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INTRODUCTION

Commercial agreements are integral part of business sphere. They establish relationships between parties, outlining their rights and responsibilities.

Generally, agreement is a document that proves conclusion of a deal. After its signing, the terms of the agreement should be fulfilled in accordance with terms and conditions of the agreement. Correct drafting of the contract is a key to successful business. That is why linguistic and translational aspects of commercial agreements are considered as important as legal one.

The **topicality** of the research work stems from the role commercial agreements play in present-day world. Nowadays, many people need to purchase some goods or get some services. The agreement serves as a guarantee that a required item is of proper quality. Moreover, all parties to agreement are responsible for fulfilling their obligations. Appropriate linguistic means help to avoid ambiguity of agreements' content and are aimed at unambiguous interpretation by recipients. On the other hand, difficulties may appear due to deviations from norms of formal English or imprecise translation from the source language.

The **object** of the paper is English commercial agreements.

The **subject-matter** of the research is linguistic features of English commercial agreements, as well as specificity of their translation into Ukrainian.

The **aim** of the paper is to define specific features of commercial agreements from linguistic and translational perspectives.

The following **tasks** are set in accordance with the aim of the paper:

- to determine the structure of English commercial agreements proceeding from their types;
- to explore lexical and grammatical features of English commercial agreements;
- to analyse the role of archaisms and modal verbs in English supply agreements;
- to reveal specificity of translating English commercial agreements into Ukrainian.

To achieve the main aim of the research the following **methods** were employed:

- the method of linguistic observation and description to systematize and classify different types of commercial agreements according to their structure;
- statistic method to summarize and describe collection of data, conduct experiments more accurately and to support the conclusions;
- the pragmatic method to reveal the purpose of using modal verbs and archaic words in the supply agreements.

The practical value of the paper lies in possibility to use the results of the study by other scholars in research of linguistic means employed in commercial agreements. The obtained data can be essential for the experiments connected with the analysis of modal verbs and archaisms from the perspective of their function in legal documents. Moreover, the results of studying syntactical features can be applied to the investigation of business documents.

Compositionally, the paper consists of introduction, two chapters, conclusions to each chapter, general conclusions, resume, list of references and list of illustration materials.

In the **Introduction** the paper presents the object and the subject-matter of the research, underlines the topicality of the problem under study, mentions the novelty of the obtained results, sets the main aim and the tasks by which it is achieved, considers

the methods of research under the paper, and discusses the content of each chapter separately.

Chapter One outlines general theoretical aspects of commercial agreements and difficulties of their translation.

Chapter Two considers linguistic means specific for commercial agreements, in particular, modal verbs and archaic words.

General conclusions summarize the obtained data and outline the main perspective for further research of the problem under consideration.

CHAPTER ONE. Theoretical Framework for the Research of English Commercial Agreements

1.1 Commercial agreements: Towards Definition and Typology

The definition of commercial agreement can be found in a law dictionary. It is explained that “A commercial agreement is a legally binding contract between parties where both are required to do particular activities or refrain from doing something” (Upcouncil 2020, para. 1). They are represented in a variety of types, containing industrial, corporate and retail.

It is known that the classification of contracts is a division of them into certain groups, taking into account certain criteria. The contractual type is an independent classification unit. According to S.A. Khokhlov, the type of contract can be defined as “the totality of the legal features of this contract, enshrined in the norms of law that form a legal institution” (Khokhlov 1983: 84). There are 26 types of contracts, of which only six (purchase and sale, annuity, maintenance, rent, lease, loan and credit, storage) are divided into separate types of contracts. The remaining contractual types do not have a specific classification.

A commercial contract is characterized by a number of features. First of all, it mediates relations that develop with the sphere of entrepreneurial activity. A commercial contract as an individual act regulates the so-called “horizontal property relations” (relations of rent, sale, insurance, transportation of goods, financing and guarantees, etc.).

The content of any civil contract is the term of contract to which the concluded contract is subject. Although many scholars in English-American literature have avoided defining the content of the contract, the authoritative opinion of J. Cheshire can be cited, which noted that “the contents of the contract, despite the fact that it is not clearly formulated, still allows you to determine the scope of obligations arising from the concluded contract” (Longley et al. 2018: 37). The content of the

contract is not always limited to what lies on the surface. Courts may include additional conditions in contracts in order to be effective, which the parties could exclude by negligence.

The most common types of commercial agreements include:

- supply contracts;
- website terms and conditions;
- computer and IT contracts;
- trading documentation, including standard terms and conditions for sale or purchase;
- distribution and agency agreements;
- franchise agreements;
- services and outsourcing agreements;
- confidentiality agreements;
- bespoke commercial agreements;
- joint venture agreements;
- data protection;
- licenses, assignments, development agreements and service agreements;
- copyright and other intellectual property issues;
- public procurement.

Barnes-Schuster et al. (2002) investigate supply chain contracts with options in a two-period model, where the buyer has to make quantity commitments, but may purchase ahead of time some options. Alternatives enable the buyer to procure in a future period additional quantity of goods at the exercise price. The authors show that supply contracts are special cases of their general model (Barnes-Shuster et al. 2002: 171–201).

Terms and conditions is a page on a website that comprises the rules of using it. It includes both rights and responsibilities for visitors. It regulates the relationship between the site and the user. Terms and conditions contain the explanation of key

terms that are used in a text. Besides, it provides a framework of the website owner's responsibilities (Website Policies 2020, para. 3).

Computer contracts include the regulation of relationships that belong to the Computer Systems. They exist in both written and oral forms. Such agreements comprise all contracts, leases, distribution agreements, outsourcing, facilities management agreements, disaster recovery agreements, escrow agreements, software and hardware maintenance agreements and other arrangements relating to any element of the Computer Systems (Law Insider 2018, para.1). Lawyers and computer scientists use jargon that creates difficulties in compiling contracts. However, the number of lawyers specializing in technology is increasing. This helps to reduce the problem of creating contracts.

A distribution agreement is a commercial contract. It is concluded between a supplier of goods and a distributor of goods. Nowadays such agreements are common due to the development of trading. Moreover, they are represented in the international arena even more than in the domestic one. As a rule, a document includes information about products and territory, clarifies the responsibilities of each party, defines the terms of agreement existing and procedures connected with the deal, comprises dispute resolution (Becker 2019). These main points are clearly stated in a text.

A franchise agreement is a legal, binding contract between a franchisor and franchisee. It regulates terms and conditions for a franchisee in a written form. The rights and obligations of the franchisor are also included. This document is created to protect the franchisor's property. "This type of agreements correspond to the general rules of documents writing but it should be flexible enough to cover specific needs of the parties" (Daszkowski 2020). The general structure comprises overview of the relationship (the parties and the main point of the agreement), duration of the relationship, initial and continuing fees (conditions for remaining a franchisee), assigned territory, use of intellectual property including trademarks, patents and

manuals, advertising, and insurance requirements. The components of the agreement vary depending on main points to be decided.

A services agreement is an agreement that covers the circumstances under which one party provides services for another party. The most common parties are suppliers and clients. Services agreements are appropriate for marketing services, advertising services, testing services, consulting services, management services and other types (Burrows 2019). The clauses of the agreement depend on the sphere that it is used for. The most common ones include confidentiality, delivery of services, dispute resolution, inspection and testing, intellectual property, non-circumvention, payment, quality of services, term and termination.

Bespoke commercial agreements are created due to the individual requirements of the parties. They include many variations that meet the demands of the parties. Bespoke contracts are used for supply agreements because they prevail over standard contracts (Upcouncil 2020, para.3). For example, when more than two parties are included, it is better to compile a bespoke contract. It is more flexible in comparison to the standard boilerplate.

A joint venture agreement states the rights and obligations of parties that belong to the joint venture and have the same aim. The clauses include the nature of the relationship between the joint venturers, sharing of profits, risks and liability, the parties' contributions, intellectual property, decision-making, and other provisions (Braz 2020, para.5). Properly drafted contracts influence the success of the joint venture.

A licensing agreement is a legal contract between two parties, known as the licensor and the licensee. It contains standard clauses that cover contract length, dispute resolution, exclusivity, inventory issues, minimum sales and requirements, oversight, quality control, patent applications, payment amount, payment schedule, renewal rules, returns and allowances, royalty rates, royalty calculations, sub-licensing, territorial agreements (Upcouncil 2020, para.4). The elements of a

licensing agreement include arbitration, assignment provision, auditing, confidentiality, considerations, definitions, diligence, export rules, force majeure, improvements, infringement, inspection rights, intellectual property, license restrictions, parties involved, rights and privileges, schedules, termination and warranty. Some other categories, such as country of law, integration, modifications, and notices can also be present.

A development agreement is a contract between two parties that are aimed at the development of a product. It regulates the rights and responsibilities of both parties (VanBaren 2017). Special attention is paid to the creator's rights. The main clauses are the scope of services, technical requirements, performance and non-performance, intellectual property, licensing, and fees and payments. The contract highlights the expectations of the parties to the agreement.

Therefore, commercial agreements can be of various types depending on the matter that should be settled. Some clauses are common for all documents. However, specific clauses determine the type of agreement.

1.2 Structure of Commercial Agreements

The structure of the commercial agreements is a complex unity of economic, linguistic and legal terms. A typical commercial agreement starts with the parties to the contract. They are people who enter into agreement. This is usually followed by recitals. They provide some background information to the agreement. Then goes a definitions section. It clarifies how certain words should be interpreted within the document.

The main body of the agreement contains the operative provisions of the contract. This section usually consists of provisions which may be categorized as warranties and conditions. The main part includes confidentiality, duration and termination.

At the end of the commercial agreement there are Miscellaneous clauses, also called "Boiler plate". These typical clauses are included in most contracts. There is a

variety of such clauses, for example, further assurance, assignment, sub-contacting, entire agreement, force majeure, notice, governing law, guarantees, costs, arbitration or dispute resolution, service of legal process, counterparts, illegality or severance, waiver, interpretation, etc. The final part may also include schedules, appendices, exhibits, and execution blocks. They provide more details on the agreement.

The structure of the commercial agreement should be straight, clear and accurate. Conditions that belong to the same object are grouped together. Different conditions should be represented in such a way that they will not be confused, avoiding ambiguity. That is why sub-conditions are to be used.

Sentence structure has its own peculiarities. As a rule, conditional clauses are written together at the beginning of a sentence. However, to make the reader comfortable it is better to start with the main principle, followed by the conditions. Grammatically, it is preferable to use present tense in all conditions. It is possible to use present perfect for the condition that needs to be settled.

The components of a document depend on the type of agreement and a regarded matter. The content includes both standard clauses and special ones. The title expresses the subject of the agreement. The paper itself starts with recitals where the purpose of the document is stated (Adams 2003: 1-3). The parties and their aims are framed together with the admissible facts. In most agreements this information is introduced with the help of the *whereas* term because sentences begin with this word.

The definition part explains abbreviations and terms used in the agreement. The meaning of lexical units is stated in details. The complete using of legal terms not only determines the formal style of writing but also facilitates the process of document reading and understanding. The choice of terms depends on the type of the regarded matter.

The consideration section supports the agreement. It provides grounds for the deal, which are usually connected with giving mutual promises. Consideration is connected with covenants, where paroles are fixed. As a rule, the parties make mutual

promises but only one is also possible. The drafters sometimes use other lexical items than the word *promise* to render the meaning of intended future actions. The list includes modal verbs and verb phrases, such as *shall, will do it, may, should, need not, agrees to*, etc. Breaking the promise leads to the termination of the agreement.

The conditions part relates to the events causing performance of the parties. The conditions are directly connected with the responsibilities framed in the agreement and can be preceded or followed by certain events (Rutledge 2012: 150). In the first case, an event happens before the responsibilities should be performed. In the second case, it cancels the responsibilities. Conditions precedent is more often used in commercial agreements. The examples for rendering conditions are such items as *if, provided that, on condition that*, etc. If the event taken for the condition does not occur, the responsibilities of the party can be abrogated.

Representations and warranties part clarifies admissible facts, which are the basis for the agreement. They are regarded in the course of the case. The example is that the provided services are of a good quality. To some extent, a warranty is a promise. A violation of it occurs if the quality or actions are of lower grade than agreed in a document. In some cases, warranties can be implied and may arise in the event of circumstances. On the other hand, some warranties are stated as facts. In such situations, a violation of warranty happens if the fact is false. Therefore, the breach of warranty occurs if the parties break either promise or the statement of fact. The latter one belongs to the representations.

The indemnification section determines the methods of compensation for damages in case of unforeseen circumstances. The amount of responsibility for certain objects is distributed between the parties. This section is inevitable if the representations and warranties clause is included (Michael 2006: 339–342). According to indemnities, each party is obliged to compensate any losses caused by the violation of warranties. Both parties agree to take responsibility for the consequences, and indemnification determines the reimbursement procedure.

Termination is one of the important sections, where the terms of the agreement are set. It clarifies the circumstances, which influence the end of the deal. The termination procedure is described in this clause. Well-formulated termination sections are of great importance because they determine the protection of agreements.

The remedies part represents the consequences in case of termination. It explains the activities parties involved in. For example, it can be the amount of refund or the sequence of actions necessary for completing remedies. The non-breaching party can count on the compensation, which the breaching party is obliged to pay. This section regulates the relationships between the parties and establishes the responsibilities if the termination occurs.

The style of the commercial agreement is consistent and the text is precise. Accuracy principle demands using of regular items for the party names, legal terms and defined terms. In English, the same term works for the same reason (Carter 2010: 34-46). It is allowed to repeat the same lexical item throughout a document. However, other languages prefer variety of terms. This can lead to inaccuracy in meanings. Therefore, while translating from such texts into English, the translators follow the constant structure and language (Kocbek 2015: 71-86).

The consistent structure demands replacing elements of variety with the same term for the same reason. It includes two main strategies:

1. Substitution of pronouns and synonyms with the defined terms that are explained in the specific section of the agreement. Sometimes, defined terms are written in brackets after the concept that they mark, for example, Peter Brown (the 'Buyer').

In some languages, synonyms are used to designate defined terms. To follow the style of English commercial agreements, they should be replaced with party names or defined terms. For example, the item *purchaser* is used alternatively with the term *buyer* or in the phrase *the party buying products*. The substitution with defined terms is a peculiar characteristic of the English agreements style. The same

concerns pronouns. The party names are used instead of personal pronouns and *this* or *that* items. Consistency also should be in choice of legal vocabulary to avoid ambiguity (Zaharia 2009: 144–147).

2. The defined term is homogeneous throughout the text.

The principle regulates the graphical representation of the lexical item, for example, capitalization, a style of typeface, etc. These components determine the layout of the commercial agreements. The defined term should appear in the same format throughout the text. Otherwise, it confuses the reader and violates the structure of the agreement that should be homogeneous.

The consistent structure of the agreement includes accurate and coherent clauses, logical sequence of the components and regulate formatting of the homogeneous items.

1.3 Principles of Drafting English Commercial Agreements

Successful creation of commercial document depends on the compliance with the writing rules. Firstly, it is necessary to check whether all clauses of the matter are included into the document. They should be logically structured.

Businesslike language is preferable. It is supplemented with the legal and technical terms. However, the exaggeration of this vocabulary overloads the content of the document. Some lexical units are better to be explained.

The paragraph division depends on the number of clauses. A new issue usually starts with a new line.

While writing, the drafter should check the absence of ambiguity in context and verify whether one term is used for one object. Otherwise, reference to several items causes problems for correct interpretation of the content. The definition section of terms facilitates the process of reading and understanding. Moreover, ambiguity may arise due to wrong punctuation or word order, for example, coma in unsuitable place generates incomprehension of the sentence meaning.

The choice of the right verb influences the correct interpretation of the text. As commercial agreements regulate different types of relationships between the parties, the common list of verbs includes such items as:

- *need not* to express absence of obligation;
- *shall* to render intention;
- *should* to give a recommendation;
- *must not* or *may not* to express prohibition;
- *must* to render obligation (Millican 1993: 315–326).

The common problem for most official documents is abundance of passive constructions. It overloads the content with larger amount of words than necessary. The drafter can use two alternatives instead: to put a subject before a verb or simply to use another verb.

The average amount of words in a sentence is 15-17 items. If the number is more than 25-30 units, the reader can lose the essence of the text (Reid 2015: 1–33). For example, it is preferable to divide one long sentence into two or three short ones.

The subject and the predicate should be kept together, as well as compound verbs. A small insertion between principal parts of the sentence does not create difficulties for the reader. On the other hand, long phrases prevent from fast understanding of the content.

Commercial agreements are known to be large in volume. It is important to try to compress the document to a smaller size where permitted (Stygall 2010: 51–64).

There are special principles of economy, such as:

- to make verbs perform more functions in the text, that is to occur as frequently in the text as possible;
- to convert verbs from passive to active;
- to replace “of-constructions” with other linguistic means, for example, possessive case or to modify noun by the other noun;
- to use present tense preferably;

- to reduce the amount of words in clauses;
- to use acceptable number of prepositions, not to overload the content with this part of speech.

The text is better organized if the share of positive statements prevails over the negative ones. While interpreting, the reader loses time transforming in mind negative sentences into positive ones, for example, the phrase *may...if* is preferable to the phrase *may not...unless*. The complication of formulation can be a cause of misunderstanding.

The style of commercial agreements allows the repetition of one word for several times. This is not common for most writing genres but important for documents. Such technique helps to avoid misconception.

1.4 Interpretation of English Commercial Agreements

Proper understanding of the text is the most significant issue of the deal. It is considered that the agreement is correctly formulated if the drafter used appropriate terms and linguistic means. Therefore, the interpretation of the content does not cause difficulties. However, the problems may occur if the parties make mistakes in rendering their intentions, forget to explain any terms or are not clear in formulation of the demands (Hughes 1996). Some aspects of the agreement can be left without careful consideration.

Interpretation problems can appear if not enough attention is paid in the process of drafting. What is more important is that the selection of lexical items can be wrong. As a result, the ambiguity of statements occurs. The parties can face unjustified expectations and material damage. Therefore, it is better to avoid impreciseness, inaccuracy and inconsistency in the presentation of the content.

Vagueness of the interpretation is caused by using general language instead of legal terms. The reader cannot understand the accurate meaning hidden behind the word. Moreover, the ambiguity occurs not only on the lexical but also on the syntactic level. The first case is when the used term is polysemantic. The reader has doubts

what meaning is considered correct. The second case is connected with the sentence structure. Sentences can be organized in such a way that the reader loses the essence of the matter. Sometimes, it is possible to render the meaning from the context. However, the content is not always the way to eschew ambiguity. The parties should be introduced to the case and the commercial environment of the deal or the problem can be solved by using legal terms. Otherwise, the fail of correct rendering of the parties' expectations can result in the unfitness of the agreement to support the relationships between the participants.

There are cases of omitted or unresolved terms. If the term is missing, the parties will not have a written regulation of a certain matter. Sometimes, the representatives have broached the subject but not formulated it in a written manner. Therefore, they leave it to solve in the future. Actual uncertainty of the parties does not allow the drafter to organize thoughts into text and to complete the agreement.

A layout of the text includes gap fillers. These are special clauses used to explain the language of agreement. They function to add special information, which is necessary to complete the document. The definition and explanations of terms are contained in this section, so the parties leave the solution of the matter for uncertain period.

The interpretation of the relationships between the law and the parties demands thorough understanding of the content. The typical examples of terms include the duty to perform the agreement according to the established conditions (Mitchell 2018). The parties should act fairly by default. Some implied responsibilities of the parties are basic for the deal and regulated by the law despite the intent of the party. Strongly implied terms belong to the content of the agreement even in case of excluding them by the standard ones. The use of a particular language can be an example of implied duties.

In some cases, the parties cannot compromise in discussing a particular issue. The reader understands that particular points are left for future adjustment (Thorpe

and Bailey 1999: 262). There are several possible options to solve the matter. Firstly, the parties define certain standards for future determination. Secondly, one party can leave the right to decide for the other one. There should be a high degree of trust because there is a risk of not fulfilling the promise. Thirdly, the parties can simply skip the term. However, it undermines the impact of the document.

There are general rules of commercial agreements interpretation. They regulate understanding of controversial issues (Rajapakse and Rameezdeen 2007: 729–737). Basic list includes such principles:

- the commercial agreement terms are interpreted in the most legal and rational meaning;
- the document should be interpreted as a whole, regarding all intentions of the parties;
- specialized terms are given a particular meaning, not the general one, although the parties implied simple content;
- if the lexical items or sentence structures have several meanings which prevent from clear understanding of the text, ambiguity is applied against the party which made a draft;
- an ambiguous document should be interpreted regarding previous agreements that have taken place;
- in case of discrepancy between numbers and words, the preference is given to the last.

The interpretation of commercial agreements requires reflection on the context. It is important to reproduce the content correctly, despite possible deviations from the norm.

1.5 Translation of English Commercial Agreements

The translation of commercial agreements is a frequent demand of the international affairs. Moreover, it is a complicated issue that demands a lot of time, knowledge and skills. Specialists are aware of legal terms, linguistic peculiarities and

structure of commercial agreements. Extralinguistic knowledge is necessary for understanding both politico-legal and socio-cultural contexts behind a text.

The translation of contracts is one of the most complicated types of translation. The peculiar feature of it is the usage of legal terminology (Chen 2014). The correctness of terms influence understanding of the affair. In case of contracts, one must have extralinguistic knowledge of the judicial system of the represented country. To make a quality translation of the document, the translator should possess both skills in translating texts of that sphere and background proficiency in judicial matters. Moreover, the experience of translating different types of agreements is necessary, such as supply contracts, computer and IT contracts, trading documentation, distribution and agency agreements, franchise agreements, services and outsourcing agreements, joint venture agreements, licenses, assignments, development agreements and service agreements, public procurement, etc.

From the linguistic perspective, commercial agreements possess a number of characteristics, which are aimed at rendering accurate data and precise information. Large amount of information is provided by a limited amount of signs (not more and not less of them). A commercial agreement is not a chaotic text, that is why it has a strict structure that functions to provide exact idea of the affair. For this purpose, the document is divided into several integral parts. Definite syntactical models are used. From the stylistic perspective, a commercial agreement lacks emotional colouring. The fixed system of judicial terminology is used. Its aim is avoidance of ambiguity.

The problem of adequate translation of contracts, first of all, concerns the lexicological aspect of documents. The choice of lexicon is based on a set range of terms which carry precise meaning and are devoid of emotional colouring, for example, *hereby* or *thereby*, *herewith* or *therewith*, *hereto* or *thereto*, etc. The most frequent word that can be found practically in every contract is *whereas* (Munday 2016). It means that the parties regarded possible deviations and arrived to the one

point. In a contract *whereas* is an introductory statement that means *considering that or that being the case*.

Translation of commercial agreements concerns translation of prepositional phrases. The fundamental phrases for legal writing are *under*, *pursuant to* and *according to*, for example, under this regulation, pursuant to the terms of the sales contract, according to the issues mentioned above, etc.

Foreign words are frequently used in documents. The share of Latin origin words is the highest, for example, *pro se*, *ex parte*, *de novo*, etc. Words and phrases of French origin are also used. The most typical one is *force majeure* (Aubrey 1991: 165–174). There is a special section in the document for the unpredictable situations which are titled by this French term. For instance, it must be noted that during the time period in question, the existing supplier for the system contract suffered from force majeure circumstances related to severe natural conditions and, therefore, was unable to fulfil its contractual obligations.

So, while translating a contract one must remember about specific features of lexical items, which include judicial terms, foreign words and word combinations (Nida and Taber 2003). They define formal style of the documents that differs from informal English language.

Generally, simple and formal grammar is used in the contracts. There are some common traits of contracts, among them limited amount of tense forms, predominance of modal verbs and non-finite forms of the verbs and strict structure of sentences. All these features make the contract clear to understand.

The groups of Simple and Perfect tenses are the most popular among tenses. They occur in both Active and Passive categories of aspect, e.g., if any necessary project approval is revoked; After the Closing Acme will remain bound by article 6 of the Shareholders Agreement. On the contrary, past tenses almost are not used (Hiltunen 1990: 120). Continuous and Perfect Continuous Tenses were prohibited to use. This is explained by the style of contracts writing.

Another striking feature of contracts is a great number of modal words. This is due to the fact that modal verbs perform several functions, such as to express either an obligation or a prediction, permission or possibility and logical necessity (Shalkowski 2004: 55–82). It is necessary to pay attention to specific features of modal verbs while translating documents to make the text clear, distinct and exact. Although the modal verb *shall* is almost not used in everyday conversations, in the contracts it functions to convey future intention (in case of being in the first person form) (Adams 2017). Moreover, in the second or the third person form it is used to express obligation, e.g., Acme shall purchase the Shares.

Infinitives, gerundial and participles are of great importance for contract translating. They are a peculiar feature of the English language (Browker 1998: 631–651). If to compare the original and the translated texts, while translating into English the last one will be shorter due to presence of verbals. They help to reduce the amount of words in complex constructions. For example, the force majeure circumstances are considered in the last paragraph. In this case, the infinitive is used in the predicative construction.

Translators very often have to decide what to do with pronouns. There are gender markers in the Ukrainian language but not in English. In commercial agreements, some cases involve replacement of *he* or *she* with *they*. The latter loses the quality of plurality and denotes singular objects, for example, the seller will provide their car to transport goods for the buyer. To avoid this, the translator can transform the sentence into plural: the sellers will provide their cars to transport goods for the buyer. Another technique suggests omitting the pronoun: the seller will provide a car to transport goods for the buyer. However, sometimes none of the options work, because sentence acquires another connotation. The translator should decide whether to use *they* instead of *he* or *she* option. Therefore, it is necessary to know the gender of the parties.

Another issue concerns defining relative clauses and pronouns *that* and *which*. The meaning of the sentence changes if to remove the clause:

- 1) The office of the company that is situated in Glasgow provides services to the customer. The pronoun *that* introduces defining clause and clarifies which office is meant among others.
- 2) The office of the company, which is situated in Glasgow, provides services to the customer. The pronoun *which* introduces non-defining clause and additional information about location of the office.

In British English, *which* or *that* is used for defining clauses while in American English *that* is preferable. For non-defining clause, both variants of English use *which*. Therefore, the translator should choose the style to follow.

The predominant usage of long and declarative sentences is typical for English contracts. They function to arrange complex ideas with preciseness. At the same time, they avoid misunderstanding. The contract is compiled to state information, fix certain data, that is why questions are not typical for this type of writing. The same can be stated about exclamations. Commercial agreements are devoid of this type of sentences because they contain objective depiction of facts without subjective opinion of the author.

One more peculiar feature of contracts is writing sums in both figures and words. According to the rules, first numbers come and then words in brackets. This is done to prevent discrepancy between factual amount and the fixed in the document. Some frequent mistakes of the translators are connected with names, addresses, prices, titles, etc. Transliteration of these words into English sometimes contains inaccuracies. Nowadays there are many sites with the automatic transliteration according to the latest rules. Translators are to work with them to check the correctness of words.

One of the difficult tasks for the translator is to define stylistic type of the vocabulary and then to find the correct equivalent for each unit. This matter is

connected with the stylistically-coloured words (Pym 2014). Professional terminology must be accurately translated. The translator must have enough experience in the sphere of legal documentation, especially of the commercial type. Bookish words are appropriate for the formal type of writing (Danet 1980: 294–300). Appropriate equivalents serve to avoid ambiguity, to convey exact information and to render accurate meaning.

However, non-equivalent elements and terms create difficulties for translators to find. A non-equivalent term has no substitution to perform the same function in the other legal system. Therefore, it is necessary to formulate the context transparently in English and to make sure that the used term will be understood correctly.

Current translation techniques suggest avoiding of doublets, such as due and payable, part and parcel, legal and valid, etc. They are redundant and confusing in the text. One can interpret the doublet by adding extra meaning of each element (Zequan 2003: 67–80). Doublets are not obligated in the context of legal documents. Therefore, the translation is more accurate without confusing items due to such reasons:

1. Avoiding of doublets stimulates searching for source terms.
2. Not duplicating extra information of the original text.

The second point can be performed by using one lexical item that includes meanings of others and decreases the amount of words. Although the original language required using of long scrupulous combinations, they can mean nothing in English. Consequently, such units can be omitted because saving them in the context can be confusing.

Word-number doublets is a characteristic of legal documents and they are common for commercial agreements. Contemporary rules of drafting suggest not to use them, for example, instead of *the party A is obliged to pay €5372 (five thousand three hundred and seventy-two euros) to the party B* should be written *the party A is obliged to pay €5372 to the party B*.

Although the first variant may seem as more appropriate for the official documents, there is a risk of a typing error in a word form or in a number form. The drafter can change the amount by mistake. Moreover, duplicating of the same information adds redundancy to the document that is preferably to avoid.

The translator enhances the possibility of an error because of the human factor. Mechanical typing of confused symbols can make a discrepancy in meaning. Therefore, it is suggested to save the number and delete the word. These are new tendencies in translation of agreements that are aimed at making the text comfortable for reading and understanding (Butt 2001). Omitting of words in doublets can be explained by the fact that before the translator receives the document, an error may already be done in the text. In this case, it is impossible to define the correct variant (a word or a number) that only the party knows. The solution is to leave the source text without changes and add a note that gives information about the error.

The translators use special literature to make a good translation, such as multilingual dictionaries, thesaurus, legal publications and sites, etc. To perform a translation, it is not enough only to have book sources, the translator should have background knowledge and exchange experience with other professionals. Moreover, before starting his work he should be aware of all the circumstances including extralinguistic ones. Better understanding of the situation helps to perform worthy transition and to save time.

The translator faces a lot of problems, especially if there are no equivalents in the target language which denote commercial and judicial components of these systems. Absence of law terms can be explained by the difference between the Ukrainian and the English judicial system. Some law terms of one country are not typical for the legal system of another country. In this case, the professional must find the best solution to the problem. He should render the exact meaning of the concept with the help of the closest word or word combinations. The translator must

remember that certain lexical items of his language may correspond to completely different concepts in the translated one.

Reverse translation helps to find inaccuracies in text. Thus, there are cases when the text of the agreement includes formulations of the legislation, which are later translated into a foreign language. Subsequently, such a foreign agreement is given for translation into Ukrainian. As a result, the lawyer receiving the translation may face new, unfamiliar formulations. There are translation claims that could have been avoided if the lawyer had provided the appropriate instructions.

When translating the text of a commercial agreement that is being prepared for signing, translators may notice inconsistencies in its wording, which should be reported to the lawyer, so the success of text design of bilingual texts of commercial agreements depends on close cooperation of lawyers and translators.

The issue of adequate translating of commercial agreements is connected with linguistic and extralinguistic matters. The first component includes vocabulary items which are represented with the stylistically-coloured vocabulary. Professional terminology of this sphere includes legal terms. The translator should possess enough knowledge of this kind of lexicon. Besides, he should have provable experience of translating legal documentation that demands considerable background awareness in the field of economic, judicial and legal systems. This belongs to extralinguistic factor. The knowledge of the differences between the legal system of both countries helps to find a way out of difficult situations and translate non-existent phenomena as accurately as possible.

1.5.1 Lexical Features of English Commercial Agreements

The language is constantly developing, but the legal language is restricted in its changing. Archaic words are rare in spoken English but frequent in contracts (Chauhaan 2013: 332–336). They are a peculiar feature of formal writing. The list includes such items as *hereby* (as a result of this document), *hereof* (of this), *hereto* (to this document), *hereunder* (under the terms of this document), *hereinafter* or

hereafter (further on in this document), *thereby* (by that means), *there from* (from that), *there under* (under that), *thereof* (of that), *therefore*, *whereby* (by which) and *whereof* (of what or which). Archaic words provide a high degree of formality (Hu 2017: 798–803).

Lexical repetition is frequent for commercial agreements. It is used not for emphasis but for preciseness of the text. It helps to avoid ambiguity of the meaning because the bulk of the English language is polysemantic. Repetition of the same words or groups of words is common between parts of the sentences, separate sentences and paragraphs. For example, the noun phrase the Seller is repeated several times instead of using the pronoun he or him. So, the reader will not confuse the object meant by the author of the document.

Many foreign words are used in commercial agreements. The majority of them are of the French and Latin origin. The French share prevails over the Latin one. For example, assurance, location, convention are the French words; ab initio, de facto, de jure are items of the Latin source. They are regarded as a peculiar feature of commercial agreements.

Technical terms are one more category of vocabulary used in contracts. The share of using them in contracts is very high, especially in international contracts (Martilla 2012: 27–38). Technical terms are grouped into three main categories: legal terms, business terms and common words for special purpose. The examples of the terms of the first section are compensatory damages, provisional remedy, demurrer, etc. They are typical for leases, franchise agreements and service agreements. The second group includes such terms as indemnity, insolvency, receivership, and debenture. They belong to the business sphere and are accurately used in commercial agreements. The common words for special purpose include such items as field, access, direction, quality, relevancy, etc. They acquire special meaning in the context of licensing. Therefore, technical terms confirm the formality of commercial agreements.

Synonyms are common for contracts. Two synonymic items can be used together, usually nouns. This is done to increase the level of preciseness and reduce the ambiguity of the text. There are many synonymous pairs, for example, terms and conditions, import duty and tax. The parts of the pair are not absolute synonyms but they carry almost the same meaning. The items complement each other and exclude the possibility of losing one of the definition shades. Sometimes, a combination of synonyms is used for complete preciseness of the text. The drafter writes not two but three lexical items. In commercial agreements, the most frequent example is the expression *loss, injury or damage*. Each item carries its own meaning and together they create the most complete meaning of different types of harm.

Avoidance of pronouns is another peculiar characteristic of contracts. This is done to make the context clear and unambiguous because pronouns very often can refer to several objects. That is why drafters repeat the same nouns or names. This makes sentences longer, loads with larger amount of words. However, avoiding of pronouns facilitates the recognition of the subject.

As commercial agreements are concerned with establishing rights and obligations of the parties, they regulate the relationships in official manner. This explains the choice of the formal lexicon, which together with complex sentences helps to require the text serious characteristics of a document. The use of loan words, archaic words and technical terms defies a high degree of commercial agreements formality.

1.5.1 Grammatical Features of English Commercial Agreements

Most grammatical features of official documents are common for commercial agreements. However, some of them are exceptional.

It is necessary to research grammatical features of commercial agreements. First, strict word order is inherent for this style. The sequence of parts of speech is like that:

Subject → Predicate → Indirect Object → Direct Object → Adverbial Modifiers (Adverbial Modifier of Manner → Adverbial Modifier of Place → Adverbial Modifier of Time)

Inversion is rare and occurs in emphatic constructions. They are not common for commercial agreements, which lack emotional colouring of the text.

Long sentences are typical of contracts. The example from the loan agreement proves this: “The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege (Loan Agreement).” There is a repetition of the phrase at the end of the sentence. The drafter uses it once again because each component is important without exception.

The use of modal verbs is another characteristic of commercial agreements. The most frequent verb is *shall*. It specifies rights and responsibilities of the parties. The following example shows this: “In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable (Severability Clause).” However, *shall* is ambiguous. It carries the meaning of expressing a future intention and an obligation. The reader should regard both possible options while interpreting the statement.

The modal verb *will* is less common in the context of documents. Generally, it is used to refer to the contractual policy, for example, in case of unpredictable circumstances.

The modal verb *must* is more appropriate to express absolute obligation. It replaces *shall* and *will* in the context. The negative construction *must not* is typical of prohibitions, for example, the party must not violate the law.

Must and *shall* are not to be used in the same clauses because it can be confusing for the reader whether the same meanings are rendered by these modals.

If to regard syntactic organization of the text, conditional sentences occupy a significant part. It can be explained by the fact that *if* introduces the conditions of certain circumstances announced in the document, for example: “If Borrower defaults on its payments and fails to cure said default within a reasonable amount of time, Lender will have the option to declare the entire remaining amount of Principal (Loan Agreement).” The results of actions are framed with the help of conditional sentences, such as possible consequences of rules violation or non-compliance. *Unless* is also frequently used instead of the conjunction *if* carrying the same meaning. Other ways to express condition include such means as:

- *only if* that adds more restriction;
- *even if* that emphasises happening of the action despite circumstances;
- *providing or provided (that)* shows a high degree of formality;
- *if necessary* or *if possible*.

Passive voice is the other feature of syntactic organization of the text. It is used to stress the importance of the action not of the doer, so the regarded matter is more significant than the people involved in it. The standard subject-verb-object order is disrupted. The stylistic function of passive voice is to make the sentence sound more formal and strict (Leech 2002: 256). These features are typical for business English. In commercial agreements, passive voice prevails in several types of clauses, such as arbitration or distribution clause, payment, delivery services, etc.

On the other hand, in passive voice there is a possible risk of misunderstanding which party should perform. To avoid this, the author of the document introduces the parties with the construction *by + the party*, for example, it was agreed that some parts for the unit should be provided by the buyer. It is clear from the formulation of the sentence which party is responsible for the performing action.

Passive voice in contracts has its advantages and disadvantages. The benefit is that it increases the degree of formality and objectivity. On the other hand, passive

voice makes sentences larger due to the usage of more lexical items and violation of typical word order.

1.5.2 Strategies for Translating Non-equivalent Terms in English Commercial Agreements

There are non-equivalent terms due to existence of discrepancy between legal systems. Translators face difficulties trying to find the solution to this problem. They use several techniques to complete the agreement.

1. Using target-language equivalents

Following this strategy, the translators search for the functional equivalent of the item, which perform the same role in the sentence as the initial term. In this case, the context is important because it provides a new meaning to the lexical unit. However, if both words have similar functions in commercial agreements, they can be used for substitution. For example, if the functions are alike, the difference in meaning does not affect the choice of the item. One must remember that functional equivalents can bind very closely different concepts (Catford 1965). For example, while reading the English term one can think about English phenomenon, which is completely different from the source one. This should be avoided because legal systems are different. Therefore, functional equivalents are not always the best solution.

2. Translating descriptively

Descriptive translation is less common for commercial agreements. Paraphrasing is accompanied by other strategies, such as keeping the meaning of the source term or coining of a new term. This method works by giving explanation to the term. It is effective if the aim of the translator's aim is to be accurate. Moreover, the meaning of the term becomes transparent for the reader, so he can understand it correctly. When a translator is faced with a choice of strategy, only a description or a combination of methods will be the best solution (Hermans 2014).

3. Translating literary

Commercial sphere includes objects that are special for each country. Literal translation helps to remain close to the form of the original item. The target term may not be clear in the English language, but the reader can search for approximate term of the source language. Literal translation works together with other strategies, for example, with using functional equivalents.

4. Creating of new terms

Neologisms are new terms introduced to the language. They resemble literal translation in fact and help to remain close to the original text. Translators should use other strategies to save the meaning of the source term. However, sometimes it is better to save the original item accompanied by description.

5. Using the source term

The name reveals the essence of the method itself. The translators use italics for the source term. This technique helps the reader to follow the original term.

6. Using translator's notes

This effective strategy provides comments in the agreement. Additional information regulates possible inaccuracies in the text. Description of the term ensures precise explanation of the lexical item. Comments are usually made as footnotes.

Translators are responsible for rendering non-equivalent terms. They must understand the concept and choose the best strategy. Functional equivalents are the first way to substitute the role of the item in the sentence, although with difference in meaning. However, terms that are more neutral help to prevent the coincidence in lexical units of the legal systems.

A combination of several techniques is useful to find substitution for non-equivalent terms. Functional equivalents together with description provide accurate formulation of the context. Paraphrasing or explanation works in the most difficult cases, even when applying for the source term does not give the results.

Conclusions to Chapter One

Commercial agreements are an integral part of business relationships. Accurate drafting and translation is a guarantee of a successful deal.

In the Chapter One, the main types of commercial agreements have been identified. The most common types of commercial agreements include sale and purchase agreements, distribution agreements, franchise agreements, services agreements, confidentiality agreements, bespoke commercial agreements, etc. The main peculiarities of the structure have been revealed, among which dependence of components on the type of agreement, logical order of clauses and clear formulation of the content.

From the linguistic perspective, commercial agreements are of great interest. Technical terms and archaic words are the outstanding features of documents. Archaic words often appear in the form of compound adverbs. Technical terms are grouped into three main categories: legal terms, business terms and common words for special purpose.

The share of French items prevails over other foreign words. Together with legal terms, they provide a high degree of formality. Lexical repetition is done in order to be precise and accurate in formulation of the text. The same unit is used for the same purpose throughout the document. On the other hand, pronouns are substituted with the names of the parties or necessary nouns in order to facilitate the recognition of the subject.

From the grammatical perspective, commercial agreements are characterized by strict abidance to the official documents style. Regular word order is a guarantee of correct understanding of the text, because long sentences complicate comprehension of the content.

Modal verbs are used to control the relationships between the parties. The most frequent word is *shall* that expresses obligations of the involved members. *Must*, *will* and *may* render the meaning of intended future actions, prediction, permission or possibility. The other important mean to render interrelation of the

parties is conditional clauses that regulate possible circumstances. They occur in both separate sections and throughout the text. Present tense is preferable in conditional sentences, although perfect tense is used for the settled actions.

Passive voice is peculiar for the syntactic organization of the commercial agreements. It dominates in several types of clauses, such as distribution, payment and delivery services. The sentences are wordy due to the use of passive voice and violation of regular word order. On the other hand, this grammatical construction increases the degree of formality.

Commercial agreements have been considered from the translational aspect. Translation of this type of official documents is one of the most complicated, as it requires profound knowledge of legal terms and systems. Difficulties may arise because of non-equivalent terms. Several strategies help to solve the problem, among which functional equivalence, translating descriptively, translating literally, creating of new terms, using the source term or making the translator's notes. Professionals adopt a combination of several techniques to complete the translation.

Infinitives, gerundial and particles determine the style of the English documents. The text becomes shorter in comparison to the source one due to the presence of non-finite forms of the verb. Long declarative sentences are the basis of commercial agreements. Defining and non-defining relative clauses provide important details or give additional information about the matter.

Both creation and translation of agreements are aimed at precise and accurate rendering of the content. Contemporary writing principles include logical division of the text into separate clauses, application of legal and technical terms, abidance to the rules of formal English. Avoiding of doublets is suggested by the current techniques. Word-number and synonymous nature items are considered as redundant in the context of commercial agreements. Only one element out of several should be saved. Therefore, contemporary documents contain numbers without word duplication in brackets.

Contemporary commercial agreements are compiled according to the linguistic principles aimed at making verbs perform more functions in the text, preferable use of active voice and present tense, reducing the number of words by transforming long sentences with the help of verbals, using sufficient amount of prepositions not to overload the context.

Interpretation of the commercial agreements occurs within basic notions:

- 1) the most legal and rational meaning is taken into consideration;
- 2) all intentions of the parties are regarded, especially through the prism of modal verbs;
- 3) preference is given to the legal terms, even if there are items of general vocabulary;
- 4) ambiguity is applied against the party which made a draft if there are vague terms;

Understanding of the content depends on the linguistic correctness of the document. Appropriate terms and linguistic means are necessary for correct interpretation of commercial agreements. Difficulties in comprehension may be caused by using general language instead of legal one, reference of the pronouns to several objects, violation of the strict word order or syntactic ambiguity. The translator's aim is to render the content correctly, despite the impreciseness in the source text.

CHAPTER TWO. Experimental Study of English Commercial Agreements: Linguistic and Translation Issues

2.1 Modal Verbs and Their Translation in the English Supply Agreements

Experimental study is concerned with research of the linguistic peculiarities of English commercial agreements. As this type of official documents is characterized by high degree of formal language, the study of the relative frequency of elements is important for the research. Therefore, the method of corpus stylistics was chosen as the most appropriate one. It helps to make conclusions about linguistic peculiarities of commercial agreements based on the quantitative indicator.

Modal verbs, legal archaisms and sentence length were selected among lexical and grammatical features that characterize official documents. The theoretical aspect of these phenomena have been described in the Chapter One. These peculiarities have

been chosen on the basis of the frequency appearance in the content. Online site was used to collect data for the analysis. Character Count Tool (<https://charactercounttool.com/>) provides word count statistics for a given text. This tool reports the number of items including words and sentences. Modal verbs, legal archaisms and sentence length were selected from all characteristics of the text, such as numeric characters, monosyllabic words, polysyllabic words, number of sentences, number of paragraphs, unique words, etc.

Legal archaisms were selected with the help of Microsoft Word tools that helped only to identify lexical items. The calculation was done mechanically.

The examples of five supply agreements were chosen for the experiment. The access to the source texts is provided in the table below:

Table 2.1.1

Corpora source

Corpus	Title of the Agreement	Website
1	SUPPLY AGREEMENT FOR THE SUPPLY OF SOLAR WATER HEATERS	https://www.lawinsider.com/contracts/aCU0rhWfhpl
2	BULK WATER SUPPLY AGREEMENT	https://www.lawinsider.com/contracts/kgHIMYJ3zUT
3	COAL SUPPLY AGREEMENT	https://www.lawinsider.com/contracts/1yZYFInN745
4	GOODS SUPPLY AGREEMENT	https://www.lawinsider.com/contracts/iUx3z51YFMP
5	HARDWARE SUPPLY AGREEMENT	https://www.lawinsider.com/contracts/ghUq0wHxy9p

The obtained data were analyzed from the pragmatic perspective, in particular the degree of formality, in order to reveal functional peculiarities of the selected items.

The first criterion to examine is modality. The most frequent modal verbs were selected, among which shall, will, may, should and must. The following examples demonstrate the use of modal verbs. It is impossible to provide all sentences without exception due to space limitations that is why the most significant ones were chosen.

Supply Agreement for the Supply of Solar Water Heaters

(1) *It will notify the Supplier of any defects or damage in the Goods, which must be promptly remedied by the Supplier as its own cost to ensure compliance with clause 2.1.1.*

(2) *Returns must be received within ten (10) days.*

The modal verb *must* has the highest ratio in the corpus 1. The next statement provides the correlation between the original and translated texts:

“Participant must adjust all calculations according to the official UAH to EUR or USD exchange rate set by the National Bank of Ukraine (corpus 1).”

In the Ukrainian text *must* is translated by *повинен* : *“учасник повинен скоригувати всі розрахунки відповідно до офіційного курсу гривні до євро або доларів США, встановленого Національним банком України.”* Since *must* is rarely used in the commercial agreements, in almost all cases it is translated as *повинен* carrying the meaning of strong obligation.

Bulk Water Supply Agreement

(1) *...then the billing adjustment shall be made back to the date of written notification;*

(2) *The requesting retail water company shall indicate on the notification of works form the proposed duration of the new setpoint;*

(3) *In addition, the requesting retail water company shall state the basis on which the requested change to set point is made;*

(4) *...it shall be reported separately in the monthly Customer Report;*

In terms of translation, *shall* can be translated with the help of the present tense in the Ukrainian text. The following example illustrates this:

“The Price of the Contract shall include all costs, taxes and duties incurred by the Contractor under the Contract” while in the Ukrainian text it takes the third form of the verb in the present tense: *“Ціна Договору включає в себе всі витрати, податки і збори, які Виконавець може понести або змушений оплатити при наданні послуг за Договором.”*

Coal Supply Agreement

(1) *...determine what actions, works or measures have been or should be undertaken;*

(2) *In the event that the day for payment of any amount due in terms of this Supply Agreement should fall on a day which is not a Business Day...;*

(3) *The Supplier should reasonably have become aware of the event or circumstance giving rise to the entitlement...*

Although *should* is not so common in the supply agreements, there are examples in corpus 3. *Should* is used twice in one of the sentences: *“Should any Party violate the confidentiality provisions hereof and such violation should lead to losses incurred by the other Party, then such Party shall reimburse the other Party for the incurred losses.”* In the first case, *should* is translated with the meaning of condition in the present tense referring to the Party *“Якщо будь-яка Сторона порушує положення про конфіденційність цього Договору...”* and in the second one is rendered with the verb in the present tense *“...та таке порушення спричиняє понесення збитків іншою Стороною.”*

Goods Supply Agreement

(1) *All amounts payable under this Agreement are exclusive of Value Added Tax (VAT) which will be paid at the date and in the manner for the time being prescribed by law;*

(2) *...the parties will designate by mutual agreement a third party that will make the technical determination of the existence of a Defect;*

(3) *Neither Party will offer or give any gratuity to induce any person or entity to enter into, execute or perform the Agreement or any other agreement between the Parties.*

The modal verb *will* is one of the most frequently used modal verbs in commercial agreements. As a rule, it is used and translated as the part of future tense form. The following example illustrates this: “*It is understood and agreed between the Parties that the Purchaser is not assuming and will not be liable for any of the liabilities, debts or obligations of the Seller*”, where *will* corresponds to such translation in the Ukrainian sentence: “*Сторони приймають і погоджуються, що Покупець не несе відповідальності за зобов'язання або заборгованості Продавця.*” In the translated text *will* refers to the present tense.

Hardware Supply Agreement

(1) *...it may receive from the other party certain confidential or proprietary technical and business information and materials (“Confidential Information”);*

(2) *“Professional Services” are the Services provided under Exhibit B to this Agreement Customer may elect to purchase;*

(3) *The parties may agree to renew or extend any then current Service term by purchasing additional terms of Service.*

The modal verb *may* in most cases is translated as *може* into Ukrainian. “*The Price of the Contract may be reduced by the mutual consent of the Parties*” corresponds to the Ukrainian sentence “*Ціна Договору може бути зменшена за взаємною згодою Сторін.*” *May* in the translation retains the meaning of probability.

Table 2.1.2 shows the frequency of items and the percentage correlation throughout corpora.

Table 2.1.2

The frequency of modal verbs used in supply agreements

Modal verb	Corpus 1	Corpus 2	Corpus 3	Corpus 4	Corpus 5
Shall	62 (1.3 %)	95 (1.8%)	63 (1.8%)	76 (1.4%)	8 (0.1%)
Will	51 (1.2%)	43 (0.6%)	12 (0.4%)	39 (0.7%)	55 (1.4%)
May	23 (0.8%)	28 (0.3%)	45 (1.2%)	43 (0.8%)	34 (0.6%)
Should	45 (1.1%)	12 (0.1%)	9 (0.1%)	–	13 (0.2%)
Must	9 (0.1%)	–	–	3 (0.0%)	5 (0.1%)

The analyzed data indicate that the modal verb *shall* is the commonest in the list. On the other hand, *must* is the rarest because it is absent in corpora 2 and 3. The other verb *should* does not occur in corpus 4. *Will* and *may* are in the middle position. However, the share of *will* is the lowest in corpus 3 in comparison to the others.

In all corpora the modal verb *shall* expresses obligation and replaces the meaning of *must*. In corpus 2 both parties used it to promise the fulfilment of agreement.

The second case concerns using *shall* in the meaning of *should*. There is a high probability that it influenced the absence of the modal *should* in corpus 4, where *shall* renders a suggestion. The phrase *no party shall...* indicates that nobody is allowed to act. Although, it may seem that the verb designates a future performance. The other examples include using pronouns *neither* and *nothing*, as in this case *neither party shall acquire any right or interest*. There is no sense of obligation in the latter two phrases.

In comparison to general English, the modal verb *shall* occupies significant role in legal English. In the first case, it functions to render the meaning of future intentions or polite requests. In the second one, the verb expresses obligation or

command, which is necessary for legal documents. That is why the score of this item is the highest in four corpora.

Versatility is the main peculiarity of the modal *shall*. This was proved by the analyzed documents. Following examples from the corpus 1 show different functions of the verb *shall*:

1) Expression of future action

In this Agreement, unless inconsistent with the context, words and expressions shall have the meaning assigned to them in the Conditions of Contract hereinafter referred to;

2) Guarantee of rights

The Purchaser shall have the right at any time, at its absolute discretion, without giving reasons and without notice of breach, to terminate this Supply Agreement by giving the Supplier 20 (twenty) Business Days prior written notice to that effect;

3) Explanation of conditions

The training procedures shall include classroom training, assisted self-study, on-the-job training and training regarding the Goods;

4) Obligation

Following Delivery the Supplier shall, where required by the Purchaser's Representative, supervise the Transporters in the packing and loading of Transporter's vehicles at the Delivery Place.

The only meaning of the modal *shall* cannot be defined due to performing several functions in the analyzed supply agreements. One should consider the name of clause where it is used and the context of statement.

On the other hand, the negative form of *shall not* occurs twice less than the affirmative form, for example, as in corpus 1. The main function of it is to restrict the parties from performing certain actions. For instance, in the Assignment and Sub-

Contracting section *shall not* prohibits the supplier from possible deviations from the agreement:

The Supplier shall not cede any rights nor delegate any obligations under this Supply Agreement, nor shall it sub-contract the whole or any substantial part of its obligations under this Supply Agreement, without the prior written consent of the Purchaser (corpus 1).

Sometimes, *shall* can be interpreted as *will* or *may*. That is why their amount is higher in corpus 5 and the share of *shall* is only 0.1%.

Modal verb *will* is used to refer to future in general English. However, in the context of agreements it acquires the meaning of prediction. Corpora 1 and 5 show the highest rate of this verb. Following examples demonstrate prediction:

(1) *“Initial Storage Period” means the anticipated period during which storage and preservation will be required as defined in clause 2.2.5 (corpus 1);*

(2) *Where the warranty applies but the tank and solar collector is installed or located in a position that does not comply with the installation instructions or any relevant statutory requirements due to installation by an unaccredited Installer, the [Purchaser / End-user] will be responsible for the costs (corpus 5).*

Moreover, *will* designates obligation in all corpora. The following examples illustrate this: the parties will fully implement their obligations; the parties will work together to achieve the objective.

Will with the most general meaning of future actions also occurs in supply agreements. Following statements prove this:

(1) *Such retention money will be withheld as security to ensure that the Supplier remedies any defects in the Goods, and provides the warranties contemplated in Schedule 5 (corpus 1);*

(2) *The procedure under this clause 3.1 will be repeated until a Manufacture Complete Certificate is issued subject to clause 3.1.3 (corpus 1).*

The negative form *will not* is rare for the analyzed documents. Only few examples can be found in the texts, such as this one showing lack of responsibilities of the party:

To the extent permitted by law, the Supplier will not be liable for any loss or damage to furniture, carpets, walls, foundations or any other consequential loss of any kind caused by a defect in the Baseline System (corpus 1).

The next modal verb *must* expresses logical necessity in corpus 1 and strong obligation in corpora 1, 4 and 5. The example of the first case is the statement: after a delay of more than five months, the parties must make the most of this opportunity. Modal verb renders the meaning of need to act if the retention happens. The second example is from the corpus 4: the parties must work hard to produce results. *Must* indicates that each party is obliged to work in favour of the aim.

Examples of logical necessity are less frequent than of strong obligation. Corpus 1 contains statements with the verb *must* performing this function. The following example shows rare cases of its meaning:

Claims under this warranty must include presentation of original proof of purchase and subject to compliance with the service plan set out below (corpus 1)

The second statement demonstrates the modal verb *must* in its common meaning of obligation:

All claims must be made within [3 months] of the detection of the defect (corpus 1)

Moreover, strong obligation is conditioned by time constraints.

The negative form of *must not* cannot be found in any corpora. In the analyzed documents, it is replaced with *shall not* or *may not* that carry that soften the meaning of duty.

May is characterized by lower degree of formality than *must*. It expresses the meaning of possibility and permission in all corpora. *May* conveys the notion of permission to a party in the highest percentage of the analyzed agreements (corpora 3

and 4). The examples are taken from the statements: the parties may enter into agreement regarding respective rights; the parties may decide on a different approach. It means that the members are allowed to act at their discretion without violating the terms of the document. The examples of expressing possibility were found in all agreements and the following ones are from corpus 2: the parties may discuss other matters as decided under the item 2; neither of the parties may terminate this Agreement by giving three months' notice to the other party. In the latter statements *may* refer to probable situation that can happen in the future.

Following examples show the epistemic possibility:

(1) *The Time for Delivery for the relevant Goods or Batch (as the case may be) is not less than 90 (ninety) days from the Purchase Order Date (corpus 1);*

(2) *When a notice is issued to a Party by the other Party or the Purchaser's Representative, a copy shall be sent to the Purchaser's Representative or the other Party as the case may be (corpus 1).*

May occupies an important position in supply agreements. Its share is almost the same as of the verb *will*, so it takes the second or the third position in rating, depending on the corpus. Apart from general meanings of permission and possibility, *may* refers to unpredictable situations in the future, as in the following statement:

If the Supplier commits a breach of this Supply Agreement, the Purchaser may give written notice to the Supplier requiring it to make good such failure and remedy the same (corpus 1)

This function of *may* is significant for legal documents, especially for supply agreements, where it is necessary to predict the conditions of the deal as much as possible.

Other modal verbs occur in the texts of supply agreements, such as *can*, *would*, *could*, *might*, *ought to* and *need*. Their share is relatively low in comparison to the analyzed modals.

Although *can* was not presented in the chart, it is important to analyze its functions. In general, the verb expresses permission, ability or possibility. In the supply agreements, the most frequent share is of the latter:

If satisfied that the Goods are properly manufactured and can be readily stored or Delivered, the Designated Person shall issue a Manufacture Complete Certificate certifying the date on which Goods have been manufactured and are ready for storage or Delivery (corpus 1).

The meaning of permission is less frequent than of possibility:

The Purchaser and Supplier have entered into a Supply Agreement, in terms of which the Purchaser can order Goods from time to time and as required from the Supplier through a Purchase Order (corpus 1).

The expression of ability by the modal *can* is rare for supply agreements:

The Purchaser can on written notice to the Supplier, revoke the appointment of the Purchaser's Representative and appoint a new Purchaser's Representative (corpus 1).

The peculiarity of this verb is that it is used in the negative form *cannot* almost the same number of times as in the positive one. In comparison to the other modals, *cannot* possesses the highest proportion. The following examples illustrate the use of the negative form in the context: the parties cannot anticipate every contingency; or the parties cannot modify terms by agreement.

In the chosen agreements, the meaning of possibility is the most frequent. There is the example in corpus 3: the supplier can submit that determination for review. In corpus 1, *can* is used to express ability: the supplier can set the device in motion on separate order. The meaning of permission can be interpreted in corpus 5: the supplier can use the address for their own purposes. Although the rate of the modal *can* is relatively low, it expresses three meanings in the supply agreements. The descending order of the denotation is possibility → permission → ability.

Modals *would*, *could* and *might* occur once throughout the document or are completely absent as in corpora 1 and 4. This is explained by preferable using of present tense in commercial agreements. In corpus 2, *might* expresses probability of the situation: the purchaser might indicate specific purchaser specified options to be certified. The ability is rendered by modal *could* in corpus 3: the agreement might determine the type of energy, the one the supplier could provide. The only case of using *would* is in corpus 5: once the sale was completed, the purchaser have to take the necessary steps to make its ownership rights effective.

The verb *need* is rare for the supply agreements. The only example shows the modality of *need* in negative form: the supplier need not to absolve the purchaser of any liability for any amounts. It expresses the absence of necessity to perform the action.

2.2 Archaic Words and Their Translation in the English Commercial Agreements

As commercial agreements belong to the official style, they possess features of formal language, such as long complex sentences, avoidance of contractions and appropriate choice of vocabulary. The latter includes legal, economic and technical items. Archaisms is the most outstanding feature of documents. Therefore, they are to be analyzed in this research.

Most of the archaic words are of Latin origin. Every item possesses special meaning in the analyzed supply agreements. Predominantly, archaisms function as adverbs signifying the location of information in the text or the relationship of the parties:

- hereby (as a result of this agreement),
- hereof (of this),
- hereto (to this agreement),
- hereunder (under the terms of this agreement),

- hereinafter/hereafter (further on in this agreement),
- thereby (by that means),
- thereof (of that),
- there under (under that),
- whereby (by which) and whereof (of what or which), etc.

Legal archaisms were selected with the help of the same tools used for the modal verbs. The choice of the lexical items is determined by the frequency of occurrence in the official documents. The corpora are based on the supply agreements.

Five agreements were selected to conduct the experiment. As archaic words are repeated several times within the text, it is rational not to include all examples. The chosen excerpts illustrate the occurrence of italics items in context of supply agreements.

Supply Agreement for the Supply of Solar Water Heaters

(1) *Without derogating from the foregoing, no agreement or purported agreement reached at any Project review or other meeting in connection with the Goods...;*

(2) *The Supplier hereby grants to the Purchaser an irrevocable royalty free non-exclusive licence to use the Supplier's documents...;*

(3) *In this Purchase Order, unless inconsistent with the context, words and expressions shall have the meaning assigned to them in the Supply Agreement hereinafter referred to;*

(4) *The terms and conditions of this Master Purchase Agreement together with the Conditions of Contract shall apply to all Goods ordered by the Purchaser from the Supplier after the date of signature hereof;*

(5) *The Supplier accepts, for the purposes of this Warranty that the Purchaser may initiate or submit claims hereunder, as agent for an End User;*

(6) *Upon receipt of a written notice pursuant to clause 21.1.1, the Supplier shall forthwith discontinue the supply of the Goods.*

Such archaisms as *hereby*, *hereof*, *hereinafter* dominate in the corpus 1. The words with the prefix *there-* occur relatively with the same ratio throughout the text as they indicate objects either in different locations or at different periods. The English sentence “*Company hereby sells to Buyer and Buyer hereby purchases from Company the equipment*” is translated into Ukrainian as “*Справжнім Договором компанія продає, а Покупець купує обладнання.*” Since the term *hereby* has the meaning “as the result of this agreement”, it was rendered with the noun group “Справжнім Договором” used only once. Therefore, the second archaism *hereby* was omitted, and this technique has shortened the length of the translated text.

Bulk Water Supply Agreement

(1) *An audit referred to in paragraph (a) must be undertaken: (ii) hereafter, before the expiration of each period of three years;*

(2) *This parameter is measured prior to the addition...;*

(3) *A party which undertakes work pursuant to paragraph (d) becomes the owner of the resulting asset;*

(4) *Revise the formulae whenever MW installs a new meter pursuant to sub-clause 17.3.*

Archaic words denoting the sequence of events are common for the corpus 2. In the next excerpt from the provision of services clause “*The Contractor shall approve with the Customer all materials prepared on behalf of the Customer prior to transferring them to third parties with the view to render the Services*” the archaism *prior to* is translated into Ukrainian as “перш ніж” keeping the same amount of words in the text “*...перш ніж такі матеріали можуть бути передані Виконавцем.*” Approval of materials is a necessary condition before rendering the services.

Coal Supply Agreement

- 1) *This Agreement may be terminated in the following events and in the manner specified hereunder...*;
- 2) *...a statutory regulatory authority that restricts performance of the obligations hereunder...*;
- 3) *At least seven working days prior to the commencement of the month concerned...*;
- 4) *Thereafter the Seller shall in no way be responsible or liable for the security or safeguard...*;
- 5) *The Purchaser shall not...assign to any third party this Agreement ... or any right, benefit, obligation or interest thereunder.*

The opposition between the archaisms with prefixes *here-* and *there-* is common for the corpus 3. The same tendency occurs within translated text. In the English statement “*The Contractor shall guarantee to take all necessary measures to address the deficiencies and resolve issues arising there from within six months after provision of Services hereunder*” the archaic word *hereunder* carries the meaning of “under this agreement”. In the Ukrainian, variant it is written “за цим Договором”. So, in the latter case the amount of words is three times more than in the English one.

Goods Supply Agreement

- 1) *With respect to the foregoing indemnity, the Parties shall follow the procedures set forth in Section 12(c);*
- 2) *...the Party may terminate this Agreement by giving written notice thereof;*
- 3) *Supplier shall not use or register, in whole or in part, trademark, including symbols, logos, icons, or an alteration thereof;*
- 4) *Except as expressly provided herein, the expiration or termination of this Agreement shall not affect or impair the rights, liabilities and obligations of either Party to the other Party as provided pursuant to this Agreement existing prior to such expiration or termination, nor shall such expiration or termination relieve either*

Party of any obligation or liability accrued under this Agreement prior to such expiration or termination.

The archaic words with the prefix *there-* prevail in the corpus 4. The following statement “*Duly completed amendments to the Contract become an integral part thereof*” exemplifies using of thereof in the meaning “of that”. In the corresponding Ukrainian variant, it is rendered by the phrase consisting of two words: “*Належним чином оформлені зміни та доповнення є невід’ємною частиною цього Договору.*” Although the archaism is translated with two words, it does not influence the general amount of words within the sentence.

Hardware Supply Agreement

- (1) *If neither of the foregoing alternatives is reasonably practicable;*
- (2) *...and Customer, in accordance with the change control procedures set forth therein;*
- (3) *...any security, use, technology or license enforcement contained therein;*
- (4) *...will be excused from any obligation to the extent performance thereof is affected by...;*
- (5) *... giving full and exclusive authority for, and information for and assistance with, the defense and settlement thereof;*
- (6) *...to any Deliverables including any updates, upgrades, improvements or derivative works thereof.*

There is the prevalence of the archaisms made with the prefix *there-* in the corpus 5. If the adverbs with the prefix *here-* refer to the whole agreement, the adverbs with the prefix *there-* belong to the object denoted in the particular statement. The excerpt from the English sentence “*Buyer may [...] proceed by appropriate court action to enforce performance by Company of the applicable obligations of this Agreement and to recover damages for the breach thereof...*” corresponds to the Ukrainian variant “*Покупець має право звернутися до суду з вимогою примусового виконання Компанією порушених зобов’язань або відшкодування*

збитків у зв'язку з порушенням таких зобов'язань...” The archaism *thereof* is represented by two words in the Ukrainian text referring to the objects stated in this sentence. Therefore, the number of words used to render the meaning carried by the archaisms is larger. On the other hand, the general length of the sentence is almost the same.

The data analysis of using archaic words is provided in the table below:

Table 2.2

Legal archaisms in supply agreements

Archaism	Corpus 1	Corpus 2	Corpus 3	Corpus 4	Corpus 5
foregoing	3	5	2	3	7
hereafter	-	1	1	2	-
hereby	11	22	13	9	7
herein	5	2	2	4	3
hereinafter	7	10	2	1	-
hereof	9	-	-	1	2
hereto	-	1	-	2	-
hereunder	1	3	-	1	2
prior to	7	12	5	3	4
pursuant to	6	9	-	2	-
thereafter	8	5	4	-	1
thereby	2	3	1	-	2
therein	2	4	1	-	5
thereof	9	3	-	2	9
thereon	-	-	-	3	1
thereunder	-	1	1	-	2
whereof	-	-	1	1	-

As one can see from the table 3, *hereby* has the highest share among other lexical items. It denotes the meaning of *as a result of this agreement* in the following statement from corpus 1: the Supplier hereby grants to the Purchaser an irrevocable royalty free non-exclusive license to use the Supplier's documents provided under clause 6.1.

The second frequent item is *prior to*. It is semantically valuable because it denotes not only ranking of the objects but also sequence of events, as in the following example: the Purchaser may, prior to issuing a Variation Order, require the Supplier to submit a proposal for the proposed change.

The archaism *herein* is present in all corpora. It clarifies the main point stated in a particular clause: subject to the provisions of this clause 23, the arbitration proceedings contemplated herein shall be held in accordance with the provisions of the Arbitration Act. *Herein* indicates that arbitration proceedings were considered in the agreement.

The other archaic words are absent at least once in the selected texts. *Foregoing* occupies a significant place in all agreements. The next phrase illustrates its function: without derogating from the foregoing. This parenthetical construction is repeated three times within one text and directs the reader to the previous clause that is closely connected to the next one. *Foregoing* replaces the adjective *aforementioned* but with the stylistic colouring.

The group of the adverbs generated from the prefix *here-* includes such items as *hereafter*, *hereinafter*, *hereof*, *hereto*, and *hereunder*. Their rate in the supply agreements is average because in several corpora there are no examples of these archaisms. *Hereafter* and *hereinafter* carry almost the same meaning (further in the agreement) but both items are alternatively used in the texts, for example, the supplier shall hereafter proceed to carry out the Variation Order; either Party (hereinafter 'the Referring Party') shall be entitled to refer a dispute to arbitration. However,

hereinafter makes more accurate names of the parties and therefore is written in brackets.

Hereof replaces the item *of that* in the following example: the appendices form an integral part hereof. It refers to the Supply Agreement itself or to a particular clause as in the second case: the liability of the Bank in terms hereof is as principal.

Hereto with the meaning *to this agreement* is the least common in the analyzed documents. The same tendency concerns the item *hereunder* carrying the notion of *under the terms of this agreement*. The next excerpt from the corpus 1 illustrates its function: the Purchaser may initiate or submit claims hereunder.

The second group includes the archaisms generated from the prefix *there-*. Its share is lower in comparison to the group *here-*. The list includes such adverbs, as *thereafter*, *thereby*, *therein*, *thereof*, *thereon*, and *thereunder*. The most frequent item is *thereafter*, despite its absence in the corpus 4. It carries two meanings in the agreement: after that and subsequently. The first case is observed in the statement: if the event or circumstance is of a continuing nature the Supplier shall thereafter submit monthly updates of the claim. *Thereafter* introduces the clause that states consequent actions. The second meaning is used in the force majeure clause: the affected party shall thereafter be excused the performance or punctual performance. It denotes that afterwards the mentioned actions against the party will take place.

Thereof (of that) is present in all corpora at least once, except for the third. The example is from the non-variation clause: no variation, amendment, or consensual cancellation of this agreement or any provisions or term shall be binding. *Thereof* includes the clause where it was used.

Thereby can be substituted with the adverb *thus* or *in this connection*. The following statement exemplifies its function: enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The adverb denotes the meaning *as a result or consequence of this*.

Therein carries the notion of *there* but with more preciseness: the date stated in the Purchase Order Schedule or, if no date is stated therein, the Purchase Order Date. The adverb substitutes the Purchase Order Schedule avoiding repetition of the same name.

The archaisms *thereon* and *thereunder* possess the lowest rate in the group. *Thereon* denotes something following from the just mentioned statement while *thereunder* signifies something in accordance with the recollected affirmation.

The adverb *whereof* is a formal expression of the phrase *of what* or *which*. Its share is the lowest among all aforementioned archaisms. The following excerpt shows the function of the adverb: the training with an indication whereof further training is required. It replaces the phrase *of what*.

The total amount of the archaic words is 206 in all corpora. The most frequent items are *hereby*, *foregoing* and *prior to*. There is a tendency of the archaism appearance within a corpus. If one group, for example, with the prefix *here-* prevails in the text, the other one has lower rate. Such proportion is observed in corpora 1 and 2. On the other hand, the group with the prefix *there-* dominates in corpora 3, 4 and 5.

2.3 Sentence Length in English Commercial Agreements and Their Ukrainian Equivalent: A Comparative Study

The syntactic features of commercial agreements create difficulties in understanding the content. Sentence lengths is one of the significant characteristics, which indicates complexity of sentence structure.

Character Count Tool was used to calculate the average amount of words in every corpus. The data are presented in the table below:

Table 2.3

The average amount of words in selected agreements

Corpus 1	Corpus 2	Corpus 3	Corpus 4	Corpus 5
----------	----------	----------	----------	----------

12.2	22.3	23.6	17.2	15.1
------	------	------	------	------

While analyzing the selected texts, two main criteria of document recommendations were considered:

- 1) the average amount of words within a sentence should be fewer than 22;
- 2) the amount of lexical items should not be more than 50 words in one sentence.

Corpora 2 and 3 do not correspond to the first criterion. They have 22.3 and 23.6 respectively. From the linguistic perspective, these data denote the load of sentences with a large number of lexical items and grammatical constructions. Therefore, these agreements are more difficult to comprehend. On the other hand, corpora 1, 4 and 5 have indicators that are lower than the required. Such texts are easier to understand and less time-consuming for the reader.

Corpus 1 has the smallest average sentence length. However, this corpus is rather an exception because other samples show higher rates. It facilitates the process of reading.

No corpora conform to the second criterion because at least one sentence in the agreement has more than 50 lexical items. The amount of words is 66 in the following excerpt:

“For the purpose hereof “control” means the beneficial ownership of the majority in number of the issued equity of any entity (or the whole or majority of the entity’s assets), and/or the right or ability to directly or otherwise control the entity or the votes attaching to the majority of the entity’s issued share capital and, “controlled” or “under common control” shall have a similar meaning.” (Supply Agreement for the Supply of Solar Water Heaters)

Lexical repetition of the word *control* is necessary to render accurate context of the statement. It is repeated as a separate unit and in the phrase, that makes the

sentence longer. Besides, the parenthetical phrase in brackets includes possible options specifying them. At the same time, it extends the sentence.

The next example from the corpus 1 contains 77 words:

“The term “recognized good practice”, whenever used in this Supply Agreement (unless the context indicates a different intention), means the skill, care and diligence of a Supplier seeking in good faith to perform its contractual obligations and in so doing and in the general conduct of its undertakings, observing and/or exercising the degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be exercised by a skilled and experienced Supplier.”
(Supply Agreement for the Supply of Solar Water Heaters)

The contextual synonyms *skill, care and diligence* are repeated to provide the most complete meaning of the phrase. The parenthetical construction in brackets outlines exceptional circumstances that do not influence the meaning of the regarded term. In addition, it makes the content precise. Repetition and parenthetical construction increase the amount of words within the sentence.

In the analyzed supply agreements, such syntactic features were identified:

- using of long complex sentences with different types of coordination and subordination. The share of compound and composite structures is about 60% of each text;
- using of passive voice and participial constructions;
- using of archaic words in function of conjunctions, such as hereby, herein, hereinafter, hereof, hereto, hereunder, thereby, therein, thereof, thereunder, whereof, etc.;
- using of modal verbs, such as shall, will, may, should, must and minor modals, such as would, could, might, and need;
- frequent use of parenthetical constructions to provide details to the matter or to explain important issues;

- combination of several clauses into one sentence, separated into subparagraphs with numbers.

From the translational perspective, sentences in the Ukrainian commercial agreements tend to be longer than sentences in the English language. This is connected with the fact that very often archaisms in English are translated with the help of phrases or group of words. Therefore, one English lexical item corresponds to two or more ones in the Ukrainian language. The table below shows the comparison of the original and the translated texts of the supply agreement:

Table 2.3.1

The comparative study of the sentence length

The Ukrainian sentence	The English sentence
<p>У випадку звернень Замовника до Виконавця з питань усунення виявлених в Послугах недоліків після того як такі Послуги були надані та прийняті за Актом здавання-приймання наданих послуг, Виконавець гарантує вчинення всіх необхідних дій з метою усунення недоліків та врегулювання питань, що виникли в результаті допущених недоліків, протягом шести місяців після закінчення надання Послуг <u>за цим Договором.</u></p>	<p>Should the Customer ask the Contractor to eliminate deficiencies revealed in Services after provision thereof and accepted under the Service Acceptance Certificate, the Contractor shall guarantee to take all necessary measures to address the deficiencies and resolve issues arising therefrom within six months after provision of Services <u>hereunder.</u></p>

The same tendency concerns the translation of modal verbs. The amount of words in the Ukrainian language to render the meaning of modals into the English one varies. One lexical item in English corresponds to two words in the English language.

The translator changes the part of speech to maintain accuracy of meaning. The phrase “*Should the Customer ask*” refers to the Ukrainian equivalent “*У випадку звернень Замовника*”. The modal verb is translated with the help of the phrase “*у випадку*” in order to keep the meaning of the message, at the same time it lengthens the Ukrainian text.

Therefore, sentences in commercial agreements tend to be long and complex, especially in the Ukrainian variant. On the one hand, they should provide all the necessary information with details. On the other hand, redundant data must be excluded.

Conclusions to Chapter Two

The experiment based on linguistic peculiarities of English commercial agreements was conducted in Chapter Two. Supply agreements were selected among other types of documents. Three main parameters were analyzed, such as modal verbs, archaic words and sentence length. The obtained data were presented in tables and discussed in details.

Firstly, modal verbs are a significant linguistic mean for commercial agreements because they are used to establish the relationships between the parties. They regulate rights and obligations of the participants. According to the obtained results, the share of the modal *shall* is the highest. It is explained by the multiple functions of this verb, including expression of future action, guarantee of rights, explanation of conditions, and obligation. The latter is important to impose responsibilities on each party. The same function performs the modal *must*, which is relatively common for the supply agreements. Besides, it expresses logical necessity.

Will and *may* occupy the second and the third positions in charts. The first one is used to express future action or strong obligation. It replaces *shall* in the latest documents. The second one carries the meaning of permission and possibility. Furthermore, it denotes unpredictable situations in context of supply agreements.

Minor modals include *would*, *could* and *might*. Their share is the lowest because commercial agreements are preferably written in present tense. They correspond to the verbs *will*, *can* and *may* in the same function.

Secondly, archaic words constitute a significant place in the selected documents. They function as adverbs in most cases. Two main groups of archaic words were defined: with *here-* prefix and with *there-* prefix. They are used to precise position of information in a particular clause, to refer the reader to exact point in the text or to replace long combinations of several words. The peculiar feature of the analyzed agreements was revealed: if the group with prefix *here-* dominates in the document, the other one has lower share and vice versa. From the stylistic perspective, archaisms increase the degree of formality that is characterized by high share in commercial agreements. Although new tendencies in writing suggest to avoid using of this type of vocabulary, it is impossible to substitute all archaisms with plain words.

Thirdly, sentence length of commercial agreements was analysed. This syntactic criterion reveals that all selected documents contain at least one sentence that consists of more than 50 words and complicates the process of reading. In addition, half of the selected agreements exceed the average sentence length. Syntactic features that influence such high indicators are using of long complex sentences, passive and participial constructions and combination of several clauses with subparagraphs division. Large documents are more time-consuming for comprehension.

GENERAL CONCLUSIONS

Commercial agreements are inevitable part of international business sphere. Their correct drafting is a guarantee of a successful deal. Commercial agreements' linguistic features, as well as specificity of their translation predetermine business success.

Chapter One determines the structure of English commercial agreements as following the same basic model. However, absence or presence of specific in this or that type of agreement predetermine their type. For example, supply contracts, trading agreements, services agreements, etc.

Translation of English commercial agreements is one of the most complicated issues. It requires not only profound knowledge of language but also extralinguistic one. Difficulties arise due to existence of non-equivalent terms. The paper revealed predominant strategies of translating the latter. Present-day suggestions include using target-language equivalents, translating descriptively or literary, using the source term or writing translator's notes. Combination of several techniques helps to render the meaning adequately.

Knowledge of judicial and financial systems is of the same importance as legal and technical terms. The latter carry precise meaning and are devoid of emotional colouring. In the English language, the same term is used for the same purpose throughout an agreement. The function of repetition is to avoid ambiguity. However, other languages demand the variety of vocabulary.

The share of French foreign words prevails over Latin one. It is due to historical changes in writing agreements. Archaisms also belong to the conspicuous features of commercial agreements. Therefore, they were experimentally studied. The most frequent items are foregoing, pursuant to, prior to and groups with *here-* and *there-* prefixes. They are an integral part of vocabulary because they replace combinations of several words increasing degree of formality. In five selected agreements, if one group with the prefix *here-* prevails throughout the agreement, the

other group has lower share. The function of archaic words in most cases is the same as of adverbs. They are used instead of adverbs of place or adjectives.

Modal verbs were analysed from the standpoint of frequency throughout the text of agreements. The largest proportion belongs to modal *shall* due to carrying several meanings, such as intention, future action or formal obligation. The most important one is that of obligation. In English commercial agreements, it establishes the responsibilities of the parties. Moreover, the verb *will* performs the same function, occupying the second place in the selected texts. It replaces *shall* according to new tendencies in written English. *Must* is one more verb that renders obligation. However, it is of stronger degree. In comparison to *shall*, *must* occurs less times throughout the analysed agreements. *May* expresses possibility and permission in the documents as well as in the spoken English. In addition, it denotes unpredictable situations that can happen, that is why *may* is important for commercial agreements. Correspondingly, this verb occupies the third position in the chart. Minor modals *might*, *could* and *would* are the representatives of *may*, *can* and *will* in the past form. They are rare for the commercial agreements because these documents are written preferably in the present tense.

Sentence length is a syntactic criterion considered in the paper. The results of the experiment show that more than half of the texts consist of sentences that exceed the average amount of words. This is explained by the use of participial constructions, combination of several clauses into one sentence and frequent occurrence of parenthetical constructions. Besides, English commercial agreements are characterized by long declarative sentences with strict word order.

English commercial agreements are complicated documents from legal, linguistic, and translational perspectives. Both a drafter and translator should adhere to a formal style of writing keeping the same form of rendering facts and conditions of the deal. Logical structure of English commercial agreements, abundance

to strict word order and avoidance of ambiguity on both lexical and syntactical levels are essential conditions for their correct interpretation.

РЕЗЮМЕ

Кваліфікаційна робота присвячена дослідженню лінгвальних особливостей англомовних комерційних угод і проблем, що виникають при перекладі такого виду документів. Структура роботи складається зі вступу, де визначено актуальність теми, предмет, об'єкт і методи дослідження, двох розділів теоретичного і практичного спрямування, загальних висновків і списку використаної літератури, що базується на традиційних і сучасних джерелах.

Метою роботи є встановлення лінгвальних особливостей англомовних комерційних угод та їх перекладу українською мовою. Для досягнення поставленої мети вирішено низку основних завдань: теоретично обґрунтовано зв'язок видів угод із особливостями їхньої структури, виявлено труднощі перекладу комерційних угод, визначено лексичні та граматичні риси англомовних комерційних угод, експериментально підтверджено значення модальних дієслів та архаїзмів у контексті англомовних комерційних угод, а також досліджено синтаксичні особливості, що впливають на довжину речень та загальний обсяг документів.

Експеримент проводився на основі договорів поставки. У п'ятьох основних корпусах за допомогою онлайн програми з пошуку лінгвальних одиниць підраховано частоту вживання найбільш вживаних модальних дієслів, архаїчних слів, а також визначено середню довжину речень у структурі обраних документів. Отримані кількісні показники репрезентовані у вигляді таблиць.

Підсумки після кожного розділу репрезентують основні результати до кожної частини роботи, а загальні висновки демонструють теоретичну і практичну значущість проведеного лінгвістичного дослідження. Значущість отриманих результатів та висновків роботи полягає у тому, що їх можна застосовувати у подальших дослідженнях лінгвальних особливостей комерційних угод і їх перекладу різними мовами.

Key words: commercial agreements, contract, supply agreements, modal verbs, archaic words, sentence length.

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