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**GRAMMATICAL PECULIARITIES OF CONTRACT TRANSLATION**

On the whole, grammar of any contract may be characterised as rather simple and formal. Simple here means lack of diversity of variants which occurs in every document which is not legal. As for the grammar tenses which are used in agreements, the most widespread are the Indefinite and the Perfect tenses, both in the Active and Passive Voices. As we have already mentioned above, Passive Voice is more preferable in English contracts, though in many points the usage of Active and Passive Voices is already part and parcel. For example:

- 1. Sellers have sold and Buyers have bought... (Present Perfect)*
- 2. The Agents shall bear all transport expenses from... (Future Indefinite)*
- 3. Our firm informed the Suppliers that the general conditions were not contained in the order. (Past Indefinite Active / Passive) [1, 80]*

The following example translation of a Ukrainian contract into English fully illustrates the grammar tenses used in English agreements:

<b>Ukrainian variant</b>	<b>English variant</b>
Наступним Гравець заявляє і гарантує, що Гравець: (а) добровільно укладає цей Контракт і зобов'язується добровільно виконувати обов'язки Гравця, викладені у наданому Контракті;	The Player hereby represents and warrants that the Player: (a) is free to enter into this Contract and to fulfill and perform the Player's obligations contemplated herein;

(b) є одноосібним володарем прав на рекламу та матеріали, що сприяють просуванню Продукції, а також ліцензійних прав, котрі має Гравець згідно дійсного Контракту і котрі Гравець не передав, Гравець зобов'язується не надавати права, ліцензії, привілеї або інші переважні права, що стосуються цього Контракту, на протязі Терміну дії Контракту або його продовження стосовно прав на матеріали, що сприяють просуванню Продукції, рекламу за участі Гравця або консалтингових прав та послуг будь-якому Конкуренту Компанії;

(c) не вступав і не вступить ні в які договірні обов'язки, котрі будуть перешкоджати або значно погіршать виконання своїх обов'язків Гравцем згідно з цим Контрактом;

(d) не знає ні про які наявні проблеми зі здоров'ям або медичні свідчення, котрі можуть значно вплинути на можливості Гравця як гравця. Гравець зобов'язується повідомити Компанію, якщо йому стане відомо про будь-які проблеми зі здоров'ям або медичні свідчення, котрі виникнуть згодом на протязі Терміну дії Контракту, і котрі можуть значно вплинути на можливості Гравця як гравця;

(e) у даний час і на протязі року, що

(b) is the sole owner of the promotional, endorsement and licensing rights granted hereunder and that the Player has not granted, and agrees that the Player shall not grant any right, license or privilege, or any option relating thereto during the Contract Period or any extension thereof with respect to the Player's promotional, endorsement or consulting rights and services to any Competitor of the Company;

(c) has not entered and will not enter into any other contractual commitment that will prevent or substantially impair the performance of the Player's obligations under this Contract;

(d) does not know of any existing health problem or medical condition which may significantly affect the Player's ability as a player and the Player shall notify the Company if the Player becomes aware of any health problem or medical condition which subsequently arises during the Contract Period and which may significantly affect the Player's ability as a Player;

<p>передував виконанню цього Контракту, а також у майбутньому на протязі Терміну дії Контракту або його продовження, Гравець не вживає і не утримує наркотики або інші речовини, використання або утримання яких заборонено дійсним законодавством або іншими дійсними правилами та розпорядженнями будь-якого спортивного об'єднання, національними та міжнародними спортивними організаціями, у віданні котрих знаходиться Гравець.</p>	<p>(e) the Player does not know, and did not during the year prior to the date of execution of this Contract, and shall not during the Contract Period or any extension thereof, use or possess any drugs or other substances, the use or possession of which is prohibited by applicable law or any applicable rules or regulations of any sports federation or national or international sports organization with jurisdiction over the Player.</p>
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Complex analytical forms of the verb, such as the Continuous and Perfect Continuous Tenses, are absolutely not used in any way. The specific character of any contract provides rare usage of the past tenses. One of specific features of contract is usage of the verb *shall* [2; 3]. Though it is not used in Modern English, in business correspondence and documents it keeps being used. It can be seen in the following examples:

1. *The result shall be considered. = The result is to be considered / will be considered.*
2. *Buyers can pay for the goods from the first person or from the third one, both in the plural and singular number.*
3. *Each party shall have the right to refuse any further fulfilment of the obligations. (3d person, sing)*
4. *The Buyers shall obtain the import licence. (3d person, pl.)*

5. *We shall have the right to assign to you... (1st person, pl.)* [4, 82]

The usage of the verb *shall* can also be illustrated in the following example translation of the abstract of Ukrainian contract into English:

<b>Ukrainian variant</b>	<b>English variant</b>
<p>Під час виконання всіх робіт згідно дійсного Контракту, обидві сторони розуміють і погоджуються, що Підрядчик, під час надання усіх Послуг згідно дійсного Контракту, буде діяти як незалежний підрядчик. Компанія не повинна контролювати або давати вказівки Підрядчику відносно методів виконання робіт, необхідних відповідно Переліку робіт, за виключенням результатів, котрі повинні бути отримані згідно Переліку робіт. Підрядчик згоден виконувати роботи відповідно Переліку робіт у жорсткій відповідності з затвердженими методами та порядком, передбаченим його професійною сферою діяльності. Ніщо у дійсному Контракті не повинно трактуватися як (1) створення товариства, спільного підприємства або встановлення подібних ділових відносин між сторонами; (2) встановлення виключних відносин між сторонами;</p>	<p>In the performance of all services hereunder, it is mutually understood and agreed that the Contractor <b>shall</b> be, and at all times, acts and performs as independent contractor in the performance of the Services hereunder. The Company <b>shall</b> not exercise any control or direction over the methods by which the Contractor <b>shall</b> perform the services required by a Statement of Work, except as to the results required by such Statement of Work. The Contractor agrees to perform the Services pursuant to a Statement of Work at all times in strict accordance with currently approved methods and practice in its professional specialty. Nothing in this agreement <b>shall</b> be interpreted or construed as (1) creating or establishing a partnership, joint venture or similar business relationship between the parties; (2) creating or establishing an exclusive relationship between the parties, or (3) creating or establishing any employment relationship</p>

(3) встановлення будь-яких трудових відносин між Компанією та Підрядчиком.	between the Company and the Contractor.
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The combination of the verb *should* and the infinitive also shows a future action, but with a less degree of probability. This construction usually occurs in subordinate clauses. For example:

1. *...if a delay in the delivery should exceed 3 months.*
2. *In many cases shall and should are equal in meaning.*
3. *...if the actual cost to us shall / should increase. [5, 76]*

The peculiarity of contract is also omitting *if* in subordinate clauses with *should*, and in this case *should* becomes the first element in the sentence. For example:

1. *We hope that you will send as enquires should you need.*
2. *Should the above circumstances continue to be in force...*
3. *Should Buyers fail to open the letter of credit in time... [6, 27]*

One of the most striking features of Business English is a wide use of verbals, and their study might be interesting for those who translate business correspondence into English. The system of non-finite forms of the verb comprises the infinitive, the -ing- form and the participles. It is common knowledge that verbals are widely used in social English, but they are often used in business and commercial correspondence as well. The usage of verbals, however, is very specific and presents certain difficulties.

One of the most frequently used verbals in business letters is the infinitive. It may serve as an adjunct to verbs, nouns and adjectives. Accordingly, infinitive constructions are subdivided into infinitives as verb adjuncts, infinitives as noun adjuncts and infinitives as adjective adjuncts [7, 58]. The most interesting and

important for the research is the first group, so we shall consider only it. There are six types of patterns in which the infinitive is to be regarded as a verb adjunct:

- 1) an adjunct to an active verb;
- 2) an adjunct to a passive verb'
- 3) a complex adjunct to an active verb;
- 4) a prepositional complex adjunct to an active verb;
- 5) a wh- infinitive adjunct;
- 6) an adjunct to a verb in a sentence with a function of the subject.

The groups of the infinitive as an adjunct to an active verb, the infinitive as an adjunct to a passive verb and the infinitive as a complex adjunct to an active verb are used in commercial correspondence and in contracts in particular. The last three types of the infinitive are very rarely used in business correspondence or might be used just occasionally. The infinitive as an adjunct to an active verb always follows a head-verb. In business correspondence it is lexically dependent and commonly found after the following verbs: to agree, to appear, to arrange, to continue, to decide, to expect, to fail, to hesitate, to hope, to intend, to like, to manage, to need, to offer, to omit, to plan, to prefer, to prepare, to propose, to regret, to secure, to try, to want, to wish. For example:

1. *They have arranged to produce the equipment.*
2. *We won't fail to provide full particulars as soon as possible.*
3. *We propose to settle by bill of exchange at 60 days, documents against acceptance.*
4. *In the case the suppliers want to have any additional information you should contact us immediately. [8, 87]*

Generally in contracts and agreements the infinitive adjunct to an active verb is a simple infinitive. Sometimes, however, it may be followed by the perfect infinitive, indicating an action which precedes that one of the predicate verb. As

for the continuous infinitive in this function the analysis of contracts has proved that it is hardly ever used. It can be shown in the following examples:

1. *Property in goods, to have passed to Buyers when goods have been put a board.*
2. *You don't appear to have taken into account the annual summer works' shut-down.*
3. *The delivery of goods was to have taken place last month and we have been caused serious inconvenience through the delay.*
4. *We expect to have been informed by Feb. 15th. [8, 89]*

It should also be noted that in commercial correspondence the subject of the infinitive adjunct is a person (e.g. we, they) or a thing denoted by the subject of the sentence (e.g. our firm). For example:

1. *We look forward to your early reply.*
2. *The Suppliers inform the Buyers that there had been a fire.*
3. *Our enquiries with your representative whom we asked... [4, 100]*

The infinitive in business correspondence may also serve as an adjunct to a passive verb. In this case it always follows its head-verb and is lexically restricted. The infinitive in this function follows the following verbs: to consider, to expect, to instruct, to prepare, to repute, and to require, as in the examples:

1. *The national Bank of Argentina has been instructed to open a credit valid until 30 November.*
2. *The goods are considered to be in conformity with the certificate.*
3. *The delivery date is understood to be the date on which the*
4. *Suppliers apply to the Buyers' Shipping Agents. [9, 45]*

The use of the infinitive adjunct to a passive verb is stylistically restricted. It frequently occurs in newspapers, scientific prose and business correspondence, but it is not characteristic of literary style, and in social English it is not common at all.

The infinitive may serve as an adjunct to an active verb followed by a noun or a pronoun which stands to the infinitive in the relation of a subject. The combination is lexically restricted, because in business correspondence it may be found only after the definite verbs from the following list: to advise, to allow, to ask, to enable, to expect, to help, to prefer, to urge, to want, to wish. For example:

1. *We would advise you to take an all-rich insurance policy.*
2. *If the period of guarantee has not expired we will ask you to replace the machine by another one.*
3. *Should the Buyers fail to keep this rate of unloading...*
4. *We agree to accept this shipment on condition that you... [9, 56]*

The complex infinitive adjunct to an active verb is not restricted stylistically and is in extensive use in scientific and fiction literature and also in commercial and business correspondence. The Indefinite Infinitive occurs in contracts in the function of the predicate, expressing obligation and a future action. It can be clearly seen in the following examples:

1. *Delivery to commence in six to eight months and to be completed in twelve to sixteen months (to commence = will commence).*
2. *Date of shipment to be determined by date of Bill of Lading (to be determined = will be determined). [9, 54]*

It is allowed only in texts of contracts and other business documents. Each contract also has constructions with participles. For example:

*The letter of credit is to be valid for 90 days, all bank charges being at the expense of the Buyers [5, 78].*



Here is a construction with Participle I where it refers to the noun in the General Case, which goes before the participle. It is not common in speech, but it occurs in contracts. Constructions with the Perfect Participle, however, are rare in contracts and show an action prior to another one expressed by the predicate.

*e.g. We have included in our claim only the cost of material and labour, all other expenses connected with the repair not having been taken into consideration. [5, 66]*

Some participles which have no explanatory words in contracts can either precede or follow a noun. Mostly they are constructions with Participle II:

*e.g. the required specification vs. specification required;  
the enclosed letter vs. the letter enclosed.*

*The Past Participle Passive always follows a noun if it has explanatory words.*

*e.g. a telegram received from London;  
the cheque attached to the letter. [5, 66]*

If a participle shows only an action which is made upon the subject, it follows a noun.

*e.g. The sellers are to inform us of the quantity of the goods loaded.  
Buyers are to accept or pay for the quantity shipped. [5, 67]*

The participle showing the quality, if there is one, precedes the noun:

*e.g. illustrated catalogue; damaged goods;  
within six weeks of the stipulated time of shipment.*

The definite article *the* in contract has its own peculiarities. In every contract there are Buyers and Sellers and these words can be used either with the definite article or without it. Nevertheless, they are always capitalised: Buyers, Sellers.

e.g. *This contract is made between Rossexport, hereinafter called Sellers...*

*...and India Electric Company, hereinafter referred to as the Buyers...*

Although in Ukrainian it is always singular, in English it can be either singular or plural. That is why all variants are possible: the Buyers – the Sellers; the Buyer – the Seller; Buyer – Seller. The most common is the first variant though the others are also possible.

e.g. *Should the Seller fail to notify the Buyer of a contingency...*

*If, however, they are to be shipped to Buyer who lives a considerable distance away... (absence of article)*

*The goods sold under the present contract are to be delivered by Sellers and accepted by Buyers. (absence of article) [8, 34]*

The definite article is also used with ships.

e.g. *The S.S. Svir is to arrive on July, the 5th. [5, 63]*

Also the definite article is rarely used after prepositions of the Latin origin *per* and *ex*.

e.g. *The goods were shipped per S.S. Svir.*

*The wheat was delivered ex S.S. Svir. [5, 63]*

The definite article is never used with nouns which are followed by a number in sizes, codes, etc.:

e.g. *under Contract № 25; Order № 1015; our account No. 100/1066;*

*under paragraph 9 of your General Conditions of the order;*

*in accordance with clause 6 of the agreement.*

From the above-written we can conclude that contract has its own grammatical and stylistic peculiarities which have much in common with the ones of

business correspondence. However, they are unique enough to consider contract a specific type of business correspondence.

### **Conclusion**

Grammatical peculiarities of contract translation are characterised by high usage of verbals. The text of contract is presented mostly with infinitive and participial constructions. Among infinitive constructions those ones with the Simple / Indefinite and Perfect Infinitives are singled out as adjuncts to active and passive (only in newspapers and contracts) verbs and the Simple Infinitives as complex adjuncts to active verbs.

Participial constructions are of the following types. Participle I refers to a noun in the General Case which goes before the participle. Perfect Participles are rare. Participle II either follows or precedes a noun. As for the tense-aspect forms of the English verb, the Indefinite and Perfect tenses, both in the Active and Passive voices (Passive is more preferable), are used instead of analytical forms.

The past tenses are rarely used. *Shall* and *should* are used with all numbers and persons. Omitting *if* in subordinate clauses is another feature of contract translation. The definite article is used with ships, the words Buyers and Sellers. It is not used, though, after prepositions of the Latin origin *per* and *ex*, with nouns followed by a number in sizes, codes, etc.

Thus, all the formulated tasks have been solved and the purpose of the research has been reached. Linguistic peculiarities of contract as a kind of written business English have been studied as groups of stylistic, grammatical and lexical peculiarities.

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