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Tricky Terms in Legal Translation from and to English: Stepping up to the Classroom Challenge

Abstract

Legal translation competence includes a high number of sub-competences that legal translation trainees need to master. Therefore, trainers may have no time to tackle issues at the very micro level that are challenging not only for legal translation trainees, but sometimes even for professional translators. Although many such issues are identified in legal translation textbooks, the prevailing holistic approach to teaching legal translation may have led to such issues being sidelined in the legal translation classroom. Drawing on the author's experience as a legal translation trainer, this paper attempts to fill this vacuum and offer a systematic approach to addressing at least some of these phenomena. A selection of tricky terms will be presented, together with practical activities designed to raise trainees' awareness of such issues and teach them how to approach them confidently when translating from and to English. Four groups of terms are covered: false friends in general and legal language; vague terms such as *good* and *reasonable*; non-transparent terms where complex legal meaning is packed into a simple term (*constructive, in lieu of*), and enantiosemous terms (*apparent, qualified*). It is believed that when such phenomena are tackled in isolation, trainees may become better equipped to deal with them successfully the next time they encounter them in an English source text or to use them actively when translating into English.

Keywords

legal language; tricky legal terms; legal translation training; vagueness; enantiosemey; false friends; non-transparent terms

1. Introduction

Legal translation is generally considered a tricky field with numerous pitfalls, as highlighted by Newmark (1993, p. 16). Such pitfalls will be referred to as tricky terms, which is an umbrella term used in this paper to include synonyms, polysemous words, false friends, non-transparent words, vague words, or enantiosemous words. Since legal translation competence as defined by a number of models (e.g. Prieto Ramos 2011; Scarpa & Orlando 2017; Piecychna 2013) is highly complex and comprehensive, trainers often lack time to deal with issues at the very micro level such as those discussed in this paper, even though such issues may be challenging not only for legal translation trainees, but also for seasoned professional translators. While such issues are often identified as a challenge in legal language and legal translation (see Alcaráz Varó & Hughes 2012; Bázlik & Böhmerová 2019), they are often left behind in the translation classroom because of the prevailing holistic approaches to legal translation training, which put the macro level in the forefront. However, it is believed that such tricky terms need to receive special attention in a legal translation classroom since trainees, and possibly even novice legal translation trainers, may often fail to realise their complexity and the challenges involved. Once trainees become aware of such pitfalls, it will be easier for them to deal with such tricky terms effectively and systematically in their future careers.

Against this background, this paper attempts to address such tricky terms not from a legal or linguistic perspective, but primarily as a teaching challenge, and presents ways to introduce students to such terms as well as exercises to practise their competent use. Some of the categories of tricky terms have been addressed from the classroom perspective elsewhere (see e.g. Klbal 2022), and some are rather complex and would merit a separate paper (e.g. polysemous words). Therefore, this

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paper takes the classroom perspective on four categories of tricky terms, namely false friends, non-transparent words, vague words, and enantiosemous terms. It is hoped that the paper will also partially fill the gap in teaching materials, since those available are rarely focused on translators or translation trainees and often lack a comparative perspective.

2. Teaching considerations

The exercises presented in this paper are anchored in the constructivist approaches to translator training (see Kiraly 2010), which emphasise the authenticity of the material used and the collaboration of the learners. Where appropriate, the exercises are conceived of as pair work or group work exercises, with the teacher only serving as a facilitator responsible for providing scaffolding (Kiraly 2010, p. 45).

In terms of sequencing, it is possible to apply the steps proposed by González-Davies (2004, p. 37), starting with awareness-raising activities, moving through exposure to possible translation problems, decision making, and justification of choices, and eventually resulting in a final product. Since the issues tackled in this paper do not qualify as translation proper, some of the steps are not relevant, and thus the emphasis is put on awareness raising and justification of choices. The exercises could be used as a stepping stone to develop activities around the same issue for the remaining steps. The exercise types are not innovative and are based on the author's experience as well as exercises proposed by González-Davies (2004). Since authenticity is important in constructivist translator training, the exercises are mostly based on real-life legal documents from the author's translation practice, which have been duly anonymised, or from relevant legal sources available online, such as legislation, the websites of law firms, contracts, and other legal documents¹.

3. False friends

False friends are defined by Crystal (1987, p. 347) as “words that look the same in two languages [but] often do not mean the same thing”. Logically, there are different pairs of false friends for different language pairs, which makes the exercises in this section less generalisable.² In addition, some false friends may be only partial false friends “that may actually be cognates when used in one branch of law, while perhaps qualifying as false friends in another legal practice area” (Jowers 2021). In other cases, there may also be jurisdiction-specific false friends. What applies quite universally, though, is the fact that there are two categories of false friends that need to be addressed in the classroom: general language false friends that (frequently) appear in legal texts, and special legal language false friends. The former may be addressed by presenting students with authentic sentences that include the false friends and asking them to contrast the meanings and translate them into the respective language, as shown for the Czech-English pair in Table 1.

¹ Since single sentences have been extracted for the sake of variety, it is believed that specifying the source of every single sentence is not necessary. Care has been taken to use sources which may be presumed to have been drafted by native speakers.

² See Bázlik & Böhmerová (2019) for a comprehensive list for the Czech-English pair, or Jowers (2021) for the Spanish-English pair.

CZECH	ENGLISH
<i>Aktuální hodnota akcií společnosti je oproti minulému roku nižší.</i>	<i>Depending on the company's performance, the actual value of shares may appreciate or depreciate.</i>
<i>Kupující má právo na výměnu zboží za nové stejného typu nebo za adekvátní náhradu jím odsouhlasenou.</i>	<i>A patent owner must receive adequate damages from the infringer to compensate for the infringement.</i>
<i>Komplexní strategické plánování je tvořeno na úrovni vrcholového řízení firmy.</i>	<i>Liability for environmental damage is a complex legal issue that can indeed provide enough intellectual 'food' to keep any group of legal experts.</i>

Table 1. General language false friends

The category of legal false friends may be addressed in a number of different ways. The proposed exercise 1 aims to make students identify frequently misused terms in Czech-English translation.

Exercise 1: Identifying false friends

<p>TASK: Identify the incorrectly used false friends (Czech-English pair):</p> <ul style="list-style-type: none"> • The autopsy <u>protocol</u> failed to specify the exact cause of death. (<i>report</i>) • <u>Judicature</u> of the Constitutional Court may be as binding as a law. (<i>case law</i>) • The Tenant shall pay a <u>caution</u> equalling two monthly rents. (<i>security deposit</i>) • Each country keeps <u>evidence</u> of its citizens. (<i>register</i>) • The existing law will be <u>derogated</u> once a new one is passed. (<i>repealed, abrogated</i>) • Only <u>statutory bodies</u> are authorised to bind legal entities. (<i>governing bodies</i>). • All the companies in <u>the concern</u> are subject to special reporting obligations. (<i>group</i>).

For the purposes of this paper, the false friends to be identified are underlined in the exercise, and the “correct” terms are provided in brackets, both of which would be absent in a version presented to students. The list of examples could be much longer, but the essence of the exercise should be clear. Even though the exercise is based on the Czech-English pair, some of the false friends may be relevant for other language pairs (e.g. *Konzern* in Germany, *caución* in Spanish), and the exercise may thus be easily adaptable.

4. Vague terms

As argued by many (e.g. Tiersma 1999; Endicott 2011), vagueness is an inherent feature of legal language and has been widely addressed from both the legal and semantic perspectives.³ It is usually defined as “uncertain breadth of meaning” (Black 2009, p. 1689). Tiersma summarises the reasons for using vague language as follows: (i) it allows a legislature to use a general term without having to specify in advance what it includes, (ii) it permits the law to adapt to differing circumstances, and (iii) it enables the law to deal with novel situations that are certain to occur in the future, as well as changing norms and standards. With reference to contract language, Wiggers (2011, p. 20), on the one hand, suggests avoiding vague terms in contract drafting, but, on the other hand, admits that vague words may serve a useful purpose since clear obligations are not always agreeable and vague wording may allow for some gentleman’s agreement, or many obligations cannot be defined in an all-embracing manner, and precise criteria may be dependent on extraneous uncertainties. Sometimes, it is even expressly admitted that vague words are used “because of, and in spite of their flexibility” (Triebel 2009, p. 155) Given the usefulness of vague language, it is unsurprisingly common in legal texts, and thus legal translators will encounter it in the source texts they are asked

³ See Endicott (2011) for a comprehensive overview. Often, vagueness is discussed together with ambiguity under the label of indeterminacy (see Anesa 2014; Chromá 2005).

to translate and thus need to be introduced to the intricacies thereof. In addition, there is also a comparative element present, as Wiggers (2011, p. 21) observes that lawyers from civil law jurisdictions may feel more comfortable with vagueness than those from common law jurisdictions.

An extract from the Irish Non-fatal Offences against the Person Act may be shown to trainees as an example of a legislative provision including a number of vague expressions:

No such offence is committed if the force or impact, not being intended or *likely* to cause injury, is in the circumstances such as is *generally acceptable* in the *ordinary conduct* of daily life and the defendant does not know or believe that it is *in fact unacceptable* to the other person.

The italicised expressions are all instances of vague language. The adjective likely is related to the standard of what a reasonable person would expect; the degree of acceptability is intended to be made more objective by the modifiers generally and in fact.

To explain the phenomenon of vagueness to legal translation trainees, it is useful to introduce a distinction between transparently vague terms and extravagantly vague terms (cf. Endicott 2005; Marmor 2014) since each of these categories requires a different translation strategy. Transparently vague words make it possible to define a single cut-off point which would clearly establish the borderline (even though arbitrary). For example, if a tax is imposed on rich people, rich is a vague term, but an arbitrary threshold will be defined by the applicable income tax legislation, e.g. by reference to a multiple of the average salary. However, the fact that such a point may be (rather) arbitrarily defined by the law does not mean that there is agreement as to the borderline cases in two respects: first, as to the resolution of borderline cases, and second, as to which cases constitute borderline cases (cf. Endicott 2011, pp. 176-177). When facing such vague terms in source texts, translation trainees should be instructed, if possible, to look up the rules defining the cut-off point and specify the cut-off point in the translation.

For example, Section 138 of the Czech Criminal Code defines categories of damage which are relevant for determining the severity of the crimes. Vague terms are used as labels for the categories and then used in the descriptions of individual crimes. Chromá (2005) suggests more or less literal translations for the categories of damage used in the translation below, which I find inconvenient for two reasons. In addition to being vague, they are also culturally bound, depending on the economic situation in the respective jurisdiction. In other words, while damage from CZK 50,001 to CZK 100,000 is not small under Czech legislation, small claims under UK legislation are defined as claims up to GBP 10,000.⁴

Zákonné ustanovení § 138 trestního zákoníku České republiky určující charakter vzniklé škody zní:

(1) **Škodou nikoli nepatrnou** (*damage not insignificant*) se rozumí škoda dosahující částky nejméně **10 000 Kč**, **škodou nikoli malou** (*damage not small*) se rozumí škoda dosahující částky nejméně **50 000 Kč**, **větší škodou** (*larger damage*) se rozumí škoda dosahující částky nejméně **100 000 Kč**, **značnou škodou** (*substantial damage*) se rozumí škoda dosahující částky nejméně **1 000 000 Kč** a **škodou velkého rozsahu** (*extensive damage*) se rozumí škoda dosahující nejméně částky **10 000 000 Kč**.

Therefore, it will be more useful for the recipient if the translator abandons the vague labels and introduces a scaling system (Class 1, Class 2 damage, and/or specifies the actual extent). A proposed translation may then read as follows:

⁴ Depending on the applicable exchange rate, this equals approximately CZK 300,000.

The limits for damage, benefit, costs of remedying environmental damage and property value

(1) For the purposes of the Criminal Code:

- a) Class 1 damage means damage greater than or equal to CZK 10,000,
- b) Class 2 damage means damage greater than or equal to CZK 50,000,
- c) Class 3 damage means damage greater than or equal to CZK 100,000,
- d) Class 4 damage means damage greater than or equal to CZK 1,000,000,
- e) Class 5 damage means damage greater than or equal to CZK 10,000,000.

Then students may be presented with other examples that can be solved in a similar way.⁵

Extravagantly vague terms are words which are deliberately vague to leave room for (judicial) interpretation and include words such as *reasonable*, *fair*, *unnecessary*, *properly*, or *undue*. This category essentially corresponds to what Melinkoff (1963, p. 21) calls “weasel words”, defined as “words and expressions with a very flexible meaning, strictly dependent on context and interpretation”. Soames (2012, p. 103) argues against the term “extravagantly vague”, calling it a misnomer, and claims that the exceptional utility of such expressions comes from the fact that apart from being vague they are “highly general, multidimensional and resistant to specific codification”. This category of vague terms is intended to be interpreted by courts and competent administrative agencies. The first step is introducing trainees to the purposes for which such weasel words are used (exercise 2). Once trainees are aware of their functions, they are asked to actively employ the words in context in Exercise 3.

Exercise 2: Usage of weasel terms

TASK: Match the weasel words with their functions (based on Wiggers 2011):	
Material	To introduce an objective standard in a contract and place a limit on discretionary power or overly strict obligations.
Reasonable	To qualify phrases that would otherwise be too strict.
Substantially	To allow for some minimum deviations after entering into an agreement.

⁵ For example, the Czech classification of security regimes in prison relies on similarly vague terms (prison with supervision, prison with enhanced supervision, secured prison) and thus may lend itself to a similar solution.

Exercise 3: Weasel terms gap-fill

TASK: Complete the sentences with *material*, *reasonable*, or *substantial* or their adverbial forms and think about the reason for using the term:

- This late fee sets forth _____ liquidated damages from the delay of Services by the Service Partner, in which case ADVA’s losses and damages would be difficult or impossible to ascertain.
- The Landlord confirms that it _____ completed or shall complete, at its expense, the Landlord’s Works on or before the Commencement Date.
- The Company knows that an Integrator has breached a _____ provision of a Sublicence.
- The Consultant does not complete or deliver the Services to a _____ standard or in accordance with the Company’s reasonable requirements.
- There are no current actions, disputes, or claims which would result in a _____ limitation of the use of any of the Real Properties.
- XY and/or YT shall also have the right, but not the obligation, to manufacture, distribute, and sell, in any retail or other sales channel, products which are identical or _____ similar to the Licensed Products.
- The merger affects the supply of goods and services in a _____ part of the country.

To complicate the issue further, it is not sufficient to differentiate between the meanings of different weasel words, but also between different meanings of a single weasel word, e.g. *reasonable* or *good*. In addition to determining the meaning, it must also be established whether the word is a part of a term of art. To make the decision-making process as straightforward as possible for the trainees, a matrix featuring *reasonable* is used, based on Cuñado and Gomez (2023), as shown in Figure 1. To put the decision-making process into practice, a series of exercises featuring different weasel words follows (Exercises 4 and 6).

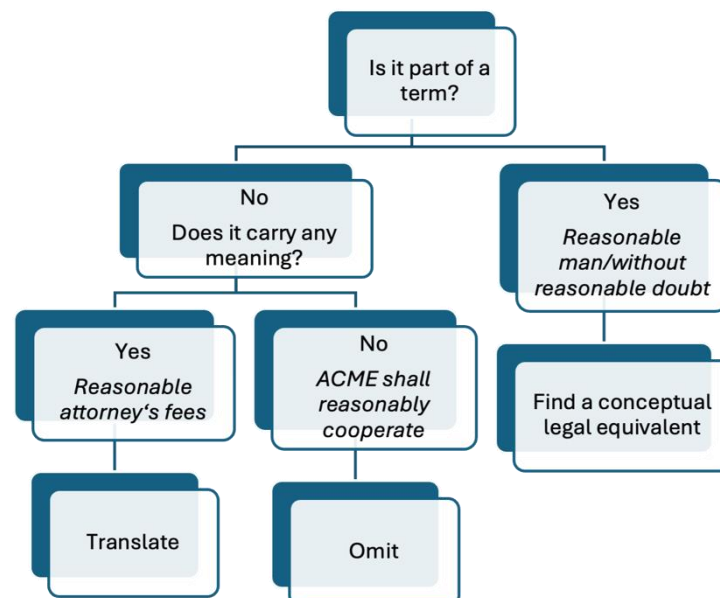


Figure 1. Matrix to determine the meaning of *reasonable*

Exercise 4. Determining translation strategies for *reasonable*

TASK: Work in pairs or groups and decide, using the matrix, how to deal with *reasonable* in the following sentences:

- The Seller shall have forty-five (45) days from the date of notice to implement actions **reasonably requested** by Purchaser.
- Each Manager has the right to examine the above documents for any purpose **reasonably related** to their position as Manager of the Company.
- The Service Partner shall provide **reasonable access** to the relevant records and facilities.
- If MS discovers unauthorised distribution by the Company or its Channel, it will make **commercially reasonable efforts** to notify the Company.
- The Landlord does not guarantee that the Services will be free from interruption caused by events or circumstances beyond the Landlord's **reasonable control**.
- Any such non-structural repairs and maintenance made by the Tenant shall be at least equal in quality and usefulness to the Premises, except for **reasonable wear and tear**.

It is also important to realise that the terms may also appear in their negative forms, such as *unreasonable* or *immaterial*, and as other parts of speech, i.e. not only adjectives. While the adjectival forms often form part of terms of arts, the adverbial forms *reasonably* and *unreasonably* often form part of specific collocations, such as *as may be reasonably* + adjective/past participle, or *may not be unreasonably* + adjective/past participle. Since such collocational patterns may be useful and add to legal idiomaticity when translating into English, an exercise to practise such collocations is proposed (Exercise 5).

Exercise 5. Collocations with *reasonably* and *unreasonably*

TASK: Think about the best verb used as a past participle that may be used to complete the gap:

- Each Party shall execute such documents and take such further steps *as may be reasonably* _____ to carry out the provisions of this Agreement and the transactions contemplated herein.
- The Supplier shall cooperate and provide such information and/or certifications regarding its compliance with this sub-section (a) *as may be reasonably* _____ by the Customer.
- As a director you must carry out your duties with such skill and care *as may be reasonably* _____ from a person in that position or from a person with specific knowledge and experience.
- The authorisation *may not be unreasonably* _____.
- Generally, activities during non-working time, such as breaks or mealtimes, are permissible and *may not be unreasonably* _____ by the employer.
- While disclosure of records *may not be unreasonably* _____, requestors should understand that the ten days specified in the law is only a limit as to when a response to a request must be given, not a deadline for producing the records.
- Where the consent of the other party is required, contracts often provide that consent *may not be unreasonably* _____.

To make Exercise 5 easier, the words to be completed may be supplied (*required, requested, expected, refused, limited, delayed, withheld*). Exercises similar to those suggested for *reasonable* may also be designed for other weasel words, such as *good* as shown in Exercise ⁶.

6. Determining translation strategies for *good*

TASK: Work in pairs or groups and decide, using an analogue matrix, how to deal with *good* in the following sentences:

- The contract may be extraordinarily terminated by either party at any time where **good grounds** exist.
- This information derives from filings accepted in **good faith** without verification.
- Any packages not returned in **good order and condition** within a reasonable period specified by XXX will be paid for by the Customer at XXX'S standard replacement costs.
- It confirms that, as at that date, all filings were up to date and the Company was in **good standing**.
- NOW, THEREFORE, for **good and valuable consideration** the receipt and sufficiency of which hereby are acknowledged by each of the parties, the parties hereto agree as follows:
- In the letter the Defendant is trying to manipulate facts and circumstances against **good manners**, settled terms, and the law.

The final step of these exercises should logically be a translation of the sentences into the target language and discussion of the available vague words used in such a language. In doing so, the comparative perspective must not be ignored.

5. Non-transparent terms

This section will introduce a couple of terms that may be described as non-transparent (see also Böhmerová 2010). In my experience, many such terms are underused by legal translators, possibly because of their perceived lack of transparency, despite the fact that they may express a complex idea very concisely.

The first term to be tackled will be the term *constructive*. For Czech translators, the term is a partial false friend and the meaning that is usually associated with the term is that found in collocations such as *constructive criticism* or *constructive meaning*. Therefore, the meaning derived from *construction* (of a contractual provision) often remains hidden to legal translators, even though it is used quite productively in a number of legal terms, and conversely may be used quite productively to express what Czech legal theory calls legal fiction. Legal fiction can be expressed through verbs, where equivalent English phrases have been discussed (see Chromá 2014; Klabal 2020), or as a nominal term e.g. *fikce doručení* (literally translated as *fiction of service/delivery*), which is a legal theory introducing a rule that an official notice/letter is taken as having been delivered after some time even though we do not know whether the addressee actually got it. Even though the literal translation is not used in English-speaking contexts, it is often used by translators, which shows they do not know the equivalent English legal theory, which uses the adjective *constructive* to express the meaning of fiction. The English theory is expressed as *constructive notice*, which is defined as a

⁶ See Triebel (2009) or Mellinkoff (1963) for lists of vague terms frequently used in contract and legal language respectively.

legal fiction that someone actually received the notice regardless of whether or not they truly did receive it. The adjective is used to mean that the notice is *construed* as having been delivered. In class, the discussion of this example is followed by an exercise to practise the use of *constructive* in other contexts. In addition to the reformulation, the meaning and legal use of each of the terms is also discussed, as well as other grammatical structures used to express the meaning, such *be construed as* or *is constructively* (*dismissed/received/possessed*).

Exercise 7. Constructive terms

TASK: Work in pairs to express the meaning of the following phrases using *as if*:

- Constructive dismissal
- Constructive approval
- Constructive homicide
- Constructive knowledge
- Constructive abandonment
- Constructive possession (of a firearm/drugs)

The second term to be presented is the phrase *in lieu of*, sometimes quoted as an example of French in Legal English and often appearing on lists of words to be replaced with simple words, specifically *instead* (Federal Plain Language Guidelines). The aim of Exercise 8 is to make students discover that in addition to the meaning of *replacement*, the examples with *lieu of* also carry an additional meaning of *having the same legal effect*, as shown in Table 2. The phrase is also often used as part of legal terms of art. For example, *payment in lieu of notice* does not only mean that the employee will receive a payment instead of working during the notice period, but also that the employer's obligations to the employee are settled by the payment as if the employee had kept working.

Exercise 8. Comparing *in lieu of* and *instead*

TASK: Work in groups or pairs and study the dictionary examples with <i>in lieu of</i> and <i>instead</i> , reflecting upon whether <i>in lieu of</i> really carries only the meaning of <i>instead</i> .	
<ul style="list-style-type: none"> • They gave us an IOU in lieu of cash. • Our old car is being given to our mechanic in lieu of some money we owe him for repairs. • He claimed that 85 per cent of Lords claimed the maximum possible expenses in lieu of a salary. • Her plea impressed the presiding judge, who offered to send her to Soviet Russia in lieu of jail time, which Flynn turned down. • You can take a lump sum in lieu of any unused vacation entitlement. • He was offered a cash bonus, or stock options in lieu. 	<ul style="list-style-type: none"> • I wish you'd spend more time at home instead of going out drinking with your friends every night. • You can make shortbread with margarine instead of butter, but it isn't the same. • You waste a lot of water by having a bath instead of a shower.

A	has the same legal effect	as B
payment	IN LIEU OF	notice
resolution		meeting
settlement		penalty
profit share		salary

Table 2. Examples of terms with *in lieu of*

The introduction to the meaning of *in lieu of* is followed by a gap-filling exercise to learn and practise more collocations. Exercise 9 also makes trainees think about the order of the nouns, i.e. what it makes legal logic replace.

Exercise 9: *In lieu of*: gap-filling exercise

TASK: What replaces what in legal terms?

Board meeting, agreement, holiday, payment (2x), resolution, settlement dividend, plan, penalty

- The **in lieu of** can be made in cash, or in shares of the company's stock.
- **in lieu of** means a contract between the plan-approving authority and the owner that specifies conservation measures that must be implemented in the construction of a single-family residence.
- A unanimous written **in lieu of** a is allowed if its articles of incorporation permit.
- You cannot decide to take **in lieu of** unless your employment has terminated, in which case you are entitled to any accrued but untaken holiday.
- Consideration shall be given to the following factors in deciding the amount of any penalty or any **in lieu of**

6. Enantiosemym

The last category of tricky terms addressed in this paper is enantiosemy terms, which are also considered to be non-transparent by Böhmerová (2010). Enantiosemym is a case of polysemy, though perhaps not a widely-known one, in which one sense is in some respect the opposite of another (Matthews, 2017), which may be especially tricky in legal translation, where translators must be careful when interpreting such English terms, but also when using such terms when translating into English. For example, *renter* is defined by the Cambridge Business Dictionary as “someone who pays money to use something, or to live in a house, apartment, etc. that someone else owns” but also as “a person or company that charges money for the use of something that they own”. In other words, it basically denotes both parties to a lease or rental agreement, and the term is best avoided in translation into English. This also applies to the related verbs *lease*, *rent*, or *hire*. While the meaning of these terms may usually be derived from the context, there are others, such as *apparent* or *qualified*, where the interpretation may be more challenging, especially when these are used in multi-word terms. Thus, *a qualified answer* may be an answer provided by a qualified professional, but also an answer with some qualifications.

APPARENT	
Meaning 1: able to be seen or understood	Meaning 2: seeming to exist or be true
<ul style="list-style-type: none"> • <i>It was becoming increasingly apparent that he could no longer look after himself.</i> • <i>I was on the metro this morning when, for no apparent reason, the man opposite me suddenly screamed.</i> 	<ul style="list-style-type: none"> • <i>There are one or two apparent discrepancies between the two reports.</i> • <i>The apparent cause of death was drowning, but further tests were needed.</i>

Table 3. Meanings of *apparent*

Table 3 is used to show the two opposing meanings of *apparent* to trainees, and Exercise 10 invites them to discuss the difference in meaning, which is of crucial importance and carries legal consequences. For a change of topic, the examples in Exercise 10 have been extracted from homicide/suicide documents. The exercise may be complemented with an in-class discussion of

“pure” legal terms including *apparent*, such as *apparent authority*, *apparent crime*, or *apparent violation*.

Exercise 10: Meanings of *apparent*

TASK: Choose, if possible, which meaning of *apparent* is implied. Discuss in pairs.

- This case report demonstrates that at times, when no anatomical cause of death is **apparent** after a postmortem examination, ancillary testing can lead to diagnosis.
- Vincent van Gogh died on July 29, 1890, from an **apparent** gunshot wound to the belly sustained approximately 30 hours earlier.
- Suicides without **apparent** antecedent causes present great difficulties for medical examiners and families alike.
- The authors report an unusual case of an **apparent** homicide/suicide involving two individuals and a canine that went undetected for almost four years.
- Attending police may suspect robbery as a result of the disarray of the house and homicide caused by **apparent** “bleeding” around the body from purging of putrefactive fluids, injuries from falls, or postmortem animal activity and “bloodstains” throughout the house.

7. Conclusion

The paper has attempted to present a number of phenomena in legal language that appear in legal texts and will be encountered by legal translators in their professional practice, but sometimes are not explicitly addressed in legal translation training because they do not appear in the texts assigned as translation assignments or they are considered too specific to deserve classroom attention. However, it is believed that if trainees are made aware of such issues in isolation, they are more likely to tackle them (more effectively and correctly) in their future practice, as argued by Klabal (2020) for a host of other legal language phenomena.

Even though the exercises were originally designed for the Czech-English language pair, they can be used, sometimes without adaptation or with slight adaptation only, for other language pairs involving English as a source or target language. Some of them aim to raise awareness of the phenomena, while others aim to build trainees’ confidence. The exercises are versatile in that they can be used in-class or assigned as homework, or within in a specific module, e.g. on vagueness in legal translation, or as a quick warm-up exercise. It is hoped that they will find their way into legal translation classrooms and thus contribute to enhancing legal translation training, and consequently help legal translators become better at “walking on thin ice of translation of terminology in legal settings” (Matulewska, 2016).

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