



PROTEUS

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The American Federal Interpreter and How the West Was Won

Xavier F. Keogh

Although Federalist governance was not born until 1789, interpreting as a profession was taking root before then. The first recorded U.S. interpreter was Joseph Nicholas, who orally translated the 1785 Treaty with the Cherokees. Five years later, in the 1790 Treaty with the Creek Nation, the U.S. Congress enacted the first legislation which provided for legislatively mandated interpreters:

And further to assist the said nation in so desirable a pursuit, and at the same time to establish a certain mode of communication, the United States will send such and so many persons to reside in said nation as they may judge proper, and not exceeding four in number who shall qualify themselves to act as interpreters (Prucha, 1994: 83).

There we have it: the interpreting profession has officially existed on this nation since its inception. Recorded. Documented. And in the history books.

What kind of people were these linguistic conduits? What habits and peculiarities, other than their interpreting skills, make them similar to us? Although little information exists on the persons who stood in our boots then, we know that interpreters wrote and were written about in the last century.

From James E. Compton's manuscript "U.S. Government Interpreter for the Shoshone," Colonel W.H. Emory's "Notes of a Military Reconnaissance Interpreter," and "Life in the Far West: Early Days of Fighting and Interpreting," by a man known only as "George" (Kartunnen, 1994), we can glean that they not only used language but guns as well—and probably had a taste or two from the peace pipe during tribal council meetings.

It is important to point out that in the origins of inter-
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Current Developments in Court Interpreter Training in South Africa

Judith Inggs

Court interpreters in South Africa play a crucial, everyday role in the judicial system. For obvious historical reasons, the only two official languages in the country for many years were English and Afrikaans. These two languages were therefore also the official languages of the courts. As the majority of the South African population has neither English nor Afrikaans as a first language, court interpreters were, and still are, needed in all courts on an almost continuous basis. Previously, the provision of court interpreters for all of the other languages of South Africa (another nine have been adopted as official languages) was seen as an unfortunate necessity. Since 1994 linguistic rights have been enshrined in the constitution and not only are court interpreters a necessity, but it is now recognised that their provision is a vital means of ensuring the linguistic and legal rights of the whole population.

Because almost all cases involve a court interpreter, the South African Department of Justice employs full-time interpreters to serve in the courts. These interpreters are therefore public service employees. Interpreters are normally assigned to a particular court, often with the same magistrate or judge presiding. Without their presence, the majority of courts cannot function. Today however there are cases where all those in the courtroom, including the lawyers and the judges, are speakers of a language other than English or Afrikaans, for example, Zulu. Because the language of record has to be uniform, interpreters still find themselves interpreting to no real purpose. This is a complex issue, currently being negotiated by the Department of Justice. One solution would be to record proceedings in Zulu and then have them translated into English, although this could lead to obvious legal problems and has so far meant that inter-
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Message from the Board

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Proteus

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This month, all members of NAJIT will be making some very important decisions that will have a direct impact on the future of the association. Two long-term participants in NAJIT's Board of Directors, David Mintz and Dagoberto Orrantia, have opted to step down. Although they both will continue to work with the organization, each of them has decided to do it within a different context. Both as a member of NAJIT as well as personally, I recognize that all court interpreters owe these two hard-working advocates of the profession a lot of gratitude, and we all wish them much success in their new found "extra" time.

It is now our duty to decide who will take on the responsibility of continuing their efforts. Included in this edition of *Proteus* are the statements of the present candidates to the Board. This does not represent all the people who were nominated because some chose not to run and others did not yet meet all the requirements. A total of 14 persons were nominated. Two declined and four were not qualified, primarily because they did not yet fulfill the two years of continuous membership requirement. I believe I speak in behalf of all the Board when I invite those persons to please run again next year, and rest assured, your talents will be put to good use in the interim.

The present slate of candidates represents almost every region of the U.S. and came to the interpreting profession from several different arenas. Please review their statements carefully. Contact them if you have any additional questions. Select those that you believe will work to assure that NAJIT will continue to grow in accordance with its mission.

The election results will be made public in January 1999, although the new members of the Board will assume their duties on January 1. Best of luck to all the candidates.

Please be sure to mark your calendars for May 14th, 15th and 16th, when we will all meet, face-to-face, during NAJIT's 20th Annual Conference, to be held on Shelter Island, San Diego California.

May the holidays bring you all peace and joy and may 1999 be a year of achievement and personal success for all.

CRISTINA HELMERICHS D.
Chair, Board of Directors

TIME TO RENEW

NAJIT membership dues are payable on January 1, so please remember to send your payment promptly.

Members can now renew online more quickly and easily than ever via the NAJIT Web site's express renewal form. See <http://www.najit.org>

Court Interpreter Training in South Africa

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preting in such a case has continued, however cumbersome and time-consuming.

The particular historical and social background peculiar to South Africa has also meant that court interpreters do not only serve as interpreters but often also as mediators between the accused, the witnesses and those in a position of authority in the courts. This may involve simple things such as thanking witnesses and asking them to step down, or explaining court procedure. Court interpreters themselves freely admit their role of advocacy in the courtroom and consider this an important part of their work, however controversial it may be.

Because court interpreters were often seen in the past as an unfortunate and undesirable necessity, their status has been extremely low. Interpreters are recruited by the State, occasionally straight from school, the only prerequisites being a Senior Certificate (which requires twelve years of schooling) and the ability to speak more than one language— not difficult in a country where the vast majority of people are bilingual and more often multilingual. They are not well paid, and have had very little chance of advancement other than by studying law part-time with the aim of becoming Public Prosecutors — something that was out of the reach of many. At the same time, of course, the very people they were meant to serve have often been given a very poor service. Interpreters receive minimum training by the Department of Justice via Justice College, usually mainly in court structures and procedures, and are frequently called upon,

especially in urban centres such as Johannesburg, to switch between a number of languages in the same courtroom without necessarily being truly competent in those languages. There are several reasons for this

obtain a professional qualification, to raise the status of their profession, the quality of service they were able to offer, and to educate those who need the services of court interpreters, especially the lawyers, mag-

Interpreters receive minimum training, and may be called upon to work in languages beyond their competence.

potentially unethical practice. Many interpreters do indeed speak three or four or even more languages— it is not unusual for interpreters to claim that they work with all eleven.

However, some may have only a limited understanding of the less common languages, leading to inevitable instances of faulty interpreting. Another reason is financial—it is clearly more expensive to have several specialist interpreters working in one court than simply to assign an interpreter to a particular court and assume that he will cope with whatever comes his way. As the backlog in South African courts is a very real problem, and the number of interpreters is limited, it is easy to understand why such situations arise. There are many instances when such a situation may well have resulted in a serious miscarriage of justice.

It was with the aim of improving both the lot of the court interpreter and that of those dependent on the court interpreter that an initiative finally got underway at the beginning of 1997. The intention of this initiative was to train court interpreters and give them the opportunity to

istrates and judges. The Department of Justice, Justice College, the two court interpreter unions, and various academic institutions took part in discussions and eventually formed a committee to develop a nationally recognised course which court interpreters could follow while remaining in the employ of the Department of Justice. Students were to be funded by the latter in the form of bursaries.

This came to fruition towards the end of 1997 when four universities undertook to launch a University Diploma in Legal Translation and Interpreting aimed specifically at practising court interpreters. In order to make the course more accessible to those from educationally disadvantaged backgrounds, this course was not initiated as a degree, meaning that entry to the course was a great deal more flexible than it would otherwise have been—as mentioned above, court interpreters normally have a Senior Certificate, which does not necessarily qualify them for university admission to a degree. At the beginning of 1998 (the academic year in South Africa runs from February to November) over 200

court interpreters registered for this diploma countrywide. All the courses follow a similar core curriculum consisting of Interpreting and Translation, Interpreting Practice, Introduction to Law, and Language Enhancement. The language requirements are that each interpreter take a course in English plus two other languages of their choice; these normally include their first language and any other language which they habitually use in court. For historical reasons the third choice of language is predominantly Afrikaans, in which many of the court interpreters are more competent than they are in English. The different institutions have organised their courses rather differently to cater for students in full-time employment. One conducts the course entirely on a distance-learning basis, others hold lectures and classes in the evenings and

weekends, and my own university brings the students together on campus for a week at a time, four times during the year, with assignments to be completed between sessions. The contact between students and lecturers has proved especially fruitful and beneficial for both.

This year—and we have two more intensive weeks to go—has proved educational both for ourselves and, I believe, for the majority of students, many of whom have worked as interpreters in the courts for ten or twenty years, and have never before had the opportunity to study further. It is envisaged that this qualification will eventually become the standard for employment as a court interpreter and that many of the more able students will go on to further their education with a degree. The credits that they obtain during the three years of the diploma will count towards

exemption from certain first-year courses.

This initiative is still in its early days, and it will only be towards the end of 2000 that the first students will obtain their diplomas. By that stage we hope to have conducted a series of studies to establish to what extent their performance has improved. There will obviously be some failures, but also some outstanding successes. We sincerely hope that the initial intentions behind the establishment of this course will be achieved. The ultimate aim is to benefit both the client and the interpreter and to ensure that justice is served more consistently than before.

Dr. Judith Inggs teaches at the Graduate School for Translators and Interpreters, University of the Witwatersrand, Johannesburg, South Africa.

The Pantomime Problem

Meir Turner

I have always viewed the neutrality required of interpreters as a boon, not a burden. But there is one recurring situation in which the neutrality I am sworn to maintain places me in a moral quandary. It occurs in the rare Examination-Before-Trial (perhaps one in twenty) in civil cases during which a lawyer for, or some family member of, the party being deposed sits across the table from me and signals answers to the deponent seated beside me.

The signals the lawyer gives his client are often simple head or hand motions indicating “no,” “yes,” or “don’t know.” Sometimes a lawyer

mouths words and sometimes it’s a whole pantomime. The lawyers who cue their clients are not all equally brazen in their signaling and the deponents are not all equally adept at unobtrusively following those signals. To avoid arousing the suspicion of the inquiring attorney, the deponent sometimes looks away from his own attorney and misses a critical cue. Then there are times when I recognize the word being mouthed, but the deponent at my side, for whom it is intended, does not.

Last year one man was so frustrated that his message was not getting across to his wife, his face actually

turned red and became contorted. I began wondering how strong his heart was and whether we would end up with a medical emergency. He finally released some of his frustration by looking at his wife with disgust and mouthing the Hebrew word for “stupid.”

With some, the cuing is subtle and intermittent; with others, it is very blatant and frequent. Should I do nothing when faced with the former but scream bloody murder when the latter occurs? Should I use tact and hint to the cheats that they better stop or I will expose them?

Almost always, the deposing attor-



Drawing by Nicholas Luttinger © 1998

"Would you like me to repeat the question?"

ney remains unaware of the silent drama being played under his nose. He is not, however, entirely at fault for failing to pick up the deception, since the prompter is often out of his sight-lines. Although use of peripheral vision could sometimes uncover the deceit, the deposing attorney cannot be expected to guard against it while he is concentrating on the questions and answers, perusing papers and busily taking notes in long hand.

I suspect that sometimes the attorney's obliviousness is actually denial. He gets an inkling of what is going on and either dreads a confrontation with his out-of-control colleague or else finds it too shocking to be true.

I have often wished to counter the

deceit with irony: "The interpreter requests that the deponent's attorney stop signaling answers to his client because the interpreter finds it distracting."

Whenever I have discussed these goings-on with the court reporter, who usually has an excellent view of these theatrics, she says it's none of her business.

Often the first opportunity to tell the deposing attorney, in private, about the problem is when the deposition is over. But by then I am thoroughly disgusted and I make a bee-line for the door.

During one deposition I pleaded for an emergency run to the bathroom, intending to phone the deceived attorney from the outer

office while he was still sitting in the conference room. But the deponent decided to stroll out of the room as well, and so I could not carry out my plan undetected.

Pointing out the irregularity can be problematic. The following are some possible scenarios:

- If it causes a cancellation of the deposition, the agency that sent me would blame me for it, saying I should have minded my own business. It may also never rehire me. The interpreting agency's primary interest is the bottom line. It cares about lawyers' integrity only insofar as it relates to their prompt payment of the agency's invoices.

- If I expose the problem the moment it first occurs, in front of everyone, the deposing lawyer may well complain that I should have told him in private. He might say I caused an uproar which he, using his diplomatic skills, would have avoided.
- Once I point out the deceit, the dishonest lawyer will deny it and, not inconceivably, may sue me. If that happens, I think it unlikely that either the attorney I alerted or the agency that sent me will foot my legal bills.
- I could be attacked by both attorneys for pointing out the deceit. I do not want to malign the legion of hard working, conscientious lawyers out there, but among those attorneys hired to conduct depositions there is a small minority of hacks who care more about getting through the deposition (or, when they are paid by the hour, stretching it out), than about its integrity. Such an attorney might actually rebuke me, saying that I am imagining things and that, in any case, it is not my role to raise the issue of unethical conduct.
- It is also not unknown for lawyers on opposite sides to be in collusion. I have good reason to

believe that in one case I worked on, the plaintiff's attorney promised the opposing, insurance company's attorney a kick-back. In such a case I would be attacked by both attorneys since I would be jeopardizing their scheme.

Just imagine my position once the agency that hired me hears both sides claim that I made baseless accusations.

I have been told that my distress is an over-reaction, especially since the witness and his attorney can concoct and rehearse falsehoods prior to the deposition. Deponents have also been known to take bathroom breaks during a deposition in order to ask their lawyers how to answer a question. If the deponent sits next to his own lawyer, the latter can even, conceivably, give "yes" and "no" foot signals, if the signals are coordinated beforehand.

I can try to console myself that the deposing lawyer might be a bigger rogue than his adversary, and that the deposing lawyer's client will lie even more blatantly when it is his turn to testify.

I can try to blame the victimized attorney for not exercising caution by keeping the deponent's lawyers within his line of vision.

I can blame the deceived lawyer for not barring from the deposition those who are not a party to the action. Their presence rarely benefits

him and constitutes a needless additional risk. Surely it is not the interpreter's moral obligation to advise an attorney how he should conduct the deposition.

But all these arguments do not extricate me from my quandary. While I cannot imagine keeping silent when a lawyer hires me directly, it would be an unthinkable betrayal of trust. What shall I do when, as is normally the case, I am sent to a deposition by an agency? To whom do I owe my loyalty? To the agency that hired me, to the lawyer who hired the agency that hired me, or to my conscience, which is not for hire?

Let me preempt a possible attack from any self-righteous reader who feels I should be reproached for my past silence. I have interpreted at more than 400 depositions in the last decade and have encountered the "pantomime problem" on perhaps twenty occasions. Extrapolate this to the number of depositions being held every year and it becomes clear that countless interpreters and court reporters are aware of this offense, as are numerous attorneys who have witnessed their co-counsels perpetrating it. To my knowledge no one has ever raised this issue in public. ■

Meir Turner is a simultaneous Hebrew-English interpreter who lives in New York City.

American Federal Interpreters

(continued from page 1)

pretation in this country interpreters wore many hats. As Prucha (1994) notes, "Key figures at the treaty councils and always the witnesses signing Indian treaties were interpreters." His observation is corroborated by Yasuhide Kawashima's

"Forest Diplomats: The Role of Interpreters in Indian-White Relations on the Early American Frontier," an informative and incisive work on the importance of and the

contributions of interpreters before the Indian was herded into reservations and his hunting way of life destroyed. Kawashima writes:

Indian interpreters continued to play a crucial role in interracial com-

munications throughout the Western experience.... Such figures as Corghon, Montour, Weiser, McKee, Robert Rogers and Abraham Bosomworth...were not merely interpreters in the traditional sense of the term. The word 'interpreter' in the first half of the eighteenth century meant more than 'translator' [...], it was considered a title of special honor (p. 12).

Sacawajea and Charbonneau: Team Interpreters

In the first decade of the 1800's a number of interpreters forever changed the destiny of this nation. One of them has had the most statues of any American woman erected in her honor. She climbed high mountains, crossed unfordable streams on a canoe and cured ill-stricken explorers with roots, berries and herbs. Her name was Sacajawea, or Bird Woman, a member of the Lewis and Clark expedition of 1804-1806.

How did Touissant Charbonneau, her interpreter husband, convince the leaders of the expedition to land them the plum two-year assignment? By his wits, much as we who live in

contemporary capitalist and market-driven economies do. When Charbonneau first heard of the expedition, he hustled down from his fur trading activities to Fort Mandan. But someone else was already in place: René Jessaumé had been chosen as the interpreter for the long trek to the Pacific Ocean, and was assisting during the preparatory phase of the coming expedition. Jessaumé was an able craftsman and had helped in building the fort. But Charbonneau was a canny character. He went to great lengths to market not only his linguistic ability, but that of his fourteen year old wife, Sacawajea, explaining how the younger of his two wives would assist the expeditionary force. "She's a Shoshone, you know. You're going to need horses," he told them. They replied, "But she doesn't speak English, whereas Jessaumé does." "No matter, she lived in the Rocky Mountains and knows the terrain," he insisted. So, by using the bargaining skills he acquired as a fur trader on the frontier, he succeeded in replacing Jessaumé (Hebard, 1957).

One other interpreter accompanied the explorers: Lieutenant George Drouillard, who spoke French and would become part of the interpreting relay team at \$25 a month. He is one of a handful of interpreters to have had a river named in their honor. Capt. Meriwether Lewis recalled in his diaries (Bergan, 1989): "The means I had of communicating with [the Indian tribes] was by way of Drouillard, who understood perfectly the common language of gesticulation or signs which seems to be universally understood by all the Nations we have yet seen." Drouillard appears no less than 360 times in the explorer's diaries. Obviously, he was no mere appendage to the trip but an integral player in that perilous journey.

The Lewis and Clark odyssey began in 1804 and ended in 1806. The 40 plus members set out to explore what was to the white man an unknown wilderness. Stephen Ambrose (1996) graphically describes the obstacles the explorers of the Discovery Trail encountered. Our colleagues' diet back then was essentially limited to parched corn and jerky. But on special occasions a tasty broiled beaver or goose would be their meal. It was "Janey," as Sacawajea was called by the men, who "showed them how to find caches of unfamiliar but edible roots that gophers store near piles of driftwood" (Brown 1988:41). Here we see how the interpreter's knowledge of alien customs—be they culinary or medicinal—assured them survival in a treacherous world.

For their linguistic expertise Charbonneau and Sacawajea would be paid \$500.33 plus horses and a log house. But their marriage did not survive the tempests of time. Bird Woman's death remains a mystery. Some claim she died in 1814 and others assert it was well after she interpreted at several councils from 1850 through the 1870's. Regardless, she is the first historically recognized female federal interpreter. Her sons Baptiste and Bazil would likewise become interpreters at Indian councils and on treaty-signing occasions.

As for her husband, he lived to a ripe old age and added wives to his matrimonial column.

Drouillard continued to scout, interpret and hunt. In 1808 he was tried for the murder of a deserter from Fort Lisa whom he wounded mortally while trying to capture him. A St. Louis jury acquitted Drouillard, but two years later, despite his knowledge of Indian ways, he met his end at the hands of a band of Blackfoot braves.



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Interpreters During the Treaty Making Period

How did antagonists communicate during Indian campaigns and the treaty-making period? Certainly through the use of interpreters. President James K. Polk, for example, wanted to use Mexican Catholic priests who spoke English to accompany the American army as chaplains and to treat with Mexicans in advance of the invading army. But Bishop Hugues from New York refused this request. Simple logic dictates that General Scott must have had to have someone assist him in dealing with the locals on his march to Mexico City.

And perhaps the California campaign under Capt. John Frémont availed itself of Kit Carson. Charles Burdett (1902: 8) notes that Mr. Carson at one point during his first years on the frontier held the "...pleasant and profitable position of Spanish interpreter to a trader named Tramell, with whom he...made the long journey to El Paso and Chihuahua." Was the position profitable in fact? One might use as a reference the federal interpreter to the Embassy in China in 1864, at the height of the Opium War and the recruitment of Chinese laborers for the railroad, for instance, who earned \$5,000 dollars a year; that's roughly more than one hundred thousand in 1998 dollars.

But works such as Connor and Faulk's "North America Divided: The Mexican War 1846-1848" and Griswold del Castillo's "The Treaty of Guadalupe Hidalgo: A Legacy of Conflict," and others too numerous to mention, which go into great detail on the political intrigues that plagued both Mexico and the United States as well as the bloody battles of the war and the occupation of Mexico City by U.S. forces, are almost totally

silent on the translation process during this important period in the history of both nations.

The one notable exception seems to have been a Mr. Ferguson, who sat at the negotiating table in Paris in 1898 when Spain relinquished her title to Cuba and ceded the Philippines and Puerto Rico to the United States. "Making Peace with Spain: The Diary of Whitelaw Reid, September-December 1898" (Morgan, 1965) contains the photograph of our federal colleague. Everyone present—save for our not-so-obscure colleague—is identified by full name beneath the photograph. And this may be consistent with those who believe that we should be heard but not seen or recognized, although this attitude of mere mouth-piece status is a great disservice to our profession. It ignores a central fact of these negotiations: interpreters are the link that enables the parties to communicate. This is one reason the public at large ignores and remains blissfully ignorant of our profession. But, query: in a superpower confrontation where atomic conflict could annihilate the species, who do you think would get the blame if the planet were wrecked? You guessed it: we would. What role did our Mr. Ferguson play that autumn in the French capital? To quote Reid:

When we encountered the Spaniards, [...] Abarzuza asked to have it first read in English before the translator put it into Spanish. It seemed to me he wanted to break its force a little in reaching Montero. Ferguson read it first in English and then made a rather fluent translation (p. 130).

The Spaniards, to use contemporary vernacular, freaked at the American demands. The U.S. would not be liable for Cuba's debt and it wanted Manila, Guam and Puerto Rico. Several days later, after the

Iberian diplomats consulted Madrid, both delegations reconvened. The diplomatic chess game continued. Whitelaw Reid:

The moment the protocols were approved, Montero Ríos made a little statement to the effect that they had been greatly surprised and pained at the nature of the proposal submitted by the American Commissioners at the last session. While they found themselves unable to accept the American proposition, they had prepared a paper setting forth a counter proposition. Secretary Day handed it to the translator. The Spaniards seemed rather to expect that we would immediately ask an adjournment in order to have that translated. Two or three of the American Commissioners suggested that even if the translation, which could be made at sight, had to be a little rough, it would be better to have the document read at once. Montero Ríos assented with a shrug of the shoulders, and Mr. Ferguson began at once the translation. Ferguson achieved a remarkable feat in performing an on-site translation that was interrupted several times by Spanish ploys to distract the American Commissioners from assessing the counter-offer (p. 116).

Interpreting during the Indian Wars

Westward expansion, for all practical purposes, began with the Mayflower. The ripple effects of immigration and American synergies led to the Indian Wars and the destruction of the Indians' way of life; interpreters were used, along with Indian scouts, to achieve the American expansionist drive. It is well-documented, for example, that without Apache interpreters and scouts, the white man would have been unable to track down Geronimo and his warriors.

But despite their presence and crit-

ical role in the Old West, interpreters were as likely to be maligned and misjudged as to be recognized. In "The Indian Sign Language," W.P. Clark asserts:

The lack of honest and efficient interpreters has been one of the causes of all of our troubles with the Indians, one of the greatest obstacles to a thorough understanding of their abilities, laws, customs, habits and moral and immoral qualities of character....[They] have cost billions of money, made corruption and theft not only possible but easy, stained soil of every state with innocent blood, and led the race to the threshold of extermination (p. 223).

Yet, the veracity of most interpreters is vouchsafed in great part by the trust placed in them by the agents on the reservation, the Indians, the U.S. Army and other explorers. Take, for instance, the observation of Jesuit priest J. de Smet (1863:40), who crisscrossed the territory west of the Mississippi in the first decade of the century: "Mr. Campbell, one of the best interpreters in the country...greatly facilitated my relations with [the different tribes]." Indeed, even Clark recognized the value of interpreters, as he utilized the services of Horace Jones to grasp the ways of the Comanches.

Many other examples exist of the creditworthy performance of those who wore the interpreter's mantle. In fact, some treaties record our predecessors' very own words as to their sworn obligation to uphold standards of accuracy and truthfulness (Wells, 1983): "The proceedings at the within treaty were faithfully interpreted by us, John Gibson and William Wells; that is, for the Delawares, John Gibson, and for the rest of the tribes, William Wells."

While many interpreters went to the nation's capital to perform at formal treaty functions, many more

roamed the Plains plying their craft. Paul L. Hendren's "Fort Laramie in 1876: Chronicles of a Frontier Post at War" tells of an ultimatum delivered by official interpreter Samuel D. Hinsman to the fierce Sioux. Imagine the scenario: Hinsman addresses 150 Indians after being instructed to interpret "in the stern language of the Agreement of August 15th," terms and conditions which basically banished the fearless Sioux from their nomadic ways.

General George Armstrong Custer relied on Osage interpreters—whose names are unknown—and others such as Raphael Romero, Fred Gerard, Mitch Boyer, Isaiah Dorman and William Comstock. "Congenial employment, (often) leading to a terrible death," Custer is reputed to have said in reference to the latter. One account of the time has Comstock guiding "...several starving Army garrisons on a two-week march through blinding blizzards." His reward? "He was removed from the payroll on the same day he found a safe haven for them." In 1868, General Custer relied on his Osage interpreters and Romero to pierce the Indian flank at the battle of Washita. In its wake, he found orphaned children and widows. He didn't know what to do with his Indian captives, so he had his interpreter help him to communicate with the sister of Black Kettle, the dead tribe chief. Custer (1952:362) tells the story:

Placing the hand of the young girl in mine, [Black Kettle's sister] proceeded in the Indian tongue to the delivery of what I in my ignorance of the language presumed was a form of administering a benediction, as her manner and gestures corresponded with this idea.

Never dreaming of her purpose, but remembering how sensitive and suspicious the Indian nature was, and that any seeming act of inatten-

tion or disrespect on my part might be misunderstood, I stood a passive participant in the strange ceremony then being enacted... By this time my curiosity got the better of my silence and turning to Romero, who stood near me...I quietly inquired: 'What is this woman doing, Romero?' With a broad grin on his swarthy face he replied: 'Why, she's marrying you to that young squaw!'

The 7th Cavalry Commander managed to extricate himself from this dilemma, probably relying on his trusty interpreter to achieve a face-saving retreat.

Three interpreters accompanied the army in June of 1876 at the Battle of Little Big Horn: Isaiah Dorman, who was black, Mitch Boyer and Fred Gerard. The first two would perish with Custer and over five hundred of his troops; Gerard survived and testified before a commission which investigated the battles on other Indian fronts.

Five interpreters assisted in the lengthy Army campaign against the legendary Apache chief Geronimo. One of them, Severiano, "was apparently trusted and dependable," and "excitably nervous, with a lively imagination, rather poetic temperament and consequently considerable rhetorical ability." (Thrapp, 1979). Another was "Talking Tom" Horn—portrayed by Steve McQueen in the movie "Tom Horn." Others included Mickey Free, Sam Bowman, George Wratten, who accompanied Gatewood to arrange the final surrender, and Concepción. Horn was let go after the Army decided it couldn't afford an interpreter to assist them in defeating the Indians, but he was recalled when the Army realized they would not be able to trap the Apache warrior without an interpreter. Yet at this juncture history is contradictory. One version has Wratten accompanying Gatewood into the Sierra Madre

mountains to persuade Geronimo to surrender. Another has Geronimo insisting that Tom Horn interpret the terms of his surrender. Regardless of who interpreted in the end, the fact remains that an interpreter was the vital link in assuring that the feared Geronimo turn himself in to U.S. authorities.

The interpreters who preceded us in those troubled times on American soil toiled and died in service to the Army and the government. The price was steep, perhaps excessively so. Let us hope the current crop of federal interpreters do not endure the fate of Drouillard, Dorman and Horn. ■

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- Xavier F. Keogh, director of *The Juridical IT, Inc.*, is a New York City free-lance interpreter, writer and translator. He is at work on a science fiction book, "Adventures in Space Interpretation."

Nominating Committee Report

Candidates for the 1999-2000 Board of Directors

The 1998 NAJIT Nominating Committee received fourteen nominations from NAJIT members. Of those, ten were eligible to run this year and from those, three nominees graciously declined the nomination, leaving seven qualified candidates for the two positions currently open. Their candidate statements are printed in this issue of Proteus.

It bodes well for judiciary interpreting that larger numbers of candidates are coming forward each year to tackle the daunting, yet rewarding positions on our national

board. We truly are a profession in growth.

*Aleé A. Alger-Robbins, Chair
Albert Bork
Carmen Barros*

[Editor's Note: Official ballots and copies of the candidate's bios and statements have been mailed to all NAJIT members. Be sure to follow all voting instructions carefully.]

JEANNETTE BUSTOS GILHOOLY, MBA
Dover, Massachusetts

Jeannette Bustos Gilhooly is a native of Chile. She is a free-lance certified interpreter in Massachusetts and a court approved interpreter in New Jersey; cofounder and past president of ALTIMA, the Association of Legal Translators and Interpreters of Massachusetts; past member of the continuing education, program, ethics, and newsletter committees; and most recently, a team member of the Judicial Interpreters of Massachusetts Ad-Hoc Committee that negotiated the first increase in interpreters' fees with the administration in 11 years. She has been a test examiner for the Judicial Language Center, developed glossaries, given seminars, and mentored many interpreters. She has freelanced with the federal and state courts, law firms, business, educational, medical and government institutions.

Statement

It would be my privilege to serve as a member of the NAJIT Board of Directors to help accomplish the following:

- spread awareness among court personnel and the general public about the role of the interpreters.
- improve interpreters' working conditions by strengthening ties with the court administration and the legislature.
- strive toward statewide certification for all interpreters.
- work toward improving the quantity and quality of continuing education programs for interpreters.

FRITZ HENSEY, PH.D.
Austin, Texas

Fritz Hensey is a professor of linguistics and translation studies at the University of Texas and an interpreter trainer for several state agencies. He is a federally certified court interpreter and is accredited as an English>Spanish translator by the American Translators Association.

Statement

Having served on the NAJIT Board of Directors from 1995 to 1997, I feel honored to run once again for a board position. As both an educator and a working interpreter, I hope to contribute to NAJIT's efforts to advance

our profession through enhanced training, publication, and participation by our fellow members in meetings and workshops. In my local area, I helped introduce translator/interpreter training at our community college, where a two-year program is now underway. I believe that NAJIT should encourage local organizations to undertake similar actions in their communities for the benefit of their members unable to travel to major centers where training is more readily available. My previous term on the Board enabled me to show my appreciation for the many benefits the organization has brought me and many other court interpreters, and I look forward to the opportunity to serve once again.

HOLLY MIKKELSON
Spreckels, California

Holly Mikkelsen has been a court interpreter for over 20 years and is certified to interpret in the Federal courts and in California. She is head of court interpreter training at the Monterey Institute of International Studies, where she earned an M.A. She has written numerous books and articles on court interpreting and organizations, including NAJIT and been a consultant to various government and private entities on interpreter testing and training.

Statement

I am honored to have been nominated for the Board of Directors. For many years I have promoted professionalism among court interpreters, and if elected, I will continue my efforts to enhance the working conditions, education, and recognition of our profession. It is important for NAJIT to represent interpreters of all languages in all regions of the country. As a California resident who has worked in a variety of settings and taught interpreters all over the United States, I will bring a broad perspective to the work of the Board. I have participated in projects aimed at meeting the challenge of providing quality interpreting services in our judicial system in an effective and pragmatic manner, and this experience will enable me to make a positive contribution to NAJIT's endeavors.

DR. ALEXANDER RAINOF
Santa Monica, California

Dr. Alexander Rainof, born in Rumania of Russian and Bulgarian parents, grew up in France, Italy, Mexico and the United States. He holds a Ph.D. in comparative liter-

ature. His wife is Japanese-American. He has two daughters. He is a certified interpreter for the Federal and California courts. An internationally known scholar, he has published extensively in the areas of literature, linguistics, translation, and interpretation. He is a professor in the Romance, German and Russian Languages and Literatures Department at California State University at Long Beach and in the Translation & Interpretation Certificate Program at UCLA/UNEX, which he founded.

Statement

In an increasingly global society the future for interpreters is bright, but fraught with dangers. Interpretation is a profession demanding high standards, sometimes in conflict with corporate imperatives of volume and profit in an electronic age. NAJIT has been a pioneer in both the protection of these standards and a global focus. My multi-language background, years of teaching and research in the areas of language and translation and interpretation, and current academic affiliations, will allow me to serve the NAJIT membership, protect our profession, expand our global, cross-language focus, and maintain what has become our tradition of excellence.

ANA-CECILIA ROSADO Providence, Rhode Island

Ana-Cecilia Rosado became federally certified in 1983, after having worked as an interpreter for the federal court in Puerto Rico in the days before certification. Additionally, seven years at the Supreme Court of Puerto Rico as a Spanish-to-English translator gave her the foundation of her legal translation training, which she later used when teaching seminars on legal translation. Since 1991, she has been Staff Interpreter at U.S. District Court in Providence, R.I., where she developed the booklet "Are you thinking of pleading guilty instead of going to trial?" She has also been active as a consultant to R.I.'s state courts regarding interpreter training and other projects, for example, the "Notification of Your Rights" video. Her education includes: B.A. (English) and Spanish linguistics graduate courses at UPR, and M.A. (linguistics) and M.A. (Hispanic studies) at Brown University.

Statement

A NAJIT member since 1992, I have gained an appreciation of its growth and the important role it must play in promoting member involvement, professional education, and outreach and training to administrators, lawyers, and aspiring interpreters. NAJIT has a wealth of knowl-

edge and expertise, and I would like to help it share its resources in an organized way, in defense of equal access for limited-English speaking litigants.

DR. JOSE L. VARELA-IBARRA Brownsville, Texas

Jose L. Varela-Ibarra, US Courts and California certified interpreter and translator, has been involved with NAJIT since the early 1980's, before the organization was ever born. It was called CITA back then. He's currently the director of the Translation Studies and Interpreting program at the University of Texas at Brownsville. A regular presenter at NAJIT's meetings, Dr. Varela has also organized conferences, conducted seminars here and abroad, and has published widely. His current hobby is Tai Chi.

Statement

I've got the time and energy to serve this organization. My non-interpreting background in training, marketing, Web page design and promotion, recruitment, fund seeking, and publishing will be a valuable complement to the skills and talents of other board members. I am a positive thinker who believes NAJIT is poised to become what it can be. Let us move together into the new millennium organization we all know.

MYRNA L. WALLACE Houston, Texas

Throughout my career the most important thing I have learned is the fundamental importance of the most complete knowledge of the cultural context of language and its interactions. This knowledge is particularly important in a court of law, where a cultural misunderstanding might forever affect a person's life. While my work for the courts of ten different Texas counties and law firms in the U.S. and Mexico attests to my abilities as a judiciary interpreter and translator, I feel that my cultural fluency is the foundation of my abilities.

After completing my education in the U.S. and in Guatemala City, I taught English and Spanish, was appointed Cultural Attache for the Guatemalan embassy in Egypt, and started Translingua Spanish Communications, a successful firm that enjoys steady growth and whose thematic strengths include the petroleum industry, international trade and education. From this multidisciplinary experience in the U.S., Latin America
(continued on page 13)

Candidate Statement

(continued from page 12)

and the Middle East over the past twenty-six years, I have created the extensive cross cultural background that I use on a daily basis in my work as a judiciary interpreter. I look forward to the opportunity to bring to the Board this idiosyncratic knowledge of my two native cultures.

Welcome New Members

July 1 - September 30, 1998

Akiko M. Abley, Randolph NJ
 Alma I. Alemán, San Antonio TX
 Lilly May D. Bayley, Bellevue WA
 Jason R. Burnley, Alexandria VA
 Elizabeth Caruso, Brooklyn NY
 Maria B. Curtis, Orlando FL
 Rosemary W. Dann, Londonderry NH
 Sylvia Susan Darino, New York NY
 Kazumi Ogawa Denney, Honolulu HI
 Rafael Escribano, Cambridge MA
 Vivian M. Estrada-Mora, Jackson Heights NY
 Ana S. Fuller, San Diego CA
 Magdalena V. Giannotti, Glen Allen VA
 Nancy M. Gilmour, Sierra Madre CA
 Juliette Grosclaude, Washington NC
 Martha M. Guadamuz, Bronx NY
 Andrea L. Harold, Lewes DE
 Sheila Harrington, Seattle WA
 Jeanine Horton, Seattle WA
 Joanna Huc, Harrison NJ
 International Institute of Buffalo, Inc., Buffalo NY
 International Institute of Rhode Island, Inc., Providence RI
 Sue Mi Jae Jones, La Crescenta CA

Albert S. Kim, La Mirada CA
 Jose N. Kleinberg, Holliston MA
 Sara G. Koopman, Seattle WA
 Steven K. Kruer, Jacksonville FL
 Chi Sum Lau, New York NY
 Sandra H. Layman, Seattle WA
 Marigen Tapia Learnard, Manchester NH
 Tongjin Sam Lee, Honolulu HI
 Denise E. Look-Choate, Seaside CA
 Conchita B. Lozano, El Centro CA
 Victor G. Lychyk, Arlington VA
 Robert J. Miller, Silver Spring MD
 Raymond Miranda, Staten Island NY
 Yuko Mori, New York NY
 David Wayne Myers, Woodinville WA
 Rose Nichols, Greenville SC
 Tamar Paltrow Zwerdling, Fort Lauderdale FL
 Jerzy F. A. Poziombko, Phoenix AZ
 Emmy Prieto, Miami FL
 Noemi Rios, Long Island City NY
 Mari Paz E. Russell, Bridgeton NJ
 Juan Serret, Waterbury CT
 Rosita Silvera, San Diego CA
 Monica Smith, Citrus Heights CA
 Arthur Solarte, Minneapolis MN
 Filemon Sosa, El Paso TX
 Liesbeth S. Spoor, Netherlands
 Michael Stacy, Carrollton TX
 Grace H.C. Sun, Flushing NY
 John J. Sun, Towaco NJ
 Elena N. Treto, Atlanta GA
 Janice Tsai, Monterey CA
 Vinka C. Valdivia, Poway CA
 Nelson Vidaaurrazaga, Miami FL
 Scott J. Wiley, New York NY
 Eduardo M. Zaldibar, Everett WA
 Bety Ziman, Medairie LA

From the Desk of the Executive Director

Arlene Stock, CAE

It's that time of year again—no, not holiday time, but dues billing and election season—and here at headquarters we are enjoying the whirlwind of activity that comes with a heavy volume of mail, e-mail, and phone calls. We are acknowledging dues payments and new member-

ships as fast as we can and hope you bear with us at this busy time.

By the time you receive this issue of *Proteus*, you will have received your ballot for election of the 1999 Board of Directors. At the request of many of

you, we switched over a few years ago to secret ballots. In order to assure the confidentiality of your vote, all you need do is insert your ballot into the envelope that is clearly marked "Ballot" and fill out the form in the upper left-hand corner of the postage-paid mailing envelope

asking for your name, address, and signature. When your ballot is received, the mailing envelope will be discarded, and the ballot envelope, which has no identifying information on it, will be separately handled. Every year numerous ballots are invalidated because the member failed to supply his or her name, address, and signature on the mailing envelope. This is especially unfortunate when there are many candidates on the ballot and one vote, quite literally, can make a difference. So please take a moment to read the instructions and heed them to the letter.

Shortly after the start of 1999 you will be receiving a registration package for NAJIT's 20th Annual Meeting and Educational Conference, to take place in San Diego from Friday, May 14, through Sunday, May 16, 1999. At last year's Annual Meeting, in San Antonio, we asked for a show of hands expressing a preference for either a downtown conference location or a resort location. Those of you who were present voted overwhelmingly for the resort, so we went back to the drawing board and entered into a contract with the Shelter Pointe Hotel and Marina on Shelter Island in San Diego, California. The beauty of this location is best described

by the phrase "heaven on earth." In true NAJIT tradition, we're planning a super conference with preconference workshops (on Friday, May 14), a bang-up opening reception (Friday evening), educational sessions, (Saturday, May 15, and Sunday, May 16), our 20th Annual Meeting and Luncheon (Saturday, May 15), and on all three days an exhibition of vendors whose products are of interest to judiciary interpreters and translators. Everything you need to know in order to attend will be in the registration package and on our Web site (www.najit.org). But for now, save the dates! - and plan to join us for what promises to be another memorable NAJIT event.

On the subject of dues, we are offering this friendly reminder that NAJIT's dues year is from January through December 31, and 1999 dues should be received at headquarters before January 1. Your prompt attention to this matter saves NAJIT the cost of doing multiple mailings. We are proud that we have been able to hold the line on dues increases for many years, and you can help us to operate on a tight budget by paying your dues just as soon as you receive your invoice. ■

ITEMS OF INTEREST

May 14-16, 1999, San Diego, CA. Twentieth Annual Meeting and Educational Conference of the NAJIT.
Address: NAJIT, 551 Fifth Avenue, Suite 3025, New York, N.Y. 10176. E-mail: headquarters@najit.org.

July 12-30, 1999, Tucson, AZ. Agnese Haury Institute for Court Interpretation. Contact the Institute at: University of Arizona, Modern Languages Building, Room 445, Tucson, AZ 85721. E-mail: ncitrp@pop.u.arizona.edu

L.A. Superior Court Interpreters are Independent Contractors

The Executive Officer and Clerk of the Los Angeles County Superior Court in a memorandum dated September 3, 1998 announced that the Internal Revenue Service has now joined the Second District Court of Appeals and the California Unemployment Insurance Appeals Board in concluding that interpreters who provide interpreting and translating services for the trial

courts are independent contractors and not employees.

Working conditions

The Associazione Italiana Traduttori e Interpreti offers a detailed description of their professional fees, services and general working conditions in their web site: <http://www.mix.it/AITI/tariffeB.html>

A "Report Covering Working Conditions of Court Interpreters" submitted by the California Court Interpreters Association sees little improvement in working conditions for court interpreters in that state. Among its findings are:

- Interpreters are often asked to do non-interpreter tasks.
- Bailiffs and clerks often view interpreters as advocates for defendants.
- There is no understanding of fatigue factors in interpreting and their physical effect on the interpreter

and the quality of interpretation.

- Interpreters often have no home base in the courts where they work.
- When a breakdown in communication occurs there is a tendency to blame the interpreter.
- Interpreters are seldom informed if the defendant has a contagious disease.
- Judges and other officers of the court often fail to use a microphone.
- When budget shortfalls occur, interpreters are not compensated until shortfalls are funded.

The report may be viewed at: <http://www.ccia.org/ccia/work.htm>

Flataflash Job List

The November 1998 issue of the newsletter of the Florida Chapter of the American Translators Association includes a section on "Job Opportunities" for interpreters and translators, available by subscription. The cost is \$30. Information may be obtained at <http://members.aol.com/flata2>

Continuing Ed... For Lawyers

"To enhance both the perception and the fact of the legal profession as a genuinely noble profession," the 150,000 lawyers who practice in New York State will now be required to take 24 hours of continuing education courses every two years. Courses in ethics, basic legal skills, law office management, and specialized areas of practice taken in traditional classes, via audio or video presentations or on-line are to be offered by the bar association, law schools, private companies and large law firms.

The article by Alan Finder in *The New York Times* (17 September 1998) points out that the state bar association had urged making these courses mandatory. The new rules, however, require only that lawyers certify every other year on a form that they took the courses.

European Union: Reciprocal Recognition of Interpreters

By royal decree, Spain now recognizes the credentials of sworn interpreters from other member countries of the European Union. No other European state has followed suit, however, and the president of the Association of Sworn Translators and Interpreters of Catalonia, Josep Penarroja, has filed a complaint with the Commission of European Communities to force them to modify their laws. Penarroja reports in the November 1998 issue of the Association's Newsletter that he has petitioned the

European Parliament to regulate the translating profession throughout Europe to prevent these imbalances from recurring.

Brazilian consulates in Spain have traditionally refused to accept translations done in Spain; now, thanks to the efforts of the Association, Spain will only accept translations submitted to its consulates in Brazil done by Spanish sworn translators. The Association is working to obtain a similar result with regard to Russian consulates.

Court Interpreting in Catalonia

The Association is protesting a decision by the Generalitat of Catalunya issuing a call for subcontractors to provide interpreters for the courts. The group fears that since certification is not a stated requirement, court interpreting will be done by unqualified individuals willing to receive substandard pay; already in Gerona a language school has been assigned to supply interpreters, and in Baleares a sworn interpreter who refused the low fees was threatened with obstruction of justice.

European Legislation Watch

Fair Trials Abroad/Justice à l'Etranger, a human rights organization based in the UK, has announced its European Legal Interpreter Project, a study in five countries (Austria, France, Ireland, Spain and Sweden) that will identify legislation pertaining to court interpreters; the administration of justice for those who do not know the language of the court; interpreter hiring practices and minimum qualifications required; and education and training opportunities.

"Whacking Tree With Genitals"

James Sterngold (*The New York Times*, 15 November 1998), writing about American films retitled for distribution abroad reports on the splendor and misery of translation: "There's Something About Mary" appeared in Thailand as "My True Love will Stand all Outrageous Events;" In Hong Kong, "Leaving Las Vegas" became "I'm a Drunk and You're a Prostitute;" "Field of Dreams" was "Imaginary Dead Baseball Players Live in my Cornfield" and "The Crying Game" was "Oh, No, My Girlfriend Has a Penis!" In China, "Interview with the Vampire" was "So, You Are a Lawyer;" "My Best Friend's Wedding," "Help, my Pretend Boyfriend is Gay;" and "George of the Jungle," "Big Dumb Monkey Man Keeps Whacking Tree with Genitals." "Delicate Orbs of Womanhood Bigger Than Your Head Can Hurt You" was the dynamic equivalent of Pamela Lee Anderson's "Barb Wire." ■



National Association of Judiciary
Interpreters & Translators
551 Fifth Avenue • Suite 3025
New York, New York 10176

MEMBERSHIP APPLICATION

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Languages _____
Credentials:
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_____ ATA What language combinations? _____
_____ Dept. of State: Escort _____ Seminar _____ Conference _____
I do not wish to be listed on NAJIT's Web site _____
I was referred to NAJIT by _____
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If you are a language instructor at a college, please indicate which one: _____
I am an interpreter ☐, translator ☐.
I certify that the above information is correct and accurate to the best of my knowledge and belief.
Signature _____ Date _____

PAYMENT SCHEDULE

_____ Individual: \$75

_____ Student: \$40

_____ Institution: \$150

Outside U.S.A. and Territories, \$15 Additional

** Student membership is available only to students of interpreting and translation who derive no income from employment as interpreters or translators.*

Contributions or gifts to NAJIT are not deductible as charitable contributions for federal income tax purposes. However, dues payments may be deductible by members as an ordinary and necessary business expense to the extent permitted under IRS Code.

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