Teaching Legal Translation – A Case Study of Making Students Aware of Translation Risks Resulting from Pluricentrism

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Abstract This article examines the phenomenon of pluricentrism in languages for legal purposes in the contexts of legal translation teaching. The purpose of the research is to discuss the teaching problems stemming from the coexistence of different language varieties of pluricentric languages in a legal setting, and how this can affect translation decisions. The research focuses on English and German. The authors apply the method of comparative law analysis and the parametric comparison to identify differences and similarities in legal terminology, in order to develop the resulting didactic implications for legal translation courses. The methods used in the article encompass: the analysis of comparable texts, the terminological analysis of research material (the method of comparative law analysis and the parametric comparison of terminology), the theory of *skopos*, and an analysis of the relevant literature. The research material mostly consisted of civil law documents of countries where the languages under discussion are spoken. The research hypothesis is that if a given language is an official language in more than one country, the legal languages are not uniform and vary in respect to national legal language variants (similar to general language), and consequently there is a risk of making an error. Thus, the students of translation studies must be made aware of the resultant differences in order to solve translation problems more efficiently and to reduce the number of errors in specialized translation. The analysis of the source text through the prism of terminology should be related to the legal system of the country concerned. Students of translation courses should be aware of the semantic differences between legal terms in order to find proper equivalents.

Key words language variants, legal language, pluricentrism, polycentrism, teaching translation

1 Introduction

Translation teaching is a relatively new branch of linguistics that has been rapidly developing since early 20th century. In general, scholars agree that it is necessary to equip students with the abilities which will enable them to solve translation problems effectively. The aim of translation teaching is to give future translators tools for successful rendition of various translations, rather than to teach them one type of translation (cf. Prieto Ramos 2011, Li 2014, Kordić 2016). This is due to the fact that market requirements today are changing on an unprecedented scale and at an incredible pace. Thanks to the development of IT, it is even envisaged that the profession of translators may soon be replaced with the profession of verifiers and proofreaders

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of automatically generated translations (Pasteur 2013). It is also not possible to foresee which language for specific purposes will be productive enough to enable translators to make a living out of it.

Therefore, focusing on problems which are present in translation of various LSPs and methods of solving them is necessary. Among the most important skills the scholars enumerate the ability (i) to work with comparable texts (in the past called parallel texts), (ii) to determine the aim of translation (the theory of *skopos*) and recently (iii) to create and work with linguistic corpora. Consequently, making translation students aware of the existence of typical problems as well as showing them the consequences of not recognizing such phenomena in terms of not only successful solutions but also translation errors and mistakes and their consequences seems to be essential. The existence of language varieties in some language pairs is one such translation problem of which students should be aware. Therefore, the purpose of this article is to illustrate the impact of the language variety resulting from pluricentrism on legal communication and its consequences for legal translation teaching (cf. Skubis 2016) and to suggest possible ways to increase awareness of the future translators on the language pluricentrism in the process of translation teaching in order to eliminate potential translation errors and mistakes stemming from the phenomenon.

The paper consists of three parts. In the first part, the research problem is stated, namely the variantivity of some languages known as pluricentrism. In the second part, the research material (examples depicting differences between varieties in languages under scrutiny, namely English and German) and methodology, are presented. In the next part, the implications for teaching translation are discussed. The authors present a selection of exercises which may be used to make students aware of potential problems which may occur in the course of translation when at least one language in a pair is pluricentric. Finally, the authors provide conclusions focusing on teaching LSP translation.

2 The dimension of language variety – research problem

Since the concept of "one-nation-one-language" seems to be unrealistic (da Silva 2014), it is assumed that natural languages exist in varieties (cf. Matulewska 2013, 2017a, 2017b, Kristiansen 2014: 1–4), standard lects spoken in the territory of a given country in official communication that are used to formulate texts of various genres. The normative variant "generally becomes attached to the general set of prevailing linguistic norms associated with an influential or high-status group" (Bowerman 2006: 702). Awareness of linguistic differences and the speaker's attitudes towards these varieties have considerably contributed to the development of concept of language variation, diffusion and change (cf. Labov 1966, 1972, Arntz/Mayer 1996, Mayer/Palermo/Woelk 1996). Clyne (1991: 1) states that:

> Pluricentric languages are both unifiers and dividers of people. They unify people through the use of the language and separate them through the development of national norms and indices and linguistic variables with which the speakers identify. They mark group boundaries indicating who belongs and who does not.

The existence of language varieties triggers discussions concerning standardization, as well as the codification of standard varieties determining the common standard: the monocentric attitude contributes to the preservation of the unity of a language, whereas pluricentric attitude promotes the coexistence and recognition of regional varieties, but in some cases demands the

recognition of them (cf. e. g. Muhr 2004, de Cillia 2006, Kenesei 2006). The European Union, for instance, in the case of German which is the EU official language declared by Germany and Austria, has decided to use the German variety (e. g. terminology denoting fruit species).

Moreover, the existence of language variety is one of the factors affecting communication and which requires the translator to adjust the message to the communicative needs of the translation recipients (de Groot 1987, 1999). Thus, when we talk about the relativization of translation, we must remember that using terminology from a specific language variant is one of the very first steps the translator should bear in mind. We should be aware of the fact that legal languages differ considerably depending on the country in which they are used (Brambilla/Gerdes/Messina 2013). Interestingly, Jacewicz (2010a: 193) points out the specificity of legal language, which has different terms in each country, and which she confronts with other languages of special purposes that have many international terms:

> Was jedoch die Rechtssprache von anderen Fachsprachen sehr deutlich unterscheidet, ist die Tatsache, dass die normierten Rechtsbegriffe nicht international, sondern national sind, d. h., ihre Bedeutung variiert von Land zu Land, von Rechtsordnung zu Rechtsordnung und zieht daher große Schwierigkeiten für die Übersetzer nach sich.

This is due to the fact that every single legal system, even if they have common roots with other legal systems, develops in a unique way. Moreover, legal systems have to be in compliance with the mentality, ethical rules, morals and customs which are present in a given country. Therefore, when analyzing the legal language existing in some variants, we can observe that the same term may very frequently be used in more than one country but its meanings are often not identical. This leads to the reflexion expressed by Brambilla/Gerdes/Messina (2013: 7–9) that legal translation cannot be limited to the analysis of terminological and structural inconsistency caused by the diatopic variation, but also should be connected with the legal comparison.

Sometimes, the differences in the meanings are trivial, but sometimes they may be vital from the perspective of the participants in legal communication. Sometimes, the same term may be used in more than one country, but it has completely different meanings depending on the territory in which it is used. Users also develop different terms to refer to the same legal concepts or almost identical legal concepts. Mixing terminology from more than one language variant in a single translation results in the production of target text which is a cocktail of legal systems. This entails the danger of creating a text which can distort the principle of terminological cohesion, and consequently the principle of precision in legal communication. As a result, the distance between the source text meaning and the target text meaning may be communicatively unacceptable from the perspective of the participants in legal communication.

Therefore, the following research hypotheses are put forward:

1. Languages which are official in more than one country develop legal languages that are not uniform and vary in respect to national legal language variants (similar to general language).
2. Consequently, translators who are not aware of such variants of a pluricentric language may produce texts which contain a mixture of terminology from various variants.
3. The proper recognition of the language variant of the source text is pivotal for proper understanding and consequently interpretation of the source text.
4. Using mixtures of terminology derived from various legal systems in one text cause interpretation problems in some instances.

5. In extreme cases the usage of a term from an improper variant of a pluricentric language is a translation error.

When talking about pluricentric languages one cannot omit such languages as English or German. Those two languages are the subject of the authors' exercise provided in the research section.

2.1 English

The English language is spoken as a national or official language in 75 territories worldwide "with over 60 political and cultural histories to consider" (Crystal 2003: 106). This leads to the co-existence of numerous legal language varieties. As a result, legal terms require interpretation with reference to a specific national legal system. The differences between these varieties mainly concern spelling, lexis, morphology or syntax, as well as phonetics, but sometimes also grammar. Language coherence and consistency are extremely important for the adequate reception of a text. As for written text, phonetics is not important (though it may be pivotal when interpreting texts), but spelling, morphology or syntax and finally lexis and specialized terminology play the main role in a translated text.

As far as spelling is concerned the following differences may be observed between American and British English: in British English such words as *defence, offence, licence* are written with *-ence* whereas in American with *-ense* at the end. Moreover, some words in British English are written with one *-l* (e. g. *enrol*) whereas in American with double *-ll* (e. g. *enroll*). However, the most distinguishing feature in spelling is *-ou* endings in British English (e. g. *behaviour*) where in American there is *-o* (e. g. *behavior*).

As far as lexis is concerned many legal languages contain borrowings from various languages. English legal language is saturated with Latinisms despite the fact that the Anglo-Saxon legal system is based on common law and equity with marginal influences of Roman law. Nevertheless, there are some cases when English equivalents exist together with Latin counterparts (cf. Alcaraz/Hughes 2002). For example, *prima facie* means 'at first sight' in British English and has an extended meaning in American English 'on first view, before further examination', 'based on a first impression' or 'self-evident' (*Webster's New World College Dictionary*). *Bona fide* ('in good faith') apart being present in British and American English can be found in Irish with an informal meaning: 'a public house licensed to remain open after normal hours to serve bona fide travellers' (*Collins English Dictionary*). *Onus probandi* 'burden of proof' (Jarosz 2001) is used in the United Kingdom and the United States of America. The translator who knows the meaning of the Latin expression in the source language may be tempted to assume that the meaning is the same in the target language which is not necessarily true. If such an assumption is made, he or she may fail to check the meaning of the term in question in a given legal system even if it is available in dictionaries.

Borrowings in English are of various origins, including Greek, Italian or French. Borrowed terms frequently have their equivalents in English, which may also be used in parallel. It is up to the translator to decide which term to use. Sometimes it is the usage that determines the selection of the equivalent. Below the authors provide a few examples of borrowings that are discussed in the publications of Mellinkoff (1963: 15 f.), Pieńkos (1999: 61) and Matulewska (2007: 119):

1. examples of borrowings from Greek: *authentic, democracy, homologation*,
2. examples of borrowings from Italian: *bank, bankruptcy, firm, credit*,
3. examples of borrowings from French and Norman: *claim, crime, debt, marriage, suit*.

There are other lexical differences as well, such as terminological differentiation, e. g.: *mobile phone* (UK) and *cell phone* (US), *flat* (UK) and *apartment* (US), *disclosure* (UK) and *discovery* (US) etc.

Translators may have problems with terminological consistency and may apply terms referring to the same objects of reality in various legal systems. For example, the term *easement* (used in England, Wales, Malta and the USA) is called in a different way in other legal realities. In the law of Louisiana, Puerto Rico and South Africa and in Quebec and Scotland it is called *servitude* (Latin: *servitutes*) and in Phillipines it is *easement* or *servitude*. In Roman law *easements* were the oldest rights over another person's property/proprietory rights involving the use of the property of another. Easements could not be *servitus in faciendo consistere nequit*, because the essence of easements is not acting but sufferance of another's act or tolerating certain acts of another.

Another example of differing terminology across one language are the terms for the owner of immovable property. In England and Wales this is called *benefited proprietor/owner* or *dominant proprietor/owner*, however in Scotland it is called *owner of the dominant tenement*. Also, the owner of easement property in England is the *burdened proprietor/owner* or *servient owner*, and in Scotland *owner of the servient tenement* (Ashton et al. 2007: 657).

Similarly, the institution responsible for running land registry records is named differently – in England and Wales it is *Land Registry* whereas in Scotland *Land Register*.

Moreover, there is one complex term which includes terms from other legal realities. It works as a hyperonym for such terms as *servitudes* (Scotland), *easements* (England and Wales, USA) and *real covenants* (England and Wales, USA). All of these terms are *encumbrances*.

Another interesting example refers to mixing dry goods (solids). In South African law and in Scotland the term *commixtion* is used but *mixing* in law in South Africa and England and Wales.

When we are talking about joining one movable property to another movable property we call it *confusion* in the law of South Africa and Scotland, *blending* in the law of South Africa (they use both terms in South Africa), or *mixing* in England and Wales. The same thing occurs with the term *specification* 'processing', in Scotland and the law of South Africa it is *specification*, in England and Wales it is *specificatio* or *alternation* or *manufacture*.

This feature of English has been discussed by various scholars (e. g. Galdia 2017: 162 f.).

Finally, we must mention collocations. In British English, *at* is the preposition used in relation to time and place (Thomson/Martinet 1996). In the American variety *on* is used for time and *in* for place designations (Mindt/Weber 1989).

As already mentioned there are also grammatical differences. It should be remembered that in British English collective nouns can be either singular or plural whereas in American English collective nouns are considered singular. In the British variety, more formal structures are used more than in the American variety. These include impersonal sentences with *one* as a subject or the usage of *shall*, whereas in the American variety they rather use *you* as the subject of impersonal sentences and the less formal *will* instead of *shall*. There are also other grammatical differences, such as the difference in usage of the Present Perfect and Past Perfect tenses in those two variants of English.

Additionally, English is a so-called official language in many international institutions enacting international laws and soft-laws, including the European Union (but the language used by the European Union will be discussed as Eurolect) (cf. Biel 2013). As the language is a *lingua franca* of contemporary communication, it also acts as a pivot language in translation. This means that translators of the so-called small languages (or languages of limited diffusion, cf. Šarčević 1988, Bajčić 2018) use English dictionaries as well as the terminological data bases to find equivalents. Though the practice increases the translational distance as the language chain is prolonged, there is no denying the fact that it is applied. Some publishing houses have decided to publish course books in the so-called international legal language, though the name is misleading, because legal terminology is highly system-bound and it is interpreted in the light of a given legal system.

2.2 German

The German language is spoken as an official language in Europe in Germany, Austria, Switzerland, Belgium, Lichtenstein, Luxemburg and as the language of minorities in many other countries (Brambilla/Gerdes/Messina 2013). The conceptualization of German as a pluri-/polycentric language refers to the establishing of three equivalent varieties, the German variety (deutschländisches Deutsch, Bundesdeutsch, Binnendeutsch, hereinafter referred to as DE), the Austrian variety (österreichisches Standarddeutsch, hereinafter referred to as AT) and the Swiss variety (Schweizerhochdeutsch, hereinafter referred to as CH) (Kubacki 2014b: 165).

The differences between these varieties mainly concern lexis, morphology or syntax, as well as phonetics. Focusing on legal language, we must remember that the varieties of German, as in the case of other languages, can lead to difficulties in the selection of the adequate equivalents. Below we discuss the differences between these varieties and the consequences for translation.

In spelling and punctuation, a recommended standard is published by the Council for German Orthography (formed in 2004) which represents the governments of all majority and minority German-speaking countries and dependencies, however some differences can be noticed (e. g. there is no <ß> in Switzerland, but <ss> instead).

As for the language situation in Austria, attention should be paid to its location, and geographical and historical circumstances. Austria lies almost entirely in the Bavarian ethnic and dialectal area. This means that Austrian German is mainly based on the Upper German dialects (Oberdeutsch) which were used in southern Germany, especially Bavaria (cf. Szulc 1999: 162). It is worth taking a moment to consider the specifics of the Austrian version of the German language, and in particular its legal language. Austrian German is saturated with many Italianisms (*Assekuranz* – 'insurance') and Latinisms (*Evidenz* – 'register') (Kubacki 2014a: 167). Other interesting phenomena that characterize standard Austrian German are, for example, a change in grammatical kind, e. g. 'e-mail': *das E-Mail* (AT, neuter) – *die E-Mail* (DE, female), which is sometimes accompanied by removing the vocabulary basis of a noun, e. g. *der Akt* (AT) – *die Akte* (DE). The scale of differences of Austrian German and German with reference to the legal context are illustrated in the table below (cf. Utri 2013: 176).

Table 1: Examples of variety differences between Austrian German and German

Austrian German (AT)	German (DE)	English
Gerichtsakt m.	*Gerichtsakte* f.	*court record*
Hacklerregelung	*Schwerarbeiterregelung*	*regulation for heavy labor*
Jus	*Jura* (science of)	*law*
Landeshauptfrau	*Ministerpräsidentin*	*prime minister*
Monatsbezug	*Monatsvergütung*	*monthly honorarium*

In Switzerland, there are two varieties of German: standard German (Schriftdeutsch or Hochdeutsch) and Swiss German, a language based on Alemannic dialects (Schwyzerdütsch), which functions mainly in spoken language (cf. Siebenhaar/Wyler 1997: 9, Ammon, Bickel, Lenz 2016). Swiss German uses many borrowings from French. In addition, there are many borrowings from Italian in everyday use, such as 'advance payment' *Akonto* (CH) – *Anzahlung* (DE), *English Subsidium* (CH) – *finanzielle Unterstützung* (DE). The main differences between German and Swiss German, though, refer to morphology and can be observed in the grammatical gender of nouns, e. g. *Prozent, Radio, Taxi* are masculine in Switzerland, and neuter in Germany, in the different creation of verbs with *-ieren*, e. g. *parkieren* (CH) – *parken* (DE), in the different reaction of prepositions that are usually combined in German with the genitive, and in Swiss German with the accusative, e. g. *hinsichtlich, zufolge* (Kubacki 2014a: 170). There are numerous lexical differences between German in Germany and German in Austria or Switzerland such as provided in the table below.

Table 2: Examples of variety differences between Swiss German and German (Kubacki 2014a:170)

German	Swiss German	English
Tatbestand	*Erwägungen*	*facts of the case*
Familiensache/Ehesache	*Sache betreffend Ehescheidung*	*divorce case*
Justizangestellter als Urkundsbeamter	*Gerichtsschreiber*	*court registrar*

Translators frequently have problems with terminological consistency, and use terms referring to the same objects of reality in several legal systems. Kubacki (2009: 85) claims that "a translator should make the translation uniform with respect to German, Austrian and Swiss terms, which are formally different but have the same meaning". The translator is expected to prepare the translation using the conventionally accepted expressions used in the target language variety. Using a mixture of terms may lead to translation errors. In order to illustrate the problem, he provides the following examples of such terms, also taking into account the diachronic perspective:

Grounds (for a judgment) = *Entscheidungsgründe* (DE) / *Begründung* (AT, CH)

Personal data = *Personalien* (DE) / *Generalien* (AT)

Procedural writ = *Prozessschriftsatz* (DE) / *Prozessschrift* (CH)

Preventive measure = *Präventivmaßnahme* (DE) / *vorbeugende Maßnahme* (AT)

Interrogation / Hearing = *Verhör, Vernehmung* (DE) / *Einvernahme* (AT, CH)

Default judgment = *Versäumnisurteil* (DE) / *Kontumanzurteil* (CH)
Decision on the issue of an inheritance certificate = *Beschluss* ü*ber die Erteilung des Erbscheins* (DE) / *Einantwortungsbeschluss* (AT) (examples provided by Kubacki 2009: 84).

He also points out that there are stylistic variations which may be observed. For instance, immediately below a judgment heading there is an expression used in Germany *im Namen des Volkes* ('in the name of the nation'), and in Austria *im Namen der Republik* ('in the name of the Republic') (Kubacki 2009: 79). The same author refers to similar problems connected with the translation of legal texts issued by the birth, death and marriage registries from Polish into German, pointing out that, for instance, the terms designating the surname given to someone at birth as a result of being born into a given family are: *Name* in Switzerland, *Geschlechtsname* in Austria and *Geburtsname* in Germany. There is also the term *Familienname* which refers to the name which a person uses at a given moment. Thus, the term may be modified by adding the equivalents of the phrases *before the conclusion of marriage* and *after the conclusion of marriage*. But we can also find the terms *Ehename* and *gemeinsamer Familienname* which refer to the common name of the spouses, similarly to *Familienname nach der Eheschließung* and *Name nach der Eheschließung* (with the last one used in Switzerland) (Kubacki 2012: 155 f.).

The EU standardized the terminology of Germany and Austria. It also contributed to diversification in reference to Switzerland (due to non-membership).

The dimension of language variant has been indicated in research of Matulewska (2013, 2017a, 2017b) as one of most important in the event of pluricentric languages and necessary to take into account when carrying out the parametric comparison of meanings of legal terms.

Therefore, the language variant, as revealed by the results of research, must be considered one of the most important dimensions when comparing legal terminology and choosing adequate translational equivalents in language pairs in which at least one exists in national or pan-national variants, that is to say is a pluricentric language.

3 Research methods and material

It should be mentioned here that one of the authors has been teaching legal translation since 2003 and has a corpus of 176 translation works of students spanning over 17 years. The analysis of errors frequently committed by the students of translation studies has revealed that the lack of indices in bilingual legal dictionaries frequently leads to mixing language variants as far as pluricentric languages are concerned. Additionally, the students frequently have problems with proper decoding of the meaning in the case of homograph or almost homograph terms that have different meanings in different language variants.

What is more, the analysis of errors during translation courses has led to an interesting observation, that native speakers of a monocentric language are not aware of the extent of possible communication distortions that may occur when mixing terminology from variants of a pluricentric language. This is a direct result of the usage of globalized-market course books used at universities such as those devoted to teaching international business language or international legal language. Although such course books are sufficient for broadening general English skills by expanding specialized vocabulary and enabling readers/learners to understand

newspaper articles on business and law, they are insufficient to train future translators of texts formulated in languages for special purposes. The need to explain to students the necessity to take into account a language variant in a clear and illustrative manner, has prompted the preparation of the exercises discussed below.

As already mentioned in the introduction, future translators should be taught how to solve problems rather than how to translate a given term or phrase. This is due to the fact that legal languages evolve in time and space and the equivalent established as adequate at a particular time and for a particular country may be inadequate at a later date. That is the case of the term *marriage* which traditionally used to be understood as the union of a man and a woman. Currently the term *marriage* in England and Wales encompasses the registered union of persons of opposite and same sexes. At the same time, in some countries the law does not allow for same sex marriages. Thus, the traditional equivalent pair of UK *marriage* and *marriage* in any country where the law remains unchanged is no longer equivalent as the UK term has an expanded meaning.

Taking this into account, it must be assumed that translators should be well versed with applying different research methods when rendering translations. The first method is based on the analysis of comparable texts (also called parallel texts). The analysis of comparable texts includes texts of the same genre as the source text that actually exist in the target language. According to Delisle et al. (1999: 166) "a text that represents the same text type as the source text" or "a text that treats the same or a closely related topic in the same subject field and that serves as a source for the <mots justes> and <terms> that should ideally be incorporated into the <target text> to ensure collocational <cohesion>" can be called "comparable texts". Therefore, all the documents used below to prepare the exercises are examples of comparable texts, as they belong to the same genre, text type, and subject field. At the same time, as the aim of the paper is to focus on pluricentrism of English and German legal languages, they are original texts formulated in selected English- and German-speaking countries. The authors have also decided to focus on family law and insolvency law. This is due to the fact that contemporary globalization trends enable people to travel and cooperate on an unprecedented scale. As a result, the number of marriages between persons coming from two different countries has been continually increasing according to statistics (cf. Lanzieri 2011). Such unions of citizens of two countries generate the need to translate and interpret texts in legal settings. Analogously, globalized markets generate the need to translate contract law, accounting law and insolvency law texts, due to cross-border transactions and insolvencies. Due to space constraints, it is not possible to provide examples from all the pertinent branches of law. Therefore the authors have limited themselves to two. Consequently, the research material we use encompasses texts in a few varieties of English as well as German.

We underline the fact that comparable texts are the most reliable sources of terminological and textual-normative information from the point of view of translation, because, as Neubert (1996: 101) notes: they

> are texts produced by users of different languages under near-identical communicative conditions. [...] [such] text files [...] are part and parcel of the material and mental equipment of the competent translator. This equipment is a vast database storing enormous experience. It is the key to an extensive knowledge of how texts are structured in the (text) world of different (communicative) cultures.

The second method which is necessary to understand the efficiency of translation is based on the *skopos* theory. In the late seventies, Vermeer proposed *skopos* theory, which he developed in the eighties in collaboration with Reiss (Reiss/Vermeer 2014). In this theory, the key issue for translation is to determine the *skopos*, or in other words, the purpose of translation, and, based on this goal, to determine the most adequate translation strategy (choice of translation methods and techniques, cf. Baradaji 2009). The source text is supposed to be translated into the target language in such a way that it is understandable for the target recipient. Vermeer noticed that there is no universal translation that would be understandable for all types of recipients. What is more,

> the skopos theory thus in no way claims that a translated text should ipso facto conform to the target culture behaviour or expectations, that a translation must always "adapt" to the target culture. This is just one possibility: the theory equally well accommodates the opposite type of translation, deliberately marked, with the intention of expressing source-culture features by target culture means. Everything between these two extremes is likewise possible, including hybrid cases. To know what the point of a translation is, to be conscious of the action – that is the goal of the skopos theory. The theory campaigns against the belief that there is no aim (in any sense whatever), that translation is a purposeless activity. (Vermeer 2001: 231).

In our case the *skopos* – understood as the paradigm shift, from linguistics to functionalism, concentrating on extra-linguistic factors (such as culture) and textual factors (such as the 'purpose' of a text) (Nord 2012: 34) – is the choice of adequate translational equivalents that are communicatively effective in a given situation as there is a vast number of terminological differences in pluricentric languages. Such differences may lead to inadequate translations (a translator may have a 50:50 chance of choosing an adequate equivalent, as in the case described below concerning the terms *contract of marriage* and *marriage contract*). To avoid random choices, the teacher should make his/her students aware of the differences between pluricentric languages. Only in this way can one consciously choose adequate equivalents.

As there are stylistic deviations in pluricentric legal languages one should aim to achieve text-normative equivalence. Kierzkowska (2002: 96) defines text-normative equivalence as relating to language and text standards (style, register, use of grammatical and syntactic structures, as well as syntagms occurring in the target legal language) regardless of the orientation of the translation at the terminological level (orientation to the source language, i. e. the use of denotation for the needs of a close recipient, and orientation to the target language, i. e. the use of connotations for the needs of a close recipient). Also, within each pluricentric language it is necessary to compare the meanings, that is to say, to apply the method of comparative law analysis (Pieńkos 1999, Šarčević 2000, Galdia 2017) and the parametric method of terminology comparison (Matulewska 2013) of the meanings of concepts which is our last method. The comparative law analysis takes into account finding out the meanings of terms recognized as binding in a specific legal system of a particular state. Having found such definitions the translator may compare them applying the parametric approach which enables to find out similarities and differences as well as establish which term out of a few is more equivalent (taking into account parameters such as branch of law, type of lect, language variant, etc.) (for more examples cf. Matulewska 2013, 2017a, 2017b).

To recapitulate, the authors used the terminology concerning (i) the conclusion of marriage in English normative acts (among others in the UK, USA, Canada) and (ii) insolvency

in German normative acts (German, Austrian and Swiss) in the proposed exercises. For the purpose of comparison the authors created two exercises which can be conducted in a class to show the students the differences between terminology which is bound to specific countries.

The research material included mostly civil law legislation in two languages, namely English and German. The authors used the following source texts:

(i) Canada Civil Marriage Act S.C., 2005[1],
(ii) Civil Code of Québec 1991[2],
(iii) UK Private International Law (Miscellaneous Provisions) Act, 1995[3],
(iv) Eritrea: Children's Rights References In The Universal Periodic Review. Child Rights International Network, 2010[4],
(v) Minimum Age of Marriage: The International/Regional Legal Framework. The African Charter on the Rights and Welfare of the Child, 1990[5],
(vi) Steps to Justice. Your guide to law in Ontario, 2016[6],
(vii) Islamic laws[7],
(viii) Insolvenzordnung, BGBl. I S. 2866, 1994[8],
(ix) Bundesgesetzblatt für die Republik Österreich, 1997[9],
(x) Bundesgesetz über Schuldbetreibung und Konkurs (SchKG) vom 11. April 1889 (Stand am 1. Januar 2020)[10].

4 Implications for translation teaching and proposed exercise

There are no perfect rules when it comes to teaching translation. As Prieto Ramos (2014: 124) puts it: "[n]o translation technique is a priori more adequate than another". The concept of teaching translation may differ. Some researchers think that the translation process is the translation of sentences, the others that it is the translation of concepts (cf. Stolze 2009, Wiesmann 2009, Jacewicz 2010b, Kic-Drgas/Zawacka-Najgeburska 2019). Vermeer (2001) points out the skopos, that is to say the aim of the translation models the strategy. Other scholars claim that relativization of translation to the needs and expectations of recipients is important in legal settings (cf. Matulewska 2017b). Therefore, the authors want to show the importance of language pluricentrism. When teaching translation one should be aware of the following facts:

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1 https://laws-lois.justice.gc.ca/eng/acts/c-31.5/page-1.html [accessed on: 24.04.2020].
2 http://legisquebec.gouv.qc.ca/en/showdoc/cs/CCQ-1991 [accessed on: 24.04.2020].
3 https://www.legislation.gov.uk/ukpga/1995/42/part/III [accessed on: 13.11.2020].
4 https://archive.crin.org/en/library/publications/marshall-islands-childrens-rights-references-universal-periodic-review-0.html [accessed on: 13.11.2020].
5 http://www.africanchildforum.org/clr/Harmonisation%20of%20Laws%20in%20Africa/other-documents-harmonisation_3_en.pdf [accessed on: 24.04.2020].
6 https://stepstojustice.ca/ [accessed on: 24.04.2020].
7 www.islamic-laws.com, [accessed on: 24.04.2020].
8 https://www.gesetze-im-internet.de/inso/InsO.pdf [accessed on: 13.11.2020].
9 https://www.ris.bka.gv.at/Dokumente/BgblPdf/1997_12_1/1997_12_1.pdf [accessed on: 13.11.2020].
10 https://www.admin.ch/opc/de/classified-compilation/18890002/201901010000/281.1.pdf [accessed on: 13.11.2020].

1. the teacher of translation must be aware of the variants in the language being taught,
2. students must recognize the differences between the variants of the pluricentric language being studied,
3. teaching translation should serve cross-cultural bilingual communication.

We also recommend introducing exercises that help teachers make students aware of language variants and the consequences of mixing terminology belonging to different national and pan-national variants of either the target or the source language.

As far as the source language is concerned, the proper identification of the language variant is a prerequisite for deciphering the source text meaning correctly. Without the proper identification of the meaning, the rendition of the meaning in the target language does not seem possible, unless the random choice of equivalent leads to the proper choice of translation unit. However, in the process of teaching translation, some emphasis should be placed on conscious translation decisions that can be logically justified by the translator.

As far as the target language is concerned, if it is a pluricentric language, the consequences of mixing variants include:

1. significantly changing the meaning of the target text as a result of using terms which are homograph or heterograph, but have different meanings in different target language variants;
2. partially changing the meaning of the target text as a result of using the terms which are homograph or heterograph, but have partially different meanings in different target language variants;
3. producing a text which is difficult or impossible to interpret, as a result of using terminology from various language variants, creating a sort of variant cocktail, not enabling the choice of one variant as a benchmark for interpretation.

Here, we would like to present exercises that may be used to make students aware of the existence of language variants and their impact on translation and at the same time of the importance of using various work methods when rendering LSP translations. This exercise is based on the compilation of fragments of comparable texts formulated in English. The task is to translate selected texts containing the terms *to contract marriage*, *marriage contract* and *contract of marriage* into another language. To make the teaching process more efficient the teacher may prepare a pretranslation exercise composed of sentences containing the terms in question. For the purpose of the paper we will use German as the target language.

The typical course of action taken by translation students is to use a bilingual dictionary firstly to translate the text. An experiment conducted at the Adam Mickiewicz University on three generations of students studying translation at post-graduate studies (from 2014 to 2017) revealed that they over-trust dictionaries.[11] They treat them as their main source of equivalents. Therefore, in order to make the students aware of the traps awaiting them when translat-

[11] The results have not been published so far, some preliminary findings were reported in a conference speech titled: „Studium przypadku błędów językowych i tłumaczeniowych w pracach kandydatów na tłumaczy przysięgłych [A case study of linguistic and translation errors in the homework assignments of candidates for sworn translators]" delivered by Maria Teresa Lizisowa and Aleksandra Matulewska during the 10th Conference on Translation, Interpreting and Comparative Legilinguistics, Institute of Linguistics of the Adam Mickiewicz University in Poznań held on 19–21 June 2015.

ing in this way, they are asked to use dictionaries first, to show them the degree of reliability of dictionaries in contrast to the degree of reliability of other translation methods. The materials for exercises have been selected from pertinent legislation and newspaper articles. It is the task of the teacher to verify whether a newspaper article used is a reliable source of terminological information.

In order to translate the sentences correctly, the students should first determine the *skopos* of translation and the parameters of translation (the parametric approach to terminology comparison taking into account the dimension of language variant described above under section 2), that is to decide whether the recipient comes from Germany, Austria, Switzerland or another German-speaking country, and why the recipient needs the text translated. Next, they should apply the method of comparative law analysis to decode the meaning of the terms under scrutiny in the English comparable texts from different legal systems. Finally, having decided that the recipient is e. g. from Germany, they should resort to German comparable texts to establish German equivalents.

4.1 Exercise 1: Translate the given sentences into the target language.

Step 1: The students work with dictionaries to translate the sentences with the nominal phrases *contract of marriage*, *marriage contract* and the verbal phrase *to contract marriage* without the Internet access.

1. *Proclamation No. 1/1991 specifies that any **contract of marriage** made between persons below 18 years of age is null and void.*
2. *According to the Draft Family Code, a minor is not empowered to perform a juridical act, and under Article 214 "no person may **contract marriage** before the age of 18.*
3. *The legally binding **contract of marriage** is available in almost every state at the age of 18.*
4. *This information might not apply if you made your **marriage contract** outside Ontario.*
5. *In order to prevent such situations and equip women with mechanism within the parameters of shari'a laws, we have started recommending to potential brides and grooms to add a few conditions to their **marriage contract**.*

Step 2: Students verify their equivalents. For that purpose they are allowed to use the Internet.

Step 3: The teacher asks students to provide their first and revised versions of translation. Together they apply the methods of comparative law analysis and parametric comparison of meanings and as a consequence formulate target texts equivalent to the source text meaning and reach the conclusion that the interpretation of the terms depends on the determination of the legal system. The translator's strategy must take into account the identification of the legal system of a given country or region, as the terminology and collocations cannot be properly decoded unless they are correctly identified. Identification should be as follows:

1. *Proclamation No. 1/1991 specifies that any **contract of marriage** made between persons below 18 years of age is null and void.*

As far as sentence 1 is concerned, it is the wider context that enables the proper decoding of the meaning. The fragment, that may be googled, is as follows:

> *Under-age marriage. Proclamation No. 1/1991 specifies that any* ***contract of marriage*** *made between persons below 18 years of age is null and void, and that the spouses and witnesses to such marriage shall be punishable under the Penal Code. In exceptional circumstances and with reasonable cause, however, children below 18 years may be authorized to marry provided the girl is not less than 14 and the boy is at least 16.*[12]

That fragment, on the basis of the context, enables students to determine that the term *contract of marriage* in respect to the laws of Eritrea means the 'marriage'. Without the context it is impossible to choose the adequate meaning. The translator in fact has a 50:50 chance of making the target text conform to the source text.

2. *According to the Draft Family Code, a minor is not empowered to perform a juridical act, and under Article 214 "no person may* ***contract marriage*** *before the age of 18".*[13]

The sentence above does not reveal which Family Code should be taken into account. After googling it, the translator sees that it was taken from the Initial State Party report on the Convention on the Rights of the Child: Central African Republic (OHCHR)[14] which is in force in the Central African Republic. Here, the task is not difficult, as the sentence suggests that *contract marriage* means 'to marry, conclude a marriage'.

3. *The legally binding* ***contract of marriage*** *is available in almost every state at the age of 18.*

As far as sentence 3 is concerned, it is the wider context that enables the proper decoding of the meaning. The fragment, that may be googled, is as follows:

> *The legally binding contract of marriage is available in almost every state at the age of 18. With parental or judicial consent, you can marry at 14 in some states, and in Massachusetts, for example, there is no minimum age.* (Patchett 2002)

The fragment enables the translator to determine the term *contract of marriage* in respect to the laws of the United States of America meaning 'marriage, conclusion of marriage'. First of all, this is because in the next sentence the state of Massachusetts is mentioned, and secondly because of the source of the sentences (which is *The New York Times Magazine*). Without this context, it is not possible to establish the correct meaning. Again, the translator has a 50:50 chance of choosing the adequate equivalent.

The fragment below is also easy to decode in terms of finding the proper jurisdiction. Ontario is a city in Canada, and the term *marriage contract* in Canada means a document signed by both parties before or after marriage. In some Canadian provinces a marriage contract is

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[12] Eritrea: Children's Rights References in The Universal Periodic Review, https://archive.crin.org/en/library/publications/eritrea-childrens-rights-references-universal-periodic-review.html [accessed on: 24.04.2020].

[13] Minimum Age Of Marriage: The International/Regional Legal Framework The African Charter on the Rights and Welfare of the Child, 1990, http://66.230.196.47/*africanchildforum.org/httpdocs/clr/Harmonisation%20of%20Laws%20in%20Africa/other-documents-harmonisation_3_en.pdf [accessed on: 24.04.2020].

[14] OHCHR | Convention on the Rights of the Child, https://www.ohchr.org/en/professionalinterest/pages/crc.aspx [accessed on: 07.03.2021].

sometimes called a *prenup*, or *prenuptial agreement*, which is a domestic contract that states how to deal with certain issues while together or at the end of a relationship. But a prenuptial agreement is signed before the conclusion of marriage, while a marriage contract may be signed either before or during the marriage (Patchett 2002).

4. *This information might not apply if you made your **marriage contract** outside Ontario.*[15]

Once again, the key word here is "Ontario", which automatically situates the sentence in the proper legal system. However, one should bear in mind that a marriage contract does not mean a document everywhere in Canada, for example, in Quebec a *marriage contract* means 'to marry'.

The fragment below is of a different nature, because shari'a laws are mentioned. This term suggests that the translator is dealing with the Islamic religion.

5. *In order to prevent such situations and equip women with mechanism within the parameters of shari'a laws, we have started recommending to potential brides and grooms to add a few conditions to their **marriage contract**.*[16]

Even if we google the text, we can confirm one thing which the sentence reveals in the wider context. As shari'a laws are mentioned in the sentence, it clearly focuses on the Islamic religion in terms of a contract in English. If the student googles it, s/he will find that there are a vast number of contracts for Islamic couples in English. If we are translating from English into Polish, there is no need for a thorough knowledge of Islamic law. The knowledge that it is shari'a law and that we are dealing with a different religion here should be sufficient. Moreover, it is very common for Muslim people to sign marriage contracts before their wedding. This knowledge makes it possible to translate the text properly. All such contracts have the heading *marriage contract*, which is not 'solemnization of marriage, conclusion of marriage', but a document which is signed by both parties before the marriage to settle property issues.

Therefore, the terms *contract of marriage* vs. *marriage contract* may mean either 'marriage', 'conclusion of marriage, solemnization of marriage' or 'marital contract determining property relations between spouses', similar to a prenuptial agreement but concluded before the marriage or in the course of marriage. If students do not know the origin of the text and are not aware of the differences between variants, their translation into any target language may likely be incorrect. Misalignment may lead to misinterpretation, and in turn to erroneous translation. It could even lead to punitive, legal consequences.

Therefore, the sentences may be translated into German as follows:

1. *In der Proklamation Nr. 1/1991 ist festgelegt, dass jede Ehe, die zwischen Personen unter 18 Jahren geschlossen wurde, null und nichtig ist.*
2. *Nach dem Entwurf des Familiengesetzbuches ist eine minderjährige Person nicht befugt, eine Rechtshandlung vorzunehmen, und nach Artikel 214 darf keine Person unter 18 Jahren eine Ehe schließen.*
3. *Die rechtsverbindliche Ehe gilt in fast jedem Staat für Personen im Alter von 18 Jahren.*

[15] Steps to Justice. Your guide to law in Ontario. What is a prenup or a marriage contract? https://stepstojustice.ca/questions/family-law/what-is-a-prenup-or-marriage-contract [accessed on: 24.04.2020].

[16] Islamic Laws, http://www.islamic-laws.com/marriagesiga.htm [accessed on: 24.04.2020].

4. *Diese Informationen gelten möglicherweise nicht, wenn Sie Ihren Ehevertrag außerhalb Ontarios geschlossen haben.*
5. *Um solche Situationen zu vermeiden und Frauen mit Rechten im Rahmen der Schari'a-Gesetze auszustatten, haben wir damit begonnen, potenziellen Brautpaaren zu empfehlen, ihren Ehevertrag um einige Bedingungen zu erweitern.*

The next step is to present a similar exercise for the German language.

4.2 Exercise 2: Translate the given sentences into the target language working with dictionaries.

The idea of different tools available during the exercise should prove the conscious approach to the pluricentric nature of language variants. In the first exercise students rely on their knowledge and in the second step they verify their solutions. In the second exercise the focus is shifted on the ability of finding the correct equivalent using the available tools concerning the awareness of differences between the language varieties.

Step 1: The students work with dictionaries, with or without access to Internet.

6. *Das Insolvenzrecht ist in Deutschland durch Insolvenzordnung geregelt.*[17]
7. *Das Insolvenzrecht ist in Österreich durch Insolvenzordnung geregelt.*[18]
8. *Das Konkursrecht ist in der Schweiz durch Schuldbetreibung- und Konkursgesetz geregelt*.[19]

Step 2: Discussion.

As far as the laws of Germany are concerned (sentence 6), the methods of the comparative law analysis and the parametric comparison of meanings reveals that the term *Konkurs* refers to the procedure in the course of which creditors are satisfied, through the realization of as many debtor's assets as possible. *Konkurs* is a procedure leading to the liquidation of a debtor's business. So, it is a terminal insolvency procedure. The second term used in Germany is *Insolvenz*. It was introduced under the influence of European Union law, namely Regulation (EC) No 1346/2000 on Insolvency Proceedings. It refers to insolvencies which may be terminal or non-terminal (ending with the restructuring of the enterprise, or aiming at saving the business of the debtor as a going concern).

The terminology used in Austria (sentence 7), which is a Member State of the European Union, may be decoded in an analogous manner. *Konkurs* refers to terminal insolvency whereas *Insolvenz* is a hyperonymic term encompassing both terminal and non-terminal insolvencies.

Switzerland is not a Member State of the European Union. Therefore, the laws of the country have not been affected by the EU terminology. Applying the same methods one may find out that in this country, the term *Konkurs* is still used (sentence 8).

Therefore the question arises how to translate the sentences in the three varieties of Ger-

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17 *Insolvenzordnung,* BGBl. I S. 2866, 1994, https://www.gesetze-im-internet.de/inso/ [accessed on: 24.04.2020].

18 *Bundesgesetzblatt für die Republik Österreich,* 1997, https://www.jusline.at/gesetz/io [accessed on: 24.04.2020].

19 *Bundesgesetz über Schuldbetreibung und Konkurs (SchKG)* vom 11. April 1889 (Stand am 1. Januar 2020), https://www.fedlex.admin.ch/eli/cc/11/529_488_529/de [accessed on: 24.04.2020].

man into English. General German-English dictionaries are not very helpful, as they provide the following equivalents: *insolvency*, *bankruptcy*, *winding up*, *liquidation*. One may also refer to specialized dictionaries (e. g. von Beseler 1986, Wüstefeld 2015) but they also usually do not contain indexes referring to particular legal systems. The pluricentrism of English as a target language must be taken into account in this instance. The translation of these terms causes difficulties which can be observed by the suggestions for translation of the words in different dictionaries. In the *Englisch-Deutsch/English-German Law Dictionary* by Wüstefeld (2015) we find the following potential equivalents:

a. *Konkurs – bankruptcy*
b. *Insolvenz – insolvency, default*
c. *Bankrott – insolvency*
d. *Liquidation – winding up, liquidation*

Whereas *Routledge German Dictionary* (2003) offers the following translations:

a. *Konkurs – bankruptcy, voluntary bankruptcy*
b. *Insolvenz – insolvency*
c. *Bankrott – bankruptcy*
d. *Liquidation, Zahlungsunfähigkeit – liquidation, winding up*

Bilingual dictionaries are usually the first place students look when they are unfamiliar with a specialized field but the task of the teacher is to make them aware that there are other sources of terminology they may resort to. They should be made aware that it is important to read about the topics in both languages and systems before they start practicing the profession. The teacher should recommend what they should read before doing planned exercises because reading about the phenomenon enables better understanding and finding the adequate equivalent.

The first problem that can be identified is to determine whether the terms that are proposed as equivalents are synonymous, nearly synonymous or non-synonymous (e. g. they are provided as equivalents for meanings of a polysemous source language term). If they are synonymous, the problem whether they differ pragmatically arises, that is to say they have the same referential meaning but the pragmatic situations in which they may be used are different (e. g. one term belongs to general language and the other to legal language).

The students should be made aware that when translating for a recipient who operates in the European Union, the term *insolvency* should be applied. If the translation is aimed at the inhabitants of Great Britain, the equivalent for *Insolvenz* will be *insolvency*, and for *Konkurs* one may consider *terminal insolvency*. But when translating for US citizens the term *bankruptcy* will be appropriate. It should be stressed here that *bankruptcy* in England and Wales refers to insolvency of natural persons, whereas *winding up* refers to terminal insolvencies of legal persons. The application of the term *bankruptcy* for the latter group of recipients may be misleading, as it narrows down the meaning significantly, analogously to the application of *winding up*. When translating the term *Konkurs*, referring to terminal insolvency of both natural and legal persons, it is possible to use two equivalents, namely *bankruptcy* and *winding up,* or the term *terminal insolvency*. Therefore, the translations of the sentences into English should be as follows for specific groups of recipients (this is according to the *skopos* of translation):

For EU recipients[20] ***and for recipients from Great Britain***[21]

6. *Insolvency is regulated by the Insolvency Act in Germany.*
7. *Insolvency law is regulated by the Insolvency Code in Austria.*
8. *Insolvency law is regulated by the Debt Enforcement and Insolvency Law in Switzerland.*

As the term *bankruptcy* is not used in the European Union, the term *insolvency* should be applied in all instances.

For recipients from the USA[22]

6. *Bankruptcy law is regulated by the Bankruptcy Act in Germany.*
7. *Bankruptcy law is regulated by the Bankruptcy Code in Austria.*
8. *Bankruptcy law is regulated by the Debt Enforcement and Bankruptcy Law in Switzerland.*

When translating the source texts into American English, one should remember that *insolvency* is a stage in the process of losing liquidity which may lead to bankruptcy, but does not necessarily do so. Therefore, the application of the term *insolvency* would change the meaning of the sentences significantly.

5 Concluding Remarks

To sum up, pluricentric languages which are official languages in more than one country evolve and are subject to a wide array of factors (cf. Skubis 2018) which may pose extra problems in translation. The evolution of legal systems is a natural process which may be affected by constant changes in a given territory, or in some other territories and the students of translation studies should be made aware of it. Consequently, four relations binding terms from various language varieties may be observed in the context of legal translation of a pluricentric language:

1. Signs may be homographic but not homosignificative in different legal systems, for instance *marriage contract* in Canada may mean an agreement concluded either before or after solemnizing the marriage regulating marital property regime, and in Eritrea *marriage contract* denotes the act of concluding the marriage, the act of solemnizing a marriage.
2. Signs may be homosignificative but not homographic, such as *bankruptcy* (US) and *insolvency* (EU and UK) which are terms denoting both terminal and non-terminal insolvencies.
3. Signs may be almost homosignificative or partially homosignificative, but not homographic, such as *prenuptial agreement* and *contract of marriage*, which refer to agreements regulating property relations between spouses or future spouses in some legal systems.

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20 *The European Council Regulation (EC) No 1346/2000 on insolvency proceedings,* http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2000:160:0001:0018:en:PDF [accessed on: 28.03.2021].

21 *Insolvency Act 1986*, https://www.legislation.gov.uk/ukpga/1986/45/contents [accessed on: 28.03.2021].

22 *Title 11 of the United States Code,* also known as the *United States Bankruptcy Code,* https://www.law.cornell.edu/uscode/text/11 [accessed on: 28.03.2021].

4. Signs may be almost homosignificative or partially homosignificative and homographic, such *as bankruptcy* in the US legal system and *bankruptcy* in the legal system of England and Wales.

The following formal translation postulates may be formulated:

1. If a given language is an official language in more than one country (is pluricentric), the legal language is not uniform and varies with respect to national legal language variants.
2. If a given language is an official language of an international institution dealing with issuing international legal instruments and soft-law, the legal language is not uniform (despite efforts to unify legal terminology for instance at the level of the European Union) and varies with respect to national language and international institution legal variants.
3. A text which is translated consistently into a single target language variant is more consistent than a target text in which terminology from more than one language variant is used.
4. A target text in which terminology from more than one language variant is used is potentially ambiguous and subject to unpredictable legal interpretation.
5. A target text in which terminology from more than one language variant is used is not terminologically coherent and cohesive.

It is therefore important to make students aware of such differences resulting from the pluricentrism of languages. Legal translations must be communicatively effective and should conform to the meaning of the source text in respect to multiple dimensions of meaning, including the application of law (cf. Šarčević 2000). Thus, if a given language is an official language in more than one country, the legal language will not be uniform and will vary in respect to national legal language variants (similar to general language) and the students of translation studies must be made aware of the resultant differences in order to solve translation problems more efficiently and to reduce the number of critical errors in specialized translation. Consequently, all five hypotheses put forward above have been verified.

The analysis of the source text should be performed through the prism of system-bound and language variant-bound terminology. Students of legal translation courses should be aware of the semantic differences between legal terms in order to find adequate equivalents. They should also be aware of the risks of mixing terminology variants when dealing with pluricentric languages. In order to make them aware of the risks and potential problems, special sets of exercises requiring the application of reliable translation methods (such as the comparable text analysis, method of comparative law analysis of meaning decoding, parametric comparison of legal terminology and the theory of *skopos*) should be incorporated into the teaching process. One cannot teach law and legal translation out of the legal system context and out of the culture of source and target realities.

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