

III. 4

BACK-TRANSLATION VIA MACHINE TRANSLATION: TRAINING PRACTICES ON POWER OF ATTORNEY TRANSLATION

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As earlier research indicates (Çetiner & İşisağ, 2019; Fullford, 2002; Korošec, 2011; Temizöz, 2016 in Çetiner 2021: 576) and we all observe during our lessons, our students frequently use machine translation (MT). Gülmüş Sırkıntı and Sırkıntı (2024) explains one of the reasons for this extensive usage is the availability of the free-to-use MT systems on the Internet. As Çetiner (2021: 575) states, “*these recent changes and advancements in MT systems have radically affected not only the profession of translation but also the role of translators.*” In line with these advancements, the terms regarding the translation process (like post-editing, translation revision, and so on) can be associated with human translators’ new roles / titles.

These terms may sometimes be used interchangeably and may cause a kind of ambiguity. For instance, during the training practices, the senior students used the terms ‘editing’ and ‘revising’ interchangeably for the same process when they justified their decisions:

Student 1: As part of **editing**, I would check to see if this formal register is preserved in the TT.

Student 2: It should be **revised** [...] to convey the intended meaning more clearly.

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Therefore, within the scope of this study on ‘Back-translation via Machine Translation’, it is initially essential to clarify and define the relevant terms.

BASIC TERMS

Post-editing

In the literature, post-editing is described as a process in which a raw machine translation output is corrected or modified by a human post-editor. Çetiner (2019: 462-463) points out this difference between the work / role of a post-editor and a translator, and notes that there is a difference between *editing* and *post-editing* as well since editors deal with the final version of a translation (Loffler-Laurian, 1996; O’Brien, 2006 in Çetiner, 2019).

Basically, post-editing is categorised as ‘light / rapid post-editing’ (i.e., only minor errors are corrected) and ‘full / complete post-editing’ (i.e., minor and major errors are corrected). The main criteria for deciding which type of post-editing to use may depend on the place and purpose of using the translation and/or clients’ quality expectations [Gülmüş Sirkıntı and Sirkıntı, 2024 (to be published)].

Translation Revision

The translation revision activities may sometimes be called as revising, re-reading, checking, cross-reading, proofreading, reviewing, or quality controlling. Revising is defined by Mossop (2014: 115-116 in Şen Bartan et. al., 2019: 179: <https://dergipark.org.tr/en/download/article-file/913575>) as “*a full rereading of the translation for accuracy and language quality, with each sentence being compared to the corresponding part of the source text.*” Parra’s description (2016: 40 in Şen Bartan et. al., 2019: 179) draws attention to having a different reviser, a third person who compares the source text (ST) and the target text (TT) to ensure the translation quality.

As frequently highlighted in the literature, human translators, also take on the role in post-editing and/or revising target texts. Considering such professional practices, the academics should revise the training programmes and try not only to integrate the practices of MT but also guide their students how to work with the technological advancements and how to learn [as explained by Gary Massey and Don Kiraly (2019: 22-25) and as paraphrased by Şen Bartan et.al. (2019: 49)]. Işın Öner (2018) briefly

summarises the current situation as “*a paradigm shift in translator training resulting from technological transformation*” (in Şen Bartan et. al., 2019).

This paradigm shift naturally has attracted the academic attention, and different training practices on editing, post-editing, revision, and so forth have started to be incorporated into the curriculum. For instance, in the ‘Business Translation’ course at one of the state universities, the senior students practised not only post-editing but also revision activities on a variety of business texts. In one of the practices, the students were requested to revise another human translator’s translation of a Power of Attorney (PoA) defining the powers granted for business activities and to write a commentary explaining their revision decisions.

An integrated approach was adopted in this training practice: in the revision process, MT was used as a means of back-translation. Before explaining how back-translation via MT was utilized for the purpose of translator training, it is necessary to define back-translation:

Back-translation

Back-translation is described by Tyupa

(2011: <https://core.ac.uk/download/pdf/53121361.pdf>) as

a process whereby the translated text is re-translated back into the source language by a translator who does not see the original text. If any discrepancies are found between the back-translation and the original, this is taken as an indication of translation errors in the target language version.

Son (2018: 89) asserts that via back-translation it is possible to infer the quality of a translation and back-translation may be more useful as a documentation tool as well. In this way, while showing the differences between the ST and the TT, the back translated text (BT) may support and justify the translation decisions with the explanatory notes. In other words, how translation has been modified and finalized may be traced during the translation process.

Accordingly, the senior students were requested to compare the BT produced by Deep L to the ST and to identify the discrepancies / inconsistencies in the TT in terms of the genre-specific features of textual and lexical units and to revise the TT accordingly. Then, the revisions were described by the students to finalize the translation revision process. It was thought that by integrating MT into translation training practices as

a revision tool, the students could both improve their textual knowledge, specifically on the genre specific features of PoAs, and could become familiar with the practices of translation revision.

POWER OF ATTORNEY AS A LEGAL GENRE

Before scrutinizing Power of Attorney (PoA) as a legal genre, the definition of legal texts may provide a guidance to understand the features of PoA. “*Any text that is produced in legal language and/or used by specialists in law as well as non-specialists for legal purposes in legal settings*” can be classified as a legal text (Berūkštienė, 2016: 96: <https://pressto.amu.edu.pl/index.php/cl/article/view/7435/7467>). With reference to Cao’s classification in terms of subject matter in SL texts (2010: 191), PoA is classified as private legal document when its features regarding the text function, situation of use, formality of style, and linguistic structures are considered. As clarified by Cao (2010: 193), private legal documents “often follow certain established patterns and rules” and contain “old or archaic words and expressions reflecting old drafting style (like ‘aforementioned’, ‘hereinafter’, ‘said’); word strings (like ‘change, modification or alteration’),” and so forth.

In accordance with the definition and the relevant features, PoA which enumerates powers granted to attorneys-in-fact to make (for example, financial or business) decisions for the principal is certainly regarded as not only a *legal text* (since it may be drafted by lawyers, notaries, and/or a standardized form can be used by non-specialists within the legal contexts as well) but also as a legal genre in accordance with the definition of *genre*: Genres are “*considered as texts of conventional form and content*” (Berūkštienė, 2016: 92).

Varo and Hughes (2002: 102 in Berūkštienė, 2016:105) also explain that genres have the conspicuous common features. Thus, initially, genre specific features of PoA were examined during this translation revision training and it was inferred that PoA is a legal genre with common features. No matter whether it is drafted in English or Turkish, this genre has the conventional textual function, and common lexical and syntactic arrangements. The descriptive details of the powers are presented successively, and all these features help to develop the same macrostructure.

PoA’s distinctive textual, syntactic, and lexical features are also elaborated by Coa (2007 in Dewi, et.al., 2020: 447-450: <https://scholarhub.ui.ac.id/wacana/vol21/iss3/6>) and some of these features are explained below

together with the PoA excerpts from Boztaş (2012:180-181, 369-370)¹. The following Turkish (source language) and English (target language) excerpts may provide an insight into the macro – and micro-structures regarding the syntactic and lexical arrangements of PoA:

Example 1. PoAs in Turkish and English

Leh ve aleyhimde açılmış ve açılacak olan bilumum dava ve takipler ile, [...] her **nevi dilekçe ve layihaları** kendi imzası ile ilgili mercilere vermeye, [...] ihbarname ve ihtarname **keşide etmeye**, [...], **ahzu kabza**, [...] yetkili olmak üzere [...] Barosu Avukatlarından ...'de ikamet eden Avukat ... **adıma, namıma ve yerime beni temsilen gerçek ve yasal vekilim** olarak tayin ediyorum.

VEKALET VEREN:

İmza

NOTER

VEKİL:

İmza

İmza Mühür

Aslının aynıdır.

[...] I..., a resident of [...], do hereby **constitute and appoint** Lawyer ... of ... Bar Association, residing at ... , **my true and lawful attorney in-fact for me, in my name**, place and stead and on my behalf; to represent me [...] in all legal cases/actions and litigations which are filed or to be filed in the future for and against **me** [...] to submit **all kinds of petitions and pleadings** with his own signature to the concerned authorities; [...] to **draw protests, notifications and warnings**; [...].

The genre-specific features as indicated in Example 1 are as follows:

Textual Features

- The functions of the PoA in both Turkish and English are identical: PoA describes and communicates the powers to the relevant parties. Therefore, it has an informative function. It also has the operative function as it forms a frame for the powers granted.
- The relevant parties like the attorney-in-fact (or attorney-at-law / agent) and the principal are described explicitly as this is legally required. However, due to the different layout /format conventions of Turkish and English PoAs, while these parties' names and addresses are presented

¹ Only some differentiating parts of the PoAs are given since these texts are very long.

separately (as ‘VEKALET VEREN’ and ‘VEKİL’) at the end of the Turkish version of the PoA, these may be stated within the PoA in the English version.

Stylistic and Syntactic Features

- Unlike other legal texts having an impersonal written style, the power statements are set forth mostly in active voice (instead of passive voice) since the principal’s declaration of intent is presented through the speaker’s voice, i.e., the usage of the first-person singular.
- PoA includes long complex sentences listing powers successively (for instance, there are 230 words in one sentence in the abovementioned Turkish PoA).

Lexical Features

Lexical features include

- archaic usages (like ‘aforesaid’ and ‘pursuant to’),
- legal terms that are directly borrowed from other languages [for example, in English the terms/words borrowed from Latin or French or the terms/words borrowed from Arabic and Persian (for the Turkish version) like ‘keşide etmek’, ‘murafaa’, ‘vareste tutulma’, ‘gıyabında’, ‘ahzukaabz’, ‘ibra’],
- word strings and synonymy [such legal pairings are used to facilitate the memorisation and contribute to the formality (for example, ‘petitions and pleadings’, ‘correction or amendment of decisions’, ‘her nevi dilekçe ve layihaları’, and ‘gerçek ve yasal’)]², [A similar convention of using word strings is observed in Example 1: “[...] Ankara Barosu Avukatlarından ...’de ikamet eden Avukat ... **adıma, namıma ve yerime** beni temsilen **gerçek ve yasal** vekilim olarak **tayin ediyorum**.” / “I ... do hereby constitute and appoint Lawyer ... of Ankara Bar Association, residing at ... , my true and lawful attorney in-fact for me, in **my name, place and stead and on my behalf**”], and

² The rationale behind the complex syntactical structures resulting from using pairs of similes, word strings, is related to all-inclusiveness. It is the Anglo-Saxon linguistic tradition to conjoin two similar words that have close meanings, (the English word first with the equivalent French word second, as in “acknowledge and confess”) (Cao, 2007:89-90). Tiersma (1999 in Dewi, et.al., 2022: 449) explains that this string of synonyms may appear similar but still using the near synonymous words together minimizes the risk of exploiting the subtle differences in connotational value, which may cause legal loopholes.

- fixed and common expressions or frozen patterns (like ‘provided that’, ‘by virtue of’, ‘[...] shall include, but not limited to’, ‘unless specified otherwise’).

Obviously, having the knowledge on the textual, stylistic, syntactic, and lexical features of this genre is important to human translators for their revision decisions.

A DIFFERENT TRAINING PRACTICE ON TRANSLATION REVISION: BACK-TRANSLATION VIA MT

During this practice on translation revision, the genre-specific features and the contextual / background information were introduced and scrutinized together with the parallel texts and academic articles. The senior students even translated (in both directions) from scratch a few excerpts of general and specific types of PoA drafted both in Turkish and English and specifically focused on the three rules of Skopos theory (Reiss and Vermeer, 1984: 119 in Munday, 2008: 80), i.e. “A *TT* is determined by its *skopos*,” “a *TT* must be internally coherent,” and “a *TT* must be coherent with the *ST*.”

In order to enable the students to improve their knowledge on translation-oriented analysis and on the conventional generic features of PoA, a different training practice on translation revision was followed. The participants were requested to analyse the partial excerpts from the PoA drafted in English (ST) and its translation into Turkish (TT), and to compare the ST and the TT’s back-translated version (BT) into English (via Deep L) for a *full revision* of the TT. Deep L was preferred for the MT since the percentages of the characters translated (for instance, 78 % in this practice) were indicated, and alternatives in the target language and the options of British English and American English were provided. The excerpts of the ST and the TT were taken from İsmail BOZTAŞ’s book titled *Hukuk Çevirisi / Legal Translation* (2012: 177-179, 365-367). Given the publication year of the book (2012), it was assumed that the probability of using the machine translation as a tool was very low. The students (N = 50) were informed that the commissioner was a legal specialist (a lawyer). The ST has the function to inform the powers granted and in order to have a functionally equivalent text in the target culture, the transfer of the full referential content was requested. In line with the commission, the students were expected to revise the TT in terms of the genre specific features [like the format (layout), lexical units of legal pairings / word strings], the

contextual consistency (for the intratextual coherence) and omissions (for the intertextual coherence); and then to make their revision decisions accordingly and to write a commentary on their decisions. In this way, it was aimed to improve the participants' genre-specific (textual) knowledge and to develop their skill on translation revision.

The Students' Findings on the Intratextual and Intertextual (In) Coherencies

The students' findings can be presented under the sub-headings of the inconsistent usage of 'the generic names for the parties' and the intertextual (in)coherency of 'the genre specific features regarding the textual conventions and lexical units (legal pairings)'.

The Inconsistent Usage of Generic Names

The generic names for the parties in PoA are stated basically as 'attorney-in-fact' and 'principal'. With reference to the powers delegated, different generic names may also be preferred. For instance, in the following excerpt (Example 2), the generic names of 'lawyer', 'attorney in-fact', 'agent' and 'proxy' are used interchangeably in the ST. The alternatives of using different generic names in the Turkish context, to some extent, are limited; thus, the generic names are conveyed more consistently (as 'vekil' and 'avukat') in this context. However, in the BT, apart from 'attorney-in-fact', other alternatives of the generic names ('attorney-at-law', and 'attorney') are employed within the same context. Having such different alternatives in the ST and the BT provided an opportunity to compare these generic names in terms of the different powers granted to them³.

Example 2. The Inconsistent Usages of Generic Names

ST 1

I, Mr. [H.D.], a resident of [...] Street [...] New York, do hereby constitute and appoint, lawyer, [J.D.] residing at [...] Street [...] New

³ The authority of these parties is defined differently in the free dictionary.com:

- Attorney-in-fact: "A person to whom legal authority on behalf of another person has been given" and s/he may "sign legal documents and perform other duties for the designator in accordance with parameters set by the designator."
- Attorney-at-law: (chiefly US) "a lawyer to represent in court a party to a legal action"
- Proxy: "A person who is designated by another to represent that individual at a meeting or before a public body. It also refers to the written authorization allowing one person to act on behalf of another. In corporate law, a proxy is the authority to vote stock."

York, my true and lawful **attorney in-fact** for me, in my name, place and stead and on my behalf;

I hereby revoke any and all general powers of attorney that previously have been signed by me. [...] **My agent** shall have full power and authority to act on my behalf. [...] **My Agent's** powers shall include, but not be limited to, the power to: [...]

6) Exercise all stock rights on my behalf as **my proxy**, including all rights with respect to stocks, bonds, debentures, or other investments. [...]

TT 1

İşbu vekaletname ile daha önce tarafımdan imzalanmış bütün genel vekaletnameleri geçersiz kılıyorum. **Vekilim** benim adıma hareket etmek için tam yetkili ve selahiyetlidir. [...] **Vekilimin** yetkileri aşağıda belirtilenlerle sınırlı olmamakla birlikte onları da kapsayacak şekilde: [...]

6. **Vekilim** olarak adıma hisseler, bonolar, tahviller ve diğer yatırımlarla ilgili olan bütün haklar dahil olmak üzere bütün hisse haklarını kullanmaya; [...]

[...] Cadde [...] New York adresinde ikamet eden **avukat** [J.D.]'u kendi adıma, yerime ve namıma gerçek ve yasal **vekil** olarak tayin ettim.

BT 1

I hereby revoke all general powers of attorney previously signed by me. **My attorney** is fully authorized and empowered to act on my behalf. [...] **My attorney-in-fact's** powers include, but are not limited to, the following: [...]

6) To exercise all share rights, including all rights relating to shares, bonds, debentures and other investments in my name as **my attorney**; [...]

I hereby appoint [J.D.], **Attorney at Law**, [...] Street, New York, as my true and lawful **attorney-in-fact**, for me, for me, and on my behalf.

In the ST, the agent's generic names ('attorney-in-fact' and 'proxy') are used accurately, and this indicates the legal standard required for describing the scope of different powers of these agents. Furthermore, it is mentioned only once that this agent is a 'lawyer' (written together with the initials of this agent's name⁴). Thus, it may be assumed that there is contextual consistency in the description of the parties.

⁴ The names and addresses of the parties are not stated explicitly.

The three generic names used in the BT ('attorney', 'attorney-at-law', and 'attorney-in-fact') were worth analysing during the practices. If it is assumed that 'attorney' is the shortened form of 'attorney-at-law' (both may represent the principal in court), there is still no clear contextual indication of the scope of the authorisation between 'attorney-in-fact' and 'attorney' or 'attorney-at-law'. During the practice, 14 students stated that the agent's generic name was rendered inconsistently in the BT, which may indicate an intratextual incoherence as well. Therefore, it may be inferred that practising on the subtle terminological nuances via such practices enables the students to make lexical decisions consciously and appropriate to the context, which will lead to *intratextual coherence*.

The Intertextual (In)coherence in Terms of the Textual Conventions

The details on the principal's contact information (the full name and his/her address) are stated differently in the ST (which is at the beginning of the PoA) and the TT (stated at the end of the PoA separately), which shows the human translator's textual knowledge and skill in using the textual features in accordance with the different textual conventions. Despite this different layout (format) in Turkish and English PoAs, it is seen that the contact information in the BT is transferred directly from the TT. One student's commentary on identifying this discrepancy between the ST and the BT and deciding how to overcome this challenge regarding the textual convention is as follows:

Student 3: In terms of the position of "address" of the agent, BT is different from the ST. But this does not mean there is a mistake because in Turkish, which TT already did accordingly, address of the resident must be given at the last section of the text. But I would check it just in case to try to make TT better in terms of its coherence with its parallel texts in the Turkish language.

The Intertextual (In)coherence in Terms of the Legal Pairs (Doublets / Triplets)

Cao (2007: 89-90 in Dewi, et.al., 2022: 449) describes the reason for using legal pairings as covering all the possible situations; however, this may pose another challenge to translators since the target language may not have a similar string of words (legal pairings). With reference to

Cao's explanation, this may indicate a lack of legal discourse unit in the legal pairing and may not be interpreted as an intertextual incoherency. Therefore, human translators should be equipped with the genre specific knowledge and the skill to overcome such challenges to communicate the powers accurately.

The following four examples (from Example 2) show how the legal pairings (which may be called as 'doublets or triplets') used in the ST are transferred into the target language.

Legal Pairings

a. ST

I hereby revoke **any and all** general powers of attorney [...] My agent shall have full **power and authority** to act on my behalf.

TT

İşbu vekaletname ile [...] **bütün** genel vekaletnameleri geçersiz kılıyorum. Vekilim benim adıma hareket etmek için tam **yetkili ve selahiyetlidir.** [...]

BT

I hereby revoke **all** general powers of attorney [...]. My attorney is fully **authorized and empowered** to act on my behalf. [...]

The doublet 'any and all' has only one word-equivalent ('bütün') in the TT. Thus, the rendition of 'all' in the BT is coherent with the TT usage; nevertheless, comparing to the legal pairing in the ST ('any and all'), there is the omission of 'any' both in the TT and BT's renditions.

The legal pairing 'power and authority' is the second example, and it is transferred with the Turkish equivalent pairing of 'yetkili ve selahiyetlidir'. It is back-translated as '[...] is fully authorized and empowered' in the BT and this rendition does not have a nominalisation and the legal discourse unit 'shall'.

b. ST

I [...] **do hereby constitute and appoint**, lawyer, [J.D.] residing at [...] Street [...] New York, my **true and lawful** attorney in-fact for me, **in my name, place and stead and on my behalf;** [...]"

TT

[...] Cadde [...] New York adresinde ikamet eden avukat [J.D.]'u **kendi adıma, yerime ve namıma gerçek ve yasal** vekil olarak **tayin ettim.**

BT

I **hereby appoint** [J.D.], Attorney at Law, [...] Street, New York, as my **true and lawful** attorney-in-fact, **for me, for me and on my behalf**.

14 students mentioned that the legal pairing ‘constitute and appoint’ was rendered with a single verb, ‘*tayin etmek*’ in the TT, thus back-translated as only ‘appoint’ in the BT. It was interpreted that the possibility of not having equivalent legal pairings in the target language might lead to this omission in the legal pairing. Nonetheless, two students suggested using ‘*tayin ve atama*’ or ‘*tevkil⁵ ve tayin*’ to use a corresponding legal pairing. One of the commentaries is as follows:

Student 4: At the end of the TT, “*tayin*” has only been used as a counterpart of “constitute and appoint”; however, as mentioned above, it is crucial to benefit from doublets to strengthen the intended meaning without any gap. Therefore, it may be more suitable to render it with such synonymous words as “**tevkil ve tayin**”; it enables the TT to preserve the similarity between the structures [...]

The following legal pairing ‘true and lawful’ in the ST is rendered into Turkish with another legal pairing equivalent, ‘*gerçek ve yasal*’, and its back-translation ‘true and lawful’ shows the consistent usage between the ST and the BT. Therefore, it can be stated that the rendition of this legal pairing constitutes a satisfactory proof for the intertextual coherence. However, there are the examples of inaccurately translated pairings as well. One striking example is the rendition of the following string of words, which was also pointed out by 27 students:

c. ST

‘in my name, place and stead and on my behalf’,

TT

‘*kendi adıma, yerime ve namıma*’

BT

‘for me, for me and on my behalf’

⁵ ‘*Tevkil*’ (n) is an archaic usage and borrowed from Arabic. It is defined as ‘*vekil etmek*’ on the web page of the Turkish Language Association on-line dictionary. (<https://sozluk.gov.tr/>). ‘*Vekil etmek*’ is defined as ‘substitution’ (<https://www.seslisozluk.net/vekil%20etme-nedir-ne-demek/>).

In the revision process, such discrepancies in the legal pairings / string of words should alert the reviser to check whether the legal pairings are transferred accurately and in accordance with the register and/or the textual conventions. Obviously, the inaccurate / repetitive rendition in the BT should attract the reviser's attention. One student (Student 5) also underlines the important role of the human translator in the translation revision process:

Student 5: But when it comes to the meaning and lexical items in the text, we should rely on human work. Backtranslation is also useful in checking the possible mistakes. As expected, machine translation is (yet) not reliable enough for choosing appropriate lexicon in law texts [...] So, we should not rely on MT in translating doublets and triplets.

It should be noted that the renditions of the legal pairings can be revised accurately by a human translator who has the knowledge on the conventions of this specific genre and lexical units.

CONCLUSION

With the technological advancements, the role of translators has been changing. It seems inevitable to use MT in the translation process. Thus, it should be integrated into the translation training programmes to enable our students to improve their translation competence incorporating research, technological, domain, textual, and linguistic competences. In this descriptive study, how back-translation via MT may be utilized in the translation revision of PoA in the other way round, i.e., as a training tool to reinforce the knowledge on the genre-specific textual conventions and lexical features through revision practices, was explored.

With this training practice, the students not only checked the intratextual and intertextual incoherencies resulting from the inconsistent usages and the omission of the lexical and/or discourse units (specifically associated with the genre-specific features) but also explained their revision decisions for the final translation accordingly. The senior students' commentaries proved to be satisfactory in terms of their awareness on keeping the genre-specific integrity and detecting incoherent usages in BT.

It may be asserted that MT is used effectively for light revision. However, when a full revision of such a text of high importance as PoA is demanded, a professional human touch is vital for the accuracy; in other words, as used

in the literature, *human added value*, is required to improve the translation quality. Thus, the integration of such different practices of MT into the translation training programmes may further contribute to the students' translation competence.

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