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Karolina Kaczmarek¹

THE TEXTUAL ROLE OF REPETITION IN THE TRANSLATION OF POLISH AND HUNGARIAN LEGAL TEXTS

ABSTRACT: This article presents research on written legal texts with a focus on the cohesion of such texts by analyzing the function of lexical repetition. The author indicates the possibility of using Hoey and Károly's method of researching repetition patterns in texts in the process of translating Polish and Hungarian legal texts. In this analysis Polish, and Hungarian contract texts serve as a search base. Because contracts in both languages are structured into similar units, so called clauses, the author chose it for a base category of analysis. The author used three structures to search for lexical repetitions: intrasentential, intersentential and discourse structure. Because of the specific genre, contract clauses were used for analysis instead of popular linguistic units such as the sentence. Therefore, the discussion here concerns intra-clausulal, inter-clausulal or legal discourse structures. The author states that the number and quality of repetition in Polish and Hungarian contracts is comparable. However, the number of lexical repetition appear to be smaller in Hungarian texts.

KEY WORDS: legal text, legal translation, repetition

In recent years, the textual nature of translation has become a popular research topic. According to Neubert (1996: 87, 91) "the textual perspective has now been fully integrated into the agenda of translation studies." Neubert indicates two aspects of textuality which are connected with translation studies:

1. Linguistic utterances are always part of larger communicative events, and
2. Individual texts can be grouped into classes of texts that reflect the communicative habits of speakers of a particular language.

Neubert rephrase these insights for two translation purposes:

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1. Translation in the real world always has to do with whole texts
2. Translation is always connected to how other “similar” texts have been translated.

For a comprehensive analysis of text, it is necessary to examine the various levels of language. Some researchers emphasize the need to analyze the interaction of three levels of language: the intrasentential structure, the intersentential structure, and the discourse structure (compare: Connor and Kaplan: 1987:2, Károly: 2002:16). According to Károly (2002), no theories thus far have been able to analyze all of these levels. One of the reasons for this could be the variety of text types and genres. In this analysis, a specific genre was analyzed and Polish and Hungarian legal texts were chosen as a search base.

In our study of legal text, we apply two issues as follows:

1. The meaning of written legal texts is consistently influenced by the whole legal system of the country from which the text originates in addition to other legal systems. This means that a translation of texts cannot be completed without taking into account the complete legal context.

Sometimes units of texts indicate the type of context which should be applied. For instance, Polish and Hungarian written contracts usually contain a unit which indicates the source of law regulation which should be applied if there are issues not mentioned in the units of contract. One such example is that of Polish or Hungarian statutory text. For instance:

Unit of Polish contract:

W sprawach nieuregulowanych postanowieniami niniejszej umowy mają zastosowanie przepisy kodeksu cywilnego.

Unit of Polish contract:

A szerződésre a magyar jog szabályait kell alkalmazni.

2. In the study of legal text, it can be useful to compare parallel texts. “Parallel texts are texts produced by users of different languages under near-identical communicative conditions. [...] Parallel text files [...] are part and parcel of the material and mental equipment of the competent translator. This equipment is a vast database storing enormous experience. It is the key to an extensive knowledge of how texts are structured in the (text) world of different (communicative) cultures” (Neubert 1996:101). In translating legal written texts, the comparison of content and structure in parallel texts can be especially helpful when the legal systems of the two languages are similar. An example of this is the tradition of the continental legal systems

in Europe and the Code Napoleon. Polish and Hungarian legal systems are both based on the continental tradition. Moreover, for fifty years the two legal systems were applied as systems of Soviet satellite states. That is why parallel texts of the two languages are often surprising with their similarity of content and structures in spite of different (inflected and agglutinative) language systems.

The following example illustrates this point:

Unit of Polish contract:

Sprzedający oświadcza, iż przedmiot umowy jest wolny od wad fizycznych i prawnych.

Unit of Hungarian contract:

Az eladó a jármű tulajdonjogáért, per-, teher- és igénymentességéért felelősséget vállal.

From our “legal text translation” perspective, one of the interesting issues discussed by Neubert (1996: 99) is the term *units of translation*. According to this perspective, *units of translation* are “the smallest source items of patterns susceptible of being rendered into the target text.” This flexibility means that they may consist of single words or whole texts. In our research, we applied the term *unit* to help with the process of analysis of Polish and Hungarian written contract texts. Comparing parallel texts, we stated that contracts in both languages are structured into the same kind of units, called *clauses*. According to the definition of Oxford Dictionary of Law, “a *clause* is a subdivision of a document. A clause of written contract contains a term of provision of the contract. Clauses are usually numbered consecutively” (Martin, Law: 2006). *Units of translation* can also reside in larger textual structures called *macrostructures*. “Source texts very often show a particular macro structural order or distribution that is dependent upon certain conventions of a text type. These conventions governing how textual chunks are coordinated and/or superordinated in the source culture may differ significantly from the usual way texts are structured by the target community” (Neubert 1996: 99).

Written contracts using a special macro structural order and certain conventions of a text type can be treated as a special genre of legal texts. Text researchers often use the two terms macrostructure and microstructure of a text. However, for our analysis of written contracts, we applied the third term used in the context of text structure: a mezostructure (van Dijk: 1980, Beaugrande-Dressler: 1981). This term is understood as the middle level

of text which, in contracts, would be the part of the text called the clause. A clause is a unit which contains one or more sentences, but the sentences within the clause are more strongly connected to each other.

One of the most important issues in text research is coherence as well as cohesion. According to Halliday and Hasan (1976: 4) cohesion is “the relation of meaning that exists within the text, and that define it as a text”. The most frequent, and thus the most important category of cohesive ties, is the lexical category. Halliday and Hassan show that over forty percent of all cohesive ties in texts submitted to analysis were constituted by lexical ties. Grabe and Kaplan (1996: 55) define cohesion as „the means available in the surface forms of the text to signal relationships that exist between sentences or clausal units in the text” (compare: Károly 2002: 64-65). Károly states, that they explain the importance of lexis from a more cognitive perspective. Their main argument is that “lexical entries used in text construction provide the basic meaning and inference signaling from which syntactic structures, semantic senses, and pragmatic interpretations are produced” (Károly 2002: 66-67). Our research of written legal texts is focused on cohesion of text by analyzing the function of lexical repetition. We compare the models of repetition in texts of two languages to obtain information about cohesion as well as obtain theoretical, methodological and practical issues for translation.

Károly (2002) indicates, that most of the research on cohesion draws on Halliday’s and Hasan’s (1976) work, especially in connection with their cohesion analysis model of explicit cohesion markers to help infer meaning. Károly focuses especially on Hoey’s (1991) work and modifies a particular aspect of Hoey’s original taxonomy to propose a refined version of the repetition model. She proposes an analytical tool for the study of lexical repetition in written argumentative discourse, which contributes to three main areas of study: cohesion analysis, repetition research, and English written text analysis.

One of the most important features of Hoey’s system is his analysis of repetition cohesion which “not only itemizes cohesive features but also observes how they combine to organize text” (Károly: 2002:73). According to Hoey, repetition forms bonds which create nets of bonds, thus organizing text. In later studies Hoey (1995) also includes intertextual bonding in his system. Károly mentions a numerous aspects of Hoey’s (1991) research. One aspect mentioned is that the greater part of cohesion is the product

of lexical relations rather than grammatical relations. He perceives these lexical relations as various forms of lexical repetition. He emphasises the non-structural nature of his method, and reinterprets the description of text as "structure" and "culturally popular patterns of organization". In analysing texts, Hoey dissects each sentence of the given text and identifies items which are related. An amount of connection helps to distinguish between "central and marginal sentences" in the text. Central sentences make multiple connections with other sentences and thus play a crucial role in the development of theme in a text. The ones which show fewer connections and consequently contribute less to the development of the theme are called marginal sentences (compare Károly 2002:79).

Thus Károly, basing her research on Hoey's system, also indicates areas of weakness and proposes solutions. For instance, Hoey's criteria for the selection of lexical relations under the category of repetition remains unclear. The question remains of why certain lexical relations are excluded, such as antonyms which designate opposite rather than similar meaning. Diagrammatic representation does not indicate the quality of bonds, which can give misleading information about the distance between the bonded pairs. Károly improves these categories to cover more lexical relations and apply standard terminology (e.g. synonymy, hyponymy). It is also crucial that she establishes a hierarchy of lexical relations based on semantic closeness and demonstrates the place of each category within this hierarchy. Károly applied Hasan's (1984) category of instantial relations and grouped all instances of relations under this category which are created by textual context, i.e. are text-bound lexical relations. Károly (2002:113) states that "the potential of Hoey's (1991) analytical method is greater than what is shown in its present form. [...] In order for the revised analytical tool to be sensitive enough to predict subjective reader judgement of the organizational quality of texts, it is important to include measures related to the length, strength, and position of bonds."

The framework of analysis applied by Károly is a partly revised version of Hoey's (1991) repetition model for the study of the text-organizing function of lexical repetition. The main categories of repetition are: same unit repetition (simple and derived repetition) and different unit repetition, including synonymy (simple and derived), opposites, hyponymy, meronymy and instantial relations. The table below shows the summarized categories proposed by Károly (2002:104) and their distribution within the text:

close relation	Grammatical elements:
	Certain non-lexical elements (semi-lexical) LEXICAL RELATIONS Same unit repetition – repetition (simple, derived) Different unit repetition – synonymy (simple, derived) – opposites (simple, derived) – hyponymy (simple, derived) – meronymy (simple, derived) TEXT-BOUND RELATIONS instantial relations
loose relation	Metaphors and highly subjective, cultural and personal lexical relations

Hoey’s principal aim of his research was to highlight sentences that are central to the development of theme and assist in the formation of readable summaries of text. The aim of the study by Károly was to propose and test a theory-based analytical tool, which would be capable of predicting subjective reader appeal in a reliable and valid manner. In relation to this our analysis is connected with the process of translation, especially with the translation of legal texts. Károly (2002:117) noticed that “as repetition is expected to play a similar role in other text types as well, the application of the revised taxonomy may be extendable to other genres too, except narration, on the same grounds as expressed by Hoey (1991) as well.” According to the legal dictionary definition (Martin, Law: 2006), contract is “a legally binding agreement. Agreement arises as a result of offer and acceptance, but a number of other requirements must be satisfied for an agreement to be legally binding.” Data analysis in Polish and Hungarian contracts on the basis of Károly’s method reveals:

- a number of basic measures: the number of sentences and clauses in texts and the number of sentence interactions within texts
- repetition type
- combination of links and bonds to organize text, including strength of connection between the sentences linked by repetition (compare Károly 2002: 131).

Analyzed text of Polish contract

UMOWA KUPNA –SPRZEDAŻY SAMOCHODU

Sprzedający: Imię i nazwisko, Adres zamieszkania, Seria i numer dowodu osobistego, Wydany przez...,

Kupujący: Imię i nazwisko, Adres zamieszkania, Seria i numer dowodu osobistego, Wydany przez....

Pkt. 1 Przedmiotem umowy jest sprzedaż pojazdu: marka/model, rok produkcji, nr silnika, nr nadwozia nr rejestracyjny

Pkt. 2 Sprzedający oświadcza, że pojazd będący przedmiotem umowy stanowi jego własność, jest wolny od wad prawnych oraz praw osób trzecich, że nie stanowi on również przedmiotu zabezpieczenia.

Pkt. 3 Strony ustaliły wartość przedmiotu umowy na kwotę:słownie

Pkt. 4 Sprzedający przenosi na rzecz Kupującego własność pojazdu określonego w punkcie 1 niniejszej umowy za kwotę określoną w punkcie 3 niniejszej umowy, której otrzymanie Sprzedający kwituje. Kupujący kwituje jednocześnie odbiór w/w pojazdu.

Pkt. 5 Kupujący oświadcza, że stan techniczny pojazdu jest mu znany.

Pkt. 6 Strony ustaliły, że wszelkiego rodzaju koszty transakcji wynikające z realizacji ustaleń niniejszej umowy oraz koszty opłaty skarbowej obciążają kupującego.

Pkt. 7 W sprawach nie uregulowanych w niniejszej umowie zastosowanie mają obowiązujące w tym zakresie przepisy kodeksu cywilnego.

Pkt. 8 Niniejszą umowę sporządzono w dwóch jednobrzmiących egzemplarzach, po jednym dla każdej ze stron.

The repetition matrix of text shows us repetitions within the text. The number 0 represents the title of text. Also, connections within a title are accounted for. The method of counting repetition connections across the text are as follows: the 0 sentence (title) connects with the 0 clause, followed by the first clause, second clause, third clause, etc. The table contains repeated units from two analysed clauses. Exceptions to that rule are:

- the sentence 0, in which the window contains repetitions beyond 0 sentence, and

- the windows 1-1, 2-2, 3-3 etc., which show connections within one clause.

Figure 1: The repetition matrix of Polish contract

0	kupno sprzedaz personal data	Kupujący Sprzedający personal data							
1	umowa sprzedaz pojazd	umowa sprzedaz pojazd							
2	Sprzedający pojazd umowa	Sprzedający samochód pojazd umowa	Sprzedaz przedmiot umowy przedmiot zabezpie- czenia pojazd	Sprzedający przedmiot umowy pojazd przedmiot zabezpie- czenia pojazd	prawny przedmiot umowy pojazd stanowi nie stanowi wolny	prawa przedmiot zabezpie- czenia przedmiot umowy nie stanowi nie stanowi			
3	Strony Strony umowa	Sprzedający Kupujący umowa	umowa	umowa	przedmiot Strony umowa	kwota słownie			
4	Sprzedający Kupujący pojazd umowa	Sprzedający samochód umowa **Definition	Sprzedaz Sprzedający pojazd umowa	Sprzedający umowa pojazd własność	Sprzedający umowa pojazd	Sprzedający Kupujący umowa przedmiot kwota określony punkt 3	Strony Strony umowa pojazd kwota określony punkt 3	Sprzedający Kupujący niniejsza umowa kwitować pojazd określony w punkcie	
5	Kupujący pojazd, samochód	Kupujący samochód	pojazd	pojazd	oswiadczyć pojazd	Kupujący pojazd	Strony przedmiot		

On the basis of the table above various conclusions were drawn:

Table of repetition

The table below contains a number of repetitions within the title, clauses, and text. According to this information, we find three repetitions in the 0 sentence (title), three connections of 0 sentence within first clause, four connections between fourth clause and second clause, two repetitions in sixth clause, etc.

Figure 2: Number of repetitions in text

0	3								
1	3	0							
2	3	4	5						
3	3	1	3	1					
4	4	3	4	7	6				
5	2	1	2	2	0	0			
6	4	1	2	4	4	0	2		
7	1	1	3	2	1	0	2	0	
8	3	1	2	2	2	2	3	1	1
	0	1	2	3	4	5	6	7	8

Basic conclusions deducted from figure 1 and figure 2:

- the number of clauses in texts (with a title): 9
- the number of sentences in texts: (with a title): 10
- the number of signs in texts: 1158
- the number of sentence interactions within texts (with a title): 101

Repetition type

Based on table 1 and 2, we could also ascertain the type of repetitions used and the frequency of their appearance.

1. Same unit repetition

The table below contains a number of same unit repetition as well as the proportion of same unit repetition and different unit repetition. The first number in the table shows the number of same unit repetition. The second number gives

the number of all repetitions in the analysed clause. For reasons of better clarity, we have not distinguished derivated and non-derivated forms.

Figure 3: Number of same unit repetition in text

All amount of same unit repetition: 56

0	0-3								
1	3-3	0							
2	2-3	2-4	1-5						
3	1-3	1-1	2-3	0-1					
4	2-4	2-3	4-4	3-7	6-6				
5	1-2	1-1	2-2	0-2	0-0	0-0			
6	2-4	1-1	1-2	1-4	2-4	0-0	1-2		
7	1-1	1-1	1-3	1-2	1-1	0-0	1-2	0-0	
8	1-3	1-1	1-2	2-2	0-2	1-2	1-3	1-1	0-1
	0	1	2	3	4	5	6	7	8

2. Different unit repetition

In our analysis, we took into account categories such as synonyms and opposites as well as other categories. When one category is in a repeated unit, we can find similar words but different grammatical forms, such as the noun *kupno* and the participle *kupujący*. The other category represents the repetition of the same established pattern and widely understood repetition within legal discourse. For reasons of better clarity, we have not counted opposites between *seller* and *buyer* or *sell* and *buy*.

Meaning of signs used in the figure 3:

G – grammar change, Hn – hyponym, O – opposite, Hm – homonym (or partly homonym), S – synonym, P – the same pattern, D – repetition within legal discourse.

The number before a sign signals the frequency of appearance. For example, signing 2 G means two repetitions with a grammar change (for example: 0 (title) – sprzedaż – sprzedający, kupno – kupujący). 0-2 1 Hr – Hn means that beyond 0-2 (title and second clause) connection there is one hiperonym – hiponym relation (pojazd – samochód). 7-3 S, O – shows the repeated word stay in relation to synonymity and oppositeness to its pair.

Figure 4: Table of different unit repetition

0	2 G 1 P								
1	0	0							
2	1 Hr - Hn	1G 1 Hn- Hr	2 S 1 Hm 1 O						
3	2 Hn-Hr	0	1 Hr - Hn	1 S					
4	1 Hr-Hn 1 D	1 G	0	2 Hn-Hr 2 S	0				
5	1 Hr-Hn	0	0	1 Hn-Hr 1 S	0	0			
6	2 Hr-Hn	0	1 Hr-Hn	2 Hr-Hn 1 G	2Hr- Hn	0	1 Hr-Hn		
7	0	0	1 Hn-Hr 1 Hr-Hn	1 S, O	0	0	1 S, O	0	
8	2 Hr-Hn	0	1 Hr-Hn	0	2 Hr- Hn	1 Hr- Hn	2 Hr-Hn	0	1 Hm
0	1	2	3	4	5	6	7	8	

To sum up, in the text we could find 45 different unit repetitions

- 28 relations of hyperonyms and hyponyms;
- 5 repetitions with grammar changes;
- 1 repetition with the same pattern;
- 1 repetition within legal discourse;
- 6 relations of synonym;
- 2 relations of synonym but opposite;
- 1 partly homonym;
- 1 homonym.

Analysed text of Hungarian contract

GÉPJÁRMŰ ADÁSVÉTELI SZERZŐDÉS

amely létrejött

egyrésztől név:..... (született: születési hely, idő: anyja neve: személyi igazolvány száma: lakcíme:) mint eladó (a továbbiakban: Eladó), másrésztől név: (született: születési hely, idő: anyja neve: személyi igazolvány száma: lakcíme:) mint vevő (a továbbiakban: Vevő) között

alulírott helyen és időben az alábbi feltételekkel:

1. Az Eladó eladja a tulajdonában lévő típusú forgalmi rendszámú, alvázszámú, motorszámú gépkocsit.
2. A Vevő megveszi az 1. pontban megjelölt gépkocsit, miután azt megtekintette, kipróbálta és megfelelőnek találta.
3. A kölcsönösen kialakított vételár forint, amelyet a Vevő teljes egészében a jelen szerződés aláírásakor átad. Az Eladó az összeg átvételét a jelen szerződés aláírásával elismeri és nyugtázza.
4. Az Eladó szavatol a gépkocsi per-, teher-, és igénymentességéért.
5. Az Eladó tájékoztatta a Vevőt arról, hogy tudomása szerint a járműnek nincs olyan hibája, amely annak használatát gátolná.
6. A Vevő a gépkocsit jelen szerződés aláírásának napján veszi birtokba, és kötelezettséget vállal arra, hogy a tulajdonos személyében bekövetkezett változást 15 napon belül bejelenti az illetékes rendőrhatalóságnál és a lakóhelye szerint illetékes polgármesteri hivatal adócsoportjánál.
7. Az ebben a szerződésben nem szabályozott kérésekben a Polgári Törvénykönyv rendelkezéseit kell alkalmazni.
8. A jelen szerződés három példányban készült, amelyet a szerződő felek mint akaratukkal mindenben megegyezőt aláírásukkal megerősítenek.

Figure 6: Number of repetition in text

0	6								
1	3	2							
2	2	1	1						
3	4	1	1	4					
4	2	2	1	1	2				
5	3	2	2	1	1	0			
6	3	2	3	2	1	2	1		
7	1	0	0	2	0	0	2	1	
8	3	1	1	4	1	2	1	1	1
	0	1	2	3	4	5	6	7	8

Basic conclusions deduced from figure 1 and figure 2:

- the number of clauses in texts (with a title): 9
- the number of sentences in texts: (with a title): 10
- the number of signs in texts: 1401
- the number of sentence interactions within texts (with a title): 75

Figure 7: Number of same unit repetition in text:

All amount of same unit repetition: 45.

0	3-6								
1	1-3	1-2							
2	1-2	0-1	0-1						
3	4-4	1-1	1-1	1-4					
4	1-2	2-2	1-1	1-1	2-2				
5	2-3	1-2	1-2	1-1	1-1	0			
6	2-3	1-2	2-3	1-2	1-1	2-2	1-1		
7	1-1	0	0	2-2	0	0	2-2	0-1	
8	1-3	0-1	0-1	1-4	0-1	0-2	0-1	1-1	1-1
	0	1	2	3	4	5	6	7	8

3. Different unit repetition

Figure 8: Table of different unit repetition

0	2 G, Hr-Hn 1P								
1	1G, 1 S	1G							
2	1 S	1S	1G						
3				1S 1G 1 G,O					
4	1S								
5	1 Hn-Hr	1 Hn-Hr	1 Hn-Hr						
6	1S	1G	1S	1S					
7									
8	2Hn-Hr	1Hn-Hr	1Hn-Hr	2Hn-Hr 1G	1Hn-Hr	1Hn-Hr	1Hn-Hr		
0	1	2	3	4	5	6	7	8	

- In the analysed text, we found 30 different unit repetitions
- 12 relations of hyperonyms and hyponyms
 - 2 relations of hyperonyms and hyponyms with grammar change
 - 6 repetitions with grammar change;
 - 1 repetition with the same pattern;
 - 7 relations of synonym.

To sum up, we can see, that the number and quality of repetition in Polish and Hungarian contracts is comparable. However, the number of lexical repetitions appears to be smaller in Hungarian texts. Though more research is required, we deduced that in making a text more coherent, the role of grammar is made more significant in Hungarian texts than in Polish. Our second thesis, which calls for replication, is that in legal texts there are more of the same unit repetitions than in other kinds of texts. Both in Hungarian and Polish there is a manner, in order to make the style of text better that one should avoid same unit repetitions. However, that manner is not applied to legal written texts because of the importance of clarity.

Coming back to the Connor and Kaplan's (1987:2) approach, we can say that we used three structures to search for lexical repetitions: intrasentential, intersentential and discourse structure. Because of the specific genre, contract clauses were used for analysis despite other popular linguistic units such as the sentence. Intra-clausal relations are shown in the tables in windows such as 1-1, 2-2, 3-3, etc. Inter-clausal relations are shown in other windows, such as 1-2, 1-3, 1-4, etc. In our research, we did not focus on legal discourse structure. However, every clause of contract can be a kind of repetition and can be found in the content of a statute.

Because of the specific genre analyzed, it would not be useful to highlight the sentences that are central to the development of theme. We can see that almost every clause has at least one connection with another clause of the text, especially with the title of a text. The basic and most frequently used words of texts are: *buy, sell and car*. Each one of these can be found in the title, and in nearly each clause. Therefore, every clause has the same importance. This statement agrees with the principle of law that the degree of importance of each word in legal text is the same.

It should be noted, that the results of our analysis may only be regarded as provisional, and further research is needed. However, we can say that research of repetition is useful not only for linguistics but also for translatology. It is imperative to better understand the meaning of translated text, taking into account both the contents inside the text and their connections to wider discourse.

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