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Studies in Legal Language and Communication

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Contrastive Parametric Study of Legal Terminology in Polish and English

Aleksandra Matulewska

Wydawnictwo Naukowe CONTACT
Poznań 2017

Contents

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At the same time I would like to apologize for any remaining inaccuracies which readers may find in this book as I am alone responsible for them.

Abbreviations

CPR	Civil Procedure Rules
Eng.	English
Gs	general statement
Hy.	Hypothesis
L_i	source language
lit.	literal translation
L_j	target language
LSP	language for special purposes
M	meaning
Po	postulate
Pol.	Polish
SL	source language
SLOT	source-language oriented
TL	target language
TLOT	target-language oriented

0. Introduction

0.1. Purpose, scope of research

The work presents the process of verification/falsification of a tentative theory of legal translation presented by Bańczerowski & Matulewska (2012) and Matulewska (2013). In order to verify or falsify the parametric theory in question it has been tested on six language pairs that is to say Polish-Chinese, Polish-English, Polish-Greek, Polish-Hungarian, Polish-Spanish and finally Polish-Swedish. The results of the research for Polish-English pair have been presented in that volume. The results of research for other language pairs will be published in separate volumes. However, some preliminary findings will be outlined in the introductory part.

The languages under scrutiny are official ones in countries having different legal systems. Greece, Hungary, Poland, Spain and Sweden belong to the so-called civil law countries. It should be stressed here that Hungary and Poland are post-communist countries. Thus, a research hypothesis may be put forward here that the differences between Polish and Hungarian legal institutions are relatively insignificant in comparison with other countries due to similar development of legal systems. Sweden represents the Nordic model of civil law tradition. Greece belongs to civil law countries whereas Cyprus is a country with a hybrid legal system affected by both civil law and common law traditions. Next, the UK represents common law countries (Fafinsky & Finch 2007). In turn, mainland China (the People's Republic of China) belongs to Asian communist countries (together with the Democratic People's Republic of Korea and the Socialist Republic of Vietnam).

The process of verification / falsification has been carried out by excerpting terms from the Polish Civil Code and the Code of Civil Procedure mostly (however if need occurred legislation from other branches of law was investigated) and then finding potential equivalents in six above-listed languages. The obtained results are illustrated with the practical implementation of the theory.

An indispensable component of the theory proposed here for consideration is the parametrization of translational reality. In order to characterize legal translation reality and translational objects and relations functioning in such reality relevant dimensions (also called parameters) are used. The dimensions specify a space for an examination of the translation reality. They also ensure a systematic examination of the translation reality and processes taking place in that reality. Therefore, the list of all potential dimensions has been proposed and elaborated for the Polish corpus and next the hierarchy of dimensions most relevant for the analysed language pairs has been obtained in the course of research. The dimensions relevant for the analysis of the Polish legal language but irrelevant for the translational purposes have been eliminated and the description of the results has been based on the relevant parameters for given language pairs. Consequently, the results for particularistic legilinguistic translatology (that is to say applicable to one pair of languages) have been described. In the course of research six such language pairs (that is to say Polish-Chinese, Polish-English, Polish-Modern Greek, Polish-Hungarian, Polish-Spanish, Polish-Swedish[1]) were distinguished and analysed respectively. Having obtained the results for six language pairs, by comparison the conclusions for general legilinguistic translatology have been formulated and the recommendations for future research have been put forward.

Firstly, the research methods are briefly described, which include the parametric approach to legal translation encompassing:

(i) the comparison of parallel texts,
(ii) the analysis of comparable texts,
(iii) the method of describing the legal linguistic reality by means of axiomatic theories, and finally
(iv) the hypothetical-deductive method.

Secondly, the scope of the research and research corpus are characterised. Thirdly, the theoretical foundations are touched upon. However, as the theory has been elaborated on in Bańczerowski & Matulewska (2012) and later significantly developed in Matulewska (2013), only the outline of the theory necessary for the understanding of the process of parametrization will be provided here. Finally, the verification/falsification procedure is dealt with.

[1] The pairs of languages have been listed in the order in which the results for those pairs have been published in separate volumes of the series.

The aim of the research was to verify or falsify a tentative theory of legal translation presented by Matulewska (2013). The author has proposed a theory of legal translation. Formally advanced theories have to clearly distinguish the following components:

(i) the terminological,
(ii) the propositional,
(iii) the explanatory and
(iv) the confirmative component.

As the theoretical foundations have already been described in detail in Matulewska (2013), only the essential components of the approach will be provided here as the aim of the book is to provide some insight into and test the possibility of its application to terminology comparison for various language pairs. In other words, the aim of the research is to test the theory proposed in 2013 in order to verify or falsify it by extensively broadening the scope of research material.

The work strives to present in fact a new paradigm of inquiry into theoretical and practical legal translation. The theoretical and practical issues elaborated on in that volume are illustrated with examples from English and Polish legal languages. As this is a new approach in legal translation studies, time will tell whether it will be positively received by readers.

0.2. Research methods

The research methods comprise:

(i) the analysis of comparable and parallel texts (cf. Neubert 1996; Delisle et al. 1999; Lewandowska-Tomaszczyk 2005; Biel 2009; Roald & Whittaker 2010),
(ii) the method of axiomatization of legal linguistic reality (Batóg 1967; Bańczerowski & Matulewska 2012; Matulewska 2013),
(iii) the terminological analysis of research material and verification / falsification of postulates and their consequences (empirical observation of legilinguistic reality),
(iv) the concept of adjusting the target text (also called translative text) to the communicative needs and requirements of the community of recipients (cf. Vermeer 1978, 1983, 2001; Šarčević 2000; Kierzkowska 2002; Matulewska 2013, 2017b),

(v) the techniques of providing concrete equivalents for non-equivalent or partially equivalent terminology (Vinay & Darbelnet 1966; Newmark 1982, 1988, 1991; Kierzkowska 2002; Matulewska & Nowak 2006; Matulewska 2007),
(vi) the corpus linguistics method (Biel 2010, 2014),
(vii) the theory of communicative communities (Zabrocki 1963; Bańczerowski 2001, right now frequently referred to as discourse communities cf. Porter 1992; Swales 1990),
(viii) the analysis of pertinent literature,
(ix) the explanatory methods in linguistic studies (Bogusławski 1986) and finally
(x) the hypothetical-deductive method (Hempel and Oppenheim 1948; Bańczerowski 1989).

The analysis of comparable texts is understood here as the analysis of texts of the same genre in two languages for the purpose of establishing text-pragmatic equivalence (cf. Roald and Whittaker 2010, p. 95ff). In pertinent literature such texts are called 'comparable texts'. The term has been introduced in corpus linguistic studies to precisely refer to original texts of a given genre and to differentiate such texts from the so-called 'parallel texts' which are texts of various language versions of the same instrument (cf. Šarčević 2000, p. 21; Lewandowska-Tomaszczyk (ed.) 2005; Biel 2010, 2013). In pertinent literature 'comparable texts' are still sometimes called 'parallel texts' (e.g. by Neubert 1996; Delisle et al. 1999; Kubacki 2012, 2013). Thus, here, accepting the need to differentiate parallel and comparable text, the term comparable text will be used in reference to 'a text that represents the same text type as the source text' (Delisle et al. 1999, 166) or

> a text that treats the same or a closely related topic in the same subject field and that serves as a source for the <*mots justes*> and <terms> that should ideally be incorporated into the <target text> to ensure collocational <cohesion>. (Delisle et al. 1999, 166)

The value of such texts is based on the fact that they:

> are texts produced by users of different languages under near-identical communicative conditions. [...] Parallel text files [...] are part and parcel of the material and mental equipment of the competent translator. This equipment is a vast database storing enormous experience. It is the key to an extensive knowledge of how texts are structured in the (text) world of different (communicative) cultures. (Neubert 1996, 101)

Therefore, the analysis of comparable texts helps establish equivalents at the level of terms, collocations and grammatical structures (more on approaches to such texts in translation in Kubacki 2012, 2013).

The method of making the legal linguistic reality axiomatic comprises establishing the list of primitive terms, which are used to define other terms and all of them are used in the formulation of laws and their consequences (hereinafter called postulates) of the theory. The method diverges to some extent from strict axiomatization due to the nature and complexity of translation and especially legal translation, which is extremely interdisciplinary. The components of the hypothetical-deductive method are used to illustrate the reasoning and to check whether the observations of the reality, which is described by the proposed theory, are subject to falsification (Hempel and Oppenheim, 1948). If a theory may not be falsified then it is confirmed to be true. Moreover, the explanation scheme has been presented to illustrate the decision-making process of establishing sufficient equivalents.

The corpus linguistics method has been used for the selection of legal terminology in question. The author has resorted to the Antconc software to select legal terminology from two Polish codes that is to say the Polish Civil Code of 1964 of 23 April 1964 [Ustawa Kodeks Cywilny z dnia 23 kwietnia 1964 r.] and the Polish Civil Procedure Code of 1964 of 17 November 1964 [Ustawa Kodeks Postępowania Cywilnego z dnia 17 listopada 1964 r.].

The project has theoretical and experimental character and aims at gaining new knowledge about parametrization of legilinguistic translatology in the scope of civil law and civil procedure in Chinese, English, Greek, Hungarian, Polish, Spanish and Swedish. Providing such knowledge is a necessity considering increasing scientific interest in legal translation and the lack of a precise parametric model of legilinguistic translatology in existing studies, especially in the scope of civil law and civil procedure in the enumerated languages. Neither in Poland nor in Europe has a monograph been published within legilinguistic translatology that would be a complex theoretical, experimentally supported study for such a broad spectrum of languages. All existing publications have fragmentary or primarily practical character. The results of the project do not have to have immediate practical applications, however a secondary effect that will be achieved will be a wide spectrum of compared legal terminology. Such a study is needed due to increasing international contacts which are based on intercultural, intersystemic, and interlingual linguistic communication.

In such circumstances, providing precise terminological equivalents is a necessary condition for ensuring an effective realisation of interlanguage communication acts.

The parametrization will be achieved by associating properties from translationally relevant dimensions to the objects under scrutiny. Each group of dimensions comprised of a number of dimensions and each dimension consists of comparable but mutually exclusive properties. Distinguishing components of linguistic structures in connection with their semantic and pragmatic features on one hand, and comparison of their legal meanings within different legal systems and cultures on the other, will result in determining fully and partially equivalent terms in Chinese, English, Greek, Hungarian, Polish, Spanish and Swedish in the scope of civil law and civil procedure. Moreover, the research has encompassed a unique combination of languages of lesser and greater diffusion.

0.3. Research material

The research has been carried out since 2007 for the Polish-English pair. The analysed corpus for Polish-English pair is comprised of legislation in Polish, British English and American English. Apart from that EU legislation and sometimes legislation of other English-speaking countries was researched into. The investigated branch of law is broadly understood as civil law that is to say: property law, family law, intellectual property law, insolvency law and law of obligations. The detailed list of statutory instruments in the Polish and English languages may be found in references under the heading: sources.

In this volume the author will limit herself to presenting the outline of the theory and the results obtained in the course of analysing the corpus for the Polish-English language pair. Despite the fact that the research has been carried out mostly on the material of substantive and procedural civil law terminology, it is considered sufficiently representative (at least 2400 source language terms have been compared with their potential equivalents for each language pair) for the purpose of illustrating the application of the theory presented here. Such terminological base is considered statistically relevant.

0.4. Structure of the series of books

The series presents the results of the research into the parametrization of terminology for 6 language pairs (Polish-Chinese, Polish-English, Polish-Hungarian, Polish-Modern Greek, Polish-Spanish, Polish-Swedish) and it is composed of seven volumes (numbered as volumes 5-11 of the series titled Dissertationes Legilinguisticae and hereinafter referred to under the numbers they have in that series).

The subsequent volumes are respectively devoted to:

(1) Polish-English legilinguistic translatology – volume 5 (the first one presenting the research results) titled: "Contrastive Parametric Study of Legal Terminology in Polish and English" (Matulewska 2017);

(2) Polish-Hungarian legilinguistic translatology – volume 6 (the second one presenting the research results) titled: "Investigating Equivalents in Polish-Hungarian Translation Contrastive Parametric Study of Legal Terminology" (Kaczmarek 2017);

(3) Polish-Spanish legilinguistic translatology – volume 7 (the third one) titled: "Polish-Spanish Legal Translation: A Parametric Approach") (Nowak-Michalska 2017);

(4) Polish-Swedish legilinguistic translatology – volume 8 (the fourth one) titled: "Polish-Swedish Translation: A Parametric Approach to Comparison of Legal Terminology (Hadryan 2017)";

(5) Polish-Chinese legilinguistic translatology – volume 9 (the fifth one) titled: "Contrastive Parametric Study of Legal Terminology in Polish and English Application of Parametric Approach to Comparison of Legal Terminology between Polish and Chinese for Translation Purpose" (Grzybek and Fu 2017);

(6) Polish-Modern Greek legilinguistic translatology – volume 10 (the sixth one) titled: "In Search of Equivalents in Legal Translation: A Parametric Approach to the Comparison of Legal Terminology in Polish and Greek" (Gortych-Michalak 2017);

(7) results in the scope of general legilinguistic translatology – volume 11 (the seventh one) titled: "Methodology for Interlingual Comparison of Legal Terminology. Towards General Legilinguistic Translatology" (Kozanecka, Matulewska and Trzaskawka 2017).

All volumes are amply illustrated with examples. Volumes 5-10 contain the analysis of semantic relations binding the selected pairs of languages as well as the results of the research into the translation algorithm and its sufficiency for the purpose of finding equivalents for legal terms for discussed language pairs.

The last 11th volume is devoted to general legilinguistic translatology and the findings obtained in the course of research for all language pairs under scrutiny. It also contains recommendations for future research.

Volume 5 (the first one presenting the research results) is contained of two parts. Part one, composed of Chapter 1 and 2, is devoted to the presentation of a brief outline of theoretical principles already described in more detail in Bańczerowski & Matulewska (2012) and Matulewska (2013) and the stages of the research. Chapters 3-7 discuss semantic relations of synonymy, polysemy, hyponymy as well as general clauses, euphemisms and metaphors. Chapter 8 provides some insight into the problem of relativization of translation in legal settings. Chapter 9 deals with the translation algorithm and its sufficiency for the purpose of finding equivalents for legal terms. The last chapter contains the hierarchy of most relevant dimensions for the analysed pair of languages.

PART I
THEORETICAL BACKGROUND

Chapter 1. Parametric Approach in Brief

1.1. Introductory Remarks on Translatology

As it has already been mentioned, the research is intended to present a parametric approach to legilinguistic translatology and to illustrate the application of the theory in practice while establishing equivalents (also called significators here) at the terminological level. The foundations of the theory have been discussed in Bańczerowski and Matulewska (2012, 1225-1261) and Matulewska (2013). This work strives to illustrate the application of the proposed theory in particular for finding sufficient equivalents at the level of terminology.

The author acknowledges that the theory proposed here is founded on well-established general translation theories including Catford's conditional translation rules (1965), Levy's game-theoretical approach (Levý 1967, 1969) as well as the contributions of Jakobson (1959/1966, 2009), Holmes (1975), Pym (2010), Vermeer (1978, 1983), Nord (2005) and many others. As far as legal translation is concerned it profits from Šarčević (2000), Kierzkowska (2002, 2011), Cao (2007), Jopek-Bosicka (2006, 2010) and others. One cannot neglect the achievements in the field of legilinguistics of Mattila (2006, 2013) as well as Galdia (2009, 2014, 2017).

As far as the contribution of Vermeer is concerned it is assumed that

> "The aim of any translational action, and the mode in which it is to be realized, are negotiated with the client who commissions the action. A precise specification of aim and mode is essential for the translator. – This is of course analogously true of translation proper: *skopos* and mode of realization must be

adequately defined if the text-translator is to fulfill his task successfully" (Vermeer 2001: 221).

Additionally, the communicative needs of translation recipients in a specific communicative situation must be met in order to make the process of interlingual communication sufficiently effective.

Šarčević (2000, 238-239), distinguishes: near equivalence, partial equivalence and non-equivalence and states that near equivalence is observed:

> [...] when concepts A and B share all of their essential and most of their accidental characteristics (intersection) or when concept A contains all of the characteristics concept B, and concept B all of the essential and most of the accidental characteristics of concept A (inclusion) [...]. In the majority of cases functional equivalents are only partially equivalent. Partial equivalence occurs when concepts A and B share most of their essential and some of their accidental characteristics (intersection) or when concept A contains all of the characteristics of concept B but concept B only most of the essential and some of the accidental characteristics of concept A (inclusion). [...] If only a few or none of the essential features of concepts A and B coincide (intersection) or if concept A contains all of the characteristics of concept B but concept B only a few or none of the essential features of concept A (inclusion), then the functional equivalent can no longer be considered acceptable. In such cases, one speaks of non-equivalence. Furthermore, non-equivalence also occurs in cases where there is no functional equivalent in the target legal system for a particular source concept. In such cases one speaks of exclusion.

The division into near, partial and non-equivalence proposed by Šarčević (2000, 238-239) will be used in the work.

What is more, as the work takes into account various communicative needs of translation recipients the division into close, distant and self-determined recipients introduced by Kierzkowska (2002) will be applied here.

> "Kierzkowska (2002: 88) in her model specifies three types of recipients:
> (i) close recipients who know or want to know the source-language culture (e.g. business people, lawyers, translators, interpreters),
> (ii) distant recipients who do not know or want to know the source-language culture (e.g. tourists), and
> (iii) self-determined recipients who use their own terminology.
> In the above-mentioned example, the German minority living in Poland would belong to the first group of recipients, namely, close recipients as they would be interested in how the Constitution of the Republic of Poland affects their lives. However, the English translation would rather serve informative purposes as there is no English-speaking minority in Poland which would be

affected by the Polish Constitution. Self-determined recipients are usually institutions, e.g. the European Union, imposing their own terminology, which is to be applied by the translator." (Matulewska 2013, 43).

It should be remembered however, that the division into three types of recipients is a simplification of legal linguistic reality (which may also be called legilingual reality) and in fact there are many more types of communities of translation recipients. Nevertheless, the division by Kierzkowska (2002) is deemed sufficient to illustrate translational problems and the need to relativize communication in legal settings.

1.2. Legilinguistic Translatology[2]

Translatology is a class of translational theories – that is to say theories oriented towards the translational reality. Translatology is divided into general and particularistic ones with the former having a universal character and being applicable to any pair of languages and any type of translation and the latter being limited to a specific pair of languages and a particular field. Therefore, the theory of legal translation (or legilinguistic translatology) belongs to particularistic translatology as far as its topic is concerned. Translatology may also be divided into theoretical legilinguistic translatology consisting of four components:

(i) terminological (composed of primitive and defined terms) containing a conceptual content of the theory,
(ii) propositional which may also be called a postulative component containing a propositional content of the theory that is to say postulates and their consequences,
(iii) explanatory (explanation schemes),
(iv) confirmatory (verification of a theory on the basis of corpus-based analysis) and practical legilinguistic translatology consisting of translational directives (informing how to proceed in given translational situations to render an effective and efficient translation).

[2] This part of the book contains some grounds already levelled in the paper by Bańczerowski/Matulewska (2012) which, have been extended significantly in Matulewska (2013).

This work shall be mainly focused confirmatory component with some reference to the propositional and explanatory ones. The purpose of the terminological component is to ensure conceptual precision, formulate laws (postulates) and dimensions (which are sets of properties of legal reality objects and relations) used to characterise legal texts and their component parts for the purpose of approximating relevant pragmatic meanings and choosing sufficient translative equivalents for a selected legal communicative community of translation recipients. The term sufficient equivalence is used due to the fact that 1:1 equivalence is hardly achievable in legal translation, which has been indicated by numerous researchers (cf. Šarčević 2000; Cao 2007; Jopek-Bosicka 2010). Therefore the term sufficient equivalence refers to such pairs of source and target language translational units, which are not the same as far as their meanings are concerned but the meanings of which are similar to such an extent that it is possible to consider them equivalent in a specific translational situation for a specific group of translation recipients. The explanatory component, on the other hand, serves to illustrate the reasoning employed and the application of the theory proposed here in practice.

The aim of each theory is to describe and explain reality, so consequently the aim of legilinguistic translatology is to describe legal translation reality (legal translation practice). This reality is composed of the following objects:

(i) translandive (source) and translative (target) texts,
(ii) translators of legal texts,
(iii) authors of translandive texts and
(iv) recipients of translative texts. (cf. Bańczerowski and Matulewska 2012; Matulewska 2013, 2017b).

Any theory is a description of some reality. As Bańczerowski (1996, 14) claims

> "A linguist wanting to construct a general theory of language attempts to identify the fundamental entities shared by all languages, and the relevant properties of these entities. [...] Each linguist is exposed directly solely to a small fragment of the language universe [...]. Thus, it seems that there is no other way for linguists but to relay upon their own language experience, linguistic knowledge, and intuition, although none of them is completely reliable reality."

Therefore, legilinguistic translatology is based on the observation of legilinguistic translational reality. This corresponding reality is composed of objects (entities) and relations binding them. Talking about translation we may enumerate the following main human objects: the author of the text, the commissioner who orders the translation, the translator and the recipient of the translated text (target text). There may be some additional objects such as a consultant helping the translator solve some translational problems, as well as a reviser, reviewer and proofreader.

Non-human objects of the translation reality include: the source text (also called in this work translandive text), the target text (also called in this work translative text), the tools used by the translator (computer, software, dictionaries, the Internet, etc.).

The source and target texts are also composed of some objects of translational reality, that is to say they have their structure which is a conglomerate of various legal reality objects. If we analyze the objects from the perspective of the text structure we may distinguish the following objects:

of text microstructure (subsentential objects):

1. terms,
2. collocations,
3. other syntagms,

of text mezostructure (sentential objects):

4. sentences

of text macrostructure

5. sets of sentences (suprasentential units, subtexts of various types) which form text units having special, unique features (e.g. contractual clauses, legislation provisions, legal norms)
6. a whole text composed of such units

of superstructure (supratextual factors affecting the meaning of a text)

7. a text embedded in a chain of legal texts of a given legal system and which is culture- and system-bound.

Each theory resorts to linguistic signs to express itself. Such signs may be divided into primitive and defined terms. Primitive terms are indefinable terms of a theory. Nevertheless, their meaning must be grasped intuitively. Defined terms, on the other hand, are terms for

which a definition may be provided in primitive and defined terms. The list of primitive terms is provided in appendix no. 1 as they have already been described in more detail (cf. Bańczerowski & Matulewska 2012, Matulewska 2013) they will not be repeated here *in extenso*. Those terms are used in the formulation of postulates which can be conceived of as "the laws of the proposed theory and their consequences" (Matulewska 2013). Postulates reflect some aspects of the propositional content of a theory.

> "In general, postulates may be divided into two main groups, namely: (i) general translatological postulates and (ii) particular translatological postulates applicable to legilinguistic translatology only. Apart from that we may distinguish postulates referring to specific objects or aspects of translational reality." (Matulewska 2013, 78).

The list of all postulates discussed in the book and already presented in previous publications (cf. Bańczerowski & Matulewska 2012; Matulewska 2013) is provided in appendix no. 2 in topic-related order. However, they will be reminded when a law or its consequence is discussed, thus their order in the book will be different. Additionally, there will be some new postulates introduced for each language pair that is to say particularistic legilinguistic theory postulates.

1.3. Introductory Remarks on Dimensions

The dimensions discussed here have been created for the terminology extracted from the Polish Civil Code and the Polish Code of Civil Procedure and when need occurred from other legal acts. The aim of those dimensions is to enable the comparison of terms having similar meanings in order to reveal similarities and differences. Next, the dimensions were used to select closest target-language oriented (TLOT) equivalents for those terms in English. Finally, tests have been carried out to find out which dimensions are relevant, that is to say needed to select a sufficient equivalent in a situation when the set of possible equivalents is composed of more than one term. The idea has been to find the dimensions which enable to reveal pertinent differences in the fewest number of steps. That is why the term 'relevant dimensions' refers to the dimensions which are essential from the communicative

perspective of message senders and recipients that is to say that have impact on the communication process in legal settings. In order to establish a hierarchy of dimensions and calculate the distance between the source text term and its potential target text equivalent the semantic relations binding terms have to be taken into account. In particular the following semantic relations were scrutinized: synonymy and quasi-synonymy, polysemy as well as hyponymy. Apart from those relations the phenomena of metaphors, euphemisms and terms with the so-called flexible meanings or general clauses have been scrutinized briefly.

1.4. Research Hypotheses

The following research hypotheses have been put forward:

Hy. 1. the theory application is too time-consuming for translators working to a deadline to be applied on a daily basis;

Hy. 2. the parametrization of legal translation is useful in terminology comparison for the purpose of preparing legal dictionaries and lexicons;

Hy. 3. the electronic tool should be prepared to compare terminology. Such a tool would enable to compare terminology in an unlimited number of languages;

Hy. 4. the parametrization serves a systematic terminology comparison and thus it is objective;

Hy. 5. in the majority of cases the same dimensions are relevant for various language pairs;

Hy. 6. the target text (translative text) must be adjusted to sufficient extent to the communicative needs of legal translation recipient, his or her knowledge and perception possibilities. In the event of not adjusting the message to such needs, communication distortions may occur and human rights are not fully observed. Some of those distortions may be critical for the effectiveness of communication and they may result in undesired legal consequences.

The hypotheses 1-6 have been verified to a large extent.

1.5. Initial Dimensions

In Matulewska (2013) five categories of dimensions were distinguished that is to say:
(i) source-text author,
(ii) translandum, translatum, and text component parts,
(iii) commission and commissioner,
(iv) translator, and
(v) communicative community (Matulewska 2013, 107).

In this research the group of dimensions enabling to characterize the (i) commission and commissioner and (ii) the translator were not taken into account. It has been assumed that the translator is a professional and there are no time limits for the translation rendering. Thus and ideal translator and an ideal translational situation have been the starting point for the research. Furthermore, the ideal commissioner supplying the needed information to the translator has been taken as a model for the research as well. It is due to the fact that the aim of the research has been the comparison of terminology for the purpose of testing the theory rather than the rendering the translation. Apart from that, the researchers are practicing legal translators and theoreticians investigating legal language and legal translation. The dimensions referring to the communicative community of recipients have been taken into account to some extent only.

As far as the author of the source text is concerned the selected research material was limited to legislation thus the author was the legislator (in the vast majority of cases), having professional knowledge, and the knowledge how to communicate the legal issues the norms provided in the Polish Regulation on Principles of Legislative Technique [Zasady Techniki Prawodawczej] have been taken into account. At the same time it has to be assumed that the author of the source text has not been aware of the science of translation (Matulewska 2013, 108). It is a direct result of the fact that the Polish legislator drafts legal acts in the Polish language and there are no official, authoritative translations into other languages provided. All translations, which are usually commercially prepared for various publishing houses, serve only informative purposes. Moreover, when analysing the translandum (source text), translatum (target text), and text component parts the following dimensions have been discussed:
(i) the communicative situation,
(ii) the text delivery form and quality,

(iii) the text force/legal effect,
(iv) the text purpose/function,
(v) the time of text creation,
(vi) the text language variety and variation,
(vii) the lect (language) of the text,
(viii) the legal system in which the source text is embedded,
(ix) the branch of law to which the text refers, and
(x) the text genre (Matulewska 2013, 111-112).

The dimensions are established as a uniform reference system for comparison of legal terms. In fact, in translational practice translators take recourse to intuitive dimensions and carry out the process of comparison with respect to those dimensions intuitively. However, the research cannot be based only on intuition, thus the application of an objective research methodology is a necessity. In order to parametrize legal translation reality we need to establish a set of relevant dimensions. Such dimensions must be sets of homogenous properties as otherwise it will not be possible to compare the objects objectively. Therefore, each object of the translational reality may take on one and only one property from a given dimension. The process of parametrization may take into account various fragments of the reality and various component parts of objects of such reality. Thus, parametrization involves taking into account referential, pragmatic and intralingual meanings. Though, the hierarchy of meanings must be established in order to make the process of comparison effective and enable the choice of most communicatively effective pairs of equivalents.

What is more, groups of dimensions have been elaborated in order to parametrise and consequently juxtapose legal terminology extracted from the Polish Civil Code and the Polish Civil Procedure Code.

1.6. Concluding Remarks

It should be stressed here that the research assumption was that the Polish language in the majority of cases has been the source (translandive) language, and other languages under scrutiny were the

target (translative) languages. That is why the initial list of dimensions focused on the civil law system (the legal system of the continental Europe). In the process of elaborating the hierarchy of dimensions, the task of the researchers was to eliminate dimensions irrelevant from the perspective of particularistic legilinguistic translatology and provide a list of the most relevant ones and finally to elaborate the hierarchy of dimensions starting with the most relevant ones for a given pair of languages (that is to say dimensions which most frequently enable to select a sufficient translational equivalent) and eliminate the irrelevant ones (such dimensions which characterize only source language terms with respect to accidental features irrelevant for the purpose of interlingual communication in legal settings). In the course of the research for some language pairs the assumption remained unchanged but for some e.g. the Polish-English one, the English language was tested as the source language as well.

Chapter 2. Description of research step-by-step

2.1. Introductory Remarks on Translatology

As already mentioned the aim of the research was to verify or falsify the tentative parametric theory of legilinguistic translation. In order to achieve that aim the following steps of research have been carried out:

1. the extraction of key terminology,
2. the selection of the list of terminology from the Polish Civil Code (substantive law corpus) and Code of Civil Procedure (procedural law corpus) for the purpose of parametrization,
3. the determination of meanings of Polish terminology under scrutiny,
4. the creation of preliminary dimensions for the purpose of parametrization of Polish legal terminology for the substantive civil law corpus,
5. the creation of preliminary dimensions for the purpose of parametrization of Polish legal terminology for the procedural civil law corpus,
6. the parametrization of Polish terminology (by associating properties a given term takes on from a given dimension),
7. the selection of about 2400 terms (out of the total of 4180 terms) from the Polish Civil Code and Code of Civil Procedure for the purpose of establishing sets of potential equivalents,
8. the analysis of selected source and target language terminology with respect to dimensions specific for the Polish substantive and procedural civil law,
9. the selection and if need be the creation of equivalents in the process of testing translational algorithm,
10. the analysis of intralingual and interlingual semantic relations,
11. the establishment of the hierarchy of relevant dimensions for a given language pair,
12. the formulation of final conclusions and translational postulates and directives, and
13. the establishment of the final hierarchy of dimensions for 6 language pairs.

Firstly the terminology from the Polish Civil Code and Code of Civil Procedure was extracted with the help of corpus linguistics software that is to say Antconc, and later Wordsmith Tools. The list of terminology considered to belong to the legal lect has been selected for further analysis. Next the software was used to find multi-word terms and collocations with initially selected one-word core terms. Finally about 4180 terms overall have been selected for further analysis.

The terms have been divided into topic-related groups. The following topic-related groups have been distinguished for substantive law:

1. persons,
2. offers, auctions, tenders and negotiations,
3. representation,
4. property rights and possession,
5. obligations (torts and contracts), and
6. succession.

The table presenting the number of terms extracted for each topic-related group from the Polish Civil Code constitutes appendix 3.

The following topic-related groups have been distinguished for procedural law:

1. litigious in-court proceedings,
2. non-litigious in-court proceedings, and
3. out-of court proceedings (e.g. arbitration and mediation).

The table presenting the number of terms extracted for each topic-related group from the Polish Civil Code constitutes appendix 4.

If need be the dimensions have been further subdivided into more detailed dimensions. The list of all dimensions is presented below.

The next stage of research has involved the determination of the meanings of selected terms. This aim has been achieved by finding definitions for Polish terminology under scrutiny in various sources starting with legislative definitions, and ending with definitions provided by lawyers and academics in academic books and commentaries to codes and other legislation.

Having identified the meanings of terms, the dimensions specific for the Polish substantive and procedural civil law terminology for the purpose of parametrization have been worked out. As a result of that stage a list of preliminary dimensions already described by

Matulewska 2013 has been supplemented with new ones – Polish civil law specific. As a result of the process of parametrization of Polish terminology parametric tables have been created.

Due to time restrictions it has turned out necessary to limit the number of terms under scrutiny. Therefore for each language pair about 2400 terms (and 2700 for the Polish-English pair) have been chosen for the purpose of establishing sets of potential equivalents for them. The lists of potential target language equivalents have been prepared in the process of testing translational algorithms. The analysis of intra- and inter-lingual semantic relations has served the purpose of establishing the final hierarchy of most relevant dimensions for each language pair. In the course of investigation into the semantic relations the authors drew final conclusions and formulated postulates and translational directives for the corresponding particularistic legilinguistic translatology.

The last stage of the research has involved the preparation of the final hierarchy of dimensions for 6 language pairs constituting the hierarchy of dimensions relevant from the perspective of general legilinguistic translatology. In other words, its aim has been to propose the final hierarchy of dimensions relevant for general legal linguistic translatology. The results have been presented in the last volume of the series.

Finally, the applicability of the parametric approach for translation purposes has been tested and relevant conclusions have been drawn.

Let us now present the enumerations containing dimensions created and applied for Polish legal terminology excerpted from both codes.

2.2. Dimensions for Substantive Civil Law

Having analysed the terminology of the Polish civil law extracted from the Polish Civil Procedure Code, the subsequent sets of potentially relevant dimensions have been specified. It should be stressed here that the terms provided as names of dimensions are sort of label-terms. As they have been elaborated on the basis of the Polish

legal system, they are either coined in the English language or are used in general sense without being embedded in the common law system. The dimensions are elaborated in such way that their properties are mutually exclusive. Thus, the object of reality which we want to characterize may (i) have the property, (ii) have not the property or (iii) the property cannot be determined due to the lack of sufficient information. The fact of having the property will be later illustrated in tables by inserting in the proper place the word "yes", the lack of property by inserting in the proper place the word "no". The indeterminable property will be marked by inserting in the proper place the question mark "?" or "n/a" (meaning 'not applicable').

The set of possible dimensions for persons

Dimension of being a person

1. **Dimension of being a natural person**
    - 1.1. Dimension of being mortal in medical sense
    - 1.2. Dimension of having residence / stay
    - 1.3. Dimension of having attained the age of majority
    - 1.4. Dimension of having a legal profession
        - 1.4.1. Dimension of being an advocate
        - 1.4.2. Dimension of being legal associate
        - 1.4.3. Dimension of being an associate judge
        - 1.4.4. Dimension of being an associate judicial enforcement officer
        - 1.4.5. Dimension of being an associate prosecutor
        - 1.4.6. Dimension of being an associate notary
        - 1.4.7. Dimension of being an associate judge in an administrative court
        - 1.4.8. Dimension of being a judge assistant
        - 1.4.9. Dimension of being a tax advisor
        - 1.4.10. Dimension of being judicial enforcement officer
        - 1.4.11. Dimension of being a legislator
        - 1.4.12. Dimension of being a notary
        - 1.4.13. Dimension of being a prosecutor
        - 1.4.14. Dimension of being a legal counsel
        - 1.4.15. Dimension of being a counsel for the General Counsel to the Republic of Poland
        - 1.4.16. Dimension of being a court clerk
        - 1.4.17. Dimension of being a Patent Office ombudsman
        - 1.4.18. Dimension of being a professional judicial guardian

1.4.19. Dimension of being a judge
1.4.20. Dimension of being a legal trainee
1.5. Dimension of being a person holding a self-government office
1.5.1. Dimension of being the head of a commune
1.5.2. Dimension of being the head of a municipality
1.5.3. Dimension of being a head of a poviat
1.5.4. Dimension of being the head of a city or town (mayor)
1.6. Dimension of being a person holding other type of office
1.7. Dimension of being an entrepreneur
1.7.1. Dimension of being a sole trader
1.7.2. Dimension of being a partner in a civil law partnership
1.7.3. Dimension of being a partner in a commercial partnership
1.8. Dimension of being incapacitated
1.8.1. Dimension of being fully incapacitated
1.8.2. Dimension of being partially incapacitated
1.9. Dimension of being entitled t a personality right
1.9.1. cf personality rights

2. Dimension of being a legal person
2.1. Dimension of having a principal place of business
2.2. Dimension of having a place of running business activity
2.3. Dimension of being a company
2.4. Dimension of being other form of business organization
2.5. Dimension of being an act of extinction of a legal person

3. Dimension of being a de facto legal person
3.1. Dimension of having a principal place of business
3.2. Dimension of having a place of running business activity
3.3. Dimension of being a de facto company
3.4. Dimension of being other de facto form of business organization
3.5. Dimension of being an act of extinction of a de facto legal person

Furthermore, we may distinguish sub-dimensions for natural and legal persons

1. Dimension of being a natural or legal person participating in civil procedure
1.1. Dimension of being an expert

1.2. Dimension of being a recorder / recording clerk
1.3. Dimension of being a claimant
1.4. Dimension of being a representative / attorney ad litem
1.5. Dimension of being a defendant
1.6. Dimension of being a party
1.7. Dimension of being a party to proceedings non-litigious proceedings
1.8. Dimension of being a participant in proceedings
1.9. Dimension of being a party deprived of the possibility to defend oneself in proceedings
1.10. Dimension of being a witness

2. Dimension of being a natural or legal person bound by a legal relations (more particular dimensions are listed under particular legal relations (cf. dimensions for contracts))
3. Dimension of having a capacity of a natural or legal person
    3.1. Dimension of having a legal capacity
        3.1.1. Dimension of having full capacity
        3.1.2. Dimension of having limited capacity
        3.1.3. Dimension of having no capacity
    3.2. Dimension of having a capacity for acts in law
        3.2.1. Dimension of having a capacity for a specific act in law
            3.2.1.1. Dimension of having full capacity
            3.2.1.2. Dimension of having limited capacity
            3.2.1.3. Dimension of having no capacity

Separate dimensions have been elaborated for offers, auctions, tenders and negotiations. They include for

1. offers: (i) being an offer, (ii) being a term related to offers;
2. auctions (i) being an auction, (ii) being a term related to auctions;
3. tenders (i) being a tender, (ii) being a term related to tenders; and finally
4. negotiations (i) being a negotiation, (ii) being a term related to negotiations.

The terminology related to property has turned out to be extremely difficult to parametrize due to the differences between legal systems. What is presented below is the juxtaposition of dimensions

elaborated for civil law countries. It must be stressed that property-related terminology encompasses numerous terminological units which are non-equivalent and do not have sufficiently equivalent potential counterparts in many legal systems. Thus, when discussing the translational algorithm and its application, the techniques of providing equivalents for such non-equivalent or partially (but not sufficiently) equivalent terminology will be briefly presented.

The set of possible dimensions for property-related terminology

1. Dimension of being property
    1.1. Dimension of being goods
        1.1.1. Dimension of being a tangible good separated from the environment /nature (constituting a thing)
            1.1.1.1. Dimension of being movable property
            1.1.1.2. Dimension of being immovable property
                1.1.1.2.1. Dimension of being land immovable property
                1.1.1.2.2. Dimension of being building constituting an immovable property
                1.1.1.2.3. Dimension of being a unit in a building constituting immovable property
        1.1.2. Dimension of being a tangible good not separated from the environment /nature
            1.1.2.1. Dimension of being gas
            1.1.2.2. Dimension of being liquid
            1.1.2.3. Dimension of being mineral
            1.1.2.4. Dimension of being a wild animal
                1.1.2.4.1. Dimension of being a protected wild animal
                1.1.2.4.2. Dimension of being wild game
        1.1.3. Dimension of being a tangible not constituting a thing
            1.1.3.1. Dimension of being human corpse
            1.1.3.2. Dimension of being human tissue
            1.1.3.3. Dimension of being human cells
            1.1.3.4. Dimension of being human organs
            1.1.3.5. Dimension of being human blood
        1.1.4. Dimension of being intangible goods
            1.1.4.1. Dimension of being monies
            1.1.4.2. Dimension of being energy

1.1.4.3. Dimension of being security on money market
1.1.4.3.1. Dimension of being a treasury bill
1.1.4.3.2. Dimension of being a commercial paper
1.1.4.3.3. Dimension of being a certificate of deposit
1.1.4.3.4. Dimension of being a bank acceptance
1.1.4.3.5. Dimension of being a repurchase agreement
1.1.4.4. Dimension of being security on capital market
1.1.4.4.1. Dimension of being a share
1.1.4.4.2. Dimension of being a bond
1.1.4.5. Dimension of being security on derivatives market
1.1.4.5.1. Dimension of being a future contract
1.1.4.5.2. Dimension of being an option
1.1.4.6. Bycie papierem uzależnionym od zajścia zdarzenia losowego
1.1.4.6.1. Dimension of being a lottery ticket
1.1.4.6.2. Dimension of being an insurance or assurance contact
1.1.4.7. Dimension of being other type of security
1.1.4.7.1. Dimension of being a bill of lading
1.1.4.7.2. Dimension of being a bank acceptance
1.1.4.7.3. Dimension of being a time deposit
1.1.4.7.4. Dimension of being a letter of credit
1.1.4.7.5. Dimension of being a cheque
1.1.4.7.6. Dimension of being a bill of exchange
1.1.4.7.7. Dimension of being an interbank deposit
1.1.4.7.8. Dimension of being a warehouse receipt
1.1.4.7.9. Dimension of being a debenture
1.1.4.8. Dimension of being personality and personal rights of an individual
1.1.4.8.1. Dimension of right to health
1.1.4.8.2. Dimension of right to liberty and freedom
1.1.4.8.3. Dimension of right to reputation

1.1.4.8.4. Dimension of right to freedom of conscience
1.1.4.8.5. Dimension of right to surname, name
1.1.4.8.6. Dimension of right to pseudonym
1.1.4.8.7. Dimension of right to image or likeness
1.1.4.8.8. Dimension of right to confidentiality of correspondence
1.1.4.8.9. Dimension of right to inviolability of the home
1.1.4.8.10. Dimension of right to scholarly output
1.1.4.8.11. Dimension of right to artistic output
1.1.4.8.12. Dimension of right to inventive output
1.1.4.8.13. Dimension of right to improvement output
1.1.4.9. Dimension of being an intellectual property right
1.1.4.9.1. Dimension of being a work
1.1.4.9.2. Dimension of being a mark
1.1.4.9.3. Dimension of being an invention
1.1.4.9.4. Dimension of being a design
1.1.4.9.5. Dimension of being a topography of an integrated circuit
1.1.4.9.6. Dimension of being a geographical indication

1.2. Dimension of being a right
1.2.1. Dimension of being a proprietary right
1.2.1.1. Dimension of being ownership
1.2.1.2. Dimension of being co-ownership
1.2.1.3. Dimension of being perpetual usufruct
1.2.1.4. Dimension of being a limited proprietary right
1.2.1.4.1. Dimension of being a usufruct
1.2.1.4.2. Dimension of being a servitude
1.2.1.4.3. Dimension of being a pledge
1.2.1.4.4. Dimension of being a mortgage
1.2.1.4.5. Dimension of being a co-operative member's ownership right to an apartment/a dwelling unit

1.2.2. Dimension of being an intellectual property right
1.2.2.1. Dimension of being a copyright
1.2.2.1.1. Dimension of being an economic copyright
1.2.2.1.2. Dimension of being the author's moral right
1.2.2.2. Dimension of being a rights to inventions
1.2.2.3. Dimension of being a rights to trademarks, utility designs and industrial designs
1.2.2.4. Dimension of being a right to the business name

Dimension 2.2. Obligations resulting from torts
The obligation resulting from tort determines the names of the parties andthe name of the relief for damage inflicted as a result of tort.

Dimension 3.1. The type of the contractual obligation, viz: the name of the legal relations binding the parties
The obligation resulting from contracts determines the names of the parties, name of the consideration and performance, possible claims.

Dimensions for obligations
1. Dimension of being an obligation
1.1. Dimension of being an obligation resulting from a tort
1.2. Dimension of being a contractual obligation
1.2.1. Dimension of being a contract of agency
1.2.2. Dimension of being a contract of donation
1.2.3. Dimension of being a contract of delivery
1.2.4. Dimension of being a contract of life estate
1.2.5. Dimension of being a contract of tenancy
1.2.6. Dimension of being a contract for hotel services
1.2.7. Dimension of being a consignment shop contract
1.2.8. Dimension of being a contract for the supply of agricultural produce
1.2.9. Dimension of being a contract of leasing with an option to purchase
1.2.10. Dimension of being an international agreement
1.2.11. Dimension of being a contract of tenancy for residential purposes

1.2.12. Dimension of being a contract for use of a thing free of charge
1.2.13. Dimension of being a contract for the division and distribution of the succession estate
1.2.14. Dimension of being a contract to perform a specified task or work
1.2.15. Dimension of being a construction contract / Contract for carrying our construction /renovation works
1.2.16. Dimension of being a succession estate contract
1.2.17. Dimension of being a surety contract
1.2.18. Dimension of being a storage contract
1.2.19. Dimension of being a conveyance and transfer of an immovable
1.2.20. Dimension of being a money transfer contract
1.2.21. Dimension of being a contract for succession estate transfer
1.2.22. Dimension of being a contract for carriage
1.2.23. Dimension of being a contract of allowance
1.2.24. Dimension of being a contract of storage / warehousing
1.2.25. Dimension of being a contract of forwarding
1.2.26. Dimension of being a contract of civil law partnership formation
1.2.27. Dimension of being a contract of sale
1.2.28. Dimension of being an insurance contract
1.2.29. Dimension of being a Polish contract of loan (letting for use)[3]
1.2.30. Dimension of being a contract of exchange
1.2.31. Dimension of being a contract of mandate
1.2.32. Dimension of being a contract obliging to alienate the succession estate.

[3] In common law there is no distinction made between a contract of loan ‘pożyczka’, letting for use free of charge ‘użyczenie’ and improper desposit ‘depozyt nieprawidłowy’.

3.3. Dimensions for Substantive Civil Law

In general there are three main branches of law that is to say the (i) civil, (ii) criminal and (iii) administrative ones. Therefore, three dimensions listed above are recognized as relevant for legal translation. Nevertheless, as the research focused on civil law only, the detailed sub-dimensions have been created only for civil law. The list of those dimensions and their sub-dimensions is as follows:

1. Dimension of being legal proceedings
    1.1. Dimension of being civil proceedings
        1.1.1. Dimension of being civil in-court proceedings
            1.1.1.1. Dimension of being committal proceedings
                1.1.1.1.1. Dimension of being litigious proceedings
                    1.1.1.1.1.1. Dimension of being ordinary civil proceedings
                    1.1.1.1.1.2. Dimension of being separate civil proceedings
                        1.1.1.1.1.2.1. Dimension of being proceedings for divorce
                        1.1.1.1.1.2.2. Dimension of being proceedings for separation
                        1.1.1.1.1.2.3. Dimension of being proceedings in other marital matters
                        1.1.1.1.1.2.4. Dimension of being proceedings concerning relations between parents and children
                        1.1.1.1.1.2.5. Dimension of being proceedings in labour law matters
                        1.1.1.1.1.2.6. Dimension of being proceedings concerning social insurance matters
                        1.1.1.1.1.2.7. Dimension of being proceedings concerning the violation of the state of possession
                        1.1.1.1.1.2.8. Dimension of being proceedings in economic matters

1.1.1.1.1.2.9. Dimension of being proceedings concerning fair competition protection
1.1.1.1.1.2.10. Dimension of being proceedings concerning the ascertainment of the contract form provisions unlawful
1.1.1.1.1.2.11. Dimension of being proceedings concerning Energy-related regulations
1.1.1.1.1.2.12. Dimension of being proceedings concerning telecommunication matters
1.1.1.1.1.2.13. Dimension of being proceedings concerning rail transportation matters
1.1.1.1.1.2.14. Dimension of being order for payment proceedings
1.1.1.1.1.2.15. Dimension of being proceedings by writ of payment for a lesser value
1.1.1.1.1.2.16. Dimension of being summary proceedings
1.1.1.1.1.2.17. Dimension of being European cross-border procedure
1.1.1.1.1.2.18. Dimension of being electronic proceedings by writ of payment for a lesser value
1.1.1.1.1.2.19. Dimension of being European small claims procedure
1.1.1.1.1.3. Dimension of being mediation proceedings or conciliatory proceedings
1.1.1.1.1.3.1. Dimension of being mediation proceedings
1.1.1.1.1.3.2. Dimension of being conciliatory proceedings
1.1.1.1.2. Dimension of being in-court non-litigious proceedings
1.1.1.1.2.1. Dimension of being proceedings concerning rights of persons

1.1.1.1.2.1.1. Dimension of being proceedings concerning incapacitation of a person

1.1.1.1.2.1.2. Dimension of being proceedings concerning having it ascertained that someone is considered dead

1.1.1.1.2.1.3. Dimension of being proceedings concerning having it ascertained that someone is dead

1.1.1.1.2.2. Dimension of being proceedings concerning property rights

1.1.1.1.2.2.1. Dimension of being procedure for ascertaining usucaption

1.1.1.1.2.2.2. Dimension of being procedure for ascertaining forfeiture of a thing

1.1.1.1.2.2.3. Dimension of being procedure for ascertaining the severance of co-ownership

1.1.1.1.2.2.4. Dimension of being procedure for establishing a right of way

1.1.1.1.2.2.5. Dimension of being procedure concerning land and mortgage registers

1.1.1.1.2.3. Dimension of being proceedings concerning succession law

1.1.1.1.2.3.1. Dimension of being proceedings concerning succession estate securing

1.1.1.1.2.3.2. Dimension of being proceedings concerning inventory taking

1.1.1.1.2.3.3. Dimension of being proceedings concerning succession estate acceptance

1.1.1.1.2.3.4. Dimension of being proceedings concerning succession estate rejection

1.1.1.1.2.3.5. Dimension of being proceedings concerning last will and testament publication
1.1.1.1.2.3.6. Dimension of being proceedings concerning the ascertainment of the succession estate acquisition
1.1.1.1.2.3.7. Dimension of being proceedings concerning succession estate division and distribution
1.1.1.1.2.3.8. Dimension of being proceedings concerning other succession related matters
1.1.1.1.2.4. Dimension of being proceedings concerning family and guardianship law
1.1.1.1.2.4.1. Dimension of being proceedings concerning the division of the marital property after the extinguishing of the marital community property regime
1.1.1.1.2.4.2. Dimension of being proceedings concerning consensual separation
1.1.1.1.2.4.3. Dimension of being proceedings concerning discontinuance of separation
1.1.1.1.2.4.4. Dimension of being proceedings concerning the deprivation of parental authority
1.1.1.1.2.4.5. Dimension of being proceedings concerning the limitation of parental authority
1.1.1.1.2.4.6. Dimension of being proceedings concerning the restitution of parental authority
1.1.1.1.2.5. Dimension of being proceedings concerning a deposit
1.1.1.1.2.6. Dimension of being proceedings concerning enterprises

1.1.1.1.2.7. Dimension of being registration proceedings

1.1.1.1.2.8. Dimension of being proceedings concerning a matter heared as non-litigious under not codified provisions

1.1.1.2. Dimension of being civil in-court executory proceedings

1.1.1.2.1. Dimension of being national proceedings

1.1.1.2.1.1. Dimension of being national execution (debt enforcement) proceedings

1.1.1.2.1.2. Dimension of being national insolvency proceedings

1.1.1.2.1.3. Dimension of being national rehabilitation (restructuring) proceedings

1.1.1.2.2. Dimension of being international (foreign) proceedings

1.1.1.2.2.1. Dimension of being international execution (debt enforcement) proceedings

1.1.1.2.2.2. Dimension of being international insolvency proceedings

1.1.1.2.2.3. Dimension of being international rehabilitation (restructuring) proceedings

1.1.1.3. Dimension of being subsidiary court proceedings

1.1.1.3.1. Dimension of being subsidiary national proceedings

1.1.1.3.1.1. Dimension of being claim-securing proceedings

1.1.1.3.1.2. Dimension of being proceedings for files reconstruction

1.1.1.3.2. Dimension of being subsidiary international proceedings

1.1.1.3.2.1. Dimension of being international claim-securing proceedings

1.1.1.3.2.2. Dimension of being international proceedings for files reconstruction

1.1.2. Dimension of being out-of-court civil proceedings
1.1.2.1. Dimension of being out-of-court civil proceedings before arbitration courts
1.1.2.2. Dimension of being out-of-court civil proceedings before international arbitration courts
1.1.2.3. Dimension of being out-of-court civil proceedings before conciliatory commissions
1.1.2.4. Dimension of being out-of-court civil proceedings before organs carrying out settlement proceedings
1.2. Dimension of being criminal proceedings
1.3. Dimension of being administrative proceedings

Let us stress once again that the last two dimensions 1.2. and 1.3 do not refer to civil procedure law but have been added in the enumeration to illustrate the complexity of legal reality with respect to procedural law.

2.4. Concluding Remarks

To sum up, the dimensions listed above are relevant for Polish terminology of civil law and civil procedure (particularistic legilinguistics). However not all those dimensions are relevant for comparative legal linguistic purposes (particularistic legilinguistic translatology). The dimensions relevant for legilinguistic translatology and comparative law are usually the dimensions referring to the specific type of legal procedure. If the dimension of the lower level cannot be determined for the source and target text terms that are to be compared one has to take into account the dimension of the higher level and in the case of civil procedure, it seems that the dimensions of the sixth, next third levels are most relevant whereas the dimensions of level four, five and seven are the least relevant.

What is more, in order to construct an effective algorithm and model of comparison of legal terminology for lexicological and lexicographic purposes it seems essential to parametrize core legal languages for each law family.

Those two concluding remarks may be treated as research hypotheses as well. Let us formulate them explicitely:

Hy. 7. If the dimension of the lower level cannot be determined for the source and target text terms that are to be compared one has to take into account the dimension of the higher level and in the case of civil procedure.

Hy. 8. in order to construct an effective algorithm and model of comparison of legal terminology for lexicological and lexicographic purposes it seems essential to parametrize core legal languages for each law family.

Furthermore, it should be stressed here that they have been verified in the course of research.

In the second part of the book devoted to particularistic legilinguistic translatology the process of optimization of dimensions for the purpose of comparing Polish and English legal terminology will be provided. The aim of optimization is to provide a list of most relevant dimensions enabling the choice of a sufficient equivalent in the most limited number of steps.

Part II

PARTICULARISTIC LEGILINGUISTIC TRANSLATOLOGY FOR THE POLISH-ENGLISH PAIR

Having briefly outlined the process of finding terminological equivalence by applying the parametric approach and formulating postulates and directives, let us now proceed to the analysis of selected examples. It should be stressed here that the chapter devoted to relativisation of translation with respect to the Polish-English pair is rather short as it has been the topic of two papers (Matulewska 2015, 2017b). Analogously, the author has already published some insight into the relations of hypernymy (Matulewska 2017c), polysemy (Matulewska 2016b), synonymy (Matulewska 2016a).

The list of primitive terms and postulates already described by Matulewska (2013) is provided in appendices no. 1 and 2 respectively. The list of possible dimensions used for the purpose of the research into Polish and English terminology in the field of civil law and civil procedure law with the Polish Civil Code and the Polish Code of Civil Procedure being a benchmark for terminological comparison has been provided in the previous chapter.

Semantic relations[4] are considered to bind at least two terms with respect to their meaning. In the context of legal translation and legilinguistic translatology we may define this relation as a relation binding a set of legal terms. It should be stressed here that it is also possible to establish semantic relations between phrases and even sentences. However, this research is mostly focused on terminology. The following semantic relations will be discussed here in the aspect of

[4] As the author has already described semantic relations in three papers devoted to synonymy (Matulewska 2016a), polysemy (Matulewska 2016b), and hypernymy (Matulewska 2017).

parametrization: synonymy, polysemy and hyponymy. When discussing relations it is necessary to determine what sort of object are bound by a given relation. That research focused on terms only. The other objects of legal text reality have not been analysed.

Chapter 3.

Synonymy in legal communication

Synonymy is understood here as the relation binding at least two terms having a very similar meaning but rarely an identical one. Usually in the context of legilinguistic translatology it is the relation binding terms referring to the same or very similar object of legal reality but differing with respect to their contextual usage or in other words having the same referential but differing pragmatic meanings.

> "In many publications, synonymy is perceived as a sort of semantic equivalence. However semantic equivalence should not be identified with translational equivalence due to the fact that the pragmatic aspects of meaning of lexical items may be vital for producing communicatively adequate messages in the target language. If one takes into consideration the conglomerate of meanings, which a given term may possess, and the fact that one may hardly find any terms with exactly the same conglomerate of meanings, it seems more appropriate to discuss *quasi-synonymous* terms rather than synonymous terms, especially in the context of specialised translation. To summarise, there are hardly any *absolute synonyms*, that is to say, terms that would have the same meanings and would be interchangeable in all communicative (situational) and syntactic contexts..." (Matulewska 2016a, 163)

Let us also quote Melliknoff (1963, 58) who succinctly summarizes the occurrence of synonyms of various origin in the English legal language:

> „after a French marriage or an Old English (O.E.) wedding, you have entered into O.E. wedlock, which is the same as French marriage (as an institution) or the gratuitous complication matrimony (Latin via Old French). You may buy a home in Old English or purchase it in French, take possession in French and own it in Old English. You have an Old English child, who will also be a French infant and a Latin minor. You write an O.E. will or a Latin testament. In it you dispose of your French property which was once the same as O.E. goods or French chattels, until both goods and chattels were limited to movables. There was also a time when you could bequeath (O.E.) everything you could devise (French), and you could once seriously devise a bed. In Old English you forgive debts, and at one time you could pardon them in French. An O.E. sheriff or a French constable arrests you for French larceny which is the same as O.E. theft

> or stealing. You get an English lawyer or a French attorney who goes to a French court, approaches O.E. bench, and speaks to the French judge. The O.E. witnesses take an O.E. oath and swear in Old English that their French evidence is not English hearsay. The O.E. foreman of a French jury brings in a French verdict of O.E. guilty, and in a former day you might end up on an O.E. gallows or a French gibbet, unless you got a French pardon".

Thus, synonyms may be created for a variety of reasons and those reasons may be typical of a given language system.

When discussing the parametric approach to the comparison of terms with respect to their meanings we may distinguish synonymy at the intra- and inter-lingual levels. Both types of synonymy visibly affect the process of translation.

First of all, synonymy at the intralingual level may be explored by the author of the text in order to obtain stylistic diversity and elegance of style.

> "On many occasions despite the principle that law should be unambiguous and legal texts should be free from synonyms, lawyers fail to observe this rule and invent new terms for various purposes. In Poland numerous terms have been invented in order to avoid terminological repetitions, which in the vernacular or literary language are considered a feature of clumsy style and limited linguistic competence of the author of a text. Sometimes terms are created because there is a need to differentiate similar but not identical phenomena. With the passage of time it frequently happens that the differentiation, once so vital, has lost its importance and the meanings of terms no longer differ. There are also situations in which various specialists introduce a new term to name a new object emerging in legal reality." (Matulewska 2016a, 165).

In such instances the task of the translator is incredibly difficult. The translators of texts in languages for specific purposes usually are prepared to the usage of one term in reference to one object of reality. If another term of a similar meaning is used, the translator is obliged to treat it as a term referring to a similar but not identical object of reality. In such instances the translator may fall prey of changing the meaning of the target text by constructing improper meanings to terms which are used as absolute synonyms by the author of the text. Sometimes the author of the text is going to use quasi-synonymous terminology in order to stress apparently slight but in his opinion extremely important differences between legal institutions denoted by terms. In that case the translator is obliged to reflect the difference in meaning by applying appropriate equivalents (which may also be called significators) in the

target language. The research into the translation errors and mistakes has revealed that amateur translators and persons beginning to practice the profession usually repeatedly make two types of terminological errors:

1. firstly they resort to the first dictionary equivalent for synonymous terms focusing mostly on primary (that is to say referential) meaning rather than the secondary (that is to say pragmatic) one – meanings conditioned by context in a broad sense;
2. secondly they do not analyse the text with respect to the synonyms that are used in them in order to decide whether the terms are used in a given context as absolute synonyms or quasi synonyms (Matulewska & Nowak 2007).

There are also other reasons for creating synonymous signs in languages for special purposes. The English legal language may serve as one of the examples:

> "The synonym habit in which legal draftsmen still excel had its background in real necessity: With the Anglo-French mixture of languages, coupled with the relics of Latin and Old English a certain amount of double occurrence of the same concepts seems quite unavoidable. How was the draftsman to make a choice between terms which were equally valid and acceptable? How could he be sure they were "equally valid" beyond reasonable doubt? The uncertainty made lawyers reluctant to make a choice between e.g. a French term (with an established definition behind it) and an English equivalent of less universal professional acceptance and would give each in a document to secure legal effect. […] Nor was the practice of multiplying words restricted to legal language in medieval times. The habit is characteristic of most literary works of the time where it was used for ornamental purposes (and with a view to alliteration and rhyme) and it is certainly possible that the same motives were present in legal writing" (Grøn 1992, 126-127).

The existence of synonyms in one natural language and the existence of synonymous pairs which are not necessarily equivalent at the inter-lingual level may lead to translation problems.

> "It must be assumed here that if two terms from two natural languages are synonymous or almost synonymous they are equivalent. If they are almost synonymous the question arises as to the scope of differences between such interlingual synonyms. Parameters help establish the distance between analysed terms and thus facilitate making a decision whether the terms are in fact sufficiently equivalent for the purpose of translation. Furthermore, if there are more synonymous terms than one in a target language, parameters help ascertain which of the possible equivalents is closer in meaning (both

> referentially and pragmatically) to the source language term. In other words due to parameters one may closely scrutinise terms and choose a pair which is sufficiently equivalent or eliminate a pair which is not sufficiently equivalent for a given translation recipient." (Matulewska 2016a, 163-164)

The relation of synonymy at the interlingual level may also be quite tricky. It mostly refers to the fact that if in the target language there is a wide array of synonymous terms which are equivalent with respect to the referential meaning but not equivalent in respect of the pragmatic one, the translator may easily use the target language term which is pragmatically improper in a given communicative situation.

Paragraph 10 of the Polish Regulation on Principles of Legislative Technique states that:

> § 10. The same terms are used to denote identical concepts, and different terms are not used to denote the same concepts.[5]

Thus it is an assumption based on legislative provision that laws are formulated in a manner ensuring clarity and unequivocal meanings. The research carried out by the author, however, proves that even the legislator is not always consistent in this respect.

Synonymous terms occurring in vernacular and legal languages

The relation of synonymy with respect to the referential meaning binds two Polish terms: *przysposobienie* and *adopcja* 'adoption', where the first one is used in family law and the other in colloquial language. The institution was known in Roman law (Buckland & McNair 1965, 42, Kolańczyk 2001, 244-247). Right now the laws regulating adoption are the Adoption and Children Act 2004 in the UK and the Polish Family and Guardianship Code (Ustawa z dnia 25 lutego 1964 roku – Kodeks rodzinny i opiekuńczy Dz.U. of 2017.682 uniform text) in Poland. In general the institution is based on vesting the rights and duties of one parent in some other person with respect to a child that is to be adopted (James 1972, 457). The bond created between a child and an adult is analogous to the bond between the natural, biological parents and their children. However, in order for the adoption to occur the order of the court is needed (James 1972, 457, cf. also Herring 2007, 115-124, Adoption and Children Act of 2004). The English term *adoption* is a

[5] Do oznaczenia jednakowych pojęć używa się jednakowych określeń, a różnych pojęć nie oznacza się tymi samymi określeniami.

functional equivalent for both Polish terms. When the parameter of etymology of the term is taken into account, the terms *adopcja* and *adoption* take on the same property from that parameter (they are both borrowings from Latin), whereas the terms *przysposobienie* and *adoption* take on different properties from that parameter. However, if we take into account the parameter of lect, the situation is different, as *przysposobienie* takes on the property of belonging to the legal lect (or legi-lect) and *adopcja* assumes the property of the non-legal lect (a vernacular lect). At the same time, the English term *adoption* assumes the property of belonging to legi-lect, but it has also pervaded into the colloquial English language. The relation of intralingual synonymy holds between the terms: *przysposobienie* and *adopcja*, but it is not an absolute synonymy, as the terms differ with respect to the dimensions of lect.

Table 1. Intrasystemic relation of synonymy at the intralingual level

Synonyms: / Dimension:	*przysposobienie* 'adoption'	*adopcja* 'adoption'
Legal lect	yes	no
Vernacular lect	no	yes

Analogously, we may draw a conclusion that the relation of intralingual synonymy holds between the terms: *przysposobienie* and *adopcja*, and the terms differ with respect to the dimensions of etymology.

The relation of interlingual synonymy holds between the terms: *przysposobienie* and *adoption*, but it is not an absolute synonymy, as the terms differ with respect to the dimensions of etymology (in other words they are complementary – they are bound by the relation of opposition – with respect to the dimension of etymology) but at the same time they are convergent with respect to the dimension of lect as both terms take on the same property of belonging to legal lect.

The relation of interlingual synonymy holds between the terms: *adopcja* and *adoption*, but it is not an absolute synonymy, as the terms differ with respect to the dimensions of lect (in other words they are complementary with respect to the dimension of lect as the former assumes the property of belonging to vernacular lect whereas the latter

to legal lect but they are convergent with respect to etymology as both terms are assimilated borrowings from Latin).

On the basis of the observation of the legilinguistic translational reality of family law in British English and Polish we may formulate the following particular legilinguistic postulate:

> ***Postulate***: If in the English family law text the term *adoption* is used as the name for the relationship binding the adoptive parent with the adopted child, then it is translatable into Polish as *przysposobienie* for the close recipient.

Consequently, the following directive may be inferred on the basis of the postulate:

> ***Directive***: If in the English legal text the term *adoption* is used as the name for the relationship binding the adoptive parent with the adopted child, then it must be translated into Polish as *przysposobienie* for the close recipient.

However, if the text genre is a newspaper article, or a tabloid article the following postulate may be formulated:

> ***Postulate***: If in the English tabloid text the term *adoption* is used as the name for the relationship binding the adoptive parent with the adopted child, then it is translatable into Polish as *adopcja* for the distant recipient.

Consequently, the following directive may be inferred on the basis of the postulate:

> ***Directive***: If in the English tabloid text the term *adoption* is used as the name for the relationship binding the adoptive parent with the adopted child, then it must be translated into Polish as *adopcja* for the distant recipient.

Those directives are in compliance with Postulate 3 of genre preservation, stating that:

> *Po 3 – Postulate of genre preservation*
> If two legal texts are bound by the relation of translatability, they have to be of the same genre.

At the interlingual level it frequently happens that a legal term is translated into the term occurring in the vernacular language. For instance the English legal term *adoption* is translated into Polish into *adopcja* instead of *przysposobienie* which constitutes an error of register (or in other words not preserving the stylistic and terminological features typical of a given legal text genre). Consequently, the terms: *adopcja* and *adoption* are false friends in legal translation.

The parametric approach enables to identify synonyms and choose the one which is the closest with respect to its referential and pragmatic meanings.

Synonymous terms occurring in legal language and other languages for special purposes

At the interlingual level such synonyms may lead to difficulties in choosing equivalents. Let us analyse the term *contract of sale*. The contract of sale is a consensual, pecuniary, reciprocal and obligatory contract. The contract can be concluded in oral, written, notarial form (in Poland) and as a deed (in Anglo-Saxon countries), and also on the basis of an offer, a tender, an auction. The seller is obliged to transfer or convey onto the buyer either the ownership of the property sold or the property right that is the subject of the indemnity, and deliver the object of the contract to the buyer at the right place and time (cf. Czachórski et al. 2002; Radwański & Panowicz-Lipska 2005, 13-75; Finch & Fafinsky 2015, 1-33; Tillson 2015, 40-61). For instance the English term *contract of sale* is signed to sell goods.

> "Contracts of sale of goods – a contract under which a buyer pays money, or promises to pay money, in return for ownership of goods. Goods are physical things which can be touches and moved. Services are not goods, nor are land or houses" (Macintyre 2015, 199).

In order to sell land or house one needs to sign a deed of conveyance. The English term *contract of sale* may be translated into *kontrakt sprzedaży* 'contract of sale' or *umowa sprzedaży* 'contract of sale' or *umowa kupna-sprzedaży* 'contract of purchase-sale'. The relation of synonymy holds between the Polish terms *umowa sprzedaży* and *kontrakt sprzedaży* and *umowa kupna-sprzedaży* with respect to their referential meanings. All potential Polish equivalents differ pragmatically with respect to the dimension of lect. The first term takes

on the property of being a term belonging to the language of economy, the second one – being a term belonging to the language of law and the last one – being a term belonging to the vernacular language. Therefore, if we translate a legal text from English into Polish we should choose the term *umowa sprzedaży* as the closest equivalent assuming the same property as the English term *contract of sale*. But at the same time the Polish term *umowa sprzedaży* is hypernymous in relation to the term *contract of sale of goods*. The modified TLOT equivalent may be used *umowa sprzedaży ruchomości* or *umowa sprzedaży towarów* to supplement the difference in meanings between the Polish hypernym and its English hyponym. The technique is known as the restriction of the meaning. AT the same time the Polish term *umowa sprzedaży* used in notarial acts when conveying the title to the immovable property is not equivalent to the English term *contract of sale*, as in the English language in the majority of cases the title to immovable property is conveyed by concluding the so-called *deeds of conveyance*. Thus, when taking that aspect of the meaning of the Polish term into account we need to state that the Polish term is a hypernym and the English terms *contract of sale* and *deed of conveyance* are its co-hyponyms.

Table 2. Intrasystemic relation of synonymy at the intralingual level (source: Matulewska 2016a)

Synonyms: / Dimension:	*umowa* 'contract'	*kontrakt* 'contract'
Legal lect	yes	no
Economic lect	no	yes
Vernacular lect	yes	yes (but in reference to specific types of contracts for instance employment agreements in which the worker agrees to work abroad)

On the basis of the observation of the legilinguistic translational reality of contract law in British English and Polish we may formulate the following particular legilinguistic postulate:

> ***Postulate***: If in the English contract law text the term *contract* is used as the name for the relationship binding the parties to an

agreement, then it is translationally equivalent to the Polish term *umowa*.

Consequently, the following directive may be inferred on the basis of the postulate:

> ***Directive***: If in the English contract law text the term *contract* is used as the name for the relationship binding the parties to an agreement, then it must be translated into Polish as *umowa*.

The postulate and directive are based on the following two postulates under which the translator should aim at diminishing the distance between the source and target texts to achieve maximum degree of homosignification. That aim in the parametric approach is achieved by choosing target text significators that are convergent with respect to the maximum number of dimensions.

Po 11 – Postulate of translational convergence and homosignification
If heterolingual texts T_i and T_j are translationally convergent (sufficiently *tr*-convergent), then they are sufficiently homosignificative (*hsgf*) (that is, they coincide with respect to the relevant translational dimensions). Thus translational convergence presupposes *hsgf*.

Po 12 – Postulate of homosignification and non-divergence
If two heterolingual texts T_i and T_j are sufficiently homosignificative also with respect to the considered meaning *M* and are not excessively divergent, then they are translationally equivalent.

Legal language synonymy. Lack of terminological consistency

At the interlingual level the following pairs of terms may be considered synonymous but they still differ with respect to the dimension of lect: *mediacja* which is a Polish statutory term and its English equivalent used in the UK *mediation*. Gifis (1996, 311) states that it is "a method of settling disputes outside of a court setting; the imposition of a neutral third party, known as a mediator, to act as a link between the parties; similar to arbitration and conciliation." Gubby (2004, 20) adds that it is an "alternative form of dispute resolution where a third party, acting as a mediator, helps the parties to a dispute to reach an agreement". It should be stressed here that *mediation* is not

regulated by legislative instruments in the UK, so there is no closer equivalent for the Polish term *mediacja*. The relation of synonymy holds between the Polish term *mediacja* and the English term *mediation with respect to* the referential meaning. But the terms differ with respect to the dimension of lect (they are complementary). The Polish term is used by the legislator in the Polish Code of Civil Procedure. The term is used in the text 81 times and one of the chapters is devoted to mediation and conciliatory proceedings with articles 183^{1} to 183^{15} devoted solely to mediation). Nevertheless, despite the fact that those two terms differ with respect to the dimension of lect as one assumes the property of statutory lect whereas the other of non-statutory legal lect they are sufficiently equivalent for the purpose of Polish-English translation.

Table 3. Intersystemic relation of synonymy at the interlingual level (source: Matulewska 2016a)

Synonyms: / Dimension:	*mediacja* 'mediation'	*mediation*
Legal genre: legislation	yes	no
Legal lect:	yes	yes
Common etymology	yes	yes

On the basis of the observation of the legilinguistic translational reality of Alternative Dispute Resolution (ADR) law in British English and Polish we may formulate the following particular legilinguistic postulate:

> ***Postulate***: If in the English ADR law text the term *mediation* is used as the name for the relationship binding the parties to one of ADR procedure, then it is translationally equivalent to the Polish term *mediacja*.

Consequently, the following directive may be inferred on the basis of the postulate:

> ***Directive***: If in the English ADR law text the term *mediation* is used as the name for the relationship binding the parties to one

of ADR procedure, then it must be translated into Polish as *mediacja*.

The directive is also in compliance with postulates 11 and 12 quoted above as in the absence of the term that would be absolutely homosignificative, the translator should resort to the most homosignificative term fulfilling the other criteria of being sufficiently equivalent under postulates 8 and 9:

Po 8 – Postulate of translational equivalence and translatability
If text T_j is sufficiently equivalent to text T_i, then text T_i is translatable into T_j.
Po 9 – Postulate of translational equivalence
If heterolingual texts T_i and T_j are sufficiently translationally equivalent, then they are sufficiently translationally convergent or permissively translationally complementary.

Even though the dimension of lect is an essential feature of the primary meaning and the dimension of etymology in general is perceived as accidental (secondary) due to the fact that there is no closer (or in other words more sufficiently equivalent) term with respect to the referential meanings, the terms despite being complementary with respect to the dimension of legal genre are still convergent with respect to the dimension of legal lect (which is a hyper-dimension with respect to the dimension of genre) are considered sufficiently homosignificative to be sufficiently equivalent for translation purposes – which is compliant with postulates 13 and 34 quoted below.

Po 13 – Postulate of permissible translational complementarity
If heterolingual texts T_i and T_j are permissibly translationally complementary relative to dimension D, then they are translationally divergent relative to D, and they are translationally convergent relative to dimension Δ, and Δ is not too distant a hyperdimension for D, that is Δ being more abstract than D but not too abstract. (Another approach to a permissible translational complementarity of two texts would take into consideration that they are translationally convergent in a greater number of relevant dimensions than the number of those dimensions in which they diverge).

Po 34 – Postulate of translation in the absence of a corresponding translative text genre

> If a translandive lingual unit is a text composed of sentences and there is no corresponding genre of text in the translative legal reality, then a translative lingual unit shall conform to the grammatical rules of structuring texts of a closest hyper-genre with respect to the translative text existing in a translative legal reality.

Postulate 34 refers to the situation where for some reason in a target legal system there is no genre of text that exists in the source language legal system. In such instances the translator is forced to look for equivalents in texts of some hyper-genres or co-genres. For instance when translating a text of a notarial last will and testament into the language of a legal system where there are no notarial testaments, the translator may investigate the terminology, collocations and grammatical structures used in other types of last wills and testaments drafted in such target language. Analogously, if a given legal system does not allow the possibility of issuing default judgments, other judgments may serve as the source of translation units. Analogously, if there is no genre at all, one may look for equivalents in legislation or other law sources.

The next term under scrutiny is *arbitrator*. The term *arbitrator* means "a person appointed to decide on disputes which have been referred to him for settlement" (Lee 2011, 75). He is a sort of a private judge resolving a dispute. At the interlingual level the English term *arbitrator* (a person who solves disputes in the event the parties have signed the arbitration agreement or want to solve the dispute amicably (Lee 2011, 75)) has two potential equivalents in the Polish language that is: *arbiter* and *sędzia sądu polubownego*. Both Polish terms are used in legal language. What is more, both are used in the Polish Code of Civil Procedure and the legislator introduces them as synonymous by providing a typical bracket definition. They have the same referential meaning as the English term, therefore the relation of synonymy holds between them.

Table 4. Intra- and inter-systemic relation of synonymy at the intra- and inter-lingual level (source: Matulewska 2016a)

Synonyms: / Dimension:	*arbitrator*	*arbiter* 'arbitrator'	*sędzia sądu polubownego* 'arbitrator'
Legal lect	yes	yes	yes
Common etymology	yes	yes	no

Thus, it may be assumed that both are sufficient equivalent and may be used interchangeably despite the fact that they differ with respect to the dimension of etymology. It happens so because the dimension of etymology rarely is a decisive factor in legal translation practice and as a rule may be considered an accidental feature of a term.

Consequently, on the basis of the observation of the legilinguistic translational reality of Alternative Dispute Resolution (ADR) law in British English and Polish we may formulate the following particular legilinguistic postulate:

> ***Postulate***: If in the English ADR law text the term *arbitrator* is used as the name for the relationship binding the parties to one of ADR procedure, then it is translationally equivalent to the Polish terms *arbiter* or *sędzia sądu polubownego*.

Consequently, the following directive may be inferred on the basis of the postulate:

> ***Directive***: If in the English ADR law text the term *arbitrator* is used as the name for the relationship binding the parties to one of ADR procedure, then it must be translated into Polish as *sędzia sądu polubownego* or *arbiter*.

The directive is also in compliance with all postulates quoted above.

Parameter of time of text creation – synonymous terms in a diachronic perspective

Diachronic changes may be observed in all languages. One of the well-known examples of such changes is the replacement of the term *plaintiff* in Great Britain with the term *claimant* at the end of the 90ties. As Gubby (2004, 48) claims "the one bringing an action is now referred to as claimant in English proceedings and the term plaintiff is no longer in use under the new civil procedure rules." When discussing the term plaintiff Gubby (2004, 53) points out that it is "the term still in use in the USA to indicate one bringing an action." Thus, at the interlingual level if the term *powód*, meaning a person submitting a claim to the court to have some legal proceeding instituted, is to be translated into British English, the translator has to make a decision whether to use in his or her translation the term *claimant* or *plaintiff*. The time of text creation helps choose the term which is used at a given moment which in turn enables to eliminate terms not sufficiently equivalent for instance because they are outdated (obsolete or even archaic).

Table 5. Intrasystemic relation of synonymy at the intralingual level

……Synonyms: / Dimension:	*claimant*	*plaintiff*
Used in UK at present:	yes	no

Consequently, on the basis of the observation of the legilinguistic translational reality of civil procedure law in British English and Polish we may formulate the following particular legilinguistic postulate:

> ***Postulate***: If in the Polish civil procedure law text the term *powód* is used as the name for the party instigating the proceedings, then it is translationally equivalent to the British English term *claimant*.

Taking into account the process of terminology archaization we may also formulate the following postulate:

> ***Postulate***: If there is more than one sufficiently equivalent term, the one which is used at the time of source text creation is closest

with respect to the dimension of the time of text creation and its binding force.

The binding force of the term refers to the dimension of being obsolete with respect to the laws in force at a given time. Or in other words it informs the translator whether the term may be found in laws binding at a given moment of time in a given country or whether the term is obsolete and was repealed or replaced with some other term. Consequently, the following directive may be inferred on the basis of the postulate:

> ***Directive***: If in the Polish civil procedure law text the term *powód* is used as the name for the party instigating the proceedings, then it must be translated into British English as *claimant*.

The directive is also in compliance with the postulates quoted above.

Parameter of text genre. Legal-genre dependent synonymy

It seems necessary to take into account genre variation at the level of terminology, as well as collocations and grammatical structures for the purpose of communicatively effective legal translation. Furthermore, the research carried out in this respect in Poland (Kielar 1973, 1977; J. Wróblewski 1984, 1987; Kielar & Miler 1993; Kielar & Lewandowska 1999; Wronkowska & Zieliński 1993, 1997, 2004; Choduń 2006a, 2006b, 2007; Jopek-Bosiacka 2006, 2010; Matulewska 2007; Biel 2014; Goźdź-Roszkowski 2012), with the first book published in 1948 (B. Wróblewski), and abroad (Hexner 1941; Mellinkoff 1963,1982; Garner 1995, 2002, 2004; Tiersma 1999; Yankova 2003; Alcaraz Varó & Hughes 2002), provides some valuable insights into variation of legal languages with respect to terminological difference between statutory instruments and other legal genres. For instance, in Poland, borrowings from Latin are not used by the legislator. However, they are frequently used by lawyers formulating texts in other legal genres.

Analogously, in the Sales of Goods Act 1979 (UK) the parties to the contract of sale are called *seller* and *buyer*:

Contract of sale
2Contract of sale.
(1)A contract of sale of goods is a contract by which the seller transfers or agrees to transfer the property in goods to the buyer for a money consideration, called the price.

The Consumer Rights Act 2015 uses the same terms: *seller* and *buyer* (cf. section 90)

(1) This section applies where a person ("the ***seller***") re-sells a ticket for a recreational, sporting or cultural event in the United Kingdom through a secondary ticketing facility. (2) The ***seller*** and each operator of the facility must ensure that the person who buys the ticket ("the ***buyer***") is given the information specified in subsection (3), where this is applicable to the ticket.

whereas in contracts we may find the following synonymous pairs *buyer* and *purchaser* as well as *vendor* and *seller*.[6]

THIS DEED OF CONVEYANCE is made at ... this... day of.,.. between Mr. 'A' of... (hereinafter referred to as the ***'Vendor'***) of the One Part, and Mr. 'B' of ... (hereinafter referred to as 'the ***Purchaser'***). of the Other Part;…[7]

The following equivalents may be found for the *buyer* and *seller* in the Polish Civil Code: *kupujący* and *sprzedawca* respectively:

Art. 535. Przez umowę sprzedaży ***sprzedawca*** zobowiązuje się przenieść na ***kupującego*** własność rzeczy i wydać mu rzecz, a ***kupujący*** zobowiązuje się rzecz odebrać i zapłacić ***sprzedawcy*** cenę.

Art. 535. By a contract of sale the ***seller*** is obliged to transfer to the ***buyer*** the ownership to the thing and deliver it to the ***buyer***, and the ***buyer*** shall collect the delivered thing and pay the ***seller*** the price. [Translated by AM]

At the same time the analysis of contracts of sale, being a legal genre, reveals that the following terms are used to name the *seller*: *sprzedawca* 'seller, vendor', *sprzedający* 'selling person', *sklep* 'shop'. At the same time the *buyer* is called *kupujący* 'buyer, purchaser' or *klient* 'client,

[6] The variety of terms used was revealed by the analysis of original English-language contracts of sale gathered by the author.

[7] A fragment of the *Deed of conveyance* from the collection of original contracts of sale gathered by the author.

customer'.[8] Thus, it may be assumed that the English pairs *buyer-seller* and *purchaser-vendor* are synonymous at the intralingual level. Analogously the Polish pairs *kupujący-sprzedawca*, *kupujący-sprzedający* are synonymous at the intralingual level.

Table 6. Intrasystemic relation of synonymy at the intralingual level

Synonyms: / Dimension:	*sprzedawca* 'seller'	*sprzedający* 'seller'	*shop* 'shop'
Text genre: legislation	yes	no	no
Text genre: contract	yes	yes	yes

Moreover, it should be stressed here that the morphological structure of the terms designating the parties to the contract in the Polish language (that is to say respectively *kupujący* 'buyer' and *sprzedający* 'seller') may be misleading to some extent. The translator aiming at parallelism of structures may be prone to use nouns with the same ending instead of using the pair of terms from texts of the same genre. At the same time, in that instance the mixture of terms with respect to the dimension of genre (or using terms complementary with respect to the dimension of genre) is not going to cause any miscommunication problems as the meanings of terms are referentially absolutely synonymous, and the pragmatic meaning is of secondary importance in that particular case.

Consequently, on the basis of the observation of the legilinguistic translational reality of contract law in British English and Polish we may formulate the following particular legilinguistic postulate:

> ***Postulate***: If in the English contract law text the term *seller* is used as the name for one of the parties to a contract of sale, then it is translationally equivalent to the Polish terms *sprzedawca* or *sprzedający*.

[8] The variety of terms used was revealed by the analysis of original Polish contracts of sale gathered by the author.

> ***Postulate***: If in the English contract law text the term *contract of sale* is used as the name for the relationship binding the parties to a legal relation of sale, then it is translationally equivalent to the Polish term *umowa sprzedaży*.

Consequently, the following directive may be inferred on the basis of the postulate:

> ***Directive***: If in the English contract law text the term *seller* is used as the name for one of the parties to a legal relation of sale, then it should be translated into Polish as *sprzedawca* or *sprzedający*.
>
> ***Directive***: If in the English contract law text the term *contract of sale* is used as the name for the relationship binding the parties to a legal relation of sale, then it must be translated into Polish as *umowa sprzedaży*.
>
> ***Directive***: If in the English contract law text the term *contract of sale* is used as the name for the relationship binding the parties to a legal relation of sale, then it should not be translated into Polish as *umowa kupna-sprzedaży*.

The directive is also in compliance with all postulates quoted above.

The Polish and English pairs are synonymous at the interlingual level for the purpose of legal translation. However, a more detailed analysis may reveal a tendency of using more frequently one of those pairs in a specific type of contracts of sale. It should be underlined here that it is possible to make the sub-dimensions (if need be) for specific types of contracts of sale.

Parameter of branch of law. Branch-of-law-dependent synonymy

Under Civil Procedure Rules (CPR) in the UK the parties to the proceedings in family matters where equity is usually applied are called in English *petitioner* (the person who brings a petition against somebody) and *respondent* (a person against whom a claim in the form of a petition is brought or a party to an application, or a party to an appeal (cf. Cunningham-Hill & Elder 2015, 149; CPR 23.1). If common

law is applied the parties are called differently for instance *claimant* (cf. CPR Practice Direction 16.2.6) and *defendant* (the party against whom someone brings the proceedings cf. CPR 2.3.(1)). In Poland a party against whom the proceedings are brought in civil law is called *pozwany* if the proceedings are litigious (cf. the Polish Code of Civil Procedure), whereas in criminal law such a person is called *oskarżony* 'the accused' (cf. the Polish Code of Criminal Procedure). In English criminal law a person accused of committing a crime is called a *defendant* (Criminal Procedure Rules).

Consequently, on the basis of the observation of the legilinguistic translational reality of civil and criminal procedure law in British English and Polish we may formulate the following particular legilinguistic postulate:

> ***Postulate***: If in the English civil procedure law text the terms *claimant* or *plaintiff* are used as the name for the party instigating the proceedings, then they are translationally equivalent to the Polish term *powód*.
>
> ***Postulate***: If in the English civil procedure law text the terms *defendant* or *respondent* are used as the name for the party to the proceedings, then they are translationally equivalent to the Polish term *pozwany*.
>
> ***Postulate***: If in the English criminal procedure law text the term *defendant* is used as the name for the party to the criminal proceedings, then it is translationally equivalent to the Polish term *oskarżony*.

Consequently, the following directive may be inferred on the basis of the postulate:

> ***Directive***: If in the English civil procedure law text the terms *claimant* or *plaintiff* are used as the names for the party instigating the proceedings, then it must be translated into Polish as *powód*.
>
> ***Directive***: If in the English civil procedure law text the terms *defendant* or *respondent* are used as the names for the party to

the proceedings, then they should be translated into Polish as *pozwany*.

Directive: If in the English civil procedure law text the term *defendant* is used as the name for the party to the proceedings, then it must not be translated into Polish as *oskarżony*.

Directive: If in the English criminal procedure law text the term *defendant* is used as the name for the party to the criminal proceedings, then it must be translated into Polish as *oskarżony*.

The directives are also in compliance with all postulates quoted above.

To sum up, at the interlingual level if the term *powód*, meaning a person submitting a claim to the court to have some legal proceeding instituted, is to be translated into English the translator has to make a decision whether to use in his translation the term *claimant* or *plaintiff* or *petitioner*.

Taking into account the dimension of target language variant we may draw the following directives:

Directive: If the translation is rendered for the British readership then the obvious solution should be the term *claimant* as it is in the language variant used by translation recipients.

Directive: If the translation is rendered for the USA readership then the obvious solution should be the term *plaintiff* or *petitioner* as it is in the language variant used by translation recipients.

However, the problem remains what to do with the term *petitioner*. *Petitioner* is a person submitting a claim to the court to have some specific legal proceedings instituted, for instance divorce proceedings, succession-law related proceedings, etc. Additionally, the term petitioner is polysemous as it also refers to the person instituting non-litigious proceedings. Thus, the terms differ with respect to the branch or even sub-branch of law as well. Therefore, parametrization of those three terms (*claimant, plaintiff, petitioner*) provides us with a list of features which help differentiate terms with similar but not identical referential and pragmatic meanings in a very systematic way.

Chapter 4.

Polysemy in legilinguistic translatology

Polysemy is a semantic relation very troublesome from the perspective of translators and interpreters which may lead to numerous miscommunication probems. Matthews (2005, 285) defines polysemy as "the case of a single word, having two or more related senses". It is frequently understood as "the association of two or more related senses with a single linguistic form" (Taylor 1995 in Cuyckens/Zawada, 1997, xi). In this work polysemy is considered to be a relation binding at least two terms.

> "The relation of **polysemy** binds terms belonging to the same part of speech, having the same spelling, the same pronunciation, the same etymology but more than one meaning where the meanings of the term are conceptually and historically related. In linguistics the distinction is made between polysemy and homonymy. The relation of **homonymy** binds two terms belonging to the same part of speech, having the same spelling, frequently the same or very similar pronunciation but differing in meaning and etymology. In the case of legal translation the aim of the translator is to render the target text having the same meaning and legal effect as the source text and in view of that fact that etymology is of secondary importance. Moreover, it should be borne in mind that in the case of legal terminology, the relation of polysemy prevails. It is especially visible when we analyze EU terminology as terms from national legal systems are used by terminologists who modify their meanings so that they fit the EU's communicative needs. For the needs of this paper the term **polysemy** will be used in reference to the terms belonging to the same part of speech, having the same spelling, the same pronunciation but more than one meaning." (Matulewska 2016b, 73)

Sourioux and Lerat (1975, 94-96 in Matulewska 2013, 163) make a distinction into legal and linguistic polysemy giving the following examples:

> *"French amendement* is classified as linguistic polysemy as one meaning relates to law 1. amendment (of a bill), and the second one to a different LSP 2. soil fertilization (agriculture). *French action* is classified as legal polysemy

> as it has different meanings related to different branches of the law: 1. share 2. a civil or criminal judicial proceedings."

The dimensions referring to lects and branches of law in fact help to identify linguistic and legal polysemy. Let us illustrate the problem discussing three polysemous terms in the English language first, and then terms having more than one meaning in the Polish language.

The research carried out since 2001 has revealed that the following three terms *estate*, *claim*, *assets* are incredibly difficult for Polish English translators due to the their extremely polysemous nature. First of all let us analyse the term *estate*. This term has a number of meanings depending on the branch of law in which it is used. In general it refers to the property owned or held by a given person. Therefore at the intralingual level it may be considered hypernymous with respect to its sub-meanings (1-3 listed below). However, at the interlingual level it has no equivalent for the hypernym but has sufficient TLOT equivalents for its co-hyponyms. In the law of succession the *estate* is the property of the deceased that is to be inherited by his successors (sub-meaning 1). The Polish equivalent of this term is *masa spadku* (cf. The Polish Civil Code). In the insolvency law the term means the property of the insolvent debtor that is to be liquidated in order to satisfy his creditors (sub-meaning 2, cf. Insolvency Act 1986 with respect to the legal system of England and Wales). The Polish equivalent of this term is *masa upadłości*. Under the law of property the *estate* is some sort of right one may have in relation to land (sub-meaning 3) for instance

> "the fee simple, fee tail, and life estate are freehold estates. Freehold was the highest form of holding under feudal tenure. The leasehold interests are not freehold because in the early feudal system they were not considered to be estates at all but merely personal contracts. The important difference between freehold and nonfreehold estates is that a freeholder in possession has 'seisin'[9], whereas a leaseholder has only possession". (Dukeminier 2002, 74).

The only estates permissible under property law provisions are right now the fee simple, the fee tail (no longer allowed in the UK under Property Acts, but still allowed in some states of the United States of America), the life estate and the leasehold estates (cf. Dukeminier 2002, 74).

[9] „Seisin was an important concept in feudal times. A person seised of the land was responsible for the feudal services, and feudal incidents (taxes) were due on the death of a person holding seisin (a freehold tenant in possession)." (Dukeminier 2002, 74).

Table 7. Intrasystemic relation of polysemy at the intralingual level

Sub-branch of civil law	*estate* (sub-meaning 1)	*estate* (sub-meaning 2)	*estate* (sub-meaning 3)
Law of succession	yes	no	no
Law of insolvency	no	yes	no
Law of property	no	no	yes

However, there is a wide variety of estates one may have in land. Thus, we may enumerate many further sub-meanings of the term. For instance, *life estate* is the estate vested into someone for the period of his or her life. In other words "Life estate has the potential duration of one or more human lives" (Dukeminier 2002, 74). In the English legal system one may encounter a few types of life estates: (i) for life of grantee, (ii) *pur autre vie*, (iii) in a class, and finally (iv) defeasible life estates. The first type is granted for the life of the grantee. The second type is granted for the length of a life of a third person. The third type is given for the duration of life of a group of people e.g. someone's children. Finally, the fourth type is granted with the possibility to terminate it "subject to the condition subsequent, or subject to an executory limitation" (Dukeminier 2002, 89-90).

However, those sub-meanings are usually made precise by pre-modifications of the core noun *estate*, thus they will not be discussed here in more detail. They may however, be troublesome if the term *estate* is used for the purpose of language economy (but that case will be discussed when elaborating on the Polish term *spółka* below (in the chapter devoted to the relation of hypernymy).

The Polish equivalent for *life estate* in general wide sense could be *dożywocie* in the civil law. However, there are no terms denoting the legal relations (i)-(iv) constituting sub-types of life estate. Thus for those terms the translator needs to coin equivalents using the techniques of providing equivalents for not equivalent or partially equivalent terminology.

By the way, the Polish term *dożywocie* has two meanings depending on the branch of law that is to say the meanings of the term are different in civil and criminal law. Under the civil law provisions it is a right of a natural person to use and enjoy one's property for the period of life of

the property holder – *life estate* (Radwański & Panowicz-Lipska 2005, 283-297). Under criminal law provisions *dożywocie* means a *life imprisonment*.

Table 8. Intra- and inter-systemic relation of polysemy at the intra- and inter-lingual level

Branches of law	*dożywocie* 'life estate' (meaning 1)	*dożywocie* 'life imprisonment' (meaning 2)	*life estate*	*life imprisonment*
Criminal law	no	yes	no	yes
Civil law	yes	no	yes	no

> ***Directive***: If in the Polish civil procedure law text the term *dożywocie* is used as the name for the document instigating the proceedings, then it should be translated into English as *life estate*.
>
> ***Directive***: If in the Polish criminal procedure law text the term *dożywocie* is used as the name for the penalty, then it should be translated into English as *life imprisonment.*

Each of those *estates* is going to be translated in the language of the civil law system by referring to various legal relationships binding parties to various types of contracts in which the rights to things are transferred from one person to another.

The next term which may be considered polysemous with respect to the dimension of the branch of law in interlingual communication is *assets*. *Assets* are defined as "property owned by a person or company that has monetary value (Gubby 2004, 199). However, the term may be used in a general sense as the property owned by someone (hypernymic sense) or in specific senses (hyponymic ones). Under succession law *assets* are also specific pieces of property constituting the succession *estate* (sub-meaning 1). The Polish equivalent of the term is the term *składniki majątku (wchodzące w skład masy spadku)*. Analogously under insolvency law *assets* are specific property constituting the insolvency estate (sub-meaning 2). The Polish equivalent of the term is

składniki majątku (wchodzące w skład masy upadłości) (cf. Bednarek 1997, 30ff). In the language of property law they constitute items of someone's property (sub-meaning 3), for instance in the language of family law with respect to proprietary relations they constitute for instance the property of the husband and wife which may be subject to division on divorce or separation (cf. Pritchard 1981, 54-61, 69-92). The Polish equivalent in that context is the term *składniki majątku* or *składniki majątkowe*. In the language of economy *assets* are listed as the property owned by the enterprise and are included in the financial statements (sub-meaning 4). They are listed next to *liabilities* (called in the Polish language *pasywa*) that is to say obligations that the enterprise is supposed to satisfy with respect to its creditors. The Polish equivalent of the term *assets* in the lect of economy is *aktywa*.

Table 9. Potential meanings of the term *assets* in the English legal language with respect to the dimension of the branch of law

Branches and sub-branches of law	*asset* (sub-meaning 1)	*asset* (sub-meaning 2)	*asset* (sub-meaning 3)	*asset* (sub-meaning 4)
Succession law	yes	no	no	no
Insolvency law	no	yes	no	no
Law of property	no	no	yes	no
Law of accounting	no	no	no	yes

Table 10. Potential equivalents for the term *assets* in the Polish language taking into account the dimension of the branch of law

Branches and sub-branches of law	*składniki masy spadku* 'assets of the succession estate' (sub-meaning 1)	*składniki masy upadłości* 'assets of the insolvency estate' (sub-meaning 2)	*składniki majątku* 'assets'(sub-meaning 3)	*aktywa* 'assets' (sub-meaning 4)
Succession law	yes	no	no	no
Insolvency law	no	yes	no	no
Law of property	no	no	yes	no
Law of accounting	no	no	no	yes

When taking into account the dimension of lect the following meanings of the term *assets* may be enumerated:

1. Advantages or pros in the vernacular language, and
2. Items constituting some property in legal language.

Having analysed the Council Regulation (EC) No 1346/2000 of 29 May 2000 on insolvency proceedings Matulewska and Nowak (2007, 34) point out that translators fall prey of such semantic relations in translation and mistranslate such terms:

> "In Article 4(2)(b) of the Regulation the terms *the assets which form part of the estate* (French: *les biens qui font objet du dessaisissement*) was translated into Polish in the following way: *aktywa, stanowiące część nieruchomości*, instead of *składniki majątku wchodzące w skład masy upadłości*. The English term *assets* was translated into the Polish language of accounting instead of the language of insolvency, and that is why there is *aktywa*, instead of *majątek* or *składnik majątku*. And the term *estate*, was mistaken with the term *real estate*, and translated as *nieruchomość*, despite the fact that in the context of insolvency it is *the (insolvent) debtor's estate* or *bankruptcy estate* and thus it should be translated as *masa upadłości* or *majątek dłużnika* (again translating from the French or German would have helped to avoid this error). The meaning has been changed in both cases."

Thus the following directives may be formulated

> ***Directive***: If in the Polish succession or insolvency or property law text the term *składnik majątku* is used, then it should be translated into English as *asset* and respectively if in the English succession or insolvency or property law text the term *asset* is used, then it should be translated into Polish as *składnik majątku.*
>
> ***Directive***: If in the English accounting law text the term *assets* is used, then it should be translated into Polish as *aktywa* and respectively if in the Polish accounting law text the term *aktywa* is used, then it should be translated into English as *assets*.

As already mentioned the next term which will be analysed with respect to the relation of polysemy is a *claim*.

When taking into account the dimension of lect the following exemplary meanings of the term *claim* may be enumerated:

1. a demand or statement of someone's opinion in the vernacular language (meaning 1),
2. a piece of land (a lot, a parcel) for mining purposes in the language of mining industry (Black 1968, 314) (meaning 2),
3. a right to something in the most general sense (meaning 3).

But as in legal language the term has several meanings they will be discussed separately because within meaning 3 of the term we may enumerate for instance further sub-meanings:

a. a legal demand submitted to the court to have one's rights respected or "a demand for compensation" (Black 1968, 314),
b. "In patent law, specification by applicant for patent of particular things in which he insists his invention is novel and patentable" (Black 1968, 314), etc.

Table 11. Intrasystemic relation of polysemy at the intra-lingual level

Lects	*claim* (meaning 1)	*claim* (meaning 2)	*claim* (meaning 3)
Vernacular lect	yes	no	no
Mining industry lect	no	yes	no
Legal lect	no	no	yes

To illustrate the problem let us resort to three specific sub-meanings of the term *claim*. In legal lect we may distinguish the following three meanings depending on the branch and sub-branch of law. In procedural law it is a demand of the creditor enforced against the debtor (sub-meaning 3a below). The Polish equivalent for that term is *roszczenie*. It may also mean a procedural writ starting civil litigious proceedings in the United Kingdom, which is also called a petition (sub-meaning 3b below). The Polish equivalent for that term is *pozew*. In insolvency law the term refers to the demand for the payment of the debt by the insolvent debtor enforced by the creditor who wants it to become satisfied (sub-meaning 3c below). The Polish equivalent for that term is *wierzytelność*.

Table 12. Intra- and inter-systemic relation of polysemy at the intra- and inter-lingual level

sub-branches of law	*claim* (meaning 3a)	*claim* (meaning 3b)	*claim* (meaning 3c)	*roszczenie* 'claim'	*pozew* 'claim, petition, complaint'	*wierzytelność* 'claim, receivable debt'
Substantive civil law	yes	no	no	yes	no	no
Civil procedure	no	yes	no	no	yes	no
Insolvency law	no	no	yes	no	no	yes

Translators of EU Regulation made a mistake when rendering the Polish language version as "the English term *the claims* (French *les créances*) was translated into Polish in the following way: *roszczenia* instead of *wierzytelności*." (Matulewska & Nowak 2007, 35) The mistake probably resulted from the fact that the translator did not know the terminology of the law of insolvency.

Consequently, the following directives may be formulated:

Directive: If in the English civil procedural law text the term *claim* is used, then it should be translated into Polish as *pozew* or *roszczenie.*

Directive: If in the English civil procedural law text the term *claim* is used as the name of the document submitted to start a litigious peocedure, then it should be translated into Polish as *pozew.*

Directive: If in the English insolvency law text the term *claim* is used, then it should be translated into Polish as *wierzytelność.*

Directive: If in the English civil substantive law text the term *claim* is used, then it should be translated into Polish as *roszczenie.*

The Polish language term *żądanie pozwu* 'the relief asked in a claim or complaint' is also sometimes translated into the English terms *claim* and *complaint*. It is, however, disputable whether that hypernymous terms may be safely used without the change of the meaning of the translated text. That strategy has been applied by the translators of the Polish Code of Civil Procedure which as a consequence has resulted in the ambiguity of that piece of legislation. What is more the principle of terminological cohesion has been infringed as the term *żadanie* is translated in article 100 as *claim* and in article 101 as *complaint.*

> Art. 100. W razie częściowego tylko uwzględnienia ***żądań*** koszty będą wzajemnie zniesione lub stosunkowo rozdzielone. Sąd może jednak włożyć na jedną ze stron obowiązek zwrotu wszystkich kosztów, jeżeli jej przeciwnik uległ tylko co do nieznacznej części swego ***żądania*** albo gdy określenie należnej mu sumy zależało od wzajemnego obrachunku lub oceny sądu.[10]

> Article 100. Where only a part of ***claims*** are awarded, costs shall be reciprocally exclusive or proportionally shared. However, the court may oblige one of the parties to reimburse all costs if the adverse party lost only a minor part of his

[10] http://lex.amu.edu.pl.015e98wt022d.han.amu.edu.pl/lex/index.rpc?&fromHistory=false#content.rpc--ASK--nro=18485520&wersja=9&=&fullTextQuery.query=pozwu&reqId=1499860043143_1456756390&class=CONTENT&loc=4&full=1&hId=6

claims or where the amount due to the latter party depends on reciprocal calculation or evaluation by the court.[11]

Art. 101. Zwrot kosztów należy się pozwanemu pomimo uwzględnienia powództwa, jeżeli nie dał powodu do wytoczenia sprawy i uznał przy pierwszej czynności procesowej ***żądanie pozwu***.[12]

Article 101. Costs shall be reimbursed to a defendant despite a complaint being upheld, if the defendant gave no reason to start a case and recognized the ***complaint*** at the originating procedural action.[13]

The example presented above illustrates the problems translators have with polysemous terminology and the fact that they sometimes resort to hypernymous terminology to avoid coining or modifying TL terms.

It should be stressed here that the relation of polysemy and hypernymy-hyponymy frequently co-occur at the interlingual level when terms in the source language are compared with terms in the target language for the purpose of finding sufficient equivalents. That is for instance the case of the term *estate* which at the intralingual level is bound by the relation of hypernymy-hyponymy with particular types of estates such as *succession estate*, *insolvency estate*, etc. However, at the interlingual level the Polish equivalent for the term *estate* in general, hypernymous sense may be the term *mienie* 'property in a broad sense' or *majątek* 'owned property'. Hyponyms *succession estate* and *insolvency estate* have the following equivalents in Polish *masa spadku* 'succession estate' and *masa upadłości* 'insolvency estate' respectively. Thus analysing the Polish language equivalents for the term *estate*, it may be considered interlingually polysemous.

[11] http://lex.amu.edu.pl.015e98wt022d.han.amu.edu.pl/lex/index.rpc?&fromHistory=false#content.rpc--ASK--nro=18485520&wersja=9&=&fullTextQuery.query=pozwu&reqId=1499860043143_1456756390&class=CONTENT&loc=4&full=1&hId=6

[12] http://lex.amu.edu.pl.015e98wt022d.han.amu.edu.pl/lex/index.rpc?&fromHistory=false#content.rpc--ASK--nro=18485520&wersja=9&=&fullTextQuery.query=pozwu&reqId=1499860043143_1456756390&class=CONTENT&loc=4&full=1&hId=6

[13] http://lex.amu.edu.pl.015e98wt022d.han.amu.edu.pl/lex/index.rpc?&fromHistory=false#content.rpc--ASK--nro=18485520&wersja=9&=&fullTextQuery.query=pozwu&reqId=1499860043143_1456756390&class=CONTENT&loc=4&full=1&hId=6

Chapter 5.

Hyponymy in legilinguistic translatology

The next relation that will be analysed here is hyponymy which:

> "binds two terms if the meaning of one of them, called the hyponym, is included in the meaning of the other, called the hypernym. In other words, it is a relationship of inclusion – or it may be said that hyponym has a more specific meaning than a hypernym. Hypernyms are also called superordinates, as they have a more general meaning than hyponyms, and they signify more general concepts. If a given hypernym is bound by the relation of inclusion with more than one hyponym, such hyponyms having one hypernym are called co-hyponyms." (Matulewska 2017b, 305).

Let us now illustrate the parametric approach by comparing terminology used in topically and structurally comparable parts of British and Polish winding-up petitions with respect to relevant dimensions. At the terminological level, the dimensions help compare two interlingual units (terms, phraseological units, other terminological expressions) in order to determine whether the relation of sufficient equivalence holds between them. Additionally, it is possible to decide whether the terms are permissibly complementary or sufficiently convergent with respect to a given dimension. Table 1 presents the comparison of the English term *petitioner* with its two potential Polish equivalents *wnisokodawca* and *powód*.

Table 13. Properties acquired from selected dimensions by the terms *petitioner*, *wnioskodawca* and *powód*.

		petitioner	*wnioskodawca*	*powód*
1.	the author of the text	lawyer (solicitor) representing petitioner or petitioner	petitioner or lawyer representing him	petitioner or lawyer representing him
2.	text delivery form	written	written	written
3.	text status	valid	valid	valid
4.	branch of law	insolvency law	civil law in general (also insolvency law)	civil law in general (but not insolvency law)
5.	text genre	petition in non-litigious proceedings	petition in non-litigious proceedings	petition in litigious proceedings
6.	language variety	British English	not applicable as Polish has no varieties	not applicable as Polish has no varieties
7.	lect	language of law (common law procedure)	language of law (civil law procedure)	language of law (civil law procedure)
8.	text legal reality	common law	civil law	civil law

As can be seen from table 1, two possible Polish equivalents differ with respect to dimensions 4 and 5. As far as the dimension of the branch of law is concerned both Polish terms are used in broadly understood civil law, but when narrowed down to insolvency law only one of two terms is used that is *wnioskodawca*. Additionally dimension 5 text genre limits our choice again to *wnioskodawca* as this term is used in non-litigious proceedings in Poland (Zedler 2011). The dimensions listed in

the table are general and basic. On many occasions they are sufficient to decide which target language term is sufficiently equivalent for the purpose of translating the source language term. Sometimes, however, it may be necessary to compare source and target language terms with respect to some additional dimensions to determine the relation of sufficient equivalence. And consequently, dimensions may be used to calculate the distance between source and target language terms, that is to determine the extent of divergence of terms and whether they diverge essentially or marginally from the translation recipients' point of view.

On the basis of the observation of the legilinguistic translational reality of winding-up petitions in British English and Polish we may formulate the following particular legilinguistic postulates:

> ***Postulate***: If in the English winding-up petition the term *petitioner* is used as the name for the party filing the winding-up petition, then it is translatively equivalent to the Polish term *wnioskodawca*.
>
> ***Postulate***: If in the English petition for payment the term *petitioner* is used as the name for the party filing the winding-up petition, then it is translatively equivalent to the Polish term *powód*.

Consequently, the following directive may be inferred on the basis of the postulate:

> ***Directive***: If in the English winding-up petition the term *petitioner* is used as the name for the party filing the winding-up petition, then it must be translated into Polish as *wnioskodawca*.
>
> ***Directive***: If in the English petition for payment the term *petitioner* is used as the name for the party filing the winding-up petition, then it must be translated into Polish as *powód*.

False friends emerging from synonymy or hyponymy

There are also numerous situations in which the context in which the terms are used makes them synonymous. Language users as a result of linguistic conclusion can successfully identify two terms as synonymous. It often happens when a hypernym is used in the meaning of a hyponym. For instance a legislator may use in a statute in a part

devoted to joint-stock companies the term a *company* instead of repeating the term *a joint stock company*. It results from the tendency to language economy. Analogous situations may be found in academic papers or books.

The second instance is when instead of proper noun a common noun is used or vice versa. It happens so for instance in petitions when the petitioner and the opponent party or participant in proceedings are denominated with their names (frequently even addresses) and names of functions they play in proceedings.

> TO THIS HONOURABLE COURT: I hereby petition for a decree of divorce from the ***Respondent*** spouse on the grounds and circumstances following: (…)
>
> Wnoszę:
> 1. o zasądzenie od ***pozwanego Antoniego Krupskiego*** na rzecz ***powoda Jerzego Kraski*** kwoty 8 000, 00 zł (osiem tysięcy złotych), z ustawowymi odsetkami od dnia 20 lutego 1998 roku do dnia zapłaty,
> 2. o zasądzenie od ***pozwanego*** na rzecz ***powoda*** kosztów procesu według norm przepisanych;
> 3. o nadaniu wyrokowi rygoru natychmiastowej wykonalności.
> Nadto wnoszę o:
> 4. o przeprowadzenie rozprawy także pod nieobecność ***pozwanego***,
> 5. o wezwanie na rozprawę i przesłuchanie jako świadków:
> a. Bogumiła Ślęzaka, zam. w Gołonicy, ul. Gnieźnieńska 15/20,
> b. Waldemara Woźniaka, zam. w Kcyni, ul. Żnińska 14b.
> [I petition/pray to:
> 11) have the sum of eight thousand Polish zlotys (PLZ 8 000.00) with statutory interest accruing from February 29th, 1998 to the day of payment awarded from the Defendant to the Petitioner,
> 12) have the costs of proceedings awarded from the Defendant to the Petitioner according to the prescribed rates, and
> 13) have the judgment made immediately enforceable.
> Further, I petition to:
> 14) have the case also heard in the event of the Defendant's absence,
> 15) have the following witnesses summoned and heard:
> g. Bogumił Ślęzak, residing in Gołonica, ul. Gnieźnieńska 15/20,
> h. Waldemar Woźniak, residing in Kcynia, ul. Żnińska 14b.]

An analogous situation happens in testaments when the testator and successors are frequently referred to either by their names and surnames and names of functions.

In both situations at the interlingual level it is crucial to properly interpret those terms in a specific context in which they occur. Otherwise there is a risk of using hypernymous or hyponymous terms

in the target language which may not be equally well exploited in the process of communication. Therefore, in order to convey the meaning of the Polish term *spółka* one has to use a string of two English terms (a phrase) denoting forms of business organizations: *partnership and company*[14]. However, the context may modify the meaning of the term *spółka* and then it may be translated into *partnership* or *company*. In brief,

> "A partnership arises where two or more people go into business together. There is little or no formality attached to this and a partnership is created simply by agreement between the parties. (…) Partners are accountable to each other and so must agree on decisions affecting the operation of the partnership" (Taylor 2015a, 5).

They bear liability for the partnership's liabilities with all their private property. On the other hand, companies are created as a result of incorporation "where the relevant documentation is submitted to Companies House" (Taylor 2015a, 6). People incorporating the company usually become its promoters and first shareholders. They bear no liability for the companies liabilities with all their private property but only up to the amount of the contributed shares. The closest Polish equivalent for the term *partnership* is the term *spółka osobowa*. The closest Polish equivalent for the term *company* is the term *spółka kapitałowa*. This situation is visible when translating the Polish code regulating the operation of such forms of business entities which is titled *Kodeks spółek handlowych* and which should be translated as *Code of Commercial Partnerships and Companies*.[15] In the text of the Code, however, every sentence in which the term *spółka* is used must be closely analysed in context as sometimes it should be translated into *partnership or company*, in other times as *partnership* and of course *company*, the choice of the equivalent in one text absolutely depends on the macrostructure of the text and internal context and co-situation.

[14] Taylor (2015a, 4) claims that „The main trading structures available in England and Wales are: sole trader, partnership, private limited company (Ltd), public limited company (plc) (including 'listed companies'), limited liability partnership (LLP). Each has its own characteristics in relation to three key areas: liability, ownership and control, accountability and regulation." (In fact when analyzing the terminology of companies and partnerships may be parametrized with respect to dimensions of : liability, ownership and control, accountability and regulation.

[15] On the detailed analysis of three translations of the Polish Code of Commercial Partnerships and Companies into the English language cf. Żebrowski (2003).

Table 14. Properties acquired from selected dimensions by terms *spółka*, *spółka (osobowa)*, *spółka (kapitałowa)*, *partnership*, *company* and *corporation*.

term / dimension	*spółka* 'company and/or partnership'	spółka (osobowa) 'partnership'	*spółka* (*kapitałowa*) 'company, corporation'	*Partner -ship*	*Compa -ny*	*Corporat -ion*
being a legal person	yes	no	yes	no	yes	yes
not being a legal person	yes	yes	no	yes	no	no
legal system of UK	no	no	no	yes	yes	no
legal system of USA	no	no	no	yes	no	Yes
legal system of Poland	yes	yes	yes	no	No	No

Therefore, we may formulate the following directives:

Directive: If in the Polish legal text the term *spółka* is used in reference to entities having legal personality, then it should be translated into British English as *company.*

Directive: If in the Polish legal text the term *spółka* is used in reference to entities having legal personality, then it should be translated into American English as *corporation.*

Directive: If in the Polish legal text the term *spółka* is used in reference to entities not having legal personality, then it should be translated into British as *partnership.*

Directive: If in the Polish legal text the term *spółka* is used in reference to entities not having legal personality, then it should be translated into American English as *partnership.*

Directive: If in the Polish legal text the term *spółka* is used in reference to entities having and not having legal personality, then it should be translated into British English as *partnership or company.*

Directive: If in the Polish legal text the term *spółka* is used in reference to entities having and not having legal personality, then it should be translated into American English as *partnership or corporation.*

False friends – relation of hypernymy-hyponymy frequently misidentified as synonymy

False friends having the same etymology but differing meanings

Some terms seem to be synonymous but in fact they are not. Some of them have related meanings but are in fact the so-called false friends[16] (also called *faux amis*). The Polish-English language pair has a wide array of such terms that usually have the same etymology but whose meanings evolved differently within the ages and right now differ to such an extent that they no longer can be considered equivalent.

Among such term-pairs we may enumerate the term used in England and Wales in insolvency law *liquidator* and the Polish term *likwidator* which are graphically similar and have common etymology.

The *liquidator* is a person who is appointed in winding-up proceedings after the order is given by the court that the company is to be wound up (Insolvency Act 1986). The Polish term *likwidator* refers to a person who performs liquidation and dissolution operations in a company. It may be a partner, board member or non-member. Such a person undertakes his other responsibilities when the decision is made that the company is to be liquidated but not in the course of insolvency

[16] Two such terms have already been discussed that is to say *adopcja* 'adoption' and *przysposobienie* 'adoption'.

proceedings (the Polish Code of Commercial Partnerships and Companies of 2000). In the course of insolvency proceedings the person who performs winding-up and dissolution operations in a company is called *syndyk* (cf. the Polish Insolvency Law of 28 February 2003, cf. also Zedler 2004, Jakubecki & Zedler 2003).

Table 15. Intrasystemic relation of synonymy at the intralingual level

Term / Dimension	*liquidator*	*trustee in bankruptcy*	*syndyk* 'liquidator, trustee in bankruptcy, insolvency practitioner'	*likwidator* 'a person winding up a company that is not insolvent'
Branch of law: company law	yes	yes	yes	yes
Sub-branch of law: insolvency law	yes	yes	yes	no
Branch of law: law of partnerships	no	no	yes	no

To sum up, potential TLOT equivalents for the Polish term *syndyk* are the British (in reference to the laws binding in England and Wales) terms *liquidator* and *trustee in bankruptcy*. The *liquidator* under Insolvency Act 1986 is an insolvency practitioner responsible for winding up insolvent companies. The *trustee in bankruptcy* is responsible for bankruptcies of natural persons. The closest TLOT equivalent term for *liquidator* and *trustee in bankruptcy* in the Polish language is the term *syndyk*. However, *syndyk* is appointed in the Polish legal system for both companies and partnerships. The Polish term *likwidator* is a person who deals with winding up companies but not those which have been declared insolvent (cf. Marsh 2004; Keay & Walton 2003; Rajak 1991).

The following directives may be formulated for English-Polish translation:

Directive: If in the English insolvency law text the term *liquidator* is used as the name for the insolvency practitioner, then it should be translated into Polish as *syndyk* for distant recipients.

Directive: If in the English insolvency law text the term *liquidator* is used as the name for the insolvency practitioner, then it should be translated into Polish as *syndyk dla osób prawnych* or *syndyk dla spółek kapitałowych* for close recipients.

Directive: If in the Polish insolvency law text the term *syndyk* is used as the name for the insolvency practitioner, then it should be translated into English as *liquidator for natural and legal persons* for close recipients or *trustee in bankruptcy for natural and legal persons* or *a person acting as a trustee in bankruptcy or liquidator*.

Directive: If in the English insolvency law text the term *trustee in bankruptcy* is used as the name for the insolvency practitioner, then it should be translated into Polish as *syndyk* for distant recipients.

Directive: If in the English insolvency law text the term *trustee in bankruptcy* is used as the name for the insolvency practitioner, then it should be translated into Polish as *syndyk dla osób fizycznych* for close recipients.

Directive: If in the Polish insolvency law text the term *syndyk* is used as the name for the insolvency practitioner in general sense referring to both legal and natural entities, then it should be translated into English as *liquidator or trustee in bankruptcy* for distant recipients.

False friends resulting from the existence of system-bound terms related by synonymy or hyponymy

One should also remember about legal system dependent terms which will be called here system-bound terms which occur in legal languages used in more than one country as languages of the law. In other words such terms designate similar referents existing in legal realities of various countries. There is also a possibility that such terms will be used

with respect to one country or one region or with respect to more countries. For instance English is spoken in more than 60 countries all over the world (Cheshire 1994). The term *bankruptcy* in the USA refers to proceedings carried out against debtors unable to pay their debts no matter whether they are natural or legal persons. On the other hand, in England and Wales the term *bankruptcy* refers to proceedings carried out against individuals only (natural persons) (cf. Insolvency Act 1986, Tolmie 1998, 144-158, Tribe 2009). The European Union uses the term *insolvency* with respect to all types of persons and does not use *bankruptcy* at all (cf. Council Regulation (EC) No 1346/2000 of 29 May 2000 on insolvency proceedings; Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings). The German term *Konkurs* has been replaced recently with the EU borrowing of Latin origin *Insolvenz* (Verordnung (EU) 2015/848 des Europäischen Parlaments und des Rates vom 20. Mai 2015 über Insolvenzverfahren).

Table 16. Intrasystemic relation of synonymy at the intralingual level

Term / Dimension	*upadłość*	*insolvency* (EU)	*bankruptcy* (UK)	*winding up* (UK)	*bankruptcy* (US)
Natural person	yes	yes	yes	no	yes
Legal person	yes	yes	no	yes	yes
EU legal system	yes	yes	no	no	no
Language variety	Not applicable	EU English	British English	British English	American English

Directive: If in the English legal text the term *insolvency* is used in the European Union text, then it should be translated into Polish as *upadłość* for distant and close recipients.

Directive: If in the English legal text the term *bankruptcy* is used in the American text, then it should be translated into Polish as *upadłość* for distant and close recipients.

Directive: If in the English legal text the term *bankruptcy* is used in the British text, then it should be translated into Polish as *upadłość osób fizycznych* for distant and close recipients.

Directive: If in the English legal text the term *winding-up* is used in the British text, then it should be translated into Polish as *upadłość spółek kapitałowych* for distant and close recipients.

Directive: If in the Polish legal text the term *upadłość* is used in a text that is to be translated for European Union recipients, then it should be translated into English as *insolvency*.

Directive: If in the Polish legal text the term *upadłość* is used in a text that is to be translated for UK recipients, then it should be translated into English as *insolvency*.

Directive: If in the Polish legal text the term *upadłość* is used in a text that is to be translated for American recipients, then it should be translated into English as *bankruptcy*.

Directive: If in the Polish legal text the term *bankructwo* is used in a text that is to be translated for American recipients, then it should be translated into English as *bankruptcy*.

Directive: If in the Polish legal text the term *bankructwo* is used in a text that is to be translated for British recipients, then it should be translated into English as *bankruptcy* or *insolvency*.

The next translational unit under scrutiny is the Polish term *hipoteka* which is defined in the following way under Ustawa z dnia 6 lipca 1982 roku o księgach wieczystych i hipotece [Act of 6 July 1982 on Land and Mortgage Registers and Mortgages]:

> **Art. 65.** 1. In order to secure a debt resulting from a particular legal relation, the immovable property may be encumbered by a right under which the creditor can claim the property irrespective of whose property it became and may satisfy such claim in priority to other personal creditors of the landlord (mortgage).[17]

[17] **Art. 65.** 1. W celu zabezpieczenia oznaczonej wierzytelności wynikającej z określonego stosunku prawnego można nieruchomość obciążyć prawem, na mocy którego wierzyciel może dochodzić zaspokojenia z nieruchomości bez względu na

Sokołowski (2011, 446) actually quotes the already mentioned act:

> "A mortgage is the right of the creditor to satisfy his claim from the property that is encumbered with such mortgage, regardless of whose property it became and may satisfy such claim in priority to other personal creditors of the landlord. The property owner retains a wide array of rights, continues to possess, own, use and dispose of the property. Some restrictions apply to the property's use, because the landlord cannot allow the destruction or devastation of the immovable property. The mortgage resembles to some extent a pledge with respect to its function but it burdens an immovable and secures only pecuniary claims."

In the Polish legal system mortgages obligatorily need to be registered in the land and mortgage register.

At the interlingual level the Polish term *hipoteka* may be translated into its EU synonym *mortgage*. However, it should be borne in mind that the term *mortgage* in the British legal system is not synonymous with the Polish term but is rather hyperonymous to it.

> "The best way of securing a debt upon land is by way of a mortgage. 'Mortgage' is a strange word. It is said to derive from the ancient practice by which the borrower conveyed the land to the lender with a proviso for reconveyance, should the loan be paid upon a certain date: if the loan was not repaid on that day the land became a 'dead pledge' ('mort gage') forever to the borrower, for it became the property of the lender." (James 1972, 381).

The institution of mortgage has undergone some evolutionary changes throughout the history. Right now there are two types of mortgages that is to say legal ones and equitable ones. The legal mortgage includes the so called

> "domestic mortgage, where a person borrows money from a bank or building society to buy a house but, in return, grants the lender a fixed charge over the property. If the repayments are not made, then lender may repossess the property and sell it to satisfy the debt" (Taylor 2015a, 102).

There are also mortgages linked to life assurance policies (called endowment mortgages), life policies (called pension mortgages), interest-only mortgages and sharia compliant mortgages (offered by the Islamic Bank of Britain) (Cf. also Abbey & Richards 2015, 95-112). If the legal mortgage is not properly registered within a time limit

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to, czyją stała się własnością, i z pierwszeństwem przed wierzycielami osobistymi właściciela nieruchomości (hipoteka).

provided by the law, it becomes an equitable mortgage. As a result the creditor is no longer entitled to the priority of satisfaction of his claim before other creditors of the debtor (Duddington 2007, 165-180).

Therefore, two terms: the Polish *hipoteka* and the European Union *mortgage* are synonymous. However, two terms: the Polish *hipoteka* and the British *mortgage* may be synonymous but not necessarily. Thus, the meanings of the term *mortgage* must always be analysed in a given context with respect to a specific legal system because if used in reference to various legal systems they may no longer be synonymous which is also connected with the language variety to some extent. At this stage of research it seems that the parameter of the legal system is not completely eliminated by the parameter of the language variety as one legal system may be used in various countries (that is in various language varieties). Therefore, there are situations when one parameter is sufficient to determine which potential significators is most sufficiently equivalent. In such instances the other parameter may be considered superfluous. We may also consider in such instances the creation of a composite dimensions or a fusion of dimensions. At this stage of research, however, it seems necessary to test those options on a broader array of legal texts from all branches of law to find out which solution would be optimal. It may be possible, though, to replace two parameters of the legal system and language variety with one more detailed parameter revealing the properties of both at the same time, but it has not been tested so far in the satisfactory extent with respect to the countries where there are more official languages than one and more legal systems than one.

Chapter 6.

General clauses in legilinguistic translatology

On the one hand LSP communication aims at precision and exactness. On the other hand formulation of too precise messages may be undesirable in some instances. When talking about legislation too precise legislation would require constant amendments due to constantly changing reality in which we live. Such changes take place as a result of social, technological, political, economic and many other factors. Thus,

> "sometimes it turns out to be necessary to introduce certain words and syntagmas which have a flexible meaning. The reasons for the introduction of such terms vary. Sometimes it is a method of leaving some decisions at the judge's discretion, sometimes it is a way of making the law less harsh and more adjustable to the changes which take place on a regular basis." (Matulewska 2007, 121)

Among such terms in the Polish and English legal language we may enumerate *zasady współżycia społecznego* 'literally: principles of social co-existence, principles of social co-habitation'. The Polish term *zasady współżycia społecznego* refers to general rules of behaviour of members of society that are acceptable at a given period of time in a given place. Similarly the term public policy refers to behaviors that are considered acceptable by a wider public that is a group of people who constitute society. The problem connected with translation of such terms is that they have no definitions. Their meaning is intended to be grasped intuitively. And the interpretation of such terms is always left at the discretion of the person responsible for applying the law e.g. a judge. Thus, in the process of parametrization of such terminology we may mostly focus on the text genre in which such terms are used and the interpretation of such terms by judges in court decisions issued by them. That Polish legal term refers to exercising the minimum of commonly accepted principles of social life that are considered as proper, fair and honest conduct of a human being in social relations. It should be stressed here that the decision whether a particular behavior

is compatible with the principles of social coexistence is assessed on a case-by-case basis by the institution giving a decision in some sort of proceedings: administrative, civil or criminal. The person at whose discretion it is to decide whether a given conduct is compatible or not with the principles is required to take into account all accompanying circumstances (cf. article 5 of the Polish Civil Code). It should also be remembered that unless the case is presented to the court the principles of social co-existences are neither sanctioned nor enforced. Very frequently they are assessed in terms of human honesty and decency. If someone breaches the principles, he or she will frequently be assed in pragmatic terms by community members as a 'scoundrel' or 'scumbag'. Thus, the principles of social coexistence are part of the legal order but their infringement does not constitute a crime or offence. The concept is typical of former Soviet countries and in many other legal systems the concepts most similar to *zasady współżycia społecznego* in fact refer to ethical rules governing certain relations and noise and nuisance laws. However both *ethical rules* and *noise and nuisance restrictions*, or *statutory nuisance*[18] (UK) are hyponymic with respect to the Polish term and do not encompass the whole scope of its meaning. What is more, as there is no legal definition of the term the translator faces the challenge of translating it. One of the possibilities is to describe the vague meaning of that legal term in an unprecise manner. The other one is to resort to the equivalent coined for the purpose of interlingual communication and used in academic books and papers on legal systems in which the concept is present that is to say a calqued translation e.g. *principles of social coexistence* or *principles of community life*.

Analogously to the already discussed Polish synonymous terms *adopcja* and *przysposobienie* at the interlingual level the Polish expression *trwały i zupełny rozpad pożycia małżeńskiego* is translated as *permanent breakdown of marriage* instead of *irretrievable breakdown of marriage* (James 1972, 454). The English term in turn is translated into Polish as *nieodwracalny rozpad pożycia małżeńskiego*. Art 56 of the Polish Family and Guardianship Code states that:

[18] In order for an action to be considered a statutory nuisance under the UK laws it must affect health negatively or in an unreasonable and substantial manner it must interfere with the use or enjoyment of a home or other premises. So the following acts may be treated as a statutory nuisance: excessive noise, smells or artificial light which are disturbing for the neighbours.

> Art. 56. § 1. If the marriage has broken down irretrievably, each spouse may petition that the marriage be dissolved by divorce by the court. (translated by A. Matulewska)[19]

The Polish expression *trwały i zupełny rozpad pożycia małżeńskiego* is a general clause which is subject to court interpretation.

The legal provisions regulating divorce are included in Part 1 of the Matrimonial Causes Act 1973 ('MCA'). Section 1 of that Act states that:

> *1. Divorce on breakdown of marriage.*
> (1)Subject to section 3 below, a petition for divorce may be presented to the court by either party to a marriage on the ground that the marriage has broken down irretrievably.

Contrary to the Polish legal system, the English term is not a general clause as there are some facts proving that the breakdown of marriage has been irretrievable. In the United Kingdom one of the following facts may constitute an irretrievable breakdown of marriage: The Act lists the following five facts as constituting the irretrievable breakdown of marriage under section 1:

> (2)The court hearing a petition for divorce shall not hold the marriage to have broken down irretrievably unless the petitioner satisfies the court of one or more of the following facts, that is to say—
> (a)that the respondent has committed adultery and the petitioner finds it intolerable to live with the respondent;
> (b)that the respondent has behaved in such a way that the petitioner cannot reasonably be expected to live with the respondent;
> (c)that the respondent has deserted the petitioner for a continuous period of at least two years immediately preceding the presentation of the petition;
> (d)that the parties to the marriage have lived apart for a continuous period of at least two years immediately preceding the presentation of the petition (hereafter in this Act referred to as "two years' separation") and the respondent consents to a decree being granted;
> (e)that the parties to the marriage have lived apart for a continuous period of at least five years immediately preceding the presentation of the petition (hereafter in this Act referred to as "five years' separation").

In Scotland under Divorce (Scotland) Act 1976 the following facts prove the occurrence of the irretrievable breakdown of marriage:

[19] Art. 56. § 1. Jeżeli między małżonkami nastąpił zupełny i trwały rozkład pożycia, każdy z małżonków może żądać, ażeby sąd rozwiązał małżeństwo przez rozwód.

1. adultery,
2. unreasonable behavior,
3. separation (if the divorce is consensual 1-year separation), and
4. separation (the spouse does not need to consent to the divorce in the event of 2-year separation).[20]

It should be underlined here that the Polish term is a general clause whereas the English terms have very precise definitions in forms of enumerations. Thus, the question arises whether the translator may use in the process of translation the equivalent which has a very precise meaning for the term that on purpose has been created in the form of a general clause and vice versa. The problem is connected with the potential impact of miscommunication problems on participants to the communication process and third parties. At this stage of research the question remains open and definitely deserves further, more in-depth investigation. To sum up, we may formulate the following tentative directives:

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[20] "1. Grounds of divorce.
(1) In an action for divorce the court may grant decree of divorce if, but only if, it is established in accordance with the following provisions of this Act that .
(a) the marriage has broken down irretrievably or (…)
(2)The irretrievable breakdown of a marriage shall, subject to the following provisions of this Act, be taken to be established in an action for divorce if—
(a)since the date of the marriage the defender has committed adultery; or
(b)since the date of the marriage the defender has at any time behaved (whether or not as a result of mental abnormality and whether such behaviour has been active or passive) in such a way that the pursuer cannot reasonably be expected to cohabit with the defender; or
(c). . .
(d)there has been no cohabitation between the parties at any time during a continuous period of one year after the date of the marriage and immediately preceding the bringing of the action and the defender consents to the granting of decree of divorce; or
(e)there has been no cohabitation between the parties at any time during a continuous period of two years after the date of the marriage and immediately preceding the bringing of the action.
(3)The irretrievable breakdown of a marriage shall not be taken to be established in an action for divorce by reason of subsection (2)(a) of this section if the adultery mentioned in the said subsection (2)(a) has been connived at in such a way as to raise the defence of *lenocinium* or has been condoned by the pursuer's cohabitation with the defender in the knowledge or belief that the defender has committed the adultery." (Divorce (Scotland) Act 1976).

Directive: If in the Polish legal text the term *trwały i zupełny rozpad pożycia małżeńskiego* is used in a legal text, then it may be translated into English as *irretrievable breakdown of marriage*.

Directive: If in the English legal text the term *irretrievable breakdown of marriage* is used in a legal text, then it may be translated into Polish as *trwały i zupełny rozpad pożycia małżeńskiego*.

Let us analyse one more example. The term *koszty pogrzebu* 'funeral costs, funeral expenses' which is used in the succession law is one of the general clauses which may be encountered in Polish and English succession law related texts starting with legislation and ending with last wills and testaments. As the term has no definition in many legal systems it is debated what sort of costs can be accounted for as funeral costs and expenses. The analysis of pertinent literature and precedents indicates that in general the cost of the coffin is treated as an undisputable funeral expense. What is more, the cost of funeral ceremony is in general accepted as one of the expenses connected with the funeral of the deceased. It turns out, however, that the cost of the tombstone or gravestone and their erection and assembly on the grave of the deceased is the cost which in some instances is treated as a funeral cost and sometimes it is not. As a rule, it is the judge who makes the decision in succession proceedings whether to accept such costs incurred as funeral ones or not. The potential English equivalents that may be found are *funeral expenses* in England, Wales, Scotland and some states of the United States of America and *funeral charges* used in the law of the state of Louisiana. Louisiana Civil Code provides as follows:

> §1--OF FUNERAL CHARGES
> Art. 3192. Funeral charges, definition.
> Funeral charges are those which are incurred for the interment of a person deceased.

In American and British last wills and testaments we frequently find the collocation *funeral expenses* or *expenses of my funeral*, which is illustrated by the following examples:

I, JOHN WINSTON ONO LENNON, a resident of the County of New York, State of New York, (...) do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all other Wills, Codicils and Testamentary dispositions by me at any time heretofore made. FIRST: The ***expenses of my funeral*** and the administration of my estate, and all inheritance, estate or succession taxes, including interest and penalties, payable by reason of my death shall be paid out of and charged generally against the principal of my residuary estate without apportionment or proration. My Executor shall not seek contribution or reimbursement for any such payments,[21]

I, Elvis A. Presley, a resident and citizen of Shelby County, Tennessee, being of sound mind and disposing memory, do hereby make, publish and declare this instrument to be my last will and testament, hereby revoking any and all wills and codicils by me at any time heretofore made. Item I. Debts, Expenses and Taxes. I direct my Executor, hereinafter named, to pay all of my matured debts and my ***funeral expenses***, as well as the costs and expenses of the administration of my estate, as soon after my death as practicable.[22]

I, MARILYN MONROE, do make, publish and declare this to be my Last Will and Testament. FIRST: I hereby revoke all former Wills and Codicils by me made. SECOND: I direct my Executor, hereinafter named, to pay all of my just debts, ***funeral expenses*** and testamentary charges as soon after my death as can conveniently be done.[23]

As the terms do not have precise legal definitions it is hard to determine to what extent they are equivalent in a given communicative situation. Recapitulating, we may formulate the following tentative directives:

Directive: If in the Polish legal text the term *koszty pogrzeby* is used in a legal text, then it may be translated into English as *funeral expenses*.

Directive: If in the English legal text the term *funeral expenses* is used in a legal text, then it should be translated into Polish as *koszty pogrzebu*.

[21] Last will and testament of John Ono Lennon http://www.lectlaw.com/files/cur42.htm
[22] Last will and testament of Elvis Presley https://www.ibiblio.org/elvis/elvwill.html
[23] Last will and testament of Marilyn Monroe http://www.marilyncollector.com/legend/will.html

Directive: If in the English legal text the term *funeral charges* is used in a legal text, then it should be translated into Polish as *koszty pogrzebu*.

Mellinkoff (1982, 7, 197-198) lists terms which are used to obtain flexible meaning of terms. There are such terms as *clean and neat condition* frequently encountered in tenancy agreements or *public interest*. They also include a number of adjectives such as: *comparable, convenient, excessive, normal, relevant, reasonable* that can be used to change the precise meaning of legal terms into general clauses such as *reasonable man, excessive burden*, etc. He also stresses that law cannot function without such words. It is definitely true as the lack of flexibility would require constant law amendments. However, the question is whether the translator may use a term having a precise meaning as an equivalent for the flexible term and the other way round as is the case of the Polish general clause *trwały i zupełny rozpad pożycia małżeńskiego* and the English term *irretrievable breakdown of marriage* with the latter having a very precise legislative definition. As a result of such translations we either lose the flexibility of the message or we create the message which is open to legal interpretation. Thus, it must be assumed once again that the meaning of the target text is changed to some extent. The question arise whether the change may affect the process of interlingual communication and to what extent and the alteration of the message is always measured by legal consequences of miscommunication in legal settings.

Chapter 7.

Euphemisms and metaphors in Polish-English legilinguistic translatology

Euphemisms are words or phrases which are invented for the purpose of not using terminology that is

> "considered offensive or hurtful, especially one concerned with religion, sex, death, or excreta. Some English euphemisms suggest royal or divine intervention, or even are borrowings from slang and colloquialism." (Matulewska 2007, 123).

Legal texts are burdened with a significant number of terms that belong to that category. A wide variety of euphemisms may be found in criminal law, especially, names of sexual crimes. There are not so many of them in civil law mostly due to the fact that the matters regulated by that specific branch of law rarely may be considered taboo.

> 'A euphemism that tends to amuse non-English-speaking students of legal translation is the solemn announcement following the discovery of a crime (often a murder) that *a man is assisting police with their enquiries*. Of course there are excellent procedural reasons for choosing this form of words, and it would be wrong to sneer at any means used to protect the reputation of the innocent or to uphold the democratic principle of the presumption of innocence. But there is no escaping the linguistic fact that literal renderings of this phrase into other languages would most probably lead the audience to believe that Sherlock Holmes had come again, or that Scotland Yard had fallen on hard days and had to call upon the services of members of the general public to help solve its cases. Once again, the translator would be strongly advised to follow the natural habits of the target audience and go with a version indicating that *police are interrogating a suspect*, or words to that effect' (Alcaraz Varó and Hughes 2002, 12).

In the past the crime of homosexuality was known as *the abominable and detestable crime against nature*. The social changes have slowly but gradually started affecting the law of many countries. As a result homosexuality stopped being perceived as a crime and started being perceived as a private issue. With the flow of time not only have homosexuals stopped being punished for homosexual intercourses but

they even have started to demand to be granted the same rights as heterosexuals under family law. As a result the euphemistic name of the crime became an archaism. However, the legal language got enriched by a variety of metaphors referring to homosexual relations that the legislator decided not to call marriages. A metaphor is

> "a rhetorical element that generally involves using a concrete word to express an abstract concept and which takes the form of elliptical comparison based on an analogy between two objects, two concepts, or two situations that possess a common characteristics" (Delisle et al. 1999, 157).

In the United Kingdom the metaphorical term for unions of homosexuals that is to say a *civil partnership* was introduced under the provisions of The Civil Partnership Act 2004 (c 33) (UK).[24]

Many metaphors may be found in criminal law especially when we analyse signs used to name various crimes of sexual nature. Though criminal law was not investigated in detail in that research project let us refer to the term *carnal knowledge*.

> "Another term that may be enumerated here is *carnal knowledge* understood as the penetration of female organs by a male organ which in the United Kingdom is an archaism that has been replaced with a new term, that is to say *sexual intercourse*. Both terms are concordial syntagms. The term *carnal knowledge* is used in the Offences against the Person Act 1828 (section 18) and the Offences against the Person Act 1861 (section 63). In the Criminal Law Amendment Act 1885 – we can find a reference to "procuring unlawful carnal knowledge of woman by threats, false pretences or administering drugs", "unlawful carnal knowledge, or attempted unlawful carnal knowledge, of a girl under 14", as well as "unlawful carnal knowledge of a girl under 17". In the Sexual Offences Act of 1956 we no longer find *carnal knowledge* instead we have the term *sexual intercourse* which is defined as: "44. Where, on the trial of any offence under this Act, it is necessary to prove sexual intercourse (whether natural or unnatural), it shall not be necessary to prove the completion of the intercourse by the emission of seed, but the intercourse shall be deemed complete upon proof of penetration only." The replacement of the term is definitely a direct result of the impact of medical language on vernacular and, consequently, legal languages. Thus, it is the case of transplanting into the legal language a term already coined in other languages, where the previously used term becomes an archaism as a result of the replacement." (Matulewska 2017, 167).

[24] It should be stressed here that in England and Wales in 2013 the term *marriage* started being applied to both hetero- and homosexual couples registering their relationship.

Thus the potential Polish equivalents of the term would be under article 200 of the Polish Criminal Code either *obcowanie płciowe* 'lit. sexual relation' or *czynność seksualna* 'lit. sexual activity'. The term *czynność seksualna* has a narrower meaning as it does not involve the penetration that is called sexual intercourse in the English language. Therefore, the terms *carnal knowledge*, *sexual intercourse* and *obcowanie płciowe* may be considered sufficiently equivalent, at the same time the distance between the terms *carnal knowledge* and and *obcowanie płciowe* is larger than in the case of terms *sexual intercourse* and *obcowanie płciowe* due to the fact that the term *carnal knowledge* in some jurisdictions has become obsolete. Thus, we may formulate the following directives:

> ***Directive***: If in the Polish legal text the terms *obcowanie płciowe* or *czynność sksualna* are used, then they may be translated into English as *sexual intercourse*.
>
> ***Directive***: If in the Polish outdated legal text the term *obcowanie płciowe* is used, then it may be translated into English as *carnal knowledge*.
>
> ***Directive***: If in the English legal text the term *carnal knowledge* is used in a legal text, then it may be translated into Polish as *obcowanie płciowe*.
>
> ***Directive***: If in the English legal text the term *sexual intercourse* is used in a legal text, then it may be translated into Polish as *obcowanie płciowe* or *czynność sksualna*.

Let us analyse a few terms from the branch of insolvency law. As far as legal terminology is concerned we may also observe some terminological transformation depending on the stage of development of a legal situation in which the debtor is involved. For instance a person in Great Britain who borrows money from someone becomes a *debtor*. In Poland the term used for persons who are indebted, is *dłużnik* 'a debtor'. If such a person is unable to pay his debts he or she is called in the English language in a descriptive way a *debtor unable to pay his debts*. When insolvency is declared he or she transforms into an *insolvent* or an *insolvent debtor* if he or she is a legal person or if he or she is an individual he or she is called a *bankrupt*, etc. The term *bankrupt* and *bankruptcy* are borrowings from Italian. In Italian they

have been formed from a metaphorical expression *banca rotta* meaning ‘a rotten bench/desk’. The term was used by Italian traders with respect to their colleague who at the end of the trading day failed to earn enough to pay his obligations. In the Polish language there is also a term referring to such state of finances called *bankructwo* and the debtor is called a *bankrupt*. Both terms however belong to the vernacular lect. In Poland the terms used for persons at such respective stages of indebtedness are *niewypłacalny dłużnik* ‘a debtor unable to pay his debts’ and *upadły* after the order declaring insolvency / bankruptcy is issued, which translated literally means ‘a fallen debtor’, but a functional equivalent is ‘an insolvent or a bankrupt’.

Table 17. Intrasystemic and intersystemic relations of synonymy at the intralingual and interlingual levels

Term Dimension	*upadły (dłużnik)* ‘insolvent or bankrupt debtor’	*bankrut* ‘insolvent or bankrupt debtor’	*bankrupt* (UK)	*insolvent debtor* (UK)
Natural person	yes	yes	yes	no
Legal person	yes	yes	no	yes
Vernacular lect	no	yes	yes	no
Legal lect	yes	no	yes	yes
Insolvency law	yes	no	yes	yes
legislation	yes	no	yes	yes

Taking that comparison into account, the following directives may be formulated:

> ***Directive***: If in the Polish legal text the term *upadły* is used in a legal text, then it may be translated into English as *insolvent (debtor)* or *bankrupt debtor*.
>
> ***Directive***: If in the Polish legal text the term *upadły* is used in a legal text, then it must be translated into American English as *bankrupt debtor*.

Directive: If in the Polish legal text the term *upadły* is used in a legal text, then it may be translated into British English as *insolvent (debtor)* or *bankrupt debtor*.

Directive: If in the American English the term *bankrupt* is used in a legal text, then it may be translated into Polish as *upadły* or *bankrut* depending on the translation recipient communicative needs.

Directive: If in the American English the term *bankrupt* is used in a legal text, then it should be translated into Polish as *upadły* for the close recipient.

Directive: If in the American English the term *bankrupt* is used in a legal text, then it should be translated into Polish as *bankrut* for the distant recipient.

Directive: If in the British English the term *bankrupt* is used in a legal text, then it should be translated into Polish as *upadły będący osobą fizyczną* for the close recipient.

Directive: If in the British English the term *bankrupt* is used in a legal text, then it should be translated into Polish as *bankrut* for the distant recipient.

Directive: If in the British English the term *insolvent* is used in a legal text, then it should be translated into Polish as *upadły będący osobą prawną* for the close recipient.

Directive: If in the British English the term *insolvent* is used in a legal text, then it should be translated into Polish as *bankrut* for the distant recipient.

The process of parametrization is especially important when we deal with such euphemistic and metaphorical expressions as their meaning needs to be very precisely established. The analysis of the surface structure of such terms may lead to mistranslations and misinterpretations having grave consequences.[25] To sum up, the

[25] 'In fact, there are hundreds of metaphors, buried and unburied, in the language of the law. But this does not mean that the legal translator has a sort of poetic licence in dealing with them. Given the traditional and eminently conservative nature of legal

translators should be aware of the existence of euphemisms and metaphors in languages for special purposes.

Let us analyse here a one more metaphor from the American legal system that is a *laughing heir*. The term is used by lawyers dealing with succession law but it is not a term occurring in legislation. Garner (2001, 502-503) describes the meaning of the term in the following manner:

> "***laughing heir***, a loan translation of the German phrase *der lachende Erbe*, refers to an heir who, being so remotely linked to a deceased relative as to suffer no sense of bereavement, receives a windfall from the estate."

The term has no equivalent in the Polish language at the referential and pragmatic meaning levels. Myrczek-Kadłubicka (2014, 180) refers to the publication of Wierciński (2009) and claims that such an heir is known under the calqued names *wesoły spadkobierca* 'lit. happy heir' or *roześmiany spadkobierca* 'lit. laughing heir'. However, the term is used only in reference to foreign legal systems and there is no TLOT equivalent that could be treated as sufficiently equivalent. What is more, when translating the term for the purpose of persons who are not well versed in the metaphoric terminology of American and German succession laws it seems unavoidable to supplement the term with a description of the sort provided by Myrczek-Kadłubicka (2014, 180) "*uprawniony do dziedziczenia daleki krewny spadkodawcy, dla którego śmierć spadkodawcy nie stanowi bolesnej straty, a odziedziczony po nim majątek, zazwyczaj znacznej wartości, jest jedynie niezasłużoną i przypadkową nagrodą*" [lit. 'a distant relative for whom the death of the deceased does not constitute a painful loss and cause any grief, and inherited property, usually of considerable value, is merely an undeserved and accidental reward'].

In some legal languages we may also encounter terms that are metaphors referring to religious life. One of such metaphors in the English language is the term *act of god* which means "a defence in tort, which applies when natural forces caused the act complained of, in circumstances which no human foresight could provide against"

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phraseology, it is quite likely that the same or similar figurative usages will be found in many different languages. Whenever this is not the case, perhaps the wisest course is for the translator to choose the plainest possible rendering rather than run the risk of fanciful or highly coloured expressions at odds with the generally formal and even solemn tone of this type of text.' (Alcaraz Varó, Hughes 2002, 44)

(Macintyre 2015, 200). Such religious elements are no longer present in the Polish legal language as it was deprived of religious allusions during the times of communism. Despite the fact that religious elements are no longer present in the Polish legislation equally metaphorical term may be found in the Polish legislation that is to say *siła wyższa* 'force majeure' (cf. the Polish Code of Civil Procedure art. 173 and 717, also Radwański and Olejniczak 2005, 82-83, 230). Radwański and Olejniczak (2005, 82) even claim that the term which is a translation from Latin *vis maior* should be translated into Polish as *siła przemożna* 'overwhelming force'. What is more, that element stems from Christianity as the term means the force of God. The God is referred to in a metaphorical way in compliance with one of 10 commandments that is to say "Thou shalt not take the name of the Lord thy God in vain". Thus the surface structure of that two-word term does not directly imply the religious meaning and probably for that reason the term survived the times of communism and is still used in the Polish legal system.

The most frequently noted problems concerning the process of metaphor and euphemism translation refer to the tendency of literal rendition of such translational units by the application of the technique of calquing the term.[26]

One more metaphor that is to say *księga wieczysta* 'land and mortgage register will be described in the subsequent sub-chapter devoted to the process of translation relativisation.

[26] The problem has been revealed when correcting homework assignment of post-graduate students of legal translation studies by the author of this book. The author has been teaching at post-graduate studies and has a corpus of such homework assignments collected on a year-on-year basis since 2003.

Chapter 8.

Relativization of translation in legal settings

Numerous translation and interpretation scandals or horrors reported in pertinent literature (Nagao 2005, Matulewska 2014) prove that the consequences of the lack of relativisation of translation in the process of interlingual communication as a result of improper identification of communicative needs of message senders and recipients are very serious (on relativisation and consequences of improper relativisation cf. Matulewska 2013, 2014, 2015, 2017b). The problem of relativisation has alredy been accounted for in directives presented above where various translational choices have been offered for close and distant recipients.

In Poland legal relations affecting most important rights to immovable property are registered in the so called *księga wieczysta* which is a metaphor (translated literally into the English language: 'lit. perpetual book'). If fact it is a land and mortgage register which is considered as most trustworthy source of information about the legal status of a given lot of land. The register is mentioned in the Polish Civil Code and Polish Code of Civil Procedure but the act that refers strictly to it is called Ustawa z dnia 6 lipca 1982 roku o księgach wieczystych i hipotece [Act of 6 July 1982 on Land and Mortgage Registers and Mortgages]. The register is kept in order to evidence the legal status of the land and other immovable property (e.g. dwelling units or buildings if under special provisions they constitute immovables). All the information is gathered in four sections of the register that is to say:

1. Part 1. Description of the immovable property including the information about benefiting rights such as easements,
2. Part 2. Entries concerning ownership, perpetual usufruct including names and surnames of owner(s) and perpetual usufructuaries (both past and present),
3. Part 3. Entries concerning limitations in immovable property disposal and limited real rights,
4. Part 4. Entries concerning mortgages encumbering the immovable property.

The potential TLOT English equivalents for that register include the following ones *title register*, *folio*, *title sheet* and *land certificate*. Those

terms among others vary with respect to the dimension of the language variety. The term *title register* is used in England and Wales[27]. That register has three parts:

1. A register, also called property register, containing up to date description of land including information on freehold estate, leasehold estates and benefiting rights,
2. B register, also called proprietorship register containing information about the proprietor and type of estate he or she holds to land,
3. C register, also called charges register where one may find information about burdens and adverse interests affecting the land.

The second term that is to say *folio*[28] is used in the Irish legal reality. It is a sort of register where the actual register of title is recorded. Analogously to the English and Welsh register it is composed of three parts:

1. Part 1. Property with the up-to-date description,
2. Part 2. Ownership with the information about registered owners and classes of titles hold by them,
3. Part 3. Burdens and Notices of Burdens.

The Scottish equivalents are *title sheets*[29] which are kept in an electronic form and *land certificates*[30] which are in a traditional paper form. The Scottish registers are composed of four parts:

1. A Section also called the Property Section containing the description of the land with the address and beneficial rights such as easements,
2. B Section also called Proprietorship Section informing about the present owner of the land and the price paid for the acquisition of land,
3. C Section also called Charges Section informing about charges on the immovable including rights in security (equivalent to English *mortgages* and Polish *hipoteka*),

[27] Get information about property and land https://www.gov.uk/get-information-about-property-and-land/search-the-register

[28] Land Registry Services http://www.prai.ie/land-registry-services/

[29] Registers of Scotland, Registers Direct – Land Register https://www.ros.gov.uk/services/ownership-search/searching-the-registers/title-sheet

[30] Land Register https://www.ros.gov.uk/services/registration/land-register

4. D Section also called Burdens Section informing about servitudes and other real burdens.

As it can be concluded from the descriptions presented above the terms may be considered sufficiently equivalent for the purpose of translation. However, it should be stressed that the Polish *księga wieczysta* right now exists in the electronic form (as all the data from traditional land and mortgage registers have been moved (migrated) onto the electronic platform designed specifically for that purpose). Thus, when translating the Polish term into the English language we may resort to the equivalent used frequently by Polish translators which is a descriptive equivalent that is to say *land and mortgage register*. When translating for the purpose of Irish recipients who are considered distant ones and do not need precise information about similarities and differences between the Polish and Irish legal system the modified equivalent *a Polish folio* seems to be justified. When translating for the purpose of Scottish recipients who are considered distant ones and do not need precise information about similarities and differences between the Polish and Scottish legal system the modified equivalent *a Polish title sheet* seems to be justified. At the same time the term *land certificate* may be misleading as it may suggest that the Polish registers do not exist in an electronic form. Myrczek-Kadłubicka (2014, 26) points out that the term *land register* sometimes used by Polish translators may be misleading for Scottish recipients as they use the term in reference to the institution which in the Polish legal language is called *sąd wieczystoksięgowy* 'land and mortgage register court'. When translating for the purpose of recipients from England and Wales who are considered distant ones and do not need precise information about similarities and differences between the Polish and UK legal systems the modified equivalent *a Polish title registry* seems to be justified. However, if the recipient must be warned that there are differences between the legal system he or she knows and the Polish legal reality in this respect the already mentioned descriptive equivalent *land and mortgage register* seems most proper. What is more, it may also be supplemented with a bracket or footnote definition of the Polish term to provide a more precise and consequently more effective interlingual communication.

Taking into account the regional legal system of England, Wales, Scotland and Ireland we may formulate the following directives:

Directive: If in the Polish legal text the term *ksiega wieczysta* is used in a legal text, then it may be translated into British English as *title register*, *folio*, *title sheet* or *land certificate*.

Directive: If in the Polish legal text the term *ksiega wieczysta* is used in a legal text, then it may be translated into English for a target text recipient coming from England and Wales or knowing the legal terminology used in England and Wales as *title register*.

Directive: If in the Polish legal text the term *ksiega wieczysta* is used in a legal text, then it may be translated into English for a target text recipient coming from Ireland or knowing the legal terminology used in Ireland as *folio*.

Directive: If in the Polish legal text the term *ksiega wieczysta* is used in a legal text, then it may be translated into English for a target text recipient coming from Scotland or knowing the legal terminology used in Scotland as *title sheet* or *land certificate*.

Directive: If in the Polish legal text the term *ksiega wieczysta* is used in a legal text in reference to the electronic register, then it may be translated into English for a target text recipient coming from Scotland or knowing the legal terminology used in Scotland as *title sheet*.

Directive: If in the Polish legal text the term *ksiega wieczysta* is used in a legal text in reference to traditional paper registers, then it may be translated into English for a target text recipient coming from Scotland or knowing the legal terminology used in Scotland as *land certificate*.

Table 18. Intrasystemic and intersystemic relations of synonymy at the intralingual and interlingual levels

	Poland" *księga wieczysta*	England and Wales: *title register*	Ireland: *folio*	Scotland: *title sheet*	Scotland: *land certificate*
electronic	yes	yes	yes	yes	no
description of land	yes	yes	yes	yes	yes
Mortgages or charges	yes	yes	yes	yes	yes
Limited rights to property	yes	yes	yes	yes	yes
Branch of law: law of property	yes	yes	yes	yes	yes

The example above in fact illustrates the message relativisation with respect to the language variety. However, there are also adjustments that need to be made when translating system-bound terms. One of such terms that has been ineffectively translated from English into Japanese in the infamous Melbourne case is *legal aid*.

> "The sentence: 'You have a right to call a Legal Aid' was translated as: 'There is an organization called Legal Aid which is connected with law. Do you want to contact it?' The Japanese who unconsciously smuggled drugs in their suitcases decided not to "contact Legal Aid". In Japan there is no such system. One needs to pay for any legal representation before the court. They had no money and assumed that legal aid is unattainable for them for that reason. The crucial information that legal aid is provided free of charge in Australia was not given by the translator and that way they were deprived of the help of a professional lawyer who may have spotted the irregularities if he had been present during the trial (Nagao 2005, 6–7). Overall, translation errors and a failure to adjust the message to the communicative needs of recipients led in that case to the miscarriage of justice. (Matulewska 2016b, 179–180)"

Stressing the need for translation relativisation we should bear in mind that it results from the aim of communication. To sum up we should remember that the lack of adjustment of the message to the communicative needs of translation recipients may have dire

consequences. And the Convention for the Protection of Human Rights and Fundamental Freedoms Rome, 4.XI.1950 article 6(3) states that

> "3. Everyone charged with a criminal offence has the following minimum rights: (a) to be informed promptly, ***in a language which he understands*** and in detail, of the nature and cause of the accusation against him; (b) to have adequate time and facilities for the preparation of his defence; (c) to defend himself in person or through legal assistance of his own choosing or, if he has not sufficient means to pay for legal assistance, to be given it free when the interests of justice so require; (d) to examine or have examined witnesses against him and to obtain the attendance and examination of witnesses on his behalf under the same conditions as witnesses against him; (e) to have the free assistance of an interpreter if he cannot understand or speak the language used in court."

Therefore it must be assumed that if the message is not communicated in a language a message recipient understands the principle of effective communication in legal settings is violated and as a consequence human rights are not observed satisfactorily.

Bańczerowski (1996, 16) metaphorically states

> "that no language manifests itself directly but is mediated by lects. (…) lects will be considered here as modes of language manifestation. There can be distinguished such lects of a language as: a standard lect or the so-called standard language, a colloquial lect, a dialect, a social lect, an idiolect. Metaphorically we could say that language, similarly to light, shines through particular lectal windows, the size and shape of which determines the quantity of light and the form of light beam, but not the quality of light itself. Thus, one and the same language projects itself through various lects revealing different aspects."

It may be metaphorically continued that when communicating we need to look through the same lectal window to see the same things (or in other words to understand the message in accordance with the intention of the message sender). What is more, it is not enough to look through the same lectal window. In order to see the same things we need to stand in the same place and look in exactly the same way where the message sender at the moment of uttering his message. If we stand in a different place the perspectives of the message sender and recipient are different and the loss of information may occur.

The following postulate may be formulated taking into account the need to adjust the message in the target language to the needs of the translation recipients:

Postulate: The lack of relativization of translation in legal settings to the communicative needs of the translation recipient in terms of the language such recipient understands constitutes the infringement of human rights.

Chapter 9.

Translational algorithm application

In previous chapters we have presented some examples and provided translational directives based on the analysis of the research material. It should be stressed here that directives are considered here executive sentences whereas an algorithm is a sequence of implemented directives.

In the following part the translational algorithms used to determine or calculate sufficient equivalents will be presented:

1) an algorithm for monosemous terms,
2) an algorithm for polysemous terms,
3) an algorithm for synonymous terms,
4) an algorithm for system-bound terms without sufficient equivalents.

The algorithm is composed of the following steps:

1. Determining the potential source text unit meaning
2. The source text unit meaning interpretation/calculation
3. Establishing the set of all potential target text equivalents
4. The calculation of the meaning of potential target text equivalents
5. Determining filters eliminating incorrect meanings
6. Choosing an optimal equivalent or coining such an equivalent
7. The monitoring stage

The steps have been graphically presented by Matulewska (2013) in the following way:

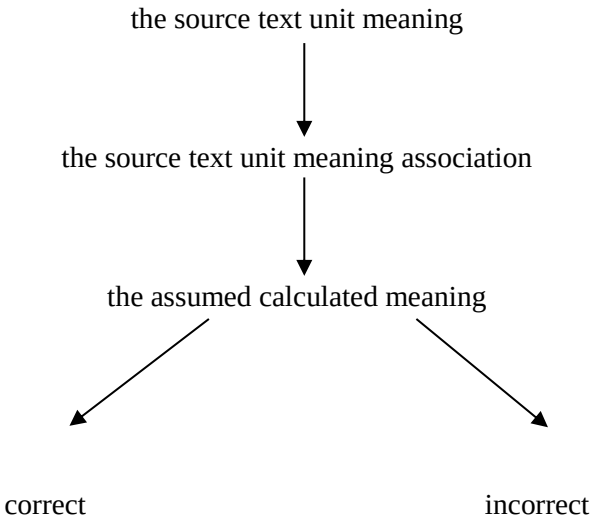

Figure 6. The calculation of the source text meaning (Matulewska 2013, 240)

establishing the set of all potential meanings

the calculation of the meaning of source text translative unit

filters eliminating incorrect meanings (starting with most relevant dimensions for a given language pair):
the author of the source-text
source-text delivery form
source-text status
the time of source text creation
branch of law to which the text refers
text genre
the lect of the source text
source-text legal reality
source text language variety

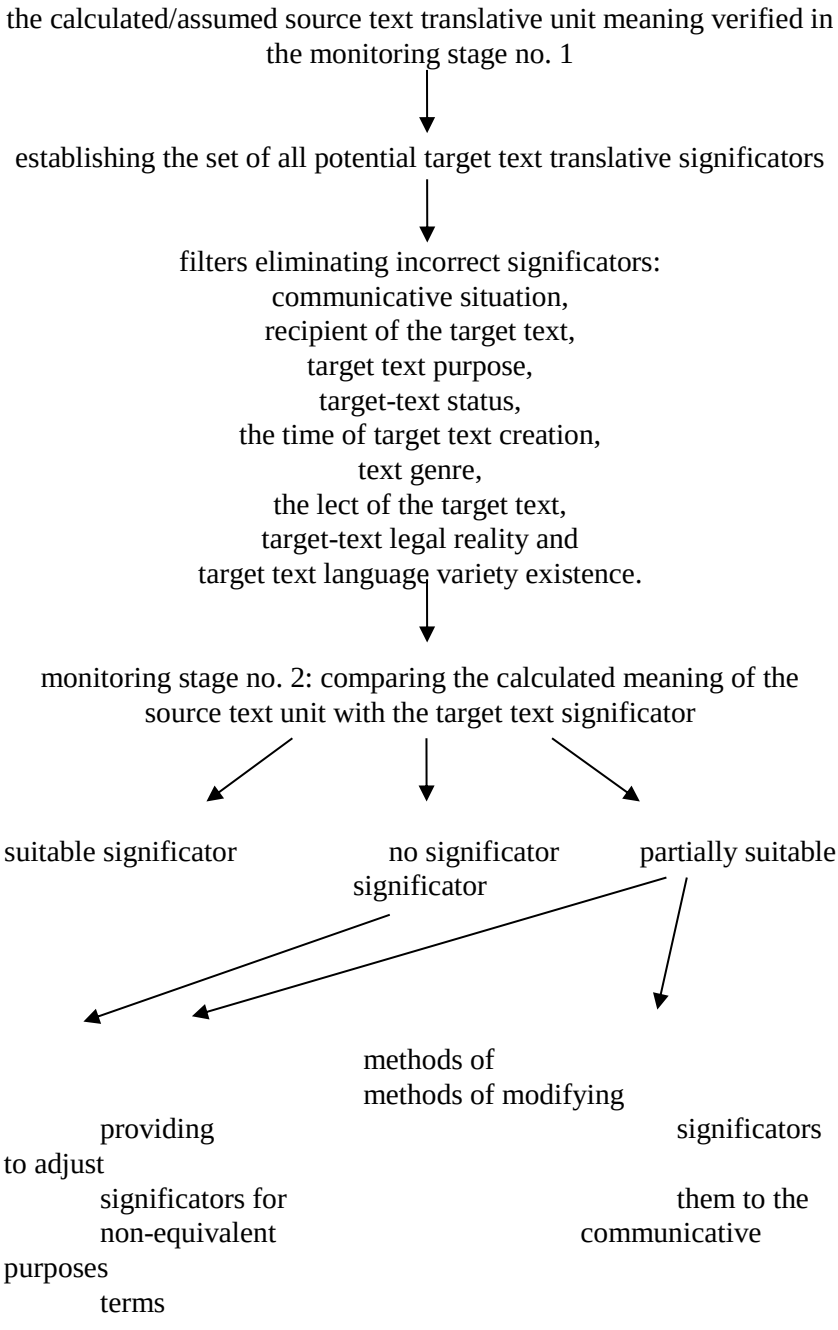

Figure 7. Translation algorithm (Matulewska 2013, 240-241)

4.7.1. Translational algorithm application for the monosemous term *pozwany*

It should be emphasized here that terms treated as translational units must be associated with their meanings first. What is subject to interpretation is the unit. Once the meaning is associated with the source text unit, it is possible to start searching for sufficiently equivalent target text units. Having obtained a set of potential equivalents in the target language, the procedure of association of the source text unit with possible target text units may be launched. As a result of the process of association, the target language unit most convergent with respect to the source text unit should be chosen. What follows below is the exemplification of the algorithm at work.

1. Determining the potential source text unit meaning

The term *pozew* as mentioned above refers to document submitted by the person who starts civil proceedings to a court having jurisdiction over a given subject matter of a dispute and the parties.

2. The source text unit meaning interpretation/calculation

As the term is monosemous that is to say it has just one meaning the potential meaning is determined to be the correct one.

3. Establishing the set of all potential target text equivalents

The set of potential target text significators when translating the term into English may be: *claim, petition, complaint*.

4. The calculation of the meaning of potential target text equivalents

Table 19. Intrasystemic relation of synonymy at the intralingual level

Synonyms for the name of the procedural writ starting the proceedings: Dimension of the branch of law:	*petition*	*claim*	*complaint*
Civil law	Yes	Yes	yes

Language variety	American English	British English	American English
Sub-branch of law: divorce	Yes	yes	no
Sub-branch of law: contract law	Yes	yes	yes

5. Determining filters eliminating incorrect meanings

The filters eliminating incorrect meanings first of all refer to the community of translation recipients. If the recipients are from the United Kingdom then the term *claim* would be sufficiently equivalent.

If the recipients are from the United States of America, then the branch of law would need to be determined. For instance in divorce cases the document filed to start proceedings is called *petition*.

Let us assume that we deal with a document starting divorce proceedings which is to be sent to a spouse who lives in the USA.

6. Choosing an optimal equivalent or coining such an equivalent

The equivalent which is to be chosen in that translative situation should be the term *petition.*

7. The monitoring stage

Having decided that the translator is to render the translation into American English, the British English equivalent is considered more distant than equivalents used in the American variety of legal language. Next, knowing that we deal with the document filed in divorce case we may narrow down the number of equivalents even more ending with only one appropriate term.

4.7.2. Translational algorithm application for the polysemous term *asset*

1. Determining the potential source text unit meaning

The term *asset* as mentioned above refers to the item constituting succession estate, insolvency estate, property in general in both property and accounting laws as well as law of succession and insolvency.

2. The source text unit meaning interpretation/calculation

As the term is polysemous that is to say it has more than one meaning, the meaning must be determined on the basis of the context in which the term is used. Let us assume that the translator is translating a balance sheet of a company in which the term is used. That way we may calculate the meaning of the term as the one used in the law of accounting.

3. Establishing the set of all potential target text equivalents

The set of potential target text significators when translating the term into English may be established by referring to a dictionary. For instance when we consult one of bilingual English-Polish dictionaries, namely Kościuszko's Foundation Dictionary (2003), we find the following potential equivalents:

1. atut, zaleta, plus.
2. *Langauge of economy and law:* aktywa, majątek; **~ and liabilities** aktywa i pasywa; **current/fixed ~** majątek obrotowy/trwały; **financial ~** finansowe składniki majątku trwałego; **intangible ~** wartości niematerialne i prawne; **liquid ~** środki płynne; **personal ~** majątek osobisty; **tangible ~** rzeczowy majątek trwały.

4. The calculation of the meaning of potential target text equivalents

The parametric approach enables us to calculate the meaning of potential equivalents which has been illustrated in one of the tables above which is repeated here for quick reference and the clarity of argumentation

Table 20. Intrasystemic relation of synonymy at the intralingual level

Sub-branches of civil law	*asset* (sub-meaning 1)	*asset* (sub-meaning 2)	*asset* (sub-meaning 3)	*asset* (sub-meaning 4)
Succession law	yes	no	no	no
Insolvency law	no	yes	no	no
Law of property	no	no	yes	no
Law of accounting	no	no	no	yes

5. Determining filters eliminating incorrect meanings

The filters eliminating incorrect meanings first of all in that case refer to the branch of law. It enables us to choose the term which is used in the language of accounting law that is to say *aktywa*. In that case that one dimension referring to the lect suffices to select the term that is sufficiently equivalent.

6. Choosing an optimal equivalent or coining such an equivalent

Therefore, the equivalent which is to be chosen in that translative situation should be the term *aktywa.* Again the table from one of the previous chapters is repeated here.

Table 21. Intrasystemic relation of synonymy at the intralingual level

Sub-branches of civil law	*składniki masy spadku* 'assets of the succession estate' (sub-meaning 1)	*składniki masy upadłości* 'assets of the insolvency estate' (sub-meaning 2)	*składniki majątku* 'assets'(sub-meaning 3)	*aktywa* 'assets' (sub-meaning 4)
Succession law	yes	no	no	no
Insolvency law	no	yes	no	no
Law of property	no	no	yes	no
Law of accounting	no	no	no	yes

7. The monitoring stage

Having decided that the term belongs to the set of terms from the language of accounting law we may narrow down the number of equivalents ending with only one appropriate term that is to say *aktywa* convergent with respect to all relevant dimensions.

4.7.3. Translational algorithm application for the synonymous terms

1. Determining the potential source text unit meaning

The term *adoption* as mentioned above refers to the relationship binding an adoptive parent with an adopted child.

2. The source text unit meaning interpretation/calculation

As the term is monosemous in legal language (though polysemous linguistically that is to say with respect to the dimension of vernacular lect) that is to say it has one meaning in law, the meaning is determined on the basis of sources of law.

3. Establishing the set of all potential target text equivalents

The set of potential target text significators when translating the term into Polish may be established by referring to a dictionary. For instance when we consult one of bilingual English-Polish dictionaries, namely Kościuszko's Foundation Dictionary (2003), we find the following potential equivalents:

1. adopcja, przysposobienie.
2. obranie.
3. przyjęcie (*mody, zwyczaju, sposobu postępowania*); przejęcie, przyswojenie sobie; przybranie (*np. tytułu*).

4. The calculation of the meaning of potential target text equivalents

The parametric approach enables us to calculate the meaning of potential equivalents which has been illustrated in one of the tables above.

5. Determining filters eliminating incorrect meanings

The filters eliminating incorrect meanings first of all in that case refer to the lect. It enables us to choose the only term which is used in the language of law that is to say *przysposobienie* 'adoption'. In that case that one dimension referring to the lect suffices to select the term that is sufficiently equivalent.

6. Choosing an optimal equivalent or coining such an equivalent

Therefore, the equivalent which is to be chosen in that translative situation should be the term *przysposobienie* 'adoption'.

7. The monitoring stage

Having decided that the term belongs to the set of terms from the legal language we may narrow down the number of equivalents ending with only one appropriate term.

4.7.4. Translational algorithm application for the term having no sufficient equivalent in the target language

1. Determining the potential source text unit meaning

The term *equity* refers to numerous concepts in Anglo-Saxon countries. Here is the definition from Black's Law Dictionary (Black 1968, 634) which to some extent reveals the polysemous nature of the term in question:

> "EQUITY. In its broadest and most general signification, this term denotes the spirit and the habit of fairness, justness, and right dealing which would regulate the intercourse of men with men, —the rule of doing to all others as we desire them to do to us; or, as it is expressed by Justinian, "to live honestly, to harm nobody, to render to every man his due." Inst. 1, 1, 3. It is therefore the synonym of natural right or justice. But in this sense its obligation is ethical rather than jural, and its discussion belongs to the sphere of morals. It is grounded in the precepts of the conscience, not in any sanction of positive law. In a restricted sense, the word denotes equal and impartial justice as between two persons whose rights or claims are 'in conflict; justice, that is, as ascertained by natural reason or ethical insight, but independent of the formulated body of law. This is not a technical meaning of the term, except in so far as courts which administer equity seek to discover it by the agencies above mentioned, or apply it beyond the strict lines of positive law. See Miller v. Kenniston, 86 Me. 550, 30 A. 114. In a still more restricted sense, it is a system of jurisprudence, or branch of remedial justice, administered by certain tribunals, distinct from the common-law courts and empowered to decree "equity" in the sense last above given. Here it becomes a complex of well-settled and well-understood rules, principles, and precedents. Isabelle Properties v. Edelman, 297 N.Y.S. 572, 574, 164 Misc. 192. (…) Equity is a body of jurisprudence, or field of jurisdiction, differing in its origin, theory, and methods from the common law. Laird v. Union Traction Co., 208 Pa. 574, 57 A. 987. (…) The remaining interest belonging to one who has pledged or mortgaged his property, or the surplus of value which may remain after the property has been disposed of for the satisfaction of liens. The amount or value of a property above the total liens or charges. Des Moines Joint Stock Land Bank of Des Moines v. Allen, 220 Iowa 448, 261 N.W. 912. "Chancery" is synonymous and interchangeable with "equity." Const. art. 4, § 6. Ireland v. Cheney, 129 Ohio St. 527, 196 N.E. 267, 270."

The consultation with the entry placed in *A Dictionary of Modern Legal Usage* (Garner 2001, 321-322) reveals that author lists 13 meanings of the term calling it "a CHAMELEON-HUED WORD whose senses have never before been adequately broken down". He stressed that the word is used in '*the popular sense*' and the '*lawyer's usual sense*'. Here is an excerpt presenting the very first four meanings out of 13 listed by Garner:

> "Equity: is (…)
> 1. a. In ordinary language, the quality of being equal or fair; fairness, impartiality; (…). c. Equal or impartial treatment of parties with conflicting claims—e.g.: *[Equity* denotes equal and impartial justice as between two persons whose rights or claims are in conflict (…)
> 2. The body of principles constituting what is fair and right; natural law—e.g.: "The term *equity* may also be used in a wider sense to cover the whole of the field of natural justice, i.e., good conscience." Cenydd I. Howells, *Equity in a Nutshell* 1 (1966).
> 2. a. The recourse to principles of justice to correct or supplement the law as applied to particular circumstances (…). b. The construing of a law according to its reason and spirit (…).
> 3. a. The system of law or body of principles originating in the English Court of Chancery and superseding the common and statute law (together called "law" in the narrower sense) when the two conflict (…). b. Any system of law or body of principles analogous to Anglo-American equity, such as the praetorian law of the Romans (…).
> 4. a. An equitable right or interest, i.e., one recognizable by a court of equity. (…). b. The owner-"

To sum up, equity refers to fairness or justice in various spheres of law (cf. Duddington 2009, 1-12).

2. The source text unit meaning interpretation/calculation

As the term is polysemous in legal language (though polysemous linguistically) that is to say it has more than one meaning in law, the meaning is determined on the basis of sources of law.

The term *equity* refers to numerous concepts one of two legal systems applied in Anglo-Saxon countries next to common law. In the majority of instances the meaning of such a term must be established on the basis of the context in which it is used as Cheng et al. (2014, 167) accurately state:

> "a legal term is just a sign within its sign system; a legal term as an individual sign does not have any inherent meaning, and its meaning can only exist in the

> relationship with other signs or sign systems. In other words, a legal term only denotes in a particular temporal and spatial context. (…) First, the connection of a legal term with a legal concept is relatively arbitrary; second, the meaning of a legal term exists in a sign system; third, a legal term can be subject to multiple interpretations; fourth, the defining of a legal term may be affected by other sign systems."

To make it brief we deal with equity in a restricted sense as it is a "branch of remedial justice, administered by certain tribunals (…) empowered to decree 'equity'" (Garner 1968, 634).

3. Establishing the set of all potential target text equivalents

The set of potential target text significators turns out to be an empty set which means that in the Polish legal reality we do not have any similar concept encompassing all sub-meanings of the term. We may only find equivalents for some sub-meanings that is to say terms which are hyponyms with respect to the complex meaning of the term *equity,* such as: *sprawiedliwość* 'justice', *uczciwość* 'honesty, decency', *słuszność* 'rightousness', etc.

4. The calculation of the meaning of potential target text equivalents

Therefore we cannot calculate the meaning of potential target text equivalents because there are none (with the exception of the already mentioned interlingual co-hyponyms such as: *sprawiedliwość* 'justice', *uczciwość* 'honesty, decency', *słuszność* 'rightousness', etc.).

5. Determining filters eliminating incorrect meanings

We also cannot apply the filters eliminating incorrect meaning as well for the same reasons or in other words the co-hyponyms are not equivalent to the sufficient extent and as a consequence we need to eliminate all of them.

6. Choosing an optimal equivalent or coining such an equivalent

We cannot apply the filters eliminating incorrect meaning as well for the same reasons. We need to resort to the techniques of providing equivalents for not equivalent or partially equivalent terminology. One of the methods which may be applied is coining a descriptive neologism e.g. *prawo słusznosci stosowane w krajach anglosaskich* 'the law based on the principle of equity applied in Anglo-Saxon countries'.

7. The monitoring stage

Having decided that the term belongs to the set of non-equivalent terms from the language of law we may conclude that the decision to coin an equivalent was appropriate.

To sum up, translation algorithm serves the purpose of showing the decision-making process of choosing sufficiently equivalent terms for the purpose of translation in legal settings. That algorithm may of course be applied for the purposes of choosing significators for any type of LSP translation. What is more, let us repeat here that the algorithm is a sequence of translational directives which are implemented to reveal the degree of similarity (that is to say convergence with respect to relevant dimensions) between compared source language and target language terms which are initial considered as potential pairs of equivalents.

Chapter 10.

Hierarchy of Relevant Dimensions for Polish-English Translatology

10.1. Introductory remarks

Having investigated semantic relations and having tested the translation algorithm with respect to dimensions, a list of most relevant dimensions has been obtained that is to say dimensions which in the smallest number of steps most frequently allow to choose a target language (translative) term sufficiently equivalent to the source language (translandive) term from the set of possible equivalents containing more than one possible target-language oriented element. The most relevant dimensions for the Polish-English pair are the following:

1. The dimension of language variety,
2. The dimensions of the branch and sub-branch of law,
3. The dimension of lect,
4. The dimension of text genre, and finally
5. The dimension of time of text creation.

10.2. Dimension of language variety

The ***dimension of language variety*** enables to sort out terms used in various countries using the same ethnic language. Among such countries we may enumerate English-speaking countries. English, as already mentioned above, is the official language in over 60 countries all over the world which means that laws are enacted in that language in those countries. That results in a wide array of synonymous terms that differ with respect to the language variety in which they are used. For instance the possible equivalents for the Polish term *wywłaszczenie* are:

(a) expropriation (EU) (cf. Kirchner & Geler-Noch 2012),
(b) expropriation (Canada, South Africa, Roman law cf. Herber 2015, Kolańczyk 2001),
(c) compulsory purchase (England and Wales, Scotland),

(d) compulsory acquisition of land (Northern Ireland),
(e) resumption (Australia, Hong Kong),
(f) compulsory acquisition (Australia), and finally
(g) condemnation (under eminent domain USA).

In Canada under the Expropriation Act (R.S.C., 1985, c. E-21) it is a law enabling to convey the land of one person onto the Crown:

> **4 (1)** Any interest in land or immovable real right, including any of the interests or rights mentioned in sections 7 and 7.1, that, in the opinion of the Minister, is required by the Crown for a public work or other public purpose may be ***expropriated*** by the Crown in accordance with the provisions of this Part.

Under the Expropriation Act No. 63 of 1975 (Statutes of the Republic of South Africa) the state may take over (***expropriate***) the land belonging to anyone for public purposes:

> 2. Power of Minister to expropriate property for public and certain other purposes and to take the right to use property for public purposes.-(l) Subject to the provisions of . this Act the Minister may, subject to an obligation to pay compensation, ***expropriate*** any property for public purposes or take the right to use temporarily any property for public purposes.

In England and Wales the institution is regulated by the Compulsory Purchase Act 1965

> *3. Acquisition by agreement in pursuance of* ***compulsory purchase*** *order.*
> It shall be lawful for the acquiring authority to agree with the owners of any of the land subject to compulsory purchase, and with all parties having an estate or interest in any of the land, or who are by Schedule 1 to this Act or any other enactment enabled to sell and convey or release any of that land, for the absolute purchase, for a consideration in money or money's worth, of any of that land, and of all estates and interests in the land.

Under Planning and Compulsory Purchase Act 2004 compulsory purchase is the acquisition of land for development. Scottish terminology is uniform with the English and Welsh under the Acquisition of Land (Authorisation Procedure) (Scotland) Act 1947 and the Planning and Compulsory Purchase Act 2004.

Under the Northern Ireland statutes the institution is called compulsory acquisition of land (cf. The Local Government (Compulsory Acquisition of Land) (Amendment) Regulations (Northern Ireland) 1983).

Compulsory acquisition in Australia may take place in the form of *acquisition by compulsory process* or *acquisition by agreement* under Lands Acquisition Act 1989 No. 15, 1989:

> **6 Modes of acquisition**
> An interest in land may be ***acquired*** under this Act:
> (a) ***by agreement*** under section 40; or
> (b) ***by compulsory process*** under section 41.
> **17 Nature of interests that may be acquired**
> (1) The interests that may be acquired under this Act are:
> (a) a legal or equitable estate or interest in land; and
> (b) any other right (including a right under an option and a right of redemption), charge, power or privilege over, or in connection with, land or an interest in land.
> (2) Those interests include:
> (a) an interest of the Commonwealth, a State or a Territory in Crown land;
> (b) an interest that did not previously exist in relation to particular land;
> (c) an easement in gross; and
> (d) a restriction on the use of the land, whether or not annexed to particular land.

But there is also the term *resumption* used in Western Australia

> "The LAA [Land Administration Act] empowers the State to acquire land by negotiated purchase, or by taking (ie compulsory acquisition). The latter process has also been known as "***resumption***", because the State is taking back (resuming) interests given in the original part of the affected land. Even with fee simple land, the State (represented by the Governor in Western Australia) remains the ultimate owner."

Under Hong Kong Law specified in Lands Resumption Ordinance:

> Whenever the Chief Executive in Council decides that the resumption of any land is required for a public purpose, the Chief Executive may order the ***resumption*** thereof under this Ordinance.

In the United States of America a federal law is in force that is to say the Condemnation Act of August 1, 1888 which states that

> CHAP. 728.-An act to authorize ***condemnation of land*** for sites of public buildings, and for other purposes. Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That in every case in which the Secretary of the Treasury or any other officer of the Government has been, or hereafter shall be, authorized to procure real estate for the erection of a public building or for other public uses he shall be, and hereby

is, authorized to ***acquire*** the same for the United States ***by condemnation***, under judicial process, whenever in his opinion it is necessary or advantageous to the Government to do so, and the United States circuit or district courts of the district wherein such real estate is located, shall have jurisdiction of proceedings for such condemnation, and it shall be the duty of the Attorney-General of the United States, upon every application of the Secretary of the Treasury, under this act, or such other officer, to cause-proceedings to be commenced for condemnation, within thirty days from the receipt of the application at the Department of Justice.

Knowing the communicative needs of the translation recipient and his or her origin we may choose the most appropriate equivalent. Thus, for instance for an American recipient we should use the term *condemnation* and for the EU recipient the term *expropriation*.

Table 22 Intrasystemic and intersystemic relations of quasi-synonymy at the intralingual and interlingual levels

Term Territory of application	*wywłaszczenie*	*expropriation*	*compulsory purchase*	*compulsory acquisition of land*	*resumption*	*compulsory acquisition*	*condemnation (under eminent domain*
EU	yes	yes	no	no	no	no	no
Canada	n/a	yes	no	no	no	no	no
South Africa	n/a	yes	no	no	no	no	no
Roman law	n/a	yes	no	no	no	no	no
England and Wales	n/a	no	yes	no	no	no	no
Scotland	n/a	no	yes	no	no	no	no
Northern Ireland	n/a	no	no	yes	no	no	no
Australia,	n/a	no	no	no	yes	no	no
Hong Kong	n/a	no	no	no	yes	no	no
Australia	n/a	no	no	no	no	yes	no

USA	n/a	no	no	no	no	no	yes

The following directives may be inferred on the basis of the juxtaposition:

> ***Directive***: If in the Polish civil law text the term *wywłaszczenie* is used, then it must be translated into British English as *compulsory purchase*.
>
> ***Directive***: If in the Polish civil law text the term *wywłaszczenie* is used, then it must be translated into American English as *condemnation*.
>
> ***Directive***: If in the Polish civil law text the term *wywłaszczenie* is used, then it must be translated into Australian English as *compulsory acquisition* or *resumption*.
>
> ***Directive***: If in the Polish civil law text the term *wywłaszczenie* is used, then it must be translated into Hong-Kong English as *resumption.*
>
> ***Directive***: If in the Polish civil law text the term *wywłaszczenie* is used, then it must be translated into EU English as *expropriation*.
>
> ***Directive***: If in the Polish civil law text the term *wywłaszczenie* is used, then it must be translated into Canadian English as *expropriation*.
>
> ***Directive***: If in the Polish civil law text the term *wywłaszczenie* is used, then it must be translated into South African English as *expropriation*.
>
> ***Directive***: If in the Polish civil law text the term *wywłaszczenie* is used, then it must be translated into English for recipients from Northern Ireland as *compulsory acquisition of land*.

10.3. Dimension of branch and sub-branch of law

The ***dimension of the branch of law and sub-branch of law*** helps eliminate the problem of polysemy and quasi-synonymy.

The table below contains a juxtaposition of quasi-synonymous terms referring to documents used to start various procedures. A document which starts civil litigious proceedings (a petition) is called in Poland *pozew* whereas in the case of non-litigious proceedings it is called *wniosek.* The document which starts criminal proceedings is called in the Polish language *akt oskarżenia* 'an indictment', and the administrative procedure is started when a person files *podanie* 'an application' or *wniosek* 'an application, a request'. Again the comparison of terms with respect to the branch of law dimensions enable to make the decision whether the terms are synonymous or not (Zedler 2011: CPR).

Table 23. Intrasystemic relation of quasi-synonymy at the intralingual level

Synonyms for the name of the procedural writ starting the proceedings: Dimension of the branch of law:	*pozew* 'claim, petition, complaint'	*wniosek* 'petition, application'	*akt oskarżenia* 'indictment'	*podanie* 'application'
Civil law	Yes (in litigious proceedings)	Yes (in non-litigious proceedings)	no	no
Criminal law	no	no	yes	no
Administrative law	no	no	no	yes

Here is the juxtaposition of potential equivalents in the English language for documents starting[31] civil litigious, civil non-litigious, criminal and administrative proceedings.

Table 24. Intrasystemic relation of quasi-synonymy at the intralingual level

Synonyms for the name of the procedural writ starting the proceedings: Dimension of the branch of law:	*petition, claim, complaint*	*petition*	*indictment*	*application*
Civil law	Yes (in litigious proceedings)	Yes (in non-litigious proceedings)	no	no
Criminal law	no	no	yes	no
Administrative law	no	no	no	yes

Consequently, on the basis of the observation of the legilinguistic translational reality of civil procedure law in British English and Polish we may formulate the following particular legilinguistic postulate:

> ***Postulate***: If in the Polish civil procedure law text the term *pozew* is used as the name for the document instigating the proceedings, then it is translationally equivalent to the British English terms *claim* or *petition*.

> ***Postulate***: If in the Polish criminal procedure law text the term *akt oskarżenia* is used as the name for the document instigating the proceedings, then it is translationally equivalent to the British English term *indictment*.

[31] The terms referring to documents filed in the course of proceedings have not been taken into account here.

Postulate: If in the Polish administrative procedure law text the term *podanie* is used as the name for the document instigating the proceedings, then it is translationally equivalent to the British English term *application.*

Consequently, the following directives may be inferred on the basis of the postulate:

Directive: If in the Polish civil procedure law text the term *pozew* is used as the name for the document instigating the proceedings, then it must be translated into British English as *claim*.

Directive: If in the Polish civil procedure law text the term *pozew* is used as the name for the document instigating the proceedings, then it must be translated into US English as *petition* or *complaint*.

Directive: If in the Polish criminal procedure law text the term *akt oskarżenia* is used as the name for the document instigating the proceedings, then it must be translated into British English as *indictment*.

Directive: If in the Polish administrative procedure law text the term *podanie* is used as the name for the document instigating the proceedings, then it must be translated into British English as *application.*

Directive: If in the Polish civil procedure law text the term *pozew* is used as the name for the document instigating the proceedings, then it must not be translated into English as *indictment*.

Directive: If in the Polish civil procedure law text the term *pozew* is used as the name for the document instigating the proceedings, then it must not be translated into English as *application*.

Directive: If in the Polish criminal procedure law text the term *akt oskarżenia* is used as the name for the document instigating the proceedings, then it must not be translated into English as *claim.*

Directive: If in the Polish criminal procedure law text the term *akt oskarżenia* is used as the name for the document instigating

the proceedings, then it must not be translated into English as *application.*

The directives are also in compliance with all postulates quoted above.

10.4. Dimension of lect and text genre

As already presented the ***parametr of lect*** helps solve problems with synonymous terms such as already discussed *przysposobienie* 'adoption' and *adopcja* 'adoption', where the first one is used in family law and the other in the vernacular language. The ***dimension of text genre*** in turn is in fact a sub-dimension of lect. If the term belongs to a legal lect, then especially when we deal with legal polysemy, the dimensions of the text genre (or in other words sub-legal lects) enable to choose terms sufficiently equivalent for the purpose of translation.

Let us analyse here a few terms referring to the *contract of lease* with an option to purchase which is called in the Polish language *umowa leasingu* for the disambiguation of which the dimensions of lect and text genre will be relevant. The Polish Civil Code states that:

> **Art. 709[1].** In a contract of lease with an option to purchase a ***finance provider*** shall within the scope of his business acquire the thing from a specified vendor in compliance with terms and conditions specified in the contract and give that thing to a ***user*** for use or for use and collection of fruits for a specified period of time, and the ***user*** shall pay the ***finance provider*** in instalments pecuniary consideration agreed upon at least equal to the purchase price or consideration paid by the ***finance provider***.[32] [Translated by AM]

Czachórski et al. (2002, 481) point out that

> "In international transactions, and increasingly in national relations, a trilateral type of financial lease, which refers to movable capital goods, is of particular importance. In that case two closely related contracts are concluded: between

[32] **Art. 709[1].** Przez umowę leasingu ***finansujący*** zobowiązuje się, w zakresie działalności swego przedsiębiorstwa, nabyć rzecz od oznaczonego zbywcy na warunkach określonych w tej umowie i oddać tę rzecz ***korzystającemu*** do używania albo używania i pobierania pożytków przez czas oznaczony, a ***korzystający*** zobowiązuje się zapłacić ***finansującemu*** w uzgodnionych ratach wynagrodzenie pieniężne, równe co najmniej cenie lub wynagrodzeniu z tytułu nabycia rzeczy przez ***finansującego***.

> the supplier of the goods and the financing party (leasing company) and between the financing party and the user (the lessee). Exactly that construction of the lease constitutes the basis of the UNIDROID Convention on International Financial Leasing (Ottawa, 28 May 1988). The financial leasing is the most complete expression of the economic meaning of an agreement that is a form of crediting capital goods."[33]

As we can see from the quotation in the Polish language which is in the footnote the author uses terms from the Polish Civil Code but supplements them with terminology used in the vernacular language. The parties to the contract are called in the legal language in accordance with the names given to them by the legislator in the Polish Civil Code that is to say the bank giving the money is called *finansujący* 'finance provider' and the person taking the object for use in return for the payment of the price with interest in instalments is called *korzystający* 'user'. However, in the vernacular language people tend to use the terms *leasingodawca* instead of *finansujący*, and *leasingobiorca* instead of *korzystający*. Thus, the translator may easily apply more frequently used terms from the vernacular language (45 occurrences for *leasingodawca* and 57 for *leasingobiorca* in nominative in the National Corpus of the Polish Language[34]) instead of the terms from the legal language. Taking into account the fact that both terms from the vernacular language are borrowings from English in the form of hybrids they even sound "more professional" to the ear of a non-lawyer.

[33] "W transakcjach międzynarodowych ale i coraz częściej w stosunkach krajowych szczególne znaczenie ma trójstronny typ leasingu finansowego, którego przedmiotem są ruchome dobra inwestycyjne. W tym ujęciu dochodzi do zawarcia dwóch powiązanych ze sobą ściśle umów: pomiędzy dostawcą rzeczy a ***finansującym*** (***spółka leasingowa***) oraz pomiędzy ***finansującym*** a ***użytkownikiem*** (***leasingobiorca***). Taką właśnie konstrukcję leasingu przyjęto za podstawę konwencji UNIDROID (Międzynarodowy Instytut Ujednolicania Prawa Prywatnego z siedzibą w Rzymie) o międzynarodowym leasingu finansowym sporządzonej w Ottawie 28 V 1988 r. leasing finansowy najpełniej oddaje sens ekonomiczny umowy, która stanowi swoistą formę kredytu (rzeczowego) w odniesieniu do dóbr inwestycyjnych."

[34] http://nkjp.pl/

Table 25. Intrasystemic relation of synonymy at the intralingual level

Synonyms: Dimension:	*korzystający* 'user'	*leasingobiorca* 'user'
Legal lect	yes	no
Vernacular lect	no	yes
Genre: legislation	yes	no

Table 26. Intrasystemic relation of synonymy at the intralingual level

Synonyms: Dimension:	*finansujący* 'finance provider'	*leasingodawca* 'finance provider'
Legal lect	yes	no
Vernacular lect	no	yes

Additionally one should also remember that the name of the contract itself in the Polish language is a borrowing *umowa leasingu* which is a hybrid composed of the Polish term *umowa* 'contract' and the partially assimilated English term *leasing* inflected in accordance with the rules of Polish grammar, which may further mislead the translator into believing that the terms *leasingobiorca* and leasingodawca, which are also hybrids, belong to the legal language.

On the basis of the observation of the legilinguistic translational reality of contract law in English and Polish we may formulate the following particular legilinguistic postulate:

> ***Postulate***: If in the English contract law text the term *lessor* is used as the name for the relationship binding the parties of the contract of lease with an option to purchase a leased object, then it is translatable into Polish as *finansujący*.

and mutatis mutandis

> ***Postulate***: If in the English contract law text the term *lessee* is used as the name for the relationship binding the parties of the contract of lease with an option to purchase a leased object, then it is translatable into Polish as *korzystający*.

Consequently, the following directives may be inferred on the basis of the postulate:

> ***Directive***: If in the English contract law text the term *lessor* is used as the name for the relationship binding the parties of the contract of lease with an option to purchase a leased object, then it must be translated into Polish as *finansujący*.

and mutatis mutandis

> ***Directive***: If in the English contract law text the term *lessee* is used as the name for the relationship binding the parties of the contract of lease with an option to purchase a leased object, then it must be translated into Polish as *korzystający*.

However, if the text genre is a newspaper article, or a tabloid article the following postulate may be formulated:

> ***Postulate***: If in the English newspaper article the term *lessor* is used as the name for the relationship binding the parties of the contract of lease with an option to purchase a leased object, then it is translatable into Polish as *leasingodawca*.

and mutatis mutandis

> ***Postulate***: If in the English newspaper article the term *lessee* is used as the name for the relationship binding the parties of the contract of lease with an option to purchase a leased object, then it is translatable into Polish as *leasingobiorca*.

Consequently, the following directive may be inferred on the basis of the postulate:

> ***Directive***: If in the English newspaper article the term *lessor* is used as the name for the relationship binding the parties of the contract of lease with an option to purchase a leased object, then it should be translated into Polish as *leasingodawca*.

and mutatis mutandis

> ***Directive***: If in the English newspaper article the term *lessee* is used as the name for the relationship binding the parties of the

contract of lease with an option to purchase a leased object, then it should be translated into Polish as *leasingobiorca*.

Those directives are again in compliance with Postulate 3 of genre preservation quoted above.

10.5. Dimension of time of text creation

The analysis of the Copyright Act of 1926 [Ustawa z dnia 29 marca 1926 r. o prawie autorskiem] reveals also changes in other terminology related this time to the law of succession. The *statutory / intestate successors* were called then *dziedzicowie ustawowi*

> **Art. 24.** Prawo autorskie można przenosić na inne osoby przez czynności prawne między żyjącymi lub na przypadek śmieci; w braku rozporządzenia ostatniej woli, prawo to przechodzi na ***dziedziców ustawowych***. Umowy, dotyczące przeniesienia prawa autorskiego, winny być pismem stwierdzone.

> **Art. 24.** Copyright may be transferred to others by legal acts between a living or causa mortis; In the absence of the last will and testament, the rights shall be inherited by the statutory successors. Copyright transfer agreements shall be made in writing. [Translated by AM]

whereas nowadays they are called *spadkobiercy ustawowi* (cf. the Polish Civil Code of 1964) which may be deduced from the following articles:[35]

> **Art. 926. § 1.** *Powołanie do spadku wynika z ustawy albo z testamentu*.
> § 2. Dziedziczenie ustawowe co do całości spadku następuje wtedy, gdy spadkodawca nie powołał spadkobiercy albo gdy żadna z osób, które powołał, nie chce lub nie może być spadkobiercą.
> § 3. Z zastrzeżeniem wyjątków w ustawie przewidzianych, ***dziedziczenie ustawowe*** co do części spadku następuje wtedy, gdy spadkodawca nie powołał do tej części ***spadkobiercy*** albo gdy którakolwiek z kilku osób, które powołał do całości spadku, nie chce lub nie może być spadkobiercą.
> **Art. 926, § 1.** There are two kinds of succession: intestate and testate.
> **§ 2.** Intestate succession applicable to the whole succession estate follows in default of testate successors (appointed by a testator) or in the event when none of the testate successors (appointed by a testator) wishes or can be a successor.
> **§ 3.** Subject to exceptions provided for by law, intestate succession as to a part of the succession estate shall occur in the event when the testator has failed to

[35] The terms were extracted by and presented in a speech delivered by Paula Trzaskawka during the Conference "Polish language of the Legislator – New Challenges" in Warsaw on 24th April 2015.

dispose of that part of the succession estate in favour of testate successors or in the event when any of several testate successors (appointed by a testator) does not wish or cannot be a successor. [Translated by AM]

Art. 935. W braku małżonka spadkodawcy, jego krewnych i dzieci małżonka spadkodawcy, powołanych do dziedziczenia z ustawy, spadek przypada gminie ostatniego miejsca zamieszkania spadkodawcy jako spadkobiercy ustawowemu. Jeżeli ostatniego miejsca zamieszkania spadkodawcy w Rzeczypospolitej Polskiej nie da się ustalić albo ostatnie miejsce zamieszkania spadkodawcy znajdowało się za granicą, spadek przypada Skarbowi Państwa jako ***spadkobiercy ustawowemu***.

Art. 935. If the deceased leaves no spouse and there are no relatives of the deceased or children of his spouse who would succeed by virtue of law, the succession estate shall be succeeded to by the *gmina* of the last residence of the deceased, being an intestate successor. If the last place of residence of the deceased in the territory of the Republic of Poland cannot be established or his last place of residence has been abroad, the succession estate shall be succeeded to by the State Treasury as an intestate successor. [Translated by AM]

Table 27. Intrasystemic relation of synonymy at the intralingual level

Synonyms: Dimension:	*spadkobiercy ustawowi*	*dziedzicowie ustawowi*
Used in Poland at present:	yes	no
Obsolete term:	no	yes

Consequently, on the basis of the observation of the legilinguistic translational reality of succession law in Polish we may formulate the following particular legilinguistic postulate:

> ***Postulate***: If in the Polish succession law text the term *dziedzicowie ustawowi* is used as the name for the persons inheriting the succession estate, then it is an archaism.

Taking into account the process of terminology archaization we may also formulate the following postulate:

> ***Postulate***: If there is more than one sufficient equivalent, the one which is used at the time of source text creation is closest with respect to the dimension of the time of text creation and its binding force.

Consequently, the following directive may be inferred on the basis of the postulate:

> ***Directive***: If in the English succession law text the term *heir* is used as the name for the person inheriting the succession estate, then it must be translated into Polish as *spadkobierca ustawowy*.

The directive is also in compliance with all postulates quoted above.

10.5. Dimension of regional legal lect

The next dimension which is pertinent for the English language is the dimension of regional lect. This dimension may be found for instance in the American legal system where apart from the uniform laws applicable country-wide, there are also laws applicable at the state level. Tokarczyk (2011, 30) claims that there are 50 state law systems[36]. Due to the fact that various states have legal systems affected by various legal systems terminological variations may be significant.

For instance the institutions of *dower* and *estate by curtesy* have been abolished in many states but are still in existence in six states of the USA. Dower is a *life estate* in *one-third* of the *lands* of which the husband is seised at any time during the marriage if the property is inherited by the children born of that marriage. *Estate by curtesy* is the property of the wife to which a widower may be entitled after his wife's death. Similarly as in the case of the dower the property must be inheritable by the children of the marriage (Emanuel 2016).

[36] „Pojęcie system prawa (system of law) wskazuje na oryginalne cechy prawa danego kraju, toteż spełnia ważną rolę przy jego charakterystyce. Najbardziej oryginalną cechą amerykańskiego systemu prawa jest jego wewnętrzna złożoność i niejednorodność. Z tego względu należy stwierdzić, że system prawa amerykańskiego składa się z 55 podsystemów prawnych. Liczbę tę tworzy 50 stanowych podsystemów prawnych oraz podsystemy prawne: federalny, Dystryktu Kolumbia (obejmującego stolicę Waszyngton), Puerto Rico, Wysp Dziewiczych i amerykańskich posiadłości zamorskich." [The notion of the system of law points to the original characteristics of the law of the country and therefore plays an important role in its characterization. The most original feature of the American legal system is its intrinsic complexity and heterogeneity. Therefore, it must be stated that the American legal system consists of 55 legal sub-systems. This number consists of 50 state sub-systems and federal legal as well as sub-systems of the District of Columbia (including Washington, DC), Puerto Rico, Virgin Islands and US overseas territories.] (Tokarczyk 2011, 30). [Translated by AM].

Similarly, state laws acts done by the debtor which are detrimental to creditors use the following terms: *fraudulent transfer* (e.g. Louisiana[37]) and *fraudulent conveyance* (e.g. New York[38]).

Thus, the dimension of the regional legal language is pertinent for languages where regional laws are enacted.

10.7. Concluding remarks

Summing up, of course we could multiply the directives and postulates providing them for any translational direction, that is from Polish into English and from English into Polish. However, it is assumed that those directives illustrate the process of parametrization sufficiently and it is not necessary to make an exhaustive list of postulates and directives. Especially because in real life they are formulated, applied and followed intuitively by translators if they have time to determine the meanings of terms. The intutitive decisions of translators are based on the following explanation scheme which in other words is a sort of reconstruction of the translators' intuition supported by knowledge, experience and professional expertise.

> "The explanation scheme, which is proposed here diverges from the classical one applied in linguistics (cf. Bogusławski, 1986)[39] because the legilinguistic translational reality is extremely complex and it has become necessary to adapt the scheme to the specific nature of that reality. The purpose of the scheme is to illustrate the translation decision making process starting from posing the question 'How to translate X from one language into another?' and ending with a directive giving an answer to the question on the basis of relevant postulates, which are formulated as a result of the observation of translational legilinguistic reality." (Matulewska 2013)

The decision process made by translators frequently involves asking a question how to translate expression *X* from one language into

[37] 2011 Louisiana Laws Revised Statutes TITLE 22 — Insurance RS 22:2021 — (http://law.justia.com/codes/louisiana/2011/rs/title22/rs22-2021Fraudulent transfers prior to petition)

[38] The New York Uniform Fraudulent Conveyance Act (NYUFCA).

[39] I would like to thank Professor Władysław Zabrocki for his invaluable comments on explanation schemes and the rules of formulation of scientific theories.

another and finding an answer to that question (prescriptive perspective). Theoreticians of translatology frequently in turn want to find out why *X* is translatable into another language in a specific manner (descriptive perspective).

The structure of the explanation scheme used in this work is as follows:
(i) question which is to be answered
(ii) explanans (at least one general statement and at least one singular statement)
(iii) explanandum. (Matulewska 2013)

When investigating the English-Polish legilinguistic translation we may ask the following question:
Why does the English term *divorce decree* in sentence S of text Ti of genre G translate as the Polish *wyrok* or *wyrok rozwodowy* in the corresponding text Tj of genre G for the recipients of communicative community Cj?

where:
G – a judgment
*T*i – is the source text in English
*T*j – is the target text to be produced in Polish
*C*j – is the communicative community operating in Polish legal reality
*C*j1 and *C*j2 – are two different communicative community operating in Polish legal reality.
Answering this question we shall in the first place resort to Po 9, and consequently also Po 3 (preservation of the genre), Po 12 (on homosignification and non-divergence), Po 6 (absence of complete homosignification).

General statement: If significator *X*, conveying meaning *M* in translandive text *T*i of genre *G* in language *L*i, and intended for recipients of community *C*i is bound by the relation of the sufficient equivalence with significator *P* with respect to *M* for translative text *T*j of genre *G* in language *L*j, and intended for recipients of community *C*j, then *X* translates as *P* in *T*j.

Singular statement 1: The English term *divorce decree* signifies meaning *M* in text *T*i of genre *G* for recipient community *C*i.

Singular statement 2: The closest homosignificators of the English term *divorce decree* in translandive text *T*i with respect to *M*, for the corresponding translative text *T*j of genre *G* are *Y*1 (*wyrok* or *wyrok rozwodowy*) for recipient community *C*j1 (communicative community

of distant recipients which are to use the translative text in legal communication e.g. before courts in Poland) and *Y*2 (*wyrok rozwodowy wydany zgodnie z prawem słuszności*) for recipient community *C*j2 (communicative community of close recipients interested in the duality of legal system in Anglo-Saxon countries reflected in the terminology).

Explanandum: The English term *divorce decree* in sentence *S* of text *T*i of genre *G* translates as the Polish *wyrok* or *wyrok rozwodowy* in the corresponding text *T*j of genre *G* for the recipients of communicative community *C*j1.

In general, the algorithm gives answers to those questions. The explanation scheme serves the purpose of illustrating that decision-making process taking into account the findings described above. Therefore, the explanation scheme, depending on the question asked may either inform why a given decision has been made and whether it has been made consciously, or what sort of decision should be made. The main advantage of the scheme is that it enables to take into account a number of criteria that are crucial when rendering legal translations for various communicative communities of target text recipients.

Conclusion and Evaluation of the Research Results

The research into the Polish and English legal languages from the perspective of particularistic legilinguistic translatology has revealed that the parametric approach to legal terminology comparison is too time-consuming for translators working to a deadline. That is mostly due to the fact that legal translators make decisions on the basis of their knowledge and expertise. They subconsciously apply the procedure without consciously following all the steps. Thus, *Hy. 1* has been confirmed. However, when preparing dictionaries or carrying out linguistic analysis, the parametrization reveals important similarities and differences between meanings (both referential as well as pragmatic) of terms that are essential for establishing sufficient translational equivalents which confirms *Hy. 2*. At the same time the parametrization enables is a systematic terminology comparison and thus it is objective in relation to the used dimensions (*Hy. 4*) which has been tested on a wide array of Polish and English terms.

Despite the fact that the parametric approach to legal translation is too time-consuming for translators, it is still a very useful tool that may be explored in terminology comparisons for the purpose of preparing legal dictionaries and lexicons designed not for language learners but for translators. What is more, an electronic tool should be prepared to compare terminology. Such a tool would enable to compare terminology in any number of languages (*Hy. 3*).

The same set of parameters has turned out to be relevant for the Polish procedure and substantive laws and as research described for other language pairs in volumes 6-10 reveals in the majority of cases the same dimensions are relevant for various language pairs (*Hy. 5*). The hypothesis that has been put forward that the most relevant for civil procedure are the parameters of the lowest level specifying the type of proceedings with respect to the object of the dispute or matter in question (*Hy. 8*) has been confirmed only to some extent in the course of testing the parameters, that is to say the dimension of the sub-branch of law in fact enables to choose appropriate equivalents and it is compliant with the dimensions referring to types of procedures. Thus the dimensions referring to procedures should be replaced with the dimensions referring to the sub-branch of law. What is more, if the dimension of the lower level cannot be determined for the source and target text terms that are to be compared one has to take into account

the dimension of the higher level and in the case of civil procedure (*Hy. 7*).

For the English-Polish pair (no matter the direction of translation) in the majority of cases the following dimensions are most relevant: the branch and sub-branch of law, the lect, the language variety, text genre, time of text creation and regional legal lect.

The analysis of pertinent literature and empirical observation has confirmed that the target text (translative text) must be adjusted to sufficient extent to the communicative needs of legal translation recipient, his or her knowledge and perception possibilities. In the event of not adjusting the message to such needs, communication distortions may occur and human rights are not fully observed. Some of those distortions may be critical for the effectiveness of communication and they may result in undesired legal consequences.

Additionally one cannot neglect the fact that some types of LSP translation require expertise, in-depth knowledge and translational skills. It is extremely important to make translators and adepts of translation realise that they are responsible professionally and morally for rendering best quality translations possible in given circumstances. As far as legal and medical translation is concerned the usage of an inappropriate word which may be inappropriately interpreted by the message recipient, may be have far-reaching consequences (*Hy. 6*). The observance of the provisions of the European Convention on Human Rights is crucial to ensure that it is not the translator or interpreter who may be blamed for the miscarriage of justice or misdiagnoses.

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Appendix 1. List of primitive and defined terms

The following main primitive terms have been chosen for the purpose of illustrating the theory of legilinguistic translatology:

(i) the set of texts (*Txt*),
(ii) the set of translandive texts (*Tld*),
(iii) the set of translative texts (*Tlt*),
(iv) the set of parallel texts (*Ptxt*),
(v) the set of lingual units (*Lun*),
(vi) the set of significators (*Sg*),
(vii) the set of equivalents (*Eq*),
(viii) the set of translandive text authors (*Tta*),
(ix) the set of translators (*Tr*),
(x) the set of commissioners (*Tc*),
(xi) the set of recipient communicative communities (*Tcc*), and
(xii) the set of translationally relevant dimensions (parameters) (*DTR*).

Also some relations constitute a group of primitive terms:

(xiii) the relation of translatability (*trb*),
(xiv) the relation of translatability for a given communicative community (*trbcc*),
(xv) the relation of translatability for a given period of time (*trbt*),
(xvi) the relation of translatability for a given commissioner (*trbc*),
(xvii) the relation of designation (*dsg*),
(xviii) the relation of signification (*sgf*),
(xix) the relation of homosignification (*hsgf*),
(xx) the relation of translational equivalence (*treq*),
(xxi) the relation of translational convergence (*trcv*),
(xxii) the relation of translational complementarity (*trcm*),
(xxiii) the relation of translational divergence (*trdv*),
(xxiv) the relation of translational incommensurability (*trincom*),
(xxv) the relation of equitranslativity,
(xxvi) the relation of a not greater degree of translative equivalence ($\leq_{tlt}^{eq}$),
(xxvii) the relation of a smaller degree of translative equivalence ($<_{eq}^{tr}$).
(xxviii) the relation of translative comprehension (*trcp*),
(xxix) the relation of translational adaptation for (*trap*),

(xxx) the relation of translative adjustment (*tradj*), and
(xxxi) the relation of translative acceptability (*tracc*).
(xxxii) translational procedures,
(xxxiii) translational methods, and
(xxxiv) translational strategies.

The following abbreviations will also be used:

T_i – a variable ranging over a set of translandive texts (also called source texts),

T_j – is a variable ranging over a set of translative texts (also called target texts),

S – is a variable ranging over a set of legal text sentences,

S_i – is a variable ranging over a set of translandive sentences (also called source text sentences),

S_j – is a variable ranging over a set of translative sentences (also called target text sentences),

G – is a variable ranging over a set of text genres (e.g. a statutory instrument, a testament, etc.),

CC – is a variable ranging over a set of communicative communities of target (translative) text recipients, that is to say people to whom the translative text is addressed,

C – is a variable ranging over a set of commissioners,

P – is a variable ranging over a set of properties from a given dimension,

D – is a variable ranging over a set of dimensions,

X – is a given translandive lingual unit, and

Y – is a given translative lingual unit.

Appendix 2. List of postulates

Postulates referring to translatability

Po 1 – Postulate of the heterolinguality of translatability
Any two texts bound by the relation of translatability are heterolingual.

Po 2 – Postulate of translatability
Every text of one language is translatable into a corresponding text of another language.

Po 3 – Postulate of genre preservation
If two legal texts are bound by the relation of translatability, they have to be of the same genre.

Po 4 – Postulate of the asymmetry of translatability
If text T_i is translatable as text T_j, then it does not mean that text T_j is completely translatable as text T_i.

Po 5 – Postulate of the non-transitivity of translatability
If text T_i is translatable as text T_j, and text T_j is translatable as text T_k, and each of these texts is in a different language, then text T_i is not necessarily translatable as text T_k.

Po 6 – Postulate of the absence of complete homosignification
No two heterolingual texts bound by the relation of translatability are completely homosignificative.

Po 7 – Postulate of the translational distance
The translational distance between texts T_1 and T_n, being, respectively, the first and the last member of a translatability chain (that is, a finite sequence made up of heterolingual texts and such that every preceding text T_i is bound by the relation of translatability with the directly succeeding text T_j) is directly proportional to the length of this chain, that is, a linear distance between T_1 and T_n within this chain.

Postulates referring to equivalence

Po 8 – Postulate of translational equivalence and translatability
If text T_j is sufficiently equivalent to text T_i, then text T_i is translatable into T_j.

Po 9 – Postulate of translational equivalence
If heterolingual texts T_i and T_j are sufficiently translationally equivalent, then they are sufficiently translationally convergent or permissively translationally complementary.

Po 10 – Postulate of translational convergence

If heterolingual texts T_i and T_j are sufficiently translationally convergent (*tr*-convergent), then they are translationally equivalent.

Po 11 – Postulate of translational convergence and homosignification

If heterolingual texts T_i and T_j are translationally convergent (sufficiently *tr*-convergent), then they are sufficiently homosignificative (*hsgf*) (that is, they coincide with respect to the relevant translational dimensions). Thus translational convergence presupposes *hsgf*.

Po 12 – Postulate of homosignification and non-divergence

If two heterolingual texts T_i and T_j are sufficiently homosignificative also with respect to the considered meaning *M* and are not excessively divergent, then they are translationally equivalent.

Po 13 – Postulate of permissible translational complementarity

If heterolingual texts T_i and T_j are permissibly translationally complementary relative to dimension *D*, then they are translationally divergent relative to *D*, and they are translationally convergent relative to dimension Δ, and Δ is not too distant a hyperdimension for *D*, that is Δ being more abstract than *D* but not too abstract. (Another approach to a permissible translational complementarity of two texts would take into consideration that they are translationally convergent in a greater number of relevant dimensions than the number of those dimensions in which they diverge).

Po 14 – Postulate of translational quasi-equivalence

If two texts T_i and T_j are translationally quasi-equivalent, then they are translationally divergent and at the same time impermissibly translationally complementary.

Po 15 – Postulate of translational incomparability

If heterolingual texts T_i and T_j are translationally incomparable relative to the considered set of *tr*-dimensions D, then they are translationally incommensurable but not complementary relative to D.

Po 16 – Postulate of translational comparability

If two heterolingual texts T_i and T_j are characterizable with respect to a common set of translational dimensions, then they are translationally comparable. (This is irrespective of whether they converge, oppose or are complementary relative to these

dimensions).

Po 17 – Postulate of the homosignification of translative texts relative to translandum

If each of two different tautolingual translative texts T_j and T_k is sufficiently homosignificative with translandive text T_i, then T_j is sufficiently homosignificative with T_k.

Po 18 – Postulate of the situational dependence of translational equivalence

Even if translative text T_j is sufficiently translationally equivalent in one translative situation to text T_i, it is not necessarily translationally sufficiently equivalent to text T_i in another translative situation.

Po 19 – Postulate of the translational feasibility

If text T_i is translatable as text T_j, then T_j is translationally equivalent to T_i or T_j is translationally quasi-equivalent to T_i (thus, there are no non-translatable texts).

Postulates referring to providing translative equivalence

Po 20 – Postulate of terms as translandive and translative lingual units

If a translandive lingual unit is a term, then a translative lingual unit is either a functional equivalent, or a modified functional equivalent or a neologism.

Po 21 – Postulate of near equivalence (intersection)

If a translandive lingual unit and its potential functional equivalent in the target language are sufficiently convergent with respect to all essential dimensions and most secondary dimensions, then they are sufficiently equivalent with respect to a set of relevant dimensions.

Po 22 – Postulate of near equivalence (inclusion of a translative unit in a translandive unit)

If a translandive lingual unit is convergent with respect to all of the properties of a translative unit and the translative unit is convergent with respect to all of the essential and most of the secondary properties of the translandive unit, then they are sufficiently equivalent with respect to relevant dimensions.

Po 23 – Postulate of near equivalence (inclusion of a translandive unit in a translative unit)

If a translative lingual unit is convergent with respect to all of the properties of a translandive unit and the translandive unit is convergent with respect to all of the essential and most of the secondary properties of the translative unit, then they are sufficiently equivalent with respect to relevant dimensions.

Po 24 – Postulate of partial equivalence (intersection)

If a translandive lingual unit and its potential functional equivalent in the target language are sufficiently convergent or permissibly complementary with respect to all essential properties from relevant dimensions and some secondary properties, then they are not sufficiently equivalent with respect to a set of relevant dimensions unless the translative unit is modified to diminish the distance between the units or a sufficiently equivalent term is coined.

Po 25 – Postulate of partial equivalence (inclusion of a translative unit in a translandive unit)

If a translandive lingual unit shares all of the properties of a translative unit and the translative unit only most of the essential and some of the secondary properties of the translandive unit, then they are not sufficiently equivalent with respect to relevant dimensions unless the translative unit is modified to diminish the distance between the units.

Po 26 – Postulate of partial equivalence (inclusion of a translandive unit in a translative unit)

If a translative lingual unit shares all of the properties of a translandive unit and the translandive unit only most of the essential and some of the secondary properties of the translative unit, then they are not sufficiently equivalent with respect to relevant dimensions, unless the translative unit is modified to diminish the distance between the units.

Po 27 – Postulate of non-equivalence (intersection)

If a translandive lingual unit and its potential functional equivalent in the target language are sufficiently convergent or permissibly complementary with respect to only a few essential properties, then they are not sufficiently equivalent with respect to a set of relevant dimensions.

Po 28 – Postulate of non-equivalence (intersection of secondary dimensions)

If a translandive lingual unit and its potential functional equivalent in the target language are sufficiently convergent or permissibly complementary with respect to only secondary properties, then they are not sufficiently equivalent with respect to a set of relevant dimensions.

Po 29 – Postulate of non-equivalence (inclusion of a translative unit in a translandive unit)

If a translandive lingual unit shares all of the properties of a translative unit and the translative unit only a few of the essential properties of the translandive unit, then they are not sufficiently equivalent with respect to relevant dimensions.

Po 30 – Postulate of non-equivalence (inclusion of a translandive unit in a translative unit)

If a translative lingual unit shares all of the properties of a translandive unit and the translandive unit only a few of the essential properties of the translative unit, then they are not sufficiently equivalent with respect to relevant dimensions.

Po 31 – Postulate of zero equivalence (lack of similarity between source and target legal realities)

Absolute legal system divergence occurs when there is no functional equivalent in the target legal system for a particular translandive unit which is sufficiently convergent or permissibly complementary with respect to any dimensions.

Po 32a – Postulate of collocations as translandive and translative lingual units

If a translandive lingual unit is a collocation, then a translative lingual unit is based on a functional equivalent if such a functional equivalent exists.

Po 32b – Postulate of collocations as translandive and translative lingual units

If a translandive lingual unit is a collocation and there is no a functional equivalent for the core word of the collocation, then a translative lingual unit is coined by the translator.

Po 33 – Postulate of texts as translandive and translative lingual units

If a translandive lingual unit is a text composed of sentences, then a translative lingual unit conforms to the grammatical rules of structuring texts of a given genre in a target text.

Po 34 – Postulate of translation in the absence of a corresponding translative text genre

If a translandive lingual unit is a text composed of sentences and there is no corresponding genre of text in the translative legal reality, then a translative lingual unit shall conform to the grammatical rules of structuring texts of a closest hyper-genre with respect to the translative text existing in a translative legal reality.

Postulates referring to translational adaptation

Po 35 – Postulate of the adaptive preservation of translatability

If text T_i is translatable as T_j, and T_j is translationally adapted as T_k, then T_i is translatable as T_k.

Po 36 – Postulate of adaptation and comprehension

If a translative text has been adapted to the requirements of the recipient, then the recipient understands this text.

Po 37 – Postulate of acceptability and comprehension

If a translative text is acceptable to the recipient, then this text is also understandable to the recipient and preserves the intended meaning of the translandive text sufficiently accurately.

Postulates referring to the translator

Po 38 – Postulate of translator and comprehension

If *h* translated text T_i as text T_j, then *h* understands both these texts.

Po 39 – Postulate of translator's idiolect impact on translation

If the translandive text is translated by different translators, then each translative text produced by a different translator is potentially different linguistically from each other.

Po 40 – Postulate of the time of translation impact on translation

If the translandive text is translated at different times, then each translative text produced at different time is potentially different linguistically from each other.

Po 41 – Postulate of translator's experience and knowledge impact on translation

The more experienced and knowledgeable the translator is in the field of translation, the higher quality translations he potentially renders.

Po 42 – Postulate of the impact of the time factor on translation

The more time the translator devotes to rendering translation, the higher quality translations he potentially produces.

Po 43 – Postulate of the impact of the observation of translation steps on the quality of translation

If the translator fails to observe the steps of translation, the lower quality of translation he produces with each non-observed step.

Postulates referring to the commissioner

Po 44 – Postulate of commissioner's impact on translation

The more willing to share information on the communicative community of recipients the commissioner is, the higher degree of adjustment and adaptation of translation to the requirements of such community the translator potentially achieves.

Postulates referring to recipients of translative texts

Po 45 – Postulate of a specialist as a recipient of a translative text

If a recipient of a translative text is a specialist in the field of law, then the recipient expects a higher degree of precision revealing legal system differences in the process of legal communication.

Po 46 – Postulate of a non-specialist as a not legally affected recipient of a translative text

If a recipient of a translative text is not a specialist in the field of law, then the recipient expects a lower degree of precision in the process of legal communication when the recipient's legal status is not directly affected by the contents of the translative text.

Po 47 – Postulate of a non-specialist as a legally affected recipient of a translative text

If a recipient of a translative text is not a specialist in the field of law, then the recipient expects a higher degree of precision in the process of legal communication when the recipient's legal status is directly affected by the contents of the translative text.

Po 48 – Postulate of a recipient of a translative text operating in translandive legal reality

If a recipient of a translative text is to operate in the translandive legal reality, then the recipient expects a higher degree of

precision revealing legal system differences in the process of legal communication.

General legilinguistic translatological postulates

Po 49 – Postulate of interdisciplinarity of legilinguistic translation

Legilinguistic translation is interdisciplinary as it intersects law, linguistics and usually some other field.

Po 50 – Postulate of the impact of legal system differences on translation

The more differences there are between the legal system reflected in a translandive text and a legal system of the target language, the more difficult the process of translation is.

[Numerous/most translation difficulties result from differences between the source language legal system and the target language legal system.]

Po 51 – Postulate of legal effect (consequences) of plurilingual legislation

If the translandive text and translative text belong to the set of plurilingual legislation, then the translation is considered effective if the translandive text and translative text have the same legal effect (consequences).

Po 52 – Postulate of legal effect of the translandive text and informative content of the translative text

If the translandive text is binding, then the translative text is communicatively successful if it conveys the informative content about the legal effect (consequences) of the translandive text

Po 53 – Postulate of legal effect of the translative text and informative content of the translandive text

If the translative text is binding and the translandive text is informative, the translative text is communicatively and legally successful if it conveys the informative content about the intended legal effect (consequences) of the translandive text.

Po 54 – Postulate of communicative effectiveness

If a translative text is comprehended in the desired way, then the communication is effective.

Po 55 – Postulate of the impact of the quality of translandive text on the quality of translative text

The lower the quality of a translandive text is, the more difficult it is to render a high quality translative text.

Po 56 – Postulate of the effect of language potential on translation

Numerous translation difficulties result from differences in the communicative potential of the source and target languages,

especially when the potential of the latter is limited in comparison with the former.

Appendix 3.
Table with the number of terms extracted for each topic-related group from the Polish Civil Code

Total number of terms excerpted from the Polish Civil Code for the Polish language 2397

Topic	Total number of Polish terms	Chinese	English	Greek	Hungarian	Spanish	Swedish
Book 1	**Total 373**	**202**	**124**	**108**	**203**	**110**	**132**
Persons	141	103		108	91	110	132
Tenders	17	17	17		13		
Auctions	14		16		11		
Negotiations	16		16		7		
Offers	22	22	21		19		
Representation	41		41		41		
Civil law notaries	13		13				
Time limits	48				21		
Declarations of will	62	60					
Book 2	**Total: 692**	**352**	**692**	**530**	**330**	**546**	**171**
Rights in things	37		37	35	35	34	
Ownership	68		68		59	64	
Co-ownership	45	45	45			28	
Perpetual usufruct	15		15	16	14	15	
Usufruct	38		38	38		38	
Servitudes	47		47	42	42	40	
Things	106	101	106	102		99	71

Googs which are not things	91	70	91	77	70	80	
Securities	126	124	126	126	110	103	100
Pledges	48		48	35			
Mortgages	14	12	14	13		10	
Possession	46		46	46		35	
Co-operative member's ownership right to an apartment/a dwelling unit	11		11				
Book 3	**To-tal 969**	**655**	**214**	**583**	**691**	**655**	**853**
Obligations in general	408	412		407	361	259	322
Contract of donation	62	54		62	45	62	63
Contract of delivery	12			12	9	12	12
Contract of life estate	25				15	22	24
Contract of tenancy	14	14		14	12	14	14
Consignmen t shop contract	19	17	19		13	19	19
Surety contract	14				14	14	14
Polish contract of loan (letting for use)	13	12			9	13	12
Storage contract	18	18			16	18	18
Contract for carriage	32	31	32+5		23	32	32
Contract of allowance	29	24			21	29	28
Constructio n contract / Contract for	11		11		8		11

carrying our construction /renovation works							
Contract of storage / warehousing	14	14			9		14
Contract of forwarding	17				6		17
Contract of civil law partnership formation	9		11	9	9	9	11
Contract of sale	49	39			23	48	49
Contract for hotel services	11		11			10	11
Money transfer contract	15				5		14
Insurance contract	34		35		18		32
Contract of agency	18			18	15		19
Contract to perform a specified task or work	37		37	38	27	35	39
Contract of mandate	20		23		18	20	22
Conveyance and transfer of an immovable	17						18
Contract for use of a thing free of charge	15					15	15
Contract of leasing with an option to purchase	24	20	23+7	23	15	24	23
Conciliation	30 (bra						

	k tabel i)						
Book 4.	**To-tal 386**	**274**	**386**	**103**	**99**	**210**	**386**
Succession	386	274	386	103	99	210	386

Appendix 4.

Table with the number of terms extracted for each topic-related group from the Polish Code of Civil Procedure

Total number of terms excerpted from the Polish Civil Code for the Polish language 1783

Topic	Total numer of Polish terms	Chinese	English	Greek	Hungarian	Spanish	Swedish
Total		**1009**	**1280+13**	**1132**	**993**	**891**	**809**
Mediation	132	100	132		97	104	142
Arbitration	266	125	266		164	136	
Courts	74	65	74+3	58	56	55	
Litigious proceedings	672	412	580	675	421	145	300
Claim-securing proceedings	95			101		100	
Non-litigious proceedings in general	73	72	72	73	55	69	71
Proceedings concerning property rights	45		24	33		31	
Deposits	36	13	15		23	31	36
Family and guardian-ship proceedings	89				32		89
Registration proceedings	90	90	90+10	90		88	
Non-litigious proceedings concerning rights of persons	27	26	27	26		27	36

Conciliato-ry proceedings	48				48		
Debt enforce-ment (execution)	155	106		76	97	105	135
Total number		**2492**	**2696+13**	**2456**	**2316**	**2277**	**2351**

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