

A Critical Comparative Analysis of Online Tools for Legal Translations

Patrizia Giampieri*

Abstract

In the current fast-paced digital world, legal translators are often confronted with a vast array of online resources that they can hardly use or understand. This paper aims to outline some of the pitfalls arising from the Internet for legal translators and the shortcomings of some online tools. In particular, it will analyse and compare online dictionaries, fora, and institutional and professional monolingual websites. In this way, it seeks to shed light on how an online search of legal terms (or better, equivalents) can become time-consuming or, if not carried out properly, confusing. Accordingly, the paper highlights the usefulness of aligned bilingual corpora, providing that the texts composing the corpora are reliable. This paper will argue that without proper training on how to use such corpora and on how to dissect the overwhelming information available on the Internet, both professional and inexperienced translators may have difficulties finding suitable legal equivalents. Finally, the paper urges that practitioners call for major interventions at the level of EU language databases, given the wide spectrum of translation mismatches demonstrated throughout.

I. Introduction

As many scholars claim,¹ the best way to approach the translation of a legal text is to be acquainted not only with the legal system of the source text, but also with the legal system of the target text. Therefore, legal translation can be regarded as ‘a tool of comparative legal analysis’² and legal translators must have a good knowledge of comparative law before engaging in any translation work.³ Translators must consider the system-specificity of legal

* Adjunct Professor, University of Macerata.

¹ G.R. De Groot G.R. and C.J.P. Van Laer, *The Quality of Legal Dictionaries: An Assessment* (Maastricht: University of Maastricht, 2008); R. Rotman, ‘The Inherent Problems of Legal Translation: Theoretical Aspects’ 6(1) *Indiana International and Comparative Law Review*, 187-196 (1995).

² S. Šarčević, *Language and Culture in EU Law: Multidisciplinary Perspectives* (London and New York: Routledge Taylor and Francis Group, 2015), 4; B. Pozzo, ‘Comparative Law and the New Frontiers of Legal Translation’, in S. Šarčević ed, *Language and Culture in EU Law: Multidisciplinary Perspective* (London and New York: Routledge Taylor and Francis Group, 2015), 73-90.

³ C.J.P. Van Laer, ‘Comparatieve Begrippen voor Juridische Vertalers’ *Terminologie et Traduction*, 65-75 (1999).

terminology⁴ when delivering their work. Furthermore, legal translations involve not only varying legal systems, but also differences between the source and the target cultures.⁵ Accordingly, a full equivalence between two legal terms pertaining to two different languages occurs only rarely. A full equivalence, in fact, can only take place when both the source and the target languages refer to the same legal system, as in Switzerland or Belgium.⁶ As a result, books and articles propose a number of translation solutions outlining the best suitable equivalents in a given legal matter and trying to tackle translation issues. Proposed solutions include preserving the foreign source term, paraphrasing or resorting to calques and neologisms.⁷ Although this paper aims neither to endorse nor challenge these alternatives, it is worthwhile to mention the difficulties encountered in legal translations and the means by which translators seek to meet those deriving difficulties. What this paper will focus on instead are the digital tools available to translators today and the ways that both first-time and professional translators can apply them. This paper argues that today's digital world, using online tools can be stimulating and challenging, but also time-consuming⁸ and, sometimes, misleading.⁹ In fact, an overabundance of resources, like that found on the Internet today, may lead to confusion and make students (ie inexperienced translators) focus on tools rather than contents.¹⁰ Therefore, translators should be equipped with reliable resources and taught how to grasp the meaning in context of legal terms, as well as how to find their corresponding equivalents in their own language. In order to highlight the strengths and weaknesses of online translation resources, this paper describes an illustrative search of legal equivalents. In particular, it describes an online search for the equivalent(s) of the Italian legal cluster (or lexical bundle) *risoluzione del contratto*. A lexical bundle, or cluster, is a recurring sequence of words that frequently appear together.¹¹ In this case, the equivalent of *risoluzione* (noun)

⁴ G.R. De Groot G.R. and C.J.P. Van Laer, n 1 above, 1.

⁵ R. Rotman, n 1 above, 189.

⁶ G.R. De Groot G.R. and C.J.P. Van Laer, n 1 above, 2.

⁷ Ibid; D. Longinotti, *Problemi specifici della traduzione giuridica. Quaderni di palazzo Serra* (Genova: Università di Genova, 2009), 17.

⁸ K. Varantola, 'Translators and Their Use of Dictionaries', in B.T.S. Atkins ed, *Using Dictionaries* (Tübingen: Niemeyer, 1998), 179-192.

⁹ F. Zanettin, 'DIY Corpora: The www and the Translator', in B. Maia, J. Haller and M. Ulrych eds, *Training the Language Services Provider for the New Millennium* (Porto: Faculdade de Letras da Universidade do Porto, 2002), 239-248; A. Galán-Mañas, 'Traducción 2.0. Las herramientas sociales en la formación de traductores' (Translation 2.0. The social tools in translators' training), in M. Cánovas, G. Delgar, L. Keim et al eds, *Challenges in Language and Translation Teaching in the Web 2.0 Era* (Granada: Comares 2012), 135-144; L. Butler-Kisber, 'Teaching and Learning in the Digital World: Possibilities and Challenges' 6(2) *Learning Landscapes*, 9 (2013).

¹⁰ A. Galán-Mañas, n 9 above, 135.

¹¹ D. Biber, S. Johansson, G. Leech et al eds, *Longman Grammar of Spoken and Written*

is the pivotal, critical term to search since *del contratto* (preposition + noun) can be easily translated as *of the contract*. Conducting this search using different digital tools verifies whether particular translation resources are reliable and elucidates the pitfalls and shortcomings which a translator might encounter. The search begins with online dictionaries, then fora, institutional websites, professionals' monolingual websites and finally corpora, both monolingual and bilingual. The paper focuses particularly on the digital tools available at the EU level.

II. Premises

On the basis of the literature outlined above, this article will illustrate the pitfalls of online translation tools. Before testing the digital tools, it is necessary to define the legal cluster *risoluzione del contratto*. According to the Italian civil code, a contract ceases to be binding between the contracting parties in three specific circumstances: breach of the contract¹² (eg: one party does not pay the other one for the services or the goods received); hardship¹³ (such as unexpected over-expenditures); and acts of god¹⁴ (like a flood; or an earthquake, etc). It must be highlighted that in the particular legal matter of a *risoluzione del contratto*, the contract neither expires naturally (ie at the agreed term), nor is it ended by a mutual decision. One party can in fact claim the ending (or unmaking) of the contract for the reasons above and ask for damages, under certain, well-specified circumstances. Once the contract has been ended (or unmade), the legal matter is restored to its original conditions as if the parties had never entered into a contract. These concepts are of vital importance in finding the ideal equivalents in English, providing that they exist. With this definition in mind, it is now possible to proceed to test online tools to see which best fit a translator's requirements.

III. Dictionaries

In this part, an analysis of dictionaries will be carried out. First, it is important to note that not all bilingual dictionaries are reliable, sometimes not even the technical (or legal) ones. As reported by De Groot and Van Laer: 'The majority of the (...) dictionaries fails (*sic.*) to offer much more than glossaries containing unsubstantiated translations'.¹⁵ The greatest

English (Harlow: Pearson Longman, 1999); K. Hyland, 'As Can Be Seen: Lexical Bundles and Disciplinary Variation' 27 *English for Specific Purposes*, 4-21 (2008).

¹² Civil Code, Art 1453 and following.

¹³ Civil Code, Art 1467.

¹⁴ Civil Code, Art 1467.

¹⁵ G.R. De Groot G.R. and C.J.P. Van Laer, n 1 above, 8.

‘deadly sin’¹⁶ of some dictionary compilers, occurs when the translation suggestions and the source words are reversed, in order to offer a sort of glossary in the target language. This practice is argued to be very dangerous, because the derived word list is not used in the legal system of the source language.¹⁷ Commentators have suggested that dictionaries should instead propose the most acceptable equivalents on the basis of the circumstances, or better, of the legal matters in question, arguing, for example, that ‘the acceptability of a potential equivalent is determined primarily by the results in practice, ie, the legal effects’.¹⁸ Although these arguments might also refer to classic, paper dictionaries, this analysis focuses on the reliability of online dictionaries, which may not necessarily be technical or legal. For a first-time Italian translator, who might access online dictionaries in order to translate the Italian *risoluzione del contratto*, the following translations could be retrieved (Table 1):

Table 1: Bilingual dictionaries¹⁹

Legal matter (Italian)	Collins	Hoepli	Il Ragazzini	Sansoni
<i>Risoluzione (del contratto)</i>	Annulment, cancellation	Rescission of contract	Rescission of contract	Cancellation of a contract

Clearly these sources do not agree on a sole term. Unfortunately, the various translations suggested are not acceptable equivalents, as they are not interchangeable. As a matter of fact, each term highlights a different legal matter. An inexperienced translator could thus be confused by the variety of options and his or her client can only hope that s/he will not choose a translation at random. Rather than doing this, in order to determine the right equivalent to use, a translator may then resort to online fora.

IV. Fora

Internet fora are virtual places where surfers share their knowledge and opinions. Wordreference is a widely-used Internet forum where members submit their queries on English or other languages (mostly Spanish, Italian

¹⁶ G.R. De Groot G.R. and C.J.P. Van Laer, n 1 above, 12.

¹⁷ Ibid.

¹⁸ S. Šarčević, ‘Conceptual Dictionaries for Translation in the Field of Law’ *International Journal of Lexicography*, 229 (1989).

¹⁹ Collins (free), available at <http://www.collinsdictionary.com>; Hoepli (free), available at <http://dizionari.repubblica.it>; IATE, available at <http://iate.europa.eu>; Il Ragazzini 2016 Zanichelli (paid with annual subscription), available at <http://ubidictionary.zanichelli.it>; Il Sansoni, Corriere della Sera (free), available at <http://dizionari.corriere.it/>.

and French).²⁰ It is considered helpful as ‘the community collectively creates knowledge and actively participates in argumentation’.²¹ However, as far as technical translations are concerned, general fora like this are not always advisable. Professional fora (ie, fora where professionals meet to discuss technicalities), such as Proz or Translatorscafé are, to some extent, more reliable. Table 2 records the results obtained from these three fora for the test phrase *risoluzione (del contratto)*:

Table 2: Fora²²

Legal matter (Italian)	Wordreference	Proz	Translatorscafé
<i>Risoluzione (del contratto)</i>	Termination/ cancellation/ rescission (<i>sic</i>)	Termination of the contract	Termination

In order to clearly understand the wide variety of the legal matters encompassing each of the above terms, a translator might seek further clarification from professional or institutional websites.

V. Professional and Institutional Websites

While professional or institutional monolingual websites may be a useful resource for translators, it takes effort to understand how and where to find such resources. On the Internet, there are numerous websites available, containing glossaries and/or legal definitions. Furthermore, as outlined above, legal systems vary greatly from country to country (if not within one nation), as well as legal matters. There are many legal issues revolving around the term *contract*, including, for example, those involving sales contracts, insurance contracts, and employment contracts, and it may not be easy to clearly distinguish terms among them. Therefore, looking for definitions on professional or experts’ websites can be time-consuming and can lead translators astray if they are not careful. As an example, consider an effort to research the differences (if any) between the terms *termination*, *cancellation* and *rescission*. The results are shown in Table 3 and highlight how confusing this sort of search might be.

²⁰ K. Maleewong, C. Anutariya, V. Wuwongse, ‘Is Vote Effective? An Empirical Study of Community Deliberation in Social Webs’, in D.K.W. Chiu, L. Bellatreche et al eds, *Web Information Systems Engineering – WISE 2010 Workshops* (Berlin, Heidelberg: Springer-Verlag, 2011), 171-183.

²¹ Ibid 174.

²² Wordreference: www.wordreference.com; Proz: www.proz.com/forum; Translatorscafé: www.translatorscafe.com.

Table 3: Professional Websites

Websites	What and where	Termination	Cancellation	Rescission
Translegal.com ²³	Private legal English courses and resources provider. Sweden	Termination refers to the ending of a contract, usually before the natural end of the anticipated term of the contract, which may be by mutual agreement or by exercise of one of his remedies due to the default of the other party.	Cancellation refers to the ending of a contract by destroying its force, validity, or effectiveness. Generally, cancellation puts an end to a contract by discharging the other party from obligations as yet unperformed, usually because the other party has breached or defaulted.	Rescission refers to the act, process of rescinding (ie undoing or unmaking) a contract. More specifically, it refers to the right of a parties involved within a contract to return to the identical state as before they entered into the agreement.
Anglofon.com ²⁴	Private legal translation provider for the EU market. Hungary	A contract can come to an end for the future, <i>ex nunc</i> , meaning from now. In this case one or both parties decide not to maintain the contractual relationship but put an end to it. In this case, the contractual relationships is said in English to be terminated.	This is an unmaking of the contract, where the parties are restored to the original condition as if they had never entered into a contract. Either party can cancel a contract without the consent of the other party.	This is an unmaking of the contract, where the parties are restored to the original condition as if they had never entered into a contract. Rescission requires some action of the other party. Either a judicial decision or an order under equity, or simply a consent of the other party to ending the contractual relationship, depending on the law.

²³ Translegal: <https://www.translegal.com/lesson/7035> (last visited 6 December 2016).

²⁴ Anglofon.com: <http://anglofon.com/difference-between-termination-and-cancellation> (last visited 6 December 2016).

UCC ²⁵	Uniform Commercial Code. USA	‘Termination’ occurs when either party pursuant to a power created by agreement or law puts an end to the contract otherwise than for its breach.	‘Cancellation’ occurs when either party puts an end to the contract for breach by the other and its effect is the same as that of ‘termination’ except that the cancelling party also retains any remedy for breach of the whole contract or any unperformed balance.	(unclear) expressions of (...) ‘rescission’ of the contract (...) shall not be construed as a renunciation or discharge of any claim.
Drukker.co.uk	Solicitors’ firm UK	<i>Termination by agreement:</i> Where both parties consent, the mutual obligations to perform contractual obligations will come to an end. <i>Termination by breach:</i> When a breach of contract takes place, the innocent party has the option of either accepting the breach and terminating the contract or suing for damages. <i>Termination by frustration:</i> Discharge by frustration occurs where it is impossible to	-	-

²⁵ UCC: Act 174 of 1962 available at https://www.michigan.gov/documents/entireucbbook_18831_7.pdf (last visited 6 December 2016) courtesy of www.legislature.mi.gov.

		perform the obligations under a contract due to a subsequent change in circumstances.		
Acts ²⁶	Consumer Credit Act 1974; The Consumer Contracts Regulations 2013 UK	The debtor (...) may by notice terminate the agreement, free of charge, at any time, subject to any period of notice. (Consumer Credit Act 1974)	The consumer may cancel (...) at any time in the cancellation period without giving any reason, and without incurring any liability except under these provisions: (a)(where enhanced delivery chosen by consumer); (b)(where value of goods diminished by consumer handling); (c)(where goods returned by consumer); (d)(where consumer requests early supply of service). (Consumer Contracts Reg 2013)	-

It is clear that the terms and their explanations differ greatly. Some similarities can however be found, at least among some sources. On the basis of the explanations provided by the European translation firms and the

²⁶ UK Acts: The consumer contracts regulations 2013 available at http://www.legislation.gov.uk/uksi/2013/3134/pdfs/uksi_20133134_en.pdf (last visited 6 December 2016); Consumer Credit act 1974 available at http://www.legislation.gov.uk/ukpga/1974/39/pdfs/ukpga_1974039_en.pdf (last visited 6 December 2016).

UCC, it is possible to infer that *risoluzione* is best translated as *cancellation*, while *termination* can refer to any other *interruption* of a contract. Although resorting to professional websites might seem to provide the necessary information, such research can be extremely time-consuming. Furthermore, an inexperienced translator must have some knowledge of the source legal system, in order not to commit translation mistakes or misinterpret texts. It is also clear that research on these professional websites must be focused, in order to understand the specificity of the legal matter and apply the correct equivalent term.

In light of the above, a legal translator may seek to resort to European institutional websites, which may have already resolved the translation differences of the legal systems of the EU member states. Searching in European institutional websites may be likely to be more fruitful, given that each EU citizen is supposed to have access to the EU laws in his/her own language.²⁷ Commentators argue that the European Union has access to the world's largest translation service.²⁸ Eur-lex™ is the European database of the EU law and publications, with translations in all European languages. Although this might seem a panacea for all the problems outlined above, some pitfalls remains. For instance, if one looks, again, for *risoluzione del contratto* in the Eur-lex™ database, both in Italian and in the corresponding English texts, the information retrieved is unfortunately inconsistent (Table 4):

Table 4 : Eur-lex™ (Italian-English)

Source Italian English

Judgment of the Court (Third Chamber) - 1 June 1995 ²⁹	<i>Risoluzione di un contratto</i>	Termination of contract
Judgment of the Court (Second Chamber) - 12 October 2004 ³⁰	<i>Risoluzione (contratto)</i>	(contract) cancellation

²⁷ R. Rotman, n 1 above, 191.

²⁸ R. Huntington, 'European Unity and the Tower of Babel' 9 *Boston University International Law Journal*, 321-348 (1991).

²⁹ Case C-42/94 *Heidemij Advies BV v European Parliament* (European Court of Justice Third Chamber 1 June 1995), available at www.eur-lex.europa.eu.

³⁰ Case C-55/02 *Commission of the European Communities v Portuguese Republic* (European Court of Justice Second Chamber 12 October 2004), available at www.curia.europa.eu.

Proposal for a regulation of the European parliament and of the council 2011 ³¹	<i>Risoluzione del contratto</i>	The contract is terminated
Judgment of the court (First Chamber) - 3 October 2013 ³²	<i>Risoluzione del contratto</i>	Rescission of the contract

Clearly even institutional resources cannot always be reliable. Moreover, when trying a reverse translation, other misleading peculiarities arise, as shown in Table 5, where words such as *terminate*, *rescission* and *cancellation* were searched in the Eur-lexTM database:

Table 5: Eur-lexTM (English-Italian)

Source English Italian

Directive 94/47/EC of the European Parliament and the Council of 26 October 1994 ³³	cancellation	<i>risoluzione</i>
Judgment of the Court (Second Chamber) - 12 October 2004 ³⁴	-a contract may be <u>terminated</u> -shall not <u>terminate</u> the -rescission	- <i>il contratto può cessare</i> - <i>non pone termine a</i> - <i>revoca</i>
Judgment of the Court (First Chamber) of 17 December 2009 ³⁵	cancellation of a contract	<i>recesso dal contratto</i>

³¹ Proposal for a regulation of the European parliament and of the council on a common European Sales Law /* com/2011/0635 final - 2011/0284 (cod), available at <http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex:52011PC0635> (last visited 6 December 2016).

³² Case C-32/12 *Soledad Duarte Hueros v Autociba SA* (European Court of Justice First Chamber 3 October 2013), available at www.curia.europa.eu.

³³ Directive 94/47/EC of the European Parliament and the Council of 26 October 1994 on the protection of purchasers in respect of certain aspects of contracts relating to the purchase of the right to use immovable properties on a timeshare basis.

³⁴ Case C-55/02, n 30 above.

³⁵ Case C-227/08 *Eva Martín Martín v EDP Editores SL* (European Court of Justice First Chamber 17 December 2009), available at www.eur-lex.europa.eu.

Judgment of the Court (Grand Chamber) of 13 September 2011 ³⁶	-termination <u>-termination</u>	-cessazione <u>-risolvere il contratto</u>
Judgment of the Court (First Chamber) of 8 December 2011 ³⁷	cancellation of a contract	<i>annullamento di un contratto</i>

It is apparent that the same lemma (in this case: terminate) can be given different translations within the same source (*cessare*, to cease; *porre termine*, to end and *risolvere*, to terminate or to cancel, respectively). It could be argued that the translation renderings of *risoluzione del contratto* take into account the types and functions or purposes of documents from which they are sourced. Nonetheless, translators may encounter difficulties in choosing the right equivalent. At the beginning of the EU era, many scholars argued that translation imprecision (or variety) in EU texts was due to a lack of proper experience, training and coordination among EU translators, asserting, for example that:

(there were) ‘two problems for drafting in the Commission: the continued rise of bad English as the Commission’s *lingua franca*, and the massive influx of new staff who naturally adopted the prevailing in-house style, rather than trying to reform it’.³⁸

In addition Annarita Felici³⁹ argues that the first texts translated into English were sourced from French. Therefore, the terminology and drafting style were not only influenced by that particular Romance language, but they were also based on the continental legal tradition. It could, however, also be argued that this imprecision or translation variety stems from the variety in types and purposes of documents for wider use in EU legal communication, as well as in-house, institutional policy. Alternatively, this sort of imprecision

³⁶ Case C-447/09 *Reinhard Prigge and Others v Deutsche Lufthansa AG* (European Court of Justice Grand Chamber 13 September 2011), available at www.eur-lex.europa.eu.

³⁷ Case C-275/10 *Residex Capital IV CV v Gemeente Rotterdam* (European Court of Justice First Chamber 8 December 2011), available at www.eur-lex.europa.eu.

³⁸ E. Wagner, ‘Why Does the Commission Need a Clear Writing Campaign’, in A. Pereira ed, *Languages and Translation: Clear Writing, European Commission Directorate-General for Translation*, 4 (2010), available at http://ec.europa.eu/dgs/translation/publications/magazines/languagestranslation/documents/issue_01_en.pdf (last visited 6 December 2016).

³⁹ A. Felici, ‘Translating EU Legislation from a Lingua Franca: Advantages and Disadvantages’, in S. Šarčević ed, *Language and Culture in EU Law* n 2 above, 123-140.

might be caused by the blind competence of a translation machine. Many are, in fact, the researchers who demonstrate how machine translation can give rise to a variety of mismatches.⁴⁰ The discrepancies encountered in the EU institutional websites are unfortunately mirrored in the IATE™ (InterActive Terminology for Europe) free online dictionary. The IATE™ dictionary defines itself as

‘the EU’s inter-institutional terminology database (...) (which) has been used in the EU institutions and agencies since summer 2004 for the collection, dissemination and shared management of EU-specific terminology.’⁴¹

Many scholars claim that inconsistent terminologies can still be found in the IATE™ database,⁴² ‘at both the level of the term and the concept’.⁴³ As a matter of fact, even after selecting *law* as the field of expertise in the IATE™ drop-down menu, the following options are found (Table 6):

Table 6: IATE™ (Italian-English)

<i>Risoluzione di (del) contratto</i>	Termination of a contract Rescission of a contract Dissolution of the contract Rescinding the contract Cancellation of (lease) End of (franchise) contract
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This further demonstrates that (online) dictionaries are not always reliable. Furthermore, there is a clear need for improvements in the translation database of the European institutions. Thus Barbara Pozzo⁴⁴ advocates for the creation of a common European terminology as developed in the Draft Common Frame of Reference (DCFR), which employs a neutral English associated with uniform EU terminology.

⁴⁰ K. Eberle, W. Kasper and C. Roher, ‘Contextual Constraints for Mt’ 4th International Conference on Theoretical and Methodological Issues in Machine Translation (Montreal, 1992); A. Doug, ‘Why Translation Is Difficult for Computers’, in H.L. Somers ed, *Computer and Translation: A Handbook for Translators* (Amsterdam: John Benjamins, 2000); I. Mel’čuk and L. Wanner, ‘Syntactic Mismatches in Machine Translation’ 20 *Machine Translation*, 81-138 (2006); Id, ‘Morphological Mismatches in Machine Translation’ 22 *Machine Translation*, 101-152 (2008).

⁴¹ [Http://iate.europa.eu/about_IATE.html](http://iate.europa.eu/about_IATE.html) (last visited 6 December 2016).

⁴² M. Bratanić and M. Lončar, ‘The Myth of EU Terminology Harmonization on National and EU Level’, in S. Šarčević ed, *Language and Culture in EU Law* n 2 above, 207-218.

⁴³ S. Šarčević, n 2 above, 12.

⁴⁴ B. Pozzo, n 2 above, 73-90.

VI. Corpora

As demonstrated above, searching for legal words in dictionaries and in professional or institutional websites might be both unreliable and time-consuming. Research has shown that translators spend up to fifty percent of their time on consulting reference resources.⁴⁵ Accordingly, translators would benefit from more effective ways to find equivalents, and to overcome the challenges outlined above. One way to deliver accurate and reliable translations is by using corpora. A corpus (plural: corpora) is a 'body of language representative of a particular variety of language or genre which is collected and stored in electronic form'.⁴⁶ According to some scholars, the uptake of corpora among professional translators seems to be quite slow⁴⁷ and there is a need to offer translators training in order to know and understand the full potentialities of corpora. Other scholars, however, argue that corpora were used by translators even before the advent of online corpora⁴⁸ and are now increasingly more popular.⁴⁹ Corpora are powerful resources because they can complement dictionaries and overcome the problems arising from the mismatches highlighted above. In online monolingual corpora translators can run queries and find concordance lines showing collocations, colligations, recurrent terms, clusters and even synonyms (although synonyms can be unreliable in a legal context). Concordance lines are phrases where the terms sought appear.⁵⁰ Collocations are words or phrases which frequently appear together. Colligations show the co-occurrence of grammatical categories (eg, verbs followed by adverbs),⁵¹ which are of paramount importance, especially for non-native speakers. Clusters are sequences of words that are frequent, in this case, in legal texts.⁵² Thus it is evident that corpora can contribute to an accurate translation work, as translators can see the words in context and understand whether the terms they choose are perfect or suitable equivalents. There are a number of corpora covering legal matters, including the British National Corpus™ (BNC),⁵³ the

⁴⁵ K. Varantola, n 8 above, 179-192.

⁴⁶ T. McEnery, *Corpus Linguistics: Some Key Terms* (Lancaster: The ESRC Centre for Corpus Approaches to Social Sciences, 2013), 5.

⁴⁷ L. Bowker, 'Corpus Resources for Translators: Academic Luxury or Professional Necessity?' 10 *TradTerm*, 213 (2004).

⁴⁸ F. Zanettin, 'Bilingual Comparable Corpora and the Training of Translators' 43(4) *Meta: Translators' Journal*, 616-630 (1998).

⁴⁹ V. Pastor and A. Alcina, 'Search Techniques in Corpora for the Training of Translators' *Proceedings of the Workshop on Natural Language Processing Methods and Corpora in Translation, Lexicography, and Language Learning*, Association for Computational Linguistics, 13-20 (2009).

⁵⁰ *Ibid* 19; T. McEnery, n 46 above, 4.

⁵¹ T. McEnery, n 46 above, 4.

⁵² V. Pastor and A. Alcina, n 49 above, 19.

⁵³ British National Corpus™, available at <http://corpus.byu.edu/bnc/> (last visited 6

Corpus of Contemporary American English^{TM54} and Lextutor^{TM55}, where it is possible to select a legal subcorpus in a drop-down menu. The BNCTM is often claimed to be outdated and non-representative.⁵⁶ However, for a first-time translator without a wide array of translation tools available, these corpora can at least provide a good starting point. There are several ways in which a corpus can be helpful to translators. For example, when searching for ‘terminate’ in the LextutorTM corpus, the following concordance line appears:

‘It is not in (the seller’s) interest to terminate the contract prematurely, nor would he wish to give the buyer the opportunity to do so. The seller might wish to cancel the contract if it proves too difficult or costly to perform’.

This excerpt makes it clear that *cancellation* is a suitable equivalent of *risoluzione*, particularly, in the case of hardship and over-expenditure. Another useful corpus is the Bononia Legal CorpusTM (BoLC),⁵⁷ which is a parallel corpus, composed of two subcorpora: Italian and English. When searching for *contract termination* in the English subcorpus, the following concordance line appears:

‘compensation for loss of office, payments for breach of contract and other termination.’

From this search result, it can be understood that *termination* is a legal matter which does not encompass the case of breach of a contract. Therefore, it would likely not be a suitable equivalent of *risoluzione*. Although such findings can provide certainty, reading entire concordance lines may be time consuming for a translator, as s/he would have to read many of them before grasping the exact meaning of words or finding suitable equivalents. However, aligned bilingual corpora may provide a solution. Aligned corpora are essentially composed of two corpora: a corpus containing the source texts and a corpus containing their translations. Aligned bilingual corpora can clearly provide translators with the most reliable translation equivalents.⁵⁸ Not only can users understand the word(s) in context, but they can also verify the proposed equivalent(s) directly in the target language and in the target context. The European institutions are also leaders in the area of

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⁵⁴ Corpus of Contemporary American EnglishTM, available at <http://corpus.byu.edu/coca/> (last visited 6 December 2016).

⁵⁵ Lexical TutorTM, available at <http://lextutor.ca/conc/eng/> (last visited 6 December 2016).

⁵⁶ F. Zanettin, n 9 above, 241.

⁵⁷ Bononia Legal Corpus – BoLCTM: <http://corpora.dslo.unibo.it/BOLCCorpQuery.html> (last visited 6 December 2016).

⁵⁸ V. Pastor and A. Alcina, n 49 above, 18.

aligned bilingual corpora. There are aligned corpora at EU level, including the European Central Bank,⁵⁹ the European Constitution⁶⁰ and the European Parliament Proceedings⁶¹ aligned corpora. Table 7 provides some examples.

Table 7: EU bilingual corpora

Type of corpus Italian English

EU Centr.Bank	<i>Risoluzione del contratto</i>	Termination
EU Const.	<u><i>Risoluzione del contratto di lavoro</i></u>	(their) employment contract is <u>terminated</u>
EU Parl.Proc.	<i>Risoluzione del contratto</i>	<u>Rescission</u> of contract <u>termination</u> of the contract <u>cancellation</u> of the contract

Clearly, the EU aligned corpora do not overcome the issues demonstrated above in the EU dictionaries and monolingual corpora. Moreover, a reverse query will unfortunately provide the same mismatches (Table 8):

Table 8: EU bilingual corpora

Type of corpus English Italian

EU Centr.bank	<u>Termination</u> of a (framework) contract	<u>Rescissione di un contratto (quadro)</u>
EU Centr.bank	Early <u>termination</u> of a contract	<u>Risoluzione anticipata del contratto</u>

The results of this search reinforce the findings described above, that major interventions are called for in the linguistic database of the EU institutions. Although a corpus can be a reliable tool for accurate translations, it ‘can’t tell us what’s possible or correct or not possible or incorrect in language; it can only tell us what is or is not present in the corpus’.⁶² This is thus a limit of using a monolingual or a bilingual corpus as a translation tool, which

⁵⁹ European Central bank: <http://opus.lingfil.uu.se/ECB.php> (last visited 6 December 2016).

⁶⁰ European Constitution: <http://opus.lingfil.uu.se/cwb/EUconst/frames-cqp.html> (last visited 6 December 2016).

⁶¹ European Parliament proceedings: <http://opus.lingfil.uu.se/cwb/Europarl7/frames-cqp.html> (last visited 6 December 2016).

⁶² G. Bennet, *Using Corpora in the Language Learning Classroom: Corpus Linguistics for Teachers* (Ann Arbor, Michigan: The University of Michigan Press, 2010), 3.

translators must always keep in mind.

After consulting dictionaries, fora, professional websites and corpora, the question of a suitable equivalent of *risoluzione del contratto* still remains unanswered. *Contract cancellation* provides a weak solution, but more painstaking research is called for, before it can be deemed a suitable equivalent. It is thus clear that the digital tools available online can often be confusing.⁶³ As a consequence, either inexperienced or professional translators should be taught how to skim the information they find online⁶⁴ and how to take a critical approach to the translation solutions found on the Internet.

VII. Conclusion

Each country is characterized by a different linguistic, cultural and legal system.⁶⁵ Therefore, legal translations entail a certain level of system specificity and are not only challenging from a linguistic point of view, but also from a legal point of view.⁶⁶ Taking this into consideration, this paper aimed to verify whether legal translators could find online resources to provide accurate and reliable equivalents of legal terms. As an example, the paper demonstrated a search of the suitable equivalent(s) of the Italian cluster *risoluzione del contratto*. This search showed that finding a satisfactory translation of the cluster by using online resources is far from an easy task to accomplish. This was due to the inaccuracy of general online dictionaries, the unreliability of fora (which may not be implemented by professionals) and translator's lack of familiarity with corpora. Further, the difficulties in finding accurate equivalents were aggravated by some mismatches in EU documents. The EU online databases and language resources (which range from online dictionaries to monolingual and bilingual corpora) are in need of some improvements.⁶⁷ These findings are rather daunting, especially those at the EU level. In the EU all laws are translated in the national languages of the member states. Therefore, users should have access to a vast and accurate linguistic database. What this study demonstrated, instead, was the unexpected imprecision of the EU's tools, although the creation of a common European terminology (namely, the Draft Common Frame of Reference) is in sight.⁶⁸ There is thus a need for major improvements, in order to offer translators more reliable resources. This paper also highlighted

⁶³ F. Zanettin, n 9 above, 239-48.

⁶⁴ W. Fletcher, 'Concordancing the Web with KWICFinder', presentation given at the Third North American Symposium on Corpus Linguistics and Language Teaching, Boston, 23-25 (2001).

⁶⁵ S. Šarčević, n 2 above.

⁶⁶ R. Rotman, n 5 above, 187-196; G.R. De Groot and C.J.P. Van Laer, n 1 above.

⁶⁷ R. Huntington, n 28 above, 321-348; R. Rotman, n 5 above, 187-196.

⁶⁸ B. Pozzo, n 2 above.

the importance of training translators on how to skim the information sourced online and on how to use monolingual and aligned corpora in order to tackle the issues outlined above. Corpora have a great deal of potential, provided that the texts which they are based on are reliable, but this potential is still unrecognized by translators.⁶⁹ The improvements recommended above are mandatory, in order to reduce the time spent on Internet research and to provide translators with accurate resources.

⁶⁹ L. Bowker, n 47 above, 213-247 (2004).