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Synonyms as a Challenge in Legal Translation Training

Abstract: Even though it is sometimes argued that synonymy is undesirable in legal language, legal language is not devoid of it. In fact, legal language involves cases of syntactical synonymy and lexical synonymy as well as cases of absolute and partial synonymy. Therefore synonymy must be addressed in a legal translation classroom to make trainees aware of all the issues that it may involve, as well as of the fact that terms that may be perceived as synonymous by laypeople are not actually synonymous to lawyers (e.g. *murder, homicide, manslaughter*). What also needs to be addressed in a legal translation classroom are situations of near-synonyms, whose usage is governed by collocational or contextual restrictions (e.g. *breach, violate, infringe*) and sometimes involves slight nuances in meaning (e.g. *liability v. responsibility*, or *unlawful, illegal, illicit*, etc.). This article introduces a step-by-step approach designed to introduce legal translation trainees to a variety of issues related to (non-)synonymy in legal language, and presents a series of exercises that have been prepared to this end in line with the scaffolding approach. Although the exercises are designed for the English–Czech language pair, they are easily transferable to any teaching context involving English.

Keywords: doublets, legal translation training, lexical synonymy, synonymy, syntactical synonymy

Introduction

The role of synonymy in legal language is controversial, and, as Tiersma argues, ‘the legal profession has a very schizophrenic attitude toward synonyms.’¹ Some argue that this is undesirable, since lawyers tend to see different meanings behind different

1 P. Tiersma, *Legal Language*, Chicago 1999, p. 113.

terms,² which may lead to confusion and cause legal uncertainty. However true this may be, synonymy in legal language exists, as attested by a number of papers that address it.³

Synonymy is also one of the areas that cause problems in legal translation, as identified by Cao, who, in her list of areas of difficulty in legal translation, makes a specific reference to issues of ‘legal language as a technical language in terms of ordinary v. legal meanings, and legal synonyms [emphasis added]’.⁴ In addition, the problem of synonyms becomes even more acute in legal translation since many languages and legal systems do not make the same distinctions that English does, making it difficult to find equivalents in the target language. It is therefore only logical that it should be addressed in a legal translation classroom. This article will discuss the status of synonymy in legal language, and more specifically in legal English, to later adopt a didactic perspective and present a number of exercises that may be used to raise legal trainees’ awareness of its existence and of the challenges it involves. Even though the exercises were designed to be used in an English–Czech legal translation classroom, all of them can be used, possibly subject to slight adaptation, for any language pair involving English as either the source or the target language.

1. Synonymy in Legal Language

Synonymy has been extensively addressed by linguists, and as Cruse admits, ‘there is no neat way of classifying synonyms’, which leads to great variation in the terms used to describe different types of synonymy.⁵ Therefore the definitions of synonymy proposed by linguists are often rather broad, to cover the phenomenon in its entirety. According to Cruse, ‘a word is said to be a synonym of another word in the same language if one or more of its senses bears a sufficiently close similarity to one or more of the senses of the other word’.⁶ More specifically, in relation to legal language, Matilla defines synonymy as a situation where ‘two or several terms express the same concept’, which is often the definition used with reference to specialized language.⁷

2 cf. M. Chromá, Synonymy and Polysemy in Legal Terminology and Their Applications to Bilingual and Bijural Translation, ‘Research in Language’ 2011, vol. 9, no. 1, p. 45.

3 *Ibidem*; A. Matulewska, Semantic Relations between Legal Terms. A Case Study of the Intra-lingual Relation of Synonymy, ‘Studies in Logic, Grammar and Rhetoric’ 2016, vol. 45, no. 58, pp. 161–174; S. Goźdz-Roszkowski, Exploring Near-Synonymous Terms in Legal Language: A Corpus-Based Phraseological Perspective, ‘Linguistica Antverpiensia’ 2013, no. 12, pp. 94–109.

4 D. Cao, *Translating Law*, Clevedon 2007, p. 54.

5 A. Cruse, *Lexical Semantics*, Cambridge 1986, p. 266.

6 A. Cruse, *Glossary of Semantics and Pragmatics*, Edinburgh 2006, p. 176.

7 H. Matilla, *Comparative Legal Linguistics*, London 2006, p. 144.

As suggested above, synonymy is by no means a homogenous phenomenon,⁸ and many categories are distinguished, and different labels used, by different authors.⁹ On the most general level, Matulewska makes a distinction between interlingual and intralingual synonyms.¹⁰ The former are, in fact, a case of equivalence, which must be dealt with in legal translation by means of comparative conceptual analysis, which has been dealt with elsewhere.¹¹ Therefore the remainder of this article will address the case of intralingual synonymy in English from the translator's perspective.

On the most general level, Chromá conceives of two major categories, based on Murphy, namely lexical and propositional synonyms.¹² In her understanding, propositional synonyms are syntactical synonyms, which may often be expressed by paraphrase (1):

- (1) *In the event of Buyer's default*
Should the Buyer default
If the Buyer defaults

The category of lexical synonymy is even more varied; Cruse makes a distinction between absolute synonyms, propositional synonyms¹³ (also referred to elsewhere as cognitive)¹⁴ and near-synonyms (plesionyms),¹⁵ while Löbner identifies two categories, namely total and partial synonyms.¹⁶ In the case of absolute synonyms, 'words are mutually substitutable in all contexts without change of normality'.¹⁷ Such cases are comparatively rare in legal language, with the most frequent example being *causal link*, *causal nexus*, *causal connection*, *causal relation* and *causation*.¹⁸ Cognitive synonyms refer to situations when 'two words A and B are synonyms if substituting either one for the other in an utterance has no effect on the propositional meaning

8 This article uses the terms *synonym* and *synonymy* in the broadest sense possible to account for as many aspects as are relevant for the legal translation classroom.

9 Since the focus of this article is specifically on synonymy in a legal translation classroom, the theoretical aspects of synonymy will not be addressed.

10 A. Matulewska, *Semantic Relations...*, *op. cit.*

11 O. Klbal, *Teaching Comparative Conceptual Analysis to Legal Translation Trainees*, (in:) M. Kubánek, O. Klbal, O. Molnár (eds.), *Teaching Translation vs. Training Translators*. Olomouc Modern Language Series, Olomouc 2022, pp. 47–68.

12 M. Chromá, *Synonymy...*, *op. cit.*; M. L. Murphy, *Semantic Relations and the Lexicon*, Cambridge 2008, p. 144.

13 The meaning of the term is different than that used by Chromá. To avoid confusion, the term *syntactical synonyms* will be used to refer to the category of propositional synonyms as described by Chromá.

14 See A. Cruse, *Lexical Semantics...*, *op. cit.*

15 A. Cruse, *Meaning in Language: An Introduction to Semantics and Pragmatics*, Oxford 2011, pp. 142–145.

16 S. Löbner, *Understanding Semantics*, London 2002, p. 46.

17 A. Cruse, *Meaning in Language...*, *op. cit.*, p. 142.

18 M. Chromá, *Synonymy...*, *op. cit.*, p. 41.

(i.e. truth conditions) of the utterance', e.g. *false* and *untrue*.¹⁹ Finally, near-synonyms must share the same core meaning and must not have the primary function of contrasting with one another in their most typical contexts. Near-synonyms include sets of words like *damage, injury, loss* and *harm*, or *breach, violation, infringement, or infraction*.²⁰ Alcaraz Varó and Hughes argue that it is precisely this category that is the most frequent one in legal texts.²¹ The category of near-synonyms is extremely challenging as it often involves cases which may seem synonymous to lay users or which may be subject to collocational restrictions.

Yet another approach to classifying intralingual synonyms is that promoted by Matulewska,²² who identifies a number of parameters that may be used to distinguish synonyms. The parameters include *lect*, where synonymy may result from the opposition of specialized and non-specialized language or even from the opposition of two specialized languages, *time, text genre, branch of law* and *jurisdiction*. The individual categories will be dealt with later, together with the exercises that are proposed to train awareness of them.

2. Synonymy Across Parts of Speech

It is also important to note that synonymy in legal language may affect different parts of speech, and different types of synonyms may require different approaches in terms of interlingual transfer.

1. Adjectival synonyms such as *unlawful, illegal, wrongful, illicit*: such synonymical groups are often a matter of collocations, where they may acquire terminological value, and may well be researched by corpus methods.
2. Verbal synonyms such as *set aside, annul, cancel* or *reverse a judgment, or transfer, assign, deal with, sell* or *dispose of property*: such synonyms may be a matter of collocations, or jurisdictional variation, but at the same time may involve some terminological nuance, such as the distinction between *reject* and *dismiss* (as presented in Exercise No. 4).
3. Nominal synonyms such as *judge, justice* or *magistrate, or court* or *tribunal*, are often terminological in nature and usually cannot be used interchangeably, or may also be a case of collocations or jurisdictional variation (e.g. *share, stock* and *equity*).

19 A. Cruse, *Glossary, op. cit.*, p. 176.

20 Cf. S. Goźdz-Roszkowski, *Exploring...*, *op. cit.*

21 E. Alcaraz Varó and B. Hughes, *Legal Translation Explained*, Manchester 2002.

22 A. Matulewska, *Semantic Relations...*, *op. cit.*

4. Prepositional synonyms such as *in accordance with*, *pursuant to*, *according to* and *under* are often a matter of style and phraseology, and may be explored by corpus methods.²³

It is important to realize that different methods are available for tackling different types of synonyms, and trainees should be made aware of that. For example, corpus methods may be a helpful tool for dealing with cases of synonymy hinging on collocations, but are less convenient for cases of synonymy where a terminological nuance is involved.

3. Translating Challenges into Exercises

This section presents a series of exercises designed to raise legal translation trainees' awareness of the implications of synonymy for their work. The approach is based on an assumption that if certain phenomena are addressed in isolation by means of targeted exercises, trainees may develop procedures to deal with them in their future assignments. The exercises use examples from different branches of law, ranging from civil procedure to contract and company law. The examples come from authentic documents either available online or extracted from documents translated in the author's professional experience.

Awareness-raising

The initial exercise aims to raise trainees' awareness of the heterogeneity of the category of synonyms in legal language.

Exercise No. 1: Categories of synonyms: Match pairs of (near-)synonyms and discuss the type of synonymy:

plaintiff	Articles of Association
unlawful	undertaking
by-laws	proof
enterprise	set aside
landmark case	wrongful
evidence	affirmed
annul	tenant
dismissed	leading case
real property	claimant
lessee	immovable things

23 Ł. Biel, *Phraseological Profiles of Legislative Genres: Complex Prepositions as a Special Case of Legal Phrasemes in EU Law and National Law*, 'Fachsprache' 2015, no. 37, pp. 139–160.

Trainees are asked to identify pairs of (near-) synonyms and the type of synonym, and to discuss any implications that may be involved for translation. The examples include jurisdictional variation (*by-laws/Articles of Association* or *landmark case/leading case*, being the difference between UK and US English, and *enterprise* and *undertaking* being a difference between UK and EU English), diachronic variation possibly resulting from new legislation (*plaintiff/claimant* – a change introduced by Lord Woolf’s reform²⁴), differences between common law and continental law English terminology (*real property/immovable thing*) or simply collocational differences (*proof/evidence, set aside/annul, unlawful/wrongful*).

Pairs of synonyms as confusing words

Even when learning a non-specialized foreign language, an issue encountered by many is the differentiation between words that may be very similar (synonymous) in meaning but which are not interchangeable, as a result of usage differences.²⁵ The issue is even more acute in legal language since using the wrong word may involve legal consequences, and not just demonstrating one’s lack of language proficiency. Moreover, such words may often appear to be synonymous for lay users of language but very often carry a slight nuance of meaning, be it terminological or stylistic. Such issues are best presented by discussing the definitions and the nuances in meaning, accompanied with examples of use, and practised by means of gap-fills (inspiration may be drawn from general language-practice books).²⁶

Exercise No. 2: Study the difference between responsibility and liability and then complete the gaps:

Liability	Responsibility
To be liable for something means to be legally responsible for something, as in ‘he lost his case and was found liable for damages’.	‘Responsibility’ refers to the care and consideration a person has for the outcome of their actions. It can also refer to any legal obligation a person may have to repair any damage caused, as in ‘the company director accepted full responsibility for the consequences of her actions’.
<i>I am for damage caused by my children; they have broken our neighbour’s window.</i>	<i>I am for my children so that they do not break anything.</i>

24 G. Gadbin-George, The Woolf reform of civil procedure: a possible end to legalese? ‘LSP Journal’ 2010, vol. 1 no. 2, pp. 41–49.

25 Some of such pairs are covered by Garner’s usage dictionary (B. A. Garner, Garner’s Dictionary of Legal Usage, Oxford 2011), which, naturally, does not include any exercises.

26 E.g. M. Matasek, Synonimy, antonimy i kolokacje w języku angielskim: przykłady zastosowania oraz praktyczne ćwiczenia, Poznań 2002.

- *The Institution is for ensuring that each individual who packages or handles any dangerous goods or infectious materials for shipping from the Institution complies with all applicable laws and regulations.*
- *Any Party who so sub-contracts shall be for the acts and omissions of its sub-contractors as though they were its own.*
- *The Principal Investigator shall be for obtaining authorization from the representatives of the Trial Site to perform the Clinical Trial at the Trial Site.*
- *No Party shall be to the other Parties or shall be in default of its obligations hereunder if such default is the result of war, hostilities, terrorist activity, revolution, civil commotion, strike and epidemic or because of any other cause beyond the reasonable control of the Party affected.*

Exercise No. 3: Complete the gaps with represent or state/declare and say why:

- *The Parties solemnly that this Treaty constitutes the complete and final settlement of the questions with which it deals.*
- *The Landlord that it has full authority and capacity to contract in regard to the Premises.*
- *The parties that they are familiar with and accept these rules, also as regards the methods established for the appointment of the arbitrator.*
- *In that statement, the parties that they have entered a termination agreement.*
- *In witness whereof, the parties that they have read and are fully aware of all the terms and conditions of this contract.*
- *The Buyer that information provided when placing its order is up to date, materially accurate and is sufficient for the Seller to fulfil the Buyer's order.*

Exercise No. 2 aims at showing that even though *liability* and *responsibility* may be synonymous in many contexts (e.g. criminal liability = criminal responsibility), there may be other contexts when *liability* is conceived of as more backward-looking, whereas *responsibility* is more forward-looking. Exercise No. 3 tries to raise trainees' awareness of the fact that even verbs, which are often not considered very terminological, may sometimes carry a nuance of meaning. While *represent* often introduces a statement that has some legal value and whose violation (hence *misrepresentation*) gives rise to availability of a remedy, *declare* (or *state*) is used to introduce statements that are formal in nature, i.e. they must appear in the legal document for the sake of compliance with formal requirements, but should they prove to be false, legal consequences are not necessarily involved.

Exercise No. 4: Using contextual information to differentiate between synonyms:

- *In brief, the present appeal concerns a Chinese exporter subject to an anti-dumping investigation, whose request for its normal prices to be assessed in the same way as those of an exporter operating in a market economy was initially rejected by the Commission but was later reviewed more favourably, only to suffer an unexpected final rejection.*
- *Having regard to all the foregoing considerations, I am of the opinion that the Court should dismiss the appeal.*
- *The Court of Justice rejected the action of the United Kingdom, considering, in substance, that an act may have 'police cooperation' as its legal base, whilst constituting a development of the Schengen acquis.*
- *The court rejected the complaint by the Musical Copyright Society of Nigeria, saying it was not the proper jurisdiction for the dispute.*
- *Upon motion by the Appellees, the District Court dismissed the action, without prejudice to the institution of another action for property damage, on the grounds that the personal injury action was barred by the Kentucky statute of limitations.*
- *The district court dismissed the action for lack of subject-matter jurisdiction, finding that although Topolos' claim was framed as one for copyright infringement it did not 'arise under' the copyright laws within the meaning of 28 U.S.C. Sec. 1338(a).*

Exercise No. 4 shows yet another synonymy-related issue involving interlingual transfer. The Czech language makes a distinction between two actions that courts may do with cases/claims and uses two different verbs to denote these which differ only in a prefix (*odmítnout* and *zamítnout*); either courts may *reject* them on formal grounds such as late filing, lack of jurisdiction, etc., or they may *dismiss* them after giving them substantive consideration and not finding for the claimant. However, English uses the verbs interchangeably, and either of them may be used for either of the meanings. That means that the translator working into Czech, or possibly other languages, where such a distinction is made, must decide by relying on their analysis and contextual clues.

Geographical variation

One of the causes of synonymy in legal English, which is used in more than one jurisdiction, is geographical, or dyatopic, variation.²⁷ The differences can be encountered between various English-speaking countries, between common law and civil law jurisdictions using the English language, and also between the terminology used by international organizations, most notably the EU, and English-speaking countries. The areas where dyatopic differences may be seen most often are terms denoting legal institutions (e.g. the court structure), legal personnel and procedural terms, but also

27 C. Bestué Salinas, La variación terminológica de los conceptos del derecho de sociedades y sus estrategias de traducción, 'Revista de Lengua i Dret' 2006, no. 65, pp. 18–35.

phraseology and style issues, such as the use of modal verbs (*shall v. must* and other alternatives) to express obligations.²⁸

Exercise No. 5: Identify any US-specific terms and rewrite the text below into UK English:

If you plan to establish a corporation in the United States, knowing the basics of corporate law will be useful. You need to draw up Articles of Incorporation that must be filed with the Secretary of State. To regulate the internal issues of the corporations, by-laws will also be needed. Stock corporations may offer both common and preferred stock to their stockholders, sometimes even callable stock, up to the limit of the authorized capital stock. When the corporation wishes to go public, it will do so through the initial public offering. To know how much corporation tax will be paid, an income statement will be prepared. If the corporation wishes to be dissolved, it will file Articles of Dissolution.

Doublets and triplets as a special case of synonymy

A special case of synonymy unique in legal English is the case of doublets²⁹ and triplets, which are often referred to as a traditional feature of legal language.³⁰ The reasons for their existence as well as their detailed description have been dealt elsewhere;³¹ therefore, this article will limit itself to their role in the legal translation classroom, where they should be addressed for two reasons. First, trainees need to be able to determine, when encountering such a chain of synonyms in their English source text, whether it is a single unit of meaning or whether the meanings of the components of the chain are different, possibly only slightly. In Wiggers' words, it is necessary to 'determine the degree of fixedness and idiomaticity of synonymous chains and, ultimately, determine whether such lexical items serve any function.'³² To be able to do this, trainees are shown examples of an analysis of such a chain, using a sort of flowchart.

28 O. Klabal, *Shall We Teach Shall: An Attempt at a Systematic Step-By-Step Approach*, 'Studies in Logic, Grammar and Rhetoric' 2018, vol. 53, no. 66, pp. 119–139.

29 Other terms used are binomials, chains of synonyms or hendiadyses.

30 H. Matilla, *Comparative...*, *op. cit.*

31 M. Gustafsson, *The Syntactic Features of Binomial Expressions in Legal English*, 'Text' 1984, vol. 4, nos. 1–3, pp. 123–141; M. Bázlik, *Art for Art's Sake? Or Peculiarities of Coordination in Legal English*, 'Linguistica Pragensia' 2007, vol. 17, no. 2, pp. 90–101.

32 W. Wiggers, *Drafting Contracts: Techniques, Best Practice Rules and Recommendations Related to Contract Drafting*, The Hague 2011, p. 120.

(2) *This agreement and the New Warrants have been duly executed and delivered by the Company.*

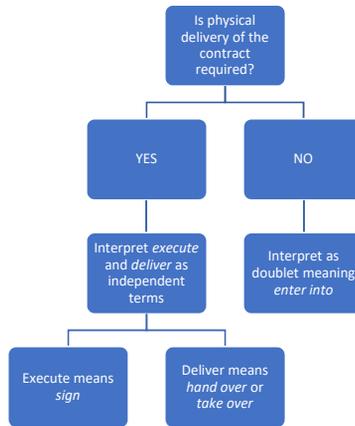


Figure No. 1: Flowchart showing an analysis of a doublet³³

(3) *...the same may be amended, supplemented or modified in accordance with the terms hereof...*

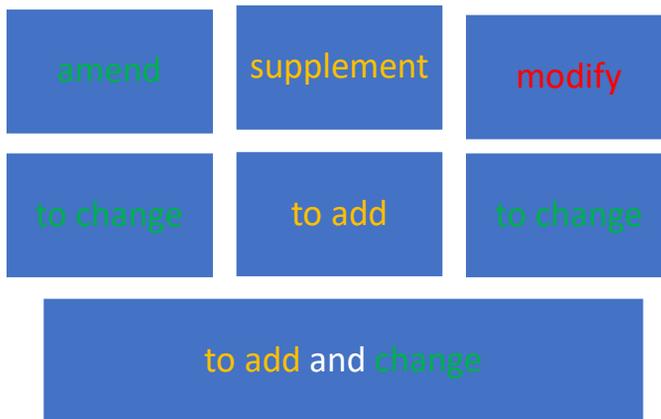


Figure No. 2: Analysis of a chain of synonyms

As Figures Nos. 1 and 2 show, chains of synonyms should be split into individual components, and the meaning of each component should be established. If the meanings overlap, or are synonymous, then the translation into the target language may account only for some of the synonyms. If they do not overlap, the meaning of each

33 Adapted from P. Arturo, Doublets & Triplets: Translate or Drop?, <https://www.translatinglawyer-academy.com/blog/doublets-and-triplets> (14.03.2020).

component must be expressed in translation.³⁴ Almost any doublet or triplet could be used for such an analysis, or more contextual examples could be used, as shown in Exercise No. 6.

Exercise No. 6: Identify doublets in the following paragraph and decide whether you would translate each of the components:

I grant to my attorney-in-fact full power and authority to do, take, and perform each and every act or thing whatsoever necessary or proper to be done, in the exercise of any of the rights and powers granted in this instrument, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, and by this instrument I ratify and confirm whatever act or thing that my attorney-in-fact shall lawfully do or cause to be done by virtue of this durable power of attorney and the rights and powers granted by this instrument.

The second issue that must be addressed is the use of such chains of synonyms when translating into English. This is, in fact, a more general issue of style, i.e. the conflict between plain language and legalese, applicable not only to doublets and triplets but to the use of *shall* or other markers of legalese, which leads to a dilemma for legal translation trainees.³⁵ The general advice is to opt for the simpler version, i.e. not to use the chain, when translating into L2, in line with the recommendations by Wiggers or Garner, to name a few.³⁶

Syntactical synonyms

Syntactical synonyms are often an underestimated area of language, yet they are extremely important for stylistic and formulation purposes. They are most frequent in the case of legal phrases, which are not terminological but are important for expressing legal functions and organizing legal texts, for example, introducing non-exhaustive lists as shown by Examples No. 4 and 5. That is why their correct use is conditional upon the identification of their function.

(4) *No other use of the Website is permitted. Without restricting the generality of the foregoing, you may not make commercial use of the content of the Website*

(5) *No other use of the Website is permitted. You may not, without limitation, make commercial use of the content of the Website.*

34 In an ideal case, an analysis-based guidance would be available for each doublet/triplet, such as that available for adjectival doublets and their translation from English to Czech in K. Tarabová, *Dublety a tripletky v anglických právních textech: překlad do češtiny*, Diploma Thesis, Faculty of Arts, Palacký University Olomouc 2020.

35 O. Klabal, *Shall We...*, *op. cit.*

36 W. Wiggers, *Drafting Contracts...*, *op. cit.*; B.A. Garner, *Legal Writing in Plain English: A Text with Exercises*, Chicago 2013.

To train syntactical synonymy, reformulation exercises lend themselves very well. In fact, translators are required to deverbilize the meaning of the phrase and express it completely differently.³⁷

Exercise No. 7: Rephrase the sentences in bold using other synonymous phrasings:

Except as otherwise specified in the articles, all certificates must be issued free of charge.	Unless specified otherwise in the articles, all certificates must be issued free of charge.	In the absence of a provision to the contrary in the articles, all certificates must be issued free of charge.
	Unless a company's articles specifically restrict the objects of the company, its objects are unrestricted.	
		The Consultant, in the absence of notice in writing from the Company, will rely on the continuing accuracy of data supplied by the Company.

Exercise No. 7 shows merely one function that could be used for such exercises; others may include presumptions, conditionals, lists, cross-referencing, etc. Awareness of such syntactical synonyms and their mastery enhances trainees' autonomy, especially in translation into L2.

Conclusion

Despite the wish that 'law should be unambiguous and legal texts should be free from synonyms', as postulated by Matulewska,³⁸ synonyms are an integral part of legal language, and as such have their irreplaceable role in legal translation training. Awareness of the role of synonyms is important both in terms of understanding English source texts in order to determine whether seemingly similar terms are synonymous or not and to translate them accordingly, but also in terms of production, i.e. drafting the target text. Trainees need to be reminded that they should refrain from using as many synonyms as possible, and instead opt for the equivalent that is most appropriate in contextual or style terms, especially when translating into L2. The exercises that have been proposed in this article are designed to serve both of these aims. Naturally, they can be complemented with a host of other exercises. Last but not least, the importance of synonymy in legal language and legal translation clearly shows the need for creating new resources such as translation thesauri, possibly using

37 D. Seleskovitch, *L'interprétation de conference*, 'Babel' 1962, vol. 8, no. 1, pp. 13–18.

38 A. Matulewska, *Semantic Relations...*, *op. cit.*, p. 165.

corpus exploration as proposed by Torikai,³⁹ since such resources are currently not available for the vast majority of languages, not to mention bilingual resources for specific language pairs.

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39 S. Torikai, Synonyms in Legal Discourse: A Corpus-Based Approach to a New Legal English Dictionary, 'Language, Culture, and Communication' 2015, no. 7, pp. 37–63.

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