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Legilinguistic studies 8

Studies in Legal Language and Communication

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Polish-Swedish Translation:
A Parametric Approach
to Comparison of Legal
Terminology

Milena Hadryan

Wydawnictwo Naukowe CONTACT
Poznań 2017

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List of Abbreviations

FB	Swedish Parental Code
gram.	grammatical
KC	Polish Civil Code
KK	Polish Criminal Code
KPA	Polish Code of Administrative Procedure
KPC	Polish Code of Civil Procedure
KPK	Polish Code of Criminal Procedure
KriO	Polish Family and Guardianship Code
lit.	literary
Pol.	Polish
pol.	polski
RB	Swedish Code of Judicial Procedure
SLO	source-language oriented
Sw.	Swedish
szw.	szwedzki
TLO	target-language oriented

INTRODUCTION

Legal translation is a relatively new subject of research, which started to develop rapidly at the end of the 20th and beginning of the 21st century. The increasing communication between cultures and countries representing various languages and legal systems made the legal translation become a more and more necessary translation task and subject of research.

The special character of legal translation results from the definition of legal language and its functions. Legal language is considered a language for specific purposes (Matilla 2006). However, there are various opinions among researchers about the functions of legal language and legal texts. The earlier research pointed out the information function (Reiss 1976), but nowadays it is rather claimed that legal texts have first of all a regulating purpose (Šarčević 2000). That makes legal language a special kind of LSP because legal texts regulate various fields of human activity and existence and therefore include many other LSPs besides ‘pure’ legal language. Legal language, which is also called in literature ‘the language of the law’, has been often criticized as incomprehensible or abstract. The reason for that is certainly that it refers to law, which is a metaphysical phenomenon, not existing in the physical world (Matilla 2006: 106).

The topic of this book is searching for equivalents of legal terms in Polish-Swedish translation. Typical of legal terms – contrary to other LSP terminology – is that they are strongly bound to national legal systems. Therefore it is of importance that the Swedish system is different from the Polish one. Carlson (2012) points out the hybrid character of the Swedish legal system:

“Although traditionally thought of as a civil law system, the Swedish legal system fits neither the category of a civil law or common law perfectly. It is not perfectly civil as it does not have a complete codification such as *Bürgerliches Gesetzbuch* or the Napoleon Code. (...) In contrast, certain areas of law (...) are almost entirely regulated by case law with little or no statutory provisions. However, Sweden

does not either fit perfectly within the common law designation, particularly in light of the perception of the role of the judiciary.”

(Carlson 2012: 38-39)

In contrast, the Polish legal system is a typical civil law system that has developed under the influence of German and French law. The main source of Polish civil law is the Civil Code (*Kodeks Cywilny*) regulating legal relations between private persons. In the Swedish legal system these relations are regulated in various codes (*balkar*), parliamentary acts (*lagar*), respectively by the case law (*rättspraxis*). This makes the search for Swedish equivalents of Polish civil law terms more difficult than in case of two corresponding civil law system.

The study is focused on legal terminology in Standard Swedish and Polish, but the Finland Swedish variety is taken into consideration to some extent, because the laws in Finland are codified in Finnish and Finland Swedish. In terms of the legal system in Finland, it resembles the Swedish model.

1. Purpose, scope and methodology of research

The purpose of this study is to point out some ways of determining translational equivalents for legal terms in Polish and Swedish. The theoretical foundations for this work are included in Matulewska (2013) and in the first part of the series (Matulewska 2017).

The theory is tested determining translational Swedish equivalents for Polish terms which have been extracted from the Polish Civil Code and Code of Civil Procedure. The scope of the research includes terms within Polish and Swedish civil law, however in some cases also terms from other branches of law (labour law, criminal law, administrative law) are taken into consideration. The research is focused on terms of high frequency and at the same time problematic in translation.

The applied methods are based on parametrization of legal terms (Matulewska 2013), comparison of parallel legal texts (Kielar 1977, Delisle 1999), the analysis of comparable texts, the *skopos*

theory (cf. Vermeer 2001) and pragmatic translation of legal texts (Kierzkowska 2002).

We will explain some methods in a more detailed way below. In order to establish equivalents (target terms) for a number of source terms we compare parallel legal texts. There are two types of parallel texts: texts in the source language and the target language, belonging to the same genre and collections of source texts and their translations. We resort usually to the former, i.e. to parallel statutory instruments in Polish and Swedish. The texts are then analyzed with respect to the equivalence of the source and target terms. In order to confirm our research or with the lack of parallel legal texts we resort to other information sources: legal commentaries on the statutory instruments, legal literature or databases. The study includes comprehensive descriptions of terms resulting from this type of research. The meaning of the terms based on comparison of parallel texts is called referential meaning, whereas the meaning resulting from further study including parametrization is called pragmatic meaning.

Additionally the source and target terms are parametrized taking into consideration a certain number of parameters (dimensions), where by parameters (dimensions) sets of homogenous properties of terms are meant. For instance, to the dimension 'lect' the following three properties belong: legal lect, vernacular lect or other LSP-lect. The Polish term *adopcja* ('adoption') represents vernacular lect, whereas the synonymous term *przysposobienie* – legal lect, that's why the term *adopcja* is complementary and the term *przysposobienie* is convergent with the Swedish term *adoption*, which represents legal lect. With respect to the dimension of 'branch of law' and 'sub-branch of law' terms can be also divergent in that way that a term represents more branches or sub-branches of law than it's potential equivalent. A property can also be indeterminate. We apply this concept referring to the dimension of 'language variety'. The language variety can be determined for Swedish as Standard Swedish or Finland Swedish, but for Polish, where a uniform language variety in written form is used, we describe the property as 'indeterminacy'. As a result of the parametrization we establish a set of dimensions in which the source and target terms are convergent or complementary to each other with respect to a dimension. The third possibility is that terms are divergent, i.e. they overlap with each other. It happens when e.g. a Polish term represents one branch of law and the Swedish term - two branches of law.

On the basis of the relations between the terms with respect to a dimension we can draw conclusions about the type of equivalence of the source and target terms: near equivalence, partial equivalence or non-equivalence (Šarčević 2000: 238-239). Other conclusions are drawn up in the form of directives recommending certain equivalents to given source terms. By directives we mean recommendations for translational equivalents, i.e. sufficiently equivalent terms which are verified in all aspects of their meaning and dimensions. The directives express how a term must be translated. However, in some cases they express how a term must not be translated. That happens if we particularly want to advise the translator against using a certain equivalent.

Occasionally also the *skopos* theory together with the model of pragmatic translation of legal terminology will be applied. The *skopos* theory lends particular importance to the pragmatic aspects of the translated text: the form of the target text must primarily focus on the function of the text in the target language. The assumptions of the *skopos* theory let Kierzkowska (2002) formulate the model of pragmatic translation and, as part of it, three types of recipients: a close, distant and self-defined recipient. A close recipient is familiar with the culture of target language or is strongly motivated to learn it. On the contrary, the distant recipient doesn't know and is not motivated to learn the culture of the target language. The self-defined recipient is a person or institution (e.g. translation agency). that has its own purposes of the translation and has developed its own terminology. Depending on the type of recipient four types of equivalence are proposed by Koller (1995) and Kierzkowska (2002):

- (i) denotative equivalence, i.e. referring to concepts of source language and culture – used mainly for close recipients,
- (ii) connotative equivalence, i.e. referring to target language and culture – used mainly for distant recipients,
- (iii) pragmatic equivalence, developed in accordance with special needs of self-defined recipients,
- (iv) textual-normative, i.e. applying linguistic and textual norms for a given text, used for all kind recipients.

In our study we apply some of those concepts. Additionally, we use the concepts of functional equivalent, i.e. a near equivalent used

in target language or the concept of descriptive equivalent referring to a concept in target language.

2. The research hypothesis

It is assumed that although the Swedish and Polish legal systems differ in their structure and content to some extent, it is possible to establish many near equivalents (i.e. sufficient equivalents) in this language pair. This is because the general legal concepts of law are very similar in both systems.

Potential equivalents resulting from comparison of legal terms are parametrized. The main research hypothesis is that the dimensions 'branch of law' and 'sub-branch of law' determinate equivalence of terms. It can for instance be assumed that:

- (i) if a Polish term and Swedish term are complementary or divergent in the dimension 'branch of law', the terms are not equivalent,
- (ii) if a Polish term and a Swedish term are divergent in the dimension 'sub-branch of law', the terms may be partially equivalent or not equivalent.

Partial equivalents may be considered sufficiently equivalent or require an adaptation, depending e.g. on the type of recipient: for a close recipient the adaptation is recommended.

Next hypothesis is that terms concerning family law are often partial equivalent or differ in their meaning to a such extent that it can be of importance for close recipients. This differences result from distinct cultures and organizations of social life in Poland and Sweden, resp. Finland.

3. Analyzed corpora

The research corpora in Polish and Swedish encompassed mainly statutory instruments in the field of civil law and civil procedure, but in some cases also other fields of law, that is to say:

- (i) the Polish Civil Code of 23 April 1964 as amended (*Ustawa Kodeks Cywilny z dnia 23 kwietnia 1964 r.*),

- (ii) the Polish Code of Civil Procedure of 17 November 1964 as amended (*Ustawa Kodeks Postępowania Cywilnego z dnia 17 listopada 1964 r.*),
- (iii) the Polish Family and Guardianship Code of 25 February 1964 (*Ustawa Kodeks Rodzinny i Opiekuńczy z dnia 25 lutego 1964 r.*),
- (iv) The Polish Criminal Code (*Ustawa Kodeks Karny z dnia 6 czerwca 1997 r.*),
- (v) the Polish Code of Criminal Procedure of 6 June 1997 (*Ustawa postępowania karnego z dnia 6 czerwca 1997 r.*),
- (vi) the Polish Code Criminal Code of June 6, 1997 (*Ustawa Kodeks Karny z dnia 6 czerwca 1997 r.*),
- (vii) The Polish Labour Code of June 26 1974 (*Ustawa Kodeks Pracy z dnia 26 czerwca 1974 r.*),
- (viii) The Swedish Marriage Code (*Äktenskapsbalk utfärdad den 14 maj 1987, SFS 1987:230*),
- (ix) the Swedish Parental Code (*Föräldrabalk given Stockholms slott den 10 juni 1949, SFS 1949:381*),
- (x) the Inheritance Code (*Ärvdabalk given Stockholms Slott den 12 december 1958:637*),
- (xi) the Land Code (*Jordabalk given Stockholms Slott den 17 december 1970, SFS 1970:994*),
- (xii) the Swedish Criminal Code (*Brottsbalk given Stockholms Slott den 21 december 1962, SFS 1962:700*),
- (xiii) the Code of Judicial Procedure (*Rättegångsbalk given Särö den 18 juli 1942, SFS 1942:740*),
- (xiv) the Execution of Judgments and Debt Enforcement Code (*Utsökningsbalk utfärdad den 25 juni 1981, SFS 1981:774*).

In some cases also other statutory instruments or sources of law are referred to. The latter concerns particularly Swedish law, where e.g. legislative preparatory works and case law have a special importance. Sources representing various branches of law are applied mainly to examine if the dimension of the branch of law affects the choice of equivalents for the analyzed terms.

4. The Swedish legal system versus the Polish legal system

The Swedish legal system is quite different as the Polish one, which is clearly divided into civil and criminal law, and further into civil or criminal substantive law and civil or criminal procedure. The boundary between e.g. civil and criminal law in the Swedish system is not as clear as in Polish legal system.

Within the Swedish legal system, areas of law are often first categorized as either public or civil law (that means private law), as in the Roman law tradition. Public law concerns issues between the political power, the state, counties and municipalities, and the individual. Private law concerns the relationship between two private parties. A major distinction between public and civil (ie private) law is that public law is mandatory (*tvingande*), while civil (ie private) law is seen as having a gap-filling function (*dispositiv*) in most cases (Carlson 2012:40).

The Civil Code of 1734 (*1734 års lag*), was passed by the Swedish Riksdag of the Estates in 1734. It became the foundation of the later civil code in Sweden as well as in Finland, which was then a Swedish province, although many alterations have been made since. The current Swedish Code of Statutes (*Sveriges Rikes Lag*) is founded on the civil code of 1734. Both Sweden and Finland have still the tradition to call important and central acts as codes (*balkar*), concerning specific topics, such as the Marriage Code (*äktenskapsbalk*), the Parental Code (*föräldrabalk*), the Inheritance Code (*ärvdabalk*) and then the Land Code (*jordabalk*), the Environmental Code (*miljöbalk*) and the Town Land Code (*byggningsbalk*), the Commerce Code (*handelsbalk*), the Penal Code (*brottsbalk*), the Code of Judicial Procedure (*rättegångsbalk*) and the Execution of Judgments and Debt Enforcement Code (*utsökningsbalk*).

The civil (private) law (*privaträtt* or *civilrätt*) consists of:

1. Family law (*familjerätt*)
 - Marriage Law (*äktenskapsrätt*)
 - Inheritance Law (*arvsrätt*)
2. The Law of Obligations and Property (*förmögenhetsrätt*)
3. The Law of Obligations (*obligationsrätt*)
 - Contract Law (*avtalsrätt*)

General Contract Law

- Specialized Contract Law
- Sales Law (*köprätt*)
- Law of Gifts (*gåvorätt*)
- Law on Business Organizations (*bolagsrätt*)
- Tort Law (*skådestånds rätt*)
- 4. The Law of Property
 - Real Property Law (*fastighetsrätt*)
 - General Real Estate
 - Specialized Real Estate Law
- 5. Third party rights to property (*sakrätt*)

In addition procedural law in the Swedish system is primarily set out in the Code of Judicial Procedure (*Rättegångsbalk*, RB 1942:740), which encompasses both civil and criminal procedure. The Swedish Code of Judicial Procedure includes followings parts:

- Part One: The Court System
- Part Two: General Procedure (Proceedings in Civil Cases, Proceedings in Criminal Cases, General Provisions)
- Part Three: Evidence
- Part Four: Procedure in the District Courts (Civil Procedure, Criminal Procedure)
- Part Five: Procedure in the Courts of Appeal
- Part Six: Procedure in the Supreme Court
- Part Seven: Extraordinary Judicial Remedies.

Both civil and criminal cases are encompassed by the Code, but certain chapters are applicable only to civil cases, others only to criminal ones. Circa one half of the regulations are applicable to both types of cases.

Another difference between the Swedish and e.g. Polish legal system is expressed in the doctrine of the hierarchy of legal sources, which is of fundamental importance. This doctrine provides an order of precedence for the different legal sources, that traditionally has been seen as:

1. The Constitution (*grundlagar*)
2. Legislation (*lagstiftning*): parliamentary act (*lagar*), government regulations (*förordningar*) and agency regulations (*föreskrifter*)
3. Legislative preparatory works (*förfarbeten*)
4. Case law (*rättspraxis*);
5. General principles of law (*allmänna rättsprinciper*);

6. Custom and usage;
7. Legal scholarship (*doktrin*).

Carlson (2012) explains the high position of legislative preparatory works in the Swedish legal system as follows:

“The legislative preparatory works, *travaux préparatoires*, have a high degree of authority in the Swedish legal system. In certain areas, the authority of the legislative preparatory works is almost as high as the legislation itself, at least in reality if not in theory. The detail lacking in the statutory language is often supplied by the legislative preparatory works”.

Carlson (2012:45)

However, from the perspective of this legilinguistic research the case law seems to be of special importance, thus it is also a source of information about the meaning of Swedish legal terms.

“Given the tendency towards broad statutory language, reliance on legislative preparatory works at times can be perceived to be a necessity by the courts. It must be kept in mind, though, that this is still a question of legislative preparatory works as recognized by the courts in their judgments. This entails that case law in reality is extremely important”.

Carlson (2012:48)

In addition certain areas of law, such as perfecting security interests in chattels (*sakrätt*) or standards of negligence in tort, are almost entirely regulated by case law with little or no statutory provisions.

However, Sweden does not either fit perfectly within the common law designation, particularly because of the perception of the role of the judiciary. the mixture of statutory and case law, the perceived role of the judges, and the degree of self-regulation built into the legal system, are characteristic of that referred to as the Nordic legal family, which is seen as distinct from the Anglo-American, Germanic and Romanist legal families and is often referred to as a “third” way between common law and civil law systems.

In contrast to the Swedish legal system, there is a typical civil law system in Poland. The main source for civil law is the Polish Civil

Code (*Kodeks Cywilny*) in force since 1965. The civil law regulates several sub-branches of law, inter alia chattels, obligations, inheritance law and family law. Labour law, commercial law and intellectual property law separated from the civil law but they preserved the civil law character. Therefore we shall regard them as civil law sub-branches. Civil proceedings in courts are regulated by the Code of civil procedure (*Kodeks postępowania cywilnego*), which is in force since 1965.

1. RELEVANT DIMENSIONS FOR POLISH-SWEDISH TRANSLATOLOGY

This book is devoted to particular Polish-Swedish legilinguistic translatology. Legilinguistic translatology (Matulewska 2013) as a subdiscipline of translatology is divided into legilinguistic theoretical translatology and practical legilinguistic translatology (understood as theory of translation). This research is devoted the latter. The main concept of practical legilinguistic translatology – as understood in this chapter – is the parametrization of translation process, which can be achieved by establishing relevant dimensions. Relevant legal translation dimensions in general encompass: (i) source-text author, (ii) translandum (source text), translatum (target text) and text component parts, (iii) commission and commissioner, (iv) translator and (v) communicative community. It should be mentioned that this research will concentrate on dimensions (ii) translandum and translatum. Those, in turn, may be divided into following dimensions: (i) communicative situation, (ii) text delivery form and quality, (iii) text force/legal effect, (iv) text purpose/function, (v) the time of text creation, (vi) text language variety and variation, (vii) the lect of the text, (viii) text legal system, (ix) the branch of law to which the text refers, and, (x) text genre.

In order to make the analysis as transparent as possible, we decided to eliminate those dimensions which are not relevant for this study. Thus this study is concentrated on (i) legal terms appearing in (written) legal text (mainly statutory provisions), aimed for reading, (ii) the analyzed texts are binding, (iii) the source text and the target text have the same function as statutory provisions, (iv) the legal systems are in each case civil law system (Poland) and Nordic legal family (see the chapter below: The Swedish legal system versus Polish legal system), (v) commission and commissioner are considered irrelevant for this study, (vi) assumed translator is a linguist in each case, several dimensions presented above may be eliminated in this research. As a result of this process following dimensions are considered relevant:

- (i) branch of law (civil law, criminal law, administrative law), to which a given term refers,
- (ii) lect (legal lect, other LSP, vernacular lect), which a given term represents,
- (iii) language variety, which a given term belongs to (i.e. ‘indeterminacy’ for Polish and Standard Swedish, resp. Finland Swedish for Swedish).

Furthermore, in some cases we will resort to the dimension:

- (iv) sub-branch of law as a subordinated dimension to ‘branch of law’ (e.g. substantive law, procedural law),
- (v) text genre, e.g. legislation or ‘other sources’ (e.g. law cases), which indicate or define the term,
- (vi) the time of text creation, if it is to refer to an earlier act.

These dimensions make it possible for a translator to choose a target language term (translative), which is sufficiently equivalent to the source language term (translative).

As we have already mentioned in Section 2, dimensions (also called parameters) are understood as sets of homogenous properties of the terms. For instance the dimension ‘lect’ is represented by three properties: legal lect, other LSP or vernacular lect. If a Polish and a Swedish term have the same property (e.g. both represent legal lect), it means in this study that the terms are convergent with respect to the dimension ‘lect’. The opposite situation means that the terms are complementary with respect to this dimension.

The dimensions are presented in tables and completed with directives. It is also to explain that the expression: ‘the Polish term and the Swedish term are convergent with respect to the dimension ‘language variety’ means that the Swedish term is convergent with required direction of the translation: Polish – Standard Swedish or Polish – Finland Swedish. Only a Standard Swedish term and a Finland Swedish term are complementary with respect to the dimension of ‘language variety’.

On the basis of examples of Polish terms presented in this chapter we aim to prove that the assumed dimensions are relevant for establishing sufficient Swedish equivalents for terms in question.

1.1 Dimension of ‘branch of law’

Many of polysemic or synonymous terms in legal language have different meaning depending on the branch of law. Establishing of dimensions for such terms can help translators in search for appropriate translational equivalents.

1.1.1. *Egzekucja* (‘execution’)

The example of a Polish polysemic term is *egzekucja* (‘execution’). In civil law *egzekucja* is to be understood as part of a wider procedure which is called in Polish *postępowanie egzekucyjne* (‘debt enforcement’). No legal definition could be found for the term *postępowanie egzekucyjne* (‘debt enforcement’), but Cioch and Nowińska (2007: 373) define it as actions undertaken by parties, stakeholders and enforcement agencies to ensure the implementation of the court ruling or other enforcement order. *Postępowanie egzekucyjne* (‘debt enforcement’) is a hyperonym for the term *egzekucja* (‘execution’) as *execution* comprise one of debt enforcement stages. *Postępowanie egzekucyjne* (‘debt enforcement’) includes the following stages:

- (i) enforcement warrant proceedings: an enforceable title is endorsed by a warrant of execution
- (ii) actual debt enforcement: execution (‘egzekucja’), i.e. the implementation of the enforceable title
- (iii) distribution proceedings: distribution of monies recovered in the execution.

There is no legal definition of the Swedish term *utmätning* but the public legal database *lagen.nu* includes a following description of this term:

Utmätning (‘execution’): is a name for the procedure by the Enforcement Authority which aims in seizing of debtor’s property according to the rules in Chapter 4 of the Enforcement Code (1981:774).¹ [transl. M.H.]

¹ Utmätning är beteckningen på Kronofogdens förfarande att ta i anspråk en gäldenärs egendom enligt reglerna i 4 kap. utsökningsbalken.

According to Carlson (2012: 274-275) different types of executive measures that can be taken include the attachment and levying ('utmätning') of personal and real property for sale at auction and garnishing wages ('utmätning av lön'). Property sold at auction must be sold at a public auction held by the Enforcement Authority. And the money received from the auction are to go towards the amount of debt as determined in the summary judgment and the costs for the attachment, levying and auction.

We can also consider that the meanings of the Polish and Swedish equivalents are convergent. The Swedish *utmätning* and Polish *egzekucja* – there are synonymous terms. In some sources we can find information that the Swedish term *exekution* also exists in legal language as execution of e.g. judgements and (final) decisions (Melin 2012), undertaken by an authority. There are two types of *exekution* ('execution'): *specialexekution* ('special execution') and *generalexekution* ('general execution'). *Specialexekution* is directed at individual objects and *generalexekution* can embrace all property of the debtor. *Utmätning* is the most important type of *general exekution*. Other types are *handräckning* ('provisional remedy') and *avhysning* ('eviction'). According to the above description can we consider that the Swedish term *exekution* is a hyperonyme for the Polish term *egzekucja*, in the meaning 'attachment and sale'.

An additional meaning of the Polish term *egzekucja* ('execution', Swedish: 'avrättning') refers to the criminal law. The term means 'to execute death penalty'. Death penalty exists neither in Polish nor in Swedish criminal law any longer. It was eliminated in Sweden in 1921 by the Parliament and in 1998 – in the Polish criminal law system, that's why is the term within criminal law is to be considered as a historical one in both countries.

Table 1 presents the Polish term *egzekucja* in civil law and criminal law and the equivalent Swedish terms in civil and criminal law, with specified dimensions.

Table 1. Dimensions relevant for the Polish term *egzekucja* and the Swedish terms *utmätning* and *avrättning*

Parameter	Terms			
	Polish terms (source language)		Swedish terms (target language)	
	<i>Egzekucja</i>	<i>Egzekucja</i>	<i>Utmätning</i>	<i>Avrättning</i>
Branch of law	Civil law	Criminal law	Civil law	Criminal law
Sub-branch of law	Debt enforcement	Criminal sanctions	Debt enforcement	Criminal sanctions
Lect	Legal	Legal	Legal	Legal
Genre	Legislation	Legislation	Legislation	Legislation
Language variety	Indeterminacy	Indeterminacy	Standard Swedish	Standard Swedish

As presented in Table 1 term *egzekucja* within civil law is convergent in all relevant dimensions with the term *utmätning*. The term *egzekucja* within criminal law is convergent in all dimensions with the term *avrättning*. According to the specified dimensions some directives can be drawn up.

Directive 1. If in a Polish text formulated in the language of law the term *egzekucja* within civil law is used, then it must be translated into Swedish as *utmätning*.

These two terms are convergent with respect to the dimension of ‘language variety’, ‘lect’ and ‘branch of law’ and therefore may be considered sufficiently equivalent.

Directive 2. If in a Polish text formulated in the language of law the term *egzekucja* within civil law is used, then it must not be translated into Swedish as *avrättning*.

These two terms are complementary with respect to the dimension of ‘branch of law’ and therefore may not be considered sufficiently equivalent.

1.1.2. *Pełnoletni* ('of age') versus *nieletni*, *małoletni*, *młodociany*, *niepełnoletni*, *dziecko* ('minor')

The term *pełnoletni* ('a person of age') is defined in civil law as 'a person who has reached eighteen' in the Polish Civil Code (KC Art. 10.1). *Małoletni* ('a person under eighteen'), who has got married is also to be considered as *pełnoletni* (KC Art. 10. 2) but such a person cannot be less than 16 years old.

In Polish vernacular language the terms *małoletni*, *nieletni*, *młodociany*, *niepełnoletni* and *dziecko* ('child') are used alternately in the meaning 'a person who is not adult, that means who is under 18 years old. The terms are used in legal language as well, but in a very exact meaning. *Małoletni*, means a person who is under eighteen and is not married (*Polish Civil Code*, KC Art. 10.2). *Nieletni* is used in criminal law, in connection to 'a person who has not reached 17 at the time when he/she committed a prohibited act' (art. 10, § 1, § 2 Polish Criminal Code). Also in criminal law, the term *młodociany* refers to 'a person who has not reached 21 years, when he/she committed a prohibited act and has not reached 24 years at the time of the trial in the first instance court' (Art. 115, § 10, Polish Criminal Code). *Młodociany* appears also in the Polish Labour Code, where it refers to 'someone who has reached 16 but not 18' (Art. 190-206, the Polish Labour Code). The terms *niepełnoletni* ('under age') and *dziecko* ('child') are used in vernacular language only for 'someone who has not reached eighteen'. Additionally the term *dziecko* ('child') occurs in a number of Polish statutory instruments in meaning 'a descendant under certain age to someone', beginning with the Family and Guardianship Code (*Kodeks rodzinny i opiekuńczy*), but also other acts and regulations: *Ustawa o pomocy państwa w wychowaniu dziecka*/Act on the State Aid at bringing up children) or 'someone who is in school age' (*Rozporządzenie w sprawie wypoczynku dzieci i młodzieży*/Regulation on recreation of schoolchildren) and in meaning 'someone who has not reached eighteen' in the United Nations Convention on the Rights of the Child (*Konwencja o prawach dziecka*), ratified by the Republic Poland in 1991.

The terminological situation in this field is as complicated in Polish as in Swedish. There are some synonymous terms: *minderårig*, *omyndig*, *underårig* and *myndig*, as the opposite one. *Underårig* refers to 'a person under eighteen' according to

the Swedish Parental Code (Föräldrabalk 9:1). The synonymous term *omyndig* refers in family law to ‘a person who is not legal competent’, that means ‘has not reached the age of 18’ (FB 9:1). Before 1989 *omyndig* meant also ‘incapacitated person’, even older than 18. Nowadays no one can be incapacitated according to the Swedish law. A person, who because of his/her illness, mental disorder, poor health and so on needs help with following his/her rights, taking care of his/her property, can get a guardian or administrator according to a decision taken by a court (Parental Code, Section 11). Even persons who are not fully *myndig* yet, can alone decide about their economic situation to some degree. For instance persons in the age between 16 and 18 are allowed to decide alone about money they have earned (Melin 2012: 278). The term *minderårig* has the broadest meaning: it is often used in vernacular language, but also in labour and criminal law, where it means a person under eighteen. Sometimes *minderårig* refers to an age category under 15 or between 15 and 18. In the case of criminal law the term *minderårig* is used, where it refers to a person who has committed a crime at the time when he/she was under 15. A person in the age of 15 is also *straffmyndig* (‘of the age of criminal responsibility’). It can be also mentioned that according to the United Nations Convention on the Rights of the Child (*FN:s konvention om barnets rättigheter*) every person under 18 should be called *barn* (‘child’). The term *barn* is even used in the Swedish Parental Code and other family law regulations.

The properties and dimensions of the mentioned terms are illustrated in the following Tables 2 and 3. According to the data in the tables some translational directives can be formulated.

Table 2. Dimensions relevant for the Polish term *pelnoletni* and the Swedish term *myndig*

Parameter	Terms	
	Polish term (source language)	Swedish term (target language)
	<i>Pelnoletni</i>	<i>Myndig</i>
Branch of law	Civil law	Civil law
Sub-branch of law	Substantive law	Family law
Lect	Legal	Legal
Genre	Legislation	Legislation
Language variety	Indeterminacy	Standard Swedish

Directive. If in a Polish text formulated in language of law the term *pelnoletni* is used, then it must be translated into Swedish as *myndig*. These two terms are convergent with respect to the dimension of ‘language variety’ ‘lect’ and ‘branch of law. Although they are divergent with respect to the dimension of ‘sub-branch of law’, they may be considered sufficiently equivalent.

Table 3. Dimensions relevant for the Polish terms *matoletni*, *nieletni*, *niepełnoletni*, *dziecko* and the Swedish terms *underårig*, *omyndig*, *minderårig* and *barn*

Parameter	Terms								
	Polish terms (source language)				Swedish terms (target language)				
	<i>Matoletni</i>	<i>Nieletni</i>	<i>Młodociany</i>	<i>Niepełnoletni</i>	<i>Dziecko</i>	<i>Omyndig</i>	<i>Underårig</i>	<i>Minderårig</i>	<i>Barn</i>
Branch of law	Civil law	Criminal law	Criminal law, civil law	-----	Civil law, administrative law	Civil law	Civil law	Civil law, criminal law	Civil law, administrative law
Sub-branch of law	Substantive law	Substantive law	Criminal procedure, labour law	-----	Family law, administrative procedure	Family law	Family law	Labour law, criminal procedure	Family law, administrative procedure
Lect	Legal	Legal	Legal	Vernacular	Vernacular, legal	Legal	Legal	Legal, vernacular	Vernacular, legal
Genre	Legislation			---	Legislation	Legislation			
Language variety	Indeterminacy					Standard Swedish			

Now we can draw up some remarks. It is to be noted that the term *nioletni* represents the property of ‘criminal law’ within dimension ‘branch of law’, whereas the potential Swedish equivalent *minderårig* refers both to criminal law and civil law. We can say that the two terms overlap with each other with respect to the dimension ‘branch of law’. But as long as the translation is directed from Polish *nioletni*, which has a narrow scope (criminal law), to the Swedish *minderårig*, which has a broader scope (criminal law and civil law), it doesn’t cause any translation problem. A problem in choosing the proper equivalent would occur in the opposite translation direction. In addition the terms *nioletni* and *minderårig* within criminal law differ in the age limit for criminal responsibility: in Polish law it is 17 and in Swedish law—15. The Swedish equivalent should be completed with this information. In connection to the Polish term *młodociany* within criminal law it is to be noted, that the term is nonequivalent in Swedish. Therefore a descriptive equivalent should be coined. On the basis of the above remarks the following directive can be drawn up:

Directive 1. If in a Polish text formulated in language of law the term *maloletni* is used, then it must be translated into Swedish as *omyndig* or *underårig*.

These two terms are convergent with respect to the dimension of ‘language variety’ ‘lect’ and ‘branch of law’ and therefore may be considered sufficiently equivalent.

Directive 2. If in a Polish text formulated in language of law the term *dziecko* within civil law is used, then it must be translated into Swedish as *barn*.

These two terms are convergent with respect to the dimension of ‘language variety’ ‘lect’ and ‘branch of law’ and therefore may be considered sufficiently equivalent.

Directive 3. If in a Polish text formulated in language of law, within criminal law, the term *nioletni* is used, then it must be translated into Standard Swedish as *minderårig*. The translation equivalent should be completed with a remark: *a person som begått brott, innan han/hon fyllt 17 år* (‘a person who committed a crime under the age of 17’).

Although these two terms differ slightly in their meaning, they are convergent with respect to the dimension of ‘language variety’ ‘lect’

and ‘branch of law’ and therefore may be considered sufficiently equivalent.

Directive 4. If in a Polish text formulated in language of law, within labour law, the term *mlodociany* is used, then it must be translated into Standard Swedish as *minderårig*.

These two terms are convergent with respect to the dimension of ‘language variety’ ‘lect’ and ‘branch of law’ and therefore may be considered sufficiently equivalent.

Directive 5. If in a Polish text formulated in language of law, within criminal law, the term *mlodociany* is used, then it must be translated into Swedish as a descriptive equivalent: *person som begått en förbjuden gärning innan han/hon fyllt 21 år och som inte fyllt 24 år innan han/hon dömts i första instans* (‘a person who has not reached 21 years, when he/she committed a prohibited act and has not reached 24 years at the time of the trial in the first instance court’).

1.1.3. *Kurator* (‘curator’, ‘guardian’)

The term *kurator* (‘guardian’, ‘curator’) has about ten legal meanings in Polish law². We shall discuss the four basic ones. Most of them occur in the Polish Code of Civil Procedure (KPC) and the Civil Code (KC). In civil law, a *kurator* is a person appointed by the court to represent and administrate the estate of a person partially incapacitated Art. 16 KC), i.e. one who needs support with managing his/her affairs. For a wholly incapacitated person *opiekun* (‘guardian’) is to be appointed. The legal definition of the term *kurator* is included in KC:Article 16.

(1) A person who has attained majority may be partially incapacitated due to mental illness, mental retardation or another kind of mental disorders, in particular alcoholism or drug addiction, if that person’s state does not justify full incapacitation yet he requires assistance in managing his affairs.

² A complete information about the meanings of the term *kurator* in the Polish civil law is given by Zedler (2010).

(2) Curatorship shall be established for a person who is partially incapacitated”.³⁴

Furthermore, a *kurator* may be appointed to represent an unborn baby. For his services the *kurator* is paid from the estate of the person for whom she/he is appointed or the person who has instructed his/her appointment. Normally, a *kurator* is someone closely related or who is a close friend of the incapacitated person.

The term *kurator* also appears in a different meaning in the context of civil procedure. A *kurator* is appointed at the request of an interested party, for an absent person who due to his/her absence cannot manage his/her own affairs and has no proxy, for a person whose whereabouts are unknown (Art. 143, 144 KPC), for a party a person without capacity to bring legal action and with no statutory representative, or for a party with no appointed function to represent (Art. 69 KPC).

In family law, a *kurator* is appointed for partially incapacitated persons, absent persons, disabled persons on their request, and also for unborn children in cases provided for by the statutes (Art. 178 KRiO, The Family and Guardianship Code). A government agency (e.g. a guardianship board) which has appointed a *kurator*, shall allocate him/her on his/her request a reasonable remuneration for the performance of curatorship. The remuneration is paid from the estate of the person for whom she/he is appointed. Should that person have no estate, remuneration shall be provided by the party on whose request the *kurator* was appointed.

In Swedish there are different potential equivalents for the Polish term *kurator*. The first one is *god man* ('limited guardian'). There is no legal definition of *god man* in Swedish law but the public database *lagen.nu* provides a general description:

The term 'god man' is often used as designation of a person who is charged to look after someone's interests.⁵ [transl. M.H.]

³ Art. 16. § 1. Osoba pełnoletnia może być ubezwłasnowolniona częściowo z powodu choroby psychicznej, niedorozwoju umysłowego albo innego rodzaju zaburzeń psychicznych, w szczególności pijaństwa lub narkomanii, jeżeli stan tej osoby nie uzasadnia ubezwłasnowolnienia całkowitego, lecz potrzebna jest pomoc do prowadzenia jej spraw. § 2. Dla osoby ubezwłasnowolnionej częściowo ustanawia się kuratelę.

⁴ If not stated otherwise, English translation is taken from the database Lex Omega.

Among many functions of a *god man* the first one refers to children. According to Carlson (2012: 222) if a child has both parents, the parents act as guardians for the child. If neither of the parents can act as guardian, then a court is to appoint one. In certain cases, such as where a child has inherited significant property, the court can appoint a *god man* ('limited guardian') to protect the interests of the child despite the presence of parents. According to an Act on god man [*Lag (2005:429) om god man*] even foreign and stateless children coming to Sweden can be protected by limited guardians.

The second equivalent to the Polish *kurator* is *förvaltare* ('general guardian') in Swedish. There is again no legal definition but the database *lagen.nu* provides a following definition:

Representative of a person with no capacity to bring legal action: A general guardian represents persons who have lost his/her capacity to bring legal action due to an illness, abnormal intellectual development etc. The role of a general guardian does not necessarily include all financial matters but may be restricted to, for example, managing a bank account. The court directs on curatorship related matters on the basis of the Swedish Parental Code (*föräldrabalken* 11:8)⁶. [transl.M.H.]

Limited (*god man*) and general guardians (*förvaltare*) can also be appointed with respect to adults. According to Carlson (2012: 222-223) the objective with the rules in the eleventh chapter of the Swedish Parental Code (*föräldrabalk*) is to minimize incursions in the liberty and dignity of adults found to be in need. If an individual, due to illness, psychiatric disorder, weakened health or similar situation needs assistance in order to protect her rights, manage property or take care of her person, the court can appoint a limited guardian (*god man*) to help with these needs. Such a decision is not to be taken without the consent of the individual unless the individual's condition prevents it. The limited guardian has limited legal authority and is more seen as support for the individual

⁵ God man används ofta som beteckning på person som utses att bevaka annans rätt.

⁶ En företrädare för en person som saknar rättslig handlingsförmåga. En förvaltare företräder en person som pga sjukdom, hämmad förståndsutveckling eller liknande, har mist sin egen rättsliga handlingsförmåga. Förvaltaruppdraget behöver inte gälla alla alla ekonomiska angelägenheter, utan kan inskränkas till exv ett banktillgodohavande. Rätten avgör frågor om förvaltarskap enligt FB 11:8.

in need. If an individual cannot care for herself or her property, the court can order that a general guardianship be created. A general guardianship (*förmyndarskap*) is not to be established if a limited guardianship (*godemanskap*) is sufficient.

The guardianship is to be tailored in each individual case consistent with the needs of the individual and can be limited, for example, to certain types of property or certain types of decisions exceeding a stated value. The court may leave it up to the municipal supervisor of guardians (*överförmyndare*) to determine the extent of the guardianship. A balance is to be reached between allowing individuals in need of assistance to retain as much independence and dignity as possible, while granting the guardian sufficient authority to allow the guardian to assist in caring for the individual. Guardians are under the supervision of the municipal supervisor of guardians.

Table 4. Dimensions relevant for the Polish term *kurator* and the Swedish terms *god man* and *förvaltare*

Parameter	Terms		
	Polish term (source language)	Swedish terms (target language)	
	<i>Kurator</i>	<i>God man</i>	<i>Förvaltare</i>
Branch of law	Civil law	Civil law	Civil law
Sub-branch of law	Substantive and procedural law, family law	Family law	Family law
Lect	Legal	Legal	Legal
Genre	Legislation	Legislation	Legislation
Language variety	Indeterminacy	Standard swedish	Standard swedish

The potential equivalents of the Polish term *kurator* are the terms *god man* and *förvaltare*. However, a comparison of parallel texts and parametrization of the terms reveal some differences in their meanings. The main function of *kurator*, *god man* and *förvaltare* is to represent a person at court and administrate his/her interests, but there are differences in their competences:

- (i) *kurator* and *godman* are appointed for e.g. partially incapacitated persons, and *förvaltare* for fully incapacitated persons,
- (ii) a *kurator* and *godman* are appointed at the request of an interested party,
- (iii) *förvaltare* can be appointed without a person's permission, if *god man* is not enough,
- (iv) the term *kurator* represents more sub-branches of law than *godman* and *förvaltare*.

The conclusion is that the terms *god man* and *förvaltare* are partial equivalents of the term *kurator*. The both terms are functional equivalents of *kurator*, but *god man* has more features in common with *kurator*. Therefore we can propose a following directive:

Directive. If in a Polish text formulated in language of law, the term *kurator* is used, then it must be translated into Swedish as *god man*. These two terms are divergent with respect to the dimension 'sub-branch of law' but they are convergent with respect to the dimension 'branch of law', 'lect' and 'language variety' and therefore may be considered sufficiently equivalent.

1.1.4 *Kurator sądowy* ('court officer')

The Polish term *kurator sądowy* ('court officer') has a different meaning, in contrast to *kurator*. The term is defined in art. 1 Act on court officers from 27 July 2001 (*Ustawa z dnia 27 lipca 2001 r. o kuratorach sądowych*). According to art. 1 *kurator sądowy* is a person performing duties set out by law related to the carrying out of decisions issued by the court. These duties may be of educational, diagnostic, preventive or supervisory nature. Some probation officers will be assigned to adults, these carry out decisions in criminal cases, others are assigned to families (they carry out decisions in cases concerning families and minors, e.g. in connection to right of custody of children). Another classification differentiates between professional probation officers (appointed and revoked by the President of the local court) and community probation officers (appointed and revoked by the President of the court of second instance). The term *kurator*

sądowy is also used in the Criminal Code and the Criminal Code Procedure.

The Swedish corresponding term *övervakare* (‘probation officer’) means an individual assigned under correctional treatment to maintain contact with convicts sentenced to supervision or released from prison on parole. In more serious cases a probation officer is a probation service official. Normally, however, this is a lay person who for an agreed payment assumes the role of a probation officer (layman probation officer). The task of probation officers is both to supervise and support their clients in a number of forms, for example through contact with various agencies.

Table 5. Dimensions relevant for the Polish term *kurator sądowy* and the Swedish term *övervakare*

Parameter	Terms	
	Polish term (source language)	Swedish terms (target language)
		<i>Kurator sądowy</i>
Branch of law	Civil law, criminal law	Criminal law
Sub-branch of law	Family law, criminal procedure	Criminal sanctions
Lect	Legal	Legal
Genre	Legislation	Legislation
Language variety	Indeterminacy	Standard Swedish

The potential equivalent of the term *kurator sądowy* is *övervakare*. However, a comparison of parallel texts and parametrization of the terms reveals an important difference in their meanings. *Kurator sądowy* may be assigned to carry out decisions in criminal cases, or in cases concerning families and minors. In contrast, *övervakare* has to carry out decisions in criminal cases only. In the consequence, the Polish term *kurator sądowy* and the Swedish term *övervakare* overlap with each other with respect to the dimension ‘branch of law’ and differ in the dimension ‘sub-branch of law’. Therefore *kurator sądowy* and *övervakare* can’t be regarded as sufficiently equivalent terms and an equivalent should be coined. The best solution seems to be a target language oriented (TLO) descriptive equivalent: *Särskilt förordnad tillsynsperson* (‘special

appointed supervisor’), where the phrase *särskilt förordnad* (‘special appointed’) means usually a person who is appointed by a court or another authority and the component *tillsyn* (‘supervision’) is not limited to criminal law. Now two directives can be drawn up:

Directive 1. If in a Polish text formulated in language of law, the term *kurator sądowy* is used, then it must not be translated into Swedish as *övervakare*.

These two terms are convergent to the dimension of ‘lect’ and ‘language variety’, but they are not convergent with respect to the dimension ‘branch of law’ and ‘sub-branch of law’ and therefore may not be considered sufficiently equivalent.

Directive 2. If in a Polish text formulated in language of law, the term *kurator sądowy* is used then it must be translated into Swedish as *särskilt förordnad tillsynsperson* (‘special appointed supervisor’).

These two terms are convergent with respect to the dimension ‘branch of law’, ‘lect’ and ‘language variety’ and therefore they may be considered sufficiently equivalent.

1.2. Dimension of ‘lect’

The dimension ‘lect’ makes it possible to choose an appropriate equivalent among synonymous terms representing legal lect, other lect within language for special purposes or vernacular language.

There are relatively many examples of that kind in Swedish. However some terms representing vernacular language are tolerated or even recommended in legal lect. Details will be given below.

1.2.1. *Przysposobienie* (‘adoption’)

In Polish legal lect the term *przysposobienie* is used, whether in vernacular language – *adopcja*. Many Polish native speakers are not aware of this distinction – it is wrongly assumed that the word *adopcja*, which is of foreign origin, represents legal lect. But among translators it is a common knowledge, so the possibility of a mistake is rather small. Nevertheless this ‘classical’ example is good to start with.

The term *przysposobienie* is defined in Art. 121(1), Polish Code of Civil Procedure (KPC):

Adoption creates the same relationship between the adoptive parent and the adoptee as between a parent and a child.⁷[transl. M.H.]

The word *adopcja* can be – as mentioned – misleading, because it is often used in authority language within language for special purposes. An example of this usage is the name *ośrodek adopcyjny* denoting an ‘organization dealing with adoptions’.

There is only one corresponding term in Swedish – *adoption* – which is defined in the database *lagen.nu*, as follows:

Adoption comprises an agreement whereby one or two individuals adopt another, as a result of which the adoptee would have the status of a child of that/those individual(s).⁸ [transl. M.H.]

The term *adoption* is used both in statutory instruments and in vernacular language, so we can assume that it represents legal lect. For Polish-Swedish translation the term doesn’t cause any problems. A possible problem can only occur while translating the Swedish term *adoption* into Polish. Then the translator should be aware of the distinction between *przysposobienie* (legal lect) and *adopcja* (vernacular lect) that is presented in Table 6.

⁷ Adoption är en överenskommelse att en eller två personer adopterar en annan person med innebörd att personen blir att betrakta som barn till den eller de som adopterar.

Table 6. Dimensions relevant for the Polish terms *przysposobienie* and *adopcja* and the Swedish term *adoption*

Parameter	Terms		
	Polish terms (source language)		Swedish term (target language)
	<i>Przysposobienie</i>	<i>Adopcja</i>	<i>Adoption</i>
Lect	Legal	Vernacular	Legal
Genre	Legislation	----	Legislation
Branch of law	Civil law	Civil law	Civil law
Sub-branch of law	Family law	Family law	Family law
Language variety	Indeterminacy	Indeterminacy	Standard Swedish

On the basis of the above information two directives can be formulated:

Directive 1. If in a Polish text formulated in language of law the term *przysposobienie* is used, then it must be translated into Swedish as *adoption*.

These two terms are convergent with respect to the dimension of ‘lect’ ‘language variety’ and ‘branch of law’ and therefore may be considered sufficiently equivalent.

Directive 2. If in a Swedish text formulated in language of law the term *adoption* is used, then it must be translated into Polish as *przysposobienie*.

These two terms are convergent with respect to the dimension of ‘lect’ ‘language variety’ and ‘branch of law’ and therefore may be considered sufficiently equivalent.

1.2.2. *Żądanie pozwu* (‘relief sought’)

A possible problem can occur when translating the term *żądanie pozwu* (‘relief sought’) which makes a part of a lawsuit. In the commentary to Art. 187(1), Code of Civil Procedure (KPC), defining

pozew ('lawsuit') Telenga (2016a) explains the meaning of the term *żądanie*:

"4. Art. 187(1)(1) sets out that the core part of the lawsuit is a specific claim (*petitum*). Typically, a claim relates to a specific amount of money which the applicant requires the named respondent(s) to pay, or it consists of a specific non-monetary performance (e.g. refraining from going through the specified property)".⁹

The corresponding term in Swedish is *yrkande*. According to Melin (2012) *yrkande* means a request submitted by a party to the court to issue a specific ruling or decision. In civil lawsuits the applicant must, inter alia, put forward a specific motion (Melin 2012: 435).

But there is another, synonymous word *begäran* ('request'), which is used in general language. In connection to this word it is to mention, that the term *yrkande* is often considered as incomprehensible for laymen. Because of that, it is sometimes recommended to replace the term *yrkande* by *begäran*. This recommendation is formulated by courts, e.g. by the local court in Södertörn (*Tingsrättens riktlinjer för domskrivning*), following the plain language movement, which is very strong in Sweden. That's why there are examples to find within Swedish jurisdiction, with the word *begäran* instead of *yrkande*. A legal translator should be aware of the possibility to use *begäran* instead of *yrkande* by some courts. Nevertheless it should be recommended for translator to choose the proper term *yrkande* because the target text can be read by professionals who don't accept the plain language recommendation yet. After this discussion we can illustrate the dimensions of the terms in Table 7 and formulate a directive.

⁹ 4. Z art. 187 § 1 pkt 1 wynika, że zasadniczą treścią powództwa jest dokładnie określone żądanie (*petitum*). Klasyczna postać żądania przy powództwie o świadczenie polega na wskazaniu konkretnej kwoty, której zasądzenia domaga się powód od zindywidualizowanego pozwanego (pозwany), lub żądaniu spełnienia przez pozwanego dokładnie określonego świadczenia niepieniężnego (np. zakazaniu przechodzenia przez konkretną nieruchomość).

Table 7. Dimensions relevant for the Polish term *żądanie* and the Swedish terms *yrkande* and *begäran*

Parameter	Terms		
	Polish term (source language)	Swedish terms (target language)	
	<i>Żądanie</i> (<i>pozwu</i>)	<i>Yrkande</i>	<i>Begäran</i>
Lect	Legal	Legal	Vernacular
Genre	Legislation	Legislation	legislation, no legislation
Branch of law	Civil law	Civil law	Civil law
Sub-branch of law	Procedural law	Procedural law	Procedural law
Language variety	Indeterminacy	Standard Swedish	Standard Swedish

Directive. If in a Polish text formulated in language of law the term *żądanie* (*pozwu*) is used, then it must be translated into Swedish as *yrkande*.

These two terms are convergent with respect to the dimension of ‘lect’, ‘language variety’ and ‘branch of law’ and therefore may be considered sufficiently equivalent.

1.2.3. *Rozwiązanie małżeństwa przez rozwód* (‘dissolution of marriage by divorce’)

The term *rozwiązanie małżeństwa przez rozwód* (‘dissolution of marriage by divorce’) is used in the Polish Civil Code (KC) and the Code of Civil Procedure (KPC) but a definition is given in Art. 56, § 1 KRiO (The Family and Guardianship Code), as follows:

Art. 56(1). Where there is a complete and permanent breakdown of marriage, each spouse can ask the court to terminate their marriage by divorce (*ażeby sąd rozwiązał małżeństwo przez rozwód*).¹⁰ [transl. M.H.]

¹⁰ Art. 56. § 1. Jeżeli między małżonkami nastąpił zupełny i trwały rozkład pożycia, każdy z małżonków może żądać, ażeby sąd rozwiązał małżeństwo przez rozwód.

This legal definition of this term has been developed in the commentary to the KRiO: According to Olejniczak (2013) the dissolution of marriage by divorce represents the legally admissible departure from the principle of the permanence of marriage which is otherwise expected to last lifelong. In connection to that it is to mention that if it is the party responsible for the marital breakdown which is asking for divorce, the court may decline such a request (Art. 56(3) KRiO).

The corresponding Swedish term *äktenskapsskillnad* is defined by Melin (2012:443):

The requirement for divorce (*äktenskapsskillnad*) is that either both or at least one of the spouses wishes the marriage to be dissolved. If the former is the case, they file a petition together, if the latter, it is filed by one of the spouses”.¹¹ [transl. M.H.]

Obviously there are some differences in the content of the Polish and Swedish divorce. Spouses who are in agreement to a divorce can obtain a divorce as quickly as the court system allows. An important difference is that in Sweden there is no requirement of fault with respect to divorce proceedings in Sweden, so that the parties do not have to cite any reason for requesting a divorce. This – in contrast to the Swedish procedure – can be an object of examining by the court in Poland. Another difference is that divorce must be allowed in Sweden, even if only one of the spouses wishes the marriage to be dissolved. In a such situation the law imposes a six-month waiting period (*betänketid*). In addition, if either of the spouses has custody of a child under the age of sixteen years old residing with them, there is also a six-month waiting period, even if the spouses are in agreement. No waiting period is required where the spouses have lived separately for at least two years. After the expiration of the waiting period, one of the spouses must file a request for divorce within six months, otherwise the petition is dismissed (Carlson 2012: 206).

Despite of those differences between the Polish and Swedish procedure, the main meaning of the terms *rozwiązanie małżeństwa*

¹¹ Äktenskapsskillnad förutsätter att båda makarna eller en av dem vill att äktenskapet ska upplösas. I det första fallet ansöker båda makarna gemensamt om äktenskapsskillnad; i det senare yrkar den ene maken om detta.

przez rozwód and *äktenskapsskillnad* is the same – it is dissolving of marriage by court.

But there is an additional, synonymous word in Swedish *skilsmässa* (‘divorce’), used only in vernacular language. A translator must be aware of it in order to be able to choose the appropriate legal term *äktenskapsskillnad* translating the Polish term *rozwiązanie małżeństwa przez rozwód*.

The dimensions of these terms are presented in Table 8.

Table 8. Dimensions relevant for the Polish term *rozwód* and the Swedish terms *äktenskapsskillnad* and *skilsmässa*

Parameter	Terms		
	Polish term (source language)	Swedish terms (target language)	
	<i>Rozwiązanie małżeństwa przez rozwód</i>	<i>Äktenskapsskillnad</i>	<i>Skilsmässa</i>
Lect	Legal	Legal	Vernacular
Genre	Legislation	Legislation	-----
Branch of law	Civil law	Civil law	Civil law
Sub-branch of law	Family law	Family law	Family law
Language variety	Indeterminacy	Standard Swedish	Standard Swedish

According to the presented parameterization of the terms the following directives may be drawn up:

Directive 1. If in a Polish text formulated in language of law the term *rozwiązanie małżeństwa przez rozwód* is used, then it must be translated into Swedish as *äktenskapsskillnad*.

These two terms are convergent with respect to the dimension of ‘lect’, ‘language variety’ and ‘branch of law’ and therefore may be considered sufficiently equivalent.

Directive 2. If in a Polish text formulated in language of law the term *rozwiązanie małżeństwa przez rozwód* is used, then it must not be translated into Swedish as *skilsmässa*.

These two terms are convergent with respect to the dimension of ‘language variety’, ‘branch of law’ but they are complementary with respect to the dimension of ‘lect’ therefore they may not be considered sufficiently equivalent.

1.2.4 *Sąd* (‘court’)

Terms connected to court names are a broad fields for research. The topic of this section is the general term *sąd* (‘court’) in legal texts, but the topic requires an introduction to the judiciary in Poland and Sweden. The Polish term *sąd* occurs in Art. 175, Constitution of the Republik of Poland defining *wymiar sprawiedliwości* (‘judiciary’, administration of justice’):

The administration of justice in the Republic of Poland shall be implemented by the Supreme Court, the common courts, administrative courts and military courts. [transl. from the website www.sejm.gov.pl]

Sądy powszechne (‘common courts’) are defined in Art. 1(1), Act on system of common courts (*Ustawa z dnia 27 lipca 2001 r. Prawo o ustroju sądów powszechnych*) as follows: *Sądy powszechne* (‘courts of law’) include *sądy rejonowe* (‘local courts’), *sądy okręgowe* (‘circuit courts’) and *sądy apelacyjne* (‘courts of appeal’). The function of common courts is explained in the Code of civil Procedure (KPC), art. 2:

Article 2. § 1. Common courts are appointed to hear civil cases, unless certain matters fall under the jurisdiction of competent special courts, and the Supreme Court.¹²

In the Swedish legal system the corresponding term to *sąd* is *domstol*, which is defined in the database *lagen.nu* as follows:

A court is a special institution which issues independent rulings and applies the law. [transl. M.H.]¹³

¹²Art. 2. § 1. Do rozpoznawania spraw cywilnych powołane są sądy powszechne, o ile sprawy te nie należą do właściwości sądów szczególnych, oraz Sąd Najwyższy.

¹³ Domstol är en speciell myndighet som som självständigt utövar dömande och rättsvärdande verksamhet.

Swedish courts are: *allmänna domstolar* ('courts of law'), *förvaltningsdomstolar* ('administrative courts') and *speciella domstolar* ('special courts'). *Allmänna domstolar* ('courts of law') include the *Högsta Domstolen* ('Supreme Court') *Hovrätterna* ('courts of appeal') and *tingsrätterna* ('district courts').

As mentioned at the beginning our field of interests is the term *såd* ('court') and how it shall be translated into Swedish in legal text, that means Acts and other national legislation. Analysing Swedish parallel texts, that means Swedish legislation, can we establish the appropriate equivalent, which is *rätten* ('court'), as it is frequently used in the Swedish Code of Judicial Procedure (*rättegångsbalk, RB*). *Rätten* can mean *tingsrätten* ('district court'), *appellationsrätten* ('court of appeal') or a division of *Högsta Domstolen* ('Supreme Court'). The latter is confirmed by a passage of Section 6, Chap. 3 RB:

Five justices constitute a quorum in a division of the Supreme Court (*Högsta domstolen*). No more than seven justices may sit in the court (*rätten*). [official transl.]¹⁴

The term *domstol* – with exception for *Högsta Domstolen* – rarely occurs in legal texts. Legal academic sources explain that *rätten* is the same as *domstolen* (Martinger 2013), or underline that the term *rätten* denotes *domstolen* in the Code of Judicial Procedure (Melin 2012). It can be concluded that the term *domstol* denotes a judiciary institution and *rätten* – a court ruling in a particular case. For this reason *rätten* is frequently used in judgements. At the same time the term *rätten* belongs to legal lect and *domstol* – both to legal and vernacular lect. That's why for the translation of legal texts (e.g. judgments) the term *rätten* is recommended. In the contrary, if the text being translated concerns e.g. organization of a court, the term *domstol* should be used. The dimensions of the terms are presented in Table 9.

¹⁴ En avdelning av Högsta domstolen är domför med fem ledamöter. Fler än sju ledamöter får inte sitta i rätten.

Table 9. Dimensions relevant for the Polish term *sąd* and the Swedish terms *rätten* and *domstol*

Parameter	Terms		
	Polish term (source language)	Swedish terms (target language)	
	<i>Sąd</i>	<i>Rätten</i>	<i>Domstol(en)</i>
Lect	Legal	Legal	Legal, vernacular
Genre	Legislation	Legislation	Legislation, no legislation
Branch of law	Civil law	Civil law	Civil law
Sub-branch of law	Procedural law	Procedural law	Procedural law
Language variety	Indeterminacy	Standard Swedish	Standard Swedish

On the basis of the information some remarks may be drawn up:
The term *sąd* may be translated into Swedish as *rätten* or *domstol(en)*.
However, the terms *rätten* and *domstol* overlap each other
in the dimension lect and genre and slightly differ in their meanings.

According to this two directives can be formulated:

Directive 1. If in a Polish text formulated in language of law the term *sąd* in the meaning of ‘ruling court’ is used, then it must be translated into Swedish as *rätten*.

These two terms are convergent with respect to the dimension of ‘lect’ ‘genre’ and ‘language variety’ and therefore may be considered sufficiently equivalent.

Directive 2. If in a Polish text formulated in language of law the term *sąd* in the meaning of ‘judiciary institution’ is used, then it must be translated into Swedish as *domstol*.

These two terms are convergent with respect to the dimension ‘branch of law’ and ‘language variety’. Although they are divergent with respect of the dimensions ‘lect’ and ‘genre’, they may be considered sufficiently equivalent.

1.3. Dimension of ‘language variety’

1.3.1. Finland Swedish

Swedish is spoken natively in Sweden and parts of Finland. Finland Swedish (Swedish: *finlandssvenska*) is a general term for this variety of Standard Swedish and a closely related group of dialects spoken in parts of Finland by the Swedish-speaking population. From the late 12th century, Finland was an integral part of Sweden. From the 16th century, Swedish was the main language of jurisdiction, administration and higher education. In 1809 Finland was incorporated into the Russian Empire, but Swedish remained the only official language in this territory. In 1863, both Finnish and Swedish became official languages with equal status. Since Finland became an independent country in 1917 it has been a bilingual country with a Swedish-speaking minority (ca. 5.5% of Finland's population) living mostly in the coastal areas of southern, south-western, and western Finland. The autonomous island province of Åland is an exception, being monolingually Swedish-speaking according to international treaties. The contemporary language policy of Finland aims to keep Finland Swedish close to the Swedish as spoken in Sweden and advises against loanwords and calques from Finnish.

1.3.2. The Swedish legal language development in Finland

The Swedish Civil Code of 1734 became the foundation of the later civil code in Finland, which was then a Swedish province, although many alterations have been made since then. Finnish statutes were written up to the beginning of the 20th century in Swedish and then they were translated into Finnish. Lots of statutes were introduced during the 19th century, some of them are valid up to now and the language of them – both in Finnish and in Swedish – is regarded as archaic. The crucial rule is that all legislation in Finland must be available in both languages: Finnish and Swedish. Most of the legal texts are translated from Finnish into Swedish but in some cases the originally statutes were written in Swedish and translated into Finnish. The main advice for translators is that the legal language in the Finland Swedish shall as much as possible follow the legal language in the Standard Swedish as far as style and lexicology are

concerned. That is difficult because there are many *finlandisms*, that means words and phrases not existing in Standard Swedish or used not very often or used in another meaning in Sweden. Some of them are archaic Swedish words or words borrowed or translated directly from Finnish or even earlier from Russian. Even in the legal language in Finland Swedish there are lots of *finlandisms*. Some of them result from other social circumstances in Finland, some other reflect the general language or came into the Finland Swedish as translation borrowings. There are some examples of them listed below.

Because of the small population (around 300 000) speaking Finland Swedish natively, the dimension ‘language variety’ seem to be relatively insignificant. It can be of importance while translating a text into Finland Swedish, because the variety is for most translators rather unknown. It is almost impossible in typical situations that a translator would choose a Finland Swedish equivalent translating a text into Standard Swedish.

1.3.3. Terms

1.3.3.1 *Dzierżawa* (‘tenancy’)

The Polish term *dzierżawa* (‘tenancy’) is defined in the Polish Civil Code (KC) as follows:

Article 693. § 1. By the contract of tenancy (*umowa dzierżawy*) the landlord undertakes to give to the tenant a thing for use and collection of profits for a definite or an indefinite period of time and the tenant undertakes to pay to the landlord the rent agreed on.

§ 2. The rent (*czynsz*) may be reserved in money or in performances of other kind. It may also be determined as a fraction of profits.¹⁵

In legal Standard Swedish the equivalent of the Polish term is *arrende*, which is defined in the database *lagen.nu* as follows:

¹⁵ Art. 693. § 1. Przez umowę dzierżawy wdzierżawiający zobowiązuje się oddać dzierżawcy rzecz do używania i pobierania pożytków przez czas oznaczony lub nieoznaczony, a dzierżawca zobowiązuje się płacić wdzierżawiającemu umówiony czynsz.

§ 2. Czynsz może być zastrzeżony w pieniądzu lub świadczeniach innego rodzaju. Może być również oznaczony w ułamkowej części pożytków.

Granting of land, against compensation, according to chap. 8-11 landcode (1970:994) or of fishing right according to law (1957:390) on fishing tenancy.¹⁶ [transl. M.H.]

If the tenancy of land is concerned, the tenant is as well obligated to cultivate the land and allowed to take benefits from the land cultivation (Ramberg, Agells 2014: 239). The Finland Swedish equivalent to the Swedish verb *arrendera ut* ('lease out'), e.g. *upplåta på lega* is to find in *Jordlegolag* (Law on tenancy 29.4.1966/258), § 1):

For contracts by which real estates or land for a time period or until further notice shall be given in grant against a certain fee shall be this law applicable.¹⁷ [transl. M.H.]

The Finland Swedish equivalent of the Swedish term *arrende*, that is *jordlega* and its definition is to find in *Lag om rätt att överlåta statlig fastighetsförmögenhet* (Law on right to convey state real estate 25.11.2002/973), § 3:

In this law with leasing out is meant tenancy, which uses in *jordlegolagen* (258/1966).¹⁸ [transl. M.H.]

The meanings of the terms *dzierzawa* (Polish), *arrende* (Swedish) and *jordlega* (Finland Swedish) are convergent: granting land to another user (although the Polish term may denote granting of other things as well). But it is noteworthy that in the Standard Swedish *jordlega* is an older word than *arrende*. In the Swedish legislation the term *jordlega* was used up to 1907 and after that it was changed into *arrende* (NE.se_jordlega). The word *jordlega* has a German origin, whereas the word *arrende* originates from medieval Latin (*arre'nda*, *arre'ndo*, *arre'hto*, 'granting of land, against compensation'). Also in the Finland Swedish *jordlega* is treated as an archaic word (Finlandsvensk ordbok_jordlega) but the Finnish legal

¹⁶ Upplåtelse, mot vederlag, av jord enligt 8 - 11 kap. jordabalken (1970:994) eller av fiskerätt enligt lagen (1957:390) om fiskearrenden.

¹⁷ På avtal, varigenom fastighet eller område för viss tid eller tills vidare upplåtes på lega mot bestämd avgift, skall tillämpas vad i denna lag stadgas.

¹⁸ I denna lag avses med (..) *utarrendering* «jardlega» som avses i *jordlegolagen* (258/1966).

act, in which it was used (*Jordlegolagen*, The Land Code 258/1966) is still valid, so in other subordinated legislation (e.g. *Tomtlegoförordning* 449/1966, Regulation on tenancy 449/1966) the term *jordlega* shall be followed. The same applies to the connected terms *legogivare* ('lessor') and *legotagare* ('leaseholder'). In another Finnish legislation can the modern terms *arrende* ('lease'), *arrendegivare* ('lessor') and *arrendator* ('leaseholder') be used (SLAF 2010: 313). In the Swedish legislation only the terms *arrende* ('lease') *arrendegivare* ('lessor') and *arrendator* ('leaseholder') occur. However, for a translator from Polish into Finland Swedish it is recommended to follow the most typical term in Finland Swedish: *jordlega*.

The dimensions of the three terms have been completed by the dimension of 'the time of text creation and status of the text' due to the historical development mentioned above. The dimensions are presented in Table 10.

Table 10. Dimensions relevant for the Polish term *dzierżawa* and the Swedish terms *jordlega* and *arrende*

Parameter	Terms			
	Polish term (source language)	Swedish terms (target language)		
	<i>Dzierżawa</i>	<i>Arrende</i>	<i>Jordlega</i>	<i>Jordlega</i>
Language variety	Indeterminacy	Standard Swedish	Standard Swedish	Finland Swedish
The time of text creation and text status	Valid	Valid	Before 1907, invalid	Valid
Lect	Legal	Legal	Legal	Legal
Genre	Legislation	Legislation	Legislation	Legislation

Parameter	Terms			
	Polish term (source language)	Swedish terms (target language)		
	<i>Dzierżawa</i>	<i>Arrende</i>	<i>Jordlega</i>	<i>Jordlega</i>
Branch of law	Civil law	Civil law	Civil law	Civil law
Sub-branch of law	Substantive law	Substantive law	Substantive law	Substantive law

As we can see in Table 10 the valid Standard Swedish term *arrende* and the valid Finland Swedish term *jordlega* are complementary with respect to the dimension ‘language variety’. On the basis of the above information the following directives may be drawn up.

Directive 1. If in a Polish text formulated in language of law the term *dzierżawa* is used, then it must be translated into Standard Swedish as *arrende*.

These two terms are convergent with respect to the dimension of ‘language variety’, ‘lect’, ‘branch of law’ and ‘the time of text creation’ and therefore may be considered sufficiently equivalent.

Directive 2. If in a Polish text formulated in language of law the term *dzierżawa* is used, then it must be translated into Finland Swedish as *jordlega*.

These two terms are convergent with respect to the dimension of ‘language variety’, ‘lect’, ‘branch of law’ and ‘the time of text creation’ and therefore may be considered sufficiently equivalent.

1.3.3.2. *Eksmisja* (‘eviction’+‘ejection’)

The Polish term *eksmisja* (‘eviction’) originates from Latin (*e(x)mittere* – ‘evict’) but it came into Polish via German (‘*Exmission*’ – ‘eviction’). The term occurs only once in the Polish statutory instruments: in the Code of Civil Procedure (Art. 567(5) KPC), but no

legal regulation include a definition of this term. According to Rola (2007) by eviction means are all legal and practical measures aiming at removing of a person from a flat or a real estate, emptying it and conveying to a entitled person. The legal basis for eviction is Art. 222, § 1 the Civil Code (KC), which entitles the owner to demand that the person who occupies the flat or real estate gives it back to the owner.

In the Swedish legal system occurs the corresponding term *avhysning* ('eviction'), which is defined in § 1, Section 16, *Utsökningsbalk*, Debt Enforcement Code as follows:

With *avhysning* means an obligation for an earlier owner or someone who used to have the right of use (of a real property) to move out from a real estate, a flat or another room in a building.¹⁹

It is noteworthy, that the meaning of the Polish term is broader than the meaning of its Swedish equivalent. The Polish term *eksmisja* includes even 'ejection', that means removing of a squatter, whereas the Swedish and Finish law concerns only 'a former owner or someone who used to have the right of use'. Removing of a squatter is not embraced by the Swedish regulations of eviction (Gregow 2012: 374). The most common reason for eviction according to the Swedish and Finish law can be unpaid rent. Other reasons can be disturbing the neighbors or renting out in second hand without permission of the landlord or running a criminal activity in the property²⁰. In contrast, the most popular reason for eviction according to the Polish law is unpaid rent or occupation of the property ('ejection').

In the Finland Swedish legal system the corresponding concept to the Swedish *avhysning* is *vräkning* ('eviction'), that is defined in § 1, the Finish *Utsökningsbalk*, Debt Enforcement Code 15.6.2007/705 as follows:

¹⁹ Med avhysning avses en förpliktelse för tidigare ägare eller nyttjanderättshavare att flytta från fast egendom, en bostadslägenhet eller något annat utrymme i en byggnad.

²⁰ <https://www.kronofogden.se/Vrakning.html>

[With *vräkning* means] an obligation to convey into possession of someone else a real property, a building, a flat or another room or a part of such or to move out from it.²¹ [transl. M.H.]

The terms *eksmisja* (Polish), *avhysning* (Standard Swedish) and *vräkning* (Finland Swedish) are convergent, with the only one difference, that the Polish term has a broader meaning ('ejection') than the Swedish and the Finish equivalents. The procedures of eviction is as well similar in these three legal systems: there is an enforcement officer (or another officer in Finland), who carries out an eviction.

It is to be noted that the Finland Swedish *vräkning* is an older Swedish term in comparison to *avhysning*, which is still used in vernacular lect in Sweden. Even some single usages of the older term *vräkning* are to find among Swedish jurisdiction cases (e.g. the law case of the Swedish High Court Nja 1981 s. 704). In Finland Swedish is the term *vräkning* used exclusively.

The dimensions of the two terms are illustrated by Table 11 and concluded as directives beneath.

²¹ Skyldighet att i någon annans besittning överlåta fast egendom, en byggnad, en lägenhet eller annan lokal eller en del av en sådan eller att flytta bort från den («*vräkning*»).

Table 11. Dimensions relevant for the Polish term *eksmisja* and the Swedish term *avhysning* and *vräkning*

Parameter		Terms		
	Polish term (source language)	Swedish terms (target language)		
	<i>Eksmisja</i>	<i>Avhysning</i>	<i>Vräkning</i>	<i>Vräkning</i>
Language variety	Indeterminacy	Standard Swedish	Standard Swedish	Finland Swedish
The time of text creation and text status	Valid	Valid	Earlier legislation, invalid	Valid
Lect	Legal	Legal	Legal	Legal
Genre	Legislation	Legislation	Legislation	Legislation
Branch of law	Civil law	Civil law	Civil law	Civil law
Sub-branch of law	Substantive law	Substantive law	Substantive law	Substantive law

As presented in Table 11, the valid Standard Swedish term *avhysning* and the valid Finland Swedish term *vräkning* are complementary to the dimension ‘language variety’. On the basis of the above information, the following directives may be drawn up.

Directive 1. If in a Polish text formulated in language of law the term *eksmisja* is used, then it must be translated into Standard Swedish as *avhysning*.

These two terms are convergent with respect to the dimension of ‘language variety’, ‘lect’, ‘the time of text creation’ and ‘branch of law’ and therefore may be considered sufficiently equivalent.

Directive 2. If in a Polish text formulated in language of law the term *eksmisja* is used, then it must be translated into Finland Swedish as *vräkning*.

These two terms are convergent with respect to the dimension of ‘language variety’, the dimension of ‘lect’ and ‘branch of law’ and therefore may be considered sufficiently equivalent.

1.3.3.3 *Apelacja* (‘appeal’)

Apelacja (‘appeal’) is one of two ordinary legal remedies in civil and criminal procedures in the Polish legal system. *Apelacja* in civil procedure is defined in Art. 367, Code of Civil Procedure (KPC), as follows:

Appeal (*apelacja*) can be launched to the court of second instance from sentence of the court of first instance.²² [transl. M.H.]

The corresponding term in legal Swedish is *överklagande* (‘appeal’), which is one of two ordinary legal remedies in the Swedish legal system. *Överklagande* is a legal proceeding by which a case is brought before a higher court for review of a decision or a judgment of lower court; it can be used in connection to decisions or judgments which are not yet legally binding (Melin 2012: 446). *Överklagande* is regulated in the Code of Judicial Procedure (*rättegångsbalk*, RB 1942:740). *Överklagande* is applicable in civil, criminal and administrative procedure. Before the administration reform of 1995 *överklagande* of a judgement used to be called *besvär* and *överklagande* of an administration decision – *vad* (Melin 2012: 446). The term *besvär* occurs in the records of Swedish legislation from the time before 1995.

In Finland Swedish the equivalent term to *överklagande* is *besvär* (Finlex 2010), because Finland has not carried out any parallel administration reform as Sweden. *Överklagande* is regulated in the Finland Swedish Code of Judicial Procedure (*Rättegångs Balk* 1.1.1734/4, RB). According to *Finlandssvensk ordbok* the word *besvär* in Finland Swedish is used in plural form only: *Domstolen har prövat besvärerna*. (‘The court has examined the appeal.’)

Nowadays is the noun *överklagande* used in vernacular Finland Swedish (*Finlandssvensk ordbok*).

²² Od wyroku sądu pierwszej instancji przysługuje apelacja do sądu drugiej instancji.

There are some differences between these three procedures, e.g. *apelacja* in Poland is applicable only for judgments, not decisions, opposite to Sweden and Finland. *Överklagande* and *besvär* encompass even administrative cases, opposite to *apelacja*. But because of the main function that these procedures have in common there is no doubt that these three terms are convergent. Dimensions of the terms are presented in Table 12 below.

Table 12. Dimensions relevant for the Polish term *apelacja* and the Swedish term *överklagande* and *besvär*

Parameter	Terms			
	Polish term (source language)	Swedish terms (target language)		
	<i>Apelacja</i>	<i>Överklagande</i>	<i>Besvär</i>	<i>Besvär</i>
Language variety	Indeterminacy	Standard Swedish	Standard Swedish	Finland Swedish
The time of text creation and text status	Valid	Valid	Before 1995 invalid	Valid
Lect	Legal	Legal	Legal	Legal
Genre	Legislation	Legislation	Legislation	Legislation
Branch of law	Civil law	Civil law	Civil law	Civil law
Sub-branch of law	Procedural law	Procedural law	Procedural law	Procedural law

As presented in Table 12 the valid Swedish term *överklagande* and the valid Finland Swedish term *besvär* are complementary with respect to the dimension ‘language variety’. On the basis of the above information, the following directives may be drawn up.

Directive 1. If in a Polish text formulated in language of law the term *apelacja* is used, then it must be translated into Standard Swedish as *överklagande*.

These two terms are convergent with respect to the dimension of ‘language variety’, the dimension of ‘lect’, ‘branch of law’ and ‘the time of text creation’ and therefore may be considered sufficiently equivalent.

Directive 2. If in a Polish text formulated in language of law the term *apelacja* is used, then it must be translated into Finland Swedish as *besvär*.

These two terms are convergent with respect to the dimension of ‘language variety’, ‘lect’ and ‘branch of law’ and ‘the time of text creation’ and therefore may be considered sufficiently equivalent.

1.3.3.4. *Postanowienie* (‘decision’, ‘order’)

The term *postanowienie* (‘decision’) is defined in Art. 354 in Code of Civil Procedure (KPC) as follows:

If the Code of civil procedure doesn’t intend a judgement or a payment order to be pronounced, the court shall issue a decision (*postanowienie*).²³ [transl. M.H.]

According to Telenga (2016b) judgements are final rulings which concern the content of civil action, whereas decision concern procedures and can be given during the process. Payment orders can be given only when the law prescribes this.

The corresponding term in Standard Swedish is *beslut* (‘decision’). According to the database *lagen.nu* is decision a way in which the court settles the case when it doesn’t happen in a sentence according to chapters 17, § 1 and 30, § 1 the Code of Judicial Procedure (RB). The term *beslut* is also used within administrative law (Melin 2012: 64).

A definition of the parallel term *beslut* (‘decision’) in the Finland Swedish legal system is to find in § 1, Chap. 24,

²³ Jeżeli kodeks nie przewiduje wydania wyroku lub nakazu zapłaty, sąd wydaje postanowienie.

the Finland Swedish Code of Judicial Procedure (RB), *Rättegångs Balk* 6.3.1998/165, as follows:

A conclusion of main question in a trial is sentence. The other conclusion in a trial is decision (*beslut*).²⁴ [transl. M.H.]

On the other hand there is an additional corresponding term in Finland Swedish *utslag*, which is not defined in the Code of Judicial Procedure (RB). The on-line dictionary *Finlandssvensk ordbok* provides the information that in Finland Swedish administrative law *utslag* are final decision and other decisions are *beslut*. Furthermore Landqvist et. al. (2016: 136) comment on the term *utslag* as an archaic word corresponding with the Finish word ‘päättö’. A further research confirms this statement: the term *utslag* is to find in earlier Finland Swedish legislation, e.g. as a judgment or decision (*Finlandssvensk ordbok*). The term is used in this meaning especially in the earlier legislation, e.g. in parts of the Finish Code of Judicial Procedure from 1960²⁵.

Additionally it is to mention, that the term *utslag* occurs in modern Standard Swedish in a narrow meaning ‘a decision of an enforcement officer in a case concerning order to pay and security measures’²⁶ (Martinger 2013: 240).

The study about the three terms can be concluded as follows: the Finland Swedish term *utslag* is used in modern administrative law, but it had been used in civil law earlier. Therefore it is recommended to use the Finland Swedish term *utslag* only within administrative law.

The terms are parametrized in Table 13.

²⁴ Ett avgörande av huvudsaken i ett tvistemål är dom. Annat avgörande av domstolen är «beslut».

²⁵The Finish Code of Judicial Procedure, *Rättegångsbalk* 2§ (12.8.1960/362): *Om process invändning skall rätten meddela särskilt utslag*. - About process objection the court shall issue a decision.[transl.M.H.]

²⁶ Utslag används som beteckning på Kronofogdensmyndighetens avgörande i ett mål om betalningsföreläggande och handräckning.

Table 13. Dimensions relevant for the Polish term *postanowienie* and the Swedish term *beslut* and *utslag*

Parameter	Terms				
	Polish term (source language)	Swedish terms (target language)			
	<i>Postanowienie</i>	<i>Beslut</i>	<i>Utslag</i>	<i>Beslut</i>	<i>Utslag</i>
Language variety	Indeterminacy	Standard Swedish	Standard Swedish	Finland Swedish	Finland Swedish
The time of text creation and the status of the text	Valid	Valid	Valid	Valid	not valid in civil law
Lect	Legal	Legal	Legal	Legal	Legal
Genre	Legislation	Legislation	Legislation	Legislation	Legislation
Branch of law	Civil law, Administrative law	Civil law, administrative law	Civil law	Civil law	Administrative law, earlier civil law
Sub-branch of law	Procedural law, administrative law	Procedural law, administrative law	Debt enforcement	Procedural law	Administrative procedure

As presented in Table 13 the Standard Swedish term *beslut* and the Finland Swedish term *utslag* are complementary with respect to the dimension ‘language variety’. On the basis of the above information and parameterization following directives may be drawn up.

Directive 1. If in a Polish text formulated in language of law the term *postanowienie* within civil procedural law or administrative law is used, then it must be translated into Standard Swedish as *beslut*.

These two terms are convergent with respect to the dimension of ‘language variety’, the dimension of ‘lect’, ‘the time of text creation’ and ‘branch of law’ and therefore may be considered sufficiently equivalent.

Directive 2. If in a Polish text formulated in language of law the term *postanowienie* is used as a decision of enforcement officer, then it must be translated into Standard Swedish as *utslag*.

These two terms are convergent with respect to the dimension of ‘language variety’, the dimension of ‘lect’ and the dimension ‘the time of text creation’. Although they are not convergent in the dimension ‘branch of law’ and ‘sub-branch of law’ may be considered sufficiently equivalent.

Directive 3. If in a Polish text formulated in language of law the term *postanowienie* within civil law is used, then it must be translated into Finland Swedish as *beslut*.

These two terms are convergent in the dimension ‘language variety’, ‘lect’ and ‘the time of text creation’. Although they are not convergent with respect to the dimension of ‘branch of law’ and ‘sub-branch of law’, they may be considered sufficiently equivalent.

Directive 4. If in a Polish text formulated in language of law the term *postanowienie* within administrative law is used, then it must be translated into Finland Swedish as *utslag*.

These two terms are convergent in the dimension ‘language variety’, ‘lect’ and ‘the time of text creation’. Although they are not convergent with respect to the dimension of ‘branch of law’ and ‘sub-branch of law’, they may be considered sufficiently equivalent.

1.4. Concluding remarks

We have chosen three relevant dimensions for legal terms in order to establish the most appropriate equivalents within translation from Polish to Swedish. These relevant dimensions are: ‘lect’ ‘branch of law’ and ‘language variety’. The dimension ‘language variety’ includes the property ‘indeterminacy’ for Polish (source language) and ‘Standard Swedish’ or ‘Finland Swedish’ for Swedish (target language). There is a relatively small group of legal terms which differ in these two Swedish language varieties. We have chosen 4 examples and presented them together with the Polish source terms:

Polish term	Standard Swedish term	Finland Swedish term
<i>dzierżawa</i> (‘tenancy’)	<i>arrende</i>	<i>jordlega</i>
<i>eksmisja</i> (‘eviction’)	<i>avhysning</i>	<i>vräkning</i>
<i>apelacja</i> (‘appeal’)	<i>överklagande</i>	<i>besvär</i>
<i>postanowienie</i> (‘decision’)	<i>beslut</i>	<i>beslut, utslag</i>

In the study we could find out that the terms typical for Finland Swedish have often been used in the earlier Standard Swedish legislation and are already replaced by modern terms in this language variety. Some of the older terms are used continuously in Sweden in vernacular lect (e.g. *vräkning*), other are at the same time used in legal lect in another meaning (*utslag*). Due to the historical aspects of Finland Swedish terms the dimension ‘the time of text creation and text status’ was applied within parametrization. The study has confirmed our assumption that the dimension ‘language variety’ is not of a such relevance as e.g. ‘branch of law’, due to the small number of legal terms typical for Finland Swedish. Such sources like *Finlandssvensk ordbok* indicate a total number of 2,4 thousand words, whereas ca. 50 words might be recognized as legal terms. From the fact that the terms used in the Finland Swedish variety originate usually from earlier Standard Swedish legislation and are often used continuously in Standard Swedish vernacular lect, we can draw a pragmatic conclusion that the terms are well known in Sweden and would be understood there. Therefore, distinguishing of these varieties would be of importance only if a text would be translated into

the Finland Swedish variety, which, in turn, due to the small group of potential receivers (ca. 5.5% of Finland's population, i.e. 300 000 people) does not happen very often, particularly in the language pair Polish - Finland Swedish. However, practicing of legal translation into the Finland Swedish variety could be a way for a Polish translator to learn a lot about historical development of Swedish legal terms. Thus, application of parametrization of legal terms, and particularly taking into consideration the dimension 'language variety' may be of importance not only for the translation process, but also for the training of translators in the language pair Polish-Swedish.

The next dimension 'lect' makes it possible to recognize legal terms used in legal and other lects. In all cases the alternative lect to legal lect was vernacular lect. We have presented some examples with two translational equivalents in Swedish (*yrkande/begäran; äktenskapsskillnad/skilmässa; rätten/domstol*) and one with two alternative terms in Polish (*przysposobienie/adopcja*). It is noteworthy that the term pair *rätten/domstol* reveals, besides difference of lect, a semantic difference that should be followed by a translator – the term *rätten* is used in the meaning 'ruling court' and *domstol* in the meaning 'judiciary institution (or 'organization unit of judiciary')'. In this case we could observe that the properties of the two translating equivalents overlap with each other in the dimension 'lect', i.e. the term *rätten* indicates only one property (i.e. legal lect) and the term *domstol* – two properties (i.e. legal lect, vernacular lect). It is to be noted that a such 'overlapping of properties', which has been discovered in the parametrization process, may indicate semantic differences between analyzed terms, like in this case.

However, as the most effective dimension in search for terms consists in the dimension of 'branch of law' respectively 'sub-branch of law', which was introduced as an auxiliary dimension. There are some homograph terms in both languages, which belong to different branches of law and can't therefore be used as equivalents for given terms: e.g. the Polish terms *egzekucja* in civil law and *egzekucja* in criminal law. However, as mentioned before, in connection to the dimension 'lect', in case of some terms, properties within the dimension 'branch of law' and 'sub-branch of law' overlap with each other. This concerns such terms as: (i) the Polish term *kurator* 'guardian' (civil substantive law and family law) and the Swedish translational equivalents *god man* and *förmyndare* (family law), (ii)

the Polish term *kurator sądowy* ‘court officer’ (civil law, criminal law) and its Swedish partial equivalent *övervakare* ‘probation officer’ (criminal law), (iii) the Polish term *nioletni* ‘minor’ (criminal law) and the equivalent *minderårig* (civil law and criminal law). Such differences, if observed within the dimension of ‘branch of law’, should be followed in the dimension ‘sub-branch of law’ or/and make the translator attentive to deeper examination of the meaning of the terms in question. For instance, in the case of *kurator* and *kurator sądowy* and their Swedish equivalents different competences of the positions in question could be found out. In such cases sufficient equivalence between terms in the source and target language terms is not always possible. In case of *kurator* one of translating equivalents could be chosen (*god man*), but in case of *kurator sądowy* the Swedish equivalent had to be coined (*särskilt förordnad tillsynsperson* ‘special appointed supervisor’). Furthermore, in case of the term *nioletni*, which differs in meaning from the equivalent *minderårig* in the age of criminal responsibility, the equivalent (*minderårig*) should be completed by a remark: *a person som begått brott, innan han/hon fyllt 17 år* (‘a person who committed a crime under the age of 17’). A similar solution is recommended for the nonequivalent term *młodociany* in criminal law. It should be translated into Swedish as a descriptive equivalent: *person som begått en förbjuden gärning innan han/hon fyllt 21 år och har inte fyllt 24 år innan han/hon dömts i första instans* (‘a person who has not reached 21 years, when he/she committed a prohibited act and has not reached 24 years at the time of the trial in the first instance court’).

To sum up the discussion, the three chosen dimensions: branch of law, lect and language variety turned out to be relevant while determining the meaning of the terms and effective search for Swedish equivalents. The auxiliary dimensions which were applied in some cases: ‘sub-branch of law’ and ‘the time of text creation and the status of text’ turned out also to be useful. The auxiliary dimension ‘text genre’, which was introduced due to specific features of Swedish legal system (special position of other sources of law) turned out to be the least useful so far. The dimensions of ‘branch of law’, ‘lect’ and ‘language variety’ have been proved as relevant in determining sufficient equivalents in target language and shall be applied in following chapters devoted to examination of semantic relations between legal terms: synonymy, polysemy and hyponymy/hyperonymy.

2. SYNONYMY OF POLISH AND SWEDISH LEGAL TERMS

Synonymy is the first semantic relation of legal terms, which will be discussed in this study. Next sections are devoted to polysemy and hyperonymy/hyponymy. All these relations cause specific problems, which have to be solved in the process of translation. We intend to discuss the specific problems and present the lexicological methods, which can be applied in order to establish sufficient equivalents.

Synonymy appears as serious difficulty while translating legal texts, because a term in the source language should be translated with possibly the same meaning into a term in the target language. Many of intralingual synonyms can be eliminated using relevant dimensions described in the previous chapter: branch of law (e.g. civil law, criminal law), lect (legal lect, vernacular lect or another LSP) or/and language variety (Standard Swedish or Finland Swedish). However, the problem of synonymy concerns many terms within one branch of law, lect and language variety. Such terms will be discussed in the first part of this chapter (2.1). Other three parts concern synonymy of terms belonging to the same branch of law, the same language variety and different lects (2.2), to the same branch of law, the same lect and different text language varieties (2.3) and to different branches of law, different lects and different language varieties (2.4).

2.1. Synonymy between terms belonging to the same branch of law, lect and language variety

As mentioned above, this category of terms is the most problematic in search for convergent legal terms in target language. This category includes numerous terms, which are often used alternately

in legislation and defined as synonyms in academic studies. In some cases it is possible to settle an equivalent term according to sub-branches of law that the term represents. However, in many cases it is the meaning of the term or a pragmatic feature that decides about the equivalence. Below relevant examples will be presented and discussed.

2.1.1. *Prawo cywilne* ('civil law')

The division into private law and public law is founded on the Roman law (Dębiński 2007: 29). Nowadays the private law is considered according to the Roman concept. The private law includes as follows:

- (i) civil law
- (ii) family law
- (iii) labour law
- (iv) commercial law.

The private law is to be considered as superior to the civil law. According to Radwański, Olejniczak (2011: 6) the Polish civil law has been described since the 10th Century and codified since 1965. The main source of civil law is the Civil Code – the Act from 1964. It is assumed that the Polish civil law regulates the relationships between natural persons, legal persons and entities which are not legal persons but have got legal capacity according to laws. Additionally, the situation of persons and things as subjects of civil legal relationships and the content of legal relationships as rights and obligations are regulated by the civil law.

The civil law is divided into several sub-branches. A specific position is taken by the labor law, intellectual property law and commercial law, which have been separated from the civil law but preserved many of its features. The 'classical' civil law includes following areas:

- (i) general part regulating common areas for the civil law
- (ii) property law (*prawo rzeczowe*)
- (iii) obligation law (*prawo zobowiązań*)
- (iv) inheritance law (*prawo spadkowe*)
- (v) family law (*prawo rodzinne*).

This division is founded on the late Roman law (Radwański, Olejniczak 2011: 14). Because the civil law is a branch of Polish law,

the term *prawo cywilne* is obviously used very often in legal language and by judiciary. Private law is considered to be a hyperonymous term to civil law and is not used very often except for the phrase *prawo prywatne międzynarodowe* ('international private law').

Civilrätt ('civil law'), *privaträtt* ('private law')

Civilrätt ('civil law') is made equal to *privat rätt* ('private law') in the Swedish sources, like in the legal database *lagen.nu*:

Civil law is this law area which concerns relations between individuals. For instance, purchase law; tenancy law, lease law, loan law, contract law, tort law, family law etc. It is also called private law (*privaträtt*). The word originates from the Latin *Ius Civile*".²⁷ [transl. M.H.]

The same is claimed by Ramberg (2014: 26):

"Private law is called civil law in Sweden and on the European continent (in English it is called Private Law)".²⁸ [transl. M.H.]

According to Carlsson (2012: 199-200) the initial classification in Swedish law is between public and private law. Private law is then classified as either the Law of Obligations and Property having monetary values (*förmögenhetsrätt*) or Family Law (*familjerätt*) including the law of inheritance (*arvsrätt*). The first category of private law, the law concerning property and obligations, is further divided into the law of obligations (*obligationsrätt*) concerning the legal relationships between persons, and the law of property (*sakrätt*) concerning the legal relationship between persons and things. These distinctions are based on Roman law. The Law of Obligations (*obligationsrätt*) in turn includes contract law (*avtalsrätt*) and the law

²⁷ Det rättsområde som rör förhållanden mellan enskilda. Exempelvis köp, hyra, arrende, lån, avtal, skadestånd, familjerätt, m.m. Kallas även *privaträtt*. Ordet härstammar från det latinska *Ius Civile*.

²⁸ Privaträtt kallas i Sverige och på den europeiska kontinenten för civilrätt (på engelska heter det Private Law).

of torts (*utomobligatorisk skådestånds rätt*). The Contract Law (*avtals rätt*) is divided into general contract law (*allmän avtals rätt*) and specific areas of contract law (*speciell avtals rätt*), e.g. sales, landlord/tenant law.

Instead of a general civil law like in many European countries, Sweden has several separate laws (e.g. family law, contract law, sales law or tort law). For some important civil legal relationships, e.g. construction contracts there are no specified legal civil regulations. They are standard contracts and general legal rules to follow which are taken from close legal areas by so-called law analogy.

The term *civil rätt* is considered in the Swedish legal system as a synonym to the *privat rätt* that is grounded on the Roman concept of the private law. Nevertheless, the term *civil rätt* is used more often in legal language as *privat rätt*. The latter term occurs often in the phrase *internationellt privat rätt* ('international private law'). The same concerns the Finland Swedish legislation. The above mentioned terms are illustrated by Table 14 with specified dimensions and properties.

Table 14. Properties of the Polish term *prawo cywilne* and the Swedish terms *civil rätt* and *privat rätt*

Parameter	Terms		
	Polish term (source language)	Swedish terms (target language)	
	<i>Prawo cywilne</i>	<i>Civil rätt</i>	<i>Privat rätt</i>
Branch of law	Civil law	Civil law	Civil law
Sub-branch of law	Substantive law	Substantive law	Substantive law
Lect	Legal	Legal	Legal
Genre	Legislation	Legislation	Legislation
Language variety	Indeterminacy	Standard Swedish, Finland Swedish	Standard Swedish, Finland Swedish

According to the above information we can draw up a directive:

Directive. If in a Polish text formulated in language of law the term *prawo cywilne* is used, then it must be translated into Standard Swedish or Finland Swedish as *civilrätt* (preferred term) or *privaträtt*. These two terms are convergent with respect to all relevant dimensions: ‘language variety’, ‘lect’ and ‘branch of law’ and therefore may be considered sufficiently equivalent.

2.1.2. *Proces (sądowy)* (‘lawsuit’)

The term *proces (sądowy)* occurs in Art. 13. § 1. KPC, which regulates civil procedure:

The court examines cases in a lawsuit, unless the act provides otherwise.²⁹ [transl. M.H.]

A definition of the term is to find in a KPC-commentary:

A process is the main kind of examining procedure; in this procedure the court examines a legal dispute between two parties and decides about subject rights and obligations that result from it.³⁰ [transl. M.H.]

(Bodio 2017)

Despite cases examined by the court in a process, there are cases that are examined without any process (e.g. in family law, inheritance law, register procedure).

Rättegång, process, mål

There are three synonymous terms in Swedish that are potential equivalents of the Polish term *proces (sądowy)*. The first one is *rättegång*. According to a definition based on the legal database *lagen.nu* :

²⁹ Sąd rozpoznaje sprawy w procesie, chyba że ustawa stanowi inaczej.

³⁰ Proces jest podstawowym rodzajem postępowania rozpoznawczego, w którym sąd rozpoznaje spór prawny istniejący między dwiema stronami i rozstrzyga o wynikających z niego prawach podmiotowych i obowiązkach.

Rättegång ('lawsuit') is a concept that is used in order to describe this part of a law process that happens at a court.³¹ [transl. M.H.]

Furthermore, according to the database *lagen.nu*, a lawsuit starts with filing the claim and ends generally with a judgment. A little archaic and ambiguous word *process*, from the German word *Prozess* can be used as a synonym. Sometimes the word *rättegång* means only the main hearing in a case. The term *mål* ('lawsuit') can be also used as a synonym for *rättegång*, although the word *mål* has another meaning such as 'case' (Ekelöf, Edelstam 2010: 36).

The term *rättegång* is frequently used in the Swedish and Finish RB (*rättegångsbalk*), the term *mål* (in the meaning *rättegång*) in 12:5 (Swedish) RB and the term *process* – mainly in the legislative preparatory works of the Swedish Parliament (e.g. *motioner* 'motions')³². In terms of the legislative preparatory works, they are regarded as one of the main sources of law within Swedish legal system – it's ranked just after legislation.

With respect to the above the term *process* (as synonym to *rättegång*) is to be regarded as a legal term, representing legal lect. However – as mentioned above – it is considered as archaic and occurs rather seldom in the Swedish legal lect and not at all in the Finland Swedish legislation.

As we have mentioned, all the 4 terms belong to the same branch of law and the same lect. The Swedish terms represent – with one exception (*process*) – both language varieties: Standard Swedish and Finland Swedish. They are illustrated by Table 15 with specified properties.

Formulating the directives we should keep in mind that the term *mål* has two meanings: *lawsuite* and *case*. In order to avoid this polysemy the term *rättegång* should be preferred. This is expressed by the directives below Table 15.

³¹ Rättegång är ett begrepp som används för att beteckna den del av en juridisk process, som sker vid domstol.

³² <http://www.riksdagen.se/sv/global/sok/?q=process+&p=2>.

Table 15. Properties of the Polish term *sprawa sądowa* and the Swedish terms *rättegång*, *mål* and *process*

Parameter	Terms			
	Polish term (source language)	Swedish terms (target language)		
	<i>Proces</i> (<i>sądowy</i>)	<i>Rättegång</i>	<i>Mål</i>	<i>Process</i>
Language variety	Indeterminacy	Standard Swedish, Finland Swedish	Standard Swedish, Finland Swedish	Standard Swedish
Lect	Legal	Legal	Legal	Legal
Genre	Legislation	Legislation	Legislation	Legislation
Branch of law	Civil law	Civil law	Civil law	civil law
Sub-branch of law	Procedural law	Procedural law	Procedural law	Procedural law

Directive 1. If in a Polish text formulated in language of law the term *proces (sądowy)* is used, then it must be translated into Swedish or Finland Swedish as *rättegång* (preferred term) or *mål*.

These three terms are convergent with respect to all relevant dimension of ‘language variety’ and ‘branch of law’ and ‘lect’ and therefore may be considered sufficiently equivalent.

Directive 2. If in a Polish text formulated in language of law the term *proces (sądowy)* is used, then it must not be translated into Swedish or Finland Swedish as *process*.

2.1.3. *Sprawa cywilna* (‘civil case’)

The term *sprawa cywilna* (‘civil case’) is defined in the Code of Civil Procedure (KPC) as a court procedure under civil law, family law, labour law or social security regulations (Art. 1 KPC).

In Swedish there are two synonymous terms *civilmål* and *tvistemål* which are corresponding to the Polish term *sprawa cywilna*. The latter one is defined in the legal database *lagen.nu* as follows:

Civil case (*tvistemål*) is a type of case that is dealt with according to the rules for civil cases included in Chap. 10-18 and further chapters in the Code of Judicial Procedure (*Rättegångsbalken*, RB).³³

Other sources supplement the definition in this way that *tvistemål* (called also *civilmål*) includes such cases where a litigation (*tvist*) concerns private legal unsettled matters between individuals or between individuals and community (NE.se_*tvistemål*). *Tvistemål* are divided into *dispositiv*, namely such cases where a conciliation is possible and a settlement by a court is needed only if the parts can't agree, and into *indispositiv*, namely such cases, where the parties can't freely decide about the litigation, e.g. in divorce cases or child custody cases (Melin 2012: 411). Additionally, *tvistemål* can be proceeded as *ordinärt tvistemål* ('ordinary civil case') or *småmål*, namely cases with smaller value of the claim (Melin 2012: 411). The term *tvistemål* occurs often in legal lect – on the one hand in statutory instruments and, on the other hand, in the case law, namely description of legal cases, whereas the term *civilmål* is not so frequent in these sources. There is no evidence of the term *civilmål* in Finland Swedish legislation.

The properties of the above terms are presented in Table 16.

³³ Tvistemål är den typ av mål som handläggs enligt reglerna för tvistemål i 10 -18 kap. med flera kapitel i rättegångsbalken.

Table 16. Properties of the Polish term *sprawa cywilna* and the Swedish terms *tvistemål* and *civilmål*

Parameter	Terms		
	Polish term (source language)	Swedish terms (target language)	
	<i>Sprawa cywilna</i>	<i>Tvistemål</i>	<i>Civilmål</i>
Language variety	Indeterminacy	Standard Swedish, Finland Swedish	Standard Swedish
Lect	Legal	Legal	Legal
Genre	Legislation	Legislation	Legislation
Branch of law	Civil law	Civil law	Civil law
Sub-branch of law	Procedural law	Procedural law	Procedural law

Now some directives may be drawn up.

Directive 1. If in a Polish text formulated in language of law the term *sprawa cywilna* is used, then it must be translated into Swedish as *tvistemål* (preferred term) or *civilmål*.

These three terms are convergent with respect to all relevant dimensions: ‘language variety’, ‘branch of law’ and ‘lect’ and therefore may be considered sufficiently equivalent.

Directive 2. If in a Polish text formulated in language of law the term *sprawa cywilna* is used, then it must be translated into Finland Swedish as *tvistemål*.

These two terms are convergent with respect to all relevant dimensions: ‘language variety’ and ‘branch of law’ and therefore may be considered sufficiently equivalent.

2.1.4. *Roszczenie* ('claim', 'demand')

The term *roszczenie* ('claim', 'demand') is defined within civil law and civil procedure³⁴ as follows:

“Claim (*roszczenie*) within civil law is a possibility – which based on personal rights – to demand from somebody a certain behavior – activity or abandonment.”³⁵

Bieliński & Pannert (2010: 155)

Within civil procedure the term *roszczenie* ('claim', 'demand') occurs in a phrase *roszczenie główne* ('main claim', 'main demand') in Art. 20 KPC, that is :

“[The main claim is] a subject right that is required by the plaintiff in the process and is subject to the ruling. Besides within the frame of the main claim there can occur – and very often do – so called secondary claims, such as interest, benefits and costs”.³⁶ [transl. M.H.]

Zieliński (2012: 77)

The equivalent terms in Swedish are *fordran* and *fordring*. The first one, *fordran*, is defined as follows in the database *lagen.nu*:

The right of a person to obtain a certain performance (for instance paying money) from another person.³⁷ [transl. M.H.]

Melin (2012) completes the definition in following way:

“A *fordran* is a demand but it means also a balance due to somebody. The person that owes someone money is called

³⁴ About the meaning of the term *roszczenie* in civil substantive law and civil procedure cf. Zedler (2009).

³⁵ Roszczenie to wynikająca z prawa podmiotowego możliwość domagania się od oznaczonej osoby określonego zachowania się.

³⁶ Roszczenie główne jest to prawo podmiotowe, którego zrealizowania w procesie domaga się powód i które stanowi istotę rozstrzygnięcia. Obok roszczenia głównego mogą występować - i najczęściej występują - tzw. roszczenia akcesoryjne (uboczne), takie jak odsetki, pożytki i koszty.

³⁷ En rätt att för någon att av en annan kräva en viss prestation.

a debtor *gäldenär*) and the person who has the *fordran* is called creditor (*borgenär*)”.³⁸ [transl. M.H.]

Melin (2012: 149)

The corresponding term *fordring* is defined in the same source as follows:

“Demand (*fordring*) is a right of somebody to demand a performance from somebody else. Demands can be private legal or public legal and they mean goods, services, money etc.”³⁹ [transl. M.H.]

Melin (2012: 149)

The same meaning of *fordran* and *fordring* is confirmed by the *Nationalencyklopedin* (NE.se_fordran):

Fordran, fordring (is) a right of a party to get a certain performance of somebody else in money or in kind.⁴⁰ [transl. M.H.]

It is to be noted that the Swedish definitions of the both terms express the meaning in terms of civil procedure. Further can be observed that the term *fordran* is used in legislation much more often than *fordring*. *Fordran* occurs for instance in *preskriptionslagen* (Act on prescription) and in a number of legal cases, whereas *fordring* only in a one legal case (NJA 2014.537) presented in the database *lagen.nu*. The same concerns the Finland Swedish legislation: *fordran* occurs in lots of acts, whereas *fordring* only in three statutory instruments (e.g. *köplag*, Act on Trade) according to the database *Finlex*. This results from the fact that the term *fordring* appears also within another LSP within economy in meaning ‘balance’. Therefore

³⁸ Rätt att erhålla en viss prestation av någon. En fordran är ett krav men innebär också ett tillgodohavande. Den som är skyldig någon pengar kallas gäldenär och den som har denna fordran kallas borgenär.

³⁹ En rätt att för någon att av en annan kräva en viss prestation. Fordringar kan vara både privaträttsliga och offentligrättsliga och avse varor, tjänster, pengar etc.

⁴⁰ Fordran, fordring, rätt för en part att få viss prestation från annan i pengar eller i natura.

it should be omitted as legal term in order to avoid ambiguity. The above observations are illustrated in Table 17 below.

Table 17. Properties of the Polish term *roszczenie* and the Swedish terms *fordran* and *fordring*

Parameter	Terms		
	Polish term (source language)	Swedish terms (target language)	
	<i>Roszczenie</i>	<i>Fordran</i>	<i>Fordring</i>
Language variety	Indeterminacy	Standard Swedish, Finland Swedish	Standard Swedish, Finland Swedish
Lect	Legal	Legal	Legal, LSP (economy)
Genre	Legislation	Legislation	Legislation
Branch of law	Civil law	Civil law	Civil law
Sub-branch of law	Substantive law, procedural law	Procedural law	Procedural law

It is confirmed by a number of definitions that the two corresponding Swedish terms *fordran* and *fordring* are synonyms, however, the first one is more frequently used both in legislation and case law (*rättspraxis*), which is regarded as one of the main sources of law within Swedish legal system (it's ranked just after legislative preparatory works). We assume that the usage of a term among law cases has also the same importance as in the legislation. These observations are applied in the following directive:

Directive. If in a Polish text formulated in language of law the term *roszczenie* is used, then it must be translated into Swedish or Finland Swedish as *fordran* (preferred term) or *fordring*.

These two terms are convergent with respect to all relevant dimensions: 'language variety', 'branch of law' and 'lect' and therefore may be considered sufficiently equivalent.

2.1.5. *Umowa, kontrakt* ('agreement', 'contract')

An agreement in the Polish legal system is entered into by each party to that agreement making mutually consistent declarations. (Ciszewski, Stępień-Sporek 2009). The Civil Code (KC) provides that an agreement may be entered into in any manner, unless the legislation or the agreement itself stipulates otherwise. In 1990 Polish law reintroduced the principle, dating back to the Roman era, of the freedom of agreements, expressed in Article 353(1) KC (Civil Code):

Parties entering into a contract may determine the legal relation at their own discretion, provided that its content or purpose do not prejudice the nature of the relation, a statute or the principles of community coexistence.⁴¹

Consequently, in principle the parties may, within certain limits, agree on everything the law requires to be regulated. Under the Polish law, an agreement may be entered into verbally, in writing (Article 606 KC), in electronic format (Article 60 KC, Article 78 KC) or as a notarial deed. Generally, no specific form is prescribed, however, there are numerous exceptions to this rule (such as transferring ownership title to a property, which must be agreed before a notary public).

Alongside an agreement, the Polish law provides for a *kontrakt*, a type of agreement in writing. The *kontrakt socjalny* ('social contract') is an agreement under the Social Welfare Act of 12 March 2004 (*Ustawa z dnia 12 marca 2004 r. o pomocy społecznej*) between a social worker and an individual or his/her family, the objective of which is to solve a difficult family situation.

The definition of *avtal* ('agreement') under Swedish law can be found in the legal database *lagen.nu*:

An agreement is a legally binding arrangement between two parties regarding their mutual right and duties. An agreement is normally

⁴¹ Strony zawierające umowę mogą ułożyć stosunek prawny według swego uznania, byleby jego treść lub cel nie sprzeciwiały się właściwości (naturze) stosunku, ustawie ani zasadom współżycia społecznego.

entered into by one party making an offer, and the other accepting it.
⁴² [trans. M.H.]

Forms of entering into an agreement may differ depending on the matter to be considered. There are three principal methods of entering into an agreement:

- (i) consensual agreement: an agreement which is valid regardless of the method of concluding it.
- (ii) formal agreement: most agreements. This means that they are valid even if they have been entered into verbally.
- (iii) actual agreement: a type of agreement which, to be valid, must be concluded in a specific form. Land lease or tenancy belong to this category. These agreements are invalid if entered into verbally.

The term *avtal* features, among others, in the Agreement Act (*Avtalslagen*), Parental Code (FB), Marriage Code (*Äktb*) or as *kollektivaavtal* ('collective agreement') in the Codetermination Act (*Medbestämmandelagen*) within labour law. The Swedish term *kontrakt*, meaning a written agreement, is a synonym for *avtal*. Its most frequent type is *köpekontrakt* ('purchase agreement'), in the database *lagen.nu* defined as follows:

A document produced regarding the purchase of real property. Minimum requirements for purchase documents are set out in Section 4(1) of the Land Code.⁴³

The Swedish word *kontrakt* can also be found, for example, in the compound *kontraktsvård* describing addiction treatment on the basis of an agreement made with a convict (Penal Code, BrB). In the Finland Swedish law *kontrakt* occurs in Act on State Budget (*Lag om statsbudgeten*). Both the Polish and the Swedish terms *kontrakt* (which are homographs in those two languages) have the same meaning: it is a written form of agreement. That's why they would be the first proposed equivalents in the translation pair Polish-Swedish and Swedish-Polish.

⁴² En rättsligt bindande överenskommelse mellan två parter om deras rättigheter och skyldigheter gentemot varandra.

⁴³ Köpehandling som upprättas i samband med ett fastighetsförvärv. Minimikraven på vad en köpehandling måste innehålla finns i 4 kap 1 § jordabalken.

Another word for agreement is *ackord*, which is defined in the database *lagen.nu*:

Ackord means an understanding offered by the debtor to his/her creditor, to pay part of the debt, and write off the rest. This type of agreement is used more often between businesses than between individuals and businesses.⁴⁴ [trans. M.H.]

The term *ackord* is used in a bankruptcy context in the Swedish Bankruptcy Act (*Konkurslagen*) and in relation to bailing out insolvent companies in the Company Restructuring Act (*Lag om företagsrekonstruktion*). In the Finland Swedish law the term occurs e.g. in the Act on Trade Register (*Handelsregisterlag*). A corresponding term within Polish law is *układ z wierzycielami*, originating from Polish Restructuring law (*Prawo restrukturyzacyjne*):

Article 3. 1. The purpose of the restructuring proceedings is to avoid a declaration of bankruptcy of the debtor by enabling him to restructure through an arrangement with creditors (*układ z wierzycielami*) (...).⁴⁵

As we can see in Table 18, all the terms represent civil law and in some cases an additional branch of law. In the next stage ‘sub-branch of law’ they split in sub-branches of civil law, respectively in other sub-branches of law. That expresses the wide semantic scope of these terms, which should be applied in directives formulated below Table 18.

⁴⁴ Ackord innebär att en skuldsatt gäldenär föreslår sin eller sina borgenär(er) en uppgörelse där en viss summa betalas in samtidigt som resten av skulden avskrivs. Detta är oftast mer förekommande i relationer inom affärlivet än hos dito mellan privatpersoner och företag.

⁴⁵ Art. 3. 1. Celem postępowania restrukturyzacyjnego jest uniknięcie ogłoszenia upadłości dłużnika przez umożliwienie mu restrukturyzacji w drodze zawarcia układu z wierzycielami (...)

Table 18. Properties of the Polish terms *umowa*, *układ z wierzycielami* and *kontrakt* and the Swedish terms *avtal*, *kontrakt* and *ackord*

Parameter	Terms					
	Polish terms (source language)			Swedish terms (target language)		
Terms	Umowa	Kontrakt	Układ z wierzycielami	Avtal	Kontrakt	Ackord
Branch of law	Civil law	Civil law	Civil law	Civil law	Civil law, criminal law	Civil law
Sub-branch of law	Substantive law	Substantive law	Bankruptcy law	Substantive law, family law, labour law	Family law, trade law, criminal proceedings	Bankruptcy law, trade law
Lect	Legal			Legal		
Language variety	Indeterminacy			Standard Swedish, Finland Swedish		

According to the above we can formulate the following directives:

Directive 1. If in a Polish text formulated in language of law the term *umowa* in written form is used, then it must be translated into Standard Swedish and Finland Swedish as *avtal* (preferred term) or *kontrakt*.

These three terms are convergent with respect to the dimension of ‘language variety’, ‘lect’ and ‘branch of law’ and therefore may be considered sufficiently equivalent.

Directive 2. If in a Polish text formulated in language of law the term *umowa* in oral form is used, then it must be translated into Standard Swedish and Finland Swedish as *avtal*.

These three terms are convergent with respect to the dimension of ‘language variety’, ‘lect’ and ‘branch of law’ and therefore may be considered sufficiently equivalent.

Directive 3. If in a Polish text formulated in language of law the term *kontrakt* is used, then it must be translated into Swedish or Finland Swedish as *kontrakt* or *avtal*, whereas with *avtal* only a written agreement is meant.

These three terms are convergent with respect to the dimension of ‘language variety’ and ‘branch of law’ and therefore may be considered sufficiently equivalent.

Directive 4. If in a Polish text formulated in language of law the term *układ z wierzycielami* is used, then it must be translated into Swedish or Finland Swedish as *ackord*.

These two terms are convergent with respect to the dimension of ‘language variety’, ‘branch of law’ and ‘lect’ and therefore may be considered sufficiently equivalent.

2.2. Synonymy between terms belonging to the same branch of law, the same language variety and different lects

There are many synonymous terms that represent different lects: legal language, vernacular language or another LSP. Some of terms representing vernacular lect, but used in legal contexts have been discussed in Section 1.2., i.e. the Polish term *adopcja* (‘adoption’) and the Swedish term *skilsmässa* (‘divorce’). In this section we present the Swedish term *kronofogden* (‘enforcement authority’), which belongs to vernacular lect but occurs frequently in everyday communication. The problems connected with searching for equivalents are discussed in this section.

2.2.1. *Komornik (sądowy)* (‘debt enforcement officer’)

The Polish term *komornik (sądowy)* (‘debt enforcement officer’) is used in KPC. In Polish the term can mean both a person carrying

out duties of a debt enforcement officer (*komornik*) and an authority (*komornik sądowy*). In Standard Swedish a person carrying out duties of a debt enforcement officer is called *kronofogde* and the institution is called *Kronofogdemyndigheten*. Both terms are used in legislation (*Utsökningsbalken*/Debt Enforcement Code and other acts). But in vernacular lect the noun (in definite form) *kronofogden* is very common and it denotes the debt enforcement authority (Melin 2012: 245). Neither the profession of a debt enforcement officer nor a debt enforcement authority exists in Finland. Such duties are carried out by courts, police and private firms. The properties of the above terms are illustrated by Table 19.

Table 19. Properties of the Polish term *komornik (sądowy)* and the Swedish terms *kronofogde*, *Kronofogdemyndigheten* and *kronofogden*

Parameter	Terms			
	Polish term (source language)	Swedish terms (target language)		
	<i>Komornik (sądowy)</i>	<i>Kronofogde</i>	<i>Kronofogdemyndigheten</i>	<i>Kronofogden</i>
Language variety	Indeterminacy	Standard Swedish	Standard Swedish	Standard Swedish
Lect	Legal	Legal	Legal	Vernacular
Genre	Legislation	Legislation	Legislation	-----
Branch of law	Civil law	Civil law	Civil law	Civil law
Sub-branch of law	Procedural law	Debt enforcement	Debt enforcement	Debt enforcement

Now we can formulate some directives.

Directive 1. If in a Polish text formulated in language of law the term *komornik* meaning a person carrying out duties of a debt enforcement officer is used, then it must be translated into Swedish as *kronofogde*.

These two terms are convergent with respect to the dimension of ‘lect’, ‘language variety’ and ‘branch of law’ and therefore may be considered sufficiently equivalent.

Directive 2. If in a Polish text formulated in language of law the term *komornik (sądowy)* meaning an authority is used, then it must be translated into Swedish as *Kronofogdemyndigheten*.

These two terms are convergent with respect to the dimension of ‘language variety’ and ‘branch of law’ and ‘lect’ and therefore may be considered sufficiently equivalent.

Directive 3. If in a Polish text formulated in language of law the term *komornik (sądowy)* meaning an authority is used, then it must not be translated into Swedish as *kronofogden*.

These two terms are convergent with respect to the dimension of ‘language variety’ and ‘branch of law’, but they are complementary with respect to the dimension ‘lect’ and they therefore may not be considered sufficiently equivalent.

2.3. Synonymy between terms belonging to the same branch of law, the same lect and different language varieties

2.3.1. *Pełnoletni* (‘of age’)

The example presented in this section: Polish term *pełnoletni* (‘of age’) and its Swedish equivalent *myndig* has been explained earlier (Section 1.1), but now we add the corresponding term *myndig* in Finland Swedish.

The Polish term *pełnoletni* (‘a person of age’) refers to a person who has reached eighteen (KC Art. 10.1) or is between 16 and 18, but married (KC Art. 10.2). The term *myndig* means in the Swedish legal system a person who is legally fully competent, namely he/she reached the age of 18 years. The term *myndig* exists also in Finland Swedish, but it has a broader meaning – in Finland Swedish *myndig* denotes either someone who has reached 18 or someone who has full legal capacity, therefore, the Finland Swedish equivalent is regarded

here as a separate term. The term *myndig* is referred to family law in both Standard Swedish and Finland Swedish varieties, so they are not convergent in respect to sub-branch of law with the Polish term *pelnoletni*, which is substantive law. The properties of the terms are presented in Table 20 below.

Table 20. Dimensions relevant for the Polish term *pelnoletni* and the term *myndig* in Standard Swedish and Finland Swedish

Parameter	Terms		
	Polish term (source language)	Swedish terms (target language)	
	<i>Pelnoletni</i>	<i>Myndig</i>	<i>Myndig</i>
Language variety	Indeterminacy	Standard Swedish	Finland Swedish
Lect	Legal	Legal	Legal
Genre	Legislation	Legislation	Legislation
Branch of law	Civil law	Civil law	Civil law
Sub-branch of law	Substantive law	Family law	Family law

According to the presented properties of the terms the following directive can be formulated:

Directive. If in a Polish text formulated in language of law the term *pelnoletni* is used, then it must be translated into Standard Swedish or Finland Swedish as *myndig*.

The Standard Swedish and Finland Swedish equivalent terms are complementary with respect to the dimension of ‘language variety’. The Polish term *pelnoletni* and Swedish equivalent *myndig* are not convergent with respect to the dimension ‘sub-branch of law’ but they are convergent with respect to the dimension of ‘lect’, ‘branch of law’ and therefore may be considered sufficiently equivalent.

2.4. Synonymy between terms belonging to different branches of law, different lects and different language varieties

Searching for equivalents which differ with respect to three dimensions may be seen as the most challenging task for a translator, because many details have to be taken into consideration. Examples presented in this section have been discussed in the language pair Polish-Standard Swedish in Section 1.1. Now we add the Finland Swedish corresponding terms, but divide the terms into branches, resp. sub-branches of law, in order to simplify the presentation.

2.4.1. *Nieletni, maloletni, mlodociany, niepelnoletni* ('minor')

As for previous term *pelnoletni* we have explained the Polish terms *maloletni, nieletni, mlodociany* and their Swedish equivalents in the chapter concerning hierarchy of dimensions. However, it seemed very difficult to formulate directives helping a translator to choose a sufficient equivalent. Now we add terms representing the Finland Swedish variety but we present them in a more convenient way splitting the terms in branches, resp. sub-branches of law. The Tables below (21-23) illustrate this procedure.

(i) civil law

Maloletni means a person who is under eighteen and is not married (KC Art. 10.2). In terms of the legal Standard Swedish, 'a person who has not reached the age of eighteen' should be called *underårig* (*föräldrabalken*/the Parental Code 9:1), whereas in Finland the term *minderårig* is used in this meaning (*Lag om förmyndarverksamhet*, Law on guardianship, 2 §). The Polish term *niepelnoletni* is used only in vernacular language.

The legal term *omyndig* ('minor', 'legally incompetent') is used both in Sweden and in Finland. The term is defined in the Swedish Parental Code, Section 9, § 1 as follows:

A person who is under eighteen (‘minor’) is legally incompetent (..) ⁴⁶ [transl. M.H.]

and in the Finland Swedish Law on guardianship (*Lag om förmyndarskap*, Law on guardianship), in § 2:

A person is legally incompetent if the person has not reached the age of eighteen (under age) and someone who has reached 18 (legal age) but has been incapacitated. ⁴⁷[transl. M.H.]

In the Swedish legal system *omyndig* refers only to the age under eighteen, whereas in the Finnish legal system – to the age or the legal incompetence. The reason for that is that according to the Finnish law a person can be deprived of legal competence, if a court decided that he/she is not able to take care of his/her financial matters (SLAF 2010: 274). In Sweden since 1989 no person can be deprived of legal competence.

Table 21. Properties of the Polish terms *maloletni*, *niepełnoletni* and the Swedish terms *underårig*, *omyndig* and *minderårig*

Parameter	Terms					
	Polish terms (source language)		Swedish terms (target language)			
Terms	Maloletni	Niepełno- letni	Underårig	Omyndig	Minderårig	Minderårig
Language variety	Indeterminacy	Indeterminacy	Standard/ Swedish	Standard Finland Swedish	Standard Swedish	Finland Swedish

⁴⁶ Den som är under arton år (underårig) är omyndig (..)

⁴⁷ *Omyndig* är den som inte har fyllt 18 år («*minderårig*») och den som har fyllt 18 år (*myndighetsåldern*) men förklarats omyndig.

Parameter	Terms					
	Polish terms (source language)		Swedish terms (target language)			
Terms	Maloletni	Niepełno- letni	Underårig	Omyndig	Minderårig	Minderårig
Lect	Legal	Vernacular	Legal	Legal	Vernacular	Legal
Genre	Legislation	-----	Legislation	Legislation	-----	Legislation
Branch of law	Civil law	-----	Civil law	Civil law	-----	Civil law
Sub- branch of law	Substan- tive law	-----	Family law	Family law	Family law	Family law

According to the presented properties of the terms, the following directives can be formulated:

Directive 1. If in a Polish text formulated in language of law the term *maloletni* is used, then it must be translated into Standard Swedish as *underårig* or *omyndig*.

These two terms are divergent with respect to the dimension of ‘sub-branch of law’ but they are convergent with respect to the dimension of ‘lect’, ‘branch of law’ and ‘language variety’ and therefore may be considered sufficiently equivalent.

Directive 2. If in a Polish text formulated in language of law the term *maloletni* is used, then it must be translated into Finland Swedish as *minderårig*.

These two terms are divergent with respect to the dimension of ‘sub-branch of law’ but they are convergent with respect to the dimension of ‘lect’, ‘branch of law’ and ‘language variety’ and therefore may be considered sufficiently equivalent.

(ii) Labour law

The term *młodociany* refers to someone who has reached 16 but not 18 (Art. 190-206, the Polish Labour Code). Within labour law *minderårig* in Standard Swedish means a ‘person who has not reached eighteen’. In Finland Swedish employees under 18 years are called *ung arbetstagare* (‘young employee’)(§ 1, *Lag om unga arbetstagare*/Act on young employees). In other context the terms *barn* (‘child’) – for persons under 18 – and *unga personer* (‘young persons’) – for persons between 18 and 20 – are used (*Barnskyddslag*/Act on Protection of Children, § 6). The properties of the terms are presented in Table 22 and completed by directives below.

Table 22. Properties of the Polish term *młodociany* and the Swedish terms *minderårig* and *ung arbetstagare* within labour law

Parameter	Terms		
	Polish term (source language)	Swedish terms (target language)	
	<i>Młodociany</i>	<i>Minderårig</i>	<i>Ung arbetstagare</i>
Language variety	Indeterminacy	Standard Swedish	Finland Swedish
Lect	Legal	Legal	Legal
Genre	Legislation	Legislation	Legislation
Branch of law	civil law	civil law	civil law
Sub-branch of law	Labour law	Labour law	Labour law

Now the following directives can be drawn up:

Directive 1. If in a Polish text formulated in language of law, within labour law, the term *młodociany* is used, then it must be translated into Standard Swedish as *minderårig*.

These two terms are convergent with respect to the dimension of ‘lect’, ‘branch of law’ and ‘language variety’ and therefore may be considered sufficiently equivalent.

Directive 2. If in a Polish text formulated in language of law, within labour law, the term *młodociany* is used, then it must be translated into Finland Swedish as *ung arbetstagare* (‘young employee’).

These two terms are convergent with respect to the dimension of ‘lect’, ‘branch of law’ and ‘language variety’ and therefore may be considered sufficiently equivalent.

(iii) Criminal law

The Polish term *nieletni* is used in criminal law, in connection to a person who has reached 17 at the time when he/she committed a prohibited act (art. 10 § 2 Polish Criminal Code). Additionally a term *młodociany* means a person who has not reached 21, when he/she committed a prohibited act and has not reached 24 years at the time of the trial in the first instance court (Art. 115, § 10, Polish Criminal Code).

Within criminal law *minderårig* in Standard Swedish means ‘someone who can’t be punished because he/she has not reached fifteen’. ‘The age of criminal responsibility’ is in Finland determined with the threshold of 15 years, like in Sweden. In Finland Swedish the word *ungdom* (‘young people’) within criminal law is used, for instance, in connection with punishment, the term *ungdomsstraff* (‘punishment for young people’) occurs (*strafflag*, Criminal law, § 10a, 10.4.2015/401):

A person who committed a crime before he or she reached eighteen shall be sentenced to punishment for young people.⁴⁸ [transl. M.H.]

‘The age of criminal responsibility’ is in Finland determined by the threshold of 15 years, like in Sweden, but it is called *ansvarsålder* (‘responsibility age’) (§ 4 *strafflag*, Criminal Act).

⁴⁸ Den som har begått ett brott innan han eller hon har fyllt 18 år ska dömas till ungdomsstraff.

The properties of the terms are presented in Table 23 and supplemented by directives below.

Table 23. Properties of the Polish term *mlodociany* and the Swedish terms *minderårig* and *ungdom* within criminal law

Parameter	Terms			
	Polish term (source language)		Swedish terms (target language)	
	<i>Nieletni</i> <17	<i>Mlodociany</i> <21- 24>	<i>Minderårig</i> <15	<i>Ungdom</i> <15
Language variety	Indeterminacy	Indeterminacy	Standard Swedish	Finland Swedish
Lect	Legal	Legal	Legal	Legal
Genre	Legislation	Legislation	Legislation	Legislation
Language variety	Indeterminacy	Indeterminacy	Standard Swedish	Finland Swedish
Branch of law	Criminal law	Criminal law	Criminal law	Criminal law
Sub-branch of law	Criminal procedure	Criminal procedure	Criminal procedure	Criminal procedure

Now some directives may be drawn up:

Directive 1. If in a Polish text formulated in language of law, within criminal law, the term *nieletni* is used, then it must be translated into Standard Swedish as *minderårig*. The translation equivalent should be completed with a remark: *a person som begått brott, när han/hon var yngre än 17 år* ('a person who committed a crime under the age of 17').

Although the terms *nieletni* and *minderårig* slightly differ in their meaning, they are convergent with respect to the dimensions 'lect', 'branch of law' and 'language variety' and therefore may be considered sufficiently equivalent.

Directive 2. If in a Polish text formulated in language of law, within criminal law, the term *nieletni* is used, then it must be translated into Finland Swedish as *ungdom* ('young person'). The translational

equivalent should be completed with a remark: *a person som begått brott, innan han/hon fyllt 17 år* ('a person who committed a crime under the age of 17').

Although these two terms slightly differ in their meaning and they are convergent with respect to the dimensions 'lect' and 'branch of law' and 'language variety' and therefore may be considered sufficiently equivalent.

Directive 3. If in a Polish text formulated in language of law, within criminal law, the term *mlodociany* is used, then it must be translated into Standard Swedish or in Finland Swedish as a descriptive equivalent: *person som begått en förbjuden gärning innan han/hon fyllt 21 år och som inte fyllt 24 år innan han/hon dömts i första instans* ('a person who has not reached 21 years when he/she committed a prohibited act and has not reached 24 years at the time of the trial in the first instance court').

These two terms are convergent with respect to the dimension of 'language variety' 'lect' and 'branch of law' and therefore may be considered sufficiently equivalent.

2.5. Concluding remarks

Intra- and interlingual synonymy is one of the fundamental semantic relations which often causes problems for legal translators. This study of synonymous legal terms was divided into four parts.

The first part (2.1) was devoted to synonymy between terms belonging to the same branch of law, the same lect and the same language variety. As mentioned at the beginning of this chapter, it is the most difficult category of synonymous terms for legal translators because the potential equivalents don't differ in their properties in respective dimensions. However, a deeper analysis allows a translator to eliminate some equivalents, as they reveal some pragmatic features, which make them not sufficiently equivalent. Some of the terms are connected with a specific context, like *privaträtt* 'private law' with the context of international private law versus *civilrätt* 'civil law', which occurs in national context, other turn out to be archaic (*process* 'lawsuite'), or not frequently used in the particular meaning (*mål*, 'lawsuite', *civilmål* 'civil case',

fording ‘claim’). In case of one set of potential equivalents (*umowa, kontrakt, avtal, kontrakt, accord* ‘agreement’) the property ‘sub-branch of law’ helps to indicate the sufficiently equivalent terms. It can be concluded that in this group of equivalents the parametrization of terms must be accompanied by a further semantic and pragmatic research in order to choose the sufficiently equivalent term. However, in other groups of terms, i.e.

- (i) (part 2.2.) belonging to the same branch of law, the same language variety and different lects,
- (ii) (part 2.3.) belonging to the same branch of law, the same lect and different text language varieties,
- (iii) (part 2.4.) belonging to different branches of law, different lects and different language varieties

a sufficient equivalent could be chosen by means of parametrization and legilinguistic methods only. A further research is needed in connection to equivalents with different meaning in source and target language (e.g. *nieletni* ‘of age’ and *młodociany* ‘juvenile’ within criminal law). The semantic differences between equivalents may be solved by creating of a descriptive equivalent in Swedish. However, in case of most terms, the potential equivalents could be used without applying any techniques for providing equivalents.

3. POLYSEMY OF POLISH AND SWEDISH LEGAL TERMS

In this chapter we will deal with the relation of polysemy of words and legal terms. Polysemy denotes the well-known linguistic phenomenon that one word or one morpheme has several meanings which are connected with each other to some extent, like the polyseme *wood* as (i) ‘a piece of a tree’ or (ii) ‘a geographic area with many trees’. It is said that polysemy results from economy of language (Płóciennik et. al. 2004), however it can lead to communication problems. According to Jadacka (2002), polysemy should be particularly avoided in legal language. However, this is rarely possible by simple replacement of polysemous terms by non-polysemous terms, because it is most often the case that the applied polysemous term is the only one sufficiently equivalent in a translated text.

In this study, we will apply a concept developed by Sourieux & Lerat (1975: 94-96) who distinguish linguistic polysemy and legal polysemy. Linguistic polysemy means that terms that are a part of general (vernacular) language or some LSP but have also a specifically legal acceptance. With legal polysemy, in its turn, it is meant that a word has different meanings within the domain of law. Examples of these relations will be given in this chapter.

Polysemy is connected with homonymy. Homonymy is a relation between homographs (words that share the same spelling, regardless of their pronunciation) or homophones (words that share the same pronunciation, regardless of their spelling). Homophones, resp. homographs, have different meanings that are not connected in any way with each other. An example of intralinguistic homophones in general language is the word pair *tack* (in Swedish ‘thanks’) and the Polish *tak* (in Polish ‘yes’). According to *Nationalencyklopedin* (NE.se_homonymy) homonymy involves coincidence in pronunciation and spelling between words like in the noun *fara* (‘danger’) and the verb *fara* (‘go’). It is assumed in this study that homonyms which belong to different word classes can be connected in their meaning. The following section includes some examples of homonymous words.

We will start our discussion with examples of linguistic polysemy in Polish and Swedish and continue with examples of legal polysemy.

3.1. Linguistic polysemy in Polish

3.1.1. *Powód* ('plaintiff' 'claimant', 'petitioner')

The Polish noun *powód* is often given as an example of a polysemous word. According to the Polish USJP-dictionary the noun has three meanings:

1. cause of sth, reason for sth,
2. horse harness,
3. *legal*: 'in a civil case: a person bringing action' plaintiff, petitioner (esp. in the divorce procedure).

The noun *powód* in the legal meaning, i.e. 'a person bringing an action, a lawsuit against somebody' frequently appears in KPC, e.g. in Art. 21:

Art. 21. Where the plaintiff pursues more than one claim under the same complaint, their value shall be totaled.⁴⁹

The corresponding noun to *powód* in Swedish in the legal meaning is *kärande*, which is defined in the legal database *lagen.nu*:

Kärande ('plaintiff') is the formal word for a person who instigates proceedings in court.⁵⁰ [trans.M.H.]

The term *kärande* occurs frequently in the Code of Judicial Procedure (*Rättegångsbalk*) and is to be considered convergent in terms of its meaning with the Polish legal term *powód*. All Swedish equivalents to the term *powód* are presented in Table 24.

⁴⁹ Art. 21. Jeżeli powód dochodzi pozwem kilku roszczeń, zlicza się ich wartość.

⁵⁰ Kärande är den juridiska beteckningen på den person som väcker talan mot någon i domstol dvs stämmer in någon i ett mål inför domstol.

Table 24. The polysemous noun *powód* and its equivalents in Swedish

Polish term	Meaning	Swedish equivalents
<i>powód</i>	‘in a civil case: a person bringing action’ plaintiff, petitioner (esp. in the divorce procedure)	<i>kärande</i>
	cause of sth, reason for sth	<i>orsak</i>
	horse harness	<i>sele</i>

From these meanings only the term *kärande* is relevant for our research as legal term and only this will be the object of following parameterization.

Table 25. Properties of the Polish term *powód* and the Swedish term *kärande*

Parameter	Terms	
	Polish term (source language)	Swedish terms (target language)
	<i>Powód</i>	<i>Kärande</i>
Branch of law	Civil law	Civil law
Sub-branch of law	Procedural law	Procedural law
Lect	Legal	Legal
Genre	Legislation	Legislation
Language variety	Indeterminacy	Standard Swedish

Now we can draw up a directive:

Directive. If in a Polish text formulated in language of law the term *powód* meaning ‘the participant to civil proceedings bringing an action’ is used, then it must be translated into standard Swedish as *kärande*.

These two terms are convergent with respect to the dimension of ‘lect’, ‘branch of law’ and ‘language variety’ and may therefore be considered sufficiently equivalent.

3.1.2. *Małżeństwo* ('marriage', 'matrimony')

The noun *małżeństwo* ('marriage', 'matrimony') has two meanings according to the USJP-dictionary:

1. a legally sanctioned relationship between a man and a woman – 'matrimony', marriage',
2. married couple, husband and wife.

The noun *małżeństwo* is defined in the Family and Guardianship Code (KRiO), Article 1, § 1 as:

A marriage (*małżeństwo*) is concluded when a man and a woman, simultaneously present, declare, before the head of the registry office, that they are entering into marriage (*związek małżeński*) with each other.⁵¹

In the above definition appears also the phrase *związek małżeński* ('matrimony') as a synonym for *małżeństwo* ('marriage', 'matrimony'), probably to avoid repeating the same word, which is regarded as a stylistic negligence in Polish. In the Polish statutory instruments the noun *małżeństwo* occurs only in the legal meaning, as 'a legally sanctioned relationship between a man and a woman'. Below follow two examples with the phrases *w razie unieważnienia małżeństwa* ('in the case of the marriage being invalidated') (KC), *w czasie trwania małżeństwa* ('in the course of their marriage') (KC) and *zawrzeć małżeństwo* (KRiO):

KC Article 10. § 2. A minor shall attain majority by contracting a marriage. He shall not lose the majority status in the case of the marriage being invalidated (*w razie unieważnienia małżeństwa*).⁵²

KC Article 680¹. § 1. Spouses are the premises' lessees regardless of the property relations existing between them, if entering into the lease relation of the premises that is to serve the satisfaction

⁵¹ Art. 1. § 1. *Małżeństwo* zostaje zawarte, gdy mężczyzna i kobieta jednocześnie obecni złożą przed kierownikiem urzędu stanu cywilnego oświadczenia, że wступują ze sobą w związek małżeński.

⁵² Art. 10. § 2. Przez zawarcie małżeństwa małoletni uzyskuje pełnoletność. Nie traci jej w razie unieważnienia małżeństwa.

of the accommodation needs of the family they started occurred in the course of their marriage (*w czasie trwania małżeństwa*) (...) ⁵³

KRiO Article 3. § 1. Persons intending to conclude a marriage (*zawrzeć małżeństwo*) shall submit or present to the head of the registry office the documents required to conclude a marriage as specified in separate regulations⁵⁴.

The corresponding noun *äktenskap* in Swedish has only one, legal meaning, which is defined in the legal database *lagen.nu*:

[Marriage is] a formal agreement between two individuals to live as a married couple. Marriage (*äktenskap*) is solemnised in the presence of family members or other witnesses, in accordance with Chapter 4 of the Marriage Code. The ceremony is completed with the couple being pronounced to be married.⁵⁵
[transl. M.H.]

This definition refers to 'individuals' (*personer*) rather than husband and wife, as since 2009 Sweden allows same sex marriages. The situation is opposite in Poland, where homosexual marriage is not allowed. The term *äktenskap* occurs frequently in the Marriage Code (*äktenskapsbalk*), e.g. in Chap. 1, 1 §:

This Code includes regulations about living together in the marriage (*äktenskap*). The two persons who enter into a marriage (*äktenskap*) with each other become spouses (*makar*).⁵⁶ [transl. M.H.]

⁵³ Art. 680¹. § 1. Małżonkowie są najemcami lokalu bez względu na istniejące między nimi stosunki majątkowe, jeżeli nawiązanie stosunku najmu lokalu mającego służyć zaspokojeniu potrzeb mieszkaniowych założonej przez nich rodziny nastąpiło w czasie trwania małżeństwa (...)

⁵⁴ Art. 3. § 1. Osoby zamierzające zawrzeć małżeństwo powinny złożyć lub przedstawić kierownikowi urzędu stanu cywilnego dokumenty niezbędne do zawarcia małżeństwa, określone w odrębnych przepisach.

⁵⁵ “[Äktenskap är] En formbunden överenskommelse mellan två personer om att leva tillsammans som makar. Äktenskap ingås genom vigsel i närvaro av släktingar eller andra vittnen enligt 4 kap. äktenskapsbalken. Efter vigseln blir de förklarade makar.

⁵⁶ 1 § I denna balk finns bestämmelser om samlevnad i äktenskap. De två som ingår äktenskap med varandra blir makar.

Table 26. The polysemous term *małżeństwo* and its equivalents in Swedish

Polish term	Meaning in English	Swedish equivalents
<i>małżeństwo</i>	a legally sanctioned relationship between a man and a woman – ‘matrimony’, ‘marriage’	<i>äktenskap</i>
	‘married couple’, husband and wife	legal language: <i>makar</i> , official language: <i>äktade makar</i>

As the variant *äktade makar* occurs only in official language, it will be not the object of parameterization.

Table 27. Properties of the Polish term *małżeństwo* and the Swedish term *äktenskap* and *makar*

Parameter	Terms		
	Polish term (source language)	Swedish terms (target language)	
	<i>Małżeństwo</i>	<i>Äktenskap</i>	<i>Makar</i>
Branch of law	Civil law	Civil law	Civil law
Sub-branch of law	Family law, substantive law	Family law	Family law
Lect	Legal	Legal	Legal
Genre	Legislation	Legislation	Legislation
Language variety	Indeterminacy	Standard Swedish	Standard Swedish

As we can see, the term *małżeństwo* denotes both Swedish terms *äktenskap* and *makar* and which equivalent should be chosen depends on the required meaning. Two directives can be drawn up according to the above.

Directive 1. If in a Polish text formulated in language of law the term *małżeństwo* meaning ‘a legally sanctioned relationship between a man and a woman’ is used, then it must be translated into standard Swedish as *äktenskap*.

These two terms are convergent with respect to the dimension of ‘lect’, ‘branch of law’ and ‘language variety’ and can therefore be considered sufficiently equivalent.

Directive 2. If in a Polish text formulated in language of law the term *małżeństwo* ‘married couple’ is used, then it must be translated into Swedish as *makar*.

These two terms are convergent with respect to the dimension of ‘lect’, ‘branch of law’ and ‘language variety’ and can therefore will be considered sufficiently equivalent.

In connection to the homosexual marriage which is possible in the Swedish legal system but not in the Polish one, a question arises how to translate the Swedish terms into Polish if the spouses are of the same sex. The problem is easily solved because there is no any special term for homosexual marriage in Swedish law (e.g. *äktenskapsbalk*). There are some terms occurring only in general language: *samkönat äktenskap*, *homoäktenskap*, *enkönat äktenskap* (NE.se_äktenskap). In terms of the names for spouses in a such marriage, see the next example (*małżonkowie* ‘spouses’).

3.1.3. *Małżonek* (‘spouse’)

A noun related to *małżeństwo* (‘married couple’) is *małżonek*, which can occur in two meanings according to the USJP-dictionary:

1. literary register: ‘husband, spouse’,
2. legal: ‘one of the spouses’.

The term *małżonek* is a masculine noun in Polish, but it refers in legal language a man or to a woman. The singular form *małżonek* and the plural form *małżonkowie* occur frequently in the Polish civil law regulations, e.g. in the Family and Guardianship Code (KRiO) and Polish Civil Code (KC):

Małżonek (singular):

KRiO, Article 10, § 3. Annulment of marriage may not be requested due to lack of legal age if a spouse (*małżonek*) has reached the required age before the action is brought.⁵⁷

Małżonkowie (plural):

KC, Article 680¹. § 1. Spouses (*małżonkowie*) are the premises' lessees regardless of the property relations existing between them (...)⁵⁸

According to the NE-dictionary there are two pairs of nouns denoting husband and wife in Swedish:

1. *Man* and *fru* or *hustru* – those two are used in the colloquial language.
2. *Make* ('spouse' or 'male spouse') and *maka* ('female spouse'), (*makar* in plural) – those nouns are used in legal texts and the formal variant *äkta makar* in official texts.

The primal meaning of the nouns *make* and *maka* is 'something similar', from Old Swedish *maki* 'comrade'. The noun *make* refers to 'a spouse' of male sex or, irrespective of sex, that means 'a part of a pair'. In statutory instruments mainly the latter is used. Below two examples of *make* (singular), *makar* (plural) taken from the Swedish Marriage Code (*Äktenskapsbalk*) are presented:

1 § This Code includes regulations about living together in the marriage. The two persons who enter into a marriage with each other become spouses (*makar*).⁵⁹ [transl. M.H.]

3 § Each of the spouses (*varje make*) controls his/her property and is responsible of his/her debts.⁶⁰ [transl. M.H.]

⁵⁷ Art. 10, § 3. Nie można unieważnić małżeństwa z powodu braku przepisane go wieku, jeżeli małżonek przed wytoczeniem powództwa ten wiek osiągnął.

⁵⁸ Art. 680¹. § 1. Małżonkowie są najemcami lokalu bez względu na istniejące między nimi stosunki majątkowe (...)

⁵⁹ 1 § I denna balk finns bestämmelser om samlevnad i äktenskap. De två som ingår äktenskap med varandra blir makar. Lag (2009:253).

⁶⁰ 3 § Varje make råder över sin egendom och svarar för sina skulder.

As we mentioned analyzing the previous term *małżeństwo*, there is a formal phrase *ähta makar* for 'spouses', however, it never occurs in the Marriage Code, but in official texts.

It may be concluded that the Polish term *małżonek* follows the same semantic field as the Swedish term *make* (see Table 28). Both terms can mean 'the male spouse' or 'one of the spouses', without specification of sex. In legal texts in both languages the latter is the most frequent case.

Table 28. The polysemous term *małżonek* and its equivalents in Swedish

Polish term	Meaning in English	Swedish equivalents
<i>małżonek</i>	'husband, spouse'; 'one of the spouses'	<i>make</i> (male)
	'party to the marriage', 'one of the spouses'	<i>make</i> (male or female)

If the female spouse is exclusively meant, the Polish term *małżonka* and the Swedish *maka* is to be used. The female variant appears only in official texts or vernacular lect, not in legal texts.

Table 29. The monosemous term *małżonka* and its equivalent in Swedish

Polish term	Meaning in English	Swedish equivalent
<i>małżonka</i>	'wife'.	<i>maka</i> (female)

In terms of the names for spouses in a Swedish homosexual marriage, the situation is ambiguous, especially in official language. If both female spouses are meant, the traditional plural form *makar* is used, and in singular the authorities try to follow the traditional names *maka* and *make*. However some of female homosexual spouses protested against such usage and e.g. the Inland Revenue (*Skatteverket*) decided in 2009 to call both of female homosexual spouses as *maka* (Aftonbladet 2009). It can be assumed that in case of both male homosexual spouses the term *make* is used, but the situation concerning those terms in official language is not stable yet, because various authorities can have their own language policy. In the legislation, the traditional term *make* (one of spouses) and *makar* ('spouses') are still used, irrespective of the fact whether the marriage is hetero- or homosexual.

The terms *małżonkowie* and *makar* are parametrized in Table 30.

Table 30. Properties of the Polish term *małzonek* and the Swedish term *make*

Parameter	Terms	
	Polish term (source language)	Swedish term (target language)
	<i>Małzonek</i>	<i>Make</i>
Branch of law	Civil law	Civil law
Sub-branch of law	Family law, civil substantive law	Family law
Lect	Legal	Legal
Genre	Legislation	Legislation
Language variety	Indeterminacy	Standard Swedish

According to the above research a directive can be drawn up.

Directive. If in a Polish text formulated in language of law the term *małzonek* meaning ‘one of spouses’ or ‘male spouse’ is used, then it must be translated into Swedish as *make*.

These two terms are convergent with respect to the dimension of ‘lect’, ‘branch of law’ and ‘language variety’ and can therefore be considered sufficiently equivalent.

3.2. Linguistic polysemy in Swedish

3.2.1. *Hyra* (‘lease’, ‘lease contract’)

According to NE-dictionary the noun *hyra* occurs in several meanings:

1. ‘lease contract regarding accommodation, motor vehicle etc.,
2. ‘payment for the lease contract’, ‘rental’,
3. ‘seafarers’ employment agreement, pay, employment’ – ‘berth’.

In addition there is a verb *hyra* that is classified as homonym, because *hyra* (noun) and *hyra* (verb) belong to different word classes⁶¹. The verb *hyra* means 'rent, hire e.g. a room, a boat from sb'.

Hyra ('lease contract') as a contract is sub-divided into rental of movable property ('*hyra av lös sak*') and rental of buildings and parts of buildings ('*hyra av hus eller delar av hus*'). The earlier name for *hyra* was *saklega* (literal: rental for things). The modern term *hyra* is used both to describe rental agreement or the fee for it. Rental of movables (*sakhyra*) is largely unregulated, the only regulations can be found in the Commerce Code (*Handelsbalk*). The tenant is presumed to be responsible ('presumptionansvar') for damage to the rented object, therefore s/he must pay compensation if s/he cannot prove due diligence on his/her part. As far as *sakhyra* is concerned, the fee can be called *hyra* or *leasing*.

House/house part rental is regulated in the Land Code, *Jordabalken*, Chap. 12 under *Hyra* and includes definition of *hyra*:

1 §. This section relates to agreements which are the basis for making houses or their parts available for use (...) ⁶² [transl. M.H.]

19 §. Rent for accommodation (*hyran*) should be expressed in a specific amount in the rental agreement or, if the agreement contains a negotiation clause, in accordance with the Rent Negotiation Act (1978:304). ⁶³ [transl. M.H.]

According to Bengtsson et al. (2013: 36) typical of rental agreement is that:

- (i) houses or their parts are made available,
- (ii) the time for this agreement is limited,

⁶¹ See remarks to the noun and adjective *avgörande* in this chapter.

⁶² 1 § Detta kapitel avser avtal, genom vilka hus eller delar av hus upplåts till nyttjande mot ersättning (...)

⁶³ 19 § Hyran för bostadslägenheter ska vara till beloppet bestämd i hyresavtalet eller, om avtalet innehåller förhandlingsklausul enligt hyresförhandlingslagen (1978:304), i förhandlingsöverenskommelse.

(iii) the rent is specified.

The difference between *hyra* ('rental') and *arrende* ('tenancy') (which is discussed as next in this section) lies in the scope of tenant's rights, who may only use rented objects while the lessee may also derive benefits from the leased objects (yield, profits). What is also different is the scope of lease agreement. As far as tenancy is concerned, rights can also be leased out, e.g. the right of perpetual usufruct.

The corresponding term to *hyra* in the Polish legal system is *najem* that is regulated in KC, Title XVII *Lease and tenancy*. The definition of the term *umowa najmu* ('contract of lease') and *czynsz* ('rent') are included in Art. 659:

Article 659. § 1. By the contract of lease (*umowa najmu*) the lessor undertakes to give to the lessee the thing for use for a definite or an indefinite period of time and the lessee undertakes to pay the lessor the agreed rent.

§ 2. The rent (*czynsz*) may be determined in cash or in performances of other kind.⁶⁴

It can be mentioned that in Polish besides the term *czynsz* in legal lect, the noun *dzierżawa* in vernacular lect is also used.

As we have observed, the Swedish term *hyra* has several meanings and different equivalent terms in Polish, presented in Table 31.

⁶⁴ Art. 659. § 1. Przez umowę najmu wynajmujący zobowiązuje się oddać najemcy rzecz do używania przez czas oznaczony lub nieoznaczony, a najemca zobowiązuje się płacić wynajmującemu umówiony czynsz.

§ 2. Czynsz może być oznaczony w pieniądzach lub w świadczeniach innego rodzaju.

Table 31. The polysemous word *hyra*, the homonym *hyra* and its equivalents in Polish

Swedish	Meaning	Polish
Hyra	legal: 'rental agreement of movable property or buildings and parts of buildings'	najem
Hyra	legal: 'fee', 'rent'	czynsz, dzierżawa
hyra	'seafarers' employment agreement, pay, employment'	umowa o zatrudnienie na statku, płaca za pracę na statku
hyra (homonymous verb)	'rent, hire e.g. a room, a boat from sb'	wynająć (od kogoś), nająć

When parametrizing, we concentrate on the term *hyra* as 'rental agreement of movable property or buildings and parts of buildings', *hyra* as 'fee connected to this rental agreement' and their equivalents in Polish. The parameters are presented in Table 32.

Table 32. Parameters and properties of the Swedish term *hyra* and the Polish terms *najem*, *czynsz*, *dzierżawa*

Parameter	Terms			
	Swedish term (source language)	Polish terms (target language)		
	<i>Hyra</i>	<i>Najem</i>	<i>Czynsz</i>	<i>Dzierżawa</i>
Branch of law	Civil law	Civil law	Civil law	Civil law
Sub-branch of law	Substantive law	Substantive law	Substantive law	Substantive law

Parameter	Terms			
	Swedish term (source language)	Polish terms (target language)		
	<i>Hyra</i>	<i>Najem</i>	<i>Czynsz</i>	<i>Dzierżawa</i>
Lect	Legal	Legal	Legal	Vernacular
Genre	Legislation	Legislation	Legislation	-----
Language variety	Standard Swedish	Indeterminacy		

According to the research we may formulate some directives:

Directive 1. If in a Swedish text formulated in language of law the term *hyra* meaning ‘rental agreement of movable property or buildings and parts of buildings’ is used, then it must be translated into Polish as *najem*.

These two terms are convergent with respect to the dimension of ‘lect’, ‘branch of law’ and ‘language variety’ and can therefore be considered sufficiently equivalent.

Directive 2. If in a Swedish text formulated in language of law the term *hyra* meaning ‘a rent’ is used, it must be translated into Polish as *czynsz*.

These two terms are convergent with respect to the dimension of ‘lect’, ‘branch of law’ and ‘language variety’ and can therefore be considered sufficiently equivalent.

Directive 3. If in a Swedish text formulated in language of law, the term *hyra* as ‘a fee for rental agreement’ is used, then it must not be translated into Polish as *dzierżawa*.

These two terms are convergent with respect to the relevant parameter ‘branch of law’ and ‘language variety’, but they are complementary in the dimensions ‘lect’ and can’t therefore be considered sufficiently equivalent.

3.2.2. *Arrende* ('tenancy')

The term *arrende* has been already defined in the chapter devoted 'Hierarchy of dimensions' as:

Granting of land, against compensation, according to chap. 8-11 Landcode (1970:994) or of fishing right according to law (1957:390) on fishing tenancy. ⁶⁵[transl. M.H.]

There are several types of *arrende* regulated in the Swedish legislation: *jordbruksarrende* ('agriculture tenancy'), *bostadsarrende* ('residential ground tenancy'), *anläggningsarrende* ('commercial land tenancy'), *fiskearrende* ('fishing tenancy'), etc.

A Polish term corresponding to *arrende* is *dzierżawa* ('tenancy') which is regulated in art. 693-709 Civil Code (KC) and defined as follows:

Article 693. § 1. By the contract of tenancy (*umowa dzierżawy*) the landlord undertakes to give to the tenant a thing for use and collection of profits for a definite or an indefinite period of time and the tenant undertakes to pay to the landlord the rent agreed on.

§ 2. The rent (*czynsz*) may be reserved in money or in performances of other kind. It may also be determined as a fraction of profits. ⁶⁶

The difference between the meanings of those two terms consists in the scope of the subjects included by the *arrende*, resp. *dzierżawa*. In the Swedish law there are subjects connected with the agriculture and fishing, in the Polish – things and rights (e.g. right of perpetual usufruct).

⁶⁵ Upplåtelse, mot vederlag, av jord enligt 8 - 11 kap. jordabalken (1970:994) eller av fiskerätt enligt lagen (1957:390) om fiskearrenden.

⁶⁶ Art. 693. § 1. Przez umowę dzierżawy wydzierżawiający zobowiązuje się oddać dzierżawcy rzecz do używania i pobierania pożytków przez czas oznaczony lub nieoznaczony, a dzierżawca zobowiązuje się płacić wydzierżawiającemu umówiony czynsz.

§ 2. Czynsz może być zastrzeżony w pieniądzu lub świadczeniach innego rodzaju. Może być również oznaczony w ułamkowej części pożytków.

Besides this meaning, the word *arrende* is used in colloquial language as the fee for tenancy, e.g. in a sentence: *Arrendet skall höjas med 10%* ('Lease is to increase by 10%'). It is to mention, that the Polish equivalent *dzierżawa* as the fee is also used in the colloquial language, whereas in the legal language it is *czynsz*. The equivalents of the term *arrende* are presented in Table 33 and they are parametrized in Table 34.

Table 33. The polysemous term *arrende* and its equivalents in Polish

Swedish	Meaning	Polish
<i>arrende</i>	1. 'tenancy', 'granting of land against compensation'	<i>dzierżawa</i>
	2. 'fee for the tenancy'	<i>czynsz, dzierżawa</i>

Table 34. Properties of the Swedish term *arrende* and the Polish terms *dzierżawa* and *czynsz*

Parameter	Terms			
	Swedish term (source language)	Polish terms (target language)		
	<i>Arrende</i>	<i>Dzierżawa</i> ('tenancy')	<i>Dzierżawa</i> ('fee for the tenancy')	<i>Czynsz</i>
Branch of law	Civil law	Civil law	Civil law	Civil law
Sub-branch of law	Substantive law	Substantive law	Substantive law	Substantive law

Parameter	Terms			
	Swedish term (source language)	Polish terms (target language)		
	<i>Arrende</i>	<i>Dzierżawa</i> ('tenancy')	<i>Dzierżawa</i> ('fee for the tenancy')	<i>Czynsz</i>
Lect	Legal	Legal	Vernacular	Legal
Genre	Legislation	Legislation	-----	Legislation
Language variety	Standard Swedish	Indeterminacy		

Now some directives can be drawn down.

Directive 1. If in a Swedish text formulated in language of law the term *arrende* meaning the 'granting of land against compensation' is used, then it must be translated into Polish as *dzierżawa*.

These two terms are convergent with respect to the dimension of 'lect', 'branch of law' and 'language variety' and can therefore be considered sufficiently equivalent.

Directive 2. If in a Swedish text, formulated in language of law the term *arrende* meaning 'the fee for the tenancy' is used, then it must be translated into Polish as *czynsz*.

These two terms are convergent with respect to the dimension of 'lect', 'branch of law' and 'language variety' and can therefore be considered sufficiently equivalent.

3.2.3. *Bevis* ('proof', 'evidence')

The Swedish noun *bevis* has a number of meanings according to NE-dictionary:

1. proof, evidence of sth,
2. mark of sth (e.g. 'mark of friendship'),
3. legal: proof, evidence,
4. receipt, slip, document (often in compounds: *examensbevis* ('diploma', 'certificate'),
5. mathematics: proof.

The term *bevis* occurs frequently in The Code of Judicial Procedure (*Rättegångsbalk*), often in compounds *bevisfaktum* ('evidenciary fact'), *bevismedel* ('proof, evidence'), *bevisupptagning* ('presentation of evidence'). *Bevis* is required from this person who has burden of proof (Martinger 2013: 23). *Bevisfaktum* means a fact that has a proof value in a process, while a *bevismedel* is a measure for the court to prove something, e.g. testimony (NE.se_Boman).

The corresponding term in Polish is *dowód* that has a similar set of meanings according to the USJP-dictionary:

1. proof, evidence of sth,
2. legal: proof, evidence,
3. receipt, slip, document (e.g. *dowód nadania* 'proof of posting', *dowód osobisty* 'ID'),
4. logics: proof.

1. A legal definition of *dowód* ('evidence') is included in the Polish KPC, Art. 227:

Article 227. The subject-matter of evidence are facts which are of vital importance for the adjudication of a case.⁶⁷

As we can see both nouns *bevis* and *dowód* have similar semantic fields, presented in the Table 35.

⁶⁷ Art. 227. Przedmiotem dowodu są fakty mające dla rozstrzygnięcia sprawy istotne znaczenie.

Table 35. The polysemous noun *bevis* and its equivalents in Polish

Swedish	Meaning	Polish
<i>bevis</i>	‘proof’, ‘evidence’	<i>dowód</i>
	legal: proof, evidence	
	mathematics, logics: ‘proof’	
	‘receipt’, ‘document’	

As we reduce the scope of the study to legal meanings, the properties of the terms *bevis* and *dowód*, are presented in Table 36.

Table 36. Properties of the Swedish term *bevis* and the Polish term *dowód*

Parameter	Terms	
	Swedish term (source language)	Polish term (target language)
	<i>Bevis</i>	<i>Dowód</i>
Branch of law	Civil law	Civil law
Sub-branch of law	Procedural law	Procedural law
Lect	Legal	Legal
Genre	Legislation	Legislation
Language variety	Standard swedish	Indeterminacy

Now we can formulate a directive:

Directive. If in a Swedish legal text formulated in language of law the term *bevis* in its legal meaning ‘proof’ is used, then it must be translated into Polish as *dowód*.

These two terms are convergent with respect to the dimension of ‘lect’, ‘branch of law’ and ‘language variety’ and can therefore be considered sufficiently equivalent.

3.3. Legal polysemy in Polish

3.3.1. *Orzeczenie* ('court decision', 'ruling')

According to the USJP-dictionary the noun *orzeczenie* occurs as:

1. imperfective verbal noun formed of the verb 'orzec' ('decide', 'state'),
2. legal: 'ruling or judgment of a court or an authority,
3. official: 'opinion, decision in a matter', e.g. 'medical certificate',
4. gram. 'predicate'.

The legal term *orzeczenie (sądowe)* ('court decision', 'ruling') denotes judgements, decisions and payment order in civil and criminal procedure, therefore *orzeczenie sądowe* is to be considered a hyperonym to the terms: *wyrok* ('judgment'), *postanowienie* ('decision') and *nakaz płatności* ('payment order'). Below an example is quoted taken from the Polish Code of Civil Procedure (KCP):

Article 48. § 1. A judge shall be excluded by operation of this Act: (...) in cases where the judge co-issued the ruling (*orzeczenie*) (...) ⁶⁸

The term *orzeczenie* meaning 'court decision', 'ruling' appears also in criminal law, e.g. the Polish Code of Criminal Procedure (KPK):

Art. 11 § 2. If a penalty for another criminal offence has not been finally adjudicated, the proceedings may be suspended. The suspended proceedings shall be discontinued or resumed no later than 3 months as of the date on which the ruling (*orzeczenie*) on the other criminal offence, referred to in § 1, becomes final. ⁶⁹

The Swedish equivalent term to *orzeczenie sądowe* is *avgörande* as it is hyperonym including decisions and judgments (see Section 3.4). *Avgörande* is a verbal noun and therefore it can express the process

⁶⁸ Art. 48. § 1. Sędzia jest wyłączony z mocy samej ustawy: (...) w sprawach, w których w instancji niższej brał udział w wydaniu zaskarżonego orzeczenia (...)

⁶⁹ Art. 11. § 2. Jeżeli kara za inne przestępstwo nie została prawomocnie orzeczona, postępowanie można zawiesić. Zawieszone postępowanie należy umorzyć albo podjąć przed upływem 3 miesięcy od uprawomocnienia się orzeczenia w sprawie o inne przestępstwo, o którym mowa w § 1.

of taking decision like in a following example from the Code of Judicial Procedure *Rättegångsbalk*, Chapter 17, Section 1:

A court's determination on the merits of the matter at issue an action is made (*rättens avgörande*) in a judgment.⁷⁰ [official transl.]

The Polish term *orzeczenie* is also a verbal noun, used in several noun phrases e.g. *orzeczenie kary* ('imposition of penalty') in the Code of Criminal Procedure (KPK):

Article 11. § 1. The proceedings in a case of misdemeanour subject to imprisonment for up to 5 years may be discontinued if the imposition of the penalty (*orzeczenie kary*) on the perpetrator would be manifestly inexpedient in the light of the type and extent of a penalty finally adjudicated for another criminal offence (..) ⁷¹

An equivalent of the verbal noun expression *orzeczenie kary* can be found as including a verbal noun *utdömande av påföljd* ('imposing a sanction') in the Code of Judicial Procedure (*Rättegångsbalk*), Chapter 36, Section 6:

(...) no sanction shall be imposed (*utdömande av påföljd*) for his noncompliance nor shall it expose him to any detriment in the Proceedings.⁷²

The above example is one of many noun phrases including the verbal noun *orzeczenie* and another nouns (*orzeczenie rozvodu* 'judgement of divorce', *orzeczenie grzywny* 'judgement of a fine'), which occur in legal texts. Such phrases could be analyzed deeply in a separate study.

Besides the term *orzeczenie* in its main meaning *orzeczenie sądowe* ('ruling'), there is another term *orzeczenie lekarskie* ('medical certificate') representing medical lect that appears e.g. in the Labour Code (KP) , Art. 55, § 1:

⁷⁰ Chapter 17. 1 § Rättens avgörande av saken sker genom dom.

⁷¹ Art. 11. § 1. Postępowanie w sprawie o występki, zagrożony karą pozbawienia wolności do lat 5, można umorzyć, jeżeli orzeczenie wobec oskarżonego kary byłoby oczywiście niecelowe ze względu na rodzaj i wysokość kary prawomocnie orzeczonej za inne przestępstwo (...)

⁷² 6 § (...) Rätten skall därvid uppskjuta frågan om utdömande av påföljd eller om annan åtgärd på grund av underlåtenheten.

Article 55. § 1. An employee may terminate a contract of employment without notice if he has obtained a medical certificate (*orzeczenie lekarskie*) confirming the harmful effect of the current work on his health (...) ⁷³

This term may be translated as *läkarintyg* ('medical certificate'). If a more general term *orzeczenie*, given by an expert is meant, it can be translated into Swedish by *utlåtande* ('opinion') or *sakkunigutlåtande* ('opinion by an expert'). The term is included e.g. in the legal case NJA 2011 s. 241: *utlåtande som har upprättats av en auktoriserad revisor* 'opinion which is written by a chartered auditor'. In the Code of Judicial Procedure two synonyms are used in this meaning: of 'official opinion' *ytrande* and *utlåtande*:

Chapter 40, Section 1:

If, for the determination of an issue the appraisal of which requires special professional knowledge, it is found necessary to call upon an expert, the court may obtain an opinion on the issue (*ytrande*) from a public authority or officer or from a person specially authorized to furnish opinions (*ytrande*) on the issue (...) ⁷⁴

Chapter 40, Section 7:

Specific provisions and other established practice shall apply to the reports (*utlåtande*) of authorities or officers or of persons specially authorized to furnish opinions. Unless the court prescribes otherwise, other experts shall submit a written opinion (*skriftligt utlåtande*) ⁷⁵

Table 37 presents a summing-up of the meanings of the term *orzeczenie* and its equivalents in Swedish.

⁷³ Art. 55. § 1. Pracownik może rozwiązać umowę o pracę bez wypowiedzenia, jeżeli zostanie wydane orzeczenie lekarskie stwierdzające szkodliwy wpływ wykonywanej pracy na zdrowie pracownika (...)

⁷⁴ Kap. 40, 1 § Finnes för prövning av fråga, vars bedömande kräver särskild fackkunskap, nödigt att anlita sakkunnig, äge rätten över frågan inhämta yttrande av myndighet eller tjänsteman (...)

⁷⁵ Kap. 40, 7 § Om utlåtande av myndighet, tjänsteman eller annan, som är satt att tillhandagå med yttrande, gälle vad därom är stadgat eller eljest är vedertaget. Annan sakkunnig skall, om ej rätten förordnar annat, avgiva skriftligt utlåtande.

Table 37. The polysemous Polish noun *orzeczenie* and its equivalents in Swedish

Polish	Meaning	Swedish
<i>orzeczenie (sądowe)</i>	legal: ‘ruling or judgement of a court or an authority’	<i>avgörande, rätts avgörande</i>
<i>orzeczenie</i>	legal: ‘taking a decision by a court or authority’	<i>avgörande</i>
<i>orzeczenie</i>	‘official opinion, decision in a matter’	<i>utlåtande, yttrande</i>
<i>orzeczenie lekarskie</i>	medical: ‘medical certificate’	<i>läkarintyg</i>
<i>Orzeczenie</i>	gram. ‘a grammatical component of a sentence’	<i>predikat</i>

It is to mention that all the above terms can be used in both civil and criminal law. This and other parameters are presented in Table 38, which includes the most important terms connected with *orzeczenie*.

Table 38. Parameters and properties of the Polish term *orzeczenie* and the Swedish terms *avgörande*, *utlåtande* and *yttrande*

Parameter	Terms			
	Polish term (source language)		Swedish terms (target language)	
	<i>Orzeczenie</i> (‘ruling’)	<i>Orzeczenie</i> (‘official opinion’)	<i>Avgörande</i> (‘ruling’ as a result and ‘ruling’ as a process)	<i>Utlåtande, yttrande</i> (‘official opinion’)
Branch of law	Civil law, criminal law	Civil law, criminal law	Civil law, criminal law	Civil law, criminal law
Sub-branch of law	Procedural law	Procedural law	Procedural law	Procedural law
Lect	Legal		Legal	
Genre	Legislation		Legislation	
Language variety	Indeterminacy		Standard Swedish	

Now we can formulate some directives.

Directive 1. If in a Polish text formulated in language of law the term *orzeczenie* meaning ‘ruling, decision of a court’ is used, then it must be translated into Swedish as *avgörande*.

These two terms are convergent with respect to the dimension of ‘lect’, ‘branch of law’ and ‘language variety’ and can therefore be considered sufficiently equivalent.

Directive 2. If in a Polish text formulated in language of law the term *orzeczenie* meaning ‘taking a decision by a court’ is used, then it must be translated into Swedish as *avgörande*.

These two terms are convergent with respect to the dimension of ‘lect’, ‘branch of law’ and ‘language variety’ and can therefore be considered sufficiently equivalent.

Directive 3. If in a Polish text formulated in language of law the term *orzeczenie* meaning ‘official opinion’ is used, then it must be translated into Swedish as *utlåtande or yttrande*.

These two terms are convergent with respect to the dimension of ‘lect’, ‘branch of law’ and ‘language variety’ and can therefore be considered sufficiently equivalent.

3.3.2. *Rozporządzenie* (‘regulation’, ‘disposition’)

According to the USJP-dictionary the Polish noun *rozporządzenie* occurs in following meanings:

1. verbal noun formed of the verb *rozporządzić* (‘dispose’, ‘manage’),
2. legal: ‘statutory instrument of lower rang than act: ‘regulation’, ‘decree’,
3. official ‘order by an entitled person’, ‘disposition’.

Rozporządzenie is a verbal noun with three referential meanings. Our focus is on meaning 2 and 3 as meaning 1 belongs to literary register. A more detailed investigation, presented below, reveals that two meanings of the above terms are of legal character. Meaning 2

refers to a regulation as a valid normative act, usually issued by an executive authority (e.g. government) on the basis of enactments with the purpose of enforcing them (Kalina-Prasznic 2007: 725). Within this meaning, the term is featured quite frequently in the Code of Civil Procedure (KPC), for example in the phrase *w drodze rozporządzenia* ('by way of a regulation'):

KPC, Art. 98 (1), § 4. The Minister of Justice shall determine, by way of a regulation (*w drodze rozporządzenia*), the amount of the mediator's fee (...)⁷⁶

At times KPC refers to regulations under Community law, like:

KPC, Article 505¹⁵. § 1. The court shall hear the case under the European Order for Payment Procedure if the conditions provided for in regulation (*w przepisach rozporządzenia*) (EC) (...)⁷⁷

Meaning 3 of the term refers to regulations as regulatory acts. They bring about the annulment, or transfer of an enactment (Kalina-Prasznic 2007: 104). An example (KC) refers to elements of inheritance:

Article 92. § 1. If a juridical act comprising the disposal of a right (*rozporządzenie prawem*) was made on condition (...)⁷⁸

The term is frequently used in the context of inheritance law:

Article 1036. An heir may, with the consent of the remaining heirs, dispose of a share in the asset belonging to the estate. In the absence of the consent of any of the remaining heirs, the disposition (*rozporządzenie*) shall be ineffective (...)⁷⁹

⁷⁶ KPC, Art. 98(1) § 4. Minister Sprawiedliwości określi, w drodze rozporządzenia wysokość wynagrodzenia (...).

⁷⁷ KPC, Art. 505¹⁵. § 1. Sąd rozpoznaje sprawę w europejskim postępowaniu nakazowym, jeżeli są spełnione warunki określone w przepisach rozporządzenia (WE) (...)

⁷⁸ KC, Art. 92. § 1. Jeżeli czynność prawna obejmująca rozporządzenie prawem została dokonana pod warunkiem (...)

⁷⁹ KC, Art. 1036. Spadkobierca może za zgodą pozostałych spadkobierców rozporządzić udziałem w przedmiocie należącym do spadku. W braku zgody któregokolwiek z pozostałych spadkobierców rozporządzenie jest bezskuteczne (...)

Within the context of the will, a related term *rozrządzenie testamentowe* ('testamentary disposition') is used. It includes: appointment (indicating) of a beneficiary, substitution, legacy, disinheritance, appointing an executor. An example from KC:

Article 968. § 1. The decedent may, by way of a testamentary disposition (*rozporządzenie testamentowe*), oblige a statutory or estamentary heir to render specific property-related performance (...) ⁸⁰.

A corresponding Swedish term for *rozporządzenie* in the meaning 'statutory instrument of lower rank than an act' is *förordning*. According to Melin (2012: 166) *förordning* denotes governmental statutory instruments.

The Swedish equivalent for *rozporządzenie* within the third meaning, i.e. 'an official order issued by an entitled person' is *förordnande*. Related terms are *testamentariskt förordnande* or *testamentsförordnande* ('testamentary disposition'). *Testamentariskt förordnande* frequently occurs in the context of legal cases, e.g. NJA 2008 s. 353 (NJA 2008:24) | *Lagen.nu*:

The first requirement for such a testamentary disposition (*testamentariskt förordnande*) to be valid is that the testator shall have an estate on his/her death. ⁸¹ [transl.M.H.]

However, the term *förordnande* has an additional meaning. It means also to award somebody temporarily a function or a job, by virtue of an administrative decision or a regulation, e.g. *förordnande av en advokat* ('appointment of a lawyer') (*Ne_se_förordnande*).

The equivalent terms in connection with *rozporządzenie* are presented in Table 39.

⁸⁰ Art. 968. § 1. Spadkodawca może przez rozrządzenie testamentowe zobowiązać spadkobiercę ustawowego lub testamentowego do spełnienia określonego świadczenia majątkowego (...)

⁸¹ En första förutsättning för att ett sådant *testamentariskt förordnande* skall ha någon relevans är att arvlåtaren äger egendomen vid sin död.

Table 39. The polysemous noun *rozporządzenie* and its equivalents in Swedish

Polish	Meaning	Swedish
<i>rozporządzenie</i>	verbal noun formed of the verb ‘rozporządzić’ (‘dispose’, ‘manage’)	<i>förordnande</i>
	legal ‘statutory instrument of lower rang than act’: ‘regulation’, ‘decree’	<i>förordning</i>
	legal , official: official order by an entitled person: ‘order’, ‘disposition’	<i>förordnande</i>

As far as the pairs of terms *rozporządzenie/förordning* and *rozporządzenie/förordnande* are concerned, they are convergent with respect to the parameters of ‘branch of law’ (constitutional law and civil law) and ‘lect’ (legal lect). This is presented in Table 40.

Table 40. Parameters and properties of the Polish term *rozporządzenie* and the Swedish terms *förordning* and *förordnande*

Parameter	Terms			
	Polish term (source language)		Swedish terms (target language)	
	<i>Rozporządzenie</i> (‘decree’)	<i>Rozporządzenie</i> (‘official order’)	<i>Förordning</i> (‘decree’)	<i>Förordnande</i> (‘official order’)
Branch of law	Constitutional law	Civil law	Constitutional law	Civil law

Parameter	Terms			
	Polish term (source language)		Swedish terms (target language)	
		<i>Rozporządzenie</i> (‘decree’)	<i>Rozporządzenie</i> (‘official order’)	<i>Förordning</i> (‘decree’)
Sub-branch of law		Inheritance law, substantive law		Inheritance law, substantive law
Lect	Legal		Legal	
Genre	Legislation		Legislation	
Language variety	Indeterminacy		Standard Swedish	

On the basis of the above, the following directives can be established:

Directive 1. If in a Polish text formulated in language of law the term *rozporządzenie* meaning ‘statutory instrument’ is used, then it must be translated into Swedish as *förordning*.

These two terms are convergent with respect to the dimension of ‘lect’, ‘branch of law’ and ‘language variety’ and can therefore be considered sufficiently equivalent.

Directive 2. If in a Polish text formulated in language of law the term *rozporządzenie* meaning ‘disposition by an entitled person’ is used, then it must be translated into Swedish as *förordnande*.

These two terms are convergent with respect to the dimension of ‘lect’, ‘branch of law’ and ‘language variety’ and can therefore be considered sufficiently equivalent.

3.4. Legal polysemy in Swedish

3.4.1. *Avgörande* ('court decision', 'ruling')

According to the dictionaries *Svenskt språkbruk* (2003) and Melin (2012) the noun *avgörande* has two meanings:

1. (final) decision, settlement,
2. legal: ruling, decision (of a court or of an authority).

Additionally, there is an active participle *avgörande* in Swedish that means 'decisive', 'crucial' (meaning 3). This word pair *avgörande* as a noun and *avgörande* as an adjective is here to be considered as homonyms, although the meanings of them are very close. The legal term *avgörande* (meaning 2) denotes a final decision of a court in the matter of the process, namely the judgement or judicial decision (Melin 2012). This occurs e.g. in the title of *1973 års Haagkonventionen om erkännande och verkställighet av avgöranden angående underhållsskyldighet* (23: Convention of 2 October 1973 on the Recognition and Enforcement of Decisions Relating to Maintenance Obligations), in Polish: *Konwencja o uznawaniu i wykonywaniu orzeczeń odnoszących się do obowiązków alimentacyjnych. Haga 1973.10.02*. The convention was implemented in the Swedish Act on the Recognition and Enforcement of Decisions Relating to Maintenance Obligations (*Lag (1976:108) om erkännande och verkställighet av utländskt avgörande angående underhållsskyldighet*).

However, it should be noticed that the noun is used in the Code of Judicial Procedure (*Rättegångsbalk*) in a meaning underlining the process of taking a decision, not the result:

Chap. 3 Section 5

(...) When a case or an issue is decided by the Supreme Court sitting as a full court of judges, in the absence of legal excuse, all of the justices should take part in the adjudication (*avgörandet*). (SFS 1996:157)⁸²

⁸² Kap. 3 § 5 (...) När ett mål eller en fråga avgörs av Högsta domstolen i dess helhet, skall, om laga hinder inte möter, alla justitieråden delta i avgörandet. Lag (1996:157).

Chap.1, Section 3c

When determining cases (*Vid avgörande av mål*) cases without a main hearing and when considering questions relating to the proceedings (...) ⁸³

The Swedish noun *avgörande* ('adjudicating') is a verbal noun (*nomen actionis*) expressing the process, but the noun denoting the result is to be regarded as a product of lexicalization. In case of legal terms we can call the process as terminologization. As far the equivalents of the noun *avgörande* are concerned, the Polish grammar makes it possible to form two kinds of verbal nouns from the verb *rozstrzygać* ('adjudicate'): *rozstrzyganie* (imperfective aspect) and *rozstrzygnięcie* (perfective aspect). *Rozstrzyganie* expresses the process of deciding. It occurs e.g. in the Code of Civil Procedure (KPC):

Article 1189. (...)§ 3. Any pleadings filed by a party with the arbitration court should be delivered to the other party. Both parties should be served with expert opinions and other written evidence which the arbitration court may take into consideration when adjudicating (*przy rozstrzyganiu*) a case. ⁸⁴

The opposite verbal noun *rozstrzygnięcie* expressing the result ('ruling', 'decision') is used for instance in the Civil Code (KC), art. 202:

Article 202. If the majority of co-owners decide to carry out an act grossly contradictory to the principles of careful management of the thing owned in common, each of the other co-owners may demand a court adjudication (*rozstrzygnięcie przez sąd*). ⁸⁵ .

⁸³ Kap. 1, section 3 c Vid avgörande av mål utan huvudförhandling och vid prövning av frågor som hör till rättegången (...)

⁸⁴ KPC, Art. 1189, (...) § 3. Wszelkie pisma składane przez stronę sądowi polubownemu powinny być doręczone drugiej stronie. Obu stronom powinny być doręczone opinie biegłych oraz inne dowody na piśmie, które sąd polubowny może wziąć pod uwagę przy rozstrzyganiu sporu.

⁸⁵ Art. 202. Jeżeli większość współwłaścicieli postanawia dokonać czynności rażąco sprzecznej z zasadami prawidłowego zarządu rzeczą wspólną, każdy z pozostałych współwłaścicieli może żądać rozstrzygnięcia przez sąd.

The terms denoting taking a decision by a court (*rozstrzygnięcie*) or the result (*rozstrzygnięcie*) are obviously not used only in civil law. Here is an example from the Polish Criminal Code (KK):

Criminal Code, Article 233

§ 5. The court may apply extraordinary mitigation of the penalty, or even waive its imposition, if:

- 1) the false testimony, opinion or translation concerns the circumstances that cannot influence the settling of the case (*rozstrzygnięcie sprawy*).
- 2) the perpetrator has voluntarily rectified the false testimony, opinion or translation before even a non-final settling of the case (*rozstrzygnięcie sprawy*).⁸⁶

In addition, the verbal noun *rozstrzygnięcie* has a special meaning within administrative law. According to Art. 107 of the Code of Administrative Procedure (KPA), *rozstrzygnięcie* denotes the main part of an administrative decision. In this meaning *rozstrzygnięcie* is not an equivalent of the term *avgörande*, because the corresponding part of Swedish administrative decision is called *beslut* ('decision').

In Table 41 we present the term *avgörande* with its potential equivalents in Polish.

⁸⁶ KK, Art. 233§ 5. Sąd może zastosować nadzwyczajne złagodzenie kary, a nawet odstąpić od jej wymierzenia, jeżeli:

- 1) fałszywe zeznanie, opinia, ekspertyza lub tłumaczenie dotyczy okoliczności niemogących mieć wpływu na rozstrzygnięcie sprawy,
- 2) sprawca dobrowolnie sprostuje fałszywe zeznanie, opinię, ekspertyzę lub tłumaczenie, zanim nastąpi, chociażby nieprawomocne, rozstrzygnięcie sprawy.

Table 41. The polysemous noun *avgörande* and adjective *avgörande* as *homonym* and their equivalents in Polish

Swedish	Meaning	Polish
<i>avgörande</i> (noun)	1. (final) decision, settlement	<i>rozstrzygnięcie</i> (perfective verbal noun),
	2. taking a decision	<i>rozstrzyganie</i> (imperfective verbal noun)
	3. legal: ruling, decision (of a court)	<i>rozstrzygnięcie</i> , <i>orzeczenie</i> ('wyrok' or 'postanowienie') (perfective verbal nouns)
	4. taking a decision	<i>rozstrzyganie</i> (imperfective verbal noun)
<i>avgörande</i> (adjective, homonym)	5. crucial	<i>rozstrzygający</i> , <i>decydujący</i> (participle adjective)

Besides the noun *avgörande* in Swedish, there is a homonymous participle adjective *avgörande* meaning 'crucial'. However, the adjective, as far as it could be investigated, rarely occurs in legal texts. There is, for instance, not a single example of it in the Code of Judicial Procedure (*Rättegångsbalk*). That's why it will not be regarded as legal term. The Polish corresponding adjective *rozstrzygający* ('crucial') is not regarded as a legal term either, but it occasionally occurs in statutory instruments, e.g. in the Code of Civil Procedure (KPC):

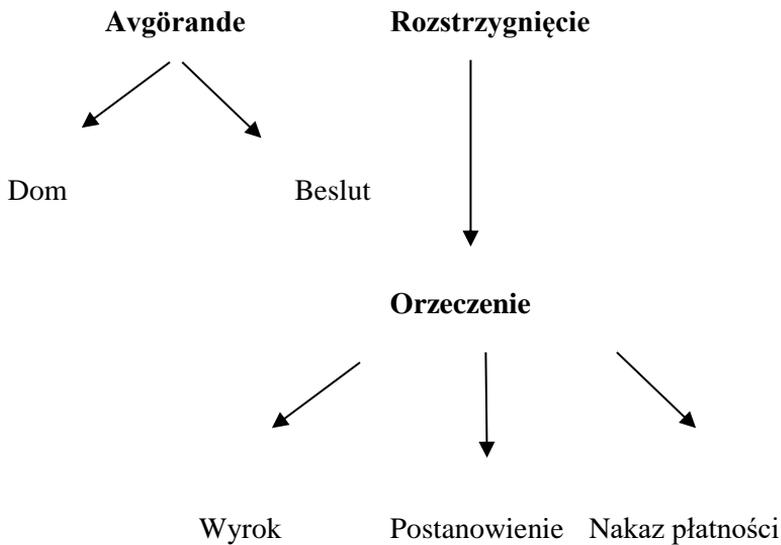
Article 390. (...)

§ 2. A resolution by the Supreme Case (*rozstrzygająca*) of a legal issue shall be binding in the case concerned.⁸⁷

⁸⁷KPC, Art. 390 (...) § 2. Uchwała Sądu Najwyższego rozstrzygająca zagadnienie prawne wiąże w danej sprawie.

It is to be noted that the Swedish term *avgörande* in its legal meaning is a hyperonymous term to judgments ('dom') and decisions ('beslut') of a court. The same function among Polish terms is performed by the noun *orzeczenie*, which is to be regarded as an equivalent to *avgörande*. However, *rozstrzygnięcie* is to be considered as a general term, hyperonymous to the legal term *orzeczenie* (by a court), whereas the Swedish term *avgörande* is hyperonymous to *dom* ('court ruling') and *beslut* ('court decision'), directly. This relationship is presented in Diagram 1.

Diagram 1. The hyperonym-hyponym relationship of the legal terms *avgörande* and *rozstrzygnięcie*



Besides the terms *avgörande*, *rozstrzygnięcie* and *orzeczenie*, all denoting the result of taking decision, the term *rozstrzyganie* denoting the process of taking decision should be taken into consideration as an possible equivalent of *avgörande*. It is to underline that the scope of the terms is not only civil law but criminal law as well. In the contrary, the participle adjectives *avgörande* and *decydujący* are not to be regarded as legal terms, as they primarily belong to general language. That's why the parameters of 4 terms are presented in the parametrization Table 42.

Table 42. Parameters and properties of the Swedish term *avgörande* and the Polish terms *orzeczenie*, *rozstrzygnięcie* and *rozstrzyganie*.

Parameter	Terms			
	Swedish term (source language)	Polish terms (target language)		
	<i>Avgörande</i>	<i>Orzeczenie</i>	<i>Rozstrzygnięcie</i>	<i>Rozstrzyganie</i>
Branch of law	Civil law, criminal law	Civil law, criminal law	Civil law, criminal law	Civil law, criminal law
Sub-branch of law	Procedural law	Procedural law	Procedural law	Procedural law
Lect	Legal	Legal	Legal	Legal
Genre	Legislation	Legislation	Legislation	Legislation
Language variety	Standard Swedish	Indeterminacy		

According to the above the following directives can be drawn up.

Directive 1. If in a Swedish text formulated in language of law the term *avgörande* as a noun meaning the result of taking a decision by a court is used, then it must be translated into Polish as *rozstrzygnięcie* or *orzeczenie*.

These two terms are convergent with respect to the dimension of ‘lect’, ‘branch of law’ and ‘language variety’ and can therefore be considered sufficiently equivalent.

Directive 2. If in a Swedish text formulated in language of law the term *avgörande* as a noun is used, and a process of taking decisions is meant, then it must be translated into Polish as *rozstrzyganie*.

These two terms are convergent with respect to the dimension of ‘lect’, ‘branch of law’ and ‘language variety’ and can therefore be considered sufficiently equivalent.

3.4.2. *Handling* (‘act’, ‘deed’, ‘document’)

The NE.se-dictionary gives three meanings of the Swedish noun *handling*:

1. ‘a singular act, action – e.g. ‘action’,
2. legal ‘a written document confirming or documenting something’, ‘act’,
3. ‘story’, ‘plot’.

The noun *handling* is a verbal noun (*nomen actionis*). It may be verified whether the noun *handling* in the legal meaning ‘a written document’, ‘act’ constitutes a homonym of *handling* meaning ‘act’, ‘action’, but it is one of the meanings of the polysemous noun *handling*, because all of them are related to the verb *handla* (‘to act’), which is confirmed by the Östergrens dictionary (Östergren 1981:102).

The term *handling* occurs frequently in the Code of Judicial Procedure, e.g. in Chapter 6, Section 14:

As to the matter at issue, a power of attorney authorizes the attorney on behalf of the party:(...)

2. to be served with pleadings and other documents (*handlingar*), except orders for attendance of the party in person;

3. to perform all acts (*handlingar*) relating to the conduct of the party's action (...)⁸⁸ [official transl.]

The term can also be used in connection with criminal acts, as in further parts of the Code of Judicial Procedure, Chapter 19, Section 1:

The offence is considered to have been committed at the place where the criminal act (*handling*) was done (...)⁸⁹[official transl.]

It is to mention that the term *handling* meaning ‘singular act’, ‘action’ (meaning 1) has no legal definition, as it is not regarded by lawyers as a legal term. However, from translational point of view, *handling* may be considered a legal term as it occurs in legal texts covering part of activity by courts, authorities or individuals at the courts.

⁸⁸ 14 § Fullmakt medför behörighet för ombudet att å partens vägnar angående saken (...) 2. mottaga delgivning av inlagor och andra handlingar, dock ej föreläggande för parten att infinna sig personligen; 3. företaga alla handlingar för utförande av partens talan (...)

⁸⁹ Kap. 19, 1 § (...) Brott anses förövat å den ort, där den brottsliga handlingen företogs (...)

In contrast, the term *rättshandling* ('legal transaction') is defined in legal sources as 'declaration or single act, to which legal consequences are connected'⁹⁰ (Melin 2012: 349), which can be illustrated by the following examples: a will and an agreement. This term is frequently used in the Code of Judicial Procedure (*Rättegångsbalk*), e.g. in Chapter 20, Section 14:

If the aggrieved person is a minor, and the offence concerns either property over which he does not exercise control or a legal transaction (*rättshandling*) that he is not competent to effect, his legal representative may report or prosecute the offence (...)⁹¹

However, the meaning 2 - 'document' - is considered more frequent in Swedish legal texts than the meaning 'a singular act'. The former is explained in terms of the Freedom of Press Regulation by Martinger (2002:106):

A document (*handling*) within the meaning of the Freedom of Press Regulation (*Tryckfrihetsförordningen* 1949:105) is any form of writing or image etc. that can be read, listen to or played by means of technical equipment.⁹²

In addition, the Swedish legal regulations distinguish between *allmän handling* ('general document') and *offentlig handling* ('public document'). According to the definitions in the database *lagen.nu*, *allmän handling* ('general document') is a document held by the institution which has received or produced it. In contrast, public document, is according to the same database: *offentlig handling* ('public document') – it is one of general nature, held by an institution and is not confidential.⁹³

The Polish regulations include some definitions of the term *document*. A relatively new definition has been added to the Polish KC:

⁹⁰ Förklaring eller handling som vissa rättsföljder är knutna till.

⁹¹ 14 § Är målsäganden omyndig och rör brottet egendom, varöver han ej råder, eller rättshandling, som han ej själv äger ingå (...)

⁹² Handling i tryckhetsförordningens mening är varje framställning i skrift, bild eller upptagning som kan läsas, avlyssnas eller på annat sätt uppfattas endast med tekniskt hjälpmedel.

⁹³ Med offentlig handling menas en handling som är allmän, förvaras hos en myndighet och som inte omfattas av sekretess.

Art. 77(3)(9) A document is a data storage medium which enables access to its content⁹⁴. [transl. M.H.]

Further definitions are included e.g. in KPC that distinguishes between *dokumenty urzędowe* ('official documents'), i.e. those produced by institutions (Art. 244) and *dokumenty prywatne* ('private documents'), those produced by private individuals (Art. 245). Additional definitions of *dokument* are included in the Penal Code and the Code of Administrative Procedures. As one can expect, the term *handling* occurs frequently in the Polish statutory instruments. The example below concerning confirmation of contracts by a document ('powinno być stwierdzone dokumentem') comes from the KPC, Article 34:

Actions for executing a contract, determining its contents, for amending a contract (...) shall be confirmed by a document (*dokument*).⁹⁵

As it is in case of Swedish *handling* as 'action', there is no legal definition of *czynność* in Polish law, but the term occurs often in statutory instruments, e.g. in KPC:

Article 44. Where there is an obstacle preventing the court of competent jurisdiction from adjudicating a case or taking other actions (*czynności*), the court superior to that court shall designate another court in camera.⁹⁶

Additionally, the term *czynność prawna* ('legal transaction') is defined in the Polish law, parallelly to the Swedish definition, as an event including at least one declaration by a legally competent person, and leading to legal consequences (cf. Kalisz-Prasznic 2007 102:108).

Kubitsky's Swedish-Polish dictionary includes also as equivalent to *handling* ('act') the noun *czyn* ('deed'), which is according to USJP-dictionary classified as belonging to literary

⁹⁴ Dokumentem jest nośnik informacji umożliwiający zapoznanie się z jej treścią.

⁹⁵ Art. 34. Powództwo o zawarcie umowy, ustalenie jej treści, o zmianę umowy (...) powinno być stwierdzone dokumentem.

⁹⁶ KPC Art. 44. Jeżeli sąd właściwy nie może z powodu przeszkody rozpoznać sprawy lub podjąć innej czynności, sąd nad nim przełożony wyznaczy na posiedzeniu niejawnym inny sąd.

register and defined as ‘something which has been done’. The noun *czyn* is not used in the Polish Civil Code or the Code of Civil Procedure, unless it denotes one of the specified acts, e.g. *czyn karalny* (‘unlawful act’), *czyn zabroniony* (‘prohibited act’) or *czyn nieządy* (‘indecent act’). In Swedish there are also a few phrases including the noun *handling* and referring to criminal act: *brottslig/kriminell/straffbar handling* (‘criminal/punishable/penal act’). Because we are dealing with the term *handling* used within civil law, in our study we shall omit these derived compound terms, which mainly refer to criminal law. The equivalents of the term *handling* are presented in Table 43.

Table 43. The polysemous noun *handling* and its equivalents in Polish.

Swedish	Meaning	Polish
<i>handling</i>	legal: ‘a singular act’, ‘action’	<i>czyn, czynność</i>
<i>rättslig handling</i>	legal: ‘legal act’	<i>czynność prawna</i>
<i>handling</i>	legal: ‘a written document confirming or documenting something’	<i>dokument</i>
<i>handling</i>	‘story’, ‘plot’	<i>fabuła</i>

As shown in Table 43, one of the meanings of *handling* (‘story’, ‘plot’) is not legal. We shall also skip the derived term *rättshandling*, which represents civil procedural law in Swedish and civil substantive law in the Polish legal system. The rest of the terms will be parametrized according to the research presented above.

Table 44. Parameters and properties of the Swedish term *handling* and *handling* and the Polish terms *czynność (prawna)* and *dokument*

Parameter	Terms					
	Swedish term (source language)			Polish terms (target language)		
	<i>Handling</i> (‘action’)	<i>Handling</i> (‘act’)	<i>Handling</i> (‘document’)	<i>Czynność</i> (‘action’)	<i>Czyn</i> (‘act’)	<i>Dokument</i> (‘document’)
Branch of law	Civil law	Criminal law	Civil law	Civil law	Criminal law	Civil law, criminal law
Sub-branch of law	Procedural law	Substantive law	Substantive law, procedural	Substantive law, procedural	Substantive law	Substantive law, procedural
Lect	Legal			Legal		
Genre	Legislation			Legislation		
Language variety	Standard Swedish			Indeterminacy		

According to the above, the following directions can be drawn up:

Directive 1. If in a Swedish text formulated in language of law the term *handling* meaning ‘single act’ within criminal law is used, then it must be translated into Polish as *czyn*.

These two terms are convergent with respect to the dimension of ‘lect’, ‘branch of law’ and ‘language variety’ and can therefore be considered sufficiently equivalent.

Directive 2. If in a Swedish text formulated in language of law the term *handling* meaning ‘action’ within civil law is used, then it must be translated into Polish as *czynność*.

These two terms are convergent with respect to the dimension of ‘lect’, ‘branch of law’ and ‘language variety’ and can therefore be considered sufficiently equivalent.

Directive 3. If in a Swedish text formulated in language of law the term *handling* meaning ‘document’ within civil law is used, then it must be translated into Polish as *dokument*.

These two terms are convergent with respect to the dimension of ‘lect’, ‘branch of law’ and ‘language variety’ and can therefore be considered sufficiently equivalent.

3.5. Concluding remarks

In this chapter we have discussed some examples representing linguistic and legal polysemy, according to a distinction made by Souriou & Lerat (1975: 94-96). There are obviously more examples of linguistic polysemy, because general language includes definitely more words than the language of law. Additionally, general language requires less precision than the language of law. Therefore, legal polysemous terms, e.g. *handling* (‘act’, ‘acting’), *rozporządzenie* (‘decree’, ‘order’) have usually more meanings than words used mainly in general language, e.g. *małżeństwo* (‘matrimony’ ‘married couple’), *hyra* (‘rent’ ‘rental’). The meaning of words occurring in general language is well-known to everyone and there is usually only one legal meaning to search for. In addition, some of such terms cover the same semantic field in Polish and Swedish (e.g. *bevis* ‘proof’, *małżonek* ‘spouse’).

Some legilinguistic methods turned out to be particular effective in this study. For instance, by means of comparison of parallel legal texts we could establish additional meanings and equivalents which are not given by general and even legal dictionaries. This concerns such Swedish terms as *avgörande* (‘ruling’), *handling* (‘act’, ‘acting’) and Polish term *rozstrzygnięcie* (‘ruling’), i.e. verbal nouns which are more polysemous than common nouns because they can denote both the result and process of an action. This is apparent with the example of *avgörande* (‘ruling’), which occurs in the Swedish legal texts most frequent in the meaning of a process of taking decision, whereas this meaning is not covered by dictionaries at all. That confirms the common recommendation that translators shouldn’t trust dictionaries so much,

but they should establish meanings of terms on the basis of legal texts, although such research requires more time and attention.

In contrast to verbal nouns, there is a group of homonyms, which is easy to recognize and distinguish from other meanings, that means words which belong to different grammatical categories, e.g. *avgörande* ('ruling'), as an adjective versus a noun or *hyra* ('rent', 'rental') as a verb versus a noun. Those terms don't require much attention from a translator in the process of translation.

Comparison of parallel texts leads us to the conclusion that legal terms don't occur isolated and the phenomenon of polysemy could be an object of further research e.g. term phrases such as . *orzeczenie rozwodu* 'divorce judgement', *czyn niedozwolony* 'prohibited act'.

In contrast to comparison of parallel texts, parametrization of the terms haven't turned out to be very helpful. Only a few referential equivalents could be eliminated by means of parametrization because the most of the analyzed equivalents differed in their meaning but not in dimensions.

4. THE RELATION OF HYPERONYMY- HYPONYMY OF POLISH AND SWEDISH LEGAL TERMS

A hyperonym is a superordinate term or word to a hyponym that means another term or word with a limited semantic range in comparison to the superior term. A hyponym has a more specific conceptual content (e.g. 'chair'), but it includes fewer objects in the world than the hyperonym (e.g. 'pieces of furniture'). It happens that a word in one language has a larger semantic field than the equivalent in another language. For instance, the Polish word *babka* ('grandmother') means 'mother of the mother' or 'mother of the father'. In Swedish there is no one equivalent of the Polish *babka*, but there are two equivalents: *mormor* ('mother of the mother') and *farmor* ('mother of the farther'). We can say that the Polish word *babka* is a hyperonym to *matka matki* ('mother of the mother') and *matka ojca* ('mother of the farther'), but the hyperonym *babka* has no equivalent in Swedish. In other words there is no conformity in the interlingual hyperonymy-hyponymy of the words *babka* and *mormor/farmor*. Translating a text from Polish to Swedish including the word *babka*, we have to choose one of the Swedish hyponyms, depending on the context in the source text. If no context information is given, the translator e.g. has to explain that one of the alternative hyponyms ('mormor'/'farmor') is meant⁹⁷. One example of this type of interlingual hyperonymy among legal terms will be discussed in this chapter (*sprawa* 'case'), in contrast to a more approximate hyperonym-hyponym relation (*postępowanie egzekucyjne* 'debt enforcement proceedings').

⁹⁷ This recommendation doesn't apply to literature translation, where the translator has a larger freedom of choosing equivalents.

4.1. *Sprawa* ('matter', 'case')

The term *sprawa* ('matter', 'case') is defined in Art. 177 the Constitution of Republic of Poland as object of activity of common courts. The term *sprawa cywilna* ('civil case') is defined in Art. 1 KPC as a court procedure under civil law. However, the term *sprawa* can also denote actions taken by a criminal ('criminal case') or administrative court ('administrative matter'). Thus *sprawa* is to be understood as a hyperonym of the three hyponyms:

- (i) *sprawa cywilna* ('civil matter'),
- (ii) *sprawa karna* ('criminal matter'),
- (iii) *sprawa administracyjna* ('administrative matter').

In Swedish there are three terms covering the semantic field of the Polish hyponyms of *sprawa*:

- (i) *mål* ('civil or criminal case'), which is divided into *tvistemål* ('civil case') and *brottmål* ('criminal case'),
- (ii) *ärende* ('administrative matter'),
- (iii) *domstolsärende* – ('court matter in non-contentious proceedings', that means special matters at the court, e.g. adoption, separation').

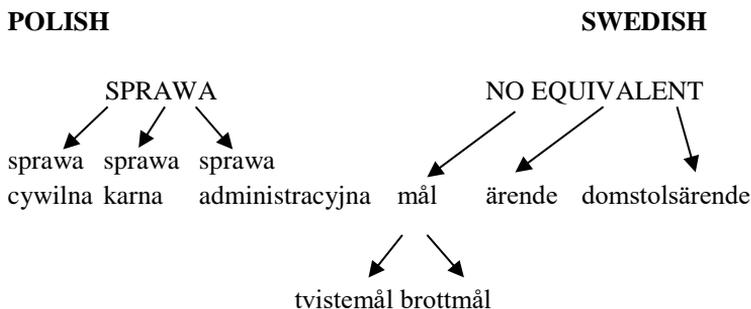
It is to be noted that there is no full equivalence between the Swedish and Polish terms as:

- (i) *mål* denotes *sprawa cywilna* (*tvistemål* 'civil case') or *sprawa karna* (*brottmål* 'criminal case'),
- (ii) *domstolsärende* denotes *sprawa cywilna w postępowaniu nieprocesowym* ('court matter in non-contentious proceedings').

Additionally, the terms *mål*, *ärende* and *domstolsärende* have no hyperonym in Swedish, whereas the hyperonym of *sprawa cywilna*, *sprawa karna* and *sprawa administracyjna* is *sprawa*.

The hyperonymy-hyponymy relation of the Polish terms *sprawa*, *sprawa cywilna*, *sprawa karna*, *sprawa administracyjna* and their Swedish equivalents is presented in Diagram 2.

Diagram 2. Hiperonymy-hyponymy relations of the Polish terms *sprawa*, *sprawa cywilna*, *sprawa karna*, *sprawa administracyjna* and their Swedish equivalents



The above situation has following consequences for translation. When translating from Polish to Swedish, the hyperonym *sprawa* has to be translated according to information given in the context as *mål*, *ärende* or *domstolsärende*. In legal texts the term *sprawa* is often used without specification. We assume that the translator in the most cases is able to determine the meaning of the term. If it occurs in different meanings, the respective terms are to be regarded as homographs, i.e. terms that share the same written form as other terms but have a different meaning. Then translating of the term shall began with determination of the respective meanings. When the types of *sprawa* are specified in the text, the following translation process is possible. Then the hyponym *sprawa cywilna* has to be translated into Swedish as *tvistemål*, *sprawa karna* as *brottmål* and *sprawa administracyjna* as *ärende*.

The terms and their dimensions of ‘branch of law’ and sub-branch of law are presented in parametrization Table 45.

The dimensions ‘lect’ and ‘genre’ have no influence on choosing the equivalent, because they are convergent in case of those terms. As for the dimension of ‘language variety’ we have explained in Section 2, that the expression: ‘the Polish term and the Swedish term are convergent with respect to the dimension of ‘language variety’ means that the Swedish term is convergent with required direction of the translation. This dimension has in that case only an information value what variety of Swedish it refers to.

When translating from Swedish into Polish problems can occur with the terms *mål* and *ärende*. We can suggest following solutions: If no information in context is given (it may happen that a term is out of context), the term *mål* should be translated into Polish hyperonym *sprawa*. The Polish equivalent *sprawa* is then as ambiguous as the Swedish *mål*. Such solution is recommended for distant recipients. For close recipients an equivalent *sprawa cywilna/karna* would be recommended. If there is information which allows to recognize the meaning of *mål*, then the terms *sprawa cywilna* or *sprawa karna* should be used in the Polish text as equivalents.

The same can be applied to the term *ärende*. In fact *ärende* should be translated as ‘*sprawa administracyjna*’ and *domstolsärende* as ‘*sprawa cywilna w postępowaniu nieprocesowym*’ (‘court matter in non-contentious proceedings’). However, the term *ärende* can also occur as a short form of *domstolsärende*. Therefore, in a translation for distant recipients, if no information is given in the context whether *ärende* is an administrative matter or a court matter, it should be translated as *sprawa*, which is as ambiguous as the Swedish *ärende*. For close recipients the equivalent *sprawa administracyjna/sprawa cywilna w postępowaniu nieprocesowym* (‘court matter in non-contentious proceedings’) would be recommended.

The case is particularly complex due to the fact that the intralingual and interlingual hyponyms differ in their scope of reference, which is expressed by the branch and sub-branch of law they refer to. This relation is illustrated by Table 45.

Table 45. Dimensions relevant for the Polish term *sprawa* and the Swedish terms *mål*, *ärende* and *domstolsärende*

Parameter	Terms						
	Polish term (source language)			Swedish terms (target language)			
	<i>Sprawa</i>			<i>No hyperonym</i>			
	Cywilna	Karna	Administra cyjna		<i>Mål</i>	<i>Ärende</i>	<i>Domstols- ärende (ärende)</i>
				Twistemål	Brottmål		
Branch of law	Civil law	Criminal law	Administra tive law	Civil law	Criminal law	Administra tive law	Civil law
Sub-branch of law	Contentious and non-contentious	Criminal proceedings	Administrative proceedings	Contentious proceedings	Criminal proceedings	Administrative proceedings	Non-contentious proceedings
Lect	Legal			Legal			
Genre	Legislation			Legislation			
Language variety	Indeterminacy			Standard Swedish			

In consequence of the above discussion we can formulate the following directives for Polish-Swedish translation.

Directive 1. If in a Polish text formulated in language of law the term *sprawa* meaning ‘civil case’ is used, then it should be translated into Swedish as *tvistemål*. These terms are convergent with respect to the dimensions of ‘branch of law’, ‘lect’, and ‘language variety’. Although they are divergent with respect to dimension ‘sub-branch of law’, they may be considered sufficiently equivalent. .

Directive 2. If in a Polish text formulated in language of law the term *sprawa* meaning ‘criminal case’ is used, then it should be translated into Swedish as *brottmål*. These terms are convergent with respect to the dimensions of ‘branch of law’, ‘lect’ and ‘language variety’ and therefore may be considered sufficiently equivalent.

Directive 3. If in a Polish text formulated in language of law the term *sprawa* meaning ‘administrative case’ is used, then it should be translated into Swedish as *ärende*. These terms are convergent with respect to the dimensions of ‘branch of law’, ‘lect’ and ‘language variety’ and therefore may be considered sufficiently equivalent.

Directive 4. If in a Polish text formulated in language of law the term *sprawa* meaning ‘civil matter in non-contentious procedure’ is used, then it should be translated into Swedish as *domstolsärende*. These terms are convergent with respect to the dimensions of ‘branch of law’, ‘lect’, and ‘language variety’ and therefore may be considered sufficiently equivalent.

In the opposite translation direction the suggested directives would be the following:

Directive 1. If in a Swedish text formulated in language of law the term *mål* meaning ‘criminal case’ is used, then it should be translated into Polish as *sprawa karna*. These terms are convergent with respect to the dimensions of ‘branch of law’, ‘lect’, and ‘language variety’ and therefore may be considered sufficiently equivalent.

Directive 2. If in a Swedish text formulated in language of law the term *mål* meaning ‘civil case in contentious proceedings’ is used,

then it should be translated into Polish as *sprawa cywilna w postępowaniu procesowym*. These terms are convergent with respect to the dimensions of ‘branch of law’, ‘sub-branch of law’, ‘lect’ and ‘language variety’ and therefore may be considered sufficiently equivalent.

The term ‘*sprawa cywilna*’ had to be broadened by a description ‘w postępowaniu procesowym’ in order to become sufficiently equivalent.

Directive 3. If in a Swedish text formulated in language of law the term *mål* is used and it is impossible to determine the meaning of the term, then it should be translated for a close recipient as the *sprawa karna/cywilna*, and as the hyperonyme *sprawa* for a distant recipient.

These terms are convergent with respect to the dimensions of ‘branch of law’, ‘sub-branch of law’, ‘lect’, and ‘language variety’, and therefore they may be considered sufficiently equivalent.

The equivalent had to be adapted for close recipients in order to become sufficiently equivalent.

Directive 4. If in a Swedish text formulated in language of law the term *ärende* meaning ‘administrative case’ is used, then it should be translated into Polish as *sprawa administracyjna*. These terms are convergent with respect to the dimensions ‘branch of law’, ‘sub-branch of law’, ‘lect’ and ‘language variety’ and therefore they may be considered sufficiently equivalent.

Directive 5. If in a Swedish text formulated in language of law the term *ärende* as short form for *domstolsärende* meaning ‘civil case in non contentious proceedings’ is used, then it should be translated into Polish as *sprawa cywilna w postępowaniu nieprocesowym* for close recipients and as *sprawa* for distant recipients. These terms are convergent with respect to the dimensions ‘branch of law’, ‘sub-branch of law’, ‘lect’ and ‘language variety’ and therefore they may be considered sufficiently equivalent.

The equivalent *sprawa cywilna* had to be broadened by a description ‘w postępowaniu nieprocesowym’ in order to become sufficiently equivalent.

4.2. *Postępowanie egzekucyjne* ('debt enforcement proceedings')

The term *postępowanie egzekucyjne* ('debt enforcement proceedings') and its Swedish equivalents is here an example of very complex intralingual and interlingual hyperonymy-hyponymy relations. No legal definition could be found in the Polish Code of Civil Procedure for the term *postępowanie egzekucyjne* ('debt enforcement proceedings'), but Cioch and Nowińska (2014: 403) define it as actions undertaken by parties, stakeholders and enforcement agencies to ensure the implementation of the court ruling or other enforcement order. Debt enforcement is a hyperonym for the term of 'execution' (*egzekucja*), being one of debt enforcement stages. 'Debt enforcement' (*postępowanie egzekucyjne*) includes the following stages (Cioch and Nowińska 2014: 404):

- (i) enforcement warrant proceedings: an enforceable title is endorsed by a warrant of execution,
- (ii) actual debt enforcement: execution ('egzekucja'), i.e. the implementation of the enforceable title,
- (iii) distribution proceedings: distribution of monies recovered in the execution.

It follows then that *egzekucja* ('execution') is the core stage within the debt enforcement. It should be noted that the term *egzekucja* is often mixed up with *windykacja* ('collection') by laypersons. *Windykacja* is not a legal term but it is defined in other sources than legal regulations as 'recovering outstanding receivables by any available methods and tools compatible with the current legal regulations, social norms and customs'(Bekas 2013).

According to Cieślak (Jankowski 2013: 110) three kinds of execution are distinguished:

- (i) execution of pecuniary performance (e.g. execution of earnings, of personal property, of real property),
- (ii) execution of non-pecuniary performance (e.g. eviction),
- (iii) execution in order to abolish coparcenary through public sale (e.g. in connection to inheritance).

The corresponding term in Swedish law is *utsökning* ('debt enforcement'). This term describes various forms of enforced

execution of a court ruling or another entitlement to enforce debt that may be used by the creditor in the event of the debtor defaulting on his obligation. The relevant procedure is regulated in the Debt Enforcement Code (*Utsökningsbalk*) which is the guideline for the enforcement officer's office to act upon. Payment obligations are enforced by execution (*utmätning*) or execution of earnings (*utmätning av lön*).

This is confirmed by Carlsson (2012: 274-275) who writes that different types of executive measures include the execution (*utmätning*) of personal and real property for sale at auction and execution of earnings (*utmätning av lön*). Property sold at auction must be sold at a public auction held by the Enforcement Authority. And the money received from the auction are to be allocated towards the amount of debt as determined in the summary judgment and the costs for the execution and auction.

In other sources we can find information that the Swedish term *exekution* ('enforcement') also exists in legal language as execution of judgements and (final) decisions (Gregow 2012: 21; Melin 2012), undertaken by an authority. There are two types of *exekution* ('enforcement'): *specialexekution* ('special enforcement') and *generalexekution* ('general enforcement'). *Specialexekution* is directed at individual objects and *generalexekution* can embrace all property of the debtor in case of bankruptcy. *Utmätning* is the most important type of special *exekution*. Other types are *handräckning* ('provisional remedy') and *avhysning* ('eviction').

According to Gregow (2012:106) execution ('utmätning') includes generally three stages:

- (i) taking decision about execution and its implementation,
- (ii) sale of the executed property,
- (iii) account of the received financial means and means paid out to the creditor.

The above information can be illustrated by Diagrams 3 and 4.

Diagram 3. The Polish hyperonym *postępowanie egzekucyjne* and its hyponyms

POLISH

POSTĘPOWANIE EGZEKUCYJNE

(‘Debt enforcement proceedings’)



Postępowanie klauzulowe

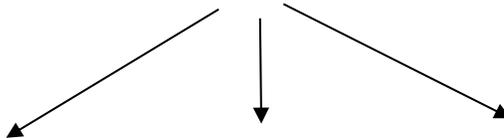
Egzekucja

Postępowanie podziałowe

(‘enforcement warrant proceeding’)

(‘execution’)

(‘distribution of monies recovered in the execution’)



Egzekucja świadczeń
pieniężnych
(‘execution of pecuniary performance’)⁹⁸

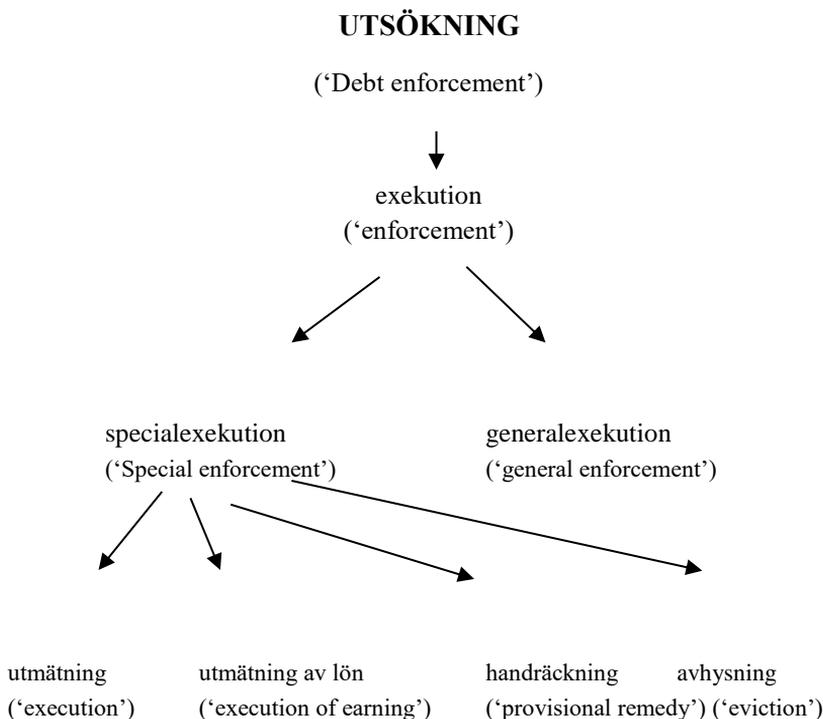
Egzekucja świadczeń
niepieniężnych
(‘execution of nonpecuniary performance’)

Egzekucja w celu
w celu zniesienia
współwłasności
nieruchomości
na drodze sprzedaży
publicznej
(‘execution in order to
abolish coparcenary
through public sale’)

⁹⁸ E.g. *egzekucja z wynagrodzenia* (‘execution of earnings’), *egzekucja z ruchomości* (‘execution of personal property’), *egzekucja z nieruchomości* (‘execution of real property’).

Diagram 4. The Swedish hyperonym *utsökning* and its hyponyms

SWEDISH



According to Diagrams 3 and 4 we can consider *postępowanie egzekucyjne* and *utsökning* to be equivalents convergent in respect to the following dimensions: branch of law, sub-branch of law, and lect (see Table 45). They both are hyperonyms of other terms connected with execution in both legal systems. *Utsökning* is also title of the Swedish code regulating this procedure (*Utsökningsbalk*) that states the superior position of this term in the context. However, the Polish hyperonym *postępowanie egzekucyjne* underlines that it is a procedure and therefore distinguishes three stages of this procedure which the Swedish description and Diagram 4 don't. The first stage (*postępowanie klauzulowe*) doesn't exist in the Swedish legal system at all, because no warrants of execution are required. *Postępowanie podziałowe* ('distribution of monies recovered in the execution') is implemented, if there are more than one creditor in the procedure.

There is no terminological equivalent of this term in the Swedish legal system. For the terms *postępowanie klauzulowe* and *postępowanie podziałowe* equivalent Swedish terms should be coined. But thanks to the diagram it is easy to find equivalents of the most relevant terms in the area of debt enforcement: for instance *utmätning* ('execution') or *utmätning av lön* ('execution of earnings') that are hyponyms of *specialexecution* and also of *execution* and *utsökning* in the Swedish system. In the Polish system the most common hyponyms are *egzekucja z wynagrodzenia* ('execution of earnings') and *egzekucja z ruchomości* ('execution of personal property'), *egzekucja z nieruchomości* ('execution of real property'). According to the diagram can we also consider that *egzekucja w celu zniesienia współwłasności nieruchomości na drodze sprzedaży publicznej* ('execution in order to abolish coparcenary') doesn't exist in the Swedish legal system'). An equivalent for such hyponym should be created in Swedish.

Table 46. Dimensions relevant for the Polish hyperonym *postępowanie egzekucyjne* and the Swedish hyperonym *utsökning* and some of their hyponyms

Parameter	Terms			
	Polish terms (source language)		Swedish terms (target language)	
	<i>Postępowanie egzekucyjne</i>		<i>Utsökning</i>	
	<i>Egzekucja z wynagrodzenia</i>	<i>Egzekucja z ruchomości</i>	<i>Utmätning av lön</i>	<i>Utmätning</i>
Branch of law	Civil law		Civil law	
Sub-branch of law	Civil proceedings		Civil proceedings	
Lect	Legal		Legal	
Genre	Legislation		Legislation	

Parameter	Terms			
	Polish terms (source language)		Swedish terms (target language)	
	<i>Postępowanie egzekucyjne</i>		<i>Utsökning</i>	
	<i>Egzekucja z wynagrodzenia</i>	<i>Egzekucja z ruchomości</i>	<i>Utmätning av lön</i>	<i>Utmätning</i>
Language variety	Indeterminacy		Standard Swedish	

According to the above we can formulate some directives.

Directive 1. If in a Polish text formulated in language of law the term *postępowanie egzekucyjne* ('debt enforcement') is used, then it must be translated into Swedish as *utsökning*.

These two terms are convergent with respect to the relevant dimensions: 'branch of law', 'lect' and 'language variety' and therefore they may be considered sufficiently equivalent.

Directive 2. If in a Polish text formulated in language of law the term *egzekucja z wynagrodzenia* ('execution of earnings') is used, then it should be translated into Swedish as *utmätning av lön*.

These two terms are convergent with respect to their hyperonyms and to the relevant dimensions: 'branch of law', 'lect' and 'language variety' and therefore they may be considered sufficiently equivalent.

Directive 3. If in a Polish text formulated in language of law the term *egzekucja z ruchomości* ('execution real property') is used, then it should be translated into Swedish as *utmätning*.

These two terms are convergent with respect to their hyperonyms and to the relevant dimensions: 'branch of law', 'lect' and 'language variety' and therefore they may be considered sufficiently equivalent.

Translation of the analyzed terms in the opposite Swedish-Polish direction would result in reversed equivalents.

4.3. Concluding remarks

Legal concepts occur in hyperonym–hyponym relations to each other. A legal translator have to struggle with a translating problem, when the hyperonym–hyponym relations in the source language are not fully reflected by the hyperonym-hyponym relations in the target language. For this presentation we have chosen two terms which remain with each other in two types of hierarchical orders.

The first one is the term *sprawa*, which has several intralingual (*sprawa cywilna, karna, administracyjna*) and interlingual hyponyms (*mål, ärende, domstolsärende*), but a corresponding hyperonym in Swedish doesn't exist. Translating of the term *sprawa* consists in determining the proper translational hyponym in Swedish. The same concerns the Swedish term *mål* which has two hyponyms existing in the Polish legal system (*sprawa cywilna, sprawa karna*). One of the hyponyms has to be chosen according to the given context. By lack of context information *mål* may be translated by the alternative *sprawa cywilna/karna*, which is proposed in case of close recipients. In case of distant recipients, a hyperonym *sprawa* may be suggested.

The other case is the hierarchical relation of the terms *postępowanie egzekucyjne* and *utsökning*. Those relations are similar to each other to large extent. However, the Polish system of debt enforcement is more complex and consists of two additional proceeding stages which don't exists in the Swedish system (*postępowanie klauzulowe* and *postępowanie podziałowe*), thus the equivalents of those terms should be coined in Swedish. Studying the corresponding enforcement proceedings enables the translator to determine such frequently used terms like hyponyms *egzekucja z wynagrodzenie* and *egzekucja z ruchomości* as *utmätning* and *utmätning av lön*.

A general conclusion from this study is that a thorough comparison of complex concepts and proceedings in two legal systems can lead a translator to more adequate terminological equivalents than e.g. searching for equivalents in dictionaries.

5. FALSE COGNATES

The following chapters are devoted to further questions connected with translation of legal terms. The topic of this section, i.e. false cognates, is a typical problem which bothe translators of all kind of texts, especially LSP-texts. Sometimes it turns out to be an obstacle for legal translators. In this section we explain what false cognates are and discuss some examples.

The word *cognate* derives from the Latin noun *cognatus*, which means "blood relative". According to Bickford et al. (2002):

“[T]wo words (or other structures) in related languages are cognate if they come from the same original word (or other structure). Generally cognates will have similar, though often not identical, phonological and semantic structures (sounds and meanings). For instance, Latin "tu", Spanish "tú", Greek "sú", German "du", and English "thou" are all cognates; all mean 'second person singular', but they differ in form and in whether they mean specifically 'familiar' (non-honorific).”

Bickford et al. (2002)

Cognates are synonym word pairs in one or two languages (or word series like in the above description), which can be (nearly) homophones or (nearly) homographs.

For *false cognates* (Chamizo-Dominguez 2006) formulates the following definition: they are at least two words, or other structures of various languages, similar or equivalent graphically or phonetically, but they have different meanings although they are etymologically related. From this point of view they are a kind of *false friends*. They may have the same origin but they get another meaning in course of their historical development. An example of false cognates in Polish and English includes the pair of words *ewentualnie* ('possibly') and *eventually* which has the same Latin origin ('eventum' – 'result' or 'accident'), but they acquired another meaning in both languages in the course of their historical development. On the other hand, for the language pair Swedish – Polish an example of false cognates includes the pair of (nearly)

homophones *tack* ('thanks') and *tak* ('yes'), which are etymologically not related and have different meaning.

However, for the language pair Swedish/Polish, words of Latin origin are the dominating group of examples of false cognates, as these two languages have borrowed relatively many words from Latin. The Polish language has been exposed to Latin vocabulary, and with it to Greek words, since the country adopted Christianity. A large number of words related to the newly adopted religion have found its way to Polish indirectly, via Czech and German languages. In the Middle Ages, direct loan words were few. Some of them are *metryka* ('certificate'), *rejestr* ('register'), *statut* ('statute'). In the 16th century, Latin was more widely used in Poland, bringing new words to the language, such as *akt* ('act'), *deklaracja* ('declaration'), *dekret* ('decree'), *dokument* ('document'). It is now estimated that Latinisms make up less than 10 per cent in the Polish language (Walczak 2001: 531). These processes developed in a fairly similar manner in the Swedish language, even though the influx of Latin vocabulary began during the era of contacts between Germanic peoples and the Romans. This process was accelerated with the adoption of Christianity in the 10th century. However, many Latin words have permeated indirectly through Anglo-Saxon, Frisian and Saxon languages, and subsequently were transmitted by German and French. At the time of the Reformation, in the 16th century, Latin as the language of religious use was replaced by Swedish, therefore, on the whole, the share of words derived from Latin in Swedish is more modest compared to the Polish language: the number of Latin and Greek words in that Scandinavian language is estimated at about 9-20 per cent (Martola et al. 2014). Those words are referred to as foreign words. They can be encountered in various disciplines: medicine, for example cardiology, mathematics (e.g. *exponent* 'index') or law (e.g. *rekvisit* 'circumstances of the offence').

5.1. False cognates in the Swedish and Polish legal language

In Swedish legal language, borrowings from Latin have played a relatively important role, but the influence of German dominated the legal vocabulary definitely. The influence of German is the reason for rather small number of false cognates in the Swedish and Polish legal system. But there are some Swedish legal terms which have corresponding homophones and/or homographs in the Polish language, which have a different meaning. One of them is the Swedish legal term '*konkurs*' (Latin *concu'rsus* – 'congregation', 'gathering', 'meeting', from *concu'rro* 'gather', 'storm') which stands for bankruptcy proceedings, the objective of which is to satisfy creditors' claims if the debtor is insolvent (NE.se_konkurs). The Swedish term is defined in the Bankruptcy Act (*Konkurslagen*). The Polish corresponding word *konkurs*, on the other hand, has two meanings (USJP-dictionary):

1. 'an artistic, entertainment or sporting event that offers an opportunity to select best performers / participants',
2. official use: 'procedure to select the best candidate and appoint to a vacant position'.

The next false cognate among Swedish legal terms is *revision*. This term originates from Latin (*revi'sio* 'seeing again'), it used to denote appeal to the Supreme Court in earlier Swedish regulations but in 1995 it was replaced by another term – *överklagande* ('*appeal*'). The other meaning of this term is 'audit' which means 'a systematic and independent examination of books, accounts, statutory records, documents and vouchers of an organization to ascertain how far the financial statements as well as non-financial disclosures present a true and fair view of the concern'. The term occurs in the Audit Act (*Revisionslagen*). The corresponding homophone in Polish is *rewizja*. This term used to denote appeal within civil law and criminal law between 1950 and 1996 and it is not valid any more. *Rewizja* is also a colloquial word for search conducted by the police. The Swedish term could be also possibly confused with the Polish one in this meaning. A Swedish term related to revision is *revisor* ('auditor'), a term occurring in an Auditor Act (*Revisorslagen*), in the meaning 'certified auditor'. There is a corresponding profession in the Polish

legal system ('biegły rewident'), described in special regulations, but, on the other hand, there is a word *rewizor* with both a historical meaning as an 'officer who used to control land properties' and a modern meaning as an 'controlling officer (e.g. in trains)'. So it can easily happen (especially during an interpreting in court) that the Swedish *revisor* will be translated into Polish as *rewizor*. Another false cognate among Swedish and Polish legal terms is 'ackord' (which was already mentioned in the Section about the relation of synonymy). The term 'ackord' occurs in the Bankruptcy Act (*Konkurslagen*) and it is described in the database *lagen.nu* as follows:

Ackord means an understanding offered by the debtor to his/her creditor, to pay part of the debt, and write off the rest. This type of agreement is used more often between businesses than between individuals and businesses⁹⁹.

As we have stated in the section on synonymy, a corresponding term within Polish law is *układ z wierzycielami*, originating from Polish Restructuring law (*Prawo restrukturyzacyjne*). However, there is a corresponding nearly homophone and homograph *akord*, which possibly could be interpreted as 'job work'. It is used in the expression *pracować na akord* 'do piecework'. In Swedish the corresponding expression is *arbeta på ackord*.

The Swedish terms, Polish false cognates and the proper equivalents are presented in Table 47.

⁹⁹ Ackord innebär att en skuldsatt gäldenär föreslår sin eller sina borgenär(er) en uppgörelse där en viss summa betalas in samtidigt som resten av skulden avskrivs. Detta är oftast mer förekommande i relationer inom affärlivet än hos dito mellan privatpersoner och företag.

Table 47. Swedish legal terms, the corresponding Polish false cognates and the proper Polish translation of the Swedish term

Swedish term	Polish false cognate and its non-legal meaning	Proper equivalent of the Swedish term
<i>konkurs</i> (‘bankruptcy’)	<i>konkurs</i> 1. ‘an artistic, entertainment or sporting event that offers an opportunity to select best performers / participants’ 2. ‘design contest’, procedure to select the best candidate and appoint to a vacant position’	<i>postępowanie upadłościowe</i>
<i>revision</i> (‘audit’)	<i>rewizja</i> ‘search conducted by the police’	<i>audyt</i>
<i>revisor</i> (‘auditor’)	<i>rewizor</i> ‘controlling officer (e.g. in a train)’	<i>(biegły) rewident</i>
<i>ackord</i> (‘arrangement with creditors’)	<i>akord</i> ‘job work’	<i>układ z wierzycielami</i>

In Tables 48-49 we present the parametrization of the terms and formulate some directives. In Table 48 we compare the Swedish term *konkurs* (‘bankruptcy’) with the Polish term *postępowanie upadłościowe* (‘bankruptcy’) with the noun *konkurs* (‘design contest’), which occur e.g. in the Public Procurement Law (*Prawo zamówień publicznych*).

Table 48. Properties of the Swedish term *konkurs* and their Polish cognates *postępowanie upadłościowe* and *konkurs*

Parameter	Terms		
	Swedish term (source language)	Polish term (target language)	
	<i>Konkurs</i>	<i>Postępowanie upadłościowe</i>	<i>Konkurs</i>
Branch of law	Commercial law	Commercial law	Administrative law
Sub-branch of law	Bankruptcy law	Bankruptcy law	Administrative proceedings
Lect	Legal	Legal	LSP (administrative proceedings)
Genre	Legislation	Legislation	Legislation
Language variety	Standard Swedish, Finland Swedish	Indeterminacy	Indeterminacy

This is drawn up in the directive below.

Directive. If in a Swedish text formulated in language of law the term *konkurs* is used, then it should be translated into Polish as *postępowanie upadłościowe*. These terms are convergent with respect to the dimensions of ‘branch of law’, ‘sub-branch of law’, ‘lect’ ‘genre’ and ‘language variety’ and therefore may be considered sufficiently equivalent.

In Table 49 we compare the Swedish terms *revision* (‘audit’) and *revisor* (‘auditor’) with the Polish terms *audit* (‘audit’), *rewizja* (‘search conducted by the police’), *biegły rewident* (‘auditor’) and *rewizor* (‘controlling officer, e.g. in train’).

Table 49. Properties of the Swedish terms *revision* and *revisor* and the Polish terms *prawo audyt*, *rewizja* and *biegły rewident*, *rewizor*

Parameter	Terms					
	Swedish term (source language)		Polish term (target language)			
	<i>Revision</i>	<i>Revisor</i>	<i>Audyt</i>	<i>Rewizja</i>	<i>Biegły rewident</i>	<i>Rewizor</i>
Branch of law	Commercial law	Commercial law	Commercial law	Criminal law	Commercial law	Administrative law
Lect	Legal	Legal	Legal	vernacular	Legal	LSP (transport)
Genre	Legislation	Legislation	Legislation	-----	Legislation	-----
Language variety	Standard Swedish, Finland Swedish		Indeterminacy			

This is drawn up in the directives below.

Directive 1. If in a Swedish text formulated in language of law the term *revision* is used, then it should be translated into Polish as *audyt*. These terms are convergent with respect to the dimensions of ‘branch of law’, ‘lect’ ‘text genre’ and ‘language variety’ and therefore may be considered sufficiently equivalent.

Directive 2. If in a Swedish text formulated in language of law the term *revisor* is used, then it should be translated into Polish as *biegły rewident*. These terms are convergent with respect to the dimensions of ‘branch of law’, ‘lect’ ‘text genre’ and ‘language variety’ and therefore may be considered sufficiently equivalent.

In Table 50 we compare the Swedish term *ackord* (‘understanding offered by the debtor to his/her creditor’) with the Polish terms *układ z wierzycielami* (‘arrangement with creditors’).

Table 50. Properties of the Swedish term *konkurs* and the Polish term *prawo upadłościowe*

Parameter	Terms		
	Swedish term (source language)	Polish term (target language)	
	<i>Ackord</i>	<i>Układ z wierzycielami</i>	<i>Akord</i>
Branch of law	Commercial law	Commercial law	Labour law
Sub-branch of law	Bankruptcy law	Bankruptcy law	-----
Lect	Legal	Legal	Vernacular lect
Genre	Legislation	Legislation	----
Language variety	Standard Swedish, Finland Swedish	Inderterminacy	Indeterminacy

Now we can formulate some directives:

Directive 1. If in a Swedish text formulated in language of law the term *revisor* is used, then it should be translated into Polish as *biegły rewident*. These terms are convergent with respect to the dimensions of ‘branch of law’, ‘lect’ and ‘text genre’ and ‘language variety’ and therefore may be considered sufficiently equivalent.

As we can see, only a few Swedish legal terms could be recognized as Polish false cognates. Obviously, there are some other LSP-terms which can occur in legal contexts that belong to false cognates. Let us list now some frequent examples of them in Table 51.

5.2. Swedish and Polish false cognates among LSP words used in legal texts

The previous study can be completed by a statement that the number of false cognates among other Swedish and Polish LSP-term is rather limited. There are other examples of so-called false friends but they often origin from other languages, particularly French (like *ingenjör* ‘engineer’ which means in Swedish ‘a graduate from a vocational secondary school’). The list of false cognates among LSP words often used in legal texts presented below includes three examples, which were assumed to be frequent.

Table 51. Swedish LSP-terms, Polish false cognates and the proper Polish translation of the Swedish term

Swedish LSP-term	Polish false cognate and its meaning	Proper equivalent of the Swedish term
<i>ränta</i> (‘interest’)	<i>renta</i> (‘pension’, ‘disability pension’)	<i>odsetki</i>
<i>kurator</i> (‘social worker, employed by a hospital, school etc.’)	<i>kurator</i> (‘superintendent of schools’)	<i>pracownik do spraw socjalnych</i> (zatrudniony w szpitalu, szkole itd.)
<i>vikariat</i> (‘temporary post’)	<i>wikariat</i> (‘post of a curate’)	<i>zastępstwo</i> ‘praca w zastępstwie innej osoby’

In Tables 52-54 we present the parametrization of the terms and formulate some directives. In Table 52 we compare the Swedish

term *ränta* (‘interests’) with the Polish term *renta* (‘pension’) and the LSP-term *odsetki* (‘interest’).

Table 52. Properties of the Swedish term *ränta* and the Polish terms *odsetki* and *renta*

Parameter	Terms		
	Swedish term (source language)	Polish term (target language)	
	<i>Ränta</i>	<i>Odsetki</i>	<i>Renta</i>
Branch of law	Civil law	Civil law	Social insurance law
Lect	LSP (economy)	LSP (economy)	LSP (social insurance)
Language variety	Standard Swedish, Finland Swedish	Indeterminacy	

Now we can formulate a directive:

Directive. If in a Swedish text formulated in language of law the term *ränta* is used, then it should be translated into Polish as *odsetki*. These terms are convergent with respect to the dimensions of ‘branch of law’, ‘lect’ and ‘language variety’ and therefore may be considered sufficiently equivalent.

In Table 53 we compare the Swedish LSP-term *kurator* (‘social worker, employed by a hospital or school’) with the Polish term *kurator* (‘superintendent of schools’) and the LSP-term *pracownik do spraw socjalnych* (‘social worker’).

Table 53. Properties of the Swedish term *kurator* and the Polish terms *pracownik socjalny* and *kurator*

Parameter	Terms		
	Swedish term (source language)	Polish term (target language)	
	<i>Kurator</i>	<i>Pracownik socjalny</i>	<i>Kurator</i>
Branch of law	Law of public assistance	Law of public assistance	Law of education
Lect	LSP (public assistance)	LSP (public assistance)	LSP (education)
Language variety	Standard Swedish, Finland Swedish	Indeterminacy	

This is drawn up in a directive below.

Directive. If in a Swedish text formulated in language of law the term *kurator* is used, then it should be translated into Polish as *pracownik socjalny*. These terms are convergent with respect to the dimensions of ‘branch of law’, ‘lect’ and ‘language variety’ and therefore may be considered sufficiently equivalent.

In Table 54 we compare the Swedish LSP-term *vikariat* (‘temporary post’) with the Polish terms *wikariat* (‘post of a curate’) and *zastępstwo* (‘temporary post’).

Table 54. Properties of the Swedish term *vikariat* and the Polish terms *zastępstwo* and *wikariat*

Parameter	Terms		
	Swedish term (source language)	Polish term (target language)	
	<i>Vikariat</i>	<i>Zastępstwo</i>	<i>Wikariat</i>
Branch of law	Labour law	Labour law	Canon law
Lect	LSP (labour)	LSP (labour)	LSP
Language variety	Standard Swedish, Finland Swedish	Indeterminacy	

Directive. If in a Swedish text formulated in language of law the term *vikariat* is used, then it must be translated into Polish as *zastępstwo*. These terms are convergent with respect to the dimensions of ‘branch of law’, ‘lect’ and ‘language variety’ and therefore may be considered sufficiently equivalent.

5.3. Swedish and Polish true cognates among legal terms

In contrast to false cognates there are some examples of true cognates among Polish and Swedish legal terms. True cognates are defined as terms represented by homophones or homographs which have the same meaning in both languages. A research of the Polish terms included in the Civil Code gave no results, which means no Polish and Swedish true cognates could be found there. The only pairs of (nearly) homographs were *firma/firma* (‘name of company’, ‘company’)¹⁰⁰ and *gwarancja/garanti* (‘warranty’), but the first Swedish term is of Italian origin and the second one – of French. Research in the Code of Civil Procedure, however, gave a better result

¹⁰⁰ *Firma* is defined in the Polish Civil Code as name of a company, but in vernacular language it is used in meaning ‘company’. According to the NE.se-dictionary the term *firma* is used parallelly in Swedish (NE.se_firma).

– five true cognates could be found. The conclusion of this research is that the number of Latin borrowings among Swedish legal terms is rather limited. We present the list of the most frequent Polish-Swedish true cognates which origin from the Polish Code of Civil Proceedings.

Table 55. Polish and Swedish true cognates in KPC

Polish term	Swedish term	English translation
<i>adwokat</i>	<i>advokat</i>	‘attorney’
<i>egzekucja</i>	<i>execution</i>	‘execution’, ‘enforcement proceedings’
<i>klauzula</i>	<i>klausul</i>	‘clause’, ‘provision’
<i>proces</i>	<i>proces</i>	‘lawsuit’, ‘proces’, ‘trial’
<i>testament</i>	<i>testamente</i>	‘will’, ‘testament’

In Tables 56-60 we compare the parameters of the Swedish-Polish true cognates in the Polish Code of Civil Proceedings and then provide translational directives. In Table 56 we compare the most relevant parameters of the Swedish term *advokat* (‘attorney’) and its nearly homograph and homophone in Polish *adwokat* (‘attorney’).

Table 56. Properties of the Swedish term *advokat* and it’s Polish true cognate *adwokat*

Parameter	Terms	
	Swedish term (source language)	Polish term (target language)
	<i>Advokat</i>	<i>Adwokat</i>
Branch of law	Civil law, criminal law	Civil law, criminal law
Lect	Legal	Legal
Language variety	Standard Swedish, Finland Swedish	Indeterminacy

Directive. If in a Swedish text formulated in language of law the term *advokat* is used, then it should be translated into Polish as *advokat*. These terms are convergent with respect to the dimensions of ‘branch of law’ and ‘lect’ and ‘language variety’ and therefore may be considered sufficiently equivalent.

In Table 57 we compare the Swedish term *execution* ('execution') with the Polish true cognate *egzekucja* ('execution').

Table 57. Properties of the Swedish term *execution* and it's Polish true cognate *egzekucja*

Parameter	Terms	
	Swedish term (source language)	Polish term (target language)
	<i>Execution</i>	<i>Egzekucja</i>
Branch of law	Civil law	Civil law
Sub-branch of law	Execution law	Civil proceedings
Lect	Legal	Legal
Language variety	Standard Swedish	Indeterminacy

Directive. If in a Swedish text formulated in language of law the term *exekution* is used, then it should be translated into Polish as *egzekucja*. These terms are convergent with respect to the dimensions of 'branch of law', 'lect' and 'language variety' and therefore may be considered sufficiently equivalent.

In Table 58 we compare the Swedish term *klausul* ('clause', 'provision') with the Polish true cognate *klauzula* ('clause', 'provision').

Table 58. Properties of the Swedish term *klausul* and it's Polish true cognate *klauzula*

Parameter	Terms	
	Swedish term (source language)	Polish term (target language)
	<i>Klausul</i>	<i>Klauzula</i>
Branch of law	Civil law	Civil law
Sub-branch of law	Substantive law	Substantive law
Lect	Legal	Legal
Language variety	Standard Swedish, Finland Swedish	Indeterminacy

Directive. If in a Swedish text formulated in language of law the term *klausul* is used, then it should be translated into Polish as *klauzula*. These terms are convergent with respect to the dimensions of ‘branch of law’ ‘lect’ and ‘language variety’ and therefore may be considered sufficiently equivalent.

In Table 59 we compare the Swedish term *process* (‘proces’) with the Polish true cognate *proces* (‘proces’).

Table 59. Properties of the Swedish term *process* and it’s Polish true cognate *proces*

Parameter	Terms	
	Swedish term (source language)	Polish term (target language)
	<i>Process</i>	<i>Proces</i>
Branch of law	Civil law, criminal law	Civil law, criminal law
Sub-branch of law	Civil and criminal proceedings	Civil and criminal proceedings
Lect	Legal	Legal
Language variety	Standard Swedish, Finland Swedish	Indeterminacy

Directive. If in a Swedish text formulated in language of law the term *process* is used, then it should be translated into Polish as *proces*. These terms are convergent with respect to the dimensions of ‘branch of law’ and ‘lect’, and ‘language variety’ and therefore may be considered sufficiently equivalent.

In Table 60 we compare the Swedish term *testamente* (‘will’) with the Polish true cognate *testament* (‘will’).

Table 60. Properties of the Swedish term *testamente* and it's Polish true cognate *testament*

Parameter	Terms	
	Swedish term (source language)	Polish term (target language)
	<i>Testamente</i>	<i>Testament</i>
Branch of law	Civil law	Civil law
Sub-branch of law	Inheritance law	Substantive law
Lect	Legal	Legal
Language variety	Standard Swedish, Finland Swedish	Indeterminacy

Directive. If in a Swedish text formulated in language of law the term *testamente* is used, then it should be translated into Polish as *testament*. These terms are convergent with respect to the dimensions of ‘branch of law’, ‘lect’ and ‘language variety’ and therefore may be considered sufficiently equivalent.

5.4. Concluding remarks

The research conducted in the field of false cognates, namely terms of Latin origin which are (nearly) homophones and/or (nearly) homographs among Swedish and Polish legal terms reveals that the number of them is rather limited. In the first part of study legilinguistic methods were applied when comparing the terms in Polish and Swedish. A parallel study between LSP-terms, which are assumed to occur in legal contexts, confirmed the first result. Also the third study of so-called true cognates reveal a very limited number of Swedish and Polish terms of Latin origin that can be easily recognized in both languages. It is common knowledge that false cognates are a trap for translators, but the problem occurs not so often for a Polish-Swedish translator. The lack of false as well as true cognates reveals that the influence of Latin on the Swedish language of law was not very strong and it is assumed that the Polish language of law is rather richer in Latin borrowings. It allows us to conclude that the distance between the Swedish and Polish legal systems

is rather big, and that can make the translation difficult, despite the field of false cognates.

6. GENERAL CLAUSES AND VAGUE PHRASES

In contrast to the topic of the previous chapter this part is devoted to a typical legal concept. Flexible meanings, expressed by vague phrases and general clauses occur in legal language not very often but sometimes cause translation problems. We shall explain what vague phrases and general clauses are and provide some translation suggestions.

6.1. Flexible meanings

The main requirement placed on before the legal language, including legal terms, is precision. However, in certain circumstances it is adequacy, i.e. the text of a legal regulation closely expressing the legislator's intention, is deemed the primary factor (Choduń 2013). For this reason the legislator may at times sacrifice precision to ensure adequacy. This may be in order to render the text more flexible for current or future purposes. To this end, the legislator often resorts to what is known as vague phrases or general clauses.

6.2. General clauses

Vague phrases in Polish law include such phrases as *ważna przyczyna* ('essential cause'), *zbędna zwłoka* ('needless delay'), *istotne motywy* ('relevant motives'). The crucial distinguishing feature of general clauses is that they refer to assumptions beyond the legal system. Examples of general clauses in Polish law are: *zasady współżycia społecznego* (lit. 'principles of community coexistence' or 'social norms'), *dobro dziecka* ('child's interest', lit. 'welfare of the child') or *interes społeczny* ('interest of the society'). According to Ziemiński (1989) general clauses can be divided into two types:

type 1 and type 2. General clauses type 1 are ‘classical’, they refer to a concrete situation (e.g. child’s interest). General clauses type 2 refer to general assessments and are used to make the law applying more flexible (e.g. *zasady współzycia społecznego*).

6.2.1. *Zasady współzycia społecznego* (‘principles of community coexistence’)

One of the general clauses discussed most frequently in the Polish law is the concept of *social norms* or *principles of community coexistence*. The clause of *zasady współzycia społecznego* was taken directly from Soviet civil law and, in 1964, replaced the traditional terms ‘reasonableness’ and ‘good faith’ (Grzybek 2015: 176, after Safjan 1990). In communist times, ‘principles of community coexistence’, were interpreted as moral principles defining inter-personal relations. Despite the change of the political and economic system this continues to be used in Polish civil law: Civil Code, Family Code and Labour Code. Here are the examples with various equivalents in English:

Civil Code, Article 5

One may not use his right in a manner which would be contrary to its social and economic purpose or to the principles of community coexistence (*zasady współzycia społecznego*). Any such act or refraining from acting by the entitled person shall not be treated as the exercise of the right and shall not be protected.¹⁰¹

Civil Code, Article 58. §. 2

A juridical act that is contrary to the principles of community coexistence (*zasady współzycia społecznego*) shall be invalid.¹⁰²

Family and Guardianship Code Article 56.§ 2.

However, even despite complete and permanent breakdown of marriage, divorce is not allowed if it would be against the interest of common minor children of the spouses or if divorce would

¹⁰¹ KC Art. 5. Nie można czynić ze swego prawa użytku, który by był sprzeczny ze społeczno-gospodarczym przeznaczeniem tego prawa lub zasadami współzycia społecznego. Takie działanie lub zaniechanie uprawnionego nie jest uważane za wykonywanie prawa i nie korzysta z ochrony.

¹⁰² KC Art. 58 § 2. Nieważna jest czynność prawna sprzeczna z zasadami współzycia społecznego.

be otherwise contrary to the principles of social life (*zasady współżycia społecznego*).¹⁰³

Labour Code Article 8.

No right may be exercised in a manner that would be contrary to its social and economic purpose or to social norms (*zasady współżycia społecznego*). Any such act or a failure to act by an entitled person is not deemed an exercise of that right and I, not protected by law.¹⁰⁴

6.2.2. *Dobre obyczaje* ('good customs')

The general clause of *good customs* (Pol. *klauzula dobrych obyczajów*) appeared in Poland together with the Napoleonic Code. The term was then used in the legislation of the powers which partitioned Poland and later in the Polish Republic. After World War 2 it was replaced, as mentioned above, by the clause *zasady współżycia społecznego* ('social norms') (Żurawik 2009: 35). Recently the clause 'good customs' reappeared in Polish legislation, e.g. in the Commercial Companies Code (*Kodeks Spółek Handlowych*), which in 2000 replaced the Commercial Code of 1934:

Article 249(1). Any resolution of the shareholders which is in conflict with the provisions of the articles of association or good practice (*dobrze obyczaje*) and detrimental to the company's interest or aimed at harming a shareholder may be appealed against by filing a statement of claim against the company for repealing such resolution.¹⁰⁵

¹⁰³ KRiO Art. 56. § 2. Jednakże mimo zupełnego i trwałego rozkładu pożycia rozwód nie jest dopuszczalny, jeżeli skutek niego miałoby ucierpieć dobro wspólnych małoletnich dzieci małżonków albo jeżeli z innych względów orzeczenie rozwodu byłoby sprzeczne z zasadami współżycia społecznego.

¹⁰⁴ KP Art. 8. Nie można czynić ze swego prawa użytku, który byłby sprzeczny ze społeczno-gospodarczym przeznaczeniem tego prawa lub zasadami współżycia społecznego. Takie działanie lub zaniechanie uprawnionego nie jest uważane za wykonywanie prawa i nie korzysta z ochrony.

¹⁰⁵ Kodeks Spółek Handlowych Art. 249. § 1. Uchwała wspólników sprzeczna z umową spółki bądź dobrymi obyczajami i godząca w interesy spółki lub mająca na celu pokrzywdzenie wspólnika może być zaskarżona w drodze wytoczonego przeciwko spółce powództwa o uchylenie uchwały.

It is noteworthy that this general clause is part of the phrase *sprzeczny z dobrymi obyczajami* ('contrary to good customs', 'contrary to the principle of common decency'), as it was part of the previously used equivalent *sprzeczny z zasadami współżycia społecznego* ('contrary to principles of community coexistence', 'contrary to social norms').

Inevitably, uncertainty arose quickly over the mutual relation between both clauses while both coexist in legislation. This question was decided by the Polish Supreme Tribunal in its ruling of 30 December 2012 (III CzP 84/12). The Tribunal found that a resolution of a general shareholders' meeting that is contrary to social norms violates common decency within the meaning of 249(1) of the Code of Commercial Companies (SN.pl). Thus, according to the Tribunal, the clause of good customs within the context of the Code of Commercial Companies has the same function as the clause of social norms in the Civil Code and both terms are identical.

6.2.3. *Tro och heder* ('good faith')

General clauses are known to the Swedish law as well. The two most frequently used are in the Act on Agreements (*avtalslagen*). They allow a complete or partial exemption of either party to an agreement from an undertaking or the agreement itself if it is incompatible with *tro och heder* ('faith and honor', 'good faith') or the reference to the agreement or undertaking is *oskäligt* ('unfair') (NE.se_generalklausul). The general clause *tro och heder* is referred to the Latin principle *bona fide* (Zimmermann, Whittaker 2000: 233). Both general clauses are discussed below, as the original form is fairly archaic and complex – the Act was passed in 1914).

(i) *Minor general clause* ('lilla generalklauseln')¹⁰⁶:

Section 33 in the Act on Agreements (*avtalslagen*) can be invoked to invalidate an agreement, if due to the circumstances at the time

¹⁰⁶ 33 § Rättshandling, som eljest vore att såsom giltig anse, må ej göras gällande, där omständigheterna vid dess tillkomst voro sådana, att det skulle strida mot tro och heder att med vetskap om dem åberopa rättshandlingen, och den, gentemot vilken rättshandlingen företogs, måste antagas hava ägt sådan vetskap.

of entering into the agreement it would be contrary to ‘faith and honor’ to invoke the agreement’s validity for anyone being aware of those circumstances. The condition which must be met to invoke this section is the other party acting in bad faith.¹⁰⁷

(ii) *General clause* (‘generalklausel’)

Section 36 in the Act on Agreements (*avtalslagen*) has a broader scope: it can be invoked to modify or invalidate an agreement or another legally binding action if this is justified. When assessing justification, any circumstances and relations must be taken into account, irrespective of when they arose. This in particular relates to the need, if any, to protect the consumer or another individual of subordinate position in the agreement. According to Carlson 2012: 252) the party must not only prove that requiring the performance violates ‘faith and honor’, a concept not defined in the statute, but that the counter-party also had knowledge of these circumstances. Thus, this general clause has seldom been invoked successfully.

Translative unit (in Polish): *jest sprzeczny z zasadami współzycia społecznego* (‘is in conflict with social norms’), *jest sprzeczny z dobrymi obyczajami* (lit. ‘is in conflict with good customs’)

Possible translational equivalents in Swedish:

The Polish general clauses *jest sprzeczny z zasadami współzycia społecznego* or *jest sprzeczny z dobrymi obyczajami* can be translated into Swedish as *strider mot tro och heder* (‘is in conflict with faith and honor’). The translator should also bear in mind that the Swedish general clauses discussed here are used in the Act on Agreements, and

¹⁰⁷36 § Avtalsvillkor får jämkas eller lämnas utan avseende, om villkoret är oskäligt med hänsyn till avtalets innehåll, omständigheterna vid avtalets tillkomst, senare inträffade förhållanden och omständigheterna i övrigt. Har villkoret sådan betydelse för avtalet att det icke skäligen kan krävas att detta i övrigt skall gälla med ofördrat innehåll får avtalet jämkas även i annat hänseende eller i sin helhet lämnas utan avseende. id prövning enligt första stycket skall särskild hänsyn tagas till behovet av skydd för den som i egenskap av konsument eller eljest intager en underlägsen ställning i avtalsförhållandet.

so they can be definitely applied in the equivalent area of civil law. In other areas the adequacy of this clause should be considered in each case separately. In a such situation coined equivalents are to be considered: *strider mot principer om social samlevnad* ('is in conflict with social norms') or *strider mot god sed* ('is in conflict with good custom'), whereas *god sed* ('good custom') is not a general clause but a principle and term used within labour law.

To sum up the information mentioned above the following remarks may be drawn up

1. The concept of 'good customs / practices' is known both in Polish and Swedish legal system.
2. The concept occurs in translation in phrases *jest sprzeczny z zasadami współzycia społecznego* ('is in conflict with social norms') or *jest sprzecznym z dobrymi obyczajami* ('is in conflict with good faith').
3. The phrase *jest sprzeczny z zasadami współzycia społecznego* ('is in conflict with social norms') was introduced under the socialistic legal system in Poland but is used up to now in legislation and legal practice.
4. The phrase *jest sprzeczny z dobrymi obyczajami* ('is in conflict with good faith') is used in the Code of Commercial Companies.
5. The Swedish equivalent *strider mot tro och heder* ('contrary to faith and honor', 'is in conflict with faith and honor') is applied only for contracts.

Determining translational equivalents for Polish phrase *jest sprzeczny z zasadami współzycia społecznego*, with respect to the dimension of time of source text creation, source text legal reality and meaning, following directives may be formulated:

Directive 1. If in a Polish text formulated in language of law in the period of socialistic legal system the term *sprzeczny z zasadami współzycia społecznego* is used, then it must be translated into Standard Swedish as coined equivalent *strider mot principer om social samlevnad*.

Directive 2. If in a Polish text formulated in language of law after systemic changes of 90-ies the term *sprzeczny z zasadami współzycia społecznego* is used and a contract is meant, then it must be translated into Standard Swedish as *strider mot tro och heder*.

Directive 3. If in a Polish text formulated in language of law after systemic changes of 90-ies the term *sprzeczny z zasadami współżycia społecznego* is used and not a contract is meant, then it must be translated into Standard Swedish as coined equivalent *strider mot god sed*.

6.2.4. Dobro dziecka ('child's interest')

Child's interest is a concept featured in, among others, the Convention on the Rights of the Child passed by UN General Assembly on 20 November 1989 (ratified by Poland in 1991), Article 21:

States Parties that recognize and/or permit the system of adoption shall ensure that the best interests of the child (*dobro dziecka*) shall be the paramount consideration and they shall (...)¹⁰⁸

Within the meaning of the Convention, Child's interest is of overriding value which requires preferential treatment compared with other interests of individuals or legal entities. It constitutes the foundation for all provisions of the Convention on the Rights of the Child. Alongside *child's interest* the Convention also uses other similar terms: best protection of child's interest, properly defined child's interest, overriding child's interest. The Convention on the Rights of the Child does not offer a definition of *child's interest*, while it does, to a degree, define its scope, by indicating such aspects as care, concern and protection.

The concept of *child's interest* in Polish law has long been anchored in the Family Code. "The protection of child's interest is by nature a general clause which must be taken into account in all matters related to children" (Smyczyński 2001: 311). The objective of this clause is the protection of the interest of children to whom the state has a particular duty as they are unable to secure or protect their rights. Equally, Polish law does not define *child's interest*, but it often uses the term. For example, the Family and Guardianship Code understands parental custody as both the obligation and the right to custody over a person and to the care of his/her property and to the raising of the child. Such custody

¹⁰⁸ Artykuł 21. Państwa-Strony uznające i/lub dopuszczające system adopcji zapewnią, aby dobro dziecka było celem najwyższym, i będą (...)

and care must be executed in a manner conducive to, in particular, the *child's interest* and public interest. The legal doctrine deems a definition of *child's interest* to be both of no use and a hindrance in adapting regulations to everyday needs.

The concept of *child's interest* is also enshrined in the Polish Constitution. However, the term Child's interest is not used, instead reference is made to the rights of the child:

Constitution of the Republic of Poland, Article 72:

1. The Republic of Poland shall ensure protection of the rights of the child (*prawa dziecka*). Everyone shall have the right to demand of organs of public authority that they defend children against violence, cruelty, exploitation and actions which undermine their moral sense. [Constitution]¹⁰⁹

This provision commits the state to ensuring protection of the rights of the child, the right to care and support for children without parental custody by public authorities, to protecting the child from violence, cruelty, exploitation and moral decay, and places an obligation on public authorities and persons responsible for the child to hear and as far as possible take into account the child's opinion when making decision regarding his/her rights.

In the Family and Guardianship Code the clause *child's interest* features repeatedly, often to specify in what situations *child's interest* is relevant to the application of law:

- (i) *jeżeli wymaga tego dobro dziecka* – 'if it is in the child's interest' (art. 93),
- (ii) *ze względu na dobro dziecka* – 'having in mind the best interest of the child' (art. 107),
- (iii) *chyba że dobro dziecka wymaga* – 'unless the best interest of a child requires' (art. 107),
- (iv) *jeżeli dobro dziecka jest zagrożone* – 'if a child's interest is at risk' (art. 109),
- (v) *jeżeli dobro dziecka za tym przemawia* – 'if this is in the best interest of the child' (art. 109).

¹⁰⁹ Art. 72. 1. Rzeczpospolita Polska zapewnia ochronę praw dziecka. Każdy ma prawo żądać od organów władzy publicznej ochrony dziecka przed przemocą, okrucieństwem, wyzyskiem i demoralizacją.

Article 93. § 2. If it is in the child's interest (*Jeżeli wymaga tego dobro dziecka*), the court may, in a judgment determining the child's descent, suspend, limit, or deprive one or both parents of parental authority. The provisions of Article 107 and Articles 109 to 111 apply accordingly.¹¹⁰

Article 107. §. 1. If parental authority is vested in both parents living separately, the court of protection may - having in mind the best interest of the child (*ze względu na dobro dziecka*) - define the manner in which the authority is to be exercised and the contacts with the child are to be maintained. (...) Siblings should be brought up together, unless the best interest of a child requires (*chyba że dobro dziecka wymaga*) another settlement.¹¹¹

Article 109. §. 1. If a child's interest is at risk (*Jeżeli dobro dziecka jest zagrożone*), the court of protection shall issue relevant orders.¹¹²
§ 2. (...) The court may entrust the exercise of parental authority to one of the parents while at the same time limiting the parental authority of the other parent to specific obligations and entitlements in relation to the person of the child if this is in the best interest of the child (*jeżeli dobro dziecka za tym przemawia*)¹¹³.

6.2.5. *Barnets bästa* ('child's interest')

The concept of child's interest was first introduced into Swedish legislation in the 1920s, at the time when the enactments were written: regarding children born to married parents (*Lag om barn i äktenskap* SFS 1920:407) and out of wedlock (*Lag om barn utom äktenskap* SFS

¹¹⁰ Art. 93. § 2. Jeżeli wymaga tego dobro dziecka, sąd w wyroku ustalającym pochodzenie dziecka może orzec o zawieszeniu, ograniczeniu lub pozbawieniu władzy rodzicielskiej jednego lub obojga rodziców. Przepisy art. 107 i art. 109-111 stosuje się odpowiednio.

¹¹¹ Art. 107. § 1. Jeżeli władza rodzicielska przysługuje obojgu rodzicom żyjącym w rozłączeniu, sąd opiekuńczy może ze względu na dobro dziecka określić sposób jej wykonywania i utrzymywania kontaktów z dzieckiem. (...) Rodzeństwo powinno wychowywać się wspólnie, chyba że dobro dziecka wymaga innego rozstrzygnięcia.

¹¹² Art. 109. § 1. Jeżeli dobro dziecka jest zagrożone, sąd opiekuńczy wyda odpowiednie zarządzenia.

¹¹³ Art. 109. § 2. (...) Sąd może powierzyć wykonywanie władzy rodzicielskiej jednemu z rodziców, ograniczając władzę rodzicielską drugiego do określonych obowiązków i uprawnień w stosunku do osoby dziecka, jeżeli dobro dziecka za tym przemawia.

1917:376) and on child care (*Barnavårdslagen*, SFS 1924:361). In the current legislation this concept is clearly defined in section 6(2)(a) of the Parental Code (*Föräldrabalk*) and in section 1(2) of the Social Services Act (*Socialtjänstlagen*). Many other pieces of legislation adhere to the concept of child's interest, even though it is only implicit. Examples include the Marriage Code (*äktenskapsbalk*) or Act on special children's guardians (*Lag 1999: 997 om särskilda företrädare för barn*).

Below are two Swedish regulations which use the term *barnets bästa* explicitly. One is from Section 6(2)(a) of the Parental Code:

Child's interest should be overriding when deciding on care, residence and contact with a parent. When determining what is most essential from the perspective of the child's interest, particular attention should be paid to:

- (i) The risk of exposing the child or another family member to attacks (unfair treatment, abuse), the risk of abducting the child out of the country, the risk of detention or another harm, and
- (ii) The child's need of having a close and good contact with both parents¹¹⁴. [transl. M.H.]

In a commentary to the following regulation at *lagen.nu* a link is referred to between this term with the UN Convention on the Rights of the Child. It points out that no other interests may have priority over the child's interest. The cases related to in this regulation are to be considered but this should not be viewed as a complete list. The other regulation which explicitly invokes the concept of the child's interest is from Chapter 5, § 2 of the Social Services Act, *Socialtjänstlag* (2001:453):

When dealing with matters relating to children, particular attention should be paid to the child's interest.

¹¹⁴ Barnets bästa skall vara avgörande för alla beslut om vårdnad, boende och umgänge. Vid bedömningen av vad som är bäst för barnet skall det fästas avseende särskilt vid:

- risken för att barnet eller någon annan i familjen utsätts för övergrepp eller att barnet olovligen förs bort eller hålls kvar eller annars far illa, och
- barnets behov av en nära och god kontakt med båda föräldrarna.

When making decisions or undertaking other actions relating to care or medical treatment of children, the child's interest is overriding. A child is understood to be any human being aged under 18 years.¹¹⁵ [transl. M.H.]

Just as in Polish law, the Swedish legislator refrains from defining the child's interest in order to maintain the flexibility of this term required in specific cases. This term is sometimes called 'an open concept' which means that it does not have the fixed meaning nor specified dos and don'ts which are typical of legal regulations (Schiratzky 2005: 61). The concept is derived from two central ideas of the Convention on the Rights of the Child, firstly, that all children are equal and of the same value, and secondly, that as vulnerable individuals they require special support and protection.

It is noteworthy, however, that Swedish law understands child's interest as a principle rather than a general clause. Due, however, to the lack of legal definition and a similar approach to the meaning of this term in both legislations, this difference should be seen as no more than a formal one. This is because child's interest is a term with no specifically defined meaning and is derived from the non-legal system of values. The fact that the Swedish legal system defines child's interest as a legal rule rather than a general clause has no impact on the process of translation.

When translating this term from Polish to Swedish, we can assume a 1:1 equivalence. Both terms *dobro dziecka* and *barnets bästa* pertain to family law (the Swedish term is also used in administrative law), both relate to the rights of the child and are compatible with the concept of child's interest formulated in the UN Convention on the Rights of the Child. Therefore *dobro dziecka* in the legal context should be translated as *barnets bästa* in Swedish.

¹¹⁵ Vid åtgärder som rör barn ska barnets bästa särskilt beaktas. Vid beslut eller andra åtgärder som rör vård- eller behandlingsinsatser för barn ska vad som är bäst för barnet vara avgörande. Med barn avses varje människa under 18 år.

Translative unit (in Polish): *dobro dziecka* ('child's interest')
Possible translational equivalents in Swedish: only one: *barnets bästa*
(‘child’s interest’).

On the basis of information mentioned above the following directive may be formulated:

Directive. If in a Polish text formulated in language of law the term *dobro dziecka* is used, then it must be translated into Standard Swedish as *barnets bästa*.

6.3. Concluding remarks

The general clause *zasady współżycia społecznego* belong to type 2 of general clauses (Ziemiński 1989) they refer to general assessments and are used to make the law applying more flexible, whereas *dobro dziecka* represents general clauses of type 1, which refers to more concrete situations in a certain field (in this case family law). This is the one reason for the one to one equivalence of the terms *dobro dziecka* and *barnets bästa*. The other reason is the complexity of the terms *zasady współżycia społecznego* and *dobre obyczaje* and *tro och heder*. Despite a similar general concept of the Polish terms on one side and the Swedish potential equivalent on the other side there are differences in their properties and meaning. However, according to legilinguistic translation methods sufficient equivalents may be found.

7. METAPHORS

Metaphors are from the perspective of translation studies a particular research area, as they relate not only to purely linguistic expressions, but also to the image of the world that different languages express. A metaphor can be seen as an element of everyday life, hence it is also present in the language of law. In this section we shall focus on selected examples of metaphorical legal terms in Polish and Swedish and examine (which falls under legilinguistic translatology) whether the process of translating them is different from the translation of non-metaphorical phrases.

7.1. General concepts of metaphor

In traditional definitions metaphor is perceived as a figure of speech in which a word or phrase literally denoting one kind of object or idea is used in place of another to suggest a likeness or analogy between them. That metaphor is merely a stylistic device was put in question by George Lakoff and Mark Johnson, who suggested that metaphors are not merely stylistic, but that they are cognitively important as well:

“(M)etaphor is not just a matter of language, that is, of mere words. We shall argue that, on the contrary, human *thought processes* are largely metaphorical. This is what we mean when we say that the human conceptual system is metaphorically structured and defined. Metaphors as linguistic expressions are possible precisely because there are metaphors in a person's conceptual system. Therefore, whenever in this book we speak of metaphors (...), it should be understood that *metaphor* means *metaphorical concept*.”

Lakoff, Johnson (2003: 6)

Lakoff and Johnson created the concept of conceptual metaphor, which is distinguished from linguistic metaphor (i.e. a metaphor as a stylistic device) by the fact that it is not a literary feature. It is noteworthy that the concept of the conceptual metaphor has been used in analysing metaphors in the language of natural sciences (Zawisławska 2011) as well as in the language of law (Zalewska 2016).

7.2. Metaphors in legal language

Various opinions exist about metaphors in legal language. Jonas Ebbesson (2008) believes that legal discourse is saturated with metaphorical expressions. He sees those primarily ‘in basic conceptions and notions of law, and in expressions for legal acts, actors, subjects, institutions and legal methods’ (Ebbesson 2008: 261). He mentions such examples as ‘defence’, ‘defendant’, which likens legal proceedings to a war, which can also be won or lost. He also makes reference to the phrase ‘sources of law’, which conjures up the source of water. He concludes his deliberations with a statement that a metaphor is a traditional device of persuasion and this is why the language of law could not function without it (Ebbesson 2008: 269).

Other scholars question the metaphorical nature of legal discourse. Matilla argues that it was far richer in metaphors in the medieval Latin than presently:

“Modern legal language is neutral. In contrast to medieval times, it is no longer figurative. Only a few modest traces remain of the colourful legal language of yesteryear, mostly in the form of legal maxims. In modern legal language, metaphor in particular are rare.”

Matilla (2006: 75)

However Matilla recognizes that some legal terms are derived from metaphors because ‘a metaphor is a highly useful linguistic means in cases involving something brand new that has yet to be named’ (Matilla 2006: 76). These terms include ‘burden of proof’,

known in several European languages including Polish, German and Swedish.

7.2.1. *Ciężar dowodu* ('burden of proof')

The expression *ciężar dowodu* is derived from the Latin rule *onus probandi* meaning the requirement to prove an assertion. It was adopted into Polish law as a loan term from German terminology (*Beweislast*). Adrych-Brzezińska (2015) points out that the legal sense of *ciężar dowodu* comes down to giving an answer to the question who should prove and what should be proven. A number of often mutually contradictory theories on the concept alone have emerged around these questions. The question of the burden of proof is of universal nature and related to many branches and disciplines of law, although the term mainly appears in the Civil Code and the Code of Civil Procedure. The basic definition of the term is set out in the Civil Code, Article 6.:

The burden of proving a fact (*ciężar udowodnienia faktu*) shall lie with the person who asserts legal consequences arising from this fact.¹¹⁶

The said legal norm was taken from Roman law (Latin: *Ei incumbit probatio qui dicit, non qui negat*). It is used in all areas of private law, non-litigious proceedings, proceedings to secure claims, enforcement and international law procedures.

Please note that the phrase used in the Civil Code (KC) was a synonym for *ciężar dowodu*, namely *ciężar udowodnienia* (lit. 'burden of proving'). The term *ciężar dowodu* itself appears elsewhere in the Code:

Art. 385(1), § 4. The burden of proof (*ciężar dowodu*) that a term has been individually negotiated shall lie with the person who invokes it.¹¹⁷

¹¹⁶Art. 6. Ciężar udowodnienia faktu spoczywa na osobie, która z faktu tego wywodzi skutki prawne.

¹¹⁷Art. 385¹ § 4. Ciężar dowodu, że postanowienie zostało uzgodnione indywidualnie, spoczywa na tym, kto się na to powołuje.

The doctrine also knows the phrase *ciężar dowodzenia* (lit. ‘burden of proving’). Hence the Polish equivalent of ‘burden of proof’ appears in the legal language in three versions: *ciężar dowodu*, *ciężar udowodnienia* and *ciężar dowodzenia*.

From the lexical point of view, the key word is *ciężar* (‘burden’), which following the USJP-dictionary means, in a literary use, ‘something that is a burden to and crushes somebody, load, pressure’. Hence it is a figurative expression, meaning that producing proof to back up some fact is the duty of the one who, as set out in Art. 6 KC – infers the legal consequence from that fact.

We can apply the Lakoff and Johnson theory here: ‘The essence of metaphor is understanding and experiencing one kind of thing in terms of another’ (Lakoff, Johnson 2003: 5). To illustrate their concept, they resorted to an English metaphor *Argument is war* manifested in many everyday phrases such as *Your claims are indefensible*; *He attacked every weak point in my argument*; *His criticisms were right on target*. (Lakoff, Johnson 2003: 4).

In our case, the phrase *ciężar dowodu* may be assigned to a higher level metaphor: *A duty is a burden*. Therefore, as characteristic feature of metaphors we can highlight one aspect of a concept while hiding others:¹¹⁸ In our case, the metaphor highlights the duty aspect and hides the fact that finding evidence is, for example, one of many actions undertaken in court proceedings.

7.2.2. *Bevisbörda* (‘burden of proof’)

The Swedish term *bevisbörda* (‘burden of proof’) is defined in the legal information portal *lagen.nu* as:

¹¹⁸ “In allowing us to focus on one aspect of a concept (e.g., the battling aspects of arguing), a metaphorical concept can keep us from focusing on other aspects of the concept that are inconsistent with that metaphor. For example, in the midst of a heated argument, when we are intent on attacking our opponent's position and defending our own, we may lose sight of the cooperative aspects of arguing. Someone who is arguing with you can be viewed as giving you his time, a valuable commodity, in an effort at mutual understanding. But when we are preoccupied with the battle aspects, we often lose sight of the cooperative aspects.” (Lakoff, Johnson 2003: 10).

(...) legal concept meaning that if assertions are to be proven in legal proceedings, either litigation party should prove its assertions.
[transl. M.H.]¹¹⁹

The term is then defined in the context of criminal and civil matters. In the former, the entire burden of proof rests with the prosecution who must prove that the defendant acted in the manner alleged by the prosecution and that his/her actions or failure to act were criminal. In civil matters in turn it follows from the practice (used inconsistently) that it is the party claiming something which must support this claim with evidence.

The term *bevisbörda* is rarely found in legal regulations. One of few instances is the Discrimination Act (*Diskrimineringslag*) (2008:567), Section 6(3), where the term appears in the heading:

Burden of proof (*Bevisbörda*):

§ 3. Should the person who claims to have been discriminated against or exposed to repressions indicate the circumstances which provide reasons for assuming that he/she was discriminated against or exposed to repressions, it is for the respondent to prove that no discrimination or repressions have taken place.¹²⁰

The term does however appear in legal literature (e.g. Ekelöf et al. 2011, Ramberg 2014) and extensive case law featured in the *lagen.nu* database, covering civil law (including employment law), criminal law and administrative law (e.g. the law of environment protection or migration). The term *bevisbörda* has a synonym *bevisskyldighet* ('obligation to prove'), used considerably more rarely in legal literature and case law. This is therefore one of the key legal terms, frequently referred to in legal genres but rarely present in enactments.

According to NE.se-dictionary, the word *börda* originates from the Old Swedish *byrþe*, *byrdha* and is closely related to *bära* ('carry'); *börda* means 'burden' or 'load', but is often used metaphorically, including in compound nouns *arbetsbörda*

¹¹⁹ *Bevisbörda* är ett juridiskt begrepp för det förhållandet att när något ska bevisas i en rättegång är det också någon av parterna som ska bevisa vad han påstår.

¹²⁰ Section 6(3). § 3. Om den som anser sig ha blivit diskriminerad eller utsatt för repressalier visar omständigheter som ger anledning att anta att han eller hon har blivit diskriminerad eller utsatt för repressalier, är det svaranden som ska visa att diskriminering eller repressalier inte har förekommit.

(‘workload’), *bevisbörda* (‘burden of proof’) or *försörjningsbörda* (‘financial burden of providing somebody’s maintenance’).

Since both *ciężar dowodu* and *bevisbörda* are typical legal terms of compatible meaning, their parameters can be shown in Table 61 and a translational directive can be drawn up.

Table 61. Properties of the Polish term *ciężar dowodu* and the Swedish term *bevisbörda*

Parameter	Terms	
	Polish term (source language)	Swedish term (target language)
	<i>Ciężar dowodu</i> (<i>ciężar dowodzenia</i> , <i>ciężar udowodnienia</i>)	<i>Bevisbörda</i> (<i>beviskyldighet</i>)
Branch of law	Civil law, Criminal law, Administrative law	Civil law, Criminal law, Administrative law
Lect	Legal	Legal
Genre	Legislation, academic sources	Case law, academic sources
Language variety	Indeterminacy	Standard Swedish

This is drawn up in the directive below:

Directive. If in a Polish text formulated in language of law the term *ciężar dowodu*, *ciężar dowodzenia* or *ciężar udowodnienia* is used, then it must be translated into Swedish as *bevisbörda* or *beviskyldighet*.

These two terms are divergent with respect to the dimension ‘genre’, but they are convergent with respect to all relevant dimensions: ‘language variety’, ‘lect’ and ‘branch of law’ and therefore may be considered sufficiently equivalent.

7.2.3. *Ciężar dowodu spoczywa* (‘the burden of proof lies with...’)

Another metaphorical term we would like to discuss here is the phraseological unit in which the above term appears. Let us first recall

the structure of regulations referred to in the previous subsection. In both examples the term *ciężar dowodu* or *ciężar udowodnienia* appears in a collocation with the verb *spoczywać* ('lie').

Article 6.

The burden of proving (*ciężar udowodnienia*) a fact shall lie (*spoczywa*) with the person who asserts legal consequences arising from this fact.¹²¹

Art. 385(1)

§ 4. The burden of proof (*ciężar dowodu*) that a term has been individually negotiated shall lie (*spoczywa*) with the person who invokes it.¹²²

Following the USJP- dictionary the verb *spocząć* – *spoczywać* belongs to the literary register and may have one of the three meanings:

1. 'sit, lie down, rest',
2. 'be put/placed somewhere, be located somewhere',
3. 'be someone's obligation/duty'.

In the phrase *ciężar dowodu spoczywa* the verb *spoczywa* appears in meaning 3 ('be someone's obligation/duty'). This relates to our previous discussion of Lakoff and Johnson's term 'conceptual metaphor', in which we concluded that the metaphor *ciężar dowodu* highlights the aspect of an obligation. The phrase *ciężar dowodu spoczywa* consistently expresses the same.

7.2.4. *Bevisbördan åligger/åvilar/åläggs/ha* ('burden of proof lies')

Equivalent examples in Swedish are provided mainly by case law and legal literature, because of the above mentioned absence of these phrases in the legislation. Four variants can be frequently found:

¹²¹ Art. 6. Ciężar udowodnienia faktu spoczywa na osobie, która z faktu tego wywodzi skutki prawne.

¹²² Art. 385¹ § 4. Ciężar dowodu, że postanowienie zostało uzgodnione indywidualnie, spoczywa na tym, kto się na to powołuje.

(i) *bevisbördan åligger* ('burden of proof lies')

Similarly as with the Polish verb *spoczywać*, *åligga* is exclusively used in literary language. *Åligga* means 'a formal obligation of an individual, agency etc., usually of legal or customary nature; this verb normally appears in legal contexts (NE.se_dictionary), e.g. in law case NJA 2007 p. 157.

(ii) *bevisbördan åvilar* ('burden of proof lies')

The verb *åvilar* ('lie/rest') is in the formal style and signifies someone being charged with responsibility (NE.se_dictionary), Martinger (2013: 35).

(iii) passive form *bevisbördan åläggs* ('burden of proof is placed')

The verb *ålägga* ('lie/rest') is in the formal style and means that an individual or an agency requires somebody to meet an obligation. This verb is usually used in the legal context, e.g. law case NJA 2009 p. 64.

(iv) *ha bevisbördan* ('have burden of proof')

The verb *ha* is in the informal style. It often appears in literature, on websites and in blogs, e.g. Melin (2012: 67), Ekelöf et al. (2011: 31), Ramberg 2014: 91).

Just as we have concluded that the terms *ciężar dowodu/bevisbörda* are of metaphorical nature, both expressing the obligation to provide evidence, the quoted collocations in both languages can be treated as metaphors, given that (almost) all Polish and Swedish verbs featured in them fulfil the same function: they highlight the obligatory nature. The only exception here is the Swedish collocation with the verb *ha* ('have'), which is closer to colloquial in register. It is noteworthy, nevertheless, that the examples with *ha* do not be found in case law, it can therefore be assumed that when translating, for example, Polish legislation into Swedish, this variant should be left out. These deliberations are illustrated in Table 62, which form the basis for the following directive.

Table 62. Properties of the Polish term *ciężar dowodu spoczywa* and the Swedish term *bevisbörda åligger, åligger, åvilar, ålägg* etc.

Parameter	Terms		
	Polish term (source language)	Swedish terms (target language)	
	<i>Ciężar dowodu spoczywa, Ciężar dowodzenia spoczywa, Ciężar udowodnienia spoczywa</i>	<i>Bevisbördan/ beviskyldighet åligger, åvilar, ålägg</i>	<i>Ha bevisbördan</i>
Branch of law	Civil law, Criminal law, Administrative law	Civil law, Criminal law, Administrative law	Civil law, Criminal law, Administrative law
Lect	Legal	Legal	Vernacular
Genre	Legislation, academic sources	Case law, academic sources	Academic sources, blogs, web pages
Language variety	Indeterminacy	Standard Swedish	Standard Swedish

Directive 1. If in a Polish text formulated in language of law the term *ciężar dowodu /ciężar udowodnienia/ ciężar dowodzenia spoczywa* is used, then it must be translated into Swedish as *bevisbördan åligger, bevisbördan ålägg, bevisbördan åvilar*.

These terms are divergent with respect to the dimension ‘genre’, but they are convergent with respect to all relevant dimensions: ‘language variety’, ‘lect’ and ‘branch of law’ and therefore may be considered sufficiently equivalent.

Directive 2. If in a Polish text the term *ciężar dowodu /ciężar udowodnienia/ciężar dowodzenia spoczywa* within vernacular lect is used, then it must be translated into Swedish as *ha bevisbördan*.

These terms are divergent with respect to the dimension ‘genre’, but they are convergent with respect to all relevant dimensions: ‘language variety’, ‘lect’ and ‘branch of law’ and therefore may be considered sufficiently equivalent.

7.3. Concluding remarks

To conclude we can again return to the Lakoff & Johnson concept, namely that of orientational metaphors, which Lakoff and Johnson explain as follows:

“We will call these *orientational metaphors*, since most of them have to do with spatial orientation: up-down, in-out, front-back, on-off, deep-shallow, central-peripheral. These spatial orientations arise from the fact that we have bodies of the sort we have and that they function as they do in our physical environment. Orientational metaphors give a concept a spatial orientation; for example, HAPPY IS UP. The fact that the concept HAPPY is oriented UP leads to English expressions like "I'm feeling *up* today."

Lakoff, Johnson (2003:15)

Verbs expressing that something ‘lies’, ‘rests’, ‘is charged upon someone’ (*spoczywać*, *åvila*, *åligga*, *åläggga*), just as nouns *ciężar* and *börda* (‘burden’) evoke downward movement, and so something difficult and burdensome. Lakoff and Johnson explain that the concept of orientational metaphors results from our physical and cultural experience. They observe that orientational metaphors can vary from culture to culture. In the case of the Polish and Swedish metaphors described here it seems evident that cultural experiences are comparable in both countries as they express themselves in similar conceptual and orientational metaphors, which greatly facilitates their translation. A more comprehensive, cognitivist analysis, which we cannot undertake here, would certainly provide a more complete picture of metaphors and their translation in these two languages.

8. EUPHEMISMS

An euphemism is a word or expression, which is used in place of another that may be found offensive or suggest something unpleasant. Euphemisms are related to taboo topics in culture or religion. Sometimes they are used due to political or moral censorship or motivated by political correctness. Halina Dąbrowska, who researched Polish euphemisms, found out that euphemisms in varied cultures are very frequently used in relation to death, diseases, parts of the body, bodily functions, the supreme being, the devil and crime (Dąbrowska 1993: 68). Of those topics two are of legal significance: words related to death and crime. Therefore in this chapter we shall concentrate on terms related to death and crimes in Polish and Swedish.

8.1. Polish equivalents connected to death

Translative units *śmierć/zgon* ('death'), *umrzeć* ('die')

According to death circumstances two terms in Polish legislation are used: *śmierć* ('death'), which is a neutral, colloquial word or *zgon* ('exitus'), which is a medical term or a formal legal term. *śmierć* can be also used in medical lect (e.g. in the phrase *śmierć fizjologiczna* ('physiological death'), that is why *śmierć* is regarded here as representing the vernacular or medical lect. Both examples below are taken from the Code of Civil Procedure.

KPC, Article 538(2). A moment which, according to the circumstances, is the most probable moment of death (*śmierć*) shall be indicated as the moment of the presumed death and where there is

no data whatsoever - it shall be the first day of the time limit upon the lapse of which declaring the person dead has become possible.¹²³

KPC Article 538(1). A declaration of death (*zgon*) should precisely specify the time of death on the basis of the outcome of proceedings.¹²⁴

The meaning of the verb ‘to die’ is expressed mostly by one Polish verb: *umrzeć* (‘die’), however the verb is used in a more formal variant *zmarł* (‘died’), *notumarł* (‘died’), the latter pertaining to the vernacular lect.

KPC Article 31(1). It shall be presumed that the missing person died (*umrzeć – zmarł*) at the moment indicated in a court decision on declaring a person dead.¹²⁵

8.2. Swedish equivalents connected to death

Possible equivalents in Swedish: *död* (‘death’), *dö/avlida* (‘die’)

For death in Swedish the word *död* or *dödsfall* is used, whereas *död* represents vernacular lect (neutral register) or medical lect (formal register) and *dödsfall*, which means ‘death of one person’, represents legal lect (formal register). However, the primary meaning of *död* is general and the lect vernacular. A search in the linguistic corpus *Spraakbanken*¹²⁶ confirms this: The noun *död* appears approx. 275 000 times, while the noun *dödsfall* only approx. 21 000 times. All examples below are taken from the Inheritance Code (*Ärvdabalk*):

¹²³ Art. 31§ 2. Jako chwilę domniemanej śmierci zaginionego oznacza się chwilę, która według okoliczności jest najbardziej prawdopodobna, a w braku wszelkich danych - pierwszy dzień terminu, z którego upływem uznanie za zmarłego stało się możliwe.

¹²⁴ Art. 538. § 1. W postanowieniu stwierdzającym zgon należy chwilę śmierci ściśle oznaczyć, stosownie do wyników postępowania.

¹²⁵ Art. 31.§ 1.Domniemywa się, że zaginiony zmarł w chwili oznaczonej w orzeczeniu o uznaniu za zmarłego.

¹²⁶ <https://spraakbanken.gu.se>

Chap.1(1). Succession estate may be inherited only by a person who is alive at the moment of the death (*död*) of the testator (...) ¹²⁷

Chap. 7(4) (...) If at the moment of the death (*dödsfall*) the gift was not done (...) ¹²⁸

The meaning of the verb ‘to die’ is expressed by the verb *dö* representing vernacular lect or a formal verb representing legal lect *avlida*, which is marked as a euphemism in the National Encyclopedin (NE.se_euphemism). A question arises if the verb *avlida* is still considered an euphemism in the legal lect - euphemisms often lose their masking value and take over the meaning of the replaced words, i.e. they become then synonyms of words they have replaced. It’s highly possible, because the verb *avliden* frequently appears in this Act, even in other forms – as adjective *avliden* (‘dead person’) or expression *vara avliden* (‘be dead’) – see examples from the Inheritance Code below. – However, for the purpose of this study the verb *avlida* shall be considered an euphemism, as stated in the above source.

Chap. 11(6). If the successor dies (*dö*), before he/she exercised his/her right (...) (...) [transl. M.H.] ¹²⁹

Chap. 6(6). If the successor who had taken an advance payment died (*avlida*) before the testator (...) (...) [transl. M.H.] ¹³⁰

Chap. 1(2). If the successor to the estate is also dead (...) [=is dead] (*vara avliden*) (...) [transl. M.H.] ¹³¹

Chap. 20(2) (...) The surviving spouse or partner of the deceased (*den avlidne*) must be called on (*den avlidne*). [transl. M.H.] ¹³²

Properties and dimensions for the above terms are presented in Tables 63 and 64. For the purpose of this chapter we have introduced an additional dimension: the register. There are three possibilities within this dimension: neutral, formal or euphemism. Most examples are of the neutral or formal ones. In the legal and medical lect

¹²⁷ 1 Kap. 1 §. Arv kan tagas endast av den som lever vid arvlåtarens död (...)

¹²⁸ 7 kap. 4 §. (...) Var vid dödsfallet gåvan ej fullbordad, må den ej, med mindre särskilda skäl äro därtill, göras gällande, i den mån det skulle lända till intrång i bröstarvinges laglott.

¹²⁹ 11 kap. 6 §. Dör testamentstagare innan hans rätt inträtt (...)

¹³⁰ 6 kap. 6 § Har arvinge som mottagit förskott avlidit före arvlåtaren (...)

¹³¹ 1 kap. 2 § Är arvinge till den, efter vilken arv fallit, jämväl avliden (...)

¹³² 20 kap. 2 § (...) Den avlidnes efterlevande make eller sambo skall alltid kallas.

the register is automatically formal and in the vernacular lect – neutral. But sometimes the lect can be both vernacular and medical (e.g. *śmierć* and *död* ‘death’), then the register can be neutral or formal, depending on the current usage.

Table 63. Dimensions relevant to the Polish terms *śmierć* and *zgon* and their Swedish equivalents *död* and *dödsfall*

Dimensions	Terms			
	Polish terms (source language)		Swedish terms (target language)	
	<i>śmierć</i>	<i>zgon</i>	<i>död</i>	<i>dödsfall</i>
Lect	Legal	Legal	Legal	Legal
Genre	Legislation	Legislation	Legislation	Legislation
Branch of law	Civil law	Civil law	Civil law	Civil law
Lect	Vernacular, Medical	Legal, medical	Vernacular, medical	Legal
Register	Neutral, formal	Formal	Neutral, formal	Formal

Table 64. Dimensions relevant for the Polish term *umierać* and the Swedish equivalents *dö* and *avlida*

Dimensions	Terms		
	Polish terms (source language)	Swedish terms (target language)	
	<i>umrzeć</i> (<i>zmarł</i> in Past tense)	<i>dö</i>	<i>avlida</i>
Lect	Legal	Legal	Legal
Genre	Legislation	Legislation	Legislation
Branch of law	Civil law	Civil law	Civil law
Lect	Legal	Vernacular, medical	Legal
Register	Formal	Neutral, formal	Formal, euphemism

8.3. Polish equivalents connected to killing

Translative units *zabijać* ('kill')/*pozbawiać życia* ('deprive somebody of life')

There is one very frequently used verb which expresses 'to kill' in Polish – *zabijać*. It is commonly used in the Criminal Code (KK) in crime definitions – below are two examples:

KK Art. 148(1). Whoever kills (*zabijać*) a human, is subject to the penalty of deprivation of liberty for no less than 8 years, the penalty of deprivation of liberty for 25 years or the penalty of deprivation of liberty for life.¹³³

KK Art. 149. A mother who kills (*zabijać*) an infant during the period of delivery under the influence of its course, is subject to the penalty of deprivation of liberty for between 3 months and 5 years.¹³⁴

In the Civil Code (KC), an expression *pozbawić życia* ('deprive somebody of life') may also be found like, a euphemistic substitute for the verb *zabić* ('to kill'):

KC Article 899(2). The donating party's heirs may revoke the donation on account of ingratitude only when the donating party at the moment of his death was entitled to revoke it or where the benefiting party has intentionally deprived the donating party of life (*pozbawić życia*) or has intentionally brought about a health disorder whose consequence was the donating party's death.¹³⁵

¹³³ Art. 148. § 1. Kto zabija człowieka, podlega karze pozbawienia wolności na czas nie krótszy od lat 8, karze 25 lat pozbawienia wolności albo karze dożywotniego pozbawienia wolności.

¹³⁴ Art. 149. Matka, która zabija dziecko w okresie porodu pod wpływem jego przebiegu, podlega karze pozbawienia wolności od 3 miesięcy do lat 5.

¹³⁵ KC, Art. 899. 2. Spadkobiercy darczyńcy mogą odwołać darowiznę z powodu niewdzięczności tylko wtedy, gdy darczyńca w chwili śmierci był uprawniony do odwołania albo gdy obdarowany umyślnie pozbawił darczyńcę życia lub umyślnie wywołał rozstrój zdrowia, którego skutkiem była śmierć darczyńcy.

8.4. Swedish equivalents connected to killing

Possible equivalents in Swedish: *döda* ('to kill')/*beröva livet* ('deprive somebody of life')

The possible equivalents are taken from the Swedish Penal Code (*Brottsbalk*). Like in Polish, the common verb (*döda*, 'to kill') is used frequently. Surprisingly, however, another phrase is used in the main definition of murder: *beröva livet* ('deprive someone of life'). This is an euphemism, just like in the Polish provision KC Article 899(2).

Penal Code (*Brottsbalk*):

Chap. 3(3) If a woman kills (*dödar*) her child at its birth (...) ¹³⁶

Chap. 26(5). Whoever deprives someone of life (*berövar livet*), shall be sentenced to imprisonment for a specified duration of at least 10 and maximum 18 years (...) ¹³⁷ [transl. M.H.]

Table 65 lists the parameters for the above four terms.

Table 65. Dimensions relevant for the Polish terms *zabijać* and *pozbawiać życia* and the Swedish equivalents *döda* and *beröva livet*

Dimensions	Terms			
	Polish terms (source language)		Swedish terms (target language)	
	<i>Zabijać</i>	<i>Pozbawiać życia</i>	<i>Döda</i>	<i>Beröva livet</i>
Lect	Legal	Legal	Legal	Legal
Genre	Legislation	Legislation	Legislation	Legislation
Branch of law	Criminal law	Civil law	Criminal law	Criminal law
Lect	Vernacular	Legal	Vernacular	Legal
Register	Neutral	Formal, euphemism	Neutral	Formal, euphemism

¹³⁶ 3 kap., 3 § *Dödar* kvinna sitt barn vid födelsen (...) ...

¹³⁷ 1 kap., § 1. Den som *berövar* annan *livet*, döms för mord till fängelse på viss tid, lägst tio och högst arton år (...)

8.5. Polish equivalents connected to the punishment

Translative units in Polish *kara pozbawienia wolności* ('deprivation of liberty')

The term *kara pozbawienia wolności* ('deprivation of liberty') used in the Criminal Code is formal and euphemistic at the same time. It is used in order to avoid the phrase *kara więzienia* ('imprisonment', 'prison term') which exists in the vernacular lect but suggests stigmatizing. The formal and euphemistic phrase *kara pozbawienia wolności* underlines the serious character of this penalty.

KK Art. 7(2). A felony is a prohibited act penalised with the penalty of deprivation of liberty (*kara pozbawienia wolności*) (for a period of no less than 3 years or with a more severe penalty).¹³⁸

Possible equivalent in Swedish: *fängelsestraff* ('imprisonment')

The Swedish term *fängelsestraff* ('imprisonment') represents the legal lect and formal register, which is reflected by the linguistic corpus *Spraakbanken* – only 430 examples could be found. The example below is taken from the Swedish Penalty Code:

Chap. 26(6) A person serving imprisonment (*fängelsestraff*) for a fixed term shall, unless it follows otherwise from the second or third paragraph or by Section 7, be conditionally released when two-thirds of the sentence, but at least one month, has been served.¹³⁹
[transl. M.H.]

¹³⁸Art. 7. § 2. Zbrodnią jest czyn zabroniony zagrożony karą pozbawienia wolności na czas nie krótszy od lat 3 albo karą surowszą.

¹³⁹Kapitel 26, 6 § När två tredjedelar av ett tidsbestämt fängelsestraff, dock minst en månad, har avtjänats skall den dömda friges villkorligt, om inte annat följer av andra eller tredje stycket.

Translative unit in Polish *zakład karny* ('penal establishment')

The term *zakład karny* ('penal establishment') is both formal and euphemistic (like in previous example *kara pozbawienia wolności* ('deprivation of liberty')). In the vernacular lect the word *więzienie* ('prison') would be used, but this word would be more stigmatizing than *zakład karny*. The example is quoted from the Code of Criminal Procedure (*Kodeks postępowania karnego*).

Article 589a(1). With respect to a person deprived of liberty within the territory of a foreign state, extradited temporarily in order to testify as witness or to conduct other procedural action with their participation before a Polish court or public prosecutor, the regional court with the jurisdiction over the place of the performance of the action shall order placing the extradited person in a Polish penal establishment (*zakład karny*)¹⁴⁰

8.6. Swedish equivalents connected to the punishment

Possible equivalents in Swedish: *kriminalvårdsanstalt* ('penitentiary facility')

The term *kriminalvårdsanstalt* ('penitentiary facility') used in the passage below is formal and euphemistic. A corresponding Swedish word *fängelse* ('prison') exists in the vernacular lect and is very common – ca. 92 000 examples of *fängelse* could be found in *Spraakbanken*, significantly more than *kriminalvårdsanstalt* – only 319 examples. The example below is taken from the Swedish Penal Code:

¹⁴⁰ Art. 589a. § 1. Wobec osoby pozbawionej wolności na terytorium państwa obcego, czasowo wydanej w celu złożenia zeznań w charakterze świadka lub dokonania z jej udziałem innej czynności procesowej przed polskim sądem lub prokuratorem, sąd okręgowy miejsca wykonania czynności zarządza umieszczenie osoby wydanej w polskim zakładzie karnym (...)

Chap. 26(5) Whoever is sentenced to imprisonment shall be placed in a penitentiary facility (*kriminalvårdsanstalt*) to serve his/her term, if not otherwise ordered. The Act (1998:604).¹⁴¹ [transl. M.H.]

Table 66 features the parameters for the above four terms.

Table 66. Dimensions relevant for the Polish terms *kara pozbawienia wolności* and *zakład karny* and the Swedish equivalents *fängelsestraff* and *kriminalvårdsanstalt*

Dimensions	Terms			
	Polish terms (source language)		Swedish terms (target language)	
	<i>Kara pozbawienia wolności</i>	<i>Zakład karny</i>	<i>Fängelsestraff</i>	<i>Kriminalvårdsanstalt</i>
Lect	Legal	Legal	Legal	Legal
Genre	Legislation	Legislation	Legislation	Legislation
Branch of law	Criminal law	Criminal law	Criminal law	Criminal law
Lect	Legal	Legal	Legal	Legal
Register	Formal, euphemism	Formal, euphemism	Formal	Formal, euphemism

On the base of the above information following remarks can be formulated:

1. In the legal lect (genre: legislation), Polish and Swedish terms related to taboo topics such as death and crime may be expressed by utterances representing the legal or vernacular lect.
2. The utterances in the vernacular lect represent neutral register.
3. The utterances in the legal lect are formal.
4. In Polish, the formal register is sometimes expressed by a special grammatical form, such as *zmarł* in past tense (infinitive *umrzeć* ‘to die’), an alternative to *umarł*.
5. Some of the formal expressions are euphemisms, such as in Polish: *pozbawiać życia* (‘deprive of life’), *kara pozbawienia wolności* (‘deprivation of liberty’), *zakład karny* (‘penal establishment’) and in

¹⁴¹ 5 § Den som dömts till fängelse skall för verkställighet av straffet tas in i kriminalvårdsanstalt om inte annat är särskilt föreskrivet. Lag (1998:604).

Swedish: *avlida* ('to die'), *beröva livet* ('deprive of life'), *kriminalvårdsanstalt* ('penitentiary facility').

Furthermore, the following directives may be formulated:

Directive 1. The Swedish term *död* must be used as the translational equivalent for the Polish term *śmierć* as it is convergent with respect to the dimension of 'branch of law': civil law and the lect: vernacular lect.

Directive 2. The Swedish term *dödsfall* must be used as the translational equivalent for the Polish term *zgon*, with respect to the dimension of 'branch of law': civil law and the lect: legal lect.

Directive 3. The Swedish terms *dö* or *avlida* must be used as the translational equivalent for Polish term *umrzeć*, with respect to the dimension of 'branch of law': civil law.

Directive 4. The Swedish term *avlida* must be used as the translational equivalent for Polish term *umrzeć*, with respect to the dimension of 'branch of law': civil law and the lect: legal lect.

Directive 5. The Swedish term *döda* must be used as the translational equivalent for Polish term *zabijać*, with respect to the dimension of 'branch of law': criminal law and the lect: vernacular lect.

Directive 6. The Swedish term *beröva livet* must be used as the translational equivalent for Polish term *pozbawiać życia*, with respect to the dimension lect: legal lect the Swedish term *beröva livet*. These terms are complementary in respect to the dimension branch of law, but they are convergent in respect to the dimension lect and the meaning, therefore they may be considered sufficiently equivalent.

Directive 7. The Swedish term *fängelsestraff* must be used as the translational equivalent for Polish term *kara pozbawienia wolności*, with respect to the dimension of 'branch of law': criminal law and the lect: legal lect.

Directive 8. The Swedish term *kriminalvårdsanstalt* must be used as the translational equivalent for Polish term *zakład karny*, with respect

to the dimension of ‘branch of law’: criminal law and the lect: legal lect.

8.7. Concluding remarks

It can be concluded that legal terms related to death and crime may be frequently expressed by euphemisms both in Polish and Swedish as they represent taboo topics in both cultures. It is noteworthy that euphemisms replace other expressions which represent formal register. Their role is to mask the crass or stigmatizing meaning hidden in the replaced terms. Obviously the question arises, which of them can still be recognized as euphemisms by the native speakers. As mentioned before in this chapter, euphemisms often lose their masking value and become synonyms of words they have replaced. In our opinion this may have been the case with the Swedish verb *avlida* (‘to die’) which appears relatively often in the Swedish legal language. In Polish, the term *zakład karny* is in our opinion already regarded as a synonym for the expression from vernacular lect *więzienie* (‘prison’). At the other end, the Polish term *kara pozbawienia wolności* (‘deprivation of liberty’) may still mask the meaning of *kara więzienia* (‘imprisonment’). Such questions could be addressed by a special cognitive linguistics study.

9. TRANSLATIONAL ALGORITHMS FOR POLISH AND SWEDISH LEGAL TERMS

In the following section some translational algorithms will be presented, which are based on Matulewska's concepts (Matulewska 2013, 2017). Algorithms are systematic proceedings for establishing optimal equivalents. The purpose with this part is to give the translator a ready-made tool using some earlier presented terms and some new examples.

The presentation includes following translational algorithms:

1. Algorithm for monosemous term
2. Algorithm for synonymous terms
3. Algorithm for linguistically polysemous term
4. Algorithm for legally polysemous term
5. Algorithm for a term without a sufficient equivalent in national law
6. Algorithm for a non-equivalent term

The translational algorithm are composed of the following steps:

1. Determining the potential source text unit meaning
2. The source text unit meaning interpretation
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

9.1. Translational algorithm for monosemous term

Term: *rozwiązanie małżeństwa przez rozwód* ('dissolution of marriage by divorce')

Step 1. Determining the potential source text unit meaning

The meaning of the Polish term *rozwiązanie małżeństwa przez rozwód* has been introduced in Section 1. The term is defined in Article 56. § 1. of the Family and Guardianship Code as a way to dissolve a marriage by court, at spouses' request, in case of complete and irretrievable breakdown of marriage.

Step 2. The source text unit meaning interpretation/calculation

As the term is monosemous, namely it has only one meaning, it is determined to be the correct one.

Step 3. Establishing the set of all potential target text equivalents

The set of potential target text equivalents for translation of the term into Swedish may be as follows: *skilsmässa* and *äktenskapsskillnad*. Both of them mean to dissolve a marriage by divorce. The term *äktenskapsskillnad* is regulated in the Swedish Family Code.

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

In Table 67 the equivalents will be analysed with respect to such relevant dimensions as:

- (i) branch of law
- (ii) sub-branch of law
- (iii) lect.

Table 67. Dimensions relevant for the terms *rozwiązanie małżeństwa przez rozwód*, *skilsmässa* and *äktenskapsskillnad*

	<i>Rozwiązanie małżeństwa przez rozwód</i>	<i>Skilsmässa</i>	<i>Äktenskapsskillnad</i>
Branch of law: Civil law	yes	yes	yes
Sub-branch of law: Family law	yes	yes	yes
Lect: legal	yes	no	yes
Lect: vernacular	no	yes	yes

Step 5. Determining filters eliminating incorrect meanings

The filter eliminating meanings is lect. The term *skilsmässa* represents vernacular lect, whereas *äktenskapsskillnad* represents legal lect. Let us assume that we translate a divorce judgment into Swedish.

Step 6 Choosing an optimal equivalent or coining such an equivalent

The equivalent which should be chosen in that particular situation is the term *äktenskapsskillnad*.

Step 7 The monitoring stage

As we have decided that the translator has to translate a judgment into Swedish, the equivalent *skilsmässa* is not correct.

9.2. Translational algorithm for synonymous term

Term: *umowa* ('agreement')

Step 1. Determining the potential source text unit meaning

Umowa ('agreement') is a legally binding arrangement. The Civil Code (KC) provides that an agreement may be entered into in any manner, unless the legislation or the agreement itself stipulates otherwise. Under the Polish law an agreement may be entered into verbally, in writing (Article 606 KC), in an electronic format (Article

60 KC, Article 78 KC) or as a notarial deed. Generally, no specific form is prescribed.

Step 2. The source text unit meaning interpretation/calculation

The term is monosemous and its meaning is determined by statutory instruments.

Step 3. Establishing the set of all potential target text equivalents

There are three potential equivalents in Swedish:

1. *avtal*

Avtal is a legally binding arrangement between two parties regarding their mutual right and duties. An agreement is normally entered into by one party making an offer, and the other accepting it. There are three principal methods of entering into an agreement:

(i) consensual agreement: an agreement which is valid regardless of the method of concluding it,

(ii) formal agreement: most agreements. This means that they are valid even if they have been entered into verbally.

(iii) actual agreement: a type of agreement which, to be valid, must be concluded in a specific form. Land lease or tenancy belong to this category. These agreements are invalid if entered into verbally.

2. *kontrakt*

The Swedish term *kontrakt*, meaning a written agreement, is a synonym for *avtal*. Its most frequent type is *köpekontrakt* ('purchase agreement'). The Swedish word *kontrakt* can also be found, for example, in the compound noun *kontraktsvård* describing addiction treatment on the basis of an agreement made with a convict (Penal Code, BrB). *kontrakt* is a written form of agreement.

3. *ackord*

The term *ackord* is used in a bankruptcy context in the Swedish Bankruptcy Act (*Konkurslagen*) and in relation to bailing out insolvent companies in the Company Restructuring Act (*Lagen om företagskonstruktion*). *Ackord* is a written form of agreement.

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

In Table 68 Polish term and its possible Swedish equivalents will be analyzed according to such relevant dimensions as:

- (i) branch of law
 - (ii) sub-branch of law
- and an attribute:
- (i) the way of entering of agreement.

Table 68. Dimensions relevant for the terms *umowa*, *avtal*, *kontrakt* and *ackord*

	Polish term <i>umowa</i>	Swedish term <i>avtal</i>	Swedish term <i>kontrakt</i>	Swedish term <i>ackord</i>
Branch of law: Civil law	yes	yes	yes	yes
Sub-branch of law: Substantive law	yes	yes	yes	no
Sub-branch of law: Bankruptcy law	no	no	no	yes
The way to enter: verbal	yes	yes	no	no
The way to enter: written	yes	yes	yes	yes

Step 5. Determining filters eliminating incorrect meanings

The filters eliminating incorrect meanings are the dimensions of branch of law resp. sub-branch of law and the way of entering into the contract. Let us assume that we deal with a written agreement concerning rental of a flat.

Step 6 Choosing an optimal equivalent or coining such an equivalent

According to the above mentioned filters we can eliminate the equivalent *ackord* as it represents a different sub-branch of law (bankruptcy law). Both *avtal* and *kontrakt* can be chosen as equivalents in this translative situation.

The form of concluding the agreement turned out to be a less suitable filter, because both *avtal* (concerning rental of a flat) and *kontrakt* are written.

According to the above mentioned filters we can eliminate the equivalent *ackord*. Both *avtal* and *kontrakt* can be chosen as equivalents in this translational situation.

Step 7 The monitoring stage

Having decided that the document which has to be translated concerns rental of a flat, we can accept both terms *avtal* and *kontrakt* as translational equivalents.

9.3. Translational algorithm for the legally polysemous term

Term: *rozporządzenie* ('regulation', 'disposition')

Step 1. Determining the potential source text unit meaning

The term *rozporządzenie* has been introduced in Section 3.3.(Chapter: The relation of Polysemy). Now its meaning will be briefly recalled. The Polish term *rozporządzenie* is polysemous and has the following meanings:

- (i) verbal noun formed of the verb 'rozporządzić' ('dispose', 'manage'),
- (ii) 'statutory instrument of a lower rank than act': 'regulation', 'decree',
- (iii) official order by an entitled person: 'order', 'instruction', 'disposal'.

Rozporządzenie is a verbal noun with three referential meanings. We focus on the meanings (ii) and (iii), as meaning (i) belongs to literary register. A more detailed investigation, presented below, confirms that

the two meanings are of legal character. Meaning (ii) refers to a regulation as a normative act, usually issued by an executive authority (e.g. government) on the basis of enactments with the purpose of enforcing them. Meaning (iii) refers to an official order by an entitled person. The term is frequently used in the context of inheritance law. The following example is taken from the Civil Code:

Article 1036. An heir may, with the consent of the remaining heirs, dispose of a share in the asset belonging to the estate. In the absence of the consent of any of the remaining heirs, the disposition (*rozporządzenie*) shall be ineffective (...)¹⁴²

Within the context of the will, a related term *rozrządzenie testamentowe* ('testamentary disposition') is used. It includes: appointment of a beneficiary, substitution, legacy, disinheritance, appointing an executor. An example from the Civil Code confirms this usage:

Article 968. § 1. The decedent may, by way of a testamentary disposition (*rozrządzenie testamentowe*), oblige a statutory or testamentary heir to render specific property-related performance for the benefit of the specified person (ordinary legacy).¹⁴³

Step 2. The source text unit meaning interpretation/calculation

The term is polysemous, i.e. it has more than one meaning. One of them (i) is not legal and will be excluded. Meanings (ii) and (iii) are legal but they are distant to each other.

Step 3. Establishing the set of all potential target text equivalents

The set of possible target text equivalents of the term *rozporządzenie* is:

(i) *förordning*

According to Melin (2012: 166) *förordning* denotes governmental statutory instruments.

¹⁴² KC, Art. 1036. Spadkobierca może za zgodą pozostałych spadkobierców rozporządzić udziałem w przedmiocie należącym do spadku. W braku zgody któregokolwiek z pozostałych spadkobierców rozporządzenie jest bezskuteczne (...)

¹⁴³ Art. 968. § 1. Spadkodawca może przez rozrządzenie testamentowe zobowiązać spadkobiercę ustawowego lub testamentowego do spełnienia określonego świadczenia majątkowego na rzecz oznaczonej osoby (zapis zwykły).

(ii) *förordnande* (1)

Förordnande (1) is ‘an official order issued by an entitled person. Related terms are *testamentariskt förordnande* or *testamentsförordnande* (‘testamentary disposition’).

(iii) *förordnande* (2)

However, the term *förordnande* has an additional meaning. It means also to award somebody temporarily a function or a job, by virtue of an administrative decision or a regulation, e.g. *förordnande av en advokat* (‘appointment of a lawyer’) (NE.se- dictionary).

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

Polish terms and their possible equivalents will be analyzed in respect to following dimensions:

- (i) branch of law
- (ii) sub-branch of law.

Table 69. Dimensions relevant for the terms *rozporządzenie*, *förordnande* and *förordning*

	Polish terms		Swedish terms		
	<i>Rozporządzenie</i> (1)	<i>Rozporządzenie</i> (2)	<i>Förordnande</i> (1)	<i>Förordnande</i> (2)	<i>Förordning</i>
Branch of law: Constitutional law	yes	no	no	no	yes
Branch of law: Civil law	no	yes	yes	yes	no
Sub-branch of law: Substantive law	no	yes	yes	no	no

	Polish terms		Swedish terms		
	<i>Rozporządzenie</i> (1)	<i>Rozporządzenie</i> (2)	<i>Förordnande</i> (1)	<i>Förordnande</i> (2)	<i>Förordning</i>
Sub-branch of law: Inheritance law	no	yes	yes	no	no
Sub-branch of law: Procedural law	no	no	no	yes	no

Step 5. Determining filters eliminating incorrect meanings

The filters eliminating incorrect meanings refer to the dimension branch of law and sub-branch of law.

Let us assume that the translator has to render a translation about a disposal of a right in terms of art. 92 § 1 in Civil Code:

Article 92. § 1. If a juridical act comprising the disposal of a right (*rozporządzenie prawem*) was made on condition (...) ¹⁴⁴

Then the source text unit equivalent is *rozporządzenie* (2). The term *förordning* can be eliminated as representing constitutional law. The same concerns *förordnande* (2) as a part of court proceedings, but *förordning* (1) turns out to be a term representing the same sub-branches of law as *rozporządzenie* (2).

Step 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 *förordnande* (1).

Step 7. The monitoring stage

Having decided that the translator has to render a translation of a document concerning disposal of a right, we have to choose

¹⁴⁴ KC, Art. 92. § 1. Jeżeli czynność prawna obejmująca rozporządzenie rozporządzenie prawem została dokonana pod warunkiem (..)

förordnande (1). The comparison of the calculated meaning of the source text unit *rozporządzenie* with the meaning of the target text equivalent *förordnande* (1) enables us to decide that this term is an optimal translation equivalent.

9.4. Translational algorithm for term without equivalent in Swedish national law

Term: *klauzula wykonalności* ('writ of execution')

Step 1. Determining the potential source text unit meaning

The Polish term *klauzula wykonalności* ('writ of execution') is a monosemous term. The meaning of the Polish term is introduced by the Art. 776 The Code of Civil Procedure (KPC):

Article 776. The basis for execution consists in an enforceable title. An enforceable title is an enforcement order with a writ of execution (*klauzula wykonalności*), unless otherwise provided for in this Act.

Possible enforcement orders are listed in Art. 777, § 1. An enforcement order can be either of the following:

- (i) a non-appealable or immediately enforceable court decision as well as a settlement reached before the court,
- (ii) a non-appealable or immediately enforceable ruling of a court clerk,
- (iii) other rulings, settlements or deeds enforceable by court execution pursuant to this Act;
- (iv) a notarial deed whereby a debtor submits to execution, stipulating the obligation to pay a certain amount of money or to provide things of the type and quantity specified in the deed, or the obligation to surrender an individual thing if the time limit for performing that obligation or an event on which it is conditioned is specified in the deed;
- (v) a notarial deed whereby the debtor submits to execution, stipulating the obligation to pay a certain amount of money either directly determined in the deed or expressed by means of a valuation clause if the deed specifies the event conditioning

- performance of the obligation as well as the time limit for the creditor to apply for a writ of execution for the deed;
- (vi) the notarial deed referred to in subparagraph (iv) or (v), whereby the person, other than a personal debtor whose property, claim or right is mortgaged or pledged submits to execution against the mortgaged or pledged item in order to satisfy the monetary claim of a secured creditor.

According to the Code of Civil Procedure (KPC), Art. 782 § 1a a writ of execution shall be issued by an individual judge, upon the creditor's application.

§ 2. In the case of an order for payment issued in electronic proceedings by writ of payment, a writ of execution is issued *ex officio* as soon as it becomes final and non-appealable.

Step 2 The source text unit meaning interpretation/calculation

The term is monosemous, that is to say it has only one meaning. The above mentioned meaning is determined to be the correct one.

Step 3 Establishing the set of all potential target text equivalents

There is no possible equivalent in Swedish national law for the term *klauzula wykonalności*, as the Swedish legal system doesn't require any form of *klauzula wykonalności* for the execution. However, the concept of a clause is known in the Swedish legal system as an ending, limitation, objection or a supplement in a written document, e.g. contract (Melin 2012: 228). An example of a *klausul* is included in Chap. 12, § 9 the Land Code (*Jordabalk*), in form of *förhandlingsklausul* ('bargaining clause').

In the Swedish legal system a base for an execution consists in an *exekutionstitel*. *Exekutionstitel* is a document, for instance a court judgement that makes it possible to enforce a debt or another obligation¹⁴⁵ (*lagen.nu*). Other *execution titles* are listed in the Execution of Judgments and Debts Code (*Utsökningsbalk*), Chap. 3, In the Swedish law no clause is required for a judgement which has to be enforced. However, the judgement has to be entered into final legal force.

¹⁴⁵ En handling (exv domstols dom) som möjliggör verkställighet av en skuld eller annan förpliktelse.

Due to the lack of equivalent in the Swedish legal system it shall be searched for among Swedish regulations concerning international relationships. The Act (2004:491) on convention between Sweden and Luxembourg about social security [*Lag (2004:491) om konvention mellan Sverige och Luxemburg om social trygghet*] includes the term *verkställighetsklausul* ('writ of execution') in art. 5 in the following context:

3. Enforceability shall be consistent with regulations that concern enforceability of such decisions and documents in such a party country within which enforceability takes place. The decision or the document shall be accompanied by a certificate confirming that it can be enforced (writ of execution).¹⁴⁶ [transl. M.H.]

This equivalent can be confirmed by on the webpage concerning European Enforcement Order (EEO)¹⁴⁷, which is introduced by Regulation 805/2004 applicable to civil and commercial matters. On this webpage, under the title 'The special conditions of enforcement of decisions with EEO certification in the territory of Poland' a following information about clause proceedings can be found:

"In Poland the requirement that needs to be fulfilled for a decision with the EEO certification to be enforceable is to carry out clause proceedings in court in accordance with an amendment to the Code of the Civil Proceedings".

The parallel text in Swedish is more precise and includes the term *verkställighetsklausul* which contradicts the Polish *klauzula wykonalności*:

"För att inleda exekution i Polen krävs verkställighetsklausul som meddelas för det avgörande som är försätt med intyg om europeisk exekutionstitel. Därför måste ett klausulförfarande genomföras vid domstol i enlighet med föreskrifter i den ändrade lagen för civilrättsligt förfarande".

¹⁴⁶ Verkställigheten skall vara förenlig med den lagstiftning som gäller för verkställighet av sådana beslut och handlingar i den part inom vars territorium verkställigheten sker. Beslutet eller handlingen skall åtföljas av ett intyg om att de kan verkställas (verkställighetsklausul).

¹⁴⁷ <http://www.ete-europa.eu/?co=36&lang=en>

The Polish term occurs also in international law, e.g. in Agreement between the Republic of Poland and Republic of Cyprus about legal relationships in civil cases, family cases and criminal cases, dated 14 November 1999 and Agreement between Republic of Poland and Republic of Hungary about legal co-operation in civil cases, family cases and criminal cases, dated 6 March 1959 (*Umowa między Rzeczpospolitą Polską a Republiką Cypru o współpracy prawnej w sprawach cywilnych i karnych, sporządzona w Nikozji dnia 14 listopada 1996 r., Umowa między Polską Rzeczpospolitą Ludową a Węgierską Republiką Ludową o obrocie prawnym w sprawach cywilnych, rodzinnych i karnych, podpisana w Budapeszcie dnia 6 marca 1959*).

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

The parametric approach in Table 70 enables us to calculate the meaning of the potential equivalents. The terms will be analyzed according to such attributes:

- (i) usage within EU law,
- (ii) usage within private international law,
- (iii) dimension: branch of law,
- (iv) dimension: sub-branch of law.

Table 70. Dimensions relevant for the terms *klauzula wykonalności* and *verkställighetsklausul*

	Polish term	Swedish term
	<i>Klauzula wykonalności</i>	<i>Verkställighetsklausul</i>
EU law	yes	yes
Private international law	yes	yes
Branch of law: civil law	yes	yes
Sub-branch of law: Enforcement proceedings	yes	yes

Step 5 Determining filters eliminating incorrect meanings

The filters eliminating incorrect meanings in that particular case involve usage of the term within EU law and private international law and national law and the dimensions: branch of law and sub-branch of law.

Step 6 Choosing an optimal equivalent or coining such an equivalent

The filters eliminating incorrect meanings confirm that the translational Swedish equivalent *verkställighetsklausul* is appropriate.

Step 7 The monitoring stage

The comparison of the calculated meaning of the source text unit *klauszula wykonalności* and the translational equivalent *verkställighetsklausel* enables us to decide that this term is an optimal translational equivalent and there is no need for the translator to coin a new term.

9.5. Translational algorithm for linguistically polysemous term

Term: *separacja* ('legal separation')

Step 1. Determining the potential source text unit meaning

Separacja is a linguistically polysemous noun which has a three meanings:

(i) legal separation, ruled by a court

In the Polish legal system *separacja* means cessation of marital obligations, ruled by a court. According to the Family and Guardianship Code each spouse may request the court to issue a judgment of separation in case of complete breakdown of marriage. A consequence of *separacja* is e.g. a separation of property between spouses.

(ii) physical separation of people

Physical separation of people means that people part from each other. It can be connected with legal separation of a married couple. But it can mean also that spouses made an agreement that they will live in separate flats without any formal change of their marriage.

(iii) separation of two things

It means that two things are divided from each other.

Step 2. The source text unit meaning interpretation

Among the meanings presented above only meaning (i) is a legal term. It will be the subject of our analysis.

The Polish term *separacja* occurs in national and international law e.g. Convention on recognition of divorces and separations (*Konwencja o uznawaniu rozwodów i separacji*), den Haag, 1970.06.01.

Step 3 Establishing the set of all potential target text equivalents

There is only one potential target text equivalent:

hemskillnad.

Legal separation (*hemskillnad*) used to be possible in the Swedish legal system. That was the first step towards divorce. When the spouses were living separately under one year after a judgement about separation, they could be divorced. This legal possibility was abolished in 1973 and replaced by 'time for consideration' (*betänketid*) before divorce, within the divorce procedure.

This term is not binding in the national context any more, but there is a valid regulation concerning legal separation in the international context: *Lag (1973:943) om erkännande av vissa utländska äktenskapskillnader och hemskillnader* [Act (1973: 943) on admission of some international divorces and separations].

The term *hemskillnad* is applicable in the meaning given at the beginning of our procedure.

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

In Table 71 Polish and Swedish term will be analyzed in respect to such relevant dimensions like:

(i) branch of law

- (ii) sub-branch of law
- (iii) term status
- (iv) usage within private international law.

Table 71. Dimensions relevant for the terms *separacja* and *hemskillnad*

	Polish term	Swedish term
	<i>Separacja</i>	<i>Hemskillnad</i>
Branch of law: Civil law	yes	yes
Sub-branch of law: Family law	yes	yes
Branch of law: international private law	yes	yes
National legislative text status: valid	yes	no
National legislative text status: invalid	no	yes
International legislative text status: valid	yes	yes

Step 5. Determining filters eliminating incorrect meanings

The filters eliminating incorrect meaning first of all in that case refer to branch of law, sub-branch of law and the status of the text (term) in national and international law. This procedure enables us to choose the term *hemskillnad* which is invalid in Swedish national law, but still used in international context.

Step 6. Choosing an optimal equivalent or coining such an equivalent

Therefore, the equivalent *hemskillnad* can be chosen as translational equivalent.

Step 7. The monitoring stage

The comparison of the calculated meaning of the source text unit *separacja* with the meaning of the target text equivalent *hemskillnad* makes it possible to decide that this Swedish term is an optimal translation equivalent.

9.6. Translational algorithm for non-equivalent term

Term: *kurator sądowy* ('court officer')

Step 1. Determining the potential source text unit meaning

The term *kurator sądowy* as mentioned in the Chapter on Hierarchy of dimensions means a person performing duties set out by law related to the carrying out of decisions issued by the court. These duties may be of educational, diagnostic, preventive or supervisory nature. Some probation officers will be assigned to adults, these carry out decisions in criminal cases, others are assigned to families (they carry out decisions in cases concerning families and minors, e.g. in connection to right of custody of children). Another classification differentiates between professional probation officers (appointed and revoked by the President of the local court) and community probation officers (appointed and revoked by the President of the court of second instance).

Step 2. The source text unit meaning interpretation

The term *kurator sądowy* is monosemous, its meaning is determined on the basis of sources of law.

Step 3 Establishing the set of all potential target text equivalents

A potential target text equivalent is *övervakare*, who is an individual assigned under correctional treatment to maintain contact with convicts sentenced to supervision or released from prison on parole. In more serious cases a probation officer is a probation service official. Normally, however, this is a lay person who for an agreed payment assumes the role of a probation officer (layman probation officer). The task of probation officers is both to supervise and support their clients in a number of forms, for example through contact with various agencies.

It results from the above competence description that *Kurator sądowy* may be assigned to carry out decisions in criminal cases, or in cases concerning families and minors. In contrast, *övervakare* has to carry out decisions in criminal cases only. It will be shown in Table 72 below.

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

In Table 72 the terms will be analyzed in respect to the dimensions:

- (i) branch of law,
- (ii) sub-branch of law.

Table 72. Dimensions relevant for the terms *kurator sądowy* and *övervakare*

	Polish term	Swedish terms
	<i>Kurator sądowy</i>	<i>Övervakare</i>
Branch of law: civil law	yes	no
Branch of law: criminal law	yes	yes
Sub-branch of law Family law	yes	no
Sub-branch of law Criminal procedure	yes	yes

Step 5. Determining filters eliminating incorrect meanings

The filters eliminating incorrect meaning in that case refer to branch of law and sub-branch of law. They indicate the relevant difference between competence of those two positions.

Step 6. Choosing an optimal equivalent or coining such an equivalent

The filters indicate that the term *övervakare* can only be applied within criminal law. Therefore *kurator sądowy* and *övervakare* can't be regarded as sufficiently equivalent terms and an equivalent should be coined. The best solution seems to be an target-language-oriented (TLO) descriptive equivalent: *Särskilt förordnad tillsynsperson* ('special appointed supervisor'), where the phrase *särskilt förordnad* ('special appointed' means usually a person who is appointed by a court or another authority and the component *tillsyn* ('supervision') is not limited to criminal law.

Step 7. The monitoring stage

Having decided that the term belongs to the set of non-equivalent terms from the language of law, we main conclude that the decision to coin an equivalent was appropriate. The coined equivalent has been adapted to typical phrases applicable in corresponding situations in the target language.

9.7. Concluding remarks

In the chapter above we have presented some algorithms for search of translational equivalents. Algorithms show in a systematic way how a translator may determine sufficiently equivalent terms. In order to explain various proceedings we have chosen terms with different attributes: monosemous, synonymous and polysemous terms and non-equivalent terms. In case of the former, three examples were presented in order to stress that there are different ways to establish equivalents searching e.g. among invalid terms or within EU-law or private international law, before a decision of coining a new term is taken. The idea behind those proceedings is not to create new terms if sufficient equivalents are available.

10. CHOOSING TRANSLATIONAL EQUIVALENTS FOR DIFFERENT COMMUNICATIVE COMMUNITIES

10.1. Remarks on communicative communities

The choice of a suitable equivalent for a translation recipient has been a subject of research for long time. Kierzkowska (2003) has introduced the concept of close, distant and self-defined recipients (see Section 1). Zabrocki (1963) has described different communicative communities. The attributes of the communicative communities may be used while determining suitable equivalents. According to Matulewska (2013) the main division of the communicative communities in connection to legal translations is as follows:

- (i) A communicative community to which the author of the source text belongs,
- (ii) A communicative community to which the translator belongs, and finally
- (iii) A communicative community to which the recipient of the target text belongs.

It can be regarded as a rule that the author of the text and the translator belong to the same communicative community, but it happens that the translator belongs only partially to the author's communicative community, which can easily lead to a mistranslation. Such situation can often take place in connection with so-called small languages. The access to small languages, e.g. in the form of specialist dictionaries, is always more difficult than e.g. to English, Spanish or German. There is, for instance, no legal dictionary published in the language pair Polish-Swedish, only some basic legal terms are included in the Kubitsky's general dictionary (1988). The translator is often left with monolingual sources or dictionaries in intermediate languages (often English or German). The situation of Polish-Swedish translators has improved recently, thanks to Internet dictionaries

which are based on parallel language corpora. However, due to less linguistic data for small languages or language varieties, even such dictionaries are less reliable or incomplete. For instance, Finland Swedish legal terms are not included at all in Kubitsky's dictionary or the Internet dictionary Glosbe.com. Thus the Finland Swedish communicative community may be considered hermetic. On the other hand, both Swedish communities (Standard Swedish and Finland Swedish) may be described as active (versus passive), namely willing to exchange information with other communities, and as loose (versus compact), namely frequently exchanging information with other communities. Additionally, communities can be characterized as e.g. monolingual, multilingual and plurilingual. The Polish communicative community is monolingual thus it is mainly established by people knowing one language and therefore having limited knowledge about legal systems in other languages. The Swedish community is multilingual, thus it is composed of members who use different mother tongues, whereas Swedish is the 'main language' and the language of legislation. In contrast, the Finland Swedish community can be described as plurilingual, as it has one legal system but plurilingual (Finish and Finland Swedish) legislation.

10.2. Adjusting equivalents to different communicative communities

There are many other sets of properties which can be used to characterize communicative communities but we want to concentrate for a while on one of the most important dimensions, namely legal competence of the community members. It is obvious that every society is composed of a minority of legal experts, e.g. lawyers and a majority of lay people who are not very familiar with the legal system they live in and interested mainly in understanding their basic rights and duties. There are also communities with mixed competences (e. g. educated people but not particularly in law). When translating a legal text it should be taken into consideration which communicative community the translation is aimed at: legal experts, ordinary citizens with little legal competence or e.g. well educated but not professional readers.

The question whom legal and official texts are written mainly for: lay people or lawyers has been discussed in Sweden for a long time. In contrast to many other countries, there is a dominating opinion in Sweden that ordinary citizen must be able to understand legal and official texts, namely the texts must be written in a reader-friendly manner. In the 70ies in Sweden a systematic work was started, directed or supported by governmental agencies which aimed to make official texts understandable for everyone.

It is worth mentioning that the Swedish rules of plain language are based on the concept of text recipient. The text shall be adapted to the recipient, therefore the needs and competences of the recipient shall be in focus of the text author or the plain language expert who drafts a text. In case of many legal texts it is difficult or impossible to point out a single recipient, therefore a target group, namely a target communicative community, is to be pointed out before a text will be written. Therefore the plain language methods may be observed and applied while adapting a translation to a communicative community.

Nowadays plain language rules, as far as official texts are concerned, are well developed and applied by specially educated plain language experts. However, legal texts have become subject of plain language policy only recently, in the 21st century. The plain language work concentrated on judgements, as they are directed to all kind of recipients, very often lay people. In 2008 a linguistic research of judgements was conducted, accompanied by a survey how the legal vocabulary in judgements was understood (Ehrenberg-Sundin, Sundin 2015). As a result of this study, guidelines were formulated how judgements should be written and which terms should be avoided (*klarspråkstest för domar_se*). The local court in Södertörn (*Södertörns tingsrätt*) was very active in this field. It conducted its own survey concerning vocabulary in judgements. As a result of this survey, a list of difficult terms and their simplified equivalents was made which are considered understandable for lay people (*Södertörn_dommarbloggen*). In Table 73 we present some examples from this list.

Table 73. Legal terms and their equivalents recommended by the Local Court Södertörn

Legal terms, i.g. terms understandably for lawyers	Recommended equivalents, terms understandably for lay people
<i>laga kraft</i> ('legal force')	<i>domen kan inte längre överklagas</i> ('someone cannot appeal against a judgement any more')
<i>förverkande</i> ('forfeiture')	<i>förstöras, överlämnas till staten</i> ('to destroy', 'to transfer sth onto the State Treasure')
<i>yrkande</i> ('relief sought')	<i>begäran</i> ('relief sought')
<i>bestrida</i> ('contest', 'deny', 'dispute')	<i>motsätta sig</i> ('oppose')
<i>vitsorda</i> (certify, testify)	<i>godta som rimligt, acceptera beloppets storlek</i> ('accept as fair', 'accept the amount')
<i>ogilla åtalet</i> ('dismiss prosecution')	<i>frikänna, NN ska inte dömas för</i> ('acquit', 'NN has not to be sentenced for')
<i>påföljd</i> ('sanctions')	<i>straff</i> ('penalty')

According to the Swedish plain language policy some other simplified equivalents, suitable for lay people may be suggested, which will be done in following part of this study. However, it should be noted that those equivalents, being not officially accepted, may be applied with some limitation, that is to say within community interpreting which is here understood according to the following definition:

“Community interpreting refers to the type of interpreting which takes place in the public service sphere to facilitate communication between officials and lay people: at Police departments, immigration departments, social welfare centers, medical and mental health office, schools and similar.”

(Baker 1998: 33, after Tryuk 2006: 22)

It is to mention that legal interpreting and court interpreting are included by the concept of community interpreting (cf. Wadensjö 1998, 49). This kind of interpreting is called differently in many countries: e.g. in Britain as *public service interpreting*, and in Sweden,

where community interpreting is very well developed, as *kontakttolkning* ('contact interpreting'), *samhällstolkning* ('community interpreting') or *dialogtolk* ('dialog interpreting') (Tryuk 2006: 22).

In addition to lay people communicative community and lawyers communicative community we will distinguish in this study three other communicative communities: readers of novels, readers of historical books and Finland Swedish people. Readers of books are special target groups for a translator: readers of novels are not interested in legal details of the source culture, contrary to readers of historical books, for whom equivalents should be adapted to the target culture of given times, e.g. archaisms may be used as equivalents for historical legal terms. Furthermore, when translating texts for Finland Swedish communicative community, specific equivalents for this language variety should be applied. Summing up, four kinds of communicative communities as translation recipients are taken into consideration in our study:

- (i) lawyers, i.e. specialists who are familiar with legal terms and are keen on legal meanings of the text,
- (ii) lay people, i.e. people who are not educated in law and want to understand their rights and duties, resp. the general idea of legal texts;
- (iii) readers of novels,
- (iv) readers of historical books,
- (v) Finland Swedish recipients.

In the following part we will present Swedish translational equivalents, adapted to the above mentioned communicative communities. However, one should keep in mind that our suggestions are aimed only for demonstration of the adaptation process. The final decision about possible adaptation belongs always to the translator, who is able to better recognize the real circumstances of his/her particular translation.

1. Term in source language *rozwiązanie małżeństwa przez rozwód* ('dissolution of marriage by divorce')

The Swedish equivalent of the Polish term is *äktenskapskillnad* ('divorce'), which is used only in legal lect, thus it should be dedicated for lawyers. For lay people, such as readers of novels,

the suitable equivalent is *skilsmässa*, representing vernacular language (see Table 74). It should be noted that equivalents representing vernacular lect are in general recommended for community interpreting (not translating of legal texts) and readers of books.

Table 74. Adjusted Swedish equivalents of the term *rozwiązanie małżeństwa przez rozwód*

Recipients:	Term in target language: Swedish
Lawyers	<i>äktenskapskillnad</i>
Lay people (community interpreting)	<i>skilsmässa</i>
Readers of novels	<i>skilsmässa</i>

2. Term in source language *komornik sądowy* ('debt enforcement authority')

A similar example is the Swedish equivalent of the term *komornik sądowy*. The term *Kronofogdemyndigheten* denoting the authority enforcing debts is used in legal lect only. A very common corresponding expression in everyday life is *Kronofogden* (or *kronofogden*), that in legal language denotes the person of debt enforcement officer. Thus *kronofogden* is a suitable equivalent for lay people and novel readers communicative community (see Table 75).

Table 75. Adjusted Swedish equivalents of the term *komornik sądowy*

Recipients:	Term in target language: Swedish
Lawyers	<i>Kronofogdemyndigheten</i>
Lay people (community interpreting)	<i>Kronofogden</i>
Readers of novels	<i>kronofogden</i>

3. Term in source language *zakład karny* ('penitentiary facility')

Another example is the term *zakład karny* and its Swedish equivalent *kriminalvårdanstalt*. Both Polish and Swedish equivalents represent legal lect and may be considered as euphemisms to the informal expressions for 'prison' in Polish (*więzienie*) and Swedish (*fängelse*). Therefore the formal expression *kriminalvårdanstalt* is a suitable term

for lawyers, and the informal word *fängelse* for lay people and readers of novels (see Table 76).

Table 76. Adjusted Swedish equivalents of the term *zaklad karny*

Recipients:	Term in target language: Swedish
Lawyers	<i>kriminalvårdanstalt</i>
Lay people (community interpreting)	<i>fängelse</i>
Readers of novels	<i>fängelse</i>

4. Term in source language *eksmisja* ('eviction' + 'ejection')

The Polish term *eksmisja* denotes 'eviction' and at the same time 'ejection' ('removing of a squatter') and has two functional equivalents in Swedish, denoting 'eviction': the term *vräkning*, is replaced in Swedish legal system by *avhysning*, but still valid in Finland Swedish. *Vräkning* is still used in Swedish vernacular language and sometimes even by Swedish lawyers. However, as suitable term for Swedish lawyers the modern term *avhysning* is meant. For lay people, readers of novels and historical books and Finland Swedish recipients the equivalent *vräkning* should be used (see Table 77).

Table 77. Adjusted Swedish equivalents of the term *eksmisja*

Recipients:	Term in target language: Swedish
Lawyers	<i>avhysning</i>
Lay people (community interpreting)	<i>vräkning</i>
Readers of modern and historical novels	<i>vräkning</i>
Finland Swedish recipients	<i>vräkning</i>

5. Term in source language *dzierzawa* ('tenancy')

The Standard Swedish equivalent of this term is *arrende*, which replaced the former term *jordlega* in Swedish law in 1907. However, *jordlega* is limited to granting of land and is still used in Finland in connection to an old but a still valid regulation, however, the term *arrende* is used simultaneously in Finland Swedish legislation.

Jordlega should be avoided for lay people in Finland according to the Finland Swedish dictionary (Finlandssvensk ordbok_jordlega). Therefore the term *arrende* is suitable for both lawyers and lay people in Sweden and Finland, and the term *jordlega* - for readers of historical books in both countries, while for Finland Swedish lawyers both terms may be applied (see table 78).

Table 78. Adjusted Swedish equivalents of the term *dzierżawa*

Recipients:	Term in target language: Swedish
Lawyers	<i>arrende</i>
Lay people	<i>arrende</i>
Swedish and Finland Swedish readers of historical novels	<i>jordlega</i>
Finland Swedish lawyers	<i>jordlega, arrende</i>
Finland Swedish lay people	<i>arrende</i>

6. Term in source language *prawo cywilne* ('civil law')

The Polish term *prawo prywatne* ('private law') is regarded as a hyperonymous term to *prawo cywilne* ('civil law'). The former is used mainly in the phrase *prawo prywatne międzynarodowe* ('international private law'). Although the Swedish terms *privaträtt* and *civilrätt* are often seen as synonyms, the usage of those equivalents is the same as in Poland: in the national context *civilrätt* is used, while in international issues the term *privaträtt* is used. Therefore for lawyers discussing national law *civilrätt* is a suitable term, and for lawyers discussing international law - *privaträtt*. *Civilrätt* as a more frequent term is also more suitable for lay people (see Table 79).

Table 79. Adjusted Swedish equivalents of the term *prawo cywilne*

Recipients	Term in target language: Swedish
Lawyers discussing international law	<i>privaträtt</i>
Lawyers discussing national law	<i>civilrätt</i>
Lay people	<i>civilrätt</i>

7. Term in source language *sprawa cywilna* ('civil case')

The most frequent Swedish equivalent of this terms is *tvistemål*, which is of German origin, but *civilmål* is regarded as its synonym. The term *civilmål* is not used in Finland Swedish law at all. Thus the translator should choose *tvistemål* or *civilmål* for Swedish lawyers and *tvistemål* for Finland Swedish lawyers. *Tvistemål* as a more frequent word in Swedish would be more suitable for lay people, both in Sweden and Finland (see Table 80).

Table 80. Adjusted Swedish equivalents of the term *sprawa cywilna*

Recipients:	Term in target language: Swedish
Lawyers in Sweden	<i>tvistemål, civilmål</i>
Lawyers in Finland	<i>tvistemål</i>
Lay people in Sweden and Finland	<i>tvistemål</i>

8. Term in source language *proces (sądowy)* ('lawsuit')

There are three equivalents of this term in Swedish: *rättegång*, *mål* and *process*, but the first one should be preferred, thus *mål* has also another meaning as 'case' and *process* is regarded as an archaic word, which does not occur in the Finland Swedish legislation at all. Thus *rättegång*, *mål* and *process* are suitable for lawyers in Sweden, *rättegång* and *mål* for lawyers in Finland but *rättegång* as a term with only one meaning would be the best solution for lay people in both countries. The archaic word *process* would be applicable in historical books (see Table 81).

Table 81. Adjusted Swedish equivalents of the term *proces (sądowy)*

Recipients:	Term in target language: Swedish
Lawyers in Sweden	<i>rättegång, mål, process</i>
Lawyers in Finland	<i>rättegång, mål</i>
Lay people in Sweden and Finland	<i>rättegång</i>
Readers of historical books	<i>process</i>

10.3. Explanation scheme for Polish–Swedish pair of languages

The question discussed in this chapter is about making translative decisions taking into consideration translation recipients. The decision-making process may be illustrated in a formal way by explanation scheme with the following structure:

- (i) question which is to be answered
- (ii) explanans (at least one general statement and at least one singular statement), and
- (iii) explanandum.

The application of the scheme for the purpose of Polish-Swedish translation of legal terms may be as follows:

G – genre

M – meaning

X – signifier

P – signifier

L_i – the source language – Polish

T_i – the source text in Polish

C_i – the communicative community operating in Polish legal reality

L_j – the target language – Swedish

T_j – the target text to be produced in Swedish

C_j – the communicative community operating in Swedish legal reality

C_{j1} and C_{j2} – are two different communicative communities operating in Swedish legal reality

Question:

Why does the Polish expression *rozwiązanie małżeństwa przez rozwód* in sentence S of text T_i of genre G translate as the Swedish *äktenskapsskillnad* corresponding text T_j of genre G for the recipients of communicative community C_j?

General statement: If signifier X, conveying meaning M in translative 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 signifier 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 Polish expression *rozwiązanie małżeństwa przez rozwód* signifies meaning M in text T_i of genre G for recipient community C_i.

Singular statement 2: The closest equivalent of the Polish expression *rozwiązanie małżeństwa przez rozwód* in translative text T_i with respect to M, for the corresponding translative text T_j of genre G is Y₁ (*äktenskapsskillnad*) for recipient community C_{j1} (lawyers) and Y₂ (*skillsmässa*) for recipient community C_{j2} (lay people).

Explanandum: The Polish expression *rozwiązanie małżeństwa przez rozwód* in sentence S of text T_i of genre G translates as Swedish *äktenskapsskillnad* in the corresponding text T_j of genre G for the recipients of communicative community C_{j1}.

10.4. Concluding remarks

To sum up the discussion, when establishing translational equivalents of legal terms, not only the precise meaning of the terms and their possible equivalents are necessary, but also knowledge about pragmatic features of those terms. Additionally, the translator should be aware of special needs and competences of the target communicative community. Therefore, the effort of a translator includes setting up the legal meanings of interlingual equivalents and adjusting the target language equivalents to the aimed target communicative community. As mentioned in this section the translation strategy of adjusting equivalents to a communicative community reminds of the Swedish plain language rules. Therefore, it would be recommended to develop this translation proceedings in future in accordance with the Swedish plain language model.

SUMMARY AND CONCLUSIONS

This book is devoted to translation of legal terms in the language pair Polish-Swedish. It is to stress that the legal systems of Sweden and Poland are relatively distant from each other. In Poland there is a typical civil law system and the Swedish system is a mixture of statutory and case law, which is characteristic for the Nordic legal family. It is often referred to as a 'third' way between common law and civil law systems (Carlson 2012: 39). There is also another hierarchy of law sources in both systems. In the Polish system the sources of law are composed of the Constitution, Acts and regulations whereas in Sweden below the Constitution and other legislation also legislative preparatory works and case law are mentioned. In contrast to Poland, there is no Civil Code in Sweden, but several parts of civil law are regulated in special codes (e.g. Marriage Code, Parental Code, Inheritance Code, Land Code, Civil Procedure Code etc.) and Acts. These differences have some consequences for the process of establishing equivalence of legal terms in the applied methods in this research. Firstly, sometimes a Swedish term can be found not in legislation but among law cases or legislative preparatory works. Then legal definitions are to be searched for not in statutory instruments but in academic books. Secondly, another classification of the law leads to difficulties in connection with the parametrization of terms, especially in the dimension of 'sub-branch of law'.

In this research methods of searching for legal terms were applied which are based on the legilinguistic theory of Aleksandra Matulewska (2013). According to these concepts, the search for equivalents starts with establishing of referential meanings of potential equivalents. This is conducted while comparing legal definition and parallel legal texts, in most cases Acts. For the purpose of this study, a set of relevant dimensions was set up, which were verified during the work. Dimensions are understood as homogenous properties. Finally, after verification, the relevant dimensions can be presented as:

(i) branch of law

This dimension includes the following properties: civil law, criminal law and administrative law. Both in Polish and Swedish law there are terms which are used simultaneously in different branches of law, therefore this dimension may be recognized as a basic one while establishing of the meaning of the term. The interlingual equivalents can turn out to be convergent, complementary or divergent. Convergent equivalents are used in the same branch of law (e.g. the terms in criminal law Pol. *egzekucja* and the Sw. term *avrättning*), complementary equivalents occur in different branches of law (e.g. the Pol. term in civil law *egzekucja* and the Sw. term in criminal law *avrättning*). Divergent equivalents mean that one equivalent is used in one branch of law and another equivalent in two (or more) branches (e.g. the Sw. *övervakare* versus the Pol. term *kurator sądowy*). This research has confirmed the hypothesis that terms which are complementary or divergent with respect to the dimension of ‘branch of law’ are non-equivalent.

(ii) sub-branch of law

This dimension includes civil substantive law, civil proceedings, family law, inheritance law, debt enforcement proceedings, criminal sanctions etc. In this dimension the terms are often divergent, e.g. the Polish term represents the civil substantive law and the Swedish term family law (e.g. the Pol. term *pelnoletni* and the Sw. term *myndig*), which results from different civil law classification in the both legal systems. On the other hand, there are terms which are divergent with respect to this dimension (e.g. the Pol. term *kurator* and the Sw. terms *god man* and *övervakare*), which sometimes turn out to be non-equivalent. This confirms the research hypothesis assuming that equivalents which are divergent with respect to the dimension of ‘sub-branch of law’ may be partially equivalent or non-equivalent.

(iii) lect

This dimension includes legal lect, vernacular lect or other LSP-lects. In the most cases we recognized the first two lects. This dimension is of a great importance because terms belonging to vernacular lect can’t be used within written translation of legal texts (e.g. Pol. term *adopcja*). Only a few exceptions in translation into Swedish may be

accepted according to recommendations of the Swedish courts (e.g. the Sw. term *begäran* instead of *yrkande*).

(iv) language variety

Some Swedish terms have different equivalents in Standard Swedish and Finland Swedish. The Finland Swedish equivalents can be used only within the translation into Finland Swedish. A very limited number of legal translations are commissioned into this language variety. Additionally, it may be assumed that due to cultural and historical connections also the Standard Swedish equivalents are understandable for Swedish-speaking recipients in Finland because many of Finland Swedish terms originate from Standard Swedish and were replaced in Swedish law by other terms (e.g. *vräkning* replaced by *avhysning*) and for that reason are still used in Swedish vernacular language. Other Finland Swedish terms are used in Finland simultaneously with the Standard Swedish equivalents (e.g. Finland Sw. *jordlega* and Standard Sw. *arrende*).

Additionally, one dimension may be applied within the parameterization. It is the dimension of:

(v) the time of text creation and text status,

which points out if the term is still valid in law. Terms which are not valid any more in the target language may be used in a translation if there are no valid equivalents available, but the invalid equivalents are known for lawyers as historical terms or terms used within international law or EU law (e.g. the Sw. terms *hemskillnad* or *verkställighetsklausul*).

Another dimension of ‘text genre’, which is a sub-dimension of ‘lect’ turned out to be less useful. This dimension is composed of legislation and other sources of law. The most frequent case were Swedish terms, which were not defined within legislation, but appeared in the case law. However, in the doctrine of the Swedish law it is of no importance for the validity of a term, if it is used and defined within legislation or case law. For that reason we decided not to take the dimension into consideration.

In this research equivalents were analyzed which occur in the following semantic relations to each other: synonymy, polysemy and hyperonymy/hyponymy. Synonymy is the most challenging for a translator – this fact was proved by the group of terms belonging to the same branch of law. In this case a deeper

semantic and pragmatic research was required. For instance, some synonyms turned out to represent an additional LSP-lect (e.g. the Sw. term *fordring*) and it is recommended to omit them in order to avoid ambiguity.

In other cases the dimension of ‘sub-branch of law’ turned out to be helpful (e.g. in this way the Sw. term *ackord* could be excluded from the series of synonyms *avtal, kontrakt, ackord*). In case of other synonyms which differed with respect to at least one dimension, the distinguishing dimension was sufficient to eliminate the term. (e.g. the dimension of ‘lect’ in case of the Sw. terms *äktenskapsskillnad* and *skilsmässa* or the dimension of ‘branch of law’ in case of equivalents for the terms Pol. term *mlodociany* and *nioletni*).

The polysemy was analyzed in a breakdown into a group of equivalents representing general language but having also a special legal acceptance (linguistic polysemy) and a group of legal terms (legal polysemy). In the first group it was easier to establish equivalents in the target language if the term had only one legal meaning (e.g. the Sw. term *bevis*) or if there were two terms but easy to distinguish (e.g. the Sw. term *hyra* as rental agreement and the payment for that agreement). Within legal polysemy some terms were difficult to distinguish with respect to the dimension of ‘branch of law’ (e.g. the Pol. term *orzeczenie*). Additionally, during deeper analysis of some terms, they turned out to be more polysemous than it was assumed, because they were verbal nouns. Verbal nouns both in Polish and Swedish may express not only the result but also a process and this meaning turned out to be sometimes strongly represented in legal texts, although this meaning is not pointed out in the dictionaries (e.g. the Sw. term *avgörande*). Therefore, when establishing equivalents for polysemous terms, it is recommended to compare parallel legal texts and to analyze the equivalents semantically and pragmatically.

The next analyzed relation was the relation of hyperonymy and hyponymy. Sometimes this relation is reflected in both languages in a similar way (e.g. the Pol. term *postępowanie egzekucyjne* and Sw. term *utsökning*). In a such case the translator can choose the corresponding hyperonym, respectively hyponym, in the target language. The second, more complex case is when hyperonymy/hyponymy relation is not reflected in the target language (the Pol. term *sprawa* and the Sw. terms *mål, ärende*

and *domstolsärende*). Then two solutions are suggested: for distant recipients it is recommended to choose the hyperonym (e.g. for the Sw. term *mål*, the Pol. term *sprawa*), and for cloze recipients it is recommended to adjust the term as an alternative: (e.g. for the Sw. term *mål* the Pol. equivalent *sprawa cywilna/karna*).

The research into terms representing the semantic relations was the main part of this study. Therefore, we can present general conclusions concerning the choice of equivalents for the language pair Polish-Swedish. The most of the Polish equivalents were homosignificant, i.e. the sufficient (translational) equivalents resulted from the potential equivalents, which was confirmed by the comparison of legal texts and the parametrization of terms. However, there were some exceptions. In case of the Polish term *kurator sądowy*, a new term had to be coined because the potential Swedish equivalent *övervakare* covers the meaning of the Polish term only partially. In case of another term (Pol. term *kurator*), which has in Swedish two functional equivalents (*god man* and *förvaltare*), the choice of this one was suggested, which has a broader meaning (*god man*). An adaptation was required in case of two Polish terms *nieleetni* and *młodociany* in criminal law. In both cases descriptive equivalents were suggested. Here we can recall the research hypothesis that Swedish terms within family law often differ in their meaning from the Polish equivalents and sometimes require adjustments. The hypothesis has been confirmed, but there are also terms representing other branches of law, which require adjustments. If we consider some difficulties with translating such basic terms as *sprawa (sądowa)* (as *mål*, *ärende* or *domstolsärende*), we can conclude that the differences between the Swedish and the Polish law are reflected in equivalents with different meanings. In Chapter 9 we presented the process of choosing equivalents in the form of algorithms which are composed of 7 steps. We showed this process with examples of a monosemic, a synonymous and a polysemous term and, additionally, a non-equivalent term. In terms of the non-equivalents terms, we recommend to search for potential equivalents among terms in international law, EU-law or invalid terms within Swedish law, before a new term will be coined.

In other parts of the book some special categories of terms were analyzed. The first one were false cognates, which are understood as (nearly) homophones or (nearly) in both languages, however with different meaning. In case of Polish and Swedish, false

cognates are words of Latin origin which changed their primal meaning in the historical process (e.g. the Sw. term *konkurs* and the the Pol. noun *konkurs*). False cognates are often traps for translators, but they are not particularly frequent in this language pair, as the number of borrowings from Latin in the Swedish legal language is rather limited.

Further we have analyzed Polish and Swedish terms with respect to flexible meanings, which are expressed as vague phrases, such as *ważna przyczyna* ('essential cause') or general clauses, such as *dobro dziecka* ('child's interest'). The function of general clauses is to give some freedom to judges when applying the law. The analyzed examples from the Polish law (*zasady życia społecznego* and *dobro dziecka*) and the Swedish law (*tro och heder, barnets bästa*) allows us to conclude that in both legal systems there are general clauses with corresponding meaning although their equivalents sometimes depend on the attributes of the source texts units, e.g. the branch of law or the period of time they refer to.

When analyzing the metaphors in the language of law a semantic convergence between metaphorical expressions in Polish and Swedish was observed. In the analysis conceptual metaphors by Lakoff and Johnson (2003) were applied and the study confirms the statements of those researchers that e.g. conceptual metaphors are parts of human cultures, in that case the Polish and the Swedish ones, and therefore in both languages similar orientational metaphors are to find.

The further research concerned euphemisms in the language of law. Euphemisms are usually used instead of words which refer to social, cultural or religious taboos, often with connection to such topics as death and punishment. The analyzed examples (Sw. *avlida*, Pol. *pozbawiać życia*, Sw. *beröva livet*) point out that in Polish and Swedish language of law occur euphemisms which mask the taboo concepts although not each euphemism has its equivalent in both languages (e.g. *avlida* versus *umrzeć*).

At the end of our research we discussed choosing translational equivalents for different communicative communities. It is worth mentioning that equivalents are to be chosen not only with respect to their meanings in source and target languages but also to the recipients with special attributes. A typical distinction of recipients is made by their competences, i.e. in connection to legal texts: in lawyers and laypeople. As mentioned above, there are some

recommendations in Sweden for usage of simplified terms in court judgments which are in general directed to laypeople. Following this idea we suggested some further equivalents originating from vernacular language, however, with this reservation that they are to be used within community interpreting and not in translation of (written) legal texts. Additionally, we distinguished some other communicative communities, such as readers of novels and historical books and suggested some special equivalents from vernacular language and historical terms. The last group we recommended equivalents for, was the Finland Swedish recipients.

Summing up our research, we can conclude that the applied methods of establishing equivalents turned out to be effective but time-consuming. On the one hand, the parameterization of legal terms makes the process systematical and precise. However, it does not always allow to establish an equivalent, for instance, if some synonyms have the same properties within dimensions. Additionally, another classification of the Polish and Swedish law may cause some problems for translators. On the other hand, comparison of parallel legal texts turned out to be particularly effective, thus it provides us with additional meanings which go beyond referential meanings of the terms. The applied methods are recommended especially for novice translators who in this process may learn the meanings of legal terms well and improve their methods of establishing equivalents.

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LIST OF SOURCE TEXTS¹⁴⁸

Poland

Constitution = Constitution of the Republic of Poland. Official translation.

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[http://lib.amu.edu.pl/index.php?option=com_content&task=view&id=603&Itemid=88]

Rozporządzenie (WE) nr 805/2004 Parlamentu Europejskiego i Rady z dnia 21 kwietnia 2004 r. w sprawie utworzenia Europejskiego Tytułu Egzekucyjnego dla roszczeń bezspornych [Regulation (EC) No 805/2004 of the European Parliament and of the Council of 21 April 2004 creating a European Enforcement Order for uncontested claims] (access 2017-04-23)

Rozporządzenie Ministra Edukacji Narodowej z dnia 30 marca 2016 r. w sprawie wypoczynku dzieci i młodzieży (Regulation on recreation of schoolchildren from the 30th March 2016)

SN.pl: = orzeczenie Sądu Najwyższego III CZP 84/12 z 30 grudnia 2012 [Ruling III CZP 84/12 of the Polish Supreme Court from the 30th December 2012]

[http://www.sn.pl/orzecznictwo/SitePages/Baza_orzeczen.aspx?Sygnatura=III%20CZP%2084/12] (access 2017-04-23)

¹⁴⁸ Other source texts are included in Section 3 (Analyzed corpora).

Umowa między Polską Rzeczpospolitą Ludową a Węgierską Republiką Ludową o obrocie prawnym w sprawach cywilnych, rodzinnych i karnych, podpisana w Budapeszcie dnia 6 marca 1959) (Agreement between Republic of Poland and Republic of Hungary about legal co-operation in civil cases, family cases and criminal cases, dated 6 March 1959).

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STRESZCZENIE (SUMMARY IN POLISH)

Przekład polsko-szwedzki: podejście parametryczne do porównania terminologii prawnej

Niniejsza monografia poświęcona jest tłumaczeniu terminów prawnych w parze językowej polski-szwedzki. Metody zastosowane w tej pracy oparte są na teorii legilingwistycznej Aleksandry Matulewskiej (2013). Publikacja jest częścią serii poświęconej tłumaczeniu terminów prawnych w tłumaczeniu na języki: angielski, chiński, hiszpański, węgierski, szwedzki.

W części pierwszej monografii wymieniono wymiary, wg których dokonano parametryzacji kilkunastu przykładowych terminów. Są to następujące wymiary:

(i) gałąź prawa:

Do tego wymiaru należą następujące cechy: prawo cywilne, prawo karne, prawo administracyjne. Zarówno w prawie polskim jak i szwedzkim istnieją terminy, które używane są jednocześnie w różnych gałęziach prawa w różnym znaczeniu, dlatego ten wymiar należy uznać za podstawowy przy ustalaniu znaczeniu terminu. W wymiarze tym można także łatwo ustalić, które interlingwalne ekwiwalenty są zgodne (konwergentne), niezgodne (dywergentne), a które dopełniające (komplementarne). Jako zgodne rozumie się terminy reprezentujące tę samą gałąź prawa, jako komplementarne – reprezentujące różne gałęzie prawa, a niezgodne są terminy reprezentujące w jednym języku więcej gałęzi prawa niż w drugim. Niezgodność (dywergencja) może wskazywać na pewne różnice w znaczeniu terminu (np. pol. termin *kurator sądowy* i szw. termin *övervakare*), natomiast komplementarne terminy są nieekwiwalentne (np. polski termin *egzekucja* w prawie karnym i szwedzki termin *utmätning* w prawie cywilnym).

(ii) podgałąż prawa:

Do tego wymiaru należy m.in. prawo cywilne materialne, prawo procesowe, prawo rodzinne, spadkowe, egzekucyjne itd. W tym wymiarze polskie i szwedzkie ekwiwalenty są często niezgodne (dywergentne), tzn. ekwiwalent polski reprezentuje prawo cywilne materialne, a ekwiwalent szwedzki prawo rodzinne (np. pol. termin *pełnoletni* i szw. termin *myndig*), co wynika z odmiennej klasyfikacji polskiego i szwedzkiego prawa. Wymiar ‘podgałąż prawa’ początkowo zaliczaliśmy do wymiarów pomocniczych, w trakcie pracy okazał się on jednak relewantny dla ustalania ekwiwalentów.

(iii) lekt

Do tego wymiaru należy lekt prawny, potoczny lub inny lekt (język) specjalistyczny, przy czym najczęściej rozróżniliśmy dwa pierwsze lekty. Wymiar ten ma duże znaczenie, ponieważ terminy reprezentujące lekt potoczny nie mogą być stosowane w pisemnym tłumaczeniu tekstów prawnych (np. pol. termin potoczny *adopcja*). W tłumaczeniu na język szwedzki dopuszczalne są jednak pewne wyjątki na podstawie rekomendacji szwedzkich sądów.

(iv) regionalna odmiana języka

Dla polskich terminów wymiar ten nie ma znaczenia, ponieważ istnieje tylko jedna odmiana języka polskiego w dziedzinie prawa. Wymiar ten jest jednak istotny dla terminów w języku szwedzkim, bowiem pewna grupa terminów szwedzkich ma odmienne ekwiwalenty w fińskiej odmianie języka szwedzkiego, stosowanej przez szwedzkojęzyczną mniejszość językową zamieszkałą w Finlandii (ok. 300 000 osób). Należy jednak zauważyć, że ekwiwalenty te mają zastosowanie wyłącznie w tłumaczeniach na tę odmianę językową, które zlecane są bardzo rzadko. Ponadto można zakładać, że z powodu silnych powiązań kulturowych i historycznych również terminy ze standardowej odmiany języka szwedzkiego są zrozumiałe dla szwedzkojęzycznych odbiorców w Finlandii, bowiem funkcjonują one w Finlandii równolegle z terminami pochodzącymi z fińskiej odmiany języka szwedzkiego

(*jordlega, arrende*). Niektóre z tych terminów pochodzą z odmiany standardowej, a następnie zostały w systemie szwedzkim zastąpione innymi terminami (np. *vräkning* zastąpiono terminem *avhysning*) i z tego powodu nadal funkcjonują w szwedzkim języku potocznym (np. *vräkning*). Widać zatem, że z powodu powiązań historycznych, geograficznych i kulturowych terminy z obu odmian wzajemnie się przenikają. Wymiar ten jest jednak istotny, nie tylko dlatego, że pozwala zidentyfikować terminy z uwagi na przynależność do jednej z odmian języka szwedzkiego, ale również dostarcza tłumaczowi informacji o historii szwedzkich terminów prawnych.

Poza powyższymi wymiarami zastosowanie znajduje również wymiar (v) czas powstania tekstu i status tekstu. Znaczenie tego wymiaru sprowadza się do ustalenia, czy dany termin jest obowiązujący w prawie. Terminy nieobowiązujące mogą być użyte jako ekwiwalenty, jeśli brak jest obowiązujących prawnie ekwiwalentów, które jednak znane są prawnikom z historii prawa lub z prawa międzynarodowego (np. termin *hemskillnad* i *verkställighetsklausul*).

W zasadzie nieistotnym dla ustalania terminów okazał się wymiar (vi) 'gatunek tekstu', który jest podwymiarem wymiaru lektu. Na ten wymiar składa się legislacja (ustawy i rozporządzenia) i inne źródła prawa. Najczęstszym przypadkiem do rozważenia w tym podwymiary były terminy szwedzkie, które nie są zdefiniowane w legislacji, ale występują w orzecznictwie (*rättspraxis*). W doktrynie prawa szwedzkiego nie ma to jednak znaczenia dla obowiązywania terminu, ponieważ w szwedzkim systemie prawnym występują dodatkowe źródła prawa: legislacyjne prace przygotowawcze (*förfaranden*) i precedensy (*rättsfall*) i mają one wysokie miejsce w hierarchii źródeł prawa, zaraz po legislacji (*lagstiftning*). Z tego powodu uznaliśmy ten wymiar za nierелеwantny przy parametryzacji terminów.

W kolejnych rozdziałach monografii przeprowadzono analizę terminów pozostających ze sobą w następujących relacjach semantycznych: synonimia, polisemia i hiperonimia/hiponimia. W przypadku synonimii najtrudniejszą grupą terminów przy ustalaniu ekwiwalentów okazała się grupa terminów należąca do tej samej gałęzi prawa. W tym przypadku wymagana jest bardziej dogłębna analiza semantyczna i pragmatyczna ekwiwalentów, która może

wykazać, że niektóre synonimy okazują się reprezentować także inny język (lekt) specjalistyczny (np. szw. termin *fordring*) i z tego powodu warto z nich zrezygnować, by nie wprowadzić niejasności. W pozostałych przypadkach pomocny jest też wymiar podgałęzi prawa. Na jego podstawie można było przykładowo wykluczyć szwedzki termin *ackord* z serii synonimów *avtal*, *kontrakt*, *ackord*. W pozostałych częściach analizowanych synonimów, czyli synonimów zróżnicowanych pod względem przynajmniej jednego wymiaru, do ustalenia ekwiwalentu wystarczyły wskazania tego wymiaru (np. wymiar lekt w przypadku szw. terminów *åktenskapsskillnad* and *skilsmässa* lub wymiar gałęzi prawa w przypadku pol. terminu *młodociany*).

Polisemię rozpatrywaliśmy w podziale na ekwiwalenty pochodzące z języka ogólnego o pewnym, ustalonym w prawie znaczeniu (polisemia lingwistyczna) i ekwiwalenty pojawiające się przede wszystkim w języku prawnym (polisemia prawna). W pierwszej grupie ustalenie ekwiwalentów prawnych było znacznie prostsze, ze względu na zwykle jedno znaczenie prawne ekwiwalentu (np. szw. termin *bevis*) lub dwa łatwo rozróżnialne (np. szw. termin *hyra* w znaczeniu najmu i czynszu). W drugiej grupie mieliśmy do czynienia z wieloma znaczeniami prawnymi, które nie zawsze można było rozróżnić za pomocą wymiaru gałęzi prawa (np. pol. termin *orzeczenie*). Dodatkowo terminy przy głębszej analizie okazywały się niekiedy bardziej wieloznaczne niż to zakładano, ponieważ wszystkie były rzeczownikami odczasownikowymi. Rzeczowniki odczasownikowe zarówno w j. polskim jak i szwedzkim wyrażać mogą nie tylko stan, ale i proces. To drugie znaczenie okazywało się niekiedy silnie reprezentowane w tekstach prawnych, choć słowniki takiego znaczenia nie wskazują (np. szw. termin *avgörande*). Przy ustalaniu ekwiwalentów dla terminów polisemicznych zaleca się zatem szczególnie porównywanie tekstów paralelnych i analizę pragmatyczną ekwiwalentów w tych tekstach.

Kolejną badaną relacją była relacji hiperonimii/hiponimii. W niektórych przypadkach relacja ta jest analogiczna dla ekwiwalentów w obu językach (np. pol. termin *postępowanie egzekucyjne* i szw. termin *utsökning*). Wówczas tłumacz może wybrać hiperonim w języku docelowym odpowiadający hiperonimowi w języku źródłowym (lub odpowiednio hiponim w j. docelowym odpowiadający hiponimowi w j. źródłowym). Drugim, bardziej skomplikowanym przypadkiem jest, gdy relacja hiperonimii/hiponimii

z języka źródłowego nie jest odwziewiedlona w języku docelowym. Wówczas proponuje się dwa rozwiązania: dla odbiorców dalekich (wg Kierzkowskiej 2002) proponuje się wybór hiperonimu (np. dla szw. terminu *mål*, pol. termin *sprawa*), a dla odbiorców bliskich proponuje się dostosowanie terminu w postaci alternatywy (dla szw. terminu *mål* ekwiwalent *sprawa cywilna/karna*).

Praca obejmuje również analizę tzw. fałszywych przyjaciół tłumaczy, czyli (niemal) homofonów i (niemal) homografów w obu językach, które mają odmienne znaczenie. W przypadku języka polskiego i szwedzkiego są to wyrazy pochodzące z łaciny, które w procesie historycznym zmieniły swoje znaczenie (np. szw. termin *konkurs* i pol. rzeczownik *konkurs*). Fałszywi przyjaciele są często pułapką dla tłumaczy, jednak nie stanowią one szczególnej trudności w przypadku polsko-szwedzkiej pary językowej, ponieważ ich liczba jest dość ograniczona, co wynika ze stosunkowo niewielkiej liczby zapożyczeń z łaciny w szwedzkim języku prawa (np. szw. termin *konkurs* i pol. rzeczownik *konkurs*).

Zanalizowaliśmy również terminy polskie i szwedzkie pod względem tzw. znaczeń nieostrych, które występują w polskim i szwedzkim prawie w postaci niejednoznacznych zwrotów, takich jak *ważna przyczyna* czy tzw. klauzul generalnych, np. *zasady współżycia społecznego* czy *dobro dziecka*. Celem tych zwrotów jest danie sędziemu pewnej swobody przy podejmowaniu decyzji i wydawaniu wyroku. Zanalizowane przykłady z prawa polskiego (*zasady życia społecznego* i *dobro dziecka*) i szwedzkiego (*tro och heder* i *barnets bästa*) pozwalają na konkluzję, że w obu systemach prawnych można odnaleźć klauzule generalne o podobnym znaczeniu, choć niekiedy ich tłumaczenie należy uzależnić od atrybutów tekstu wyjściowego, np. gałęzi prawa lub okresu, do których dana klauzula się odnosi.

W kolejnym rozdziale badano metafory w języku prawa. Odnotowano przy tym dużą zbieżność semantyczną przykładowych metafor (pol. *ciężar dowodu spoczywa* i szw. *bevisbördan åligger*), co pozwala na ustalenie ekwiwalentów dla wyrażen metaforycznych w obu językach. Badanie to odnosi się do tzw. metafory pojęciowej wg Lakoffa and Johnsona (2003) i potwierdza tezę tych autorów, że pewne metafory, np. tzw. metafory orientacyjne są częścią kultur ludzkich, w tym wypadku polskiej i szwedzkiej, które pod względem akurat tych metafor nie różnią się i dysponują odpowiadającymi sobie wyrażeniami.

Jak wynika z dalszego badania także eufemizmy stosowane są w polskim i szwedzkim języku prawa. Eufemizmy odnoszą się do kulturowych, społecznych czy religijnych kwestii uznawanych za tabu, które dotyczą często pojęcia śmierci i kary. Analizowane przykłady (np. szw. *avlida*, pol. *pozbawiać życia*, szw. *beröva livet*), wskazują, że w szwedzkim i polskim języku prawa występują eufemizmy, które ukrywają znaczenie pojęć tabu, choć nie każdy eufemizm ma swój eufemistycznych odpowiednik w obu językach (np. szw. *avlida* versus pol. *umrzeć*).

W następnym rozdziale zaprezentowaliśmy proces wyboru ekwiwalentu w postaci algorytmów translacyjnych, składających się z 7 kroków. Algorytmy w systematyczny sposób odzwierciedlają ustalanie ekwiwalentu przez tłumacza. Pokazaliśmy ten proces na przykładzie terminu monosemicznego (o jednym znaczeniu), terminu synonimicznego i polisemicznego oraz terminów bezekwiwalentnych. W przypadku tych ostatnich przed ewentualnym ukuciem nowego ekwiwalentu zalecamy szukanie potencjalnych ekwiwalentów wśród terminów występujących w prawie międzynarodowym, szwedzkojęzycznym prawie UE lub wśród już nie obowiązujących terminów w prawie szwedzkim.

W poszczególnych rozdziałach monografii ustaliliśmy ekwiwalenty dla około 80 terminów. Większość z nich pochodziła spośród potencjalnych ekwiwalentów, których znaczenie określiliśmy porównując definicje prawne i paralelne teksty prawne. Na tej podstawie terminy zostały sparametryzowane. W nielicznych przypadkach żaden z potencjalnych terminów nie okazał się wystarczający. W takich przypadkach do ekwiwalentu dodawano definicję opisową, ukuwano termin, stosowano hiperonim lub stosowano inną adaptację.

Na koniec zajęliśmy się doбором ekwiwalentów translacyjnych dla różnych wspólnot komunikacyjnych, czyli grup odbiorców. W rozdziale tym zwracamy uwagę, że ekwiwalenty wybiera się nie tylko ze względu na znaczenie terminu w języku źródłowym i docelowym, ale również należy wziąć pod uwagę odbiorców tekstu, którzy charakteryzują się określonymi atrybutami. Typowym kryterium rozróżniającym dla różnych grup odbiorców jest ich kompetencja prawna, czyli uproszczony podział na odbiorców prawników i laików w dziedzinie prawa. Jak wspomnieliśmy wcześniej, w Szwecji proponuje się już pewne uproszczone terminy do stosowania w wyrokach sądowych, które skierowane są przeciw

najczęściej do odbiorców-laików. W myśl tej rekomendacji zaproponowaliśmy dalsze ekwiwalenty, pochodzące z języka potocznego, jednak z tym zastrzeżeniem, że można je stosować wyłącznie w tzw. tłumaczeniu środowiskowym (*community interpreting*), a nie w pisemnym tłumaczeniu tekstów prawnych. Poza tym wyróżniliśmy grupy odbiorców w postaci czytelników powieści i książek historycznych i zaproponowaliśmy dla nich ekwiwalenty pochodzące spośród terminów historycznych oraz z języka potocznego. Jako ostatnią grupę odbiorców wyróżniliśmy wspólnotę Finoszwedów, dla których oczywiście przewidzieliśmy terminy funkcjonujące w fińskim wariantcie języka szwedzkiego.

Podsumowując to badanie możemy stwierdzić, że zastosowane legilingwistyczne metody ustalania ekwiwalentów okazały się skuteczne, choć podkreślić należy, że wymagają one dużego nakładu czasu. Parametryzacja terminów prawnych służy usystematyzowaniu pracy, nie zawsze jednak umożliwia ustalenie ekwiwalentu translacyjnego, na przykład jeśli kilka ekwiwalentów wykazuje te same cechy w poszczególnych wymiarach. W przypadku prawnych tłumaczeń w omawianej parze językowej przyczyną nieskuteczności parametryzacji może być niekiedy odmienna klasyfikacja prawa w obu systemach (brak odpowiednika polskiego kodeksu cywilnego w prawie szwedzkim). Szczególnie efektywne okazało się porównywanie paralelnych tekstów prawnych, bowiem dostarcza ono informacji o dodatkowych semantycznych i pragmatycznych właściwościach terminów, które często wykraczają poza znaczenie referencyjne (słownikowe) terminów. Zastosowane metody zaleca się szczególnie początkującym tłumaczom, którzy mogą w takim procesie dogłębnie poznać znaczenie terminów prawnych i usprawnić swoje metody poszukiwania ekwiwalentów.

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