

Comparative Legilinguistics

vol. 27/2016

DOI : <http://dx.doi.org/10.14746/cl.2016.27.4>

**WITHIN THE PERIOD TO MEET THE
DEADLINE: CZECH NEAR-SYNONYMS *DOBA*
AND *LHŮTA* AND THEIR ENGLISH
EQUIVALENTS**

ONDŘEJ KLALAB

Department of English and American Studies
Faculty of Arts of Palacký University, Olomouc
Křížkovského 10, 771 80 Olomouc, Czech Republic
ondrej.klabal@upol.cz

Abstract: The Czech Civil Code has recently introduced differentiation between two terms denoting a period of time: *lhůta* and *doba*. Both of these terms are used, often interchangeably, in ordinary Czech language and are thus susceptible to failure by translators to be recognized as terms. It is believed that the definitions provided by the draftsmen of the said code do not describe the difference in meaning sufficiently for non-lawyers to understand (cf. Goźdz-Roszkowski, 2013: 100). Therefore, this paper aims at describing the difference in meaning of these terms on the basis of a qualitative analysis of their collocational patterns and collocational profile, as used in the wording of the said law. The second part of the paper consists of an analysis of potential English equivalents (*time limit, period, deadline, time*) and their collocates as used in legislation drafted in English. The analysis is based on a corpus compiled of the Czech Civil Code and a comparable corpus of civil legislation drafted in English. The findings of the

analysis will outline the strategies available to translators dealing with temporal expressions at the Czech-English interface.

Key words: temporal expressions, collocational profile, legal translation, interlingual equivalence

ČÁSTEČNÁ SYNONYMA DOBA A LHŮTA V ČEŠTINĚ A JEJICH ANGLICKÉ EKVIVALENTY

Abstract in Czech: Český občanský zákoník nedávno zavedl rozlišení mezi dvěma výrazy označujícími časový úsek: dobou a lhůtou. Oba z těchto výrazů se často v běžném jazyce používají jako synonyma, a proto představují riziko, že je překladatel neidentifikuje jako termíny. Podle našeho názoru nejsou definice formulované autory zákona dostatečné, aby uživatelům odborného jazyka osvětlily zamýšlený rozdíl (cf. Goźdz-Roszkowski, 2013: 100). Cílem této studie je popsat rozdíl mezi termíny pomocí kvalitativní analýzy jejich kolokačních vzorců a profilu v občanském zákoníku. Druhá část se věnuje analýze možných ekvivalentů v angličtině (*time limit, period, deadline, time*) a jejich kolokaci v zákonech psaných v angličtině. K analýze je použit srovnatelný korpus českého občanského zákoníku a vybraných civilních předpisů z anglicky mluvících zemí. Poznatky získané analýzou mohou být zdrojem překladových řešení pro překladatele právních textů mezi češtinou a angličtinou.

Klíčová slova: časové výrazy, kolokační profil, právní překlad, mezijazyková ekvivalence

ZDAŹYĆ PRZED TERMINEM W TERMINIE: CZESKIE WYRAZY ZBLIŻONE DOBA I LHŮTA ORAZ ICH ANGIELSKIE EKWIWALENTY

Abstrakt: Czeski Kodeks cywilny wprowadził od niedawna rozróżnienie pomiędzy dwoma oznaczeniami okresu czasu: *lhůta* i *doba*, które są często używane wymiennie w czeskim języku potocznym i tym samym mylone przez tłumaczy, nie uznających je za terminy. Przyjmuje się, że definicje zawarte we wspomnianej ustawie nie opisują różnicy znaczeniowej tych terminów w stopniu zadowalającym dla nie prawników (cf. Goźdz-Roszkowski, 2013:100). Artykuł ten ma na celu opis różnic znaczeniowych tych terminów w oparciu o analizę jakościową ich wzorów kolokacyjnych oraz profilu, tak, jak są one używane we wzmiankowanym Kodeksie. Dalsza część artykułu zawiera analizę możliwych ekwiwalentów (*time limit, period, deadline, time*) oraz ich kolokacji w oparciu o ustawę podaną w języku angielskim. Analiza przeprowadzona została w oparciu o korpus zbudowany

z czeskiego Kodeksu Cywilnego i porównywalnego korpusu tekstów ustaw w języku angielskim. Konkluzje tej analizy posłużą do określenia strategii dostępnych tłumaczom podczas borykania się z określeniami czasu w parze czeski-angielski.

Słowa klucze: określenia czasu, ekwiwalencja interlingwalna, tłumaczenie prawnicze, profil kolokacji

Introduction

As from 1 January 2014 the Czech civil law underwent a revolutionary change. As part of the recodification¹, three new acts were adopted in 2013, namely the Civil Code, the Companies and Cooperatives Act and the Private International Law Act. The recodification brought not only substantial legal changes, but also linguistic ones, which pose a significant challenge to a legal translator. Firstly, the laws introduced a host of newly coined terms or reused archaic terms which had not been in use for decades (cf. Kubánek and Klabal 2013). From a translation point of view, the problems presented by such terms have been discussed mainly by Chromá (2014a, 2014b). Secondly, the drafters of the laws have also attempted to introduce systemic ways for using general vocabulary encountered in the language of law, and expressing certain legal-linguistic features, such as presumptions (cf. Chromá 2014a), and also the time limits and periods.

It is undisputed that time is an important legal fact in any legal transaction and may have serious consequences as may be succinctly summed up by the phrase “time is of the essence.” Therefore, accurate translation of temporal expressions is of paramount importance. The problem posed by such expressions is noticed by Matulewska (2007: 135), who claims that “expressions related to time may be misleading” for a number of reasons. Their meaning may be different from colloquial or non-legal language, which makes them difficult to understand for non-lawyers. In addition, temporal expressions may also be vague (be it deliberately or not).

¹ More information on the legal aspects of the recodification may be found e.g. in Elischer, Frinta and Pauknerová (2013).

***Doba* and *lhůta* as a case in point**

In an attempt to introduce a more systematic use of general vocabulary in the new laws, a distinction started to be made between two Czech quasi-synonyms used to talk about periods of time: *doba* and *lhůta*. The Explanatory Memorandum to the Civil Code (2013: 143) describes the difference between the uses of these two terms as follows:

*Doba*² is a period of time upon the expiry of which a right or obligation extinguishes without requiring a specific expression of will to produce such a legal effect.

Lhůta is a period of time set to exercise a right with respect to the other party, before the court or a competent authority.

From a semantic point of view, the difference is logical as the proposed use is consistent with the definition of the terms in the Dictionary of Standard Czech³ where *doba* is defined as a “limited stretch of time” and *lhůta* as “time set or allowed for performing a duty; a deadline.”

To see the difference in the language of law, let me use an example. A typical example usage of *doba* as a component of a legal term is *výpovědní doba* (notice period) where the legal act is made, i.e. the notice is handed, at the beginning of the period and then the notice period starts running and upon its expiry the contract terminates. In other words, *doba* starts with a legal act. On the other hand, *lhůta* may be represented by *popěrná lhůta* (a period to deny paternity) and requires an act to be made or a right to be exercised, i.e. an action to deny paternity to be filed, while it is running.

Although it may seem as a minor difference, the distinction has legal consequence as far as computation of time is concerned. If the last day of *lhůta* falls on Saturday, Sunday or a national holiday, it is not included and the last day is the next working day. However, if the last date of *doba* falls on Saturday, Sunday or a national holiday, it is included and the respective right or obligation extinguishes.

However logical and consistent with the default meanings of each of the two terms the introduced distinction seems, it may cause

² Unless stated otherwise, the translations into English have been made by the author.

³ Available online at <http://ssjc.ujc.cas.cz/>.

problems for a number of reasons. First, in everyday use of language, *doba* and *lhůta* are often used interchangeably and synonymically. This may make the difference difficult to grasp and follow for non-lawyers and translators as both of the two terms are instances of “everyday words which are assigned a special meaning in a given legal context” (Riley 1995) and as such they are very often susceptible to incorrect translation as they pass unnoticed by legal translators (cf. Chromá 2011). It may be assumed that many translators do not consult the explanatory memorandum and therefore are unaware of the distinction. Second, the distinction has only been introduced in the civil legislation and laws in other branches of law do not reflect it (e.g. the Czech Criminal Code consistently uses *promlčecí doba* instead of *promlčecí lhůta* used in the Civil Code). Third, the attempt has not, unfortunately, been implemented consistently by the legislator as the following examples show.

Example 1. Inconsistent use of *doba* and *lhůta* in the Czech Civil Code.

§ 2150 **Koupě na zkoušku**

- (1) Kdo koupí věc na zkoušku, kupuje s podmínkou, že věc ve **zkušební lhůtě** schválí.
- (2) Neujednají-li strany **zkušební lhůtu**, činí u movitých věcí tři dny a u nemovitých věcí jeden rok od uzavření smlouvy. Plyne-li však z jednání o uzavření smlouvy, že věc má být prohlédnuta nebo vyzkoušena po odevzdání, běží **zkušební doba** ode dne odevzdání.

Section 2150 of the Civil Code: **Trial purchase**⁴

- (1) A person who makes a trial purchase of a thing buys the thing on condition that he will approve the thing in the **trial period**.
- (2) If the parties do not stipulate a **trial period**, it is three days from the conclusion of the contract for movable things and one year from the conclusion of the contract for immovable things. However, if it follows from the negotiations on the conclusion of the contract that the thing is to be inspected or tried out after delivery, **the trial period** shall commence on the date of delivery.

⁴ The translations of the statutory provisions are adopted from the translation of the Civil Code published by the Ministry of Justice of the Czech Republic and available at: <http://obcanskyzakonik.justice.cz/index.php/home/zakony-a-stanoviska/preklady/english>

This example shows that the legislator is inconsistent even within a single section. This is clearly a case where *lhůta* is the correct word to be used as the purchase must be approved within the defined period. However, the legislator failed to keep it consistent.

Yet another instance of the inconsistent differentiation between the two is Example 2. Unlike in Example 1, where the lack of consistency is of a formal nature and easy to spot, to identify the incorrect use in the following provision requires a much deeper analysis of the actual legal content.

Example 2. Inconsistent use of *doba* and *lhůta* in the Czech Civil Code.

§ 2791

(1) Prokáže-li pojistitel, že by uzavřel smlouvu za jiných podmínek, pokud by pojistné riziko ve zvýšeném rozsahu existovalo již při uzavírání smlouvy, má právo navrhnout novou výši pojistného. Neučiní-li tak do jednoho měsíce ode dne, kdy mu změna byla oznámena, jeho právo zaniká.

(2) Není-li návrh přijat nebo nově určené pojistné zapláceno v ujednané době, jinak do jednoho měsíce ode dne doručení návrhu, má pojistitel právo pojištění vypovědět s osmidenní výpovědní dobou; toto právo však pojistitel nemá, neupozornil-li na možnost výpovědi již v návrhu. Nevypoví-li pojistitel pojištění do dvou měsíců ode dne, kdy obdržel nesouhlas s návrhem, nebo kdy marně uplynula **doba** podle odstavce 1, zanikne jeho právo vypovědět pojištění.

Section 2791 of the Civil Code

(1) If the insurer proves that he would have concluded the contract under other conditions had an increased insurance risk existed at the conclusion of the contract, he has the right to propose a new amount of insurance premiums. If the insurer fails to do so within one month from the date on which he was notified of the change, his right is extinguished.

(2) If the proposal is not accepted or the newly determined insurance premium paid within the stipulated period, or otherwise within one month from the date on which the proposal was delivered, the insurer has the right to terminate the insurance by giving eight days' notice; however, the insurer does not have the right if he failed to inform of the possibility of termination in the proposal. If the insurer does not terminate the insurance within two months from the date on which he received a statement of disagreement with the proposal, or on which the **period** under Subsection (1) expired without the insurer having presented any proof, his right to terminate the insurance is extinguished.

As subsection (1) clearly required the insurer to make an act, i.e. to propose higher insurance premium, the correct term to be used according to the above-introduced rules would be *lhůta*, not *doba*.

More inconsistencies on part of the legislator have been identified as part of this study, but this paper focuses on the uses of these two terms which follow the introduced rules.

Methodology

As mentioned above, for non-lawyers unaware of the difference, *doba* and *lhůta* could be considered synonyms. However, as Tiersma (1999: 182) notes “for lawyers, even if words are similar, they are apparently never identical.” Therefore, *doba* and *lhůta* should rather be considered plesionyms or near-synonyms, and as such they often prove troublesome in translation as their correct use requires knowledge of extralinguistic entities, processes, generic conventions etc. As argued by Goźdz-Roszkowski (2013: 95) for the language of law, the difference between such near-synonyms may be determined based on their syntagmatic relations, namely their collocational patterns and contextual relations, which is also the approach adopted in the first part of this study.

Another problem with such near-synonyms lies in the fact that they are often not accounted for sufficiently in dictionaries. The nature of such synonym variation is, however, central to translators, as they must first interpret the meaning of the Czech semantically-related terms in their respective contexts and only then can they establish interlingual equivalence.

The present legal-linguistics study makes an eclectic use of a number of methods in order to provide as exhaustive as possible an account of how *doba* and *lhůta* are used in Czech and how they can be translated into English. The first part of the study, where the collocational profiles of *doba* and *lhůta* are established, uses a corpus-based method. A corpus of the Czech Civil Code was compiled and analysed using Sketch Engine. In line with Bhatia, who claims (2004: 207) that “in legislative genres the form-function correlations are almost formulaic, and it is often not necessary to base findings on large corpora,” a small-scale corpus consisting of a single act is

considered sufficient. Subsequently, a qualitative analysis of the collocates and phraseological patterns of the terms is carried out with a view to accounting for the semantic difference between *doba* and *lhůta*. The frequencies of individual collocations are not considered as even a low-frequency collocation may prove useful to determine the meaning, whereas a high-frequency one may in fact be too general to reveal anything about the semantics of the terms.

Table 1. Size of corpus and frequencies of *doba* and *lhůta*.

Corpus	Tokens	AF: <i>doba</i>	i.p.m.	AF: <i>lhůta</i>	i.p.m.
Civil Code	162,865	704	4322.6	288	1768.3

Table 1 above shows the corpus size and the absolute and relative frequency of *doba* and *lhůta*. The higher frequency of *doba* is also due to the polysemous nature of *doba*, which is used both to denote a period of time (*výpovědní doba* – *notice period*) and a point in time (*doba doručení* – *delivery time*). Out of the total number of occurrences, in 145 instances⁵ *doba* was used synonymously with a moment, i.e. to denote a point in time.

The second part of the paper discusses the translation of *doba* and *lhůta* into English. As a starting point for the analysis, a comparable corpus of civil legislation drafted in English has been compiled. Given that the branch of civil law as defined in the continental tradition does not exist in common-law countries, the corpus cannot be strictly comparable. The aim was to include English texts using civil-law terminology (Louisiana and Quebec Civil Codes) as well as common-law terminology (US Uniform Commercial Code, UK Sales of Goods Act 1974). The comparable corpus has 535,051 tokens and was used to verify possible English equivalents of *doba* and *lhůta* suggested by bilingual legal dictionaries. However, the mere comparable corpus analysis proved to be insufficient for establishing the interlingual equivalence because it rendered more possible equivalents for some Czech collocations identified in the first part of the study, and failed to render any candidates for others. Therefore, it

⁵ The total number of occurrences was classified manually by the author. Sometimes, the phrasing of the statutory provision does not make it possible to make an unambiguous judgment. For example, *doba splatnosti* may be understood both as a period (*maturity period*) and the final point of the period (*due date*).

was supplemented with a comparative conceptual analysis (cf. Chromá 2014b: 46-49) for some uses of *doba* and *lhůta*.

Finally, the comparable corpus was qualitatively explored to search for any structures that may be relevant in the context of expressing time limits and periods in English, but failed to be revealed by checking for the dictionary equivalents. The potential of such structures as translation equivalents was analyzed.

Collocational profile of *doba* and *lhůta* in Czech

Using the SketchEngine tools typical verbal and adjectival collocations have been extracted to see whether these can tell the semantic difference between *doba* and *lhůta*.

Table 2. Adjective collocations of *doba* and *lhůta*

Lhůta	Doba
<p>promlčecí [limitation] přiměřená [reasonable] dodatečná [additional] zkušební [trial] prekluzivní [peremptory] zákonná [statutory] reklamační [for complaining] popěrná [to deny paternity] náhradní [substitute]</p>	<p>výpovědní [notice] přiměřený [reasonable] pojistná [insurance] záruční [warranty] vydržecí [of acquisitive prescription] vhodná [appropriate] dlouhá [long] zkušební [trial] stejná [identical] přechodná [transitory] pozdní [late] nezbytná [necessary] krátká [short] zákonná [statutory] smluvená [contractual] čekací [waiting] skutečná [actual] rozumná [reasonable] přesná [exact] provozní [operational] počáteční [initial] potřebná [required] nutná [necessary] konečná [final]</p>

The adjectival collocations in bold constitute terms with a precise legal meaning, the remaining adjectival collocations are general collocations which may be, even if not used in the law, used with both *doba* and *lhůta*, and as such cannot be used to discriminate the meaning. In the terminological collocations *zkušební* appears as a premodifying adjective used with both *doba* and *lhůta*. Apart from the case of incorrect use presented in Example 1, both of these terms exist as terms consistent with the introduced distinction. *Zkušební lhůta* is used in connection with the trial purchase where the purchaser is required to try the goods within the defined time, whereas *zkušební doba* is used in relation to employment where no act is required, and if successfully completed, the employment continues.

Table 3. Verb + noun collocations of *doba* and *lhůta*

Lhůta	Doba
počítat [<i>compute</i>]	počítat [<i>compute</i>]
určit [<i>determine</i>]	určit [<i>determine</i>]
ujednat [<i>agree</i>]	ujednat [<i>agree</i>]
prodloužit [<i>extend</i>]	prodloužit [<i>extend</i>]
zachovat [<i>keep</i>]	vyměřit [<i>set</i>]
stanovit [<i>set</i>]	stanovit [<i>set</i>]
poskytnout [<i>allow</i>]	vymezit [<i>define</i>]
změnit [<i>vary</i>]	započítat [<i>include</i>]
dodržet [<i>meet</i>]	omezit [<i>restrict</i>]
zkrátit [<i>reduce</i>]	zkrátit [<i>reduce</i>]

Table 4. Noun + verb collocations of *doba* and *lhůta*

Lhůta	Doba
uplynout [<i>expire</i>]	uplynout [<i>expire</i>]
trvat [<i>last</i>]	uběhnout [<i>expire</i>]
skončit [<i>terminate</i>]	končit [<i>terminate</i>]
činit [<i>equal</i>]	činit [<i>equal</i>]
platit [<i>apply</i>]	
běžet [<i>run</i>]	
počítat [<i>compute</i>]	
se prodlužuje [<i>is extended</i>]	
se zkracuje [<i>is reduced</i>]	
se staví [<i>is suspended</i>]	

The verbal collocates for both *doba* and *lhůta* have the same collocational profile (talking about periods of time) and do not help to discriminate between the two either.

There is, however, one collocational pattern that indicates the difference in meaning, and that is the structure noun + preposition + noun. The two prepositions that occur in such a structure are Czech prepositions *k* and *pro* (*to + verb, for + -ing*), which are used to indicate purpose and followed by a deverbal noun, and these are used exclusively⁶ with *lhůta*, which is a clear indication of the act that is required to be made. In total, there are 18 different collocations of *lhůta k* and 18 different collocations of *lhůta pro*. Sometimes, both of the prepositions are used interchangeably: *lhůta k/pro podání odvolání* (*to lodge an appeal/for lodging an appeal*), which is once again a sign of bad terminological practice.

Another frequent structure with *lhůta* is the following *ve + lhůtě + time expressions* (*in + the period/time limit of + time expression*), such as *ve lhůtě 30 dnů*. A similar expression is found with *doba* in the structure *po + dobu + time expression* (*during + the period + time expression*), such as *po dobu 15 dnů*.

In general, *doba* is mostly used in adjectival collocations (*zkušební doba – trial period*) or postmodified by a genitive structure (*doba nájmu – period of lease, doba výkonu funkce – period of office*). The latter is a productive use for creating terms as more than 80 different collocations of this type occur in the analysed corpus, the majority of which refers to term of agreement.

Establishing interlingual equivalence

The difference between *doba* and *lhůta* should also be taken into consideration when translating these terms and the phrases and collocations they are part of from Czech into English. The equivalents suggested in a respected Czech-English legal dictionary (see Table 5)

⁶ In the analysed corpus there is one instance of *doba pro uplatnění práv z vadného plnění* where the correct term to be used is *lhůta* as it is a time limit to claim rights arising from liability from defects.

show that no straightforward linguistic equivalence seems to be possible.

Table 5. Dictionary equivalents of *doba* and *lhůta* (Chromá 2010)⁷

Lhůta	Doba
term	period
period	term
time limit	time
deadline	age

When looking for a similar differentiation of time periods in the language of law in English, there is one introduced by Adams (2013: 2003) for the language of contracts, who distinguishes between forward-running and backward-running periods. Forward running periods are introduced by *from/following after* as in *Smith may exercise the option during the 10 days from his receipt of the Option Notice*. This is *lhůta* in Czech because a right to exercise the option is implied. The backward-running periods are introduced by *before* as in *Acme may exercise the Option during the 10 days before the exclusivity expires*. This usage also corresponds to *lhůta* in Czech. In addition, backward-running periods also specify the minimum amount of notice that must be given as in *Smith shall provide Jones with at least 10 days' prior notice of any Proposed Transfer*. This usage corresponds to *doba* in Czech. Although the differentiation is not identical to the Czech one, it shows that there exists a need for making some sort of difference between different periods of time.

As the dictionary check shows (Chromá 2010), it is clearly not possible to introduce one-to-one equivalence and have a one-fit-all solution for translating *doba* and *lhůta* into English. Therefore, a more sophisticated approach, based on the status and context where the two are used, must be adopted. For the translation purposes, the occurrences of *doba* and *lhůta* may be divided into three categories, each of which requires a different translation approach. The categories are as follows: a) terminological uses (e.g. *promlčecí lhůta – limitations period*, *vydržecí doba – period of acquisitive prescription*) where the equivalents must be established by means of conceptual

⁷ For both *doba* and *lhůta*, the dictionary does not list only such context-free equivalents, but in addition includes a number of terminological units and their English equivalents.

analysis; b) semi-terminological productive uses (*doba* + genitive such as *doba nájmu* – term of lease, *lhůta k/ pro* – time limit to do something), and c) part of complex prepositional phrases (*ve lhůtě* + time expression, *po dobu* + time expression) where *doba* and *lhůta* are used as a general noun indicating that what follows is a time expression.

The first category will be illustrated with the case of *promlčecí lhůta* and *vydržecí doba*. As for the former, there is no statutory definition of the term, and an equivalent must first be established for the designation of the legal institution of *promlčení*. Chromá (2011) has shown that a number of both descriptive and prescriptive equivalents exist and are used in English: *statute of limitations*, *limitation of action*, *time-bar*, *lapse of time*. The BLD⁸ (2009: 1012) includes as one of the meanings of limitation “a statutory period after which a lawsuit or prosecution cannot be brought in court” and lists the following synonyms *limitations period*, *limitation period*, *limitation of action*. Interestingly, the BLD (2009: 1546) defines statute of limitations as either “a law that bars claims after a specific period of time, specific. a statute establishing a time limit for suing in a civil claim, based on the date when the claim accrued” and “a statute establishing a time limit for prosecuting a crime, based on the date when the offense occurred” and lists *nonclaim statute* and *limitations period* as synonyms. It follows from the definitions that in the English understanding of *statute of limitations* the difference between the period and the legal institution is blurred to a great extent and the terms are used indiscriminately.

There, however, exists a striking difference in the terms denoting *statute of limitation* in the Czech Civil Code and civil legislation in English speaking countries. Whereas the Czech Civil Code contains the phrase *promlčecí lhůta* 55 times, the corpus of English laws includes *limitation period* twice and *statute of limitation* 6 times. The explanation could lie in the difference between civil law and common law, but also in different means of expressing the time limits as illustrated by Examples 3 and 4.

Example 3. Statute of limitations in the UCC

Section 72.7250 of the UCC

⁸ Black’s Law Dictionary (Garner et al. 2009)

Statute of limitations in contracts for sale

(1) **An action for breach of any contract for sale must be commenced within four years after the cause of action has accrued.**

By the original agreement the parties may reduce the **period of limitation** to not less than one year but may not extend it.

(2) A cause of action accrues when the breach occurs, regardless of the aggrieved party's lack of knowledge of the breach. [...]

(3) Where an action commenced **within the time limited by subsection**

(1) of this section is so terminated as to leave available a remedy by another action for the same breach such other action may be commenced **after the expiration of the time limited and within six months** after the termination of the first action unless the termination resulted from voluntary discontinuance or from dismissal for failure or neglect to prosecute.

It follows from Example 3 that in English the term itself only occurs in the heading of the section and the actual period is defined using a different phrasing. To talk about reduction or extension of the period, the term *period of limitation* is used, which is a variant to *limitation period*, but was omitted in the BLD. In Subsection 3 in the Example yet another phrase is used as an equivalent to Czech *lhůta: time limited by*, which is a slightly different formulation that would be used in Czech (*time limit defined by*). In this case, the general meaning of *time* is assigned the meaning of *lhůta* by means of a postmodifying participle.

Unfortunately for the translator, *limitation* is not the only possible equivalent of *promlčení*. In the Civil Codes of Louisiana and Quebec (i.e. civil law influenced legislation) there are 304 occurrences of the term *prescription*. The BLD (2009: 1302) includes the following meanings of *prescription* relevant to this study:” a) The effect of a lapse of time in creating or destroying rights b) The extinction of a title or right by failure to claim or exercise it over a long period of time (negative/extinctive prescription) c) The acquisition of a title to a thing by open and continuous possession over a statutory period (acquisitive/positive prescription).” This makes the term *prescription* highly polysemous as it denotes three very distinct legal institutions under Czech law: a) *promlčení* or *prekluze*, b) *prekluze* and c) *vydržení*. Moreover, as the following example illustrates it is also used to denote the respective period.

Example 4. Use of *prescription* to denote a period of time

Article 3083 of the Louisiana Civil Code

Compromise suspends **prescription**

A compromise entered into prior to filing suit suspends the **running of prescription** of the claims settled in the compromise.

Article 3465 of the Louisiana Civil Code

Interruption of **acquisitive prescription**

Acquisitive prescription is interrupted when possession is lost.

In both articles cited in Example 4 *prescription* is used to denote a period of time. In the first case it refers to *liberative prescription* and needs to be translated into Czech as *promlčecí lhůta*, in the second case it refers to *acquisitive prescription* and needs to be translated into Czech as *vydržecí doba*. The term prescription is even used in collocations stating its lengths such as *five year prescription*, *liberative prescription of five years*, *acquisitive prescription of ten years* (extracted from the Louisiana Civil Code). To sum up, when translating the term *prescription* into Czech caution must be taken to interpret it correctly given its legal context. Due to its polysemous nature, Chromá (2014: 126) suggests that it should never be used without a premodifying adjective when translating from Czech into English⁹.

Example 5. Statute of limitations in the Louisiana Civil Code

Art. 3501. Prescription and revival of money judgments

A money judgment rendered by a trial court of this state **is prescribed by the lapse of ten years from** its signing if no appeal has been taken, or, if an appeal has been taken, it **is prescribed by the lapse of ten years from** the time the judgment becomes final.

An action to enforce a money judgment rendered by a court of another state or a possession of the United States, or of a foreign country, **is barred by the lapse of ten years from its rendition**; but such a judgment is not enforceable in this state if it is prescribed, **barred by the statute of limitations**, or is otherwise unenforceable under the laws of the jurisdiction in which it was rendered.

⁹ Above the lack of consistency on part of the Czech legislator has been criticized. However, it seems that the English legislator sometimes lacks consistence as well as the following example from the Quebec Civil Code shows: PERIODS OF ACQUISITIVE PRESCRIPTION
2917. The period **for** acquisitive prescription is 10 years, except as otherwise determined by law.

Example 5 shows other phrases, mostly passive structures where the time expression is introduced by a *by phrase*, that are used in laws drafted in English in cases where the Czech law would use *lhůta*, either *promlčecí*, or *prekluzivní* (e.g. *Prekluzivní lhůta u rozsudků na peněžitá plnění je 10 let od okamžiku, kdy je rozsudek podepsán. The period of extinctive prescription of money judgments is 10 years from the date of signing.*)

The second category is semi-terminological, i.e. where the terms *doba* and *lhůta* are used as part of legal terms but these terms are created productively. It is precisely in this case where a corpus search for possible equivalents may be useful. In the table below you can see the frequency of the dictionary equivalents for *doba* and *lhůta* (cf. Table 6).

Table 6. Frequency of dictionary equivalents for *doba* and *lhůta* in civil legislation drafted in English and the most frequent collocations

Equivalent	Absolute frequency	i.p.m.	Most frequent collocations
Period	323	478.1	Time period Credit period Prescriptive period Peremptive period Payment period Financial period Waiting period Period of storage Period of time Period of limitation Period of the new lease term Period of termination Period of effectiveness Period of possession Period of usufruct Period of suspension Period of grace Period of vacancy
Term of ¹⁰	91	134.7	Term of lease (agreement) Term of renewal Term of assurance Term of credit Term of office

¹⁰ To mean a period of time, *term* is always postmodified by an *of phrase*. This makes it possible to eliminate uses of *term* to mean a condition.

Time	1510	2235	Time for (54) Time for taking an action Time for performance Time for acceptance Time for payment Time for giving notice Time for appeal Time to: premodified – reasonable/additional Time to present a document/excuse Time to comply with Time to ascertain the validity Time to perform Within a reasonable time (77) Within the time (38) Time prescribed Time allowed (to remove/for removal)
Time limit	13	24.3	Time limit for short term right to refuse
Deadline	9	13.3	Midnight deadline

The overview of the possible equivalents of Czech *doba* and *lhůta* is another confirmation of the fact that one-to-one equivalence is impossible to be established. The most intuitive equivalents for *lhůta* show very low frequency: *Deadline* seems basically not to be used at all in legislative texts (only a single collocation in the analysed laws), *time limit* is limited to a very small number of occurrences in a general sense. In addition, there are a number of collocations where *time* and *period* are used as equivalents of *lhůta*. With *period* these are mostly the terminological used (*period of limitation*, *peremptive period*), whereas for *time* these are mostly semi-terminological uses in the structure *time for* + ing/noun or *time to* + infinitive, or *within the time* and *within a reasonable time* which corresponds to a frequent Czech construction *v přiměřené lhůtě*.

In many cases the meaning of *lhůta* is only implied by the preposition *within*. According to Adams (2013: 204) the preposition is ambiguous as it may refer both to a backward-running as well as forward-running period as in *To validly exercise the Option, Acme must submit an Option Notice to Widgetco within seven days of the anniversary of the agreement*. In theory and without further context,

the sentence may mean both seven days after the anniversary or before the anniversary. In fact, the ambiguity is partially caused by the preposition *of* because if a preposition such as *after* or *before*, whose time reference is not ambiguous, was used, the sentence would no longer be ambiguous. In the analysed texts, however, this potential ambiguity seems not to occur as *within* indicates only forward-running periods.

There is also a striking disproportion of the number of occurrences of *lhůta* and *doba* and the translation candidates in the English corpus given the higher number of tokens. This may also be due to a different pattern of expressing the time limits in general as may be evidenced in the following example.

Example 6. Talking about time limits in legislative language

§ 785

(1) Manžel **může do šesti měsíců** ode dne, kdy se dozvěděl o skutečnostech zakládajících důvodnou pochybnost, že je otcem dítěte, které se narodilo jeho manželce, popřít své otcovství u soudu, **nejpozději však do šesti let** od narození dítěte. [...].

(2) Byla-li svéprávnost manžela před uplynutím **popěrné šestileté lhůty** omezena tak, že sám otcovství popřít nemůže, může je popřít jeho opatrovník, kterého pro tento účel jmenuje soud, **a to ve lhůtě šesti měsíců** od jmenování soudem.

Section 785

(1) A husband may deny his paternity in court **within six months from** becoming aware of the facts constituting reasonable doubt that he is the father of a child born to his wife, but **no later than six years** after the birth of the child. [...]

(2) If, **within the six-year time limit for denial**, legal capacity of a husband was limited in a way making him unable to deny paternity, the paternity may be denied by his guardian appointed for this purpose by a court, **within six months from** the appointment by the court.

Article 198 of Louisiana Civil Code. Father's action to establish paternity; time period

A man may institute an action to establish his paternity of a child at any time except as provided in this Article. The action is strictly personal. If the child is presumed to be the child of another man, **the action shall be instituted within one year from the day of the birth of the child**. Nevertheless, if the mother in bad faith deceived the father of the child regarding his paternity, **the action shall be instituted within one year** from the day the father knew or should have known of his paternity, or **within ten years from** the day of the birth of the child, whichever first occurs. In all cases, the action shall be instituted **no later than one year**

from the day of the death of the child. The **time periods** in this Article are peremptive.

In Example 6 there are to a certain extent equivalent provisions of the Czech and Louisiana Civil Codes governing the denial of paternity. It can be seen that in the Czech provision, *lhůta* is used twice (underlined) to talk about a specific time limit to do something, whereas in the English provision, all specific time limits are defined without using the actual word, but using a passive structure. From the official translation of the Czech provision it can also be seen that the translator felt the need to keep *popěrná lhůta* in the first occurrence in English as a term. It was omitted in the second case as a third category use (see below). In the English provision, *time period* is used, but only to talk about the time limits in the given provision generally.

Example 7: Potential for structural reformulation

§ 1862 (2)

Byl-li však tento formulář spotřebiteli vydán do jednoho roku ode dne, kdy byla smlouva uzavřena, popřípadě ode dne, kdy spotřebitel obdržel její vyhotovení, nastal-li později, **končí lhůta pro odstoupení čtrnáctým dnem od obdržení formuláře.**

Section 1862 (2)

However, if the consumer was provided with the form within one year from the date on which the contract was concluded or, where applicable, from the date on which the consumer received a copy of the contract if it occurred later, **the time limit for withdrawal shall end on the fourteenth day from the receipt of the form.**

CZECH

TIME LIMIT + FOR + ACTIVITY + COPULA + TIME



ACTIVITY + MODAL + PAST PARTICIPLE + WITHIN + TIME

ENGLISH

The application for authorization must be made within one month after the refusal by the lessee.

Example 7 suggests the difference in structure in statutory provisions defining time limits. Whereas in Czech, the actual word *lhůta* pre-

post-modified by the activity is used as a subject of the sentence followed by copular (*je, čini*) or aspectual verbs denoting a beginning or end (*končí*) complemented by the actual time expression, in English (as also evidenced by Example 6) it appears to be more common to have the actual activity as the subject of the sentence followed by a modal (may/shall/must/to be) passive structure and complemented by a prepositional phrase *within* and the actual time expressions. Active structures may also be found (*Every creditor of support may within six months after the death claim a financial contribution from the succession as support.*), but given the general tendency of legal language to favour passive structures, the active ones appear to be less frequent. This is in no way to be understood as a strict generalization claiming that one structure is used only in Czech, and the other only in English, but rather as an observation, which, if followed, may lead to higher idiomaticity of translations. The structure omitting the actual word *lhůta* is also found in the Czech act both in the passive form or a in an active voice with the agent used as the subject (see the first sentence in Example 5). How this can be applied in practice as illustrated in Example 8, where the official translation of a Czech statutory provision is reformulated in line with the above recommendation.

Example 8. A statutory provision reformulation.

§ 2152

(1) Uzavřením kupní smlouvy s výhradou lepšího kupce nabývá prodávající právo dát přednost lepšímu kupci, přihlásí-li se v určené lhůtě. Tato lhůta činí u movitých věcí tři dny a u nemovitých věcí jeden rok od uzavření smlouvy.

Section 2152

By concluding a contract of sale with a reservation of a better buyer, a seller acquires the right to give priority to a better buyer if the better buyer claims his interest within a particular time limit. **This time limit is three days** from the conclusion of the contract for movable things and **one year** from the conclusion of the contract for immovable things.

Section 2152: Reformulated

When a contract for sale includes a better offer clause, the seller may give preference to the better offer if received within a statutory time limit. It must be received **within three days or one year** for moveable and immoveable things respectively after the contract has been entered into.

When *doba* means a point in time, then *time* seems to be the most frequent English equivalent mostly in the structures *at/from/after/before the time (of/that)*. When *doba* denotes a period of time, *period*, *time* and *term* are the possible equivalents. *Term* is the corresponding term when *doba* is used to talk about a term of contract (see the above collocations), in more term-like collocations *period* is used in this sense as well (*period of possession/suspension*).

The last category of expressions where *doba* and *lhůta* are used are the complex prepositions *ve lhůtě* and *po dobu*. In this case, a literal translation *within the period/time limit* and *during/for the period of* respectively would be acceptable in English and can be found in legislation drafted in English. However, they also occur on the lists of words to be eliminated or simplified in plain language efforts¹¹, and therefore they be best avoided when translating into English and only simple prepositions *within* and *for/during* should be used directly followed by the time expression.

There is one special category of uses of *doba* and *lhůta* in provisions on computation of time, without any modification. Such cases require special treatment as shown in Example 9.

Example 9. *Doba* and *lhůta* used together.

Section 605 of the Czech Civil Code on computation of time

Lhůta nebo doba určená podle dnů počíná dnem, který následuje po skutečnosti rozhodné pro její počátek.

Official translation

A **time limit or period** specified in days begins on the day following the occurrence of the fact that is decisive for its commencement.

In such cases, where general time computation rules are introduced, it is not advisable to keep the distinction, as the Czech terms are translated by different ways according to their different uses, and the official translation could thus narrow the scope of the provision excluding cases where *deadline*, *term* or *time* are used as terminological or idiomatic equivalents, which could have significant interpretative consequences. Therefore, either a generalizing strategy (*Any period of time, however expressed or called, specified in days*

¹¹ <http://www.plainlanguage.gov/howto/wordsuggestions/simplewords.cfm>

begins on the day following the occurrence of the fact that is decisive for its commencement) or an enumeration of all equivalents used in the translation of the law (A **period, term, time limit, time or deadline specified in days begins on the day following the occurrence of the fact that is decisive for its commencement**). In my opinion, the former is more convenient, as it would also cover the cases where reformulation strategies have been used.

Concluding remarks

In conclusion, the attempt to introduce a clear distinction between *doba* and *lhůta* by the Czech legislator has been successful only to a certain extent as the illustrations of inconsistent use show. Furthermore, in other branches of law the distinction is not kept at all. For example, the Criminal Code systematically uses *promlčecí doba*, which may add to the confusion. The collocational patterns are, in large part, of little help to see the distinction more clearly.

For translators, the challenge posed is twofold. First, it is not possible to use one-to-one equivalent for neither *doba* and *lhůta* when translating into English and each time the translator encounters either of these terms as part of a Czech expression, he or she must first determine its use (terminological or non-terminological) and adopt a translation strategy accordingly, whether a nominal equivalent or a reformulation strategy, for which the examples in this study may serve as inspiration. It clearly follows from the above that each of the terms may have several translation equivalents even within a single texts, and therefore a thorough analysis of the linguistic as well as legal context is necessary.

Second, when translating any time expressions from English to Czech, the translator should have the difference in mind and, especially in cases of terms that may correspond to either *doba* or *lhůta*, he or she needs to take care to opt for the correct Czech equivalent in the given branch of law.

It is hoped that this paper has shown that even terms which may seem not as difficult to translators in comparison with “hard-core” legal terms may also pose significant problems and that it has managed to provide some guidelines on coping with the translation of

such terms and achieving both terminological equivalence and phraseological idiomaticity.

Bibliography

- Adams, Kenneth A. 2013. *A Manual of style for Contract Drafting*. American Bar Association
- Bhatia, Vijay K, Nicola Langton, & Jane Lung. 2004. Legal Discourse: Opportunities and threats for corpus linguistics. In: *Discourse in the Professions – A Corpus Linguistics Approach*, edited by Ulla Connor and Thomas Upton. Amsterdam: John Benjamins Publishing Co, pp. 203-231
- Chromá, Marta. 2010. *Česko-anglický právní slovník*. 3. vyd. Voznice: Leda
- Chromá, Marta. 2011. Synonymy and Polysemy in Legal Terminology and Their Applications to Bilingual and Bijural Translation. *Research in Language 9 (1)*: pp. 31-50
- Chromá, Marta. 2014a. “The new Czech Civil Code – lessons from legal translation – a case-study analysis.” In: *The Ashgate Handbook of Legal Translation*, edited by Le Cheng, King Kui Sin and Anne Wagner, Farnham: Ashgate, pp. 263-299
- Chromá, Marta. 2014b. *Právní překlad v teorii a praxi*. Praha: Karolinum
- Elischer, David, Frinta, Ondrej. Pauknerová, Monika, 2013. Recodification of Private Law in the Czech Republic. In: *The Scope and Structure of Civil Codes* edited by Julio César Rivera. Dordrecht: Springer, pp. 105-132
- Explanatory Memorandum to the Czech Civil Code. 2013. Available from <http://obcanskyzakonik.justice.cz/index.php/home/zakony-a-stanoviska/texty-zakonu>
- Garner, Bryan A., Henry Campbell Black, a Ian Sumner. 2009. *Black's Law Dictionary*. 9. vyd. St. Paul: West
- Goźdz-Roszkowski, Stanisław. 2013. Exploring near-synonymous terms in legal language. A corpus-based phraseological perspective. In: *Linguistica Anverpiensia New Series - Themes in Translation Studies*, 13. pp. 94-109

- Klabal, Ondřej, a Michal Kubánek. 2013. Plain or Archaic: The New Czech Civil Code Going against the Flow. [in:] *Comparative Legilinguistics* 12, pp. 9-19
- Matulewska, Aleksandra. 2007. *Lingua Legis in Translation*. Frankfurt: Peter Lang
- Riley, Alison. 1995. The Meaning of Words in English Legal Texts: Mastering the Vocabulary of the Law – A Legal Task. *Law Teacher* 29–30, 68–83
- Tiersma, Peter M. 1999. *Legal language. 2nd edition* Chicago: Univ. of Chicago Press