

# A Linguist as a Translator of Legal and Financial English

## 1. Introduction

Motto: *Not every linguist needs to be a translator but each translator needs to be a linguist.*

The aim of the presented Bachelor of Arts diploma thesis<sup>1</sup> is to identify and analyse some of the useful language and translation skills a linguist needs to become a translator of legal and financial English, from English to Czech and vice versa. This diploma thesis will describe some aspects useful for this transformation.

Each part of the thesis will among others reflect the typological differences in both languages, which are important, although not exclusively, for this type of translation. The thesis will be divided into several chapters dealing with the grammatical categories that are essential for translation from and to financial and legal English and we will use a comparative linguistic description in this stage.

The examples taken from authorized translations<sup>2</sup> will serve as a proof of our findings and recommendations of the translation strategies or their specific aspects which are most useful for translation of legal and financial texts will be suggested. The number of the grammatical features will be restricted; mainly we shall attempt to define “a useful linguistic *awareness* for translation of legal and financial English.” But this seemingly vague term will have a very specific impact. The outcome should be some suggestions of the features a linguist - translator should be aware of to be able to produce a professional translation of good quality.

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<sup>1</sup> The thesis is submitted within the Interpreting and Translation Programme of the Department of English and American Studies, FF UP, Olomouc.

<sup>2</sup> Our own translations will be used to illustrate Czech > English translation, when English is used as the SL the texts from Eur-lex will be analysed.

The secondary literature will be based on the major sources for legal terminology like the law dictionaries by Marta Chromá<sup>3</sup> and the textbooks by the same author<sup>4</sup>, as well as her comparative legal and linguistic study *Legal Translation and the Dictionary*<sup>5</sup>. One of the sources will be the knowledge and materials acquired at the accredited course in legal English at the Charles University in Prague lead by the author of these publications. For some of the grammatical categories we will refer to our bachelor thesis *Verbal grammatical categories in typologically different languages (English and Czech)*<sup>6</sup>. Theoretical comparative grammars will be used to analyse the differences resulting from the typology of Czech and English<sup>7</sup>.

The texts we are going to analyze depend on the task set by the specific chapter. For example we have selected the text *Power of Attorney* for the purpose of our commentary because it is a very frequent task for a translator of legal texts, as it is one of the basic documents especially talking about property law with a specific structure of personal pronouns.

If we base our hypothesis on Jakobson's motto<sup>8</sup> that languages differ essentially in what they *must* convey and not in what they *may* convey, we select the texts according to what they must convey. We realize that set English legal texts, like *Power of Attorney* must have their linguistic aspect, reflecting typological differences, like

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<sup>3</sup> Chromá, Marta. 2010. *English Czech Law Dictionary*. Praha: LEDA.

Chromá, Marta. 2003. *Czech English Law Dictionary*. Praha: LEDA.

<sup>4</sup> Chromá, Marta. 2007. *New Introduction to Legal English Volume I*. Praha: Karolinum.

Chromá, Marta. 2007. *New Introduction to Legal English Volume II*. Praha: Karolinum.

<sup>5</sup> Chromá, Marta. 2004. *Legal Translation and the Dictionary*. (*Lexicographica. Series Maior 122*). Tübingen: M. Niemeyer.

<sup>6</sup> Königová, Terezie. 2010. "Verbal grammatical categories in typologically different languages (English and Czech)." BA diploma thesis, Palacky University in Olomouc.

<sup>7</sup> Cf. The Bibliography

<sup>8</sup> Jakobson, Roman. 2012. "On linguistic aspects of translation." Last modified May 15. <http://www.stanford.edu/~eckert/PDF/jakobson.pdf>

modality, determination, tenses and other grammatical categories, which would be a starting point for a linguist working as a translator of legal texts with Czech as SL<sup>9</sup>.

The approach will be applied in most chapters, with each of them dealing with a different aspect of the translation of legal texts. We believe that this method will provide us with a three-step analysis:

- A linguistic aspect, from the Jacobson's point of view, analyzing what must be conveyed because of the typological differences, where we presuppose the translator's linguistic knowledge of English.
- A focus on the impact of the functional style of the language resulting in, as it will be shown later on "total equivalence."
- Focusing on what the language may convey is not the aspect analysed in detail here, because it involves a transfer which is from our point of view a terminological issue.

We shall attempt to apply the first two of the above mentioned approaches to each of the texts. This brief analysis should show us which text will yield easily to the linguistic skills of the translator and vice versa, i.e. which texts are based on the transfer increasing the awareness of the translator of his lack of relevant knowledge of the terminology.

## **2. Personal pronouns and the Power of Attorney**

There exist so many formats of the above-mentioned document that we cannot state that all of them would have the same formal properties. Nevertheless, majority of Powers of Attorney will share certain linguistic features. An example of such common features will be the frequency of personal and possessive pronouns because, as we stated above, the main function of the text is delegating power from one person to another and

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<sup>9</sup> In this respect our bachelor thesis *Verbal grammatical categories in typologically different languages* may become useful because it concentrates specifically on the differences between Czech and English which must be conveyed.

therefore the analysis of personal pronouns is relevant.<sup>10</sup> If we apply the three-step analysis in this type of text, the first part of the analysis, focusing on the linguistic aspect (from the Jakobson's point of view analyzing what must be conveyed) will deal with pronouns, finite verbs, nominalizations and word order.

The second part of the analysis will be focused on the functional style of the language of the specific legal text. Stylistically marked features which must be observed in the source and the target texts will be for example a stylistically-marked use of the English personal pronoun "I" and its Czech equivalent "já" which will be discussed in detail later on in the section of the relevant examples listed below.

The third part of our analysis focusing on what the language may convey will briefly examine the transfer which basically constitutes the difference between a layman's translation of a term or a collocation and its specific use when we deal with a precisely defined linguistic term or idiom.

E.g. the title of the text "*Plná moc*" of course suggests translation as "*full, complete, filled*" while the second part of the collocation "*moc*" could be translated as "*power, authority, force, rule*" and so on. To a layman a number of combinations offers itself and none of them suggesting the collocation "*Power of Attorney*." This transfer therefore may be described as legal terminology transfer because this is not an example of lexical but of legal equivalence. The literal linguistic equivalent of the collocation "*plná moc*" might have been "*full force, filled power, complete rule*" and so on, so from Jakobson's point of view, it is the meaning that languages may convey selecting from a number of available concepts.

The first step of the analysis will be concerned with obligatory equivalence, which is a linguistic aspect of the text. In the Czech text we shall tentatively highlight pronouns, finite verbs, nominalizations and word order. The differences in equivalence

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<sup>10</sup> The relevance of the focus on the structure of personal pronouns is supported by the definition provided in the draft by Zuzana Slováková: *České obchodní právo*, PF UK 2007, podklad pro učebnici pro zahraniční studenty v rámci programu Erasmus: „*Plná moc* musí být určitá, zejména z ní musí být patrné, kdo a koho zmocňuje, musí vymezit rozsah zmocněncova oprávnění a to buď jako oprávnění ke všem právním úkonům (generální plná moc) nebo jen k určitému druhu právních úkonů (speciální plná moc) nebo oprávnění k určitému jednotlivému nebo několika jednotlivým právním úkonům (plná moc individuální).“

could be substantiated linguistically and they are easy to be explained to a potential translator of legal texts.

The second step of the analysis may develop Jakobson's maxim by analyzing what must be identical in the source language and target language. It will be determined by the specific functional style, because the obligatory differences are given by typology, potential differences are given by transfer, therefore the so-called "absolute equivalence" must be determined by style.

As an example there is the use of the personal pronoun "já" translated as "I" in the target language. While the English personal pronoun "I" would belong to the first part of the analysis because the explicit personal subject is grammatically determined, in Czech its explicit expression in the text is marked because grammatically it is expressed by suffixes. Another example would be that Czech unlike English has obligatory endings of adjectives in agreement with the corresponding gender of the noun. Therefore, the form of the adjective "podepsaná" containing the ending „á“ typical for the feminine gender tells us we are dealing with a female and therefore we do not need the entitlement "Mrs.", which is necessary in the English text.

Since the focus of this chapter is on the first step of the analysis we will now examine in a greater detail the typologically determined equivalences. As we have already mentioned, we have decided to focus on pronouns in the text and we have therefore highlighted the relevant structure of pronouns and finite verbs:

## **PLNÁ MOC**

Já, níže podepsaná, nar..... , bytem..... tímto

z p l n o m o c ň u j i

**JUDr.**, r.č., notářku v ..... , s adresou kanceláře .....,

- aby mě zastupovala v jednání s veškerými fyzickými a právníckými osobami, aby mě zastupovala a to aby za mě před těmito orgány a institucemi vykonávala veškeré úkony, přijímala doručované písemnosti, podávala návrhy a žádosti, podávala opravné prostředky a námítky proti rozhodnutím těchto orgánů, popř. se opravných prostředků vzdávala.

Tuto plnou moc uděluji i v rozsahu práv a povinností občanského soudního řádu a správního řádu.

Zástupce je oprávněn zmocnit k zastupování další osobu.

V \_\_\_\_\_ dne \_\_\_\_\_

.....

Tuto plnou moc přijímám.

Pronouns serve as a means of cohesion not only in a Power of Attorney document but in of all kinds of legal texts we have been dealing with in our thesis. The structure of pronouns within legal documents is very complex and important as the most significant function of pronouns is to express mutual relationships of the parties in concern.

Cf. the English version

## **POWER OF ATTORNEY**

I, the undersigned. Mrs. .... born . . . ., resident at ...

### **authorise**

JUDr. ...., birth identification ....., notary in ...., registered office: .....

to represent me in dealings with natural persons and legal entities, to represent me before all the state administration bodies, local government and other authorities, namely before courts and land registry offices, on my behalf to carry out before these bodies all acts, to accept all the written material, to submit proposals and requests, to submit remedial measures and objections against the decisions of these bodies, or waive remedial measures.

I hereby accept the Power of Attorney.

The result of our brief example is that the cohesive structure is mainly obligatory and has to be learned. From this therefore follows that the text may not seem very difficult for a linguist as it contains majority of features they are familiar with. As the features having a linguistic character are not unknown for linguists they only have to

realize where and how the features should be applied. This is also the main purpose of our thesis – to keep the point of view of a linguist and leave to the experts from the field of law the terminology which is given and there not of concern to a linguistically-oriented analysis.

### 3. Learning Legal English

Substantial background materials for our thesis have been based on the course organized by the Charles University<sup>11</sup> in the form of lectures lead by Dr. Marta Chromá, one of our most acknowledged experts on legal English and Czech. The accredited two-semester course consists of two parts – a legal and a linguistic one. The former one provides the students with basic information about individual branches of law taught by various experts in the field in concern, the latter has been lectured by Dr. Chromá herself and it is focused on the terminology and translation issues in the field of law presented in the first part of the lectures. These parts are tightly interconnected, as for a translator of legal texts it is essential to know the legal background of the text to be able to translate it successfully. This might be well supported by J. Gibbon's (1994) opinion that "Law is a language. It is not solely language, since it is a social institution manifested also in non-linguistic ways, but it is a profoundly linguistic institution. Laws are coded in language, and the processes of the law are mediated through language."<sup>12</sup> Therefore a translator of legal texts needs to have not only good linguistic, but also legal awareness.<sup>13</sup>

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<sup>11</sup> KST ČR. 2012. "KST ČR." Last modified May 15. <http://www.kster.cz/>

<sup>12</sup> Gibbons, John. 1994. *Language and the Law*. London: Longman.

<sup>13</sup> It is also worth mentioning, that additional information has been provided by an intensive one-week course undergone at Justiční akademie in Kroměříž<sup>13</sup>, which is evaluated the same as one semester of the weekly course in Prague and it is organized by the same subject. This course has dealt prevalently with translation issues, especially the ones that may arise due to differences among various legal systems, as probably the majority of the attendants are attorneys, judges, legislators and notaries who already have good knowledge of Czech law. The attendance of professionals was extremely beneficial, as their professional experience had been a source of interesting discussions and had given the course a workshop-like form enhancing the knowledge of both translators and legal professionals.

We have also appreciated the publications by Dr. Chromá, not only in connection with this thesis but also in general practice. For example, the Law dictionaries by this author are generally considered the most relevant Czech-English and English-Czech Law dictionaries<sup>14</sup>. The course has been supported by the exercise books primarily dedicated to providing students of law with the basic knowledge of Legal English, *New Introduction to Legal English Volume I and II*<sup>15</sup>, which has been a useful source of our secondary sample text analysis, as the course encompassed analyses of various translation issues within authentic texts. Each of the lectures has been dedicated to a different topic, first explained by a professional on the topic in concern to provide the students with insight to the topic and then the terminology and possible translation strategies and problems were explained. Besides all the useful knowledge gained throughout the course, the most relevant topics for the purpose of our thesis included in the course are: the general issues of the Commercial Code, ownership, proprietary rights, co-ownership, (...) (lecture 2); kinds of contract with focus on the Lease Agreement (lecture 6); the law of inheritance, legal succession, testamentary succession (lecture 7); corporations and kinds of corporations (lectures 11 and 12); the European Law (lectures 26 and 27).

The range of the topics covered in the course is quite vast therefore we had to decide which of the issues were the most relevant ones for our thesis and therefore worth including. The first of the issues we are going to deal with here are the above-mentioned Czech-English and English-Czech dictionaries by Chromá, as they are the most frequently used aid while translating legal texts.

First of all, we would like to note here that while translating the legal texts we have found out that the Czech-English dictionary is slightly more detailed than the English-Czech one, not only in the means of its extent but also thanks to the explanatory notes. Let us demonstrate it on two of the most frequently used dictionary entries, on the

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<sup>14</sup> Chromá, Marta. 1996. *Anglicko-český právní slovník*. Praha: LEDA,

Chromá, Marta. 2003. *Česko-anglický právní slovník s vysvětlivkami, 2. vydání*. Praha: LEDA.

<sup>15</sup> Chromá, Marta. 2007. *New Introduction to Legal English Volume I*. Praha: Karolinum.

Chromá, Marta. 2007. *New Introduction to Legal English Volume II*. Praha: Karolinum.



term *smlouva*<sup>16</sup> (Chromá 2003, 329-331), which constitutes more than two pages of the Czech-English dictionary, while its English equivalent *contract*<sup>17</sup> (Chromá 1996, 79-80) creates only about half a page of the English-Czech dictionary. A similar example would be the one of the term *dohoda*<sup>18</sup> (Chromá 2003, 71-72), which is almost one page long, while its English equivalent of *agreement*<sup>19</sup> (Chromá 1996, 25) of only a quarter page extent. We could state that the Czech-English dictionary is more elaborate thanks to larger extent, higher amount of collocations and explanatory notes. The larger extent of the Czech-English dictionary might be caused by the fact that the dictionary has not been intended for native anglophone lawyers. On one hand some of them criticize Chromá's dictionary in a negative way, for example Michael Trittipò<sup>20</sup> criticizes it for insufficient context of the target language equivalents, which he has demonstrated on one of the dictionary entries. On the other hand, Chromá herself mentions in the Introduction of her dictionary that "The present edition does not pretend to be a comprehensive legal dictionary"<sup>21</sup> (Chromá 1996, 7).

We would also like to mention that the dictionary is ideal for purposes of our thesis and the framework of legal translation as is it most useful for those "who work

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<sup>16</sup> Chromá, Marta. 2003. *Česko-anglický právní slovník s vysvětlivkami*, 2. vydání. Praha: LEDA.

<sup>17</sup> Chromá, Marta. 1996. *Anglicko-český právní slovník*. Praha: LEDA.

<sup>18</sup> Chromá, Marta. 2003. *Česko-anglický právní slovník s vysvětlivkami*, 2. vydání. Praha: LEDA, 71-72.

<sup>19</sup> Chromá, Marta. 1996. *Anglicko-český právní slovník*. Praha: LEDA, 25.

<sup>20</sup> Translation Journal. 2012. "Legal Translation and the Dictionary." Last modified May 15. <http://translationjournal.net/journal/33legaldic.htm>

**návrh** petition formal application in writing made to a court, motion written or oral application to court for ruling or order; bill proposed legislation; offer, suggestion; proposal ... ; ~ **na odročení zasedání parlamentu** motion to adjourn a session of Parliament ... ; ~ **na přibrání tlumočníka** motion to engage an interpreter; ... .

(Bold font added for clarity on screen; size variations in original.) The text in smaller characters (bold and purple about the source Czech, regular and blue about the target English) is what Chromá calls "explanations"—sometimes definitions, sometimes limiting or illustrative context. As the excerpt shows, the entry includes implicit (but repeated) reminders to a user that the Czech structure "na (=for) + gerund + genitive" can often be translated in English by "infinitive + accusative" rather than by mirroring the original grammatical classes.

This entry goes on for four columns, far beyond a one-line "návrh = suggestion, proposal" entry.

<sup>21</sup> Chromá, Marta. 1996. *Anglicko-český právní slovník*. Praha: LEDA.

with English legal texts from various branches (e.g. substantive civil and criminal law, civil and criminal procedure, business law, company law, public and private international law. Other branches of law are covered less thoroughly.”<sup>22</sup> We have experienced this during our practice when, for example we had no serious problems finding the term from the field of business law but we had to consult other sources, such as Eur-lex<sup>23</sup> to find terms related to the EU law.

When a translator of legal texts obtains a translation task, he should first read it thoroughly not only to understand the subject matter of the text but also because one of the initial issues is to find out which legal system is it related to as it plays crucial role not merely while selecting the right terminology. Therefore we have appreciated that Chromá distinguishes and denotes by abbreviation branches of law, for example the legal terminology of the United States (US) and the United Kingdom (UK). Let us demonstrate it, for instance on the collocation *kmenové akcie*, which has completely different equivalent in British and American English, Cf. *ordinary shares (UK)*, *equity stock (US)*<sup>24</sup> (Chromá 2003, 32) or the more complex equivalents of *převoditelnost cenných papírů neobchodovatelných na burze*, Cf. *negotiability of commercial papers (US)*, *marketability of negotiable instruments (UK)*<sup>25</sup> (Chromá 2003, 283). But the author does not include just these grave differences in terminology but also in orthography, Cf. *offence (am. offense)*<sup>26</sup> (Chromá 1996, 210) or *honour (am. honor)*. The author also mentions both American and British phonetic transcription in case of differences but we have not considered relevant to mention any examples here because in our thesis we are going to deal with written texts only.

Due to the differences among various legal systems explicitation and condensation are the tools translator of legal texts may use very often. It is often very difficult to find a relevant equivalent in a legal environment where there is no direct equivalent to that term, cf. the Czech complex collocation *převoditelné cenné papíry*

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<sup>22</sup> Ibid.

<sup>23</sup> Europa. 2012. “Eur-lex.” Last modified May 15. <http://eur-lex.europa.eu/cs/index.htm>

<sup>24</sup> Chromá, Marta. 2003. *Česko-anglický právní slovník s vysvětlivkami*, 2. vydání. Praha: LEDA.

<sup>25</sup> Ibid.

<sup>26</sup> Chromá, Marta. 1996. *Anglicko-český právní slovník*. Praha: LEDA.

*rubopisem neobchodovatelné na burze* and its condensed English equivalents *negotiable instruments (UK), commercial papers (US)*<sup>27</sup> (Chromá 2003, 283) or an opposite case where we find elements of explicitation in the English equivalent as it has no direct equivalent in other legal systems, cf. the Czech two-word term *předstihové řízení (CZ)* and its English thirteen-word equivalent *application for the preliminary employment records for the purposes of old-age pension entitlement*<sup>28</sup> (Chromá 2003, 277). This is another argument supporting our hypothesis that linguistic awareness is insufficient if the linguist wants to become a translator of legal texts.

What we also appreciated were the indicators of frequency of use of the dictionary entries marked by numbers, as it is great help while choosing the most suitable equivalent. We have already mentioned the frequent terms *contract* and *agreement*, which may be source of ambiguity and it is often difficult task to decide which term is more appropriate and to find out what terms it possibly collocates with. This is not a task that could be solved with a purely linguistic approach as the translator has to know what the essential elements of the contract or agreement are to be able to name the document correctly. A simple explanation by Twomey and Jennings would be that “A contract is a binding agreement between two or more parties.”<sup>29</sup>, which seems clear to a person with basic knowledge of law implying that a contract arises upon agreement but a linguist may perceive it as ambiguous as he might consider the two terms in concern synonyms and they would need an in-depth explanation.

#### **4. Notes on Lexical Units and Word Order in the Lease Agreement**

In each chapter we select one particular text which should reflect not only the so called “total equivalence,” but mainly the obligatory equivalence resulting from typological differences. Although we are aware of the fact that every legal text encompasses a

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<sup>27</sup> Chromá, Marta. 2003. *Česko-anglický právní slovník s vysvětlivkami*, 2. vydání. Praha: LEDA.

<sup>28</sup> Ibid.

<sup>29</sup> Twomey, D. P. and Jennings M. M. 2011. *Anderson's Business Law and the Legal Environment, Standard volume*. Mason, USA: South-Western Cengage Learning.

number of different morpho-syntactic features, our selection will reflect the more frequent and typical ones.

The selected document of *Lease Agreement (Nájemní smlouva)* should reflect the differences of word order because it is less based on total equivalence than for example the document of *Power of Attorney*. Nevertheless, first of all we shall focus on the latter aspect of this type of legal text. The title “*Lease Agreement*” (*Nájemní smlouva*) reflects the nominal tendency of English, the collocation “*Lease Agreement*” consists of two nouns with a loose semantic relations possibly “*Agreement of Lease*” or “*Agreement on Lease*.” The two juxtaposed nouns in English and the Czech equivalence adj+sb are frequent features of a legal text, such as in the examples contained in our sample text: *the Czech Republic, Identification Code, District Court, Land Registry Office, forestry map* and *proprietary rights*.

All the English sb + sb collocation have their adj + sb Czech equivalents, which are set phrases in Czech as well, the interesting example is *Katastrální pracoviště Zlín* translated as *Land Registry Office* with three juxtaposed nouns, *maximální úsilí* translated as *maximum effort* or *porostní mapa* translated as *Forestry map*, in this case *porostní mapa* is a technical term with a narrower meaning than *mapa porostů* and this is an issue we are going to follow further on.

In this context, it may be interesting to analyze the meanings of the sb + sb collocation with the head word *court*. In English we have examples: *Regional Court, District Court, Municipal Court, Appellate Court*,<sup>30</sup> *Crown Court, Juvenile Court*, etc. The collocations with *court* and their Czech equivalents should replace English noun with Czech adjective. The Czech equivalents *Krajský soud, Okresní soud, Městský soud, Odvolací soud, Korunní soud* confirm the rule, the remaining equivalent of *Juvenile court, Soud pro mládež*, where the Czech equivalent is lexically determined, the potential comic meaning overrules the typological difference on the basis of which Czech terminology is constructed. Another similar example may be the collocation *Marriage license*, the literal translation of which would have be associated with the

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<sup>30</sup> We are aware that the part of speech of *Appellate* is either a noun or adjective, cf. OED. 2012. “Oxford English Dictionary” Last modified May 15.

<http://www.oed.com/view/Entry/9577?rskey=yfwykG&result=6&isAdvanced=true#eid438074> for this example we suppose that it is a case of Sb-Adj conversion.

Czech collocations starting with *sňatkový*, most of which have negative connotation. Another example of such kind could be *maiden name* etc.

In this specific text there are cases of a single noun with a Czech collocation equivalent and vice versa. We may consider a single lexical unit translated as a collocation, e.g. *affidavit* translated as *přísežné prohlášení*. This example however belongs amongst the cases characterized in the previous chapter under terminology and therefore it is not of our primary concern. More interesting from the linguistic point of view is the collocation *General Act* translated as *Zákon s obecnou působností*. In the case of the English collocation the modifier of which has a Czech multi-word equivalent, there is a tendency to use a prepositional phrase in Czech *Zákon s obecnou působností* since the other possibility *Obecně působící zákon*, although adhering to the general rule for legal terminology becomes too vague since the adjective *působící* is too general when compared to the noun *působnosti*.

The example of the collocation *search warrant* with the Czech equivalent *příkaz k domovní prohlídce* belongs to the category as well. While the single lexical item *warrant* has the equivalents *zatykač*, it seems that *search* has the implicit object, which is made explicit in Czech by the adjective *domovní*, however we suppose that the context of the collocation *search warrant* narrows the meaning of *search*, which is after all a defining feature of compounds, where only one of a number of potential meanings between the components is realized. Our presupposition is confirmed by the unifying stress pattern of the pronunciation of *search warrant* as a compound word.<sup>31</sup>

We are not going to include into our analysis the English collocations, when the part of speech of the modifier may be a result of sb to adj conversion like *District Court* or *proprietary right*.

When analyzing the source text *Nájemní smlouva* the marked word order becomes immediately evident<sup>32</sup>. In the second paragraph of *Úvodní ustanovení* of the

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<sup>31</sup> The single stress is suggested as a principle word-formative feature for compounds according to Řeřicha, Václav. 1988. *Tvoření substantivních kompozit v současné angličtině*. Olomouc: Univerzita Palackého.

<sup>32</sup> Relationship between the functional sentence perspective and word order for the analysis of English texts is highly relevant. We assume that the Czech text is highly marked in terms of word order. We will examine to what extent this markedness is reflected in English translation. Our assumption is that there

document we shall analyze in a greater detail the sentence: *Pronajímatelé prohlašují, že vlastnické právo ke shora uvedeným nemovitostem nepozbyli převodem na jinou osobu, ani jiným způsobem, který by nebyl patrný z katastru nemovitostí,...* The unmarked word order of which would be: *Pronajímatelé prohlašují, že nepozbyli vlastnické právo ke shora uvedeným nemovitostem převodem na jinou osobu, ani jiným způsobem, který by nebyl patrný z katastru nemovitostí,...*

No part of the paragraph, apart from *pronajímatelé* and *shora uvedeným nemovitostem*, is contextually bound, thus fulfilling the condition stated in Dušková above. The verb *nepozbyli* is in a more prominent sentence position because of the necessity to put into the rheme both the contextually bound *pronajímatelé* and *shora uvedeným nemovitostem* placing the finite verb *nepozbyli* into a seemingly more prominent position. It could be deduced that the logic of the legal text overrules the word order considerations. When compared to the target language text: *The Lessors state that they have not been deprived of the proprietary rights concerning the above-mentioned real estate by transfer to another party or in any other manner that would not be evident from the Land Registry Office...* If the target language translation had followed the Czech word order, the following sentence would be produced: *\*The Lessors state that the proprietary rights concerning the above-mentioned real estate they have not been deprived of by transfer to another party or in any other manner that would not be evident from the Land Registry Office...* This word order would not respect the demand of grammatical linear sequencing shifting necessarily the object *the proprietary rights concerning the above-mentioned real estate* in front of the predicate, and thus causing the predicate to be completed by the preposition *of*. This confirms our expectations that the marked source language word order would not be reflected in the target text, however, more texts would have to be analyzed to substantiate this hypothesis. The passive voice and word order will be analysed in a greater detail in the following chapters with English as SL.

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will be higher markedness in Czech. Those Czech sentences are considered as marked which from the basic distribution of communicative dynamism and ignore contextual dependence. The above implies that in the context independent Czech legal text emphasis may be features of markedness.

## 5. Passive in English Legal Texts and its Czech Equivalents

For an analysis dealing with the equivalents of the passive voice in Czech as a target language the present an example from Eur-Lex in Czech and English<sup>33</sup>. A preliminary analysis of legal texts has shown that the passive and word order could on one hand provide context-free examples, but on the other the precise division of legal text into paragraphs provides a context which we should not ignore. The paragraphs consisting in our example of three or four sentences have often their specific context which is a part of the legal style. As a linguist should be aware of this specific feature of legal style we have decided to analyze passive voice and word order in a complete text, specifically in its bilingual version. The principal theoretical works used for explaining the equivalents we have suggested and compared with the official ones were written by Dušková and Firbas.<sup>34</sup>

When considering the passive voice in Czech and English legal texts we must be aware of its different functions. A Czech text having relatively free word order need not resort to passive when replacing the subject of the sentence by object and vice versa while for English it is necessary.

1. *Právo podat stížnost k EVOP má každý občan Evropské unie a každá fyzická osoba s bydlištěm nebo právnická osoba se statutárním sídlem v členském státě.*
2. *Any citizen of the European Union, and any natural or legal person residing or having its registered office in a Member State is entitled to complain to the EO.*<sup>35</sup>

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<sup>33</sup> Notice published pursuant to Article 27(4) of Council Regulation (EC) No 1/2003 in Case COMP/C.2/38.681 — Universal International Music BV/MCPS and others (The Cannes Extension Agreement)

<sup>34</sup> Emsa. 2012. “Elektronická mluvnice současné angličtiny, Libuše Dušková a kol.” Last modified May 15. <http://emsa.ff.cuni.cz/14.35.1>

<sup>35</sup> Europa. 2012. “Eur-lex.” Last modified May 15. <http://eur-lex.europa.eu/Notice.do?mode=dbl&lang=cs&lng1=cs,en&lng2=bg,cs,da,de,el,en,es,et,fi,fr,hu,it,lt,lv,mt,nl,pl,pt,ro,sk,sl,sv.&val=479937:cs&page=1&hwords=memorandum~>

The Czech sentence has the thematic subject *právo* which is contextually bound (*toto právo*) and the rhematic object *každý občan*. English has to compensate for the inability of linear change (*Any citizen has the right/ \*The right has any citizen*) by passive *Any citizen is entitled ....* We shall consider more examples of the passive voice in legal texts referring to the classification suggested by Dušková<sup>36</sup>

There is a similar example of the use of passive rearranging the word-order<sup>37</sup>, cf.

3. *Šetření může EVOP vést z vlastní iniciativy nebo na základě stížnosti.*

4. *Inquiries may be conducted on the EO's own-initiative, or following a complaint.*

The thematic subject *šetření* is contextually bound (cf. *EVOP má pravomoc vést šetření ... Šetření může EVOP vést z vlastní*<sup>38</sup>...)

The functions of the passive given above can be applied when the FSP of a Czech translation of English passive is considered.

*Outside the EU, EIB lending is based on EU external cooperation and development politics.*

According to the theoretical principles this is a case of passive without the explicitly expressed agent and therefore the verb should be rhematized and in a prominent position in the Czech translation.

The adverbial *outside the EU* has a low degree of communicative dynamism, cf. *Poskytování úvěrů mimo EU (poskytování úvěrů třetím zemím) vychází z politiky vnější spolupráce..*

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<sup>36</sup> Emsa. 2012. "Elektronická mluvnice současné angličtiny, Libuše Dušková a kol." Last modified May 15. <http://emsa.ff.cuni.cz/14.3>

<sup>37</sup> We are aware of the other uses of the passive voice in English like general subject, unwillingness to change subjects or unwillingness to express subjects where FSP is not primarily involved.

<sup>38</sup> Europa. 2012. "Eur-lex." Last modified May 15. <http://eur-lex.europa.eu/Notice.do?mode=dbl&lang=cs&lng1=cs,en&lng2=bg,cs,da,de,el,en,es,et,fi,fr,hu,it,lt,lv,mt,nl,pl,pt,ro,sk,sl,sv.&val=479937:cs&page=1&hwords=memorandum~>



However, in the official Czech translation the verb has lower communication dynamism.

*Mimo EU vychází poskytování úvěrů EIB (poskytování úvěrů třetím zemím) z politiky vnější spolupráce ...*

A similar translation issue where the passive construction *with the matters raised* does not include an explicit agent provides the following sentence:

*The EO considers that the record of how the EIB has dealt with the matters raised in the complaint ... is the appropriate starting point ...*

The rhematised verb in the Czech sentence should be in the position of a high communicative dynamism.

*EVOP se domnívá, že vhodným východiskem pro jeho vlastní přezkum, je záznam o způsobu, kterým EIB záležitosti uplatněné ve stížnosti řešila...*

The official Czech translation assigns the finite verb *řešila* a lower degree of CD, cf.

*EVOP se domnívá, že vhodným východiskem pro jeho vlastní přezkum je záznam o způsobu, kterým EIB řešila záležitosti uplatněné ve stížnosti ...*

In the following passive sentence the complex passive predicate is the rhematic element again (without explicitly expressed agent) which should be reflected by the Czech translation:

*This Memorandum of Understanding may be reviewed at the request of either party*

*Toto MOP může být na žádost kterékoli strany přezkoumáno a ...*

The official translation awards a higher CD to the contextually bound *kerékoli strany*, cf.

*Toto memorandum o porozumění může být přezkoumáno na žádost kterékoli strany ...*

There are examples in the analyzed bilingual legal text of the Czech word closely following the word order of SL, cf.

*The Agreement was subsequently notified to the Commission under the procedure of Regulation No 17.*

*Dohoda byla následně oznámena Komisi v souladu s postupem podle nařízení č. 17.*

This is the example where the FSP approach would focus the translation due to the absence of explicitly expressed agent and the resulting rhematization of the verb.

*Dohoda byla následně, v souladu s postupem podle nařízení č. 17, Komisi oznámena, or*

*Dohoda byla následně, v souladu s postupem podle nařízení č. 17, oznámena Komisi.<sup>39</sup>*

The inversion indir. obj + Vb in the latter equivalent is possible when the rhematic verb is transitive.

To conclude our brief notes on the passive in English legal texts and their Czech official equivalents published by Eur-lex the analysis above has shown that a Czech linguist translating an English legal texts should focus on: rhematizing function of the passive without an explicit agent (usually with the prepositions *by, with*). Although a literal translation of English passive by a passive construction in Czech may not substantially change the overall meaning of the sentence a Czech translator should be aware of the fact that passive in English may compensate for the Czech grammatical category of reflexivity (from this point of view the reflexivity in legal texts with Czech as SL could be analysed and compared with the use of the passive).

## **6. Specific Features of the Word Order in Legal English compared to Czech Equivalents**

When considered from the point of view of Czech as the source language the comparison of the legal texts word order in Czech and English presents the linguist turned translator with a two-step problem.

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<sup>39</sup> Europa. 2012. "Eur-lex." Last modified May 15.

<http://eurlex.europa.eu/Notice.do?mode=dbl&lang=cs&lng1=cs,en&lng2=cs.da.de.el.en.es.et.fi.fr.hu.it.lt.lv.nl.pl.pt.sk.sl.sv.&val=426765:cs&page=1&hwords=agreement~>

Firstly, the translator has to consider the difference between Czech with the word order determined by FSP and English word order governed by grammatical principles. Our approach will be therefore necessarily simplified, firstly, focusing on the examples in which the FSP perspective is not aligned with word order owing to the specific character of legal Czech, secondly, focusing on the means of English of reflecting the stylistic/emphatic functions of the Czech legal text. In the following examples some basic considerations are analyzed.

Cf.

*5. According to clause 9(a) of the Agreement a collecting society would have to obtain the written consent of the "relevant member" before granting a rebate to a record company in the context of a Central Licensing Agreement.*

*5. Podle ustanovení 9 a) Dohody by musel kolektivní správce před poskytnutím úlevy nahrávací společnosti v rámci centrální licenční dohody obdržet písemný souhlas "příslušného člena".*

In the contextually bound Czech sentence<sup>40</sup>, considered as TL here, the subject *kolektivní správce* is preceded by the conditional part of the predicate *by musel*, this word order determined by the introductory adverbial *Podle ustanovení 9 a) Dohody* is stylistically or emphatically unmarked. SL reflects this by the unmarked word order Adverbial (Manner) + Subject, cf. *According to clause 9(a) of the Agreement a collecting society*.

TL places the adverbial of time *před poskytnutím úlevy nahrávací společnosti* after the subject *kolektivní správce* assigning it a relatively low functional load. TL thus assigns the rhematic character to the object *písemný souhlas "příslušného člena"* which is appropriately placed in the prominent final position in the Czech sentence.

SL has the adverbial of place *in the context of a Central Licensing Agreement* which is appropriate from the point of view of the unmarked English grammatical word order (SVOMPT) when the adverbial would have to be in the beginning of the sentence if having a heavier functional load.

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<sup>40</sup> For the whole text see the Appendix.

The only sentential component in TL remaining to be analyzed is the adverbial of place *v rámci centrální licenční dohody*. In English the adverbial of place *in the context of a Central Licensing Agreement* has a very low functional load and it is contextually bound.

The Czech sentence could have the adverbial shifted into the less prominent position, cf.

5. *Podle ustanovení 9 a) Dohody by v rámci centrální licenční dohody kolektivní správce musel před poskytnutím úlevy nahrávací společnosti obdržet písemný souhlas "příslušného člena",*

or the English equivalent would have to shift the adverbial place into a more prominent position to ensure a complete information equivalence, cf.

*According to clause 9(a) of the Agreement and in the context of a Central Licensing Agreement a collecting society would have to obtain the written consent of the "relevant member" before granting a rebate to a record company.*

In the TL text *Podle článku ... může Komise ... prohlásit tyto nabídky pro dotyčné podniky za závazné*, the Czech word order replacing *sb + vb* is determined by the introductory adverbial *podle článku 9 ...* and it rhematizes the Object complement, cf. *může Komise ... prohlásit tyto nabídky pro dotyčné podniky za závazné*. The Czech word order is both contextually dependent (*tyto nabídky*) and emphatic (*za závazné*). Cf. the unmarked word order *může Komise tyto nabídky ... prohlásit za závazné pro dotyčné podniky*.

We shall now consider the reflection of the division of the functional load in the SL equivalent, Cf.

*The Commission may decide .... to make those commitments binding on the undertakings*. The final position of the Adverbial of place *on the undertakings* respects the grammatical principle of the English word order as well as the whole Content clause (*to make*) + Object (*those commitments*) + Complement (*binding*).

The emphatic style of the Czech sentence is not reflected in SL.

The subject of the SL *those commitments* is strongly contextually bound and should have a less prominent place in SL, cf. *může komise svým rozhodnutím tyto nabídky prohlásit ...* Either *binding* or *on the undertakings* can be rhematic in SL. If it is the *ing*-participle *binding* then the rhematic *závazné* would not be emphatic.

The SL equivalent with the rhematic subject preceded by the existential *there* can be found in the next sentence of the *Notice*.

*Such a decision ... shall conclude that there are no longer grounds for action by the Commission.* *Grounds* is the rhematic subject which is correctly reflected by the Czech equivalent with the prominent subject *že pominuly důvody pro zásah Komise*, instead of the unmarked word order, *že důvody pro zásah komise pominuly*.

The rhematic element of the sentence can be brought into prominence by the construction *It is/was ...* followed by the rhematic element. The Czech equivalent should have a marked word order to achieve the same balance of functional load within the sentence.

In the sentence *It is also possible to interpret the clause as requiring the consent of the other collecting societies' members ...* the rhematic element must be *also* and the Czech equivalent should place it to the prominent position within the sentence. Cf. the official translation:

*Ustanovení je také možné vykládat tak, že vyžaduje souhlas ostatních členů kolektivních správců...*

which places the rhematic *také možné* into a thematic position, when contrasted with *vykládat*, the distribution of functional load in English might be better represented by the Czech equivalent *Ustanovení je možné vykládat i tak, že vyžaduje souhlas ostatních členů kolektivních správců...*

The difference between the word order in Czech and English need not necessarily be affected by FSP only. Cf. the following sentences:

*Dne 27. února 2003 podala nahrávací společnost Universal International Music BV Komisi stížnost, která se týkala ustanovení ...*

*On 27 February 2003 the record company Universal International Music BV filed a complaint with the Commission concerning a clause ...*

We shall compare the word order of the Czech sentence Adv+vb+subj+indirect object (dative)+direct object to the English equivalent Adv+subj+vb+direct object+prepositional object (*with*). The inverted order vb+subj following Adv in the Czech sentence was explained above. There is the difference between the Czech “indirect object (dative)+direct object” *Komisi stížnost* and the English “direct object+prepositional object (*with*)”. The difference in word order is in this case determined by the grammatical rule stating that direct object of an intransitive verb must be followed by prepositional indirect object. The equivalent *BV filed a complaint with the Commission* is an idiom with a firm order of its lexical element and should be, which is the case, reflected by an unmarked word order of its Czech equivalent.

## **7. Further Examples of the Word Order in Legal English compared to Czech Equivalents**

There are two possible approaches to the further analysis of word order in our thesis, we can either analyse the remaining text of the *Sdělení (Notice)*<sup>41</sup>, or we can search for specific examples illustrating the syntactic means of adjusting the English word order according to the degree of communicative dynamism of the sentence elements which would be made evident by the deviation from the grammatical word order.

A significant means signaling the FSP is the English grammatical category of determination. The indefinite article is usually associated with rheme and the anaphoric or contextually and situationally bound definite article is mostly thematic. Although, a situationally bound definite article may be associated with rheme in specific contexts. Together with the definite article some other parts of speech have the inherent

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<sup>41</sup> Europa. 2012. “Eur-lex.” Last modified May 15. <http://eur-lex.europa.eu/Notice.do?mode=dbl&lang=en&ihmlang=en&lng1=en,cs&lng2=cs,da,de,el,en,es,et,fi,fr,hu,it,lt,lv,nl,pl,pt,sk,sl,sv,&val=426765:cs&page=>

thematic function, namely demonstrative and possessive pronouns. The inherently thematic function is the feature of the indefinite article as well as of quantifiers. Their rhematic function is more pronounced after *there* complemented by rhematic subject.

In the text *Sdělení/Notice* the above describe rhematic and thematic elements will be analysed from the perspective of the word order of the TL, Czech.

Cf. the paragraph:

*The Commission informed the thirteen collecting societies and the five major publishers by letter dated 24 January 2006 of its preliminary assessment within the meaning of Article 9(1) of Regulation (EC) No 1/2003.*

There are three instances of the anaphoric use of the definite article (*the Commission, the thirteen, the five ...*) as well as the possessive pronoun (*its*), a contextually bound definite article (*the meaning of ...*), apart from the definite article in the title immediately preceding the paragraph *The preliminary assessment*. The low degree of communicative dynamism should be reflected by the Czech word order.

*Komise třináct kolektivních správců a pět hlavních vydavatelství informovala o svém předběžném posouzení dopisem ze dne 24. ledna 2006 ve smyslu čl. 9 odst. 1 nařízení č. 1/2003.*

The official translation changes the FSP suggested by the article structure of the English text by awarding higher degree of communicative dynamism to *třináct kolektivních správců a pět hlavních vydavatelství*. The possessive pronoun *its* is translated as *její* neglecting the concord with the subject of the sentence.

The official version of the translation:

*Komise informovala dopisem ze dne 24. ledna 2006 13 kolektivních správců a 5 hlavních vydavatelství o jejím předběžném posouzení ve smyslu čl. 9 odst. 1 nařízení č. 1/2003.*

The next sentence

*According to the Commission's preliminary assessment two clauses of the Agreement raise serious concerns as to their compatibility with Article 81 of the EC Treaty and 53 of the EEA Agreement.*

includes the quantifier *two clauses* which in some cases can have inherently rhematic function. The rhematic function of quantifiers is more evident in English when it constitutes the subject or its part, for the quantifier subject is in a more

prominent syntactic position than an adverbial where the quantifiers may be more frequent.

Our presupposition about the rhematicity of *two clauses* is supported by the next two sentences opening with the subjects. The first is clause 9(a). The second is clause 7(a)(i).<sup>42</sup>

The next English sentence of the text above

*According to clause 9(a) of the Agreement a collecting society would have to obtain the written consent of the "relevant member" before granting a rebate to a record company in the context of a Central Licensing Agreement.*

has four rhematic sentence elements, *a collecting society*, *a rebate*, *a record company* and *a Central Licensing Agreement*. The relative high number of indefinite articles signifies the low level of contextual dependence and this finding is confirmed by an analysis of the context of the sentence<sup>43</sup>. The definite articles in *the written consent of the "relevant member"* do not rhematize the noun phrase, *the "relevant member"* is a generic description and the definite article in *the written consent of* is determined by the genitive postmodification. The lowest degree of CD falls on the introductory formula *According to clause 9(a) of the Agreement*. With the contextually free sentence elements the degree of CD will be lowest for the adverbial, if it is not an obligatory complement of the verb.

Within the adverbial clause itself, cf. *before granting a rebate to a record company in the context of a Central Licensing Agreement* the rheme is the object *a rebate*, the indirect object *a record company* although preceded by the thematic article is contextually more bound than the direct object *a rebate*, the non-obligatory adverbial of place *in the context of a Central Licensing Agreement* has by definition a relatively lower degree of CD. The distribution of CD suggests the Czech equivalent:

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<sup>42</sup> The three consecutive sentence described above are a textbook example of the rheme – theme development, cf. the rheme *two* developing into thematic elements *the first ...the second*.

<sup>43</sup> See the Appendix for the complete text.



*Podle ustanovení 9 a) Dohody a na základě centrální licenční dohody by musel kolektivní správce obdržet písemný souhlas "příslušného člena" předtím, než nahrávací společnosti poskytne úlevu.*

The official equivalent distributes CD differently:

*Podle ustanovení 9 a) Dohody by musel kolektivní správce před poskytnutím úlevy nahrávací společnosti v rámci centrální licenční dohody obdržet písemný souhlas "příslušného člena".*

There seems to be little difference in meaning of the two Czech equivalents differentiated by the word order, however the following context explaining that the issue rests with the timing of the written consents (it must be obtained before the rebate is agreed on), which is the rhematic information, cf.

*... this clause would mean that a collecting society would have to obtain the written consent of all of its members, which can be thousands.* We believe that in the sentence above the more rigid observation of CD makes the meaning of the text more accessible for the reader.

The suggested Czech equivalent with the Czech word order based on the specification of CD in English assign the highest degree of CD to the subject, cf.

*.... předtím, než nahrávací společnosti poskytne úlevu.*

This interpretation of FSP is confirmed by the rheme → theme sequence which is expected in the legal functional style. The rhematic *a rebate* opens as the theme in the next sentence:

*The rebate is calculated as a percentage of the administration fees paid to collecting societies by their members for the administration of the members' copyright.*

The CD distribution is determined by the passive of the main clause (*calculated*), the inversion implying that the object of the active sentence is thematic (*the rebate*), since the agent is missing the rhematic function of the verb is dominant. The adverbial clause *as a percentage ...* is rhematicised by the indefinite article. This CD distribution is respected in the official translation (*Úleva je vypočítána jako procento ze správních poplatků...*) of the main clause. The condensed relative clause (*... paid to collecting societies by their members for the administration of the members' copyright*) has the rhematic subject *by their members* and adverbial of purpose *for the administration of the members' copyright*. The preposition *for* implies a close semantic relation to the rhematic subject. The suggested Czech equivalent is:

*Úleva je vypočítána jako procento ze správních poplatků, které kolektivním správcům platí jejich členové za správu svých autorských práv.*

The word order of the official translation follows closely SL, the repeated Czech passive is irrelevant because of the possibility of inversion (dative) which English cannot apply and it is not only cumbersome here but it seems to suggest that there are two different groups of “členů”. Cf.

*Úleva je vypočítána jako procento ze správních poplatků, které jsou placeny kolektivním správcům jejich členy za správu autorských práv členů.*

The CD in the next sentence<sup>44</sup> is determined by articles:

*Given that a Central Licensing Agreement normally concerns the entire repertoire of a collecting society ... this clause would mean that a collecting society would have to obtain the written consent of all of its members, which can be thousands.*

The indefinite article of *a Central Licensing Agreement* must be examined carefully because *a Central Licensing Agreement* is contextually bound, it is apparent that the indefinite article is not a rhematic element here but it has its original semantic meaning *one (jedna centrální ...)*, and the same is true for *a collecting society (jednoho kolektivního správce)*, the analysis is supported by the indefinite article of *a collecting society* in the content clause which would have to be thematized otherwise. The word order of the official Czech equivalent follows the word order of SL which is in this case consistent with FSP. Cf. the official translation with our additions in the brackets:

*Jestliže se (jedna) centrální licenční dohoda běžně dotýká celého repertoáru (jednoho) kolektivního správce ... znamenalo by toto ustanovení, že by (jeden/jediný) kolektivní správce musel získat písemný souhlas všech svých členů, jichž mohou být tisíce.*

*It is also possible to interpret the clause as requiring the consent of the other collecting societies' members or other collecting societies as well.*

The CD of the sentence above is determined by the subject – thematic object inversion, cf. *the clause is possible to interpret*, the object (*clause, ustanovení*) has low degree of CD, the word order of the Czech official translation reflects the inversion. Cf.:

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<sup>44</sup> For the FSP analysis it is more objective to focus on a single typical text with explicit contextual relationships, otherwise the analysis would have to limit itself to context free sentences or provide lengthy contextual explanations.

*Ustanovení je také možné vykládat tak...,*

*The provision therefore can have the effect of preventing the granting of rebates by a collecting society that negotiates a Central Licensing Agreement with a record company.*

The translation problem in the SL sentence above is the genitive attribute *the effect of preventing the granting of rebates*, its semantic description of “broad correspondence” is usually narrowed by context, especially in legal style. Nevertheless, even for the constructions “*dvb sb + of + sb*” the syntactico-semantic relations should be considered, the subjective relationship “*effect prevents*” provides for a Czech equivalent with a finite form of the verb “*zamezit*”, in Czech the nominalization in the official translation *mít účinek na zamezení* differs in meaning from the English *the effect of preventing*, the Czech equivalent does not present *na zamezení* as a result of a causative verb but as a given state. Cf. the official translation:

*Toto ustanovení proto může mít účinek na zamezení poskytování úlev ze strany kolektivního správce, který vyjednává s nahrávací společností centrální licenční dohodu.*

There is a case of modality in the sentence, namely *any activities*. Its strong negative meaning implies rhematicity<sup>45</sup> and it should be marked lexically as well (*v žádných činnostech*). We have mentioned before that nouns with a genitive attribute are frequent both in English and Czech formal legal style, on the other hand the nominal character of English should not be “imitated” by Czech when the verbal phrase might contribute to the logic and transparency of meaning (cf. nominal *v činnostech, které by mohly být činnostmi vydavatelství nebo nahrávací společnosti* and verbal *v činnostech, které by mohly být vykonávány/prováděny vydavatelstvím nebo nahrávací společnosti* . The Czech verbal phrase would exclude the plural of *vydavatelství* as well as the singular (*a publisher*) as the focus of information.

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<sup>45</sup> OED supports the suggested analysis by stressing the prominence: *With a preceding negative (any) becomes an emphatic negative, with its unqualified or uncompromising scope brought into prominence; = None at all; none of any kind, quantity, or number, even the minutest.*

Cf. OED. 2012. “Oxford English Dictionary” Last modified May 15.

<http://www.oed.com/view/Entry/8973?redirectedFrom=any#eid>

6. *Clause 7(a)(i) provides that collecting societies shall never engage into any activities that might be the activities of a publisher or a record company.*

*Ustanovení 7 a), i) stanoví, že kolektivní správci se nesmí nikdy angažovat v činnostech, které by mohly být činnostmi vydavatelství nebo nahrávací společnosti.*

The thematic-rhematic structure of the next sentence will be described after a few initial “lexical” remarks.

*According to the assessment of the Commission, this clause has the object and may have the effect of crystallising current market structures and preventing any future potential competition from collecting societies towards music publishers and/or record companies.*

*Podle posouzení Komise má toto ustanovení účel a může mít vliv na krystalizaci struktury současného trhu a na ochraně hudebních vydavatelství a/nebo nahrávacích společností před jakoukoli budoucí potenciální hospodářskou soutěží ze strany kolektivních správců.*

The Czech official translation of may have the effect of crystallising current market structures weakens the causative meaning of the SL statement, cf. *může mít vliv na krystalizaci struktury současného trhu* instead of the equivalent *může způsobit krystalizaci ...* The noun complement *na ochraně* (cf. *může mít vliv na krystalizaci struktury současného trhu a na ochraně hudebních*) should be accusative (*na ochranu*) instead of dative (*na ochraně*). The rhematic object *any future potential competition* has a higher degree of CD than the contextually bound *music publishers and/or record companies* and as in a number of cases above, the English nominal phrase could have a typologically more relevant Czech verbal equivalent, cf. *zabránit tomu, aby kolektivní správci v budoucnu hudebním vydavatelstvím a/nebo nahrávacím společnostem případně konkurovali*.

The definite articles in the following sentence of the analysed legal text signify the contextually bound sentence members with low CD degree, the rhematic verb should have the prominent place in the Czech equivalent. (Cf. *Strany Cannes Extension Agreement s předběžným posouzením Komise nesouhlasí.*) The word order of the official translation copies the word order of SL. Cf. *Strany Cannes Extension Agreement nesouhlasí s předběžným posouzením Komise.*

The next sentence:

*With regard to clause 9(a) the parties to the Cannes Extension Agreement have offered a commitment to reformulate the wording of the clause.*

has the lowest degree of communicative dynamism in the contextually bound subject *the parties*. The highest degree has the object *a commitment* which is complemented by the infinitive phrase *to reformulate the wording of the clause*. Within the infinitive phrase itself the rhematic element is the verb *to reformulate* with the nouns thematicized by the definitive article *the wording of the clause*. The phrase *offer a commitment* could have the Czech verbal equivalent *zavázat se* with the resulting Czech equivalent:

*S ohledem na ustanovení 9 a) se strany Cannes Extension Agreement zavázaly, že znění tohoto ustanovení přeformulují.* Cf. the different CD distribution in the official translation:

*S ohledem na ustanovení 9 a) nabídly strany Cannes Extension Agreement závazek, že přeformulují znění tohoto ustanovení.*

It is a rare opportunity to comment on the perfect tenses in legal functional style. There are only two examples in the analysed text. The present perfect tense may refer to a particular event the results of which are still relevant. The text of the *Notice* is partly based on a narrative frame starting with a past tense, cf. *On 27 February 2003 the record company Universal International Music BV filed a complaint ...*The official Czech translation does not imply that the offer is still valid. Since Czech does not have the fully developed category of perfect tenses it compensates for it mostly lexically, another equivalent is the present tense *se zavazují*.

Assigning rhematic function to the following sentence members might be more difficult, the conditional clause with *if* presents the necessary condition, thus having high degree of CD, and the demonstrative pronoun in *that society* is a part of the rheme → theme sequence *a collecting society* → *that society*. Cf.

The new wording of clause 9(a) will provide that a collecting society may grant a rebate to a record company, if so decided by the competent body of that society.

On the other hand there is the obvious rhematic element a rebate. Even if the final position of the conditional clause in the Czech equivalent is accepted, cf. the official equivalent:

*Nové znění ustanovení 9 a) bude stanovovat, že kolektivní správce může poskytnout úlevu nahrávací společnosti, pokud tak rozhodne jeho příslušný orgán.* The equivalent of the rhematic a rebate must be respected:

*Nové znění ustanovení 9 a) bude stanovovat, že kolektivní správce může nahrávací společnosti poskytnout úlevu ...*

The next sentence:

*It also provides that, with the exception of four cases specifically mentioned in the clause, all rebates or other discounts to record companies shall be included in the Rate, as defined in the Agreement, and shall not reduce the income of the Members of the collecting societies.*

has the thematic demonstrative pronoun *it*, the passive *mentioned* does not have an explicit agent and so it has by definition rhematic function, *four cases* are contextually bound, therefore they have low CD. Our analysis suggests the following word order of the Czech equivalent:

*Také stanoví, že s výjimkou čtyř případů, které ustanovení výslovně zmiňuje/které se v ustanovení výslovně zmiňují<sup>46</sup> ...*

The clause starting ... *all rebates* would have the thematic, contextually bound, object rebates or other discounts, the predicate included is rhematic (see the explanation above), in the Rate is the rheme. The word order of the official Czech translation follows the distribution of the communicative dynamism in SL.

*... budou všechny úlevy nebo jiné slevy nahrávacím společnostem zahrnuty v honoráři.*

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<sup>46</sup> The finite reflexive verb may be better in the Czech equivalent because reflexive is a frequent equivalent of English passive and verbal phrase is typologically more relevant.

It might be useful to analyze further the equivalents with the identical word order, both in SL and TL to find out if there are specific semantic-syntactic patterns which make this possible.

The following sentence closes this paragraph:

*9. With regard to clause 7(a)(i) the parties to the Cannes Extension Agreement have agreed to delete the clause and not to enter in a clause with similar effect for the future.*

There is a deviation from the frequent position of the finite verb in the Czech equivalent which follows the number of the clause 7(a)(i). We suppose that the translation assigns a higher CD to the present perfect *have agreed*<sup>47</sup>. The frequency of perfect tense is low in the legal style, therefore its occurrence should be analyzed. The verb phrase *have agreed* stresses the result which should have an explicit, probably lexical form in the Czech equivalent. The rhematic verb *delete* is transitive and it may have a higher degree of CD than the contextually bound *the clause* with a thematic article. Nevertheless, the same analysis should apply to the coordinated clause *and not to enter ...* and assign the highest degree of CD to the verb, especially when it is negated and negation is a strong rhematizing element. Cf. ... *a že ani v budoucnu ustanovení s podobným účinkem nepřijmou*. In the Czech official translation equivalent the communicative dynamism is distributed differently in the same context.

*9. S ohledem na ustanovení 7 a), i) strany Cannes Extension Agreement souhlasily, že dotyčné ustanovení zruší, a že ani v budoucnu nepřijmou ustanovení s podobným účinkem.*

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<sup>47</sup> However, a comparison with the other example of the present perfect tense in the text, cf.

*With regard to clause 9(a) the parties to the Cannes Extension Agreement have offered a commitment to reformulate the wording of the clause* shows the official translation has not been consistent, cf. 8. *S ohledem na ustanovení 9 a) nabídly strany Cannes Extension Agreement závazek, že přeformulují znění tohoto ustanovení.*

It is interesting to note the Czech intensifier *ani* (*for the future*), either the translation distinguishes the marked *for the future* from unmarked *in the future*, or it compensates for the present perfect resultative function of *have agreed* (*pro tento případ ..., a ani v budoucnu*).

In the sentence

*In accordance with Article 27(4) of Regulation (EC) No 1/2003, the Commission invites interested third parties to submit their observations on the proposed commitments.*

there is the thematic subject *the Commission*, the definite article thematicizes *the proposed commitments* as well. The rheme of the main clause is *third parties* and the rheme of the purpose clause *their observations*. This rheme is weakened by the thematic possessive pronoun *their*. There are two translation possibilities, a verbo-nominal or a verbal one. The latter makes the thematic possessive pronoun *their* insignificant:

*Podle čl. 27 odst. 4 nařízení č. 1/2003 vyzývá Komise zúčastněné třetí strany, aby k navrhovaným závazkům předložily svá vyjádření/aby se k navrhovaným závazkům vyjádřily.*

The official translation rhematicizes the contextually bound adverbial *on the proposed commitments*. Cf.

*Podle čl. 27 odst. 4 nařízení č. 1/2003 vyzývá Komise zúčastněné třetí strany, aby předložily svá vyjádření k navrhovaným závazkům.*

The closing sentence of the paragraph

*Interested third parties are also asked to submit a non-confidential version of their comments, in which commercial secrets and other confidential passages are deleted and are replaced as required by a non-confidential summary or by the words "[commercial secrets]" or "[confidential]"*.

is in passive, its implicit agent has a thematic active object *Interested third parties*...with a rhematic verb *asked*. The official Czech equivalent is interesting as it uses a rare Czech reflexive verb *se vyzývají* as the equivalent of passive in SL, the content clause *to submit a ...* has the rhematic object with genitival attribute introduced by the thematic possessive pronoun *a non-confidential version of their comments*. The Czech official translation has the rhematic relative clause *..., která neobsahuje důvěrné informace (a non-confidential version)* instead. The rest of the sentence copies the word



order of SL, the rhematic verbs are distributed accordingly as well as their obligatory object *replaced ... by a non-confidential summary or by the words ...* Cf. *vymazány a nahrazeny, tak jak je požadováno, shrnutím nedůvěrné povahy nebo slovy "[obchodní tajemství]" či "[důvěrné]"*.

Our brief analysis of the word order in Legal English and its Czech equivalents in this specific document seems to point out a number of inconsistencies. This is actually a problem of the aim of the Czech translations, if the main object of this translation is information and clarity then our remarks are not of consequence, although there are a few cases above which may have been ambiguous due to the distribution of communicative dynamism. However, when the logic of the reasoning based on theme-rheme sequence is demanded, FSP analysis is relevant. If the functional style is one of the important features of the translation then our analysis could be beneficial. A linguist aspiring at the translation of English legal text should be aware of the communicative dynamism signals in the English sentence and observe them in their translations, we believe that this linguistic habit will result both in a better equivalents and better understanding of the meaning of the text.

## **8. The position of adverbials in Legal English compared to Czech Equivalents**

Adverbials of time and place which do not depend on the semantic structure of the verb have a low degree of communicative dynamism and they usually just provide the local or temporal framework for the event. However, if the adverbials complement the semantic structure of the verb their degree of communicative dynamism is high. In the following examples from EurLex<sup>48</sup> we shall examine the functions of the adverbials in TL and their Czech official equivalents.

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<sup>48</sup> Memorandum of Understanding between the European Ombudsman and the European Investment Bank concerning information on the Bank's policies, standards and procedures and the handling of complaints, including complaints from non-citizens and non-residents of the European Union.

Europa. 2012. "Eur-lex." Last modified May 15. <http://eur-lex.europa.eu/Notice.do?mode=dbl&lang=en&ihmlang=en&lng1=en.cs&lng2=bg.cs.da.de.el.en.es.et.fi.fr.hu.it.lt.lv.mt.nl.pl.pt.ro.sk.sl.sv.&val=479937:cs&page=>

*The European Ombudsman (the "EO") and the European Investment Bank (the "EIB") are part of, and **function within, the institutional framework of the European Union.***

*Evropský veřejný ochránce práv (dále jen "EVOP") a Evropská investiční banka (dále jen "EIB") jsou součástí institucionálního rámce Evropské unie a v tomto rámci působí.*

There are two prepositions complementing the copula *part of* and *function within* both completing the semantic structure of the verb+preposition and by definition with a high degree of communicative dynamism. Both prepositions link their respective verbs to the adverbial of place *the institutional framework of the European Union*. The official translation assigns the highest degree of communicative dynamism to the verb *function*. It is obvious that the co-ordinated verbs *are* and *function* have the same degree of communicative dynamism (*jsou součástí a působí v institucionálním rámci Evropské unie*). The Czech equivalent may try to be more explicit, which is one of the important features of legal style, while changing the SL distribution of CD.

The next example with adverbial of place

*The EIB has its own legal personality and enjoys financial autonomy within the EU system.*

The communicative dynamism of the adverbials of place *within the EU system* which does not depend on the semantic structure of the verb is relatively low, the adverbial sets up a thematic scene for the sentence. It is evident from the SL example that the adjunct *within the EU system* influences the meaning of the whole sentence. The word order of the official translation places the adverbial *v rámci systému EU* before a second part of the complement only, cf. *EIB má právní subjektivitu a je v rámci systému EU finančně samostatná..* Because of the strongly contextually bound *EU system* we suggest an equivalent with the adverbial in the initial position.

*V rámci systému EU má EIB právní subjektivitu a je finančně samostatná.*

The next sentence

*Outside the EU, EIB lending ("external lending") is based on EU external cooperation and development policies.*

has the adverbial *Outside the EU ...* in the initial position in SL.

In a context-free sentence the locative *Outside the EU...* would provide a frame, a scene with a low degree of communicative dynamism. However, this adverbial is contextually dependent on the first sentence of the paragraph (*The EIB is the financing institution of the European Union*). By suggesting a contrast (*in* x *outside*) the adverbial of place has rhematic function which can however be in the initial position of the Czech equivalent.

*Mimo EU vychází poskytování úvěrů EIB ("poskytování úvěrů třetím zemím") z politiky vnější spolupráce a rozvojové politiky EU.*

The adverbial which is not embedded in the semantic structure of the sentence and whose deletion would not change the core information will not have a major influence on word order, this is not the case of the adverbial in the sentence below *in one of the EU Member States*. Cf.

*The common objective of the EO and the EIB is ... to extend such protection to physical and legal persons .... who do not have a registered office in one of the EU Member States.*

When we substitute *who do not have a registered office* by e.g. a verbal phrase *do business* the semantic and syntactic incompleteness is evident. The rhematic function is reflected in the word order of the Czech official equivalent:

*Společným cílem EVOP a EIB je ochranu na fyzické osoby, které nemají statutární sídlo v členském státě EU.*

The next sentence

*The present Memorandum provides a basis for constructive co-operation in pursuit of this objective.*

has the distribution of thematic and rhematic elements marked clearly by the articles *a basis, this objective*. The objective semantic relationship with the genitive attribute *to pursue this objective* supports the theory of low CD signaled by the definite article, if the transfer function of the verb *to pursue* is considered as well, the circumstantial adverbial should have a low prominence in the Czech word order. Cf.

*Při plnění tohoto cíle poskytne Memorandum základ pro konstruktivní spolupráci.*

*The present Memorandum provides a basis for constructive co-operation in pursuit of this objective.*

The official translation *Toto memorandum poskytuje základ pro konstruktivní spolupráci při plnění tohoto cíle.* has a completely different distribution of CD in spite of the thematic demonstrative pronoun.

The next sentence opens with adverbial of time

*Before turning to the EO, complainants should have recourse to an effective internal EIB complaints procedure.*

which is not contrastive but it thematically develops one of the opening sentences of the paragraph.<sup>49</sup> ( Cf. *Any citizen of the European Union ...is entitled to complain to the EO.*)

The communicative dynamism of the adverbial is recognized by the Czech equivalent. This chapter is primarily focused on adverbials. However, we would like to comment briefly on the rheme *an effective internal EIB complaints procedure*. We have noticed that apart from the rhematising function the indefinite article may have the lexical meaning *one*. The *EIB complaints procedure* is either contextually bound or there must be more than one, which is after all suggested by the Czech official translation.

*Než se stěžovatelé obrátí na EVOP, měli by využít účinných vnitřních postupů EIB pro podávání stížností.*

We suggest the translation *využít jednoho z účinných vnitřních postupů EIB pro podávání stížností.*

There is another possibility of the distribution of the communicative dynamism in the sentence above when the lowest degree of communicative dynamism is given to *complainants*. It could be lower than that of *Before turning to the EO...* because *is not embedded to the semantic structure of the verb should have recourse*. The adverbial could then have a more prominent word order position, e.g. *Stěžovatelé by měli, předtím*

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<sup>49</sup> The complete sentence is *Any citizen of the European Union, and any natural or legal person residing or having its registered office in a Member State is entitled to complain to the EO.*

*než se obrátí na EVOP, ...* The decision which version to choose depends on the decision whether the adverbial *Before turning to the EO...* is more bound by the context than *complainants*. The content of the *Memorandum* suggest the latter as it has *complaints* as one of its main themes.

The next sentence opens with an adverbial of place

*On the basis of the above points and the experience gained through their good co-operation so far, the EO and EIB declare the following: ...*

which is strongly thematic with three definite articles and the anaphoric reference to the context (*above*). The passive voice implies a thematic active object (*good co-operation gained the points and experience*). The word order of the Czech passive equivalent follows the CD distribution of SL, although the cataphoric reference (*jejich*) may deviate from the logic of the text. Cf. the official translation:

*Na základě výše uvedených bodů a zkušeností získaných díky jejich dobré spolupráci EVOP a EIB prohlašují:*

In the next sentence

*With a view to improving the information available to the public in relation to the relevant standards and policies applying to the EIB's activities, Annex I of the Complaints Mechanism Policy provides a list of relevant documents which are also accessible through the EIB's website;*

the adverbial of cause (*with a view ...*) is rhematic. There is a reference to the adverbial in the main clause (*which are also accessible...*). The adverbial of manner (*... through the EIB's website*) is in this context rhematic as well completing the semantic pattern of the verbal phrase. We need to analyse the distribution of CD within the complex adverbial clause as well, cf. *with a view to improving the information available to the public in relation to the relevant standards and policies applying to the EIB's activities*. It includes four definite articles, *the EIB's activities* signals the noun phrase is anaphorically bound, therefore with relatively low degree of CD, *the relevant standards...* is further specified by the condensed relative clause (*applying ...*), the same applies to *the information ..*. The article in *the public* has a pragmatic reference. The

rhetic adverbial *with a view* can, if its character is contrastive, have the initial position in a Czech sentence.

*Pro zlepšení veřejně přístupných informací o aktivitách EIB, které souvisejí s jeho příslušnými normami a politikami ....*

The suggested Czech equivalent moves *o aktivitách EIB* to a less prominent position in the sentence suggesting the term is contextually bound. There is the re-occurring translation issue of the condensing participle (*souvisejících*), it is more frequent in formal functional styles, however a relative clause with a finite verb contributes to a better transparency of the meaning.

There is a simple adverbial of time *in early 2009* in the next sentence with a grammatically determined word order in SL:

*it is committed to launching a public consultation on its Complaints Mechanism Policy in early 2009*

In the semantic pattern of the rhematic transitive verb *to launch*, the obligatory complementation is the object *a public consultation, on its Complaint Mechanism Policy* is contextually bound sentence element. The suggested equivalent according to the analysis above could be:

*... počátkem roku 2009 je odhodlána o své politice stanovující mechanismus stížností zahájit veřejné konzultace.* Cf. the official equivalent:

*... je odhodlána počátkem roku 2009 zahájit veřejné konzultace o své politice stanovující mechanismus stížností.*

The next sentence of the Memorandum of Understanding:

*The EO declares that: whenever the only reason not to inquire into a complaint alleging maladministration by the EIB is that the complainant is not a citizen or resident of the EU, the EO is committed to using the own-initiative power to open an inquiry into the matter*

The causal adverbial *whenever ... of the EU*, is the necessary condition for the main clause and it has high degree of communicative dynamism, but it is necessary to describe the CD distribution within its structure as well. *A complaint* is rhematicized by

the indefinite article, the indefinite article *a citizen or resident* is classificatory only. *Maladministration by the EIB* and *the complainant* are contextually bound and they have a low degree of CD. *The only reason* has high degree of CD due to its intensifying function. The Czech translation is suggested:

*je-li pro neprošetření stížnosti týkající se údajného nesprávného úředního postupu EIB jediným důvodem to, že stěžovatel není občanem nebo rezidentem EU ( EVOP je odhodlán využít svého práva zahájit vyšetřování této záležitosti z vlastní iniciativy);<sup>50</sup>*

This equivalent is supported by the thematic structure of the *Memorandum* with the maladministration of EIB as one of the main topics.

In the following sentence the distribution of CD in the adverbial of respect in SL is in agreement with the word order of the Czech equivalent:

*the EO does not consider it appropriate to substitute his judgement for that of the EIB as regards substantive environmental, social and developmental questions that may arise during an inquiry into possible maladministration.*

*EVOP nepovažuje za vhodné nahrazovat posouzení EIB svým posouzením, pokud jde o podstatné environmentální, sociální a rozvojové otázky, jež mohou vyvstat během prošetřování možného nesprávného úředního postupu.*

An example of inventive approach taking into account the FSP is the translation of the the adverbial of manner in the following sentence of the *Memorandum*. Cf.

*The EO considers that the record of how the EIB has dealt with the matters raised in the complaint through its own internal mechanisms and procedures is the appropriate starting point for his own review.*

The rhematic adverbial of manner *how the EIB has dealt with the matters raised in the complaint through its own internal mechanisms and procedures* has higher

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<sup>50</sup> The official translation: *je-li jediným důvodem pro neprošetření stížnosti týkající se údajného nesprávného úředního postupu EIB skutečnost, že stěžovatel není občanem nebo rezidentem EU, EVOP je odhodlán využít svého práva zahájit vyšetřování této záležitosti z vlastní iniciativy;*

degree of CD then the complement *the appropriate starting point for his own review* with the low CD possessive pronoun *his* determining *own review*. The official translation appropriately applies subject (with rhematic adverbial) x thematic complement inversion, cf.

*EVOP se domnívá, že vhodným východiskem pro jeho vlastní přezkum je záznam o způsobu...*

The next sentence

*The present Memorandum of Understanding is not intended to establish legal rights or obligations, either in the relationship between the EO and the EIB or vis-à-vis third parties.*

has a rhematic negation of the complement and very well contextually bound subject (*The present Memorandum of Understanding*) with a transparent distribution of CD. The official translation has the word order appropriate to the CD but does not reflect the general negation relevant for the whole sentence, cf.

*Účelem tohoto memoranda o porozumění není stanovit zákonná práva nebo povinnosti buď ve vztahu mezi EVOP a EIB nebo vůči třetím osobám, instead of ani ve vztahu mezi EVOP a EIB, ani vůči třetím osobám*

The next sentence includes a complex adverbial of manner, cf.

*No provision of this Memorandum of Understanding shall be construed so as to interfere in any way with the decision-making autonomy of the two parties with regard to their respective areas of activity, or to run counter to, or modify, either party's legal obligations.*

The negated subject is in this case thematic with the anaphoric demonstrative pronoun *this*, the adverbial of manner *as to interfere ...two parties*<sup>51</sup> is rhematic.

The adverbial of respect <sup>52</sup>*with regard to their respective areas of activity, or to run counter to, or modify, either party's legal obligations* is rhematic. The official

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<sup>51</sup> We are aware of the necessary extensive repetition of the sentence of the SL Memorandum and we try to delete those parts of the text which are not essential for the analysis itself.



translation changes the nominal adverbial into a verbal one. The passive construction, having no explicit agent, is strongly rhematic. The official translation to a certain degree respects the thematicity of the predicate. Cf.

*Žádné ustanovení tohoto memoranda o porozumění nikterak nezasahuje do rozhodovací samostatnosti obou stran, pokud jde o jejich příslušné oblasti činnosti, není v rozporu a ani nemění zákonné povinnosti kterékoli ze stran.*

However, because of the high degree of communicative dynamism the predicate can be moved to a more prominent position. Cf.

*Žádné ustanovení tohoto memoranda o porozumění do rozhodovací samostatnosti obou stran, pokud jde o jejich příslušné oblasti činnosti, nikterak nezasahuje, není v rozporu a ani nemění zákonné povinnosti kterékoli ze stran.* The official translation assigns the adverbial a lower degree of communicative dynamism, the possible reasons may be a more explicit Czech translation which has avoided the issue. The position of the adverbial (*pokud jde o jejich příslušné oblasti činnosti*) between the co-ordinated verbal phrases (*nezasahuje* and *není v rozporu*) may seem more logical from the point of view of the first clause, but eventually it is not very clear which of the verbal phrases it modifies.

In the last analysed sentence of the *Memorandum*

*The EIB and the EO will endeavour to meet regularly, in principle at least once a year, in order to exchange views on the practical implementation of the provisions of the present Memorandum of Understanding and to discuss possible improvements.*

the temporal adverbials (*regularly, in principle at least once a year*) are rhematic, *the rhematic function has high degree of communicative dynamism because of*

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<sup>52</sup> V odborném a publicistickém stylu se určení zřetele hojně vyjadřuje sekundárními předložkami a vazbami přecházejícími v sekundární přelodžky jako *with regard to, in regard to (of), with respect to, in respect of, in view of* vzhledem k, s ohledem na, se zřetelem k ...

Emsa. 2012. "Elektronická mluvnice současné angličtiny, Libuše Dušková a kol." Last modified May 15. <http://emsa.ff.cuni.cz/13.41.23>

*the repetition as well. The official translation assigns higher degree of CD to the verb (scházet se), cf.*

*EIB a EVOP se budou snažit se pravidelně scházet, v zásadě alespoň jednou ročně...* In the Czech sentence *pravidelně se scházíme* the initial position of the temporal adverbial may suggest that the final position in the sentence is open for a potential adverbial of place, on the other hand if *pravidelně se scházet* is considered as a specific type of *scházet se* (e.g. *nepravidelně se scházet znamená, že...* ). We could accept this equivalent if not for *in principle at least once a year*, which may not only develop the adverbial *regularly*, but it may be considered a component of the complex adverbial the elements of which should not be separated.

Adverbials in Legal English are a complex problem for a Czech translator. Because of their relatively free sentence position their communicative dynamism is not immediately transparent. It is useful to consider their relationship to the verb and their contextual links. There are some indicators of their communicative dynamism in SL as well.

## **9. Prepositional Phrases in Legal English compared to their Czech Equivalents**

In this chapter of our thesis, we are going to comment on the comparison of the relations between the attribute and the head of the prepositional phrase found in the Czech and English sentences. The prepositional attribute transforms a subject or object of an “underlying” sentence. In particular, we are going to focus on deverbative substantive phrases linked by the preposition *of*, as it is probably the most frequent form of attributive relation in English expressing a “broad reference”<sup>53</sup>. It is of interest to make a short comparative analysis contrasting them to their Czech official translation for several reasons:

- English prepositional attributes are frequent in the functional style of legal English.

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<sup>53</sup> An attempt at translating the relationship of *broad reference*.

- We expect a higher frequency of Czech equivalents (sb + sb), but at the same time we would like to analyse to what degree the Czech official translation respects the semantic relations between the components characterized by the “broad reference”.

The framework for our brief analysis will be among others provided by the comparative description of prepositional attributes by Dušková.<sup>54</sup>

We have decided to pay special attention to the preposition *of* because it is the most frequent preposition used for linking attributive phrases when translating them from English to Czech. Besides the texts we have used in other chapters, we have selected the bilingual document *Memorandum of Understanding* taken from Eur-lex<sup>55</sup> rich in phrases with this prepositional construction. The construction of such a phrase is: deverbial noun + *of* + noun (further as the abbreviation *dvb sb. + of + sb.*) We can divide these types of attributive relations according to the syntactic relation of its components into subject and object relations.<sup>56</sup> An example of a subject relation would be the one where the noun positioned after the preposition *of* functions as a subject of the sentence, whereas in object relation as an object of the attributive clause, Cf.

*Resolution of the District Court* – an example of a subject relation, which is actually a transformation of the phrase *the District Court resolves*. In this case the phrase will be translated into Czech by the prepositional attribute *Rozhodnutí Krajského soudu* because the phrase has to contain the adjective *District* narrowing the meaning of the phrase. If we were to translate into Czech a more general collocation *Court Resolution/court resolution* we could use either a prepositional attribute or an adjective one: *rozhodnutí soudu/soudní rozhodnutí*.

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<sup>54</sup> Emsa. 2012. “Elektronická mluvnice současné angličtiny, Libuše Dušková a kol.” Last modified May 15. <http://emsa.ff.cuni.cz/13.52>

<sup>55</sup> Europa. 2012. “Eur-lex.” Last modified May 15. <http://eur-lex.europa.eu/Notice.do?mode=dbl&lang=en&ihmlang=en&lgl=en.cs&lgl2=bg.cs.da.de.el.en.es.et.fi.fr.hu.it.lt.lv.mt.nl.pl.pt.ro.sk.sl.sv.&val=479937:cs&page=>

We consider Eur-lex one of the most reliable sources of texts, as all the translations are implemented by highly professional translators, it is standardized and undergoes strict quality check.

<sup>56</sup> Emsa. 2012. “Elektronická mluvnice současné angličtiny, Libuše Dušková a kol.” Last modified May 15. <http://emsa.ff.cuni.cz/13.52.42>

We have intentionally projected the issue of capitalization into our example as it is worth commenting that unlike in Czech, in English the capitalization indicates that the reader knows the specific court which issued the resolution, while the second phrase bears only the meaning of a general court resolution. The Czech legal language has much weaker tendency for capitalization and therefore it uses the prepositional attribute, which is more specific and may be enhanced by another adjectival phrase. Therefore in Czech the more specific phrase requires postposition.

An object relation can be observed in the phrase *Documents of Title* which is the result of the transformation of the object of the predicate of the phrase *List vlastnicví*, which is a transformation of the underlying sentence *...the documents entitles (ownership)*.

We have mentioned the two types of the relationship in the phrases containing a deverbal noun and we shall also comment on the meaning of the attribute with the preposition *of* consisting of two or more primary nouns. Dušková divides them to five groups according to the semantic type of the prepositional attribute<sup>57</sup>. The most common type is the possessive semantic type of the prepositional attribute (a), which encompasses not only possessive relations but also the relations of broad reference (*instances of maladministration*)<sup>58</sup>. The second type is the one expressing qualifying properties as a result of nominalization of the relation expressed by the verb *to have* (b). The third type is the attribute expressing quantitative relation (c), then descriptive semantic type (d) and the material semantic type expressed with the help of the construction containing the preposition *of*. The following examples containing the construction *sb + of + sb* has been translated to Czech as genitival attributes. Cf. the following example:

*The EO has power to conduct inquiries concerning **instances of maladministration** in...*

*EVOP má pravomoc vést šetření týkající se případů **nesprávného úředního postupu**...*

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<sup>57</sup> Emsa. 2012. "Elektronická mluvnice současné angličtiny, Libuše Dušková a kol." Last modified May 15. <http://emsa.ff.cuni.cz/13.52.42>

<sup>58</sup> Examples at Europa. 2012. "Eur-lex." Last modified May 15. <http://eur-lex.europa.eu/cs/index.htm>

This translation above also supports our presupposition that the Czech legal language has a strong tendency for nominalization because in a non-specific translation Czech would probably prefer a verbal phrase ...*kdy úřady postupovaly nesprávně*.

The most frequent semantic relationships of the English construction *sb + of + sb* is possessiveness which may be defined rather broadly<sup>59</sup>. The possible Czech equivalents may have the structure with non-congruent (genitival) attribute and *adj + sb*.

In the following example there are two prepositional attributes with *of*:

*Background and objectives of the present Memorandum of Understanding*

The first prepositional phrase *Background and objectives of the present Memorandum* belongs to the most frequent (possessive) group (*Memorandum has background and ...*) which is officially translated by non-congruent attribute *Souvislosti a cíle tohoto memoranda o porozumění*. The Czech equivalent with non-congruent attribute seems to be an obvious translation solution but we want to find out to what degree a linguist with little knowledge of legal style may rely on this type of equivalent. The prepositional phrase *Memorandum of Understanding* has a deverbal head (*vb understand + ing*), it seems difficult to construct an underlying sentence probably because the meaning of *understanding* has shifted to „*a mutual arrangement or agreement of an informal but more or less explicit nature*“.<sup>60</sup> The semantic relationship between its components must be based on the classification on *sb+of+sb* phrases, the type expressing qualifying properties and defining *Memorandum of understanding* as an established type of *memoranda*.

There is a similar issue in the prepositional phrase *framework of the European Union*,

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<sup>59</sup> Cf. Emsa. 2012. “Elektronická mluvnice současné angličtiny, Libuše Dušková a kol.” Last modified May 15. <http://emsa.ff.cuni.cz/13.52.43>

<sup>60</sup> OED. 2012. “Oxford English Dictionary” Last modified May 15. <http://www.oed.com/view/Entry/212090?rkey=idkpb5&result=1&isAdvanced=false#eid>

which could be interpreted as sb+sb, but when we look for a semantic relationship the possessive is too vague.<sup>61</sup> In this case we suggest the object classification of *dvb sb + sb* (*we frame the European Union*), the Czech official equivalent *institucionální rámec Evropské unie* where the deverbality is not explicitly expressed. The possessive semantic pattern is evident in the next two sentences as well *The EIB is the financing institution of the European Union* and *The capital of the EIB is subscribed by the Member States of the EU*.

The sentence *The EIB raises substantial volumes of funds and Instances of maladministration in the activities of the Community institutions or bodies...* has the semantic pattern of quantity, including partitives, the Czech official translations with non-congruent attributes differ in number, cf. (*objem finančních prostředků* and *případů nesprávného úředního postupu orgánů*). The lexical reason for the prepositional phrases with quantitative meaning is the possibility to quantify uncountable nouns. The Czech official translation neutralizes this possibility although the plural *objemy* is acceptable, especially in formal functional styles.<sup>62</sup>

The next two examples (*with the exception of the Court of Justice and Court of First Instance...*) have the qualifying semantic pattern with the Czech official equivalents (*s výjimkou Soudního dvora a Soudu prvního stupně ...*).

Very preliminarily, the examples above confirm the high frequency of the possessive semantic pattern, the official translation is mostly the non-congruent attribute or adj modifier + sb. Theoretically the Czech equivalents should express the semantic relations between the components of the prepositional phrase more explicitly than SL considering the meaning of “broad reference”. Further on we shall focus on the

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<sup>61</sup> The context is The European Ombudsman (the "EO") and the European Investment Bank (the "EIB") are part of, and function within, the institutional framework of the European Union.

<sup>62</sup> An ad hoc database from Google finds the plural *objemy* in formal, mostly financial contexts. There is an example of the plural form from 1978 in *Kartotéka lexikálního archivu* (1911–1991).

Příruční slovník jazyka českého. 2012. “Kartotéka lexikálního archivu.” Last modified May 15. <http://bara.ujc.cas.cz/psjc/search.php>

examples which may be more beneficial for a Czech translator because of their greater explicitness in TL.

Next example *Points of principle* has the qualifying semantic pattern (*principle has points*), the Czech equivalent *Zásadní body* implies the permanent feature, a type. There is a less frequent synonymous phrase *principle points* in English<sup>63</sup>, the distribution of both phrases seems to be determined by the functional style, with *principle points* used in professional (technical) English texts, but cf. the example *principles of good administration*.<sup>64</sup>

The following example

*The concept of "maladministration" applied by the EO includes ...*

is more difficult to analyze. Because there is a possibility to use the explicit *have*, the qualifying pattern is suggested, the Czech juxtaposed nouns *Pojem "nesprávný úřední postup"* is rare and determined by the specific meaning of *pojem*. Cf.

Pojem "nesprávný úřední postup" uplatňovaný EVOP zahrnuje nedodržování lidských práv, použitelného práva nebo zásad řádné správy.

The next example is interesting for a translator as the official Czech equivalent of

*... providing members of the public with an institutional procedure,...*

is the univerbisation, cf. *jejímž cílem je poskytnout veřejnosti institucionální vnitřní postup ...*

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<sup>63</sup> An ad hoc database in Google books shows a ratio of 1:10. Google. 2012. "Google books." Last modified May 15.

[http://www.google.cz/search?q=%22principle+points%22&btnG=Hledat+knihy&tbm=bks&tbo=1&hl=cs#hl=cs&tbo=1&tbm=bks&scient=psy-ab&q=%22points+of+principle%22&oq=%22points+of+principle%22&aq=f&aqi=&aql=&gs\\_l=serp.3...19836.28859.0.30402.23.23.0.0.1.181.3070.0j23.23.0...0.0.rBrAI25beA&pbx=1&bav=on.2.or\\_r\\_gc.r\\_p\\_w.r\\_qf\\_cf.osb&fp=e0994db09f5c5bde&biw=1291&bih=636](http://www.google.cz/search?q=%22principle+points%22&btnG=Hledat+knihy&tbm=bks&tbo=1&hl=cs#hl=cs&tbo=1&tbm=bks&scient=psy-ab&q=%22points+of+principle%22&oq=%22points+of+principle%22&aq=f&aqi=&aql=&gs_l=serp.3...19836.28859.0.30402.23.23.0.0.1.181.3070.0j23.23.0...0.0.rBrAI25beA&pbx=1&bav=on.2.or_r_gc.r_p_w.r_qf_cf.osb&fp=e0994db09f5c5bde&biw=1291&bih=636)

<sup>64</sup> In the context of *The concept of "maladministration" applied by the EO includes failure to comply with human rights, with the applicable law, or with the principles of good administration.*

The English original has the semantic pattern of quantifiers/partitives necessary for the uncountable sb *public*. The Czech translation may have wanted to avoid for obvious reason *občané* and there is no immediate Czech partitive for *veřejnost*. However, there is the English *public*, as in *inform the public*. SL stresses the right of an individual while the Czech equivalent is vague. If there is an English equivalent for *veřejnost (the public)* the Czech translation should have considered an explicit equivalent for *members*.

*The Complaints Mechanism Policy includes the EIB's commitment to ensure the adequate engagement of stakeholders as well as internal procedures for that purpose;*

*Politika stanovující mechanismus stížností zahrnuje závazek EIB zajistit přiměřené zapojení zúčastněných stran, jakož i vnitřní postupy pro tento účel;*

We have mentioned above the two types of the relationship in the genitival prepositional phrase containing a deverbal noun and we shall further comment on several more *dvb sb+vb* patterns from the viewpoint of their Czech equivalents.

The prepositional phrase

*... independent in the performance of his duties.*<sup>65</sup>

*EVOP, který je volen Evropským parlamentem a tomuto orgánu podléhá, vykonává své funkce zcela nezávisle.*

The phrase is translated with respect to the verbal tendency of Czech:

*EVOP, který je volen Evropským parlamentem a tomuto orgánu podléhá, vykonává své funkce zcela nezávisle.*

The Czech underlying sentence *vykonávat funkci* explicitly expresses object relation and confirms the syntactico-semantic analysis of the English prepositional phrase.

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<sup>65</sup> The whole context is *The EO, who is elected by and reports to the European Parliament, is required to be completely independent in the performance of his duties.*



But as we have observed that the Czech legal language has a strong nominal tendency and in this context the nominal phrase with non-congruent attribute *výkon funkce* would be acceptable as well. Although it is not the task of this analysis we could point out the simplification of the Czech translation which omitted the passive *is required* (*musí/má být při výkonu své funkce zcela nezávislý*).

The next prepositional phrase with object relation

*... with the exception of the Court of Justice and Court of First Instance ...* is translated by non-congruent genitive attribute>

*... s výjimkou Soudního dvora a Soudu prvního stupně jednajících v rámci své soudní úlohy.*

It is evident that the translation of the English prepositional phrase expressing syntactical relationship is determined not only by the functional style but by the frequency and collocability of potential Czech equivalents, a finite verb would be hardly used instead of the set phrase *... s výjimkou*.

In the prepositional phrase<sup>66</sup> *... builds on the experience of good co-operation between the EIB and the EO...* there is again the object relationship, this time translated by the adjectival attribute *dosavadní* in Czech, cf.

*... vychází z dosavadní dobré spolupráce mezi EIB a EVOP ...*

The Czech equivalent could be more literally translated with the help of the instrumental case with the explicit preposition (*ze zkušeností s dobrou spoluprací*). From the point of view of meaning the invariant of translation has been preserved because *experience* (*zkušenost*) implies relation to the past corresponding with the Czech adjective *dosavadní*.<sup>67</sup>

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<sup>66</sup> The context is The present Memorandum of Understanding builds on the experience of good co-operation between the EIB and the EO in relation to the EO's inquiries into possible maladministration by the EIB.

<sup>67</sup> We may just speculate why the attribute has not been expressed by a different prepositional phrase with the Czech instrumental preposition *s*. Besides the phonetic point of view, the semantic relations among the components of the phrase *ze zkušeností s dobrou spoluprací* are less transparent and therefore would make the text less comprehensible for the reader.

There are two possible underlying sentences in the prepositional phrase<sup>68</sup>

*...who are not citizens or residents of one of the Member States of the EU ...* The Czech official equivalent is

*... na fyzické osoby, které nejsou občany nebo rezidenty členského státu EU, ...*

In addition to the examples above there is a phrase condensing a subordinate clause with an adverbial of place. *Residents of the member state of the EU* can be paraphrased as *those who reside in a member state of the EU*. This example is interesting because of the possibility of the preposition *of* to express other than subject or object relationships. There is also a possibility of *sb + of + sb* analysis which can be classified as a semantic type of qualifying properties suggesting the transformation *the EU member state has residents*. The translator has been rather brief here omitting *of one*, the Czech equivalent, without its meaning narrowed by the context, would be ambiguous suggesting there is only one EU state.

Although the primary task of this chapter is to find out the structure of the Czech equivalents we must make a brief comment on the low degree of the communicative dynamism of the adverbial *in pursuit of this objective*.<sup>69</sup> The Czech equivalent

*Toto memorandum poskytuje základ pro konstruktivní spolupráci při plnění tohoto cíle.*

places the adverbial to the most prominent position while neglecting the rheme *a basis for constructive co-operation*. The literal translation copying the word order SL may be misleading even in a very specific context.

The subject relationship offers the possibility of a clause with a finite verb, cf. the following sentence:<sup>70</sup>

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<sup>68</sup> The context is *The common objective of the EO and the EIB is to "raise the bar" in relation to stakeholders' engagement and protection as regards the EIB's activities and, in particular, to extend such protection to physical and legal persons who are not citizens or residents of one of the Member States of the EU, ...*

<sup>69</sup> The full context *The present Memorandum provides a basis for constructive co-operation in pursuit of this objective.*

*One of the requirements of good administration is that...*

*Řádná správa mj. vyžaduje, aby...*

The official translation includes a non-congruent attribute *Jedním z požadavků řádné správy ...*. We can argue that there is little difference in meaning between *Řádná správa také vyžaduje, aby...* and *Jedním z požadavků řádné správy je ...*. The Czech official translation *Jedním z požadavků řádné správy je, že EIB by měla dodržovat své zavedené politiky, normy a postupy.* is a literal word by word translation. We are aware of the translator's intention to translate the modal verb *should* as *měla*, however *jedním z požadavků je* does not accept the content clause but it suggests purpose<sup>71</sup>. The difference becomes clear with the underlying sentences *žádat, aby...* and *\*žádat, že ...*. Our suggested equivalent *Řádná správa mj. vyžaduje, aby...* is not appropriate typologically but it contributes to a greater clarity of the sentence. The Czech transitive verb *vyžadovat* should be complemented by a direct object *dodržování zavedené politiky, norem a postupů*. In this case the agent *EIB* would have to be placed in the main clause, cf. *Řádná správa EIB mj. vyžaduje dodržování zavedené politiky, norem a postupů*.

When the suggested equivalent is compared to the SL *One of the requirements of good administration is that ...* it becomes clear that the analysis of the equivalents of the SL prepositional phrases with *of* should not be limited to the description of the Czech non-congruent attributes or attributes modifying the head nouns.

The next example of the object relationship of a prepositional phrase in SL confirms our presupposition that the underlying sentences not only provide a transparent linguistic method explaining the relationship of the phrase components but at the same time suggest a typologically more acceptable translation equivalent. Cf. the sentence:

*The EO considers that his role is to review whether the EIB has provided a consistent and reasonable explanation of its position in relation to such matters;*

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<sup>70</sup> The full context *One of the requirements of good administration is that the EIB should comply with its established policies, standards and procedures.*

<sup>71</sup> There are 5 310 hits of "*jedním z požadavků je, aby*" and 9 hits of "*jedním z požadavků je, že*" registered on Google.

The Czech official equivalent

*EVOP se domnívá, že jeho úlohou je přezkoumat, zda EIB poskytla konzistentní a přiměřené vysvětlení svého postoje k těmto záležitostem;*

is the word by word translation typical for the analysed Eur-lex document. The object relationship of the prepositional phrase should not be analysed in isolation because there is the verbo-nominal phrase *provide an explanation*. When we simplify the verbo-nominal phrase (*poskytnout vysvětlení – vysvětlit*) we shall be able to shift the elements rhematised by the indefinite article. Since *its position* is thematized by the possessive pronoun the valence of the finite verb *vysvětluje*<sup>72</sup> will help to rearrange the sentence, cf.

*EVOP se domnívá, že jeho úlohou je přezkoumat, zda EIB vysvětluje svůj postoj k těmto záležitostem konzistentně a přiměřeně.*

The advantages of the verbal Czech equivalent are in a greater simplicity and transparency of the Czech equivalent. If we wanted to distribute rhematic elements in the translation equivalent with non-congruent attribute, we would have to create a more complex sentence structure with four clauses, cf.

*EVOP se domnívá, že jeho úlohou je přezkoumat, zda EIB poskytla vysvětlení svého postoje k těmto záležitostem, které bylo konzistentní a přiměřené.* To avoid this the official translation has to “sacrifice” functional sentence perspective.

In the next example which is exceptional in our analysis, the prepositional phrase includes a clause as the second element<sup>73</sup>

*... the EO considers that the record of how the EIB has dealt with the matters ... is the appropriate starting point for his own review.*

functioning as Subject (*EIB records...*)

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<sup>72</sup> Above we discuss in detail the Czech equivalents of the English present perfect tense.

<sup>73</sup> The whole context is *... the EO considers that the record of how the EIB has dealt with the matters raised in the complaint through its own internal mechanisms and procedures is the appropriate starting point for his own review.*

In Czech and English the attribute is expressed by a subordinate clause and adverbial clause of manner: ... *EVOP se domnívá, že vhodným východiskem pro jeho vlastní přezkum je záznam o způsobu, kterým EIB řešila záležitosti uplatněné ve stížnosti v rámci svých vlastních vnitřních mechanismů a postupů.*

The prepositional clause of manner is a useful solution when the translator needs to preserve the tense to express a single event and its result. The alternative *record of EIB's dealing* would not preserve the tense and it would not therefore be possible to express the necessary perfective aspect of *to deal*.

The next prepositional phrase *implementation of the provisions* has the Object relationship

... *to exchange views on the practical implementation of the provisions of the present Memorandum of Understanding ...*

which has the Czech official equivalent

*aby si mohli vyměnit názory na praktické provádění ustanovení tohoto memoranda o porozumění*

The sentence above is another example of the difficulties we face when we analyze English prepositional phrases in isolation. It is evident that the phrases with the possibility of an underlying sentence which specifies the Subject or Object relationships do not translate well as Czech non-congruent attributes. Those equivalents tend to lower the degree of semantic transparency of the equivalents. Such an equivalent is mostly acceptable if it is a set phrase or a frequent noun phrase in Czech.

Next we must consider the context of the whole sentence in SL.

*The EIB and the EO will endeavour to meet regularly, in principle at least once a year, in order to exchange views on the practical implementation of the provisions of the present Memorandum of Understanding and to discuss possible improvements*

The clause of purpose with the prepositional phrase *implementation of the provisions* co-ordinates two predicates, *to exchange views* and *to discuss possible improvements*. If we want to translate the noun phrase *practical implementation of the*

*provisions* with a Czech finite verb another clause has to be considered (*názory na to, jak prakticky naplňují ustanovení*).

We suggest the equivalent *kvůli výměně názorů na to, jak prakticky naplňují ustanovení ... a diskuzi o možných zlepšeních*. The Czech official equivalent

*... aby si mohli vyměnit názory na praktické provádění ustanovení tohoto memoranda o porozumění a aby mohli projednat případná zlepšení*.

complicates the syntactical structure with the conditional, thus blocking to a certain extent the possibility of another clause (*jak prakticky naplňují*). Not only the sequence of non-verbal nouns *provádění ustanovení* does not respect the typology of the Czech language but such *dvb sb + dvb sb (Object)* phrases are not transparent and exclude the possibility of expressing the verbal aspect.

The English prepositional genitival phrases are more frequent than the Czech non-congruent attributes which should make a Czech translator aware of the typological difference. It seems that the major translation issue is the prepositional phrases with subject and object relationships which should be verbalized in Czech. The verbal equivalents both offer a higher flexibility of the equivalent Czech sentence providing a more transparent sentential meaning and they are more true to the typological character of the Czech language.

## **10. Conclusion**

When writing the *Conclusion* of our thesis *A Linguist as a Translator of Legal English* it has become apparent that our initial intentions have been modified by the analysed material which has developed into a discussion about several translations issues between Czech and English although our intention had been to introduce a more theoretical framework which we suggested in the *Introduction*. The analysed material has not been only our own translations of specific types of legal documents but some bilingual legal texts available on Eur-lex as well. Apart from these primary sources we

have made use of those theoretical comparative grammars of English and Czech which a Czech linguist would have studied.<sup>74</sup>

Some of our analyses have been minor one like the short chapter on *Personal pronouns and the Power of Attorney* touching on the structure of Pronouns in Power of Attorney documents. The chapter on *Learning Legal English* might have been one for the Appendices but we felt that it was important to show a linguist how beneficial a legal English course could be.

*Notes on Lexical Units and Word Order in the Lease Agreement* to a certain degree anticipated most of the following analysis. When we say that “our initial intentions have been modified by the analysed material” we mean that at this stage several specific translation problems started to emerge which have become the main issues of our analyses. One of them was *Passive in English Legal Texts and its Czech Equivalents* which showed the importance of being aware of the rhematizing function of the passive without an explicit agent. Although a literal translation of English passive by a passive construction in Czech may not substantially change the overall meaning of the TL language sentence it may lead to a greater complexity of less transparent sentence structures.

*Specific Features of the Word Order in Legal English compared to Czech Equivalents* have become one of the major topics in our analysis pointing to a number of inconsistencies in official translations. Again it must be said that if the main object of this translation is information and clarity then our remarks are not of consequence, but ambiguity may arise due to the different distribution of communicative dynamism. A linguist aspiring at the translation of English legal text should be aware of the communicative dynamism signals in the English sentence and observe them in their translations. The functional style should be reflected by the translation and to this goal our analysis could be beneficial.

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<sup>74</sup> There is no specific critical analysis of the secondary literature in the present thesis for several reasons. In our first thesis *Verbal grammatical categories in typologically different languages (English and Czech)* the secondary literature was discussed and we wanted to avoid the repetition here, the volume of the present thesis was limited and it was to be devoted to the practical issues and the major translation issues are well known and we wanted to apply them in this specific functional style.

*The position of adverbials in Legal English compared to Czech Equivalents* is a complex problem for a Czech translator as their communicative dynamism in English is not transparent immediately. It is useful to consider their relationship to the verb and their contextual links.

A non-syntactic topic was *Prepositional Phrases in Legal English compared to their Czech Equivalents*. The English prepositional genitival phrases are more frequent than the Czech non-congruent attributes which should make a Czech translator aware of the typological difference. It seems that the major translation issues are the prepositional phrases with subject and object relationships which should be translated with a verbal phrase to Czech.

Most of our observations and analyses stress the awareness of the grammatical means providing not only for a more transparent meaning but for a greater awareness of the typological character of the Czech language when compared to English.

## 11. Summary

Cílem bakalářské diplomové práce s názvem *Lingvista jako překladatel právnické a finanční angličtiny* bylo určit a analyzovat některé z dovedností, které lingvista, filolog potřebuje k překládání do a z právnické a finanční angličtiny.

Při vlastní analýze jsme vycházeli z Jakobsonovy známé teze, že se jazyky liší v tom, co musí sdělovat, a ne v tom, co sdělovat mohou. Naše práce se soustředuje na první aspekt.

Hypotéza byla nakonec modifikována analyzovaným materiálem, vycházeli jsme z vlastních překladů právnických dokumentů i vícejazyčných právnických a finančních dokumentů publikovaných v databázi Eur-lex. Některé aspekty analýzy jsou pouze zmíněny, například osobní zájmena ve struktuře *Plné moci* nebo v poznámkách týkajících se *Nájemní smlouvy*. Obsáhlejší analýzy se týkají pasiva a jeho českých ekvivalentů v anglických právnických textech a jeho českých ekvivalentů a dalších specifických rysů pořádku slov ve větě, zde jsme poukázali na řadu „nepřesností,“ které vyplynuly z detailní analýzy úředních textů publikovaných v Eur-lex. Úřední překlady



se snaží o co největší doslovnost, které je podřízeno i aktuální členění větné, což ovšem může vést k víceznačnosti, protože doslovné překlady nedůsledně respektují distribuci komunikativního dynamismu jednotlivých větných členů.

Dalším sledovaným jevem byly anglické předložkové genitivní vazby, které jsou frekventovanější a zároveň obsahují větší pestrost sémantických vztahů. Z analýzy v Eur-lex se zdá, že hlavním překladatelským problémem jsou ty syntaktické vztahy v předložkové frázi, které by se měly do češtiny překládat kvůli transparentnosti určitým slovesem.

Většina našich poznámek zdůrazňuje nutnost povědomí nejenom o gramatice angličtiny, ale i o typologických odlišnostech češtiny, které z filologa mohou udělat lepšího překladatele právnických a finančních textů.

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[http://www.google.cz/search?q=%22principle+points%22&btnG=Hledat+knihy&tbm=bks&tbo=1&hl=cs#hl=cs&tbo=1&tbm=bks&scient=psy-ab&q=%22points+of+principle%22&oq=%22points+of+principle%22&aq=f&aqi=&aql=&gs\\_l=serp.3...19836.28859.0.30402.23.23.0.0.1.181.3070.0j23.23.0...0.0.rBrAIt25beA&pbx=1&bav=on.2.or.r\\_gc.r\\_pw.r\\_qf..cf.osb&fp=e0994db09f5c5bde&biw=1291&bih=636](http://www.google.cz/search?q=%22principle+points%22&btnG=Hledat+knihy&tbm=bks&tbo=1&hl=cs#hl=cs&tbo=1&tbm=bks&scient=psy-ab&q=%22points+of+principle%22&oq=%22points+of+principle%22&aq=f&aqi=&aql=&gs_l=serp.3...19836.28859.0.30402.23.23.0.0.1.181.3070.0j23.23.0...0.0.rBrAIt25beA&pbx=1&bav=on.2.or.r_gc.r_pw.r_qf..cf.osb&fp=e0994db09f5c5bde&biw=1291&bih=636)

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## 13. Appendix

1.

Memorandum o porozumění<sup>75</sup> mezi evropským veřejným ochráncem práv a Evropskou investiční bankou týkající se informací o politikách, normách a postupech banky a vyřizování stížností, včetně stížností osob, které nejsou občany a rezidenty Evropské unie

(2008/C 244/01)

(2008/C 244/01)

1. Background and objectives of the present Memorandum of Understanding

1. Souvislosti a cíle tohoto memoranda o porozumění

The European Ombudsman (the "EO") and the European Investment Bank (the "EIB") are part of, and function within, the institutional framework of the European Union.

Evropský veřejný ochránce práv (dále jen "EVOP") a Evropská investiční banka (dále jen "EIB") jsou součástí institucionálního rámce Evropské unie a v tomto rámci působí.

The EIB is the financing institution of the European Union. The capital of the EIB is subscribed by the Member States of the EU. The EIB has its own legal personality and enjoys financial autonomy within the EU system. The EIB raises substantial volumes of funds on the capital markets which it lends on favourable terms to projects furthering

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<sup>75</sup> Europa. 2012. "Eur-lex." Last modified May 15. <http://eur-lex.europa.eu/Notice.do?mode=dbl&lang=en&ihmlang=en&lng1=en.cs&lng2=bg.cs.da.de.el.en.es.et.fi.fr.hu.it.lt.lv.mt.nl.pl.pt.ro.sk.sl.sv.&val=479937:cs&page=>

EU policy objectives. Outside the EU, EIB lending ("external lending") is based on EU external cooperation and development policies.

EIB je finanční instituce Evropské unie. Základní kapitál EIB je upsán členskými státy EU. EIB má právní subjektivitu a je v rámci systému EU finančně samostatná. EIB získává na kapitálových trzích značný objem finančních prostředků, které za výhodných podmínek půjčuje na projekty podporující dosažení politických cílů EU. Mimo EU vychází poskytování úvěrů EIB ("poskytování úvěrů třetím zemím") z politiky vnější spolupráce a rozvojové politiky EU.

The EO, who is elected by and reports to the European Parliament, is required to be completely independent in the performance of his duties. The EO has power to conduct inquiries concerning instances of maladministration in the activities of the Community institutions or bodies, with the exception of the Court of Justice and Court of First Instance acting in their judicial role. Inquiries may be conducted on the EO's own-initiative, or following a complaint. Any citizen of the European Union, and any natural or legal person residing or having its registered office in a Member State is entitled to complain to the EO.

EVOP, který je volen Evropským parlamentem a tomuto orgánu podléhá, vykonává své funkce zcela nezávisle. EVOP má pravomoc vést šetření týkající se případů nesprávného úředního postupu orgánů nebo institucí Společenství, s výjimkou Soudního dvora a Soudu prvního stupně jednajících v rámci své soudní úlohy. Šetření může EVOP vést z vlastní iniciativy nebo na základě stížnosti. Právo podat stížnost k EVOP má každý občan Evropské unie a každá fyzická osoba s bydlištěm nebo právnická osoba se statutárním sídlem v členském státě.

The present Memorandum of Understanding builds on the experience of good co-operation between the EIB and the EO in relation to the EO's inquiries into possible maladministration by the EIB.

Toto memorandum o porozumění vychází z dosavadní dobré spolupráce mezi EIB a EVOP v oblasti šetření, která EVOP vede v souvislosti s možným nesprávným úředním postupem EIB.

The common objective of the EO and the EIB is to "raise the bar" in relation to stakeholders' engagement and protection as regards the EIB's activities and, in

particular, to extend such protection to physical and legal persons who are not citizens or residents of one of the Member States of the EU, or who do not have a registered office in one of the EU Member States. The present Memorandum provides a basis for constructive co-operation in pursuit of this objective.

Společným cílem EVOP a EIB je zlepšit úroveň zapojení a ochrany zúčastněných stran, pokud jde o aktivity EIB, a zejména rozšířit tuto ochranu na fyzické osoby, které nejsou občany nebo rezidenty členského státu EU, a na právnické osoby, které nemají statutární sídlo v členském státě EU. Toto memorandum poskytuje základ pro konstruktivní spolupráci při plnění tohoto cíle.

## 2. Points of principle

### 2. Zásadní body

The EO and the EIB share the same view on the following points of principle:

EVOP a EIB sdílejí tentýž názor v těchto zásadních bodech:

I. The EIB should inform the public about the policies, standards and procedures that apply to the environmental, social and developmental aspects of its activities.

I. EIB by měla informovat veřejnost o politikách, normách a postupech, které se týkají environmentálních, sociálních a rozvojových aspektů jejích aktivit.

II. The concept of "maladministration" applied by the EO includes failure to comply with human rights, with the applicable law, or with the principles of good administration.

II. Pojem "nesprávný úřední postup" uplatňovaný EVOP zahrnuje nedodržování lidských práv, použitelného práva nebo zásad řádné správy.

III. One of the requirements of good administration is that the EIB should comply with its established policies, standards and procedures.

III. Jedním z požadavků řádné správy je, že EIB by měla dodržovat své zavedené politiky, normy a postupy.

IV. Before turning to the EO, complainants should have recourse to an effective internal EIB complaints procedure.

IV. Než se stěžovatelé obrátí na EVOP, měli by využít účinných vnitřních postupů EIB pro podávání stížností.

On the basis of the above points and the experience gained through their good co-operation so far, the EO and EIB declare the following:

Na základě výše uvedených bodů a zkušeností získaných díky jejich dobré spolupráci EVOP a EIB prohlašují:

- the EIB declares that:

- EIB prohlašuje, že:

1. it has in place a Complaints Mechanism Policy which aims at providing members of the public with an institutional procedure, internal to the EIB, for the handling of complaints. The Complaints Mechanism Policy includes the EIB's commitment to ensure the adequate engagement of stakeholders as well as internal procedures for that purpose;

1) zavedla politiku stanovující mechanismus stížností, jejímž cílem je poskytnout veřejnosti institucionální vnitřní postup EIB pro vyřizování stížností. Politika stanovující mechanismus stížností zahrnuje závazek EIB zajistit přiměřené zapojení zúčastněných stran, jakož i vnitřní postupy pro tento účel;

2. with a view to improving the information available to the public in relation to the relevant standards and policies applying to the EIB's activities, Annex I of the Complaints Mechanism Policy provides a list of relevant documents which are also accessible through the EIB's website;

2) pro zlepšení veřejně přístupných informací o příslušných normách a politikách vztahujících se na aktivity EIB poskytuje Příloha I politiky stanovující mechanismus stížností seznam příslušných dokumentů, které jsou přístupné i prostřednictvím internetových stránek EIB;

3. it is committed to launching a public consultation on its Complaints Mechanism Policy in early 2009,

3) je odhodlána počátkem roku 2009 zahájit veřejné konzultace o své politice stanovující mechanismus stížností.

- the EO declares that:

- EVOP prohlašuje, že:

1. whenever the only reason not to inquire into a complaint alleging maladministration by the EIB is that the complainant is not a citizen or resident of the EU, the EO is committed to using the own-initiative power to open an inquiry into the matter;

1) je-li jediným důvodem pro neprošetření stížnosti týkající se údajného nesprávného úředního postupu EIB skutečnost, že stěžovatel není občanem nebo rezidentem EU, EVOP je odhodlán využít svého práva zahájit vyšetřování této záležitosti z vlastní iniciativy;

2. the EO does not consider it appropriate to substitute his judgement for that of the EIB as regards substantive environmental, social and developmental questions that may arise during an inquiry into possible maladministration. The EO considers that his role is to review whether the EIB has provided a consistent and reasonable explanation of its position in relation to such matters;

2) EVOP nepovažuje za vhodné nahrazovat posouzení EIB svým posouzením, pokud jde o podstatné environmentální, sociální a rozvojové otázky, jež mohou vyvstat během prošetřování možného nesprávného úředního postupu. EVOP se domnívá, že jeho úlohou je přezkoumat, zda EIB poskytla konzistentní a přiměřené vysvětlení svého postoje k těmto záležitostem;

3. the EO considers that the record of how the EIB has dealt with the matters raised in the complaint through its own internal mechanisms and procedures is the appropriate starting point for his own review. Complaints should therefore include an explanation of why the complainant contests the record, or the EIB's position as set out therein [1].

3) EVOP se domnívá, že vhodným východiskem pro jeho vlastní přezkum je záznam o způsobu, kterým EIB řešila záležitosti uplatněné ve stížnosti v rámci svých vlastních vnitřních mechanismů a postupů. Stížnosti by proto měly obsahovat vysvětlení, proč stěžovatel zpochybňuje tento záznam, nebo postoj EIB, který je v něm uveden [1].

3. Final provisions

3. Závěrečná ustanovení



The present Memorandum of Understanding is not intended to establish legal rights or obligations, either in the relationship between the EO and the EIB or vis-à-vis third parties.

Účelem tohoto memoranda o porozumění není stanovit zákonná práva nebo povinnosti buď ve vztahu mezi EVOP a EIB nebo vůči třetím osobám.

No provision of this Memorandum of Understanding shall be construed so as to interfere in any way with the decision-making autonomy of the two parties with regard to their respective areas of activity, or to run counter to, or modify, either party's legal obligations.

Žádné ustanovení tohoto memoranda o porozumění nikterak nezasahuje do rozhodovací samostatnosti obou stran, pokud jde o jejich příslušné oblasti činnosti, není v rozporu a ani nemění zákonné povinnosti kterékoli ze stran.

The EIB and the EO will endeavour to meet regularly, in principle at least once a year, in order to exchange views on the practical implementation of the provisions of the present Memorandum of Understanding and to discuss possible improvements. They intend, in particular, to review the present Memorandum of Understanding to take account of the results of the EIB's public consultation on its Complaints Mechanism Policy.

EIB a EVOP se budou snažit se pravidelně scházet, v zásadě alespoň jednou ročně, aby si mohli vyměnit názory na praktické provádění ustanovení tohoto memoranda o porozumění a aby mohli projednat případná zlepšení. Zejména přezkoumají toto memorandum o porozumění k zohlednění výsledků veřejných konzultací EIB o její politice stanovující mechanismus stížností.

This Memorandum of Understanding may be reviewed at the request of either party and either party has the right to withdraw from it at any time.

Toto memorandum o porozumění může být přezkoumáno na žádost kterékoli strany a každá ze stran má právo od něj kdykoli odstoupit.

2.

## **PLNÁ MOC**

Já, níže podepsaná, nar..... , bytem..... tímto

z p l n o m o c ň u j i

**JUDr.**, r.č., notářku v ..... , s adresou kanceláře .....,

- aby mě zastupovala v jednání s veškerými fyzickými a právnickými osobami, aby mě zastupovala a to aby za mě před těmito orgány a institucemi vykonávala veškeré úkony, přijímala doručované písemnosti, podávala návrhy a žádosti, podávala opravné prostředky a námitky proti rozhodnutím těchto orgánů, popř. se opravných prostředků vzdávala.

Tuto plnou moc uděluji i v rozsahu práv a povinností občanského soudního řádu a správního řádu.

Zástupce je oprávněn zmocnit k zastupování další osobu.

V \_\_\_\_\_ dne \_\_\_\_\_

.....

Tuto plnou moc přijímám.

Pronouns serve as a means of cohesion not only in a Power of Attorney document but in of all kinds of legal texts we have been dealing with in our thesis. The structure of pronouns within legal documents is very complex and important as the most significant function of pronouns is to express mutual relationships of the parties in concern.

Cf. the English version

## **POWER OF ATTORNEY**

I, the undersigned. Mrs. .... born . ...., resident at ...

### **authorise**

JUDr. ...., birth identification ....., notary in ...., registered office: .....

to represent me in dealings with natural persons and legal entities, to represent me before all the state administration bodies, local government and other authorities, namely before courts and land registry offices, on my behalf to carry out before these bodies all acts, to accept all the written material, to submit proposals and requests, to submit remedial measures and objections against the decisions of these bodies, or waive remedial measures.

I hereby accept the Power of Attorney.

3.

Sdělení<sup>76</sup> zveřejněné podle čl. 27 odst. 4 Notice published pursuant to Article  
nařízení Rady č. 1/2003 ve věci 27(4) of Council Regulation (EC) No  
COMP/C.2/38.681 – Universal 1/2003 in Case COMP/C.2/38.681 —  
International Music BV/MCPS and Universal International Music BV/MCPS  
others (The Cannes Extension and others (The Cannes Extension  
Agreement) Agreement)

(2006/C 122/02)

(2006/C 122/02)

(Text s významem pro EHP)

(Text with EEA relevance)

1. Úvod

1. Introduction

1. Podle článku 9 nařízení Rady (ES) č. 1. According to Article 9 of Council  
1/2003 [1] může Komise – v případech, Regulation (EC) No 1/2003 [1], the  
kdy zamýšlí přijmout rozhodnutí, které Commission may decide — in cases

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<sup>76</sup> Europa. 2012. “Eur-lex.” Last modified May 15. <http://eur-lex.europa.eu/Notice.do?mode=dbl&lang=cs&lng1=cs,en&lng2=bg,cs,da,de,el,en,es,et,fi,fr,hu,it,lt,lv,mt,nl,pl,pt,ro,sk,sl,sv,&val=479937:cs&page=1&hwords=memorandum~>

nařizuje ukončení protiprávního jednání, where it intends to adopt a decision a dotčené strany nabídnou Komisi requiring that an infringement is brought závazky takové povahy, že reagují na její to an end and the parties concerned offer výhrady, které Komise vyjádřila ve svém commitments to meet the concerns předběžném posouzení, svým expressed to them by the Commission in rozhodnutím prohlásit tyto nabídky pro its preliminary assessment — to make dotyčné podniky za závazné. Takové those commitments binding on the rozhodnutí může být přijato na dobu undertakings. Such a decision may be určitou a musí konstatovat, že pominuly adopted for a specified period and shall důvody pro zásah Komise. Podle čl. 27 conclude that there are no longer grounds odst. 4 stejného nařízení zveřejní Komise for action by the Commission. According stručné vyličení případu a hlavní obsah to Article 27(4) of the same Regulation, závazků. Zúčastněné strany mohou the Commission shall publish a concise předložit svá vyjádření ve lhůtě, kterou summary of the case and the main stanoví Komise.

content of the commitments. Interested parties may submit their observations within the time limit fixed by the Commission.

## 2. Smluvní strany a dohoda

## 2. The parties and the agreement

2. Dne 27. února 2003 podala nahrávací 2. On 27 February 2003 the record společnost Universal International Music company Universal International Music BV Komisi stížnost, která se týkala BV filed a complaint with the ustanovení Cannes Extension Agreement Commission concerning a clause of the (Dohoda), jež je dohodou uzavřenou Cannes Extension Agreement (the mezi 13 kolektivními správci [2] a pěti Agreement), which is an agreement hlavními hudebními vydavatelstvími [3]. concluded among thirteen European Cílem Dohody je upravit určité otázky ve mechanical copyright collecting societies vztazích mezi třinácti kolektivními [2] and the five major music publishers správci a pěti hlavními vydavatelstvími [3]. The aim of the Agreement is to při správě práv na rozmnožování regulate certain issues in the relations zvukových záznamů na hmotných between the thirteen collecting societies nosičích. Dohoda byla následně and the five major publishers in the

oznámena Komisi v souladu s postupem administration of mechanical copyright podle nařízení č. 17. Oznamovací postup for the reproduction of sound recordings byl pozastaven poté, co vstoupilo v on physical carriers. The Agreement was platnost nařízení č. 1/2003.

subsequently notified to the Commission under the procedure of Regulation No 17. The notification procedure was discontinued after the entry into force of Regulation (EC) No 1/2003.

### 3. Předběžné posouzení

### 3. The preliminary assessment

3. Komise informovala dopisem ze dne 24. ledna 2006 13 kolektivních správců a 5 hlavních vydavatelství o předběžném posouzení ve smyslu čl. 9 odst. 1 nařízení č. 1/2003.

3. The Commission informed the thirteen collecting societies and the five major publishers by letter dated 24 January 2006 of its preliminary assessment within the meaning of Article 9(1) of Regulation (EC) No 1/2003.

4. Podle předběžného posouzení Komise dvě ustanovení Dohody vyvolávají obavy, které se týkají jejich článku 81 Smlouvy o ES a článku 53 Dohody o EHP. Prvním je ustanovení a) Dohody, které se týká úlev nahrávacím společnostem kolektivními správci v rámci licenčních smluv, které mnohočetnými licencemi pro celé území EHP. Druhým je způsobilosti kolektivních věnovat se činností vydavatelství a produkce nahrávek.

4. According to the Commission's preliminary assessment two clauses of the Agreement raise serious concerns as to their compatibility with Article 81 of the EC Treaty and 53 of the EEA Agreement. The first is clause 9(a) of the Agreement which relates to the granting of rebates by collecting societies to record companies in the context of Central Licensing Agreements, which are multi-repertoire one-stop-shop licenses for the whole EEA territory. The second is clause 7(a)(i), which relates to the ability of collecting societies to undertake commercial publishing or record producing activities.

5. Podle ustanovení 9 a) Dohody by 5. According to clause 9(a) of the Agreement a collecting society would have to obtain the written consent of the relevant member" before granting a rebate to a record company in the context of a Central Licensing Agreement. The rebate is calculated as a percentage of the administration fees paid to collecting societies by their members for the administration of the members' copyright. Given that a Central Licensing Agreement normally concerns the entire repertoire of a collecting society (that of its members and that of the other societies, made available to it by means of reciprocal representation agreements) this clause would mean that a collecting society would have to obtain the written consent of all of its members, which can be thousands. It is also possible to interpret the clause as requiring the consent of the other societies' members or other societies as well. The provision therefore can have the effect of preventing the granting of rebates by a collecting society that negotiates a Central Licensing Agreement with a record company.

6. Clause 7(a)(i) provides that collecting societies shall never engage into any activities that might be the activities of a publisher or a record company.

nahrávací společnosti. Podle posouzení According to the assessment of the Komise má toto ustanovení účel a může Commission, this clause has the object mít vliv na krystalizaci struktury and may have the effect of crystallising současného trhu a na ochraně hudebních current market structures and preventing vydavatelství a/nebo nahrávacích any future potential competition from společností před jakoukoli budoucí collecting societies towards music potenciální hospodářskou soutěží ze publishers and/or record companies. strany kolektivních správců.

4. HLavní obsah nabídnutých závazků 4. The main content of the offered commitments

7. Strany Cannes Extension Agreement 7. The parties to the Cannes Extension nesouhlasí s předběžným posouzením Agreement do not agree with the Komise. Nabídky nicméně závazky podle Commission's preliminary assessment. článku 9 nařízení č. 1/2003 za účelem They have, nevertheless, offered vyřešení výhrad Komise ohledně commitments according to Article 9 of hospodářské soutěže. Závazky se týkají Regulation (EC) No 1/2003, in order to jak ustanovení 9 a), tak ustanovení 7 a), meet the Commission's competition i) Dohody. concerns. The commitments relate to both clause 9(a) and clause 7(a)(i) of the Agreement.

8. S ohledem na ustanovení 9 a) nabídky 8. With regard to clause 9(a) the parties strany Cannes Extension Agreement to the Cannes Extension Agreement have závazek, že přeformulují znění tohoto offered a commitment to reformulate the ustanovení. Nové znění ustanovení 9 a) wording of the clause. The new wording bude stanovovat, že kolektivní správce of clause 9(a) will provide that a může poskytnout úlevu nahrávací collecting society may grant a rebate to a společnosti, pokud tak rozhodne jeho record company, if so decided by the příslušný orgán. Také stanoví, že s competent body of that society. It also výjimkou čtyř případů, které jsou provides that, with the exception of four výslovně zmíněny v ustanovení, budou cases specifically mentioned in the všechny úlevy nebo jiné slevy clause, all rebates or other discounts to nahrávacím společnostem zahrnuty v record companies shall be included in the

honoráři, jak je uvedeno v Dohodě, a Rate, as defined in the Agreement, and nesníží příjmy členů kolektivních shall not reduce the income of the správců. Members of the collecting societies.

9. S ohledem na ustanovení 7 a), i) strany 9. With regard to clause 7(a)(i) the Cannes Extension Agreement souhlasily, parties to the Cannes Extension že dotyčné ustanovení zruší, a že ani v Agreement have agreed to delete the budoucnu nepřijmou ustanovení s clause and not to enter in a clause with podobným účinkem. similar effect for the future.

5. Výzva k předložení stanovisek 5. Invitation to make comments

10. Komise zamýšlí po předchozím 10. The Commission intends, subject to tržním testu přijmout rozhodnutí podle čl. market testing, to adopt a decision under 9 odst. 1 nařízení č. 1/2003, kterým Article 9(1) of Regulation (EC) No prohlásí výše shrnuté a na internetové 1/2003 declaring the commitments stránce GŘ pro hospodářskou soutěž summarised above and published on the uveřejněné závazky za závazné. Internet, on the website of the Directorate General for Competition, to be binding.

11. Podle čl. 27 odst. 4 nařízení č. 1/2003 11. In accordance with Article 27(4) of vyzývá Komise zúčastněné třetí strany, Regulation (EC) No 1/2003, the aby předložily svá vyjádření k Commission invites interested third navrhovaným závazkům. Vyjádření musí parties to submit their observations on být Komisi doručena nejpozději do the proposed commitments. These jednoho měsíce od zveřejnění tohoto observations must reach the Commission oznámení. **Zúčastněné třetí strany se not later than one month following the dále vyzývají k předložení takové verze date of this publication. Interested third připomínek, která neobsahuje důvěrné parties are also asked to submit a non-informace, a v níž jsou obchodní confidential version of their comments, tajemství a další důvěrné části vymazány in which commercial secrets and other a nahrazeny, tak jak je požadováno, confidential passages are deleted and are shrnutím nedůvěrné povahy nebo slovy replaced as required by a non-"[obchodní tajemství]" či "[důvěrné]". confidential summary or by the words Oprávněné požadavky budou vzaty v "[commercial secrets]" or**



úvahu.

"[confidential]". Legitimate requests will be respected.

12. Vyjádření lze také zaslat Komisi 12. Observations can be sent to the elektronickou poštou (GREFFE-Commission by e-mail (GREFFE-ANTITRUST@cec.eu.int), faxem (č. ANTITRUST@cec.eu.int), by fax (No faxu: (32-2) 295 01 28) nebo poštou s(32-2) 295 01 28) or by post, under uvedením jednacího čísla reference number COMP/C.2/38.681 — COMP/C.2/38.681 – Universal International Music BV/MCPS International Music BV/MCPS and others, to the following address: others na tuto adresu:

European Commission

European Commission

Directorate-General for Competition

Directorate-General for Competition

Antitrust Registry

Antitrust Registry

B-1049 Brussels

B-1049 Brussels

fax: (32-2) 295 01 28

Fax (32-2) 295 01 28

[1] Nařízení Rady (ES) č. 1/2003 ze dne 16. prosince 2002 o provádění pravidel of 16 December 2002 on the hospodářské soutěže stanovených v implementation of the rules on člancích 81 a 82 Smlouvy (Úř. věst. L 1, competition laid down in Articles 81 and 4.1.2003, s. 1 – 25).

82 of the Treaty (OJ L 1, 4.1.2003, p. 1-25).

[2] Těchto třináct kolektivních správců [2] The thirteen societies are: AEPI, je: AEPI, AustroMechana, GEMA, AustroMechana, GEMA, MCPS, MCPSI, MCPS, MCPSI, NCB, SABAM, SDRM, NCB, SABAM, SDRM, SGAE, SIAE, SGAE, SIAE, SPA, STEMRA a SUISA. SPA, STEMRA and SUISA.

[3] Těmito pěti hlavními hudebními [3] The five major music publishers are vydavatelstvími jsou: BMG, EMI, Sony, BMG, EMI, Sony, Universal and Warner. Universal a Warner.

## 14. Anotace

Jméno a příjmení autora	Terezie Königová
Název katedry a fakulty	Katedra anglistiky a amerikanistiky, FF UP
Název diplomové práce	Lingvista jako překladatel právnické a finanční angličtiny
Vedoucí práce	doc. PhDr. Václav Řeřicha, CSc.
Počet stran	77
Počet příloh	1, 1 CD
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Klíčová slova	Právnická angličtina, překlad, české ekvivalenty, gramatika, trpný rod, aktuální členění větné, dovednosti překladatele
Jazyk práce	angličtina

Charakteristika	<p>Cílem bakalářské diplomové práce s názvem <i>Lingvista jako překladatel právnícké a finanční angličtiny</i> bylo určit a analyzovat některé z dovedností, které lingvista, filolog potřebuje k překládání do a z právnícké a finanční angličtiny.</p> <p>Hypotéza byla modifikována analyzovaným materiálem, vycházeli jsme z vlastních překladů právníckých dokumentů i vícejazyčných právníckých a finančních dokumentů publikovaných v databázi Eur-lex. Obsáhlejší analýzy se týkají pasiva a jeho českých ekvivalentů v anglických právníckých textech a jeho českých ekvivalentů a dalších specifických rysů pořádku slov ve větě, zde jsme poukázali na řadu „nepřesností,“ které vyplynuly z detailní analýzy úředních textů publikovaných v Eur-lex.</p> <p>Většina našich poznámek zdůrazňuje nutnost povědomí nejenom o gramatice angličtiny, ale i o typologických odlišnostech češtiny, které z filologa mohou udělat lepšího překladatele právníckých a finančních textů.</p>
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Author	Terezie Königová
Department	Department of English and American Studies, FF UP
Title	A Linguist as a Translator of Legal and Financial English
Supervisor	doc. PhDr. Václav Řeřicha, CSc.
Number of pages	77
Number of appendices	1, 1 CD
Year of presentation	2012
Key words	Legal English, translation, Czech equivalents, grammar, passive, functional sentence perspective, translation skills
Language	English

<p>Characteristics</p>	<p>The aim of the thesis <i>A Linguist as a Translator of Legal and Financial English</i> was to identify and analyse some of the skills a linguist needs to translate legal and financial English, from English to Czech and vice versa. Theoretical comparative grammars were used to analyse the differences resulting from the typology of Czech and English.</p> <p>Our starting point has been modified by the analysed material. It has not been only our own translations of specific types of legal documents but some bilingual legal texts available on Eur-lex as well were included.</p> <p><i>Specific Features of the Word Order in Legal English compared to Czech Equivalents</i> have become one of the major topics in our analysis pointing to a number of inconsistencies in the analyzed official translations. Although the official translation is often complete from the viewpoint of information some ambiguity may arise due to the different distribution of communicative dynamism.</p> <p>The English prepositional genitival phrases are more frequent than the Czech non-congruent attributes which should make a Czech translator aware of the typological difference. It seems that the major translation issues are the prepositional phrases with subject and object relationships which should be translated with a verbal phrase to Czech.</p>
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