

Alina Bușila

Moldova State University

The issue of translating legal doublets in notarial acts from English into Romanian

Summary

My study “The issue of translating legal doublets in notarial acts from English into Romanian” tackles the topic of translation of doublets from English into Romanian. The theory on doublets outlines that these expressions are obsolete, redundant, unnecessary, pleonastic and ambiguous for legal language. Recommendations of linguists and terminologists range from tolerance to total elimination from use. What is disturbing is that theory is mute in respect of the translation of doublets, leaving the translator on his/her own. There are some suggestions regarding the translation, but as long as linguists and lawyers have this incertitude regarding their utility, any recommendations for translation are in vain. Nevertheless, the analysis of my corpus highlighted that contracting and generalization through omission, as well as word for word translation, are the most relevant and efficient tools in handling these complicated constructions. The main issue is that English legal doublets are not doublets in Romanian, or Polish or any other language, because it is a phenomenon typical of the English language. Considering this, the translator will resort to creativity, omission and word for word translation in order to provide coherent equivalents for doublets.

Key words: doublet, binomial, equivalence, tautology, redundancy, omission, word-for-word translation.

Many experts in the field of terminology and linguistics occasionally speak about legal doublets. Definitions, classifications, approaches to the origin of doublets, mechanisms of their creation, utility or futility, have been proposed and analyzed. Nevertheless, every time, the approach is exclusively semantic or stylistic. This paper demonstrates that some researchers analyze the traductological aspect too. It is true that these constructions have been standardized in monolingual dictionaries – in the sense of being attested, compiled and described (semanti-

cally, syntagmatically and paradigmatically) – but there are no attempts or will to standardize doublets in bilingual dictionaries, for example in an English-Romanian legal dictionary. This happens either because doublets are a phenomenon specific solely for English – and any attempt of the translator to create equivalent doublets in the target language (TL) is, linguistically speaking, simply an *ad-hoc* and illegal move – or because the phenomenon of doublets is still insufficiently explored. Either way, linguists perceive doublets as futile constructions and a source of ambiguity, lawyers use them as elements of traditional legal language, and it is the task of a translator to handle them. Hence, it is time to change the approach because translators need practical translation strategies and techniques to handle legal doublets, if we require compliance and uniformity in this matter. This research aims to identify and formulate some recommendations for efficient translation of legal doublets from English to Romanian.

In my previous article entitled *Semantic aspects of English legal doublets used in notary documents* (Bușila 2017), I analyzed the origin of doublets, the mechanism of their creation and assimilation in legal language (LL). Their utility as semantic constructions was argued since the all-time rhetoric on doublets is about their futility in LL. Also, some classifications, assessments of word relations, degree of synonymy and redundancy were reviewed. The conclusion, which was not a surprise or breakthrough, is that legal doublets are useless and with no functional value for legal language. It is an obsolete stylistic pattern of two-words-for-one (Mellinkoff 1963) and “don’t choose, use all” (Crystal 2005: 152) in legal language, that was exported during centuries by legal drafters for the sake of tradition. However, the export was defective because the use of doublets is against precision – which is the main feature of terms – and they are practically untranslatable or difficult to render in other languages.

The translation problem arises from the fact that English legal doublets are not rendered as doublets in Romanian, the same as English legal doublets are not doublets in Polish or any other language; it is a phenomenon typical exclusively of English legal language. This exclusiveness is the main cause of making these lexical constructions troublesome in translation. This happens mainly because doublets do not have equivalents and they lack standardization, both lexicographic and terminological. These two causes lead to user (translator) generated translations. For instance, the glossaries of proz.com comprise numerous examples of legal doublets debated by different translators, language specialists and even amateurs who provide multiple choice translation versions, many of them very accurate and precise, but no English-Romanian dictionary is prone to standardize them. In these circumstances, the translator is on his/her own by

resorting to different techniques and providing relevant equivalents that satisfy the principle of tradition of legal writing, preserve the meaning and do not sound redundant or verbose, which broadly speaking is a multifaceted task. Hence, the sole purpose of this article is to identify the best mechanisms and techniques for rendering doublets. For this purpose, a corpus of 160 English doublets (triplets) and their translations in Romanian was compiled. All the examples were selected from notarial acts, namely contracts and powers of attorney. The choice of documents was dictated by the arguments that these documents are indemonstrably the first acts that have been concluded and drafted to regulate day-to-day life of people; hence, they provide valuable data for diachronic and synchronic analysis.

Over the time linguists and terminologists have agreed upon the features of doublets that could be described as follows: 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, timeworn phrases containing strings of synonyms, tautologies that arise because of historical accident (Duckworth and Spyrou 1995), a tendency of successive thinking, 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), coupled synonyms and synonym strings (Mellinkoff 1963), redundant synonyms (Crystal 2005), words that create surplusage of meaning with no functional value (Tiersma 1999), words that create redundancy and reduplication (Alcaraz and Hughes 2002), and the list may continue. One can observe that doublets are perceived unanimously as futile constructions, but who would dare to fight this tradition of legal writing? Consequently, the burden of dealing with doublets remains a burden on the translator's skills of making tautologies – because this is what legal doublets are – sound grammatical and coherent.

Legal English – and doublets implicitly – is made up of three language blocks and namely of: Latin, Old French and Old English. Each of them had its special status in the past: Old English was the native language of the population, Latin was the official language of the state and French was the elite language of the Norman aristocracy. Moreover, they completed and competed with one another. Sometimes, they were used simultaneously in law and administration in order to keep the concepts, meaning, technicality and flavour of legal language. When switching from one language to another, legal drafters did not want to omit or lose any shade of meaning and decided to keep all the forms without being aware of the doubling up or tripling up effect, or the semantic overburdening effect.

Being labelled as doublets, twins or sister phrases, these constructions are bad terminology, which in Warren Buffett's perception, is the enemy of

good thinking (Buffett 2001), and I would add – an enemy of good translation because of no alternative for the translator to handle them. In fact, the translator has *solely and exclusively* two extreme options, when dealing with doublets. The first option is to omit one of the components and generalize the doublet into one word, for instance, *legal and valid* – *legal*, or *due and payable* – *due*, etc. But Cao (2007) reminds us that in legal language each and every word may carry different legal meanings and legal consequences. Thus, for the translator, it is not always possible or advisable to combine the synonyms into one word. The second option is to keep all members, render them word-for-word and create “ad-hoc equivalents” with the risk of causing redundancy in the target language, for example: *all or any* – *toate sau oricare* or *null and void* – *nul și neavenit*. Practice proves that “ad-hoc equivalents” provided never get fossilized nor become terms in the target language, and for this reason these constructions have to be reinvented every time or they acquire a multitude of flexible versions of translation, as in the following example: “in order to ensure the *validity, effectiveness and enforceability* of this lease” for which I could find the following Romanian counterparts – 1) *validitatea juridică, efectul obligatoriu și opozabilitatea*; 2) *eficiența și aplicabilitatea*; 3) *eficacitatea și forța executorie*; 4) *validitatea și aplicabilitatea din punct de vedere legal*; 5) *validitatea și eficacitatea*, 6) *valabilitatea și eficiența*; 7) *validitatea, eficacitatea și punerea în aplicare*. This list of accidental and episodic equivalents is against the fixity and precision principles in translation. Nevertheless, it became a pattern of translation of doublets in Romanian.

For the Romanian legal language, the phenomenon of legal doublets is not something common. There are several examples, but they are very few for a terminological pattern, for example: *eveniment sau moment viitor, fapte licite sau fără vinovăție, în numele și pe contul, în numele și pe seama, patrimoniu distinct și separat, voință certă și evidentă, nul și neavenit*.

As far as the translation of doublets in Romanian is concerned, it is reduced to translator’s choice. In the majority of cases, these constructions would be unacceptable in Romanian because of the obsession of pleonasm proper to the literary language. That is why the translator will opt to render a doublet or triplet using one word. In other cases, the translator will render them word for word with the risk of creating redundant terms.

Generally speaking, I would dare to say that linguists and terminologists avoid giving any recommendations regarding the translation of English doublets. They outline that doublets are useless, ambiguous, redundant, verbose constructions but very few articulate solutions in this respect. One of the few who dared to elaborate on this topic is Dennis McKenna, who recommends not to translate

these redundant constructions, because “while acceptable in English, they will only be confusing or stylistically awkward in other languages. This is not to say that other languages do not have their own synonyms or doublets in legal language. But English, sometimes, has no natural equivalents in other languages” (McKenna 2009: 25). In McKenna’s opinion, in each case we are adapting the original text to the target language. However, the author considers that there is one exception to this blanket recommendation to produce “normalized” translations: “this would occur when the meaning of each component of the doublet or triplet is being litigated, or when two or more terms have been legally determined to be different (either by case law or by legislation). Then we are obliged to reproduce two (or more) separate terms in the translation to capture the specific nuances of each term” (McKenna 2009: 25). For example, for the doublet *engagement in willful misconduct or acting in bad faith*, I could identify the following translations in Romanian: 1) *a acțiunea cu abateri sau rea credință* and 2) *a avea o conduită ilicită intenționată sau a acționa cu rea credință*. Both translations are relevant and comply with McKenna’s paradigm; the concepts are common for Romanian legislation as well, but in terms of the fixity principle of terminology – this is a failure due to the interchangeability of doublet’s elements and lack of “normalization”, if to use McKenna’s rhetoric. Tiersma recommends indirectly the omission of the components that serve nothing but poor style (Tiersma 1999: 65). He mentions that lawyers know that these constructions are established idioms, e.g. *bind and obligate*, *heirs and successors*, that convey only a single meaning and the problem may appear exclusively with conjoined phrases that are not idioms, e.g. *validity, effectiveness and enforceability*. I have doubts that lawyers have such semantic introspections regarding these “finely-tuned legal phrases” as Tiersma (1999: 64) baptized them and whether they are idioms or not. The doublets’ “subtle shades of meaning that cover every contingency” which Tiersma is bringing into discussion are not so subtle when rendered into a target language, because in the majority of cases they become tautologies or ambiguous synonymic groups. For example, “*rights and powers*” was rendered in Romanian as “*drepturi și puteri / drepturi și competențe / drepturi și prerogative/ drepturi și atribuții*”. Rendering *rights and powers* with *drepturi* would suffice because a right incorporates and means the power and authority to perform something. If we analyze the provided versions of translation for *rights and powers*, the following can be outlined: *drepturi și puteri* is a literal translation and *puteri* is not a technical term but a colloquial one, hence it becomes irrelevant; *drepturi și competențe* is also inappropriate because *competențe* refers to skills and ability, which is not the case in this legal context; *drepturi și prerogative* – grosso modo, could be used, because prerogative

means a right or privilege exclusive to a particular individual or class; however, in Romanian, we use *prerogativă* with reference to the power and authority assigned to a state authority, head of state or high official (Rom.: drept acordat în exclusivitate șefului unui stat sau unui demnitar); *drepturi și atribuții* is also inconsistent because *atribuții* refers more to obligations and not to rights. Moreover, the equivalents (*competențe, atribuții, puteri, prerogative*) do not fit the register and the legal context. Tiersma's approach to doublets through the "surplusage rule" draws the conclusion of omitting the translation of every member of a doublet whenever possible.

Crystal recommends using word-for-word translation in the case of doublets "because the two words do not constitute synonyms but instead have overlapping meanings" (Crystal 2005). He 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 "do not choose, use all". Fortunately, today's paradigm changed to "choose, do not use all" due to the development of translations and the desire for harmonization of terminology. The development of translations pointed that doublets are exclusively English and creating doublets in other languages would be linguistically and terminologically unfair, for there is no reason to duplicate verbosity, transfer it into another language and make this a pattern in a target language. In other words, why create doublets in Romanian if this is not a characteristic of Romanian LL and the created equivalents do not fit the grammatical, stylistic or semantic rules of the TL? For instance, *invalid or unenforceable* is rendered as *lipsit de validitate sau inopozabil* which sounds pleonastic in Romanian. One word, *nevalid* or *lipsit de validitate* would suffice. Or in the example *confidentiality and non-disclosure* rendered as *confidențialitate și nedivulgare*, *confidențialitate* would be sufficient.

Mellinkoff, who was the most sonant on doublets, is also not very articulate regarding the translation of doublets. He describes doublets as "oral tradition's preference for rhythm" (Mellinkoff 1963: 345), "a pair of synonyms that can properly be regarded as a single expression" (Mellinkoff 1963: 346), "worthless and unnecessary doubling" (Mellinkoff 1963: 349), a phrase where "one of the words can do the job every bit as well" (Mellinkoff 1963: 353), "the pattern of two-words-for-one" (Mellinkoff 1963: 363), "the imprecise pattern of two-words-for-one which has been carried into the 20th century" (Mellinkoff 1963: 366). Considering these labels, one may deduce that Mellinkoff's recommendation on the translation of doublets is omission of all members but one. If one-word-can-do-the-job formula is efficient in English, then it should be valid in translation, as

well. For example, *cancelled and void* – nul; *true and lawful* – legal; *to give, devise and bequeath* – a lăsa moștenire, etc.

Cao also approached legal doublets as “synonyms that may resemble one another and which can cause difficulty in translation” (Cao 2007: 70) and “word strings that are often synonyms” (2007: 88). This relation of synonymy leads to interlingual uncertainty which Cao defines as “ambiguity, vagueness, generality or other indeterminacy where words, phrases or sentences in two or more languages that are deemed to be equivalent do not correspond exactly when compared, thus giving rise to uncertainty” (2007: 78). The author recognizes and confirms the possibility of translating incongruence in legal language, but she underlines one very important thing:

the legal translator is not a lawyer and the central task of the translator is to translate, not to solve legal problems. In case of ambiguity, the translator will recognize and appreciate the linguistic uncertainty that may have occurred in the original text and then to convey and retain the vagueness or ambiguity in translation. The translator must always resist the temptation to clarify or make a word more precise or less ambiguous. Translators have no authority to resolve ambiguities (Cao 2007: 80).

Cao’s insights lead indirectly to the conclusion that doublets should not trouble translators because they have to transfer the original text as it is, without worrying that it may sound tautological since it is lawyer’s task to interpret.

In addition, Cao quotes Dick’s definition of doublets: “legal word strings that essentially have one meaning” (Cao 2007: 89) but outlines “in law each and every word may carry different legal meanings and legal consequences. Thus, it is not always possible or advisable to combine the synonyms into one word” (2007: 90). Cao makes reference to the “all-inclusiveness” principle of doublets, which is not always as inclusive as it is believed and recommends to translate the members of the doublet or triplet into separate words in the TL. It is logical and necessary, especially for specialized languages, but it may become impossible for the translator.

The analysis of legal doublets rendered from English into Romanian, from a translation perspective, did not highlight nor establish any patterns or rules, for several reasons. First, doublets are not common for Romanian legal language and the translator will either resort to word-for-word translation or omission to create equivalents, which is very subjective and accidental. Second, there are some attempts to standardize and cement their translations in Romanian on different forums and online dictionaries or glossaries (Proz, IATE, etc.)

but this is not enough. Third, there is no fixity for the provided versions of translation. For instance, *invalid or unenforceable* was rendered into Romanian in the sources I used as – *nevalid / lipsit de validitate sau inopozabil / neavenit* or another example, *integral and indivisible part* – *parte integrală și indivizibilă / integrantă și indivizibilă / integrală și indisociabilă*. This lack of fixity or stability, which is very important for terms, leads to the fourth reason: defective frequency. It is well known that frequency is one of the main principles of terminology and standardization of terms, and when a doublet has many translation versions which are used interchangeably then any debate about frequency is useless. Fifth, as Tiersma mentioned, not all doublets and triplets are idioms. Hence, the translator will handle doublets according to the scheme idiom-for-idiom, while in the rest of cases – will resort to any technique, which again is not efficient.

Considering all the above mentioned cases, the classification of the main techniques used to handle doublets in Romanian, which are described below, should be treated as a recommendation, because the techniques are interchangeable and there are multiple choice versions of translation. Until doublets are not standardized or normalized in dictionaries, we can only give recommendations and identify some patterns of translation.

One of the most widely used techniques for the translation of doublets is **omission**, because the wording rendered literally into Romanian will sound heavy and pleonastic. These omissions, as a rule, represent contractions of meaning and attenuation of the semantic overburden, or generalizations. In the case of omissions, the translator will eliminate words that do not comply with the register, are absolute synonyms, or reduplicate the meaning. Some of the examples are as follows:

<i>true and lawful Attorney</i>	reprezentant <i>legal</i>
<i>for and in the name of and on behalf of</i>	<i>în numele și în contul</i>
<i>acts and things hereinafter mentioned</i>	<i>acțiunile menționate în prezentul</i>
<i>shall consider necessary or desirable</i>	pe care le va considera <i>necesare</i>
<i>to enter into and perform obligations</i>	<i>a executat obligațiile</i>
<i>legal, valid and binding obligations</i>	obligație <i>legală</i>
<i>authorization and consent</i>	<i>autorizare</i>
<i>to prevent, restrict or inhibit</i>	<i>a împiedica sau restricționa/ restrânge</i>
<i>execution, delivery and performance of this agreement</i>	<i>executarea acestui contract</i>
<i>to make, endeavor to do, execute or cause to be made</i>	<i>a executat</i>

<i>withheld or delayed</i>	<i>amânat</i>
<i>cancelled and void</i>	<i>nul</i>
<i>the party agrees and undertakes to</i>	<i>partea a convenit să</i>
<i>to keep such terms in confidence and refrain from disclosing</i>	<i>să se abțină de la divulgarea informației</i>

Table 1. Examples of English doublets translated by omission in Romanian

The doublet “*confidential and proprietary information*” was rendered by the translator as follows: 1) “*informații sensibile și confidențiale*” and 2) “*informații cu caracter confidențial*”. The first example is definitely tautological because it doubles the meaning. In addition, it should be mentioned that the Romanian “*informații sensibile*” is a clumsy calque from the English “*sensitive information*” which refers to information that is protected against unwarranted disclosure. The standardized Romanian equivalent in this case is “*informații cu caracter confidențial*” hence, there is no need to resort to calques. The second translation – made through omission and contraction – is the most relevant as it is both compact and frequent in legal texts.

Another example is *diligently, conscientiously and in furtherance of best interest* in the sentence: “The party shall perform *diligently, conscientiously and in furtherance of the Company’s best interest* [...]”. One method of translation would be to compress the English triplet to the one-member Romanian equivalent *cu diligență*. However, the frequency of its use in Moldovan law outlined the following expressions containing the word *diligență* and *diligent*: *diligența unui bun proprietar, cu bună-credință și diligență, cu prudență și diligență, comportament diligent, prudența și diligența unui bun profesionist, obligația de diligență, diligența unui bun întreprinzător, diligență rezonabilă*. Romanian law uses the phrase “*obligația de diligență, onestitate și loialitate*”. Thus, the translator can make use of the following standardized equivalents: “*cu bună-credință și diligență*”, “*cu prudență și diligență*” and the Romanian triplet “*cu diligență, onestitate și loialitate*”.¹

¹ It should be mentioned that the Romanian language is spoken both in Romania and the Republic of Moldova. According to the Declaration of Independence of 1991 and to the decision of the Constitutional Court of Moldova of 2013, the official language of the Republic of Moldova is Romanian. Nevertheless, there are some differences in the choice of words, and legal language is not an exception. There are concepts exclusively common for Romanian law and not used in Moldova, and vice versa, or the denominations of concepts may differ in Romanian and Moldovan law. Therefore, the translator’s choice should take account of the country (Romania – Republic of Moldova) where the translation will be used. Some translations could look strange to a Romanian and some others – to a Moldovan.

All these examples are not standardized by any legal bilingual dictionary or term base, but collected from various official documents according to the criterion of frequency. The doublet *any and all* was rendered through omission – *toate*, and word for word – *oricare și toate*. Now, to decide which one is better would be subjective and illegal because there is no widely accepted rule regarding the translation of doublets and it is always individual. If the translator prefers to use one word, it makes the discourse more precise and compact, and if s/he chooses a literal transfer of the doublet, Tiersma's surplusage effect interferes, by overburdening the meaning.

Another translation technique that translators apply in rendering doublets is **word for word translation**. Empirically speaking, the principle behind the decision to render a doublet word for word is aleatory, either to keep the rhetorical and traditional style of legal language or to keep the form pattern of the expression. This technique leads to the creation of heavy lexical and semantic expressions, because they are either near synonyms, or they overburden the meaning, or they become standardized tautologies. Some of the examples are as follows:

<i>the extent and limits of authority</i>	<i>limita și extinderea competenței</i>
<i>to do or execute</i>	<i>să efectueze și să execute</i>
<i>all or any of the acts</i>	<i>toate sau oricare acțiuni</i>
<i>any such withholding or deduction</i>	<i>reținere sau deducere</i>
<i>duly organized and existing under laws</i>	<i>existând și funcționând potrivit legislației</i>
<i>fees, costs and expenses incurred by</i>	<i>costuri, taxe și cheltuieli suportate de</i>
<i>approval or consent</i>	<i>aprobare sau acord</i>
<i>to assign or transfer the agreement</i>	<i>a transfera sau atribui/ a transfera sau cesiona contractul</i>
<i>acknowledge and confirm</i>	<i>recunoaște și confirmă</i>
<i>compensation or benefit</i>	<i>compensație sau beneficiu</i>
<i>sole and exclusive jurisdiction</i>	<i>jurisdicție exclusivă și unică</i>
<i>final and binding</i>	<i>definitiv/final și obligatoriu</i>
<i>legitimate and substantiated</i>	<i>legitim și justificat/ întemeiat</i>

Table 2. Examples of English doublets translated word-for-word in Romanian

The example “[...] the principal and the agent undertake to carry out their *duties and responsibilities*” was rendered word for word in several Romanian sources as follows: *atribuții și responsabilități / îndatoriri și obligații / îndatoriri și responsabilități*. It should be mentioned that the agent and the principal are contracting par-

ties in an agency agreement with its counterpart in Romanian *contract de mandat* (Civil Code, art. 1030) where the parties have exclusively obligations (Rom. *obligații*) to be carried out. Therefore, the versions *atribuții*, *responsabilități* and *îndatoriri* are not equivalent, and in addition they are not technical terms.

Another example rendered word for word is *due and payable* rendered in Romanian as: 1) *scadent și plătabil* and 2) *scadent și exigibil*. The doublet *due and payable* means that a payment is expected or planned to be paid at a certain time. Hence, the temporal element is the defining one. In Romanian, temporality is described solely by the term *scadent*. As for the equivalents *plătabil* and *exigibil*, it is self-evident that they were used just to comply with the form pattern of doublets – a doublet translated with a doublet – which in this case overloads the meaning and even creates a diversion of meaning.

The approach “doublet translated with doublet” which results, as a rule, from the word for word translation, is definitely not a wise and accurate solution. It would have been efficient if this formula worked in the translation of doublets but since legal doublets are an English invention, the translator has to draw on knowledge and creativity to make an accurate and faithful translation.

Paraphrase is also used in rendering legal doublets, especially when an aspect of meaning is contentious or doubtful. It is used to clarify, explain, describe, define, transfer and/or reformulate an expression. For example:

<i>under or in connection with</i>	<i>ce rezultă din</i>
<i>to execute and deliver a legal act</i>	<i>a semna și preda un act juridic</i>
<i>has the power and authority to</i>	<i>are dreptul să</i>
<i>invalid or unenforceable provision</i>	<i>prevedere lipsită de validitate sau inopozabilă</i>

Table 3. Examples of English doublets translated by paraphrase in Romanian

It is risky to talk about **equivalence** in the translation of doublets because to say that a term has an equivalent it has to be characterized by frequency and fixity, which is not common for the versions of translation provided in Romanian for legal doublets. Hence, it is very rare for English legal doublets to have equivalents, but still some of them have been standardized and became equivalent idiomatic expressions. It is probably frequency that fossilized these constructions as equivalents. For instance:

<i>free and clear of</i>	<i>liber de/negrevat de sarcini</i>
<i>null and void</i>	<i>nul și neavenit/ nul</i>

<i>in full force and effect</i>	<i>în vigoare</i>
<i>for and in the name of and on behalf</i>	<i>în numele și în contul</i>
<i>diligently, conscientiously and in furtherance of best interest</i>	<i>cu diligență, onestitate și loialitate</i>

Table 4. Examples of English doublets translated by equivalence in Romanian

Multiple choice translation is not a technique of translation but rather a pattern, and it refers to doublets and triplets which have more versions of translation with high frequency. The multiple choices represent, as a rule, word for word translation versions or omissions, which are used interchangeably. For example:

<i>duties and responsibilities</i>	<i>atribuții și responsabilități / îndatoriri și obligații / îndatoriri și responsabilități</i>
<i>costs and expenses</i>	<i>costuri și cheltuieli / taxe și cheltuieli / cheltuieli</i>
<i>taxes and other costs</i>	<i>taxe și alte costuri / impozite și alte cheltuieli</i>
<i>taxes, duties or charges</i>	<i>impozite, taxe și alte impuneri / taxe, impozite sau costuri / taxe și alte costuri</i>
<i>prevent, restrict or inhibit</i>	<i>a împiedica sau restricționa / a restrânge</i>
<i>willful misconduct or acting in bad faith</i>	<i>a acționa cu rea credință sau abateri / fapte săvârșite cu intenție / fapte ilicite săvârșite cu intenție</i>
<i>integral and indivisible part</i>	<i>parte integrală și indivizibilă / integrantă și indivizibilă/ integrală și indisociabilă</i>
<i>rights and powers</i>	<i>atribuții / drepturi și puteri / drepturi și competențe / drepturi și prerogative / drepturi și atribuții / drepturi și competențe</i>
<i>ways and means</i>	<i>căi și mijloace/ modalități și mijloace/ metode și mijloace</i>

Table 5. Examples of English doublets with multiple choice translations in Romanian

For the legal triplet “*validity, effectiveness and enforceability* of this lease...” my search brought to light the following Romanian versions which range from omission to equivalence: 1) *validitatea juridică, efectul obligatoriu și opozabilitatea*, 2) *eficiența și aplicabilitatea*, 3) *eficacitatea și forța executorie*, 4) *validitatea și aplicabilitatea din punct de vedere legal*, 5) *validitatea și eficacitatea*, 6) *valabilitatea*

și eficiența, 7) validitatea, eficacitatea și punerea în aplicare. All these examples sound legal and accurate in terms of meaning and traditionalistic nature of legal language. However, they are against the principle of stability and monosemy of terminology. A similar example is *to assign, transfer or delegate* which has the following versions of translation in Romanian: 1) *să atribuie și să transfere*, 2) *să cesioneze și să transfere*, 3) *să încredințeze sau să delege*, 4) *să atribuie, transfere sau delege*, 5) *să cesioneze sau atribuie*.

And finally, a global solution or recommendation would be to reduce all doublets and triplets to one member, due to the fact that – as it was mentioned above – the phenomenon of legal doublets is not something common for Romanian and the translator is alone and independent in his choice of translation. Therefore, reducing these expressions, without any exception, to one member may solve the issue of ambiguity of legal doublets. For example: *to amend or modify* – a modifica; *obligated or required to* – obligat; *to obey and comply* – a respecta; *governed by and construed in accordance with the laws* – este interpretat în conformitate cu; *in accordance and full compliance* – în conformitate cu; *at law and in equity* – în temeiul legislației; *waiver, release and renunciation* – renunțare; *to indemnify and hold harmless from and against* – să despăgubească; *to make, constitute and appoint* – a desemna; *due and payable* – scadent; *costs, charges and expenses* – cheltuieli; *to deem and consider* – a considera, etc. I believe that to use a one-word equivalent and not create double synonyms, i.e. words repeated twice for imitating the structure of the source term, in order to avoid tautology, would be the best solution. However, it is the use that dictates the trend.

To conclude, the aspect of translating legal doublets is indeed an issue. This issue becomes even more complicated because: it is a phenomenon specific solely for English; it has a long tradition in legal language and tradition is not so easy to change; there are too many actors engaged as users of these expressions (lawyers, legal drafters, linguists, translators, terminologists, lawyer-linguists) who do not share an unanimous view; bilingual dictionaries do not rush and seem sceptical whether to standardize these doublets or not; forums designed for translators provide multiple choice versions of translation for these doublets which are subsequently transformed into synonymic equivalents. Unfortunately there is no pattern or official solution for rendering doublets in TL and they lack equivalents. However, the analysis of my corpus of English-Romanian examples revealed that omission and word for word translation are the most popular. I am not sure if they are the most efficient techniques, because during translation some shades of meaning are lost, other examples become semantically heavy or overloaded. This happens because they are either partial or absolute synonyms.

Standardization of legal doublets in bilingual dictionaries is probably the most reasonable solution but until then the translators will use their own tools and skills to make doublets sound comprehensive and accurate in the target language.

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Alina Bușila, researcher; lawyer-linguist; university lecturer at Moldova State University, Department of Translation, Interpretation and Applied Linguistics; PhD candidate (2018) in *Specialized Languages and Translation*, with the topic of thesis "Translation approach of notary acts in English and Romanian"; translator of Romanian, English, Polish and Russian languages; holder of License of sworn translator for English and Polish languages issued by the Ministry of Justice of Moldova, 2010; non-practicing lawyer. Published about 10 articles on topics related to legal translation, legal terminology, translation issues of legal documents, equivalence of legal terms, incongruity of legal systems and ways of handling terminological inconsistencies, etc. The most recent attended conference is the 1st World Congress on Translation Studies "Translation Studies: an autonomous discipline", Paris West University Nanterre-La Défense, 10-14 April 2017, with the topic of report: "Expressive Means Used in the Formation of English and Romanian Terms in Legal Language".