POLYSEMY IN LEGAL ENGLISH

The same word may have more than one meaning. This is what we called “polysemy”. We should pay attention to pick up the appropriate meaning for the word when we are doing the translation. The wrongfully selected word may make the sentence go to the opposite direction and thus destroy the whole translation.

When we encounter polysemy, the best way to distinguish the meanings is to make reference to the context and understand the purpose of the drafter. Here I raise some examples for your reference.

1. **Discharge.**

1) to perform one’s duties.

He discharged his obligations after the call of the creditors. 他在债权人的督促下履行了自己的义务。

2) to dismiss someone from a job.

The judge discharged the jury法官解除该陪审员的职务。

3) to pay one’s debts or obligations.

He discharged all his debts before he went abroad. 他在出国前清偿了所有债务。

4) to release from some legal obligations.

His liability to pay the loan to the bank was discharged due to his bankruptcy. 他对银行的借款偿还义务因其破产而被免除。
2. Execute.

1) to finish, complete, or perform as required, as in fulfilling one’s obligations under a contract or a court order.

in the course of the execution of the contract

2) to sign and otherwise complete a document, such as acknowledging the signature if required to make the document valid.

The contract shall take effect upon its execution

3. Good.

1) Effective.

Now therefore, in consideration of the premises, and the representations, warranties, covenants, and undertakings of the parties hereinafter set forth, and for other good and valuable consideration, the parties agree among themselves as follows.

2) Legally sufficient

Neglect of duty is good cause for removal of a trustee. “good cause” here means a legally sufficient reason.

3) to be qualified under relevant laws and regulation.

Party A is a company duly organized, validly existing and in good standing as a legal person under the laws of the PRC.

4) to be honest, fair
If any term or provision of this Agreement shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term or provision shall be severed from this Agreement shall be deemed to be deleted from this Agreement, provided that if such deletion materially affects or alters the basis of this Agreement, the parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances.

4. Accept

1) “accept” is a concept in contract law, which is corresponding to “offer”.

A contract may be formed if an offer is accepted within the specified time and in the required manner.

2) “accept “ is often used in law of negotiable instrument, meaning “to consent to pay”.

The draft is accepted by the negotiating bank.

5. Action

“Action” is one of the words that most commonly used in legal English.

1) Lawsuit.

Party A shall defend Party B in any action resulting from the infringement
of the licensed intellectual property。

Other phrases like “file an action”, “cause of action”, etc.

2) the conduct that is corresponding to “forbearance”

Any negligent conduct of Party A, whether it is action or forbearance, that resulted in loss of party B shall be deemed to be breach of this Contract.

6. Advise

1) “Advise” means the attorneys or legal professions provide their advice. The partner of the law firm advised the Manager on various specialist legal issues.

2) to notify or inform.

The use of advise in the sense of “inform, notify,” was restricted to business correspondence and legal contexts. For example,

The suspects were advised of their rights.