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**Stylistic and translational aspects of English and Ukrainian legal discourse: a
comparative aspect**

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INTRODUCTION

For a considerable length of time, humanity has been engaged in the process of establishing a set of rules that governs its collective behaviour. This has resulted in the creation of certain norms with the intention of regulating behaviour. The most significant social interactions are those that are most accurately reflected in legal language. This language was originally designed to convey information that was necessary to resolve conflict situations.

The relevance of the research topic of this work is determined by the increasing importance of legal translation in a globalized world, especially within the context of Ukrainian-European legal cooperation. The precise and accurate translation of legal documents is vital for ensuring effective communication between different legal systems. Despite significant advancements in translation studies, the intricacies of legal discourse, especially in terms of stylistic and grammatical features, remain underexplored.

The aim of the qualification paper is to conduct a comprehensive comparative analysis of the stylistic and translational aspects of English and Ukrainian legal discourse. Specifically, the research seeks to identify key differences and similarities in the structure, stylistic nuances (especially as seen in lexical choices), and syntactic patterns of legal texts in both languages. Furthermore, it intends to examine the particular challenges that emerge when translating legal documents from English to Ukrainian, and to suggest effective methods for surmounting these obstacles, thereby ensuring accuracy and fidelity in legal translation.

In alignment with the stated aim, the following **objectives** have been identified:

- to define the concept of a legal text in the context of English legal language;
- to classify various types of legal texts in English legal discourse;
- to reveal the structural and compositional features of English legal discourse;
- to elicit the lexical features of English legal discourse, focusing on legal terminology and specialized vocabulary;
- to determine the syntactic features of English legal discourse, including sentence construction and grammatical patterns;

- to scrutinize the peculiarities of translating English legal documents into Ukrainian, with an emphasis on translation as a specialized field;
- to specify the lexical, syntactic, and morphological aspects of translating English legal discourse into Ukrainian;
- to analyze the translation of legal documents based on the material of court decisions and rulings, highlighting specific challenges and solutions.

The object of this study is the legal discourse of English and Ukrainian languages, while **the subject** is the stylistic and translational features of legal texts in both languages, including structural, lexical, and syntactic characteristics.

The fulfilment of the objectives was achieved through the utilisation of a diverse array of **methods**. The general scientific methods employed included analysis, which was used to gather and thoroughly study the necessary material, and synthesis, which was used to summarise and draw conclusions. Additionally, the theoretical phase of the research employed deductive and inductive methods. Linguistic methods included the descriptive method and the comparative method, which facilitated the identification of the structure and features of English and Ukrainian legal discourse, along with their similarities and differences. The structural method was employed in order to establish links between the constituent parts of the legal language. Lexical, stylistic, pragmatic and contextual analyses were employed as linguistic research tools, particularly for the analysis of texts pertaining to international relations.

The scientific novelty of this research lies in its comprehensive comparative analysis of the stylistic and translational aspects of English and Ukrainian legal discourse. This study uniquely contributes to the field of translation studies by identifying and articulating the specific linguistic features that characterize legal texts in both languages. Furthermore, the research addresses gaps in the existing literature by systematically exploring the challenges faced during the translation of legal documents, with a particular emphasis on the nuanced differences between the two legal systems. By examining the particularities of translating English legal texts into Ukrainian, this study provides new insights into effective translation strategies and methods.

The practical value lies in the possibility to apply the results of the research study in various areas. The materials and findings can be utilized in lectures, the development of textbooks, and courses on Translation Studies, Theory and Practice of Translation, as well as Comparative Stylistics of English and Ukrainian. Furthermore, the insights gained will enhance the skills of legal practitioners and translators, leading to more accurate translations of legal documents.

Structure of master's qualification paper. The paper consists of an introduction, two chapters, conclusions for each chapter, general conclusions, a list of references, and appendices. The total volume of the work is 118 pages, with the main text comprising 85 pages.

The first chapter explores the characteristics of English legal language. It clarifies the concept of a legal text, surveys various classifications of legal texts, and examines their structural, compositional, lexical, and syntactic features.

The second chapter focuses on the peculiarities of translating English-language legal documents into Ukrainian. It addresses the translation of legal documents as a special type of translation, analyzes lexical, syntactic, and morphological aspects of translation, and discusses the specific challenges in translating court decisions and rulings.

The general conclusions summarize the results of the study, highlighting the key findings and their implications for legal translation practices.

The Annex provides 100 examples of sentences with the studied phenomenon in the source language and their translations.

CHAPTER ONE

THE MAIN CHARACTERISTICS OF ENGLISH LEGAL LANGUAGE

The language of law in English is more than just a collection of words; it's a sophisticated system that helps create order in our society. Unlike the way we typically communicate in everyday life, English legal language has a special kind of power. It shapes our rights, guides our actions, and defines how we relate to one another and to institutions. What's really interesting about this language is how it takes what might seem like simple phrases and transforms them into binding commitments and undeniable truths.

Yet, within this organized structure, there's a distinct style that resists casual expressions and encourages deeper analysis. It not only clarifies meaning but also plays a crucial role in how power and responsibility are shared in society. To really grasp what makes English legal language tick, one needs to recognize that it means more than just communicating ideas—it's about influence and authority, reflecting the values and beliefs of the society it represents.

This chapter will explore these core qualities, delving into the precision, formality, and disciplined style that grant English legal language its unique role within the legal system. By the end, the significance of this topic will be evident, highlighting not only its fascinating nature but also its vital importance in understanding how law shapes our lives.

1.1. The concept of a legal text

A text is a sequence of symbolic units united by semantic connections. The primary properties of a text are coherence and integrity. The proper construction of a verbal text requires adherence to the principle of "textuality," which encompasses external meaningfulness, timely perception, fulfillment of communication conditions, and more. Accurate perception of a text relies not only on linguistic units and their combinations but also on the necessary communicative context.

The concept of text is studied within the field of text linguistics, which focuses on the rules for constructing coherent texts and their semantic categories. This field aims to uncover the deep meanings within a text and identifies semantic strings and subthemes that might be hidden from literary or stylistic analysis. Text linguistics examines the

motivation behind choosing one language form over another, differentiating it from grammar, which prescribes possible forms, from stylistics, which determines the suitable unit for a given style or context, and from rhetoric, which seeks the optimal form of persuasion.

Text linguistics intersects with many branches of scientific knowledge, each focusing on various aspects of texts or using texts as methods for specific activities. Legal linguistics, for instance, studies legal texts, which dictate the behavior of recipients such as countries, organizations, institutions, and citizens. Legal texts regulate, prohibit, permit, recommend, describe the real world, and influence human behavior. Their communicative impact is based on the power dynamics and authority expressed within them. These texts share common communicative purposes, typical communication situations, pragmatic settings, and linguistic and stylistic features (Апалат, 2003, p. 44).

Legal texts are predominantly written. They can range from a word or phrase to extensive compositions, with sentences serving as the most indicative units of stylistic quality. Sentences in legal texts are characterized by a specific type of communicative ability, contributing to the text's functional and stylistic coherence. Sentences with normative functional semantics form the basis of the grammatical structure of legal texts.

Legal texts, as products of relevant discourse, highlight cultural distinctions and express the complex relationship between individuals and society. They exhibit numerous stylistic features, including specialized terminology, idiomatic expressions, clerical phrases, passive constructions, Latinisms, and abbreviations (Артикуца, 2004, p. 38). Additionally, legal texts often lack punctuation and use adverbs (e.g., hereof, thereof), formal expressions (e.g., the same, the aforementioned), and linguistic doubles and triplets (e.g., by and between; null and void).

Legal texts clearly define extralinguistic factors such as the addressee, the referent, and the objective reality without the author's subjective attitude. They prioritize unambiguous meaning and clarity to ensure accurate reproduction and understanding (Мойсеєнко, 2007, p. 11).

In communication, texts represent specific linguistic genres, characterized by structural, compositional, intentional, and pragmatic features. Legal texts are divided into legislative texts, law enforcement texts, legal science texts, and legal journalism texts. Legislative texts embody the will of the legislature, while law enforcement texts are crucial forensic information sources. These texts are recorded during criminal proceedings and contain valuable evidence for investigators (Арендаренко, 2003, p. 27).

Forensic textology, a branch of authorial examination, develops methods for textual research and addresses diagnostic and identification issues within authorship studies. Texts are studied from modern textual criticism and the style of the Ukrainian language, with a focus on crimes committed through verbal behavior, such as defamation, incitement, and threats (Апалат, 2003, p. 37).

Legal texts must present scientific thinking in political and legal studies, adhering to principles of professionalism, relevance, and cognitive value. They aim to influence the mind and consciousness of the reader with clear, objective, and accurate information.

Legal journalism texts, however, differ by providing accessible legal information and influencing public opinion. They use emotional, phraseological, and metaphorical language, alongside legal, scientific, and socio-political terminology (Арендаренко, 2003, p. 19).

A comprehensive understanding of a text involves analyzing its form and content, considering both linguistic and non-linguistic elements. The study of legal texts should include structural, functional, logical, psychological, and other aspects to fully grasp the conveyed message (Калюжна, 1982, p. 26).

It is essential to grasp the idea of what a text is. There are many definitions of a text, but we can briefly summarise it as follows: a text is a set of consecutive sign units united by meaning and grammar. The concepts of integrity, coherence, structure and completeness are essential features of a text.

The norms of verbal text construction are determined by the requirements of textuality. They include a number of factors such as meaningfulness, the possibility of timely perception, the implementation of appropriate communication conditions, etc.

Adequate perception of the text is achieved not only by language units and their combination, but also by the necessary communicative background. When making a statement, a person not only finds words in accordance with the objects and phenomena around him or her. Moreover, he or she forms the utterance as a whole.

Text is the subject of study in the discipline of text linguistics. This is a fairly young branch of linguistics that studies the laws of creating a coherent text and its semantic categories. Text linguistics finds out the internal meanings inherent in a particular text. In addition, in order to identify semantic lines and subthemes inaccessible to literary or stylistic analysis, it is sometimes necessary to take into account the principle of using language units (or not using certain expressions or categories). Text linguistics deals with the motivation for choosing one of the two possible language forms. This is what distinguishes it from grammar, which presents the only possible form, from stylistics, which determines the unit that is appropriate for a particular style or context, from rhetoric, which seeks the best form of persuasion, etc.

Thus, the text is an object that connects many branches of scientific knowledge that are specifically aimed at studying the text or only study its individual aspects as a method of certain activities.

Legal texts are a group of texts united by a common purpose of communication, used in typical communication situations, have the same pragmatic institution and have common linguistic and stylistic characteristics.

A legal text is similar to both a scientific text and an instructional text, as it performs both cognitive and prescriptive functions. Laws, including the main law (the Constitution) and all bylaws, have such communicative tasks.

The legal text determines the behaviour of recipients - countries, organisations, institutions, and citizens. The text of the law regulates, prohibits, authorises, recommends, modifies, describes the real world and human behaviour. The communicative impact of a legal text is based on the factors of the forces contained in it.

The addressee of legal texts is the lawyer who creates these texts, taking into account the peculiarities of the social order. And the recipient in this case is any citizen of the country.

Futhermore, in a number of ways, legal texts differ not only from general texts but also from other specialised texts. The rejection of the use of standard textual norms in favour of "deviant" variants is not accidental at all, but arises from basic pragmatic principles typical of the legal field. The most important of these principles concerns the avoidance of ambiguity and the mandatory accuracy of interpretation.

This criterion also explains the high degree of conservatism inherent in the law. The desire to prevent new terms from leading to ambiguity contributes to the stability of traditional linguistic features, which persist even when they disappear from the common language. Old formulas are preferable to newly created ones because of their long history and extensive codification, and generally accepted interpretation. The reverence for tradition observed in legal language also reflects its close connection with the ancient practice of using special formulas for oaths or appointments, for drafting decrees and statutes, for issuing laws, conferring honours or transferring property. In this context, language patterns are used to confirm the validity of an action.

These "frozen" language patterns, sometimes called "procedures", allow for slight variations in form, and when translated can only be reproduced by similar procedures in the target language, as can be seen in the following examples: unless otherwise provided by law; without prejudice to article.

Another consequence of this principle is the high level of redundancy in legal texts, usually due to the pleonastic use of lexical items. This entails a violation of the principle of brevity (which is a distinctive feature of specialised discourse), as the number of lexemes used is much greater than necessary. For example, English drafters of legal documents often use two interchangeable terms for the same concept: for example, new and novel, false and untrue, made and signed, terms and conditions, able and willing. There is a historical reason for this tradition: each of these pairs often consists of a Neo-Latin term combined with an Anglo-Saxon parallel, a practice that dates back to the post-

Norman invasion era when there were two spoken languages in England: English (an Anglo-Saxon term) and Norman French. The designation of concepts in both languages ensured understanding by all segments of the population.

These historical considerations are typical of the English tradition, so they may cause some problems for translators of other languages who are not as familiar with synonymous terms.

One of the factors that characterise legal texts is their large volume and complexity. Written legal discourse is encoded in much longer sentences than those found in ordinary speech. Often, sentences in English legal texts are twice as long as scientific texts and eight times as long as spoken texts. The considerable length of sentences in legal texts is explained by the large number of points necessary to minimise ambiguity and misunderstanding. In addition, legal texts contain a large number of postmodifiers and relative clauses, unlike other types of specialised discourse that prefer pre-modification instead. The rare exclusion of relative clauses and the frequent use of long postmodifiers leads to very long and syntactically complex sentences.

1.2. Classification of legal texts

Legal discourse is a complex form of communication, primarily manifested through legal texts written in legal language. These texts are recognized as specialized types of writing, distinct from other text forms due to their unique internal and external characteristics. The diversity within legal texts mirrors the multifaceted nature of the law itself. Legal texts vary in their function, structure, and linguistic features, leading to their classification into specific genres based on different criteria. Understanding these genres is crucial for comprehending both legal discourse in general and the intricacies of legal texts specifically. This section provides an overview of the genres of legal texts, focusing on their defining characteristics and the principles used to classify them.

Although many scholars have addressed the topic of legal text genres, a comprehensive classification system remains absent. This lack of consensus can be attributed to the interdisciplinary nature of law, which complicates the task of establishing a clear typology for legal texts. Bhatia notes that "law is less universal than science"

(Bhatia, 1993, p. 136). Additionally, there is no agreement in the literature regarding the most appropriate criteria for classifying legal texts. Some scholars categorize these texts based on their function or context of use, while others classify them by legal branches or groups of legal professionals. Below is a review of these classification criteria.

According to Varo and Hughes, texts within a specific legal genre must share at least the following characteristics:

1. A common communicative function.
2. A similar macrostructure or organizational framework.
3. A comparable discursive mode of development for the macrostructure, along with similar discursive techniques.
4. A shared lexical and syntactic structure, with consistent functional units and formal features.
5. Common social and pragmatic conventions (Varo & Hughes, 2002, p. 102).

Varo and Hughes (2002) assert that each area of law—such as civil law, criminal law, administrative law, labor law, European Union law, land law, and property law—contains a variety of legal text genres that correspond to the different activities undertaken by legal professionals, including judges, lawyers, and attorneys. Given the diverse roles that these professionals play, a wide range of legal text genres is anticipated. While Varo and Hughes provide a comprehensive analysis of several genres, including doctoral theses, diplomas, certificates, statutes, legal reports, court decisions, contracts, deeds, insurance policies, wills, powers of attorney, and scholarly articles, their classification of these texts into genres lacks clarity.

The authors identify three primary categories of legal text genres. The first category encompasses texts related to statutory law, public law, and judicial decisions. The second category comprises private law texts that delineate legal agreements among private individuals, such as contracts, deeds, and wills. Finally, the third category includes scholarly legal works, including textbooks and professional articles. Notably, Varo and Hughes point out that the genres within the second and third categories exhibit greater flexibility and openness in subject matter while still maintaining distinctive

macrostructural features that render them immediately recognizable as legal genres (p. 102). Consequently, it can be inferred that their classification is predominantly grounded in legal domains or branches of law.

Similarly, Mattila (2013) advocates for the classification of legal texts into genres based on branches of law, emphasizing that the primary distinguishing criterion becomes the specialized terminology pertinent to each field. Mattila explains that this approach to classification relies on the internal characteristics of the texts themselves, as much of the legal terminology across various branches is often universal. However, certain fields, such as criminal law, employ terminology that is not applicable in property law, illustrating the complexity of legal language (p. 3). Moreover, in specific areas of law, such as tax law and land law, legal terminology may frequently intermingle with non-legal technical vocabulary. Although categorizing legal texts by their respective branches of law is a viable strategy for genre classification, relying solely on terminology as the distinguishing criterion may prove inadequate and potentially lead to considerable confusion.

Another method of classifying legal texts is proposed by Šarčević, who presents a bifurcated classification system based on two primary functions of language: regulatory (prescriptive) and informative (descriptive) (Šarčević, 2000, p. 11). According to her framework, legal texts are categorized into genres based on their functional properties, which are defined as follows:

1. **Predominantly Prescriptive:** These texts serve a normative function by dictating a specific course of action that individuals are required to follow. They typically contain rules, norms of behavior, commands, prohibitions, or permissions. Legal genres that fall into this category include laws, regulations, codes, contracts, treaties, and conventions. Šarčević characterizes these texts as "documentary sources of law," which are primary sources from which a legal system derives its authority and coercive power (p. 11-12).
2. **Predominantly Descriptive but Also Prescriptive:** This group includes hybrid legal texts that primarily provide descriptive information but also contain prescriptive

elements. Examples of texts in this category are court decisions, motions, reports, appeals, and petitions.

3. Purely Descriptive: The final category comprises legal texts that represent legal doctrine, the authority of which varies across different legal systems. These texts are not regarded as legal instruments but rather as scholarly works authored by legal experts. Examples include legal essays, textbooks, and academic articles.

Notably, the third category in Šarčević's classification corresponds to the third group identified by Varo and Hughes, which similarly encompasses scholarly legal works. Additionally, Tiersma (1999) discusses the variability of legal language across different contexts, emphasizing factors such as geographical location, degree of formality, and distinctions between spoken and written language. He describes genre as a category of composition, suggesting that members of a particular genre typically share similar levels of formality and structural characteristics (p. 139).

In alignment with Šarčević's classification framework, Tiersma (1999) also advocates for categorizing legal texts into genres based on their functions. He delineates three distinct types of legal texts:

1. Operative Legal Documents: This category encompasses texts that create or modify legal relationships. Examples include pleadings, petitions, orders, statutes, contracts, and wills. These documents are typically composed using formal and formulaic legal language and exhibit a rigid structural framework.
2. Reference Documents: Tiersma defines this category as texts that explore specific legal issues with a relatively objective tone. Examples include court opinions, attorney-client correspondence, and textbooks. While these documents adhere to traditional structural norms, they do not follow a strictly rigid format.
3. Persuasive Documents: This group includes texts designed to persuade, such as letters submitted to the courts and memoranda of case and authority. These documents are characterized by a less formal approach in both structure and language compared to operative legal documents.

Tiersma further observes a notable distinction in the specificity of legal language used in different genres. He points out that legal documents, such as contracts, wills, deeds, and statutes, which are intended for clients and directly impact their interests, exhibit a higher degree of legal specificity. In contrast, genres aimed at judges and other legal professionals, such as essays, briefs, and memoranda, tend to be less specific in nature (pp. 139-141). This highlights the varied functions and audience considerations inherent in different types of legal texts, underscoring the complexity of legal language and its contextual applications.

Maley (1994) proposes a classification of legal texts that encompasses both oral and written forms, emphasizing the discourse situation as the main criterion in his typology, which aligns with Trosborg's concept of "situation of use." Based on the contexts in which legal texts are employed, Maley identifies four distinct groups:

1. Sources of Law and Judicial Process: This category includes written texts such as laws, regulations, bylaws, precedents, wills, and contracts.
2. Pre-Trial Processes: This group encompasses both oral and written texts, including police interviews, videos, motions, consultations, and jury summons.
3. Trial Processes: Focusing on oral texts, this category involves courtroom interrogations, cross-examinations, interventions, procedural rules, jury findings, and court decisions.
4. Recording Court Decisions in Legal Reports: This final group consists of written texts that document court rulings.

Evidently, the last three categories pertain specifically to trial-related legal texts, while the first category encompasses all other legal documents. A similar classification based on situational factors is suggested by Anna Trosborg (1997), although she applies her framework more broadly to legal discourse rather than focusing solely on legal texts. This classification is beneficial for understanding the structure and function of both spoken and written legal texts.

Cao (2007) also prioritizes the situation of use in her classification but excludes spoken legal discourse, identifying four principal groups of legal texts:

1. Legislative Texts: This includes domestic statutes, bylaws, international treaties, and multilingual laws produced by legislative bodies.
2. Judicial Texts: These are texts generated during court proceedings by judicial officers and other legal authorities.
3. Legal Scholarly Texts: Written by academics or legal scholars, these texts encompass scholarly works and commentaries, and their legal authority varies by jurisdiction.
4. Private Legal Texts: This group includes documents prepared by notaries, such as contracts, leases, wills, court documents, and other records created by non-lawyers.

Hiltunen (1999) identifies three main types of legal writing:

- a) Academic Texts on Law: This category involves academic research concerning language use within legal contexts, often found in scholarly journals and law textbooks.
- b) Legislative Texts: These texts pertain to language utilized in statutes, including constitutions, acts of parliament, contracts, and treaties.
- c) Legal Texts in Court: This group includes language used during court proceedings, court decisions, and legal reports.

Each of these types of legal writing necessitates different linguistic choices. However, despite their variations, they share fundamental characteristics, as all legal texts are involved in the overarching domain of legal communication.

In addition to the classifications based on areas of law, text functions, and usage situations, there are alternative criteria for categorizing legal texts into genres. Danet (1985) offers a distinct classification that considers the formality of style and the mode of information delivery (written or oral). He identifies several types of legal texts based on their formality and provides a typology that distinguishes between different registers and mediums used in legal communication, including both composed and spontaneous forms. His typology includes:

1. Frozen Written: Texts that are fixed in form, such as insurance policies, contracts, leases, and wills.
2. Frozen Spoken: Texts that occur in fixed verbal contexts, including marriage ceremonies, arraignments, witness oaths, and sentences.
3. Formal Written Documents: These consist of statutes, letters, and appellate opinions, characterized by a high degree of formality.
4. Formal Spoken: This category includes the interrogation of witnesses by attorneys during trials and lawyers' motions, both of which are structured interactions.
5. Advisory Speech: An example of this genre is witness testimony, which provides input based on the witness's knowledge or experience.
6. Consultative Conversational and Spontaneous: This includes interactions between advocates and clients, as well as standing conferences.
7. Spontaneous Conversations: These are informal exchanges that occur in settings such as lobby conferences or conversations between lawyers.

Danet's classification is notably broader than the typologies previously discussed, as it encompasses both written and spoken genres of legal texts. However, this detailed classification may appear somewhat confusing at first glance. While categorizing legal texts as either written or spoken is relatively straightforward, distinguishing between frozen legal texts and official texts can be challenging. Additionally, it is not immediately clear where legal scholarly texts fit within this classification framework.

Mattila (2013) introduces a fifth criterion for the classification of legal texts, specifically focusing on the application of this criterion to legal language. He posits that legal discourse can be categorized according to various subgroups of legal professionals. This is due to the fact that different legal subgroups, such as legislators, judges, notaries, and lawyers, employ distinct legal languages characterized by specific vocabulary and stylistic choices (p. 4). Thus, legal discourse encompasses texts produced and utilized by these various legal authors, reflecting the specialized nature of legal communication across different legal contexts.

In this qualification thesis, the function-based classification system for legal texts will be favored. This system proposed by Šarčević offers a helpful way to understand legal texts by categorizing them based on their main purposes—whether they are mostly prescriptive (telling us what we must do) or descriptive (providing information). This clear framework makes it easier to analyze legal documents, highlighting how different genres fulfill specific roles within the legal field. It's not just useful for legal professionals; scholars can also benefit from this approach, as it emphasizes the importance of context and audience in legal communication. Moreover, Šarčević's system fits well with other classification methods, like Tiersma's distinction between operative, reference, and persuasive documents.

1.3. **Structural and compositional features of legal language**

In modern legal linguistics, legal language is recognized as a specific functional variety of literary language. It is distinguished by linguistic, stylistic, and structural-genre features, which are shaped by the particularities of the legal system and its communicative demands (The Legal Encyclopaedia, 2004, p. 472). In communication, any text corresponds to a specific genre and possesses structural, compositional, and pragmatic characteristics based on its functionality. Protsenko (2010) categorizes legal texts into types such as lawmaking (e.g., the text of normative legal acts), law enforcement, legal science, and legal journalism (p. 43). Furthermore, Stefanchuk (2011) classifies legal texts according to features like method of fixation (e.g., printed or electronic documents), name (e.g., complaint, ruling), origin (e.g., personal, administrative), type of origin (e.g., stenciled or individual), and more (p. 4).

Regardless of the language used (e.g. English, German, Ukrainian etc.), legal language is marked by precision, formality, logical coherence, and a high level of standardization. Its features vary according to the field of legal activity, and legal language is studied in both legal science and linguistics, particularly through the lens of legal discourse (Царьова, 2017, pp. 99-103). Legal language serves as a form of code within institutional contexts, characterized by a broad range of terms, clichés, and complex syntax, with limited genre and stylistic means and minimal expressiveness or

contextuality. These characteristics reflect the primary goal of legal discourse: to regulate relationships between individuals. The use of precise terms helps ensure clarity and avoids multiple interpretations, aligning legal discourse with scientific texts in this respect. Although the complexity of legal language can create difficulties for laypeople, efforts to simplify legal language have not eliminated the need for its technical precision (Phillips, 2003, p. 118).

In the analysis of legal discourse, certain oversights can be observed as many researchers tend to focus more on everyday language discourse, which is the least structured among discourses (Селіванова, 2004). However, legal discourse involves more structured types of communication, such as court hearings or conversations between investigators and suspects. Within legal discourse, two primary structures are identified: macrostructures and microstructures. At the macro level, a legal text is examined globally, such as in the analysis of passages, paragraphs, or sequences in dialogues. This division of the overall text into distinct, unified fragments can be signified by longer pauses in oral discourse or graphical markers in written texts (van Dijk, 1980).

The Dutch linguist T.A. van Dijk (1980) introduced the concept of macrostructure, which he described as the recipient's generalized interpretation of the discourse's overall content, akin to an abstract, facilitating a comprehensive understanding of the text. On the other hand, microstructures examine the text at the level of minimal units, such as word combinations or phrases. Psycholinguistic research suggests that using subordinate clauses to structure information remains significant in shaping discourse coherence at the sentence level.

Van Dijk (1980) also highlights that the study of textual relations has evolved beyond sentence-level analysis, extending into broader considerations of discourse coherence in both macro- and microstructural terms. At the macro level, coherence is defined by the unity of topics and subtopics, while at the micro level, it concerns the relationships between minimal discourse components.

In pragmalinguistic terms, discourse is seen as an interactive activity between communicators who exchange messages using both verbal and non-verbal

communication strategies (Селіванова, 2004). Discourse, being an act of communication, involves both a speaker (addresser) and a listener (addressee), with a focus on the interaction between these roles. Discourse analysis therefore encompasses several aspects, including the creation of discourse by the speaker, its comprehension by the recipient, and the communicative act as framed within the text (Селіванова, 2004). Despite extensive research into the structure of discourse, it remains an area that is not yet fully understood.

It is important to note that written discourse, as discussed in this context, is not the fundamental form of communication. Instead, it is a derivative of oral discourse, which is considered primary. From a pragmalinguistic perspective, the structure of discourse includes key components such as the addresser (speaker), the addressee (recipient), and the reality presented within the text. One of the primary goals of pragmalinguistic research in legal discourse is to identify the nuances of the author's presence, particularly their subjective emotional and evaluative stance toward the topic and the semantic content of their message. While the expressive element varies in significance across different communication contexts, it remains a universal feature, as completely neutral statements are impossible.

Another critical aspect of pragmalinguistic analysis is its focus on the recipient. To fully comprehend legal discourse, it is essential to familiarize oneself with its structure, which involves the proper arrangement of material. This typically begins with specifying the condition under which a legal rule applies, followed by detailing the events occurring under those conditions. If the rule is violated, the document should specify the potential legal consequences.

Legal documents, depending on their type, usually adhere to a specific, established structure. For this reason, when translating legislative texts, it is crucial not to alter the structure or use inappropriate language, such as emotionally charged words or jargon. Any deviation from this structure or vocabulary inaccuracies can compromise the document's legal validity and may result in damages or compensation claims.

1.4. Lexical features in legal writing

David Mellinkoff, in his book *The Language of the Law* (1963), identifies nine key characteristics that define legal language, which he summarizes to outline how legal discourse operates. These characteristics reflect the specific linguistic, stylistic, and structural demands of legal communication.

Mellinkoff's 1963 Description of the Main Lexical Features of Legal English	
Use of terms of art	e.g. <i>waiver, restraint of trade, restrictive covenant, promissory estoppel</i>
Ordinary words used with special meanings	<i>E.g. consideration, construction, furnish, hold, find, etc.</i>
Lack of punctuation	Archaic legal drafting was characterised by conspicuous absence of punctuation. In contemporary legal texts, punctuation is used more appropriately
Use of doublets and triplets	<i>E.g. null and void, fit and proper, (due) care and attention, perform and discharge, terms and conditions, dispute, controversy or claim, and promise, agree and covenant</i>
Unusual word order	<i>E.g. the provisions for termination hereinafter appearing or will at the cost of the Borrower forthwith comply with the same</i>
Use of unfamiliar pro-forms	e.g. <i>the same, the said, the aforementioned, etc.</i>
Use of pronominal adverbs	e.g. <i>hereof, thereof, and whereof</i>
<i>-Er, -or, and -ee</i> endings	e.g. employer and employee; lessor and lessee, etc.
Use of phrasal verbs	e.g. <i>put down deposits, serve [documents] upon other parties, write off debts</i>

Table**1***Mellinkoff's (1963) Description of the Main Lexical Features of Legal English*

As shown in the table, Legal English contains numerous specialized terms that are often unfamiliar to individuals outside the legal profession. Garzone and Salvi (2007) emphasize that legal documents are rich in ritualistic vocabulary, frequently incorporating archaisms from French or Latin. Examples include terms like "*deemed*," "*expiration*," and "*termination*," along with collocations such as "*terms of years*" and "*upon the death of*," which convey a formal tone that their individual components do not possess on their own.

Many English legal terms have French origins, including words like "*assurance*," "*proposal*," "*effect*," "*society*," "*subject*," and "*contract*." While some of these terms have been fully assimilated into general English, others retain their original form and remain unique to the legal domain. Examples of law French terms that have not been naturalized into everyday language include:

- Estoppel: a legal principle preventing a party from denying or asserting a fact based on their previous actions or statements.
- Fee simple: refers to the most complete form of land ownership, granting the holder the right to use, possess, and dispose of the land.
- Laches: a defense used in equity cases where a plaintiff's unreasonable delay in bringing action harms the defendant.

In addition to French terms, Legal English also incorporates Latin phrases, which continue to be used in legal contexts:

- Amicus curiae: a person or entity not directly involved in a case but with a strong interest in its outcome, who submits information or arguments to assist the court.
- Nolle prosequi: a formal declaration by a plaintiff or prosecutor to discontinue a lawsuit or criminal case, either partially or entirely.
- Res judicata: a doctrine that a final judgment by a competent court is conclusive between the parties, barring re-litigation of the same issues.

French has also influenced Legal English through terms like "*employer*" and "*employee*" or "*lessor*" and "*lessee*," where the reciprocal nature of the relationships is expressed through the use of alternative endings—[-eur] and [-é], which stem from French.

Another significant characteristic of Legal English is the use of ordinary words with specialized legal meanings. For example, the term "consideration" in law refers specifically to a payment or a crucial element in contract law, which is defined as a benefit that must be exchanged between parties, serving as the primary motivation for entering a contract (Law & Martin, 2009). Similarly, "construction" in a legal context refers to the act of interpreting a statute or legal document, such as a contract or will, particularly when its meaning is ambiguous (Law & Martin, 2009).

One of the hallmark features of Legal English is the use of doublets, a term coined by Yakov Malkiel, which refers to pairs of words from the same grammatical category that appear on the same syntactic level and are typically linked by a conjunction (Gustafson, 1975). Common examples of legal doublets include phrases like "*null and void*" (indicating a lack of legal validity), "*goods and chattels*" (referring to personal property), and "*aid and abet*" (meaning to assist in the commission of a crime).

Inna Koskenniemi (1968) highlights the dual nature of certain referents that naturally lend themselves to being expressed as binomials, where the duality of the concept prompts the use of two words. Koskenniemi further distinguishes between two types of hendiadys: qualitative and quantitative. Qualitative hendiadys involves combining two words with distinct meanings, such as "*law and order*" or "*sanity and reason*." In contrast, quantitative hendiadys involves near-synonyms, where two words expressing the same idea are paired, such as "*rule and regulation*" or "*part and parcel*."

From a diachronic perspective, the presence of French-English and Latin-English binomials in legal language can be traced back to early Medieval English. At that time, pairing a French or Latin word with its native English synonym was common practice to aid those unfamiliar with one of the languages. Over time, these binomials became fixed expressions and some evolved into technical legal terms, forming part of the stylistic

conventions of legal language. For example, the phrase “*will and testament*” originally distinguished between movable and real property, reflecting the distinct legal meanings these terms had in historical contexts. The combination of both terms ensured legal precision, a necessity in legal language.

Gustafsson (1975) classifies binomials into five types:

1. Near-synonyms: Terms like “*null and void*” add emphasis and richness to the expression.
2. Mutual complements: Examples include “*food and drink*” or “*soul and spirit*,” expressing dual concepts.
3. Opposites: Such as “*dead or alive*” and “*up and down*,” where A and B are antonyms.
4. Subdivisions: Terms like “*genus and species*” or “*dollars and cents*” represent a part-whole relationship.
5. Consequential pairs: Examples like “*shoot and kill*” or “*rise and fall*” show a relationship where B is a consequence of A.

According to Gustafsson, once binomials reach a formulaic status, their word order becomes fixed, and they become an irreversible part of legal style due to conservatism, a tendency to preserve traditional forms in legal language.

An example of this conservatism is the archaic use of the verb “*witnesseth*,” which retains the [-eth] suffix from the third-person singular present tense, a feature once common in older forms of English but now largely restricted to legal and religious contexts. In legal documents, this form has survived out of tradition rather than grammatical necessity.

Another distinctive feature of legal language is the frequent use of uncommon pro-forms such as “*the same*,” “*the said*,” or “*the aforementioned*” in place of simpler demonstratives like “*this*” or “*that*.” These pro-forms are typically used as modifiers to refer back to previously mentioned entities, emphasizing precision. For example, “*the said property*” or “*the said John Smith*” is preferred over “*this property*” or “*John Smith*” in order to specify exactly which entity is being referred to. Interestingly, these legal pro-

forms serve not to replace the noun, as is the typical function of pro-forms, but to modify and specify it further, adding an additional layer of clarity.

Attention must be focused on the distinctive use of pre-modifiers and post-modifiers in legal English. Crystal and Davy (1969) propose a fourfold classification of modifiers, which includes:

1. **Prepositional phrases with nominal groups:** For example, *"The entry of the person's name."* A legal example can be found in the Justice of the Peace Act, stating, *"The entry of the person's name in the supplemental list shall also not preclude him"* (Justice of the Peace Act 9.3, 1979).
2. **Non-finite clauses:** These can appear in both active and passive forms, as demonstrated in the sentence: *"A stipendiary magistrate appointed on or after the 25th October shall vacate his office at the end of the completed year of service"* (Justice of the Peace Act 14.1, 1979). Another example is, *"A justice following a course of instructions under a scheme made in accordance with arrangements approved by the Lord Chancellor, or a course of instructions provided by the Lord Chancellor, shall be deemed to be acting in the performance of his duties as a justice"* (Justice of the Peace Act 2.2, 1979).
3. **Dependent clauses:** For instance, *"A person who on the date when his name falls to be entered in the supplemental list in accordance with subsection 2 above, holds office as chairman of justices in a petty session area shall have his name so entered"* (Justice of the Peace Act 8.3, 1979).
4. **Adjectives:** An example is *"An allowance payable under this section in respect of duties as a justice in the Crown Court shall be paid by the Lord Chancellor"* (Justice of the Peace Act 12.5, 1979).

Crystal and Davy's (1969) analysis indicates that legal English predominantly employs post-modifiers over pre-modifiers. This is evident in the example: *"Any enactment authorising or requiring persons to be summoned or to appear at petty sessions shall in the like cases authorise or require persons to be summoned or to appear before such a stipendiary magistrate at the place appointed for his sitting."*

The predominance of post-modifiers can be attributed to their descriptive function, in contrast to the classifying function of pre-modifiers. This distinction underscores the complexity and precision necessary in legal language.

1.5. Syntactic features in legal documents

This section aims to examine the syntactic features of Legal English, which are considered more distinctive than merely lexical characteristics, according to Danet (1980). These syntactic features contribute significantly to the comprehension difficulties experienced by non-specialists. Key syntactic elements include subordination, nominalisation, passivisation, multiple negatives, unconventional adverbial phrases, and instances of misplacement. Among these, subordination stands out as the primary syntactic characteristic of Legal English, establishing an unequal relationship between the main clause and subordinate clauses. The process of embedding can occur through left, right, or nested branching, which introduces subordinate clauses either at the left or right side or within the main clause. An example of this structure can be seen in the following excerpt from the Law of Property Act:

Termination by tenant of tenancy for fixed term

Where the tenant under a tenancy to which this Part of this Act applies, being a tenancy granted for a term of years certain, gives to the immediate landlord, not later than three months before the date on which apart from this Act the tenancy would come to an end by effluxion of time, a notice in writing that the tenant does not desire the tenancy to be continued, section 24 of this Act shall not have effect in relation to the tenancy, unless the notice is given before the tenant has been in occupation in right of the tenancy for one month. (Law of Property Act, 1969, § 1.27.1)

While left-branching is the most frequently used form in Legal English (Gustafsson, 1975), it is not uncommon to encounter various types of subordination within a single sentence. Such patterns contribute to the extreme formality and complexity of legal texts, often resulting in lengthy sentences connected by a hypotactic structure. Hiltunen (1990) analyzed the structure of the Law of Property Act 1969, noting that it consists of only 46 sentences with a median of 4.2% per page. There were 434 clauses in total, with 38 (37%)

coordinated syndetically, meaning they were connected by conjunctions, and 64 (63%) coordinated asyndetically, where clauses were linked without conjunctions. Asyndetic coordination is often utilized between clauses that depend on the same matrix clause of the same type or within lists, as illustrated in the following example:

"A tenancy granted for a term of years certain which is continuing by virtue of section 24 of this Act shall not come to an end by reason only of the tenant ceasing to occupy the property comprised in the tenancy, but may be brought to an end on any day by not less than three months notice in writing, given by the tenant to the immediate landlord. Whether the notice is given after the date on which apart from this Act the tenancy would have come to an end or before that date, but not before the tenant has been in occupation in right of the tenancy for one month.

34-(1) The rent payable under a tenancy granted by order of the court under this Part of this Act shall be such as may be agreed between the landlord and the tenant or as, in default of such agreement, may be determined by the court to be that at which, having regard to the terms of the tenancy (other than those relating to rent), the holding might reasonably be expected to be let in the open market by a willing lessor, there being disregarded-

- a) Any effect on rent of the fact that the tenant or his predecessors in title have been in occupation of the holding,*
- b) Any goodwill attached to the holding by reason of the carrying on thereat of the business of the tenant (whether by him or by a predecessor of his in that business),*
- c) Any effect on rent of an improvement, to which this paragraph applies,*
- d) In the case of a holding comprising licensed premises, any addition to its value attributable to the licence, if it appears to the court that having regard to the terms of the current tenancy and any other relevant circumstances the benefit of the licence belongs to the tenant "(Landlord and Tenant Act 1954).*

Crystal and Davy (1969) describe the prevalent use of hypotactic sentences in legal writing as a result of the inherent structure of legal sentences. This structure can be simplified to express a logical relationship, suggesting that legal sentences generally

follow a format such as “if X, then Z shall be Y” or “if X, then Z shall do Y.” Despite the variations possible within this basic structure, nearly all legal sentences include an essential “if X” component, indicating that every legal action or requirement is conditioned by a set of criteria that must be met before any action can take place.

This logical structure can be illustrated by the following example from the Construction Industry Long Service Leave Amendment Act 1985, Victoria, Australia:

"If the liquidator or trustee does not comply with any provision of this section (or fails as trustee duly to pay the long service leave charges for which the liquidator or trustee is liable under sub-section (3) the liquidator or trustee must, to the extent of the value of the assets which have been taken into the liquidator's or trustee's possession and which are or have been available at any time for the payment of the long service leave charges, be personally liable to pay the long service leave charges".

The structure of this sentence can be broken down as follows:

- Adverbial 1: If the liquidator or (etc., lines 1-4) (conditional subclause)
- Subject: the liquidator or trustee (line 4)
- Verb: must (line 4)
- Adverbial 2: to the extent of the value (etc., lines 4-7)
- Verb: be
- Subject complement: personally liable to pay (...) charges

It can be observed that the primary provisional clause, which involves a legal subject and action (*i.e., the Liquidator or trustee being personally liable to pay*), tends to be relatively brief. The lengthy sentences often arise from the accompanying list of conditions under which the action should or should not occur. Bhatia (1983) points out that a key feature of legislative language is the frequent use of qualifications. Legislative texts are often densely packed with qualifying phrases that clarify the main provisional clause. However, while these qualifications enhance precision, they can also lead to ambiguity if not placed correctly. Consequently, legal drafters aim to position qualifications close to the terms they modify, even if this results in less elegant or

convoluted sentences. This approach seeks to avoid ambiguity, which can result in syntactic discontinuities uncommon in other writing styles.

Another significant aspect of legal language is its high rate of nominalization. This results from the preference for using nouns instead of verbs to convey actions or processes, as illustrated in Gotti's (2003) example: *"the provisions for the recovery of possession" rather than "the provisions for recovering possession."* Bhatia (1983) argues that nominalizations enhance the precision and comprehensiveness of legislative statements, which benefits specialists aiming for concise expression. Nevertheless, research by Charrow and Charrow (1979) shows that nominalizations can be more challenging for non-specialists to understand compared to their verb forms. They note that replacing complex subordinate clauses with singular nominal forms often increases the overall complexity of the grammatical and semantic structure, making the sentence harder to comprehend. For instance, the phrase *"when you are incorporating the material into a chapter, make sure..."* becomes *"the incorporation of materials into a chapter necessitates..."*, thus losing specificity and becoming more impersonal.

The use of passive structures is another characteristic of legal writing. While passive forms contribute to formality and objectivity, they are sometimes necessary when there is no explicit agent. This shifts the focus from the actor to the action itself. The extent of passivization varies by legal genre; for example, contracts often emphasize the actor through active voice, as in Gotti's (2003) example: *"The tenant will not manage or injure the property or make any alteration in or addition to it."* In contrast, passive constructions are common when the agent is unspecified, as illustrated in Taylor's (1998) statement: *"No part of this publication may be reproduced or reprinted without written permission."*

The prevalence of passive voice in legal writing has led Kurzon (1989) to suggest that passive structures are the default form in legal English rather than active forms. Additionally, legal texts are marked by a high degree of impersonality. Although they are intended to facilitate communication between parties, they are usually written in the third person, referring to individuals by their roles (e.g., *'the Contractor'*, *'the Grantee'*, *'the*

Borrower', *'the Lender'*) without using first or second-person pronouns. Danet (1980) illustrates this formal tone by contrasting an original complex sentence from a Citibank loan form with a simplified version from the U.S.:

Original Version: "In the event of default in the payment of this or any other obligation or the performance or observance of any term or covenant contained herein or in any note or any other contract or agreement evidencing or relating to any obligation or any collateral on the borrower's part to be performed or observed; or the undersigned borrower shall die; or any of the undersigned become insolvent or make assignment for the benefit of creditors; or a petition shall be filed by or against any of the undersigned under any provision of the Bankruptcy Act; or any money, securities or property of the undersigned now or hereafter on deposit with or in the possession or under the control of the Bank shall be attached or become subject to distraint proceedings or any order or process of any court; or the Bank shall deem itself to be insecure, then and in any such event, the Bank shall have a right (at its option), without demand or notice of any kind, to declare all or any part of the obligations to be immediately due and payable, whereupon such obligations shall become and be immediately due and payable, and the Bank shall have the right to exercise all the rights and remedies available to a secured party upon default under the Uniform Commercial Code (the "Code") in effect in New York at the time and such other rights and remedies as may otherwise be provided by law".

Simplified Version: "I will be in default if I do not pay an installment on time, or if any creditor tries by legal process to take any money of mine in your possession".

While the original legal language may convey a sense of objectivity and authority, its reformed and simplified versions are significantly more accessible for non-experts.

One factor that complicates legal texts is the frequent use of multiple negatives. These are not only indicated by words like *"not"* and *"never,"* but also by terms such as *"unless,"* *"except,"* and prefixes like *"un,"* *"in,"* and *"im."* This complexity can hinder understanding, as illustrated in the following statement: *"That it is the kind of accident, which ordinarily does not occur in the absence of someone's negligence."* This can be

rephrased to make it clearer: *"It is the kind of accident that occurs when someone is negligent"* (Crandall & Charrow, 1990).

Additionally, the structure of clauses in legal texts often features adverbials placed in unusual positions. In everyday English, adverbials typically do not come between a verb and its object; however, in Legal English, a "verb/adverbial/object" arrangement is commonly observed. For example, Hovelsø (2006) presents this sentence: *"The client shall pay to the consultant an annual fee of 100,000 exclusive of VAT."* A more straightforward phrasing would be: *"The client shall pay an annual fee of 100,000 exclusive of VAT to the consultant."*

Long adverbials may also be inserted between auxiliary verbs and main verbs, resulting in a fragmented verb phrase that complicates interpretation for laypeople. For instance, Hovelsø (2006) cites: *"The liquidator or trustee must, to the extent of the value of the assets, which have been taken into the liquidator's or trustee's possession and which are or have been available at any time for the payment of the long service leave charge, be personally liable..."* This structure leads to a discontinuity that makes comprehension more challenging.

Moreover, the positioning of premises can disrupt the expected order of a sentence, as in the example: *"Permit the Landlord or the Landlord's agents at reasonable hours following notice to enter and view the Property with prospective tenants or purchasers"* (Gotti, 2003). Here, expressions of time, place, and agent are advanced in the sentence, altering the conventional sequence. Another instance demonstrates how modal auxiliaries can be separated from their lexical elements: *"This agreement and its rights and duties hereunder are personal to the member Firm and shall not, without the written consent of Grantor, be assigned, mortgaged, or otherwise encumbered by the Member Firm or by operation of law"* (Gotti, 2003). Such misplacements can reduce the comprehensibility of legal texts, as highlighted by Kurzon (1985), who suggests that the number of clauses inserted between adjacent elements negatively affects clarity.

These findings challenge the rationale provided by legal writers who argue that placing adverbial clauses at the beginning of sentences improves clarity. This initial

positioning can be attributed to both traditional practices and thematic considerations, as elements conveying new information typically appear at the start of a sentence before the main clause. In legislative language, the opening adverbial phrase sets the context for the rule in the main clause.

Furthermore, the word order in Legal English may also relate to the concept of iconicity, which refers to a direct correspondence between the signifier and the signified. For instance, Julius Caesar's famous phrase "veni, vidi, vici" illustrates this principle, as his arrival (veni) precedes his seeing (vidi) and conquering (vici). If the sentence were rearranged in a non-iconic manner, it would read, "I conquered after I had come and seen." In legal sentences featuring conditional structures, the "if" clause (protasis) typically precedes the main clause (apodosis), as the conditions must be met before the application of the main rule. Kurzon (1985) concludes that "the initial position of the adverbial is a direct reflection of reality, in that the adverbial refers to the circumstances that must occur before the rule in the main clause is performed."

Interpreting legal documents can be quite challenging, largely due to the complexity of the grammatical structures used. When examining the logical framework of statements, shifting focus from functional analysis—such as identifying subjects, objects, and adverbials—to examining constituents reveals different patterns.

A notable aspect of written legal English is its heavy reliance on nominal structures; that is, many features in a given passage are embedded within complex noun phrases. The resulting lengthy and intricate nominals stand out when compared to the relatively few verbal groups, which tend to be drawn from a limited selection of options (Crystal & Davy, 1969).

In legal writing, nouns are generally not accompanied by adjectives or other forms of premodification, and the use of intensifying adverbs, such as "very," before adjectives is almost non-existent. Conversely, postmodification—where adjectives, phrases, or clauses follow the words they modify—is prevalent. This postmodification can be quite detailed and often utilizes reduced relative clauses, as in phrases like "*the premium(s) in arrears together with any charge for loss of interest required*" or "*payment will be made*

equal to interest on...” and “*a rate decided from time to time.*” There are also instances of non-finite postmodification that exhibit archaic language, such as “*herein contained,*” “*hereinbefore reserved,*” and “*printed hereon.*” Notably, postmodifying elements are often integrated into sentences at the point that provides the clearest indication of what is being modified. According to Crystal and Davy (1969), the aim of achieving precision and minimizing ambiguity is prioritized over considerations of elegance, leading to the frequent use of unusual sequences in legal texts.

Verbal groups within legal documents display several distinctive characteristics:

- Frequent use of negation, typically conveying a prohibitive meaning.
- A high occurrence of non-finite forms, such as past participles.
- A significant presence of finite forms that typically follow the structure: modal auxiliary (usually "shall") + "BE" + past participle.

The modal "shall" is particularly common in legal contexts, as it is used to indicate the obligatory outcomes of legal decisions rather than serving as a future tense marker or for emphasis, which are its primary functions in other contexts. Tiersma (1999) notes that the unnecessary inclusion of the auxiliary verb "do" is also frequently observed (for instance, in phrases like “I do appoint”); however, the use of both "shall" and the auxiliary "do" is now often discouraged in contemporary drafting guidelines.

Legal English frequently employs performative and deontic modal verbs, each serving distinct functions. Performative verbs are those used to enact an action rather than merely describe it (Austin, 1975), while deontic verbs express concepts such as obligation, permission, and intent. Through performative and deontic expressions, judges can issue rulings—like declaring someone guilty or innocent—or create new legal statuses, such as formalizing a marriage. Consequently, modals, particularly "shall" and "may," play crucial roles in contemporary Legal English.

Gotti (2003) analyzed variations in verbal modality within a corpus of Middle and Early Modern English texts, focusing on statutes from the "Helsinki" corpus (1986). The analysis highlighted that "shall," "may," and "will" were the most commonly used modals. Gotti (2003) noted that the frequent use of "shall" in legal texts could be attributed to its

dual function of indicating both obligation and futurity, which is inherent to the nature of regulative Acts.

In legal documents, "shall" primarily denotes obligations and prohibitions. It is often employed in qualifying phrases that specify essential elements of the legal process and the involved parties; without such specifications, the understanding of the document could be hindered. "Shall" is also used in descriptions linked to objects, locations, or time, as illustrated by the following examples (Gotti, 2003):

1. *"Provided and bee it enacted by the Authority aforesaid that if such Person who was Goaler or Keeper of such Goal or Prison on the said Five and twentieth Day of December One thousand six hundred ninety and five shall not happen to bee the Goaler or Keeper of such Goal or Prison att the time of making such Summon that then the said justice or Justice of the Peace before whom the Sheriff Goaler or Keeper of such Prison shall appeare by virtue of such Warrant shall administer and give to such Person as shall bee Sheriff Goaler or Keeper of such Prison att the time of making of such Summons an Oath to the Effect Following."* (Helsinki Corpus, 1640–1710, Statutes)
2. *"If any person educated in the popish religion, or professing the same, and being under the age of 18, shall not, within 6 months of attaining the age of 18, take the oaths of allegiance and supremacy."* (Stat 7 VII 454)

Additionally, "shall" is often utilized in hypothetical clauses to anticipate situations in which the legal Act will apply, typically introduced by "if." For example (Gotti, 2003):

3. *"And if the Plaintiff in any such Action shall bee nonsuited or Verdict passe against him the Defendant shall have Double Costs to bee taxed by the Court where such Action is brought."* (Stat 7 VII 76)

The predominant use of "shall" occurs with bare infinitives, followed closely by the construction "shall + passive infinitive" (Gotti, 2003):

4. *"The Defendant shall have Double Costs to bee taxed by the Court where such Action is brought."* (Stat 7 VII 76)

5. *"Hee or she shall bee imprisoned to bee recovered by Action of Debt in any of His Majesties Courts of Record."* (Stat 7 VII 76)

This passive structure enhances the formality and complexity of legal texts, especially when "shall" is separated from its verb by noun phrases or adverbs to avoid ambiguity (Gotti, 2003):

6. *"Every such Person shall in respect of him or herselfe only and not to or in respect of any of his or her Heires or Posterity be disabled and made incapable to inherit."* (Stat 7 VIII 587)

In terms of prohibition, "shall" is employed in its negative form or precedes the subject with the term "no," as illustrated by Gotti (2003):

7. *"That such Malt shall be landed in the said Islands of Jersey and Guernsey or one of them the Danger of the Seas only excepted for the Use of the Inhabitants there and shall not be landed or sold in any other Parts whatsoever."* (Stat 7 VIII 455)
8. *"Provided alsoe that noe man being under forty years of age shall during the present warr and France bee discharged for his imprisonment or have any benefitt or advantage by means of virtue of this Act who shall bee really and indebt in more than the sum of one hundred."* (Stat 7 VII 76)

However, "shall" can also indicate permission, with slight distinctions depending on the individual to whom permission is granted. If the subject is a judge, "shall" is generally followed by "has power," while permission given to a common citizen is often followed by "at liberty" or "free" (Gotti, 2003):

9. *"That the Justices of the Peace of any County City Riding Division Liberty or Place or the major Part of them being Five att the least att their Quarter Sessions shall have power to enlarge or widen any Highways in their respective Counties Ridings Divisions Liberties or Places."* (Stat 7 VII 210)
10. *"The party injured shall be at liberty to bring his action from the damages by him sustained."* (Stat 7 VIII 457)

Thus, it is generally accepted that "shall" is primarily deontic in legal texts, being agent-oriented, as legislation directs and influences citizens' behavior. Nevertheless, there

are instances where "shall" assumes a performative role, as shown in Garzone's examples (Garzone, 2003):

11. *"There shall be an authority for Greater London, to be known as the Greater London Authority."* (Greater London Authority, 1999, 29:1&1)
12. *"Any instrument containing such an order shall be subject to annulment in pursuance of a resolution of either House of Parliament."* (Northern Ireland Act, 2000, 29 1&1)

These examples create conditions that become facts upon the enactment of the respective laws, resulting in a change in the previous state of affairs. This form of performative is termed "constitutive" because it not only performs an action but also has the immediate effect of establishing a new legal status.

Performativity is expressed not just through modal verbs but also through context. Garzone (2003) provides an ordinary language example: *"I bet you sixpence it will rain tomorrow," illustrating that if the performative clause is omitted, the subordinate clause ("it will rain tomorrow"), or dictum, loses its performative impact. This concept is captured by what Garzone refers to as the "transitive property of performatives,"* indicating that the performative force of a prefix extends to the dictum. All statutory provisions are part of a larger text that begins with a performative formula, which transfers its performative strength to the subsequent dictum. This is seen in enacting formulas used in statutes, such as:

13. *"BE IT ENACTED by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons [...]"*
14. *"Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled [...]"*

This underscores that performativity involves not only grammatical forms but also pragmatic considerations. Its application relies on agentivity; while agent-oriented modals are linked to agentivity in deontic contexts, performative "shall" often appears with inanimate or dummy subjects. In contrast, the presence of animate subjects typically signifies deonticity.

Performativity is further explained by reasons of aktionsart, as it can only occur with verbs that possess a stative meaning, evident in the following examples from the Employment Relations Act (Garzone, 2003):

15. *"An employer shall permit a worker to take time off during working hours for the purpose of accompanying another of the employer's workers in accordance with a request under subsection 1 b."*

16. *"Sections 168(3) and (4), 169 and 171 to 173 of the [1992 c. 52.] Trade Union and Labour Relations (Consolidation) Act 1992 (time off for carrying out trade union duties) shall apply in relation to subsection (6) above as they apply in relation to section 168(1) of that Act."*

The first example illustrates deontic use, imposing an obligation on employers to allow a worker to take time off for specific purposes. The second example demonstrates performative use, establishing specific conditions for applying the subsection.

To analyze other aspects of "shall," comparisons can be drawn with Heine's categories of conceptual properties for agent-oriented modals in German (Heine, 1995):

1. There exists some force (F) characterized by an 'element of will,' meaning it has an interest in whether an event occurs.
2. The event is typically executed by a controlling agent (C).
3. The event is dynamic (D), involving manipulation of a situation and typically leading to a change in state.
4. The event has not yet occurred at the reference time, meaning its occurrence, if it happens, will be later than the reference time (L).
5. The event is non-factual, although it carries a degree of probability of occurring (P).

Bybee and Fleischman (1995) applied these concepts to the modal "shall," noting that both deontic and performative forms require the force element (A), representing authority, and both are future-oriented (D), as the event has not yet transpired at the reference time. The difference lies in the probability of fulfillment (E); while deontics impose obligations, allowing for the possibility of non-fulfillment, performatives suggest

that the conditions of the act will be fulfilled. In this sense, they differ in terms of the degree of probability.

In summary, the primary modal in legal discourse is "shall," with its utility arising from its dual functionality of expressing obligation and futurity. Its application not only regulates conduct through obligatory statements but also creates new legal statuses, exemplifying the significance of modal verbs in Legal English. Understanding these dynamics is essential for comprehending the interplay between language and law.

Conclusions to Chapter One

1. English legal language is defined by its unique structural and linguistic features that serve its primary function of ensuring clarity and precision in legal communication. The use of long, syntactically complex sentences, coupled with specialized terminology and formal expressions, is essential for avoiding ambiguity and ensuring accurate interpretation. The linguistic conservatism, evident in the use of traditional formulas and redundant terms, reflects the historical development of legal language and its deep-rooted connection to established legal procedures. These characteristics enable legal texts to effectively fulfill their communicative role in regulating behavior, enforcing laws, and providing authoritative guidance within the legal system.
2. Legal discourse is a multifaceted form of communication manifested through a variety of legal texts, each characterized by unique internal and external features. The classification of these texts is essential for understanding legal discourse and the intricate nature of legal communication. Scholars have proposed various classification systems, yet a comprehensive consensus remains elusive due to the interdisciplinary complexity of law.
3. Varo and Hughes identify shared characteristics among legal genres, categorizing them into three main groups: statutory and public law texts, private law texts, and scholarly legal works, while Mattila emphasizes the role of specialized terminology within different legal branches. Šarčević's bifurcated approach classifies texts

based on their regulatory or informative functions, highlighting the prescriptive nature of certain genres.

4. Tiersma and Maley further contribute by focusing on the contexts in which legal texts are used, distinguishing between operative, reference, and persuasive documents. This diverse array of classifications underscores the intricate and specialized nature of legal language, which varies across genres, contexts, and professional practices, ultimately reflecting the complexity inherent in legal communication.
5. Legalese is characterized by precise, formal, and coherent structures that meet the communicative needs of the legal system. Legal texts are classified into various types, each exhibiting specific structural and compositional features essential for functionality. They consist of macrostructures, which capture the overall content, and microstructures, focusing on minimal units.
6. This discourse is an interactive exchange, emphasizing the roles of the speaker and recipient. Understanding the author's stance and ensuring proper structuring of legal rules and consequences is crucial for maintaining the legal validity of texts during translation and analysis.
7. The lexical features, as outlined by David Mellinkoff, highlight the complexity and specificity of legal language, which includes specialized terms, ordinary words with unique meanings, and structured phrases like doublets and triplets. Legal English draws significantly from French and Latin, retaining many terms that may be unfamiliar to non-professionals.
8. Additionally, the use of uncommon pro-forms and a preference for post-modifiers over pre-modifiers underscores the precision and clarity essential in legal communication. These characteristics collectively reflect the intricate nature of legal discourse, emphasizing its role in effectively conveying legal concepts and ensuring clarity in texts.
9. The analysis of Legal English syntax reveals significant challenges due to complex structures and specialized terminology. Performativity is essential, conveyed not

only through modal verbs like "shall" but also through context. Garzone (2003) illustrates this with examples showing how the omission of performative clauses diminishes the impact of subsequent statements.

CHAPTER TWO

PECULIARITIES OF TRANSLATING ENGLISH-LANGUAGE LEGAL DOCUMENTS INTO UKRAINIAN

Translating legal documents from English into Ukrainian isn't just a matter of switching words between two languages—it's a detailed and careful process that digs deep into the laws and cultures of both countries. English and Ukrainian legal systems are built on different traditions, and with this comes unique challenges in translation. English law, rooted in the Anglo-Saxon tradition, has concepts, phrases, and even specific terms that simply don't have direct counterparts in Ukrainian, which follows the Romano-Germanic legal framework. This gap makes it essential for translators to not only understand the words but also the intent and structure of the law behind them. Even a small mistranslation can lead to big misunderstandings or legal issues.

This chapter looks at what makes translating English legal documents into Ukrainian so challenging—and fascinating. It explores the roadblocks translators often face, like how to convey ideas or legal terms that don't exist in Ukrainian law. Some terms require translators to get creative, using descriptive phrases or borrowing terms from other languages to get the message across accurately. From navigating formal legal language to adapting culturally specific terms, this chapter delves into how translators tackle these unique challenges to ensure that the final translation is clear, precise, and true to the original legal meaning.

2.1. Translation of legal documents as a type of special translation.

Legal translations are specialized and can be understood from two perspectives: as a linguistic practice and as an academic discipline. In the context of linguistic practice, legal translation encompasses the professional task of converting various written and spoken legal texts into another language. As an academic discipline, it equips students with the skills necessary to translate legal topics, drawing from studies of foreign legal systems, governmental structures, constitutions, codes, legal documents, and the linguistic features of both Ukrainian and foreign legislation. This includes familiarity with

legal vocabulary, idiomatic expressions, syntax, style, and the principles and methods for translating such materials.

According to V. P. Weber, legal translation pertains to translating texts associated with the legal field, facilitating the exchange of legal information among speakers of different languages (Вербенець, 2003, p. 10). Given that law is inherently linked to the cultural and socio-political context of a nation, legal translation presents a complex challenge. The language used in legal translations must be exceptionally clear, reliable, and precise to ensure accurate conveyance of legal information. Legal translation is categorized based on the type of documents being translated, which may include contracts, apostilles, notarial acts, legal opinions and memoranda, constituent documents of legal entities, and powers of attorney (Мисик, 2005, p. 7). It is crucial that theoretical works and legal documents are translated solely by professional translators who possess expertise in legal translation.

Translators must possess adequate legal training or substantial experience in translating legal subjects, as errors in contract translation can result in serious repercussions such as property damage or lawsuits, for which the translator may be held liable. When translating legal documents, it is essential to recognize that the original text adheres to the legal framework of a specific country, which is reflected in its legal terminology, while the translated text must be suitable for another jurisdiction with its own legal language (Вороніна, 2013, p. 37).

Translators must also be aware of the absence of equivalent terminology or potential gaps, as conventions from the source language may be culturally specific and may not have direct counterparts in the target language. M. Verbenets emphasizes that certain linguistic structures in the source language might lack direct equivalents in the target language. Thus, a key responsibility for translators is to identify target language constructs that fulfill similar functions as those in the source language (Вербенець, 2003, p. 90).

Legal translators are often likened to bilingual legal dictionaries, serving as valuable resources for information. However, caution is advised, as many bilingual legal

dictionaries are of subpar quality, which can lead to translation inaccuracies. Furthermore, general bilingual dictionaries are not reliable sources for legal translations (Вороніна, 2014, p. 17). Additionally, having the translated text reviewed by another individual, preferably a lawyer, is an essential step in the legal translation process.

Sworn translation is considered the most suitable method for translating legal documents, typically carried out by certified translators or notaries. During the translation of legal texts, translators may intentionally deviate from direct structural and semantic equivalents between the source and target languages to ensure equal effectiveness in communication (Глінка, 2011, p. 34). Legal documents possess distinct linguistic expressions and textual characteristics. While opinions among legal scholars and linguists may differ, there is a consensus that every text has a foundational lexical, logical, and grammatical structure organized to effectively convey information.

Pragmatic functions in foreign legal texts share a common foundation in the target language, irrespective of their intended purpose. Legal translation, like any professional translation, demands a comprehensive knowledge base from the translator, especially regarding various fields of expertise and sciences. This is particularly important in translations between English and Ukrainian, as Ukraine follows the Romano-Germanic legal system, while the UK and US adhere to the Anglo-Saxon legal tradition. These differences stem from the unique geographical, historical, and cultural contexts of the countries, resulting in significant variations in the structure and vocabulary of legal documents such as contracts and agreements (Черноватий та ін., 2006, с. 656).

Although many studies have focused on the business style in general, recent linguistic attention has centered on the distinctive features of business language. It is generally accepted that the main purpose of the official business style language is to regulate legal relations between communication participants. As a rule, great importance is attached to the informative function. Of particular interest in this regard is contract law, since it serves a wide variety of economic relations involving both organizations and citizens, and plays a particularly important role in the implementation of foreign

economic operations, which are generally based on an agreement between the parties—a contract.

Formal business style is a style of documents. It is used for communication in state, public, political, and economic life; in business relations between states, institutions, and individual citizens of society. The official business style differs from other styles by standardization, i.e., the use of consistent phrases, standardized expressions, and the use of special official business terminology (Онуфрієнко, 2009). The text composed in the official business style should be meaningful, accurate, standardized, and informative.

In writing, the formal business style is found in laws and bylaws, orders, resolutions, instructions, etc. In oral speech, this style is realized in official speeches and business communication between an individual and an institution. The formal business style is used to regulate official business relations and is divided into legislative, administrative, diplomatic, and clerical (Баранник, 2003). Business Ukrainian language is distinguished within the official business style, most often in administrative and clerical varieties.

The following stylistic features of business language are distinguished: standardization, a tendency to unification in the selection of means, a large number of clichés, and so on, which serve to save time and space and reduce the stress of writing and reading them. Such properties of legal documents contribute to increasing their information content and efficiency in document management. O.D. Ponomariv also distinguishes business style among functional styles or subsystems of the language, each of which has its own specific features in lexicon and phraseology, in syntactic constructions, and sometimes in phonetics (Пюномарів, 2000).

Legal processes are realized primarily through language. It is language that is the mediator, process, and product in various legal texts, written or oral. Legal texts may have different communicative purposes. They can serve a normative purpose in the case of bilingual and multilingual texts, legislative acts, and other legal documents that establish law and define rights and obligations. Legal texts also serve informational purposes (e.g.,

scholarly works and commentaries, legal advice, correspondence between lawyers and clients, and documents used in court proceedings).

There is a debate about whether there is a legal style of language as such and whether it can be classified as a technical language. Different linguists have different opinions on this issue. Charles Cato (Steinberg, 1984) argues that the language of jurisprudence is a technical language, but “technical language is an auxiliary means to everyday language.” Technical languages have the same syntactic structure and differ only in lexical units. The opposite view was expressed by philosopher and lawyer L. Hart, who believes that legal language differs from ordinary, everyday language and is “unique in its manifestation” (Steinberg, 1984).

Recently, the problem of the relationship between legal language and culture has become increasingly relevant. It is translation that is the link in the process of achieving and understanding different cultures in the process of contact and communication between them. Consideration of the peculiarities and difficulties of translation in the context of culture allows us to solve many practical problems. To adequately translate a legal document, one needs knowledge of legal systems and norms, and an understanding of the cultural concepts of another country. Any translator working with a legal text must take into account the requirements of *usus*—the speech habits of native speakers of the target language—without disturbing the usual perception of the legal document.

Translation of legal documents requires special attention, as it is mainly based on abstract concepts that are firmly rooted in national culture and intellectual tradition, and therefore entails a transition from one culture to another. The complexity of translating legal documents depends on how closely the two legal systems reflected in the document are related. For example, the Iranian legal system is based on Islamic law and is governed by the civil code. The UK, on the other hand, has no written constitution, and the country's legal system consists of four parts: statute law, Anglo-Saxon law, common law conventions, and works of authority.

The terms “condition” and “warranties” in the sense of “essential conditions” and “simple conditions” are used exclusively in English contract law. In American law,

warranty has only the meaning of “guarantee.” Often, a translator is faced with terms that are difficult to find appropriate legal equivalents. In particular, difficulties can be created by abstract concepts whose meanings are based on historical and social factors, as well as changes in legal tradition. To date, the European legal system can be divided into two branches: Anglo-Saxon law and civil law. Despite the fact that these legal traditions are becoming increasingly interconnected, they reflect different legal categories and concepts and have their own systematics. Therefore, a translator needs to have extensive knowledge of the law, take into account the differences between several legal systems, and be precise enough when translating certain concepts. Even minor mistakes and inaccuracies in the translation of a text can lead to misinterpretation of its meaning and, as a result, lead to some wrong actions, such as filing a lawsuit.

The translation of legislative acts, agreements, conventions, court decisions, and treaties is reliable and authentic, provided that they have been approved in accordance with applicable law. Legal translations are usually performed by professionals with a degree in law. The texts of the source and target languages are considered in completely different legal systems, so they must use different wording typical of each language. However, at the same time, these formulations must be understood by both parties and carry the same meaning. As a result, a translator needs to understand not only the legal law of their own country but also of the country of the native speaker of the source language.

Translation of agreements—one of the types of legal documentation—is a complex task, the solution of which is associated with many difficulties, both linguistic and extralinguistic, and requires solid language training, appropriate translation skills, and extensive knowledge of both domestic and foreign contract law. The task at hand focuses, on the one hand, on substantiating a certain typology of common language and translation problems in the translation, and on the other hand, to identify the specifics of these problems depending on the nature of the translation: from Ukrainian into English or from English into Ukrainian.

In professional language practice, a lawyer should not use colloquial language that is not adapted for clear designation and qualification of certain actions, processes, deeds, etc. At their service is a specially developed subsystem of official business language — “legal language”—which has a sufficient number of different means. With the help of these tools in legal texts, one can professionally describe any objects and actions. Legal texts are characterized by objectivity. Objectivity is manifested in the complete absence of emotionally colored vocabulary. Nouns that refer to a person in a generalized way, as a bearer of certain functions, include terms such as prosecutor, witness, and executor.

Legal style, as a special functional style of language, is characterized by well-known international features that are the result of the universality of the tasks it solves—to serve as a tool for communicative communication in the legal environment, and a means of documenting legal norms. At the same time, Ukrainian legal communication is characterized by certain national peculiarities, which are most clearly manifested against the backdrop of the English language, which is dominant in the modern world. The style of expression inherent in a legal text must fully correspond to its translation.

When translating, one should also keep in mind that words from everyday speech may acquire a special terminological meaning in the text of a legal document. To prevent the interference of words with common meanings, translators use specialized dictionaries and reference books. Translators work in the areas of criminal law, civil law, juvenile law, and family law, particularly in relation to children in need of protection, termination of parental rights, and other areas. A translator works at different stages of the process, sometimes in extrajudicial circumstances (lawyers' offices, prisons, law enforcement agencies, medical institutions, during administrative hearings, polygraph examinations, psychiatric examinations in court, and parole hearings).

2.2. Lexical, syntactic and morphological aspects of translating English legal discourse into Ukrainian

2.2.1. Lexical Complexities in Translating Legal Texts

The legal language contains numerous lexical features that present challenges for translation. It cannot be claimed that simply having knowledge of various subject-specific

terminologies is adequate for successful translation. For instance, a translator who understands legal terminology can readily translate terms such as *fraud* (*шахрайство*), *landlord* (*власник нерухомості*), *gratuitous* (*безвідплатний*), *defense* (*заперечення по позову*), *installment* (*внесок*), and *decree* (*постанова суду*). However, finding equivalent stable combinations or terms can be difficult, and relying on specialized dictionaries is not always straightforward. One of the most common issues translators face during their work is selecting an appropriate linguistic structure that fully corresponds to the term or phrase in the source text (Шумило & Карпушина, 2017). Consequently, translators must enhance their knowledge by exploring possible lexical equivalents for words and entire expressions.

In Ukrainian civil legislation, the concept of unenforceable contracts (*недійсні контракти*) does not exist, resulting in the absence of this term in the legal vocabulary. With the transition to a market economy, numerous terms have entered the Ukrainian language, primarily through transliteration (e.g., "*свопи*," "*треспаси*," "*факторинги*"). However, transliteration is not always a viable option. In such cases, English-Ukrainian dictionaries provide descriptive translations. For example, the English-Ukrainian Legal Dictionary edited by S. M. Andrianov offers translations for "unenforceable" as "не забезпечений позовною силою" and "такий, що не може служити підставою для позову" (Андріанов та ін., 2007). While such descriptive translations effectively convey the meanings behind the English terms, they have the limitation of being applicable only for single instances of the term.

Certain English legal terms, such as *charge bargaining*, *plea bargain*, *index crimes*, *limited divorce*, and *sensitivity training*, highlight the complexities translators face when working with culturally and legally specific phrases. These terms do not have straightforward equivalents in Ukrainian due to the distinct legal and societal contexts from which they originate. Translators must carefully balance accuracy with accessibility, often using strategies that include contextual adaptation, descriptive translation, or, when applicable, transliteration.

For example, *charge bargaining* refers to a pre-trial negotiation process involving the judge, defense attorneys, and the prosecutor, a concept not directly mirrored in Ukrainian law. Translators might render it as “судовий торг, свого роду досудовий процес переговорів між суддею, адвокатами обвинуваченого і потерпілого,” a descriptive phrase that conveys the general meaning without introducing an unfamiliar term. Similarly, plea bargain is translated as “угода про визнання провини в найменш тяжкому з осудних звинувачень,” clarifying the nature of the agreement within a Ukrainian legal framework.

Another example is *index crimes*, a term used in the U.S. to denote major crimes that are statistically tracked. In Ukrainian, this is best translated as “тяжкі злочини, що підлягають статистичному обліку,” an adaptation that both preserves the term's meaning and ensures it is recognizable within Ukrainian crime reporting practices.

For culturally specific terms like *sensitivity training*, used primarily in law enforcement contexts, a translation such as “курс навчання спілкуванню поліцейського з різними групами людей у кризових ситуаціях” conveys both purpose and context, making the term accessible while emphasizing the focus on crisis communication.

To handle such challenging translations, translators often rely on specialized legal dictionaries, glossaries, and consultations with legal experts. They might also reference comparative law studies or similar resources to ensure that the chosen term accurately reflects both the function and intent of the original phrase. Translators aim to provide a translation that is both legally faithful to the source text and understandable to a Ukrainian audience, often requiring creative, informed adaptations.

The term "primaries" is translated as "попередні вибори, що визначають кандидатів в президенти від двох політичних партій в США." The term "venire" – "категорія осіб, які можуть виконувати функції присяжних". The word "nuisance" (незручність) is another term that presents translation challenges into Ukrainian. In his English-Ukrainian legal dictionary, S. M. Andrianov does not find it necessary to use transliteration; rather, he defines nuisance as an inconvenience that directly disrupts the

ordinary comfort of individuals. This definition is most closely aligned with the Ukrainian legal concept of "порушення громадського порядку," though it is also associated with broader terms such as "порушення публічного (чи частки) громадського порядку".

The phrase "bailment contract" (контракт позики) also exemplifies a term that is difficult to translate, as there is no single term in Ukrainian that encompasses the wide range of transactions involved, such as dry cleaning, depositing important documents with a bank for safekeeping, or equipment leasing. Consequently, the translator is left with the task of concretisation.

The phrase *goods shipped in bulk* exemplifies the difficulty of translating English legal terms that cover a broad range of meanings depending on specific usage. In English, "in bulk" generally refers to items transported unpackaged or uncontained, such as raw materials (coal, sand) or liquid commodities (oil). However, in Ukrainian, the direct equivalent "гупт" or "опт" refers to wholesale transactions—goods sold in large quantities for resale—rather than the shipping method. Consequently, the straightforward translation of *bulk* as "гупт" does not accurately convey the idea of uncontained or unwrapped shipping that's central to *goods shipped in bulk*.

To provide clarity and maintain accuracy, translators should consider the specific type of product in question:

1. For solid, granular, or particulate goods (such as coal, sand, or grain), the term *навалом* (meaning "loose" or "in bulk") is appropriate, as it indicates materials shipped without packaging, often loaded directly onto a transport vehicle or vessel.
2. For liquids or semi-liquids (such as oil, chemicals, or liquid fertilizers), the word *наливом* (meaning "in liquid bulk") is more precise, as it conveys that these substances are shipped in large, uncontained quantities, typically in a tanker.

By carefully selecting terms like *навалом* or *наливом*, the translator effectively conveys the nature of the goods and shipping method, ensuring that the Ukrainian reader understands that these goods are transported uncontained, which is often crucial for legal contexts, such as shipping contracts or customs regulations.

The difficulties listed above necessitate that translators create descriptive phrases or select terms that capture the essence of the original meaning while ensuring legal accuracy. To effectively navigate these challenges, beginner translators should utilize specialized legal dictionaries, conduct contextual research to understand how similar terms are used in Ukrainian legal texts, consult with legal professionals when in doubt, practice descriptive translation when faced with terms lacking direct equivalents, and remain informed about the legal frameworks in both languages. By employing these strategies, they can enhance their ability to produce translations that are both precise and contextually relevant.

Another notable lexical feature of legal texts is the prevalence of Latin terms. This phenomenon can be attributed to several factors: the significant influence of the Latin language during the Roman Catholic Church's authority over the English legal system and Latin's longstanding role as the language of education and literature. Some commonly used Latin expressions include:

1. **Bona Fide:** This term is utilized in legal contexts to refer to actions or intentions characterized by good faith, emphasizing honesty and sincerity in dealings (Ukrainian: добросовісний).
2. **Res Judicata:** This principle prohibits the retrial of cases that have already been decided, serving as a judicial precedent that ensures finality and consistency in legal rulings (Ukrainian: вирішена справа).
3. **Actus Reus:** Refers to an unlawful act or omission that constitutes a criminal offense, establishing the physical component of a crime (Ukrainian: злочинна дія).
4. **Alibi:** Literally meaning "foreignness," this term denotes the absence of a suspect or accused from the scene of a crime at the time it was committed, supported by evidence of their presence elsewhere (Ukrainian: алібі).
5. **Inter Alia:** This Latin phrase translates to "among other things," commonly used in legal documents to indicate that the information provided is not exhaustive (Ukrainian: крім того).

6. **Per Capita:** This term means "per person," often used in legal and financial contexts to describe distributions or calculations based on individual participants (Ukrainian: на особу).
7. **Folio Verso:** This phrase means "on the next page," typically used in legal texts to refer to information that continues on the subsequent page (Ukrainian: на наступній сторінці).

The presence of legal terms of French origin in English is primarily due to the influence of the Norman Conquest of England in 1066, which established French as a dominant language within the legal sphere. Terms such as "*contract*," "*proposal*," "*schedule*," "*terms*," "*conditions*," "*policy*," "*alias*," and "*quash*" are derived from French. Translators face challenges when addressing these Latin and French inclusions in English texts. There are three main strategies: transliteration, translating them in the same manner as the English phrases, or providing a similar phrase.

Transliteration is typically viable only when the corresponding Latin term is recognized in Ukrainian dictionaries. In such cases, transliteration becomes the primary method of borrowing, and many words have entered the Ukrainian lexical structure this way. However, transliterating phrases or creating words based on those phrases is less common. Examples include: *ad valorem* (адвалорний), *alma mater* (альма-матер), *de facto* (де-факто), *de jure* (де-юре), *fac simile* (факсиміле), *modus vivendi* (модус вівенді), *sine cura* (синекура), and *vade tecum* (ваде мекум).

It is important to note that transcribed Latin phrases may acquire meanings in Ukrainian that differ from their literal translations. For example, *modus vivendi* has developed two specific meanings in Ukrainian:

1. A temporary agreement made by the parties with the expectation that it will be finalized later (Ukrainian: тимчасова угода).
2. The actual state of relations recognized by the interested parties (Ukrainian: мирне співіснування).

In English, transliteration issues do not arise, as Latin or French words or phrases are italicized. Due to their conciseness, these Latin expressions are often preferred over

their English equivalents. For instance, "*a spectator ab extra*" translates to "*спостерігати збоку*," and "*disarmament per se will not prevent war*" translates to "*роззброєння саме по собі не запобіжить війні*."

The vocabulary of English legal language is notably conservative, consisting of many archaic terms and clichéd expressions. Legal language aims for a high level of formality, which often involves the use of outdated language. Many authors prefer to utilize archaic words and expressions over modern equivalents, such as replacing "*ask*," "*read*," and "*at once*" with "*inquire*," "*peruse*," and "*forthwith*," respectively. The verb "*witnesseth*" (свідчить, доводить до відома), for instance, retains the archaic suffix "-eth" instead of using "*witnesses*."

Numerous archaic expressions include words like "*here*," "*there*," "*where*," and several prepositions, such as "*of*," "*after*," "*by*," "*under*," etc. Here are a few examples of these terms and expressions:

- *as annexed hereto* – прикладений до цього документу;
- *henceforth, hereinafter* – надалі;
- *hereon* – на цьому (документі), на цій основі;
- *heretofore* – раніше, донині;
- *herewith* – сьогоднішнім; за допомогою цього, сьогоднішнім (повідомляється і т. п.);
- *thereafter* – з того часу, після цього, потім, надалі;
- *therefore* – тому, отже, зате;
- *hereinbefore* – вище, раніше (у документі);
- *thereunder* – в силу цього закону, договору; відповідно до цього;
- *whereby* – в силу чого, на підставі чого, за допомогою якого.

Despite the apparent advantages of using archaic expressions in legal documents, their effectiveness is often debated. Some terms and phrases that have fallen out of everyday use can hinder the full comprehension of the text. As a result, readers unfamiliar with the intricacies of legal vocabulary may find the text difficult to understand.

Legal texts often use the outdated modal verb ‘shall’, which creates certain difficulties for translators, as it can be difficult to determine the meaning of this verb. As a rule, in legal documents, this verb implies an obligation rather than the meaning of the future. Any verb with the modal ‘shall’ is translated into the present tense:

- *"All such payments shall be made to the Consultant as set out in the supplement to this Agreement."*

Translation: Усі такі платежі здійснюються на користь Консультанта, як зазначено в додатку до цього Договору.

- *"Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord."*

Translation: Орендар не повинен вносити жодних змін до будівель або поліпшень у Приміщеннях, а також будувати будь-які будівлі або здійснювати будь-які інші поліпшення у Приміщеннях без попередньої письмової згоди Орендодавця.

- *"Husband shall pay to Wife spousal support in the sum of..."*

Translation: Чоловік сплачує Дружині утримання у розмірі...

As you know, a characteristic feature of a term is its unambiguity regardless of the context. However, a translator is often faced with the ambiguity of terms whose meaning can only be determined by the context, as well as with synonymous words with different shades of meaning.

In the official English translation of the Civil Code of Ukraine, ‘порушення договору’ is often translated as ‘violation of the contract’, which does not correspond to the typical English terminology. The term ‘breach of contract’ clearly corresponds to "порушення договору."

Such inaccuracies in the translation of the Civil Code are quite common: "зміна договору" is translated as ‘change of contract’ instead of the generally accepted term ‘modification of contract’; “довірче управління” is translated as ‘confidential

management,' while the standard English term in this context is 'fiduciary' (translated as "довірчий" or "ґрунтований на довірі"), among others.

In English legal texts, the expression 'terms and conditions' is often used. There is no additional meaning to the word condition here; it is nothing more than a pair of synonyms. Thus, the phrase 'terms and conditions of a documentary credit' is simply translated as "умови документарного акредитиву." Attempts to translate both terms separately as 'постанови й умови' can only be misleading, as there are no regulations implied in the contract itself.

The Ukrainian term 'трибунал' and the English term 'tribunal' share a common etymology but do not coincide in meaning. The Ukrainian term "трибунал" refers specifically to a judicial body that deals with war crimes and particularly serious civilian crimes. In contrast, the English term 'tribunal' is broader in meaning, defined as "a court of persons appointed to deal with special matters, i.e., to hear and decide disputes in specialized areas." This broader definition can be most accurately conveyed in Ukrainian by the phrase "суди спеціальної юрисдикції."

In England, some of the most common types of tribunals include Administrative Tribunals (translated as "суди адміністративної юрисдикції") and Industrial Tribunals, which translate to "промислові суди" or "суди першої інстанції по трудових спорах." An appeal against the decision of such tribunals is heard by the Employment Appeal Tribunal (translated as "Апеляційний суд з трудових спорів") and subsequently by the Court of Appeal ("Апеляційний суд."). The term "Domestic Tribunals" translates to "внутрішні суди," referring to internal courts, such as the disciplinary courts of a professional association.

In English legal texts, the phrase 'courts and tribunals' is often used. Although they are not paired synonyms, it is more correct to translate this phrase not as "суди і трибунали" but rather as "судові органи," which encompasses both general and specialized courts.

The translation of expressions containing the phrase "subject to" can sometimes be challenging and cannot simply rely on the various correspondences found in dictionaries.

This phrase serves two main functions: as an adjective in a nominal clause or as a complex preposition (phrase preposition). It is particularly common in legal and economic texts, often taking on unexpected contextual meanings. Below are some examples of phrases that incorporate this expression:

English Phrase	Ukrainian Translation
If the offeree accepts the offer, but subject to certain conditions, it amounts to a rejection of the offer and constitutes a counter-offer.	Якщо сторона, яка повідомила про акцепт офerti, ставить акцепт у залежність від певних умов, таку відповідь визнають відмовою від офerti і водночас вона є зустрічною офertoю.
Avoidance of the Contract releases both parties from their obligations thereunder, subject to any damages which may be due.	Розірвання договору звільняє обидві сторони від зобов'язань за ним при збереженні права на відшкодування будь-яких можливих збитків.
Subject to contract	За умови укладення договору.

Table

2

Comparative Translations of Contractual Phrases from English to Ukrainian

The word “business” is a very broad word, and a translator of legal and commercial texts should distinguish between the following meanings:

1. without the article and only in the singular: “підприємницька діяльність”, “торговопромислова діяльність”, “торгівля”, “ділові операції”;
2. with an indefinite article, both in the singular and in the plural: “фірма”, “підприємство”, “справа”;
3. with a definite article: “угода”;
4. only in the singular: “клієнтура”, “покупці”.

The terms “liability” and “responsibility” translate to “відповідальність” and can often be interpreted as paired synonyms. However, “responsibility” is a more general term, while “liability” has a connotation of “material responsibility” (“матеріальна відповідальність”). Responsibility is used in criminal law and international law; state responsibility is “відповідальність держави.” Liability is used exclusively in civil law.

The terms “remedy,” “relief,” and “redress” have the same meaning and are intended to perform different functions: preventing a breach of contract, ensuring its fulfillment, correcting a situation, and paying compensation to the injured party. There are no corresponding terms for each of the above-mentioned words in Ukrainian, and therefore we have to be satisfied with a descriptive translation: "засіб правового захисту, засіб захисту прав потерпілої сторони."

The adjective “remedial” deserves special attention. Cases of adjectives being formed from nouns that correspond to word combinations in Ukrainian are quite common. In such cases, it is necessary to provide a detailed translation:

English Term	Ukrainian Translation
At a remedial stage	На етапі застосування засобів правового захисту
Remedial flexibility	Гнучкість при використанні засобів правового захисту

Table 3

Remedial Terms

The clichédness and stability of phrases is another characteristic of legal documents.

To adjudicate in disputes	Виносити судові рішення у спорах
At the discretion of the court	На розсуд суду
Formation process	Процес укладення договору
To exempt from liability	Звільняти від відповідальності
To have and to hold	Передається у власність і володіння
Under the contract	За договором
To set aside a contract	Розірвати, анулювати контракт
As of right	По праву
To incur liability	Нести відповідальність
To make good any damage	Компенсувати будь-які збитки
In good faith	Сумлінно

Table

Clichéd Legal Terms

Particular attention should be paid to terminological phrases that contain a distinct cultural component of meaning. “To create an equivalent translation, the translator simply needs to know these units, since the meaning of such phrases is completely rethought and therefore not motivated” (Герасімова, 2016, p. 181). Thus, the Miranda rule/warning, which translates as “право людини не давати свідчення у відсутність адвоката,” is widely used in legal texts. For most Americans, this phrase is perceived as a single entity, and it is unlikely that many people remember the 1966 court precedent when the Arizona Supreme Court invalidated the Miranda confessions of the accused obtained by the police in the absence of a lawyer. Since then, the Miranda Rule has been applied everywhere in the practice of American justice and is not associated with a specific trial.

A translator may also encounter a situation where an English phrase contains words that are not usually translated into Ukrainian. For example, the United Nations High Commission for Human Rights translates as "Комісія ООН з прав людини." Among the grammatical peculiarities of translating English-language legal discourse into Ukrainian, which often lead to mistakes by translators, are the following:

1. Expressing negation with a single negative word in a sentence.
2. Omission of the article before nouns with specification of the numeral: in Part 5, under Contract No. 11, in accordance with Clause 7 of the Agreement, etc.
3. A large number of passive constructions.
4. Fixed structure of the sentence.

In the case of legal translation, it is absolutely essential to have a thorough understanding of the cultural peculiarities of the native speakers of the source language and the specific constructions unique to them. When translating legal texts, translators face genre and stylistic differences between English scientific prose and Ukrainian. While Ukrainian scientific works are generally characterized by a dry, formalized, impersonal style of presentation and stylistically neutral phrases, English authors of scientific treatises often seek to enliven the manner of expression, giving it a more vibrant tone and emotionally colored text. This greater textual fluency is achieved through the use of colloquialisms and various types of idiomatic expressions. For example:

- Such terms are offered on a "take it or leave it" basis.
- To confine the role of the court to that of a rubber stamp.
- To avoid the clutches of the penalty clause.

These examples can be translated into Ukrainian as:

- Такі умови пропонуються за принципом "погоджуйся або йди".
- Обмежити роль суду до ролі гумового штампугу.
- Уникнути лещат штрафних санкцій.

Despite the fact that the use of abbreviations in the texts of legal documents is undesirable, there are a number of common abbreviations recorded in dictionaries.

Abbreviation (English)	Term (English)	Term (Ukrainian)
EU (ЄС)	European Union	Європейський Союз
UCC (ЕТК)	Uniform Commercial Code	Єдиний торговельний кодекс
MCA	Minors' Contract Act	Закон про контракти, укладені неповнолітніми
Ltd. (ООО)	Limited	З обмеженою відповідальністю
FCA	Free carrier	Безкоштовний перевізник
CM	Current month	Поточний місяць
CMV	Current market value	Поточна ринкова вартість
P.p.	Per procurationem	За довіреністю
ILO	International Labor Organization	Міжнародна організація праці

Table

5

English Abbreviations and Their Ukrainian Equivalents

Considering the morphological features of legal vocabulary, it should be noted that in English, correlative pairs of terms are easily constructed, with one term having the suffix -or (-er) denoting the performer of an action, and the other with the suffix -ee denoting the person to whom the action is directed. The word-formation system of the

Ukrainian language does not have an equivalent for the English suffix -ee, which presents certain difficulties for translators when translating such paired terms. Some pairs have fixed correspondences:

English Term	Ukrainian Correspondence
Assignor – Assignee	Цедент – Цесіонарій
Drawer – Drawee	Трасант – Трасат
Endorser – Endorsee	Відправник – Одержувач
Licensor – Licensee	Ліцензіар – Ліцензіат

Table

6

English and Ukrainian Term Correspondences

In these instances, while English uses a suffix system to denote the relationship between the doer and the recipient of an action, Ukrainian terms have established equivalents without the use of similar suffix patterns.

From these examples, we can see that “the methods of translation of legal documents can vary and be combined” (Глінка, 2011, p. 32), depending on the presence of legal terminology in the target language text, sentence structure, the presence of conjunctions and introductory words, linguistic and cultural features of the foreign language text, etc. It should also be remembered that there are many documents that are not intended for lawyers, but for people who may not understand legal terminology and vocabulary. Thus, when translating a legal text, the translator should keep in mind the ethno-cultural differences between the legal systems of Ukrainian and English-speaking countries, trying to maintain the semantic and structural closeness of the original translation.

Translation of documents is required both for the legalization of various types of documents and for notarization.

Translation of documents is usually performed in writing - in this case, the translator needs to have the translated document available at all times during the work process. Often, the translation of contracts and specialized documents requires editing of the document (legal translation) and the assistance of a native speaker to check

compliance with business writing standards. When translating contracts and various constituent documents, a special form is used to bind the original and translated pages.

Here is an example of a translation of an excerpt from a subscription agreement from English into Ukrainian.

English Text	Ukrainian Text
All disputes on matters related to the provision of the Services shall be resolved by the parties in accordance with current legislation and the terms of the present Agreement.	Усі спори і розбіжності з питань, пов'язаних з наданням Послуг, вирішуються сторонами відповідно до чинного законодавства та умов цього Договору.
In case of unsettled discrepancies between the Parties are subject to judicial inquiry.	Розбіжності, щодо яких Сторони не досягнуть домовленості, підлягають розгляду в судових органах.
Procedure for consideration of customers' rights is performed in court in accordance with current legislation.	Розгляд спорів про захист прав споживачів проводиться в суді відповідно до чинного законодавства.
Disputes between the Operator and the Subscriber are produced in court where the Operator has its registered office or its branch offices, or other separate business unit.	Розгляд спорів між Оператором та Абонентом провадиться в суді за місцем знаходження Оператора або його філії, відділення, іншого відокремленого підрозділу.

Table

7

Comparison of English and Ukrainian Legal Texts: Subscription Agreement Excerpt

This translation has the characteristics that correspond to the legal style of presentation and the rules for drafting a legal document in Ukrainian, and can be considered adequate. The text contains legal terms, clichés, and expressions characteristic of the legal style of language. The analysis of the peculiarities of legal documents has shown that in the process of translating this type of texts, great attention should be paid to the meaning of special legal terms and the cases of their use in certain situations. The

specificity of legal texts dictates the need for the most accurate translation, which should be as close as possible to the original text.

Since legal texts are characterized by precision, brevity, and clarity, as it was already noted, these features are often conveyed through the use of clichés. Below there is an example from ANNEX 1 (Верховний Суд України, 2021) with the application of clichés in legal texts:

<p>(1) <i>Постановою Окружного адміністративного суду м. Києва від 30.05.2014 року, залишеною без змін ухвалою Київського апеляційного адміністративного суду від 24.09.2014 року, у задоволенні позову відмовлено.</i></p>	<p>(1a) <i>The claim was rejected by the ruling of the District Administrative Court of Kyiv of May 30, 2014, the unchanged resolution of the Kyiv Administrative Court of Appeal of September 24, 2014.</i></p>
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In general, the sentence was translated by calquing, but there are certain moments that do not correspond to the structure of the English language. Therefore, in some cases, the following transformations were applied: transcoding of "адміністративний" – "Administrative" and lexical modulation: "позов" and its rendering as "claim" since in this context, "позов" refers specifically to a court petition. This translational transformation regarding "позов" can be traced throughout the comparison of the source text (ST) and the target text (TT).

Analyzing this sentence, attention should also be paid to the impersonal, multi-component cliché "у задоволенні позову відмовлено", which is reproduced in the TT by the corresponding cliché through a passive verb construction and the application of lexical modulation: "the claim was rejected", which is characteristic of English.

In the provided example, the use of general vocabulary in both common and specialized meanings is observed. Words like "суд" – "court" (equivalent translation), "без змін" – "unchanged" (calque), "адміністративний" – "administrative" (transcoding) represent general vocabulary in its usual meaning. On the other hand, "постанова" –

"ruling", "ухвала" – "resolution", "позов" – "claim" represent general vocabulary with a specialized meaning, which was rendered in the TT by equivalent translation.

<p>(2) <i>За таких обставин, враховуючи викладені вище положення законодавства та встановлені судом фактичні обставини справи, розглянувши справу в межах заявлених позовних вимог, повно, всебічно та безпосередньо оцінивши наявні у справі докази, з'ясувавши усі обставини справи, на які сторони посилалися як на підставу своїх вимог і заперечень, суд приходить до висновку про відмову в задоволенні даного позову з огляду на його безпідставність та недоведеність.</i></p>	<p>(2a) <i>In these circumstances, the court concludes the rejection to meet this claim in view of its unfoundedness and lack of proof, taking into account the above law provisions and established the case facts by the court, considering the case within the stated claims, fully, comprehensively and directly assess the case evidence, finding out all the case circumstances as requirements and objections, which the parties referred to.</i></p>
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This sentence was translated by calquing, but in some cases, equivalence was applied: "безпідставність" – "unfoundedness", "недоведеність" – "lack of proof", "суд" – "court", as well as lexical modulation for "фактичні обставини справи" – "case facts" and "приходить до висновку" – "concludes". The calquing method was used for expressions such as "за таких обставин" – "in these circumstances" and "про відмову в задоволенні даного позову з огляду на його безпідставність" – "rejection of this claim in view of its unfoundedness".

In this sentence, the use of paronymy, which is characteristic of the lexical level of language, was noted. It is important to distinguish between terms like "положення", "становище", and "стан" for precise translation. In the above example, "положення" refers to a system of rules and was correctly rendered as "provisions". The use of

"conditions" or "state" would have been erroneous as the original text does not imply any event-related conditions.

In the given example, synonymy was also observed, which is not particularly common in legal texts. For instance, the phrase "повно та всебічно" was accurately translated into English as "fully and comprehensively" through calquing. In Ukrainian, both terms can be used interchangeably and refer to covering or considering something from all sides, in all details.

Regarding the use of cliché expressions in this example, we can identify the following: "за таких обставин" – "in these circumstances", "встановлені судом обставини справи" – "established case facts by the court", "суд приходять до висновку" – "the court concludes". These expressions are characterized by being multi-component in structure in the ST and the TT, and two-component clichés such as "позовні вимоги" – "claims" and "обставини справи" – "case circumstances" are also present. Lexical modulation was applied when translating these cliché expressions.

Every sentence in a legal text is filled with specialized legal vocabulary, most of which are legal concepts. Let us consider the legal vocabulary used in the example above: "*положення законодавства*" – "*law provisions*", "*безнідставність*" – "*unfoundedness*", which were translated by calquing; "*позовні вимоги*" – "*claims*", "*недоведеність*" – "*lack of proof*", which were translated using lexical modulation.

Aside from paronymy and synonymy, the example also demonstrates polysemy, specifically chain polysemy. The word "справа" – "case" can, in this context, mean both a legal case and a certain dispute between two parties.

For translating this sentence into the TT, calquing was used as the primary method. However, to account for the particularities of the TT, adaptive transcoding was also applied in some instances: "порядок" – "Procedure". Equivalent translation was used, for example: "речових прав на нерухоме майно" – "Real Property Rights". Calquing was primarily employed in translating cliché expressions such as "згідно з пунктом" – "in accordance with paragraph", "надання інформації з Державного реєстру" – "providing

information from the State Register", "затверджено" – "approved by", and "необхідні документи" – "necessary documents".

<p>(3) Згідно з пунктом 26 Порядку державної реєстрації прав на нерухоме майно та їх обтяжень і Порядку надання інформації з Державного реєстру речових прав на нерухоме майно, затвердженого Постановою КМ України від 22.06.2011 року № 703 (далі – Порядок № 703) для проведення державної реєстрації права власності та інших речових прав на нерухоме майно необхідними документами є документи, що підтверджують виникнення, перехід або припинення права власності та інших речових прав на нерухоме майно та інші документи, визначені цим Порядком.</p>	<p>(3a) <i>In accordance with the paragraph 26 of the Procedure for the state registration of real property rights and their encumbrances and the Procedure for providing information from the State Register of Real Property Rights, approved by the ruling of the Cabinet of Ministers of Ukraine of June 22, 2011 No. 703 (hereinafter – Procedure No. 703) the necessary documents for the state registration of ownership rights and other real property rights are documents confirming the emergence, transfer or termination of ownership and other real property rights and other documents specified in this Procedure.</i></p>
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As seen from previous examples, each sentence in judicial decisions contains cliché expressions within its structure. Let us review the clichés present in this example and characterize them by structure. For instance, multi-component clichés: "державна реєстрація прав" – "state registration of real property rights", "визначений цим Порядком" – "specified in this Procedure"; two-component clichés: "нерухоме майно" – "real property", "державний реєстр" – "the State Register", "право власності" – "ownership rights".

A characteristic feature of translating this fragment of the ruling from the Higher Administrative Court of Ukraine was the reflection of words that are typical for English legal texts. The use of the adverb "далі" in Ukrainian legal texts has become a common

occurrence and does not attract significant attention from researchers. Despite the existence of several English words with similar meanings, such as "further" or "then", the word typically used in English legal documents to render this term is of Old English origin: "hereinafter". This was used in the translation to maintain the peculiarity of English legal texts.

In the theoretical part, it was mentioned that the use of abbreviations is characteristic of English-language legislative texts. However, as we can observe from the given example, abbreviations can also be used in Ukrainian legislative documents. For example, КМ України – the Cabinet of Ministers of Ukraine. To accurately convey this information in the target language, the abbreviation has been decoded.

The use of specialized legal vocabulary, legal concepts, and general lexicon with different meanings is evident in the provided example. Legal terms characterizing this fragment include: *обтяження* (encumbrances), *постанова* (the ruling), *право власності* (ownership rights), and *нерухоме майно* (real property). As for the general vocabulary in this example, we can highlight: *загальноживана лексика* (general vocabulary in its usual meaning): *інформація* (information); *документи* (documents); and in its specialized meaning: *пункт* (paragraph). The translation of both legal and general vocabulary was carried out through calque. The terms *порядок* (Procedure) and *реєстрація* (registration), which are used in a specialized sense, were adapted into the target language through adaptive transcoding.

<p>(4) Суд <i>застосовує</i> позовну давність лише тоді, коли є підстави для задоволення позовних вимог, звернутих позивачем до того відповідача у спорі, який заявляє про <i>застосування позовної давності</i>.</p>	<p>(4a) The court <i>applies</i> the statute of limitations only when there are grounds to meet the claims filed by the plaintiff against the defendant in the dispute, who claims <i>the statute of limitations application</i>.</p>
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Legal texts differ from others in their social conditionality regarding the application of linguistic means and contain a complex structural composition. This type of text requires precision both in the source and target language, but to adapt it to the target

language, a range of transformations are applied. In conveying specific elements of this sentence, lexical modulation was used, for example: суд застосовує (the court applies), позовні вимоги (claims). Equivalence translation was applied to phrases like задоволення позовних вимог (to meet the claims), відповідача у спорі (the defendant in the dispute), позовна давність (the statute of limitations), and застосування (application). The translation of certain lexemes from the original was rendered using appropriate elements of the target language through calque, such as коли є підстави (when there are grounds).

Extensive use of legal terminology is present in this fragment. Through this type of lexicon, the legal text is perceived unambiguously, concretely, accurately, in a standardized, and concise manner. However, such perception is typical for legal professionals, while for the average citizen, certain terminology might seem unclear, and general lexicon could confuse them, leading to a misinterpretation of the text's content.

In the last fragment cited, some examples of legal terminology are present. For example: суд застосовує – the court applies, позовні вимоги – the claims, which are translated using lexical modulation; позивач – the plaintiff; відповідач – the defendant; позовна давність – the statute of limitations, the translations of which are done using equivalents.

Among the commonly used vocabulary with special meanings, we will highlight the following examples: підстава – ground; спір – the dispute; вимога – claim.

It is important to differentiate lexical concepts that can be unambiguous in one context and have several synonyms in another context, which are equivalent in meaning but differ in terms of the situation of use. We will trace this feature by analyzing such a pair of legal terms as позивач – the plaintiff and відповідач – the defendant. In the Ukrainian language, these terms do not have a broad spectrum of synonyms, and there is no difference in the use of these terms when referring to the court again. In the English legal system, there is a certain distinction between such expressions as the plaintiff – the defendant and the appellant – the respondent. In the first case, we are referring to “*позивача*” and “*відповідача*” regarding whom the case is being conducted. If an

unsatisfactory decision is made concerning the plaintiff or defendant, the relevant person may file an appeal to a higher court. In the case of a re-examination of the case involving the same parties, the terminology pair “the appellant – the respondent” will be used in the English legislative document.

<p>(5) <i>Згідно із розпорядженням Новоушицького селищного голови від 22 січня 2018 року №20 Федько Ілону Борисівну звільнено з посади державного реєстратора для виконання повноважень державної реєстрації речових прав на нерухоме майно та їх обтяжень та державної реєстрації юридичних осіб та фізичних осіб–підприємців юридичного відділу Новоушицької селищної ради, за згодою сторін, з 31 січня 2018 року (а.с.59).</i></p>	<p>(5a) <i>According to the order of Nova Ushytsia settlement chairman of January 22, 2018 No. 20 Ilona Borysivna Fedko was fired from the position of the state registrar to perform the powers of real property rights state registration and their encumbrances and legal entities and individual entrepreneurs state registration of the legal department of Nova Ushytsia settlement council, by agreement of the parties, from January 31, 2018 (c.f. 59).</i></p>
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In the presence of set phrases in the original text, their transmission into the target language is usually done through calquing. For example: *згідно із розпорядженням* – *according to the order*, *виконання повноважень* – *to perform the powers*, *нерухоме майно* – *real property*, *державна реєстрація* – *state registration*, *юридичний відділ* – *the legal department*, as well as expressions like *селищний голова* – *settlement chairman*, *селищна рада* – *settlement council*.

Lexical translation transformation – lexical modulation is also present in the given example concerning the expression *фізична особа-підприємець*, which is rendered in the target language as *individual entrepreneurs*. That is, in the source language, the expression is used in a narrower sense, while in translation, a concept with a broader meaning of the lexical unit was used since the word *фізичний* is absent in the target translation.

Analyzing the provided fragment for lexical features, one can identify the use of clichés. In both the source and target texts, there is an example of an impersonal cliché: *звільнено з посади* – *was fired from the position*, which has been transmitted to the target language through calquing. Also, there is a wide range of use of two-component and multi-component clichés. Among the two-component examples, one can highlight the following: *виконання повноважень* – *to perform the powers*, *нерухоме майно* – *real property*, the translations of which are done using equivalence; multi-component examples include: *згідно із розпорядженням* – *according to the order*, *державна реєстрація юридичних осіб та фізичних осіб-підприємців* – *legal entities and individual entrepreneurs state registration*, *за згодою сторін* – *by agreement of the parties*. The translations of the latter were done using calquing.

A characteristic feature of this fragment is the use of commonly used vocabulary with special meanings, including words like: *розпорядження* – *order*, *згода* – *agreement*, *сторона* – *party*, which are translated using lexical modulation, as well as *реєстрація* – *registration*, which has been transmitted to the target language through transcoding. Also, the use of special legal vocabulary is not an exception, namely legal concepts: *повноваження* – *the powers*, *нерухоме майно* – *real property*, *обтяження* – *encumbrances*, *юридична особа* – *legal entity*, which are rendered in the target language through equivalence, and the expression *фізична особа-підприємець* – *individual entrepreneurs*, to which lexical modulation was applied.

2.2.2. Morphological Considerations in Translating Legal Discourse

To investigate legal discourse and its structure and features comprehensively, it is necessary to pay attention to various linguistic levels. More precisely, one must consider the peculiarities of the lexical level, which we have already discussed in the previous subsection, as well as characterize the grammatical features of legal texts. As is known, grammatical features of language should be examined at two levels: morphological and syntactic.

In the theoretical part some of the features at the morphological level that need further examination were noted.

<p>(б) 17 грудня 2020 року в процесі юридичної консультації було з'ясовано, що ФГ «Чернишова Івана Гавриловича» всупереч встановленого законом порядку здійснило за собою державну реєстрацію права власності на нерухоме майно, що знаходиться в селі Антонівка, Новоушицького району, Хмельницької області, та яке належить в якості майнового паю усім членам КСП «Маяк».</p>	<p>(6a) On December 17, 2020 it was found out in the course of legal consultation that Chernyshova Ivana Havrylovycha Farm Household had carried out the property right state registration to the real estate, located at the address: Khmelnytskyi region, Nova Ushytsia district, Antonivka village, and being a property share belongs to all members of Maiak company. The registration had been carried out contrary to the order established by the law.</p>
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Considering the applied grammatical translation transformations, the translation of this fragment involved the following: the transformation of addition, part-of-speech replacement, and lexical modulation. Sentence splitting and syntactic rearrangement were also used, although these are characteristic not of the morphological level but of the syntactic one.

When translating the complex verbal predicate of the impersonal sentence "було з'ясовано", the transformation of adding a subject was applied, specifically adding a formal subject in the TT — "it was found out."

In the phrase "нерухоме майно, що знаходиться", lexical modulation was applied by adding "...за адресою..." in the TT, which is implied in the original. Thus, the obtained the translation is "*the real estate, located at the address.*"

The transformation concerning part-of-speech changes was applied in the phrase "...належить в якості майнового паю...". When translating this phrase, the adverb "в якості" was rendered in the TT as a conjunction "being," resulting in "...being a property share belongs to...." The transformation of part-of-speech replacement was also applied in the phrase "державна реєстрація", where the adjective "державна" was conveyed in

the TT using the noun "state." Therefore, in the TT, this phrase is formed by two nouns: "state registration."

<p>(7) <i>Окрім того, зазначає що позивач був членом КСП «Маяк», особисто головував на зборах власників майнових паїв с.Антонівка, отримував кошти від реалізації майна та особисто придбав у власність частину майна та транспортних засобів.</i></p>	<p>(7a) <i>In addition, he stated that the plaintiff was a member of Maiak company, was personally a chairman of the meeting of property shares owners in Antonivka village, received funds from the sale of property and personally acquired part of the property and vehicles to his property.</i></p>
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The sentence above has been translated using calquing; however, considering the use of grammatical translation transformations at the morphological level, the following were applied during translation: subject addition, lexical modulation, and conversion.

Addition, as one of the translation transformations, was applied in relation to the subject, which is absent in the main clause: *Окрім того, зазначає що...* – *In addition, he stated....* This sentence in the ST (Source Text) is connected to the previous one, and since it refers to the defendant's representative the pronoun "he" here is the subject.

The transformation of lexical modulation was used in the phrase *у власність* – *to his property*, particularly with the possessive pronoun *his*, which was necessary due to the peculiarities of the English language. This transformation was also applied in the translation of the abbreviation КСП (Collective Agricultural Enterprise) from the ST, which we rendered in the TT (Target Text) as *the company*. Lexical modulation was also employed in translating *транспортні засоби* as *vehicles*.

Regarding the change of parts of speech, this grammatical transformation was applied in two cases: in the translation of phrases and the predicate. In the phrase *майнові паї*, the adjective agrees with the noun, but in the TT, it was translated using two nouns – *property shares*. In the sentence *позивач...головував...*, the verb predicate was translated in the TT using a compound nominal predicate – *the plaintiff... was a chairman....*

<p>(8) <i>Тобто, суд приходить до висновку, що ФГ «Чернишова Івана Гавриловича» набуло у порядку не забороненому законом право власності на майнові паї, при виділенні яких в натурі останньому передані вищевказані господарські будівлі.</i></p>	<p>(8a) <i>Thus, the court concludes that Chernyshova Ivana Havrylovycha Farm Household acquired the right of property shares ownership in the manner allowed by law, in the allocation of which in kind the above outbuildings were transferred to the latter.</i></p>
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When considering the grammatical transformations applied during the translation of NP, one may highlight the following: lexical modulation, part of speech substitution, and antonymic translation. The translation transformation of lexical modulation was applied when translating the expression "суд приходить до висновку", which was conveyed in the TP (target language) as "the court concludes." In doing so, the meaning of the expression from the SL (source language) was preserved and applied it in the TL due to logical development. Unveiling the essence of the translation transformation of part of speech substitution in this fragment, one can point out the following cases: the phrase with an agreed connection type "майновий пай" (adjective + noun) was rendered in the TL using two nouns—"property share." Also, the participle was conveyed from the SL using a passive verb construction in the TL: "передані" – "were transferred."

Antonymic translation, which is not a typical translation transformation for legal discourse texts, was still successfully applied. For example, the expression "у порядку не забороненому законом" was translated antonymically into the TL as "in the manner allowed by law," changing the negation into a corresponding positive meaning.

<p>(9) <i>Відповідно до частини першої статті 4 ЦПК України кожна особа має право в порядку, встановленому цим Кодексом, звернутися до суду за захистом своїх порушених, невизнаних або оспорюваних прав, свобод чи законних інтересів.</i></p>	<p>(9a) <i>In accordance with the part one of Article 4 of the Code of civil procedure of Ukraine, every person has the right in the manner prescribed by this Code to file the court to protect their rights, freedoms or legitimate interests having undergone violation, no-recognition or dispute.</i></p>
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Analyzing this sentence concerning the applied grammatical translation transformations, one may highlight the following: part of speech substitution, lexical modulation, and addition.

The first transformation—part of speech substitution. In this example, the adjective in the abbreviation ЦПК (Civil Procedure Code) was replaced with a noun in the TL—specifically, the word "процесуальний" (procedural) was translated as "procedure" within the abbreviation "CPC." This example also shows the use of lexical modulation.

Part of speech substitution was used with a corresponding replacement of adjectives with a noun in the phrase "...порушених, невизнаних або оспорюваних прав, свобод чи законних інтересів", which was translated as "...rights, freedoms, or legitimate interests having undergone violation, no-recognition, or dispute." Additionally, the translation transformation of addition may be spotted in the last phrase. Since the TL required the use of an additional word to denote the action, the participle "having undergone" was added.

Another example of part of speech substitution is seen in the translation of the phrase "відповідно до" – "in accordance with." In the SL, an adverb combined with a preposition is used, which was rendered in the TL by adding another preposition and changing the main word to a noun.

<p>(10) 23 грудня 2013 року Державний реєстратор прийняв рішення про відмову в державній реєстрації прав та їх обтяжень № 9363198 з посиланням на те, що документ, який, відповідно до вимог законодавства, засвідчує прийняття в експлуатацію закінченого будівництвом об'єкта позивач не надав.</p>	<p>(10a) On December 23, 2013 the State Registrar decided to reject the state registration of rights and their encumbrances No. 9363198 with reference to the fact that the plaintiff did not provide the document that certifies the commissioning of the completed facility in accordance with the requirements of the law.</p>
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The sentence as a whole was translated into the TL using a calque method. Among the grammatical translation transformations applied when conveying the SL into the TL, one can highlight the following: lexical modulation, addition, part of speech substitution, and syntactic permutation.

The translation transformation of lexical modulation is presented in the phrase "прийняття в експлуатацію закінченого будівництвом об'єкта" because the information in the TL was conveyed by replacing certain SL components with logically related meanings. This transformation was also applied in translating the expression "прийняв рішення" – "decided."

The next grammatical translation transformation is addition. The phrase "з посиланням на те ..." was translated as "with reference to the fact" in the TL by adding the noun "fact" to maintain the language's specificity.

In the expression "відповідно до" – "in accordance with," a part of speech substitution occurred, where the SL adverb was replaced with a noun in the TL. A clear example of the final grammatical translation transformation is seen in the phrase "рішення про відмову." In the SL, the phrase consists of two nouns combined with a preposition, while in the TL, we conveyed it using the verb "decided to reject."

2.2.3. Syntactic Aspects in the Translation of Legal Language

In the previous section, the features of legal texts concerning the syntactic level of language were highlighted. Therefore, based on the theoretical material presented, an analysis of the sentences listed below will be conducted.

<p>(11) <i>За таких обставин, позовні вимоги про визнання дій державного реєстратора Корюк Т. В. з винесення рішення № 9363198 від 23.12.2013 року протиправними, визнання незаконним та скасування рішення про відмову у державній реєстрації права власності № 9363198 від 23.12.2013 року є обґрунтованими.</i></p>	<p>(11a) <i>In these circumstances, the claims on the recognition of the state registrar actions, T.V. Koriuk based on the decision No. 9363198 of December 23, 2013 illegal and revoking the decision on the rejection of property rights state registration No. 9363198 of December 23, 2013 are justified.</i></p>
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The sentence was conveyed into the TL through calquing, but equivalent translation was used to render specific components. This approach is seen in the following examples:

- *позовні вимоги – the claims;*
- *винесення рішення – the decision;*
- *визнання дій ... протиправними, визнання незаконним – recognition of the ... actions ... illegal.*

In translating these expressions, we conveyed the logical development of the meaning, replacing expressions from the SL with logically-related expressions in the TL.

One of the characteristic features of legal texts at the syntactic level is the predominant use of nominal predicates compared to verbal ones. In the above example, one can indeed observe this feature since the sentence contains a complex nominal predicate expressed through a linking verb and an adjective functioning as a predicate: *є обґрунтованими – are justified*. Additionally, it is worth noting that this sentence is extended by homogeneous members of the sentence, namely: *вимоги про визнання... протиправними, визнання незаконним та скасування рішення – claims on the recognition of the actions... illegal and revoking the decision*, for which the transformation of lexical modulation was applied in translation.

<p>(12) <i>Як вбачається з матеріалів справи, листом № 4688 від 12.09.2013 року позивачем подано документ, що посвідчує речове право на земельну ділянку, а саме: державний акт на право постійного користування земельною ділянкою ЯЯ № 223558 від 20.10.2006 року.</i></p>	<p>(12a) <i>The plaintiff submitted a document certifying the real right to land, namely: the state act on the right of permanent use of land YAYA No. 223558 of October 20, 2006. It was seen in the letter No. 4688 of September 12, 2013 and later it is seen out of the case file.</i></p>
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When translating this text from the original language (TO) to the target language (TP), it is evident that we had to apply certain grammatical transformations to not only convey the content, completeness, and accuracy but also to adapt it according to the rules of the target language. In this excerpt, we used the following transformations: sentence member substitution, sentence splitting, addition of the subject, and lexical modulation. Since the main sentence in the original text is structurally a one-member sentence, a sentence member substitution was applied when translating it into the target language. As a result, the object in the original text was rendered as the subject in the target language (the plaintiff submitted).

Sentence splitting was used too, where certain subordinate parts were separated into a simple, expanded sentence (external sentence splitting). For example:

Як вбачається з матеріалів справи, листом № 4688 від 12.09.2013 року...

– It was seen in the letter No. 4688 of September 12, 2013 and later out of the case file.

In terms of addition and lexical modulation, these transformations occurred at both the morphological and syntactical levels. Thus, when translating the impersonal sentence in the original text, a formal subject appeared, "it," in the target language. For example: *як вбачається з матеріалів справи... – later it is seen out of the case file.* Additionally, the word "later" was added to emphasize the sequential connection of events.

Lexical modulation was applied when translating the phrase "земельна ділянка" as "land" while preserving the meaning of the original. Analyzing this passage, it is also

important to note that the sentence structure in the original is mostly complex, which is characteristic of legal documents. This is because legal professionals need to convey the main idea, conditions, and reasons for a given situation concisely and accurately. The given example is no exception and also features a complex sentence with an attributive subordinate clause, which explains the object of the main clause. The main part of the sentence is one-member, consisting only of a predicate, which is expanded by the object. The sentence also contains a typical feature of legal discourse: the use of full structures to convey logical connections, linking the current fragment to previous material. The phrase *як вбачається з матеріалів справи* – *it is seen out of the case file* creates logical continuity with the preceding information. Finally, another characteristic feature of legal texts is the use of impersonal sentences and passive constructions, such as *як вбачається* – *it is seen*.

In conclusion, the transformations made during this translation show the complex interplay between language and legal discourse. These grammatical adjustments not only help the translated text fit the rules and conventions of the target language but also preserve the clarity and precision that are crucial in legal contexts. This process emphasizes the need for a solid understanding of both the original and the target languages, along with the unique features of legal communication, to ensure an accurate and effective translation.

Conclusions to Chapter Two

1. Legal translation is a specialized type of translation involving the conversion of legal texts into another language. It is both a professional practice and an academic discipline, focusing on the skills necessary to accurately translate legal content. Legal translation requires familiarity with specific terminologies, syntaxes, and legal frameworks, as these texts are rooted in unique cultural and socio-political contexts.
2. This field covers various legal documents such as contracts, apostilles, notarial acts, and powers of attorney. Translators must be trained in legal concepts since any translation error could have significant legal implications. Effective legal

translation often involves knowledge of multiple legal systems, such as the differences between Romano-Germanic and Anglo-Saxon legal traditions.

3. A major challenge is the absence of direct equivalents for some terms, which requires the translator to find target-language constructs that fulfill similar roles. Given this complexity, translations should ideally be reviewed by legal professionals. Sworn translations, typically completed by certified translators, are often preferred for legal documents to ensure precision and reliability.
4. Legal language also has distinctive features—such as standardization, objectivity, and avoidance of emotionally charged vocabulary—tailored to communicate legal information clearly and accurately. In translating, everyday words may take on specific legal meanings, and translators frequently use specialized dictionaries to avoid misinterpretation. Legal translators, therefore, play a vital role in bridging linguistic and cultural gaps, ensuring that legal communications retain their intended meaning across languages.
5. The translation of English legal texts into Ukrainian presents complex lexical, syntactic, and morphological challenges, necessitating more than a basic understanding of legal terminology. Translators often encounter difficulties finding exact equivalents for English legal terms, which sometimes lack direct Ukrainian counterparts, such as "unenforceable contracts." This absence leads to creative translations or the use of descriptive phrases that closely approximate the original meaning. Additionally, the influence of English legal discourse on Ukrainian has introduced terms via transliteration, although it is not always a feasible option.
6. In translating culturally nuanced phrases or terms, such as "charge bargaining" or "plea bargain," translators frequently must consider Ukrainian legal context to convey accurate meanings. Latin and French legal terms embedded in English legal texts (e.g., *bona fide*, *res judicata*) further complicate translation, requiring strategies like transliteration or interpretation. Ukrainian legal language also lacks equivalents for certain archaic English terms and clichés, complicating the translation of formality-heavy phrases commonly used in contracts and statutes.

7. Grammatical and structural variances, such as the use of the modal verb shall or paired terms like terms and conditions, add to the complexity. Furthermore, translating legal concepts not found in Ukrainian law (e.g., English "tribunals" versus Ukrainian "трибунал") requires a deep understanding of the legal contexts in both languages. This often results in the need for descriptive explanations in Ukrainian to avoid misinterpretation.
8. Morphological challenges arise from English's capacity to create correlative term pairs, such as assignor-assignee, which do not have straightforward Ukrainian equivalents due to differences in word formation. Legal translation must navigate these linguistic and cultural nuances carefully to ensure both clarity and fidelity to the original text, often balancing formal and simplified language to suit legal and non-legal audiences alike.
9. Grammatical transformations in translation involve several key types that facilitate accurate and effective communication between languages. Lexical modulation entails changing specific words to more suitable equivalents to maintain meaning and context. Part of speech substitution involves altering the grammatical category of words, such as converting adjectives to nouns or vice versa, to align with the syntactic structure of the target language. Antonymic translation transforms negative expressions into their positive counterparts while retaining the intended meaning. Addition introduces new elements or words to enhance clarity and understanding in the target language. Sentence member substitution changes the roles of sentence components, such as turning objects into subjects, to clarify meaning and improve readability. Sentence splitting involves dividing complex sentences into simpler parts, facilitating comprehension and maintaining the logical flow of information. Syntactic permutation rearranges word order to conform to the grammatical rules of the target language while ensuring accuracy and fluency. Finally, calque translates phrases or expressions directly, preserving their original structure and meaning. Together, these transformations ensure that translations are

not only precise but also appropriate for the context and conventions of the target language.

GENERAL CONCLUSIONS

Legal texts are thoughtfully constructed with attention to detail and organization to effectively govern behavior and facilitate communication within legal systems. This framework prioritizes clarity and coherence, striving to eliminate ambiguity through the use of precise language and specialized terminology. While these characteristics enhance the authority of legal documents, they may also pose challenges for non-experts, as the intricate syntax and terminology can be difficult to navigate.

Legal texts can be organized based on their function, legal branch, or context; however, a universal classification system does not exist. They may be categorized by purpose, including prescriptive texts like laws and contracts, descriptive texts such as court rulings, or scholarly works like legal essays. Additionally, classification can occur within specific areas of law, distinguishing between civil and criminal law or legislative and judicial contexts. Another approach to classification considers the formality of the text, differentiating between formal documents like contracts and more informal discussions such as client consultations. Regardless of these variations, all legal texts emphasize the importance of authoritative and precise communication.

Modern legal linguistics views legal language as a unique form of literary expression. Esteemed scholars such as Protsenko and Stefanchuk characterize it as being highly regulated, featuring precise terminology and formal structures. Legal discourse employs specific macro and microstructures to ensure coherence, and it is important to note that any deviations from these established norms in translation could lead to significant legal ramifications.

In his 1963 work, *The Language of the Law*, David Mellinkoff thoughtfully discusses the essential characteristics of legal English. He highlights the use of technical terminology as well as common words that carry specific legal connotations. Additionally, he points out the prevalence of formulaic expressions, including doublets and triplets. Legal English often incorporates archaic terms, alongside Latin and French phrases, along with intricate sentence structures to uphold a sense of formality and precision. The employment of binomials and post-modifiers underscores the importance

of accuracy and the necessity to eliminate ambiguity, which is vital for effective legal interpretation.

The syntactic complexity of legal English, characterized by lengthy noun phrases, limited premodification, extensive postmodification, and distinctive sentence structures, certainly contributes to its formality; however, it can also render the text less accessible to some readers. Legal documents frequently employ the term "shall" to articulate obligations, prohibitions, or permissions, emphasizing actions over the subject. Additionally, performative statements play a crucial role in establishing or modifying legal statuses directly. Other elements, such as subordination, nominalization, passivization, and unconventional adverb placement, may contribute to an impersonal tone that can potentially hinder clarity.

While these characteristics contribute to the authority and precision of legal texts, they can also create challenges for those who are not specialists in the field. As proposed in various legislative reforms, simplifying legal language could enhance accessibility while still maintaining the necessary legal standards. The key challenge lies in finding the right balance between precision and readability, thereby making legal texts more engaging and comprehensible for a broader audience.

Legal translation is a specialized field that focuses on the translation of legal documents into different languages. This practice encompasses both a professional aspect and an academic discipline, necessitating a deep understanding of legal terminology, syntax, and frameworks. Since legal texts are intricately tied to specific cultural and socio-political contexts, expertise in these areas is essential.

It is crucial for translators to have a solid understanding of legal concepts, as inaccuracies can lead to significant legal repercussions. Additionally, legal translation frequently requires familiarity with various legal systems, particularly the distinctions between Romano-Germanic and Anglo-Saxon legal traditions.

One significant challenge is the absence of direct equivalents for certain terms, which necessitates that translators develop structures in the target language that serve the

same purpose. Considering these complexities, it would be beneficial for translations to be reviewed by legal professionals.

Legal language possesses distinct characteristics such as standardization, objectivity, and a focus on neutral terminology, all aimed at conveying legal information in a clear and precise manner. Common words can carry specific legal interpretations, which is why translators often rely on specialized dictionaries to avoid any potential misunderstandings. The work of legal translators is essential in bridging linguistic and cultural differences, ensuring that legal communications preserve their intended meaning across various languages.

Translating legal texts from English to Ukrainian involves certain lexical, syntactic, and morphological challenges that extend beyond a fundamental grasp of legal terminology. Translators frequently encounter difficulties in identifying precise equivalents for English legal terms, as some may not have direct counterparts in Ukrainian, as a result, they often resort to descriptive phrases that aim to convey the original meaning as closely as possible. Furthermore, English legal discourse has had an impact on Ukrainian legal language through transliteration, although this approach may not always provide the best solution.

When translating culturally specific terms, it is essential for translators to consider the Ukrainian legal context to achieve accurate translations. The presence of Latin and French legal terms in English texts further complicates the process, necessitating the use of strategies like transliteration or interpretation. Additionally, some archaic English terms and clichés lack direct equivalents in Ukrainian legal language, which can make the translation of formal, contract-heavy language quite challenging.

The grammatical and structural differences contribute to the complexity of the translation. Additionally, translating legal concepts that are not present in Ukrainian law necessitates a thorough understanding of both legal systems. This often means providing detailed explanations in Ukrainian to ensure clarity and prevent any potential misunderstandings.

Morphological challenges can also stem from the English language's capacity to create correlative term pairs. Unfortunately, these pairs often lack direct equivalents in Ukrainian due to differences in word formation. In legal translation, it is essential to thoughtfully address these linguistic and cultural nuances to ensure clarity while remaining faithful to the original text. This often requires a delicate balance between formal and simplified language to accommodate both legal and non-legal audiences.

Grammatical transformations in translation are vital for maintaining meaning and ensuring fluency between languages. Key types include lexical modulation, which adjusts words to fit the target context; part-of-speech substitution, which changes word categories to align with syntax; and antonymic translation, transforming negative expressions into positive ones. Addition enhances clarity by introducing extra words, while sentence member substitution and sentence splitting improve readability by rearranging components and simplifying complex sentences. Syntactic permutation involves reordering words to conform to grammatical rules, and calque translates phrases directly to preserve structure. Together, these techniques ensure translations are accurate, clear, and contextually appropriate.

RESUMÉ

Робота досліджує стилістичні та перекладацькі особливості англійськомовного та україномовного юридичного дискурсу, а також порівнює їх в контексті перекладознавства. У фокусі дослідження — аналіз характерних рис стилю та лексичних, граматичних і синтаксичних трансформацій, що використовуються при перекладі юридичних текстів.

Робота включає вступ, теоретичний і практичний розділи, висновки до розділів та загальні висновки, резюме, список використаних джерел та список джерел ілюстративного матеріалу.

У вступі визначено актуальність теми, об'єкт, предмет, мету, завдання та методологічні підходи дослідження. Розкрито теоретичне значення, практичну цінність і наукову новизну роботи.

Перший розділ досліджує основні характеристики англійської юридичної мови, включаючи поняття юридичного тексту, підходи до класифікації, структурні та композиційні риси, а також лексичні та синтаксичні особливості юридичних документів. Окремо розглядаються фактори, що впливають на функціонування юридичної мови.

Другий розділ зосереджено на особливостях перекладу англійськомовних юридичних документів з англійської на українську. Розглянуто специфіку юридичного перекладу як виду спеціалізованого перекладу, а також особливості перекладу лексичних, морфологічних і синтаксичних елементів англійської юридичної мови. Описано виклики та типові трансформації, що використовуються при перекладі юридичних текстів.

У загальних висновках підсумовано результати дослідження та викладено ключові висновки щодо особливостей англійського та українського юридичного дискурсу, а також способів їх інтеграції в перекладацькій практиці.

Ключові слова: юридичний дискурс, перекладознавство, стилістика, переклад, трансформації.

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LIST OF ILLUSTRATION MATERIAL

 Справа № 680/6/21 №2/680/120/21 Р І Ш Е Н Н Я І М Е Н Е М У К Р А І Н И	 Case No: 680/6/21 2/680/120/21 DECISION ON BEHALF OF UKRAINE
<p>19 серпня 2021 року с/мт Нова Ушиця Новоушицький районний суд Хмельницької області в складі: головуючого судді Яцини О.І., з участю секретаря судового засідання Стандрійчук М.П., Skorobogatoї Р.В., представника позивача – адвоката Савченка Я.В., представників відповідача ФГ «Чернишова Івана Гавриловича» – Чернишова І.В., адвоката Терлича В.Г.</p>	<p>Of August 19, 2021 Nova Ushytsia settlement Nova Ushytsia District Court of Khmelnyskiy Region composed of: district judge, O.I. Yatsyna with the participation of the court session’s secretary, M.P.Standriychuk, R.V. Skorobohata the plaintiff’s representative – barrister, Y.V. Savchenko the defendant’s representatives of Chernyshova Ivana Havrylovycha Farm Household – I.V. Chernyshov, barrister, V.H. Terlych</p>
<p>розглянувши за правилами загального позовного провадження у відкритому судовому засіданні в залі суду цивільну справу за позовом Кордонця Олександра Івановича до фермерського господарства «Чернишова Івана Гавриловича», державного реєстратора Новоушицької селищної ради Хмельницької області Федько Ілони Борисівни, Новоушицької селищної ради Хмельницької області про скасування державної реєстрації права власності, – установив:</p>	<p>having considered in open court in the courtroom a civil case on the abolition of the property right state registration on the claim of Oleksandr Ivanovych Kordonets to Chernyshova Ivana Havrylovycha Farm Household; the state registrar of Nova Ushytsia settlement council of Khmelnytskyi region, Ilona Borysivna Fedko; Nova Ushytsia settlement council according to the rules of general claim proceedings. has found:</p>
<p>Позивач звернувся до суду із позовом до відповідачів у якому просив визнати недійсним та скасувати акт прийому- передачі основних засобів, на підставі якого</p>	<p>The plaintiff has filed in the court against defendants and has asked to invalidate and abolish the delivery-acceptance act of the main assets, on the basis of which one has</p>
<p>проведено державну реєстрацію права власності за Фермерським господарством «Чернишова Івана Гавриловича» на сільськогосподарську будівлю (корівник «Черкаська») загальною площею 1555,9</p>	<p>conducted the property right state registration of Chernyshova Ivana Havrylovycha Farm Household on an agricultural building (Cherkasy cowshed) with a total area of 1555.9 square metres, located at the address: Khmelnyskiy region, Nova Ushytsia district,</p>

<p>кв.м., яка знаходиться за адресою: село Антонівка, вулиця Лесі Українки, будинок 12, Новоушицького району, Хмельницької області ; сільськогосподарську будівлю (свинарник) загальною площею 809,5 кв.м., яка знаходиться за адресою: село Антонівка, вулиця Лесі Українки, будинок 10, Новоушицького району, Хмельницької області; сільськогосподарську будівлю (тютюновий склад) загальною площею 426,3 кв.м., яка знаходиться за адресою: село Антонівка, вулиця Лесі Українки, будинок 14, Новоушицького району, Хмельницької області; сільськогосподарську будівлю (кормоцех) загальною площею 289,0 кв.м., яка знаходиться за адресою: село Антонівка, вулиця Лесі Українки, будинок 11, Новоушицького району, Хмельницької області; комплекс нежитлових будівель та споруд загальною площею 2504,6 кв.м., який знаходиться за адресою: село Антонівка, вулиця Лесі Українки, будинок 13, Новоушицького району, Хмельницької області. Визнати недійсними та скасувати рішення державного реєстратора Новоушицької селищної ради Новоушицького району Хмельницької області Федько Ілони Борисівни про державну реєстрацію прав та їх обтяжень (з відкриттям розділу) індексний номер 35140273 від 12 травня 2017 року; індексний номер 35138972 від 12 травня 2017 року; індексний номер 35141065 від 12 травня 2017 року; індексний номер 35139535 від 12 травня 2017 року; індексний номер 35138316 від 12 травня 2017 року.</p>	<p>Antonivka village, Lesia Ukrainka Street, house 12; an agricultural building (pigsty) with a total area of 809.5 square metres, located at the address: Khmelnytskyi region, Nova Ushytsia district, Antonivka village, Lesia Ukrainka Street, house 10; an agricultural building (tobacco warehouse) with a total area of 426.3 square metres, located at the address: Khmelnytskyi region, Nova Ushytsia district, Antonivka village, Lesia Ukrainka Street, house 14; an agricultural building (feedcenter) with a total area of 289.0 square metres, located at the address: Khmelnytskyi region, Nova Ushytsia district, Antonivka village, Lesia Ukrainka Street, house 11; set of non-residential buildings and structures with a total area of 2504.6 square metres, located at the address: Khmelnytskyi region, Nova Ushytsia district, Antonivka village, Lesia Ukrainka Street, house 13. Declare invalid and abolish the decision of the state registrar of Nova Ushytsia settlement council of Khmelnytskyi region, Ilona Borysivna Fedko on state registration of rights and their encumbrances (with the opening of the section) index number 35140273 of May 12, 2017; index number 35138972 of May 12, 2017; index number 35141065 of May 12, 2017; index number 35139535 of May 12, 2017; index number 35138316 of May 12, 2017.</p>
<p>Позивач позов мотивує тим, що він є власником майнового паю КСП «Маяк» загальною вартістю 2297,00 гривень.</p>	<p>The plaintiff motivates the claim by the fact he is the owner of the property share of the collective agricultural enterprise (further – Maiak company with a total value of 2297.00 hryvnias.</p>
<p>Майновий пай КСП «Маяк» позивачем не використано, будь яке майно за рахунок майна КСП «Маяк» у власність позивачу не передавалось.</p>	<p>The plaintiff has not used the property share of Maiak company, the plaintiff was not given any property at the expense of the property of Maiak company.</p>
<p>17 грудня 2020 року в процесі юридичної консультації було з'ясовано, що ФГ «Чернишова Івана Гавриловича»</p>	<p>On December 17, 2020 it was found out in the course of legal consultation that Chernyshova Ivana Havrylovycha Farm Household had carried out the property</p>

<p>всупереч встановленого законом порядку здійснило за собою державну реєстрацію права власності на нерухоме майно, що знаходиться в селі Антонівка, Новоушицького району, Хмельницької області, та яке належить в якості майнового паю усім членам КСП «Маяк».</p>	<p>right state registration to the real estate, located at the address: Khmelnytskyi region, Nova Ushytsia district, Antonivka village, and being a property share belongs to all members of Maiak company. The registration had been carried out contrary to the order established by the law.</p>
<p>У зв'язку із тим, що Фермерським господарством «Чернишова Івана Гавриловича» здійснено за собою державну реєстрацію на нерухоме майно, яке включено до складу майнового паю, співвласником якого є, в тому числі, позивач, вказане свідчить про порушення його майнових прав, що, в свою чергу, надає правомочність суду для задоволення позову.</p>	<p>Due to the fact that Chernyshova Ivana Havrylovycha Farm Household had carried out the property right state registration to the real estate, which is included in the property share the co-owner of which is the plaintiff too. It indicates a violation of his property rights, which for its part, gives the court jurisdiction to meet the claim.</p>
<p>Згідно із протоколом автоматизованого розподілу від 05 січня 2021 року справу розподілено судді Олійник А.О.</p>	<p>According to the automated court-case assignment of January 5, 2021 the case was distributed to the district judge, A.O. Oliinyk.</p>
<p>Ухвалою суду від 06 січня 2021 року відкрито провадження у справі, призначено підготовче засідання та надано відповідачам строк для подачі відзиву.</p>	<p>With the court decision of January 6, 2021, it was opened the proceedings, scheduled a preparatory hearing and given the defendants a deadline to file a response.</p>
<p>06 січня 2021 року суд задовольнив заяву представника позивача про забезпечення позову та наклав арешт на нерухоме майно.</p>	<p>On January 6, 2021 the court met the plaintiff's representative's claim on securing the claim and seized the real estate.</p>
<p>Ухвалою суду від 27 січня 2021 року задоволено заяву про відвід головуючої судді Олійник А.О.</p>	<p>With the court decision of January 27, 2021, it was met the claim on removal of the district judge, A.O. Oliinyk.</p>
<p>Згідно із протоколом повторного автоматизованого розподілу від 27 січня 2021 року справу розподілено судді Яцині О.І.</p>	<p>According to the re-automated court-case assignment of January 27, 2021 the case was distributed to the district judge, O.I. Yatsyna.</p>
<p>Ухвалою суду від 28 січня 2021 року справу прийнято до провадження та призначено підготовче засідання.</p>	<p>With the court decision of January 28, 2021, the case was accepted for proceedings and a preparatory hearing was scheduled.</p>
<p>07 липня 2021 року закрито підготовче засідання, справу призначено до судового розгляду.</p>	<p>On July 7, 2021, the preparatory hearing was closed; the case was assigned for trial.</p>
<p>Представник відповідача ФГ «Чернишова Івана Гавриловича» – адвокат Терлич В.Г. надіслав до суду відзив в якому вказав, що його довіритель позов не визнає та вважає його безпідставним. Вказав, що позивачем пропущено строк позовної давності, оскільки той був членом КСП «Маяк» та був обізнаний проте, що спірним</p>	<p>The defendant's representative of the Chernyshova Ivana Havrylovycha Farm Household – barrister, V.H. Terlych filed a response stating that the defendant did not recognize the claim and considered it unfounded. He stated that the plaintiff had missed the statute of limitations as he was a</p>

<p>майном із 2007 року користується ФГ «Чернишова Івана Гавриловича», яке в подальшому і викупило майно.</p>	<p>member of Maiak company and was aware of the fact that Chernyshova Ivana Havrylovycha Farm Household has used the disputed property since 2007, and later bought the property.</p>
<p>Окрім того, зазначає що позивач був членом КСП «Маяк», особисто головував на зборах власників майнових паїв с.Антонівка, отримував кошти від реалізації майна та особисто придбав у власність частину майна та транспортних засобів.</p>	<p>In addition, he stated that the plaintiff was a member of Maiak company, was personally a chairman of the meeting of property shares owners in Antonivka village, received funds from the sale of property and personally acquired part of the property and vehicles to his property.</p>
<p>Посилання у позовній заяві на Порядок оформлення правонаступництва за зобов'язаннями реорганізованих колективних сільськогосподарських підприємств, затвердженим <u>наказом Міністерства аграрної політики України № 63 від 14 березня 2001 року</u> та Порядок розподілу та використання майна реорганізованих колективних сільськогосподарських підприємств, затвердженим <u>наказом Міністерства аграрної політики України № 62 від 14 березня 2001 року</u> не повинні братись судом до уваги оскільки КСП «Маяк» не було реорганізоване в інше підприємство, а було ліквідоване.</p>	<p>References in the claim to the Procedure for Execution of Succession under the Obligations of Reorganized Collective Agricultural Enterprises, approved by the Order of the Ministry of Agrarian Policy of Ukraine No 63 of March 14, 2001 and the Procedure for Distribution and Usage of Property of Reorganized Collective Agricultural Enterprises, approved by the Order of the Ministry of Agrarian Policy of Ukraine No 62 of March 14, 2001 should not be taken into account by the court as Maiak company was not reorganized into another company, but was abolished.</p>
<p>Усі члени колективного сільськогосподарського підприємства «Маяк», будучи власниками майнових сертифікатів, які засвідчували їх право власності на майновий пай члена колективного сільськогосподарського підприємства, загальна кількість яких була біля 400 осіб, і які мешкали в різних селах, провели розподіл майна КСП «Маяк» між селами, а в подальшому мешканці кожного села, в тому числі і села Антонівка обрали уповноважених власників майнових паїв.</p>	<p>All members of Maiak company, as the owners of property certificates having certified their ownership of the property share of a member of the company, the total number of which was about 400 people, and who lived in different villages, distributed the property of the company «Maiak» among villages, and later the inhabitants of each village, including Antonivka village, elected the authorized owners of property shares.</p>
<p>Відповідно до протоколу зборів від 10 лютого 2007 року №115 уповноваженими власниками майнових паїв жителів с.Антонівка було вирішено передати у користування, а протягом року з моменту</p>	<p>According to the meeting minutes of February 10, 2007 No.115 it was decided by authorized owners of property shares of Antonivka village residents to transfer for usage, and within a year from the date of</p>

<p>передачі в користування, дозволити викупити ФГ «Чернишова Івана Гавриловича» приміщення корівника «Черкаська», приміщення свинарника, приміщення тютюнового складу, приміщення кормоцеху, комплекс нежитлових будівель та споруд. На виконання зазначеного протоколу був складений акт прийому-передачі основних засобів.</p>	<p>transfer, allow Chernyshova Ivana Havrylovycha Farm Household to buy the building of Cherkasy cowshed, the building of the pigsty, the building of the tobacco warehouse, the building of the feedcenter, the set of non-residential buildings and structures. In pursuance of the minutes, the delivery-acceptance act of the main assets was drawn up.</p>
<p>Згідно із записом, який міститься на звороті свідоцтва серії ХМНВ №022539, майно виділено в натурі ФГ. Саме це свідоцтво та акт стали підставою для реєстрації права власності на спірні об'єкти нерухомого майна.</p>	<p>According to the record contained on the back of the certificate of the series XMHB No.022539, the property is allocated in kind to Farm Household. This certificate and the act became the basis for the property right registration to disputed real estate objects.</p>
<p>ФГ «Чернишова Івана Гавриловича» внесло кошти за вказані будівлі майновому комітету, який у подальшому розподілив їх між власниками майнових сертифікатів.</p>	<p>Chernyshova Ivana Havrylovycha Farm Household contributed funds for these buildings to the property committee. The latter distributed them among the property certificates owners.</p>
<p>Вказує, що визнаючи спірне майно спільною частковою власністю бувших членів КСП «Маяк», позивач мав би вказати у позові їх співвідповідачами.</p>	<p>He stated that the plaintiff should have indicated the former members of Maiak company as the co-defendants in the claim by recognizing the disputed property as their joint partial property.</p>
<p>Представник позивача надіслав до суду письмові пояснення в яких вказав, що факт набуття відповідачем ФГ у власність майна в результаті реєстрації, позивачу стало відомо лише 17 грудня 2020 року на юридичній консультації.</p>	<p>The plaintiff's representative filed in the court a written explanation stating that the plaintiff became aware of the fact, that the defendant had acquired the property of Farm Household as a result of state registration, only on December 17, 2020 at a legal consultation.</p>
<p>Відтак, позивачем в межах визначеного законом строку подано відповідну позовну заяву. Разом з тим, якщо суд прийде до висновку про пропуск позивачем строку на звернення до суду клопотав про його поновлення.</p>	<p>Therefore, the plaintiff within the period prescribed by law filed a statement of claim. However, if the court concludes that the plaintiff missed the statute of limitations requested its renewal.</p>
<p>Майновий пай КСП «Маяк» позивачем не використано, будь-яке майно за рахунок майна КСП «Маяк» у власність Кордонцю О. І. не передавалось. Відповідачем ФГ не доведено дотримання процедури передання у власність фермерському господарству «Чернишова</p>	<p>The property share of Maiak company was not used by the plaintiff, any property at the expense of the property of Maiak company was not transferred to the ownership of O.I. Kordonets. The defendant of Farm Household did not prove compliance with the</p>

<p>Івана Гавриловича» спірного майна ні в ході реорганізації, ні в ході ліквідації колективного сільськогосподарського підприємства «Маяк», що, в будь-якому випадку, вказує на порушення набуття у власність відповідного майна.</p>	<p>procedure for transferring the disputed property to the ownership of the Chernyshova Ivana Havrylovycha Farm Household neither during the reorganization nor during the abolition of Maiak company, which, in any case, indicates a violation of ownership of the property.</p>
<p>Здійснені витрати з метою поліпшення стану спірних об'єктів нерухомого майна жодним чином не впливають на правомірність набуття права власності ФГ «Чернишова Івана Гавриловича».</p>	<p>The costs incurred in order to improve the condition of the disputed real estate in no way affect the legality of the acquisition of ownership of Chernyshova Ivana Havrylovycha Farm Household.</p>
<p>Відповідач – Новоушицька селищна рада Хмельницької області подала до суду відзив на позовну заяву в якому вказала, що при розгляді справи покладається на думку суду. Окрім того зазначено, що державний реєстратор для виконання повноважень державної реєстрації речових прав на нерухоме майно та їх обтяжень та державної реєстрації юридичних осіб та фізичних осіб-підприємців юридичного відділ Новоушицької селищної ради Федько Ілона Борисівна звільнена з 31 січня 2018 року, згідно із розпорядженням №20 від 2018 року.</p>	<p>The defendant – Nova Ushytsia settlement council of Khmelnytskyi region filed a response to the statement of claim stating that in considering the case relies on the opinion of the court. In addition, it is noted that to perform the powers of real property rights state registration and their encumbrances and legal entities and individual entrepreneurs state registration of the legal department the state registrar of Nova Ushytsia settlement council, Ilona Borysivna Fedko was fired from January 31, 2018, in accordance with the order No.20 of 2018.</p>
<p>Відповідач Федько І.Б. надіслала до суду заяву в якій зазначила, що згідно із розпорядженням голови ради №20 від 2018 року вона була звільнена з посади реєстратора., відтак не може бути відповідачем по цьому позові.</p>	<p>The defendant I.B. Fedko filed a statement to the court stating that in accordance with the order of the chairman of the council No. 20 of 2018, she was fired from the post of registrar., therefore cannot be a defendant in this claim.</p>
<p>Позивач в судові засідання не з'явився будучи належним чином повідомленим про таке.</p>	<p>The plaintiff did not appear at the hearing having been duly notified of such.</p>
<p>Представник позивача в судовому засіданні позов підтримав за обставин викладених у позовній заяві та письмових поясненнях.</p>	<p>The plaintiff's representative upheld the claim in the circumstances set out in the statement of claim and written explanations at the hearing.</p>
<p>Представники відповідача Чернишов І. В. та адвокат Терлич В.Г. в судовому засіданні заперечили проти позову за обставин викладених у відзиві на позовну заяву.</p>	<p>The defendant's representatives I.V. Chernyshov and the barrister V.H. Terlych objected to the claim in the circumstances set out in response to the statement of claim at the hearing.</p>

<p>Відповідач – Новоушицька селищна рада Хмельницької області в судові засідання представника не направила.</p>	<p>The defendant – Nova Ushytsia settlement council of Khmelnytskyi region did not provide a representative to the court hearing.</p>
<p>Відповідач Федько І. Б. в судові засідання не з'явилася будучи належним чином повідомленою про таке.</p>	<p>Defendant I.B. Fedko did not appear at the hearing having been duly notified of such.</p>
<p>Суд, заслухавши представника позивача та представників відповідача, з'ясувавши обставини, на які учасники справи посилаються, як на підставу своїх вимог і заперечень, безпосередньо дослідивши та оцінивши докази у справі, якими вони обґрунтовуються, встановив наступні фактичні обставини та зміст спірних правовідносин.</p>	<p>The court established the following facts and content of the dispute after hearing the plaintiff's representative and the defendant's representatives, finding out the circumstances to which the parties refer, as the basis of their claims and objections, directly examining and evaluating the evidence in the case, by which they are substantiated.</p>
<p>Із копії свідоцтва серії ХМНВ №004001 від 24 січня 2007 року видно, що воно видано Отроківською сільською радою на ім'я Кордонця Олександра Івановича та вказує на право останнього на пайовий фонд майна колективного сільськогосподарського підприємства «Маяк». Загальна вартість пайового фонду підприємства вказана у розмірі 3617802 гривень, частка Кордонця І.В. визначена у розмірі 2297 гривень, або 0,063 відсотка (а.с.12).</p>	<p>A copy of the certificate of the series ХМНВ No. 004001 of January 24, 2007 shows that it was issued by the Ostrokiv village council in the name of Kordonets Oleksandr Ivanovych and indicates the latter's right to the share fund of the property of Maiak company. The total value of the share fund of the company is in the amount of 3617802 hryvnias, the share of I.V. Kordonets determined in the amount of 2297 hryvnias, or 0.063 percent (c.f.12).</p>
<p>Відповідно до копії протоколу від 10 лютого 2007 року, збори уповноважених власників с.Антонівка ухвалили передати в користування та протягом року з моменту передачі в користування, викупити Фермерському господарству «Чернишова Івана Гавриловича», приміщення корівника «Черкаська», приміщення свинарника, приміщення тютюнового складу, приміщення кормоцеху, комплекс нежитлових будівель та споруд (а.с.13).</p>	<p>According to a copy of the minutes of February 10, 2007, the meeting of authorized owners of Antonivka village decided to transfer for usage, and within a year from the date of transfer, to buy Chernyshova Ivana Havrylovycha Farm Household, the building of Cherkasy cowshed, the building of the pigsty, the building of the tobacco warehouse, the building of the feedcenter, the set of non-residential buildings and structures. (c.f.13).</p>
<p>Згідно із копією акту прийому-передачі основних засобів майновий комітет с.Антонівка в особі голови Онищука Миколи Григоровича і голови ФГ «Чернишова Івана Гавриловича», Чернишова Івана Гавриловича склали даний акт про те, що майновий комітет передає, а ФГ «Чернишова Івана Гавриловича» прийняв в користування: приміщення корівника «Черкаська»,</p>	<p>According to a copy of the delivery-acceptance act of the main assets, the chairman of the property committee of Antonivka village, Mykola Hryhorovych Onyshchuk and the chairman of Chernyshova Ivana Havrylovycha Farm Household, Ivan Havrylovych Chernyshov made this act that the property committee delivers, and Farm Household</p>

<p>приміщення свинарника, приміщення тютюнового складу, приміщення кормоцеху, комплекс нежитлових будівель та споруд (а.с.14).</p>	<p>«Chernyshova Ivana Havrylovycha» accepted into use: the building of Cherkasy cowshed, the building of the pigsty, the building of the tobacco warehouse, the building of the feedcenter, the set of non-residential buildings and structures. (c.f.14).</p>
<p>Із копії свідоцтва серії ХМНВ №022539 від 20 березня 2017 року видно, що воно видано Новоушицькою селищною радою – ФГ «Чернишова Івана Гавриловича», в особі голови ФГ Чернишова Івана Гавриловича та вказує на право останнього на пайовий фонд майна колективного сільськогосподарського підприємства «Маяк». Майно виділено в натурі: приміщення корівника «Черкаська», приміщення свинарника, приміщення тютюнового складу, приміщення кормоцеху, комплекс нежитлових будівель та споруд (а.с.15).</p>	<p>A copy of the certificate of the series ХМНВ No. 25022539 of March 20, 2007 shows that it was issued by Nova Ushytsia settlement council in the name of Chernyshova Ivana Havrylovycha Farm Household, represented by the chairman of Farm Household Ivan Havrylovych Chernyshov and indicates the latter's right to the share fund of Maiak company. The property is allocated in kind: the building of Cherkasy cowshed, the building of the pigsty, the building of the tobacco warehouse, the building of the feedcenter, the set of non-residential buildings and structures. (c.f.15).</p>
<p>Власником майна, а саме сільськогосподарської будівлі (корівник «Черкаська») за адресою: село Антонівка, вулиця Лесі Українки, будинок 12;</p>	<p>The owner of the property, namely the agricultural building (Cherkasy cowshed) located at the address: Antonivka village, Lesia Ukrainka Street, house 12; the agricultural</p>
<p>сільськогосподарської будівлі (свинарник) за адресою: село Антонівка, вулиця Лесі Українки, будинок 10; сільськогосподарської будівлі (тютюновий склад) за адресою: село Антонівка, вулиця Лесі Українки, будинок 14; сільськогосподарської будівлі (кормоцех) за адресою: село Антонівка, вулиця Лесі Українки, будинок 11; комплексу нежитлових будівель та споруд загальною площею за адресою: село Антонівка, вулиця Лесі Українки, будинок 13, рахується ФГ «Чернишова Івана Гавриловича». Підстава набуття права власності акт прийому-передачі, свідоцтво про право власності на майновий пай члена колективного сільськогосподарського підприємства ХМНВ №022539 від 20 березня 2017 року (а.с.16-20).</p>	<p>building (pigsty) located at the address: Antonivka village, Lesia Ukrainka Street, house 10; the agricultural building (tobacco warehouse) located at the address: Antonivka village, Lesia Ukrainka Street, house 14; an agricultural building (feedcenter) located at the address: Antonivka village, Lesia Ukrainka Street, house 11; the set of non-residential buildings and structures located at the address: Antonivka village, Lesia Ukrainka Street, house 13, is Chernyshova Ivana Havrylovycha Farm Household. The basis for the acquisition of ownership is the delivery-acceptance act, member's certificate of the property share ownership of the company of the series ХМНВ No. 022539 of March 20, 2017 (c.f.16-20).</p>
<p>Згідно із розпорядженням Новоушицького селищного голови від 22 січня 2018 року №20 Федько Ілону Борисівну</p>	<p>According to the order of Nova Ushytsia settlement chairman of January 22, 2018 No. 20 Ilona Borysivna Fedko was fired from the</p>

<p>звільнено з посади державного реєстратора для виконання повноважень державної реєстрації речових прав на нерухоме майно та їх обтяжень та державної реєстрації юридичних осіб та фізичних осіб-підприємців юридичного відділу Новоушицької селищної ради, за згодою сторін, з 31 січня 2018 року (а.с.59).</p>	<p>position of the state registrar to perform the powers of real property rights state registration and their encumbrances and legal entities and individual entrepreneurs state registration of the legal department of Nova Ushytsia settlement council, by agreement of the parties, from January 31, 2018 (c.f. 59).</p>
<p>Копіями бланків підтверджується ведення обліку надходження коштів та їх витрат (а.с.130-134).</p>	<p>Copies of the forms confirm the accounting of receipts and expenditures (c.f.130-134).</p>
<p>Згідно із копіями відомостей навпроти прізвищ осіб проставлені суми та підписи, зокрема, серед них значиться прізвище Кордонєць О. І. (а.с.135-150).</p>	<p>According to the copies of the information, there were the sums and signatures placed opposite the names of the persons, in particular, among them was the surname O.I. Kordonets (c.f.135-150).</p>
<p>Відповідно до копій протоколів, майновий комітет с.Антонівка ухвалював рішення про передачу особам майна КСП «Маяк» (а.с.151-160).</p>	<p>According to the copies of the minutes, the property committee of Antonivka village made a decision to transfer the property of Maiak company to the individuals (c.f.151-160).</p>
<p>Із копій платіжних доручень видно, що ФГ «Чернишова Івана Гавриловича» здійснювало перерахування коштів (а.с.161-178).</p>	<p>Copies of payment orders show that Chernyshova Ivana Havrylovycha Farm Household had been transferring funds (c.f.161-178).</p>
<p>Відповідно до <u>ст.41 Конституції України</u>, ст.ст.319, 321 ЦК України власник володіє, користується і розпоряджається своїм майном на власний розсуд. Право власності є непорушним. Ніхто не може бути протиправно позбавлений цього права чи обмежений у його здійсненні.</p>	<p>In accordance with Article 41 of the Constitution of Ukraine, Articles 319, 321 of the Civil Code of Ukraine, the owner owns, uses and disposes of his property at his own discretion. Property rights are inviolable. No one may be unlawfully deprived of this right or restricted in its implementation.</p>
<p>У відповідності до п.13 листа Міністерства аграрної політики України N37-25-3-11/3923 від 05.05.2001 «Щодо порядку видачі, обліку та погашення Свідоцтва про право власності на майновий пай члена колективного сільськогосподарського підприємства (майновий сертифікат)», при переході права власності на майновий пай, яке здійснено на підставі свідоцтва, орган місцевого самоврядування, який видав та зареєстрував його, видає нове свідоцтво новому власнику, реєструє нове свідоцтво у Книзі обліку,</p>	<p>In accordance with paragraph 13 of the letter of the Ministry of Agrarian Policy of Ukraine No 37-25-3-11 / 3923 of May 5, 2001 «On the procedure for issuing, accounting and repayment of the Certificate of the property share ownership of the company's member (property certificate)», upon transfer of the property share ownership made on the basis of a certificate, the local self-government body that issued and registered it, shall issue a new certificate to the new owner, register a new certificate in the Register, make a</p>

<p>робить відповідний запис у списку осіб, які мають право на майновий пай.</p>	<p>corresponding entry in the list of individuals entitled to property share.</p>
<p>Відповідно до ст.182 ЦК України та Закону України «Про державну реєстрацію речових прав на нерухоме майно та їх обтяжень», право власності та інші речові права на нерухомі речі, обтяження цих прав, їх виникнення, перехід і припинення підлягають державній реєстрації.</p>	<p>In accordance with Article 182 of the Civil Code of Ukraine and the Law of Ukraine «On the real property rights state registration and their encumbrances», property rights and other rights to real property, encumbrances on these rights, their origin, transfer and termination are subjects to state registration.</p>
<p>Згідно з п.51 Порядку державної реєстрації речових прав на нерухоме майно та їх обтяжень, затвердженого постановою Кабінету Міністрів України від 25 грудня 2015 р. № 1127, для державної реєстрації права власності у зв'язку із виділенням нерухомого майна в натурі власникам майнових паїв членів колективних сільськогосподарських підприємств подаються: 1) свідоцтво про право власності на майновий пай члена колективного сільськогосподарського підприємства (майновий сертифікат) з відміткою підприємства правонаступника реорганізованого колективного сільськогосподарського підприємства про виділення майна в натурі, засвідченою підписом керівника такого підприємства та печаткою; 2) акт приймання-передачі нерухомого майна.</p>	<p>In accordance with paragraph 51 of the Order of the real property rights state registration and their encumbrances approved by the resolution of the Cabinet of Ministers of Ukraine of December 25, 2015 No. 1127, for the property right state registration based on the allocation of real estate in kind to property shares owners of the company's members submit: 1) the Certificate of the property share ownership of the company's member (property certificate) with the mark of the successor enterprise of the reorganized company on the allocation of property in kind, certified by the signature and seal of such company's chairman; 2) the delivery-acceptance act of real estate.</p>
<p>Тобто, суд приходить до висновку, що ФГ «Чернишова Івана Гавриловича» набуло у порядку не забороненому законом право власності на майнові паї, при виділенні яких в натурі останньому передані вищевказані господарські будівлі.</p>	<p>Thus, the court concludes that Chernyshova Ivana Havrylovycha Farm Household acquired the right of property shares ownership in the manner allowed by law, in the allocation of which in kind the above outbuildings were transferred to the latter.</p>
<p>Відповідно до частини першої статті 4 ЦПК України кожна особа має право в порядку, встановленому цим Кодексом, звернутися до суду за захистом своїх порушених, невизнаних або оспорюваних прав, свобод чи законних інтересів.</p>	<p>In accordance with the part one of Article 4 of the Code of civil procedure of Ukraine, every person has the right in the manner prescribed by this Code to file the court to protect their rights, freedoms or legitimate interests having undergone violation, non-recognition or dispute.</p>
<p>Частиною першою статті 15 ЦК України визначено право кожної особи на захист свого цивільного права у разі його порушення, невизнання або оспорювання.</p>	<p>With part one of Article 15 of the Civil Code of Ukraine it defines that every person has the right to protect their civil rights in case of its violation, non-recognition or dispute.</p>

<p>Захист цивільних прав – це передбачені законом способи охорони цивільних прав у разі їх порушення чи реальної небезпеки такого порушення. Під способами захисту суб'єктивних цивільних прав розуміються закріплені законом матеріально-правові заходи примусового характеру, за допомогою яких проводиться поновлення (визнання) порушених (оспорюваних) прав та вплив на правопорушника. Загальний перелік таких способів захисту цивільних прав та інтересів дається в <u>статті 16 ЦК України</u>.</p>	<p>Civil rights protection is defined as the ways of civil rights protection provided by law in case of their violation or real danger of such violation. The material and legal measures of coercive nature fixed by the law by means of which restoration (recognition) of the violated (disputed) rights and influence on the offender is carried out and are to be methods of subjective civil rights protection. A general list of such methods of civil rights and interests' protection is given in Article 16 of the Civil Code of Ukraine.</p>
<p>Особа, право якої порушено, може скористатися не будь-яким, а цілком конкретним способом захисту свого права. Частіше за все спосіб захисту порушеного права прямо визначається спеціальним законом, який регламентує конкретні цивільні правовідносини. За змістом зазначеної норми цивільного права, способами захисту цивільних прав та інтересів можуть бути: визнання права; визнання правочину недійсним; припинення дії, яка порушує право; відновлення становища, яке існувало до порушення; примусове виконання обов'язку в натурі; зміна правовідношення; припинення</p>	<p>The person whose rights have been violated may use a very precise way to protect their right. The method of violated right protection most often is directly determined by a special law that regulates specific civil legal relations. According to the content of this civil law rule, ways of civil rights and interests protection can be as follows: law recognition; legal transaction invalidation; infringing action termination; situation restoration that existed before the violation; compulsory performance of duty in kind; legal relationship change; legal relationship termination; damages</p>
<p>правовідношення; відшкодування збитків та інші способи відшкодування майнової шкоди; відшкодування моральної (немайнової) шкоди; визнання незаконними рішень, дій чи бездіяльності органу державної влади, органу місцевого самоврядування, їхніх посадових і службових осіб.</p>	<p>compensation and other methods of property damage compensation; moral (non-pecuniary) damage compensation; recognition of illegal decisions, actions or inaction of a state authority, local self-government body and their officials.</p>
<p>У випадку, якщо закон або договір не визначають ефективного способу захисту порушеного, невизнаного або оспореного права, свободи чи інтересу особи, яка звернулася до суду, суд відповідно до викладеної в позові вимоги такої особи може визначити у своєму рішенні такий спосіб захисту, який не суперечить закону (ч.2 <u>ст.5 ЦПК України</u>).</p>	<p>In accordance with the claim of a person, the court may determine in its decision such a protection method allowed by law, if the law or the contract does not determine an effective way to protect the violated, unrecognized or disputed right, freedom or interest of a person who filed with the court (Part two of Article 5 of the Code of civil procedure of Ukraine).</p>
<p>Застосування конкретного способу захисту цивільного права залежить як від змісту права чи інтересу, за захистом якого</p>	<p>The application of a specific protection method of the civil law depends both on the</p>

<p>звернулася особа, так і від характеру його порушення, невизнання або оспорення. Такі право чи інтерес мають бути захищені судом у спосіб, який є ефективним, тобто таким, що відповідає змісту відповідного права чи інтересу, характеру його порушення, невизнання або оспорення та спричиненим цими діями наслідкам.</p>	<p>content of the right or interest for the protection of which the person sought, and on the nature of its violation, non-recognition or dispute. Such rights or interests must be protected by a court in a manner that is effective, that is, consistent with the relevant right or interest content, the nature of the violation, non-recognition or dispute, and the legal consequences of those acts.</p>
<p>Звертаючись до суду позивач просив визнати недійсним та скасувати акт прийому-передачі, визнати недійсним та скасувати рішення державного реєстратора, будучи переконаним, що таким чином будуть відновлені його права порушені відповідачами, оскільки він є власником майнового паю КСП «Маяк», проте у власність майна не отримував, а ФГ «Чернишова Івана Гавриловича» всупереч встановленого законом порядку здійснило за собою державну реєстрацію права власності на нерухоме майно, яке включено до складу майнового паю КСП «Маяк».</p>	<p>The plaintiff, addressing the court, asked to invalidate and abolish the delivery-acceptance act, invalidate and abolish the state registrar decision. He believed that this will restore his rights violated by the defendants, as he is the owner of the property share of Maiak company, but he did not receive the property, and Chernyshova Ivana Havrylovycha Farm Household carried out the property right state registration to the real estate which is included in the property share structure of Maiak company contrary to the established by law procedure.</p>
<p>Натомість, із наданих позивачем документів суд встановив, що на час реєстрації права власності на спірні будівлі у ФГ «Чернишова Івана Гавриловича» були наявні необхідні документи, а саме: акт прийому передачі та свідоцтво, що відповідає п.51 Порядку державної реєстрації речових прав на нерухоме майно та їх обтяжень.</p>	<p>The court, instead, found out of the documents provided by the plaintiff, that Chernyshova Ivana Havrylovycha Farm Household had the necessary documents at the time of ownership registration of the disputed buildings, namely: the delivery-acceptance act and the certificate in accordance with paragraph 51 of the order of the real property rights state registration and their encumbrances.</p>
<p>Так, представник позивача у судовому засіданні не заперечував проти тверджень Чернишова І. Г., в яких він вказав, що не був членом КСП, а набув право на майно будучи спадкоємцем члена КСП та шляхом внесення відповідних сум коштів за будівлі, вартість яких була встановлена експертом.</p>	<p>Thus, the plaintiff's representative did not object to the allegations of I.H. Chernyshov at the hearing, where he stated that he was not a member of the company, and acquired the property right as the heir of the company's member and by making appropriate amounts for buildings, which value was established by expert.</p>
<p>Окрім того, наданими до суду доказами підтверджується те, що у пайовому фонді КСП «Маяк» на позивача передбачалося 0,063 відсотка.</p>	<p>In addition, the evidence provided to the court confirms that 0.063 percent of the share fund of Maiak company was provided for the</p>

	plaintiff.
Суд критично ставиться до твердження позивача щодо того, що він не отримував майна із пайового фонду КСП «Маяк», оскільки на розгляд суду надано лише титульну сторону свідоцтва серії ХМНВ №004001 від 24 січня 2007 року без копії зворотного боку де вказується відомості про виділення майна в натурі.	The court is critical of the plaintiff's assertion that he did not receive property from the share fund of Maiak company, as only the title page of the certificate of the series ХМНВ No. 004001 of January 24, 2007 was submitted to the court without a copy of the reverse side indicating the allocation of property in kind.
Більше того, ні позивачем, ні його представником не доведено того, що 0,063 відсотка пайового фонду припадають на спірні будівлі, а не на інше майно фонду.	Moreover, neither the plaintiff nor his representative proved that 0.063 percent of the share fund alludes the disputed buildings and not other assets of the fund.
Суд звертає увагу на те, що свідоцтво серії ХМНВ №004001 від 24 січня 2007 року позивач отримав за тією ж процедурою та від тих же суб'єктів, що і ФГ «Чернишова Івана Гавриловича».	The court draws attention to the fact that the plaintiff received the certificate of the series ХМНВ No. 004001 of January 24, 2007 according to the same procedure and from the same subjects as Chernyshova Ivana Havrylovycha Farm Household.
З огляду на зазначене, суд не вбачає порушень, невизнання або оспорення відповідачами прав та підлягали б захисту чи поновленню судом.	In view of the above, the court does not see any violations, non-recognition or dispute of the defendants' rights and would be subject to protection or restoration by the court.
За таких обставин, враховуючи викладені вище положення законодавства та встановлені судом фактичні обставини справи, розглянувши справу в межах	In these circumstances, the court concludes the rejection to meet this claim in view of its unfoundedness and lack of proof, taking into account the above law provisions
заявлених позовних вимог, повно, всебічно та безпосередньо оцінивши наявні у справі докази, з'ясувавши усі обставини справи, на які сторони посилалися як на підставу своїх вимог і заперечень, суд приходить до висновку про відмову в задоволенні даного позову з огляду на його безпідставність та недоведеність.	and established the case facts by the court, considering the case within the stated claims, fully, comprehensively and directly assess the case evidence, finding out all the case circumstances as requirements and objections, which the parties referred to.
Відповідно до ч.ч. 3, 4 ст.267ЦК України позовна давність застосовується судом лише за заявою сторони у спорі, зробленою до винесення ним рішення. Сплив позовної давності, про застосування якої заявлено стороною у спорі, є підставою для відмови у позові.	In accordance with parts three, four of Article 267 of the Civil Code of Ukraine, the court applies the statute of limitations only on the party's application to the dispute, made before the decision. The statute of limitations expiration, the application of which is claimed by the party to the dispute, is the basis for claim rejection.
Суд застосовує позовну давність лише	The court applies the statute of

<p>тоді, коли є підстави для задоволення позовних вимог, звернутих позивачем до того відповідача у спорі, який заявляє про застосування позовної давності.</p>	<p>limitations only when there are grounds to meet the claims filed by the plaintiff against the defendant in the dispute, who claims the statute of limitations application.</p>
<p>Тобто, перш ніж застосувати позовну давність, суд має з'ясувати та зазначити у судовому рішенні, чи було порушене право, за захистом якого позивач звернувся до суду. Якщо це право порушене не було, суд відмовляє у позові через необґрунтованість останнього. І тільки якщо буде встановлено, що право позивача дійсно порушене, але позовна давність за відповідними вимогами спливла, про що заявила інша сторона у спорі, суд відмовляє у позові через вплив позовної давності у разі відсутності визнаних судом поважними причин її пропуску, про які повідомив позивач.</p>	<p>Thus, the court must find out and indicate in the court decision whether the protection right of which the plaintiff appealed to the court was violated before applying the statute of limitations. If this right has not been violated, the court rejects the claim due to the unfoundedness of the latter. The court rejection the claim due to the statute of limitations expiration in the absence of valid reasons for missing it, in only case it is established that the plaintiff's right is indeed violated, but the statute of limitations has expired, as stated by the other party in the dispute.</p>
<p>Крім того, для застосування позовної давності за заявою сторони у спорі суд має дослідити питання її перебігу окремо за кожною звернутою до цієї сторони позовною вимогою, і, залежно від установленого, дійти висновку про те, чи спливла позовна давність до відповідних вимог.</p>	<p>In addition, the court must examine the statute of limitations issue separately for each claim filed against this party in order to apply the statute of limitations at the request of a party to the dispute, and depending on the established, to determine whether the statute of limitations has expired to the relevant requirements.</p>
<p>Встановлено, що представник відповідача у відзиві на позовну заяву звернувся до суду із заявою, в якій просив застосувати позовну давність.</p>	<p>It is established that the defendant's representative appealed to the court with a statement in which he asked to apply the statute of limitations in response to the statement of claim.</p>
<p>Оскільки суд дійшов до висновку про відмову у задоволенні позовних вимог, то відсутні підстави для перевірки обставин щодо пропуску строку позовної давності.</p>	<p>There are no grounds to verify the circumstances regarding the statute of limitations omission, as the court concludes the rejection to meet the claims.</p>
<p>При ухваленні рішення про відмову у задоволенні позову суд у відповідному судовому рішенні зазначає про скасування заходів забезпечення позову (ч.9 ст.158 ЦПК України). Відтак, арешт накладений ухвалою Новоушицького районного суду Хмельницької області від 06 січня 2021 року на спірні будівлі підлягає скасуванню, у зв'язку із відмовою у задоволенні позову.</p>	<p>The court in the decision on the rejection to meet the claim notes the abolition of measures to ensure the claim, concluding the relevant decision. (Part nine of Article 158 of the Code of civil procedure of Ukraine). Therefore, the arrest imposed by the decision of the Nova Ushytsia District Court of Khmelnytskyi Region of January 6, 2021 on the disputed buildings is subject to abolition, in</p>

	connection with the rejection to meet the claim.
Розподіляючи судові витрати, суд керується частиною першою, другою <u>статті 141 ЦПК України</u> та враховуючи відмову у позові, покладає судові витрати у виді судового збору понесені позивачем, на останнього.	The court is guided by parts one, two of Article 141 of the Code of civil procedure of Ukraine allocating court costs and taking into account the claim rejection, imposes court costs in the form of court fees incurred by the plaintiff, to the latter.
Керуючись ст.ст. <u>12, 81, 141, 258, 263-265, 273 ЦПК України</u> , суд,– ухвалив:	The court guiding by Art. 12, 81, 141, 258, 263-265, 279 of the Code of civil procedure of Ukraine, – has ruled:
В позові Кордонця Олександра Івановича до фермерського господарства «Чернишова Івана Гавриловича», державного реєстратора Новоушицької селищної ради Хмельницької області Федько Ілони Борисівни, Новоушицької селищної ради Хмельницької області про скасування державної реєстрації права власності – відмовити.	Oleksandr Ivanovych Kordonets's lawsuit is to be rejected against Chernyshova Ivana Havrylovycha Farm Household, the state registrar of Nova Ushytsia settlement council of Khmelnytskyi region, Ilona Borysivna Fedko, Nova Ushytsia settlement council of Khmelnytsky region on the ownership state registration abolition.
Скасувати арешт накладений ухвалою Новоушицького районного суду Хмельницької області від 06 січня 2021 року на:	The arrest imposed by the decision of the Nova Ushytsia District Court of Khmelnytskyi Region of January 6, 2021, is to be abolished on:
- сільськогосподарську будівлю (корівник «Черкаська») загальною площею 1555,9 кв.м., яка знаходиться за адресою: Хмельницька область, Новоушицький район, село Антонівка, вулиця Лесі Українки,	the agricultural building (Cherkasy cowshed) with a total area of 1555.9 square metres, located at the address: Khmelnytskyi region, Nova Ushytsia district, Antonivka village, Lesia Ukrainka Street, house 12,
будинок 12, реєстраційний номер об'єкта нерухомого майна 1244986768233;	registration number of the real estate object 1244986768233;
- сільськогосподарську будівлю (свинарник) загальною площею 809,5 кв.м., яка знаходиться за адресою: Хмельницька область, Новоушицький район, село Антонівка, вулиця Лесі Українки, будинок 10, реєстраційний номер об'єкта нерухомого майна 1244913768233;	the agricultural building (pigsty) with a total area of 809.5 square metres, located at the address: Khmelnytskyi region, Nova Ushytsia district, Antonivka village, Lesia Ukrainka Street, house 10, registration number of the real estate object 1244913768233;
- сільськогосподарську будівлю (тютюновий склад) загальною площею 426,3 кв.м., яка знаходиться за адресою: Хмельницька область, Новоушицький район, село Антонівка, вулиця Лесі Українки, будинок 14, реєстраційний номер об'єкта нерухомого майна 1245029768233;	the agricultural building (tobacco warehouse) with a total area of 426.3 square metres, located at the address: Khmelnytskyi region, Nova Ushytsia district, Antonivka village, Lesia Ukrainka Street, house 14, registration number of the real estate object 1245029768233;

<p>- сільськогосподарську будівлю (кормоцех) загальною площею 289,0 кв.м., яка знаходиться за адресою: Хмельницька область, Новоушицький район, село Антонівка, вулиця Лесі Українки, будинок 11, реєстраційний номер об'єкта нерухомого майна 1244946268233;</p>	<p>the agricultural building (feedcenter) with a total area of 289.0 square metres, located at the address: Khmelnytskyi region, Nova Ushytsia district, Antonivka village, Lesia Ukrainka Street, house 11, registration number of the real estate object 1244946268233;</p>
<p>- комплекс нежитлових будівель та споруд загальною площею 2504,6 кв.м., який знаходиться за адресою: Хмельницька область, Новоушицький район, село Антонівка, вулиця Лесі Українки, будинок 13, реєстраційний номер об'єкта нерухомого майна 1244875868233.</p>	<p>the set of non-residential buildings and structures with a total area of 2504.6 square metres, located at the address: Khmelnytskyi region, Nova Ushytsia district, Antonivka village, Lesia Ukrainka Street, house 13, registration number of the real estate object 1244875868233.</p>
<p>Рішення суду набирає законної сили після закінчення строку подання апеляційної скарги всіма учасниками справи, якщо апеляційну скаргу не було подано. У разі подання апеляційної скарги рішення, якщо його не скасовано, набирає законної сили після повернення апеляційної скарги, відмови у відкритті чи закритті апеляційного провадження або прийняття постанови суду апеляційної інстанції за наслідками апеляційного перегляду.</p>	<p>The court decision enters into force after the term expiration for filing an appeal by all participants in the case, if the appeal has not been filed. The decision, if it was not abolished, takes effect after the appeal return, the refusal to open or close the appeal proceedings or the appellate court decision as a result of the appellate review in the case of filing an appeal.</p>
<p>На рішення суду може бути подана апеляційна скарга до Хмельницького апеляційного суду через Новоушицький районний суд Хмельницької області протягом тридцяти днів із дня його проголошення. Якщо в судовому засіданні було оголошено лише вступну та резолютив-</p>	<p>An appeal against the court decision may be filed with the Khmelnytsky Court of Appeal through the Nova Ushytsia District Court of Khmelnytskyi Region within thirty days from the date of its promulgation. The specified term is calculated from the date of the</p>
<p>ну частини судового рішення або у разі розгляду справи (вирішення питання) без повідомлення (виклику) учасників справи, зазначений строк обчислюється з дня складення повного судового рішення.</p>	<p>full court decision, in only case the introductory and operative parts of the court decision were announced at the court hearing or in case of case consideration (issue resolution) without notification (summons) of the parties.</p>
<p>Повний текст рішення виготовлено 27 серпня 2021 року.</p>	<p>The full text of the decision was made on August 27, 2021.</p>
<p>Позивач: Кордонець Олександр Іванович, місце проживання: с. Антонівка, Новоушицької ОТГ, Кам'янець-Подільського, району, Хмельницької області, РНОКПП –</p>	<p>The plaintiff: Oleksandr Ivanovych Kordonets, place of residence: Khmelnytskyi region, Kamianets-Podilskyi District, Nova Ushytsia United territorial community, Antonivka village, Individual Tax Identification Number –.</p>
<p>Відповідач: Фермерське господарство «Чернишова Івана</p>	<p>The defendant: Chernyshova Ivana</p>

<p>Гавриловича», місцезнаходження: вул. Лесі Українка,13, с. Антонівка, Новоушицької ОТГ, Кам'янець-Подільського району, Хмельницької області, код ЄДРПОУ – 14178345.</p>	<p>Havrylovycha Farm Household located at the address: Khmelnytskyi region, Kamianets-Podilskyi District, Nova Ushytsia United territorial community, Antonivka village, 13, Lesia Ukrainka street, National State Registry of Ukrainian Enterprises and Organizations – 14178345.</p>
<p>Відповідач: Державний реєстратор Новоушицької селищної ради Новоушицького району Хмельницької області Федько Ілона Борисівна, місцезнаходження: вул. Подільська, 12, смт Нова Ушиця, Кам'янець-Подільського району, Хмельницької області.</p>	<p>The defendant: the state registrar of Nova Ushytsia settlement council of Khmelnytskyi region, Iona Borysivna Fedko, located at the address: Khmelnytskyi region, Kamianets-Podilskyi District, Nova Ushytsia settlement, 12, Podilska street.</p>
<p>Відповідач: Новоушицька селищна рада Кам'янець-Подільського району Хмельницької області, місцезнаходження: вул. Подільська, 12, смт Нова Ушиця, Кам'янець-Подільського району, Хмельницької області, код ЄДРПОУ 04407388.</p>	<p>The defendant: Nova Ushytsia settlement council of Kamianets-Podilskyi District, Khmelnytskyi region, located at the address: Khmelnytskyi region, Kamianets-Podilskyi District, Nova Ushytsia settlement, 12, Podilska street, National State Registry of Ukrainian Enterprises and Organizations – 04407388.</p>
<p>Суддя Новоушицького Районного суду О. І. Яцина</p>	<p>District judge of Nova Ushytsia District Court O.I. Yatsyna</p>

<p style="text-align:center">4. ВИЩИЙ АДМІНІСТРАТИВНИЙ СУД УКРАЇНИ ПОСТАНОВА ІМЕНЕМ УКРАЇНИ</p>	<p style="text-align:center">4. THE SUPREME ADMINISTRATIVE COURT OF UKRAINE THE RULING ON BEHALF OF UKRAINE</p>
<p>«26» листопада 2019 р. м. Київ К/800/51345/14</p>	<p>Of November 26, 2019 Kyiv city K/800/51345/14</p>
<p>Колегія суддів Вищого адміністративного суду України у складі суддів: Мороз Л.Л., Горбатьюка С.А., Шведа Е.А.,</p>	<p>The Board of Judges of the Supreme Administrative Court of Ukraine composed of: Judges: L.L. Moroz, S.A. Horbatiuk, E.A. Shweda,</p>
<p>розглянувши у порядку письмового провадження касаційну скаргу Кременчуцького міськрайонного центру зайнятості на постанову Окружного адміністративного суду міста Києва від 30.05.2014 року та ухвалу Київського апеляційного адміністративного суду від 24.09.2014 року у справі за позовом Кременчуцького міськрайонного центру зайнятості до Державної реєстраційної служби України, реєстраційної служби Кременчуцького міського управління юстиції Полтавської області про скасування рішення, ВСТАНОВИЛА:</p>	<p>having considered in the writing proceedings the cassation appeal of the Kremenchuk City District Employment Center against the ruling of the District Administrative Court of Kyiv of May 30, 2014 and the resolution of the Kyiv Administrative Court of Appeal of September 24, 2014 in the case of the Kremenchuk City District Employment Center to the State Registration Service of Ukraine, registration service Kremenchuk City Department of Justice of Poltava region to abolish the decision, HAS FOUND:</p>
<p>Кременчуцький міськрайонний центр зайнятості звернувся до Окружного адміністративного суду м. Києва з позовом, з урахуванням заяви про зміну позовних вимог, про визнання дій державного реєстратора Корюк Т. В. з винесення рішення № 9363198 від 23.12.2013 року протиправними, визнання незаконним та</p>	<p>The Kremenchuk City District Employment Center filed the claim of obligation to register the ownership right of self- constructed real property with the District Administrative Court of Kyiv, taking into account the application on claims changing, on the recognition of the state registrar actions, T.V. Koriuk based on the decision No. 9363198</p>

<p>скасування рішення про відмову у державній реєстрації права власності № 9363198 від 23.12.2013 року, зобов'язання зареєструвати право власності на самочинно збудоване нерухоме майно.</p>	<p>of December 23, 2013 illegal and revoking the decision on the rejection of property rights state registration No. 9363198 of December 23, 2013.</p>
<p>Постановою Окружного адміністративного суду м. Києва від 30.05.2014 року, залишеною без змін ухвалою Київського апеляційного адміністративного суду від 24.09.2014 року, у задоволенні позову відмовлено.</p>	<p>The claim was rejected by the ruling of the District Administrative Court of Kyiv of May 30, 2014, the unchanged resolution of the Kyiv Administrative Court of Appeal of September 24, 2014.</p>
<p>Не погоджуючись з судовими рішеннями судів першої та апеляційної інстанцій у справі, позивач подав до Вищого адміністративного суду України касаційну скаргу у якій, посилаючись на порушення судами норм матеріального та процесуального права, просить скасувати рішення судів першої та апеляційної інстанції та прийняти нове рішення, яким позов задовольнити.</p>	<p>The plaintiff filed the cassation appeal with the Supreme Administrative Court of Ukraine disagreeing with the court decisions of the trial court and the court of appeal in the case, in which he asks to abolish the decision of the trial court and court of appeal and make a new decision to meet the claim, referring the court violation of substantive and procedural law.</p>
<p>Розгляд касаційної скарги здійснено у порядку письмового провадження за наявними у справі матеріалами відповідно до пункту 2 частини 1 статті 222 Кодексу адміністративного судочинства України у зв'язку з неприбуттям сторін у судові засідання.</p>	<p>The cassation appeal was considered in writing proceedings on the basis of the materials available in the case in accordance with paragraph 2 part 1 of Article 222 of the Code of Administrative Procedure of Ukraine due to the parties' non-appearance in the court.</p>
<p>Заслухавши доповідь судді Вищого адміністративного суду України стосовно обставин, необхідних для прийняття рішення судом касаційної інстанції, перевіривши і обговоривши доводи касаційної скарги,</p>	<p>Having heard the judge's report of the Supreme Administrative Court of Ukraine on the circumstances necessary for a decision by the Court of Cassation of Ukraine, having checked and discussed the arguments of the</p>

<p>проаналізувавши правильність застосування судами першої та апеляційної інстанцій норм матеріального та процесуального права, колегія суддів дійшла висновку, що касаційна скарга підлягає частковому задоволенню з таких підстав.</p>	<p>cassation appeal, having analyzed the accuracy of substantive and procedural law application by the trial court and court of appeal, the panel of judges concluded that the cassation appeal is partially met for such reasons.</p>
<p>Судами попередніх інстанцій встановлено, що 26.07.2013 року представник позивача звернувся до Реєстраційної служби Кременчуцького міського управління юстиції Полтавської області з заявою про державну реєстрацію прав та їх обтяжень (щодо права власності) за реєстраційним номером 2199073.</p>	<p>The courts of previous resort found that the plaintiff's representative filed with the Registration Service of the Kremenchuk City Department of Justice of Poltava region with an application on the state registration of rights and their encumbrances (on property rights) under registration number 2199073 on July 26, 2013.</p>
<p>До заяви про державну реєстрацію прав та їх обтяжень, позивачем були подані наступні документи: квитанція № 240430001 від 04.07.2013 року, копія паспорту та реєстраційного номеру облікової картки платника податку Тарана О. О., оригінал довіреності від 04.07.2013 року на уповноваження Тарана О. О., рішення Господарського суду Полтавської області від 12.02.2012 року по справі №18/2569/12 з відміткою про набрання рішенням законної сили, ухвала Господарського суду Полтавської області від 04.03.2013 року по справі №18/2569/12, технічний паспорт від 03.06.2009 року, виданий Кременчуцьким бюро технічної інвентаризації, копія виписки АВ №835765 з єдиного державного реєстру юридичних осіб та фізичних осіб - підприємців, копія довідки АВ №597707 з</p>	<p>The plaintiff submitted with the application for the state registration of rights and their encumbrances the following documents: receipt No. 240430001 of July 04, 2013, a passport copy and Individual Tax Identification Number in the name of O.O. Taran, the power of attorney original of July 04, 2013 on the authority of O.O. Taran, the Commercial Court decision of Poltava region of February 12, 2012 in the case No. 18/2569/12 with a note on the decision entry into force, the Commercial Court resolution of the Poltava region of March 04, 2013 in the case No. 18/2569/12, technical passport of June 03, 2009, issued by Kremenchuk Bureau of Technical Inventory, copy of extract AB No. 835765 from the Unified State Register of Legal Entities and Individual Entrepreneurs, copy of certificate AB №597707 of the National State</p>

<p>єдиного державного реєстру підприємств та організацій України, копія положення Кременчуцького міськрайонного центру зайнятості від 01.02.2011 року.</p>	<p>Registry of Ukrainian Enterprises and Organizations, the provision copy of the Kremenchuk City District Employment Center of February 01, 2011.</p>
<p>Рішенням реєстраційної служби Кременчуцького міського управління юстиції Полтавської області № 5318683 від 27.08.2013 року розгляд заяви про державну реєстрацію прав та їх обтяжень зупинено та роз'яснено, що у разі подання у встановленому законодавством порядку необхідних документів, а саме: документу, що посвідчує речове право на земельну ділянку, документу, що відповідно до вимог законодавства, засвідчує прийняття в експлуатацію закінченого будівництвом об'єкта, розгляд заяви про державну реєстрацію прав та їх обтяжень буде відновлено.</p>	<p>The application consideration on the state registration of rights and their encumbrances was suspended by the registration service of the Kremenchuk City Department of Justice decision of Poltava region No. 5318683 of August 27, 2013 and clarified that in case of necessary documents submission according to the order established by the law, namely: a document certifying the right to land, a document that certifies the commissioning of the completed facility in accordance with the requirements of the law, the application consideration on the state registration of rights and their encumbrances will be resumed.</p>
<p>Як вбачається з матеріалів справи, листом № 4688 від 12.09.2013 року позивачем подано документ, що посвідчує речове право на земельну ділянку, а саме: державний акт на право постійного користування земельною ділянкою ЯЯ № 223558 від 20.10.2006 року.</p>	<p>The plaintiff submitted a document certifying the real right to land, namely: the state act on the right of permanent use of land YAYA No. 223558 of October 20, 2006. It is seen out of the case file.</p>
<p>23 грудня 2013 року Державний реєстратор прийняв рішення про відмову в державній реєстрації прав та їх обтяжень № 9363198 з посиланням на те, що документ, який, відповідно до вимог законодавства, засвідчує прийняття в експлуатацію закінченого будівництвом об'єкта позивач не</p>	<p>On December 23, 2013 the State Registrar decided to reject the state registration of rights and their encumbrances No. 9363198 with reference to the fact that the plaintiff did not provide the document that certifies the commissioning of the completed facility in accordance with the requirements of the law.</p>

надав.	
Позивач, не погоджуючись із зазначеним рішенням, звернувся з позовом до суду.	The plaintiff filed with the court, disagreeing with the above decision.
Обґрунтовуючи свою позицію відповідач зазначає, що позивач не надав документу, що відповідно до вимог законодавства, засвідчує прийняття в експлуатацію закінченого будівництвом об'єкта.	The defendant, substantiating his position, notes that the plaintiff did not provide a document that certifies the commissioning of the completed facility in accordance with the requirements of the law.
Проте, колегія суддів вважає, що вказана вимога є неправомірною з огляду на таке.	However, the panel of judges considers that this requirement is illegal in view of the following.
Згідно з пунктом 26 Порядку державної реєстрації прав на нерухоме майно та їх обтяжень і Порядку надання інформації з Державного реєстру речових прав на нерухоме майно, затвердженого Постановою КМ України від 22.06.2011 року № 703 (далі – Порядок № 703) для проведення державної реєстрації права власності та інших речових прав на нерухоме майно необхідними документами є документи, що підтверджують виникнення, перехід або припинення права власності та інших речових прав на нерухоме майно та інші документи, визначені цим Порядком.	In accordance with the paragraph 26 of the Procedure for the state registration of real property rights and their encumbrances and the Procedure for providing information from the State Register of Real Property Rights, approved by ruling of the Cabinet of Ministers of Ukraine of June 22, 2011 No. 703 (hereinafter – the Procedure No. 703) the necessary documents for the state registration of ownership rights and other real property rights are documents confirming the emergence, transfer or termination of ownership and other real property rights and other documents specified in this Procedure.
Пунктом 27 Порядку № 703 передбачено, що документами, які підтверджують виникнення, перехід та припинення права власності та інших речових прав на нерухоме майно, є, зокрема, свідоцтво про право власності на нерухоме	In accordance with the paragraph 27 of the Procedure No. 703 the documents confirming the emergence, transfer or termination of ownership and other real property rights are, in particular, a certificate of real property ownership issued by the state

<p>майно, видане державним реєстратором відповідно до цього Порядку та рішення суду, що набрало законної сили, щодо права власності та інших речових прав на нерухоме майно.</p>	<p>registrar in accordance with this Procedure and a court decision, which has entered into force on ownership and other real property rights.</p>
<p>У даному випадку позивач подав у якості документа, що підтверджує виникнення права власності на нерухоме майно рішення суду, що набрало законної сили, щодо права власності. Крім того, позивач подав інші необхідні у даному випадку документи, передбачені пунктами 29 – 29 Порядку № 703 (розділ «Особливості державної реєстрації права власності та інших речових прав на нерухоме майно»).</p>	<p>In this case, the plaintiff filed with the court decision as a document confirming the emergence of real property ownership, which entered into force on the ownership right. In addition, the plaintiff submitted other necessary documents in this case, provided for in paragraphs 29 - 29 of the Procedure № 703 (section «The features of the state registration of ownership rights and other real property rights»).</p>
<p>Натомість державний реєстратор помилково вважав, що позивач також зобов'язаний надати документ, що відповідно до вимог законодавства засвідчує прийняття в експлуатацію закінченого будівництвом об'єкта. Подання такого документа передбачено пунктом 46 Порядку № 703 для проведення державної реєстрації прав з видачею свідоцтва про право власності на нерухоме майно (розділ «Особливості державної реєстрації права власності на нерухоме майно на підставі свідоцтва про право власності на нерухоме майно»).</p>	<p>The state registrar, instead, believed by mistake that the plaintiff was also required to provide a document that certifies the commissioning of the completed facility in accordance with the requirements of the law. The paragraph 46 of the Procedure No. 703 provides the submission of such a document for rights state registration with the issuance of a certificate of real property ownership (section «The features of the state registration of the real property ownership on the basis of a certificate of real property ownership»).</p>
<p>Проте, у спірних правовідносинах документом, який підтверджує виникнення права власності на нерухоме майно є рішення суду, а не свідоцтво про право власності, тому розділ «Особливості державної</p>	<p>However, the court decision, not a certificate of property ownership is the document in disputed legal relations, thus the section «The features of the state registration of the real property ownership on the basis of a</p>

<p>реєстрації права власності на нерухоме майно на підставі свідоцтва про право власності на нерухоме майно» Порядку № 703 на ці правовідносини не поширюється.</p>	<p>certificate of real property ownership» of Procedure No. 703 does not apply to this legal relationship.</p>
<p>При цьому, документи, що передбачені розділом «Особливості державної реєстрації права власності та інших речових прав на нерухоме майно» Порядку № 703, позивач надав.</p>	<p>At the same time, the plaintiff provided the documents provided for in the section «The features of the state registration of ownership rights and other real property rights» of Procedure No. 703.</p>
<p>За таких обставин, позовні вимоги про визнання дій державного реєстратора Корюк Т. В. з винесення рішення № 9363198 від 23.12.2013 року протиправними, визнання незаконним та скасування рішення про відмову у державній реєстрації права власності № 9363198 від 23.12.2013 року є обґрунтованими.</p>	<p>In these circumstances, the claims on the recognition of the state registrar actions, T.V. Koriuk based on the decision No. 9363198 of December 23, 2013 illegal and revoking the decision on the rejection of property rights state registration No. 9363198 of December 23, 2013 are justified.</p>
<p>Разом з тим, позовні вимоги про зобов'язання зареєструвати право власності на самочинно збудоване нерухоме майно задоволенню не підлягають. Так, аналіз Закону України «Про державну реєстрацію речових прав на нерухоме майно та їх обтяжень» дає підстави стверджувати, що вчиненню реєстраційної дії передують етапи перевірки поданих документів та отримання відповідей на запити від інших повноважних органів.</p>	<p>At the same time, the claim of obligation to register the ownership right of self-constructed real property are not subject to satisfaction. Thus, the analysis of the Law of Ukraine «On the state registration of real property rights and their encumbrances» gives grounds to claim that the verification stages of submitted documents and obtaining responses to requests from other authorities precede the registration action.</p>
<p>Розглянувши справу, суди досліджували лише спірні у цих правовідносинах обставини.</p>	<p>Having considered the case, the courts examined only the disputable circumstances in this legal relationship.</p>
<p>Тому суд не може зобов'язати здійснити державну реєстрацію права за</p>	<p>Therefore, the court cannot oblige to perform the state registration of right in</p>

<p>обставин, коли достеменно не встановлено, що усі подані документи є належним чином оформлені, а усі етапи їх перевірки - завершені.</p>	<p>circumstances when it is not established that all submitted documents are properly executed, and all stages to verify them are completed.</p>
<p>При розгляді справи судами допущено неправильне застосування норм матеріального та процесуального права, неповне з'ясування обставин справи, внаслідок чого ухвалено незаконні судові рішення, що є підставою для їх скасування.</p>	<p>The courts applied incorrectly the substantive and procedural law, found out the case circumstances incompletely at the case consideration and as a result illegal court decisions were made that is the basis for their abolition.</p>
<p>Керуючись ст. ст. 220, 222, 223, 230 Кодексу адміністративного судочинства України, колегія суддів ПОСТАНОВИЛА:</p>	<p>The panel of judges guiding by Art. 220, 222, 223, 230 of the Code of Administrative Procedure of Ukraine, – HAS RULED:</p>
<p>Касаційну скаргу Кременчуцького міськрайонного центру зайнятості задовольнити частково.</p>	<p>The cassation appeal of the Kremenchug City and District Employment Center is partially met.</p>
<p>Постанову Окружного адміністративного суду міста Києва від 30.05.2014 року та ухвалу Київського апеляційного адміністративного суду від 24.09.2014 року у цій справі скасувати.</p>	<p>The ruling of the District Administrative Court of Kyiv of May 30, 2014 and the resolution of the Kyiv Administrative Court of Appeal of September 24, 2014 in this case is abolished.</p>
<p>Прийняти нову постанову, якою позов задовольнити частково.</p>	<p>The new ruling is to adopt which meets the claim partially.</p>
<p>Визнати протиправними дії державного реєстратора прав на нерухоме майно Державної реєстраційної служби України Корюк Т.В. при прийнятті рішення № 9363198 від 23.12.2013 року про відмову у державній реєстрації прав та їх обтяжень.</p>	<p>The state registrar actions of real property rights of the State Registration Service of Ukraine, T.V. Koriuk making a decision No. 9363198 of December 23, 2013 on the rejection of the state registration of rights and their encumbrances are to be recognized illegal.</p>
<p>Визнати протиправним та скасувати рішення державного реєстратора прав на нерухоме майно Державної реєстраційної</p>	<p>The decision made by the state registrar of real property rights of the State Registration Service of Ukraine, T.V. Koriuk on the rejection</p>

<p>служби України Корюк Т.В. про відмову у державній реєстрації права власності № 9363198 від 23.12.2013 року.</p>	<p>of the ownership state registration No. 9363198 of December 23, 2013 is to be abolished and recognized illegal.</p>
<p>Зобов'язати Державну реєстраційну службу України повторно розглянути заяву про державну реєстрацію прав та їх обтяжень (щодо права власності) за реєстраційним номером 2199073, подану 26.07.2013 року Кременчуцьким міськрайонним центром зайнятості.</p>	<p>The State Registration Service of Ukraine is to be obliged to reconsider the application on the state registration of rights and their encumbrances (on property rights) under registration number 2199073 of July 26, 2013 applied by the Kremenchuk City District Employment Center.</p>
<p>Відмовити у позові у частині зобов'язання Державної реєстраційної служби України зареєструвати право власності на нерухоме майно.</p>	<p>The claim in part of the obligation of the State Registration Service of Ukraine to register real property ownership is to be rejected.</p>
<p>Постанова є остаточною і оскарженню не підлягає.</p>	<p>The ruling is final and not subject to appeal.</p>