Semantic aspects of English legal doublets used in notary documents

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

Résumé : Les doublets juridiques représentent une particularité du discours juridique (DJ). Toutefois, les tendances actuelles visent à éliminer ces expressions du DJ, carelles sont considérées obsolètes, superflues, pléonastiques, redondantes et inexactes. *To the best of my knowledge and belief,* je considère aussi l'utilisation des doublets prolixe et exagérée. A cause leur nature pléonastique, le sens devient surchargé et doublé. C'est vrai que les doublets sont la marque de la tradition dans le discours juridique. Toutefois, ils ne se conforment pas au principe de précision du DJ qui postule l'univocité. Donc, il n'y a pas nécessité *fair and objective* d'utiliser deux mots là où un seul suffirait à exprimer un concept. La plus grande infortune que ces doublets pourraient causer concerne la traduction. Les doublets anglais ne correspondent pas à des doublets dans aucun discours juridique cible. C'est pourquoi le traducteur devra identifier le contenu sémantique du doublet et l'exprimer fidèlement dans la langue cible.

Mots-clé : *doublet, « binomial », expressions binaires, synonymie partielle, tautologie.*

It is not a secret that legal language (LL) is a complicated lexicon. The difficulty arises from the fact that LL is a specialized language, has a very long tradition (I would dare to say that it is the first specialized language in the world), its first drafters of legal texts were laymen or – in the best cases – poets, it also prefers and promotes a conservative style in terms of terminology, grammar and syntax, and finally, it is characterized by this hyperbolic fetish of making and keeping LL as impenetrable and cabalistic as possible. To be more precise, think of the archaisms still used in LL, Latin expressions, terms of art, long sentences, impersonal constructions, pre-positive terms, doublets and triplets that are pleonastic in the majority of the cases. The reason behind these linguistic choices condenses in the fact that law is about *telling the truth, the whole truth and nothing but the truth, so help you God,* and it will use all linguistic means to guarantee this

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desideratum. One of these means is the use of legal doublets. (Note of author: the term "doublet" will be used as generic term to refer both, doublets and triplets)

There are many opinions regarding the use of doublets. Some claim that they are used for precision and accuracy; others argue the effect produced by these formulae which is the rhythm. Either way, I find them unnecessary and even dangerous. Unnecessary – because one word would suffice to deliver a concept, for instance, *agree* for the doublet *agree and covenant*, and dangerous – because the majority of them are synonyms *(force and effect)* and in legal language, as a rule, each word stays for a concept, therefore playing with words in LL is not recommended. And finally, doublets are troublesome in the process of translation, because it is a phenomenon exclusively characteristic for English and finding equivalents in another language is more a process of creation, spontaneity and invention than framing and matching an equivalent. Hence, the objectives of this study are to analyze the origin of doublets, to explain the mechanism of their creation and assimilation in LL, to argue their utility since the whole rhetoric is about their futility in LL, to provide a classification, to assess the word relation, degree of synonymy and redundancy. To realize all the above mentioned objectives I will use a corpus of examples from notary documents. The choice is motivated by the fact that notary documents are the first legal documents that were concluded by the members of the society for they regulated the most primitive commercial relations that is purchase, sale, lease, rent, powers of attorney, etc. Similarly, doublets are among the most obsolete legal terms, which will allow a qualitative diachronic approach.

If we refer to the origin of this phenomenon, Mark Duckworth and Arthur Spyrou in their work" Law Words: 30 essays on legal words & phrases" (1995) analyze a large number of doublets and explain very well the process of creation of these constructions. They see the cause of this phenomenon in the fact that English and French coexisted a very long period and "terms fossilised a form of Anglo-Norman language called "Law French". Law French was spoken in courts and competed with Latin as the written language of the statutes, because most judges came from the Norman aristocracy. It was perpetuated since only the noble and wealthy could afford to have their sons trained as lawyers, moreover, fluency in French was a mark of nobility. Medieval professions and guilds generally masked their practices in mystery to exclude the uninitiated. Lawyers did this by using a foreign language." (Duckworth, 1995: 7) Today, French terms are entrenched in legal language because of history and tradition, not because they are more precise than their English equivalents. However, Duckworth and Spyrou consider Law French responsible for many tautologies. The authors provide the following examples: *goods* (English) *and chattels* (French); *sell* (English) *and assign* (French); *break* (English) *and enter* (French). They consider that 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." (Duckworth, 1995: 7) However, it should be mentioned that the English – French bilingualism in legal terminology was not always the cause, since there are doublets with English origin, for instance *to have and to hold*, or French – *terms and conditions.*

Another theory, which is less credible for me, is that drafters in the Middle Ages were paid by the word so they tried to gain money by using an unorthodox method of doubling the words. (Espenschied, 2010: 164) Taking into consideration the redundancy of these constructions, this scenario sounds pretty plausible and the only reasonable and pragmatic explanation.

Marita Gustafsson speaks about the psychological basis of doublets. According to her "the phenomenon of binomials can be described as a tendency of successive thinking.

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By using paired expressions, the speaker may split up his thinking into smaller units and thus avoid giving too much weight and complexity to part of the sentence." (Ayuba, 2014: 392) Be it psychological or illocutionary, a doublet is always verbose and futile.

The most popular and widely accepted explanation for doublets is the diachronic view, which Di Carlo explains as "a habit of medieval times to use a French or Latin term side by side with its native synonym for the benefit of those who were not familiar with other languages". (Di Carlo, 2015: 37) Unfortunately, this habit was fossilized in legal language and became a pattern of legal language which validity is continuously under question in this era of plain language movement.

There are different and diverse definitions for doublets. But before going into definitions it should be underlined that these constructions are nominated differently by linguists, for instance: V. K. Bhatia and M. Gustafsson call them *binomials* and *multinomials*, R.M. Asensio and D. Crystal use the labels *doublets* and *triplets*. Other denominations for *doublets* are: Siamese twins, irreversible binomials, binomial pairs, nonreversible word pairs, freezes, hendiadys, merisms, idiomatic colloquial phrases, twin formula, etc. *Siamese twins* are defined by Wikipedia as a pair or group of words used together as an idiomatic expression or collocation, usually conjoined by the words "and/or", which order of elements cannot be reversed. It also mentions that certain Siamese twins are known for their use in legalese due to the use of precedent in common law and the habit of many lawyers to use the same collocations found in documents centuries old. In respect of *merism*, the same Wikipedia defines it as a figure of speech by which a single thing is referred to by a conventional phrase that enumerates several of its parts, or which lists several synonyms for the same thing, that describes precisely the nature of doublets. Wikipedia explains that "in some cases, the doubling, or even tripling, of constituent parts in the meristic constructions arose as a result of the transition of legal discourse from Latin to French, and then from French to English. During such periods, in an attempt to prevent ambiguity and ensure hermeneutic consistency, key terms were paired with synonyms from multiple languages", for instance *last will and testament*. *Binomial* or *binomial pair* is defined largely as a sequence of two or more words or phrases belonging to the same grammatical category, having some semantic relationship and joined by some syntactic device such as and/or. Be it nonreversible word pairs, freezes, hendiadys or twin formula, all these denominations refer unanimously to a string of words that are usually partial or absolute synonyms which make them pleonastic.

The term doublet was coined by Yakov Malkiel as a "sequence of words pertaining to the same form-class placed on an identical level of syntactic hierarchy and ordinarily connected by some kind of lexical link." (Di Carlo, 2015: 37) Malkiel's definition comprises the defining features of doublets and namely: a) sequence – refers to the number of components which may range between two *(true and lawful)* and three *(name, constitute and appoint)* or even four; b) same form class – doublets may be nominal *(kind and category)*, verbal *(to make, constitute and appoint)*, attributive *(legitimate and substantiated)*, adverbial *(each and every)*. The sameness rule is paramount and defining because you will not find doublets half nominal and half verbal, for instance; c) syntactic hierarchy – in fact, refers to Sandra Mollin's irreversibility paradigm of doublets which means that doublets are irreversible and stable constructions, because we will always use *full force and effect* and not *effect and full force*. This is not a matter of mistake, grammatical or semantic, because the meaning does not change, but of tradition which baptized these constructions in the forms we use today. Even though doublets are characterized by this syntactic hierarchy, no established preference regarding the position of Latin, French and English words in

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doublets according to origin is observed. d) connection by lexical link – as a rule the connection is achieved with the conjunctions "and/or" *(due and payable; to furnish or cause to be furnished)*. These characteristics justify my opinion of considering Malkiel's definition the most comprehensive because it embodies everything that doublets represent. A very similar definition is provided by Luciana Carvalho, professor of English Law, who opts for the word binomial and defines it as "a frequent sequence of two or more words or phrases belonging to the same grammatical category joined by a syntactic device." (Carvalho, 2006)

Francis Blake states that for writers of Old and Middle English, "doublets were a stylistic device used to create verbosity or various rhythmical effects, and their frequent use suggests that the meaning of a word was less important than its sound and ability to be paired" (Blake, 1979: 99). Dennis McKenna considers that "what Blake is really referring to is the musicality of the language, something that goes beyond logic or reason, and legal English embraced such sonorities wholeheartedly." (McKeena, 2009: 25) The musicality characteristic mentioned by McKenna is reflected in the fact that some doublets are alliterations *(aid and abet, by and between, part and parcel, rest, residue and remainder),* consonance *(appropriate and proper, successor and assigns, true and correct),* etc. Ken Adams, an expert in contract drafting, also considers that "doublets and triplets serve primarily a rhetorical function. That is why they remain a prominent feature of contract prose, and that is why lawyers continually invent new redundant synonyms." (Adams, 2009) Rhetorical or not, legal language needs precision and conciseness which doublets still cannot provide.

World Heritage Encyclopaedia provides the following definition and commentary regarding legal doublets: "a legal doublet is a standardized phrase used frequently in English legal language which consists of two or more words which are near synonyms. The origin of the doubling — and sometimes even tripling — often lies in the transition of legal language from Latin to French. Certain words were simply given in their Latin, French and/or English forms, often pairing an English word (or a more archaic Anglo-Saxon word) with a Latin or French synonym, so as to ensure understanding. Such phrases can often be pleonasms." The definition of WHE is more a semantic-based approach localizing doublets between synonymy and pleonasm. What WHE does not mention is that the synonymy relation or degree is so obvious and absolute, that to identify them as near or partial synonyms is the task of an Olympian. Moreover, legal language is asynonymic, hence any relation of synonymy of terms is irrelevant.

Professor T. Nevalainen defines doublets as "new terminology commonly formed by combining a native term or an integrated loan word and its foreign (near-) synonym." (Carvalho, 2006) The drawback of Nevalainen's definition is that doublets are not new terminology, nobody is creating doublets or triplets today since everybody is opting for simplification and detoxification of LL from verbosity and secrecy. Today's trend of legal language is anti-doublets and elimination of obsolete terms.

D. Mellinkoff calls doublets "coupled synonyms" and "synonym strings", describing them as words without any particular function. (Mellinkoff, 1963: 346) Moreover, he approaches doublets as worthless and unnecessary. Mellinkoff agrees that each of the words of a doublet may have many "shades of meaning", some completely individualistic, but the law or lawyers wouldn't consider the semantic aspects. They will use these expressions as part of legal language tradition and fashion, without thinking that in the majority of cases one word can do the job as well. Also, the author ascertains that this pattern of two-words-for-one has been carried into the twentieth century and popularized as a trademark of style of LL for the sake of precision, which in fact, is an illusion. In other words, Mellinkoff criticized vehemently the use of doublets for their redundancy.

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Prof. Inna Koskenniemi explains binomials as matter of reference: "there are referents which are inherently dual in character. They may be things composed of two parts or containing two poles." (Di Carlo, 2015: 37) Therefore, she speaks about the duality of referent. Di Carlo considers that Koskenniemi's approach refers to the use of "qualitative and quantitative hendiadys, expressed by two elements. Thus, qualitative hendiadyses are doublets that put two items having different meanings together (eg. *law and order*), while quantitative hendiadyses bring together two words that express the same concept (eg. *rule and regulation, part and parcel*)." Hence, Koskenniemi perceives doublets through duality which is relevant, however, if the duality is between two poles, then I do not think we deal with doublets anymore. Koskenniemi's approach breaks the paradigm of juxtaposition of meanings in doublets, synonymy or tautology. A two poles approach sounds antonymic and, as for me, it is more suitable for such constructions as: *movable and immovable property, legal and natural person*, where we deal with opposite concepts. Opposition is not among the features of doublets but juxtaposition – is.

David Crystal calls doublets "redundant synonyms" because the three languages (Latin, French and English) always competed for attention, and the solution of lawyers in many cases was: don't choose, use all. The "don't choose, use all" paradigm describes very well the process of creation of doublets because this is what indeed happened, for examples: *confidentiality and non-disclosure, to reimburse and indemnify, properly and reasonably,* etc. The drawbacks of this mechanism become visible during translation when the translator has to invent equivalents that don't fit any linguistic rule because doublets are specific only for English. In this case, the translator, as a rule, will resort to "choose, don't use all" strategy for there is no reason to duplicate verbosity, transfer it into the target language and make it a pattern. Crystal even blames William the Conqueror for the creation of doublets because

> "when the Normans conquered England, a ruling class speaking Norman French replaced one speaking the Germanic Old English. Therefore, somebody's last wishes would be their English *will* or their French *testament.* In that will, a Saxon might *give* property whereas a Norman might *devise* it. To swear an oath, one might use the Saxon word *warrant* or the Norman word *represent.* Alternatively, they could use the English *say* or the French *depose.* Consideration for a contract might be *good* to English speakers or *valuable* to French speakers." (Adams, 2009)

This exercise may be endless because there are plenty of examples of this kind. Therefore, it results that medieval legal language tried to satisfy politics and became a compromise between ambitions and language rules. Another reason behind the creation and use of doublets considered by Crystal is the need to cover distinct nuances in order to avoid ambiguity. However, in the attempt to avoid ambiguity a reversed process occurred.

Peter Tiersma in his book "Legal Language" also approached the subject of doublets, but he calls them "conjoined phrases and lists of words which are endemic in legal writing. (Tiersma, 1999: 61) Speaking of doublets and triplets in legal language, Tiersma characterizes them as "extensive thesaurus", "prolixity", "strings of words", etc. He explains the use of doublets by lawyers for "having a certain rhetorical value. They may give an air of elegance or significance to what we say." Nevertheless, he agrees that these constructions are prone to create ambiguity: "whatever the aesthetic reason for using several good words in succession for the expression of one idea, a serious drawback is that it may lead to ambiguity." (Tiersma, 1999: 64) The author describes this as "surplusage rule" which may be translated as the habit of using ten words when one would do. This principle or rule made constructions as *rest, residue and remainder; null and void* or *cease and*

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desist, established idioms and nobody questions the legitimacy and validity of the meaning they carry. The main issue, according to Tiersma, is whether the idiom serves a function. He continues: "sometimes, the idiom has come to acquire a meaning that the individual words do not. *Full faith and credit* is a technical term in American law that cannot be replaced by *full faith* or *full credit*. Others, such as *null and void*, might be justified as more emphatic than simply *void*." (Tiersma, 1999: 113) Thus, the professor wants to outline that doublets are of no functional value or very limited.

Tiersma mentions about doublets as synonyms, even though, as the professor put it "the legal profession has a very schizophrenic attitude toward synonyms and it tends to avoid linguistic variety." But, the reality shows an obsessive use of word lists, either because they serve the function of "covering the bases" or – which is the worst scenario – "lawyers use lists of synonymous words for no good reason whatsoever" which describes Crystal's "don't choose, use all" paradigm. Tiersma, as Mellinkoff, mentions the subtle distinctions that these words might have had in the past, but today they are not relevant anymore and everybody is so eager to remove or replace these constructions, but the most eager are translators.

Enrique Alcaraz and Brian Hughes in "Legal Translation Explained" approach doublets in the framework of redundancy and reduplication "in which two, and sometimes three near synonyms, are combined." (Alcaraz, 2002: 9) In their opinion, doublets are mere tautologies "exhibiting neither subtlety not rhetorical aptness", that is sometimes called "a distinction without a difference." In respect of translation of these doublets, the authors recommend translators to find similar combinations in the TL or to resort to literal rendering. To summarize, Alcaraz and Hughes provide two options for the translation of doublets: silent simplification by dropping the less general term, or simple reproduction, which stylistics will not appreciate.

Anne Wagner and Sophie Cacciaguidi-Fahy in "Legal Language and Search for Clarity" speak about doublets in terms of "hackneyed phrases which, when used in context may be replaced by a single word, for instance: *right, title and interest* will be reduced to *interest*, or *rest, residue and remainder* to *remainder*." (Wagner, 2006: 335) Such an approach has two opposite facets. On the one hand it aims to improve consistency, which is one of "the five Cs of Plain English" (coherence, comprehensiveness, consistency, clarity and care) which pertains to the use of the same term throughout a piece of legal writing to refer to the same item (i.e., the same noun, verb, adjective, adverb, or preposition). (Swift, 2017) On the other hand, it rejects the rhetoric that in LL every term describes a concept and thus, omission should not be allowed.

If we speak about the conceptual nature of doublets, it is rather difficult to articulate some general rules. Deborah Cao considers that "a legal concept is three dimensional based on Peirce's semiotics, that is, it has linguistic, referential and conceptual dimensions and to ascertain whether a concept in one language can be translated as a concept in another language, we need to consider whether they are equivalent or similar in these three dimensions." (Cao, 2007: 55) The author continues that in order to establish whether a concept in one language can be translated as a concept in another language, the translator has to apply the three dimensions paradigm. The question is not about the untranslatability of doublets, of course they are translatable. The problem is that doublets are a culture-specific feature of legal English and they rarely or never have equivalents. In this case, Cao provides two possibilities: in the first case, if there are no existing equivalent concepts and words in the TL, or they are linguistically or conceptually absent, new words must be created or new meanings introduced, for example: *legal, valid and binding obligations*

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may be rendered in Romanian as *obligaţii legale*. Providing two more Romanian equivalents for the rest of components is nonsense because it would overburden the meaning. The second scenario provides that, "when there are existing words in the TL that are linguistic equivalent to the SL, these words in the two languages may only carry partially equivalent meanings in law or sometimes may not be functionally equivalent in law at all. This can be seen in terms of the conceptual dimension of a term and its referential dimension, that is, how it is realised in the legal system and how it is understood by the users of the language." (Cao, 2007: 55) For instance, *null and void* is rendered in Romanian as *nul şi neavenit*. The problematic word in this example is *neavenit* which is, first of all, out of register and second - is not functionally equivalent in law.

Another important aspect of doublets is reversibility and irreversibility, or word order preferences in binomials. Sandra Mollin's research has shown that "there are binomials that undergone freezing and binomials that remain rather reversible." (Mollin, 2014: 117) This theory may be relevant to binomials that belong to other domains except legal because legal language tends to use fixed constructions which undergone a long process of fixation and standardization. The fixed pattern of legal doublets was fortified during the times by frequency which is a principle of terminology. Therefore, frequency made legal doublets irreversible. Irreversibility refers strictly to word order pattern and not to semantics. For instance, *null and void* or *void and null*, *will and testament* or *testament and will*, semantically bear the same meaning and describe the same concept, but in the diachronic paradigm they reflect preference, because as Mollin states "a newly coined binomial is frozen or at least shows a preference from the very beginning" (Mollin, 2014: 121) and since the majority of legal doublets appeared in the medieval period, the time span, users and their preferences managed to freeze and make these constructions fixed. Hence, I can hypothesize that such constructions as *lawful and true, in effect and full force,* or *all and any* may become unrecognizable in terms of form.

In this approach of reversibility and irreversibility of doublets, Mollin is not alone. Gustafsson defines doublets as structures "consisting of two members which are in parallel relation to one another" (Ayuba, 2014: 392) which means that they must refer to the same thing. She distinguishes between irreversible binomials – if the order is fixed, and reversible ones – if it is not. Another classification on the (ir)reversibility of doublets refers to: formulaic binomials – permanent and fixed combinations, and unformulaic binomials – which are temporary combinations which fill the semantic and syntactic requirements.

The analysis and filtering of theories and approaches on doublets underlined and confirmed the fact that doublets are useless and a tradition-based-caprice of legal language. This caprice led to a semantic crusade between linguists and lawyers, since the former insist on the semantic overburden that doublets tend to create and for this they should be avoided, and the latter – demand respect for tradition. A compromise is probably out of the question, at least for the moment.

The corpus of doublets that has been analyzed in my research is very diverse and this diversity led to a classification according to different criteria:

a) according to the number of members – this may range between two, three or more components, separated by the prepositions "and", "or":

- doublets: *null and void, private and confidential, terms and conditions, etc.;*
- triplets: *give, devise and bequeath; promise, agree and covenant; rest, residue and remainder; etc.;*
- more members: *legality, validity, binding effect or enforceability, etc.;*

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b) according to origin. Violeta Janulevičienė and Sigita Rackevičienė from Mykolas Romeris University, performed a class typology of doublets according to origin, as follows:

- doublets including inheritances and loanwords: *last will and testament* (last, will<O.E.; testament<L.), *able and willing* (able<O.Fr.; willing<O.E.), *goods and chattels* (goods<O.E.; chattels<O.Fr.), *lands and tenements* (land<O.E.; tenement<Anglo-Fr.), *breaking and entering* (break<O.E.; enter<O.F.), *right, title and interest* (right<O.E., title<O.Fr., interest<Anglo-Fr.);
- doublets including only loanwords: *terms and conditions* (term, condition<O.Fr.), *perform and discharge* (perform<Anglo-Fr., discharge<O.Fr.), *null and void* (null<M. Fr., void<Anglo-Fr., O.Fr.), *force and effect* (force, effect<O.Fr.), *promise, agree and covenant* (promise<L., agree<O.Fr., covenant<O.Fr.);
- doublets including only inheritances: *let and hindrance* (let, hinder<O.E.), *have and hold* (have, hold<O.E.). (Janulevičienė, 2011:146-147)

The paradigm of origin is very useful during translation since the phenomenon of doublets pertains exclusively to legal English. Knowing the origin of the components of doublets will motivate translator's choice to omit or keep the members of a doublet in the target language:

French	English	English + French	French + Latin	English + Latin
null and void	*have and hold*	*fit and proper*	*final and conclusive*	*last will and testament*
cease and desist	*let and hindrance*	*acknowledge and confess*		*made and provided*

Figure 1. Origin of doublets

c) according to the part of speech:

- noun: *validity, effectiveness and enforceability; duties and responsibilities, etc.;*
- verb: *to do and perform; to assign, transfer or delegate, etc.;*
- adjective: *true and lawful; integral and indivisible, sole and exclusive, etc.;*
- adverb: *for and in the name of and on behalf, under or in connection with; diligently, conscientiously and in furtherance; properly and reasonably, etc.*
- prepositional doublets: *by and between, by and with,*

d) according to the degree of synonymy, which refers to semantic similarity or correspondence in denotation of the words constituting the doublet:

- absolute synonyms: *public body or authority, in the name of and on behalf, null and void, sole and exclusive, change or modification, etc.*
- partial/near synonyms: *extent and limits, true and lawful, purchase and acquisition; consent and authorization, invalid or unenforceable, integral and indivisible, amend or modify, etc.*
- tautology: *confidentiality and non-disclosure, kind and category, etc.*

e) according to the stylistic effect: alliterations - *command and control, transfer and transmission, form and function, to have and to hold, part and parcel, rules and regulations, aid and abet, etc.;* **repetitions** – *execute or cause to be executed, furnish or cause to be furnished, rules and regulations, etc.*

f) according to register. The criterion of register is also identifiable because a great part of examples consist of words that are either too specialized or excessively colloquial. For example: *true and lawful, acts and things, approval or consent, change or modification, cancelled and void, legitimate and substantiated,* etc. As can be seen, the second member of the doublet is not a term, but achieved this status of specialized language as component of the doublet. Another group that can be identified at this category is doublets composed solely

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of common vocabulary, but have undergone the process of terminologization due to their affiliation to doublets: *to do or execute, any and all, full force and effect, to agree and undertake, integral and indivisible, to keep in confidence and trust, each and every,* etc.

Other classifications should be also mentioned. M. Gustafsson (1984) divides doublets into: (a) synonymous – [last] *will and testament*; (b) antonymous – [be present] *in person or by proxy*; (c) complementary – *shoot and kill.* Y. Malkiel (1959) has the following types of doublets: (a) near synonyms – *null and void*; (b) complementary – *assault and battery*; (c) opposite – *assets and liabilities*; (d) subdivision – *months and years*; (e) consequence – *shot and killed.* D. Mellinkoff (1963): (a) worthless doubling – *force and effect*; (b) useful binomials – *full faith and credit.* I. Koskenniemi proposes: a) qualitative hendiadys – *law and order*; and b) quantitative hendiadys – *rule and regulation, part and parcel.* And finally, there are sister-doublets which are doublets used interchangeably, for example:

canceled and void; null and void;	taxes and other costs; fees, costs and expenses; taxes, duties or charges;	execution, delivery and performance; execution and delivery;	invalid or unenforceable; illegal, void or unenforceable;

Figure 2. Examples of sister-doublets

Many recommend users, which are lawyers, legal drafters and translators, to avoid these constructions. The reasons to do that are unanimous: doublets are unnecessary. Mark Duckworth and Arthur Spyrou call them tautologies which must be avoided wherever possible. Others branded them as "barbarous dialect" (Blackstone), "superfluous and unnecessary" (Dennis McKenna), "synonym pairs", "forms of legal jargon", "performative terms" (Alfred Phillips), "synonymical chains", "amplification by synonym of the legal language" (Bryan Garner). Thomas West explains the use of doublets as "English says it twice." (McKeena, 2009: 25) Professors of legal writing classes in the U.S. also plead against the use of doublets for quite some time, as does the influential editor of Black's Law Dictionary, Bryan A. Garner. D. Mellinkoff, perhaps the author most often cited on this subject, goes so far as to state that all doublets should be eliminated, for clarity's sake. He calls them "coupled synonyms" and considers that "the great mass of these coupled synonyms are simply redundancies, furnishing opportunity for arguing that something beyond synonymy was intended." (Mellinkoff, 1963: 129) Others describe doublets as pleonasm. Nevertheless, these constructions are not always as pleonastic as they seem to be. D. Cao in Translating Law provides and explains the following example, *devise and bequeath:*

> "The phrase 'devise and bequeath' is used in wills. If used strictly, the term 'devise' is appropriate only for real property while the term 'bequeath' is appropriate only for personal property. Accordingly, the testamentary disposition is read as if it were worded: 'I *devise* all my real property, and *bequeath* all my personal property, to X'." (Cao, 2007: 91)

Another example is *goods and chattels* where "goods" refers to moveable property whereas "chattels" includes not only moveable property but also refers to intangible (and therefore immovable) property. These examples reveal the "shades of meaning" element that Mellinkoff mentioned. However, when the law says that a person is *fit and proper*, it does not distinguish shades of meaning nor draw lines between personal qualification and legal competency. It is simply saying the same thing twice." (Mellinkoff, 1982: 350)

If you approach the use of these doublets in English legal documents (contracts, powers of attorney, etc.), it wouldn't be a matter of understanding or use, because they are

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labels of legal drafting or boilerplates that any legal drafter should know and use as part of tradition. But the paradigm changes completely when we deal with their translation. It is namely this exclusionary and pertinent moment when the-so-much-debated jurilinguist would be the most relevant to solve the translation difficulty without altering the meaning or omitting some important concepts and shades of meaning, if to consider Cao's scenario that not all doublets are pleonasm.

The translation problem of doublets lies in the fact that they are specific only for English. English legal doublets are not doublets in Romanian, the same as English legal doublets are not doublets in Polish or any other languages. It is a phenomenon exclusively typical for English legal language. This axiom is confirmed through translation, which as Pamela Faber mentioned, is a fertile testing ground for terms, and namely – doublets do not have standardized equivalents. It is true that there are some examples of Romanian doublets that managed to fossilize, but it was only to keep the English tradition or taxonomy, with the risk of making them sound pleonastic in Romanian, for instance: *scadent şi plătibil, nul şi neavenit, deplin şi exclusiv, act de neglijenţă sau omisiune, confidenţialitate şi nedivulgare, lipsit de validitate sau opozabil/ neavenit, oricare şi toate, îndatoriri şi obligaţii,* or even incorrect, for instance *costuri şi cheltuieli* for *costs and expense.* In the latter example, the term *costs* used in a legal text refers to money allowed to a successful party in a lawsuit in compensation for legal expenses incurred, chargeable to the unsuccessful party and not to a price paid to acquire or produce something as described by the provided Romanian term.

I sincerely confess that translating legal doublets is one of the most challenging, dangerous and problematic aspect in legal language, which will be analyzed in my next paper. But considering the ongoing Plain English Movement and demarches of linguists, terminologists and translators for the simplification of LL, I am confident that an efficient solution for handling these constructions will be elaborated. Until then, users of legal language, that is lawyers, translators, terminologists, legal drafters, etc., should make use of doublets with more caution. The "English says it twice" (West) or "don't choose, use all" (Crystal) paradigms are not feasible for LL (or any specialized language), because it is against consistency, clarity or precision, which are the fundamentals of legal terminology. It is true that the blame for the popularization and fossilization of these ambiguous and parasite constructions lies on lawyers and legal drafters, but as long as there is this grounded rhetoric and active calls of language specialist to drop out these constructions, I believe we are already witnessing the change.

Bibliography

ADAMS, K., (2009), *The Historical Roots of Redundant Synonyms*, (available on http://www.adamsdrafting.com/historical-roots-redundant-synonyms/)

ALCARAZ, E., HUGHES, B., (2002), *Legal Translation Explained*, Taylor & Francis, 216 p.

AYUBA, O., (2014), *Explorations in the language and style of legal discourse: a linguistic-stylistic perspective*, pp. 379-397

CAO, D., (2007), *Translating Law*, Multilingual Matters, 208 p.

CARVALHO, L., (2006), *Translating binomial expressions in legal agreements: a corpus-based study*, University of São Paulo, Projeto COMET.

DANIELSSON, P., (2007), *In other words: Using paraphrases in translation*, Translating and the Computer, Translating and the Computer no 29, University of Birmingham, (available on http://www.mt-archive.info/05/Aslib-2007-Danielsson.pdf)

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Provided by Diacronia.ro for IP 216.73.217.42 (2026-11-15 20:00:24 UTC)

Di CARLO, G.S., (2015), *Diachronic and Synchronic Aspects of Legal English: Past, Present, and Possible Future of Legal English*, Cambridge Scholars Publishing, 160 p.

DUCKWORTH, M., SPYROU, A., (1995), *Law Words – 30 essays on legal words and phrase*, University of Sydney, Centre for Plain Legal Language, 103 p.

ESPENSCHIED, L. E., (2010), *Contract Drafting: Powerful Prose in Transactional Practice*, American Bar Association, 311 p.

JANULEVIČIENĖ, V., RACKEVIČIENĖ, S., (2011), *Clarity versus accuracy and objectivity in written legal English*, Santalka: Filologija, Edukologija, no 19(2), pp. 141–149.

MCKEENA, D., (2009), *And the verdict is… many legal doublets are superfluous and unnecessary*, Vol. 18, Proteus no 2, pp. 24-26

MELLINKOFF, D., (1963), *The language of the law*, Little, Brown and Co, 526 p.

MOLLIN, S., (2014), *The (Ir)reversibility of English Binomials: Corpus, constraints, developments*, Amsterdam/Phladelphia: John Benjamins Publishing Company, 254 p.

SWIFT, A., (2017), *Consistency in Legal Writing: Make It the Same (to an Extent)*, (available on https://ms-jd.org/blog/article/consistency-in-legal-writing-make-it-the-same-to-an-extent)

TIERSMA, P., (1999), *Legal Language*, University Chicago Press, 314 p.

WAGNER, A., Cacciaguidi-Fahy S., (2006), *Legal Language and the Search for Clarity: Practice and Tools*, Peter Lang, 493 p.

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