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STYLISTIC AND LEXICAL PECULIARITIES OF THE TRANSLATION OF CONTRACT AS A TYPE OF TEXT

The style of English contract and ways of its translation

From the linguistic point of view, a contract is a type of a document, because any agreement is a completed document fixing some information. As a type of text, contract has its own specific characteristics. Stylistic peculiarities of all document texts in English are:

1. concreteness, conciseness, clearness of the stated idea;
2. high capacity of information;
3. strict logic;
4. clear rhythm of sentences;
5. accenting on the main idea with the help of word repetitions;
6. absence of connotational information;
7. a special system of cliches and stamps;
8. usage of abbreviations, conventional symbols and marks;
9. usage of terms in their direct semantic meaning; preferential usage of monosemantic words;
10. division of a text into chapters, paragraphs, points, often numbered (clear compositional structure of a document);
11. usage of definite syntactic models;
12. graphic decoration of a document: quality of paper, quantity and quality of illustrations, size and kind of print.

The main features of the style of contract are:

1. steady system of linguistic means in the text of contract;
2. lack of emotional colouring;
3. decoding character of language;
4. usage of a special symbolic system;
5. definite syntactic structure (the 12 above-enumerated items).

The English style of contract defines some peculiarities and techniques of its translation. Translating contracts is different in some points from translating business letters, such as an offer, an inquiry, a complaint, etc. Some considerations important for business letters are not important for contracts, and v.v. The main difference is that any contract is made up by two contracting parties and contains information about many subjects. So all points are to be approved by both parties. There are certain clearly definable requirements for how to translate contracts into English.

Generally, 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 standard English grammar, vocabulary use and stylistic appropriation. A formal contract or agreement requires considerations of neatness and attractive arrangement. Completeness of any contract suggests the scope of all significant facts that have reference to the issue of the agreement.

Actually, you are expected to explain what, how, and when you are going to deal with your partner. The next element, - clearness, - is one of the most important, because much depends on it. Clearness could be reached by the use of simple short words, phrases and paragraphs where the both parties of a contract explain their intentions and issues. Clearness of any arguments actually defines your striking a deal or not.

The component which is closely connected with the previous one is concreteness. Concreteness of a contract or an agreement is a part and a parcel of any legal document. Besides that, the longer the document is, the more attractive and vivid its contents should be. The next two components are also significant. They are

correctness and conciseness. Correctness involves proper grammar use (tense-aspect forms of the verb, verbals, articles, etc.), vocabulary use, punctuation and formal style. Grammar should be checked with a special care; otherwise it may produce a poor impression of the document and non-seriousness of your interests. Conciseness is usually achieved by the use of minimum words to express maximum of information.

As it has been noted above, English language of any contract should be simple and clear, concise and brief. Commercial correspondence often suffers from an old-fashioned, pompous style of English which complicates the message and gives the reader the feeling that he is reading a language he does not understand. Though the language of contract is perhaps the most formal among all kinds of business correspondence, and the vocabulary of such correspondence is very specific, which is connected with its character and a great number of legal terms, it should not be archaic. It should be clear enough in its meaning.

The style of English language, however, should not be too simple as it may become discourteous and sound rude. Linguists (G. Leech, J. Svartvik, Ch. Fries, O. Jespersen, M. Joos, I.V. Arnold, B.A. Ilyish, E.M. Gordon, etc.) recommend the following stylistic devices that might make agreements and contracts more polite: complex sentences joined with conjunctions are preferable, rather than short sentences; passive constructions rather than active; full forms rather than abbreviated forms, where necessary. The right tone should be neutral, devoid of a pompous language on one hand, and an informal or colloquial language on the other hand. Therefore, inappropriate vocabulary, idioms, phrasal verbs are not allowed at all.

Thus, while translating a contract from Ukrainian into English, active constructions of Ukrainian language should be replaced by passive constructions of English where possible; the tone of English language is more formal and neutral than in Ukrainian. It can be clearly shown in the following example translation of the abstract of a contract (author's translation):

Ukrainian variant	English variant
<p>Третя сторона (Клієнт Компанії) найняла Компанію для виконання робіт. Згідно з їх угодою, Клієнт Компанії уповноважив Компанію укласти субконтракт з Підрядчиком на виконання деяких з цих робіт. Таким чином, метою дійсного Контракту є встановлення умов, які визначають контрактні відносини Компанії та Підрядчика відносно послуг субпідрядчика („Послуги”).</p>	<p>The Company has been engaged by a third party (The “Company’s Client”) to perform certain services. Pursuant to that agreement, the Company has been authorized by the Company’s Client to subcontract some of those services to the Contractor. Therefore, the purpose of this Agreement is to establish the terms and conditions governing the contractual relationship between the Company and Contractor regarding the subcontract services (“Services”).</p>

The both contracting parties should not experience any difficulties in obtaining information; they should be able to understand what is written. Misunderstandings are caused by a lack of thought and care. It may happen if we use a lot of abbreviations, figures and prepositions. Abbreviations are very useful, because they are very quick to write and easy to read. But the both parties are expected to know what the abbreviations stand for. If one of the partners is not absolutely certain that the abbreviations are easily recognised he or she should not use it in translation. Nevertheless, the translator should always remember that, in contradistinction to Ukrainian, English contracts are full of abbreviations and they are often used instead of Ukrainian full forms of words. For example:

Ukrainian variant	English variant
<p>Транспортні суди регулярно проводять відкриті розгляди, на які для пояснення підстав своєї діяльності викликаються здобувачі ліцензії. Відкритий розгляд дає можливість транспортному суду зібрати</p>	<p>TCs regularly hold public inquiries (PIs) to which ‘O’ licence applicants are called to explain the basis of their operations. A PI enables a TC to seek more information prior to</p>

<p>більше відомостей перед прийняттям рішення про видачу ліцензії. У випадку, коли заявляється претензія з приводу забруднення оточуючого середовища або заперечення щодо заяви про видачу ліцензії, транспортний суд може провести відкритий розгляд, на якому сторони (здобувач ліцензії, особи, що заперечують або заявляють протест) матимуть можливість викласти свої аргументи більш детально.</p>	<p>determining whether he should grant a licence or not. In the event of a representation on environmental grounds or and objection being made to a licence application, the TC will hold a public inquiry at which the parties (applicant, objectors or those making representations) will have an opportunity to state their case further.</p>
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During translation 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). But it is marked as # in contract texts. 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 graphics, and not in the texts. It is never used, however, to denote numbers of houses. Very often in contracts Latin abbreviations are used, for example e.g. (for example), et al. (and others), etc. (and so on), v.v. (quite the opposite), i.e. (that means). Also they use English abbreviations ltd. (limited), Bros. (brothers), encl. (enclosed), dols. (dollars), etc.

The use of figures instead of words for sums can create many problems for people. To avoid any possibility of confusion, it is necessary to write sums in both figures and words, e.g. \$ 9.897.44 (nine thousand, eight hundred and ninety-seven dollars, forty-four cents). It is also a norm to put only dollars (euros, pounds, etc.) in words and cents (pence, etc.) in figures only, for example: \$ 100.50 (one hundred dollars and 50 cents). From the above-written it is clear that the symbols £ (pounds), \$ (dollars) and € (euros) in documents in particular, are put before the sum and their usage is not of any mistake.

In contradistinction to Ukrainian, in English 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, for example: 134, 019 (in Ukrainian it is 134019); 12, 680 (12680); 5, 544, 282 (5544282). 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).

Foreign words usage in contract translation

Language of contracts is full of international words. This phenomenon is explained by the peculiarities of contracts functioning. Very often they (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 the list of some Ukrainian words which can be translated with the help of the words borrowed into English from foreign languages:

а саме – viz., videlicet (Latin)

аргументація проти (чогось) – casus contra (Latin)

без жодної підстави – nulla ratione (Latin)

без належної підготовки – ex tempore (Latin)

буквально – verbatim, ad verbum (Latin)

в загальній сукупності – summa summarum (Latin)

в якості – qua (Latin)

відповідно – versus (Latin)

відразу – a prima facie (Latin)

головна підстава – *ultima ratio (Latin)*
грунтовно – *ex professo (Latin)*
див. (у посиланні) – *vide (Latin)*
для цього випадку – *ad hoc (Latin)*
до відома – *ad notam (Latin)*
до встановленого терміну – *ad infinitum (Latin)*
додаток – *addendum (Latin)*
докладно – *en datail (French)*
друга сторона – *altera pars (Latin)*
з відповідними змінами – *mutatis mutandis (Latin)*
з порушенням логічної послідовності – *a baton rompus (French)*
з цієї причини – *propter hoc (Latin)*
за решти рівних умов – *c(a)eteris paribus (Latin)*
звершений факт – *fait accompli (French)*
коротко – *in brevi (Latin)*
найкращим чином – *par excellence (French)*
найсуттєвіший аргумент – *ultima ratio (Latin)*
необхідна умова – *causa sine qua non (Latin)*
однобічно – *ex parte (Latin)*
опонент – *altera pars (Latin)*
отже – *ergo (Latin)*
пізніше – *post factum (Latin)*
по суті – *ad rem (Latin)*
повністю – *en bloc, en masse (French)*
ретельно – *a fond (French)*
рівним чином – *pariter (Latin)*
спосіб досягнення – *modus procedendi (Latin)*
стосовно – *a propos, vis-à-vis (French)*
суттєве протиріччя – *contradictio in re (Latin)*
суть – *raison d'etre (French)*

тим самим – eo ipso (Latin)

тобто – id est (Latin)

у випадку – in casu (Latin)

у силу фактів – ipso facto (Latin)

форма дії – modus procedendi (Latin)

формально – de nomine (Latin)

цілком і повністю – in integrum (Latin)

через це – propter hoc (Latin)

як такий – per se (Latin)

It is possible to give such 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. A special attention should be paid to titles, names, addresses, references, prices, specifications, enclosures, etc., which are also of a great importance in texts of contracts.

Lexical characteristics of English contract

From the lexicological point of view translation of contracts are of great interest. The lexicon of contract in English has its own specific features. First of all, it is rather stable. As a rule, words have their only exact meaning. There are no words which are emotionally coloured. As a result of it, we can point out the words, which are present practically in every contract. They are the following.

Preambles of Ukrainian contracts often begin with the words *беручи до уваги, оскільки*. They are translated into English as *whereas* which expresses every

man's idea of how a contract begins. One must be careful about mixing up recitals of history with what is actually being agreed on. It would be wrong to write "Whereas A admits owing B \$ 1000", because the admission may later haunt one. Rather less damage would be caused by using of the proper word. *Whereas* means that the parties have been engaged in a series of transactions resulting in a dispute over accounting between them.

e.g. The surplus is to be paid for by the Buyers, whereas shortweight is to be refunded by the Sellers.

Ukrainian words *за допомогою чого, шляхом чого, через що* are translated as *whereby* (one more compound word with the adverb *where*), which means by which and refers to the present contract.

e.g. We have concluded the present contract whereby it is agreed as follows...

The usage of compound words with adverbs *here / there* and prepositions is also typical of written formal style of English. Their meaning is made up from meaning of their components. There is no principal difference, though, between meanings of *here-* / *there-* compounds.

e.g. If shipment of the whole or part is thereby rendered impossible... (thereby = by it; by that means; in that connection)

We are sending you herewith statement of your account. (herewith = with it / that)

All expenses connected therewith being born by... (therewith = with it)

The examination of the goods and objection thereto... (thereto = to it)

Subject to General Conditions on Sale endorsed hereon... (hereon = on this document)

The goods to be shipped as soon thereafter as suitable tonnage obtainable. (thereafter = from that time)

The Sellers shall not be responsible for any damage resulting to

the Buyers therefrom. (therefrom = from it / them)

Ukrainian word *надалі* is translated as *hereinafter* which is a very useful word, naming the sides, referred to later in a document. It can be clearly shown in the following example translation of the abstract of a contract:

Ukrainian variant	English variant
XXX, що іменується надалі як „Компанія”, з одного боку, та YYY, що іменується надалі як „Підрядчик”, з іншого боку, уклали цей Контракт про нижчеподане.	XXX, hereinafter referred to as the “Company”, on the one part, and YYY, hereinafter referred to as the “Contractor”, on the other part, have concluded the present contract for the following.

Hereinafter frequently sets up abbreviated names for the contracting parties.

e.g. *Knightsbridge International Drapes, Ltd. hereinafter the Buyer.*

The wood goods hereinafter specified subject to a variation in Sellers’ option of 20 per cent.

Ukrainian word *вищевказаний* is translated as *the aforesaid* which is a cliché that is more preferable in texts of contracts instead of its less formal equivalents: the above-mentioned, the above-written, as was written / said before, and the like.

e.g. *The aforesaid documents should contain references...*

The aforesaid guarantee shall end for the following vehicles...

Ukrainian word-combination *розуміють і погоджуються* is translated as a word-combination *it is understood and agreed*. On the one hand it usually adds nothing, because every clause in the contract is figuratively understood and agreed. On the other hand, it adds an implication that the other clauses are not backed up by this phrase. By including one you exclude the other.

e.g. *The prices in this contract are understood and agreed upon.*

The delivery date is understood and agreed to be the date...

Including without limitation stands for Ukrainian word *включаючи*. Usually people want to specify things underscored in contracts, and this phrase indulges the prediction.

e.g. *You may assign any and all your rights including without limitation your exclusive British and Commonwealth Rights.*

Assignees and licensees are important words which mean *уповноважені особу* in Ukrainian and on which acceptability depends from one's point of view.

e.g. *Knightsbridge, its assignees and licensees...*

This beginning suggests that Knightsbridge may hand you over to somebody else after contracts are signed. If you happen to be Knightsbridge, you will want those particular rights and should use the phrase.

Ukrainian word-combination *без збумки* is translated into English as *without prejudice*. The British use this phrase all by itself, leaving the reader intrigued: without prejudice – to what exactly? Americans use it more elaborately. Legal rights, for example, are not the same thing as remedies in the offers to enforce them. Thus it's the American right to write:

e.g. *Without prejudice to any of my existing or future rights or remedies.*

We have carefully examined the samples from this consignment and offer you, without prejudice, an allowance of 50 USA cents per 50 kilos.

As between us stands for Ukrainian word-combination *між нами*. It is a useful phrase because people are always forgetting or neglecting to mention that a great many interests may be involved in what appears to be a simple dialogue. A is controlled by investors, and B – by a foreign parent company. That's why it will be useful to say in such a situation as between us...

e.g. *We confirm the exchange of telexes as between us follows...*

Ukrainian word-combination *за умови* is translated as *solely on condition that* – it's one of a few phrases that can be considered better than its short

counterparts. One might ask: “Why not use just *if* instead of the phrase?” *If* by itself opens a possibility of open contingencies.

e.g. *If Baker delivers 1000 barrels I will buy them.*

But it is unclear if you will buy them only from Baker. Therefore, we can use only *if* as a synonym. Sometimes it works out, but not always. In this case more than an elaborated phrase is justified.

e.g. *I will buy 1000 barrels solely on condition that Baker delivers them.*

The phrase makes the conditions of the deal clear.

e.g. *We can accept the goods solely on condition that you grant us allowance of...per...*

In contracts there are other prepositional phrases made up from words. They are complex, and one must be attentive using them. The prepositions also provided are the following: *on conditions that; on the understanding*, etc.

e.g. *We agree to this only on the understanding that the rate of freight does not exceed.*

Claims against the quality of vehicles may be submitted on conditions that the defects are found within 40 days. Such prepositional phrases are practically equal in meaning. *Subject to* – a few contracts do without this phrase. Many promises can be made good only if certain things occur. The right procedure is to spell out these plausible impediments to the degree that you can reasonably foresee them.

e.g. *Our agreement is subject to the laws of Connecticut.*

The wood goods hereinafter specified subject to a variation in Sellers' option of 20 per cent...

But there is another meaning of the prepositional phrase. It may express some condition.

e.g. *We offer you, subject to your acceptance by cable, 1000 tons of ore.*

The Sellers have sold and the Buyers have bought on the terms and conditions set forth and subject to General Conditions on Sale endorsed... *Exclusive*

– it's important in contracts. English is vast and its usage creates difficulties in many cases. *Exclusivity* as a term means that somebody is barred from dealing with another one in a specified area. As we have already mentioned in this chapter, in the lexicon of contracts there are many foreign words, first of all, Latin ones, such as *pro rata* and *pari passu*. *Pro rata* proves helpful when payments are to be in proportion refuting prior formulas in a contract.

e.g. *Demurrage is to be paid per day and pro rata for any part of the running day.*

Pari passu is used when several people are paid at the same level or time out of a common fund.

e.g. *Fractions to be considered pari passu.*

Still there are such words as *inferior / superior*, they are often used to describe the quality of goods.

e.g. *Should the natural weight be superior or the contents of foreign admixture inferior...*

We had specially selected the goods which were superior to the samples in every respect.

Complaints and claims may arise in connection with inferior quality of the goods, late delivery or non-delivery of goods. *Ad hac* is also a Latin word, not often used in contracts nowadays. It means now an arbitrary court for a concrete trial. Such Latin words as *ultima*, *proxima* are now archaic and rarely used.

e.g. *If the excess is discovered only on arrival of the goods at their ultima destination in the U.K.*

On the contrary, such a Latin adjective as *extra*, which means additional, keeps being widely used in official English, and is quite common for the colloquial style.

e.g. *In order to obtain delivery we have had to incur extra expenses for which we hold you responsible.*

No extra payment is to be effected for any excess weight.

As we have already mentioned, very few words are borrowed from French. The most widespread of them are *force majeure*, which is an essential clause of almost any contract and serves to describe some unpredictable events that may happen to goods while being delivered or other reasons, and *amicably*, which means friendly.

e.g. *Very often the parties amicably agree upon a settlement of the claim in question.*

The Sellers and the Buyers shall take all measures to settle amicably any disputes.

So, in contracts a person can come across a definite number of words and word combinations which make up lexical peculiarities of their texts. They all are rather bookish and belong to formal style of written English, they are not being used in informal English and rarely used in spoken formal English.

Kozłowska, A. B. Stylistic and lexical peculiarities of the translation of contract as a type of text / A. B. Kozłowska / Materiały VIII Międzynarodowej naukowo-praktycznej konferencji “Wschodnie partnerstwo - 2012”. – Volume 8. Filologiczne nauki: Przemysł. Nauka i studia. – C. 10-19.