The Issue of Quasi-Synonymy in the Translation of Notary Acts from English in Romanian

Alina BUŞILĂ
alina_bus@mail.ru
Moldova State University (Republic of Moldova)

Résumé: La présente communication veut remettre en cause la quasi-synonymie dans la terminologie des actes notariés, près de synonymie, asynonymicité et pseudo-synonymie. L'étude a été réalisée sur la base de la traduction des actes notariés de l'anglais vers le roumain, car on a observé que la principale difficulté de traduction est notamment la quasi-synonymie des termes. Comme il est connu et accepté par tous les linguistes, la synonymie est un phénomène tout à fait « dangereu », qui n'a pas de place dans la terminologie. Cela est dû au fait que les termes sont généralement monosémantiques, monoréférentiels et représentent un concept unique. Par conséquent, le phénomène de synonymie est à l'encontre de la nécessité de précision de l'expression dans les textes spécialisés et peut être la cause d'une interprétation erronée, provoquant des confusions sémantiques, par exemple « navă nudă », « navă goală » ou « navă fără echipaj » pour le mot anglais « bare boat ». Il est vrai que la synonymie est basée sur le besoin d'expressivité, justifiant son existence dans le système de la langue par polysémantisme, mais la terminologie signifie exactitude et précision sémantique, et les synonymes, le cas échéant, ne peuvent pas être choisis au hasard par un traducteur en fonction de certains critères stochastiques, car l'approche doit être plus exacte.

Mots clés: synonymie, quasi-synonymie, variations terminologiques, sémantique, intuition linguistique.

In his remote from reality and genuine in the same time novel, *1984* of George Orwell, the main character, Winston, has a discussion with his friend Syme

BDD-A24052 © 2016 Editura Universităţii din Suceava
Provided by Diacronia.ro for IP 216.73.217.75 (2026-11-06 19:29:32 UTC)

about the Eleventh Edition of the Newspeak Dictionary through language abolishing. At a given moment, the discussion touches upon the topic of synonymy:

> – It's a beautiful thing, the destruction of words. Of course the great wastage is in the verbs and adjectives, but there are hundreds of nouns that can be got rid of as well. It isn't only the synonyms; there are also the antonyms. After all, what justification is there for a word which is simply the opposite of some other word? A word contains its opposite in itself. Take *good*, for instance. If you have a word like *good*, what need is there for a word like *bad*? *Ungood* will do just as well — better, because it's an exact opposite, which the other is not. Or again, if you want a stronger version of *good*, what sense is there in having a whole string of vague useless words like *excellent* and *splendid* and all the rest of them? *Plusgood* covers the meaning, or *doubleplusgood*, if you want something stronger still […] Don't you see the beauty of that, Winston? […] Every concept that can ever be needed will be expressed by exactly one word, with its meaning rigidly defined and all its subsidiary meanings rubbed out and forgotten. (George Orwell, 1984)

Such an approach, even utopian, is valid for terminology, but not in the daily communication which involves feelings, eloquence, linguistic and pragmatic intuition. Synonymy, with all its varieties, is an anti-principle of terminology. It is seen as one of the most dangerous vice of specialized languages because synonymy disrupts precision, since the "postulate of precision"[1] as defined by Constantin-Ioan Mladin, is unanimously recognized in terminology. That is why talking about synonymy in terminology is an absurdity.

The issue of synonymy – as a lexical phenomenon – was old-established but only from recently it started to be approached at other different levels of language (phonetic, morphological, syntactic, etc.). Therefore, Ch. Bally stated that language is a system of signs organized on different levels, and the plurality of these levels is the source of synonymy. On the other hand, Ferenc Kiefer defines synonymy as «words which designate the same thing but emphasize different aspects of it or as words which have the same meaning but differ in its finer shades».[2] The source of disputes related to synonymy is the element «finer shades», which contradicts the definition framed by the majority of linguists that synonyms are «different phonetic bodies which transmit the same information».[3] For instance the Romanian synonymous triplet *faliment – bancrută – insolvabilitate* corresponds to the above described formula. According to dictionary, these three terms deliver the same information since their definitions overlap: the condition of a debtor who is incapable to pay his debts or cannot observe his liabilities:

[1] Constantin-Ioan Mladin, 2005, *Puncte de vedere în legătură cu sinonimia din terminologie*, Annales Universitatis Apulensis, Series Philologica, no 6, Tom 3, pp. 155.
[2] Ferenc Kiefer, 2012, *Trends in Soviet Theoretical Linguistics*, Volume 18, Springer Science & Business Media, Boston, USA, p. 175.
[3] Elena Dănilă, 2006, *Probleme de sinonimie morfologică în limba română*, Philologica Jassyensia, no 2, p. 17.

BDD-A24052 © 2016 Editura Universităţii din Suceava
Provided by Diacronia.ro for IP 216.73.217.75 (2026-11-06 19:29:32 UTC)

faliment - 1. stare de *insolvabilitate* a unui comerciant sau bancher, a unei întreprinderi etc., recunoscută şi declarată de o instanţă judecătorească; 2. *bancrută*;

bancrută - 1. situaţie de *insolvabilitate* a unei firme (întreprinderi); 2. *faliment* al unei firme vinovată de agravarea situaţiei creditorilor săi;

insolvenţă - 1. situaţia unui debitor de a fi în incapacitate de plată a datoriilor scadente.

However, do these terms comply with the commutability principle according to which two or more terms are synonyms when they can substitute each other in a single sentence or are these terms substitutable in all contexts? For example:

> 1. Compania aeriană ungară Malev a intrat în *faliment*, toate zborurile fiind anulate, informează Reuters.
> 2. Compania aeriană ungară Malev a intrat în *insolvenţă*, toate zborurile fiind anulate, informează Reuters.
> 3. Compania aeriană ungară Malev a devenit *bancrută*, toate zborurile fiind anulate, informează Reuters.

Such examples make communication redundant and the translator faces the difficulty to choose at random one of these terms without considering that paramount element mentioned by Kiefer – «finer shades». In respect of the above mentioned triplet, Prof. Alexandru Cojuhari, PhD in Law, states that «today, *insolvabilitate* (insolvency) has the same meaning as *faliment* (condition of insolvency)».[4] He argues the preference for the term *insolvabilitate* instead of *faliment* as follows: «*insolvabilitate* is a more democratic institution». For linguists, this argument has no plausible value since democracy, as a criterion, has no practical application or relevance in linguistics. However, the professor further explained that «under its finality and purpose, *insolvabilitate* does not refer only to restructuring or distribution of property of the entity incapable to pay, a situation included in the institution of *faliment*, but offers the possibility to run alternative ways to redress the condition of the debtor, therefore excluding the possibility of liquidation of property by providing some measures of economic and financial management directed to restore the payment capacity of the enterprise».[5] Therefore, the term *insolvabilitate* is broader in meaning than the term *faliment*. That is why it was opted to rename the concept, even though they are used as synonyms. In English, the situation is different. The term *insolvency* is usually confused with the term *bankruptcy*, which is consequently incorrect. Even though both terms *insolvency* and *bankruptcy* describe the situation when liabilities exceed assets, *insolvency* defines the financial condition and *bankruptcy*

[4] Alexandru Cojuhari, 2009, *Drept procesual civil. Partea specială*, Tipografia Centrală, Chişinău, Republica Moldova, p.190.
[5] *Idem*, p.190.

BDD-A24052 © 2016 Editura Universităţii din Suceava
Provided by Diacronia.ro for IP 216.73.217.75 (2026-11-06 19:29:32 UTC)

– a distinct legal concept. Therefore, *insolvency* is defined as «a financial condition», while *bankruptcy* «a legal procedure resulted from an application from a legal entity in order to have themselves declared bankrupt». The condition of *insolvency* can cause *bankruptcy*, while *insolvency* may not necessarily lead to *bankruptcy*, however, all *bankrupt debtors* are considered *insolvent.* In fact, the semantic equation is a simple one, but it is the incorrect use that created this confusion. We can see that from semantic points of view some distinct elements exist, but it is the use that dictates, therefore *faliment* and *bancrută* were determinologized for the term *insolvenţă*.

If the principle proposed by Kiefer «each word in the vocabulary of the semantic language should express exactly one meaning and each meaning should be expressed by exactly one word of the semantic language"[6] worked then we would not have ambiguity or synonymy in communication. And since the reality does not accept this it gave birth to the phenomenon of quasi-synonymy.

It is well known that some terms that designate the same concept are not used indiscriminately in all contexts. In the lexicographic practice, more exactly the terminographic, the quasi-synonymy principle is adopted by taking into account the existence of differential marks intrinsic to these lexemes that are not pertinent in the concept framework but in use. From the lexicology and lexicography perspective, quasi-synonyms are defined as «lexical units containing semantic components that are partially identical».[7] It is also stated that quasi-synonymy can result from textual, contextual or concept-semantic variations of terms. It may also arise from the contextual relations of a term, from preferences or combination restrictions, relations with other terms in a broader context, and of course, from the degree of specialization of the text.[8] Moreover, the quasi-synonymy relation can be explained as the use of terms in the same context in order to avoid repetitions.

Jean Aitchison, David Bawden and Alan Gilchrist define quasi-synonymy as «near-synonyms» or «alternative word/term».[9] Anna Espunya and Patrick Zabalbeascoa approach the phenomenon of quasi-synonymy as «contextual synonyms where the same object is expressed through different though related vehicles that satisfy lexical cohesion without lexical repetition»[10] Ronald L. Buchan considers quasi-synonymy as «synonyms which carry subtle

[6] Ferenc Kiefer, 2012, *Trends in Soviet Theoretical Linguistics*, volume 18, Springer Science & Business Media, Boston, USA, p.176.

[7] Simona Nicoleta Staicu, Lexical Semantic Approaches of Medical Terms: Polysemy, Synonymy, GIDNI, Section – Language and Discourse, "Victor Babeş" University of Medicine, Timişoara, pp. 861 – 867.

[8] Elena Museanu, 2012, *Extralingvistic şi lingvistic în terminologia economică, Limba română: direcţii actuale în cercetarea lingvistică*. Actele celui de-al 11-lea Colocviu Internaţional al Departamentului de Lingvistică, Editura Universităţii din Bucureşti, Bucureşti, p.143.

[9] Jean Aitchison, David Bawden, Alan Gilchrist, 2005, *Thesaurus Construction and Use: A Practical Manual*, 4th Edition, London, p. 50.

[10] Kataryzna Jaszczolt, Ken Turner, 2003, *Meaning Through Language Contrast*, Volume 2, John Benjamins Publishing, United Kingdom, p.165.

BDD-A24052 © 2016 Editura Universităţii din Suceava
Provided by Diacronia.ro for IP 216.73.217.75 (2026-11-06 19:29:32 UTC)

shades of meaning and are basically equivalents».[11] By alluding to «subtle shades», the linguist refers, in fact, to terminological variations. Quasi-synonyms are also defined as «related terms», «associative relationships», «cross-reference words», «a term that represents the same or a very similar concept as another term in the same language, but which is not interchangeable with the other term in all contexts as its use is limited to certain communication situations». Some linguists claim that «the distinction between synonyms and quasi-synonyms can be subjective or strongly context-oriented. For instance, some can designate «domain» and «subject field» as synonyms, whereas others would argue that «domain» is broader, but is usable in many of the same contexts and is therefore a quasi-synonym». To treat terms as «alternative» or «subjective» is ridiculous because it contradicts the principle of precision and monosemy of terms. The use of «bunny» or «rabbit» for Romanian «iepure» represents alternatives and acceptable subjective approaches but this formula is not valid for specialized languages. Other linguists define quasi-synonyms as «non-preferred terms». The question that arises is who establishes and according to what criteria terms become preferred or non-preferred: «statut» or «act de constituire», «faliment», «insolvenţă» or «bancrută»? The only algorithm to identify the preferred and non-preferred terms is the use and scholarly literature.

The first term to be analyzed is *to certify* which is translated by the dictionary as *a certifica* (for example, a document). *A certifica* means «To confirm, to attest (by an act, document) the authenticity, accuracy, validity of a fact, recording». The term *a certifica* is used in the context of apostille certification: «*certificarea* documentelor cu Apostila prevăzută de Convenţia de la Haga din 1961 cu privire la suprimarea [...]» or «Pentru a fi valabile în Republica Moldova, documentele emise în străinătate trebuie *certificate* cu Apostilă». However, *to certify* has the following synonyms which are widely used, without making any semantic distinction: *to authorize* – and its equivalent in Romanian «a autoriza», *to authenticate* – «a autentifica–, *to ratify* – «a ratifica», *to notarize* – «a autentifica prin notariat, a legaliza prin notariat», *to legalize* – «a legaliza». According to the legal dictionary *to authorize* means «to officially empower someone to act»; *to authenticate* is defined as «1. to establish as genuine or valid; 2. to give authority or legal validity». In fact, the term was recently reterminologized being used in the IT field with reference to the process of identifying an individual, usually based on a username and password. Authentication is a procedure that can be performed only after registration. Used in a legal context, the term *a autentifica* (verb)*/autentificare* (noun) shall be accompanied by the determiner *notarial* to describe «the legal procedure according to which a document is legally recognized by a notary authority. Authentication of documents is the duty of notary offices». The

[11] Richard Buchan, Variant Terminology, *Standardizing Terminology for Better Communication: Practice, Applied Theory and Results*, ASTM STP 1166, Richard Alan Strehlow, Ed. American Society for Testing and Materials, Philadelphia, 1993, pp. 95-105.

BDD-A24052 © 2016 Editura Universităţii din Suceava
Provided by Diacronia.ro for IP 216.73.217.75 (2026-11-06 19:29:32 UTC)

Romanian term *a ratifica* rendered in English *to ratify*, being proposed as synonym by dictionaries, is irrelevant in this group of synonyms, because *to ratify* means «to review and formally approve an action taken on behalf of a group» or «a da valabilitate unui act, unui tratat etc., prin aprobarea sau confirmarea lui în formă autentică». Even though both definitions in English and Romanian are very general, the term is mostly used in the context of ratification of conventions, treaties by a state, since it is considered an instrument through which a state expresses the consent to become a party to a treaty or convention. Hence, the expression «a ratifica un act notarial» is incorrect and inaccurate. *To notarize* or «to attest or authenticate (a document, contract, etc) by a notary» was rendered in Romanian through descriptive translation – «a autentifica prin notariat, a legaliza prin notariat». With regard to the term *to legalize* – «to make legal, to authorize» – it was translated as *a legaliza*, which means "a atesta autenticitatea, a da formă legală unui act, unui document". Conceptually, the terms *to certify, to legalize, to notarize, to authenticate*, except the term *to ratify*, describe the act of giving legal form to a document. However, the translator has to bear in mind that even some terms are synonymous they have a status depending on their frequency which is very important. The status of a term may be: *official* – a term has an official status after a rule imposed by a national authority of terminological standardization enters into force (in the case of the Republic of Moldova, only the terms that appear in the dictionaries published under aegis of Romanian Academy can compensate the absence of such an authority); *recommended* – is a term recommended by experts of a specialized and authorized professional body in a certain field of activity for the developed terminological project; *tolerated* – means a term that was recently borrowed or created, which use is still under question; *to be avoided* – means a term recommended by experts of an authorized professional body that are specialized in the respective to be avoided; *non-recommended* – a term which is used incorrectly; *standardized/ normalized/ preferred* – means that the term has a normative authorization; *scientific* – means a term that is used in scientific research frameworks; *international* – means a term that is used internationally and is not translated. In respect of the above mentioned terms, according to the status, preference (established under their frequency of use) is given to the term *to certify* – in English and *a autentifica* – in Romanian (Law no 1453 of 08.11.2002 on notary activity, opts in favor of the generic term *a autentifica/autentificare*).

Another confusing term is *certifying officer*. The term, in fact, is polysemantic: «1. an officer or other employee of a bank, trust company, or credit union, who is expressly authorized by the institution to certify or guarantee signatures; 2. is the person at each employing location who certifies the accuracy and validity of all documents and forms sent to the Division of Pensions and Benefits. Appointed by resolution of the governing body or board, the Certifying Officer is the «go to» person for pension correspondence and inquiry; 3. is responsible for statutory functions relating to trade unions and employers'

BDD-A24052 © 2016 Editura Universităţii din Suceava
Provided by Diacronia.ro for IP 216.73.217.75 (2026-11-06 19:29:32 UTC)

associations; 4. a person entrusted with the duty to certify the signature of a person signing a document such as a Power of Attorney. It is also referred to as a Public Notary. Certifying officers in Cyprus are appointed and regulated by the Interior Ministry and they do not need to be qualified lawyers». It is namely the fourth meaning that I am interested in. The task of the translator becomes troublesome every time this term appears in a document. *Certifying officer* is a legal institution that is in charge with the authentication of documents which equivalent would normally be the notary. But when used in documents issued by the Republic of Cyprus authorities the equivalent of notary is inaccurate, because Cyprus does not have the notary institution. For this reason the translator created more equivalents for this term, and namely: *funcţionar însărcinat cu legalizarea semnăturii* – this version would be a descriptive translation of the definition; *notar public*; *ofiţer însărcinat cu certificarea; ofiţer însărcinat cu autentificarea*. In Russian, the following equivalents are provided: *уполномоченное должностное лицо-сотрудник отдела легализации; специалист службы легализации; уполномоченный по удостоверению подписей; специалист по легализации; удостоверяющее должностное лицо; нотариус; уполномоченный по заверению документов*. By comparison, all these Russian examples overlap with the Romanian ones. Conceptually, these equivalents are relevant except the *notar public*, since, legal scholarly literature mentions that the institution of the notary, either public or private, does not exist in Cyprus, the tasks of a notary being shared by a *certifying officer* that is appointed by the Ministry of Internal Affairs and who must not necessarily have legal education, and a lawyer. Therefore, the translator will use one of the provided equivalents which sound as descriptive translations.

Another translation difficulty caused by quasi-synonymy is the group of terms *Ltd* and *LLC* – both translated erroneously as *societate cu răspundere limitată*. For a profane these terms sound as absolute synonyms. For a specialist, these two terms describe different concepts. Therefore, *Ltd* which is an abbreviation of the term *private limited company* and is defined as „a company that has shareholders with limited liability and its shares may not be offered to the general public" (in Russian *закрытое акционерное общество - ЗАО)* was translated as *societate cu răspundere limitată închisă (la public),* while *LLC*, which is the abbreviated form of *limited liability company* (in Russian *общество с ограниченной ответственностью - ООО*) is defined as «a company which provides limited liability to its owners and follows pass-through income taxation», which in Romanian would mean *societate cu răspundere limitată (SRL).* The online dictionary multitran.ru provides a very detailed commentary upon the two terms, and namely: «Путаница возникает из-за слова «limited», которое вызывает прямую ассоциацию с формой «с ограниченной ответственностью». Действительно, слово «limited» указывает на то, что «liability of the members or subscribers of the company is limited to what they have invested (or guaranteed) to the company», то есть участники общества отвечают по его обязательствам лишь в пределах своей доли. Английское определение «limited company» объясняется

BDD-A24052 © 2016 Editura Universităţii din Suceava
Provided by Diacronia.ro for IP 216.73.217.75 (2026-11-06 19:29:32 UTC)

следующим образом: *Limited companies may be limited by shares or by guarantee. «Limited by shares» means that the company has shareholders* (и акционеры ЗАО, и участники ООО по-английски называются "shareholders", но далее английское определение четко дает понять, что речь идет именно о владельцах ценных бумаг) *and that the liability of the shareholders to creditors of the company is limited to the capital originally invested, i.e. the nominal value of the shares and any premium paid in return for the issue of the shares by the company*. У общества с ограниченной ответственностью акционеров нет и быть не может". For a layperson, the fact of holding assets or the existence/non-existence of shareholders/associates neither means anything nor raises any question marks as long as the dictionary provides these equivalents for the terms. From a conceptual perspective, these are two absolutely different terms which are not synonyms. Moreover, the abbreviation *Ltd* is mostly used in the names of companies from Britain and the EU, while *LLC* – in the names of companies from the USA.

If we speak about powers of attorney, one cannot neglect the term *attorney*, which is quite often misused by creating semantic gaps. Most people know this term as *avocat, jurist*. It is true that the term is defined as «a lawyer qualified to represent clients in legal proceedings», but this is valid for the USA, where *attorney* is «a person admitted to practice law in at least one jurisdiction and authorized to perform criminal and civil legal functions on behalf of clients. These functions include providing legal counsel, drafting legal documents, and representing clients before courts, administrative agencies, and other tribunals». If to consider this term in a power of attorney, then *attorney* will mean «a person legally appointed or empowered to act for another», which is *mandatar* in Romanian «persoană care primeşte împuterniciri şi se obligă să facă ceva, în numele şi pe seama mandantului». It should be mentioned that the term *attorney* is commonly used in the Common Law system and less in the Continental Law system. The synonyms provided for this term are *agent* and *attorney-in-fact. Attorney-in-fact* is defined as «a person authorized by power of attorney to act on the principal's behalf», while *agent* – «a person who is authorized to act for another (principal) through employment, by contract or apparent authority». As can be seen, the definitions overlap. Nevertheless, specialists consider the term *agent* as a general one, while *attorney* and *attorney-in-fact* – more specific. The equivalents provided by the dictionary are the following: *mandatar, împuternicit* and *reprezentant legal*. In this semantic trio, the approach is simple, *mandatar* is the official term, *împuternicit* – is an obsolete and popular form, while *reprezentant legal* – is an extremely vague term, since it has a broader usage in the legal field. For instance, we have the institution of *reprezentant legal* in the family law (as parents, or guardian of a minor under 14 years, the guardian or curator appointed by the curatorship authority, etc.); in the civil law (the bodies of the legal person, administrator, etc.); in the criminal law, inheritance law, etc. Therefore, the use of the term *reprezentant legal* in the text of a power of attorney may create confusion.

BDD-A24052 © 2016 Editura Universităţii din Suceava
Provided by Diacronia.ro for IP 216.73.217.75 (2026-11-06 19:29:32 UTC)

Another term is *to terminate,* which can be encountered in the following contexts with different Romanian equivalents: «a contract may be *terminated* if…» – «un contract poate fi *reziliat*, dacă…»; «*to terminate* the authorization» – «*să revoce* autorizaţia»; «to amend or *terminate*, as appropriate, the bilateral agreements» – «modificare sau *denunţare*, după caz, a acordurilor bilaterale"; «withhold or *terminate* its financial contribution» – «a suspenda sau *înceta* acordarea contribuţiei sale financiare»; «unilaterally *terminate* the agreement» – «*a denunţa* unilateral un contract», etc. As can be seen the term is widely used and has many synonyms. In this case the only saving anchor for the translator is the context. The quasi-synonymy relation of this term grows out of the phrase «*to terminate* a contract», for which, the dictionary provides more equivalents, and namely: *a rezilia; a denunţa* (a term exclusively used by the Romanian law) and *a înceta un contract*. Even if the definitions sound similar, there are some "subtle shades". The term *a rezilia un contract*, means «a desfiinţa un contract bilateral, cu executare succesivă în timp, ca urmare a neexecutării culpabile a obligaţiilor contractual» which is the correct and accurate equivalent for *to terminate a contract*. *A denunţa un contract* means «a desface un contract prin manifestarea de voinţă unilaterală a uneia dintre părţi», in other words – one-sided termination. *A înceta un contract* – is a notion that comprises the ways of contract termination, which can be done through *denunţare, reziliere, rezoluţiune* and *revocare*. This is another proof, that the translator must be not only an outstanding linguist but also a jurilinguist.

Another aspect of quasi-synonymy refers to the use of legal doublets. It is known that the language of law is rigid, accurate, precise, unambiguous, inaccessible, cliché-based, formal, incomprehensible, impersonal, neat, coherent, concise, monoreferential, monosemantic, strictly denotative, technical. David Mellinkoff provides 22 characteristics of the legal language which is perceived by him as «vague and difficult to use»[12] not only for a layperson but for the people working in the field as well. He describes this language as «heavy, vague, verbose». Stephane Chatillon talks about the «opacity of legal language». And the legal doublets are not an exception. Even though these constructions are etymologically validated, semantically – they become tautologies or pleonastic phrases: *ideas and opinions, null and void, defamatory or untrue, relevant and sufficient, unreasonable or arbitrarily, final and unappealable, costs and expenses*, etc. Nevertheless, the legal text accepts and standardizes these formulae, lawyers use them, and linguists – motivate the use of these expressions as „more as an incantation than for any legal reason", which means that the use is conducted by the traditional character of the legal language of being as pompous, prolix and wordy as possible.

For instance, the expression *to do and execute any and all of the acts and things* contains three doublets: *to do and execute, any and all* and *acts and things*. For these doublets, the dictionary provides the following equivalents: a)

[12] David Mellinkoff, The Language of the Law, Little Brown & Co, Boston, USA, 1963, p. 39.

BDD-A24052 © 2016 Editura Universităţii din Suceava
Provided by Diacronia.ro for IP 216.73.217.75 (2026-11-06 19:29:32 UTC)

to do and execute – *a realiza şi perfecta* or *a executa, a efectua, etc.* (in Russian: совершать и выполнять любые действия, совершать и предпринимать); b) any and all – *orice şi toate* or *toate* (in Russian: все и любые, все без исключения, любые); c) acts and things - *acte şi acţiuni* or only *acţiuni* (in Russian: действия, действия и формальности). The use of doublets is explained by Mark Duckworth and Arthur Spyrou in «Law Words – 30 essays on legal words and phrases», as follows:

> For many years, Latin, French and English coexisted in the language of law. Therefore, the current English legal language evolved from fossilised forms of Law Latin and Law French. Law French was spoken in courts and competed with Latin as the written language of the statutes. The Law French was used because most judges came from the Norman aristocracy. It was perpetuated because only the noble and wealthy could afford to have their sons trained as lawyers, and *fluency in French was a mark of nobility*. Medieval professions and guilds generally masked their practices in mystery *to exclude the uninitiated*. Many words of French origin have become part of English. For example, *court, judge, marriage, payment, possession*, and *property* were all originally Law French, but have been subsumed by English. Law French is responsible for many tautologies. For example *goods* (English) and *chattels* (French); *sell* (English) and *assign* (French); *break* (English) and *enter* (French). These tautologies arose as lawyers translated documents from French to English. Lawyers added English words with the same meanings as the French if they wanted to preserve French words or help the reader understand them. Today, this confuses readers who assume that two words would not be used if one would suffice. Attempts to eradicate French from legal language have been made since the unsuccessful Statute of Pleadings specified that all pleadings were to be spoken in English (although written in Latin), except for «ancient terms and forms». In 1650 the Roundheads rewrote the Books of Law and all Processes and Pleadings in Courts of Justice into English. Unfortunately, this was repealed with the Restoration of Charles II, and the reports returned to French. In1704 statute required that all law reports be in English, but technical words were excepted. Law French was dealt its death blow (or coup de grâce) when it was outlawed altogether in 1731.[13]

Therefore, in respect of doublets, it seems that the French language is the one to be blamed for the creation of quasi-synonyms and legal doublets tautologies. In the doublet *to do and execute*, *to do* is etymologically English, and *to execute* – French, which entered English through *execūtāre* (Medieval Latin) → *executer* (Old French) → *executen* (Medieval English). Leaving aside the etymological route and diachrony, the translator faces the situation of finding an equivalent for this doublet. There are cases when the translator provides an equivalent for each constituent of the doublet or a global equivalent for the whole doublet, because any translation attempt to render the doublet would sound prolix, pleonastic and inaccurate in the target language. Therefore it depends on the style and decision of the translator.

[13] Mark Duckworth, Arthur Spyrou, *Law Words — 30 Essays on Legal Words and Phrase*, Centre for Plain Legal Language, Faculty of law, University of Sydney, 1995, p. 9.

BDD-A24052 © 2016 Editura Universităţii din Suceava
Provided by Diacronia.ro for IP 216.73.217.75 (2026-11-06 19:29:32 UTC)

Another example is the expression «[...] hereby *ordain, nominate and appoint* the attorney to […]». In fact, this is a triplet which may be translated in Romanian by using more synonyms: *a desemna, a nominaliza, a delega, a numi,* while in Russian: *предписывает, представляет кандидатуру и назначает*. The translator can opt either to use one single verb or to provide three verbs according to the number of triplet's members. However, an enunciation as: «[...] administratorul *desemnează, nominalizează şi numeşte* un lichidator [...]» would sound, first of all – illiterate and ignorant, and secondly – not legal. If we decipher the three members, *ordain* comes from the French *ordener*. *Nominate* – derives from the Latin *nōmināre,* and *appoint* – represents the French *apointer*. The demarcation of these terms may be performed only based on the etymology criterion, since semantically they overlap by describing the activity of appointing a person by considering him/her the most appropriate for a position.

Other quasi-synonyms are: «pursuant and in accordance with this power of attorney», «I hereby authorize and empower», «giving and granting powers», «to execute and do any and all deeds», «carry out and perform the authorities granted by this power of attorney», «necessary or desirable for this power of attorney», and others.

The issue of quasi-synonymy is still superficially approached since it is mentioned only as a variety of synonymy. The subject is a difficult one being recently launched by linguists. The phenomenon is real but it is still unclear what are the causes and sources of quasi-synonymy, what is the nature of these «subtle and fine shades» that are mentioned by linguists in their attempts to define the phenomenon of quasi-synonymy, and why does quasi-synonymy result from textual, contextual or concept-semantic variations of terms. At the moment, translators apply two «rescue» principles in their work with synonyms in legal texts: the principle of commutability or substitutability of terms, and a less scientific principle, but practical – linguistic and pragmatic intuition. But this is not sufficient, since specialized languages are founded on conciseness and accuracy.

Bibliography

BUCHAN, R., 1993, *Variant terminology*, în *Standardizing Terminology for Better Communication: Practice, Applied Theory and Results, ASTM STP 1166,* Richard Alan Strehlow, Ed. American Society for Testing and Materials, Philadelphia, pp. 95-105.

COJUHARI, A., 2009, *Drept procesual civil, Partea specială*, Tipografia Centrală, Chişinău, p.190.

MLADIN, C-I.., 2005, *Puncte de vedere în legătură cu sinonimia din terminologie*, în Annales Universitatis Apulensis, Series Philologica, 6, Tom 3, 2005, p. 155-161.

MELLINKOFF, D., 1963, *The Language of the Law*, Little Brown & Co, Boston, USA, p. 39.

DĂNILĂ, E., 2006, *Probleme de sinonimie morfologică în limba română*, Philologica Jassyensia, An II, Nr. 2, p. 17.

DUCKWORTH, M. & A. SPYROU, 1995, *Law Words – 30 essays on legal words and phrase*, Centre for Plain Legal Language, Faculty of law, University of Sydney, p. 9.

BDD-A24052 © 2016 Editura Universităţii din Suceava
Provided by Diacronia.ro for IP 216.73.217.75 (2026-11-06 19:29:32 UTC)

KIEFER, F., 2012, *Trends in soviet theoretical linguistics*, volume 18, Springer Science & Business Media, Boston, USA, p. 175.

JEAN A., D. BAWDEN & A. GILCHRIST, 2005, *Thesaurus Construction and Use: A Practical Manual*, 4th Edition, London, p. 50.

KATARZYNA, J., K. TURNER, 2003, *Meaning Through Language Contrast*, volume 2, John Benjamins Publishing, United Kingdom, p.165.

MUSEANU, E., 2012, *Extralingvistic şi lingvistic în terminologia economică*, Limba română: direcţii actuale în cercetarea lingvistică. Actele celui de-al 11-lea Colocviu Internaţional al Departamentului de Lingvistică, Editura Universităţii din Bucureşti, Bucureşti, p. 143.

STAICU, S. N., 2006, *Lexical semantic approaches of medical terms: polysemy, synonymy*, GIDNI, Section – Language and Discourse, "Victor Babeş" University of Medicine, Timişoara, pp. 861 – 867.

BDD-A24052 © 2016 Editura Universităţii din Suceava
Provided by Diacronia.ro for IP 216.73.217.75 (2026-11-06 19:29:32 UTC)