

SOME ASPECTS OF BUSINESS CONTRACT TRANSLATION

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From the linguistic point of view, a contract is a type of a document, because any agreement is a completed document fixing some information.

Language of business contracts is full of international words. This phenomenon is explained by the peculiarities of contracts functioning. Very often contracts are made for several countries and are calculated for straightforward interpretation. International words in contracts make translation from Ukrainian into English easier. But at the same time in the language of English contracts there is a wide group of foreign words which became elements of English language. Using the words of French and Latin origin is typical for business language and translators should know them and use appropriately. In Ukrainian the usage of non-assimilated foreign lexical elements is not so widespread. Here we give some Ukrainian words which can be translated with the help of the words borrowed into English from foreign languages: *a саме – viz., videlicet (Latin)*, *головна підстава – ultima ratio (Latin)*, *до відома – ad notam (Latin)*, *докладно – en detail (French)*, *з порушенням логічної послідовності – a baton rompus (French)*, *звершений факт – fait accompli (French)*, *з відповідними змінами – mutatis mutandis (Latin)*, *найсуттєвіший аргумент – ultima ratio (Latin)*.

It is possible to give general recommendations according to the use of foreign borrowings during the translation from Ukrainian into English: in the first place, every translator should take into consideration the fact that using such words and word-combinations gives translation the necessary style; in the second place, if the translator is not sure whether to use the foreign word in the translation or not, it is better to refuse from it using the appropriate English word or word-combination.

Spelling rules, punctuation and grammar use should all be checked over thoroughly. Still, there are some other ways in which inaccuracy may spoil the contract translation. Special attention should be paid to titles, names, addresses, references,

prices, specifications, enclosures, etc. which are also of great importance in texts of business contracts.

When translating from Ukrainian into English it is possible to use the symbol &, which means in English *and*: it is used in some terms like *C&F (Cost and Fright)*, *C&I (Cost and Insurance)*. The symbol № is used instead of the word number. In American English the symbol # means number as well, but it is used in different tables and not in the texts. It is never used, however, to denote numbers of houses. Very often in business contracts Latin abbreviations are used: *e.g.* (for example), *etc.* (and so on), *v.v.* (quite the opposite), *i.e.* (that means). Also, they use English abbreviations *ltd.* (limited), *Bros.* (brothers), *encl.* (enclosed) and many others.

The use of figures instead of words for sums can create many problems for translators. To avoid any possibility of confusion, it is necessary to write sums in both figures and words: \$9.897.44 (*nine thousand, eight hundred and ninety-seven dollars, forty-four cents*). The symbols £ (pound), \$ (dollar), € (euro) in documents are put before the sum.

In contradistinction to Ukrainian, in English business contracts simple fractions like “ $1/2$, $2/3$, $3/8$ ” are written in words: *one-half*, *two-thirds*, *three-eighths*. If a number has five or more figures, every three figures are separated with comma, beginning from the right: *134,019 (in Ukrainian it is 134019)*. Comma is not used in four-figured numbers, numbers of houses and streets, in denoting temperature, telephone numbers and inter-town codes. In Ukrainian seven-figured telephone numbers are written with two hyphens: *221-02-35*, but in English only three first figures are separated with hyphen (*221-0235*) or not separated at all (*2210235*).

Contracts should be formal, complete, clear, concrete, correct and concise. In contracts all possible informational details are not suitable. So, while translating contracts we must observe all peculiarities of English grammar, vocabulary use and stylistic appropriation.