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## **КУРСОВА РОБОТА**

**З ПЕРЕКЛАДУ**

### **ОСОБЛИВОСТІ ПЕРЕКЛАДУ УКРАЇНСЬКОЮ МОВОЮ ЮРИДИЧНИХ ТЕРМІНІВ У ЮРИДИЧНОМУ ДИСКУРСІ**

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Керівник курсової роботи \_\_\_\_\_  
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викл. Шкута О.Г.

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**ЗАВДАННЯ**  
**на курсову роботу з перекладу з англійської мови**  
**для студентів IV курсу**

студент IV курсу ПА 21-19 групи, факультету перекладознавства КНЛУ  
спеціальності **035 Філологія**, спеціалізації **035.041 Германські мови та літератури**  
**(переклад включно), перша – англійська**, освітньо-професійної програми **Англійська**  
**мова і друга іноземна мова: усний і письмовий переклад**

Тема роботи Особливості перекладу українською мовою юридичних термінів у  
юридичному дискурсі

Науковий керівник Шкута О.Г.

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**Графік виконання курсової роботи з перекладу**

| № п/п | Найменування частин та план курсової роботи  | Терміни звіту про виконання | Відмітка про виконання |
|-------|--|-----------------------------|------------------------|
| 1.    | Аналіз наукових першоджерел і написання <b>теоретичної частини</b> курсової роботи ( <b>розділ 1</b> )   | 1–5 листопада 2022 р.       |                        |
| 2.    | Аналіз дискурсу, який досліджується, на матеріалі фрагмента тексту; проведення перекладацького аналізу матеріалу дослідження і написання <b>практичної частини</b> курсової роботи ( <b>розділ 2</b> ) | 7–11 лютого 2023 р.         |                        |
| 3.    | Написання <b>вступу і висновків</b> дослідження, оформлення курсової роботи і подача завершеної курсової роботи науковому керівнику для попереднього перегляду   | 28–31 березня 2023 р.       |                        |
| 4.    | <b>Оцінювання</b> курсових робіт <b>науковими керівниками</b> , підготовка студентами презентацій до захисту курсової роботи   | 25–30 квітня 2023 р.        |                        |
| 5.    | <b>Захист</b> курсової роботи (за розкладом деканату)  | 2–13 травня 2023 р.         |                        |

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## РЕЦЕНЗІЯ НА КУРСОВУ РОБОТУ З ПЕРЕКЛАДУ З АНГЛІЙСЬКОЇ МОВИ

Студента IV курсу групи Па 21-19 факультету германської філології і перекладу КНЛУ спеціальності **035 Філологія**, спеціалізації **035.041 Германські мови та літератури (переклад включно)**, перша – англійська, освітньо-професійної програми **Англійська мова і друга іноземна мова: усний і письмовий переклад**

Борисевича Владислава Володимировича

(ПІБ студента)

за темою: Особливості перекладу українською мовою юридичних термінів у юридичному дискурсі

|    | Критерії  | Оцінка в балах |
|----|---|----------------|
| 1. | Наявність основних компонентів структури роботи — <i>загалом 5 балів</i><br>(усі компоненти присутні – 5, один або декілька компонентів відсутні – 0)   |                |
| 2. | Відповідність оформлення роботи, посилань і списку використаних джерел нормативним вимогам до курсової роботи — <i>загалом 10 балів</i><br>(повна відповідність – 10, незначні помилки в оформленні – 8, значні помилки в оформленні – 4, оформлення переважно невірне – 0) |                |
| 3. | Відповідність побудови вступу нормативним вимогам — <i>загалом 10 балів</i><br>(повна відповідність – 10, відповідність неповна – 8, відповідність часткова – 4, не відповідає вимогам – 0)   |                |
| 4. | Відповідність огляду наукової літератури нормативним вимогам — <i>загалом 15 балів</i><br>(повна відповідність – 15, відповідність неповна – 10, відповідність часткова – 5, не відповідає вимогам – 0)   |                |
| 5. | Відповідність практичної частини дослідження нормативним вимогам — <i>загалом 20 балів</i><br>(повна відповідність – 20, відповідність неповна – 15, відповідність часткова – 10, не відповідає вимогам – 0)  |                |
| 6. | Відповідність висновків результатам теоретичної та практичної складових дослідження — <i>загалом 10 балів</i><br>(повна відповідність – 10, відповідність неповна – 8, відповідність часткова – 4, не відповідає вимогам – 0)   |                |

Усього набрано балів: \_\_\_\_\_

**Оцінка:**

«До захисту» \_\_\_\_\_  
(42-70 балів)

\_\_\_\_\_ (підпис керівника)

«На доопрацювання» \_\_\_\_\_  
(0-41 балів)

\_\_\_\_\_ (підпис керівника)

“ ” \_\_\_\_\_ 2023 р.

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## INTRODUCTION

Over the past fifty years, a number of studies have examined various aspects of legal terminology. In the works of many translation scholars and translators, problems related to both general issues of legal terminology and more narrow areas are considered. Well-known scientists who contributed to this field are, above all, V. Komissarov, L. Barkhudarov, A. Anisimova, A. Klyushyna, A. Zdor, O. Radyshevska, I. Shumylo, M. Karpushyna, V. Zgurska, A.O. Dudka, I.H. Myloslavskyi and others. A comparative analysis of the formation and functioning of legal terms in the Ukrainian and English languages is carried out in numerous works. However, due to the existence of a large amount of legal vocabulary and the emergence of new ones in connection with changes in society and/or legislation, there is always room for identifying and characterizing new features of such a complex concept as terminology.

*The topicality* of this work lies in the search and research of new lexical and grammatical features of the legal terminology of the English language, as well as methods of their transmission in the Ukrainian language at the current stage of the development of linguistics.

*The aim* of the work to describe a practical study of existing lexical and grammatical features of English-language legal terminology and translation techniques based on already existing theoretical foundations. The goal of the work can be achieved after setting the following *objectives*:

1. Analysis of existing theoretical works related to the study of legal terminology as a phenomenon in linguistics;
2. Clarification of the concept of “term” and the main functions of terminological vocabulary;
3. Presentation of the classification of legal vocabulary;
4. Clarification of the characteristic features of English terms and their translation.

5. Characterization and analysis of the main lexical and grammatical transformations appropriate for the translation of terminology.

*The investigation subject* is lexical and grammatical features of the legal terminology of the English language, as well as translation techniques.

*The object* of the research is the English-language terms of legal discourse.

*The data sources* are based on the works of both domestic and foreign literary and linguists, as well as examples of legal terminology from both paper and Internet sources.

*Methods used in the research* are:

1. Collection and analysis of information
2. Descriptive method (classification of terms)
3. Contrastive analysis

*The theoretical value* of the research lies in supplementing the already existing foundations of the study of legal terminology by analyzing this tool in today's context.

*The practical value* of the work lies in its further use in classes on lexicology, linguistics and translation studies, as a source of studying the peculiarities of terminology in general and legal vocabulary in particular.

*The structure of the research* is as follows: an introduction, two chapters divided into subsections, general conclusions, an annex, a summary in Ukrainian and a list of used literary sources. The first chapter is devoted to the theoretical foundations of studying legal vocabulary, clarifying the meaning of this phenomenon and its functions. The second chapter examines the practical aspect, lexical-grammatical features of English-language legal terminology and transformations made on the basis of these features.

## **CHAPTER 1**

### **THEORETICAL PRINCIPLES OF ENGLISH LEGAL TERMINOLOGY STUDIES**

1.1 Terminological lexicon. Concept and functions. Classification of legal terminology.

A term is a nominative word or phrase (a noun or a phrase with a noun as a reference word), which is an exact designation of a certain concept in any field of knowledge, sphere of production, science, or art. The basis of each term necessarily lies in the definition of the reality denoted by it, due to which the terms represent an accurate and at the same time concise description of the subject or phenomenon. Each branch of knowledge operates with its own terms, which constitute the essence of the terminological system of this science. The main characteristic function of the term is the function of definition, called definitive; the terminological disclosure of the content of the concept itself is a definition [11, c. 21].

The most significant groups in the special vocabulary are scientific and technical terms that form various terminological systems. The terminological lexicon includes words or phrases that are used for logically precise definition of special concepts, establishing the content of concepts, their distinguishing features.

The semantic essence of the term and its specificity consist in the nature of its meaning, which is established in the process of conscious, deliberate agreement and within the limits of this terminological system, is direct, nominative, syntactically or constructively not conditioned by anything. In different systems, the meaning of terms can be expressed differently - with the help of words and phrases, formulas or other systems of symbols. Terms are, to a certain extent, an artificial lexical-semantic education, their semantic essence must necessarily reflect the amount of information, the amount of scientific knowledge that helps reveal the meaning of the concept [4, c. 118].



The rapid increase in the number of terms, as a result of scientific and technological progress, leads to such negative phenomena as the appearance of polysemous terms, synonymous terms, the absence of uniform principles for organizing terminologies [3, c. 128-130].

Ambiguity of terms, as well as their synonymy (linguistics - linguistics), as well as homonymy (reaction - chemical and socio-political) and antonymy (polysemy - monosemy) are usually noted among the shortcomings of many modern terminologies. In this case, general lexical-semantic regularities of language functioning and development apply to terminological systems. Therefore, when speaking about the ambiguity, ambiguity, homonymy, synonymy of terms, it is necessary to take into account the known actually existing relativity of this sign [10, c. 136].

The dualistic nature of the term finds representation in the fact that the terms, “on the one hand, fix existing knowledge, expressing concepts, categories and - within judgments and conclusions - regularities of a certain field of knowledge and (or) activity” [24, c. 21], on the other hand, terms contribute to the discovery of new knowledge. So, in the philosophical and epistemological definition, two fundamental characteristics of the term are fixed: their use as a “means of fixing the results of knowledge”, and even the possibility of performing the function of discovering new knowledge alongside the function of fixing knowledge.

A similar understanding of the term can be traced in the works of H.P. Melnikova: “The term is the unity of the element of the external side of the level of 'lexis' - certain from the internal side - with the element of 'logos', i.e. the concept of the conceptual field of a scientific or technical discipline” [7, p. 72]. In turn, the “external side” of the expression of the term - lexeme - has a plan of expression and a plan of content.

Terminology is a science that studies special vocabulary from the point of view of its typology, origin, form, content (meaning) and functioning, as well as use, arrangement and creation. Currently, a number of independent areas of

research are distinguished in terminology. First of all, it is possible to distinguish theoretical terminology, which investigates the patterns of development and use of special vocabulary, and applied terminology, based on it, which produces practical principles and recommendations for eliminating the shortcomings of terms and terminologies, their description, evaluation, editing, arrangement, creation, translation and use. General terminology studies the most general properties, problems and processes occurring in special vocabulary, and private or branch terminology studies special vocabulary and concepts of individual branches of knowledge of specific languages. Typological, comparative, semasiological, onomasiological, historical, functional, cognitive terminology are also distinguished.

In cognitive terminology, the term is understood as “a dynamic phenomenon that is born, formulated, deepened in the process of cognition (cognition), the transition from a concept - a mental category - to a verbalized concept associated with one or another theory, a concept that makes sense of one or another area of knowledge and (or) activity” [12, p. 21-22]. According to Z. Hliadchyshyna, the cognitive essence of the term is that it “reflects part of the special knowledge developed in a certain science” [5, p. 57].

From the standpoint of semiotics as a science of sign systems, the term appears as “a sign - a designation (word or phrase) used as an element of a sign models of a certain special field of knowledge or activity” [10, p. 25]. When implementing this approach, the nominative unit is contrasted with other elements of natural and artificial languages.

The informative approach considers the term as lexical units of natural languages, which “serve as the source material for building the lexical system of informative – searching languages, where they enter into other relationships and appear in combination with other symbolic means” [12, p. 26].

Numerous linguistic concepts are based on two main trends: understanding the term as a “special word” or as a “special function” of the lexeme.

The main functions of terms include the following:

- nominative, representative: any term acts as a means of nomination, representation of a scientific concept or category;
- significant, symbolic function, the function of designation, due to the close relationship between the term and the concept expressed by it. This function is closely interconnected with the nominative one, which allows individual researchers to consider the specified functions in unity;
- communicative, informational, cognitive-informational: like a lexeme-non-term, a terminological unit acts as a means of displaying certain meaningful and stylistic information. It is important to note that the implementation of the specified function in terms of terms ensures the continuity of the output and transfer of knowledge;
- the pragmatic function is closely related to the communicative function, its implementation is determined by the close connection of the sign with the conditions of communication: the characteristics of the communicators, the specific communicative situation, the goals set by the participants of the interaction;
- heuristic function, discovery function, derivation of new knowledge;
- didactic, educational, pedagogical, explanatory [10, c. 96].

As it can be seen, the functional potential of terms is much wider than that of lexeme-non-terms, which allows considering terms as polyfunctional lexical units.

Currently, many taxonomies of terms have been developed based on accounting for various criteria. One of the most widely accepted classifications is the one developed on the basis of accounting for the sphere of functioning of terms, according to which all terminological units can be classified into general scientific, interdisciplinary and highly specialized.

It is important to add that the definition of the term given in the works of J. Pearson is widely used in Western European literature, according to which “units that have appropriate referents within the field of scientific knowledge are

the terms of this field of scientific knowledge, their totality constitutes its terminology; units that have referents in many subsystems of the language are called words, their totality forms a dictionary”. Accordingly, in the works of the scientist, all lexical units are conditionally divided into commonly used lexemes and terms that converge with highly specialized terms in domestic scientific literature [27, c. 38].

Legal terms can be divided into two groups depending on the sphere of their operation. However, other ways of classifying legal terminology are presented in the literature.

All legal terms used in legal science and legislation are divided into three groups:

- 1) commonly used terms;
- 2) special technical terms;
- 3) special legal terms [21, c. 203].

A similar classification is presented in the legal dictionary, which distinguishes three varieties among legal terms:

A) general terms (characterized by the fact that they are used in the everyday sense and are understood by everyone);

B) special legal terms (have a special legal meaning, for example: *necessary defense, acquired prescription, etc.*);

C) special technical terms reflecting the field of special knowledge - engineering, economics, medicine, etc., for example: *standard, safety regulations, etc.*

O.O. Selivanova clarifies this classification, distinguishing not three, but two main groups of terms: commonly used and special. Commonly used terms include “terms that are equally used in everyday language, in artistic and scientific literature, in business documents, including in legal science and practice. These terms constitute the main part (according to scientists' estimates, up to 80%) of the text of scientific works and the text of legal documents. They are used in an everyday, well-known sense, so they are simple and generally

understandable. They include such terms as “*author*”, “*order*”, “*document*”, “*citizen*”, “*witness*”, “*employee*” and a number of others” [18, p. 178]. I.V. Tsariova also notes that two subgroups can be named in this group of terms: commonly used, which has a generally accepted meaning, and commonly used, which have a narrower, special meaning in the legal text (for example, complaint, agreement, etc.) [15, URL].

Special terms are divided into special non-legal terms (special technical terms in the classification of the Legal Dictionary) and special legal terms. Special non-legal terms are terms of separate fields of special knowledge (technology, medicine, economics, biology, and others) and are used in legal practice in the meanings assigned to them in the relevant fields of knowledge. Special legal terms are introduced into the legal vocabulary by the legislator and legal doctrine and are used to name one or another legal concept (“*plaintiff*”, “*defendant*”, “*default*”, “*trust management*”, “*emancipation*”, “*pledge*”, “*offer*”, “*acceptance*”, “*lawsuit*”, “*suspect*”, “*accused*”, etc.) [6, p. 180].

Depending on the scope of the distribution of terms in legal science and practice, they can be divided into general law, inter-branch and branch. General legal terms prevail in all branches of law, inter-branch terms - in two or more branches of law, branch terms - in the field of law.

The next criteria, which is the basis of the classification of terms, is their branch affiliation. Yes, it is possible to distinguish the terms of constitutional law (“*sovereignty*”, “*citizenship*”), administrative law (“*administrative offense*”, “*administrative responsibility*”), civil law (“*agreement*”, “*affiliated person*”), family law (“*marriage*”, “*divorce*”), criminal law (“*crime*”, “*compound of a crime*”, “*perpetrator*”, “*criminal record*”) and others.

Depending on the number of meanings a term has, legal terms can be divided into single-meaning and multi-meaning. Unequivocal terms include, for example, “*crime*”, which is recognized as “*criminally committed socially dangerous act, prohibited by this Code under the threat of punishment*”. The term “*bail*” is ambiguous, which in civil law means one of the ways of securing

obligations, and in criminal procedure is understood as one of the precautionary measures.

It is worth noting that legal terminology is very diverse and can be classified on different grounds and criteria into different types. [30, URL]. In the legal literature there are a number of other classifications of legal terms. The classification developed by N.A. Bondariova [2, p. 55] is based on vertical and horizontal principles. The top of the vertical classification is occupied by the general legal terminology, enshrined in the Constitution and other legislative acts, which combines terms used in all branches of law, denoting the broadest concepts. Horizontal terminology includes various types of inter-branch (used in several branches of law, for example, the term “*material responsibility*”) and branch terminological systems. N.A. Bondariova emphasizes that most legal terms are cross-industry [2, p. 56].

According to M.I. Mostovyi, there are the following groups of legal terms:

- 1) commonly used;
- 2) commonly used, which have a narrower, special meaning in the regulatory act;
- 3) purely legal;
- 4) technical.

In the legal literature, three types of legal terms are distinguished:

- 1) commonly used terms;
- 2) special legal terms used to designate legal concepts, expressions of legal constructions, industry typification, etc.;
- 3) special technical legal terms that reflect the area of special knowledge. [16, p. 111].

In the legal literature, there is also a classification of legal terminology depending on the scope of its application:

- 1) terminology of legal doctrine;
- 2) terminology of legal practice.

Further, based on the division in legal doctrine of legal acts into normative legal, law enforcement and interpretative acts, legal terminology is divided into the following types:

- 1) terminology of normative legal acts;
- 2) terminology of law enforcement acts;
- 3) terminology of interpretative acts.

At the same time, this division should be considered conditional, since in practice it is far from always possible to distinguish the above-mentioned types of legal terminology.

## 1.2 Ways of rendering legal terms into Ukrainian

Legal discourse, as a special functional style of speech, is characterized by certain international features, which are a consequence of the universality of the tasks it solves – to act as a tool of business communication, a means of documenting official management and official information. The presence of special terminology in a business style is a necessary condition for language, for organized law and related legal proceedings.

When translating a legal text, one should take into account the fact that the target text may be used in a country with a completely different legal system. Therefore, when performing a translation, it is necessary to take into account the use of wording characteristic of one or another legal system. Our work compares and analyzes legal texts within one language pair (Ukrainian and English). The legal systems of the countries whose texts are being developed are somewhat different. For example, the legal system of Great Britain and the United States has features of common law, while Ukraine has features of socialist and civil law. The greater the differences in the legal systems of the studied countries, the more work will have to be done on the translation in order to obtain an adequate, accurate and as close as possible result to the original [26, p. 270].

The legal system of each country has its own peculiarities, its own sources of law and its own terminological apparatus. That is why it is important for the

translator to be familiar with the peculiarities of the judicial systems under study, and not only with the terminology related to legal activity. As the Czech linguists V. Matezius and V. Prohazka believed, the translation of a text is not characterized only by changing one language to another, it is also necessary to replace existing elements of culture for a better understanding of the text by a specialist for whose country the translation was made [51, p. 183].

In order for the communicator to perceive the SL and the translated text on an equal footing, and for them to be equivalent in their functional load, the translator must achieve the maximum adequacy of the translation. To ensure this feature, the translator must be legally literate in his native language and in the foreign language with which he works. Also, an important factor for the translator is familiarization with the specifics of the images of those cultures between which communication is conducted.

However, when reproducing the accuracy, brevity and adequacy of the message, the translator faces a number of problems. One of the problems when translating legislative documents of countries with different legal systems is the search for a correct, adequate counterpart. In this case, the choice of the appropriate respondent depends on the availability of an equivalent in the Ministry of Economy.

Translation using a lexical equivalent is a constant lexical correspondence to a certain foreign word, which is equivalent and in most cases does not depend on the context. If there is an equivalent in the Ministry of Justice, the translation of the legal text is reduced to a minimum. In this case, the translator is only required to replace the corresponding word with an equivalent in the TL. Provided that there is no equivalent of one or another concept in the TL, the translator's task is to carefully select one of the equivalents, taking into account linguistic and extralinguistic factors. Terminological terms and phrases are most often translated with the help of equivalent translation. For example, *plaintiff* – *позивач*; *corporal punishment* – *тілесне покарання*; *juvenile court* – *суд у справах неповнолітніх*.



Sometimes when translating a text with the help of an equivalent, the problem of choosing the necessary counterpart from several possible options arises. For example, when translating the word *npaBo* from Ukrainian to English, the translator faces the task of choosing the correct counterpart in the TL. Since in the English language there are two equivalents of the Ukrainian word *npaBo* - *right* and *law*, only a competent specialist will determine the correct equivalent depending on the required context.

In order to achieve an adequate, accurate translation of the original message and to adapt the SL to the specifics of the TL, it is not possible to use only translation using an equivalent. In this case, the matter turns to various transformations. Transformation in translation is any transformation of a language unit from its original to the translation.

According to the definition of L.S. Barkhudarov, translation transformations are language transformations that are used for the purpose of transmitting the translated text while preserving the completeness of SL information in compliance with the rules of the translation language. He, in turn, distinguished all types of transformations and transformations into four elementary types, namely: permutations, replacements and additions. [2, p. 56].

For example, the French linguists J. Darbelne and J.-P. Vine proposed two groups of technical techniques for text translation. The first group represents the techniques of direct translation and includes such transformations as tracing, borrowing, and literal translation. The second group of linguists included the techniques of indirect translation, among which such transformations as transposition, adaptation, and modulation are available. [21, p. 100].

T.R. Levytska and A.M. Fitterman distinguishes grammatical, stylistic and lexical transformations in the practice of translation [27, p. 120].

J. Retzker classified translation transformations into two types: grammatical and lexical. Grammatical translation transformations consist in the replacement of parts of speech or sentence member, and lexical transformations,

in turn, manifest themselves in generalization, concretization, antonymic translation, as well as in holistic transformation.

In his works, V.I. Karaban carried out a classification of lexical transformations. He divides them into: specification, generalization, addition, removal, conversion and rearrangement of the word [10, p. 253].

I. Kovalenko presented the following variants of transformations – translation using a lexical equivalent, transcription, transliteration, tracing, analog translation and descriptive translation [12, p. 90].

The above-mentioned transformations represent a vivid example of deviation from a direct dictionary counterpart. Translational transformations also concern form – transcription, transliteration; and meaning – generalization, specification, modulation.

**Transcription:** This transformation involves representing the sounds of a word or phrase in a different writing system. For example, if a word is written in the Cyrillic script, transcription would involve writing the word in the Latin script.

**Transliteration:** This transformation involves representing the letters of a word in a different writing system. For example, the word *Kyiv* is a transliteration of the Ukrainian word *Київ*.

**Generalization:** This transformation involves translating a specific term or phrase into a more general term that has the same meaning in the target language. For example, the English term *bankruptcy* can be translated into Ukrainian as *банкрутство*, which is a more general term that encompasses various types of financial insolvency.

**Specification:** This transformation involves translating a general term into a more specific term that has the same meaning in the target language. For example, the Ukrainian term *власність* (which can be translated as "property" in English) can be specified to *нерухомість* (which means "real estate").

**Modulation:** This transformation involves translating a term into a related term that has a similar meaning in the target language. For example, the English

term *pretrial detention* can be translated into Ukrainian as *затримання під час слідства*, which modulates the term to emphasize the context of the detention.

Today, there is a huge number of classifications of translation transformations in linguistics and translation studies. We will consider examples of such transformations later in the next chapter.

It is important to note that legal translation can be challenging, and it is always best to work with a professional legal translator who is fluent in both the source language (English) and Ukrainian.

### 1.3 Peculiarities of legal discourse

Legal discourse, along with political, economic, and other discourses, is a type of institutional discourse that has a clear goal, defined participants, and an established template for unfolding the speech situation. Legal discourse is understood as a legal text in dynamics, in the process of interpretation and clarification. As noted by H.E. Koval [3], it is a specific type of communication that functions in different environments: 1) court hearings; 2) consultations (lawyer - client); 3) oral examinations of the witness; 4) legislative documents (laws, contracts, agreements); 5) court records and court verdicts. The legal sphere covers a wide range of phenomena: 1) legal societies and communities; 2) legal entities, institutions; 3) normative subsystems, traditions; 4) methods, means of legal activity; 5) legal ethics and culture. All elements of the legal field are mediated by, reflected in, and realized through discourse: they either constitute the subject of communication (its referential aspect), or act as elements of the pragmatic context.

Legal discourse is considered as a complex system of lexical, grammatical and syntactic means of expression, subordinated to the tasks and goals of communication in the field of law, characterized by specific terminology and special legal categories.

Participants of the legal discourse are, on the one hand, the author (legal professionals), and on the other hand, the recipient. The first creates an

informative message, expressing the essence of jurisprudence, the second perceives and interprets the message. The text of legal documents is the main component of legal discourse. Analysis of the content of the legal text makes it possible to distinguish the following goals of legal discourse: informative, analytical, evaluative, influencing, and predictive, which are expressed by both explicit and implicit means.

Among the general characteristics of terms, there are those that are inherent in terms in all styles of speech and those that are characteristic only for the official-business style of speech. For example, common features are ambiguity (accuracy in business style), limited scope (standardization), lack of expressiveness (lack of figurative means), and internationality (unification). At the same time, the accuracy and specificity of content transfer, nominativeness and systematicity are common features of the terms of all speech styles. In addition, the official business style is characterized by traditional means of expression, logic, conciseness, and the use of special vocabulary. [22, URL]

Here are some examples. The same concepts in different languages are denoted by unique terms, such as an English term “*city hall*” (Ukrainian “*міська рада*”) is expressed by *ayuntamiento* in Spanish, and *Rathaus* in German. Another example is the concept of pre-registration with a state institution to carry out some official procedure. In English it is *appointment*, in Spanish it is *cita previa*, and in German it is *Termin*. These terms could be translated into Ukrainian as *призначення, зустріч* or *запис*.

It should be noted that terms and procedural vocabulary make up the supporting, style-creating vocabulary of the language of documents, which makes up from 50 to 70% of all word usages in separate genres.

Terms used in an official business style are also characterized by a lack of expressive color and imagery. They are used only as a business communication tool to reach an agreement between the parties, without providing any emotional action. [2, с. 97]

The most important feature of the terminological vocabulary of the official business style is that the word is used in the text in only one possible meaning. The ambiguity of the term and the limitation of contextual use are due to the topic of the document, which is also one of the main features of the term in general.

Vocabulary of the official business style generally has characteristic features. So, for example, lexical pairs formed with the help of inflection are used to denote opposite subjects of legal relations: the subject who performs some action is denoted by a lexeme with the suffix -or or -er; a passive participant in legal relations is indicated by a lexeme with the suffix -ee: *Consignor - Consignee, Offeror - Offeree, Employer - Employee, Trustor - Trustee, Addressor - Addressee, Assignor - Assignee, Lessor - Lessee, Mortgagor(er) - Mortgagee*. The use of antonyms undoubtedly resonates with the language of legal documents, which reflect opposing interests, contrast and compare such concepts as rights and obligations, personal and public, plaintiff and defendant, crime and punishment, etc. [14, c. 205]

Abbreviations are also widely used in official business documents. A certain set of abbreviations is intended to indicate various types of organizations and companies, as well as positions: *ICC - International Chamber of Commerce; LLC - Limited Liability Company; Corp. - corporation; Plc. - public (company); CEO - Chief Executive Officer; CPA - Certified Public Accountant; PA - Personal Assistant*. [28, c. 543]

Borrowings are often found in English-language official business documents, primarily in the field of legal terminology. Yes, we can say that many terms in official business texts are of foreign origin (borrowings), which is their peculiarity. A huge layer of English legal vocabulary is made up of borrowings from French and Latin languages through historical development, which indicates the importance of legal concepts brought to English law from Roman law. Researchers note that up to 10% of direct Latin borrowings have been preserved, for example, *ad hoc - "special"; de facto - "actually"; de jure*

- “*legally, by right*”; as well as Latin abbreviations are used in contracts, in particular e.g. - “for example”, et.al. - “*and others*”, v.v. - “*and vice versa*”, i.e. - *ie*”.

In different languages, the role of borrowings is different and depends on certain historical conditions of the development of a particular language. In the English language, the number of borrowings is much greater than in many other languages, because due to some historical reasons, it turned out to be very permeable, unlike, for example, the Icelandic language. Scientists have established that the number of primitive words in the English language is only about 30%. A number of researchers (L. Bloomfield, G.N. Paul, L.A. Friedman) reveal the concept of “borrowing” quite widely. For example, scientists believe that it includes assimilation of various components of foreign languages, as well as elements transferred to this language from dialects of the same language. However, the majority of linguists when interpreting the concept of “borrowing” they focus on the foreign elements of the borrowing system of the language [17, c. 156]. The term “borrowing” is based on the use of various elements of a foreign language. Namely, different elements mean units of different levels of language – phonology, morphology, syntax, vocabulary, semantics. “Thus, the term “borrowing” in the view of these scientists is an element of a foreign language (word, morpheme, syntactic structure, etc.), transferred from one language to another as a result of language contacts” [26, URL]

In the practical part of this research paper, we are going to analyze the following excerpt from the court verdict:

*The United States of America vs. John Doe*

*“In the matter of the United States of America vs. John Doe, the defendant is charged with multiple counts of fraud, embezzlement, and tax evasion. After hearing all the evidence presented and considering the testimony of witnesses, the jury has reached the following verdicts:*

*Count 1: Fraud - Guilty*

*Count 2: Embezzlement - Guilty*

*Count 3: Tax Evasion - Not Guilty*

*In light of these verdicts, the court finds the defendant guilty on counts 1 and 2, and not guilty on count 3. The defendant will be sentenced at a later date. The court recognizes the serious nature of the crimes committed and the need to protect society and deter future criminal activity. The defendant is ordered to pay restitution to the victims of the fraud and embezzlement in the amount of \$500,000. The defendant is also ordered to surrender all assets derived from the criminal activity, including but not limited to real estate, bank accounts, and luxury vehicles.*

*Additionally, the court recognizes the need for rehabilitation and therefore recommends the defendant participate in a court-ordered rehabilitation program to address any underlying issues that may have contributed to the commission of these crimes. Failure to comply with the conditions of the sentence, including payment of restitution and participation in the rehabilitation program, will result in further penalties and possible imprisonment.*

*This verdict serves as a reminder that all individuals, regardless of their position or wealth, must be held accountable for their actions. The court wishes to emphasize that any form of white-collar crime will not be tolerated, and those found guilty will face the consequences of their actions.*

*The defendant has the right to appeal the verdict within 30 days of the sentencing. The court will now adjourn and reconvene for the sentencing hearing at a later date.*

*The court extends its appreciation to the jury for their service and dedication to justice.*

*The court would also like to extend its gratitude to the prosecution and defence teams for their diligent work on this case. The court recognizes the importance of a fair and impartial trial and is satisfied that the defendant received a fair and impartial hearing.*

*The victim(s) in this case have suffered great harm and the court hopes that this verdict brings some sense of closure and justice. The court reminds the victim(s) that they have the right to attend the sentencing hearing and offer a statement to the court regarding the impact of the crimes committed on their lives.*

*This verdict should serve as a warning to those who engage in illegal activities that the law enforcement agencies and the courts are committed to protecting the rights and interests of the citizens and will take appropriate action against those who break the law.*

*The court adjourns.*” (FC: URL)

Although certain sentences will be mentioned and translated later on in the paper, here we include a full translation of the verdict, in order to understand contextual meaning clearer:

*«У справі обвинуваченого Джона Доу, відповідач звинувачується за декількома статтями: шахрайство, розтрата та ухилення від сплати податків. Заслухавши всі надані докази та розглянувши свідчення свідків, присяжні винесли наступний вердикт:*

*Стаття 1: Шахрайство – винен*

*Стаття 2: Розкрадання – винний*

*Стаття 3: Ухилення від сплати податків – не винен*

*Згідно з вищенаведеними вироками, суд визнає підсудного винним за статтями 1 і 2, і невинним за статтею 3. Вирок підсудному буде винесено пізніше. Суд визнає тяжкий характер скоєних злочинів та необхідність захисту суспільства та запобігання подальшій злочинній діяльності. Відповідач зобов'язаний виплатити жертвам шахрайства та розтрата компенсацію в розмірі 500 000 доларів США. Присяжні постановили конфіскувати всі активи, отримані від злочинної діяльності, включаючи нерухомість, банківські рахунки та автомобілі представницького класу.*

*Крім того, суд визнає необхідність реабілітації й тому рекомендує обвинуваченому взяти участь у програмі реабілітації за рішенням суду для*



вирішення будь-яких основних проблем, які могли сприяти вчиненню цих злочинів. Невиконання умов вироку, в т.ч. виплата компенсації та участь у програмі реабілітації призведе до подальших штрафів і можливого ув'язнення.

Цей вердикт служить нагадуванням про те, що всі люди, незалежно від їхнього становища чи статків, повинні нести відповідальність за свої дії. Суд хоче підкреслити, що будь-яка форма службових злочинів не допускатиметься, і ті, хто буде визнаний винним, понесуть наслідки своїх дій.

Підсудний має право оскаржити вирок протягом 30 днів з моменту проголошення вироку. Тепер суд оголошує перерву та збереться для розгляду вироку пізніше.

Суд висловлює свою вдячність присяжним за їхню службу та відданість правосуддю.

Суд також хотів би висловити подяку обвинуваченню та захисту за сумлінну роботу над цією справою. Суд визнає важливість справедливого та неупередженого судового розгляду та задоволений тим, що підсудний отримав справедливе та неупереджене слухання.

Потерпілому (потерпілим) у цій справі завдано великої шкоди, і суд сподівається, що цей вердикт принесе деяке відчуття завершення та справедливості. Суд нагадує потерпілому (потерпілим), що вони мають право бути присутніми на розгляді вироку та надати суду пояснення щодо впливу скоєних злочинів на їх життя.

Цей вердикт має стати попередженням для тих, хто займається протиправною діяльністю, що правоохоронні органи та суди налаштовані на захист прав та інтересів громадян і вживатимуть відповідних заходів до тих, хто порушує закон.

Суд оголошує перерву».

1. The text under analysis headlined *The United States of America vs. John Doe* belongs to artefact, as it is of the legal discourse, namely the court verdict. Non-verbal means in this text are absent.

2. The text was taken from “Find a case” portal of the Administrative Office of the U.S. Courts. The text is aimed at a professional reader (in the field of law and jurisprudence, which is evident from lexical terms understandable only for a prepared reader). The communicative aim of the textual information is to get the lawyer familiar with the verdict of the court.

3. 1) Structural level of the text is ensured by lexical and semantic cohesion.

A. Lexical cohesion is implemented by repetition links, which are:

- simple lexical repetition : defendant – defendant, guilty – guilty, guilty – not guilty, fraud – fraud, embezzlement – embezzlement, count – counts, verdict – verdicts;

- complex lexical repetition : court – court-ordered, crime – criminal activity, defence – defendant, rehabilitation – rehabilitation;

- simple paraphrase : evidence – testimony of witnesses, protect – deter;

- co-reference: John Doe – defendant;

- substitution: the following verdicts – these, defendants – those, the court – it.

B. Grammatical cohesion and syntactical structure is ensured by sequence of tenses. *Additionally, the court recognizes the need for rehabilitation and therefore recommends the defendant participate in a court-ordered rehabilitation program to address any underlying issues that may have contributed to the commission of these crimes.*

*The court wishes to emphasize that any form of white-collar crime will not be tolerated, and those found guilty will face the consequences of their actions.*

C. Compound and complex sentences, as well as the use of conjunctions and prepositions, ensure grammatical cohesion. *Failure to comply with the conditions of the sentence, including payment of restitution and participation in*

*the rehabilitation program, will result in further penalties and possible imprisonment.*

2) Semantic level establishes the macroproposition of the text: I (the author) inform you (the reader) about a court verdict in relation to John Doe, who was found guilty of fraud and embezzlement, but not guilty of tax evasion. The defendant must pay \$500,000 restitution and surrender assets from the criminal activity. The court recommends rehabilitation and emphasizes accountability for white-collar crime.

4. Considering stylistic characteristics of the text, the text paragraphs are logically structured, with a straight beginning and complete-thought ending. As this text is non-fictional, it does not contain figures of speech or tropes. Instead, it features case-specific collocations (*extend its gratitude, has the right to appeal, serves as a reminder*). Since mentioned text is a verdict regarding only one person, it has only two proper names: the name of the country (*United States of America*), and the name of the defendant (*John Doe*).

5. Basic information:

Belonging of the abovementioned abstract is proven by both extralingual and intralingual factors. The text was retrieved from the website of United States Courts. Among intralingual factors, it should be mentioned: words, typical for legal discourse (*defendant, evidence, testimony, embezzlement, fraud*). The sentences are long, with much tautology, which is required by the law. It has a logical structure of contents.

The text is coherent, although it is written using complicated language, which is difficult to receipt and translate without prior knowledge. The verdict does not mention any asyndetic combinations of nouns.

## **CHAPTER 2**

### **LEXICO-GRAMMATICAL FEATURES OF THE TRANSLATION OF ENGLISH LEGAL TERMINOLOGY**

#### 2.1 Lexical features and lexical transformations of the legal vocabulary translation

Translation transformations are available in the texts of translations of legal documents in various combinations. Their implementation and combination is an unceasing and continuous process, the final result of which is the balance formation of the different levels of language units correspondence within the framework of a holistic semiotic process - the transformation of the sign form of one language into the sign form of another, taking into account the three semiotics dimensions: semantics, syntax and pragmatics.

Consider the lexical transformations used in the process of translating English legal texts. Translational lexical transformations are various types of changes of lexical elements of the original language during translation with the aim of equivalent transfer of their semantic, stylistic and pragmatic characteristics, taking into account the norms of the target language and speech traditions of the culture of the target language.

Lexical transformations are used when the dictionary equivalents of a word in the original language cannot be used in the translation due to inconsistencies in terms of meaning and context.

As is known, a lexical element is not translated separately, by itself, in isolation from the sentence and the text where it is used, but in the aggregate of its contextual connections and functional characteristics. This is the only way to achieve accuracy and equivalence of translation of words (including terms). The more the translator takes into account all the characteristics of the word being translated, the more equivalent his translation will be.

Lexical transformations include: transliteration, transcription, calque, lexical-semantic replacements (generalization, concretization, modulation).

English legal vocabulary is a special language used in legal documents and in dialogues related to legal discourse. As already mentioned, this vocabulary is characterized by a number of features that distinguish it from other types of vocabulary.

The first lexical feature of the English-language legal vocabulary is its terminological specificity. In legal discourse, there are a large number of terms that have a meaning different from the connotation of these words in everyday language. For example, the word *property*, which in legal language means “anything that belongs to a person”, in ordinary language has a narrower meaning “real estate”. To render this term into Ukrainian, a translator should find an appropriate equivalent.

*We are not responsible for the loss of personal property.* (BOC: URL)

*Ми не несемо відповідальності за втрату особистого майна.*

Such terms are important to understand and master their meaning in order to be able to correctly read and understand legal documents.

One of the features of the English-language legal vocabulary is its filling with so-called “borrowed terms” that come from other languages, for example, Latin, French, German and Spanish. The reasons for borrowing can be both extralinguistic and linguistic. The extralinguistic reason for borrowings is the development of international contacts, which led to the emergence of internationalisms. Internationalisms are words that have a similar semantic or sound structure and corresponding meaning (*pilot, congress, attache, communique, ambassador, export, import*).

Transliteration transformation is applicable for translation of borrowings:

*He had completed his military service as defence attaché in Jakarta.*

(NZG: URL)

*Він пройшов військову службу в якості воєнного аташе у Джакарті.*

*The company released a communique to the news outlet that explained why the former CEO resigned.* (GUK: URL)

*Компанія випустила ком'юніке для засобів масової інформації з поясненням причин відставки генерального директора.*

Internationalisms mean some scientific and political concepts, as well as concepts that have importance in any professional fields, for example, in the field of politics and diplomacy. As already mentioned in point 1.3, the use of international terms is widespread in an official business style. So, we can say that the terms in the official business style differ in their internationality, as their feature.

Linguistic reasons include the following aspects:

1. The need to name a new phenomenon or object. The name is borrowed from another language because the borrowing language does not have a name for such an object or phenomenon. This reason is the most important, because together with the new concept, the word that names it (*gondola*, *ballet*) is introduced into the language.

2. The need to name an object or phenomenon is due to an inaccurate or incorrect name of a phenomenon already present in the language and culture.

Borrowings from different languages of the world are very diverse. For example, terms in the field of trade: *cargo* (English) – *cargo* (Spanish); *contraband* (English) – *contrabando* (Spanish);

*The border police searched the car for drugs and other contraband.* (SCI: URL)

*Прикордонна поліція обшукала автомобіль на предмет наркотиків та контрабанди.*

In this case, transliteration has been applied as well. Transcription transformation is not common while translating legal discourse terms.

Another feature of English-language legal vocabulary is the use of idioms that are specific to the legal field. Idioms or phrases that have a figurative meaning that differs from the literal meaning of individual words make up a significant part of the entire terminological system. For example, the phraseology *breach of contract* is used in legal documents to describe a situation

when an agreement is not fulfilled by one of the parties; *To the letter of the law* - “obey the law strictly and without exception”; *Bend the rules* - “deviate from normal procedures or rules”; *Cutting corners* – “taking shortcuts or doing something in a way that is not thorough or complete”; *Toe the line* - “meet the rules or expectations.”

In below mentioned instances of translation, the calque transformation is used. Calque is a way of rendering constituent parts of a concept, i.e. translating a morpheme or lexeme into the corresponding elements of the target language.

*The Home Office stuck to the letter of the law over the definition of dependants.* (NZG: URL)

*Міністерство внутрішніх справ послідувало букві закону щодо визначення залежних осіб.*

*The river authorities said they were willing to bend the rules for us and allowed us to go ahead.* (PS: URL)

*Агентство з водних ресурсів стверджувало, що вони хотіли відступити від правил і дозволили нам продовжити.*

Phrasal verbs are often used in a quasi-technical sense. For example, *parties enter into contracts* – “сторони укладають договори”, *put down deposits* – “вносять депозити”, *serve [documents] upon other parties* – “вручають [документи] іншим сторонам”, *write off debts* – “списують борги” etc. Phrasal verbs are also translated using calque.

*Your landlord must put down your deposit in a government-approved tenancy deposit protection scheme if you have an assured shorthold tenancy (AST) that started after 6 April 2007 (in England and Wales).* (GUK: URL)

*Ваш орендодавець повинен внести ваш депозит у затверджену державною схемою захисту орендних депозитів, якщо у вас є гарантована коротка оренда (AST), яка почалася після 6 квітня 2007 року (в Англії та Уельсі).*

An important way of choosing the contextual equivalent of a word is the translational lexical transformation of the concretization of the meaning, which

is caused by differences between the functional characteristics of the dictionary equivalents of the lexical elements of the original and speech traditions.

Concretization of meaning is a lexical transformation, as a result of which a word (term) of broader semantics in the original is replaced by a word of narrower semantics, for example: *in order to deal with* - з метою регулювання; *monitor ingorders* - постанови про відстеження.

Businesses and individuals are advised to exercise extreme caution in respect of any transactions that involve the payment of ransoms. (BOC: URL)

Підприємствам та фізичним особам рекомендується проявляти крайню обережність відносно будь-яких грошових переказів, пов'язаних з оплатою викупу.

In the example, concretization was applied during translation. So, the grammatical unit *Businesses* was reproduced using the word *Підприємство*, and *individuals* as *фізичні особи*.

A lexical translation transformation that is often used and opposite in direction to the transformation of concretization is generalization, as a result of which a word with a narrower meaning that is being translated is replaced in translation by a word with a wider meaning, often a hyponym: *advantage from criminal offenses* - вигода, набута злочинним шляхом.

*In this legal discourse document, it is imperative to emphasize that no individual or entity can gain any advantage from criminal offenses, as the law is designed to protect society and ensure that justice is served.* (BOC: URL)

*У цьому юридичному документі важливо підкреслити, що жодна фізична чи юридична особа не може отримати жодної вигоди набутої злочинним шляхом, оскільки закон створено для захисту суспільства та забезпечення справедливості.*

Sometimes legal terms have different meanings depending on the context in which they are used. For example, the term *consideration* can have different meanings depending on whether it is used as a prerequisite for concluding an agreement or as a factor involved in determining a court decision. Also,



sometimes legal terms have a simple meaning, but their use can be complicated, for example, the term *estoppel* – *позбавлення права оскарження*.

In this following example, we use the transformation of modulation. Modulation consists in replacing a word or phrase in the original language with a unit of the translation language, the meaning of which can be derived logically from the original meaning:

*Because the father had already stated the child wasn't his, collateral estoppel prevented him from filing for child support. (FC: URL)*

*Через те, що батько вже заявив, що дитина не його, позбавлення права оскарження не дозволила йому подати заявку на допомогу по догляду за дитиною.*

A characteristic feature of legal terminology is its non-equivalence. In all languages, there are words and expressions that are characteristic exclusively for one specific language and do not have complete correspondences in the form of lexical units in another language. This applies in particular to terminology.

Let's consider some examples: *Solicitor* - “attorney, solicitor; manages clients' cases, prepares lawyers' cases”; *bill* – “bill, draft law”; *Due process* - “a legal principle that guarantees that a person will not be deprived of his property or rights without a fair judicial procedure”; *Statute of limitations* – “law that establishes time limits for filing a legal lawsuit”; *Prima facie* - “a term that means that there is a sufficient level of evidence to accept a certain position as proven”; *Pro bono* - “a term that means that a lawyer provides his services for free or at a reduced rate to those who cannot pay for them”; *In loco parentis* - “a term that means that a person is in a position of parental rights to another person.” For example, a teacher may be in loco parentis to his students if he provides them with assistance and supervision outside of school; *Power of attorney* - “a document that gives another person the authority to act on behalf of the person who signed it.” This may be necessary if the person cannot represent himself or manage his property independently.

Here, modulation is also applicable:

*Your solicitor may also have to contact other solicitors for information about your property. (ACTC: URL)*

*Вашому юристу, можливо, також доведеться зв'язатися з іншими юристами для отримання інформації щодо вашої власності.*

*We signed a power of attorney a decade ago, when she realised she could no longer cope. (PS: URL)*

*Ми підписали довіреність десять років тому, коли вона усвідомила, що більше не витримає.*

It is important to note that these terms may have different meanings in different jurisdictions and may be used in different contexts. That is why the translation of non-equivalent terms is a certain challenge for the translator. Non-equivalent terms are translated by transliteration (for example, the names of courts: *the High Court*), tracing (*grey market*), and descriptive translation:

*On the previous Wednesday, I had successfully passed the bar, so that is why I am free to work with your case. (SCI: URL)*

*Минулої середи я склав екзамен у колегії адвокатів, тому я маю час попрацювати з вашою справою.*

Legal terminology uses specific words that acquire special meaning in legal discourse. An example is the use of the word *shall*, which is often used in legal documents to express an obligation or intention to do something in the future.

*The parties shall meet at 10 am on Monday. (ACTC: URL)*

*Сторони повинні зустрітися о 10 годині ранку в понеділок.*

Another example of the use of specific words in legal discourse is the use of the word *hereby*, which is used to indicate what is done or communicated in a particular document.

*I hereby resign from my position. (GUK: URL)*

*Цим самим, я йду у відставку.*

Also, legal documents often use the word *herein*, which is used to indicate what is discussed or described in a particular document.

*The terms and conditions set forth herein.* (SMSEUMS: URL)

*Правила та умови викладені далі у даному документі.*

The word *hereof* is used to indicate what is discussed or described in this document. It is often used with the word *herein* in sentences that refer to earlier parts of a document.

*All references to 'this agreement' shall be deemed to refer to this agreement as a whole, and all references to 'herein' or 'hereof' shall be deemed to refer to this agreement as a whole.* (GUK: URL)

*Усі посилання на “цю угоду” мають стосуватися усієї угоди цілком, а також усі посилання на “ту чи іншу частину” мають розглядатися у відношенні до угоди як єдиного цілого.*

*Whereas* is a word used in legal documents to indicate what is the reason or basis for a later part of the document. It is often used in the preamble of a document to provide context for what the following parts will cover.

*Whereas the parties have entered into a contract for the sale of goods, and whereas the seller has failed to deliver the goods as agreed upon, the buyer has the right to terminate the contract.* (BOC: URL)

*Оскільки сторони підписали контракт на продаж товарів, та оскільки продавець не зміг доставити продукцію згідно з договором вище, покупець має право розірвати контракт.*

To sum up, main lexical transformation used while rendering legal terms into Ukrainian, taking into account all peculiarities of English legal discourse are calque, transliteration, and modulation.

## 2.2 Main characteristics of legal terms at the grammatical level. Grammatical transformations

English-language legal terminology uses many specific grammatical structures and forms that are characteristic of legal speech. That is why while

translating legal discourse documents, translators should apply grammatical transformations. Grammatical transformations are translation replacement, which results in the change of word order. They can be morphological and syntactical. The sense of syntactical transformations is in changing the syntactical functions of some words that lead to changing of word order in a sentence.

Morphological replacement occurs by changing one part of speech into another while translating.

*Under current law, corporations can deduct charitable contributions only up to 10% of taxable income. (NZG: URL)*

*Згідно з діючим законом, корпорації можуть пожертвувати на благодійність лише до 10% оподаткованого доходу.*

Here an adjective (current) was changed into a participle (діючий).

*There shall be peace and friendship between Ukraine and the United Kingdom of Great Britain and Northern Ireland. (GUK: URL)*

*Україна і Сполучене Королівство Великобританії і Північної Ірландії будуть підтримувати відносини миру і дружби.*

In the example above, the construction *shall be peace and friendship* (verb + noun + noun) was replaced by *відносини миру і дружби*. (noun + noun + noun).

*Needs-based family benefit shall not be granted retroactively for the preceding months. (NZG: URL)*

*Прожиткова допомога сім'ї не призначається заднім числом за попередні місяці.*

In this example, the adverb *retroactively* was replaced by adjective and noun (заднім числом).

The essence of transposition transformation (it is also called permutation) is that during translation, lexical elements change places, for example: *lapse time* — *строки давності*.

*In May 2019, i.e. after 6 years, the court of first instance on the basis of part 2, Art. 49 of the Criminal Code closed the criminal proceedings with the expiration of the lapse time. (PS: URL)*

*У травні 2019 року, тобто через 6 років, суд першої інстанції на підставі частини 2, ст. 49 КК закрав кримінальне провадження із закінченням строків давності.*

Permutation as a type of translation transformation is a change in the order of linguistic elements in the translated text compared to the original text. Elements that can be rearranged: words, phrases, parts of a complex sentence, independent sentences.

The permutations are due to a number of reasons, the main of which is the difference in the structure (word order) of the sentence in English and Ukrainian. Here are some examples:

*In its application to Northern Ireland, this Act has effect with the modifications specified in subsections (2) and (3). (GUK: URL)*

*Справжній закон застосовується на території Північної Ірландії зі змінами, передбаченими в підрозділах (2) і (3).*

*Section 2(2) of the Unfair Contract Terms Act 1977 (restriction on exclusion etc. of liability for negligence). (GUK: URL)*

*Розділ 2 (2) (обмеження можливості виключення і інших дій щодо відповідальності за недбалість) закону «Про несправедливі умови договорів» 1977 року.*

As we can see, the examples demonstrate that the permutation transformation was used, as the word order was changed during the translation.

Legal language often uses the passive voice, which allows focusing on the action or process, and not on the executive action. The first example below is expressed with the passive state, while the second represents active voice.

*The contract was signed by both parties. (SMSEUMS: URL)*

*Договір був підписаний обома сторонами.*

*Both parties signed the contract. (SMSEUMS: URL)*

*Обидві сторони підписали договір.*

Using the passive voice in legal language can help make the text more objective and neutral, as it allows the focus to be on the action or process rather than on the performer performing the action. This can be useful in situations where the identity of the actor is unimportant or irrelevant to the case at hand.

However, it is worth noting that the passive voice is not always the most appropriate choice in legal writing. In some cases, using the active voice can help make the text more clear and concise, and can make it easier for readers to understand the relationships between the various parties involved. Besides, passive voice is more common for English rather than Ukrainian, so it is sometimes better to render passive voice via active:

*A power of attorney is irrevocable for all purposes if the power of attorney: (1) is coupled with an interest sufficient in law to support an irrevocable power. (SCI: URL)*

*Довіреність не можна відкликати для будь-яких цілей, якщо довіреність: (1) поєднується з інтересом, достатнім за законом для підтримки безвідкличних повноважень.*

The use of abbreviations is also a feature of legal discourse. They are used because of the excessive length of legal wording, in order to avoid burdening the reader. For example: *ALJ* - *Administrative Law Judge* - “суддя адміністративного суду”; *CtApp* - *Court of Appeal* - “апеляційний суд”; *LLC* - *Limited Liability Company* - “товариство з обмеженою відповідальністю”; *BIC* - *Bank Identification Number* - “банківський ідентифікаційний код”, etc. (GUK: URL).

*A SWIFT / BIC code allows you to identify and send money to other banks around the world. (PS: URL)*

*Банківський ідентифікаційний код дозволяє ідентифікувати та надсилати гроші в інші банки по всьому світу.*

*To the extent that the company agreement of an LLC does not otherwise provide, this title and the provisions of Title 1 applicable to an LLC govern the internal affairs of the company. (PS: URL)*

*У тій мірі, в якій договором ТОВ не передбачено інше, цей розділ і положення Розділу 1, що застосовуються до ТОВ, регулюють внутрішні справи компанії.*

*The CHMT reports to the director of the council, who is in charge of all project money in the council, and makes a request to borrow money from other accounts to continue with the delivery of health services while awaiting money from the central government. (GUK: URL)*

*Міський департамент охорони здоров'я є підзвітним голові ради, який, в свою чергу, відповідає за усі проєктні гроші ради, та готує запит на позичання грошей з інших рахунків для продовження надання медичних послуг, очікуючи на фінансування від центрального уряду.*

In such cases, we can either keep an abbreviation or decode it and use the full legal discourse term's name. The last is the common thing when the abbreviation exists in the source language, but is absent in the target language. For example:

*Section 6 (1) of the Act provides for the number of Judges in CtApp in addition to the Chief Justice who shall be the President of that Court. (ACTC: URL)*

*Розділ 6 (1) Закону визначає кількість суддів в апеляційному суді на додаток до головного судді, який буде головою цього суду.*

One of the most common features is the use of indefinite tenses in the names of legal documents and acts.

*Just after it entered into a contract for the 34-story Lipstick Building, its first foray into New York, the lending market tightened. (FC: URL)*

*Як тільки вступив у силу контракт на 34-поверховий хмарочос Ліпстіка, їхнього першого “наскоку” до Нью-Йорка, ринок оренди став жорсткішим.*

In this case, the transformation of compensation should be applied if the term is partially absent in target language, but exists in source language.

Sentences of legal discourse often have a special structure characteristic of this style. In the following example, there is no repetition of the word *appear* in a source language, however its translation is present in the target language:

*The provisions for termination hereinafter appearing or will at the cost of the borrower forthwith comply with the same. (ACTC: URL)*

*Положення про розірвання, які з'являються або з'являться в цьому документі, будуть негайно виконані за рахунок позичальника.*

Infinitives are an important feature of English-language legal discourse, for example, *commit* - “to undertake”, *negotiate* - “to agree”, *ensure* - “to provide”. In legal discourse, infinitives can be used to express purpose or intention, such as to draft a contract, or to denote a possibility or potential action, such as to change the validity of the will.

Infinitives can also be used in a legal form to introduce clauses that provide additional information or determine the conditions under which something will happen. They should be translated into Ukrainian with the help of subordinate clause. For example:

*...to be eligible for the promotion, employees must have been with the company for at least two years... (BOC: URL)*

*...щоб претендувати на підвищення, працівники мають пропрацювати у компанії щонайменше два роки...*

It is important to remember that the infinitive is not used as the main verb in a sentence. Instead, they should be used to modify the main verb or provide additional information about the verb.

*It was not the intention of the parties to fail to reach an agreement, Your Honour. (SCI: URL)*

*Жодна зі сторін не мала на меті провалити досягнення згоди, Ваша Честь.*

*The purpose of the meeting is to discuss the new policy. (PS: URL)*



*Мета цієї зустрічі – обговорити нову політику.*

In this sentence *to discuss* is an infinitive that modifies the main verb *is*.

*The company has the right to terminate the contract for any reason.* (NZG: URL)

*Компанія має право припинити дію контракту з будь-яких причин.*

English-language legal discourse is characterized by the frequent use of the Present Perfect tense.

*This Agreement shall remain in full force until all the payments have been made in full.* (BOC: URL)

*Ця угода залишатиметься у повній силі до того, як усі платежі будуть внесені у повному обсязі.*

As there is no Present Perfect tense in Ukrainian language, the sentence had to be rendered via the form of future tense.

In ordinary English, the present perfect tense expresses an action or state that began in the past and was completed at the moment of speaking. However, this clause of the contract definitely expresses a future state and is used to create a condition affecting the duration of the agreement. However, the present simple tense (Present Simple) can also be used to convey the same meaning:

*This Agreement shall remain in full force until all the payments are made in full.* (GUK: URL)

*Ця угода залишатиметься у повній силі до того, як усі платежі будуть внесені у повному обсязі.*

To summarize, on the grammatical level translators should apply the following transformations: part of speech substitution, transposition, permutation.

### 2.3. Lexical-grammatical transformations in the translation of English legal terms

Lexical-grammatical transformations are essential in the translation of English legal terms to ensure accuracy and clarity in the target language.

Addition, omission, and replacement belong to the main lexical-grammatical transformations while translating the English legal terms.

The following examples illustrate the transformation of addition, which characterizes the addition to the translated text of lexical elements that are absent in the original, in order to correctly convey the meaning of the original text.

When considering the transformation of adding a word, we should note that the translator does not have the right to add anything from himself to the content of the text being translated: *investigative assistance* - *допомога у проведенні розслідування*, *spontaneous information* - *надання інформації без попереднього прохання*, *obligation to confiscate* - *зобов'язання здійснювати конфіскацію*.

*Some member states have submitted statements regarding Article 2 of the Convention in the confiscation part regarding the obligation to confiscate the proceeds of crime. (SMSEUMS: URL)*

*Деякі держави-члени подали заяви щодо статті 2 Конвенції в частині конфіскації щодо зобов'язання здійснити конфіскацію доходів, одержаних злочинним шляхом.*

*Minimum sanctions are understood as minimum levels of fines and imprisonment that should be imposed by a court when a person is held liable for a criminal offence. (SMSEUMS: URL)*

*Під мінімальними санкціями розуміються мінімальні розміри штрафів і срок позбавлення волі, які повинні бути призначені судом у разі притягнення особи до відповідальності за вчинення кримінального правопорушення.*

*The third party would rely on the term. (PS: URL)*

*Вчинення третьою особою дій, заснованих на довірі до зазначеної договірної умови.*

The translator cannot remove anything from the content of the translated text. It is possible to remove only those elements of meaning that are duplicated in a certain way in the original according to the norms of the original language or whose transmission in the translated language may violate the norms of the latter. For this, the transformation of omission is used — justified from the point of view of translation equivalence, primarily the norms of the language of translation, the elimination of those pleonastic or tautological lexical elements in the translated text, which according to the norms of the language of translation are part of the implicit meaning of the text.

*The Parties shall encourage contacts and exchanges of experience in public administration; in the judiciary and between legal bodies. (FC: URL)*

*Сторони одобрюють контакти та обмін досвідом у сфері державного управління; у органах юстиції.*

In this example, the transformation of omission is applied, which allows you to remove “redundant” words during translation.

Substitution is used in those cases when the preservation of the partial linguistic characteristics of the translated word leads to a violation of the grammatical norms of the translated language and the norms of word usage.

Grammatical replacement is a method of translation in which a grammatical unit in the original is transformed into a unit of the target language with a different grammatical meaning. A grammatical unit of the source language of any level can be replaced: word form, part of speech, part of a sentence, sentence of a certain type.

*The third party must be expressly identified in the contract. (FC: URL)*

*Договір повинен містити відомості, що індивідуалізують третю особу.*

Among lexical-grammatical transformations it is worth mentioning antonymic translation.

Antonymic translation is the transformation of an affirmative construction into a negative one or vice versa, at the same time one of the words in the sentence of the source language is replaced by its antonym in the target language. Here is an example of using this transformation in a legal text:

*This section does not confer a right on a third party to enforce a term of a contract otherwise than subject to and in accordance with any other relevant terms of the contract. (BOC: URL)*

*Даний розділ передбачає надання третім особам права забезпечити примусове виконання договірної умови тільки з урахуванням інших умов стосовно даного питання договору і відповідно до них.*

As we can see, in the example, an antonymic translation was used, given that the negative sentence was reproduced with the help of an affirmative meaning.

Due to differences in Ukrainian and English languages, the most common transformations used while translating the legal discourse terms are antonymic translation, generalization, and grammatical replacement. It is worth mentioning that grammatical and lexical-grammatical transformations are used more often than lexical.

## CONCLUSION

English legal vocabulary is a historically complex and diverse set of terms used in legal texts of various jurisdictions and related fields. Terminology uses a large number of terms borrowed from other languages (French, Latin, German, etc.). This is necessary in order to fill the gaps in the definitions of legal situations and concepts.

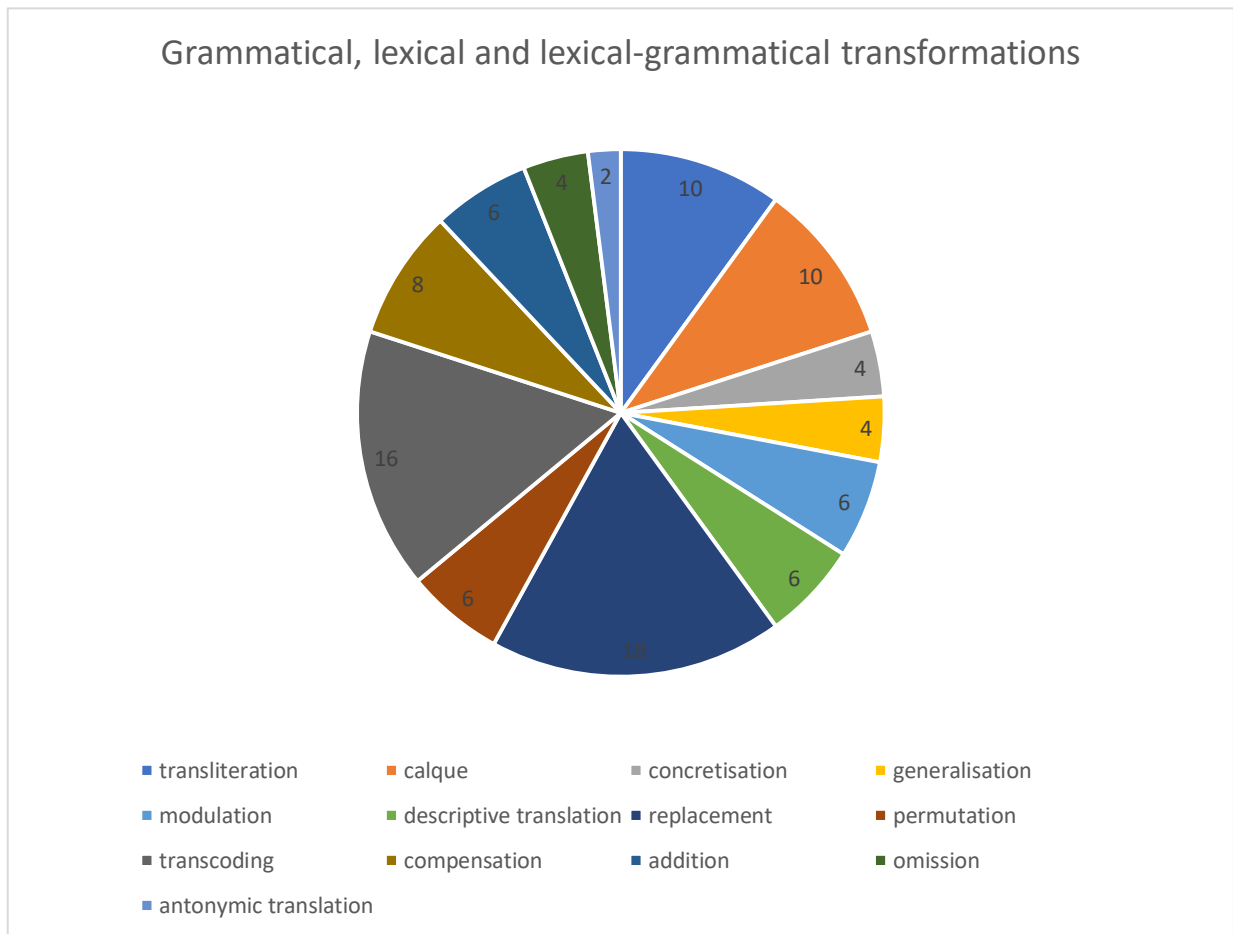
The conducted research can be considered relevant due to the extensiveness of the concept of legal terminology and the need to identify and characterize the features of new terminological units of legal discourse. In connection with the acceleration of the integration process of Ukraine and the EU, it became necessary to bring legislative acts to a single basis. Thus, the analysis of English-language legal terms is critically important at the stage of modern development of jurisprudence and linguistics.

We have researched existing theoretical works that consider legal terminology as a special phenomenon in linguistics; the concept of “term” is clarified and its main functions are highlighted; an attempt was made to systematize various classifications of legal vocabulary; the characteristic grammatical and lexical features of English terms are revealed and the main transformations during the translation of legal discourse terms from English to Ukrainian are described.

The lexical features of the English-language legal vocabulary are expressed in a large number of terms that have an unchanged form and strict semantics, in a specific structural and morphological composition of words, in the distinction of terms according to various criteria, such as the type of legal document, scope, jurisdiction, etc. In addition, there are grammatical features of the terminology that make it difficult for an untrained reader to understand legal discourse texts.

As there are major differences in the structure of English and Ukrainian languages, there is a variety of transformations to be applied. They consist of grammatical, lexical and lexical-grammatical with the first ones prevailing. In

terms of percentage of transformations usage, in 50 sentences where transformations have been applied, transliteration makes 10% and calque as well – 10%, concretisation is just 4%, generalisation – 4%, modulation – 6%, descriptive translation – 6%, replacement – 18%, permutation – 6%, transcoding – 16%, compensation – 8%, addition – 6%, omission – 4%, antonymic translation – 2%. In the diagram below the percentage of transformations is shown.



The results we obtained in this work can serve as a starting point for future research and the construction of new theories in the field of linguistics, linguistics, and translation studies. In addition, the practical value of the work lies in the possibility of its use during the study of the above-mentioned disciplines, as well as in jurisprudence and law-making.

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## ANNEX

1. We are not responsible for the loss of personal property. — Ми не несемо відповідальності за втрату особистого майна.

2. He had completed his military service as defense attaché in Jakarta. — Він пройшов військову службу в якості воєнного аташе у Джакарті.

3. The company released a communique to the news outlet that explained why the former CEO resigned. — Компанія випустила ком'юніке для засобів масової інформації з поясненням причин відставки генерального директора.

4. The border police searched the car for drugs and other contraband. — Прикордонна поліція обшукала автомобіль на предмет наркотиків та контрабанди.

5. The Home Office stuck to the letter of the law over the definition of dependants. — Міністерство внутрішніх справ послідувало букві закону щодо визначення залежних осіб.

6. The river authorities said they were willing to bend the rules for us and allowed us to go ahead. — Агентство з водних ресурсів стверджувало, що вони хотіли відступити від правил і дозволили нам продовжити.

7. This Agreement shall be governed by the law of India. — Ця Угода має відповідати законам Індії.

8. Because the father had already stated the child wasn't his, collateral estoppel prevented him from filing for child support. — Через те, що батько вже заявив, що дитина не його, преюдиція не дозволила йому подати заявку на допомогу по догляду за дитиною.

9. Your solicitor may also have to contact other solicitors for information about your property. — Вашому юристу, можливо, також доведеться зв'язатися з іншими юристами для отримання інформації щодо вашої власності.

10. We signed a power of attorney a decade ago, when she realised she could no longer cope. — Ми підписали довіреність десять років тому, коли вона усвідомила, що більше не витримає.

11. On the previous Wednesday, I had successfully passed the bar, so that is why I am free to work with your case. — Минулої середи я склав екзамен у колегії адвокатів, тому я маю час попрацювати з вашою справою.

12. The parties shall meet at 10 am on Monday. — Сторони повинні зустрітися о 10 годині ранку в понеділок.

13. I hereby resign from my position. — Цим самим, я йду у відставку.

14. The terms and conditions set forth herein. — Правила та умови викладені далі у даному документі.

15. All references to 'this agreement' shall be deemed to refer to this agreement as a whole, and all references to 'herein' or 'hereof' shall be deemed to refer to this agreement as a whole. — Усі посилання на “цю угоду” мають стосуватися усієї угоди цілком, а також усі посилання на “ту чи іншу частину” мають розглядатися у відношенні до угоди як єдиного цілого.

16. Whereas the parties have entered into a contract for the sale of goods, and whereas the seller has failed to deliver the goods as agreed upon, the buyer has the right to terminate the contract. — Оскільки сторони підписали контракт на продаж товарів, та оскільки продавець не зміг доставити продукцію згідно з договором вище, покупець має право розірвати контракт.

17. Under current law, corporations can deduct charitable contributions only up to 10% of taxable income. — Згідно з діючим законом, корпорації можуть пожертвувати на благодійність лише до 10% оподаткованого доходу.

18. Just after it entered into a contract for the 34-story Lipstick Building, its first foray into New York, the lending market tightened. — Як

тільки вступив у силу контракт на 34-поверховий хмарочос Ліпстіка, їхнього першого “наскоку” до Нью-Йорка, ринок оренди став жорсткішим.

19. The CHMT reports to the director of the council, who is in charge of all project money in the council, and makes a request to borrow money from other accounts to continue with the delivery of health services while awaiting money from the central government. — Міський департамент охорони здоров'я є підзвітним голові ради, який, в свою чергу, відповідає за усі проєктні гроші ради, та готує запит на позичання грошей з інших рахунків для продовження надання медичних послуг, очікуючи на фінансування від центрального уряду.

20. John Smith, the plaintiff, has pled to say solely the truth. — Джон Сміт, позивач, поклявся казати лише правду.

21. ...to be eligible for the promotion, employees must have been with the company for at least two years... — ...щоб претендувати на підвищення, працівники мають пропрацювати у компанії щонайменше два роки...

22. It was not the intention of the parties to fail to reach an agreement, Your Honour. — Жодна зі сторін не мала на меті провалити досягнення згоди, Ваша Честь.

23. The purpose of the meeting is to discuss the new policy. — Мета цієї зустрічі - обговорити нову політику.

24. The company has the right to terminate the contract for any reason. — Компанія має право припинити дію контракту з будь-яких причин.

25. This Agreement shall remain in full force until all the payments have been made in full. — Ця угода залишатиметься у повній силі до того, як усі платежі будуть внесені у повному обсязі.

26. This Agreement shall remain in full force until all the payments are made in full. — Ця угода залишатиметься у повній силі до того, як усі платежі будуть внесені у повному обсязі.

27. The provisions for termination hereinafter appearing or will at the cost of the borrower forthwith comply with the same. — Положення про

розірвання, які з'являються або з'являться в цьому документі, будуть негайно виконані за рахунок позичальника.

28. Your landlord must put down your deposit in a government-approved tenancy deposit protection scheme if you have an assured shorthold tenancy (AST) that started after 6 April 2007 (in England and Wales). — Ваш орендодавець повинен внести ваш депозит у затверджену державою схему захисту орендних депозитів, якщо у вас є гарантована коротка оренда (AST), яка почалася після 6 квітня 2007 року (в Англії та Уельсі).

29. The contract was signed by both parties. — Договір був підписаний обома сторонами.

30. Both parties signed the contract. — Обидві сторони підписали договір.

31. A power of attorney is irrevocable for all purposes if the power of attorney: (1) is coupled with an interest sufficient in law to support an irrevocable power. — Довіреність не можна відкликати для будь-яких цілей, якщо довіреність: (1) поєднується з інтересом, достатнім за законом для підтримки безвідкличних повноважень.

32. Businesses and individuals are advised to exercise extreme caution in respect of any transactions that involve the payment of ransoms. — Підприємствам та фізичним особам рекомендується проявляти крайню обережність відносно будь-яких грошових переказів, пов'язаних з оплатою викупу.

33. Some member states have submitted statements regarding Article 2 of the Convention in the confiscation part regarding the obligation to confiscate the proceeds of crime. — Деякі держави-члени подали заяви щодо статті 2 Конвенції в частині конфіскації щодо зобов'язання здійснити конфіскацію доходів, одержаних злочинним шляхом.

34. Minimum sanctions are understood as minimum levels of fines and imprisonment that should be imposed by a court when a person is held liable for a criminal offence. — Під мінімальними санкціями розуміються мінімальні

розміри штрафів і срок позбавлення волі, які повинні бути призначені судом у разі притягнення особи до відповідальності за вчинення кримінального правопорушення.

35. The third party would rely on the term. — Вчинення третьою особою дій, заснованих на довірі до зазначеної договірної умови.

36. The Parties shall encourage contacts and exchanges of experience in public administration; in the judiciary and between legal bodies. — Сторони одобряють контакти та обмін досвідом у сфері державного управління; у органах юстиції.

37. In May 2019, i.e. after 6 years, the court of first instance on the basis of part 2, Art. 49 of the Criminal Code closed the criminal proceedings with the expiration of the lapse time. — У травні 2019 року, тобто через 6 років, суд першої інстанції на підставі частини 2, ст. 49 КК закрив кримінальне провадження із закінченням строків давності.

38. This section does not confer a right on a third party to enforce a term of a contract otherwise than subject to and in accordance with any other relevant terms of the contract. — Даний розділ передбачає надання третім особам права забезпечити примусове виконання договірної умови тільки з урахуванням інших умов стосовно даного питання договору і відповідно до них.

39. The third party must be expressly identified in the contract. — Договір повинен містити відомості, що індивідуалізують третю особу.

40. There shall be peace and friendship between Ukraine and the United Kingdom of Great Britain and Northern Ireland. — Україна і Сполучене Королівство Великобританії і Північної Ірландії будуть підтримувати відносини миру і дружби.

41. Needs-based family benefit shall not be granted retroactively for the preceding months. — Прожиткова допомога сім'ї не призначається заднім числом за попередні місяці.

42. In its application to Northern Ireland, this Act has effect with the modifications specified in subsections (2) and (3). — Справжній закон застосовується на території Північної Ірландії зі змінами, передбаченими в підрозділах (2) і (3).

43. Section 2(2) of the Unfair Contract Terms Act 1977 (restriction on exclusion etc. of liability for negligence). — Розділ 2 (2) (обмеження можливості виключення і інших дій щодо відповідальності за недбалість) закону «Про несправедливі умови договорів» 1977 року.

44. In the matter of the United States of America vs. John Doe, the defendant is charged with multiple counts of fraud, embezzlement, and tax evasion. — У справі обвинуваченого Джона Доу, відповідач звинувачується за декількома статтями: шахрайство, розтрата та ухилення від сплати податків.

45. After hearing all the evidence presented and considering the testimony of witnesses, the jury has reached the following verdicts. — Заслухавши всі надані докази та розглянувши свідчення свідків, присяжні винесли наступний вердикт:

46. This verdict serves as a reminder that all individuals, regardless of their position or wealth, must be held accountable for their actions. — Цей вердикт служить нагадуванням про те, що всі люди, незалежно від їхнього становища чи статків, повинні нести відповідальність за свої дії.

47. The court wishes to emphasize that any form of white-collar crime will not be tolerated, and those found guilty will face the consequences of their actions. — Суд хоче підкреслити, що будь-яка форма службових злочинів не допускатиметься, і ті, хто буде визнаний винним, понесуть наслідки своїх дій.

48. The defendant has the right to appeal the verdict within 30 days of the sentencing. The court will now adjourn and reconvene for the sentencing hearing at a later date. — Підсудний має право оскаржити вирок протягом 30 днів з моменту проголошення вироку.



49. The court extends its appreciation to the jury for their service and dedication to justice. — Суд висловлює свою вдячність присяжним за їхню службу та відданість правосуддю.

50. The victim(s) in this case have suffered great harm and the court hopes that this verdict brings some sense of closure and justice. — Потерпілому (потерпілим) у цій справі завдано великої шкоди, і суд сподівається, що цей вердикт принесе деяке відчуття завершення та справедливості.

## РЕЗЮМЕ

Англомовна юридична лексика є однією з найбільш складних та специфічних галузей лексики. Вона характеризується використанням термінів та фразеологізмів, які специфічні лише для юридичної сфери, та використанням спеціального стилю, який характерний для юридичних документів.

У даній роботі було проведено практичне дослідження наявних лексичних і граматичних особливостей англомовної юридичної термінології на основі вже існуючих численних теоретичних праць. Крім того, було описано лексичні, граматичні та лексико-граматичні трансформації, які доцільно застосовувати при перекладі юридичних термінів.

Практичне значення роботи полягає у можливості її використання у різних галузях сучасних наук: перекладознавстві, лінгвістиці та юриспруденції.

**Ключові слова:** *юридична термінологія, терміни, лексика, граматики, трансформації, правовий дискурс.*