

# Lexical Cohesion as a Motivation for Codeswitching: Evidence from Spanish-English bilingual speech in court testimonies\*

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## 1. Introduction

The insertion of single lexical items from one language into sentences that otherwise are entirely in another language is perhaps the most common phenomenon of bilingual speech. It has been observed universally, in all kinds of language contact situations. Most of the time, the inserted items are nouns. Examples are given in (1) and (2).

- (1) But I used to eat the *bofe*, the brain. And they stopped selling it because, *tenían, este, le encontraron que tenía* worms. (Poplack 1980: 597)
- (2) Tuna *customers*, wengi sana kwa mpango huu. (Swahili/English, Myers-Scotton 1993: 72)  
(‘We have very many customers in this plan.’)

Research on insertion has focussed on the question at what points such sentence internal codeswitching is possible. Among the best known approaches are certainly Poplack's (1980) proposed equivalence constraint which states that codeswitching can occur only at points in discourse where the surface structures of two languages are parallel, and Myers-Scotton's (1997) matrix-language frame model, which claims that one language provides a morphosyntactic frame into which content morphemes from the other language may be inserted. Examples of insertion as in (1) and (2) follow from either model. However, these approaches predict only where insertion is possible, but do not say how it is motivated.

To many researchers, such insertions raise the question whether this is codeswitching at all, or whether this is in fact lexical borrowing. So when the question is asked what motivates insertions like those in (1) and (2), we quickly find ourselves in a discussion about lexical borrowing.

In his seminal book on language contact, Weinreich (1953) discussed various reasons for lexical borrowing, distinguishing between internal and cultural motivations, and claiming that there is some kind of lexical gap, either in the internal lexicon of the bilingual speaker, or in the language in general, which is filled by borrowing. However, insertions may occur without such a gap, as Weinreich (1953: 600) disapprovingly observed: “a bilingual’s speech may suffer from the interference of another language through mere oversight.” [There is often] “intimate ‘unnecessary’ borrowing of everyday designations for things which have excellent names in the language which is being spoken”

These categories continue to shape the perception of insertion and borrowing until today. Be it in Myers-Scotton's (1997) distinction between cultural borrowing and core borrowing, or Poplack et al.'s (1988) quantitative analysis of borrowing frequencies, insertion phenomena in bilingual speech continue to be interpreted in relation to the lexicon of the recipient language, or in Weinreich's words, in relation to the presence or absence of an “excellent name” in the recipient language.

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## 2. Cohesion

The aforementioned studies of insertional codeswitching generally do not look beyond the sentence level. They do not define insertion in relation to the context in which it occurs. However, in a conversation, an utterance makes sense only if it can be connected to the preceding utterances in a meaningful way. This relationship is commonly described as coherence, but it is not easily defined. Researchers in discourse analysis appear to agree that coherence emerges in the perception and evaluation of a text by the listener or reader. As Fairclough (1995: 122) puts it, "relations of coherence between clauses and sentences of a text are not objective properties of the text, they are relations that have to be established by people interpreting it."

The linguistic means that speakers (or writers) use to bring about coherence relations have been described as cohesion (Halliday & Hasan 1976). These means are diverse, but they have in common that they establish a link between an element in one sentence and another element in a preceding sentence. Cohesion can thus be defined as a relationship between words, whereas coherence is a relationship between concepts and meanings.

Halliday & Hasan (1976) distinguish between two major types of cohesive relation, namely grammatical cohesion and lexical cohesion. Grammatical cohesion is in a sense "better known." It involves such phenomena as co-reference, substitution, or ellipsis, or the use of discourse markers (such as *however* or *so?*). Lexical cohesion includes various types of relationships between two lexical items in different sentences, such as repetition (*Philadelphia: Philadelphia*), paraphrase (*Philadelphia: the city of brotherly love*), collocation (*Philadelphia: Cheese Steak in front of the Liberty Bell*). To describe an instance of cohesion, Halliday & Hasan (1976) introduce the term cohesive tie.

Lexical cohesion differs from grammatical cohesion in that it "regularly leaps over a number of sentences to pick up an element that has not figured in the intervening text." A discourse marker like *however* only ties to the preceding paragraph or sentence, but if I write "they found worms in the *bofe*," the reader may recognize this as a reference to Poplack's example in (1).

Hoey (1991) claims that Halliday and Hasan fail to notice that lexical cohesion is "the single most important form of cohesive tie." Furthermore, he argues that lexical repetition is more important than any other type of lexical cohesion, especially when forming cohesive ties over large spans of text, because there is less room for ambiguity. The sentence "at least they didn't have mad cow disease" may not be interpreted as readily as a reference to Poplack's example about the worms in the *bofe*.

The cohesive function of repetition has also been emphasized by many linguists doing research on repetition in discourse (e.g. Johnstone 1987, Tannen 1987, Bublitz 1996). Norrick (1987) distinguishes between same-speaker repetition and second-speaker repetition, and discusses various discourse functions that these types of repetition may have. He writes (1987: 245-46): "everyday face-to-face conversation thrives ... on repetition. Conversationalists routinely repeat their own words and phrases ... ; in addition they echo the wording, rhythm, and entire utterances of their interlocutors."

In the context of bilingual speech, lexical cohesion has received very little attention, with the exception of de Rooij (1998) and especially the work of Peter Auer (1984, 1998), who claims that "we need to include consistency of language choice among the factors producing coherence" (1984: 51). In the following I want to discuss the role of lexical cohesion in bilingual conversation.

## 3. Multilingual Conversation

Research on codeswitching has traditionally focussed on speech among members of a bilingual community. The implicit assumption (sometimes made explicit) is that codeswitching is an informal speech style that can only be observed in informal settings, and it is often claimed that the group membership of the researcher is a crucial factor for gathering codeswitching data (e.g. Poplack 1980: 595, Zentella 1997: 7). This is certainly true of the type of bilingual speech that can nearly be treated as a variety of its own, and that has a folk name, such as "Spanglish."

However, the spectrum of bilingual speech encompasses many other kinds of possible data. In describing bilingual communities, we speak of language contact, yet most studies focus on in-group language use and thus play down the element of contact. But language contact is not thinkable without contact between speakers of different languages. If Spanish speakers in New York City only ever

interacted with one another, but not with English speakers, "Spanglish" arguably would not exist. I therefore propose that more attention needs to be paid to interactions between speakers of different languages.

#### **4. Language Contact in Small Claims Court**

Small claims court constitutes an environment where such interactions between speakers of different languages can be readily observed and systematically studied. Compared to other judicial settings, small claims court is a particularly suitable venue for linguistic study because participants are allowed to interact in a relatively unrestricted way.

Conley and O'Barr (1990: 24) describe small claims court as "informal justice", because cases are typically not heard in front of a judge, but by a mediator or arbitrator; the litigants are generally not represented by lawyers; and technical rules of procedure and evidence are "relaxed". Furthermore, in the resolution of cases brought to small claims court, arbitrators and mediators often evoke a notion of compromise between the litigants, rather than solely applying the letter of the law.

The cases brought to small claims court are frequently disputes between customers and businesses, tenants and landlords, or people involved in minor accidents. In New York State, the maximum amount that plaintiffs can sue for is \$3,000. When one of the participants speaks a language other than English, which is frequently the case in New York City, he or she may request a court interpreter.

From the linguistic point of view, such cases then represent interactions between speakers of different languages, which are in a sense mediated by an interpreter. These cases can thus be seen as instances of multilingual conversation, constituting a single multilingual text, in which coherence relations exist between the utterances, whether they are made in the same language or not.

##### *4.1. The Data*

The data on which this analysis is based was audio-tape-recorded with permission at Manhattan Small Claims Court, and consists of three different cases (two arbitration hearings and one mediation hearing) in which at least one of the litigants spoke Spanish. All three cases involved the same court interpreter, and two cases involved the same arbitrator/mediator, himself a Spanish-English bilingual.

The subject of court interpretation has been researched quite extensively in recent decades, especially concerning the use of Spanish in English-speaking courts in the US (Berk-Seligson 1990, De Jongh 1990, De Jongh and Roca 1991), but also in Australia (Hale 1999, 2001). Research by Berk-Seligson and Hale has focused on the impact that interpretation may have on the outcome of a trial, in particular with regard to the altering of speech styles and the omission of discourse markers by interpreters. This research has been conducted in "formal" courts, where speech and language choice are fairly regulated. As anything that is said in a language other than English does not become part of the court record, jurors in American courts are often instructed to ignore statements made in Spanish if they understand them, and once a litigant or witness has asked for an interpreter, he or she may be instructed to refrain from using English as well. As a consequence, the issue of codeswitching in court has received almost no attention at all. In fact, the subject does not arise in Susan Berk-Seligson's (1990) 300-page volume entitled "The Bilingual Courtroom."

However, the reality is that many people who make use of an interpreter in court do have some knowledge of English. In small claims court, the relative informality of the proceedings allows some variation in language choice of all participants involved. In arbitration and mediation hearings in New York State, there is no court record and cases cannot be appealed. The nature of the interaction among litigants, court officials and interpreters is thus characterized primarily by a desire to communicate effectively, not by a need to stick to procedure in order to avoid an appeal.

Nevertheless, most interactions involving an interpreter are at least similar to court interpretation in formal courts. This is shown in (3), where an arbitrator directs a question at a litigant which is translated by an interpreter.

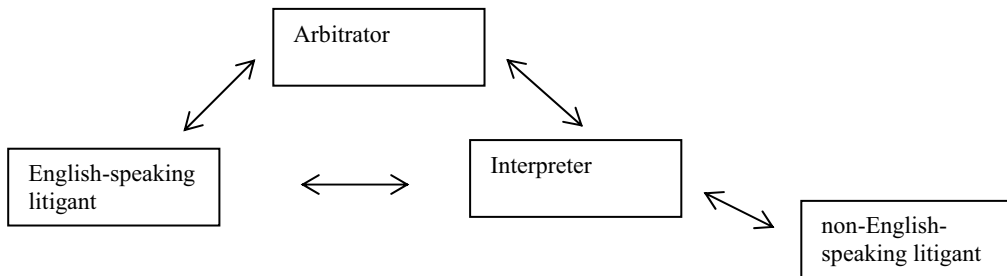
(3)

- 1 Arbitrator: Do ^you .. also provide  
 2 [service- of serve- .. like repairing ] ...  
 3 Interpreter: [¿Y (usted) también pro- da servicio ] de **arreglo** ....  
 4 Arbitrator: or- or **fixing** furnitures?  
 5 Interpreter: **arreglando** (los) muebles?  
 6 Defendant: Yes, also. *Si hay un problema se **arregla**.*  
 7 Interpreter: Yes. If there's a problem, he'll **fix** it.

From the point of view of conversation analysis, we can identify two adjacency pairs, one of which is embedded inside the other. There is a question asked by the arbitrator in lines 1, 2 and 4, and answered by the interpreter in line 7 (but note also defendant's use of English in line 6).<sup>1</sup> The second adjacency pair consists of the question asked by the interpreter in lines 3 and 5, and the defendant's answer in line 6. This is mirrored by lexical cohesion. We find cohesive ties established by repetition between the arbitrator's question and the interpreter's answer (*fixing* in line 4 and *fix* in line 7), as well as between the interpreter's question and the defendant's answer (*arreglo* in 3, *arreglando* in 5, and *arregla* in 6).

Here, language choice serves to distinguish the two adjacency pairs, and in a sense, two separate conversations, one between the arbitrator and the interpreter, and a second one between the interpreter and the Spanish speaking litigant. This conversational structure is illustrated in figure 1.

Figure 1.



The arrows in figure 1 may be interpreted as representing the possible dyads of speaker and interlocutor. However, they also indicate where we find cohesive ties established by lexical repetition. The following examples show such cohesive ties between utterances of a court official and an English-speaking litigant (4), and between utterances of an interpreter and an English-speaking litigant (5).

(4)

- Mediator: Why haven't you chosen  
 [to **go against the prior owner**?  
 Interpreter: [porqué (no escogiste ) contra el ultimo (dueño)  
 Plaintiff: How could I **go against the prior owner**? He did the work=-

(5)

- Interpreter: And he said that ahm-  
 Defendant: ( [ )  
 Interpreter: [that why didn't you ah- bring it ah to the **insurance** ah  
 the house **insurance**,  
 Plaintiff: Why should I claim - on [my **insurance**-  
 Interpreter: [(I- I this is what he is talking)  
 Plaintiff: Why should I claim on my **insurance** for his- negligence.

<sup>1</sup> Note that the interpreter's answer does not constitute a fully appropriate answer to the arbitrator's question due to her choice of third-person reference.

In (3), as the arbitrator addresses the defendant, it could be argued that the defendant's answer in line 6 constitutes the second part of this adjacency pair, especially since he begins his answer in English, by saying *yes, also*. However, note that once the defendant has answered in Spanish, the interaction would seem incomplete without the interpreter's utterance. This expected sequencing (arbitrator asks, interpreter asks, litigant answers, interpreter answers) is such a routine, that an interpreter may try to maintain it, even when there is nothing for him or her to translate, as shown in (6) and (7).

(6)

Arbitrator: How long have you been in the .. furniture business?  
 Interpreter: ¿*Qué tiempo tiene usted el negocio de mueblería?*  
 Defendant: (I work in- ). More- More da- than three years. ...  
 More than [three-- ]  
 Interpreter: [More ] than three years.

(7)

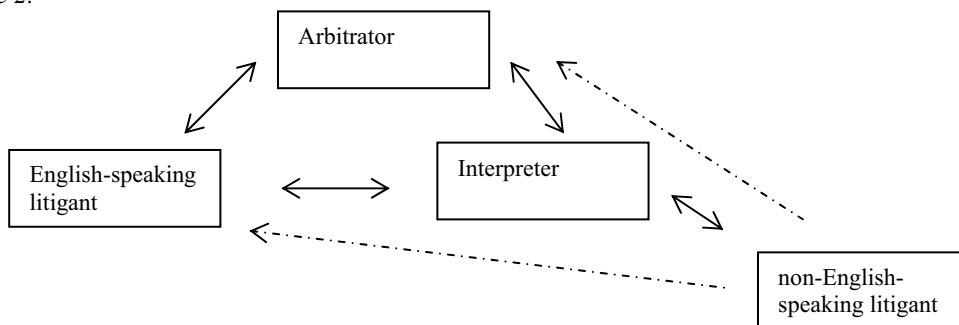
Arbitrator: Hm. .. So you only sell **furniture**? Do you sell any other merchandise?  
 Interpreter: ¿(xx) *usted solamente vende muebles, ninguna otra mercancía?*  
 Defendant: Yeah, **furniture**,  
 Interpreter: Furniture.

Here the defendant chooses to answer in English, and the interpreter simply repeats his answer, in an apparent effort to maintain the participant structure. Apparently there is a sense that the arbitrator's question remains unanswered until the interpreter has answered it. In (7) however, the mere repetition of the word *furniture* does not constitute an appropriate answer to the arbitrator's question. While the arbitrator's question has been answered and the adjacency pair thus appears to be complete, the status of the interpreter's second turn is ambiguous, as it cannot stand alone as an answer. A similar effect is caused by the interpreter's use of third-person reference instead of first-person reference in (3) and (5) above.

In (7) we also find another example of lexical repetition. Here the defendant, in choosing to answer in English, repeats the word *furniture*, which was contained in the arbitrator's question. The defendant's use of the word *furniture* thus establishes a cohesive tie between his utterance and that of the arbitrator.

This is illustrated in figure 2. The cohesive ties established by repeating English words used by the arbitrator or other litigants, enable a Spanish speaking litigant to momentarily "bypass" the interpreter and connect his or her statement directly to those of the other participants. However, the additional arrows in figure 2 are generally unidirectional, as the arbitrator and the English-speaking litigant will not repeat Spanish words spoken by the Spanish-speaking litigant in his/her interaction with the interpreter.

Figure 2.



If we now turn to insertions, we can see that this model applies in the same way. Example (8) below shows three excerpts from the same case, all of which contain the English word *damaged* or *damage*. In line 46, the plaintiff uses the word in his description of the events that led to his claim. A short while later, the defendant reads a section from the warranty issued by his company, which contains the word *damage* in line 74. Finally, in lines 88-91, the defendant explains his interactions with the plaintiff after the event occurred, using the English word *damage* twice, before substituting it with *daño*.

- (8)
- 46 Plaintiff: On July twenty seventh two thousand, three and a half years later, ahm  
 47 this roof leaked badly, water came in and badly **damaged** - one of the  
 48 bedrooms in my- in my house. (0.9)
- ...
- 71 Defendant: ( ) *Está en todos contractos primero lo ponemos en los contractos*  
 72 *(que no las hay) ( ) no estaba ( )*  
 73 *siempre dice acá que ((points to section of contract and reads))*  
 74 Astoria Roofing<sup>2</sup> does not assume any *responsabilidad* to any **damage**  
 75 which may occur (([okur])) to the inside of - the house or its content.
- ...
- 88 Defendant: *(Le dije que (esto) **damage** (los-) se lo reportar al seguro -*  
 89 *de la casa (él dice que no porque) tienen un - (deductivo) muy ↑alto.*  
 90 *(0.8) Pero - (en los- todos) contractos (figura) que no somos responsables*  
 91 *por un **damage**- un daño dentro de la casa o sus contenidos.*

Whatever the speaker's intention may have been, the excerpts show that it is useful to interpret the two insertions of English *damage* into Spanish utterances in light of the preceding uses of the same lexical item. Again we find that lexical repetition serves to establish cohesive ties between separate utterances, either by the same speaker or by different speakers. Furthermore, lines 74-75 illustrate the intertextuality of lexical cohesion, as the word *damage* re-enters the conversation via the quoting of a written document.

The insertion of *damage* in line 91 is also a repetition of the previous insertion in 88. Such repetition of insertions has received some attention in the literature on codeswitching, especially when they are second-speaker repetitions. Zentella (1997: 97) describes this phenomenon as "parallelism," but finds that this is very rare in her data. Auer (1984/1998) describes such cases as "anaphoric insertions" and again states that they are infrequent in his data.

The low frequency of this phenomenon reported by Auer and Zentella may be suspected to be due to a narrow range of turns under consideration. However, recall Halliday and Hasan's claim that lexical cohesion "regularly leaps over a number of sentences," (which can be demonstrated again by repeating the word *bofe*). This appears to be the case in (9), an excerpt from the same mediation hearing. The crucial example here is in line 376, where the defendant inserts the English words *claim* and *insurance* into a Spanish sentence.

- (9)
- 9 Mediator: (2.9) The gentleman here -  
 10 has a **claim** for two thousand seven hundred dollars against (0.8)  
 11 [...] Astoria Roofing [...] And You Mister Leon Cedeño. (1.0) Okay?
- ...
- 31 Mediator: Okay. Mister O'Leary. What is the basis for your **claim**?
- ...
- 88 Defendant: *(Le dije que (esto) **damage** (los-) se lo reportar al seguro -*  
 89 *de la casa (él dice que no porque) tienen un - (deductivo) muy ↑alto.*

<sup>2</sup> All names of individuals or businesses are pseudonyms.

- 90 (0.8) *Pero - (en los- todos) contratos (figura) que no somos responsables*  
 91 *por un damage- un daño dentro de la casa o sus contenidos.*  
 92 Plaintiff: (Can you translate?)  
 93 Interpreter: Ya, he says he's - he's pointing out that fact that it says here-  
 94 he repeated this- that they're not responsible for anything that happens in-  
 95 °inside the house°  
 96 Plaintiff: ((sighs))  
 97 Interpreter: Or its content=  
 98 Plaintiff: =This is not the receipt that I [ got.  
 99 Interpreter: [he said that-  
 100 Plaintiff: That- that is not on the- my receipt.  
 101 Interpreter: And he said that ahm-  
 102 Defendant: ( [ )  
 103 Interpreter: [that why didn't you ah- bring it ah to the **insurance** ah  
 104 the house **insurance**,  
 105 Plaintiff: Why should I **claim** - on [my **insurance**-  
 106 Interpreter: [(I- I this is what he is talking)  
 107 Plaintiff: Why should I **claim** on my **insurance** for his- negligence.  
 ...  
 375 Defendant: ¿Porqué Mister O'Leary (1.0)  
 376 *no - pone el **claim** con el **insurance** de la casa de él?*  
 377 *Él tiene [seguro*  
 378 Interpreter: [Why don't you put the **claim** against [the **insurance** of the house.  
 379 Mediator: [Okay.  
 380 Defendant: >Él tiene seguro<

Prior to their insertion in line 376, the terms *insurance* and *claim* are both used repeatedly, be it by the plaintiff, the interpreter or the mediator. It can be argued that even though the terms had not been used shortly before the insertions, they nevertheless participate in cohesive ties with the previous occurrences, particularly in light of the defendant's use of *reportar al seguro* in line 88.

Examples such as (8) and (9) illustrate that an analysis of insertions benefits from an analysis of the context in which they occur, as I have argued before (Angermeyer 1999). This effect of lexical cohesion on insertional codeswitching appears to be a cross-linguistic phenomenon of multilingual discourse. I found many examples in data gathered in a trilingual (English-German-French-speaking) family in Canada (Angermeyer 1999). In subsequent visits to small claims court, I have also observed it with speakers of Russian and Hebrew. Examples of cohesive insertions can also be found in the literature on codeswitching, even though linguists tend to give only short passages as examples of insertion, and thus frequently omit preceding uses of the same lexical item. In (2) above, an example was given from Myers-Scotton's research on Swahili-English codeswitching. (10) gives a longer excerpt from the same sequence, in which the English word *customer* is used by the same speaker in two English clauses before it is inserted into a Swahili sentence (10).

(10)

*Mpango huu ni the **customer** fills forms and surrenders *kiasi fulani cha pesa**  
 ('The plan is that') ('some amount of money')  
 say like 200 shillings every month for two years.  
 The **customer** can collect it after the expiration of the agreed period.  
*Tuna **customers**, wengi sana kwa mpango huu.*  
 ('We have very many customers in this plan.')

(Swahili/English, Myers-Scotton 1993: 72)

A comparable example, given in (11), can be found in Kulick's (1992) discussion of codeswitching between Taiap (*italics underlined*) and Tok Pisin (*italics*) in the village of Gapun in Papua New Guinea.

(11)

- Sake: *Minjike ana?! nanan minjike ana?!  
(‘Where’s the betel nut?! Where’s my betel nut?!’)*
- Jari: *Mi no save long minjike bilong yu!  
(‘I don’t know about your betel nut!’)*

Kulick (1992: 78)

Example (11) involves a second-speaker repetition of the Taiap term *minjike* ‘betel nut,’ inserted into an utterance that is otherwise in Tok Pisin. As evidenced above in (4) and (5), second-speaker repetition is a frequent phenomenon in argumentative discourse, as is codeswitching (see e.g. Auer 1984, and Angermeyer 1999).

This analysis can shed light on some important observations that have been made about insertions cross-linguistically, as I claim in Angermeyer (to appear). As lexical repetition most commonly involves open-class items (Hoey 1991: 53), we can explain why nouns are “universally ... the most borrowed category” (Myers-Scotton 1993: 164). However, as closed-class items may also participate in lexical cohesion, a cohesion-based analysis can explain why they may occasionally be inserted as well, a fact that has posed a challenge to syntactic models such as Myers-Scotton’s (1993) Matrix Language Frame Model. A second cross-linguistic observation about insertional codeswitching is that, as Muysken (2000: 68) states, “in many cases, code-mixing is asymmetrical, and involves a dominant, base, or matrix language.” Insertion is often a “one-way street” because lexical choice is in part determined by the contexts to which cohesive ties are established. With linguistic minorities, language use in many contexts is restricted to the majority language, but there are generally fewer contexts where language use is restricted to the minority language. It follows that speakers using the minority language will frequently find it necessary to refer to a context restricted to the majority language, while the opposite is less likely to occur. Finally, the controversial distinction between borrowing and codeswitching (Poplack and Meechan 1998) can be regarded as secondary if words are no longer defined in relation to the lexicon of a given language (i.e. following a monolingual perspective), but are defined instead by the cohesive ties in which they participate (i.e. representing the reality of bilingual speech).

#### 4.2. Codeswitching and Court Interpretation

As noted, codeswitching has received little attention by people working on court interpretation. De Jongh and Roca (1991: 352-3) form an exception when they write “*code-switching ... presents a problem for all concerned, particularly for the interpreter and the court reporter. When faced with this situation, the interpreter is told only to interpret what is said in Spanish; in most instances, the presiding judicial officer instructs the speaker whose testimony is being interpreted to speak only in Spanish in order to avoid the obvious confusion that code-switching can create.*” Here, codeswitching is seen only as a problem, and the discourse functions that it may have are ignored. Consequently, interpreters generally have a negative attitude to codeswitching and to non-native use of English in general. The Spanish interpreter who participated in three hearings under discussion stated in an interview that she dislikes codeswitching and asks Spanish speakers to refrain from it. On subsequent visits to Small Claims Court, I have on occasion observed that interpreters may ask litigants not to speak English, even if the other participants show no sign of not being able to understand their non-native English.

The use of insertions as in (8) and (9) however tends not to provoke comments, perhaps because its discourse function is intuitively transparent, even if insertions violate notions of proper language use. Second-speaker repetition in particular has been shown to occur frequently when a speaker concurs with a previous statement, but also in contradictions or corrections (Norrick 1987, Angermeyer, to appear). It is therefore to be expected that insertion of this kind should occur frequently in court proceedings that involve accusations and contradictions.

Finally, it is interesting to observe the interplay between insertional codeswitching and interpretation. The code-switched utterance in (9), repeated in (12) already provides the interpreter with part of the translation. Compare the relative accuracy of the interpreter’s translation in line 378 to

her translation of lines 88-89, repeated in (13), which is significantly delayed, interrupted by many hedges, and relatively inaccurate.

(12)

- 375 Defendant: *¿Porqué Mister O'Leary (1.0)*  
 376 *no - pone el **claim** con el **insurance** de la casa de él?*  
 377 *Él tiene* [seguro  
 378 Interpreter: [Why don't you put the **claim** against [the **insurance** of the house.

(13)

- 88 Defendant: *(Le dije) que (esto) damage (los-) se lo reportar al seguro -*  
 89 *de la casa [...]*  
 ('I told him to report this damage to the home insurance')

...

- 101 Interpreter: And he said that ahm-  
 102 Defendant: ( [ )  
 103 Interpreter: [that why didn't you ah- bring it ah to the **insurance** ah  
 104 the house **insurance**,

These examples suggest the possibility that insertions may trigger a more precise translation (but the insertion of *damage* in line 88 doesn't have this effect). It has to be noted that the interpreter's hesitation in (13) is also due to the ambiguity of her role in this particular mediation session, which is presided by a mediator who is himself a Spanish-English bilingual. As the defendant addresses the mediator in lines 88-89, the interpreter apparently feels no need to translate the statement into English, and only does so once she is prompted by the plaintiff, who does not understand Spanish. This situation results in pragmatic ambiguity, as the addressee of the translation is not the same as the addressee of the Spanish utterances. This is also evident in the interpreter's choice of *you* instead of third person reference in (12).

In any case, the litigant's choice of insertions in (12) cannot be said to have an adverse affect on the interpreter's translation. In view of the discourse functions of cohesive insertions, a more positive assessment of such codeswitching by interpreters is perhaps warranted. On the other hand, codeswitching between utterances calls the role of the interpreter into question. In the data under analysis, this leads either to pragmatically inappropriate statements, as in (7), or to the use of third-person reference instead of first-person reference, as in (3). Both phenomena may be taken as indications that the interpreter is disoriented by such intersentential codeswitching.<sup>3</sup>

## 5. Conclusion

This analysis has shown that lexical cohesion has to be regarded as an important factor determining lexical choice in bilingual speech. Speakers use insertions in an attempt to establish cohesive ties to utterances that they or others have made previously in the course of a bilingual conversation.

With regard to court interpretation, the data suggests that insertional codeswitching may trigger a more accurate translation by interpreters, giving non-English litigants more control of the rendering of their statements. Combined with the demonstrated discourse functions of cohesive insertions, the analysis provides support for a more positive assessment of insertional codeswitching in settings such as court proceedings, where such non-standard language use is otherwise not viewed favorably. However, the analysis also suggests that interpreters may be disoriented by intersentential codeswitching. Further research is needed in order to fully understand the role codeswitching plays in multilingual court hearings.

<sup>3</sup> Berk-Seligson (1990: 65) interprets such reference-switching as "attention-drawing behavior" by court interpreters.

## Appendix: Transcription Conventions

English, *Spanish*

<b>bold</b>	Lexical item participating in cohesive tie.
[ ]	
[ ]	Overlapping utterances
=	No interval between utterances
(1.0)	Timed interval between utterances, 1.0 seconds.
-	Short untimed pause
> <	Quicker speech
◦ ◦	Quieter speech
^	Emphasis
↑	Rising intonation
↓	Falling intonation
( )	Transcriptionist doubt

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