

# Communicative and Textual Competence in Translations of Legal Texts from English into Czech: A Case Study

*Competencia textual y comunicativa en la traducción jurídica del  
inglés al checo: un estudio de caso*

**Vanda OBDRŽÁLKOVÁ**

Charles University

vanda.kuklova@seznam.cz

Recibido agosto-2019. Revisado: octubre-2019. Aceptado: noviembre-2019.

**Abstract:** The study addresses communicative and textual competence using empirical data obtained in a translation experiment conducted with professional translators and advanced translation students. Specifically, it explores stylistic and grammatical errors in translations of legal texts from English into Czech, which account for more than a half of all errors identified in the analysed sample. The results show that terminology and legal phraseology are a frequent source of difficulty not only in terms of meaning, but also from the grammatical and stylistic point of view. Another large group of erroneous solutions was identified at the syntactic level, including defects of overall textual coherence. Professional translators achieved better results than translation trainees both in terms of the overall quality and average number of errors; however, as regards the numbers of stylistic and linguistic errors, the performance of both groups was more balanced than in other categories.

**Key words:** Legal translation; quality assessment; communicative and textual competence; legal phraseology; collocations; coherence.

**Resumen:** El presente estudio investiga la competencia comunicativa y textual, analizando traducciones de un texto jurídico del inglés al checo producidas por dos grupos de participantes: traductores profesionales y estudiantes avanzados de traducción. El objetivo fue analizar segmentos evaluados como errores de estilo o gramática, los cuales representan más de la mitad de todos los errores identificados en las traducciones analizadas. Los resultados indican que la terminología y fraseología jurídica son las áreas de dificultad más comunes en lo que se refiere a la transferencia del significado, así como también desde el punto de vista lingüístico y estilístico. Otro grupo importante son los errores a nivel sintáctico, incluyendo defectos que afectan a la coherencia global del texto. Las traducciones profesionales tienen mayor calidad que las traducciones producidas por los estudiantes; pero, en el caso de los errores lingüísticos y estilísticos la diferencia entre ambos grupos es menor que en otras categorías.

**Palabras clave:** Traducción de textos jurídicos; calidad de traducción; competencias del traductor; fraseología jurídica; colocaciones; coherencia.

## ACKNOWLEDGEMENT

This study was supported by the Charles University project Progres Q10, Language in the shiftings of time, space, and culture.

## 1. INTRODUCTION

As documented by a survey carried out by Svoboda (2016, 8), translation of legal and notarial documents is the most demanded specialisation in the Czech market, while English is the most frequent source language. This is reflected in a relatively good availability of resources and studies on legal translation between Czech and English (Chromá 2014; Tomášek 1998). The theory of legal translation has developed as a separate discipline within translation studies since the 1990s, giving rise to a number of synthetic works (Šarčević 1997; Cao 2007), as well as publications addressing specific issues, such as translator competences and quality of legal translations (Prieto Ramos 2011; Chromá, Klbal 2015, Svoboda et al. 2017). Researchers investigating legal translation usually accentuate the fact that legal discourse cannot be interpreted without knowledge of the legal system in which it was created and to which it refers. This point of view is applied specifically to the interpretation and translation of legal terminology and search for equivalents of legal concepts existing in different legal systems, most often using the method known as comparative conceptual analysis (Chromá 2014, 46; Šarčević 1997; Pešková 2015).

However, legal terminology is not the only challenge faced by legal translators, and successful translation of terminological units in itself obviously does not necessarily lead to an overall successful (i.e. functional) translation. Chromá (2014, 18) points out the

key requirement that applies to translation of text of any type and specialisation: the target text has to be coherent and make sense to the reader, which is achieved through a correct use of connectors and collocations and an appropriate organisation of textual units, respecting the principles of functional sentence perspective, and the natural tendency towards progression from the *theme* (what the clause is about) to the *rheme* (what the speaker says about the theme) (Baker 1992, 121-122), which is, however, not expressed in all languages in the same way (cf. Dušková 2015; Aurová 2017).

Legal phraseology is by definition a discipline closely related to the study of terminology, focusing on the ability of words to combine. Biel (2016, 178-181) distinguishes five categories of phraseological units encountered in legal texts: text-organising patterns, grammatical patterns, text-forming patterns or multi-word terms, term-embedding collocations and lexical collocations. Translation of these units is generally recognised as a source of difficulty (cf. Newmark 1981, 180). Deficiencies at this level are frequently caused by interference (cf. Munday 2009, 199) and lead to a target text that sounds unnatural and may make it difficult for the reader to perceive the meaning. In this respect, a correct use of phraseology is another factor that contributes to the overall coherence of the text.

The process (and implicitly also the product) of translation can also be studied in terms of competences that a translator should have to be able to deliver acceptable quality. Drawing on several previous models (PACTE 2017, 281; Kelly 2005, 32-33), Prieto Ramos (2011, 12) defined a set of five competences that are specifically relevant to the translation of legal texts:

1. Strategic (methodological) competence: controls the application of the other skills, including analysis of translation briefs, identification of problems, implementation of transfer strategies and quality control.
2. Communicative and textual competence: linguistic, sociolinguistic and pragmatic knowledge, including knowledge of registers and legal genre conventions.
3. Thematic and cultural competence: knowledge of legal systems and concepts, appropriate use of legal sources; this competence is also referred to as «legal literacy» (Chromá, 2014, 36) or «complementary specialised competence» (Tomášek, 1998, 38).
4. Instrumental competence: knowledge and use of specialised sources and technologies;
5. Interpersonal and professional management competence: teamwork, interaction with clients and other professionals, practical issues of legal translators' work and deontological aspects.

As indicated by the title, the aim of this short study is to investigate the communicative and textual competence in a set of legal translations from English into

Czech. Specifically, we will focus on segments that were identified as defective in terms of style and grammar. The paper analyses what specific elements and textual levels are most common sources of linguistic and stylistic errors and what impact can the identified shortcomings have on translation quality from the perspective of the reader. As the analysed translations were produced by translators with different level of expertise (professional translators and advanced translation trainees), we will also look into the differences between the two groups. Applying the theory of norms proposed by Chesterman (1997, 64, 69), the translation problems and errors discussed in this paper are related to the expectancy norms, i.e. the expectations of readers how a translation of a legal text should be like, and also with the communication norm, according to which a translator should optimize communication between all the participants involved.

## 2. METHODS AND ANALYSED MATERIAL

The present study is based on an analysis of twenty translations of a legal text from English into Czech. Its objective is to describe and evaluate the translations produced, with focus on solutions that have been assessed as deficient in terms of style or grammar. It compiles a set of empirical data that will contribute to the reflections on quality of legal translations, comparing the output delivered by translation professionals and advanced translation students, and providing an overview of selected stylistic and grammatical errors with a commentary.

The translations were obtained in an experiment that involved 20 translators divided into two groups –one was composed of 10 students of the Translation Studies Department of Charles University who were in the second year of their MA studies with specialisation in translation between Czech and English at the time of the experiment. The second group consisted of ten professional translators, i.e. persons who earn their living as translators and received their degree from the Translation Studies Department in the period between 2003 and 2007. The mother tongue of all the participants was Czech, and English was one of their working/study languages. Seven out of these ten professional translators reported that they had taken a course in legal translation organised by the Faculty of Law of the Charles University.

The participants were asked to translate into Czech an English legal text of approximately 1800 characters. The text used as the original is an abbreviated version of terms and conditions for the supply of services published on a commercial website. The sender is a private company (whose name was replaced by the general term the Company in the text) supplying photography services and the expected recipients are users of these services (i.e. generally laymen, the text is not primarily expected to be read by lawyers). The articles selected for translation generally correspond to the conventions for the given genre and contain a number of formulations that are

standardly used in similar texts. Besides that, they contain several expressions that are not usual in legal English and have probably been used incorrectly (namely the combination *constructed according to English Law*, where the expected verb would be *construe*, and *exclusive direction*, where the usual expression in the same context is *exclusive jurisdiction*).

The translators worked in their usual environment and used their own computers, dictionaries, online resources, etc. They were not allowed to communicate with anyone, except for the research team member. They had to produce the translation within a time limit of 90 minutes. The translation brief was formulated as follows: «Translate into Czech the following abbreviated conditions for use of services provided by a company supplying commercial photographs (commissioned by the client or downloaded from the website). The service provider is referred to as the Company and the person using these services as «the Client». The translation is to be published at the company's website».

The participants were also asked to complete two questionnaires – one before producing the translation and one after handing it in. The first questionnaire contained questions about the participants' background, professional experience and attitudes towards translation into Czech vs. into English. The second one included questions related specifically to the translation assignment, addressing methods of work, problems encountered during the translation process and strategies used to find a solution<sup>1</sup>.

### 3. QUALITY ASSESSMENT

All twenty translations were evaluated by three native speakers of Czech (E1, E2, E3, one of them being the author of this text). All evaluators are professional translators and translation teachers, two of them have experience in translation of legal texts. The individual assessment conducted by each evaluator independently based on a comparison of the original and target texts was preceded by a joint legal and semantic analysis of the original text by all three evaluators.

The evaluation was performed according to a set of pre-defined criteria at two levels (Martínez Mateo 2014; O'Brien 2012): 1. a lower-level evaluation aimed at detecting and classifying translation errors and 2. a global evaluation resulting in an overall grade from A to F (described in Table 1) for each translation. To calculate the average results, the grades were converted to numbers (A=1, F=4).

1. The translations and questionnaires were obtained in a larger experiment investigating two languages, two text types and two directions of translation (cf. Duběda, Mraček, Obdržálková 2018; Duběda 2018, Mraček 2018; Obdržálková 2018, 2016). The present study summarises a selected part of the results.

Grade	Description
A	– excellent, fully meets the criteria for a professional translation or requires a revision of a small number of segments
B	good, meets the criteria for a professional translation with minor reservations, some segments require revision
C	acceptable, partially meets the criteria for a professional translation, substantial revision is necessary to achieve a professional level
F	unacceptable, it would be necessary to substantially re-write the translation to achieve a professional level.

Table 1. Global evaluation. Description of grades.

As for the global evaluation (A-F) of the translations analysed in this study, 13 of the twenty translations obtained the same grade from all there evaluators, while in 7 cases (35%) the grade assigned by one evaluator was different from the other two (with a difference of a maximum of one grade).

The local-level assessment consisted of identifying translation errors and their categorisation into six types defined in Table 2. As indicated above, this study focuses on translation solutions that were identified as erroneous in terms of grammar or style<sup>2</sup>.

Symbol	Type of error
MM	A serious error in meaning. Omission of a unit of meaning (an idea/sentence). Conveying meaning contrary to that in the source text. Serious shifts in meaning. Lack of coherence affecting large segments.
M	Error in meaning. Minor omissions and shifts in meaning. Ungrounded adding of new units of meaning.
T	Terminological error. Inappropriate use of a term; lack of terminological consistency.
S	Stylistic error. Unnaturally sounding phrases. Cohesion. Inappropriate collocations. Inappropriate degree of expressiveness.
G	Grammatical error. Punctuation.
F	Formal error. Spelling and typographic errors. Formatting.

Table 2. Micro-textual assessment. Categories of translation errors.

The evaluators were asked to evaluate the translations against the «optimum quality of a commercial assignment taking into account the translation brief». Despite the effort

2. Analyses of the same material focusing on terminology have been published elsewhere (Duběda, Mraček, Obdržálková 2018).

to ensure maximum objectiveness, the evaluation process always involves a certain degree of subjectivity. It should always be remembered that translation quality is a relative concept (Mossop 2001). The evaluators quite frequently did not agree on whether the given solution should be regarded as an error or not, and differences were also observed in the classification of errors. For example, some equivalents were marked as errors in meaning by one evaluator, while the others classified them as terminological errors, similar overlaps were also seen between the categories T and S. An example is given in Table 3, which lists all the equivalents (underlined) of the expression *full and final payment* identified in the translations and how each of them was assessed by the three evaluators (E1, E2, E3). The cells with letters indicate the type of error identified, an empty cell means that the given segment was evaluated as acceptable by the given evaluator.

Source segment	Equivalents obtained in the experiment	Assessment		
		E1	E2	E3
No use may be made of the images until full and final payment – including any late payment charges that may have been levied – has been received by the Company.	<i>před definitivním splacením fakturované částky</i>	T	T	T
	<i>dokud firmě nebude úplně uhrazena dlužná částka</i>	S	T	S
	<i>Dokud společnost neobdrží úplnou a konečnou částku</i>	S	S	
	<i>(neobdrží) konečnou platbu v plné výši</i>	S	T	S
	<i>(nepřijme /neobdrží) poslední platbu v plné výši</i>		M	M
	<i>(neobdrží) platbu v plné a konečné výši</i>	S	S	S
	<i>platbu v plné výši (neobdrží)</i>			
	<i>plnou úhradu faktury</i>			
	<i>(obdrží) celou fakturovanou částku</i>			
	<i>(neobdrží) celou splatnou částku</i>			
	<i>zcela a kompletně uhrazena celá částka</i>	S	S	T
	<i>(neobdrží) úhradu celé ceny</i>	S	T	S
	<i>(neobdrží) úhradu všech dlužných obnosů</i>	S	S	S
	<i>(neobdrží) plnou výši vyfakturované částky</i>			S
	<i>(neobdrží) plnou a konečnou úhradu</i>	S	S	S
<i>(neobdrží) úplnou a konečnou platbu</i>	S			

Table 3. Example of translation quality assessment at the micro-textual level.

## 4. OVERALL RESULTS OF THE QUALITY ASSESSMENT

The average overall grade assigned for the analysed translations was 2.1; 1.9 (B) for the group of professionals and 2.3 (B-C) for the group of students. The difference is statistically significant ( $p=0.03$ ) and confirms the natural assumption that professional translators would deliver better results than students. On the other hand, the subgroup of three professional translators who have not attended a specialised course of legal translation achieved a better overall result (1.5, A-B) than those who have (2, B); however, this result must be interpreted with reservation, as the former group is very small.

As for the assessment at the micro-textual level, the average number of errors per translation in our sample was 16.7 (this number was obtained by summing up all solutions that were marked as an error of any type by at least one evaluator and calculating the average value); an average professional translation contained 13.4 errors, as compared to 19.9 errors in an average student translation (Graph 1). The difference is statistically significant ( $p=0.01$ ) and is in line with the difference in the overall grade.



Figure 1. Average total number of errors per translation

The average numbers of errors of each of the categories defined in Table 2 are shown in Figure 2. The percentages indicate the share of the given category in the total number of errors:



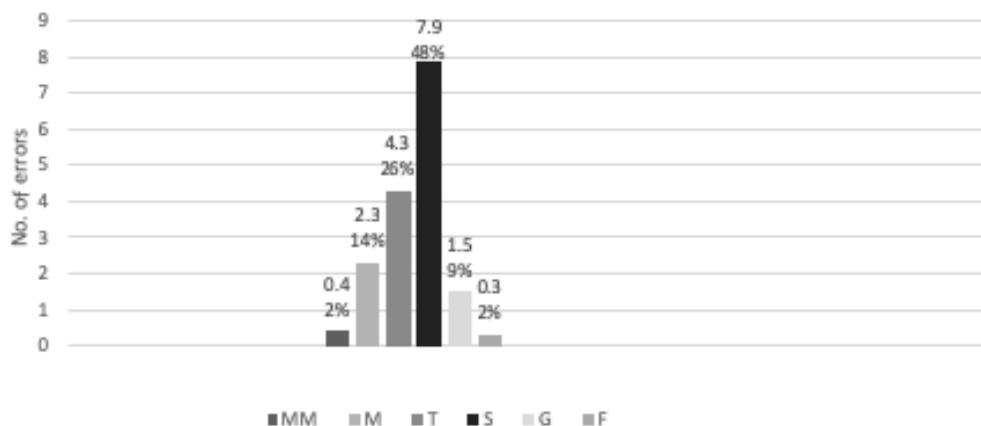


Figure 2. Average numbers of errors of each of the categories defined in Table 2

The numbers show that one translation contains approximately 8 stylistic and 1.5 grammatical errors on average, which represents 57% of the total average number of errors identified in one translation. Although these two categories were not considered as important as errors in meaning and terminology, the numbers imply that they have quite a significant impact on translation quality. An average student translation contained 9 stylistic and 1.5 grammatical errors, as compared to 6.8 stylistic and 1.3 grammatical errors in translations produced by professionals. However, the difference between the two groups is less significant than in the categories of errors in meaning (with an average of 3.4 errors in student vs. 2.1 errors in professional translations) and terminology (5.7 vs. 2.9 errors per translation respectively).

## 5. ANALYSIS AND EXAMPLES OF GRAMMATICAL AND STYLISTIC ERRORS

For the purpose of this study, we excerpted from the translations all segments that were marked as a grammatical or stylistic error by at least one evaluator. This way we obtained a list of 174 different segments, of which 49 were marked as an error by only one evaluator, and in 8 cases the evaluators did not agree on the category (e.g. two of them marked the given solution as a terminological error and one as a stylistic error). To reduce the effect of the evaluators' subjective opinion, we focused on the 116 defective segments marked as a grammatical (17) or stylistic (99) error by at least two evaluators: these were subject to a detailed analysis. The analysed segments differ in size, ranging from incorrectly used punctuation to lexical units, clauses and entire sentences. Most of the errors in our list were individual – i.e. the given solution was only found in one of the analysed translations. On the other hand, 21 solutions identified as incorrect were used

by more than one person. In the analysis, we therefore distinguish between the number of different defective solutions (also referred to as defective segments or equivalents) and the total number of errors (including repeated uses of the same solution). In the case of errors affecting higher textual levels (typically syntax), equivalents with the same underlying problem (normally a syntactic structure) were counted as one error, although the wording was different. The total number of errors included in the study was 196 (106 identified in student and 90 in professional translations).

The entire set of segments that were evaluated as either grammatical or stylistic error are treated as one group in this study, because the results of the evaluation contain a number of overlaps between the two categories (for example, segments with defective word order were categorised as grammatical errors in some cases and stylistic errors in other). Based on the empirical data, the entire list of defective translation solutions can be further divided in three large groups: errors at the lexical level, errors at the syntactic level and morphological errors. A detailed analysis with examples is given below.

### 5.1. *Errors at the lexical level*

This group contains a total of 63 different segments (97 errors if we count repetitions) and includes cases of inadequate word choice and wrongly formed collocations and phraseological units. Phraseological units and collocations are treated as a lexical problem despite the fact that to certain extent they are closely related to syntax as well. The reason for that is the special role of fixed expressions and structures. The data for each group of participants show that errors at the lexical level were distributed quite evenly between students and professionals (47 vs. 50 errors respectively).

A large majority of the 63 analysed segments containing a lexical problem were somehow related to legal terminology and specific legal phraseology, only a small part (9 segments, 15 errors if we count repetitions) concerned general lexis. This is in line with the overall tendency observed in legal translation studies, where the terminological aspects are emphasised. The results of our analyses indicate that terminological units that have been translated incorrectly in terms of their interpretation, content and meaning were generally marked as terminological errors or shifts in meaning, while where the meaning was preserved but the result sounds unnatural or does not respect the convention of the target language for the given text type, such solutions were generally considered as errors in style (or grammar in certain cases of incorrectly used prepositions). In this article, we focus only on this last group. The stylistic errors identified in the translation of non-terminological lexical elements most often consisted in a choice of an equivalent typical of another register (i.e. less formal than expected), in other cases the translators have added unnecessary words. A specific case was the

translation of the word *photography*, which in English denotes the activity, while the Czech *fotografie* refers to the product or discipline, but not to «taking photographs».

The large group of 54 translation solutions that were marked as defective and concern legal terminology and phraseology contained examples of all five categories proposed by Biel (2014, see above), to which we have added a sixth category consisting from single-word terms. In the tables, we provide examples of each category, listing all defective translations of the respective original segment and an acceptable translation proposed by the author and approved by a lawyer specialised in legal translation who was invited as a consultant.

a) Text-organising patterns

In this category, we identified one problematic segment, namely the structure *The Photographer is the Author of the photograph. / The Client is the person or organisation...* used in the definitions of terms. A total of 13 translators (6 students and 7 professionals) translated this structure literally using the Czech equivalent of the verb *to be* (see Table 4), which was evaluated as a stylistic error by two of the evaluators, who considered that using another verb is more appropriate in Czech. However, the third evaluator as well as the legal translation expert considered the literal translation acceptable as well. This example illustrates the fact that the rules for structuring of legal texts are not strictly given.

Original	Translations marked as incorrect	Acceptable translation
Photographer is the Author of the photograph.	<i>Fotograf je autor fotografie.</i> <i>Fotografem je autor fotografie.</i>	<i>Fotografem se rozumí autor fotografie.</i> /Literally: Photographer means the Author of the photograph./

Table 4. Example of a text-organising pattern

b) Grammatical patterns

According to the classification proposed by Biel, this category includes verbs (typically modal), specific connectors (such as those introducing conditional clauses) and other structures. It contains 8 different solutions marked as defective used in 19 cases by 10 students and 9 professionals. These 8 solutions are translations of four items that can be categorised as grammatical patterns typical of legal texts: the connectors *if and when* and *once*, the negative structure *No use may be made...*, and the pronoun *any*. Table 5 shows the translations of the structure *if and when* that were evaluated as stylistically defective:

Original	Translations marked as incorrect	Acceptable translation
Reproduction rights (if and when granted) are strictly limited...	<i>Jestliže a když je klientovi uděleno právo na pořizování rozmnoženin</i>	<i>Pokud budou poskytnuta práva na rozmnožování díla</i>
	<i>Práva na rozmnožování díla (jsou-li případně udělena)</i>	
	<i>Právo na reprodukci (pokud existuje a bude uděleno)</i>	

Table 5. Example of a grammatical pattern.

The connector *if and when* is a binomial structure that does not have a direct equivalent in Czech. All three cases listed in the table contain translation of both elements (the first solution in the list contains a literal translation of the original structure), but the resulting structures in Czech are redundant and even misleading. In Czech, the natural equivalent would be the conjunction *pokud (if)*.

#### c) Term-forming patterns

The translation of the expression *licence to use* was the only equivalent (used by one student) of a term-forming pattern (i.e. multiword term) that was identified as defective (see Table 6).

Original	Translation marked as incorrect	Acceptable translation
The License to Use	<i>Licence na užívání</i>	<i>Licence k užití</i>

Table 6. Example of a term-forming pattern.

As showed in Table 6, the translator uses the preposition *na* instead of the more appropriate *k*, which is more commonly used in original Czech texts with *licence* (namely the Civil Code).

#### d) Term-embedding collocations

Term-embedding collocations were the category with the highest number of solutions identified as a grammatical or stylistic error (32 solutions identified as defective, used in 40 cases by 19 students and 21 professionals). The original collocations whose translation represented a problem were the following: *full payment, full and final payment, late payment charges, make payment, reach an agreement, indemnify in respect of any claims or damages, costs arising from, keep confidential, carry out obligations, disclose to a third party, accept the exclusive direction*. As an example, we list the translations of the collocation *full and final payment*, which included a total of eight solutions that were considered defective in terms of style:

Original	Translations marked as incorrect	Acceptable translation
No use may be made of the images until full and final payment – including any late payment charges that may have been levied – has been received by the Company	<i>(nebude)</i> úplně uhrazena dlužná částka	<i>po uhrazení fakturované částky v plné výši</i>
	<i>(neobdrží)</i> úplnou a konečnou částku	
	<i>(neobdrží)</i> konečnou platbu v plné výši	
	<i>(neobdrží)</i> platbu v plné a konečné výši	
	<i>zcela a kompletně uhrazena celá částka</i>	
	<i>neobdrží</i> úhradu celé ceny	
	<i>(neobdrží)</i> úhradu všech dlužných obnosů	
	<i>(neobdrží)</i> plnou a konečnou úhradu	

Table 7. Example of a term-embedding collocation.

As in the example shown in Table 5, the authors of all the equivalents listed in the table made an effort to produce a more or less literal translation of the original expression, preserving the meaning of both adjectives (*full* and *final*). However, the resulting combinations are not used in comparable original Czech texts, where the commonly used expressions are *platba v plné výši* or *uhradit v plném rozsahu*.

#### e) Lexical collocations

The group of lexical collocations contained 8 solutions marked as defective, used in 10 cases, by 5 students and 5 professionals. The original expressions whose equivalents are included in this category are *arising from*, *in respect of*, *for the purposes of*, *in relation to*, *save as may be reasonably necessary*. In Table 8 we list four defective equivalents of the expression *arising from*.

Original	Translations marked as incorrect	Acceptable translation
The Client agrees to indemnify the Company in respect of any claims or damages or any costs arising in any manner from the reproduction	<i>vzniklé jakýmkoli způsobem z reprodukce</i>	<i>vzniklé v souvislosti s reprodukcí</i>
	<i>vznikly jakýmkoli způsobem z kopírování</i>	
	<i>z rozmnožování</i>	
	<i>náklady vzniklými jakýmkoli způsobem kvůli rozmnožování</i>	

Table 8. Example of a lexical collocation.

In the first three equivalents, the translators use the preposition *z*, which is a literal translation of *from*; however, in Czech this combination is not appropriate in this context. The fourth translator used a less literal option, but the result is not a collocation that would be used in an original Czech legal text either.

#### f) Single-word terms

Apart from the five categories of phraseological items, the analysed sample included a small group of four single-word terms that were marked as stylistically inappropriate because the chosen equivalents do not correspond to the register expected in legal texts, although they preserve the meaning of the original (such as *vyfakturované*, *časové rozmezí*, *vzniknutí*)

To conclude this section, let us look at the possible causes that lead to solutions evaluated as stylistic or grammatical errors at the lexical level. Our results show that 19 of the 63 segments (36 of the total number of 97 errors) analysed in this section were influenced by interference – the translators copied the structure of the original, neglecting the fact that Czech legal language has its own preferred structures to express the same meaning. In legal texts, the tendency to translate as closely as possible is natural because the key requirement is to convey the exact meaning of the original; however, this is sometimes in conflict with the requirement of clarity. In the case of collocations and phraseological units specific for legal texts, we should note that the rules are not strict, which has been documented also by Biel (2016, 190), and in many cases the most appropriate forms are to be sought in comparable original texts rather than in dictionaries. In this respect, we should note that some of the expressions and structures marked as erroneous in our sample do exist in texts obtained by Google search. This aspect is obviously related to the translators' instrumental competence and the ability to search for relevant sources.

## 5.2. Syntactic errors

Out of the 116 segments analysed, 45 were assigned to the category of defects at the syntactic level. As eleven of these solutions were used by more than translator, the sample contained a total of 89 syntactic errors, of which 52 were identified in student translations and 37 in translations delivered by professionals; the difference between the two groups is therefore more pronounced than in the case of errors at the lexical level. These 45 segments can be further divided into several subgroups according to the specific type of syntactic problem they involve, namely a) clauses with incorrect word order, b) wrongly formed compound sentences, c) problems of functional sentence perspective d) punctuation, e) connectors. Detailed descriptions and examples for each category are provided below.

a) Clauses with incorrect word order

This subcategory includes clauses with wrongly organised sentence elements and was the most frequent one in the group of syntactic errors, with 15 different defective segments (a total of 37 errors identified in 21 student and 16 professional translations). It includes segments that do not respect the natural syntagmatic relations between the elements, such as in the examples shown in Table 9:

Original	Translations marked as incorrect
The Client agrees to indemnify the Company in respect of any claims or damages or any costs arising in any manner from the reproduction without proper reproduction rights of any picture supplied to the Client by the Company.	<i>při rozmnožování bez příslušných rozmnožovacích práv jakéhokoliv obrázku</i>
	<i>na základě rozmnožování bez řádných práv k pořizování rozmnoženin jakýchkoli fotografií</i>
	<i>vyplývající z rozmnožování bez řádných práv na rozmnožování ve vztahu k fotografiím poskytnutým společností zákazníkovi</i>
	<i>vzniklých reprodukcí díla bez příslušných práv na reprodukci jakéhokoli autorského díla poskytnutého Klientovi Poskytovatelem</i>
	<i>z kopírování bez řádných práv pořizovat kopie jakékoli fotografie dodané zákazníkovi společností</i>
	Acceptable translation
	<i>v důsledku neoprávněného rozmnožení některé z fotografií</i>

Table 9. Examples of clauses with incorrect word order.

In the examples shown in the table, the adverbial consisting of several words (*without proper reproduction rights*) precedes the object, which is not typical in Czech, and the resulting structures are ambiguous because of the unclear relationship between the individual parts of the clause. For example, the combination *rozmnožovacích práv jakéhokoliv obrázku* can be interpreted as «reproduction rights belonging to any picture». Although the readers can infer the correct meaning from the context, deciphering the structure requires an extra effort. The best equivalent of the adverbial is the term *neoprávněný (unauthorised)*, which simplifies the entire structure.

Other examples of incorrectly organised clauses contained syllepses, i.e. structures where a single word is used in relation to two other parts of a sentence although this it grammatically or logically relates to only one, such as in the clause *faktura... jasně vymezuje, na jaké případy a na jakou dobu se toto právo uděluje*, where the preposition *na* is only acceptable in the first case.

### b) Wrongly formed compound sentences

This category contains solutions with a wrong structuring of compound sentences, i.e. defective ordering of clauses within a sentence. The result can again mislead the reader, making it difficult for them to decode the relations between the individual parts. This problem was identified in 9 of the analysed solutions (used in 16 cases, by 9 students and 7 professionals). An example is given in Table 10.

Original	Translation marked as incorrect
The Company reserves the right to refuse to supply or grant a reproduction licence to a third party when requested to do so by the Client.	<i>Společnost si vyhrazuje právo odmítnout poskytnout nebo udělit licenci na kopírování třetí straně, pokud ji o to klient požádá.</i>
	Acceptable translation
	<i>Pokud Klient požádá Společnost o poskytnutí oprávnění k rozmnožování snímků třetí straně, vyhrazuje si Společnost právo této žádosti nevyhovět.</i>

Table 10. Example of a wrongly constructed compound sentence.

In the structure that was marked as defective, the last clause (*when requested to do so by the client*) is placed at the end of the sentence (same as in the original). The Czech structure requires reformulation using the pronoun *to (it)*, which makes the resulting sentence ambiguous as this pronoun may relate to either of the preceding verbs.

### c) Problems of functional sentence perspective

The clauses and sentences assigned to this category are acceptable as regards syntagmatic relationships, but are not built correctly in terms of coherence and specifically functional sentence perspective. This problem was identified in eight different solutions (a total of 16 errors, 10 in student and 6 in professional translations). When translating the sentence shown in Table 11, seven translators (4 students and 3 professionals) came up with a solution that seems acceptable at the first sight, but contradicts the logic of the original text.



Original	Translations marked as incorrect
<p>Permission in writing may be granted for image use before payment, however this permission will be immediately revoked if payment of the invoice is not made by the timescale stated on the invoice.</p>	<p><i>Písemné povolení k užívání snímku může být uděleno před zaplacením,...</i></p>
	<p><i>Písemné povolení k užívání fotografie může být uděleno před zaplacením ceny,...</i></p>
	<p><i>Oprávnění může být uděleno v písemné formě před udělením platby,...</i></p>
	<p><i>Je možno udělit písemné povolení k používání fotografií před zaplacením dlužné částky,...</i></p>
	<p><i>Je možno udělit písemné svolení k užití fotografií před platbou,...</i></p>
	<p><i>Může být uděleno písemné svolení s využitím díla před uhrazením celé částky,...</i></p>
	<p><i>Před provedením platby lze vydat písemné svolení s použitím fotografií,...</i></p>
	<p>Acceptable translation</p> <p><i>Společnost může udělit písemné povolení k použití snímků ještě před úhradou.</i> (Literally: <i>The Company may grant a written permission to use the images already before payment.</i>)</p>

Table 11. Example of a problem of functional sentence perspective.

In English, the implicit meaning of the first (underlined) clause is «before payment, the images may be used with permission in writing». In Czech, according to the general principle of functional sentence perspective, the information in the initial part of a sentence is perceived as given or known from the context (preceding part of the text). In this particular case, placing the term *písemné povolení* (*permission in writing*) before the information on image use may confuse the readers as they expect that the information on written permission has already been mentioned earlier in the text, but it has not. Looking at the solutions listed in the table, we can see that in the first three cases, the equivalent of *permission in writing* comes at the first position in the sentence, which is particularly misleading. In the sentence proposed as an acceptable translation, the term *písemné povolení* comes after the verb and the particle *ještě* (*already, also*) is used to emphasize the final part *před úhradou* (*before payment*); without the particle, the same structure would be incoherent.

Another example of a solution that does not follow the overall logic of the text is the translation of a sentence containing the definition of the term *Photographer* (see Table 12).

Original	Translations marked as incorrect
The Photographer is the Author of the photograph.	<i>Autorem fotografie je Fotograf.</i>
	Acceptable translation
	<i>Fotografem se rozumí autor fotografie.</i>

Table 12. Example of a problem of functional sentence perspective.

Again, the sentence in itself is correct, but in this particular case, the term being defined should precede the definition. This error is closely related to the textual pattern shown in Table 4.

#### d) Punctuation

In this category (with a total of 7 different incorrect solutions used in 13 cases – by 7 students and 6 professionals), we can distinguish between solutions which do not respect the rather strict punctuation rules of the Czech grammar and cases where the use of punctuation is grammatically correct but does not comply with the conventions for legal text structuring in Czech, such as in the example shown in Table 13.

Original	Translations marked as incorrect
No use may be made of the images until full and final payment – including any late payment charges that may have been levied – has been received by the Company.	<i>dokud Společnost neobdrží konečnou platbu v plné výši – včetně jakýchkoli poplatků naúčtovaných za pozdní platbu.</i>
	<i>Dokud Společnost platbu v plné výši neobdrží – podmínka se vztahuje i na případné poplatky za platbu pozdní – nemohou být fotografie nijak využívány.</i>
	Acceptable translation
	<i>Snímky smějí být užívány až poté, co Společnost obdrží platbu v plné výši včetně případných poplatků z prodlení.</i>

Table 13. Example of incorrectly used punctuation.

The original construction includes a clause with an active verb separated by dashes. The solutions shown in the table copy the punctuation mark used in the original. However, dashes are generally not used very often in Czech legal texts; as can be seen in the proposed translation, the equivalent sentence in Czech can be formed without a punctuation mark.

e) Connectors

The last category treated in this section includes a total of five sentences (6 errors including repetitions, 4 identified in student and 2 in professional translations) with inadequate choice of connectors impairing the overall textual coherence (which is why we include them in the category of syntactic problems). Table 14 shows an incorrect translation of the English connector *or*.

Original	Translations marked as incorrect
The Photographer and the Company will keep confidential and will not disclose to any third parties or make use of information communicated to them in confidence for the purposes of the photography, save as may be reasonably necessary to enable the Photographer or the Company to carry out their obligations in relation to the commission.	... <i>aby mohl bud' Fotograf či Společnost dostát svým závazkům</i>
	Acceptable translation
	... <i>aby Fotograf nebo Společnost mohli splnit své povinnosti</i>

Table 14. Example of wrongly used connectors.

The connector *bud'... či* used in the translation corresponds to the English connector *either... or* and has a strictly disjunctive meaning, which is not contained in the original.

In general, we believe that syntactic errors have a more significant impact on the overall translation quality than the other types of linguistic and stylistic errors outlined in this study, as they negatively affect the processing of the information contained in the text by the reader. In Section 3, we have mentioned that the quality assessment criteria included the degree of difficulty of a potential revision of the translation. In this respect, it is obvious that removing errors affecting higher textual levels requires more effort than correcting those at lower levels. Interference of the original was observed in 10 of the segments analysed in this section (33 of the 89 errors, i.e. one third).

### 5.3. Morphological errors

The last category contains eight solutions (10 errors if we include repetitions, identified in 7 student and 3 professional translations) inappropriate in terms of morphology, such as incorrect verbal aspect (imperfective vs. perfective), number in verbs and substantives or forms of the participle. It is obvious that the number of errors in this category is much lower than in the other two, which indicates that both students and professional translators have a good command of the grammatical rules in their mother tongue.

## 6. CONCLUSIONS

The results show that the categories of stylistic and grammatical errors defined a priori for the purposes of quality assessment include a rather wide range of defective equivalents at various linguistic levels, from morphology to textual syntax. The typology we are using in this study is certainly not the only one possible. Legal terminology and phraseology (and specifically collocations) were the most frequent sources of linguistic and stylistic errors in translations of legal texts from English into Czech, followed by errors at the syntactic level, which we consider to be the most serious ones, as they may affect comprehension of large textual units and are most difficult to review. Interference of the source text was the underlying problem in about one third of all linguistic and stylistic errors. Professional translators achieved better overall results in overall translation quality and the average number of errors per translation, which is consistent with the findings of the PACTE group (Hurtado, 2017 269-270). As regards the numbers of stylistic and linguistic errors, the difference between the two groups was not as significant as in the case of other error types. The subcategories of errors discussed in this paper are distributed quite evenly in both groups; syntactic errors are more frequent in the translations produced by students.

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