.3. Qualitative analysis of terminological errors in the Order

As compared to the previous text, the order has posed several terminological challenges being the document rooted in a highly-specific and recent domain of law,

namely, child abduction. As a consequence, terms here tend to be technical and even a slight variation of the terminological unit may generate ambiguity. In addition, terms related to family may not be alien to students. However, students' inaccurate background knowledge may interfere with the output of the translation since they may think that the translation they know is actually the correct one. This is the case of "guardian" which has mainly been translated as *tutore (legale)* or *custode*. Although the figures of *tutore* and *curatore* perform a nearly similar function, they have different responsibilities, as explained in Brocardi[10]. In the present case, the best solution is *curatore* since the person appointed does not administer the property of the child. Clearly, students struggled for reproducing the legal profession job titles ("Deputy High Court Judge" and "Clerk of the Rules"). In this framework, the strategy of adaptation, i.e., replacing an SL cultural element with another element of the TL, may work but it is extremely risky. The non-direct correspondence between the two legal systems produces conceptual and terminological gaps which may lead to misleading translations. Fortunately, a suitable terminological equivalent has been encountered; this notwithstanding, translators should be prudent when they come across these culturally-bound terms. As far as "port alert" is concerned, fanciful translation solutions were proposed. For instance, some students suggested *allarme di porto, sistema di allerta, sistema di allarme*, which do not convey the intended meaning. Probably, students got confused and associated the word "port" with a naval and maritime context and "alert" with alarm. A further interesting example is "summary return". The majority of the groups reproduced it by using a calque. However, deeper research into the Hague child abduction convention document would have enlightened students. As a matter of fact, in the Italian translated document, it is possible to detect the appropriate rendition of the term, which is *rientro urgente*. A final remark that showed students' deficiency in legal concepts is the term "order", which has been often translated with similar forms for directions or mandates. The high technicality of this legal document has evidenced students' efforts and, sometimes, incapability of properly translating legal terminology.

Very little is currently known about which major concerns the affidavit raises and to date, there have been no detailed studies about this specific genre. In general, scholars

[10] https://www.brocardi.it/dizionario/4158.html

and experts maintain that the inconsistency between legal systems and legal concepts, highly-specialised terminology and phraseology are the thorniest issues for professional and non-professional translators. The total number of terminological errors is 268. Table 4.4 gathers the main problematic terms for Italian students.

Affidavit			
Source text item	**Target text item**	**Revision**	**Frequency**
Aboriginal family violence prevention and Legal Service Victoria	Prevenzione della Violenza Familiare Aborigena & Servizi Legali Prevenzione E Servizi Legali Contro La Violenza Nelle Famiglie Aborigene Servizio Giuridico di Prevenzione della Violenza Domestica Indigena Servizio Giuridico e di Prevenzione della Violenza Domestica Indigena Supporto legale e prevenzione della violenza domestica delle famiglie aborigene del Victoria	Prevenzione della violenza domestica nelle comunità aborigene e patrocinio gratuito	18
… which includes the advice and representation, *referral* to support services and the supervision…	Con riferimento a Indirizzamento Ricorso Riferito Rinvio	Segnalazione	18

…I was responsible for delivering their *Family Violence Intervention Order Court Support Scheme*…	Family Violence Intervention Order Court Support Scheme Ordini di intervento del regime di assistenza alla Corte per la violenza domestica Ordini restrittivi per violenza familiare della Court Support Scheme Piano di Sostegno del Tribunale per l'Intervento contro la Violenza Domestica Progetto di Sostegno per Interventi in casi di Violenza Domestica Provvedimento di Intervento per la Violenza Familiare Schema di Sostegno del Tribunale Regime di sostegno del tribunale per l'intervento contro la violenza domestica Sistema di Sostegno per Ordine della Corte per i Provvedimenti contro la Violenza Domestica	Progetto di assistenza giudiziaria/supporto giudiziario per ordine della Corte per gli ordini di protezione in caso di violenza domestica	17
… which includes the advice and representation, referral to *support services* and the supervision…	Rappresentazione Servizi di supporto	Servizi di assistenza	13
Applicant	Richiedente	Istante	12

	Ricorrente		
…after having been employed there as a *community legal education worker*…	Addetta alla consulenza legale della comunità Consulente giuridico comunitario Consulente giuridico comunitario Consulente legale Consulenza preliminare alla comunità Formatrice legale Lavoratore di educazione legale della comunità Lavoratore per lo sviluppo della comunità in ambito di formazione giuridica	Addetta alla formazione giuridica della comunità Formatrice in ambito giuridico della comunità	12
Apprehended domestic violence orders	Allontanamento domestico Mandati di arresto per violenza domestica Provvedimenti di intervento per violenza Ordini bloccati contro la violenza Ordinanze per violenza domestica	Ordini di protezione/misure restrittive a tutela delle vittime di violenza domestica Provvedimenti/misure cautelari a protezione delle vittime di violenza domestica	9

Table 4.4. Qualitative analysis of terminological errors in the Affidavit

A tricky term that is also present in the previous text is "referral". Looking it up in a reliable dictionary, such as Iate[11], one can notice the multitude of possible translations. An inexpert translator may have felt disorientated in front of such an array of entries and may have chosen one without corroborating its effective use. In fact, students wrongly translated "referral" with *rinvio* probably due to assonance reasons.

[11] https://iate.europa.eu/search/result/1668080431240/1

However, seeking in a reliable online Italian legal dictionary, such as Brocardi[12], the word *rinvio* is actually mentioned only if accompanied by the phrase *a giudizio*. In addition, *rinvio* does not confer the meaning intended in the ST. Students also faced difficulties in translating, once again, names of job positions, i.e., "community legal education worker". Differently from the order, this position is not only present in the Australian system but it has a counterpart in civil law systems, as well. However, students' lack of sufficient knowledge on the topic has yielded inaccurate and biased translations of the profession in question. In addition, the names of Australian services and orders have been particularly demanding to render due to their highly-specialisation in the family violence field, as well as in general law. In order to cope with such problems, trainees should have consulted Italian documents related to family violence assistance to detect the recurrent terminology, hence avoiding literal translation. For instance, "legal service" has repeatedly been translated as *servizi legali*, *servizio giuridico* or as *supporto legale*.

Albeit only a few examples have been reported, certain consistency can be drawn: in all three STs, purely legal terms have been a constant source of difficulty; however, in the order and in the affidavit, students found demanding the translation of names of institutions (e.g., "Aboriginal Family Violence"), of services (e.g., "Legal Service") and of official functions of individuals (e.g., "Clerk of the Rules"), as well as country-specific laws or governmental orders (e.g., "apprehended domestic violence orders"). Moreover, the most favoured strategy to translate culturally-bound terms was literal translation which, according to translation experts (Camelia 2014, Karjo 2015, Stepanova 2017), should be avoided since it produces an unnatural effect in the TT. Translation problems and errors may be solved by the employment of efficient translation strategies and techniques. The revision work has allowed acknowledging which translation strategies students have adopted to overcome problems of non-equivalence, which is one of the key issues in legal translation. In the absence of an exact equivalence, students regularly calqued or translated literally terms including "apprehended domestic orders" (*mandato di arresto per violenza domestica*), "community legal worker" (*lavoratore di educazione legale per la comunità*), or "deputy high court judge" (*alto deputato della corte suprema*). However, the best translation strategy to employ in such context is "functional

[12] https://www.brocardi.it/dizionario/r/?page=6

equivalence", which Šarčević (1997:236) defines as "a term designating a concept or institution of the target legal system having the same function as a particular concept of the source legal system".

Another strategy rarely utilised by Italian students is descriptive translation, which Harvey (2003:6) identifies as a self-explanatory translation by means of generic terms. This latter strategy is recommended by scholars and teachers, especially in the case of names of institutions, tribunals, certificates, acronyms and professions. However, from the data gathered, Italian students rarely provided an explanation of the term and this demonstrates that their scarce experience is reflected in the translation techniques and strategies they used. Text revision has additionally revealed that a great number of groups kept the original term without any explanations when it was too arduous to find an equivalent. This choice has led to inaccurate translations by severely affecting the TT comprehension even for law professionals. It has to be noted that, depending on the context, non-translated terms were classified as terminological, factual or logic errors. The following tables illustrate some instances of factual and logic errors related to wrong translations of names, institutions, and services among the three texts.

Factual errors			
Source text item	**Target text item**	**Revision**	**Frequency**
Distribution agreement			
…any information which is disclosed to the *Agent* by the Principal pursuant to or…	Agente Intermediario Rappresentante	Parte ricevente	19
…any information which is disclosed to the Agent by the *Principal* pursuant to or…	Committente Direttore Dirigente Preponente Rappresentato Responsabile	Parte rilevante Parte divulgante	19
Order			

…sitting as a Deputy High Court Judge at the *Royal Courts of Justice*…	Corte Reale di Giustizia Reale Corte di Giustizia inglese Palazzo di Giustizia	Royal Courts of Justice	18
High Court of Justice	Alta corte di Giustizia Corte Suprema Suprema Corte di Giustizia	High Court of Justice	13
Affidavit			
…at the *Mildura Magistrates Court*	Corte dei Magistrati Mildura Magistrates Court Pretura Tribunale Palazzo di Giustizia	Magistrates Court di Mildura	15

Table 4.5. Qualitative analysis of factual errors in the three texts

Logic errors			
Source text item	**Target text item**	**Revision**	**Frequency**
Order			
… to make a referral to the Child Contact Intervention *(CCI)* programme…	CCI	CCI (Programma di intervento per un contatto con il minore)	33
AND UPON *CAFCASS* proposing to make…	CAFCASS	CAFCASS (Servizio sociale di sostegno a tutela della famiglia e dei minori)	21
Affidavit			
Aboriginal Family Violence Prevention	Aboriginal Family Violence Prevention	Prevenzione della violenza domestica nelle comunità	9

& Legal Service Victoria	& Legal Service Victoria	aborigene e patrocinio gratuito	
I commenced employment as a lawyer at the *Murray Mallee Community Legal Service*…	Murray Mallee Community Legal Service	Ufficio legale della Comunità di Murray Malle	9

Table 4.6. Qualitative analysis of logic errors in the Order and Affidavit

As above anticipated, a handful of groups went for a non-translation. As Camelia (2014:491) suggests, retaining the original term is not a wrong choice but it should be accompanied by a further explanation. For example, leaving "CCI", "CAFCASS" or "Murray Mallee Community Legal Service" untranslated is an error since an Italian ordinary reader would not have understood the terms: these services are exclusively characteristic of Great Britain and Australia, respectively. Conversely, as for the name of tribunals or institutions, the appropriate strategy here is to translate when feasible. Otherwise, the original designation should be preserved and, if necessary, an explanatory comment about the function or role performed should be added.

Altogether, this result testifies of the difficulty in transposing legal contents from one legal system to another one. Terminology retrieval and its translation have always been commonplace for students. An approach to becoming familiar with legal terms is by systemizing lexical items and compiling contrastive vocabularies according to semantic fields, as Alcaraz and Hughes (2002:170) wisely advise.

Table 4.7 shows the phraseological units present in the distribution agreement which together with legal terms resulted in translation errors.

Distribution agreement			
Source text item	**Target text item**	**Revision**	**Frequency**
…including *without limitation*, any strike …	Non includendo Senza alcuna limitazione Senza eccezione alcuna Senza limitazioni	Inclusi a mero titolo esemplificativo	17

…but time of delivery shall not be *of the essence*.	Non dovrà essere un vincolo Non siano contemplati Non è/sarà rilevante	Tassativo	6
… the Agent by the Principal *pursuant to* or in connection with …	A seguito di In conseguenza In forza di	Ai sensi di	6

Table 4.7. Qualitative analysis of phraseological errors in the Distribution Agreement

The above examples set out that students experienced difficulties in the translation of complex propositions. Most of the errors may stem from students' inexperience with the drafting conventions that invoke redundant and sophisticated sentences. In addition, sentences tend to be particularly long and linked to each other through connectors. All these aspects certainly intensify the intricacy of the translation. The phrase "without limitation" has particularly been troublesome since students mainly interpreted it for its ordinary meaning without realizing that it pertains to legal phraseology. Therefore, a few resulting outputs (*senza limitazioni*/*senza alcuna limitazione*) were to some extent bizarre. The expression "time is of the essence" is curious since in Italian the meaning is uncertain. It is basically used "to emphasize that the parties must complete their obligations on time"[13] hence creating a specified timeframe for the party to complete its contractual obligations. However, the translations reported do not capture the intrinsic nuance of such statement and a stronger term, such as *tassativo*, would have conveyed its seriousness.

Order			
Source text item	**Target text item**	**Revision**	**Frequency**
Upon	Accertata Ai sensi Avendo chiesto Con la presenza	Visto, considerato	29

[13] https://www.law.cornell.edu/wex/time_is_of_the_essence

	Data udienza Dopo E con E rilevato che Presenti		
…*Sitting in* the Family Court…	Facente parte della Presiede nel Presieduto presso Siede al	Siede il, presiede il	28
Permission is given to the father…	È permesso Permesso Viene concesso il permesso	Si ammette	20
It is declared	Dichiara che È dichiaro che È stato dichiarato che Si dichiara che Viene dichiarato che	Si rende noto che	19
Through her guardian…	Attraverso Con l'assistenza Mediante Tramite	Nella persona In nome e per conto di	18
…as suitable to be heard by a Deputy High Court Judge *subject to listing* by…	È soggetta a quotazione Previa indicazione/dichiarazione Secondo l'elenco Soggetto a iscrizione Soggetto a quotazione Subordinato alla registrazione	Iscritta al ruolo	17
…for the summary return of the child to the *jurisdiction of Italy*…	Nella giurisdizione italiana Alla giurisdizione italiana	In Italia	17

	Nella giurisdizione immediata Nella giurisdizione dell'Italia Presso la giurisdizione italiana		
…the mother and the guardian being present *in court*.	Alla corte In tribunale Nel tribunale	In aula	13

Table 4.8. Qualitative analysis of phraseological errors in the Order

With respect to the order, trainees faced difficulties that could have been tackled by comparing parallel texts. Examining an Italian and an English order from a macrotextual point of view would have simplified the translation: at first glance, phrases, such as "upon", "through", "sitting in" and "it is declared" could have easily been tracked in their Italian correlative. The abstrusity of the style of this document is also embodied in the adoption of fixed expressions more difficult to find. This is the case of "subject to listing" whose primary meaning may be misleading for a non-expert. As the data show, students carried out a world-for-world translation resulting in a nonsensical phrase in Italian. The target text item *subordinato alla registrazione* is not entirely wrong as EUR-lex parallel corpus provides for ten occurrences of this proposition; however, it is not the best choice. An example of a calque is evident in the phraseological unit "in court". Owing to interference, students failed at using the correspondent technicism.

Affidavit			
Source text item	**Target text item**	**Revision**	**Frequency**
Family law (*where it relates to* family violence)	Dove si collega Laddove si riferisce/si tratti/sia pertinente Quando Quando concerne Quando riguarda Quando si collega	In relazione a	14

…I was responsible for *delivering* their Family Violence Intervention Order Court Support Scheme…	Consegna Conseguire Formulazione Inviare Offrivo Pronunciare Trasmissione	Attuazione	13
I, Rebecca Anna Boreham, lawyer of, *make affirmation and say*	Affermo che Affermo che Affermo e sottoscrivo Dichiaro e affermo/sostengo Dichiaro solennemente e dico Dichiaro solennemente quanto segue	Dichiara Dichiara quanto segue	10

Table 4.9. Qualitative analysis of phraseological errors in the Affidavit

As the quantitative analysis has highlighted, students committed fewer phraseological errors in the affidavit because of its narrative style. Coherently, not all propositions detected are typical of judicial language. This is the case of "where it relates". On the contrary, "make affirmation and say" is the emblematic phrase used in affidavits and declaratory documents, which students mostly translated it literally. A possible explanation behind this may lie in the fact that students have possibly already heard or read this phrase and consequently emulated it. However, the correct rendition is *dichiara che*, which is in compliance with the function of the text.

These examples clearly suggest that trainees encountered problems when translating legal phraseology probably due to their limited familiarity with these units. A number of studies, among which Huertas Barros and Buendía Castro (2017), offer several didactic activities effective to deal with phraseological units. Huertas Barros and Buendía Castro (2017) acknowledge that trainers should boost "phraseological competence" which encompasses not only the ability to recognize formulaic sequences and collocations of the legal field but also to evaluate them from a sociolinguistic perspective.

Furthermore, the researchers propose an integrated methodology which involves "combining task-based approaches with approaches based on critical discourse analysis, problem-solving and decision-making" (Huertas Barros and Buendia Castro, 2017:1). In addition, the use of monolingual and bilingual dictionaries is helpful to decode legal concepts and to identify collocations. Thanks to the advent of the Internet, new online resources have been developed: parallel and multilingual corpora and online databases favour students' familiarity with the most salient collocations, multi-word units, fixed formulas and conventional phrases. Their study pinpointed interesting correlations between transfer error resolution and the use of parallel texts and between language error resolution and the adoption of monolingual and bilingual dictionaries, online databases and legal corpora. Translation trainees still show limited skills in terminology and phraseology management; however, tailored activities may compensate for this deficiency and help students perfect their abilities.

Attention should be deserved to a number of tailoring errors that arose in the order and in the affidavit. The following table summarizes the items under consideration.

Source text item	**Target text item**	**Revision**	**Frequency**
Order			
…*Mr.* Edward Bennett, leading and junior counsel for the respondent, *Mr.* Damian Garrido QC and Dr. Rob George, and the solicitor advocate for the child, *Mr.* Jeremy Ford…	Sig. Signor Dr. Mr.	Avvocato	66
Ms. Teresa Julian is appointed…	Dott.ssa Dr.ssa La signora Sig.ra	Curatore /	19

Before *His Honour* Judge David TURNER QC	Suo Onore Vostro Onore	Il giudice Sua eccellenza il giudice	8
Affidavit			
I, Rebecca Anna Boreham, lawyer of	I Io	La sottoscritta	18

Table 4.10. Qualitative analysis of tailoring errors in the Order and Affidavit

It can be deduced that these peculiar errors may eventually stem from a common root cause: the spread of American/English legal TV series, films and/or documentaries. Students may have come into contact with the most representative formulaic expressions of orders and affidavits. Nowadays, it is not uncommon to come across scenes in which the parties address the judge as *suo Onore* or they swear to tell the truth in front of the court. This means that script translators did not adapt the conventions of the genre to the target language. Therefore, students may have resented the interference of such expressions and reproduced them when performing the translation. Likewise, Italian lawyers do not refer to each other by their family title (e.g., *signor*, *signora*) but by their professional one.

A notable element that emerged during the revision work is a general confusion about the proper use of auxiliaries. At a morphosyntactic level, students experienced difficulties in the reproduction of modality, which is the meaning of the modals. As several studies have confirmed (D'Acquisto and D'Avanzo 2009, O'Shea 2015, Seracini 2020), modality strongly characterizes legal texts. Modals can be classified according to the meaning they convey and the three main families of modality are epistemic, deontic and dynamic. Epistemic modality is linked to possibility, necessity and predictions; differently, deontic modality expresses obligation and permission. Dynamic modality is related to ability and volition (Huddleston and Pullum, 2002:55). Epistemic and deontic modalities are particularly troublesome because the same expression may convey both meanings depending on the context. These two categories are mostly found in legal texts. Seracini (2020:64) has also demonstrated that *shall* is the most researched modal in legal documents. As the three STs of this dissertation are concerned, the distribution agreement has the greatest frequency of the auxiliary *shall* (56 occurrences), while the affidavit has shown no occurrences. In the order, *shall* is employed three times. This scenario is quite

predictable. Since s*hall* commonly expresses future, volition and obligation functions, it makes sense to use it for performative and normative documents rather than for declarations. When it comes to the meanings of legal *shall*, Triebel (2009:154) states that *shall* is mainly used to perform present imperative rather than future. However, its intrinsic nature of futurity creates ambiguity, which might result in a wrong translation of the modal. Therefore, the reasons behind possible mistranslations of *shall* may not primarily stem from an incorrect understanding of the ST. In line with what has been established, Garzone (2013:73) has also investigated the meanings associated with *shall* and identified a deontic and performative connotation. *Shall* can have a performative meaning only if the subject is inanimate; while, the explicitness of the agent is an indication of deontic modality. With specific reference to the Italian translation of auxiliary *shall*, D'Acquisto and D'Avanzo (2009:40) posited that *shall* can be translated by two options: *indicativo costitutivo* and *indicative prescrittivo*. The former is used to express constitutive rules, which have an immediate legal effect; while, the latter is adopted when performing prescriptive rules that do not have an immediate legal effect. The use of the present indicative is in harmony with Italian institutional guidelines (*Guida alla redazione dei testi normativi*[14]), which specifically require the present indicative to express the performative and prescriptive meaning of *shall*, as the following extract explains:

> Il modo verbale proprio della norma giuridica è l'indicativo presente, modo idoneo ad esprimere il comando. Il modo congiuntivo ed il tempo futuro non raggiungono lo stesso effetto, in quanto esprimono l'ipoteticità o la non immediatezza del precetto. In ogni caso, il ricorso a tempi o modi diversi dall'indicativo presente accentua la disomogeneità del testo ed è, perciò, evitato.[15]

Recently, Seracini (2020:77) has carried out a corpus-based investigation on the meaning and the expression of modality in EU legal discourse. The researcher has remarkably demonstrated that prescriptive *shall* is rendered with the Italian present

[14] https://www.gazzettaufficiale.it/eli/gu/2001/05/03/101/so/105/sg/pdf

[15] "The proper verb mode to express obligation is the present indicative. The subjunctive mode and the future tense do not achieve the same effect, as they express the hypothetical or non-immediate nature of the precept. In any case, the use of tenses or modes other than the present indicative yields an inhomogeneous text and is, therefore, avoided" (my translation).

indicative in compliance with the above guidelines. Outstandingly, throughout the corpus, she came across alternative translations of the prescriptive *shall* which was realized through the modal verb *dovere* or through the Italian future tense. One last usage of *shall* is in secondary clauses which is usually rendered with the subjunctive mode in agreement with Italian grammar rules. In accordance with the data obtained by Seracini (2020), the present revision work identified all the above options as translations of *shall* as the following table illustrates. In order to have contextualised examples, the translation of the lexical verb has been added but not revised.

Distribution agreement	
Source text item	**Targe text item**
The Manufacturer *shall use* its best endeavours…	Fa del suo meglio Farà del suo meglio/ogni sforzo
The Distributor *shall*, in respect of each order for the Products to be supplied hereunder, *be responsible for*…	Deve utilizzare Dovrà agire È responsabile di Sarà responsabile di Si impegna
The Manufacturer *shall not so authorize*…	Autorizza Autorizzerà
The Distributor *shall ensure* that each reference…	Assicurerà Deve assicurare Dovrà assicurare Non conferirà tale autorizzazione

Table 4.11. Translation of "shall" in the Distribution Agreement

Paradoxically, Seracini (2020:79) has also brought to the fore the decreasing frequency of *shall* in British legislation in favour of the growing role of *must*. Seracini's qualitative research has been crucial to observe the tendency in translating modals in the legal field.

Continuing with the qualitative analysis of errors, accuracy errors are related to false pragmatic equivalence and to poorly-solved conceptual equivalences. In addition, the combination of narrative parts, which corresponds to the reconstruction of the events

in the order and in the affidavit, with the language of the law creates ambiguity and vagueness in lexical and syntactic terms.

Distribution agreement			
Source text item	**Target text item**	**Revision**	**Frequency**
…accompanied by an acknowledgement, *in a form* approved by …	In un formato In un modulo Secondo l'approvazione del Fabbricante	In una forma	6
…to use the Trade Mark *in the Territory on or in relation to the Products*…	Sul territorio il Marchio Registrato in relazione ai Prodotti Sul territorio per il Prodotto Nel territorio in relazione ai Prodotti	Nel/Sul Territorio o in relazione ai Prodotti	5
…comply with the labeling, marketing and other applicable *legal requirements*…	Norme giuridiche Obblighi normativi	Requisito giuridico	4
…acknowledgement, in a form approved by the Manufacturer, *that the same is* a trade mark…	Che è uguale Che confermi	Che lo stesso è/sia	4

Table 4.12. Qualitative analysis of accuracy errors in the Distribution Agreement

Order			
Source text item	**Target text item**	**Revision**	**Frequency**
…respondents are released from their undertakings	Allegati Annessi Annesso	Relativi	20

annexed to the Order…	Associati In seguito Sono liberati		
UPON *hearing counsel* for the applicant, Mr. Edward Bennett	Affermazioni dell'avvocato Affermazioni dell'avvocato della ricorrente Aver ascoltato l'avvocato L'udienza per il richiedente Opinione dell'avvocato Parere del legale dell'attore	E preso atto che l'avvocato della ricorrente	13
AND UPON *the father undertaking to the court* to withdraw…	Avendo preso il padre l'impegno Il padre si è recato a corte Il padre si impegni in tribunale Il padre si sia giuridicamente impegnato a L'impegno del padre nei confronti del tribunale Si è impegnato con la corte	E considerato che il padre si impegna a ritirare	7
The matter *is listed* for a directions hearing…	È in attesa È in lista È prevista Sarà messa in lista	È iscritta al ruolo	4

…sitting in the *Family court*	Divisione Famiglia	Tribunale della famiglia Tribunale specializzato nelle controversie di carattere familiare	3
Family division	Tribunale dei minori Ufficio del diritto di famiglia	Dipartimento/sezione /divisione della famiglia	2

Table 4.13.Qualitative analysis of accuracy errors in the Order

Affidavit			
Source text item	**Target text item**	**Revision**	**Frequency**
…to intervene with support and advice *at an earlier stage* before…	Ad uno stadio iniziale In fase iniziale Nella fase iniziale Nello stadio precedente al	Sin dalle prime fasi	13
…I am responsible for the Mildura and *district casework practice* of FVPLS…	Casi Circoscrizione giudiziaria Distretto della pratica Distretto di Mildura Pratica collaborative Pratica del caso Ufficio di assistenza sociale	Pratica di assistenza sociale	12
Victorian civil and administrative tribunal	Vittoriano	Dello stato del Victoria	11
With respect, the FVPLS, which caters primarily…	A tal proposito Relativamente Riguardo a quanto detto	Pur nel rispetto delle sfere di competenza	5

…victims/survivors of family violence and sexual assault in Victoria and to non-ATSI *parents* or carers…	Parenti	Genitori	2

Table 4.14. Qualitative analysis of accuracy errors in the Affidavit

Visibly, students' translations of "in the Territory on or in relation to the Products", "that the same is", "Family court" and "Family division" are indicative of an inattentive reading of the ST that has led to inaccurate translations, thus significantly altering the original meaning. Differently, the renderings of "with respect", "annexed to", and "legal requirements" clearly need some improvement or editing but they are still intelligible and comprehensible. This result may be explained by the fact that students may possibly have understood the ST but did not succeed in expressing the message. What is striking is that students critically distorted the meaning of "hearing counsel", "the father undertaking to the court", "is listed" and "district casework practice". Consistent with what has been outlined above, the complexity of finding pragmatic and conceptual equivalence has prevented students from yielding an accurate translation. Lastly, it is compelling to give some space to the unit "parents". Although it was translated only twice as *parenti*, this result reveals clues about how carelessness and language interference are likely causes of production of errors.

It may be the case that these three categories of errors, i.e., terminological, phraseological and accuracy, have common origins: a) little or no grounding in the field of law on the part of students, b) lack of vital experience, c) the peculiar nature of legal language and its translation, d) calques and interference due to failure to use the proper degree of technicality, e) limited abilities in information mining (lexical units and collocations) and f) issues in understanding legal concepts leading to wrong choices of equivalents.

4.3 Assessing error severity

The analysis now turns to the assessment of the quality of the translations produced by the participants of the experiment. From the analysis carried out in the

previous section, it could be hypothesised that the order may be the least acceptable text in terms of quality, while the distribution agreement and the affidavit have been better translated. Chart 4.9 presents the summary statistics of error severity per source text.

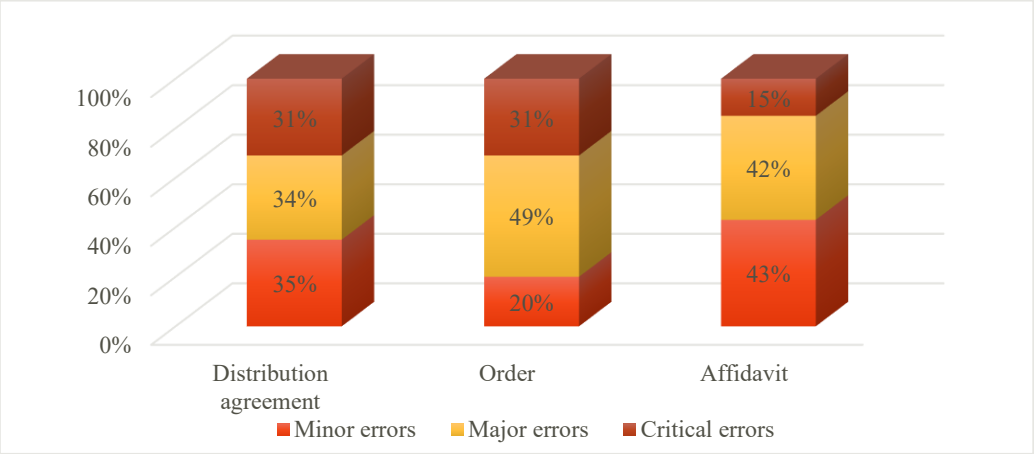


Chart 4.9. Distribution of errors per severity level

The hypothesis is partly substantiated when observing the chromatic scale in Chart 4.9. Major errors in the order outnumbered the other two texts. This highlights that students did not succeed in transferring transparently the meaning. However, quite unexpectedly, the number of critical errors in the order is the same as in the distribution agreement. This finding can be justified by the fact that the distribution agreement was the first legal text students faced. Despite its apparent structural similarity with Italian distribution agreements, students committed critical errors mainly due to their lack of familiarity with legal translation, which is then reflected in poor lexical and syntactic choices, as well as in inaccurate renderings. In addition, given that the number of words in the distribution agreement is lower than those in the order, the proportion of critical errors is higher in the former text. The affidavit, instead, has reached the lowest rate of critical errors and the highest percentage of minor errors; this implies that its quality rate is better as compared to the other two texts. Furthermore, this seems to suggest that students gradually developed translation competences, improved their skills and, consequently, learned how to retrieve information and produce acceptable translations.

At first glance, an important point is that errors in the distribution agreement are evenly distributed since the percentage of the three rates slightly fluctuates. Conversely, the distribution of errors in the order is irregular, with major errors being in the majority and minor errors in the minority. This finding underlines the complexity of the order as

students had to tackle specialised phraseology and terminology, as well as multiple styles. When it comes to the affidavit, the situation is peculiar: minor and major errors are uniformly distributed with steady variation, while critical errors are reduced almost by a third. This means that the target text is riddled with errors that do not undermine its comprehension but the global reading experience is limited.

Further qualitative evidence can be obtained by observing the breakdown of errors per error category. Table 4.15 summarizes the percentage of severe, major and minor errors per parameter and per text type.

	Distribution Agreement			**Order**			**Affidavit**		
	Minor	*Major*	*Critical*	*Minor*	*Major*	*Critical*	*Minor*	*Major*	*Critical*
Accuracy	30%	43%	27%	29%	42%	29%	35%	53%	12%
Completeness	16%	71%	13%	35%	29%	36%	4%	71%	25%
Facts	0%	0%	100%	4%	80%	16%	39%	46%	14%
Idiom	100%	0%	0%	49%	33%	17%	63%	37%	0%
Logic	0%	0%	0%	3%	0%	97%	0%	0%	100%
Mechanics	100%	0%	0%	51%	37%	12%	93%	7%	0%
Smoothness	100%	0%	0%	20%	76%	4%	83%	17%	0%
Phraseological	41%	30%	29%	28%	55%	17%	70%	24%	4%
Terminological	25%	49%	26%	10%	52%	38%	26%	54%	20%
Tailoring	30%	70%	0%	30%	70%	0%	79%	21%	0%

Table 4.15. Severity per parameters and per text type

Together with the quantitative and qualitative analysis, this data offers considerable and paramount information about the quality of the translations delivered. Under the macro-category of transfer, students partly managed to overcome the semantic incongruences and lacunae between legal systems. This is evidenced by the fact that the third most frequent category of errors is accuracy and, across the three texts, errors fall under the major level. Despite their minority in number, completeness errors have consistently affected the meaning in the distribution agreement and in the affidavit by showing a peak of major completeness errors. In the order, completeness errors show a certain stability among the three severity levels, thus implying that students failed at

reproducing source text elements. As regards content errors, even though logic errors do not appear in the distribution agreement texts, they had a substantial impact on the quality of the order and, particularly, of the affidavit. Although factual errors are irregularly distributed in the three texts, they show a certain harmony in the order and affidavit: major errors prevail over the other two severity levels. This implies that students have acquired some of the legal translation strategies but they still have trouble solving pragmatic terms and concepts. As for language and style errors, three main considerations can be drawn. First, albeit tailoring, smoothness and mechanics errors are the minority, their severity falls within major errors. These data insinuate that the TT text comprehension was considerably put at risk. Tailoring errors reveal a curious trend: in the distribution agreement and in the order, most of the tailoring errors have been assigned a "major" grade; whilst, in the affidavit, they have been assessed as minor errors. The acquisition of legal translation competence has restrained students from committing critical and major tailoring errors hence enabling them to tackle the characteristic mixture of styles. In general, a number of conspicuous minor mechanical errors was identified and their nature was mainly connected to wrong spellings and failures in grammar. Second, idiomatic errors outnumbered the previous set of parameters. Idioms are translation-specific abilities that need to be mastered and are gained with experience. Overall, the severity for this parameter falls within minor errors. Thirdly, sub-language errors, which comprise sub-terminology and sub-phraseology, proved to be problematic throughout the three texts. With reference to sub-terminology, major errors are on average within the three texts; whereas, minor and critical errors tend to vary according to the text type. For instance, in the distribution agreement minor (25%) and critical (26%) errors minimally differ. Major errors are in a higher percentage (49%). With reference to the order, it comes as no surprise that major errors cover half of the total terminological errors; while critical errors (38%) considerably exceed minor errors (10%). This is further proof that the terminology adopted in the order has raised significant problems that students were not able to properly obviate. The affidavit presents a curious scenario: only 4% of terminological errors fall within the critical range hence confirming the progressive improvement of students' proficiency. Finally, phraseology, alongside terminology, has presented main concerns and, coherently, most phraseological errors have been assigned

the grade “major” implying that students did not manage to retrieve the exact phraseological equivalent.

In the final analysis, the TQ analysis undertaken is not overall satisfactory; still, it should be borne in mind that a certain level of proficiency was not demanded, therefore, from a wider perspective, signs of improvement can definitely be traced.

4.4 Concluding remarks

The two-fold analysis has shed light on remarkable tendencies and has enabled to stress the major areas of weakness of students when facing legal translation. First, target language expression and specialised language management have constituted the primary obstacles to accomplishing the translation task. Terminological and phraseological items have proved to be crucial errors in the present study. To cope with the syntactic structures and the legal lexis, parallel texts, online databases and tools act as efficient translation supports for students. With reference to legal terminology, Wiesmann (2000:210) reckons that the legal translator should always ascertain whether a conceptual equivalent of a term exists in the target language. Only after, the translator must verify whether the equivalent found is adequate in that specific context. In addition, Wiesmann (2000:211-212) lists the following problems and relative causes associated with legal terminology:

Problems related to:	Possible causes:
1. SL nomenclature	a. the legal term is misunderstood as an everyday term; b. it is an abbreviated form of a term c. the terms are synonyms
2. SL concept designation	a. partial legal knowledge of the translator b. poor available resources
3. SL concept meaning in the context	a. polysemy of the legal term b. the same term is used with a different meaning in other law fields c. it is an abbreviated form of a term

4. the conceptual TL equivalent retrieval	a. partial legal knowledge of the translator b. insufficient available tools c. no direct equivalent d. the TL term identified by the translator is a partial equivalent
5. the contextual TL equivalent retrieval	a. the partial equivalent cannot be employed due to communicative factors b. the context does not allow the use of the full equivalent

Table 4.16. Wiesmann's classification (2000) of terminological problems

A further area that needs to be potentiated is related to transfer errors. It is any wonder that equivalence errors pose challenges due to legal asymmetries. This is confirmed by the findings which showed that sub-language is followed by accuracy errors. In general, to tackle transfer errors, teachers should illustrate, in the introductory part of the course, the ST and TT legal systems' main features to simplify the translation process. This could also be carried out through the help of a legal expert, who might offer reliable methods to perform a systematic comparison between legal concepts. During the theoretical course the trainer provided the above teaching solutions, nevertheless, the translation quality assessment and error analysis have revealed that students probably needed more tailored training activities designed to promote their analytical and critical skills.

Although logic and facts do not play a vital function as compared to sub-language, the conceptual difficulty may lead to misinterpretations that seriously affect the pragmatic meaning, the transparency of the text and, more widely, the reading experience. The constant exposure to analogous legal text types helps students shape and foster translation competences. Therefore, an integrated methodology ensures that trainees acquire translation techniques and confidence to embark on legal translation for the first time. Besides translation competences, trainees should get used to the employment and application of translation strategies. From the qualitative analysis, it has emerged that, when ST legal terms did not have a straight correspondence in the TL, students tended to leave them untranslated, hence the text comprehension was undermined. A strategy that students should get acquainted with is the description technique, which signifies describing the meaning of the term.

The use of reliable online resources is a springboard for a quality translation. Online resources are a valid support for retrieving legal terminology and phraseology both contextualised (parallel corpora) and non-contextualised for decoding purposes (dictionaries). Notwithstanding, due to their inexperience in this sector, novice translators have the tendency to waste time in narrowing down reliable resources because the Internet might offer misleading results. Furthermore, a few mistranslations stemmed from lack of attention, clumsy or unfocused research.

Error analysis and translation quality assessment can certainly be effective tools for improving students' competences and skills. Before giving the translation task, teachers should create exercises aimed to develop linguistic and professional skills. The activities should also be planned to motivate learners and keep their interest alive. When students are crawling in the field of legal translation, they should be carefully guided during these delicate steps. After devoting introductory lessons to legal concepts, legal language and legal translations, teachers might start to give students translation tasks. However, students should never be left at the mercy of themselves and should never approach a legal text without any previous research on the matter and on the text type. Scholars, such as Barabino (2020) and Wiesmann (2000), have advanced several models to help trainees deal specifically with legal texts at an early stage. Wiesmann's diagram (2000) aims at supporting students during the translation process and it is closely concerned with the terminological problems above stated. The original diagram is available in Appendix 4.

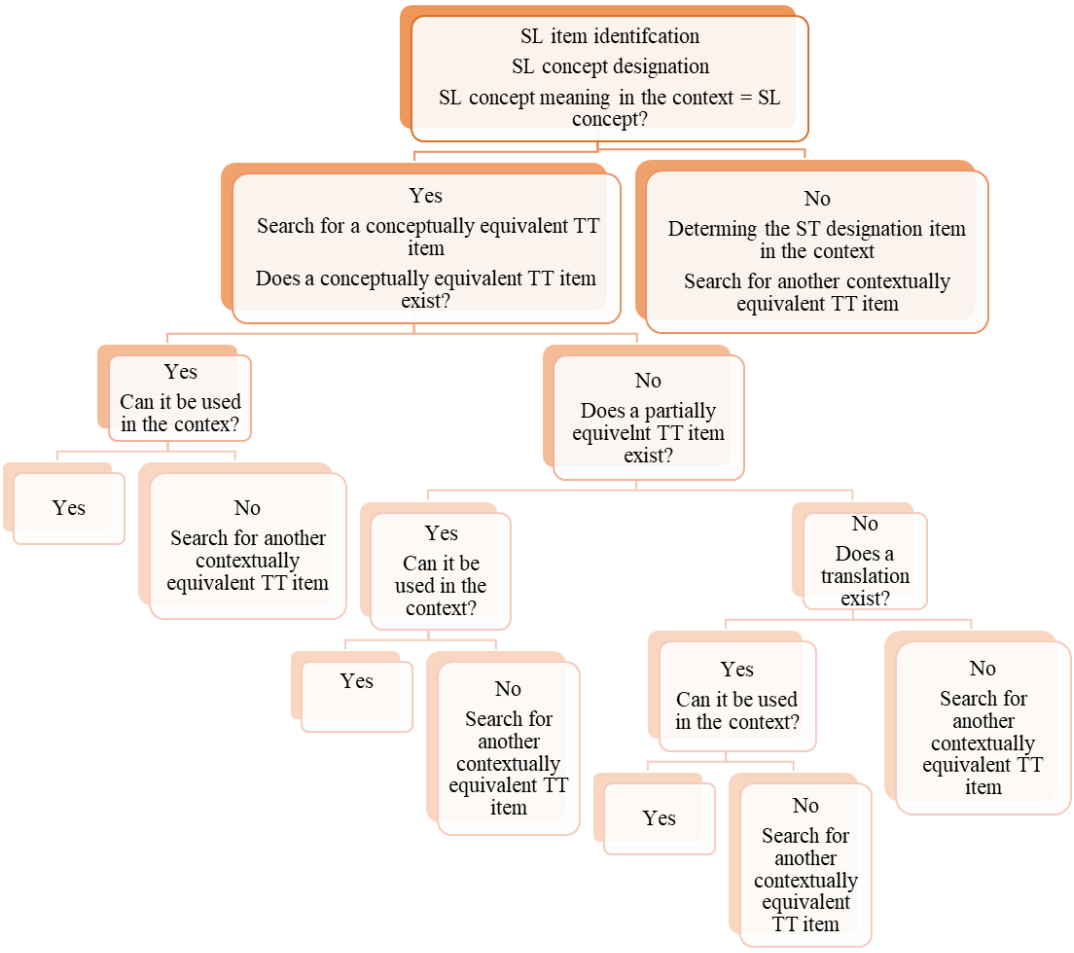


Figure 4.4. Wiesmann's flowchart (2000) (my translation)

One of the latest ground-breaking models for legal translation is the one proposed by Barabino (2020). The advantage of her model is that it cannot be applied to every text because it is intended to be used merely for legal texts and in a didactic context. Moreover, it puts emphasis on the communicative situation and it does not require too much effort to fill the table. The model is quite intuitive to use. The first part is devoted to the characteristics of the ST, i.e., its communicative situation, which in turn encompasses information about the producer, receiver and function of the ST. The following section of the table is probably the most noteworthy since it focuses on the main translation competences linked to legal translation. These are the communicative and textual, intercultural and subject fields and it is not a coincidence that they correspond to the major areas of difficulties detected in the present study. The attention then shifts to the translation briefs, which do not simply include the instructions given by the professor but

also who the receiver is and who the potential readers are. These pieces of information are essential to fulfil the functional and communicative goals of the translation. Another aspect to take into account is that students should be aware of what strategies they adopt depending on whether the ST and TT have analogous or different legal systems. Translation strategies might also be related to the function of the translation process or the function of the target text (documentary vs instrumental translation). A concluding space is addressed to fill with notable aspects about the text. Barabino's classification is not constrained to a few parameters and is not valid for all texts. The fact that it takes into account functional, pragmatic, cultural, communicative, textual and linguistic aspects is essential to assist students in all the translation phases.

Name of document (ST):

Communicative situation (ST)
Producer:
Receiver:
Function:

Cultural aspects	**Textual aspects**	**Linguistic aspects**
Legal family Legal system Branch of law Public/private law Substantive/procedural law	Text category: Normative texts Judicial documents Administrative texts and documents Public documents (issued or authorised by a certifying officer) Private documents Informative texts Text genre (ex. statute, contract, will, etc.)	Level of specialisation: – Discourse: legalese or plain language – Terminology (frequency of): – Specialised terms – Semi-specialised terms – General terms Legal language: – Normative – Judicial – Administrative – Notarial – Used in private documents

Translation brief:
Receiver (TT):
Reader (TT):
Function (TT):
Translation strategies:
Intra-systemic or inter-systemic translation:
Documentary vs. instrumental translation (Nord 2018):
Other relevant information

Figure 4.5. Barabino's (2020) model for analysis in legal translation

In conclusion, the results of the present study can be of great use to translators who may find valuable tips on the possible pitfalls of legal translation. The analysis of errors has revealed practical and effective pedagogical implications. Teachers may be able to recognize potential errors of students, as well as their strengths and weaknesses.

Furthermore, teachers may benefit from the study by preparing activities that emphasize the main error types that pose particular problems. It is important not to overlook other parameters in the interest of mastering the weaker areas. Together with tailored activities, students should be taught how to handle legal texts before attempting their translation. Legal translation training encompasses more than acquiring a set of dispositions or concepts and applying translation norms and strategies. Legal translators need to learn and refine their skills and build self-confidence.

Conclusions

Recently, there has been a revival of interest in legal translation especially owing to the increased migration, globalization, as well as economic and political expansions. The purpose of the present research was to examine the major challenges Italian master's degree students face when translating legal texts. In particular, legal translators are tackling real problems when dealing with the law. The translation of legal documents implies the transposition of legal texts from a source culture to a target culture. The translator must understand both the legal culture of the source and the target country since the law is a result of historical, political and cultural development. The difficulties in understanding complex legal theoretical contexts are further exacerbated by the differences between legal systems. Translators may come across terms that do not have full equivalents in the target language since language is inherently related to culture. Therefore, solid linguistic knowledge of both language systems lends insight into the strategies needed to overcome linguistic challenges; nonetheless, it is not sufficient to bridge the cultural gap. The first Chapter aims at depicting civil law and common law typical features, as well as a detailed account of English and Italian legal systems. Because law pervades every area of life, the number of legal text typologies and genres is constantly rising. Legal translators also need deep knowledge of the legal text they are going to translate in order to properly convey its function and meaning. Expertise in legal concepts, legal language and legal style makes the accomplishment of the translation possible even when the contents are obscure and complex. The translator's work includes the correct transposition of the information together with the nuances of each legal language. Even though some characteristics of legal language are shared between English and Italian; others are strictly rooted in the two languages.

Spotting and assessing translation errors are effective didactic techniques; nevertheless, they are not effortless tasks. This is partly due to the fact that quality assessment is never completely objective and a certain degree of subjectivity comes into play. The severity scale adopted for the present study intends to evaluate translation errors in their context and based on their effect in the TT as neutrally as possible. One of the most obvious and utmost findings that emerged is that terminological and phraseological errors are the most frequent throughout the three texts. In particular, highly-specialised

legal terms have been notably demanding to translate, hence demonstrating that insufficient or scarce knowledge of the subject results in poor-quality translations. A possible rationale for such a trend is that translation students have limited skills in terminology retrieval and online resource management. Legal phrases and formulaic constructions lie at the core of legal documents and students encountered difficulties in reproducing them. Although legal language is standardized and redundant, translators need to stay on guard against polysemous words, synonyms, and syntactical structures. The second major finding is that the legal genre outstandingly affects the typology of errors committed. The quantitative analysis has revealed that sub-language errors are predominant across the three texts; however, slight fluctuations occur with respect to the other parameters. For instance, in the affidavit, accuracy errors have outnumbered phraseological ones. A probable reason is that novice translators may not notice hidden discrepancies that may lead to misinterpretations or ambiguities. In addition, accuracy errors may stem from wrong source text decoding. The quantitative analysis has also brought to light that students committed the majority of errors when translating the judicial order. The qualitative analysis has furtherly enabled the disclosure of the gravity of errors per text and provided significant implications. Albeit the order has reached the highest peak of errors, errors in this document are primarily condensed into the major rank, which indicates that the meaning was conspicuously altered. There is a rather unexpected outcome: the number of critical errors in the distribution agreement is equal to those in the order. The inexperience of students in legal translation cannot be ruled out when interpreting this finding. The present study, therefore, raises the possibility that insufficient proficiency in the English/Italian legal language, limited legal expertise and competences profoundly determine the output of the translation. From both a quantitative and qualitative perspective, additional considerations can be drawn. Legal competence can be tracked: a certain degree of improvement has been detected thus entailing that students have gradually gained legal expertise and technical skills to overcome problems. Hence, although students still faced difficulties when translating the third text, the severity of error has decreased and errors mostly fall under the minor range. At first glance, the findings may be disappointing but they are to some extent encouraging: within a three-month time period, students managed to develop legal translation competences and succeeded in resolving some of the difficulties they faced. Translation competences

and legal expertise cannot be acquired overnight; however, the adoption of appropriate didactic measures certainly fosters and boosts students' proficiency. For instance, the implementation of integrated activities to develop translation competences is one of the keys to improving the performance of the learners. Another initiative to potentiate students' awareness of translation errors is the practice of peer review, which stimulates students by identifying others' weak and strong points. In addition, this activity focuses on the identification of possible error causes. Leveraging on potential error causes may result in lower rates of errors in future translations since students know where legal pitfalls typically lurk. The causes of translation errors have partly been investigated and it has been observed that they stem from different origins since many factors interweave. For instance, the human factor is salient even though often neglected. Any intellectual activity entails physical and mental exhaustion and this is embodied in mechanical or completeness errors. In the case of the texts of this study, errors deriving from lack of concentration or distraction have materialized in orthography and spelling mistakes, omission of words or sentences, as well as in faulty renderings. Additional factors that tend to be overlooked are insecurity, anxiety and low self-confidence. In general, the main cause of translation errors can be traced to the paucity of legal knowledge. The differences between legal systems decrease the chances of finding an equivalent legal term. This is consistent with the results obtained: students struggled for translating legal terminology and phraseology. Another source of translation errors lies in the defective understanding of the ST which corresponds to incorrect or inaccurate renderings of sentences or words. In harmony with the outcome of the analysis, the production of accuracy errors has been overriding across the three texts, reaching its peak in the affidavit. Closely associated with inaccurate translations is the interference of background and SL knowledge, which is partially responsible for the engendering of idiomatic and logic errors. The contribution of this study has been to confirm that sub-language is still a significant and irksome issue for translation students. The insights gained from this study may be of assistance to teachers since the current data highlight the importance of adopting integrated approaches when dealing with legal translation teaching. More precisely, the following formulations may be helpful practical tips to overcome and tackle translation errors. Legal translation creates dilemmas and challenges; hence teachers should take measures to simplify the process of learning it. Tasks should be projected to help students master legal translation

competences. Accordingly, before attempting the translation task, students should be introduced to legal concepts, legal language, legal translation and its relative issues. In particular, time should be dedicated to the analysis of grammatical, semantic, cultural, functional and lexical items. Simultaneously, teachers should encourage the constant reading of legal texts for students to become accustomed to the legal style and register. As far as didactic techniques are concerned, group discussion and peer review should be promoted to lessen stress and anxiety and to increase self-esteem. Therefore, the present study has been one of the first attempts to thoroughly examine translation errors from different perspectives.

The main weakness of the study is the limited time period. A natural progression of this work is to analyse students' progress over a longer timeframe than three months. It would be curious to observe students' improvement over the years. An additional limitation of this study is that it does not investigate the behaviour and competences students employed when translating legal texts. Consequently, it would be fascinating to record students' screens to detect how they solve problems and how they retrieve information. Thirdly, it was not possible to obtain direct feedback from the students. The use of post-translation and post-course questionnaires would have been helpful to draw a clearer picture of students' strategies implemented to fulfil the translation and their feelings about the task. Notwithstanding these limitations, the study lays the groundwork for future research into testing and comparing translations performed by professional translators of legal texts and potential legal translators under the same conditions. Intergroup differences may be interesting to inspect and assess. Moreover, the methodology of this study could be replicated with different language pairs, for instance, between English and Spanish, and reproduced in other specialised domains, such as medical translation. Due to its growing expansion, legal translation is a fruitful area for further work and new inquiries are being pursued.

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Appendices

Appendix 1

The distribution agreement

Draft proposed agreement Between
Rossi S.p.A. and Smith & Co. Ltd.

Dated 2012

Rossi S.p.A.
to
Smith & Co. Ltd.
Distribution Agreement

DISTRIBUTION AGREEMENT

DATE:

PARTIES:

1. The Manufacturer: Rossi S.p.A. a corporation organized and existing under the law of Italy having its principal place of business at Giulio Rossi S.p.A. Caminetti, Via Roma 25 Cittadella, Padova, Italy

2. The Distributor: Smith & Co. Limited a company incorporated in England whose registered office is at 1 St. George's Industrial Estate, Main Road, Woking, Surrey HP5 2UN

RECITALS:

(A) The Manufacturer manufactures Central Heating Cookers and Boilers.
(B) The Distributor has considerable market experience in the Territory and wishes to act as the Manufacturer's distributor for the products therein

1. INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires:

"FORCE MAJEURE" means, in relation to either party, any circumstances beyond the reasonable control of the party (including without limitation, any strike, lock-out or other form of industrial action)

"INTELLECTUAL PROPERTY" means any patent, copyright, registered design, trade mark or other industrial or intellectual property right subsisting in the Territory in respect of the Products, and applications for any of the foregoing

"INVOICE VALUE" means the sum invoiced by the Manufacturer to the Distributor in respect of any Products, less any Value Added Tax (or other taxes, duties or levies) and any amounts for transport or insurance included in the invoice

"PRODUCTS" means, subject as provided in Clause 3.2, such of the products listed in Schedule I as are the date of this Agreement in the range of products manufactured by of for the Manufacturer, and such other products as may from time to time be agreed in writing by the parties

"RESTRICTED INFORMATION" means any information which is disclosed to the Agent by the Principal pursuant to or in connection with this Agreement (whether orally or in writing, and whether or not such information is expressly stated to be confidential or marked as such)

"TERRITORY" means England, Scotland, Wales, Channel Islands and Isle of Man

"TRADE MARK" means

(a) the trade marks registered in the name of the Manufacturer of which particulars are given in Schedule 2; and

(b) such other trade marks as are used by the Manufacturer on or in relation to the Products at any time during this Agreement

1.2 Any reference in this Agreement to "writing" or cognate expressions includes a reference to telex, cable, facsimile transmission, electronic mail or comparable means of communication

1.3 The headings in this Agreement are for convenience only and shall not affect its interpretation

2. APPOINTMENT OF DISTRIBUTOR

2.1 The Manufacturer hereby appoints the Distributor as its distributor for the resale of the Products and the Distributor agrees to act in that capacity, subject to the terms and conditions of this Agreement

2.2 The Manufacturer shall not:

2.2.1 appoint any other person, firm or company in the Territory as a distributor or agent for the Products in the Territory; or

2.2.2 supply to any other person, firm or company in the Territory any of the Products, whether for use or resale

2.3 the Distributor shall be entitled to describe itself as the Manufacturer's "Authorised Distributor" for the Products, but shall not hold itself out as the Manufacturer's agent for sale of the Products or as being entitled to bind the Manufacturer in any way

3. SUPPLY OF THE PRODUCTS

3.1 Subject as provided in Clause 3.2 the Manufacturer shall use its best endeavours to supply the Products to the Distributor in accordance with the Distributor's orders

3.2 The Distributor shall, in respect of each order for the Products to be supplied hereunder, be responsible for:

3.2.1 ensuring the accuracy of the order

3.2.2 providing the Manufacturer with every information which is necessary in order to enable the Manufacturer to fulfil the order and to comply with the labeling, marketing and other applicable legal requirements in the Territory; and

3.3 Upon receipt and confirmation of such order the Manufacturer shall as soon as is practicable inform the Distributor of the Manufacturer's estimated delivery date for the consignment.

The Manufacturer shall use all reasonable endevours to meet the delivery date, but time of delivery shall not be of the essence

3.4 Risk of loss or damage to any consignment of the Products shall pass to the Distributor from the time of delivery to the Distributor's carrier at the Manufacturer's premises

4. PAYMENT OF THE PRODUCTS

4.1 All Products to be supplied by the Manufacturer pursuant to this Agreement shall be sold on an ex- works basis, and accordingly the Distributor shall, in addition to the price, be liable for arranging and paying all costs of transport and insurance

4.2 Where the Manufacturer agrees to arrange for transport and insurance as agent for the Distributor, the Distributor shall reimburse to the Manufacturer the full costs thereof and all the applicable provisions of this Agreement shall apply with respect to the payment of such costs as they apply to payment of the price of the Products

4.3 The prices for all Products to be supplied hereunder shall be the Manufacturer's ex-works prices from time to time (inclusive of packaging costs) and accordingly the Manufacturer shall:

4.3.1 supply to the Distributor up to date copies of all price lists for the Products from time to time and

4.3.2 give the Distributor not less than three months' notice in writing of any alteration in such list prices, and the prices as so altered shall apply to all Products ordered on and after the applicable date of the increase

4.4 If the Distributor fails to pay the price for any Product within 90 days after the date of the invoice therefore, the Manufacturer shall be entitled (without prejudice to any other right or remedy it may have) to cancel or suspend any further delivery to the Distributor under any order

4.5 All payments shall be made by the Distributor on bills of exchange in euro by transfer to such bank account as the Manufacturer may from time to time notify in writing to the Distributor

5. MARKETING OF THE PRODUCTS

5.1 The Distributor shall use its best endeavours to promote the sale of the Products throughout the Territory and, subject to compliance by the Manufacturer of its obligation under Clause 3.1 to satisfy market demand therefore

5.2 The Distributor shall be entitled, subject as provided in this Agreement, to promote and market the Products in the Territory in such manner as it may think fit, and in particular shall be entitled to resell the Products to its customer at such prices as it may determine

5.3 The Distributor shall maintain such stocks of the Products as the Distributor in its absolute discretion considers necessary to meet the customers' requirements

6. SUPPORT AND TRAINING

6.1 The Manufacturer shall from time to time provide the Distributor with samples, catalogues, brochures and up to date information concerning the Products as the Manufacturer may consider appropriate or as the Distributor may reasonably require in order to assist the Distributor with the sale of the Products in the Territory, and the Manufacturer shall endeavour to answer as soon as practicable any technical enquiries concerning the Products which are made by the Distributor or its customers

6.2 During the term of this Agreement the Distributor shall be entitled to send to the Manufacturer's premises (at such time and for such period as may be agreed) up to four suitably qualified employees or sub-contractors of the Distributor for training by the Manufacturer in matters relating to the Products and their marketing

6.3 The services to be provided by the Manufacturer pursuant to Clause 6.2 shall be free of charge but the Distributor shall remain liable for all salaries and other employment costs of, and all travelling expenses incurred by such employees of the Distributor who are sent to the Manufacturer's premises but the Manufacturer will be responsible for accommodation and other expenses incurred

7. INTELLECTUAL PROPERTY

7.1 The Manufacturer hereby authorizes the Distributor to use the Trade Mark in the Territory on or in relation to the Products for the purpose only of exercising its rights and performing its obligations under this Agreement and the Manufacturer shall not so authorize any other person, firm or company

7.2 The Distributor shall ensure that each reference to and use of any of the Trade Mark by the Distributor is in a manner from time to time approved by the Manufacturer and accompanied by an acknowledgement, in a form approved by the Manufacturer, that the same is a trade mark (or registered trade mark) of the Manufacturer

8. CONFIDENTIALITY

8.1 Except as provided in Clause 8.2 and 8.3, the Distributor shall at all time during the continuance of this Agreement and after its termination

8.1.1 use its best endeavours to keep all Restricted Information confidential and accordingly not to disclose any Restricted Information to any other person and

8.1.2 not use any Restricted Information for any purpose other than the performance of the obligations under this Agreement

8.2 Any Restricted Information may be disclosed by the Distributor to:

8.2.1 any customer or prospective customer

8.2.2 any governmental or other authority or regulatory body; or

8.2.3 any employers of the Distributors or of any of the forementioned person, to such extent only as is necessary for the purpose contemplated by this Agreement, or as is required by Law and subject in each case to the Distributor using its best endeavours to ensure that the person in question keeps the same confidential and does not use the same except for the purpose for which disclosure is made

8.3 Any Restricted Information may be used by the Distributor for any purpose, or disclosed by the Distributor for any other person, to the extent only that:

8.3.1 it is the date hereof, or hereafter becomes, public knowledge through no fault of the Distributor (provided that in doing so the Distributor shall not disclose any Restricted Information which is not public knowledge); or

8.3.2 it can be shown by the Distributor to have been known to it prior to its being disclosed by the Manufacturer to the Distributor.

9. WARRANTIES AND LIABILITY

9.1 The Manufacturer warrants that:

9.1.1 all Products supplied hereunder will be of merchantable quality and will comply with any specification agreed for them;

9.1.2 all Products supplied hereunder will conform to the specification agreed between the parties and that no variation will be made to the specification unless the Manufacturer with the agreement of the Distributor but at the Manufacturer's own expense notifies the Distributor in advance of such modification

9.1.3 the trade marks of which registration particulars are given in Schedule II are registered in the name of the Manufacturer and that it has disclosed to the Distributor all trade marks and trade names used by the Manufacturer in relation to the Products at the date of this Agreement, and

9.1.4 it is not aware of any rights of any third party in the Territory which would or might render the sale of the Products, or the use of any of the Trade Marks on or in relation to the Products, unlawful

9.2 The Manufacturer will at the opinion of the Distributor either replace free of charge any units supplied which are found to be defective as a result of a defect in any of the parts included in the unit within One year of the date of the sale of the unit by the Distributor or will alternatively supply to the Distributor free of charge any necessary parts and materials to enable the Distributor to effect a repair of the unit provided that all shipping costs either for return of faulty units to the Manufacturer or for the supply of spare parts and materials shall be paid by the Distributor

10. FORCE MAJEURE

10.1 If either party is affected by Force Majeure it shall forthwith notify the other part of the nature and extent therefore

10.2 Neither part shall be deemed to be in breach of this Agreement or otherwise be liable to the other, by reason of any delay in the performance, or non performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to any Force Majeure of which it has notified the other party; and the time for performance of this obligation shall be extended accordingly

10.3 If the Force Majeure in question prevails for a continuous period in excess of six months, the parties shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable

11. DURATION AND TERMINATION

11.1 This Agreement shall come into force on the date hereof but it shall continue for a period of Ten years and thereafter until terminated on Twelve months' written notice by either party expiring at any time

11.2 Either party shall be entitled forthwith to terminate this Agreement by written notice to the other if:

11.2.1 that other party commits any breach of any of the provisions of this Agreement and, in the case of a breach capable of remedy the same within 30 days after receipt of written notice giving full particulars of the breach and requiring it to be remedied

11.2.2 an encumbrancer takes possession or a receiver is appointed over any of the property or assets of that party;

11.2.3 the other party makes any voluntary arrangement with its creditors or becomes subject to an administration order

11.2.4 the other party goes into liquidation (except for the purpose of amalgamation or reconstruction and in such manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on the other party under this Agreement;

11.2.5 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other party; or

11.2.6 that other party ceases, or threatens to cease, to carry on business

11.3 Any waiver by either party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision thereof

11.4 The rights to terminate this Agreement given by this Clause shall be without prejudice to any other right or remedy of either party in respect of the breach concerned (if any) or any other breach

12. CONSEQUENCE OF TERMINATION

12.1 Upon the termination of this Agreement for any reason:

12.1.1 The Manufacturer shall be entitle (but not obliged) to repurchase from the Distributor all or part of any stock of the Products then held by the Distributor at their Invoice Value provided that:

(a) the Manufacturer shall be responsible for arranging the cost of transport and insurance; and

(b) the Distributor may sell stocks for which it has accepted orders from customers prior to the date of termination, or in respect of which the Manufacturer does not, by written notice given to the Distributor within 7 days after the date of termination exercise its rights of repurchase, and for those purposes and to the extent the provision of this Agreement shall continue in full form and effect;

12.1.2 the Distributor shall cease to promote, market or advertise the Products or make any use of the Trade Marks other than for the purpose of selling stock in respect of which the seller does not exercise its rights of repurchase;

12.1.3 the provisions of Clauses 9 and 10 shall continue in force in accordance with their respective terms;

12.1.4 subject as otherwise provided herein and to any rights or obligations which have accrued prior to termination, neither party shall have any further obligation to the other under this Agreement

13. NATURE OF AGREEMENT

13.1 The Manufacturer shall be entitled to perform any of the obligations undertaken by it and to exercise any of the rights granted to it under this Agreement through any other company which at the relevant time is its holding company or subsidiary of any such holding (as defined by s.736 of the Companies Act 1985) or the subsidiary of any such holding company and any act or omission of any such company shall for the purpose of this Agreement be deemed to be the act or omission of the Manufacturer

13.2 The Manufacturer and the Distributor may assign this Agreement and the rights and obligations hereunder

14. ARBITRATION AND PROPER LAW

14.1 Any dispute arising out of or in connection with this Agreement shall be referred to the arbitration in London of single arbitrator appointed by agreement between the parties or, in default of agreement, nominated on the application of either part by the President for the time being of the Law Society

14.2 This Agreement shall be governed by and construed in all respects in accordance with the Laws of England, and each party hereby submits to the exclusive jurisdiction of the English Courts

15. NOTICE OF SERVICE

15.1 Any notice or other information required or authorized by this Agreement is to be given by either party to the other may be given by hand or (by first-class pre-paid post, telex, cable, facsimile transmission, electronic mail or comparable means of communication) to the other party at the address referred to in Clause 15.4

15.2 Any notice or other information given by post pursuant to Clause 15.1 which is not returned to the sender as undelivered shall be deemed to have been given on the date of posting and proof that the envelope containing any such notice or information was properly addressed, pre-paid, registered and posted, and that it has not been so returned to the sender, shall be sufficient evidence that such notice of information has been duly given

15.3 Any notice or other information by telex, cable, facsimile transmission, email or other comparable means of communication shall be deemed to have been duly sent on the date of transmission, provided that a confirming copy thereof is sent by first class pre-paid post to the other party at the address referred to in Clause 15.4 within 24 hours after transmission.

15.4 Service of any legal proceedings concerning or arising out of this Agreement shall be effected by causing the same to be delivered to (the Company Secretary of) the party to be served at its principal place of business (in the case of the Principal) or its regional office (in the case of the Distributor) or to such other address as may from time to time be notified in writing by the party concerned.

IN WITNESS WEHEREOF the Manufacturer and the Distributor have caused their Common Seal to be hereunto affixed the day and year first before written

The Common Seal of Rossi S.p.A.
was hereunto affixed in the presence of

Director Secretary

The Common Seal of Smith & Co. Ltd was hereunto affixed in the presence of

Director Secretary

Appendix 2

The order

Order

FD17P00037

IN THE HIGH COURT OF JUSTICE

FAMILY DIVISION

Before His Honour Judge David TURNER QC sitting as a Deputy High Court Judge at the Royal Courts of Justice, Strand, London WCZA 2LL

IN THE MATTER OF THE CHILD ABDUCTION AND CUSTODY ACT 1985

AND IN THE MATTER OF THE COUNCIL REGULATION (EC) NO 2201/2003

AND IN THE MATTER OF THE SENIOR COURTS ACT 1981

AND IN THE MATTER OF G

(D.O.B. 31.12.2005)

BETWEEN

O P.. Applicant

-AND

V P 1* Respondent

AND

G P (THROUGH HER GUARDIAN TERESA JULIAN) 2 * Respondent

UPON hearing counsel for the applicant, Mr. Edward Bennett, leading and junior counsel for the respondent, Mr. Damian Garrido QC and Dr. Rob George, and the solicitor advocate for the child, Mr. Jeremy Ford

AND UPON the mother and the guardian being present in court

AND UPON reading the bundle and documents filed for this hearing

AND UPON the father, having reflected upon his position and not wanting to place the child in a situation where she and he are arguing against each other, seeking the court's permission to withdraw his application for the child's summary return to Italy

AND UPON the father undertaking to the court to withdraw all existing private law applications in relation to the child in the Italian courts

AND UPON both parents agreeing that:

a) the English courts shall have exclusive jurisdiction in all matters relating to the child's welfare; and

b) the child shall remain living in England, subject to any future proceedings in the English courts (see below)

AND UPON the court noting the guardian's particular concerns in relation to the child's polarised views regarding her father

AND UPON the court noting, for legal aid purposes, that the Children Act 1989 proceedings flowing from the withdrawal of the father's 1980 Hague Convention, constitute an application by the father for contact pursuant to Article 21 of the 1980 Hague Child Abduction Convention.

AND UPON the parents acknowledging the need for both of them to support the child to re-establish her relationship with her father at a pace commensurate with her welfare and wishes.

AND UPON the parties agreeing that, with the assistance of Ms. Julian, the father may write and send a letter to the child, setting out, in a child focussed way, his reasons for not seeking the child's return to Italy in these proceedings, and his hopes for his future relationship with his daughter

AND UPON CAFCASS proposing to make a referral to the Child Contact Intervention (CCI) programme. The purpose of the referral is to enable the CCI to undertake preparatory work with the child and with the mother and father prior to and with a view to supervised contact commencing as part of the CCI programme.

IT IS DECLARED THAT

1. As at the date of this order, the child is habitually resident in the jurisdiction of England & Wales.

IT IS ORDERED THAT:

2. Permission is given to the father to withdraw his applications for the summary return of the child to the jurisdiction of Italy, pursuant to the 1980 Hague Child Abduction Convention and the inherent jurisdiction of the High Court.

3. Any port alert, location order or any other injunctive order taken by way of protective measures in these proceedings in relation to the child and mother is discharged.
4. The father's solicitors shall forthwith release the mother and child's passports to the mother.
5. For the avoidance of doubt, the 1 and 2 respondents are released from their undertakings annexed to the Order of Mr Justice HAYDEN dated 20 June 2017;
6. The father is deemed to make an application for contact pursuant to Article 21 of the 1980 Hague Child Abduction Convention, which is considered through the framework of the Children Act 1989.
7. The following directions apply to the Children Act 1989 proceedings referred to at Paragraph 6 of this Order (above)
a. the proceedings are allocated to a judge of High Court level (not to include Mr Justice HAYDEN) sitting in the Family Court at the Royal Courts of Justice, the matter being certified as suitable to be heard by a Deputy High Court Judge subject to listing by the Clerk of the Rules;
b. the child is joined as a party to the Children Act proceedings. Ms. Teresa Julian is appointed her Guardian. For the avoidance of doubt, safeguarding checks have been completed;
c. the court makes a Contact Activity Direction so as to enable CAFCASS to make the CCI Referral referred to in the recitals above and referred to at sub-section (d) (below);
d. By 4pm on 19 January 2018, the Guardian is to make a CCI Referral;
e. The matter is listed for a directions hearing with a time estimate of 1 hour before a judge of High Court level sitting in the Family Court at the Royal Courts of Justice at 10:30am on the first available date after 26 April 2018 (upon application to the Clerk of the Rules). At that hearing, the court will consider the appropriateness of continued allocation to a puisne or section 9 judge in the Family Court. The case is certified as suitable to be heard by a section 9 judge;
f. By 4pm no later than 7 days before the hearing listed in accordance with Paragraph 7(e) of this Order, the Guardian is to file and serve her report; and
g Liberty to each party to apply for directions on 48 hours written notice to all other parties.

8. Permission is given to the parties to disclose this order to the Italian Central Authority, for the purposes of informing them as to the outcome of these proceedings, and in respect of the father's application under Article 21 of the 1980 Hague Child Abduction Convention.
9. No order as to costs save for detailed assessment of the publically funded costs of the parties.

Appendix 3

The Affidavit

VICTORIAN CIVIL AND ADMINISTRATIVE TRIBUNAL
ANTI-DISCRIMINATION LIST
Application under section 83 of the Equal Opportunity Act 1995 (Vic)
ABORIGINAL FAMILY VIOLENCE PREVENTION & LEGAL SERVICE (VICTORIA)

Applicant
AFFIDAVIT OF REBECCA ANNE BOREHAM
I, Rebecca Anne Boreham, lawyer, of
Make affirmation and say:

A. Personal background
1 I have been the lawyer in the Mildura branch office of the Aboriginal Family Violence Prevention & Legal Service Victoria (FVPLS) since July 2008. In this position, I am responsible for the Mildura and district casework practice of FVPLS which includes the advice and representation, referral to support services and the supervision of Aboriginal and Torres Strait Islander (ATSI) paralegal workers in the regional office.

2 I commenced employment as a lawyer at the Murray Mallee Community Legal Service (MMCLS) in Mildura 2004, after having been employed there as a community legal education worker and paralegal since 2002. In my role as lawyer at this MMCLS I was responsible for delivering their Family Violence Intervention Order Court Support Scheme, at the Mildura Magistrates Court.

3 In 2005 I commenced work as principal lawyer at the Mildura Aboriginal Corporation's Indigenous Family Violence Prevention & Legal Service (MACIFVPLS), and had branch offices at Dareton and Buronga New South Wales. In this position I was responsible for the legal practice which included compliance with all professional requirements of the legal practice. The MACIFVPLS was funded under the same program funding as FVPLS, delivering similar services, and wound up in June 2008.

4 During the last five years all of my work has been for ATSI people, including Barkindji, Latje Latje, Mutti Muni Yorta Yorta, Pakanji, Nyimpa, and Nurninjeri people from regions of Victoria, New South Wales and South Australia.

5 In the FVPLS Mildura office I am the only non-ATSI worker; all other staff, being the Coordinator, Paralegal Worker and Office Manager, are all Koori.

6 I make this affidavit from my own knowledge save where otherwise indicated. Wherever I depose to matters based on information provided to me by others I believe that information to be true and correct.

B. FVPLS services

7 FVPLS provides legal assistance to ATSI victims/survivors of family violence and sexual assault in Victoria and to non-ATSI parents or carers of ATSI children. One of the roles of the FVPLS is to intervene with support and advice at an earlier stage before a family situation deteriorates.

8 FVPLS Mildura specialises in and provides services in relation to the following areas:

- Family violence intervention orders, and apprehended domestic violence orders in NSW;
- Sexual assault;
- Child protection;
- Victims of Crime Assistance (Victoria) and Victims Compensation (NSW) applications; and Family law (where it relates to family violence).

9 Often clients who contact or are referred to FVPLS have multiple legal problems as a result of ongoing and past family violence. This requires FVPLS lawyers to assist with a number of the legal issues detailed at paragraph 8. For example, clients who have been victims of family violence where children were present, often require assistance with obtaining Family Violence Protection Orders (Intervention Orders and Apprehended Violence Orders) against generally male perpetrators. This involves making applications at the relevant Magistrates1 or Local Court for interim and final intervention orders generally in favour of mother and children. Where the Department of Human Services or Department of Community Services (NSW) has been notified, often out of a revelation about family violence, and commenced an application for a protection-order in the Children's Court, FVPLS provides representation in this proceeding which may be lengthy dependant upon the nature and duration of orders made. Again, early contact with mother may assist in the repetition of "Stolen generation" in another guise. If Child Protection Proceedings have not issued Family Law assistance is often required to ensure arrangements for the children are secure and appropriate.

10 In providing legal advice and casework and undertaking other roles at FVPLS it is necessary to be aware of and sensitive to the broader issues of clients' lives. Issues relating to homelessness, mental health, physical ill-health, drug or alcohol use and past trauma are prevalent and need to be addressed if progress is to be made in relation to legal issues. Traumatic life history resulting from family dislocation, stolen generation issues, racism and discrimination often contribute to a client's presenting situation. Damaging experiences with the justice system mean there is a reluctance of victims/survivors to seek legal assistance through police, courts and lawyers. Many clients assisted by FVPLS have a history of childhood abuse including sexual assault. Often clients present for help with family violence and/or sexual assault issues including child protection matters, and during the course of their instructions also disclose childhood sexual abuse, witnessing violence between their own parents and involvement in the child protection system as children 'in need of care'. More often than not the interventions by Police and Child Protection authorities during their childhood and their family's history has not been effective in making their lives safer or left them feeling that they and their families were not fairly dealt with.

11 These issues are emotional and sensitive to address, and particularly in light of the history of racist attitudes and actions by white 'welfare' workers and services, there is often some difficulty in communicating around these issues by white workers with ATSI clients. In my experience these conversations are far less confronting for our ATS1 clients if they are had with ATSI workers, who have a lived shared experience and understanding of ATSI history in Australia.

12 FVPLS assists children who are victims/survivors of family violence and sexual assault. The children may be secondary victims of violence having witnessed assaults upon their parent (generally the mother) and have suffered trauma as a result. The children may also be primary victims of family violence or sexual assault and require referral to specialist children's counselling and support services. I have observed that ATSI children feel more comfortable with a ATSI worker.

C. Benefits to clients and the community

13 With respect, the FVPLS, which caters primarily lo ATSI women and children, would be in a better position to fulfil its aims if affirmative action criteria were included in its employment policy – both for women and for Aboriginal people.

14 In my experience working with ATSI people I have learnt that the family unit is the centre of cultural activity, economic interactions and the tradition has been that families stay very close, even after divorce and violence. Early intervention by a service such as ours can only attract the interest and trust of communities if we are seen to employ empathetic workers with the common knowledge shared with the clients of trauma and the origins of that trauma.

15 Employment of more ATSI staff at FVPLS is also a means by which to improve the accessibility of the justice system and legal system to the ATSI community. ATSI staff are best placed to advocate on behalf of clients for changes in the legal system to improve cultural sensitivity and accessibility.

16 The majority of the clients of FVPLS Victoria are women and children and the majority of perpetrators are male as is consistent with statistics relating to family violence in the broader community. Women who have been victims of family violence or sexual assault at the hands of a male perpetrator often will not, and cannot, speak to a male about these issues.

17 Clients are referred to FVPLS Mildura branch office in the main by other ATSI support workers or support workers employed in ATSI organisations, and by our ATSI staff through their community connections. These workers are women. All of the staff employed at the Mallee Domestic Violence Service and Mallee Sexual Assault Unit are women. The Indigenous Family Violence Support Workers in the Loddon Mallee region are women. Other agencies that we have strong connections with and refer to, including the Victims of Crime Assistance & Counselling Program are staffed by women. This indicates acceptance amongst other community organisations working in this area that women who are victims of family violence/sexual assault prefer to be supported by women. Referrals also come to FVPLS Mildura branch office from female family members of the victim/survivor. Very rarely does a male family member contact our office on behalf of a female victim/survivor.

18 In my time working for ATSI people of Australia, it has been my experience that women clients will only instruct women lawyers in relation to family violence and sexual assault matters and will omit much of their story if instructing male lawyers. Often I have been instructed by female clients who have disclosed during their instructions to me details of sexual assaults and domestic violence assaults which they have not ever disclosed to their current partners and treating male doctors. In many instances 1 have been instructed by clients about sexual abuse that has occurred as part of domestic violence assaults which have been prosecuted by Police, but without any disclosure of the sexual abuse being made to the male detectives.

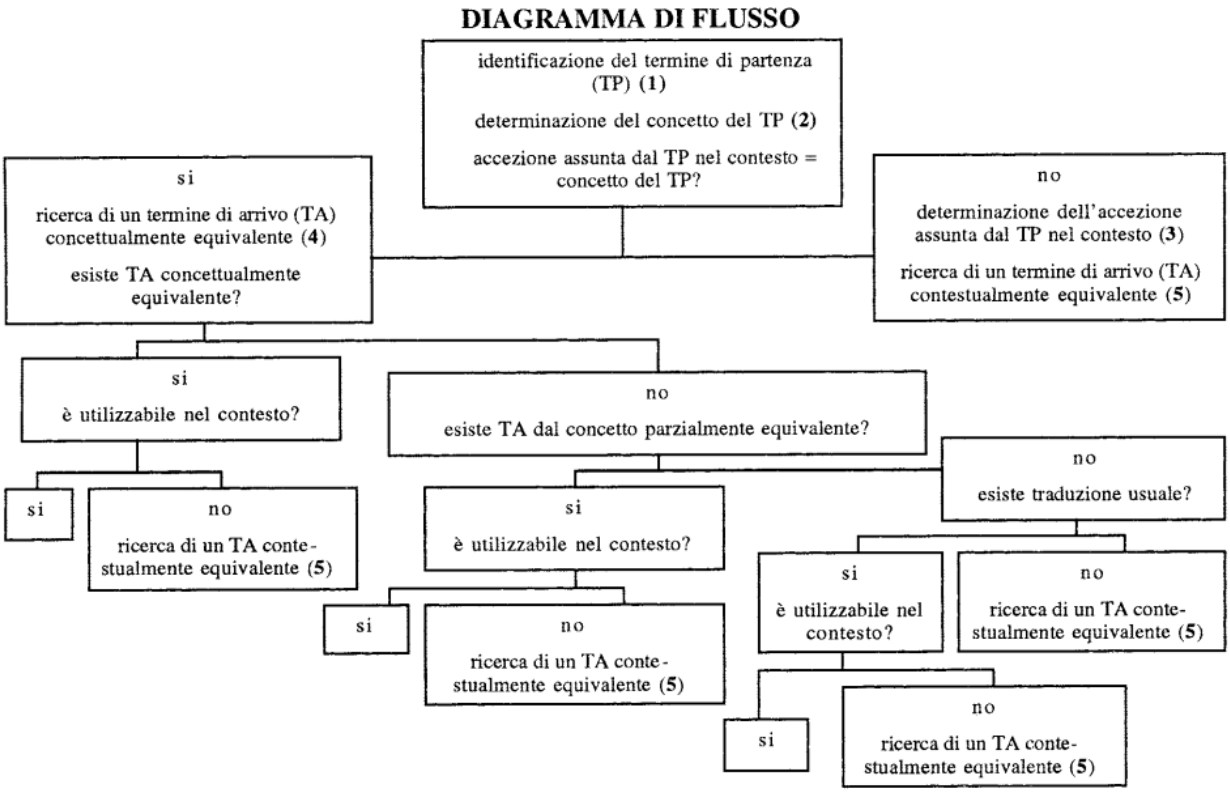
19 In my experience of my clients' cultures in Victoria, I have not experienced the taboo of a male client being unable to instruct a female lawyer. The Mildura office of FVPLS has the highest percentage of male clients, across all the FVPLS regions, and I have not

experienced difficulties in obtaining full and frank instructions from these clients, including in relation to issues of childhood sexual abuse. In some situations my male clients have indicated that they would prefer their therapeutic, counselling, relationships to be with male counsellors, and FVPLS has been easily able to facilitate this under our present model of contracting out counselling services to psychologists in private practice.

Affirmed at:
In the State of Victoria, this 31st day of March 2010
[Signature]
REBECCA BOREHAM
FVPLS Victoria
Before me: [Signature]
[Stamp:] ALISON M, MEEK
Deputy Registrar
Magistrates' Court of Victoria
56 Deakin Ave. Mildura Vic 3500

Appendix 4

Wiesmann's flowchart (2000)



Summary in Italian

L'oggetto principale del mio lavoro di tesi è un'analisi degli errori più rappresentativi rilevati nelle traduzioni degli studenti dell'Università di Padova di alcuni testi giuridici. I testi analizzati appartengono a tre generi testuali diversi, nello specifico si tratta di un contratto di distribuzione tra Italia e Regno Unito, un provvedimento emesso in Regno Unito e, infine, un affidavit rilasciato dalle autorità australiane. Negli ultimi tempi, la traduzione specializzata ha attirato molto interesse e, in particolar modo, si è dedicata una crescente attenzione alla traduzione giuridica grazie a fattori storici, sociali, politici e culturali. Il fenomeno della globalizzazione e la conseguente interconnessione tra i paesi hanno portato ad una considerevole proliferazione di scambi di diversa natura. Ciò ha comportato, da un lato, un incremento di traduzioni giuridiche e, dall'altro, la necessità di formare nuove figure professionali. Nonostante la traduzione giuridica sia un terreno alquanto fertile e la produzione scientifica abbia postulato teorie e modelli esplicativi del processo traduttivo, i traduttori giuridici si confrontano tuttora con molte difficoltà linguistiche ed extra-linguistiche. Se i traduttori esperti incontrano insidiosi problemi traduttologici, per gli studenti di traduzione le difficoltà che sorgono costituiscono un ostacolo. Queste sono state le principali motivazioni che hanno suscitato il mio interesse verso la traduzione giuridica e verso i relativi problemi di traduzione per i futuri traduttori giuridici.

Il mio elaborato si suddivide in quattro parti che focalizzano l'attenzione sullo studio della traduzione giuridica, delle caratteristiche di questa e degli errori di traduzione. La tesi inizia con un'introduzione in cui vengono delineati gli obiettivi che si vogliono raggiungere e le tematiche affrontate.

Il primo capitolo fornisce una panoramica piuttosto ampia dell'ambito giuridico. La prima parte è pensata per dare informazioni in merito alle famiglie giuridiche più influenti, ossia quella romano-germanica (*civil law*), quella di *common law* e quella socialista. Successivamente, si esaminano e comparano le prime due famiglie sopracitate poiché i testi analizzati provengono da questi ordinamenti. Le differenze a livello di ordinamenti giuridici spesso creano grosse difficoltà nella traduzione di termini che non hanno un equivalente nella lingua di arrivo. Nonostante le divergenze dovute a diversi percorsi storico-giuridici che hanno portato all'affermazione di principi e istituti

differenti, si sta assistendo ad una graduale convergenza ed armonizzazione del diritto grazie a un progressivo abbassamento di barriere culturali e politiche. La sezione successiva si addentra nei sistemi giudiziari italiano e inglese, ovvero l'assetto organizzativo dei tribunali e delle corti. A differenza dell'ordinamento giuridico, i sistemi giudiziari considerati presentano maggiori affinità fra loro; tuttavia è importante sottolineare le differenze tra i due perché spesso sono proprio queste la causa di traduzioni erronee. Inoltre, dal momento che uno dei tre testi tradotti dagli studenti è stato emesso in Australia, si è dedicato dello spazio per la presentazione del sistema giudiziario australiano. Dopo aver passato in rassegna i concetti tecnici fondamentali per la comprensione di un testo di natura giuridica, l'attenzione è stata spostata sul versante linguistico della traduzione giuridica. In primo luogo, linguaggio e diritto sono indissolubilmente legati, questo perché il linguaggio verbale, ma anche quello non verbale, rappresentano l'unico mezzo per esprimere il diritto. Il linguaggio, a sua volta, è strettamente connesso alla cultura del testo di partenza (TP) e a quella del testo di arrivo (TA). Di conseguenza, quando si parla di linguaggio giuridico, non ci si riferisce solamente ai presunti tecnicismi e all'ampollosa fraseologia, ma bisogna tener conto della sua eterogeneità e interdisciplinarietà. Altri linguaggi tecnici, come quello della scienza e della medicina, presentano sì problematiche traduttive, ma non al livello di quelle giuridiche in quanto il linguaggio giuridico è profondamente influenzato dalle dinamiche socioculturali e storiche del paese a cui si fa riferimento. Ciò non toglie che il potere della traduzione giuridica sia straordinario visto che permette a culture diverse di interagire e arricchirsi l'un l'altra. Tuttavia, un errore di traduzione potrebbe portare a gravi conseguenze giuridiche nella vita reale. Dunque, il traduttore deve prestare molta attenzione quando si imbatte in questo ambito e sicuramente potrebbe essergli di notevole aiuto una vasta conoscenza delle caratteristiche tipiche del linguaggio giuridico. Per questo motivo, la seconda parte del primo capitolo esamina le peculiarità linguistiche dell'inglese e dell'italiano giuridico. Per quanto riguarda le caratteristiche sintattiche e morfologiche dell'inglese, si possono riscontrare periodi lunghi, ripetizioni, doppie congiunzioni, frasi condizionali ed ipotetiche. Il linguaggio giuridico italiano è caratterizzato da frasi più precise e meno complesse rispetto all'inglese e si contraddistingue per l'omissione dell'articolo, i fenomeni dell'enclisi e proclisi, l'inversione di alcuni elementi della frase, doppie negazioni e la deagentificazione. Le

due lingue convergono in merito agli aspetti lessicali. Difatti, si possono individuare tre gruppi di unità lessicali: termini puramente tecnici, termini semi-tecnici e vocabolario quotidiano. Con l'intensificazione degli scambi economico-commerciali degli ultimi decenni, l'italiano giuridico ha subito la profonda influenza dell'inglese e, di conseguenza, molti termini di *common law* sono entrati a far parte del gergo giuridico. Se da un lato la penetrazione di termini inglesi può sembrare d'aiuto nell'efficacia della comunicazione, dall'altro bisogna risolvere questioni di trasparenza e di ambiguità. L'analisi delle proprietà formali dell'inglese e dell'italiano giuridico consente non solo di evidenziare le differenze stilistiche, espressive e testuali della lingua del diritto rispetto alla lingua di base, ma costituisce il presupposto per una riflessione sulle procedure traduttive e sulle difficoltà operative della traduzione giuridica che dipendono, in parte, da queste caratteristiche. Affinché la traduzione abbia successo comunicativo, il traduttore deve avere conoscenza della dimensione linguistica delle lingue in questione. Per di più, per soddisfare le dinamiche funzionaliste, i traduttori devono avere una certa familiarità delle varie tipologie testuali della traduzione giuridica. Queste due tematiche sono al centro dell'ultima parte del primo capitolo. La traduzione giuridica rientra nelle traduzioni delle lingue speciali o *language for special purpose* (LSP) ma, rispetto ad altri testi, è intrinsecamente legata alla cultura d'origine e di arrivo. Il linguaggio giuridico, quindi, presenta delle proprietà specifiche tanto che Cao (2007) è arrivata a riconoscerlo come una *language for legal purpose* (LLP). Il linguaggio giuridico comprende svariate tipologie e generi testuali. Una maggiore consapevolezza sulle molteplici classificazioni proposte dai ricercatori aiuta a comprendere meglio le caratteristiche funzionaliste del testo che si dovrà tradurre. Infine, è importante sottolineare e delineare le peculiarità della traduzione giuridica. Una convinzione, spesso errata, è che tradurre un testo giuridico implichi tradurre termini giuridici. Al di là del fatto che si tratta di una traduzione specializzata, una traduzione letterale non funzionerebbe perché il linguaggio del diritto assorbe le diverse tradizioni giuridiche. Le maggiori difficoltà della traduzione giuridica risiedono nella natura del diritto, nella divergenza tra sistemi giuridici e nell'oscurità del linguaggio stesso. Le astrusità della lingua del diritto rappresentano una delle cause di notevoli difficoltà per i traduttori, richiedendo un notevole sforzo di comprensione e di interpretazione del testo. A tal proposito, è fondamentale che i potenziali traduttori giuridici acquisiscano sin dall'inizio le competenze e le abilità essenziali per eseguire una

traduzione di qualità e per superare le difficoltà e i problemi in maniera rapida ed efficiente.

Il secondo capitolo affronta la complessa nozione di qualità della traduzione. Malgrado la vitale importanza di questo concetto nei *Translation Studies* (Traduttologia), non si è ancora giunti ad una definizione univoca ed accettata da tutti. Questo fondamentalmente è dovuto al fatto che il concetto stesso di qualità è soggettivo e può variare da persona a persona. Infatti, all'interno del contesto teorico, la qualità fa riferimento alla traduzione come prodotto; mentre nel contesto industriale, fa riferimento al processo di traduzione. Contributi significativi sono stati apportati principalmente da Brunette (2000), Gile (2009), Gouadec (2010) e Mossop (2020). La riflessione sulla qualità della traduzione è strettamente legata alle procedure messe in atto per la revisione. Il prezioso lavoro svolto da Mossop (2020) è stato decisivo per fare chiarezza sulle pratiche di revisione, editing e post-editing (PE). A tal proposito, è stato importante soffermarsi su questa tematica perché spesso i tre termini vengono utilizzati interscambiabilmente quando, in realtà, indicano attività diverse. La principale motivazione di questa confusione terminologica è legata al fatto che molti studiosi hanno proposto le loro definizioni senza che una di esse venisse comunemente riconosciuta come valida. In questa sede, verrà adottata la spiegazione offerta da Mossop (2020). La revisione, quindi, viene identificata come qualsiasi operazione volta a correggere e ad apportare modifiche ad una bozza di traduzione in vista di una più facile ricezione da parte del destinatario. Similmente, l'editing ha la stessa funzione della revisione ma il testo da controllare è una *non-translation* (testo che non è una traduzione). Di recente, con il progressivo avvento della tecnologia, si è sviluppata un'ulteriore pratica, ovvero il PE, che consiste nella revisione di un testo prodotto da un traduttore automatico. Questa distinzione è stata specificata perché il presente lavoro prevede la revisione delle traduzioni da parte degli studenti. Successivamente, il capitolo introduce il nucleo di tutti gli approcci sulla qualità della traduzione: gli errori di traduzione. Molti ricercatori si sono occupati di questa tematica ma non hanno raggiunto un accordo unanime sul significato da attribuire a "errore di traduzione". In letteratura, sono state fornite molteplici spiegazioni e classificazioni degli errori di traduzione e, nella terza sezione del secondo capitolo, si ricostruisce l'evoluzione della definizione. In conformità con l'accezione di qualità della traduzione, in questo studio, si aderisce alla definizione e alla

classificazione elaborate da Mossop (2020). In risposta alla qualità di traduzione, Mossop (2020) definisce errore di traduzione come qualsiasi elemento di un testo che necessiti di essere corretto o migliorato. Prima di illustrare le varie suddivisioni proposte dagli studiosi, viene affrontato il concetto di errore nella didattica delle lingue. Questo perché il presente lavoro di tesi ha un risvolto didattico e pedagogico. È interessante osservare come per molto tempo il concetto di errore in didattica abbia avuto, in realtà, un'accezione negativa. Tuttavia, a partire dagli anni 60 del secolo scorso, si è sdoganata quest'idea optando per una visione più positiva e favorevole nei confronti degli errori. In questo modo, gli studenti non si sentono soffocati dall'ansia di commettere errori e dalla conseguente paura di essere giudicati. La tassonomia proposta dallo stesso Mossop (2020) è molto vantaggiosa perché può essere implementata sia per la revisione in un contesto professionale che in uno scolastico. Lo studioso individua quattro gruppi di potenziali problemi riscontrabili in una traduzione: problemi relativi al trasferimento di significato, problemi relativi al contenuto, problemi di stile e di lingua e problemi di presentazione. Ciascuna di queste categorie comprende a sua volta parametri specifici che permettono al revisore di rintracciare i problemi di traduzione. Sebbene a prima vista sembri una classificazione complessa e articolata, essa ha il grande pregio della chiarezza, concisione e concretezza. Di seguito, verranno sintetizzati categorie e relativi parametri:

Gruppo A: i problemi di trasferimento di significato

1. Accuratezza (accuracy): la traduzione veicola il messaggio del testo di partenza?
2. Completezza (completeness): sono stati omessi o aggiunti elementi rilevanti del messaggio?

Gruppo B: i problemi di contenuto

3. Logica (logic): le idee sono presenti in una sequenza logica o vi sono contraddizioni o non sensi?
4. Fattualità (facts): vi sono errori concettuali, referenziali o matematici?

Gruppo C: problemi di stile e lingua

5. Scorrevolezza (smoothness): il testo è scorrevole e i nessi tra le frasi sono chiari?
6. Fruibilità (tailoring): il registro utilizzato e la lingua sono stati adattati all'uso finale della traduzione e ai potenziali lettori?
7. Precisione (sub-language): la fraseologia e la terminologia impiegate corrispondono a quelle utilizzate nei testi del medesimo genere testuale?
8. Idiomaticità (idiom): le combinazioni di parole sono idiomatiche e la traduzione rispetta le preferenze retoriche della lingua di arrivo?
9. Correttezza (mechanics): sono presenti errori di grammatica, punteggiatura, ortografia ecc.?

Gruppo D: i problemi di presentazione

10. Layout (layout): sussistono problemi di spaziatura, margini, rientri, interlinea ecc.?
11. Formattazione (typography): si riscontrano problemi di formattazione come dimensione e tipo di carattere, uso del grassetto o corsivo ecc.?
12. Organizzazione (organization): vi sono problemi di organizzazione del documento, nella numerazione delle pagine, nelle note, nell'intestazione ecc.?

Tutti i parametri sono stati utilizzati per il lavoro di ricerca ad eccezione del gruppo D. Questa scelta è giustificata dal fatto che tendenzialmente i revisori non si occupano di verificare i problemi di presentazione in quanto questo compito viene affidato ad altre figure, come gli editori, tipografi ecc. Per di più, il parametro della precisione è stato ulteriormente diviso in due sottocategorie, ovvero in terminologia (sub-terminology) e fraseologia (sub-phraseology). Con il presente lavoro di tesi, ci si pone un duplice obiettivo: da un lato, individuare gli errori di traduzione e, dall'altro, valutare la qualità della traduzione partendo dall'analisi degli errori. Per raggiungere quest'ultimo intento, è stato necessario stabilire una scala di gravità degli errori a partire da quella ideata da Scarpa. La scala proposta dalla professoressa incastra alla perfezione i parametri di Mossop (2020) con i criteri di valutazione redatti dall'agenzia di traduzione tedesca Vollmar. La scala comprende tre livelli che quindi sono stati combinati con gli standard di Mossop (2020):

- Errori lievi: sono errori linguistico-stilistici che non alterano il significato o errori a livello di formattazione e di struttura del testo rendendolo meno leggibile;
- Errori gravi: comprendono errori di forma e contenuto che generano ambiguità nel testo di arrivo; errori lievi ripetuti in un punto visibile del testo; mancata correzione di un errore lieve fatta in precedenza;
- Errori gravissimi: includono errori di forma e contenuto che ostacolano la comprensione del testo di arrivo; errori gravi ripetuti in un punto visibile del testo; mancata correzione di un errore grave fatta in precedenza

Benché questa scala sia stata originariamente progettata per essere utilizzata nella pratica professionale, può avere anche un'applicazione didattica. È rilevante evidenziare che non riconosce o valorizza proposte di traduzioni positive in quanto ciò non corrisponderebbe con il secondo intento del presente lavoro, ovvero quello di calcolare la qualità della traduzione. Sebbene è stato affermato che l'errore non deve essere visto solo negativamente, per questo studio, è necessario valutare gli errori per determinare le aree più deboli degli studenti di traduzione, ma gli studenti non hanno ricevuto un feedback sulla traduzione svolta.

Il capitolo terzo si occupa di illustrare i metodi utilizzati e il percorso intrapreso al fine di condurre la seguente ricerca giacché la finalità principale di tale indagine è quella di analizzare e valutare gli errori di traduzione commessi da traduttori inesperti nella traduzione di testi giuridici. È stato necessario stabilire una serie di obiettivi che accompagnassero il ricercatore nelle fasi dell'indagine. L'obiettivo primario intende fornire una panoramica generale sulla categoria di errori più frequente e stabilire con quale incidenza appaiano certi parametri. In secondo luogo, si cerca di indagare se la tipologia e il genere testuali influenzino la produzione degli errori. Coerentemente, il terzo obiettivo mira a individuare l'esistenza di una correlazione tra il genere testuale e le categorie di errori. L'analisi consente di identificare se si è verificato un certo grado di miglioramento delle prestazioni degli studenti da un punto di vista diacronico. Il contratto, il provvedimento e l'affidavit, in sequenza, sono stati sottoposti come compiti traduttivi agli studenti nell'arco di tre mesi. Per intraprendere questo studio empirico sono state analizzate sessanta traduzioni giuridiche dall'inglese all'italiano. I partecipanti sono stati gli studenti del corso di laurea magistrale "Lingue per la Comunicazione e Cooperazione

Internazionale" dell'Università di Padova. Questo corso si pone lo scopo di raggiungere una buona competenza linguistica e culturale di due lingue affiancata da insegnamenti di matrice storica, economica, sociale e politica. Inoltre, all'interno del corso, sono inclusi percorsi di traduzione in linguaggi settoriali volti ad affinare le capacità di riflessione metalinguistica e le competenze teoretiche e applicative. Trattandosi di un corso di laurea magistrale, gli iscritti possiedono istruzioni diverse e non tutti hanno il medesimo bagaglio di esperienza in diritto e in traduzione giuridica. Visto l'alto numero di studenti frequentanti, si è deciso di suddividerli in gruppi di massimo quattro persone. Ad ogni gruppo è stato assegnato un numero identificativo per preservare l'anonimato. Gli studenti hanno partecipato a questa ricerca senza ottenere compensi o crediti in quanto le traduzioni che dovevano svolgere erano parte dei compiti affidati da un loro docente curriculare. Per svolgere e completare la traduzione, gli studenti avevano in media una settimana di tempo e potevano avvalersi di qualsiasi risorsa online o cartacea. Inoltre, per assicurare la validità ecologica, gli studenti hanno tradotto testi giuridici autentici e, per affinare le competenze professionali, hanno rivestito, a turno, i ruoli di traduttore, revisore e terminologo. Relativamente ai testi di partenza, questi non sono stati né semplificati né modificati dunque gli studenti si sono trovati di fronte ad un autentico compito di traduzione. I tre testi selezionati appartengono a tre generi testuali diversi, ovvero un documento tra privati (contratto di distribuzione), un documento giudiziario (provvedimento) e un documento pubblico (affidavit). Una buona parte di questo capitolo passa in rassegna gli elementi strutturali, funzionalisti e linguistici di questi testi. Difatti, una delle competenze richieste è quella interculturale che mira, tra le altre cose, a sviluppare la conoscenza della macrostruttura del documento nonché della coerenza, stereotipi e natura intertestuale. Una prima considerazione che si può ipotizzare è che gli studenti non abbiano incontrato troppe problematiche nel tradurre il contratto di distribuzione, essendo un documento giuridico molto diffuso globalmente e presentando una struttura analoga fra diversi sistemi giudiziari. Si può prevedere, d'altro canto, che la terminologia, le ripetizioni, le formule binomiali e trinomiali e le strutture sintattiche tipiche possano rappresentare fonti di difficoltà traduttiva. Per quanto concerne il secondo testo, ovvero il provvedimento, ci si attende che gli studenti abbiano riscontrato difficoltà non solo terminologiche e sintattiche ma anche stilistiche. Questo perché il provvedimento è un testo che racchiude vari linguaggi, tra cui quello giuridico, quello

quotidiano ma anche quello relativo alla branca del diritto. Inoltre, il traduttore deve essere in grado di riprodurre lo stile unico dell'autorità emittente. I provvedimenti e le sentenze di *common law* sono caratterizzati da molteplici riferimenti ai fatti e alle azioni e, da qui, deriva la loro concretezza. Contrariamente, i provvedimenti di *civil law* sono intrisi di citazioni e richiami ad articoli e norme. Dunque, il traduttore dovrà possedere un'ottima conoscenza delle proprietà dei provvedimenti della lingua di partenza perché dovrà essere in grado di adattarle alla lingua di arrivo. Il terzo testo, l'affidavit, è un documento che esiste solamente nei sistemi di *common law* e non ha una controparte equivalente nei sistemi di *civil law*. In questo caso, è stato ufficializzato dalle autorità australiane. L'istituto dell'affidavit potrebbe trovare un corrispettivo nella disciplina dell'atto di notorietà italiano o della dichiarazione sostitutiva di atto notorio. L'affidavit, in sostanza, consiste in una dichiarazione scritta e confermata da giuramento davanti a un pubblico ufficiale ed è un atto unilaterale, tratto che lo distingue dalla deposizione. In merito alle difficoltà traduttologiche, si può presupporre che possano sorgere problematicità nella traduzione di termini ed espressioni tecnici. È necessario sottolineare che l'affidavit è un testo contraddistinto da una forte componente narrativa in quanto si tratta di un resoconto personale di fatti e cronache. Per cui, al di là delle incongruenze concettuali tra vocabolari giuridici, ci si aspetta che gli studenti si siano confrontati con termini di natura non giuridica e con strutture sintattiche inconsuete. Dopo aver definito le caratteristiche di questi tre generi testuali, vengono descritti i metodi e la procedura usati per la raccolta dei dati. Al fine di revisionare i testi, lo strumento principale utilizzato è stato MarkIn. Sviluppato nel 2009, è un software pensato per la correzione di testi da parte degli insegnanti. Il suo funzionamento è molto intuitivo: è sufficiente importare un testo nel formato HTML, RTF o TXT e apportare le modifiche necessarie. Tuttavia, uno svantaggio di questo programma è che, se non si acquista la licenza, si può lavorare solo con un numero minimo di parole, circa 380. Siccome i testi considerati per questo studio superano decisamente il numero di parole consentito, si è deciso di analizzare solo alcune parti e, dunque, si è svolta una revisione di tipo parziale. Di conseguenza, il numero di parole del contratto è stato ridotto a 492, quello del provvedimento a 650 e, infine, quello dell'affidavit a 395. Un ulteriore lato negativo è che il software non permette di revisionare un documento modificato in precedenza e salvato nel computer in quanto bisogna ripartire da zero con la revisione. A prescindere da questi trascurabili

inconvenienti, il software presenta vari aspetti positivi. Di particolare rilevanza, è la possibilità di personalizzare il set di pulsanti predisposto per l'annotazione dei testi. A tal proposito, sono stati sostituiti i valori predefiniti con i criteri di Mossop (2020) in modo tale da mantenere una certa coerenza con le scelte traduttologiche adottate nel capitolo precedente. Una volta terminato il lavoro di revisione, i dati ottenuti sono stati riportati manualmente in un foglio di MS Excel. I tre fogli, uno per testo da tradurre, sono stati suddivisi in cinque colonne marcate dal numero identificativo del gruppo, dal termine di partenza che è stato oggetto di errore, dalla traduzione (erronea) da parte del gruppo, dalla categoria di errore e, infine, dal livello di gravità dell'errore. Dunque, solo nella seconda fase della ricerca, si è valutata la qualità della traduzione. Indubbiamente, nel momento della valutazione, si è tenuto conto di un certo margine di tolleranza considerata anche la minima esperienza degli studenti nell'ambito giuridico.

Il quarto e ultimo capitolo di questa tesi offre un'analisi qualitativa e quantitativa dei dati ottenuti. Le domande poste nel disegno di ricerca trovano principalmente risposta nell'analisi quantitativa. In primo luogo, i gruppi hanno commesso in media 125 errori. Questo primo dato dà un indizio sulla performance dei partecipanti ma non fornisce dettagli sulla categoria di errore e sul genere testuale. Indagando sul genere testuale, si è potuta confermare l'ipotesi che gli studenti abbiano commesso meno errori (438) nel tradurre il contratto di distribuzione. Il numero di errori più alto è stato raggiunto con il provvedimento (1379), mentre gli errori nell'affidavit ammontano a 674. Un approfondimento sulla categoria di errori più frequente ha identificato che gli errori di lingua e di stile sono in maggioranza rispetto agli errori di contenuto e trasferimento di significato. Questo dato è in linea con i risultati ottenuti da altri studi, come quello di Pontrandolfo (2016). La motivazione di tale percentuale risiede nel fatto che gli studenti hanno incontrato maggiori difficoltà nella fase di riformulazione e di espressione nella lingua di arrivo. Gli errori di trasferimento di significato si possono attribuire ad una mancata comprensione del testo di partenza. Infine, gli errori di contenuto occupano una piccola fetta. Si tratta di un dato piuttosto incoraggiante perché implica che gli studenti sono riusciti a comprendere alcuni concetti e contenuti giuridici. L'analisi si volge poi ad indagare l'esistenza di un possibile nesso tra le categorie di errori più frequenti e il genere testuale in questione. Da un'attenta lettura dei dati è emerso che gli errori di precisione costituiscono la maggioranza degli errori commessi nei tre testi. In particolare, gli errori

relativi alla terminologia sono di primaria importanza perché indicano che gli studenti non sono stati in grado di trovare un termine equivalente che svolga la stessa funzione e abbia la medesima applicabilità nel sistema giuridico di arrivo. Gli errori di fraseologia costituiscono una somma piuttosto cospicua e, da questo dato, si può evincere che gli studenti non abbiano sufficientemente familiarità con le formule e strutture tipiche con cui i documenti giuridici si esprimono. Se si dovesse stilare una classifica, il terzo posto sarebbe occupato dagli errori di accuratezza che tendenzialmente sono causati da una scelta inadeguata del termine. Il linguaggio legale si serve di termini della lingua naturale che si caratterizzano per la loro polisemia e per questo il loro significato deve essere dedotto con l'aiuto del contesto in cui vengono impiegati. Spesso gli studenti non sanno riconoscere, tra le varie alternative, qual è la più adatta e solo il contesto può schiarire eventuali dubbi. Va tuttavia sottolineato che, per l'affidavit, gli errori di accuratezza salgono al secondo posto mentre gli errori di fraseologia scivolano al terzo. Questo risultato, in realtà, è coerente con le caratteristiche stilistiche dell'affidavit. Come sottolineato in precedenza, è un testo prevalentemente narrativo visto che descrive fatti e accadimenti personali. Dunque, si possono riscontrare meno formule ed espressioni fisse che lasciano spazio ad un linguaggio orientato al contesto quotidiano e al settore di assistenza in caso di violenza domestica (tematica dell'affidavit). Si può dedurre che gli errori di terminologia, fraseologia e accuratezza rimangono una costante tra i tre testi anche se con leggere variazioni. Per quanto concerne i rimanenti parametri, questi variano in base al genere testuale e alle sue convenzioni. Infine, l'analisi quantitativo ha permesso valutare un eventuale avanzamento negli studenti. In un primo momento si può notare che il numero degli errori subisce un'impennata dal primo testo (contratto di distribuzione) al secondo testo (provvedimento). Tale incremento può essere spiegato dalla crescente difficoltà da un testo all'altro. Difatti, con il terzo testo, il numero di errori diminuisce. Questa flessione può essere determinata dal fatto che l'affidavit è un documento concettualmente meno complesso da tradurre e che gli studenti hanno maturato competenze traduttive. La visione quantitativa dello studio assume maggiore rilievo se integrata con una visione qualitativa in quanto permette di trarre ulteriori considerazioni valide per la didattica della traduzione giuridica. In questa sezione del capitolo, vengono esaminati più specificamente e concretamente gli errori di terminologia, fraseologia e accuratezza per mezzo di tabelle in cui vengono riportati

esempi di errori dai tre testi. Gli altri parametri sono stati ugualmente indagati ma solo negli aspetti più rilevanti.

La seconda parte dell'analisi qualitativa si dedica alla valutazione della qualità delle traduzioni in maniera più oggettiva possibile. Conformemente alle aspettative, il maggior numero di errori nel provvedimento rientra nel livello grave e ciò sta a confermare che gli studenti hanno affrontato serie difficoltà nell'esprimere trasparentemente il significato. Inaspettatamente, il numero degli errori gravissimi del contratto è pari a quello del provvedimento. Inoltre, se si considera che il numero di parole del contratto è minore a quello del provvedimento, in proporzione, risulta che gli studenti hanno commesso errori gravissimi nella traduzione del contratto. La motivazione di ciò è riconducibile all'insufficiente competenza e dimestichezza degli studenti nella traduzione giuridica visto che il contratto era il primo testo a cui erano stati sottoposti. La loro scarsa capacità si riflette spesso in scelte terminologiche e fraseologiche improprie. Al contrario, l'affidavit presenta una maggiore quantità di errori lievi e una minore quantità di errori gravissimi. Questo scenario indica che gli studenti, con il tempo, hanno acquisito un certo grado di competenza traduttiva e hanno prodotto un testo costellato da errori che non compromettono la comprensione ma che disturbano la lettura globale. Il presente lavoro di tesi ha formulato una serie di linee guida indirizzate all'insegnamento e all'apprendimento della traduzione giuridica. L'analisi ha confermato ciò che altri studi hanno precedentemente dimostrato, ovvero che la terminologia e la fraseologia rappresentano le aree più vulnerabili per gli studenti di traduzione. Una possibilità per ovviare questo tipo di problemi è l'utilizzo di testi paralleli, banche dati online e altri strumenti elettronici affidabili. In secondo luogo, sebbene la questione terminologica e fraseologica costituisca uno degli aspetti principali, il problema della corrispondenza tra termini giuridici è uno degli ostacoli maggiori alla traduzione. Difatti, la semplice trasposizione di termini non funziona in questo ambito. A tal proposito, gli errori dovuti al trasferimento assumono particolare rilievo nella ricerca dell'equivalente. Per risolvere questo tipo di problematiche, gli insegnanti di traduzione dovrebbero preparare lezioni che affrontino le peculiarità della traduzione giuridica e predisporre adeguate risorse di supporto durante il processo traduttivo. Gli errori di contenuto, nonostante siano stati compiuti in quantità minore, potrebbero essere prevenuti se gli studenti fossero esposti

costantemente a testi giuridici in modo tale da prendere confidenza con le caratteristiche di tali documenti.

Le conclusioni sottolineano come l'abilità di utilizzare efficacemente i mezzi e le risorse online certamente costituisce un punto di partenza per l'esecuzione di traduzioni di qualità. Un approccio didattico integrato permetterebbe agli studenti di sviluppare e maturare le loro competenze e abilità, inoltre, l'adozione di pratiche collaborative, tra cui la peer review, e la promozione di compiti che facciano leva sulle principali cause degli errori sono attività didattiche che, da un lato, stimolano gli studenti e, dall'altro, li rendono consapevoli di quali sono le questioni più spinose della traduzione giuridica. Future ricerche potrebbero interessarsi al confronto fra traduzioni svolte da studenti e da professionisti per osservare le differenze intergruppo. Degli studi più approfonditi potrebbero dimostrarsi proficui per delineare quali strategie sono utilizzate maggiormente da traduttori esperti e non. Inoltre, sarebbe affascinante ripetere lo studio con un'altra coppia di lingue, come inglese e spagnolo, e addirittura riprodurlo in altri settori specializzati.

Il lavoro di revisione e di valutazione della qualità di traduzione si è rivelato piuttosto impegnativo e complesso perché è stata la mia prima esperienza in questo campo. Il percorso è stato intenso e segnato da alcune difficoltà principalmente dipese da mie lacune di competenza e conoscenza. Inoltre, a seguito di questo studio, il mio interesse verso questa disciplina non solo è cresciuto ma è anche maturato. Questo progetto è stato davvero stimolante e utile in quanto mi ha permesso di rendermi conto quanto il lavoro di insegnante di traduzione, quello di revisore ma anche quello di traduttore possano essere gratificanti e faticosi allo stesso tempo. Difatti, analizzare gli errori nei testi giuridici è stata un'esperienza istruttiva e immersiva che ha sicuramente gettato nuova luce sulle mie scelte professionali future.