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LEXICAL UNITS IMPEDING THE PERCEPTION OF LEGALESE IN THE CONTEXT OF PLAIN LANGUAGE PRINCIPLES

Anotacija

Straipsnyje aptariamos teisinio stiliaus ypatybės bei reikalavimai teisei ir supaprastintajai kalbai (*plain language*). Siekiama išanalizuoti teisinės kalbos perteikimą supaprastintosios kalbos išgalėmis, pertvarkant specialųjį tekstą taip, kad jis atitiktų adresato (nespecialisto) žinių lygį. Tyrime, paremtame Lisabonos sutarties teksto analize, matyti, kad daugelis tipinių teisinės kalbos leksinių raiškos priemonių kelia sunkumų eiliniam skaitytojui. Šiuolaikinėje visuomenėje teisinio stiliaus vartojimas nebeapsiriboja komunikacija tarp teisinės profesijos atstovų. Tuo tikslu supaprastintosios kalbos principus imta taikyti oficialių dokumentų tekstams, išlaikant tokias teisinio stiliaus ypatybes, kaip tikslumas, aiškumas, glaustumas ir kt. Nuolat augantis poreikis perteikti profesines žinias nespecialistams natūraliai didina intralingvistinio vertimo poreikį ieškant teisinės kalbos raiškos priemonių konkurentų supaprastintojoje kalboje.

PAGRINDINIAI ŽODŽIAI: teisinė kalba (teisinis stilius), supaprastintoji kalba, kalbos raiškos priemonių konkurencija, intralingvistinis vertimas.

Abstract

The research considers the features and requirements for legal language and plain language with the purpose to analyse legalese in the context of plain language as a means to ensure

clear expert-to-layman communication. The findings based on the analysis of the text of the Treaty of Lisbon show that many typical lexical features of legal language cause vagueness and impede the reader's perception. Nowadays, the use of legalese is not restricted to the legal profession any more. Therefore, recently the principles of plain language have started being applied to official documentation with the emphasis on precision, clarity of expression, avoidance of unnecessary details, etc. The ever-increasing demand for clear expert-to-layman communication naturally increased the demand for intralingual translation by applying plain language principles to legal language.

KEY WORDS: legal language (legalese), plain language, competition of linguistic means of expression, intralingual translation.

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Introduction

Legal language is best understood by its professional users – lawyers, and in many cases it became a professional jargon, characterized by specific features, such as the use of technical terms, foreignisms, nominalization, verbosity and the like, which cause difficulties for a layman to understand the actual meaning. Furthermore, specificity of a legal text in any language requires accuracy and precision, clarity and avoidance of unnecessary details (Tiersma 2000, Gibbons et al. 2004, Mattila 2006, 2013, Rudnickaitė 2012, etc.), otherwise legal documents may be incomprehensible and misleading. Thus, the requirements for legal writing presuppose legal drafting to be plain and void of any abundant elements. In this respect, the idea of plain language¹ principles, which “attempt to make the language of the law simple and comprehensible, while ensuring that the legal language continues to perform its task of being as explicit and watertight as possible” (Gibbons et al. 2004) – seems compatible with the main stylistic features applicable to legalese – *clarity*, *consistency*, *brevity*. However, precision in legal writing often leads to *over-precision*, resulting in long-winded sentences *full of unnecessary elements* and *lack of clarity of expression*, thus leading to the idea that the precision of legal language

¹ “Plain English is understood as “clear, straightforward expression, using only as many words as are necessary. It is language that avoids obscurity, inflated vocabulary and convoluted sentence construction. It is not baby talk, nor is it a simplified version of the English language. Writers of plain English let their audience concentrate on the message instead of being distracted by complicated language. They make sure that their audience understands the message easily” (by Professor Robert Eagleson). [viewed: 05 April 2014. Internet access: <https://www.plainenglish.co.uk/files/issue73.pdf>].

is just a myth (Mellinkoff 1983). Therefore, it seems that in reality the requirements for legal texts appear to be far apart and thus difficult to reconcile. To this end, the explanation of this paradox requires argumentative discussions and stands out as one of the core issues further in the research.

To address the issue in question, the research analyses the features and requirements for legal language and plain language with the purpose to analyse the competitors of lexical units in legalese and plain language, capable of ensuring clear expert-to-layman communication.

To fulfil the purpose above, the following tasks have been put forward:

- 1) to analyse and identify the lexical units which cause vagueness and misunderstanding in legalese;
- 2) to look into the competing means of expression between legalese and plain language;
- 3) to explore the intralingual transfer from legalese to plain language as a means to ensure clear expert-to-layman communication.

The methods of the research include:

- scientific literature analysis – to analyse the stylistic features of legalese and plain language;
- comparative analysis – to compare the lexical means of expression of legal English and plain English as a basis for intralingual translation;
- exemplification method – to identify lexical features of legalese and exemplify their occurrences in the Treaty of Lisbon, as well as to suggest their possible competitors in plain English.

The research of lexical features of legalese is based on the text of the Treaty of Lisbon 2007 (English version). This Treaty was taken for the analysis due to its complicated language, which ostensibly led this long-awaited legislation to be delayed for many years². Thus lexical means of expression featuring legal English in the Treaty of Lisbon and their possible competitors in plain English are viewed as the object of the current research.

² “No is plain English for... NO”, *Plain English. The voice of Plain English Campaign*, Autumn 2008, Issue 73, p. 6. [viewed: 12 December 2012. Internet access: <https://www.plainenglish.co.uk/files/issue73.pdf>].

Legal Language in Historical Perspective

Legal English shares stylistic features with other legal languages of Europe. This is due to the fact that European countries share “a common legal heritage that began in Rome, was systematized in Byzantium, was re-discovered and elaborated in northern Italy, and then spread throughout much of Europe” (Tiersma 2010, 5). Nowadays, legal language is heavily influenced by the Latin terminology, which once played an important role in legal professional life, even more so because Latin was used in science and education throughout Europe. Moreover, legal treaties have mostly been issued in Latin until a couple of centuries ago (Tiersma 2010, 6). Nevertheless, even today Latin concepts are typical to many legal writings, including the laws and regulations currently issued by the European Parliament.

The Treaty of Lisbon is not an exception, therefore it contains such Latinisms as *inter alia* [3]³, *acquis* [51], *communautaire* [1], *ad hoc* [1], etc. Many Latin terms have become “native” in the English language, such as *annexed* [41], *preamble* [21], etc. Interestingly, in Eastern Europe (with Lithuania among them), the use of Latin has increased as post-Soviet states have abandoned socialist law by re-introducing legal terminology as the counter-reaction to “the fact that the first decrees of Soviet power were not drawn up by professional lawyers but by ordinary citizens elected to decide common affairs” (Mattila 2006, 95). Moreover, as Tiersma claims, Latinisms prevail in legal writing because, firstly, they are difficult to translate and secondly, they sound more erudite and authoritative in the original (Tiersma 2010, 7).

Speaking about the words of French origin (e.g. *amendment(s)* [41], *parliament(s)* [371], *citizen(s)* [28], *damage* [1], *force* [74], *action* [94], *appeal* [139], *agreement* [51], *property* [9], *crime* [18], etc.), their occurrence in legal language was stipulated by the fact that French was “the language of treaties and diplomacy during much of the eighteenth and nineteenth centuries” (Tiersma 2010, 10), resulting in the promotion of the use of French legal concepts and terminology in the English language. Interest-

³ Here and later in the article, the number given in the square brackets indicates the frequency of occurrences of the words (phrases) in the *Treaty of Lisbon*.

ingly, legal transactions relied on reciting exact verbal formulas, the use of which often contained poetic devices to facilitate memory (Tiersma 2010, 13). Later these formulas resulted in the occurrence of a typical linguistic feature of legalese – *binomials*, *trinomials* or *multinomial* (also known as *duplets*, *triplets* or *multiplets*).

The legal profession in England continued using French even after it ceased being spoken. Abolition of French and Latin in legal proceedings was introduced only in 1731, and after that all the previously written documents had to be translated from French and Latin to English, favouring mainly word-for-word translation (Tiersma 2010, 16), and often retaining French word order as in *Secretary-General [8]*, etc., or were left untranslated at all. Thus these words / phrases became mere technical terms with a specific legal meaning. In time, in the legal profession, a number of legal foreign words have entered ordinary language, as is the case with *court [139]* or *judge [7]*; other words, on the other hand, started functioning exclusively as technical legal terms.

Lexical Means of Expression of Legal Language (Based on the Treaty of Lisbon)

After a short overview of the legal language in the historical perspective, it is worth noting that this article is devoted for the analysis of lexical means of expression of legalese that impede perception. Traditionally, linguistic features of legalese are divided into three major categories: *lexical*, *syntactic* and *discourse*. This paper, however, is exclusively focusing on the lexical features, though the boundaries between all of these categories are not always clear, e.g. nominalization and binomials (or multinomials) can be treated from both lexical and syntactic standpoints, meanwhile syntactic features in some cases overlap with the discourse features as in the case with anaphora (which, for this reason, will not be discussed further in this article).

The paper does not aim at giving an exhaustive list of all the possible lexical items found in the Treaty of Lisbon, but rather attempts at classifying the possible occurrences of lexical features observable in the Treaty (see Table 1).

Table 1

Lexical features of legalese (based on the Treaty of Lisbon)

LEXICAL FEATURES		EXAMPLES
Foreignisms	Words of Latin origin	<i>inter alia</i> [3], <i>ad hoc</i> [1], <i>acquis</i> [51], <i>annexed</i> [41], <i>preamble</i> [21], etc.
	Words of French origin	<i>amendment(s)</i> [41], <i>parliament(s)</i> [371], <i>citizen(s)</i> [28], <i>damage</i> [1], <i>force</i> [74], <i>appeal</i> [139], <i>agreement</i> [51], <i>property</i> [9], <i>crime</i> [18], etc.
	Words of Old English origin	<i>the said</i> [18] (<i>Member State</i>), <i>such</i> [105] (<i>assets</i>), <i>aforementioned</i> [3], <i>notwithstanding</i> [6], <i>hereafter</i> [2], <i>therein</i> [7], <i>thereof</i> [32], <i>whereof</i> [2], <i>thereunder</i> [2], etc.
Legal jargon	Technical terms	<i>subsidiarity</i> [29], <i>proportionality</i> [18], <i>enlargement</i> [2], <i>appropriations</i> [6], <i>infringement</i> [2], <i>arbitration</i> (2), <i>deemed</i> (20), etc.
	Legal terms which have become of general use	<i>proceedings</i> [14], <i>fiscal</i> [3], <i>assign</i> [5], etc.
Special meanings for ordinary words	Common terms with uncommon meaning	<i>maintenance</i> [3], <i>consideration</i> [3], <i>find</i> [1], <i>determined</i> [17], <i>agreement</i> [51], <i>costs</i> [2], <i>party(-ies)</i> [26], etc.
	Modal 'shall' [2552]	<i>the preamble shall be amended, Articles 5 to 8 shall be renumbered, the Council... shall adopt..., etc.</i>
Vague words		<i>sufficiently</i> [1] (<i>achieved</i>), <i>any</i> [143] (<i>appropriate proposal</i>), (<i>as amended</i>) <i>elsewhere</i> [2], <i>as far as may be necessary</i> [1], etc.
Phrasal verbs		<i>lay down</i> [29], <i>called upon</i> [2], <i>call on</i> [1], <i>call for</i> [1], <i>set out</i> [80], <i>set up</i> [9], <i>set forth</i> [1], etc.
Nominalization		<i>assessment</i> [5], <i>establishment</i> [17], <i>storage</i> [2] (<i>of information</i>), <i>allocation</i> [5], <i>determination</i> [7], <i>limitation(s)</i> [7], <i>coordinatio+n</i> [20], <i>cooperation</i> [210], <i>collection</i> [2], <i>adoption</i> [69], etc.
Binomials / trinomials / multinomials	Binomials (duplets)	<i>terms and conditions</i> [6], <i>subsidiarity and proportionality</i> [14], <i>laws and regulations</i> [11], <i>goods and services</i> [1], <i>proposals and initiatives</i> [1], <i>binding upon or applicable to</i> [2], <i>in good and due</i> [1], etc.
	Trinomials (triplets)	<i>provision, measure or decision</i> [4], <i>freedom, security and justice</i> [24], etc.
	Multinomials (multiplets)	<i>institutions, bodies, offices and agencies</i> [9], etc.

LEXICAL FEATURES	EXAMPLES
Abbreviated language	<i>TFEU [21], TEU [37], TEC [18], Europol [7], EU [3], EC [6], etc.</i>
Capitalization	<i>Member States [547], Council [784], Eurojust [6], Ombudsman [3], Treaty of Lisbon [67], Article [3474], Title [313], Preamble [21], etc.</i>

Foreignisms are the archaic expressions that add to the degree of formality in legal writing. **Words of Old English origin** include **unique determiners** (or **pro-forms**), which are not much in general use. For example, *the said, the same, aforementioned*, and the like mean *this, the, the particular, the one that is being concerned and no other*, as in the ‘*said Committees*’, ‘*such assets*’, etc. Such terms in legal texts frequently do not replace the noun, which is, in fact, the purpose of pro-forms, but are used as adjectives to modify the noun (Nawaz et al. 2013, 227), as in ‘*the said Member State*’, ‘*the aforementioned Article 6*’. Another case of **words of Old English origin** include **pronominal adverbs**, for example, *whereof* or *therein* and further derivatives, including *-at, -in, -after, -before, -with, -by, -above, -on, -upon*, etc. Pronominal adverbs are used in legal English primarily to avoid repetition (ibid.), as in *hereafter, therein, thereof, hereunder, thereunder*, etc.

As the Table 1 above shows, another obvious feature of legalese is **technical terms – legal terms which have become of general use** in ordinary language, and, vice versa, words that have acquired **special meanings for ordinary words**, i.e. common terms with uncommon meaning. For example, the word ‘assignment’ does not have the meaning of a “task or duty” or “something that is assigned” but means the “transference of a right, interest or title” in legalese; moreover, the modal ‘**shall**’ has also acquired a different meaning in legalese, which refers not to the future tense, but imposes an obligation or duty on someone (e.g. *the preamble shall be amended, Articles 5 to 8 shall be renumbered*, etc.), is also a frequent element of legal language. In fact, preference of ‘shall’ to ‘will’ is also related to formality as in the case with the above-discussed foreignisms.

Though it seems that legal writing should by no means allow obscurity, in reality, **vague words** is yet another common feature. Such vague words in many cases do not carry a clear meaning but rather prove to be

redundant and obscure. As Mattila assumes, this is due to the abstract character of legal language because “legal rules have to be applied to a series of specific cases that are incapable of precise advance definition” (Mattila 2006, 35).

Furthermore, **phrasal verbs** cause many difficulties even in common language, not to mention the problems caused by phrasal verbs used in legal language. Naturally, the major impediment is caused by their multiple meanings.

The cases of **nominalization** – nouns constructed from verbs – are typically formed by adding suffixes such as *-age* (e.g. *storage (of information), passage, heritage*), *-tion* (e.g. *allocation, coordination, cooperation, adoption, etc.*) or *-ment* (e.g. *contain some assessment, for the establishment, etc.*). Nominalizations are often used instead of verbs and make a text sound awkward and heavy-going.

Binomials (**trinomials** or **multinomials**) are expressions, parallel structures used as synonyms or partial synonyms. They are formed as a sequence of two (in binomials), three (in trinomials) or more words (in multinomials) belonging to the same form class, which are syntactically coordinated and semantically related (e.g. *terms and conditions, goods and services, proposals and initiatives, binding upon or applicable to, provision, measure or decision, freedom, security and justice, institutions, bodies, offices and agencies, etc.*). Binomials came from the Norman period and are fixed as frozen expressions, typically irreversible (Tiersma 2010, 10). Duplets or triplets originally were formed for the sake of completeness. However, sometimes the words used mean exactly the same thing (e.g. *terms and conditions*); although that is not always the case in legal writing, as in *provision, measure or decision*.

The Treaty of Lisbon contains a few **abbreviations**, (e.g. *TFEU, TEU, TEC, Europol, EU, EC, etc.*), which have been explained in the document either next to the abbreviation or in the footnotes.

Finally, the Table 1 above includes an arguable lexical feature – **capitalization**, i.e. capitalization of the initial letters of positions of people and institutions involved (e.g. *Member States, Council, Eurojust, Ombudsman, etc.*), or the names of documents or their parts (e.g. *Treaty of Lisbon, Article, Title, Preamble, etc.*). As the particular lexical items of the Treaty are

capitalized and this is typical to legal style in general, capitalization was attached to the list along with the lexical features.

In addition, legal language features another common characteristics – ***pairs of words with a reciprocal relationship*** with *-er*, *-or*, and *-ee* name endings. There were no cases of this type of lexical units found in the Treaty of Lisbon, though. Nevertheless, legal English typically contains words and titles, in which the reciprocal and opposite nature of the relationship is indicated by the use of alternative endings (e.g. *lessor / lessee*, *employer / employee*).

Not all the cases of legalese as listed above impede perception. Capitalization for that sake might add to the perception rather than prevent it. However, many other lexical features are seen as requiring and capable of adequate and reader-friendly competitors in plain language. To avoid confusing and obscure language in legal writing, and to clearly communicate the intended message the following have been distinguished by the author of these lines as the most challenging cases in terms of perception:

- Foreignisms,
- Nominalization,
- Complicated technical terms,
- Legalese with special meaning,
- Vague words,
- Binomials / multinomials,
- Abbreviations.

Solutions on how to avoid vagueness and facilitate comprehension in legal writing will be introduced later in the paper after giving a brief account on the plain language principles.

Plain Language in Historical Perspective

Since the Middle Ages there has been a growing tendency to express the law in the language which would be understandable to those subject to it, and this is much compatible with the ideas of plain language promoters. This tendency was intensified in the eighteenth and nineteenth centuries, when a number of countries “codified their laws using their national languages” (Tiersma 2010, 12). Moreover, in the twentieth century, the plain language movement pertaining the areas of business, medicine and the law

started influencing the issuance of new laws with respect to the primary audience – ordinary people, so that to ensure clear communication of laws to laymen. Plain language features a reduced number of anachronisms in legal texts, the use of modern equivalents to replace technical terms or foreignisms as well as other improvements.

Plain language emphasizes such stylistic features as clarity, brevity, avoidance of technical language, especially when speaking about official communication, including laws. The intention here is to write in a manner that is easily perceived by general public: appropriate to the level of their skills and knowledge, clear and direct, free of clichés and unnecessary jargon which results in gobbledygook – the language that is excessively hard to understand to general readers⁴.

The problem with gobbledygook lies in the fact that “professionals stick to their technical terminology even in interaction with laymen as they are rarely trained to verbally leave their special area of focus in order to communicate with the unknowing public outside their field” (Schneidereit 2004).

The *Plain English Campaign* has been fighting for crystal-clear communication since 1979, directed against gobbledygook, jargon and misleading public information. Currently, we have laws and regulations against gobbledygook issued in many states of the US, Canada, Australia, South Africa, Britain and whole of the EU (Asprey 2003). The *Plain English Campaign*, initially seen as a part of the consumer movement, afterwards reached the spheres of business, medicine and the law. Lawyers when choosing legal words or expressions are concerned only about the secondary audience – other lawyers. Meanwhile, from the plain language perspective, the client – the primary audience – has to be equally able to understand the document, especially if it directly affects one’s life.

General principles of plain language⁵ in relation to lexical features include the following:

- ***Usage of words that are appropriate for readers.*** Using the simplest words does not mean choosing simple words but rather easily

⁴ Plain English Campaign [viewed: 12 April 2013. Internet access: <http://www.plainenglish.co.uk>].

⁵ *Guidelines on Writing in Plain English* [viewed: 24 March 2013. Internet access: <http://www.icid.salisbury.nhs.uk/HowTo/PatientInformation/Documents/WritinginplainEnglishMay05.doc>].

understandable ones. The total effect must be pleasing, while the writing easy to follow.

- **Avoiding legal jargon and foreign phrases.** Legal jargon and foreignisms are out of place as they are understood only by professionals. Words used for the sake of impression are out of place here. Preference is given to the ordinary words of native origin where possible.
- **Avoiding nominalization,** when noun-forms are used instead of verbs. Like passive verbs, too many of such cases make writing dull and heavy-going.
- **Usage of precise language and terminology** to avoid ambiguity.
- **Usage of short and simple words instead of long ones.** Plain language campaigners advise to never use a phrase where you can use one word.

Following the principles of plain language proves to be beneficial for writers and readers alike because a text becomes faster to write and faster to read, and the message is carried across easily and in a much friendlier manner.

Let us analyse but a few cases in the Table 2 so that to exemplify reader-friendly competitors for legal English in plain English.

Table 2

Legal English vs. Plain English (based on the Treaty of Lisbon)⁶

LEGAL ENGLISH	PLAIN ENGLISH
<i>Foreignisms</i>	
These proposals may, inter alia , serve [3]	These proposals may, among other things , serve
to provide ad hoc assistance [1]	to assist for this purpose
<i>Technical terms</i>	
enlargement [2]	enlargement – expansion of the EU to include new members
subsidiarity [29]	subsidiarity – principle that, whenever possible, decisions must be taken at the level of government closest to citizens

⁶ The intralingual translations to Plain English as suggested by the author of these lines are not necessarily the only possible solutions.

LEGAL ENGLISH	PLAIN ENGLISH
<i>Binomials</i>	
Who, having exchanged their full powers, found in good and due form [1]	Who, having exchanged their full powers, found in due form
It shall determine the terms and conditions for [6]	It shall determine the conditions for
<i>Nominalization</i>	
should contain some assessment [5]	should assess
carry out activities [7] taken into consideration [1]	to act considered
<i>Phrasal verbs</i>	
called upon to adopt [2]	required / forced / urged to adopt
set out (in that Protocol) [80]	described (in that Protocol)
<i>Legalese with special meaning</i>	
accepted by candidate States [1]	accepted by the States still negotiating to join the EU
to facilitate cohesion [22]	to facilitate cohesion* *Cohesion – an approach aimed at reducing social and economic disparities within the EU.
<i>Vague words</i>	
as amended elsewhere [2]	as amended [in Articles 3 and 5]
as far as may be necessary [9]	If needed
<i>Abbreviations</i>	
Europol [10]	European Police Office
TEU [37]	Treaty on European Union
TFEU [21]	Treaty on the Functioning of the European Union

As it is obvious from the examples above, it is possible to find adequate competitors for lexical means of expression of legal English by taking into account the plain language principles, and thus to ensure clearer expert-to-layman communication.

Summarising notes and Recommendations

Many English documents of present legal importance contain lexical means of expression, which make it difficult to read and understand legal texts. This is exemplified by the analysis of the text of the Treaty of Lisbon.

The most frequent lexical features of legal writing, which impede perception include: *foreignisms*, *nominalization*, *binomials (multinomials)*, *technical terms*, *legalese with special meaning*, *vague words*, *abbreviations*. Many if not all of these features are capable of reader-friendly substitutions by plain language means of expression.

To ensure a clear expert-to-layman communication, which leads to precise, vigorous language, eliminating unnecessary words, avoiding anachronisms and legal jargon, the following competitors for lexical means of expression of legalese are suggested:

- **Foreignisms** could be substituted by their native equivalents, e.g. *inter alia* – among other things; *hereunder* – according to / under (*this Treaty*).
- It is possible to avoid **nominalization** by using more active structures in legal texts, e.g. *to carry out activities* – *to act*.
- **Technical terms** could be defined or explained, e.g. *enlargement – expansion of the EU to include new members*. Moreover, hyperlinks or references, if needed, can be added to the text. However, excessive use of definitions also arises criticism among readers and language professionals alike.
- Usage of **legalese with special meaning** can be eliminated and suchlike jargon-words can be substituted by simpler and well-known terms, e.g. *the Court finds that...* – *the Court solves that...* In addition, it would be advisable to avoid using the modal “shall” to impose obligation or duty, but rather substitute it by a more straightforward competitor, e.g. *Articles 5 to 8 shall be renumbered* – *Articles 5 to 8 must be renumbered*, or by using a more neutral present simple tense instead, e.g. *Articles 5 to 8 is renumbered*.
- **Binomials (multinomials)**, especially if they are combined of synonyms and have identical meanings should also be reduced by leaving the most comprehensive words, thus forming a monomial instead of binomial, or binomial instead of trinomial, etc., e.g. *terms and conditions* – *conditions* (as a rule, only the second part of the binomial is typically translated interlingually (e.g. to Lithuanian)).
- **Abbreviations** should be avoided or their explanations given when the word is used first in the text or in the form of a list of abbrevia-

tions in the front pages of the legal document, e.g. *TEU – Treaty on European Union*.

- If to take **vague words** into account, they should be avoided or substituted by clearer competitors, e.g. *as amended elsewhere – as amended [in Articles 3 and 5]*.

Though the first steps proved to be successful in transfer from legalese to much friendlier communication in plain language, there is still a lot to be tackled. It is obvious that the demand for expert-to-layman communication is naturally increasing: most professionals find it difficult to write about their field of profession in layman terms, meanwhile, thirst for knowledge among non-professionals is growing with every single day. Translators could prove to be helpful here in transmitting the message encoded in a legal text in a reader-friendly manner by performing intra-lingual translation from legal to plain language. However, this has to be done with great precision and care so that not to violate the meaning of the original message and to facilitate the reader's comprehension. For this sake, thorough research needs to be carried out into the competitors of linguistic means of expression of legalese and plain language.

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TEISINĖS KALBOS LEKSINIŲ VIENETŲ PERCEPCIJOS PROBLEMA SUPAPRASTINTOSIOS KALBOS PRINCIPŲ KONTEKSTE

Santrauka

Dėl savo specifiškumo teisinė kalba kelia sunkumų ne tik plačiajai visuomenei, bet ir patiems teisinės profesijos atstovams. Joje gausu kalbos suvokimą apsunkinančių leksinių, sintaksinių ir diskurso priemonių: lotynizmų, specialiųjų terminų, frazių veiksmazodžių, ilgų įterptinių sakinių ir kt. komponentų.

Vis dėlto teisinei kalbai yra keliami griežti reikalavimai: kalba turi būti aiški, nedviprasmiška, glausta, tiksli ir pan. Vadinasi, tokių reikalavimų laikymasis turėtų užtikrinti teisinės kalbos paprastumą, aiškumą, tikslumą, tačiau taip nėra. Paradoksalu, bet bandymas aiškiai dėstyti mintis teisinėje kalboje neretai veda prie daugiažodžiavimo, todėl sakiniai tampa gremėzdžiški, ilgi, o tai trukdo sklandžiai ir aiškiai reikšti mintį. Ne veltui D. Mel-linkoffas (1983) teigia, kad teisinės kalbos tikslumas tėra mitas. Visa tai suponuoja straipsnio problematiką – bandymą suderinti griežtus reika-

lavimus, keliamus teisinei ir supaprastintajai kalbai, ir tuo pat metu užtikrinti aiškų minties perteikimą eiliniam jos vartotojui, kuris neretai neturi nieko bendra su teisine profesija.

Straipsnyje keliamas tikslas – išanalizuoti reikalavimus, keliamus teisinei (*legalese*) ir supaprastintajai (*plain language*) kalbai, bei nustatyti teisinės kalbos leksinių raiškos priemonių konkurentus supaprastintojoje kalboje, siekiant užtikrinti aiškų teisinės informacijos perteikimą nespecialistams. Straipsnyje keliami tokie uždaviniai:

1. Nustatyti teisinės kalbos leksinius vienetus, kurie apsunkina teksto suvokimą.
2. Išnagrinėti reikalavimus teisinei ir supaprastintajai kalbai bei jų leksinių raiškos priemonių konkurentus.
3. Aptarti intralingvistinio vertimo taikymo galimybes verčiant iš teisinės kalbos į supaprastintąją kalbą, kaip būdą aiškiai ir tiksliai perteikti teisinę informaciją nespecialistams.

Tuo tikslu išskirtas straipsnio objektas – teisinės kalbos leksinės raiškos priemonės, randamos angliškame Lisabonos sutarties (2007) tekste. Analizuojama, kokios leksinės raiškos priemonės labiausiai apsunkina teksto suvokimą ir ieškoma jų atitikmenų (konkurentų) supaprastintojoje kalboje.

Analizės rezultatai parodo, kad Lisabonos sutarties tekste yra daug sudėtingų leksinių raiškos priemonių, kurioms siūlomi jų konkurentai supaprastintojoje kalboje. Tokie teisinės kalbos leksiniai raiškos priemonių konkurentai nustatomi intralingvistinio vertimo pagrindu, keičiant teisinės kalbos leksinius vienetus jų atitikmenimis supaprastintojoje kalboje. Atliekant tokį intralingvistinį vertimą, remiamasi rekomendacijomis supaprastintajai kalbai. Pavyzdžiui, archaizmus ir kitus neangliškos kilmės žodžius siūloma keisti angliškais šiuolaikiniais jų konkurentais; dvinarius (daugianarius) žodžius, kurių prasmė identiška arba labai panaši, keisti vienanariais žodžiais; specialiuosius terminus keisti paprastesniais ir aiškesniais jų konkurentais arba tekste pateikti jų apibrėžimus; santrumpas būtina paaiškinti ir kt.

Augantis žmonių siekis suprasti teisinę kalbą be specialistų pagalbos natūraliai didina intralingvistinio vertimo iš teisinės kalbos į supaprastintąją kalbą poreikį. Taip yra todėl, kad daugeliui profesinės kalbos atstovų yra sudėtinga perteikti specialiąją informaciją kitų sričių atstovams. Šiuo

atveju vertėjai, atlikdami intralingvistines transformacijas tos pačios kalbos viduje, gali padėti jiems „susikalbėti“, t. y. teisiniame tekste užkoduotą informaciją perteikti skaitytojui suprantamesne, aiškesne kalba.

Vis dėlto intralingvistinis vertimas į supaprastintąją kalbą iškelia tokias grėsmes, kaip netikslus konkrečių leksinių vienetų reikšmių perteikimas, galimas teisinio turinio iškraipymas ir pan. Todėl reikalingi išsamesni šios srities tyrimai, padėsiantys išsiaiškinti, kiek teksto „supaprastinimas“ turi įtakos teksto tikslumui ir aiškumui.