

# Lexical Importation and Integration: The Case of English-rooted Polish Legalese<sup>1</sup>

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*The analysis proposed here deals with the phenomenon of lexical interference in the field of legislative and legal texts. The analysis focuses on examining the lexical loan terms found in the sample-text analysis and the scope of their adaptation in Polish. The linguistic profile of the lexical units analysed allows to formulate and draw certain specific conclusions. One has grounds to say that the adaptation process in the Polish legislative and legal text is not an ad hoc phenomenon but rather it follows specific patterns which are often not observed in case of the adaptation of the loan words belonging to the general, core lexical inventory.*

**Keywords:** *lexical interference, lexical importation, phonological/semantic/morphological/ graphic adaptation, legalese, legal text, legislative text*

## 1. Introduction

The paper aims at presenting some issues connected with the process of lexical importation in the field legal lexicon hereafter referred to as *legalese*.<sup>2</sup> Examples of lexical importation are referred to as *loan terms* since the lexical structure of specialized languages, legalese being one of them, is made up of terms. The fact that the lexical importations have the status of terms determines the kind of the language analysis on the semantic level, which will be explained in detail later. In particular, one of the aims we shall pursue is to analyze the semantics of the English-based Polish legalese and the semantics of the corresponding terms in the donor language. In certain cases the semantics of English terms and the corresponding English originating Polish terminology is very much overlapping, if not cross-linguistically synonymous (e.g. *franchising* (Eng.) > *franczyza* (Pol.)). In a number of cases, however, the semantic structure of certain terms in the borrowing language shows to have diverged a long way from the item in the donor language, Pol. *holding* (Eng. > *holding*) being an example.

The general framework of the paper is the description of language changes involved in the process of lexical importation, taking into account graphic, morphological and semantic dimensions. First, the typology of graphic changes will be presented. The next part of the paper will be dedicated to the morphological processes observed. The final part deals with the discrepancies between the source language and the recipient language equivalents pertaining to the semantics of certain terms.

The text-based analysis guarantees a high degree of results reliability because the texts act as the source of the data and they help to define the terms providing natural contexts for them (Viesmann 2004: 310).

The analysed vocabulary (over 70 in number) has been drawn from two representative samples of legal texts that cover two narrow disciplines of law; competition law (Jurkowska 2005) and company law (Kruczelak 2004). The choice of the texts was geared by the currency of the legal issues raised and exemplified in them. In recent years the two disciplines corresponding to the chosen texts underwent vast legislative transformation in connection with the transformation of Poland into a free-market economy (Kruczelak 2004:

25). The transformation was conducted along the lines of the West-European patterns (Cejmer, Napierała and Sójka 2004), which left significant traces in the linguistic structure of numerous legislative and legal texts, thus providing linguists with substantial grounds for gainful linguistic research. Additionally, the issues discussed in the texts undergo constant reinterpretation due to the process of harmonization of the Polish legal system with the European one, which is another reason for West-European legal concepts penetrating into the Polish legalese together with their English language designates, i.e. loan terms.

The commonly accepted judicial sense of some of the items that have been subject to the analysis presented below was based on the body of the following legislative acts: 1. Handelsgesetzbuch vom 10. Mai 1897, Fundstelle RGBI S. 219, BGBI. III/FNA 4100-1, zuletzt geändert durch Art. 1G v. 3.8.2005 I 2, 267 +++; 2. Ustawa z dnia 23 kwietnia 1964 r., Kodeks cywilny, Dz. U. nr 16, poz.93 ze zm., stan prawny na 6 lutego 2005; 3. Ustawa z dnia 15 września 2000 r., Kodeks spółek handlowych, Dz. U. nr 94, poz. 1037 ze zm., stan prawny na 15 września 2004 r.

The term *English law* needs to be explained at this point, as it is associated with common law which constitutes the basis of legal system of many English-speaking countries. The phrase English legalese is not definite for the same reason. It may refer to the legalese of the English speaking countries, to the language of the so called European law, which again many refer to the European Community or European Union regulations. To make things more transparent the paper makes references only to the federal US legal system, not taking any account of legal regulations adopted by individual states. Thus, whenever there is a reference to the common legal system or to English law the US legal system is meant.

## 2. Terminological and Methodological Principles

Providing definitions of relevant terms as well as delineation of these should clarify the framework and objectives of the paper. The generic term that designates physical results of the linguistic importation is the term *borrowing*. It consists in the translation in a given linguistic system of characteristics peculiar to another linguistic system (Mańczak-Wohlfeld 2006:11). There is a great variety of motivation behind the process of borrowing: a) the referent is borrowed at the same time as its denomination, b) the word does not exist in the extralinguistic culture of the borrowing reality, c) the word is borrowed as the result of pressure exerted by a dominant linguistic community, which seems to be very true for legalese.

In any case the direct reason for importing lexical items lies with linguistic interference, which is the primary term in the foregoing considerations. Interference in general is linguistic overlap, when two systems are simultaneously applied to a linguistic item. The problem of interference has been targeted by a number of linguists. Recently Kortmann (2005: 156-159) has provided a thorough typology of the mechanism of interference. However, as long as in the middle of the 20<sup>th</sup> century Weinreich (1953;1966: 1) formulated his definition of interference which points to its context, i.e. bilingualism:

Those instances of deviation from the norm of either language which occur in the speech of bilinguals as a result of their familiarity with more than one language, i.e. as a result of language contact, will be referred to as interference phenomena.

Detailed lexical analysis of borrowings, hereinafter referred to as loan terms for the reason stated in the introduction, belongs to the field of contrastive linguistics which differentiates between phonological, graphic, morphological lexical and semantic importation or integration respectively (Volland 1986: 6).

The process of borrowing cannot take place on one language level exclusively. Apart from the semantic structure of a lexical item lexical importation involves the importation of other elements of the source language on the phonological level (foreign phonemes, allophones, combination rules), graphic niveau (foreign graphemes, grapheme-phoneme relations) and morphological niveau (flexion, word formation morphemes). Thus, the loan terms undergo *integration* in the recipient language which means that foreign items are substituted with the native forms or native forms are added to them. This phenomenon is also referred to as *adaptation* (Mańczak-Wohlfeld 1995).

Any lexical borrowing is partly the result of importation and partly the result of integration in the recipient language system, which is understood as substitution or addition. Not all the cases of lexical interference relate to all the language levels that were mentioned above. For example, Pol. *broker* (< Eng. *broker*), undergoes graphic, morphological and semantic importation and on the phonological niveau it undergoes substitution. Another case is represented by the Eng. term *trademark* that translates into Pol. as *znak handlowy*, where there is semantic importation and morphological substitution, graphic and phonological levels being inactive. The Pol. term *parkiet* represents a case when an already existing term in the recipient language was enriched via the process of metonymy with the new meaning that was coined in the English language, i.e. stock exchange floor (cf. Alms-Arvius 2007: 47-49). The only importation that takes place here is on the semantic level.

The above mentioned examples representing various degrees of integration in the recipient language correspond to the three kinds of borrowings: *lexical importations*, *morphological calques* and *semantic calques* in the order they were mentioned above (Fisiak 1961:3).<sup>3</sup> To start with, the label *lexical importation* pertains to fifty-six lexical items that have been identified in the texts scrutinized (e.g. *koopetycja* (Pol.) < *coopetition* (Eng.), *outsourcing* (Pol.) < *outsourcing* (Eng.), *factoring* (Pol.) < *factoring* (Eng.)). Examples of morphological calques amount to ten cases (e.g. *nazwa handlowa* (Pol.) < *trade name* (Eng.), *rynki kontestowalne* (Pol.) < *contestable markets* (Eng.)). Significantly, the number of semantic calques is relatively small, as I have identified merely two cases: that is *aplikacja* (Pol.) with the added meaning 'formal written request' and *parkiet* (Pol.), already referred to.

The analysis carried out in the paper deals only with lexical importations, also referred to as loan terms. Some linguists differentiate between foreign words and loanwords (Volland 1986: 8). The difference between the two categories lies in the degree of integration in the recipient language. Loanwords show a higher degree of integration in the recipient language system in terms of phonetics, spelling and flexion, whereas foreign words bear the traces of the source language (e.g. Eng. *goodwill*, *know-how* that have been taken directly into Polish vocabulary stock). Since the definite categorization of the two is not possible in view of the large number of other criteria suggested by linguists (such as structural and sociolinguistic factors like frequency and usage (Volland 1986: 9), the paper does not differentiate between the two categories.

From the body of the two texts analysed about 70 imported Anglo-Saxon lexical items have been extracted and the body of the loans was classified on the basis of their etymology. However, it was often the case that the etymology of the word could not be explicitly verified either because the term is of Latinate origin; having a kind of international status and appears

in a similar fashion in a number of European languages, or it has not been recorded in dictionaries because it is short-lived on the Polish linguistic market. Such illegitimate terms are still treated as lexical importations either because their English origin was acknowledged by the authors of the reference books (e.g. Pol. *kontestowalny* clearly based on Eng. *contestable*) or they are thought to be obvious derivatives of the recorded dictionary entries (e.g. Pol. *bukingowa* based on Eng. *booking*).<sup>4</sup> Moreover, due to the fact that English is an international language and one of the official languages of the European Union, many documents are originally drafted and concepts coined in English. Thus, even though some terms enjoy a parallel existence in a number of European languages, English can be considered to be the source language from which the terms designating newly-created concepts in the developing free-market economies are imported.

The sample-text based analysis allows us to distinguish sub-groups of loan terms for which the process of linguistic integration follows specific sub-systems of regularity, which results from the projection on the Polish language of the source language system. The approach adopted for the analysis may be described as rule-based. Specific rules regarding the lexical importation as generated by Fisiak (1961), Mańczak-Wohlfeld (1995) and Kleparski (2001) are presented below and validated on the examples found. The analysis of the representative examples is synchronic and contrastive. It involves identifying structural differences and similarities between the borrowed lexical items and their English equivalents on the graphic, morphological and semantic level. The analysis on the semantic level is determined by the fact that the lexical items analysed have the status of terms, for the reasons stated in the introduction. Thus, in order to establish the semantic structure of a term account has to be made of the semantic relations between the concept, the term designates, other related concepts and the relevant sub-concepts (Lukszyn, Zmarzer 2001: 21).

### **3. Sample Text Analysis: Graphic Importation and Integration**

The graphic system of English and Polish varies as for the number and kind of letters. Polish has 30 letters while English has 26 letters, and both English and Polish have letters that are typical only for one of the languages. For example, doubled vowels are typical for English and not often in Polish (apart from the English loan terms *koopetycja* (Pol.) (< Eng. *cooperation*), *kooperacja* (Pol.) (< Eng. *cooperation*). Both languages have two-letter elements that correspond to one phoneme but in English it is not always a one to one correspondence, i.e. a two-letter element may correspond to a few phonemes. The distribution of letters is different in English and Polish (Mańczak-Wohlfeld 1995:42). Additionally, English, as opposed to Polish, has the so called defective orthography in that the pronunciation departs from the graphic representation of lexical units. The obvious consequence of this is that loan terms are first pronounced as they are written and then spelled as they are pronounced. Kleparski (2001) enumerates the following graphic changes that take place during the process of importation:

1. the substitution of consonants and groups of consonants,
2. the substitution of vowels or a group of vowels,

3. the substitution of uppercase letters with lowercase letters at the beginning of a lexical item,
4. the reduction of doubled consonants.

The data acquired during the sample text analysis cover the three points in the order they were mentioned. Adaptation of loan terms on the graphic level involves cases of consonant and vowel changes. The examples are as follows:

- (1) ch > cz *cheque* (Eng.) > *czek* (Pol.); *franchising* (Eng.) > *franczyza* (Pol.)
- (2) c > k *concern* (Eng.) > *koncern* (Pol.)
- (3) s > z *fusion* (Eng.) > *fuzja* (Pol.); *deposit* > *depozyt* (Pol.)
- (4) g > dż *budget* (Eng.) > *budżet* (Pol.); *managerial* > *menedżerska* (Pol.)
- (5) a > e *manager* (Eng.) > *menedżerska* (Pol.)
- (6) e > ej *safe* (Eng.) > *sejf* (Pol.)
- (7) oo > u *pool* (Eng.) > *pul* (Pol.); *booking* (Eng.) > *bukingowa* (Pol.)
- (8) y > i *deposit* (Eng.) > *depozyt* (Pol.)

As for orthography there seems to be no consequent treatment of loan terms during the process of their importation in the recipient language. Some kinds of graphic changes seem to be occasional, others occur regularly (e.g. /c/ (Eng.) > /k/ (Pol.)). The examples found in the sample texts point to the fact that in some cases the polonised versions exist alongside the source language versions (e.g. *dealer* (Eng.) > *dealer/diler* (Pol.); *manager* (Eng.) > *manager/menedżer* (Pol.); *budget* (Eng.) > *budget/budżet* (Pol.)). A question may be asked why certain lexical items are adapted on the graphic level and others are not. It might be assumed that the category of language users and the time of importation play significant role in this respect. As for the first factor, the users of legalese are educated people who know the source language, which excludes the possibility of introducing changes resulting from the ignorance of the graphic system of the source language. As for the second factor, most of the examples are newly-coined terms, since they relate to the legal concepts that are new in the Polish legal system. It is considered that long term loan terms tend to be better assimilated (Volland 1986: 116).

Submitting a word to the orthographic changes is not an *ad hoc* process. *Polish Language Council* (Rada Języka Polskiego; *translation mine*) takes into consideration many linguistic and extralinguistic factors. For example, the arguments for adopting the polonised term of *franchising*, i.e. *franczyza* (Pol.)<sup>5</sup> were the following: the polonised term has clear and unequivocal spelling, which makes it easy to pronounce the word; its derivatives *francyzodawca* (Pol.), *francyzobiorca* (Pol.) have been coined in line with the Polish word-formation rules; the Polish term *franczyza* is phonetically similar to the source language equivalent and at the same time it remains distinct from the term *franszyza*<sup>6</sup>, used in Poland in reference to insurance.

#### 4. Morphological Importation and Integration

The degree of integration of a lexical unit into the recipient language is shown by the way it handles its grammatical relations, i.e. its *inflection*. The sample text analysis shows that most terms are inflected. Three exceptions were identified: *joint venture* (Eng.) > *joint venture* (Pol.), *goodwill* (Eng.) > *goodwill* (Pol.) and *know-how* (Eng.) > *know-how* (Pol.). The others take inflectional morphemes according to their gender, number and case.

The first conclusion is that English loan terms are mainly masculine in Polish. Only a few cases of feminine loan terms were found. Many linguists come up with various arguments regarding the factors that determine grammatical gender. Mańczak-Wohlfeld (1995: 55) enumerates the following factors:

1. the structure of the terminal sound of the lexical item borrowed from other language,
2. the graphic shape of the borrowing, as long as it is pronounced as it is spelled,
3. the form of the suffix added in the recipient language,
4. the meaning of the borrowing and its relation to the grammatical gender of the lexical unit, having the same semantic load in the recipient language,
5. mediation of other language in the process of borrowing,
6. sex of the individual designated by the given noun,
7. homonymy,
8. the morphological structure of the loan term.

From the data analysed it would appear that the factors that determine the masculine and feminine gender vary. The first two criteria apply to nouns that become masculine in the recipient language. That is the primary factor in determining masculine gender is the structure of the terminal sound or the graphic form of the loan term. Accordingly, the words having a consonant in their terminal sound or graphically ending with consonants are masculine: *market* (Pol.) < *market* (Eng.), *budget/budżet* (Pol.) < *budget* (Eng.), *depozyt* (Pol.) < *deposit* (Eng.), *trust* (Pol.) < *trust* (Eng.), *koncern* (Pol.) < *concern* (Eng.), to mention but a few examples. The criterion number four, does not apply here. Namely, the relation of the meaning of the borrowing to the grammatical gender of the word in the recipient language having similar semantic load does not play any role. For example, *holding* (Pol.) corresponds to *grupa kapitałowa* (Pol.). Were the criterion number four operative here, *holding* (Pol.) would take the grammatical gender after the word *grupa* (Pol.); that is feminine. As for feminine nouns the only criterion determining the gender is the graphic form of the loan term. Namely, words ending in *-a* in the recipient language are feminine: *koopetycja* (Pol.), *fuzja* (Pol.), *licencja* (Pol.).

Another sign of high degree of integration of the English loan terms in the Polish is the productivity of derivative morphemes. The examples found in the texts analysed make it possible to formulate some generalizations. Firstly, certain derivative morphemes are

particularly productive in legalese, not in other semantic fields. They are not mentioned in the relevant reference texts concerning word formation of borrowings (Fisiak (1961), Mańczak-Wohlfeld (1995)). The case of *-biorca* and *-dawca* is meant at this point. Secondly, when a term is borrowed, its derivative forms existing in the source language are not necessarily borrowed together with it. Thus, *leasing* (Pol.) entered into Polish to denote a kind of relation under civil law. The existing terms denoting the parties to the legal relation (*lessee, lessor* (Eng.)) were not borrowed but native forms were derived from the borrowed terms adding the derivative morphemes of the recipient language. One has reason to assume that this is due to the prevailing tendency to integrate new lexical units into the structural system of language. *Lessee* (Eng.) and *lessor* (Eng.) do not sound Polish and thus it was probably more practical to derive new terms following the well-known pattern that has already existed in Poland (*usługo+dawca, usługo+biorca*, etc.). The examples in point are: *franchising* (Eng.) > *franchising, franczyza* (Pol.) /*franczyzo+dawca, franczyzo+ biorca* (Pol.), *licensing* (Eng.) > *licensing* (Pol.)/*licencjo+biorca* (Pol.), *licencjo+dawca* (Pol.).

Another derivative morpheme denoting an agent that was found in the text-based analysis, and not mentioned in the above quoted reference texts was the morpheme *-or* and *-ant*. These morphemes are productive in Polish (*emitent* (Pol.), *acceptant* (Pol.), etc.), and also in case of one of the loan term registered in the analysis (e.g. *factor+ant* (Pol.), *fakt+or* (Pol.)).

To conclude, word formation in legalese in reference to loan terms is centered upon deriving terms that designate parties to legal relations. The borrowed terms (e.g. *franchising, leasing, licensing, factoring* that correspond to the English terms *franchising, leasing, licensing, and factoring* respectively), seem to be well assimilated in Polish and they frequently form collocations (e.g. *umowa leasingowa* rendered from English *leasing agreement*). They undergo the process of word formation, that is the recipient language suffixes are added to them in spite of the existing source language equivalents (*franchisee* (Eng.), *licensee* (Eng.), *lessee* (Eng.)).

As for other cases of word formation the adjectival suffixes account for 7 cases. The collected material does not allow one to formulate any unequivocal rules. One observation can be made at this point. All the adjectival derivative forms in Polish are generated from the source language forms that are already derivatives: *lease* (Eng.) > *leas+ing* (Eng.) > *leas+ing+owa* (Pol.). The following groups of adjectival derivative suffixes can be differentiated:

- (9) **-owa** *buk+ing+owa* (Pol.); *rewolw+ing+owe* (Pol.),
- (10) **-wska** *leas+ing+owa* (Pol.); *chicago+wska* (Pol.); *brok+er+ska* (Pol.),
- (11) **-dzka** *harvar+dzka* (Pol.),
- (12) **-owalny** *kontest+owalny* (Pol.).

The above listed suffixes seem to be productive specifically in legalese, since apart from the suffix *-owa* they were not included in the relevant lists in the reference books consulted (e.g. Mańczak-Wohlfeld 1995). Another observation concerning adjectives is connected with decapitalisation, which was discussed in Kleparski (2001). In English *Harvard* has the attributive function (*Harvard school*) and it is spelled with the capital letter. The

corresponding phrase in Polish includes the adjective *harvar+dzka* 'of Harvard', where the first letter was changed from uppercase to lowercase. Obviously, the choice of the suffix – *dzka* is deliberate and in line with the recipient language semantics.

Each of the suffixes carry definite semantic load. For example, the suffix –*owalny* does not have descriptive function like the suffix –*owa*, i.e. typical for, connected with the concept of leasing (e.g. *leasing+owa* 'related to leasing') but it denotes the possibility (i.e. possible to be contested).

## 5. Semantic Importation and Integration

This section shows the ways in which the imported lexical units influence the lexical-semantic structure of the recipient language. It also analyses the semantic changes experienced by loan terms.

As for the influence that the lexical importation exercises on the structure of the recipient language three ways can be differentiated according to Weinreich (1953;1966: 54):

Except for loanwords with entirely new content, the transfer or reproduction of foreign words must affect the existing vocabulary in one of three ways: (1) confusion between the content of the new and old word: (2) disappearance of the old word: (3) survival of both the new and old word, with specialization in content.

The comparative analysis has made it possible to identify degrees of equivalence between the borrowed terms and their source language counterparts. The varying degrees of equivalence of terms and the concepts they denote in two languages allows us to identify four groups:

1. cases when the concept A does not have certain features of concept B (- x, y), but it has some additional features of concept B (+ a, b); 14 cases identified,
2. cases when the scope of concept A is less than the scope of concept B; 3 cases identified,
3. cases of nonequivalence; 2 cases identified,
4. cases of synonymy; 49 cases identified.

A good example of the first kind of relationship, where there is substantial discrepancy between the semantics of the source language term and the corresponding loan term in the recipient language is the term *trust* (Pol.) < *trust* (Eng.). In the US legal system the term denotes an unincorporated business association operating a business under a written declaration of trust. The written declaration of trust specifies the terms, powers and duties of the trustees and the interests of the beneficiaries. In many states, this document must be filed with a public official (Haschka and Schmatzer 1990: 105). Additionally, in the US the term is used both in legislative and legal texts, which is not the case in Poland.

Admittedly, the term *trust* (Pol.) in Poland belongs to the same legal field, that is business law and it refers to a kind of agreement, as its source language equivalent. However, the Polish use of the term departs from the way the term is used in American English. In



Poland the term is used only in legal texts, not legislative ones. Olszewski (1988) claims that the term is used exclusively in literature, that is in legal texts to denote big economic organizations. According to Kruczałak (2005: 254), the Polish term *trust* is sometimes used as an equivalent of the Polish institution *koncern* (Pol.) in the US legal system. *Trust* (Pol.) may also denote a legal form of a business entity, that is the most elaborate form of concern in which the economic concentration is so intense that the enterprises grouped in it lose their legal and economic independence and other independence in all or some fields of production and sale. (*Czasami też przyjmuję się, że trust jest formą najwyższej rozwiniętego koncernu, w której dochodzi do takiej koncentracji gospodarczej, iż zgrupowane w nim przedsiębiorstwa tracą swoją prawną i gospodarczą niezależność i samodzielność we wszystkich lub określonych dziedzinach zbytu lub produkcji*; Kruczałak 2005: 255; translation mine). Jurkowska (2005: 110) writes about *prawo antytrustowe* (Pol.) rendered from English *antitrust law* and she explicitly says that the term is used only in reference to the US legal system.

All this brings us to an interesting conclusion. *Trust* (Pol.) is the example of a loan term which is widely used in the Polish legal texts. The content of the term may be twofold. When it is used in reference to the US institution its meaning is equivalent with the meaning in English. If the referent of the term does not belong to the US legal system its meaning departs somewhat from the meaning of its source language equivalent. Another interesting point is that the term happens to be identified with the native Polish term *powiernictwo* (Pol.), which is considered by some scholars to be the Polish equivalent of the Anglo-Saxon *trust* (Stec 2006: 15). This could be interesting starting point for analysis regarding differentiation of synonyms.

An illustrative example of the second type of semantic relationship between English loan terms and their source language equivalents seems to be the following pair of terms: concept B *partnership* (Eng.) > concept A *spółka partnerska* (Pol.). The English origin of the loan term *partner* (Pol.) was acknowledged by Bańkowski (2000). The referents of both the source language term and the corresponding loan term belong to the same legal field; that is they are legal forms of enterprises in the field of company law. Moreover, both the referents can be characterized by the lack of legal personality, which means they are unincorporated. Yet, the scope and content of the two concepts in question is different depending on the kind of legal system. In the US legal system the term *partnership* (Eng.) is broader in terms of semantics as it may be qualified by specific adjectives or be prefixed and as such denote distinctive legal forms (*limited partnership* (Eng.), *silent partnership* (Eng.), *general partnership* (Eng.) and *sub-partnership* (Eng.)), which prevents a one-to-one relationship with the corresponding Polish loan term. The US term comprises concepts which are either non-existing in the Polish legal system (*sub-partnership* (Eng.)) or designated by other lexical item (e.g. *limited partnership* (Eng.) is considered to correspond to *spółka komandytowa* (Pol.)) in the Polish legal system (Haschka and Schmatzer 1990: 101).

The cases of nonequivalence are not very frequent and the registered examples are loan terms used in Polish not in reference to the concepts they are used in English. A good example in point is the term *exclusive* (Eng.) > *ekskluzywny* (Pol.). The content of the loan term in Polish departs from the content it has in English. *Exclusive* in English means (1) high class, or (2) not shared by others. In Polish the second meaning is absent. Thus, we say *ekskluzywne ubrania* (Pol.) rendered from English *exclusive clothes*, but we do not say *ekskluzywne prawa* (Pol.) after the English *exclusive rights*.

Another example illustrating the case of nonequivalence is constituted by the pair *firm* (Eng.) > *firma* (Pol.) which can be labeled as terms having international status and as such belonging to the category of loan terms (Mańczak-Wohlfeld 19985: 19). The explanation of the semantic relations between the Polish loan term and its English counterpart is carried out with reference to German sources since the term is considered to be of German origin, which is confirmed by the fact that it is registered in the dictionary of German loanwords functioning in English (Pfeifer and Garland 1994).

The content of the term as provided in the aforementioned dictionary is in line with the meaning as implied by the relevant German legal act, i.e. *Handelsgesetzbuch* (1897), and it corresponds well to the semantic content of the term as it is used in the texts analyzed (Kruczalak 2005: 87).

§ 17 [Begriff] (1) Die firma eines Kaufmans ist der Name, unter dem er seine Geschäfte betreibt und die Unterschrift abgibt (The business name of an entrepreneur ist the name under which he operates his enterprise and puts his signature; *Handelsgesetzbuch* 1897; translation mine).

Additionally, the semantics of the term *firma* (Pol.) is confirmed by its definition provided in the relevant Polish legal acts, i.e. *Kodeks Cywilny* (2005).

Art. 8. [Zdolność; firma] § 2. Spółka prowadzi przedsiębiorstwo pod własną firmą (Capacity; business name § 2. The partnership shall operate an enterprise under its own business; Code of Commercial Companies 2004; translation by Katarzyna Michałowska).

In English the referent of the loan term *firma* (Pol.) is different than it is in German and Polish. When used in reference to the US legal institutions the English term in question denotes ‘an organization which sells or produces something or which provides a service which people pay for’. In Polish legal and legislative texts, as illustrated above, *firma* denotes ‘the title, name, or style under which a business operates’.

The cases of synonymy involve loan terms such as *goodwill* (Eng.) > *goodwill* (Pol.), *know-how* (Eng.) > *know-how* (Pol.) and *non-profit* (Eng.) > *profit* (Pol.), to name but a few examples. In these cases the referents seem to be the same in the source and target language.

It may be said that even though terminological comparison carried out in the analysis may not provide ready-made answers to socio-cultural and consequently linguistic problems, it does provide us with insights and shows possible ways out of a terminological dilemma.

## 6. Conclusion

To sum up, lexical importation affects different levels of language structure: graphic, morphological, lexical and phonological, the last was not discussed in this paper.

By lexical importation the recipient language acquires new terms to designate new concepts. Sometimes the new terms bring in linguistic variety in the recipient language allowing for differentiation of meaning regarding the already existing concepts in the recipient language.

Generally, there seem to be no absolute rules as to what lexical items are imported and which of them undergo integration and what kind of integration. The only consistent tendency observed is that the time when a lexical importation happened and the frequency of usage are significant factors that determine the degree of integration. The more recent the borrowing is the fewer graphic and morphological adaptations it underwent. The reasons for it may be twofold. Firstly, new loan terms need time to be well adapted to the recipient language. Secondly, it is due to the language specifics. Legalese is a language used by educated people, which excludes changes resulting from the lack of knowledge of the source language.

Legalese does not share the kinds of adaptations with general language or other specialized languages. Most of the examples regarding graphic and morphological adaptations mentioned by Mańczak-Wohlfeld (1995) do not apply to legalese. Other regularities than those mentioned by Mańczak-Wohlfeld (1995) were determined.

Two degrees of integration can be differentiated: processes that take place systematically, and processes that take place occasionally. An example of a systematic change is the adaptation of terms on the graphic level: /c/ (Eng.) is always changed to /k/ (Pol.), *koncern* (Pol.) being an example. On the other hand, the derivative form denoting agent is formed with the native derivational suffix only occasionally (e.g. *franczyzo+biorca* (Pol.), *franczyzo+dawca* (Pol.)). A few cases were registered when similar lexical categories were borrowed ready-made (e.g. *dealer* (Eng.) > *dealer* (Pol.), *broker* (Eng.) > *broker* (Pol.), *makler* (Eng.) > *makler* (Pol.)).

The discussion should put at ease language purists who struggle to establish definite rules as to the correct, legitimate spelling of English loan terms. The process of borrowing is a continuous process and it takes time to fully assimilate foreign forms. It happens often that two forms live their life next to each other (e.g. *franchising* (Pol.) and *franczyza* (Pol.) both derived from the English term *franchising*). On the other hand, law practitioners should be careful using loan terms for denotation of certain concepts in the Polish legal system because their semantic load often significantly departs from their source language equivalent.

#### Notes:

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<sup>1</sup> Let me take this opportunity and thank **Prof. Grzegorz A. Kleparski** who motivated me to write this paper, offered his valuable materials and devoted his time reading the final version of this text.

<sup>2</sup> The term *legalese* comprises both legislative and legal texts; the distinction is made to differentiate the texts of legal acts (i.e. legislative texts) from the texts of legal literature (i.e. legal texts). A similar distinction will be drawn as to the language used in these two types of texts. **Legislative texts** are written in the **language of law**. The **lawyer's language** is the language of **legal texts**. Note that the term *legalese* seems to have formed the basis for a number of similar formations such as: *auctionese*, *bureaucratese*, *computerese*, *pentagonese* and others evidenced in Dickson (1990).

<sup>3</sup> In fact, Fisiak (1961) employs the following Polish terms: *zapożyczenia właściwe*, *kalki morfologiczne* i *kalki semantyczne*.

<sup>4</sup> The loan terms found in the process of the sample text analysis and chosen as representative examples to illustrate the importation and/or integration phenomena can be classified into the following groups regarding their etymology:

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(i) loan terms whose etymology is unequivocally acknowledged as English: *market, investor, pool, bukowac, sejf, rewolwing, dealer, franchising, budget, menedżer, know-how, goodwill, joint-venture, trust, holding, factoring, leasing* (Wiśniakowska 2004), *depozyt* (Bańkowski 2000),

(ii) loan terms whose English etymology is possible, but not the only one:

*fuzja, korporacja, koncern, czek, licencja, ekskluzywny* (Wiśniakowska 2004), *kartel, partner, firma* (Bańkowski 2000),

(iii) loan terms whose English etymology is not legitimate, because they are not recorded in the dictionaries checked, yet their English origin is acknowledged by the authors of the texts making up the corpus: *kontestowalny* (Jurkowska 2005: 73), *koopetycja* (Jurkowska 2005: 85).

<sup>5</sup> Available at: <http://franchising.pl/artukul/299/opinia-rady-jezyka-polskiego/>

<sup>6</sup> The Polish term *franszyza* may be defined as ‘zastrzeżone ograniczenie sumy odszkodowania ubezpieczeniowego w zakładach ubezpieczeń’ (stipulated restriction of the insurance sum in insurance companies; *translation mine*).

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