

TRANSLATION OF BUSINESS CONTRACTS:

OVERT AND COVERT OBSTACLES

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Abstract

The research deals with some linguistic peculiarities of business contracts which can cause difficulties in their translation. While translating business contracts specific grammatical, stylistic and lexical characteristics should be taken into account by a translator. Contracts being formal, complete, clear, concrete, correct, and concise, need special attention in choice of grammatical, lexical and stylistic equivalents. Every step of a business deal must be supported in a legal way, in an official form with the help of business contracts.

Keywords

Business contract, translation, business correspondence, linguistic peculiarities

The interest to the problem of translating contracts is not occasional. Nowadays countries are cooperating more on transnational issues, cross-national cooperation and agreements are increasing, institutions are providing services to ease the conduct of international business, more and more people are getting involved in the world of international business relationships. As a result, our country needs professionals for qualified translation from Ukrainian into English of official documents, namely – business contracts which have their own linguistic peculiarities. The purpose of the research is to reveal a specific character of business contracts' translation as a type of business correspondence.

The texts of official documents are highly standardized: this applies both to the structure of the whole text (macrostructure) and to the arrangement of individual paragraphs and sentences (microstructure) [1, p. 164]. Contracts should be formal,

complete, clear, concrete, correct and concise. The task of a translator of official documents is, firstly, to find target language equivalents of the source text frames and use them in translation as standard substitutes, filling the slots with frame fillers in compliance with the document content. Secondly, a translator is to keep to proper matching patterns of lexical and grammatical structures within the frames. And, finally, translation of official documents requires not only sufficient knowledge of terms, phrases and expressions, but also depends on the clear comprehension of the structure of a sentence, some specific grammar, syntactical, and stylistic patterns, which are characteristic of business contracts [1, p. 166-178]. So, while translating contracts we must observe all peculiarities of 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. While clearness can be reached by the use short words and phrases, concreteness involves proper grammar and vocabulary use, punctuation and formal style. Conciseness can be achieved by packing maximum information into a small package of words.

Active constructions of Ukrainian should be preferably replaced by passive constructions of English while translating business contracts. Grammar of business contracts is simple (lack of diversity of variants) and formal (the most widespread grammar tenses are the Indefinite and the Perfect tenses). Specific vocabulary of such kind of business correspondence should be taken into account (for example, lots of legal terms, figures, prepositions, international words), moreover, special attention should be paid to titles, names, addresses, references, etc. It is worth mentioning that English contracts are full of abbreviations and they are very often used instead of Ukrainian full forms of words. A translator can often come across bookish words which belong to formal style of written English: *therefrom, herewith, the aforesaid*. Formal business correspondence should be more impersonal, i.e. it lacks force and vividness. One more problem is that business correspondence must be as clear and

brief as possible without sacrificing clarity: *The time of delivery of the Turbine Plant against the above contract expires on the 1st July. Please inform us by return of post of the progress of manufacture of the Turbine.* The use of words of French and Latin origin can create many problems for translators, so they should know them and operate them appropriately: *casus contra* (Latin), *par excellence* (French), *id est* (Latin), *raison d'être* (French), etc.

Nevertheless, business is made by people, not robots. So, we can find some deviations from the fixed, accepted, formal form because of the influence of informal English. A person's individuality can stir a cool and logical world of business, creating new problems for translators. But it's a rare fact to face in business documents as mostly words have their own exact meaning.

We can conclude that contracts have their specific character of translation as a type of business correspondence. Linguistic peculiarities of business contracts, being difficult to translate sometimes, have been studied as groups of stylistic, grammatical and lexical peculiarities. Much time should be invested in translation of business contracts as a skilled translation is a guarantee that businessmen will understand each other and cooperate in accordance with a certain business strategy.

Literature

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