

Global Jurist Topics

Volume 3, Issue 1

2003

Article 3

Law and Language in the European Union

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Law and Language in the European Union

Viola Heutger

Abstract

In this paper I would like to elaborate on the interaction between law and language. The use of the different (legal) languages of the European Union Member States is one of the most practical and most difficult problems in the process of European integration. In February 2003 the Commission launched an Action Plan on European Contract Law. One of the official aims will be the preparation of a common frame of reference, providing a pan-European terminology and rules. Still not solved is the question, if this common frame of reference will be accessible in all Member State languages or only in some selected languages. This article will reflect the need of a better and more coherent legal language use on a European Union level and describe the linguistic instruments offered by national States and the European Union itself.

Introduction*

Law and Language are interacting partners all over the world. But due to the European Union it is also a very specific problem for European lawyers and translators/interpreters. Translators must translate written law into the official languages of the European Union. Spoken language must be interpreted, in order to have a common understanding of official speeches within the European Union's institutions. Inside the European Union the use of different languages is one of the obstacles to the integration process. Legal language goes beyond the proper use of a national language. Legal language is concept -based and is not centred on linguistic knowledge.¹

I think that we can all agree that

- Language exists in written or spoken form

- Language is a system of conventional symbols

- Language is a general means of communication

- Members of a social group, culture and profession use the same language. For example we can think of discourse between lawyers from the same legal system.

We can also agree that language is a source of misunderstanding between people belonging to different social groups, cultures or professions. We only have to think of an American consumer speaking to a German lawyer.²

One can state that legal language cannot be anything more than cross -cultural and inter -legal discourse, which is used by members of only one social group and culture.

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¹ So even German speaking lawyers from Austria, Germany, Liechtenstein and Switzerland will not understand automatically each other's concept -based legal terminology. It cannot be expected e.g. that the German knows what is meant by the Austrian terms of a *Präsenzdiener* or a *Landeshauptmann*, a *Aufsandungsurkunde* or a *Superädifikat*.

² Let us imagine cases on damages or product guarantees. Both parties will have complete different concepts in mind.

This theory on what is meant by legal language is very narrow. According to this understanding there must automatically be problems in communication when a German lawyer speaks to a Dutch lawyer. Any discourse concerning legal topics between an English consumer and a German lawyer is even more difficult and the discourse will not be very clear and will be full of misunderstandings. From the point of view of European legal integration and the achievements of comparative law research I disagree with this limited concept of legal language.

In my understanding of European legal integration there must be a place for interaction between different groups. Within different groups I mean between lawyers and non-lawyers, and, on another level, even between consumers and professionals. To reach this common use of language we need to develop a curriculum for a more coherent linguistic and terminological use inside the European Union.

European law harmonisation through a common legal language

In my opinion legal harmonisation can only be attained by standardising legal terms within the European Union. Recently the European Commission launched an Action Plan on a more coherent European Contract Law.³ In this Action Plan the elaboration of a common frame of reference is mentioned. This common frame of reference will be publicly accessible.⁴ It should provide for best solutions in terms of common terminology and rules.⁵ Now, in the third millennium, the Commission starts to be aware of the need of a common terminology. Unfortunately in no word the Commission is mentioning the legal systems nor the legal terminology of the acceding Eastern-European Countries. With curiosity the reaction of all interested

3 (en) http://europa.eu.int/comm/consumers/policy/developments/contract_law/com_2003_68_en.pdf.

This Action Plan was result of the process of consultation and discussion about the way in which problems resulting from divergences between national contract laws in the EU should be dealt with at the European level. This initiative dates back to July 2001 when the commission launched a communication on European Contract law.

http://www.europa.eu.int/comm/consumers/policy/developments/contract_law/cont_law_02_en.pdf.

4 Action Plan, 59.

5 Action Plan, 62.

parties to the Action Plan can be expected. ⁶The Commission itself does not name a programmatic approach to solve the open issues. ⁷

Legal language is a specific, professional and very often also a specialist -to-specialist language. The fact that legal language represents specialist -to-specialist communication will be obvious even to the layman as soon as he becomes involved with the law. He/she will usually have to resort to an interpreter (a legal professional) fairly soon. The interpreter is aware of the problem that besides European language use, there is also the national terminological use of a language. Therefore the meaning of a term can differ on a European level in comparison to the national level.

Different legal terminology forms an obstacle to European integration. The standards within the different legal fields may remain different.

Foreign languages in comparative research

In the discipline of comparative law the closer relationship between law and language has certain consequences. A comparative lawyer has to translate continually. Even if he/she knows the language of the country where he/she is carrying out his/her research, later when explaining the outcome of this research, he/she has to translate into another language.

Comparative lawyer must report the contents of a foreign legal system in their own language. ⁸ Furthermore, comparative lawyers inform others about their own system in legal languages other than their own and quite often they must speak and write on the contents of foreign legal systems in legal terms which do not belong to the language which that system uses as its own legal language. Translations of legal terms from one language to another very often mean the transferral of terms /concepts from one legal system to another. The exact use of language is one of the core issues in comparative law.

⁶All parties that wish to contribute to the debate are requested to send their contribution by 16.5.2003 to European Commission, 1049 Brussels, or in electronic form to European -Contract-Law@cec.eu.int.

⁷ A critical review of the Action Plan can be found in Jusletter 17.2.2003, Viola Heutger, Ein kohärenteres europäisches Vertragsrecht, see www.jusletter.ch. Linguistic problems are touched in Rz. 14 and 15.

⁸ Rudolfo Sacco has included a separate chapter on the use of language in comparative research in his book "Einführung in die Rechtsvergleichung", Baden Baden 2001, translated by Jacob Joussen, the original title in Italian, *Introduzione al diritto comparato*, was edited by UTET, p. 33ss.

The interconnection between law and language

Law needs language and there are many interconnected relationships. ⁹ In modern society all legal provisions can be found in writing.

The provisions are laid down in statutes, codifications or judicial decisions. Furthermore, the legal writings of practitioners and academics have an influence on any legal doctrine.

Knowledge of the law is dispersed by both spoken language and by written language. Language can even be used as a tool in problems of interpretation concerning a certain legal provision. So every judge is familiar with the grammatical interpretation of statutory provisions.

The interpretation of legal texts from the point of view of grammar is closely related to linguistic methods for using a language. But even with regard to this interpreting instrument it must be stated that law and language interact with each other. Language is the means of expressing the law. ¹⁰ Through language a single term can express a whole concept. The use of language gives rise to specific terminology. This terminology is subsequently understood by lawyers from the same legal system.

If the terminology is carefully drafted people using the same language can also understand the terminology. This is not always attained of course, but it should be the objective of European and national legislators. The new way of teaching national, European and international subjects at nearly all European Law schools forms at least a common understanding between lawyers. In most European countries quite often a knowledge of at least two foreign European Union languages is expected of all law students. At least a passive ability to read foreign legal texts is required. ¹¹

Language based on the needs of the audience

European integration requires a more comprehensible legal system. None of the inhabitants of the European Union will ever know all the law systems of the member states and none of them will be given the opportunity to become completely familiar

⁹ See Gerard -René de Groot, Language and law, in Netherlands Reports to the fifteenth international congress of comparative law, Intersentia, Antwerp/Groningen, 1998, p.21 s.

¹⁰ See Rudolfo Sacco, Einführung in die Rechtsvergleichung, 2001, p.34.

¹¹ For the situation in Germany see Axel Flessner, Juristische Methode und europäisches Privatrecht, JZ, 1, 2002, p.22.

with European legislation. But we have to reiterate that the European legislator is enacting law for European citizens and notes especially for lawyers.

However, there is nevertheless a new European legal culture¹² emerging that requires law that can be understood not only by legal experts but also even by laymen without any legal skills. Therefore in expanding the European Union it is important to create law that concentrates on the needs of the audience.¹³ The audience will vary with the circumstances. So a judge will primarily decide a case for the benefit of the parties in a case. He/she therefore has to use a language, which is comprehensible to the parties.

Therefore a Directive on European consumer protection should at least be written in plain language that can be understood by the contracting parties in a sale, particularly by the consumer party.

As this example shows, there may be more than one audience for any particular text. In the case of consumer sales some audiences will have better comprehension abilities than others, maybe because of being more familiar with legal transactions or maybe because of a higher education. In such a case, it is a matter of discerning the dominant audience and drafting a provision which is specifically aimed at them. In the case of consumer protection, in the first instance the consumer must find the text comprehensible.

Legal language in countries which have the same language

If we examine the use of language on a national level, we realize that there are system-specific legal languages within one national language. We therefore have specialist legal language in medical liability law, another legal language in economics, another in criminal law and yet another in private law. It can even be stated that the official Dutch legal language or the official Swedish legal language of the European Union is also a separate legal language. Legal language even differs in countries having the same language. The use of German in legal language differs in its terminological use in Germany, Switzerland, Austria and Belgium.¹⁴ In the future

¹² See Martijn Hesselink 'The new European legal culture', Kluwer, Deventer, 2001.

¹³ See Peter Butt, Brushing up on fundamentals, Global 1: Write for your audience, <http://plainlanguagenetwork.org/peterbutt.htm>.

¹⁴ See Rudolfo Sacco, Einführung in die Rechtsvergleichung, 2001, p. 39. The statement concerning German language is transferable for the situation in The Netherlands and Belgium with regard to the use of Dutch/Flemish.

it would probably more easy to create a common pan-European legal language than to synchronise the use of one language in different national states.

How should European legal language appear?

In any event legal writing must be clear and be accessible to all the parties and later to all those who may wish to read it. It must be a legal objective of European integration to supply plain legal language. Plain language must be written in brief and simple terms and must avoid too many cross-references. Furthermore, titles and subtitles, which are informative or summarize the text, must be used.¹⁵ In addition in translations one and the same term must be translated by one and the same term in another language. The above-mentioned Action Plan forms an example of a problematic and incoherent approach. In the Action Plan the Commission speaks of an optional instrument, the German translation is not following this one term approach, but offers three different expressions. The optional instrument is translated into a *optionelles Instrument*¹⁶, a *freiwilliges Instrument*¹⁷ and a *optionelles Rechtsinstrument*¹⁸. Something similar happened to the translated term of general contract term. The German translation offered *Allgemeine Geschäftsbedingungen*¹⁹ as well as *Standardvertragsklauseln*²⁰. The Commission should work more carefully; otherwise a European legal terminology could never be presented. Problematic as regard to the Action Plan is the fact that the Action Plan on the one hand asks for an elaboration of a common frame of reference including legal terminology, and on the other hand the Commission itself within its paper asking for a common legal terminology is not able to provide it itself. This detail can be interpreted as a shifting of governanceto institutions outside the Commission, whom the Commission asks to carry out research on the legal terminology. It would be better, if the Commission itself would start with a coherent plain language use.

¹⁵ See Cheryl Stephens, An Introduction to Plain Language, <http://plainlanguagenetwork.org/stephens/intro.html>.

¹⁶ Action Plan, 90.

¹⁷ Action Plan, 96.

¹⁸ Abstract of the Action Plan, German Version.

¹⁹ Abstract of the Action Plan, German Version.

²⁰ Action Plan, 82.

Use of terms and definitions

An interpreter of spoken language may use language that is readily understandable by the audience. He/she must formulate this language in a way that represents the situation in which he/she is working.

A translator of written texts has to follow different standards. He/she must ensure that the translation contains the same content and meaning as the original text. The translator should closely adhere to the original text. Therefore he/she must ensure that the translation is more or less identical to the original version.

We have to think of a new system of definitions. As Nico Roos spelled out in a discussion at a conference on *European Integration and Analytical Legal Theory*, held in Maastricht in 2002, definitions are based on a circle theory. Their effectiveness is based on the size of the circle.

In my understanding definition should not be seen as everlasting defined terms. I ask for a more open system where definitions are used as a sort of commentary for specific use in a specific legal field. So the terminology and meaning of terms may differ in consumer contract law from the use of the same terminology in banking law. If, for example, we take the notion of property in German law, there we can find one notion of property in the *Grundgesetz*, the fundamental rights, and another in civil law.

A definition cannot do more than to serve as a concept for specific application.

The German formalistic Civil Law Codification is largely unreadable as far as a non-German lawyer is concerned. Without any special indication as to the use of terminology this codification can rarely be understood. If we remain with the German language we must realise that with a knowledge of German legal language the other German-speaking legal systems of Switzerland and Austria or not automatically accessible. Very simple terms have different meanings. When a German speaks of *Besitz*, he means factual possession. However, an Austrian lawyer understands *Besitz* as the factual possession including the *animus domini*. What a German understands under *Besitz*, is for an Austrian *Innehabung*.²¹

If we now shift these language problems to the level of the language used in the official legal language of the European Union we can expect far more problems in

²¹ See Rudolfo Sacco, *Einführung in die Rechtsvergleichung*, 2001, p. 42s.

the future than on the level of different legal systems using the same national language, but not a common legal language.

Private law is that part of the law that is the closest to the European Union Citizen. With in Private Law many personal issues are dealt with. Family law, the law of succession as well as sales law form part of the everyday lives of citizens. Unfortunately the standard of accessibility is very different in the Member States.

In Private Law even consumer protection can be found. For the time being it even seems to be the case that the activities of the European Union are mainly focused on consumer protection. Consumer protection is an issue that must be very close to the party in question and therefore very easy to understand. In my opinion we need a standardized language at least for consumer transactions on a European level.

For the time being there is no European Union legal language check. Terms are used in different meanings. A very well known example is the European Union Legislation in the field of consumer law.

Different directives have as their objective the protection of the consumer. But these directives do not offer a common definition of what can be understood by a consumer. Is it only a natural person? Are small and medium-sized businesses also protected? All these problems remain unclear. Consumer protection is a very touchy issue in the European Union as well as in the Member States.²²

One of the obstacles to trade within Europe is that the rules protecting consumers are different in different countries. This is also true for the areas of consumer law where Directives exist. One reason for this is of course that the Directives include minimum clauses giving the Member states the right to adopt or retain stricter or more consumer-friendly rules.²³

The consumer notion of the Directives

There are several EC Directives that define the term "Consumer". The wording differs somewhat in the different directives. The starting point has been the definition in the door-to-door selling directive, where the consumer is defined as "a natural

²² Within the Study Group on a European Civil Code a team consisting of Guido Alpa, Johnny Herre and Ewoud Hondius has been researching the notion of a consumer in the European Union. The analysis of the definition of a consumer is taken from the research results provided by this team.

²³ This problem is mentioned in the Green Paper on European Union Consumer Protection (COM(2001)531 final).

person who, . . . , is acting for purposes which can be regarded as outside his trade or profession” (Art. 2).²⁴ An identical definition can be found in Art. 1(2) in the consumer credit directive.²⁵

In the unfair contract terms directive,²⁶ the consumer is defined as “a natural person who, . . . , is acting for purposes which are outside his trade, business or profession” (art. 2(b)). The same definition is given in Art. 2(2) in the distance contracts directive²⁷ and in Art. 1(2)(a) in the consumer sales directive.²⁸ The only difference between this definition and the one in the door-to-door selling directive and the consumer credit directive is that the unfair contract terms directive and the distance contracts directive are also applicable when the person is acting outside his “business”.

The timeshared directive²⁹ defines the “purchaser” as a person who is “acting in transactions . . . , for purposes which may be regarded as being outside his professional capacity” (Art. 2), whereas the price indication directive³⁰ defines the consumer as a “natural person who buys a product for purposes that do not fall within the sphere of his commercial or professional capacity” (Art. 2(e)).

Two common features in the consumer definitions are that the consumer is a natural person and that the purpose should be outside some kind of business, commercial or trade activity.

This example shows that the European Union legislator is acting as an author or drafting model language for European use. For the time being due to his incoherence the European Union cannot be seen as a standard setter.

A clear definition from the beginning would have helped to develop consumer protection. With the definitions provided by the directives the national states again had to determine what must be understood by the notion of a “consumer”. Legal linguistic standardization within the European Union will help to keep integration growing. From the example of the notion of a consumer we can see that there is a clear need for review of the existing *acquis communautaire* and for standardization.

24 Council Directive 85/577/EEC.

25 Council Directive 87/02/EEC, amended by Council Directive 90/88/EEC.

26 Council Directive 93/13/EEC.

27 Directive 97/7/EC.

28 Directive 99/44/EC. See also Art. 2(e) Directive on Electronic Commerce 2000/31/EC, where a consumer is defined as “any natural person who is acting for purposes which are outside his or her trade, business or profession”.

29 Directive 94/47/EC.

30 Directive 98/6/EC.

The use of standardized language seems to be a process that can only be achieved through the use of the language and the lessons learned from integrating activities, which were not as successful as intended.³¹

But at least in provisions for direct use or in texts informing consumers of their specific rights a plain language must be used.

A new European legal language

Consumer protection starts for me with harmonised rules that are easily accessible. Accessible has a double meaning, however. First the texts must be easily understood and second, furthermore easily accessible, and this could be through the World Wide Web or in printing. Transparency is needed. The development of the languages should be supported by the European Union, e.g. by providing a database on language use in several fields of harmonised legislation. Outside a database there are different possibilities. Standardisation could be achieved in different ways.³² First, this can be attained through the use of a common legal language in Private law through the European legislator as a standard-setter. Second, through the use of common Principles on European Consumer law, which should be drafted and enacted by the European Union. Here, I have in my principles like the Principles of European Contract Law³³ and the outcome of the working teams of the Study Group on a European Civil Code (SGECC)³⁴. Thirdly by providing a common frame of reference in the way proposed by the above mentioned Action Plan on a more coherent European Contract Law.

European integration cannot proceed without attention being given to linguistic matters. The European Union has realised this fact. In 2001 the whole year was dedicated to the use of languages and a campaign entitled *The European Year of Languages*³⁵ was started.

31 The Commission is now starting a new approach. By the end of 2007 it will provide a common frame of reference. The Sixth Framework Programme for research and technological development (FP6) will support this activity. Action Plan, 68.

32 Further ideas are expressed by Rudolfo Sacco, *Riflessioni di un giurista sulla lingua*, in *Rivista di diritto civile*, 1996, I, p. 57.

33 Ole Lando/Hugh Beale, *Principles of European Contract Law, Part I and II*, Kluwer International, Den Haag, 2000.

34 For further information see www.sgecc.net.

35 See <http://www.eurolang2001.org/>.

For the time being the official legal language of the European Union is far from pan-European standard. The implementation of European Directives on minimum standards offers a wider range of linguistic interpretations and opens the door to different uses of language.

A European legal language could be attained by careful linguistic control by the European Union and, better still, by harmonised law that is directly enacted by the European Union without the deviation of directives which have to be later transposed into national law. For the process of linguistic integration it is advisable to choose priority areas, in the meaning of sectorspecific approaches. In my opinion the highest priority should be given to consumer protection. In this field standardised language must be encouraged. This will help to strengthen the common market and to diminish consumer doubts concerning entry into this common market. Through plain legal language European integration can be achieved. This legal integration chiefly depends on the acceptance of harmonised concepts and principles and later on harmonised law by the European citizens.

To my mind a new legal language will achieve this acceptance. Such a common legal language will not be based on national legal concepts, but will be drafted with a view to the needs of the citizens of the European Union. The recent approach of the Commission on providing a common frame of reference is a step forward to a pan-European legal language.

A legal database

Modern technology offers many possibilities even to lawyers. So the question of legal terminology and the value of a central databank must be raised. Other branches have shown that a terminological database can be of value, e.g. for specific vocabulary in the worldwide production process of huge enterprises. Every database is an expensive investment in the beginning. Later on it must be regularly updated. An economic analysis is required in order to estimate costs and profits. At the Dutch conference of "Terminologie in de rechtstaal" ("Terminology in Legal Language") translators explained that around 80% of their working time was devoted to research and preparatory work for a written translation.³⁶ In areas where a continuous stable vocabulary is needed, which can be presumed in the use of legal language, such a database on legal terminology would be of immense value and would save money in the long-run.

³⁶ The madag NL -Term "Terminologie in de rechtstaal", held at the Lessius Hogeschool in Antwerp on 22 November 2002. For more information on NL -Term see: <http://www.taalunie.org/>.

In the private sector there are already software providers catering for specific databases, but this issue probably has to be more the European agenda. The websites provided to date are not sufficient. As a European policy issue this subject should be placed on the World Wide Web for European use. With such a database it would be much easier to allow a European Community common use of legal terms to grow. More coherence in the use of legal terms will lead to more transparency in the law.

The efforts of the European Union to strengthen the use of clear language

The European Union has eleven official languages. These languages are used at the meetings of the official bodies and all European legislation has to be published in all of them. The Union has to communicate with the authorities and the public in the Member States in their own languages. The use of all these languages is a vital and complex task.

The European Union itself provides a website for translation issues³⁷; at this site information on legible writing campaigns, translation theory and practice, language aids and style guides are available. Unfortunately this website is not very well known and very few students are aware of its existence. It even has to be stated that its usefulness is rather limited.

Furthermore, the European Union is providing its own terminology database, called *Eurodicautom*.³⁸ The recent changes of this site show that the European Union is aware of the problem of linguistic diversity within the enlarging Union.³⁹

The United Kingdom already embarked in the direction of the use of plain English decades ago. In the United Kingdom an organisation has been established aiming at plain English, which they define as: 'Plain English' is language that the intended audience can understand and act upon from a single reading.⁴⁰

Germany does not have its own campaign, but at least the “*Bundesverwaltungsamt*”, the highest German administrative public authority, is aware of the misleading use of German as regards its citizens. It therefore published a

37 http://europa.eu.int/comm/translation/index_en.htm.

38 <http://europa.eu.int/eurodicautom/Controller>

39 Eurodicautom will soon be integrated into a new inter-institutional terminology database and be part of IATE (Inter -Agency Terminology Exchange) . The aim of this project is to meet the challenge of the forthcoming enlargement, which will extend the problems associated with terminological data to some twenty languages. The result will reflect Europe's linguistic diversity and richness. Further information are available, see : http://europa.eu.int/eurodicautom/edic/response_DG.jsp.

40 <http://www.plainenglish.co.uk/index.html>

guideline on “ *Bürgernahe Verwaltungssprache* ”. This book includes a checklist and style guide for correspondence addressed to citizens from public authorities. In Belgium a style guide on the drafting of administrative texts can be found.⁴¹

The Scandinavian countries are used to co-operation. This can also be seen in the field of common language use, at least in areas, where co-operation is needed, such as in commercial transactions etc. Therefore the Scandinavian countries have their own database providing terms for common use.⁴²

Supplementary, Finland has its own campaign on the use of clear language.⁴³ The Swedish Ministry of Justice even advises the use of clear language. On their website they provide information with regard to about literature on clear language in Swedish.⁴⁴ n

The European monetary integration and a reviewed use of language

With the European monetary union and the use of the Euro a new decade in Euro related language has commenced. European citizens needed information on the Euro. This information had to be provided to the citizens in clear language that could be understood by each party, the consumer, as well as banking staff. The European Union provided this information by establishing its own database on Euro terminology.⁴⁵ At this website specific terms on currency and credits are available in all eleven official European Union languages. -

Translation within the European Union Institutions

Finally I would like to draw the attention to translation activities within the European Union. Translation within the European Union Institutions is divided into four sections.

1. The European Commission's Translation Service (SDT)

41 <http://www.cfwb.be/franca/publicat/pg013.htm>

42 <http://www.tsk.fi/nordterm/termbank/fi.html>

43 <http://www.kotus.fi/>

44 <http://justitie.regeringen.se/klarsprak/>

45 <http://europa.eu.int/comm/translation/euro/euenfram.htm>

The European Commission's Translation Service (SDT) is the largest in the world. Located in Brussels and Luxembourg, it has a permanent staff of some 1300 linguists and 500 support staff, and it also uses freelance translators all over the world. Known as the SdT after its French initials, the Service translates written text into and out of all the EU's 11 official languages, exclusively for the European Commission.

2. Joint interpreting and conferences service

Furthermore the EU has its own section dedicated to conference interpreting. It is called the *Joint interpreting and conferences service*. This Conference interpreting service deals exclusively with oral communication: rendering a message from one language into another, naturally and fluently, adopting the delivery, tone and conviction of the speaker and speaking in the first person. The *Joint interpreting and conference service* covers more than the official EU languages, because of the fact that the European Union is constantly in contact with many other countries, such as e.g. the candidate countries. A total of 450 interpreters currently work there in tenured term. The staff is able to interpret into about 24 languages. Furthermore, about 2.000 freelance interpreters are connected with this service, covering 34 other languages.

A further two, smaller translation services are working for the European Union. These are:

3. the European Parliament has its own translation and interpreting service, as does

4. the European Court of Justice.

Conclusion

The European Union is aware of the problem of interpreting and translating legal language. But efforts to strengthen the use of harmonised legal language in all the European Union Member States must be seen in a critical light. The databases provided to date are not sufficient to offer adequate means to provide guidance to the citizens of the European Union. Nearly no official paper or database is dealing with the linguistic problems of an enlarging Union. As soon as possible the Union should integrate new languages to their existing efforts.

An analysis of consumer law shows that the Union itself cannot be considered as a standard setter. It is time for a review of the existing *acquis communautaire*.

For the future of a common legal language new methods must be chosen in order to obtain a higher quality of language use. A common legal language can be attained on different levels:

1. legal education must pay more attention to the use of foreign languages in the teaching process,
2. the Union itself must abide by the strict coherent use of terms and should not differ from Directive to Directive,
3. the Union itself must provide better linguistic instruments like a database for their citizens,
4. plain legal language is not attained by the sole use of English as a global means of understanding. All the other official languages have their own value and they must be used in the most coherent way, accessible even to foreign lawyers with a passive knowledge of these languages.