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Przemysław Kusik
EngLaw

English Translation Equivalents of Selected Polish Partnership Types Revisited from the Perspective of Comparative Law

Summary: The goal of this paper is to verify the acceptability of the English equivalents of *spółka cywilna* and *spółka jawna* proposed in literature in the light of comparative legal analysis and, in addition, to assess how useful comparative law might be as a tool in legal translation. The analysis covered the abovementioned Polish partnership types as well as the English and American partnership known as *general partnership*. As a result, conclusions were drawn as to whether the term *general partnership* could be a functional equivalent of either of the Polish partnership types and as to possible alternative equivalents.

Key words: functional equivalents, comparative law, general partnership

1. Introduction

Interfaces between comparative law and legal translation have been perceived by numerous scholars, and comparative law has been pointed out as a useful tool in translation, and vice versa (cf. Pommer 2008, Engberg 2013, Glanert 2014, Soriano-Barabino 2016). The practical usefulness of comparative legal analysis can be put to the test in the face of translation challenges posed by the incongruence of legal systems. One of the areas of controversy where comparative law might be of use relates to the English equivalents of Polish business structures, including partnerships.

It is important to note that legal translation cannot be taken for granted as just one of many branches of specialised translation. Law, embedded in legal texts, is by far a unique national phenomenon and thus shapes legal translation as translation not only between languages but also between legal systems.

Hence, the legal translator is faced with the incongruence of their concepts and categories (Šarčević 1997: 1-19).

Comparative law, in short, is the comparison of the different legal systems of the world (Zweigert & Kötz 1998: 2). It has two facets: a scientific one, where it is considered as a science or a study and research discipline, and the practical one, where it serves as a study method and an accessory discipline, used as a tool to achieve other means. The usefulness of comparative law for legal translators, for whom comparison is not an end in itself, lies in the latter perspective (Soriano-Barabino 2016: 12-20).

The goal of the present paper is to verify the appropriateness of potential English equivalents of selected Polish partnership types using comparative legal analysis and, in addition, to assess the usefulness of comparative law as a translation tool. The Polish-English equivalents of business structures have already been the subject of study (Biel 2006, 2007). In the present paper, the various proposed English equivalents of two very common Polish partnership types, that is *spółka cywilna* and *spółka jawna*[1], will be analysed. The English law and the U.S. law have been assumed as the reference legal framework.

2. Methodology of comparative law in the context of legal translation

Comparison of the legal systems of different nations can be done on a large scale or on a smaller scale, and consequently, macrocomparison and microcomparison are distinguished. The former refers to comparing the spirit and style of different legal systems, their methods of thought and procedures. The latter, on the other hand, deals with specific legal institutions or problems, i.e. the rules to solve actual problems or particular conflicts of interests (Zweigert and Kötz 1998: 4-5).

The basic methodological principle of comparative law is functionality. In law, the only things which are comparable are those which have the same function. This assumption rests on the fact that every legal system encounters essentially the same problems and solves them by quite different means, yet very often achieving similar results (ibid.: 34-35). The question posed is 'Which institution in system B performs an equivalent function to the one under survey in system A?' (Örücü 2007: 51).

[1] At the end of 2021, there were approx. 292,800 and 36,900 partnerships of these types, respectively https://stat.gov.pl/download/gfx/portalinformacyjny/pl/defaultaktualnosci/5504/1/26/1/zmiany_strukturalne_grup_podmiotow_gospodarki_narodowej_w_rejestrze_regon_2021.pdf [access: 27 September 2022].

The central principle of functionality in comparative law could be juxtaposed with the search for functional equivalents in legal translation. Since absolute correspondence – in the sense of mathematical or logical equivalence – cannot be achieved at the level of text in translation, equivalence as understood nowadays 'simply means that X can be used to translate Y and vice versa, without implying that they are identical at the conceptual level' (Šarčević 1997: 233-235). From the current perspective, the reproduction of the source text should be rendered in a way that is accessible to foreign recipients (Pieńkos 1999: 127-128, Alcaraz Varó and Hughes 2002: 153). The translator's goal is to find the closest natural equivalent in the target system, which 'most accurately conveys the legal sense of the source term and leads to the desired results' (Šarčević 1997: 235).

When searching for equivalents, translators should approach the issue as if they were comparative lawyers, thus identifying its nature and finding how it is handled in the target system so as to arrive at the concept with the same function. A functional equivalent is not automatically suitable, though. Some might not be accurate enough and be misleading, and thus their acceptability needs to be verified (Šarčević 1997: 235-236). Šarčević (ibid.: 237-249) proposes to use conceptual analysis for establishing qualities of particular concepts, which involves establishing essential (as opposed to accidental) features of a concept in the source system and its equivalent in the target system, and then matching up these features. Three possible categories of equivalence include near equivalence (concepts share all the essential and most accidental features), partial equivalence (concepts share most essential and some accidental features), non-equivalence (a few or no features are the same, or there is no equivalent at all). In the third case, a functional equivalent (if any) is unacceptable. Most equivalents turn out to be partial, and their acceptability needs to be assessed in view of their structure/classification, scope of application and the legal effects of both source and target terms.

Before dismissing a functional equivalent, translators should attempt to compensate for the incongruence, which can be achieved by lexical expansion (Šarčević 1997: 249-251). If no acceptable functional equivalent is found, then a possible solution is to omit the term and explain it using a descriptive paraphrase (ibid.: 252-254). If the above methods fail, another option might be to search for an alternative equivalent. The use of a given alternative equivalent should be considered in terms of its legal implications, the best alternative being a neutral one. A neutral equivalent should reflect the general idea behind the source term without a risk of false similarity to any institution in the source and target language. It is also possible to use borrowings or naturalisa-

tions but rather as a last resort. Ultimately, translators will be forced to create transparent, grammatically acceptable and semantically motivated neologisms (Pieńkos 1999: 126-127, Šarčević 1997: 252-262). Functional equivalents could be described as oriented towards the target language and the target system. It seems that alternative equivalents could be referred to as source-language and/or source-system-oriented ones (cf. Biel 2006, Kierzkowska 2002: 95, Pieńkos 1999: 127).

3. Business structures in the Polish, English and U.S. legal systems – a macro-analytical view

In comparative legal analysis, a first step towards understanding the legal reality of different legal systems is macroanalysis. The same holds true for the translation of legal texts, and translators need a general overview of the legal system they work with in order to later analyse the specific branches, concepts and institutions therein (Soriano-Barabino 2016: 17).

At the outset, it is worth noting that the legal systems of English-speaking jurisdictions in their majority belong to the common law legal tradition. The Polish legal system, on the other hand, bears all the characteristics of the civil law tradition and, except for the communist period, Polish law has been influenced by German and French legal systems (Morawski 2009: 70; Gondek 2006: 548).

As regards business organisations, a distinction in the Polish legal system is made between partnerships and companies (corporations), governed chiefly by the Civil Code and the Code of Commercial Companies and Partnerships. Among partnerships, a clear dividing line is drawn between the partnership regulated in the Civil Code of 1964 and the other types of partnerships covered by the Code of Commercial Companies and Partnerships of 2001 (Mosio 2020: 19-21). The Civil-Code type of partnership, referred to as just *spółka* or *spółka cywilna*, is one of the types of contracts provided for in the book of Obligations of the Civil Code (cf. Czachórski et al. 2009: 532-546). The Code of Commercial Companies and Partnerships provides for four types of partnerships including *spółka jawna*, *spółka partnerska*, *spółka komandytowa* and *spółka komandytowo-akcyjna*. The field of commercial partnerships and companies is considered to be an integral part of civil law, but its limited autonomy is acknowledged (Mosio 2020: 19-21).

Under English law, if two or more people wish to start a business together with a view to making a profit for themselves, they have to do so as a company, a partnership or a limited liability partnership (MacIntyre 2005:

437-438). Partnerships can be divided into ordinary ones, referred to as just *partnerships* or *general partnerships*[2], and limited partnerships. The common law relating to general partnerships was codified by the Partnership Act 1890. The Limited Partnerships Act, enacted in 1907, enabled the creation of limited partnerships, which responded to a demand for a structure that could combine the benefits of a partnership and the shielding presented by limited liability. Limited partners (also referred to as *sleeping partners*) had not been provided for in the earlier legislation, although the mere notion of a limited partnership dated back to the *commenda* in medieval Europe (Fallis 2017: 24-26). Limited liability partnerships, available since April 2000, are not typical partnerships and, as corporate entities, share more features with limited companies (MacIntyre 2005: 590).

In the American legal system, business structures available to two or more persons include corporations, distinct entities separate from their owners, and partnerships, which may be divided into general partnerships, limited liability partnerships, limited partnerships and limited liability limited partnerships. There is also a unique type of business organisation with similarities to both corporations and partnerships, i.e. a limited liability company (Schneeman 2010: 20-21). All U.S. businesses are legal entities authorised, defined, created and registered according to the particular state laws (Patterson 2015: 2). Until the year 1914, which marked the approval of the Uniform Partnership Act (UPA), which was recommended for adoption by state legislatures, partnerships had been governed just by state statutes codifying common law and civil law. As of 2006, every state except Louisiana had adopted the UPA or RUPA (the Revised Uniform Partnership Act approved in 1994). Therefore, partnerships are governed mainly by the provisions of the uniform acts as modified by a given state, as well as the partnership agreement and common law (Schneeman 2010: 57). Limited liability partnerships are governed by special provisions within the Universal Partnership Act as adopted in a given state. Limited partnerships are covered by the Uniform Limited Partnership Act 2001. Some states have statutes providing for the establishment of limited liability limited partnerships (ibid.: 114-116, 158-159).

[2] https://uk.practicallaw.thomsonreuters.com/8-107-6976?transitionType=Default&contextData=(sc.Default)&firstPage=true; https://www.lexisnexis.co.uk/legal/guidance/the-nature-of-a-general-partnership-its-legal-framework; https://publications.parliament.uk/pa/ld201314/ldselect/ldeconaf/146/14605.htm [access: 18 March 2022].

4. Selected partnerships in the Polish, English and U.S. legal systems – a micro-analytical view

Once the comparatist has focused on a specific problem, the next step would be to describe the solutions adopted by the legal systems to be compared, then juxtapose them, and finally compare the solutions provided by each legal system to that particular problem so as to critically evaluate them. In the context of the translation of legal texts, the problem may be a concept, an institution, a rule, a proceeding, a text, etc. (Soriano-Barabino 2016: 15).

Spółka cywilna is a contract governed by the provisions of the Civil Code. By concluding a partnership agreement, at least two partners agree to pursue a common economic purpose by acting in a specific manner, in particular by making contributions. Quite importantly, the notion of economic purpose refers to achieving any economic benefit, not necessarily a commercial or business purpose. The agreement can be validly concluded without any formalities, but the written form is stipulated for evidentiary purposes (Czachórski et al. 2009: 533-535). Clearly, no legal provisions grant *spółka cywilna* legal capacity, nor is it the so-called unincorporated organisational unit with legal capacity explicitly granted under a statute, so it should be regarded solely as a contract. Nevertheless, certain public law regulations treat this partnership as an organisational unit. In particular, it is assigned a tax ID number and a statistical ID number. It may also be a VAT taxable person and an employer (Pokryszka 2015: 44-45, Nazaruk 2019: 1464). *Spółka cywilna*, even if it is engaged in business activities, is not an entrepreneur under Polish law. The status of entrepreneurs is attributed to the partners, and, if they are individuals, they are obliged to register as sole proprietors (Gnela 2011: 35). Partners in *spółka cywilna* may also be legal persons, but there are contrasting views as regards unincorporated organisational units (cf. Nazaruk 2019: 1464, Pinior 2019: 474). The legal formula of *spółka cywilna* is widely used for the purpose of business activities. As for the ownership of property, the partnership agreement gives rise to a separate property of the partnership, which, in fact, is jointly co-owned by the partners, who cannot dispose of their interest while the partnership is in existence. Each partner is generally entitled and obliged to run the affairs of the partnership and represent it, but the partnership agreement or the partners' resolutions may provide otherwise. Unless the partnership agreement provides otherwise, each partner participates equally in the partnership's profits and losses. Partners have a statutory joint and several liability for the obligations of the partnership (Czachórski et al. 2009: 108-109, 535-538).

Just like any partnership governed by the Code of Commercial Companies and Partnerships, *spółka jawna* is an unincorporated organisational unit

that has legal capacity but is not a legal person. As such, it has the status of an entrepreneur and owner of property, and it is liable with its entire property for its obligations (Gnela 2011: 36-37). However, all of its partners bear subsidiary liability for its debts in case enforcement against the partnership proves unsuccessful. The partners have a joint and several liability with the other partners and with the partnership itself (Rodzynkiewicz 2018: 126-127). Any legal entities, including natural persons, unincorporated organisational units and legal persons, can be partners in *spółka jawna*. All partners are obliged to make a contribution to the partnership (Gnela 2011: 36-37). The purpose of *spółka jawna* is limited, and, like in the case of all other partnerships provided for in the Code, it is to run a business in its own name (Dumkiewicz 2019: 69-71, 109-112). Its partnership agreement needs to be made in writing or otherwise invalid. *Spółka jawna* is established by way of entry into the register of entrepreneurs. In general, all partners run its affairs, and in the ordinary course of business, each partner can generally make decisions independently. As a rule, each partner is authorised to represent the partnership, unless deprived of this right or unless joint representation has been provided for in the partnership agreement. Partners participate in the profits and losses of the partnership equally, unless stipulated otherwise in a partnership agreement (Gnela 2011: 36-37). *Spółka jawna* could be considered as an elementary kind of partnership in view of Article 22 of the Code, and provisions on it are applied *mutatis mutandis* to the other partnerships regulated by the Code (Article 89, Article 103, Article 126).

In English law, partnership, also referred to as *general partnership*, is statutorily defined as the relation which subsists between persons carrying on a business in common with a view of profit. It is a contractual relationship, and it does not constitute an organisation in its own right with a separate legal personality. An ordinary partnership has no legal existence of its own and is not a legal entity. Partnership property is held by the partners on trust for each other, and it is not owned by the partnership itself. The absence of legal personality and of the partners' limited liability stands in contrast with the way partnerships are treated, i.e. they can sue and be sued in their own name (the rule is merely for convenience), and insolvency provisions allow a partnership to be treated as an entity able to enter arrangements with its creditors, like a limited company (Judge 1999: 173, MacIntyre 2005: 438-439, 461). There are no formalities for the establishment of a partnership and, while a formal deed of partnership may be drafted, a partnership can well be formed by oral agreement or by implication (Judge 1999: 173, MacIntyre 2005: 442). Partnerships may only have a commercial aim. A core criterion for establishing a partnership is sharing the profits from the business (Judge 1999: 174-175). Every partner is jointly liable

with the others for all debts and obligations of the partnership incurred while they are a partner. After the partner's death, their estate is also severally liable for the debts and obligations, to the extent to which they remain unsatisfied, but subject to the prior payment of their separate debts. It is normal to stipulate that partners shall be jointly and severally liable, however. Every partner is jointly and severally liable for torts (ibid.: 182-183). Legal persons can be members of a partnership (MacIntyre 2005: 439).

In American law, a general partnership is an association of two or more persons to carry on as co-owners a business for profit. The word *persons* includes individuals, partnerships, corporations and other associations, so, in general, any individual or entity with contractual capacity can be a partner. The partners must actively carry on the business together, and they are entitled to participate in the management of the partnership and to share in the profits (and losses) of the partnership. Pursuant to the UPA and RUPA, the partners share the profits and losses of the partnership equally, regardless of their capital contributions, unless determined otherwise (Schneeman 2010: 90-91). Earning a profit must be an objective of the partnership (ibid.: 53). The exact nature of the partnership is difficult to define. There is the aggregate theory, according to which 'a partnership is the totality of persons engaged in a business rather than an entity in itself', and the entity theory. Although common law did not recognise a partnership as a separate entity, but rather as an extension of its partners, a partnership was recognised as a separate entity for certain purposes under the UPA. There are specific provisions for property ownership and transfer in the name of a partnership, and partners have a fiduciary duty both to the partnership and to each other. General partnerships are also considered legal entities for purposes of taxation, licensing, liability for tortious injury to third parties and enforcement of judgments against their property. The RUPA explicitly states that a partnership constitutes an entity distinct from its partners. As such, it can own property, enter into contracts, and sue and be sued in court (ibid.: 58). However, state statutes and common law have a final say on whether a partnership is considered a separate entity or an aggregate of its partners. Subject to several exceptions, each partner may act on behalf of the partnership, and their acts are binding on the partnership if they are apparently undertaken with a view to carrying on the ordinary course of the partnership business (ibid.: 59). According to the RUPA, partners have, as a rule, joint and several liability for all obligations of the partnership. A partnership's creditors or claimants can look to the individual partners for payment after the partnership's assets have been exhausted (ibid.: 64), which is referred to as the so-called 'exhaustion requirement' (Bromberg

1992). There are few required statutory formalities for the establishment of a partnership, and it may be formed by a verbal agreement between two or more people and can even be implied. In most states, partnership registration before commencing business is not required (Schneeman 2010: 73).

5. Verification of potential English equivalents of spółka cywilna and spółka jawna in view of comparative legal analysis

In her comparative analyses of company and partnership names in selected dictionaries and translations of the Polish Code of Commercial Companies and Partnerships, Biel (2006 and 2007) identified the following equivalents of *spółka cywilna*: *partnership*, *civil partnership*, *private partnership*, *civil law partnership*, *non-trading partnership* and *non-commercial partnership*. As regards *spółka jawna*, she identified the following equivalents: *registered partnership*, *general partnership*, *ordinary partnership*, *unlimited company, general mercantile partnership* and *open partnership*.

Furthermore, it seems worth referring to a popular website for translators, ProZ.com, where questions about the English equivalents of these terms abound[3]. The winning answers mostly overlap with the equivalents listed by Biel (*civil law partnership* and *private partnership*), but there are also some differences, and, for instance, *general partnership* has been suggested as an equivalent of *spółka cywilna*. Additionally, equivalents found in some reference books could be cited, namely *general partnership* (Berezowski 2018: 53) and *Civil Code partnership* (Konieczna-Purchała 2013: 162) for *spółka cywilna* and *registered partnership* (Berezowski 2018: 53, Konieczna-Purchała 2013: 162) and *general partnership* (Młodawska 2012: 147) for *spółka jawna*. At first glance, it could be noticed that among the proposed solutions, one can find both functional equivalents, invoking institutions from the target system, and alternative equivalents, intended as neutral ones, using linguistic elements familiar to the English-

[3] https://www.proz.com/kudoz/polish-to-english/business-commerce-general/3825977-sp%C3%B3%C5%82ka-cywilna.html, https://www.proz.com/kudoz/polish-to-english/bus-financial/616183-sp%C3%B3%C5%82ka-cywilna.html; https://www.proz.com/kudoz/polish-to-english/law-general/744143-sp%C3%B3%C5%82ka-cywilna.html; https://www.proz.com/kudoz/polish-to-english/economics/769822-spolka-cywilna.html, https://www.proz.com/kudoz/polish-to-english/business-commerce-general/1141256-spolka-cywilna.html; https://www.proz.com/kudoz/polish-to-english/law-contracts/213923-sp%C3%B3%C5%82ka-jawna.html; https://www.proz.com/kudoz/polish-to-english/business-commerce-general/790497-spjawna.html; https://www.proz.com/kudoz/polish-to-english/business-commerce-general/989228-sj-sp%C3%B3%C5%82ka-jawna.html, https://www.proz.com/kudoz/polish-to-english/economics/868286-sp%C3%B3322ka-jawna.html [access: 18 March 2022].

speaking recipients, yet oriented towards the Polish system. Some contradictory proposals can also be observed.

As demonstrated above, despite being rooted in conceptually different legal traditions and sources of law, all the three legal systems analysed make a distinction between partnerships and companies (corporations), with certain hybrid entities in the Anglo-Saxon systems. Bearing in mind this rather basic classification of business forms, any translations of Polish partnership types that use the term *company* seem to be wrong.

Quite surprisingly, a functional equivalent of both *spółka cywilna* and *spółka jawna* that has been proposed, despite the rather fundamental differences between the two, is *general partnership*, the term that denotes a basic type of partnership in both England and the USA. Also *general mercantile partnership*, an equivalent of *spółka jawna* that involves lexical expansion, has been proposed. The above observation alone could raise doubts about the current incongruent translation practice, where different translators might use the same term to refer to two distinct structures, which could lead to misunderstandings. Hence, it needs to be verified whether *general partnership* could at all be a functional equivalent of any of the types of Polish structures discussed.

First of all, a question arises whether the terms *spółka cywilna* or *spółka jawna* and *general partnership* (either in U.S. or English versions) share all essential features to be regarded as near-equivalents. One of the definitional features of a general partnership in American and English law is that its purpose is doing business for profit. This is not the case with *spółka cywilna*, which does not have to serve profit earning purposes, even though it is actually often used for business. The commercial purpose is, in turn, a characteristic of *spółka jawna*. All the structures discussed are associations of two or more persons, which could also include juridical persons.

An element which seems to be essential, as it distinguishes *spółka cywilna* from *spółka jawna*, is their legal identity. Besides being treated as a kind of organisational unit for certain public law purposes, *spółka cywilna* is located in the Civil Code among contracts and is generally denied the status of any entity or capacity under civil law. The status of a general partnership in English law is similar in this respect, and its nature as a contractual relationship is stressed. This, however, stands in contrast to how general partnership is currently perceived in American law, where, allowing for various theories and differences between states, it has been drifting towards the status of a separate entity. It seems to resemble an unincorporated organisational unit with legal capacity in Polish law, the status characteristic of *spółka jawna*.

An element which could also be regarded as essential – as it distinguishes the two types of Polish partnerships – is how they come into being. *Spółka cywilna* does not generally require any formalities for its formation, which is similar to English and American general partnerships. *Spółka jawna*, on the other hand, comes into existence at its registration with the National Court Register.

An essential aspect that often determines the choice of a business form is liability (cf. Patterson 2015: 8). In *spółka cywilna*, the liability of partners is joint and several yet not subsidiary. In the case of a general partnership in England, the liability is joint by default when it comes to obligations, and joint and several liability is typically provided for by the partners themselves. Tortious liability is joint and several. As for U.S. general partnerships, there is, in general, joint and several liability of partners, which applies only after the exhaustion of the partnership's property, which corresponds to the subsidiary liability of partners in *spółka jawna*.

Based on the above comparative analysis, it could be observed that the analysed legal systems are incongruent in that there are two *basic* types of partnership in Polish law and only one such elementary partnership type in either English or American system. In addition, the form of general partnership differs significantly between the two latter systems, and, while it could be said that the English general partnership is closer to *spółka cywilna*, the American general partnership contains a mixture of features attributable to the two Polish partnership types. Hence, in most contexts, unless exclusively addressed to the audience based in England, translators should avoid using the term *general partnership* to refer to either Polish partnership type, given the risk of confusion. Adding the word *mercantile* in the middle, as it was the case with one of the equivalents, does not resolve the ambiguity either. The same or even greater lack of clarity could be caused by using the mere term *partnership* as an equivalent of *spółka cywilna*.

If the above functional equivalents are deemed unacceptable, resort could be made to alternative, neutral equivalents. Since they do not denote any existing foreign legal institutions, comparative law may be of help only insofar as it may let the translator avoid equivalents that could be similar to other institutions existing in the target system. Clearly, the term *civil partnership*, which means a union of two people of either the same or different sex alternative to marriage (Kelly 2020: 303), must be rejected as an equivalent of *spółka cywilna*. On the other hand, terms like *civil law partnership*, and even more so *Civil Code partnership*, could be considered as promising, as they convey the distinctiveness of *spółka cywilna* and point to where it is regulated – and where to look

for details. *Non-commercial* or *non-trading partnership* are clearly wrong, given that *spółka cywilna*, even though it does not have to run a business, is very often a business vehicle. Finally, regarding the term *private partnership*, a question could be posed what *private* actually means in this context. *Private* is a term that, among others, distinguishes between private and public companies, where it generally refers to the availability of shares to the public (cf. Judge 1999: 159-160). It could mistakenly allude that it contrasts with some *public* types of partnerships. In this area of law, *public* does not rather refer to entry in any register. If registration, however, is to be taken into account as one of the clear distinctions between *spółka jawna* and *spółka cywilna*, the term *registered partnership* has a significant advantage, as it highlights a feature that is shared neither by *spółka cywilna* nor a general partnership, no matter whether in the English or U.S. version. *Ordinary partnership* is also not clear enough, given that it is difficult to determine which of the two partnership types in Polish law is *ordinary*, or more *ordinary* than the other. What *open* in *open partnership*, a proposed equivalent of *spółka jawna*, refers to (other than being a calque of the word *jawna*) is also questionable.

6. Conclusion

Based on the above analysis, it could be inferred that, due to the incongruence of the Polish, English and U.S. legal systems, the term *general partnership* is rather inadvisable as an equivalent of either *spółka cywilna* or *spółka jawna*. It seems that alternative neutral equivalents – more source-system oriented yet using linguistic elements familiar to the foreign recipients – might better solve the translation problem. The most convincing seem to be those which point to the essential features that distinguish *spółka cywilna* from *spółka jawna* and, at the same time, distinguish either of them from a general partnership, whether in its English or U.S. version. Hence, *civil law partnership* or *Civil Code partnership* in the case of *spółka cywilna* and *registered partnership* in the case of *spółka jawna* could be considered the most appropriate.

Comparative legal analysis was used as a tool to identify the distinguishing characteristics of the analysed legal structures from both source and target systems. They could then be *translated* into the essential features of the source language terms and of their potential equivalents. Comparative analysis helped establish that the functional equivalents were generally not acceptable, which showed an interplay between comparative law and legal translation, both of them employing functionality as a methodological principle. Furthermore, by displaying the conceptual structures of the underlying legal institutions and the

differences and similarities between the Polish, English and U.S. concepts, it helped identify such equivalents (other than functional equivalents) that would emphasise features specific to a given legal institution to let the foreign recipient roughly grasp its uniqueness, without confusion with institutions of their own legal system. Interestingly, comparative legal analysis was useful not only when applied between the Polish and either English or U.S. institutions, but between English and U.S. systems as well, as their *general partnership* varieties demonstrate considerable differences.

Finally, the limited scope of this study needs to be recognised, as well as limitations of comparative legal analysis in translation practice in general. First of all, the reference target systems assumed were those of England and the United States. The rationale behind this was – in addition to space constraints – the greatest influence of, and familiarity with, these two systems around the world, including among recipients who might not be native English speakers or inhabitants of English-speaking jurisdictions. Talking about the U.S. system is also a generalisation, as the regulations in force in particular states differ. It would be worth analysing the potential functional equivalents of *spółka cywilna* and *spółka jawna* in view of the laws applicable in other English-speaking jurisdictions, including mixed jurisdictions. A respective jurisdiction should definitely be taken into account when a translator knows that the recipient comes from this jurisdiction. Any other factors related to recipients that might affect the use of translation strategies or techniques should also be allowed for.

Regarding the general limitations of comparative legal analysis applied in translation, it is difficult to carry out a very thorough research into all possible features of the source concepts and their potential equivalents, yet it is definitely worth going beyond dictionaries. As pointed out above, comparative law is used by legal translators as a tool for translation – and not for scientific purposes. In everyday translation work, translators often face time constraints or limited availability of specialist literature on hand, which might make a very thorough comparative analysis impracticable. Comparative law should serve as a practical tool to assist the translator in the following tasks: finding potential equivalents, discerning their most important features, and then either confirming that the functional equivalent (if any) is appropriate or applying some other translation techniques in the search of an intelligible and unambiguous alternative.

BIBLIOGRAPHY

Alcaraz Varó E., Hughes B. (2002) *Legal Translation Explained.* Manchester/Northampton: St. Jerome Publishing.

Berezowski L. (2018) *Jak czytać, rozumieć i tłumaczyć dokumenty prawnicze i gospodarcze?* Warszawa: C.H. Beck.

Biel Ł. (2006) "Incongruity of Company Law Terms: Categorization of Polish Business Entities and their English Equivalents". *Translation Journal* 10(4) [Access: 12 March 2022] https://translationjournal.net/journal/38legal.htm.

Biel Ł. (2007) "Analiza porównawcza nazw spółek w prawie polskim, angielskim i amerykańskim w wybranych słownikach". *Lingua Legis* 15, 1-7.

Bromberg A. (1992) "Enforcement of Partnership Obligations—Who is Sued for the Partnership". *Nebraska Law Review* 71(1), 143-191.

Czachórski W., Brzozowski A., Safjan M., Skowrońska-Bocian E. (2009) *Zobowiązania. Zarys wykładu.* Warszawa: Lexis Nexis.

Dumkiewicz M. (2019) *Kodeks spółek handlowych. Komentarz.* Warszawa: Wolters Kluwer.

Engberg J. (2013) "Comparative Law for Translation: The Key to Successful Mediation Between Legal Systems", in: Borja Albi A., Prieto Ramos F. (eds.) *Legal Translation in Context: Professional Issues and Prospects.* Bern: Peter Lang, 9-25.

Fallis A. (2017) *Evolution of British Business Forms: a Historical Perspective.* London: ICAEW.

Glanert S. (2014) "Law-in-Translation: an Assemblage in Motion". *The Translator* 20(3), 255-272.

Gnela B. (2011) "Przedsiębiorcy", in: Gnela B. (ed.) *Prawo handlowe dla ekonomistów.* Warszawa: Wolters Kluwer, 35-59.

Gondek M. (2006) "Poland", in: Smits J. (ed.) *Elgar Encyclopedia of Comparative Law.* Cheltenham/Northampton: Edward Elgar, 548-553.

Judge S. (1999) *Business Law. Second Edition.* London: Palgrave Macmillan.

Kelly D. (2020) *Slapper and Kelly's English Legal System.* London: Routlege.

Kierzkowska D. (2002) *Tłumaczenie prawnicze.* Warszawa: Wydawnictwo Tepis.

Konieczna-Purchała A. (2013) *Przekład prawniczy. Praktyczne ćwiczenia. Język angielski.* Warszawa: C.H. Beck.

MacIntyre E. (2005) *Business Law. Second Edition.* Harlow: Pearson Education Limited.

Młodawska A. (2012) *Advanced Legal English for Polish Purposes.* Warszawa: Wolters Kluwer.

Morawski L. (2009) *Wstęp do prawoznawstwa.* Toruń: Dom Organizatora.

Mosio D. (2020) "Zagadnienia wstępne", in: Kidyba A. *Meritum - prawo spółek. Tom 1.* Warszawa: Wolters Kluwer, 17-21.

Nazaruk P. (2019) "Art. 860", in: Ciszewski J., Nazaruk P. (eds.) *Kodeks cywilny. Komentarz.* Warszawa: Wolters Kluwer, 1463-1465.

Örücü E. (2007) "Developing Comparative Law", in: Örücü E., Nelken D. (eds.) *Comparative Law. A Handbook.* Oxford and Portland: Hart Publishing.

Patterson T. (2015) *Business Legal Structures.* Createspace Independent Publishing Platform.

Pieńkos J. (1999) *Podstawy juryslingwistyki. Język w prawie – prawo w języku.* Warszawa: MUZA SA.

Pinior P. (2019) "Art. 860", in: Habdas M., Fras M. (eds.) *Kodeks cywilny: komentarz. Tom 5.* Warszawa: Wolters Kluwer, 473-486.

Pokryszka K. (2015) "Podejmowanie i prowadzenie działalności gospodarczej", in: Blicharz R. (ed.) *Publiczne prawo gospodarcze. Zarys wykładu.* Warszawa: Wolters Kluwer.

Pommer S. E. (2008) "Translation as Intercultural Transfer: A Case of Law". *Journal of Translation and Interpretation* 3(1), 17-21.

Rodzynkiewicz M. (2018) *Kodeks spółek handlowych. Komentarz.* Warszawa: Wolters Kluwer.

Šarčević S. (1997) *New Approach to Legal Translation.* The Hague/London/Boston: Kluwer Law International.

Schneeman A. (2010) *The Law of Corporations and Other Business Organizations.* New York: Delmar, Cengage Learning.

Soriano-Barabino G. (2016) *Comparative Law for Legal Translators.* Bern: Peter Lang.

Zweigert K., Kötz H. (1998) *An Introduction to Comparative Law.* Oxford: Clarendon Press.

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Preparing Future Court Interpreters How Are Questions Phrased in Virtual Court Settings?

Summary: In the common law courtroom discourse, counsels use questions as strategic devices to present a carefully curated version of the case in court proceedings. Most of the existing studies focused on questioning in face-to-face courtroom interactions. However, little is known about questioning in interpreter-mediated remote communication. Drawing upon Hale (2004/2010)'s taxonomy of courtroom questions, this article reports the initial findings from a larger experiment research that assesses the accuracy of court interpreting in remote settings. The present study examines the less-investigated use of questions in simulated virtual courts and remote interpreting settings. Using the experiment method, this research collected collocation from 50 certified interpreters based in Australia. A total of 2,350 courtroom questions in English were transcribed and analysed. However, only 2,265 questions were found in Mandarin Chinese interpretations. Therefore, it is deemed necessary for future court interpreters working in remote settings to understand how questions are phrased, particularly the most prevailing question type in examination-in-chief and cross-examination for better accuracy. Findings have revealed that the less coercive question, such as interrogative, is a predominating choice for the examiner-in-chief. In contrast, the more aggressive question type, such as the declarative with tags, is prevalent in the cross-examination. The present study intends to inform future pedagogical practice.

Keywords: question types, court interpreting, remote interpreting, courtroom discourse

1. Introduction

The right to a qualified interpreter in courts is a matter of equity and access to social justice. In adversarial courtrooms, questions are strategic devices used by opposing counsels to present a favourable version of the case in court. The questioning technique, the lexical choice, the grammatical formulation, the semantic meaning, and the pragmatic force are meticulously crafted by counsels during courtroom examination. As such, it is sufficient to claim that questions used in courtroom examinations are symbolic of the subtlety and sophistication of the legal discourse. Therefore, knowledge about how questions are phrased in courts is important for future court interpreters. However, many scholarly discussions (see Berk-Seligson 2002, 2009, 2012, 2017; Hale 2004/2010; Gibbons 2003; Matoesian 2005) concentrate on face-to-face interactions. Little is about the same issue in virtual courts. Considering the existing gap in the knowledge, this study intends to explore how questions are phrased in virtual courts. To be more specific, this research article attempts to address the following research questions:

(1) What is the pattern of courtroom questions found in the English language during the remote court interpreting proceedings?
(2) What is the prevalent type of question in the examination-in-chief? and
(3) What is the prevailing question type in the cross-examination?

The present article comprises six sections. The introduction outlines the gaps in existing studies and demonstrates how this research will address these questions. It then presents a review of relevant literature in court remote interpreting, highlighting the specialised features of legal discourses and introducing Hale (2004)'s taxonomy of courtroom question types in English. Next, it leads to the research design, illustrating the research participants, procedures, materials, data collection methods and instruments, and methods used for data analysis. Since question types in English are the primary focus of this article, interpreting performance data related to the interpretations of original questions were analysed, and key findings were presented in the discussions. Last but not least, recommendations from the findings were made with the overall aim of informing future pedagogical practice.

2. Literature Review

2.1 Court Interpreting: A Brief Overview of Face-to-Face v. Remote Settings

Interpreting is widely recognised as a form of communicative interaction between different language communities mediated by interpreters conventionally conducted in face-to-face settings (see Berk-Seligson 2002, 2017, 2009, 2012; Hale 2004/2010; Lee 2009, 2015). However, accelerated by the COVID-19 pandemic, with the increasing use of videoconferencing and other remote interpreting technologies, the provision of remote interpreting and its accuracy thus deserves growing scholarly attention, particularly in highly specialised situations such as courtrooms. The term *remote interpreting* refers to a situation in which the interpreter provides interpreting services without being physically present in the same location as the speakers (see Braun 2016). Differing from face-to-face interpreter-mediated communication, as found in several existing studies (see Braun 2017, 2018, 2019, 2020; Braun et al. 2018; Braun and Taylor, 2012; Hale et al. 2022), the remote option can bring a number of technical, administrative, and logistical challenges and barriers when interpreting service providers and users are not co-located in the physical environment in which the interpreting occurs. Such challenges and barriers may hinder communication in general settings and in court settings.

The term *court interpreting* refers to an interpreter-mediated interaction in domestic and international judicial settings, including hearings and trials in courts and tribunals (see Coulthard 2017; Hale 2004/2010; Mikkelson 2016; Stern 2011, 2018; Stern and Liu, 2019). Research in court interpreting is essentially interdisciplinary. By field of study, it involves forensic linguistics (e.g. Charrow et al., 2015; Coulthard 2017; Gibbons 2003; O'Barr 2014; Stygall 2012), sociolinguistics and pragmatics (e.g. Doty 2010; Harris 1995; Jacobsen 2003, 2004, 2008), and interpreting studies (e.g. Berk-Seligson 2002/2017, 2009, 2012; Hale 2004/2010; Hale et al. 2017, 2022). By language pair, existing literature on legal discourse and court interpreting includes Spanish (e.g. Berk-Seligson 2002; Hale 2004/2010), Chinese (e.g. Liu 2020; Xu et al. 2020), Korean (e.g. Lee 2009, 2015), Danish (e.g. Jacobsen 2012), Polish (e.g. Biernacka 2019), Swedish (e.g. Wadensjö 1998/2013, 2001), and other languages. As stated by many scholars in the field (see Angermeyer 2015; Hale 2004/2010; Ng 2018, 2022), the provision of court interpreting for people with limited proficiency in the official language of the justice system is a critical matter of access and equity. The significance of court interpreting is of paramount importance. On the one hand, there is a high requirement for the accuracy of court interpreting, as insufficient or inadequate court interpreting may have devastating ramifications for judicial

outcomes, which may result in the loss of personal property, liberty, and even life (Brunson 2022), as well as the public perception of justice, social trust, and judicial credibility.

On the other hand, as widely acknowledged by many scholars (see Charrow et al. 2015; Doty 2010; Jacobsen 2003, 2004, 2008, 2012; Liao 2012, 2013; Shi 2011, 2018; Stygall 2012; Wagner and Cheng 2011), the complexity of forensic linguistic features that embedded in the institutional functions of language in the courtroom are further compounded by the diversity of subjects, specialised knowledge covered by the law, and the legal tradition and culture. For example, Australia is a common law country that operates under the adversarial system, in which evidence is collected, presented, questioned, and evaluated during courtroom examinations, whereas in Mainland China, the inquisitorial system is used in most of the court proceedings (Liao 2012, 2013). In adversarial courtrooms, questions are found to serve strategic purposes, which are often employed by opposing counsels to present a more favourable version of facts for their desirable judicial outcomes (see Finkelstein 2011; Solan 2020). In contrast, questions in the inquisitorial system are primarily asked by the presiding judge to fulfil certain procedural functions (see Jolowicz 2003; Koppen and Penrod 2003). Considering the differences in the speaker role, the function of courtroom questions, and the justice system, it is deemed necessary to examine language-specific issues related to how questions are phrased and interpreted from the source European language and the non-European language.

The next section will elaborate on question types in English, which provides the conceptual ground for the understanding of question types in remote settings.

2.2 Questions in the Courtroom: Hale (2004)'s Taxonomy

As mentioned in Section 2.1, in the adversarial courtroom, questioning techniques are meticulously chosen, and questions are strategically employed in a ritualised institutional setting. The term *question* is defined as a particular query assigned to lawyers' turns in the adjacency pair (Hale 2004/2010). From the definition, two characteristics of a courtroom question can be found: (1) any turn initiated by the lawyer and (2) addressing the witness in the interrogative form. In general, as identified by forensic linguists and scholars in interpreting studies (see Gibbons 2003; Loftus 2019; Matoesian 2005; O'Barr 2014), questions are used by counsels to elicit desirable responses from the witnesses as a strategic device to influence the jury verdict. In other words, the function of questions is often at the disposal of lawyers to attain a more favourable representation of

facts and arguments in different stages of court proceedings. However, depending on the intention of the questioner and the type of examination in court proceedings, different types of questions may carry different pragmatic functions. Therefore, the awareness and knowledge of questioning strategies and the pragmatic functions of questions used in courtroom examinations are important for professional interpreters to provide adequate interpreting services in accordance with the professional code of conduct. The purpose of the examination-in-chief and the cross-examination differed in the language strategies and questioning techniques employed by counsels in courts. Based on the typology proposed by Hale (2004/2010), during each court process, the types of questions can be generally divided into two main categories: (1) Information Seeking Questions (ISQ), which involved Wh- questions and modal interrogatives, and (2) Confirmation Seeking Questions (CSQ), which comprised declaratives with and without tags and polar interrogatives, as shown in Table 1 below.

Table 1. Question types based on Hale (2004/2010)

Information Seeking Questions (ISQ)	▪ Wh- questions ▪ Modal interrogatives
Confirmation Seeking Questions (CSQ)	▪ Declaratives with tags ▪ Declaratives without tags ▪ Polar interrogatives

For the purpose of this study, a taxonomy of question types in English is first established to pave the ground for further analyses. In this study, the classification of English question types is based on Hale (2004/2010). According to her, the questions fall into one of three broad grammatical categories: interrogatives, declaratives and imperatives, under which there are a number of subtypes. All the types of questions in English found in the data are shown in Table 2 below.

Table 2. English question types based on Hale (2004/2010)

Type	**Sub-category**	**Example from the data (interpreting inaccuracies included)**
Interrogatives	Modal interrogatives	Can you indicate to the court why did you put them into 11 bags?
	Wh- interrogatives	And how much did you earn for the security job?

	Forced choice interrogatives	Did you or did you not use the money your mom gave you?
	Polar interrogatives	Mr. Han, is that true that you used the Glucodin to cut down the drugs so you can sell them?
Imperatives	Imperatives with politeness markers	Please tell the Court your full name, your age and your address.
	Imperatives without politeness markers	Just answer the question.
Declaratives	Positive or negative declaratives	So $20 per hour.
	Reported speech declaratives	Mr. Han, I asked you to explain what happened to the $20,000 you alleged your mom gave you.
	Positive declaratives rising intonation	So you took all of them in one go?
	Negative declaratives rising intonation	You're not sure about that?
	Positive declaratives with positive ratification tag	Now Mr. Han, you got an apprenticeship in a panel beating company. Is that correct?
	Positive declaratives with negative ratification tag	You told the Court you spent all of the money. Didn't you?
	Positive declaratives with positive tag	You are lying about it, are you?
	Positive declaratives with negative tag	You had separated into small bags were drugs that you were selling, weren't they? (including original grammatical inaccuracies)
	Negative declaratives with positive tag	There was no $20,000 that you alleged your mom gave you, was there?
	"I put it to you" declarative	I put it to you that the money was from selling the drugs.

As shown in Table 2 above, the interrogatives are divided into four subtypes: modal interrogatives, Wh- interrogatives, forced choice interrogatives, and polar interrogatives.

Modal interrogatives are denoted as a type of interrogative questions that involve the use of modal verbs. A modal verb is a type of verb that contextually indicates a modality, such as a likelihood, ability, permission, request, capacity, suggestion, order, obligation, or advice. Modal verbs are often found to form the base form of another verb that constructs semantic content. Depending on the propositional content the modal verbs are sought to express, five main types of modal verbs used in the modal interrogatives are displayed in Table 3 below.

Table 3. Modal verbs in modal interrogative questions

Modal verbs in interrogative questions	**Examples from data**
Modals denoting ability	can and could
Modals expressing permission	can and may
Modals for likelihood	will, might, may, can, and could
Modals denoting obligation	must, have to
Modals for giving advice	should

As shown in Table 3 above, there are five main types of modal verbs used in the interrogative questions: ability-denoting, permission-expressing, likelihood, obligation-denoting, and advice-giving.

The Wh-interrogatives are defined as interrogative questions involving the use of the words "when", "where", "what", "why", "who", and "how". In the data of this study, the Wh-interrogatives are among the most frequently used types of questions in the courtroom to solicit perceived versions of information that build up the material facts of the case presented in the court. It is also revealed in the data that the use of Wh-interrogatives is more frequent in the examination-in-chief than in the cross-examination.

The forced choice interrogatives, also known as closed option questions, are described as the format for responses that require respondents to provide an answer, usually yes or no, in courtroom interrogation. The intention of this questioning technique is to force respondents to make judgments about each response option and avoid any ambiguity possible in the argument developed by counsel against the opposing party.

The polar interrogatives, also known as yes/no questions, refer to the form of a question that expects an affirmative-negative response. A typical example of a polar interrogative question is a yes/no question in the courtroom. In this study, the main differentiator between the forced choice interrogatives and the polar interrogative lies in the use of the format "will/are/would/can/did you or will/are/would/can/did you not" in forced choice interrogatives, whereas a simple "will/are/would/can/did you" format is present in polar interrogatives.

The other type of question found in the data of this study is the imperatives. The Interrogatives are further divided into two sub-types: the imperatives with politeness markers and the imperatives without politeness markers. A politeness marker is defined as an expression added to an utterance to reveal deference or a request for cooperation (Tajeddin and Pezeshki, 2014). The most widely used examples of politeness markers, in general, are "please" and "if you would not mind". According to Halliday and Matthiessen (2014), there were broadly four types of politeness markers: finite modal verbs, modal adjuncts, comment adjuncts, and yes/no tags, as shown in Table 4 below.

Table 4. Politeness markers in imperative questions based on Halliday (1998)

Politeness marker	**Examples from data**
Finite modal verbs	Will, would, could, should, might, must
Modal adjuncts	Probably, possibly, just
Comment adjuncts	I think
Yes/no tags	He's gone, hasn't he?

As shown in the table above, it is found in this study that politeness markers are often used to make a request, provide advice, issue a command, or give an instruction in the imperative mood of the questions. It is also found in our data that imperatives, with or without politeness, are often deemed as linguistic devices to instruct witnesses to cooperate in legal proceedings.

Another form of question found in the data is declaratives. A declarative is a yes-no question that takes the form of a sentence and is often spoken with a rising intonation (Nordquist 2020). Declarative is usually an expression of a fact or an opinion. Statements can be either positive or negative. In this study, declaratives in our data can be further divided into ten sub-types: (1) positive or negative declaratives, (2) reported speech declaratives, (3) positive declaratives rising intonation, (4) negative declaratives rising intonation, (5) positive declaratives with a positive ratification tag, (6) positive declaratives with a negative ratification tag, (7) positive declaratives with a positive tag, (8) positive declaratives with a negative tag, (9) negative declaratives with a positive tag, and (10) the "I put it to you" declarative. The term *tag question* is defined as a question converted from a statement by an appended interrogative formula (Hale, 2004/2010).

As shown in Table 2, there are two noteworthy question forms: one is the "I put it to you" declarative, and the other is the reported speech declarative in the data. In this study, on the one hand, the term "I put it to you" declarative is defined as a statement in questions prefaced by the "I put it to

you" clause. According to Hale (2004/2010), "I put it to you" is a legal formula commonly used by counsels in cross-examination to present a version of facts that contradicts what has been proposed by the witness being examined and to pre-empt what will be presented in his/her case by his/her own witnesses. By using this type of question, it is thus implied that the witness might not be truthful or tell the whole truth in front of the court. Therefore, the illocutionary force of this type of question is stronger as compared with other question types.

On the other hand, the term *reported speech declaratives* is described as an instance when the lawyer has to repeat a question and does so in reported or indirect speech (Hale 2004/2010). In linguistics, the term *reported speech* is a 'representation of an utterance as spoken by some other speaker, or by the current speaker at a speech moment other than the current speech moment' (Spronck and Nikitina 2019, p.122). In the data of this study, the high frequency of occurrences related to this type of question is more closely associated with the propositional content of the question than with the form of the question. As noted by Hale (2001), this type of question is deemed as a highly coercive type of question that manifested an explicit exhibition of power on the part of the lawyer, as the witness is reminded that s/he is only permitted to speak in response to specific questions and reprimanded for not answering relevantly.

The existing studies largely have concentrated on how questions are phrased in face-to-face interpreter-mediated courtroom interactions. Little has been explored about how courtroom questions are phrases and interpreted in remote settings. This study intends to investigate how questions are phrased in videoconferencing technology-enabled remote interpreting. Particularly, it focuses on the pattern of courtroom questions by identifying the prevalent type of question in the examination-in-chief and in the cross-examination.

3. The Study

The present study reports initial findings from a larger experimental research that assesses the accuracy of court interpreting in remote settings. The experiment was conducted with 50 certified interpreters remotely on the videoconferencing platform Zoom. The language combination was English and Mandarin. The script and video of a simulated trial used for the experiment was part of a more extensive mixed-method research study. The script and video materials in this project were used with permission from the chief investigators. The simulated trial featured a Chinese-speaking suspect who was accused of selling

drugs in a common law courtroom. The original questions were asked in English. Following the completion of questions and responses from the defendant, the cross-examination by the crown prosecutor took place. The participants interpreted original questions in English into Mandarin Chinese. The mode of interpreting (simultaneous v. consecutive) and the condition of interpreting (via an audio link v. via a video link) varied.

The audio recordings of courtroom examinations in English and their interpretations into Mandarin Chinese were initially transcribed using voice recognition software. The machine transcriptions were further checked by the researcher to ensure the accuracy of transcriptions.

4. The Data

The data reported in this article involved 4,615 questions, including 2,350 questions in English and 2,265 interpretations of these questions into Mandarin Chine. By type of courtroom examination, 1,250 English questions and 1,225 Mandarin Chinese interpretations were found in cross-examination questions; and 1,100 English and 1,034 Mandarin Chinese interpretations were found in examination-in-chief questions, as shown in Table 5 below.

Table 5. Questions in total

Questions	**English in the original utterances**	**Mandarin in the interpretations**
Examination-in-chief	1,250	1,225
Cross-examination	1,100	1,034
Total	2,350	2,265

The numbers in Table 5 indicate that original questions in English were omitted in the Mandarin Chinese interpretations during examination-in-chief and cross-examination. Therefore, it is deemed necessary for future court interpreters working in remote settings to understand how questions are phrased, particularly what is the most prevailing question type in examination-in-chief and cross-examination for better accuracy. With this aim in mind, the following sections are dedicated to discussing question types in English to inform future pedagogical practice.

5. Results and Discussions

5.1 Question Types in the Source Language

As discussed earlier, it is unveiled that the type of question was related to the type of examination. The distributions of question types in the examination-in-chief and the cross-examination with their occurrences are shown in Table 6 below.

Table 6. Question types in the original speech

Type	Sub-category	Examination-in-chief	Cross-examination
Interrogatives (1550)	Modal interrogatives	100	100
	Wh- interrogatives	750	250
	Forced choice interrogatives	0	0
	Polar interrogatives	300	50
Imperatives (50)	Imperatives with politeness markers	50	0
	Imperatives without politeness markers	0	0
Declaratives (700)	Positive or negative declaratives	0	0
	Reported speech declaratives	0	100
	Positive declaratives rising intonation	0	50
	Negative declaratives rising intonation	0	50
	Positive declaratives with positive ratification tag	50	50
	Positive declaratives with negative ratification tag	0	0
	Positive declaratives with positive tag	0	0
	Positive declaratives with negative tag	0	150
	Negative declaratives with positive tag	0	100
	"I put it to you" declarative	0	200
Total	2,350	1,250	1,100

In Table 6, among a total of 2,350 questions in English during examination-in-chief and cross-examination, the most prevailing question type is interrogatives, accounting for 1,550 (65.96%) , followed by declaratives amounting to 700 (29.79%) and imperatives, accounting for 50 (4.25%).

5.2 Question Types by Type of Examination

Among a total of 1,250 English questions asked in the examination-in-chief, the most prevalent question type, as shown in Table 7, is interrogatives, accounting for 60%, followed by declaratives (36%) and imperatives (4%). In the sub-category of interrogatives, the most prevailing question type is Wh-interrogative. In the sub-category of declaratives, the top three question types are polar interrogatives with 300 (66.67%), modal interrogatives with 100 (22.22%), and imperatives with politeness markers with 50 (11.11%). In the sub-category of interrogatives, the prevailing question type is the positive declarative with the positive ratification tag.

Table 7. The distribution of question types in the examination-in-chief by occurrence

Type	**Sub-category**	**Examination-in-chief**
Interrogatives (1150)	Wh- interrogatives	750
	Polar interrogatives	300
	Modal interrogatives	100
Imperatives (50)	Imperatives with politeness markers	50
Declaratives (50)	Positive declaratives with positive ratification tag	50
Total		1,250

In Table 8, among a total of 1,100 English questions asked in the cross-examination, the most prevalent question type is the declarative with 700 (56%), followed by the interrogative with 400 (44%). In the sub-category of declaratives, out of the 700 declaratives, the dominant question type is the "I put it to you" declaratives with 200 (28.57%), followed by positive declaratives with a negative tag reporting 150 (21.42%), reported speech declaratives with 150 (21.43%), negative declaratives with positive tags with 100 (14.29%), and equal numbers of declaratives such as positive declaratives rising intonation, negative declaratives rising intonation, and positive declaratives with positive ratification tag. In the sub-category of interrogatives, out of the 400 interrogatives, the top three question types are Wh-interrogatives with 250 (62.5%), modal interrogatives with 100 (25%), and polar interrogatives with 50 (12.5%).

Table 8. The distribution of question types in the cross-examination by occurrence

Type	**Sub-category**	**Cross-examination**
Interrogatives (400)	Wh- interrogatives	250
	Modal interrogatives	100
	Polar interrogatives	50
Declaratives (700)	"I put it to you" declaratives	200
	Reported speech declaratives	100
	Positive declaratives rising intonation	50
	Negative declaratives rising intonation	50
	Positive declaratives with positive ratification tag	50
	Positive declaratives with negative tag	150
	Negative declaratives with positive tag	100
	Total	1,150

5.3 Question Types by Order of Occurrence

The distribution of question types in the examination-in-chief and the cross-examination with their frequencies and percentages are shown in Table 9 by order of occurrence. The data have revealed two main findings: (1) the most commonly used type of question in both examination-in-chief and cross-examination is the Wh-interrogatives, as it presented the lawyer with more agency to maintain complete control of the evidence obtained from the witnesses, (2) question types differ according to the type of examination.

It is also unveiled that there is no one-to-one correspondence of question type in cross-examination and examination-in-chief. In the examination-in-chief, the predominant type of question is interrogative, whereas that in the cross-examination is declaratives, particularly the high frequency of the "I put it to you" declaratives employed by the crown prosecutor to impose more power and exert more control. In the cross-examination, some of the more aggressive or controlling types of questions are deemed insignificant by the interpreters, such as "I put it to you that" declaratives, reported speech declaratives, positive declaratives rising intonation, negative declaratives rising intonation, positive declaratives with positive ratification tag, positive declaratives with negative tag, and negative declaratives with positive tag.

Table 9. Question types in English by order of occurrence

Examination-in-chief questions	**Cross-examination questions**
1.Wh- Interrogative = 750 (60%) 2.Polar interrogatives = 300 (24%) 3.Modal interrogatives = 100 (8%) 4.Imperatives with politeness markers = 50 (4%) 5.Positive declaratives with positive ratification tag =50 (4%)	1.Wh- interrogatives = 250 (21.74%) 2."I put it to you" declarative = 200 (17.39%) 3.Positive declaratives with negative tag = 150 (13.04%) 4.Modal interrogatives = 100 (8.70%) 5.Reported speech declaratives = 100 (8.70%) 6.Negative declaratives with positive tag = 100 (8.70%) 7.Polar interrogatives = 50 (4.35%) 8.Positive declaratives rising intonation = 50 (4.35%) 9.Negative declaratives rising intonation = 50 (4.35%) 10.Positive declaratives with positive ratification tag = 50 (4.35%)
Total = 1,250	Total = 1,150

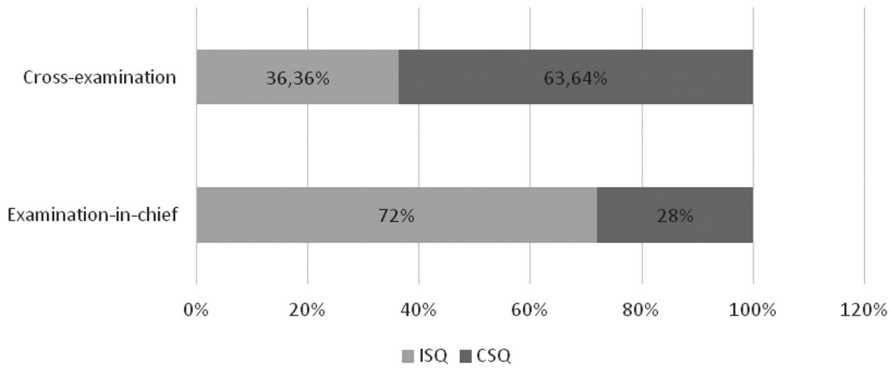
On the one hand, declaratives with tags generally comprise a very small percentage (4%) of the questions in examination-in-chief, while these in the cross-examination amount to a more noticeable percentage of 26.09%. On the other hand, some of the types that appeared in high percentages in the examination-in-chief, either have lower occurrences in the cross-examination or are hardly featured at all. For example, polar interrogatives form 24% of examination-in-chief questions and only 4.35% of cross-examination questions.

5.4 Question Types and Pragmatic Considerations

According to the taxonomy of questions introduced at the beginning of this chapter, questions are grouped into two broad categories, Information Seeking Questions (ISQ) and Confirmation Seeking Questions (CSQ), and the difference between examination-in-chief and cross-examination became more apparent. As shown in Figure 1 below, the great majority of questions in the examination-in-chief (72%) is ISQ, seeking information rather than providing it, with only 28% being CSQ. By contrast, in the cross-examination, 63.64% are CSQ and 36.36%, ISQ (700 vs. 400). Although ISQ comprises the majority of questions in the examination-in-chief, CSQ is more apparent in the cross-examination.

The findings are consistent with Hale (2004/2010), as the prevailing rules of evidence in the common law courtroom that limited the use of leading questions in the examination-in-chief, but permitted their use in the cross-examination.

Figure 1. The distribution of information- and confirmation-seeking questions



The discussions above also indicate that different question types carried varying pragmatic functions. In terms of pragmatic functions, three major characteristics are found in the data: level of control, tone, and illocutionary point and force. The level of control describes the constraining effect a question could have on the respondents by limiting the choice of expected answers. The tone refers to the level of politeness associated with questions, as reflected by prosodic features in the data. The illocutionary point refers to the propositional content of a speech act, such as requests, commands, and suggestions. The illocutionary force portrays the strength of the utterance, depending on the lexical choice, the tenor of the situation, the power status of the speaker in relation to the hearer, and the availability of extralinguistic institutional resources for the utterances.

From the data, the questions used by the examination-in-chief were less coercive, with a friendlier tone to achieve the cooperation of the witness, as compared with a more antagonising tone and an aggressive force to confront the witness in the cross-examination.

6. Conclusion

The present study reports initial findings from a larger experiment research that assesses the accuracy of courtroom interpreting in remote settings. As a matter of access and equity, the accuracy of court interpreting in remote settings is of

paramount importance. In the adversarial courtroom, questions are not merely questions. They are often found to carry strategic functions to attain a favorable representation of facts for a more desirable outcome. However, regardless of such significance, question are frequently omitted or mistranslated by interpreters. Thus, it is considered necessary to understand how courtroom questions are phrases in remote settings in order to prepare future court interpreters who will work in remote settings with better accuracy while rendering different types of questions from English into Mandarin Chinese.

With regards to the importance of the strategic use of questions in courtroom, this article concentrates on the analysis of question types in English based on Hale (2004/2010)'s taxonomy. In particular, this study intends to address two questions: (1) what is the pattern of courtroom questions found in the English language during the remote interpreting? and (2) what is the prevalent type of question in the examination-in-chief and in the cross-examination respectively?

In response to the first question, our data have revealed that imperative, interrogative, and declarative are the most prevailing question types in English. In response to the second question, our data have indicated that (1) the interrogative question is a prevailing choice of question form in the examination-in-chief, as it invited an open statement that positioned the lawyer in control of the flow of the information; and (2) the declarative with or without tags is a preferred option in the cross-examination. From the currently available data, it seems to suggest that the pattern of questions in remote settings is the same as that in face-to-face settings.

Regarding the pragmatic function, it differs according to a wide range of factors, including the intention of the speaker, the level of control, the tone of voice, and the illocutionary point and force. In regards to the illocutionary force and the force, questions used in the cross-examination are generally more coercive, controlling and confrontational, as compared with less constraining or aggressive questions found in the examination-in-chief. From the data, it is found that questions initiated by the examiner-in-chief are sought to present a favourable and convincing version of facts from the interrogative side in a non-confrontational way that invites open narratives from the witnesses, whereas the questions used by the cross-examiner are aimed at challenging the evidence already provided by the witnesses and even discrediting the witnesses to weaken the case presented by the opposing side.

It has been thus argued that the choice of questions and the questioning strategy and techniques used at the disposal of counsels may have implications for the judicial outcomes in the adversarial courtrooms of common law coun-

tries, as oral evidence is primarily presented in the form of questions initiated by counsels to elicit desirable answers from the respondents in the courtrooms. Therefore, it is deemed important to raise the interpreters' awareness of the type of questions used in the courtroom for better accuracy in remote settings.

However, due to the limited scope of this article, this article only reports initial findings from original English question data. Follow-up research is required to further compare the original questions with their interpretations. Such research can be particularly helpful in the specialised training practice of court interpreters in remote settings with regard to the awareness of linguistic and cultural differences that may implicate the interpreters' efforts to attain pragmatic equivalents of courtroom questions. Moreover, with more available data in further analyses, more insights from data analyses will become available. For example, triangulated findings from questionnaire and interpreting performance data may add more interesting insights into the accuracy of interpretations of question types and other stylistic features embedded in courtroom questions and answers in remote settings (see other survey-based studies, Yi 2022).

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BIBLIOGRAPHY

Angermeyer, P.S. (2015). *Speak English or What?: Codeswitching and Interpreter Use in New York City Courts*. Oxford/New York: Oxford University Press.

Berk-Seligson, S. (2002/2017). *The Bilingual Courtroom: Court Interpreters in the Judicial Process*. Chicago, IL: University of Chicago Press.

Berk-Seligson, S. (2009). *Coerced Confessions: The Discourse of Bilingual Police Interrogations*. Berlin: De Gruyter.

Berk-Seligson, S. (2012). "Linguistic Issues in Courtroom Interpretation", in Solan, Lawrence M., Tiersma, Peter M. (eds), *The Oxford Handbook of Language and Law*. Oxford/New York: Oxford University Press, 421-434.

Biernacka, A. (2019). *Interpreter-Mediated Interactions of the Courtroom : A Naturally Occurring Data Based Study*. Berlin: Peter Lang.

Braun, S. (2013). "Keep your distance? Remote interpreting in legal proceedings: A critical assessment of a growing practice". *Interpreting 15* (2), 200-228. DOI: 10.1075/intp.15.2.03bra

Braun, S. (2016). "The European AVIDICUS projects: Collaborating to assess the viability of video-mediated interpreting in legal proceedings". *European Journal of Applied Linguistics 4* (1), 173-80. DOI: 10.1515/eujal-2016-0002

Braun, S. (2017). "What a micro-analytical investigation of additions and expansions in remote interpreting can tell us about interpreters' participation in a shared virtual space". *Journal of Pragmatics 107*, 165-177. DOI: 10.1016/j.pragma.2016.09.011

Braun, S. (2018). "Video-mediated interpreting in legal settings in England: Interpreters' perceptions in their sociopolitical context. Translation and Interpreting Studies". *The Journal of the American Translation and Interpreting Studies Association 13*(3), 393-420. DOI: 10.1075/tis.00022.bra

Braun, S. (2019). "Technology and Interpreting", in M. O'Hagan (ed.), *The Routledge Handbook of Translation and Technology*. New York: Routledge, 271-288.

Braun, S. (2020). "You are Just a Disembodied Voice Really: Perceptions of Video Remote Interpreting by Legal Interpreters and Police Officers", in H. Salaets, G. Brone (eds), *Linking up with video: Perspectives on Interpreting Practice and Research*. Amsterdam: John Benjamins, 47-78.

Braun, S., Davitti, E., Dicerto, S. (2018). "Video-Mediated Interpreting in Legal Settings: Assessing the Implementation", in J. Napier, R. Skinner, S. Braun (eds), *Here or There: Research on Interpreting Via Video Link*. Washington D.C.: Gallaudet University Press, 144-180.

Braun, S., Taylor, J. (2012). *Videoconference and Remote Interpreting in Legal Proceedings*. Cambridge: Intersentia.

Brunson, J. L. (2022). *Legal Interpreting: Teaching, Research, and Practice.* Washington D.C.: Gallaudet University Press.

Charrow, V. R., Crandall, J. A., Charrow, R. P. (2015). "Characteristics and Functions of Legal Language", in Charrow, Veda R., Crandall, Jo Ann, Charrow, Robert P. (eds), *Sublanguage.* De Gruyter, 175-190.

Coulthard, M. (2017). *An Introduction to Forensic Linguistics: Language in Evidence* (2nd Edition). Oxon/New York: Routledge.

Doty, K. (2010). "Courtroom Discourse", in Jucker, Andreas H., Taavitsainen, Irma (eds), *The Handbook of Historical Pragmatics*. De Gruyter Mouton, 621-650.

Finkelstein, R. (2011). "The adversarial system and the search for truth". *Monash University Law Review 37*(1), 135-144.

Gibbons, J. (2003). *Forensic Linguistics: An Introduction to Language in the Justice System*. Oxford: Blackwell.

Halliday, M.A.K. and Matthiessen, Christian M.I.M. (2014). *Halliday's Introduction to Functional Grammar*. Oxon/New York: Routledge.

Hale, S. B. (2004/2010). *The Discourse of Court Interpreting: Discourse Practices of the Law, the Witness, and the Interpreter*. Amsterdam/Philadelphia: John Benjamins Publishing Company.

Hale, S. (2001) "How are Courtroom Questions Interpreted?.", in Mason I. (eds) *Triadic Exchanges: Studies in Dialogue Interpreting*. Manchester, UK: St. Jerome Publishing, 20-50.

Hale, S., Martschuk, N., Ozolins, U., Stern, L. (2017). "The effect of interpreting modes on witness credibility assessments". *Interpreting 19*(1), 69-96. DOI: 10.1075/intp.19.1.04hal

Hale, S., Goodman-Delahunty, J., Martschuk, N., Lim, J. (2022). "Does interpreter location make a difference? A study of remote vs face-to-face interpreting in simulated police interviews". *Interpreting 24*(2), 221-253. DOI: intp.00077.hal

Harris, S. (1995). "Pragmatics and power". *Journal of Pragmatics*, *23*(2), 117-135.

Jacobsen, B. (2003). "Pragmatics in Court Interpreting", in Brunette, L. , Bastin, I. Clarke, H. (eds), *The Critical Link 3: Interpreters in the Community*. Amsterdam/Philadelphia: John Benjamins Publishing Company, 223–238.

Jacobsen, B. (2004). "Pragmatic meaning in court interpreting: An empirical study of additions in consecutively-interpreted question-answer dialogues". *International Journal of Speech, Language and the Law 11* (1), 165–169. DOI: 10.1558/ijsll.v11i1.165

Jacobsen, B. (2008). "Interactional pragmatics and court interpreting: An analysis of face". *Interpreting 10*(1), 128-158. DOI: 10.1075/intp.10.1.08jac

Jacobsen, B. (2012). "The significance of interpreting modes for question–answer dialogues in court interpreting". *Interpreting 14*(2), 217 - 241. DOI: 10.1075/intp.14.2.05jac

Jolowicz, J. A. (2003). "Adversarial and inquisitorial models of civil procedure". *International & Comparative Law Quarterly 52*(2), 281-295.

Koppen, P.J., Penrod, S.D. (2003). "Adversarial or Inquisitorial", in Koppen, P.J., Penrod, S.D. (eds), *Adversarial versus Inquisitorial Justice: Psychological Perspectives on Criminal Justice Systems*. Boston, MA: Springer, 1-19.

Lee, J. (2009). "Interpreting inexplicit language during courtroom examination". *Applied Linguistics 30*(1), 93–114. DOI: 10.1093/applin/amn050

Lee, J. (2015). "Evaluation of court interpreting: A case study of metadiscourse in interpreter-mediated expert witness examinations". *Interpreting 17*(2), 167-194. DOI: 10.1075/intp.17.2.02lee

Liao, M. (2012). "Courtroom Discourse in China", in Solan, Lawrence M., Tiersma, Peter M. (eds), *The Oxford Handbook of Language and Law*. Oxford/New York: Oxford University Press, 395-407.

Liao, M. (2013). "Power in Interruption in Chinese Criminal Courtroom Discourse", In Williams, C., Tessuto, G. (eds), *Language in the Negotiation of Justice: Contexts, Issues and Applications*. Farnham: Ashgate Publishing, 33-48.

Liu, X. (2020). "Pragmalinguistic challenges for trainee interpreters in achieving accuracy". *Interpreting 22*(1), 87–116. DOI: 10.1075/intp.00035.liu

Loftus, E. F. (2019). "Eyewitness testimony". *Applied Cognitive Psychology 33*(4), 498-503.

Maley, Y., Fahey, R. (1991). "Presenting the evidence: constructions of reality in court". *International Journal for the Semiotics of Law 4*(1), 3-17.

Matoesian, G. (2005). "Nailing down an answer: participations of power in trial talk". *Discourse Studies 7* (6), 733–759. DOI: 0.1177/1461445605055424

Mikkelson, H. (2016). *Introduction to Court Interpreting*. Oxon/New York: Routledge.

Ng, E. N. (2018). *Common Law in an Uncommon Courtroom: Judicial Interpreting in Hong Kong* (Vol. 144). Philadelphia: John Benjamins Publishing Company.

Ng, E. (2022). "The right to a fair trial and the right to interpreting: A critical evaluation of the use of chuchotage in court interpreting". *Interpreting*. Article in Press. DOI: 10.1075/intp.00082.ng

Nordquist, R. (2020). "An Introduction to Declarative Questions". Retrieved from www.thoughtco.com/what-is-a-declarative-question-1690372. Accessed on 7 August 2022.

O'Barr, W. M. (2014). *Linguistic Evidence: Language, Power, and Strategy in the Courtroom (Reprint)*. San Diego/London: Academic Press.

Searle, J. (1990). "A Classification of Illocutionary Acts", in Carbaugh, D. (ed.), *Cultural Communication and Intercultural Contact*. New Jersey: Lawrence Erlbaum Associates, 349-372.

Shi, G. (2011). "A critical analysis of Chinese courtroom discourse". *The International Journal of Speech, Language and the Law 18*(1), 157–160. DOI: 10.1558/ijsll.v18i1.157

Shi, G. (2018). "An analysis of attitude in Chinese courtroom discourse". *Poznan Studies in Contemporary Linguistics 54*(1), 147–174. DOI: 10.1515/psicl-2018-0005

Solan, L. M. (2020). "The Forensic Linguist: The Expert Linguist Meets the Adversarial System", in Coulthard, M., May, A., Sousa-Silva, R. (eds), *The Routledge Handbook of Forensic Linguistics (2nd Edition)*. Oxon/New York: Routledge, 423-436.

Spronck, S., Nikitina, T. (2019). "Reported speech forms a dedicated syntactic domain". *Linguistic Typology 23*(1), 119-159. DOI: 10.1515/lingty-2019-0005

Stern, L. (2011). "Courtroom Interpreting", in Malmkjær, K. and Windle, K. (eds), *The Oxford Handbook of Translation Studies*. Oxford: Oxford University Press, 325-342.

Stern, L. (2018). "Legal Interpreting in Domestic and International Courts", in Creese, A., Blackledge, A. (eds), *The Routledge Handbook of Language and Superdiversity*. Oxon/New York: Routledge, 396-410.

Stern, L. & Liu, X. (2019). "Ensuring interpreting quality in legal and courtroom settings: Australian language service providers' perspectives on their role". *Journal of Specialised Translation 32*(1), 90-120. DOI: 10.1080/1750399X.2018.1501649

Stygall, G. (2012). "Discourse in the US Courtroom". In Solan, Lawrence M., Tiersma, Peter M. (eds.), *The Oxford Handbook of Language and Law*. Oxford/New York: Oxford University Press, 369-380.

Tajeddin, Z., Pezeshki, M. (2014). "Acquisition of politeness markers in an EFL context: impact of input enhancement and output tasks". *RELC Journal 45*(3), 269–286. DOI: 10.1177/0033688214555357

Wadensjö, C. (2001). "Approaching Interpreting Through Discourse Analysis", in Gile, D., Dam, Helle V., Dubslaff, F., Martinsen, B. and Schjoldager, A. (eds), *Getting Started in Interpreting Research: Methodological Reflections, Personal Accounts and Advice for Beginners*. Amsterdam: John Benjamins Publishing Company, 185-198.

Wadensjö, C. (1998/2013). *Interpreting as Interaction*. Oxon/New York: Routledge.

Wagner, A., Cheng, L. (2011). *Exploring Courtroom Discourse: The Language of Power and Control*. Farnham: Ashgate Publishing.

Woodbury, H. (1984). "The strategic use of questions in court". *Semiotica 48*, 197-228.

Xu, H., Hale, S., Stern, L. (2020). "Telephone interpreting in lawyer-client interviews: An observational study". *The International Journal for Translation and Interpreting Research 12* (1), 18-36. DOI: 10.12807/ti.112201.2020.a02

Yi, R. (2022). "Does style matter in remote interpreting: a survey study of professional court interpreters in Australia". *International Journal of Translation and Interpretation Studies 2*(1), 48-59. DOI: 10.32996/ijtis.2022.2.1.7

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Why can plain English in contracts cause difficulties in translation into Polish?

Summary: Plain English has had a long history and considerable success, including in legal texts. In contrast, plain Polish is a relatively new phenomenon. Even though in Poland discussions about text readability started the 1960s, it was not until the 2010s that plain language started to appear in communication of governmental agencies, local authorities, banks, etc. A corresponding plain language of contracts has only started to emerge. Thus, translating contracts from plain English into Polish can prove no less difficult than translating from legalese, as confirmed by the author's didactic work with translation trainees. Difficulties are caused by the use pronouns to refer to parties to the contract, finite verbs forms in contract headings, simple syntax (short sentences), and by legal terminology being replaced by or mixed with more colloquial expressions. These features are rare in Polish contracts and the few available plain Polish contracts do not provide much reference material. Examples of difficulties from a standard contract of supply used in training are provided and temporary strategies of dealing with them suggested. Until plain Polish contracts become more widespread, possible strategies include using names of parties as defined by the Polish Civil Code for particular contract types, avoiding very complex syntax, especially by replacing the abundance of nominalizations with verb phrases (with the exception of headings), and cautiously paraphrasing terminology. Translators should also follow the developments in plain Polish, while paraphrasing exercises are necessary in translator training.

Keywords: plain language, contracts, legal language, paraphrasing, readability measures

1. Introduction

This article discusses the difficulties of English-Polish contract translation caused by the use of plain English. It argues that translating it into a target legal culture where plain language contracts are only beginning to appear may cause difficulties in target text production. This is not a problem typically associated with legal translation, where discussions often concern legal terminology and the difficulties caused by lack of correspondence between legal concepts from various legal cultures (e.g., Gościński 2019: 164-169; Šarčević 1997: 237-239). Lack of equivalence between the so-called system-bound terms forces legal translators to employ various compensatory techniques (Gościński 2019: 164-169; Šarčević 1997: 250-264) and methods from the field of comparative law (Prieto Ramos 2014: 267-268; Engberg 2013: 10-18; Šarčević 1997: 114, 235).

The typical features of traditional English legal language (legalese) include the presence of Latinisms, terms of French or Norman origin, formal register, archaic expressions, doublets or even triplets of near synonyms, many performative verbs, but also euphemisms and colloquialisms (Alcaraz Varó & Hughes 2002: 4-14). The syntax of legal English is often complex, with long sentences, frequent restrictive connectors, passive constructions and conditionals (Alcaraz Varó & Hughes 2002: 18-21), as well as embeddings, complex noun phrases, strings of nouns, complex prepositions, qualificational insertions or (multiple) negatives (Jopek-Bosiacka 2010: 63-72). Centre-embeddings and low-frequency vocabulary were found to be the top features making processing (especially recall) of contracts difficult (Martínez et al. 2022: 6). Meanwhile, the basic idea behind plain language is to remove such features to make texts more accessible.

To set the scene, the history of plain language in the UK, the US and Poland is briefly presented. Then, samples of English and Polish contracts and their readability measures are discussed. The following section contains examples of translation difficulties from a plain English contract and suggests possible solutions. The conclusion is that plain English contracts force translators to perform intralingual translation (change of register) on top of interlingual translation into Polish. Translators should follow the advances of plain legal Polish to keep up with the changes of language acceptable in contracts.

2. Plain English and plain Polish so far

2.1. The United Kingdom

Winston Churchill is credited with the first plea for plain language in the UK. In his famous "Brevity" memo dated 9 August 1940 (during the Battle of Britain) he explained: "[t]o do our work, we all have to read a mass of papers. Nearly all of them are far too long. This wastes time, while energy has to be spent in looking for the essential points". The advice he gave in the memo was: stating the main points in a series of short paragraphs, with supplementing information provided in appendices, and leaving out long "woolly phrases" (or "officialese jargon") or replacing them with single words or conversational language. Concluding, Churchill expressed the belief that "the discipline of setting out the real points concisely will prove an aid to clearer thinking".[1]

In the 1970s, the initiative of writing in plain language was picked up by some UK local newspapers. In 1979, Chrissie Maher, a former editor of one of such newspapers, who became a Member of Parliament by that time, launched the Plain English Campaign (PEC). In the 1980s, the PEC started providing editing services and granting awards to companies using plain language, while the government conducted the first review of official forms (making immediate savings). *Small Print* report, which analysed the language of contracts and suggested ways to simplify it, followed in 1983. The language of civil procedure was significantly simplified as part of Lord Woolf's reform in the late 1990s. Soon afterwards, Lord Auld's review (2001) led to the conclusion that plain English should also be used in criminal courts, while the Law Society for the first time obliged solicitors to make "every effort to explain things clearly, and in terms [clients] can understand, keeping jargon to a minimum".[2,3] With more than 2,000 organisations holding awards for the clarity of their communication, with a broad offering of practical guides, training courses and even a translation service from six languages, including Polish,[4] plain English can be considered well established in the UK.

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[1] https://policymemos.hks.harvard.edu/files/policymemos/files/churchill_memo_on_brevity.pdf?m=1602679032 [access 30 April 2022]. Interestingly, Churchill repeated his call for brevity in 1951: https://blog.nationalarchives.gov.uk/churchills-call-for-brevity/ [access 30 Apr. 2022].

[2] For full timeline, see: http://www.plainenglish.co.uk/about-us/history/timeline.html [access 30 Apr. 2022].

[3] The Law Society's Code of Conduct now provides: "You give clients information in a way they can understand" (https://www.sra.org.uk/solicitors/standards-regulations/code-conduct-solicitors/) [access 30 Apr. 2022].

[4] Translation service offered by PEC (http://www.plainenglish.co.uk) [access 30 Apr. 2022].

2.2. The United States

The first published style manual advocating the use of plain English in the US administration was *Gobbledygook Has Gotta Go* (O'Hayre 1966).[5] In the 1970s, Presidents Nixon and Carter issued the first orders requesting certain documents to be written in plain language. Despite their rescission by Ronald Reagan, in the 1980s, some agencies decided to rewrite their rules in plain language, certain states passed plain language laws, while law professors started promoting this way of writing as opposed to legalese. The savings to be made on clear communication were quickly confirmed by Citibank, whose simplified promissory note allegedly reduced the amount of litigation.

In 1998, President Clinton directed all federal agencies to use plain language in new regulations. In the memorandum introducing the requirement, he briefly stated the aim and offered a definition of plain language: "[b]y using plain language, we send a clear message about what the Government is doing, what it requires, and what services it offers […] Plain language documents have logical organization; common, everyday words, except for necessary technical terms; 'you' and other pronouns; the active voice; and short sentences."[6] From that moment on we can speak of a "snowball effect", with subsequent initiatives, such as the Securities and Exchange Commission's *A Plain English Handbook*.[7]

This requirement became law during President Obama's first term. The Plain Writing Act aims to "improve the effectiveness and accountability of Federal agencies to the public by promoting clear Government communication that the public can understand and use" (Public Law 111-274, s. 2). It defines plain language as "writing that is clear, concise, well-organized, and follows other best practices appropriate to the subject or field and intended audience" (Public Law 111-274, s. 3.3). The short law is supplemented by more detailed Federal Plain Language Guidelines. In addition to principles mentioned in President Clinton's memorandum, the guidelines call for avoiding nominalisations or double negations, omitting unnecessary words, using *must* to indicate requirements, choosing words based on audience orientation, organising documents into short sections with many headings, etc. (PLAIN 2011). Several Executive Orders (12866, 12988, and 13563) require plain or clear language in legislation,

[5] https://www.governmentattic.org/15docs/Gobbledygook_Has_Gotta_Go_1966.pdf [access 30 Apr. 2022]

[6] Cited after the National Conference of State Legislatures' timeline of US plain language initiatives: https://www.ncsl.org/Portals/1/Documents/lsss/PlainLangTimeline.pdf [access 30 Apr. 2022]

[7] https://www.sec.gov/pdf/handbook.pdf [access 30 Apr. 2022]

while others (e.g., 14801) require providing plain-language information in reports or on websites. Even though some Executive Orders fail to meet plain language requirements (Temin 2021), a clear trend has been observed for presidential State of the Union speeches to be made in increasingly simple language (O'Kruk 2022).

2.3. Poland

In Poland, the efforts aimed at simplifying language came from the academia. Walery Pisarek started discussion on the topic of text readability[8] in the 1960s and developed an index, based on sentence length and the percentage of words with four or more syllables (Gruszczyński et al. 2015b: 13). Yet it was not until the 2010s that Pisarek's formula was empirically tested, its validity confirmed (Gruszczyński et al. 2105b: 446) and the first IT tool using this formula: *Jasnopis*, was developed (Gruszczyński et al. 2015a).

In 2010, an academic unit dealing specifically with plain Polish was established: the Plain Polish Lab (PPL) at the University of Wrocław. The PPL defined the plain language as: "a manner of text organization that allows an average citizen to quickly access the information it contains, understand it better and – where necessary – act efficiently on its basis" (Piekot et al. 2019: 199, own translation). It developed more detailed recommendations for the lexis, syntax, text segmentation and organisation, as well as its presentation (Zarzeczny, Piekot 2017: 15). The Lab has prepared a number of reports analysing the language of official communication with citizens and has simplified official documents. It was invited to simplify the language used by banks, insurers and other companies. Its head, Tomasz Piekot, is also responsible for another IT tool: *Logios*. The PPL was also the first to deal with legal language: it helped prepare the first plain Polish contracts used by banks (a sample is presented in section 3.3), and published the first plain Polish loan agreement between individuals (Gwardecki 2020). More recently, classes on plain language in legal documents were included in Legal Design studies and a plain Polish dictionary for lawyers is being created. In 2023, recommendations for simplifying contracts are expected.[9]

The fact that legal language is being addressed is significant, because for decades discussion was ongoing whether legislation could be made more readable and, most importantly, whether clarity would not come at the expense of precision (Andruszkiewicz 2018; 9-15; Zych 2016: 65-68). Although the

[8] Focusing on the language of the media.

[9] https://www.linkedin.com/in/tomaszpiekot/recent-activity/shares/ [access 28 Nov. 2022]

Principles of Legislative Technique[10] require clear, communicative and adequate language in legislation, assessment is left to the drafters and there is no legal requirement to communicate clearly comparable with the US Plain Writing Act. Still, the Act on Consumer Rights requires providing customers with certain information and standard forms in plain language (in the Act's Schedule). Obstacles in the way of plain language included also the vague and relative nature of the notion of plain Polish, frequent connotations with oversimplification, and writers' linguistic habits (Hebal-Jezierska 2019: 18). However, similar arguments were once raised in English-speaking countries (Felsenfeld 1981; Kimble 2016). But practitioners point out that a more understandable contract is also safer, because parties know better how they are supposed to behave, while in case of disputes contracts are often interpreted by referring to parties' intentions, rather than the wording used.[11]

3. Samples of contracts in English and in Polish

3.1. Plain legal English

Joseph Kimble, an advocate of plain English, describes the traditional legal style as "a stew of all the worst faults of formal and official prose, seasoned with the peculiar expressions and mannerisms that lawyers perpetuate" (2006: xi). Specifically, he argues that legal vocabulary is "archaic and inflated" (doublets, multi-word prepositions, jargon), the sentences long, often passivised, with abstract nouns and the verb "delay[ed] by putting lists of items in the subject or by embedding clauses between the main subject and verb". He also criticises overall text organisation: long paragraphs, lack of logical order, poor use of summaries, as well as redundancy and ambiguity (Kimble 2006: xi-xii).

Kimble suggests, for instance, changing passages such as:

> If any term, provision, Section, or portion of this Agreement, or the application thereof to any person, place, or circumstance, shall be held to be invalid, void, or unenforceable by a court of competent jurisdiction, the remaining terms, provisions, Sections, and portions of this Agreement shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

into:

[10] Rozporządzenie Prezesa Rady Ministrów w sprawie „Zasad techniki prawodawczej", https://isap.sejm.gov.pl/isap.nsf/download.xsp/WDU20160000283/O/D20160283.pdf [access 30 Apr. 2022]

[11] https://ejkancelaria.pl/prosty-jezyk-w-umowie-to-mozliwe/ [access 9 Dec. 2022]

> If a court invalidates any portion of this agreement, the rest of it remains in effect. (Kimble 2006: xiii-xiv)

Plain legal English seeks to address these problems by better text organisation (lists, headings), but also lexical and stylistic changes such as:

- Replacing low-frequency and foreign terms with more everyday vocabulary whenever possible, though considering the need to distinguish between similar terms, the doctrine of precedent, with judgments made in the past still cited, and the fact that some older legislation is still in use;
- Eliminating unnecessary words;
- Making sentences shorter and more manageable;
- Using fewer passive constructions and nominalizations (Williams 2004: 117-123);
- Keeping subject, verb, and object close together;
- Not placing the main clause at the end of sentence;
- Using positive, not negative, statements (Kimble 2007).

3.2. Samples of English contracts and their readability indices

The following samples[12] come from two English contracts I use in the contract translation module at the Interdisciplinary Postgraduate Studies in Translation and Interpreting at the University of Warsaw. Sample 1 is from a translation agreement, in a style closer to legalese, as confirmed, e.g., by the use of *shall*, pronominal adverbs *hereunder* and *thereof*, doublets or triplets (*supersedes and revokes*, *validity, force and effect*) and low-frequency vocabulary (*effects, furthermore, without prejudice to*). Sample 2 comes from a contract of supply, written in plainer language, with *should* and *must* instead of *shall*, pronoun *you* denoting one of the parties and certain everyday expressions (*change your mind*, *chase payments*, *affect rights*). Importantly, neither Sample 1 can be considered to represent pure legalese, nor is Sample 2 completely plain English, but they are closer to the respective extremes of a stylistic continuum.

Both samples were analysed in terms of comparable readability measures developed for English:

- Gunning Fog index, based on average sentence length and percentage of hard words; the higher the value, the more difficult the text (values above 12 mean that most people will find it hard to read);
- Flesch Reading Ease formula, based on average sentence length and average number of syllables per word and using a 0-100 scale; the higher

[12] All samples were 2,700+ characters with spaces, due to limitations of free readability tools.

Sample 1. Translation contract with features of legalese

10 TERM AND TERMINATION

10.1 This Agreement shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with its terms, for the Term, at the end of which it shall terminate automatically without notice.

10.2 Without prejudice to any right or remedy XXX may have against the Buyer for breach or non-performance of this Agreement, XXX shall have the right to terminate this Agreement by notice in writing to the Buyer with immediate effect if:

10.2.1 the Buyer does not pay XXX any payment due hereunder within 30 (thirty) days of the due date for such payment; or

10.2.2 the Buyer commits a material breach of any other term of this Agreement or, in the case of any such breach capable of remedy, fails to remedy or repeats such breach after receiving written notice from XXX to remedy it within a period of at least 30 (thirty) days; or

10.2.3 an order is made or resolution passed for the winding-up or bankruptcy of the Buyer, any distress or execution is levied on any of its property or effects, a receiver is appointed over any of its assets, the Buyer compounds or makes any voluntary arrangement with its creditors or any class thereof, or the Buyer is dissolved or otherwise ceases to exist, or such dissolution or ceasing to exist is imminent, or the Buyer ceases its usual business operations; or

10.2.4 there is a change of control of the Buyer.

10.3 On termination of this Agreement for whatever reason, all rights granted to the Buyer shall revert to XXX. Termination of this Agreement for whatever reason shall also be without prejudice to any claim XXX may have for damages or otherwise and without prejudice to any liabilities or obligations of the Buyer accruing up to the date of termination.

12 GENERAL

12.2 The Buyer shall not be entitled to assign or sub-contract all or part of this Agreement without the prior written consent of XXX.

12.4 This Agreement sets forth the entire agreement between the parties regarding the subject matter hereof and supersedes and revokes all prior discussions, arrangements and agreements written or oral relating thereto.

12.6 No failure or delay on the part of either party to exercise any right or remedy under this Agreement or any single or partial exercise of such right or remedy shall be construed as a waiver thereof.

12.9 This Agreement may be executed in any number of identical counterparts, each of which, when so executed and delivered, shall be deemed an original and all of which together shall constitute one and the same instrument.

Furthermore, each party agrees that signatures exchanged by facsimile, e-mail, or other digital or electronic means are intended to authenticate this Agreement and shall have the same validity, force and effect hereunder as manual signatures.

Source: own materials

Sample 2. Contract of supply with features of plain language

9. Cancelling if You Change Your Mind

9.1 You have the right to cancel the Delivery and claim a full refund without obligation at anytime until the Supplier has provided You or Xxx with a Delivery Date . Thereafter you have the right to cancel the Delivery and claim a full refund without obligation up to the greater of 48 hours or one full working day before the Delivery Date. Thereafter if you cancel the Delivery the Supplier reserves the right to charge a reasonable fee to cover costs incurred and lost profit and to deduct such a sum from the refund otherwise due to You.
9.2 If you are contracting as a consumer, you may give notice of your intention to return the Wood Pellets to the Supplier at any time within seven working days, beginning on the day after you received the Wood Pellets. In this case, you will receive a full refund of the price paid for the Wood Pellets provided you return the Wood Pellets to the Supplier as soon as reasonably practicable, and at your own cost. You have a legal obligation to take reasonable care of the Wood Pellets while they are in your possession. If You fail to comply with this obligation, Supplier may have a right of action against you for compensation. This provision does not affect your other statutory rights as a consumer.
9.3 Supplier has the right to cancel the Delivery at anytime without obligation other than in respect of the refund of the price paid by You.
9.4 Notice of cancellation can be provided by contacting XXX between Monday to Friday 8.30am to 4.30pm excluding major UK public holidays.

10. Changing the quantity of Wood Pellets ordered

10.1 If You wish to increase or decrease the amount of Wood Pellets ordered then such requests should be addressed via XXX

11. Payment

11.1 Payment must have been made prior to delivery via XXX unless otherwise agreed
11.2 Payments and refunds under this Contract of Supply will be processed by XXX unless otherwise agreed.
11.3 Payment will be deemed to have been received only after the payment has cleared into XXX's account
11.4 In the event that You do not pay any due sums via XXX, Supplier reserves the right to chase the payment directly. You may not withhold payment in the event of a dispute and any late payments may accrue interest and other charges in line with government late payment guidelines

12. Title and risk

12.1 The Wood Pellets will be your responsibility from the time of delivery.
12.2 Ownership of the Wood Pellets will only pass to you once payment has been made in full for the Delivery.

13. VAT

13.1 If accepting Wood Pellets at the reduced rate of VAT, it is Your responsibility to ensure that Your usage of Wood Pellets attracts the lower rate of VAT. You agree to pay any shortfall in payment if you accept this lower rate in error.

Source: own materials

the value, the easier the text is to read (values between 60 and 69 correspond to standard texts, while 30-49 range denotes difficult tests);
- Flesch Kincaid Grade Level and the Automated Readability Index both provide numbers that approximate the grade level needed to understand the text (readabilityformulas.com).

Table 1. Comparison between Sample 1 and Sample 2 in terms of readability indices, done with the help of freely available tools: WebFX.com/tools/read-able/ (WebFX) and readabilityformulas.com /free-readability-formula-tests.php (RF) [both accessed on 30 Apr. 2022].

Index or measure	***Sample 1***		***Sample 2***	
	WebFX	*RF*	*WebFX*	*RF*
Gunning Fog	14.2	14.1	9.3	9.3
Flesch Reading Ease	49.1	49.3	65.1	65.1
Flesch Kincaid Grade Level	11.5	11.4	7.8	7.8
Automated Readability Index	10.1	10.1	6.1	6.1
Complex words	18.00%	-	11.57%	-
Words with 3+ syllables	-	18%	-	12%
Average words per sentence	20.38	20	14.57	15
Average syllables per word	1.62	2	1.50	2
Readability consensus	Should be easily understood by persons aged 17-18	Reading level: difficult to read, reader's age: 15-17 yrs	Should be easily understood by persons aged 13-14	Reading level: standard/ average, reader's age: 12-14 yrs

Source: own compilation on the basis of WebFX and RF websites

Despite slight differences in measures results from the two websites are consistent. They show that Sample 1 is clearly less readable than Sample 2, which may confirm that Sample 2 is written in plainer language.

3.3. Samples of Polish contracts measured by *Jasnopis* and *Logios*

This subsection presents three samples of Polish contracts:
- contract of sale of real property prepared by a notary (Sample 3);
- template of residential lease (Sample 4);
- bank account contract prepared with the help of the PPL (Sample 5).

Sample 3 comes from a particularly difficult text. It consists of just a few complex sentences, with conditions or clarifications introduced in subordinate clauses. Interestingly, this is the kind of document which is usually sight-trans-

Sample 3. Contract of sale of real property

§ 6. 1. Nabywca wyraża zgodę oraz ustanawia swoimi pełnomocnikami Dewelopera oraz xxx i upoważnia każdego z pełnomocników do samodzielnego działania w zakresie:

a) zmiany wysokości udziału w Nieruchomości Wspólnej, związanego z własnością Lokalu i ustalenia nowej wysokości udziałów w Nieruchomości Wspólnej, w przypadku, gdy po zakończeniu Przedsięwzięcia Deweloperskiego, zmianie ulegnie łączna powierzchnia użytkowa wszystkich lokali i pomieszczeń przynależnych do lokali, przy czym powyższy udział zostanie w każdym przypadku ustalony zgodnie z przepisami ustawy o własności lokali; [...]

a w powyższym zakresie do reprezentowania mocodawcy wobec wszelkich władz, urzędów administracji państwowej i samorządowej, sądów wieczystoksięgowych, osób prawnych i fizycznych, składania wniosków, pism, podań i środków odwoławczych, składania i odbioru dokumentów, jak również do dokonywania wszelkich innych czynności prawnych i faktycznych niezbędnych dla realizacji celu niniejszego pełnomocnictwa;

Nabywca oświadcza, iż pełnomocnik – stosownie do treści art. 106 Kodeksu cywilnego – może ustanawiać dla Nabywcy dalszych pełnomocników w zakresie wszystkich lub niektórych czynności objętych niniejszym pełnomocnictwem (udzielanie substytucji), a ponadto może być drugą stroną czynności dokonywanych w imieniu i na rzecz Nabywcy oraz może reprezentować inne strony tych czynności; ponadto Nabywca zrzeka się prawa odwołania tego pełnomocnictwa oraz postanawia, że pełnomocnictwo to nie wygaśnie w okolicznościach, o których mowa w art. 101 § 2 Kodeksu cywilnego, przy czym pełnomocnictwo to wygaśnie z chwilą zbycia przez Dewelopera ostatniego lokalu wybudowanego w ramach Przedsięwzięcia Deweloperskiego.

W przypadku zbycia Lokalu stanowiącego przedmiot niniejszej umowy Nabywca zobowiązuje się wyjednać od kolejnego nabywcy tego Lokalu pełnomocnictwo o określonym wyżej zakresie.

2. Nabywca wyraża zgodę na prowadzenie przez Dewelopera robót budowlanych na Nieruchomości związanych z budową wszystkich zadań inwestycyjnych w ramach Przedsięwzięcia Deweloperskiego, w szczególności zdaje sobie sprawę z uciążliwości związanych z prowadzeniem w sąsiedztwie Lokalu prac budowlanych, z zachowaniem zasad ciszy nocnej. Nabywca zobowiązuje się nie ingerować w żaden sposób w proces budowlany oraz oświadcza, że nie będzie 14 podejmował działań prawnych i faktycznych, które mogłyby uniemożliwić Deweloperowi realizację kolejnych etapów Przedsięwzięcia Deweloperskiego, w szczególności Nabywca zobowiązuje się stosować się do wymaganych środków ostrożności, nie utrudniać prowadzenia robót budowlanych i nie korzystać z części Nieruchomości na których prowadzone są lub będą roboty budowlane do czasu ich zakończenia.

Source: own materials

Sample 4. Residential lease

§5

1. Najemca, poza zapłatą czynszu na rzecz Wynajmującego, obowiązany będzie dokonywać wszelkich opłat wynikających z eksploatacji mieszkania (opłaty za zużycie wody, energii elektrycznej, wywóz odpadów, etc).
2. Najemca, zgodnie z art. 681 KC, będzie na własny koszt dokonywał drobnych nakładów na rzecz lokalu mieszkalnego

§7

1. Wynajmujący zobowiązuje się przedstawiać Najemcy bieżące rachunki obejmujące opłaty eksploatacyjne, o których mowa w §5 w terminie co najmniej 7 dni przed terminem płatności.
2. Najemca zobowiązuje się przedstawiać Wynajmującemu w dniu terminu płatności, o których mowa w pkt. 1 tego paragrafu, dowody ich uiszczenia.

§8

Najemca nie ma prawa do podnajmowania mieszkania ani jego części osobom trzecim.

§9

O nadchodzącej na nazwisko Wynajmującego korespondencji i sprawach wymagających jego udziału Najemca będzie niezwłocznie informował Wynajmującego telefonicznie/mailowo/listownie/osobiście*.

§10

1. Najemca nie dokona żadnych zmian budowlanych w lokalu mieszkalnym bez uprzedniej zgody Wynajmującego. otrzymanej w formie pisemnej.
2. Nakłady poniesione przez Najemcę na trwałe ulepszenie lokalu mieszkalnego dokonane zgodnie z pkt 1 tego paragrafu zostaną mu zwrócone przez Wynajmującego w chwili rozwiązania/ustania umowy najmu.
3. Zwrot kosztów poniesionych na trwałe ulepszenie opisane w pkt 2 tego paragrafu nie zachodzi w oparciu o dowody kosztowe, a o wartość ulepszeń w momencie zakończenia umowy - ceny rynkowe.
4. Jeśli Wynajmujący nie wyraził zgody na dokonanie trwałych ulepszeń lokalu mieszkalnego przez Najemcę, może odmówić zwrotu kosztów poniesionych przez Najemcę na ich rzecz oraz zażądać przywrócenia lokalu do stanu pierwotnego, opisanego m.in. w §1 i §2 niniejszej umowy.

§11

Wynajmującemu przysługuje prawo wypowiedzenia umowy najmu z minimum miesięcznym wyprzedzeniem (liczonym od końca miesiąca kalendarzowego, w którym wypowiedzenie zostało dostarczone) w następujących wypadkach:

- jeżeli Najemca pomimo pisemnego upomnienia nadal używa lokalu w sposób sprzeczny z umową lub niezgodnie z jego przeznaczeniem lub zaniedbuje obowiązki, dopuszczając do powstawania szkód lub niszczy urządzenia przeznaczone do wspólnego korzystania przez mieszkańców albo wykracza w sposób rażący lub uporczywy przeciwko porządkowi domowemu, czyniąc uciążliwym korzystanie z innych lokali, lub
- jeżeli, pomimo pisemnego uprzedzenia o zamiarze wypowiedzenia umowy najmu i wyznaczenia dodatkowego terminu spłaty, Najemca zalega z płatnościami czynszu za przynajmniej 3 pełne okresy, lub
- jeżeli Najemca wynajął, podnajął albo oddał do bezpłatnego użytku lokal mieszkalny lub jego część osobom trzecim bez zgody Wynajmującego.

Source: www.poland-consult.com [access 30 Apr. 2022]

lated by sworn translators when foreigners buy real property in Poland. Noun phrases are fairly long (*czynności objęte niniejszym pełnomocnictwem*, *łączna powierzchnia użytkowa wszystkich lokali i pomieszczeń przynależnych do lokali*), verbs are in 3rd person, there are many deverbal nouns and a number of rare words are used (*ponadto*, *uciążliwości*, *wyjednać*, *zadanie inwestycyjne*).

Sample 5. Bank account contract in plain Polish

Końcowe postanowienia

52. To jest umowa ramowa zgodnie z ustawą z dnia 19 sierpnia 2011 r. o usługach płatniczych.
53. Porozumiewamy się z Tobą w języku polskim i stosujemy polskie prawo.
54. Wykorzystujemy do kontaktów z Tobą dane osobowe i kontaktowe, które nam podajesz w Karcie Klienta.
55. Jeśli zmienią się Twoje dane osobowe lub kontaktowe, powiadom nas o tym jak najszybciej.
56. Adresy naszych placówek oraz innych miejsc, w których prowadzimy działalność, znajdziesz:
    a) na naszej stronie internetowej,
    b) w naszych placówkach,
    c) w CA24 Infolinia.
57. Na Twój wniosek udostępnimy Ci bezpłatnie:
    a) umowę,
    b) dane kontaktowe naszych placówek.
    Przekażemy Ci je w postaci papierowej, e-mailem lub na innym trwałym nośniku informacji.
58. We wszystkich placówkach oraz na naszej stronie internetowej udostępniamy aktualnie obowiązujące dokumenty. Są to: dokument dotyczący opłat, słowniczek pojęć, regulamin, tabela opłat, tabela oprocentowania oraz tabela kursów walut.
59. Możesz korzystać z serwisów CA24, jeśli zawrzesz umowę CA24. Jeśli nie zawrzesz umowy CA24, możesz w CA24 Infolinia zlecać tylko wybrane operacje. Listę takich operacji znajdziesz na naszej stronie internetowej.
60. Możesz złożyć dyspozycję wkładem na wypadek śmierci. Możesz ją potem zmienić lub odwołać. Zasady składania tej dyspozycji znajdziesz w regulaminie.
61. Możesz składać reklamacje na zasadach, które określamy w regulaminie.
62. Odpowiadamy za skutki niewykonania lub nienależytego wykonania dyspozycji do wysokości szkody, jaką poniesiesz.
63. Możesz wystąpić z pozwem do właściwego sądu powszechnego.
64. Organy, które nadzorują naszą działalność, to:
    a) Komisja Nadzoru Finansowego,
    b) Rzecznik Finansowy,
    c) Generalny Inspektor Informacji Finansowej,
    d) Prezes Urzędu Ochrony Konkurencji i Konsumentów,
    e) Prezes Urzędu Ochrony Danych Osobowych,
    f) inne organy i instytucje, które w przyszłości mogą nadzorować naszą działalność.

Twoje oświadczenia

65. Oświadczasz, że przed zawarciem umowy przekazaliśmy Ci:
    a) Regulamin kont dla osób fizycznych,
    b) Tabelę opłat i prowizji kont dla osób fizycznych,
    c) Tabelę oprocentowania kont dla osób fizycznych,
    d) Dokument dotyczący opłat,
    e) Słowniczek pojęć,
    f) Arkusz informacyjny dla deponentów. Opisuje go ustawa o Bankowym Funduszu Gwarancyjnym, systemie gwarantowania depozytów oraz przymusowej restrukturyzacji,
    g) Definicje pojęć PEP i RCA
66. Oświadczasz, że znasz Regulamin promocji i go akceptujesz.
67. Oświadczasz, że:
    a) nie zajmujesz eksponowanego stanowiska politycznego, ani nie miało to miejsca w ostatnich 12 miesiącach.
    b) nie jesteś:
        o członkiem rodziny ani
        o nie współpracujesz blisko z osobą, która zajmuje eksponowane stanowisko polityczne.
    Dotyczy to także ostatnich 12 miesięcy.

Source: https://static.credit-agricole.pl/asset/u/m/o/umowa-konta-wzorzec_20390.pdf

Sample 4 is written in a rather formal register, though sentences are shorter. The parties' names are the equivalents of Lessor and Lessee (based on the Polish Civil Code) and verbs are in 3rd person. It contains many deverbal nouns (*dokonanie*, *przywrócenie*, *uiszczenie*, *wyznaczenie*) and technical terms (*dowody kosztowe, trwałe ulepszenie, nakłady*), including legal terms (*rozwiązanie/ustanie umowy*, *wykraczać w sposób rażący lub uporczywy*, *uprzednia zgoda*).

The bank account contract (Sample 5) stands out compared to the previous two samples. The parties are not referred to by names from the Civil Code, but by pronouns *ty* [you] and *my* [us], so most verbs are not in 3rd person. The sentences are short. There appear some technical terms (*deponent*, *dyspozycja*,

eksponowane stanowisko polityczne), but the vocabulary is simplified: even *account* is referred to as *konto* (colloquial), rather than *rachunek* as it is termed, e.g., in the Banking Law. However, it should be stressed that such contracts are very rare and one cannot speak of an established drafting style yet, though – after 20 banks signed a declaration on plain language[13] – it can be expected to gain popularity.

The three samples were analysed using two free tools available for Polish, however, the measures they both provide are hardly comparable:

- *Jasnopis* calculates the level of text difficulty: the higher, the more difficult. Level 1 means a text understandable for everybody, while 7 means that only field experts will understand. Level 4 means a text with slightly

Table 2. Comparison of Sample 3, Sample 4 and Sample 5, in terms of readability indices, done with the help of freely available tools from websites: jasnopis.pl/aplikacja# (Jasnopis) and dozabawy.logios.dev/ (Logios) [both accessed on 30 Apr. 2022]

	Sample 3		***Sample 4***		***Sample 5***	
	Jasnopis	*Logios*	*Jasnopis*	*Logios*	*Jasnopis*	*Logios*
Difficulty (1-7)	6	-	5	-	4	-
Average sentence length	34.5	-	12.5	-	6.1	-
Average syllables per word	2.51	-	2.47	-	2.29	-
Plain Language index	-	3.3%	-	20%	-	64%
FOG index	-	21	-	12	-	9
Impersonal verb forms	0%	2.2%	0%	0%	0%	3.6%
Impersonal references	-	100%	-	100%	-	18%
Formal tone	-	8.7%	-	10%	-	6.7%
Difficult words	4%	13%	2%	14%	3%	4.9%
Deverbal nouns	-	24%	-	26%	-	8.3%

Source: own compilation based on *Jasnopis* and *Logios* websites

[13] https://zbp.pl/Aktualnosci/Wydarzenia/Dobre-praktyki-prostej-komunikacji-bankowej [access 2 Dec. 2022]

higher difficulty, understandable for persons with secondary education or considerable life experience. Difficulty is based on average sentence length and percentage of words of four or more syllables (Gruszczyński et al. 2015b: 445).

- *Logios*, on the other hand, calculates FOG and Plain Language indices. FOG index corresponds to the number of years of education after which the text is easy to read. Plain Language index was developed by the researchers, based on a number of plain language parameters. The higher it is, the more plain language rules a given text follows (logios.dev).

The information obtained from both applications is complementary rather than one source confirming the other. Still, there is some convergence: the level of difficulty/FOG index fall and the Plain Language index rises as sentences get shorter. The difference in terms of difficult words, deverbal nouns and impersonal references suggest that Samples 3 and 4 can be treated rather as representing the same drafting style, with which the style in Sample 5 is in stark contrast. A person who often reads Polish contracts may find it unusual.

4. Examples of plain English difficulties and suggestions of solutions

Let us now consider specific difficulties posed by plain English in Sample 2. Each subsection contains examples, followed by a description of the difficulties involved and the author's suggestions of solutions. The original spelling and punctuation were retained in all excerpts from the English contract.

4.1. Names of parties

Example

The following extract from Sample 2 refers to one of the parties as *you*. The other party is still the *supplier* because the contract is concluded via a third party – a company (here XXX) helping customers obtain quotes from suppliers.

1. "You/Your/Yours"- Means the person or company requiring the Wood Pellets to be delivered;

"Supplier" - Means the company or individual supplying and delivering the Pellets to You;

Difficulties

Typical Polish contracts use the names of parties as in the Civil Code or other statutes that regulate a given type of contract and verbs in 3rd person singular

or plural. According to Article 605 of the Civil Code, parties to a contract of supply are *dostawca* [supplier] and *odbiorca* [recipient/ client]. When provisions of relevant statutes apply to matters not regulated in contracts, using the same names may facilitate references. But in the new plain Polish contracts (Sample 5) pronouns *you* and *we* can already be found along with verbs in 1st and 2nd person singular or plural (on the interpersonal aspect in official communication, see Cieśla 2021: 27-30). Interestingly, during plain language courses this solution meets with resistance from lawyers who fear it might make the contract less precise.[14]

Suggested solution

Until plain Polish contracts become more common, it seems advisable to translate parties' names as used in most contracts drafted in Polish, so the problematic *You/Your/Yours* would become *Odbiorca*. Another possibility is to use a respectful form of address customarily used in Polish when the addressee is unknown – *Państwo* [You]. But translators should watch the progress of plain Polish since recipients' expectations can change when the use of pronouns, as in Sample 5, becomes more common. This phenomenon is more likely to feature in contracts with consumers, as plain language often appears in consumer law (Zych 2018: 124). In contracts between business entities, where both parties are often represented by lawyers, the traditional nomenclature seems more likely to remain.

4.2. Verbs in headings

Examples

2. How the contract is formed between You and Supplier

3. Cancelling if You Change Your Mind

Difficulties

If a Polish contract contains headings at all, there are no finite verb forms in them (nonverbal sentences). In the more formal or official register nouns (including deverbal nouns) outnumber verbs. This may change with the progress of plain Polish in contract drafting (unlike terminology, this feature may be relatively easy to change). In the second example (3), however, there is added difficulty resulting from the colloquial phrase *to change one's mind*.

Suggested solution

Almost every contract drafted in English contains a provision explaining that headings are only for convenience, so the degree of freedom in translating headings seems greater than in the provisions as such. In example 2, it may be easy to replace an English verb with a Polish deverbal noun: *Zawarcie*

[14] T. Piekot, private exchange.

umowy między odbiorcą a dostawcą [Entry into a contract between recipient and supplier]. This particular heading could even be rendered as a sentence, considering that the template is for consumers, e.g., *Jak zawierana jest umowa między odbiorcą a dostawcą* [How is a contract made between recipient and supplier]. In example 3, the reference to changing one's mind adds little to the message, so this part can be omitted completely, with the Polish heading reading simply *Anulowanie dostawy* [Cancellation of delivery]. The word *dostawa* is added based on information contained in the relevant provision.

4.3. Simple syntax (short sentences)

Examples

4. Supplier can choose to provide active dust suppression methods or not. You acknowledge that airborne dust may be created during Delivery.

5. Pallets will be delivered to kerbside.

6. The Wood Pellets will be your responsibility from the time of delivery.

It is also worthwhile to consider an example from another text:

7. The company only waives the exercise of a right or the performance of a duty under this agreement by specifically waiving it in writing, and then only to the extent it is specifically waived. Nothing else suffices[15].

Difficulties

Samples 3 and 4 show that the average sentence in a Polish contract is rather long, but some sentences in Sample 4 are shorter. The problem with examples 4-6 results from the fact that sentences are not just shorter, but also more informal (*can choose … or not*, *…will be your responsibility*) than in traditional contracts, which requires a translator to judge how much colloquiality they can use in Polish. This is a paradox of plain language that although it is much easier to understand the source text, translating it may require much more skill and familiarity with contracts from the target language legal culture to decide what will be easy to read without departing too much from the conventions. However, the second sentence from example 7 is so short that retaining a similar number of words in Polish seems impossible.

Suggested solution

With the exception of the last example, any of the sentences above can be translated as a full sentence in Polish, though a translator might also try to use a slightly more formal register, including replacing pronouns with a party's name:

[15] https://www.lawinsider.com/contracts/h6N2e5qN7w0 [access 30 Apr. 2022]

4. *Dostawca może zastosować metody aktywnego ograniczania pylenia, ale nie ma takiego obowiązku. Odbiorca przyjmuje do wiadomości, że w trakcie dostawy może powstać lotny pył.* [Supplier can apply active dust suppression methods, but has no duty to do so. Recipient acknowledges that airborne dust may be created during delivery.]

5. *Dostarczony pellet będzie pozostawiony na krawężniku.* [The delivered pellets will be left at kerbside.]

6. *Odbiorca odpowiada za pellet drzewny od chwili jego dostarczenia.* [Recipient is responsible for wood pellets from the moment of their delivery.]

As can be seen, short sentences are not usually difficult in translation, but if a short sentence is at the same time written in a more colloquial register, a translator may have to make it more formal in Polish. In such cases, skill and experience with contracts help choose a middle way between a style so colloquial that some readers (e.g. lawyers) will find it an unacceptable departure from contract drafting conventions and a degree of formality that will thwart the efforts of source text authors to make it easy to understand.

In order to achieve a similar degree of clarity in example 7, reformulation is needed:

7.

a) Spółka zrzeka się jedynie wykonywania tych praw lub obowiązków wynikających z niniejszej umowy, których wyraźnie zrzekła się na piśmie, i w takim zakresie, w jakim wyraźnie to wskazała. Żaden inny sposób nie stanowi zrzeczenia. [The company only waives the exercise of such rights or duties under this agreement that it expressly waived in writing and only to such extent that it clearly indicated. No other manner constitutes a waiver.]

or merged with the preceding sentence:

b) Spółka zrzeka się wykonywania jedynie tych praw lub obowiązków wynikających z niniejszej umowy, których wyraźnie zrzekła się na piśmie, i jedynie w takim zakresie, w jakim wyraźnie to wskazała. [The company waives the exercise of only such rights and duties under this agreement that are expressly waived in writing and only to such extent that is clearly indicated.]

4.4. Everyday language

Examples

The following are provisions from Sample 2 contract. They are written mainly in everyday language, though with some more formal expressions (*suitable receptable, kerbside, dispose of*):

8. If Wood Pellets are left in the delivery pipe when Supplier is unable to blow any more into your store, Supplier will have to clear the pellets from the pipe, onto the ground where the pipes lay, if you do not provide a more suitable receptacle. It will be Your responsibility to dispose of these pellets, at your cost.

9. For deliveries of bagged pellets: […] You must provide your own means of moving the bags from kerbside to where they will be stored.

10. You agree to check the Wood Pellets on arrival and to sign to confirm delivery before the Supplier leaves Your site. If no one is at the Delivery address to sign to confirm receipt, the Wood Pellets will be left at Your risk.

Difficulties

The main source of difficulties, as suggested earlier, is that most Polish contracts are written in more formal language, both in terms of vocabulary and syntax. The more informal expressions include *if you do not provide* (rather than *if you fail to provide*), *you must* (not *you shall*), means of *moving* (rather than *carrying* or *transporting*), *to check* (rather than *to inspect*), *before* (rather than *prior to*), etc. As for syntax, the above sentences are rich in verbs, for example: *If no one is at […] address to sign to confirm* or adjunct clauses containing verbs: *the ground where the pipes lay*, *to where they will be stored*. All those elements make the text more conversational, especially as it concerns the physical delivery of pellets, and there are almost no legal terms. In some cases, like the choice between *before* and *prior to*, the Polish translation will not be affected at all, as there is one equivalent for both (*przed*).

Suggested solution

In passages like above it may be easier to push the boundaries a little and try to use a slightly less formal register than we usually find in Polish contracts. As discussed in section 4.3, short and simple sentences are not unusual in contracts. If we want longer sentences to remain easy to read and understand, it is a good idea to follow the recommendations of plain Polish, such as placing the subject and the predicate as close as possible and early in the sentence, using more verbs, especially in the active voice, avoiding deverbal nouns (also expressions that are typically followed by deverbal nouns) and adverbial participles, and avoiding or explaining specialist terminology. The idea would be to try to improve the ratio of verbs to nouns, rather than to avoid nominalisations altogether. Therefore, the above subclauses might read as follows in translation:

8. *Jeżeli w rurze doprowadzającej pozostanie pellet drzewny ze względu na to, że dostawca nie będzie w stanie wtłoczyć większej ilości pelletu do magazynu, będzie on zmuszony usunąć go z rury na miejsce, na którym leżały rury, o ile odbiorca nie zapewni stosowniejszego pojemnika. Odbiorca będzie obowiązany uprzątnąć taki pellet na swój koszt.* [If in the delivery pipe there remain wood

pellets due to the fact that supplier is unable to blow a greater amount of pellets into the store, he/it will be forced to remove them from the pipe onto the place where the pipes lay unless recipient provides a more appropriate container. Recipient will be obliged to clear up such pellets at their cost.]

9. *W razie dostarczania pelletu w workach:* [In case of delivering pellets in bags:] […] *Odbiorca ma obowiązek zorganizować własny środek transportu worków ze skraju drogi do miejsca ich przechowywania.* [Recipient is obliged to provide their own means of transporting bags from the side of the road to the place of their storage.]

10. *Odbiorca zobowiązuje się sprawdzić pellet drzewny po jego dostarczeniu i podpisać dokument potwierdzający dostarczenie, zanim dostawca opuści jego teren. Jeżeli pod adresem dostawy nie będzie żadnej osoby, która będzie mogła podpisać dokument potwierdzający odbiór, pellet zostanie pozostawiony na ryzyko odbiorcy.* [Recipient agrees to check the wood pellets after they have been delivered and sign a document confirming delivery before the supplier leaves their site. If at the delivery address there is no person who can sign a document confirming receipt, pellets will be left at the recipient's risk.]

4.5. Legal terms or formal phrases left

Examples

The following passages from Sample 2 use rather formal phrases (*prior to, in the event of, notwithstanding*) and legal terms (*deemed to, withhold, dispute*), but a few colloquial expressions appear, too (*chase the payment, in line with, if you do not pay*):

11. Payment must have been made prior to delivery via XXX unless otherwise agreed.

12. In the event that You do not pay any due sums via XXX, Supplier reserves the right to chase the payment directly. You may not withhold payment in the event of a dispute and any late payments may accrue interest and other charges in line with government late payment guidelines.

13. Notwithstanding the above You will be deemed to have provided appropriate communication to the Supplier if You do contact Supplier directly if using any form of contact available on Supplier's website.

Difficulties

The above examples illustrate what I see as the most difficult problem in translating plain English contracts into Polish: combining legal terminology with a relatively plain style. Polish contracts often repeat statutory provisions (nearly) verbatim, so having colloquial expressions next to legal terminology can

be confusing. It undoubtedly takes skill to combine the two in a way that does not make the reader focus on how the language seems unusual for a contract, demonstrating low textual fit, defined by Biel as "linguistic distance between translations and nontranslations measured in terms of underrepresented and overrepresented […] patterns" (2014: 335). In such cases, despite the ease of understanding of the source text, a translator needs more experience and paraphrasing skills, i.e., intralingual translation (Jakobson 1979: 261). Familiarity with legislative texts and target language contracts should help a translator decide how much they can depart from the typical Polish contract register to help comprehension and what legal terminology ("necessary technical terms") must be retained. This might be difficult for trainees who are only learning to use the formal register (which they will also need in future) and terminology, and are already asked to depart from one, while retaining the other.

Suggested solution

In such cases there are usually degrees of target text formality/colloquiality that translators can choose from, avoiding extreme solutions. Too colloquial expressions may surprise the readers, so normalisation (a translation universal) may be a better option. Luckily modal verbs *must*, *shall* and *will* can all be translated as Polish present or future tense. For all examples two solutions are suggested: a more formal one (a) and a less formal one (b). These are temporary solutions and translators should keep track of future changes in Polish contract drafting as the boundaries of what is acceptable may change.

11.

a) Jeżeli nie ustalono inaczej, cenę należy zapłacić za pośrednictwem XXX przed dostawą.

b) Jeżeli nie ustalono inaczej, cenę trzeba zapłacić za pośrednictwem XXX przed dostawą.

Both versions mean "Unless agreed otherwise, the price should be paid via XXX before delivery", but equivalents of *should* – *należy* and *trzeba* – differ in formality.

12.

a) W razie nieuiszczenia przez odbiorcę jakiejkolwiek należnej kwoty za pośrednictwem XXX Dostawca zastrzega prawo dochodzenia płatności bezpośrednio od odbiorcy. Spór między stronami nie stanowi podstawy wstrzymania przez odbiorcę płatności, natomiast od zaległych płatności mogą zostać naliczone odsetki i inne opłaty, o których mowa w wytycznych rządowych dotyczących zaległości płatniczych. [In the event of Recipient's failure to pay any sum due via XXX, Supplier reserves the right to collect payment directly from Recipient. A dispute between parties does not constitute grounds for Recipient suspending payment,

while interest and other fees referred to in government overdue payment guidance may accrue on any overdue sums.]

b) Jeżeli nie zapłacą Państwo/nie zapłacisz jakiejkolwiek należności za pośrednictwem XXX dostawca zastrzega prawo ściągania jej bezpośrednio od Państwa/Ciebie. Nie mogą Państwo/Nie możesz odmówić zapłaty w razie sporu, a do zaległych sum mogą być doliczone odsetki i inne opłaty określone w wytycznych rządowych na temat zaległości. [If You/you do not pay any sum due via XXX, Supplier reserves the right to collect it directly from You/you. You cannot refuse payment in case of a dispute and overdue sums may be increased by interest and other fees specified in government guidelines on late payments.]

13.

a) Bez uszczerbku dla powyższego, uznaje się, że odbiorca należycie powiadomił dostawcę, jeżeli skontaktował się z nim bezpośrednio w dowolnej formie wskazanej na stronie www dostawcy. [Notwithstanding the above, Recipient is deemed to have duly notified Supplier directly if he/she notified it directly in any form indicated on Supplier's website.]

b) Niezależnie od powyższego, uważa się, że powiadomili Państwo/powiadomiłeś odpowiednio dostawcę, jeżeli skontaktowali się Państwo/skontaktowałeś się z nim w dowolnej formie podanej na stronie dostawcy. [Regardless of the above You/you are believed to have given appropriate notice to the Supplier if You/you contacted Supplier directly in any form stated on Supplier's website.]

5. Conclusion

The idea that plain language may be difficult to translate may seem counterintuitive, yet it is the case with translating plain language contracts into Polish, a language in which this way of writing contracts is only developing. To be successful in such efforts, translators need to know both the existing conventions of contract drafting and the principles of plain writing, which has already gained ground in other areas of communication in Poland (communication between administration and citizens, banks and customers, even lawyers and clients). The above examples of difficulties and solutions show that translation trainees need to practice paraphrasing (into both more formal and more informal register), because for the time being such translations require both inter- and intralingual translation. Translators may promote plain writing, but need to be careful to follow the developing practice and exercise judgement in making lexical and stylistic choices so that recipients do not focus on what they may perceive as unusual style more than on the message.

BIBLIOGRAPHY

Alcaraz Varó E., Hughes B. (2002) *Legal Translation Explained*. Manchester: St. Jerome Publishing.

Andruszkiewicz M. (2018) "Problem jasności w języku prawnym – aspekty lingwistyczne i teoretycznoprawne", *Comparative Legilinguistics* 31, 7-25. DOI: 10.14746/cl.2017.31.1

Biel Ł. (2014) "The textual fit of translated EU law: A corpus-based study of deontic modality", *Translator* 20(3), 322-355. DOI: 10.1080/13556509.2014.909675

Cieśla B. (2021) "Współczesne teksty urzędowe a zasady prostej polszczyzny (na wybranych przykładach)", *Poznańskie Studia Polonistyczne. Seria Językoznawcza*, *28*(1), 23–44. DOI: 10.14746/pspsj.2021.28.1.2

Engberg J. (2013). "Comparative law for translation: The key to successful mediation between legal systems". In: Borja Albi A., Prieto Ramos F. (eds), *Legal Translation in Context. Professional Issues and Prospects*, Bern: Peter Lang, 9–25.

Executive Order 12866. https://www.archives.gov/files/federal-register/executive-orders/pdf/12866.pdf [access 2 Dec. 2002]

Executive Order 12988. https://www.govinfo.gov/content/pkg/FR-1996-02-07/pdf/96-2755.pdf [access 2 Dec. 2002]

Executive Order 13563. https://www.govinfo.gov/content/pkg/FR-2011-01-21/pdf/2011-1385.pdf [access 2 Dec. 2002]

Executive Order 14801. https://www.whitehouse.gov/briefing-room/presidential-actions/2022/09/12/executive-order-on-advancing-biotechnology-and-biomanufacturing-innovation-for-a-sustainable-safe-and-secure-american-bioeconomy/ [access 2 Dec. 2002]

Felsenfeld C. (1981) "The Plain English Movement in the United States". *Canadian Business Law Journal* 6, 408-421. https://ir.lawnet.fordham.edu/cgi/viewcontent.cgi?article=1475&context=faculty_scholarship [access 3 Apr. 2022]

Gościński J. (2019) *Egzamin na tłumacza przysięgłego. Angielskie orzeczenia w sprawach karnych*. Warszawa: Wydawnictwo C.H.Beck.

Gruszczyński W., Broda B., Nitoń, B., Ogrodniczuk, M. (2015a) "W poszukiwaniu metody automatycznego mierzenia zrozumiałości tekstów informacyjnych". *Poradnik Jezykowy* 2, 9-22.

Gruszczyński W., Broda B., Charzyńska E., Dębowski Ł., Hadryan M., Nitoń B., Ogrodniczuk M. (2015b) "Measuring readability of Polish texts". In: *Materiały konferencji LTC 2015 (7th Language & Technology Conference: Human Language Technologies as a Challenge for Computer Science and Linguistics, Poznań, 27-29 listopada 2015)*, Vetulani Z., Mariani J., Kubis M. (eds), Poznań: Wydawnictwo Poznańskie i Fundacja Uniwersytetu im. A. Mickiewicza, 445-449.

Gwardecki M. (2020) „Prosty wzór umowy pożyczki od Pracowni Prostej Polszczyzny UWr. Zrozumiały dla każdego!", https://enerad.pl/aktualnosci/prosty-wzor-umowy-pozyczki/ [access 30 Apr. 2022]

Hebal-Jezierska M. (2019) "Wybrane problemy związane z wprowadzeniem prostego języka". *Oblicza Komunikacji* 11, 17-26.

Jakobson R. (1979) "On Linguistic Aspects of Translation". In: *Selected Writings 2. Word and Language*, Jakobson R. (ed.), The Hague: Mouton, 260–266.

Jopek-Bosiacka A. (2010) *Przekład prawny i sądowy* (2nd ed.). Warszawa: Wydawnictwo Naukowe PWN.

Kimble J. (2006) *Lifting the Fog of Legalese. Essays on Plain Language*, Durham: Carolina Academic Press.

Kimble J. (2007) "Lessons in Drafting from the New Federal Rules of Civil Procedure (Part 3)", *Michigan Bar Journal* October 2007. https://www.michbar.org/file/barjournal/article/documents/pdf4article1237.pdf [access 2 Dec. 2002]

Kimble J. (2016) "A Curious Criticism of Plain Language". *Legal Communications and Rhetoric: JALWD*, 13, 181–192.

Law Society's Code of Conduct, https://www.sra.org.uk/solicitors/standards-regulations/code-conduct-solicitors/ [access 30 Apr. 2022]

Martínez E., Mollica F., Gibson E. (2022) "Poor writing, not specialized concepts, drives processing difficulty in legal language". *Cognition 224*, 105070. https://doi.org/10.1016/j.cognition.2022.105070

O'Hayre J. (1966) *Gobbledygook Has Gotta Go*, Washington: U.S. Bureau of Land Management, 1966. https://www.governmentattic.org/15docs/Gobbledygook_Has_Gotta_Go_1966.pdf [access 30 Apr. 2022]

O'Kruk A. (2022) "Biden Joins Modern Presidents in Using Simple Language in State of the Union". https://www.necn.com/news/national-international/biden-joins-modern-presidents-in-using-simple-language-in-state-of-the-union/2689599/ [access 28 Nov. 2022]

Piekot T., Zarzeczny G., Moroń E. (2019) "Standard 'plain language' w polskiej sferze publicznej". In: *Lingwistyka kryminalistyczna. Teoria i praktyka*, Zaśko-Zielińska M., Kredens K. (eds), Wrocław: Quaestio, 197-214.

Plain Language Action and Information Network (PLAIN) (2011) *Federal Plain Language Guidelines*. https://www.plainlanguage.gov/media/FederalPLGuidelines.pdf

Prieto Ramos F. (2014) "Legal Translation Studies as Interdiscipline: Scope and Evolution", *Meta 59*(2), 260–277. https://doi.org/10.7202/1027475ar

Public Law 111 – 274 – Plain Writing Act of 2010. https://www.govinfo.gov/content/pkg/PLAW-111publ274/pdf/PLAW-111publ274.pdf [access 30 Apr. 2022]

Rozporządzenie Prezesa Rady Ministrów z dnia 20 czerwca 2002 r. w sprawie „Zasad techniki prawodawczej", https://isap.sejm.gov.pl/isap.nsf/download.xsp/WDU20160000283/O/D20160283.pdf [access 30 Apr. 2022]

Šarčević S. (1997). *New Approach to Legal Translation*. The Hague: Kluwer Law International.

Temin T. (2021) "Executive orders fail the plain English test", *Federal News Network.* https://federalnewsnetwork.com/mike-causey-federal-report/2021/10/executive-orders-fail-the-plain-english-test/ [access 28 Nov. 2022]

Ustawa z dnia 30 maja 2014 r. o prawach konsumenta https://isap.sejm.gov.pl/isap.nsf/download.xsp/WDU20140000827/U/D20140827Lj.pdf [access 30 Apr. 2022].

Wiliams Ch. (2004) "Legal English and Plain language: an introduction", *ESP Across Cultures 1*, 111-124. https://faculty.ksu.edu.sa/sites/default/files/williams_2004_legal_english_and_plain_language-libre_0.pdf [access 2 Dec. 2022]

Zarzeczny G., Piekot T. (2017). *Przystępność tekstów urzędowych w internecie*, Wrocław: Oficyna Wydawnicza Atut.

Zych N. (2016) "Idea plain language a teksty prawne", *Przegląd Legislacyjny* 3, 65-92.
Zych N. (2018) „Plain language approach in legislative drafting: A perspective from Poland", *Comparative Legilinguistics 33,* 116-130. DOI: http://dx.doi.org/10.14746/cl.2018.33.5.

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Sprawozdanie z konferencji Transius 2022

W dniach 27-29 czerwca 2022 r. w Genewie odbyła się trzecia międzynarodowa konferencja organizowana przez Centre for Legal and Institutional Translation Studies (Transius) afiliowanego przy Uniwersytecie Genewskim (Szwajcaria) we współpracy z grupą IAMLADP (International Annual Meeting on Language Arrangements, Documentation and Publications) ds. kontaktów z uniwersytetami (IAMLADP's Universities Contact Group UCG). Jest to jedna z najważniejszych konferencji o zasięgu globalnym poświęconych przekładowi prawnemu i prawniczemu oraz komunikacji prawnej i dydaktyce przekładu, gromadząca nie tylko akademików, ale również przedstawicieli międzynarodowych organizacji i instytucji krajowych zatrudniających tłumaczy i bazujących na tłumaczeniach, a także indywidualnych tłumaczy i studentów.

Tegoroczna konferencja zgromadziła ponad 250 uczestników z 35 krajów ze wszystkich kontynentów i poświęcona była najnowszym trendom w badaniach nad przekładem prawnym, prawniczym i instytucjonalnym, a także w praktyce tłumaczenia. Oprócz wykładów plenarnych Anne Lafeber (ONZ), Anne-Lise Kjaer (Uniwersytet Kopenhaski) i Jeffreya Killmana (Uniwersytet Karoliny Północnej w Charlotte), ponad 100 prelegentów z przeszło 60 uniwersytetów oraz 20 instytucji międzynarodowych i krajowych uczestniczyło w 27 sesjach równoległych, 3 instytucjonalnych okrągłych stołach tematycznych i sesji plakatowej. Polskę reprezentowały, oprócz autorki niniejszego sprawozdania, prof. Łucja Biel (ILS UW), dr Agnieszka Doczekalska (ALK), dr Justyna Giczela-Pastwa (UG), mgr Anna Setkowicz-Ryszka (UŁ) oraz tłumacze Ministerstwa Spraw Zagranicznych.

Tematycznie wszystkie wystąpienia mieściły się w następujących obszarach tematycznych:

- Problemy, metody i kompetencje w tłumaczeniu prawnym i prawniczym, w tym analiza prawno-porównawcza i hermeneutyka prawnicza na potrzeby tłumaczenia

- Zagadnienia terminologiczne w tłumaczeniu prawnym, prawniczym i instytucjonalnym
- Wykorzystanie korpusów i narzędzi komputerowych w praktyce, szkoleniu i badaniach nad tłumaczeniem prawnym, prawniczym i instytucjonalnym
- Zagadnienia socjologiczne i etyczne w tłumaczeniu prawnym, prawniczym i instytucjonalnym
- Rozwój i implikacje polityki instytucjonalnej w zakresie tłumaczenia i redagowania tekstów wielojęzycznych
- Specjalizacje tematyczne w tłumaczeniach instytucjonalnych (techniczne, naukowe, finansowe itp.)
- Kontrola jakości tłumaczeń, zapewnianie jakości i praktyki zarządzania w środowisku instytucjonalnym
- Tłumaczenia pisemne i ustne w sądach
- Kształcenie tłumaczy prawniczych i instytucjonalnych.

Nie sposób opisać, z racji wielości i różnorodności, wszystkich wystąpień; skupię się na najważniejszych wykładach plenarnych oraz wystąpieniach instytucjonalnych podczas okrągłych stołów. Konferencja Transius rozpoczęła się wykładem plenarnym Anne Lafeber z Organizacji Narodów Zjednoczonych (Nowy Jork, USA) na temat zmian na przestrzeni dekady w zakresie wymagań dotyczących umiejętności i wiedzy tłumaczy w związku z postępem w dziedzinie narzędzi językowych i tłumaczeniowych, które zrewolucjonizowały sposoby pracy tłumaczy pracujących w służbach tłumaczeniowych takich instytucji jak Unia Europejska czy Organizacja Narodów Zjednoczonych. Nowe narzędzia utorowały drogę nowym metodom pracy, radykalnie zmieniając sposób pracy tłumacza. Anne Lafeber przedstawiła wyniki badania przeprowadzonego w 2021 r. wśród organizacji członkowskich IAMLADP (w tym instytucji UE i organizacji ONZ) mającego na celu określenie idealnego zestawu umiejętności współczesnego tłumacza instytucjonalnego oraz porównała je z wynikami takiego samego badania przeprowadzonego w 2010 r. Badanie składało się z dwóch kwestionariuszy: jednego dotyczącego wpływu różnych umiejętności i wiedzy na proces i jakość tłumaczenia; drugiego dotyczącego stopnia, w jakim tych umiejętności i wiedzy brakuje u nowych pracowników. Korelacja wyników tych dwóch badań pozwoliła na stworzenie ważonych zestawów umiejętności, które podkreślają względne znaczenie różnych umiejętności i rodzajów wiedzy dla tłumaczy instytucjonalnych jako całości jako grupy zawodowej i dla różnych organizacji. W stosunku do 2010 r. zaobserwowano większą wagę takich umiejętności jak m.in. rozumienie złożonych zagadnień tematycznych, bardziej płynne formułowanie tekstów, a także

pojawienie się nowych umiejętności jak np. otwartość na zmiany, efektywne korzystanie z informacji zwrotnej, samodzielność w pracy i postedycja.

Drugiego dnia konferencji z wykładem plenarnym na temat polityki i praktyki tłumaczenia w prawie unijnym i międzynarodowym wystąpiła prof. Anne Lise Kjær z Uniwersytetu w Kopenhadze. Wykład zawierał przegląd implikacji wielojęzyczności i tłumaczenia w międzynarodowych środowiskach prawnych, zwłaszcza w instytucjach UE i Europejskim Trybunale Praw Człowieka. Prof. Kjær dowodziła, że wybór polityki językowej, w tym tłumaczenia na języki narodowe państw członkowskich organizacji międzynarodowych, są wskaźnikami równowagi instytucjonalnej, a także, co naturalne, szerszych trendów społeczno-politycznych. Jednym ze sposobów reagowania na kwestionowanie autorytetu instytucji międzynarodowych jest uznanie różnic i różnorodności oraz zapewnienie środków zapewniających dostępność. W tym świetle strategie tłumaczeniowe należy rozumieć jako coś więcej niż tylko narzędzia prawno-lingwistyczne, które tłumacz może zastosować w celu przeniesienia znaczenia pojęć prawnych w jednym języku do języka i świata pojęciowego innego systemu prawnego. Strategie tłumaczeniowe to także kwestia odpowiedzi na pytania, kiedy, co i w jakich okolicznościach tłumaczyć w kontekście przywoływanego trzypoziomowego modelu krytycznej analizy dyskursu Normana Faircloughа z 1992 r., obejmującego społeczny kontekst „języka w użyciu" i jego relacje z rzeczywistością społeczną.

Trzeci wykład plenarny prof. Jeffreya Killmana (University of North Carolina at Charlotte, USA) dotyczył przygotowania tłumaczy prawniczych w dobie dynamicznego rozwoju tłumaczeń maszynowych, od tłumaczeń statystycznych opartych na frazach, do tłumaczeń opartych na sieciach neuronowych. Paradoksalnie badaniom nad maszynowym tłumaczeniem prawnym i prawniczym nie poświęcano dotychczas dostatecznej uwagi, mimo że tłumaczenie maszynowe było i jest szeroko stosowane w instytucjach unijnych i międzynarodowych. Prof. Killman zastanawiał się, czego tłumacze tekstów prawnych i prawniczych mogą oczekiwać od tłumaczeń maszynowych. Analizował wady i zalety prawniczych tłumaczeń maszynowych opartych na statystycznej bądź syntagmatycznej (neuronowej) analizie fraz oraz kluczowe wyzwania pracy tłumaczy specjalistycznych z takimi programami. Próbował wyznaczyć granice podziału pracy tłumaczeniowej pomiędzy ludzi i maszyny w taki sposób, aby w pełni wykorzystać większą zdolność ludzi do rozumienia języka, a maszyn – do przetwarzania danych w kontekście tłumaczeń specjalistycznych.

Trzy instytucjonalne okrągłe stoły tematyczne dotyczyły: (1) zapewniania jakości i dostępności wielojęzycznego prawa i kształtowania polityki językowej, z udziałem przedstawicieli Komisji Europejskiej, Parlamentu Europejskiego, Rady

Unii Europejskiej oraz Federalnego Urzędu Kanclerskiego Szwajcarii; (2) wyzwań i podejść do tłumaczenia na potrzeby wymiaru sprawiedliwości, w którym wzięli udział: przedstawiciel Komisji Europejskiej omawiający portal e-Justice oraz przedstawiciele Trybunału Sprawiedliwości Unii Europejskiej, Europejskiego Trybunału Praw Człowieka i Międzynarodowego Trybunału Karnego; oraz (3) zmian technologicznych i proceduralnych w tłumaczeniu instytucjonalnym, w którym uczestniczyli przedstawiciele Światowej Organizacji Własności Intelektualnej, Europejskiego Banku Inwestycyjnego, Międzynarodowej Agencji Energii Atomowej i Europejskiego Komitetu Ekonomiczno-Społecznego.

Zwiększenie dostępności wielojęzycznego prawa ma być zapewnione m.in. po ukończeniu prac nad normą ISO dotyczącą prostego języka ISO/FDIS 24495-1 *Plain language — Part 1: Governing principles and guidelines*, o czym mówiła Veronique Rosenkranz z Parlamentu Europejskiego (panel nr 1). Podczas obrad panelu nr 2 ciekawą prezentację przestawił James Brannan z Europejskiego Trybunału Praw Człowieka, który omawiał specyficzne wyzwania związane ze statusem prawnym Trybunału i jego orzecznictwem. Dotyczyło to m.in. tłumaczenia terminów specyficznych dla danej kultury prawnej (w tym nowej terminologii prawnej prawa krajowego), nie zawsze bezpośrednio z rzeczywistego języka źródłowego, ale poprzez język angielski lub francuski, gdzie wymagany jest pewien zakres analizy prawno-porównawczej. Trudnością dla nowych tłumaczy może być brak znajomości terminologii Europejskiej Konwencji o ochronie praw człowieka i podstawowych wolności, w tym „pojęć autonomicznych", typu *penalty* oraz ukryte cytaty z orzecznictwa Trybunału. Ciekawym panelem był panel nr 3 z udziałem przedstawicieli organizacji międzynarodowych, agencji i instytucji, którzy poruszali różne aspekty wykorzystywania nowych technologii w tłumaczeniu instytucjonalnym. Co oczywiste, wykorzystanie technologii ma wpływ na nowy profil kompetencyjny tłumaczy, o czym mówił Thierry Fontenelle z EBI. Przedstawiciel Międzynarodowej Agencji Energii Atomowej J. Faz mówił szczegółowo o podejściu Agencji do jakości w tłumaczeniu w celu zmniejszenia ryzyka utraty reputacji w środowisku dyplomatycznym i naukowo-technicznym. Aby zapewnić odpowiednią kontrolę w zależności od wymogów tekstów i odbiorców, opracowano podejście dostosowane do potrzeb („fit-for-purpose approach"), wykorzystujące narzędzia tłumaczeniowe i sztuczną inteligencję, wieloetapową zróżnicowaną korektę (w tym korektę pełną/lekką, sczytanie tekstu, proofreading). Generalnie, dobór uczestników poszczególnych debat gwarantował wszechstronny obraz omawianych zjawisk i zróżnicowanie opinii.

Wśród prelegentów ze świata nauki nie zabrakło takich naukowców jak prof. Isolde Burr-Haase z Uniwersytetu w Kolonii, Briana Mossopa z Uniwersy-

tetu York w Kanadzie, Vilelmini Sosoni z Uniwersytetu Jońskiego (Grecja), czy Gianluki Pontrandolfo z Uniwersytetu w Trieście (Włochy), i wielu innych.

Podstawową zaletą konferencji Transius, poza wysokim poziomem merytorycznym, jest możliwość spotkania się naukowców, praktyków oraz przedstawicieli wielojęzycznych organizacji i instytucji międzynarodowych zatrudniających tłumaczy ustnych i pisemnych.

Organizatorem konferencji był prof. Fernando Prieto Ramos z Uniwersytetu Genewskiego oraz dr Diego Guzmán Bourdelle-Cazals. Prof. Prieto Ramos jest dyrektorem Centrum Transius, prodziekanem wydziału translatorycznego Uniwersytetu w Genewie, oraz znanym w świecie nauki orędownikiem jakości i podejścia interdyscyplinarnego w przekładzie instytucjonalnym i prawnym. W komitecie naukowym konferencji Transius zasiadają m.in. takie osoby jak prof. Łucja Biel (ILS UW), prof. Jan Engberg (Unwersytet w Aarhus), prof. Jean-Claude Gémar (Uniwersytet w Montrealu i Unwersytet w Genewie), Anne Lafeber (ONZ), prof. Karen McAuliffe (Uniwersytet w Birmingham), prof. Peter Sandrini (Uniwersytet w Innsbrucku), prof. Susan Šarčević (Uniwersytet w Rijece) i prof. Catherine Way (Uniwersytet w Granadzie).

Nie sposób wymienić wszystkich osób współtworzących Transius, ale przytoczone nazwiska pokazują siłę i autorytet konferencji (i centrum) Transius jako jednej z najważniejszych konferencji z zakresu przekładu prawnego, prawniczego i instytucjonalnego, stanowiącej globalne forum wymiany myśli, nawiązywania kontaktów naukowych i branżowych, rozwoju nowych sieci, wspierania nowych form współpracy w dziedzinie przekładu prawnego i prawniczego oraz instytucjonalnego. Dla wszystkich instytucji i stowarzyszeń zrzeszających tłumaczy prawniczych i specjalistycznych oraz naukowców zajmujących się przekładem prawnym/prawniczym i instytucjonalnym, obecność na konferencji Transius, odbywającej się w Genewie co trzy lata, wydaje się być obowiązkowym punktem programu.

Dr hab. Anna Jopek-Bosiacka *jest autorką wielu publikacji poświęconych przekładowi prawnemu i komunikacji prawnej, ostatnio „Przekład prawny i sądowy" (PWN 2021, wyd. 2 zm. i uzup.); tłumaczem przysięgłym języka angielskiego; członkiem Zespołu Języka Prawnego Rady Języka Polskiego oraz The International Language and Law Association (ILLA); oraz dyrektorem Instytutu Lingwistyki Stosowanej Uniwersytetu Warszawskiego – najstarszej polskiej jednostki akademickiej kształcącej tłumaczy.*