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Introduction

The interest to the problem of drawing up contracts is not occasional. Nowadays more and more people are getting involved in the world of business relationships. As a result of it, business people need specialists possessing knowledge of the English language used for writing documents.

Any serious deal should be struck with the help of contracts and agreements. A written form of agreements is a guarantee that different people, for example Buyers and Sellers, will cooperate in accordance with a certain business strategy, and their interests will be taken into consideration by their partners.

A contract makes clear such things as quantity and quality of goods, their prices, delivery terms, order of payment, and other terms. Contract serves to make a business operation smooth and logic. It also proves seriousness of contracting parties and defines their responsibilities before each other. An honest word of a businessman, as well, should be reflected in a contract of a different kind. It is called intentions agreement and is a manifestation of a wish to do business. That is, every step and stage of a business deal should be supported in a legal way, in an official form.

The chosen problem has appeared to be very urgent, because linguistics lacks its precise description. There is a clear-cut between formal and informal styles of English, but there is no strict difference between spoken and written business English. Obviously, businessmen do not communicate with their companions using intricate phrases and bookish words. Still, they are obliged to use some formal clichés which may sound strange to non-business people, but are essential for conducting business. Anyway, in the research we have been trying to investigate the written part of business procedure, and to analyse texts of contracts considering their specific peculiarities.

Another thing to be mentioned is that there are very few scientific researches devoted to the problem of drawing up business documents. As a result of it, theory of writing business papers, on the one hand, reflects highly subjective approaches. On the other hand, such approaches are not unified in accordance with existing rules of formal English which is also greatly influenced by informal English. Such influence really exists, but there are no accepted criteria about what changes should be taken into consideration. That is why people who draw up contracts suffer quite understandable problems: How should they do it to sound correct in the foreign language? To what degree should they be formal in the text of contract, if even English-speaking people meet difficulties of a special kind in drawing a line between formal and informal English? However, these problems are side problems of making up contracts here.

The object of the research, thus, is a contract as a part of a business deal and a type of written business English. Its subject comprises investigation of linguistic peculiarities of a contract which make technique of its writing obligatory for people involved in drawing up business documents.

The purpose of the research is to investigate peculiarities in texts of contracts. It is performed through comprehension, interpretation and analysis of contractual essential clauses, all of them illustrated by examples from texts of contracts.

The solution of the aim claims for doing away with a number of certain tasks, such as:

1. to point out main features of formal English as the language of business correspondence;
2. to describe the structure of contract and to single out its main clauses which are characteristic of this type of documents;
3. to expose peculiarities of contract dividing them into three general groups of stylistic, grammatical and lexical peculiarities.

In order to solve these tasks the author of the research has used methods of studying and analysis of theoretical literature and practical manuals on the problem; the methods of observation, description, means of syntactic and semantic analyses.

The research has been performed in four interrelated steps. Analysis of literature on the problem has logically been the first stage. After it, theoretical basis of the research has been compiled. Then the author has picked up examples illustrating grammatical, lexical and stylistic peculiarities of contracts. At last, generalisation of results of the research and drawing up final conclusions have been performed.

In fact, linguistic peculiarities of contracts in comparison with their structure and functioning in the business world have not been investigated thoroughly enough yet. There are either economic papers on forms and types of contracts, or linguistic researches on stylistic peculiarities of formal English. To state a connection between those kinds of data and make links between them describing texts of contracts and to analyse their distinguishing features are the main factors of scientific novelty of the research.

The practical significance of the research is in possible application of its results in practice by people who are interested in drawing up contracts and in the way of doing it correctly. It can be also be of an interest for people studying problems of style in English and functional usage of formal and informal styles. The results of the research can be taken into consideration by students and instructors of English and English stylistics. As well they can be used as material for special courses on business English for students of linguistic and economic departments.

The examples for analysis have been selected by the method of overwhelming excerption from texts of contracts dated different years. This fact can be a basis for comparison of linguistic devices used in them. In order to make analysis of examples more precise, the author has used data not only of linguistic, but those ones of economic dictionaries as well.

The structure of the research includes introduction, two chapters, seven paragraphs, conclusion and references. The total volume of the research is 43 pages.

Chapter 1. Contracts. Their general characteristics and types

* 1. English of documents’ writing

A document in its any appearance has always been an important part of business doing. Business contracts are impossible without correspondence all over the world. It does not matter, whether you communicate with your partner on the phone (orally) or through telexes (in writing). All decisions and terms must be confirmed by documents.

All business papers, both correspondence (letters), telexes, enquiries, offers, claims (complaints) and contracts (agreements) are normally associated with striking business deals and their procedure. Such documents are made up and signed “by a judicious authority and are of legal importance” [5, P.7]. As a result of it, business documents are written in accordance with some officially accepted forms, common for everybody who wants to do business.

The official business language is sometimes called *officialese* and differs from other kinds of the English language, mostly because of specific character of its functional usage, which can be illustrated in classical terms of style, its predestination, and main features.

A functional style of a language is characterised by the greater or less typification of its constituents and supra-phrasal units, in which the choice and arrangement of interdependent linguistic means are calculated to secure the purpose of communication [3, P.312].

The style of official documents is divided into sub-styles of the language of business documents, legal documents, diplomacy, and military documents. The aim of the style of official documents is to state conditions binding two parties in an undertaking and to reach agreement between them.

General features of the style of English of documents’ writing are the following:

1. conventionality of expression;
2. absence of emotiveness;
3. encoded character of the language system (including abbreviations);
4. general syntactical mode of combining several pronouncements into one sentence [3, P.316].

The syntactical pattern of business correspondence style is made up from compositional patterns of variants of this style which have their own designs. The form of a document itself is informative, because it tells something about the matter dealt with. From the viewpoint of its stylistic structure, the whole document is one sentence. It looks like separate, shaped clauses often divided by commas or semicolons, and not by full stops, often numbered. Every predicate construction begins with a capital letter in the form of a participial or an infinitive construction.

e.g. 3. Claims

3.1. In case of non-confirmity of the quality of the goods actually *delivered* by Sellers with the contract specification, any claim *concerning* the quality of the goods may *be presented* within two months of the date of delivery;

3.2. No claim *to be* considered by Sellers after expiration of the above period;

3.3. No claim *presented* for one lot of the goods shall be regarded by Buyers as a reason for *rejecting* any other lot or lots of the goods *to be delivered* under the present contract;

3.4. ……… [6, P.202].

This structurally illogical way of combining definite ideas has its sense. It serves to show the equality of the items and similar dependence of participial and infinitive constructions or predicate constructions.

One of the most striking features of this style is usage of words in their logical dictionary meaning. There is no room for contextual meanings or for any kind of simultaneous realisation of two meanings. Words with emotive meanings are not to be found there either [3, P.31].

Every type of business documents has its own set phrases and clichés which may sound strange in colloquial English, e.g. *invoice, book value*, *currency clause, promissory note, assets*, etc. If a person wants to avoid misunderstanding, he / she should use glossary of commercial terms, and vice versa.

Indeed, there are many differences in the vocabulary of formal and informal business correspondence. Much vocabulary of formal English is of the French, Latin and Greek origin. They are often translated into informal language by replacing them by words or phrases of the Anglo-Saxon origin.

e.g. Formal style Informal style

commence begin, start

conclude end, finish, stop

prolong, continue go on

Let us compare examples where these words are used in different styles.

e.g. I am informing you that the meeting will *commence* at 4 p.m. (formal)

I’d like to remind you that the meeting will *begin* at 4p.m. (informal)

The meeting *concluded* with signing the contract. (formal)

The meeting *ended* with signing the contract. (informal)

Phrasal and prepositional verbs are characteristic of informal style, that is why they are not used in business correspondence. Their formal equivalents are used in official texts instead.

Formal style Informal style

discover find out

explode blow up

encounter come across

invent make up

investigate look into

e.g. In case of *discovering* discrepancy of quality and quantity of the product inform us immediately.

Spoken English is full of various vocabulary, both standard and slangy. We also have here different connectors, such as *well, you see, a kind of* which cannot be used in written business English, both logically and stylistically. They are logically excluded because of a little amount of information they convey. Business documents, on the contrary, convey a lot of information in almost any word. Thus, a person should be aware of these factors and not mix up colloquial and business English, drawing up a document.

Informal terms have emotive qualities which are not present in formal language. Formal language often insists on a greater deal of preciseness. But the problem is that there are not always proper equivalents in formal and informal English. The informal word *job*, for instance, has no formal equivalent. Instead of it, we have to look for a more restricted in usage and a more precise term, according to the context, among possible variants: *employment, post (esp. Br.E.), position, appointment, vocation,* etc*.* [16, P.12 – 13]

Business English is formal. We use it in business correspondence, official reports and regulations. Actually, it is always written. Exceptionally it is used in speech, for example, in formal public speeches. There are various degrees of formality, like in the examples:

e.g. After his father’s *death*, he *had to change* his *job*. (informal)

On the *disease* of his father, he *was obliged to seek for alternative* *employment*. (formal)

These sentences mean roughly the same idea, but would occur in different situations. The first sentence is fairly neutral (common core) style, while the second one is very formal, in fact stilted, and would only occur in a written business report.

In general, grammar rules of spoken sentences are rather simple and less constructed than grammar of written sentences, especially in agreements. It is more difficult to divide a spoken conversation into separate sentences, and connections between one clause and the other are less clear because the speaker relies more on the hearer’s understanding of the context and situation, as well as on his ability to interrupt if he fails to understand. The speaker is able to rely on features of intonation which tells us a great deal that cannot be reflected in written punctuation.

The grammar use in business correspondence is also different about the pronouns *who* and *whom*, and the place of prepositions:

e.g. She wanted a partner for her business *in whom* she could confide. (formal)

She longed for a partner (*who*) she could confide *in*. (informal)

*In* what country was he born? (formal)

What country was he born *in*? (informal)

Formal written language often goes impersonal style. That means that one doesn’t refer directly to himself / herself or to his / her readers, but avoids pronouns. Some of the common features of impersonal language are passive sentences beginning with the introductory word *it* and abstract nouns. The effect of the change into a passive construction is to reverse the focus from the subject to the object of speech.

Abstract nouns, especially amount words (*majority, minority, amount*), specify more precisely the meaning of an utterance.

e.g. *Announcement* *from* the librarian

It has been *noted with concern* that the stock of books in the library has been *declining* alarmingly. Students are asked to *remind themselves* of the rules for the borrowing and return of books, and to *bear in mind* the needs of other students. *Penalties* for *overdue* books will in the future *be strictly enforced*. [16, P.13]

It is a very formal and impersonal message which could have been written in a more informal and less impersonal way, achieved by usage of phrasal verbs, contractions, colloquial phrases and other linguistic means:

Librarian*’s* *message*

The number of books in the library has been *going down*. Please *make sure* you know the rules for borrowing, and *don’t* forget that the library is for *everyone’s* convenience. *So from now on, we’re* going to enforce the rules strictly. *You have been warned*! [16, P.13]

To be tactful is to avoid causing offence or distress in correspondence. Sometimes it means disguising or covering up the truth. In such a case, the use of imperatives should be polite:

e.g. *Would you like* to stipulate details of the contract?

Let us compare some more examples:

e.g. I suggest that we postponed signing of the contract till tomorrow. (tactful)

*Could* I suggest that we postponed signing of the contract till tomorrow. (tentative and more tactful)

In other cases tentativeness is not connected with tact, but is simply an indication of the speaker’s reluctance to commit himself / herself on a given question. To use of *might* is characteristic of business correspondence, because it is a more tentative way of expressing possibility than *may*. Let us compare two sentences:

e.g. It *may* have been an error in a business deal.

It *might* have been an error in a business deal.

In the second sentence *might* presupposes a greater degree of uncertainty and sounds more tactful than *may*.

Texts of business documents are specific and aimed at a definite purpose. In order to make one’s business work and work effectively, a person should possess knowledge of language standards in business letters. Skilful application of this knowledge is somehow determined by standards of documents’ writing. If a document is written in an accepted way, it will be assessed by specialists. A unified business text takes up less time and work to compile in comparison with private letters.

Since a writer of a business letter has a unified form in front of him / her, this person follows a set pattern while doing it. All the writer’s attention is focused on major information and data which represent the subject of the document. In this way, an addressee can decode the subject-matter faster, because a document is written in the standardised form.

Moreover, if business documents are drawn up in a unified and, to some extent, simplified way, it takes less money spending and saves time of the dealing sides, and shortens the time of business procedure as well. A special branch of English linguistics, - business English, - is devoted to the purpose of simplifying of business making.

Written business English has got certain traits and problems of its usage, not only for foreigners, but for English-speaking business people.

* 1. Theoretical problems of the language of documents

Knowledge of drawing up business correspondence is equal to communicating with people in a businesslike manner [7, P.4]. A person should know rules of documents’ writing to make one’s business effective and profitable. All of them are united under the notion of style.

A style of the language is a system of interrelated language means which serve a definite aim in communication [3, P.33]. As has already been written, the style can be formal (business written English) and informal (spoken English). The difference of formal and informal English is a matter of style and attitude of people to each other. However, it is not an easy matter to draw an exact line between formal and informal English [8, P.28], and that is the first, and the most important thing to be clarified in this paper.

English of business correspondence possesses some important qualities, common for formal style of English as well.

The language of business correspondence is very bookish and is remarkable for the usage of larger and more exact vocabulary, in comparison with informal style of communication. Sentences in documents are longer and their clauses are grammatically fitted together more carefully, which means a lot of practise for a person who draws up a contract. It is generally considered and expected that real business people, experts in their field of activity, should enjoy the preciseness and careful grammatical construction. It does not mean, of course, that business people must communicate orally in formal business style.

Formal business correspondence should be more impersonal. It should not emphasise the individuality of the writer, and takes little account of the personal qualities of people who are going to make use of it. Thus, the speaker should not refer directly to himself or his readers, but avoid the pronouns *I, we, you*, and it may also be of a difficulty for *a person*.

One more problem is that formal English lacks force and vividness. The fact that it is formal implies its great dependence on arbitrary conventions, rather than on natural speech habits [8, P.29]. That is why it is so hard for non-business people to keep concentrating their attention on contents of documents all the time, as their attention is diverted by intricate language use. Some of them will find their long and complicated sentences rather confusing. Words of formal English may sound nice, but their meaning is often hard to get through. Very often a person must read something all over again to make sure what it means.

e.g. This stipulation being of the essence of the contract, default by the buyers shall entitle the Sellers to load and ship the goods as convenient to themselves to any of the ports named in this contract and Buyers shall take delivery accordingly. (*Extract from a standard form of contract for the sale of timber through broker in the U.K*.) [6, P.229]

Another chief problem to remember about business correspondence is that it will be read by busy people who usually have no interest in either one’s personality or his / her problems [8, P.280]. Bearing in mind that one should not waste anybody’s time and try to gain anything by impressing your employers, a person uses formal English to avoid unnecessary details about matters handled, replacing them by strict routine. To be as clear and brief as possible without sacrificing clarity is a common trait of any business document.

e.g. The time of delivery of the Turbine Plant against the above contract expires on the 1st July.

Please inform us by return of post of the progress of manufacture of the Turbine [6, P.260].

Anyway, in some important business correspondence we may find deviations from what is called official English of the business world. For example, if a person wants to get a job or to sign a contract, to make a sale or to ask somebody for special advice, he / she is likely to want to make a definite impression on the interlocutor, like in the example:

e.g. So I spent my *green years* first in East Germany that *influenced on* me greatly (*they say I look like a German, joke*), then we moved to live in Siberia where I played an ice hockey, entered the Secondary School and *fell in love* with British rock music. [4, P.35]

This person was applying for a journalist and tried to show his writing skills.

It does not mean, however, that a person in charge will be much concerned about one’s personality without knowing a way of using it. If a person is starting business correspondence on an important matter, the first thing to do is to consider it all carefully from the other person’s probable viewpoint, and to go on making business in the same way.

These are some of the most frequent problems in the theory of business correspondence which can concern a person who is likely to get involved in a business undertaking.

* 1. The structure of contracts and their essential clauses

Contract is a business document presenting an agreement for the delivery of goods, services, etc., approved and signed by both the Buyer (exporter) and the Seller (importer) [5, P.131]. By law contracts are made in writing. When striking a deal, standard contracts are widely used. Standard contracts are not a must. Some articles can be altered and supplemented [10, P.12].

The following items are of the greatest importance in any contract:

- contract No.;

- place and date of signing;

- names of the Sides which signed the contract;

- subject of the contract;

- quality of goods;

- price (per unit and total price);

- destination;

- delivery time;

- requirements for packing and marking;

- payment terms;

- conditions of submission and acceptance of goods;

- transport conditions; warranty conditions and sanctions;

- arbitration conditions;

- force majeure;

- judicial addresses of the Sides;

- signatures of the seller and the buyer.

All appendices form an integral part of contract. Contract is drawn up in accordance with the established form, often on special printed forms filled in with basic information by one-time writing. Sometimes, when a transaction is small in volume, a contract may be concluded by telex [5, P.131].

Now the most significant clauses of contract should be regarded.

The *subject*-section names the product for sale or purchase. It also indicates the unit of measure employed in foreign trade for specific commodities.

The *quality* of machines and equipment is to be conformed with the technical specification of the contract. The quality of raw materials and foodstuffs is determined by standards, samples, and description.

The *price* stated in a contract may be firm, fixed or sliding. Firm prices are not subject to change in the course of the fulfilment of the contract. Fixed price governs in the market on the day of delivery or for a given period. Sliding prices are quoted for machinery and equipment which require a long period of delivery.

There are some kinds of *payment*. A cheque is a written order to a Bank given and signed by someone who has money deposited there to pay a certain amount mentioned in the cheque to a person named on it. In the place of the cheque system Banks provide an international system of bank transfers. A draft is another order to pay. It is made out by an exporter and presented to the importer. It is also called a bill of exchange. A sight draft is a bill which is paid immediately on presentation. A bill is to be paid at a later date is called a term draft. There are 30-day, 69-, 90- and 120-day drafts. The payment is guaranteed with a letter of credit or a revolving letter of credit.

*Transport and delivery terms*. The so-called door-to-door (multimodal) transport is wide-spread in shipping now. It involves a transfer of the goods from one kind of transport to another. The main carrier often prefers to assume through responsibility for the cargo he caries. In a through movement of the gods a combined transport document is issued instead of a traditional Bill of Lading.

*Packing goods* for export is a highly specialised job. If the goods are improperly packed and marked, the carrier will refuse to accept them, or will make qualifications about the unsatisfactory condition of packing in the bill of lading. Packing can be external (crate, bag) or internal (box, packet, flask, etc.), in which the goods are sold. In case of consumer goods packing had a double function. On one hand, it is for protection. On the other hand – it serves to advertise a product and attract a customer.

*Marking* should be in indelible paint with recognised kind of marks. The cases in which the equipment is packed are to be marked on three sides: on the top of the case and two non-opposite sides. The marking shall be clearly made with indelible paint in the languages of the dealing sides.

*Insurance of goods*. The export trade is subject to many risks. Ships may sink or collide; consignment may be lost or damaged. All sensible business people now insure goods for the full value. The idea of insurance is to obtain indemnity in case of damage or loss. Insurance is against risk. While goods are in a warehouse, the insurance covers the risk of fire, burglary, etc. as soon as the goods are in transit they are insured against pilferage, damage by water, breakage or leakage. The insured is better protected if his goods are insured against all risks. The goods may be also covered against general and particular loss or damage.

*Force majeure* is a force against which you cannot act or fight. Every contract has a force majeure clause. It usually includes natural disasters such as an earthquake, flood, fire, etc. It can also include such contingencies as war, embargo, sanctions. Along with this there are some other circumstances beyond the Sellers’ control. The Seller may find himself in a situation when he can’t fulfil his obligation under the contract. When negotiating a contract a list of contingencies must be agreed on and put into the contract.

When a manager makes up a contract he must not think only of his one-side interest. He must think in terms of common interest with his counterpart. Only then will he prove loyal to his partner. In case of a contingency the Seller must notify the Buyers of a force majeure right away. If it is done in due time the Buyer may take immediate action to protect his interest.

A force majeure must be a proven fact. The Seller is to submit to the Buyer a written confirmation issued by the Chamber of Commerce to this effect. The duration of a force majeure is, as a rule, 4 or 6 months. After that the Buyer has a right to cancel the contract. The Seller in this case has no right to claim any compensation for his losses.

*Claims and sanctions*. A contract defines rights and obligations of the parties involved. Most often the Buyer makes quality and quantity claims on the Seller. The cause for complaint may be poor quality, breakage, damage, short weight, leakage, etc. The Buyer must write a statement of claim and mail it to the Seller together with the supporting documents: Bill of Lading, Airway and Railway Bill, Survey Report, Quality Certificate are documentary evidence. Drawings, photos, samples are enclosed as proofs of claims. The date of a complaint is the date on which it is mailed.

Claims can be lodged during a certain period of time, which is usually fixed in a contract. During the claim period the Seller is to enquire into the case and communicate his reply. He either meets the claim or declines it. If a claim has a legitimate ground behind it the parties try to settle it amicably. The Seller in turn is entitled to make a claim on his counterpart if the Buyer fails to meet his contractual obligations. The Seller may inflict penalties on the Buyer if there is a default in payment. Financially, legitimate claims are in large part settled by debit or credit notes [10, P. 12 – 28].

* 1. Types of contracts. Abbreviations

In order to speed up the preparation of contract documents and to minimise possibility of errors in them, a unified standardised form of contract documents, the Master Pattern for Contract Documents, has been developed. It establishes principles and regulations for the construction of standardised forms of documents used in foreign trade, like Supplement to contract, Order and Order confirmation.

*Supplement to contract* is a business document which is an integral part of the contract, containing amendments or additions to the previously agreed contract conditions. The supplement should also be agreed on and signed by both the exporter and the importer.

*Order* is a business document presenting the importer’s offer for dealing which contains specific conditions of a future transaction.

*Order Confirmation* is a business document presenting the exporter’s message containing unclaused acceptance of the order conditions. The Master pattern has also been accepted as a basis for standardised forms of enquiries and offers, used at pre-contract stages of dealing [5, P.131 – 132].

Different firms and organisations trading regularly, work out standardised forms of contracts for typical deals. Such standardised contracts are printed and include typical rights and duties of the contracting sides in selling and buying some goods and services. There are special columns for the names of the Buyer and Seller, names of goods, their quantity, prices and delivery terms. In case of declining or adding some terms, people use supplementary columns in a contract form.

Standardised forms of export and import deals differ greatly and it makes them two general types of contracts [13, P.146]. Thus, there are *export* and *import contracts*. They reflect different positions of buyers and sellers in trading. Contracts in import trade are called orders, and their submission warrancy, and delivery terms, as well as sanctions are much harder towards the sellers than those ones in export trade. Standardised forms of import contracts are sent to potential buyers before getting commercial proposals and, actually, before striking a deal. The languages of contracts are agreed upon on the both sides. It goes without saying that information and style are kept the same not depending on the language of contract.

As textual varieties, contracts are divided into *administrative-managerial, financial-economical, advertising, scientific-technical,* and *artistic-publicational* contracts[[1]](#footnote-1)\*. Functional spheres of their circulation can be easily guessed from names of contract types in this classification, and are the subject of economic, rather than linguistic, study.

Contracts may be differentiated by *the subject of a deal*. There are export contracts for the sale of oil products, machinery tools, grain, timber, the supply of goods, etc. Orders in import trade deal with ordering and purchasing goods. They are often supported with requests, remindings, verifications of different terms, guarantee and waving inspection letters, and many others.

Goods in international trade are transported with the help of multimodal (door-to-door) shipment. In contracts delivery and acceptance terms are marked with the International Commercial Terms (Incoterms) [10, P.16]. So, contracts can be classified in accordance with *the way* *of delivery.* Most of Incoterms are represented as abbreviations.

The usage of abbreviations, conventional symbols and contractions is typical of all kinds of documents. Abbreviations are abundant, and there are special dictionaries to decode them. They serve as signs of the code supposed to be known only to the “initiated” [3, P.316].

On the whole, there are 14 official Incoterms of deliverance. They denote:

1. The point of deliverance. *EX Works* means that the seller’s only responsibility is to make the goods available at his premises. *EX Ship* means that the seller shall make the goods available to the buyer on board the ship at the destination named in the sales contract. *EX Quay* means that the seller makes the goods available to the buyer on the quay at the destination named in the sales contract.
2. The way of deliverance. *FOB* means *Free on Board*. The goods are placed on board a ship by the seller at a port of shipment named in the sales contract. *FAS* means *Free Alongside Ship*. That means that goods should be placed alongside the ship to fulfil the seller’s obligations. *FOR / FOT* mean *Free on Rail / Free* *on Truck. Truck* here relates to the railway wagons, and that makes these abbreviations synonymous. *FOB Airport* is based on the same main principle as the ordinary FOB term. The seller fulfils his obligations by delivering the goods to the air carrier at the airport of departure.
3. Payment terms. C & F means Cost and Fright. The seller must pay the costs and fright necessary to bring the goods to the named destination, but the risk of loss or damage to the goods is transferred from the seller to the buyer when the goods pass the ship’s rail in the port of shipment. CIF means Cost, Insurance and Fright. This term is basically the same as C & F but with the addition that the seller has to procure marine insurance against the risk of loss or damage to the goods during the carriage.

Thus, in Chapter 1 we have made an attempt to clarify some items of the topic. They are the following:

The nature of the English of documents writing is determined by its stylistic realisation in written English. The style of official documents possesses its own features which are reflected in standardised forms of different documents. They are peculiarities of the vocabulary, grammar and syntactic constructions, which are the subject of consideration in the practical part of this paper.

The main problem of writing contracts is embodied in the notion of stylistic use. Formal style of business English is rather hard to obtain and to follow. It remains mostly in written form, and its peculiarities should be strictly observed. Some theoretical problems of its functioning have already been considered. Nevertheless, informal English influences it greatly, and even in routine papers we may find deviations from the accepted form.

It can be explained by the fact that business is made by people, and not robots. A person’s individuality, as well as emotions and feelings, more and more often peer into a cool and logical world of business, creating new problems and possibilities of business English functioning in texts of contracts and other documents.

We have also defined contract as a typical realisation of formal business English which possesses the same stylistic features and follows the same goals as other kinds of business correspondence.

Contents of contract also have specific clauses, and they ensure division of contracts into certain types in accordance with a side initiating a deal, a sphere of making a deal, types of goods and their delivery terms. Very often a way of deliverance is encoded with the help of special abbreviations. Contracts also possess remarkable linguistic features revealed in their texts, and they are the subject of Chapter 2.

Chapter 2. Linguistic peculiarities of contracts

2.1. Contract as a type of text and its stylistic characteristics

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

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

The main features of the style of contract are:

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

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

Generally, contracts should be formal, complete, clear, concrete, correct and concise.[[2]](#footnote-2)\* In contracts all possible informational details are not suitable. So, while writing contracts we must observe all peculiarities of standard English grammar, vocabulary use and stylistic appropriation. A formal contract or agreement requires considerations of neatness and attractive arrangement. Completeness of any contract suggests the scope of all significant facts that have reference to the issue of the agreement. Actually, you are expected to explain what, how, and when you are going to deal with your partner.

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

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

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

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

The style, however, should not be too simple as it may become discourteous and sound rude. Linguists (G. Leech, J. Svartvik, Ch. Fries, O. Jespersen, M. Joos, I.V. Arnold, B.A. Ilyish, E.M. Gordon, etc.) recommend the following stylistic devices that might make agreements and contracts more polite: complex sentences joined with conjunctions are preferable, rather than short sentences; passive constructions rather than active; full forms rather than abbreviated forms, where necessary.

The right tone should be neutral, devoid of a pompous language on one hand, and an informal or colloquial language on the other hand. Therefore, inappropriate vocabulary, idioms, phrasal verbs are not allowed at all.

The both contracting parties should not experience any difficulties in obtaining information, they should be able to understand what is written. Misunderstandings are caused by a lack of thought and care. It may happen if we use a lot of abbreviations, figures and prepositions.

Abbreviations are very useful, because they are very quick to write and easy to read. But the both parties are expected to know what the abbreviations stand for. If one of the partners is not absolutely certain that the abbreviations are easily recognised he / she should not use it.

The symbol &, which means in English *and*, is used in some terms like *C&F* (Cost and Fright), *C&I* (Cost and Insurance). *But* is marked as # in contract texts. The symbol *№* is used instead of the word *number*. In American English the symbol # means *number* as well, but it is used in different tables and graphics, and not in the text. It is never used, however, to denote numbers of houses.

Very often in contracts Latin abbreviations are used, for example *e.g.* (for example)*, et al.* (and others)*,* *etc.* (and so on)*, v.v.* (quite the opposite)*, i.e*. (that means). Also they use English abbreviations *ltd.* (limited)*, Bros.* (brothers)*, encl.* (enclosed)*, dols.* (dollars)*,* etc*.* [4, P.45 – 46].

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

Spelling rules, punctuation and grammar use should all be checked over thoroughly. Still, there are some other ways in which inaccuracy may spoil the contract paper. A special attention should be paid to titles, names, addresses, references, prices, specifications, enclosures, etc., which are also of a great importance in texts of contracts.

2.2. Grammatical peculiarities of contracts

On the whole, grammar of any contract may be characterised as rather simple and formal. *Simple* here means lack of diversity of variants which occurs in every document which is not legal. As for the grammar tenses which are used in agreements, the most widespread are the Indefinite and the Perfect tenses, both in the Active and Passive Voices. In many points their usage is already part and parcel.

e.g. Sellers *have sold* and Buyers *have bought*… (Present Perfect)

The Agents *shall bear* all transport expenses from… (Future Indefinite)

Our firm *informed* the Suppliers that the general conditions *were* no*t contained* in the order*.* (Past Indefinite Active / Passive)

Complex analytical forms of the verb, such as the Continuous and Perfect Continuous Tenses, are absolutely not used in no way. The specific character of any contract provides rare usage of the past tenses.

One of specific features of contract is usage of the verb *shall* [5; 6; 14; 15]. Though it is not used in Modern English, in business correspondence and documents it keeps being used.

e.g. The result *shall* be considered. = The result is to be considered / will be considered.

Buyers can pay for the goods from the first person or from the third one, both in the plural and singular number.

e.g. Each party *shall* have the right to refuse any further fulfilment of the obligations. (3d person, sing)

The Buyers *shall* obtain the import licence. (3d person, pl.)

We *shall* have the right to assign to you… (1st person, pl.)

The combination of the verb *should* and the infinitive also shows a future action, but with a less degree of probability. This construction usually occurs in subordinate clauses.

e.g. …if a delay in the delivery *should* exceed 3 months.

In many cases *shall* and *should* are equal in meaning.

e.g. …if the actual cost to us *shall* / *should* increase.

The peculiarity of contract is also omitting *if* in subordinate clauses with *should*, and in this case *should* becomes the first element in the sentence.

e.g. We hope that you will send as enquires *should* you need.

*Should* the above circumstances continue to be in force…

*Should* Buyers fail to open the letter of credit in time…

One of the most striking features of Business English is a wide use of verbals, and their study might be interesting for those who learn and teach English. The system of non-finite forms of the verb comprises the infinitive, the *-ing*-form and the participles. It is common knowledge that verbals are widely used in social English, but they are often used in business and commercial correspondence as well. The usage of verbals, however, is very specific and presents certain difficulties.

One of the most frequently used verbals in business letters is the infinitive. It may serve as an adjunct to verbs, nouns and adjectives. Accordingly, infinitive constructions are subdivided into infinitives as verb adjuncts, infinitives as noun adjuncts and infinitives as adjective adjuncts [3, P.58]. The most interesting and important for the research is the first group, so we shall consider only it.

There are six types of patterns in which the infinitive is to be regarded as a verb adjunct:[[3]](#footnote-3)\*

1. an adjunct to an active verb;
2. an adjunct to a passive verb’
3. a complex adjunct to an active verb;
4. a prepositional complex adjunct to an active verb;
5. a *wh-* infinitive adjunct;
6. an adjunct to a verb in a sentence with a function of the subject.

The groups of the infinitive as an adjunct to an active verb, the infinitive as an adjunct to a passive verb and the infinitive as a complex adjunct to an active verb are used in commercial correspondence and in contracts in particular. The last three types of the infinitive are very rarely used in business correspondence or might be used just occasionally.

The infinitive as an adjunct to an active verb always follows a head-verb. In business correspondence it is lexically dependent and commonly found after the following verbs*: to agree, to appear, to arrange, to continue, to decide, to expect, to fail, to hesitate, to hope, to intend, to like, to manage, to need, to offer, to omit, to plan, to prefer, to prepare, to propose, to regret, to secure, to try, to want, to wish.*

e.g. They have arranged *to produce* the equipment.

We won’t fail *to provide* full particulars as soon as possible.

We propose *to settle* by bill of exchange at 60 days, documents against acceptance.

In the case the suppliers want *to have* any additional information you should contact us immediately.

Generally in contracts and agreements the infinitive adjunct to an active verb is a simple infinitive. Sometimes, however, it may be followed by the perfect infinitive, indicating an action which precedes that one of the predicate verb. As for the continuous infinitive in this function the analysis of contracts has proved that it is hardly ever used.

e.g. Property in goods, *to have passed* to Buyers when goods have been put a board.

You don’t appear *to have taken* into account the annual summer works’ shut-down.

The delivery of goods was *to have taken* place last month and we have been caused serious inconvenience through the delay.

We expect *to have been informed* by Feb. 15th.

It should also be noted that in commercial correspondence the subject of the infinitive adjunct is a person (e.g. *we, they*) or a thing denoted by the subject of the sentence (e.g. *our firm*).

e.g. *We* look forward to your early reply.

*The Suppliers* inform the Buyers that there had been a fire.

*Our enquiries* with your representative whom we asked…

The infinitive in business correspondence may also serve as an adjunct to a passive verb. In this case it always follows its head-verb and is lexically restricted. The infinitive in this function follows the following verbs: *to consider, to expect, to instruct, to prepare, to repute, to require.*

e.g. The national Bank of Argentina has been instructed *to open* a credit valid until 30 November.

The goods are considered *to be* in conformity with the certificate.

The delivery date is understood *to be* the date on which the Suppliers apply to the Buyers’ Shipping Agents.

The use of the infinitive adjunct to a passive verb is stylistically restricted. It frequently occurs in newspapers, scientific prose and business correspondence, but it is not characteristic of literary style, and in social English it is not common at all.

The infinitive may serve as an adjunct to an active verb followed by a noun or a pronoun which stands to the infinitive in the relation of a subject. The combination is lexically restricted, because in business correspondence it may be found only after the definite verbs from the following list: *to advise, to allow, to ask, to enable, to expert, to help, to prefer, to urge, to want, to wish.*

e.g. We would advise you *to take* an all-rich insurance policy.

If the period of guarantee has not expired we will ask you *to replace* the machine by another one.

Should the Buyers fail *to keep* this rate of unloading…

We agree *to accept* this shipment on condition that you…

The complex infinitive adjunct to an active verb is not restricted stylistically and is in extensive use in scientific and fiction literature and also in commercial and business correspondence.

The Indefinite Infinitive occurs in contracts in the function of the predicate, expressing obligation and a future action.

e.g. Delivery *to commence* in six to eight months and *to be completed* in twelve to sixteen months (*to commence* = will commence).

Date of shipment *to be determined* by date of Bill of Lading (*to be* *determined* = will be determined).

It is allowed only in texts of contracts and other business documents.

Each contract also has constructions with participles.

e.g. The letter of credit is to be valid for 90 days, all bank charges *being* at the expense of the Buyers.

Here is a construction with Participle I where it refers to the noun in the General Case, which goes before the participle. It is not common in speech, but it occurs in contracts.

Constructions with the Perfect Participle, however, are rare in contracts and show an action prior to another one expressed by the predicate.

e.g. We have included in our claim only the cost of material and labour, all other expenses connected with the repair not *having been taken* into consideration.

Some participles which have no explanatory words in contracts can either precede or follow a noun. Mostly they are constructions with Participle II:

e.g. the *required* specification vs. specification *required*;

the *enclosed* letter vs. the letter *enclosed*.

The Past Participle Passive always follows a noun if it has explanatory words.

e.g. a telegram *received* from London;

the cheque *attached* to the letter.

If a participle shows only an action which is made upon the subject, it follows a noun.

e.g. The sellers are to inform us of the quantity of the goods *loaded*.

Buyers are to accept or pay for the quantity *shipped.*

The participle showing the quality, if there is one, precedes the noun:

e.g. *illustrated* catalogue; *damaged* goods;

within six weeks of the *stipulated* time of shipment.

The definite article *the* in contract has its own peculiarities.

In every contract there are Buyers and Sellers and these words can be used either with the definite article or without it. Nevertheless, they are always capitalised: *Buyers, Sellers*.

e.g. This contract is made between Rossexport, hereinafter called *Sellers*…

…and India Electric Company, hereinafter referred to as the *Buyers*…

Although in Russian it is always singular, in English it can be either singular or plural. That is why all variants are possible: *the Buyers* – *the Sellers*; *the* *Buyer – the Seller; Buyer – Seller*. Themost common is the first variant though the others are also possible.

e.g. Should *the* Seller fail to notify *the* Buyer of a contingency…

If, however, they are to be shipped to Buyer who lives a considerable distance away… (absence of article)

The goods sold under the present contract are to be delivered by Sellers and accepted by Buyers. (absence of article)

The definite article is also used with ships.

e.g. *The* S.S. *Svir* is to arrive on July, the 5th.

Also the definite article is rarely used after prepositions of the Latin origin *per* and *ex*.

e.g. The goods were shipped *per* S.S*. Svir*.

The wheat was delivered *ex* S.S. *Svir*.

The definite article is never used with nouns which are followed by a number in sizes, codes, etc.:

e.g. under *Contract №* 25; *Order №* 1015; our *account No.* 100/1066;

under *paragraph* 9 of your General Conditions of the order;

in accordance with *clause* 6 of the agreement.

From the above-written we can conclude that contract has its own grammatical and stylistic peculiarities which have much in common with the ones of business correspondence. However, they are unique enough to consider contract a specific type of business correspondence.

2.3. Lexical peculiarities of contracts

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

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

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

One more compound word with the adverb *where* is *whereby*, which means *by* *which* and refers to the present contract.

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

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

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

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

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

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

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

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

The Sellers shall not be responsible for any damage resulting to the Buyers *therefrom*. (*therefrom* = from it / them)

*Hereinafter* is a very useful word, doing the job of the six, referred to later in a document. *Hereinafter* frequently sets up abbreviated names for the contracting parties.

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

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

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

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

*The aforesaid* guarantee shall end for the following vehicles…

*It is understood and agreed*. On one hand it usually adds nothing, because every clause in the contract is figurally *understood and agreed*. On the other hand, it adds an implication that the other clauses are not backed up by this phrase. By including one you exclude the other.

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

The delivery date *is understood and agreed* to be the date…

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

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

*Assignees and licensees*. These are important words on which acceptability depends from one’s point of view.

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

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

*Without prejudice*. The British use this phrase all by itself, leaving the reader intrigued: *without prejudice* – to what exactly? Americans use it more elaborately. *Legal rights*, for example, are not the same thing as *remedies* in the offers to enforce them. Thus it’s the American right to write:

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

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

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

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

*Solely on condition that* – it’s one of a few phrases that can be considered better than its short counterparts. One might ask: “Why not use just *if* instead of the phrase?” *If* by itself opens a possibility of open contingencies.

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

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

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

The phrase makes the conditions of the deal clear*.*

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

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

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

Claims against the quality of vehicles may be submitted *on conditions that* the defects are found within 40 days.

Such prepositional phrases are practically equal in meaning.

*Subject to* – a few contracts do without this phrase. Many promises can be made good only if certain things occur. The right procedure is to spell out these plausible impediments to the degree that you can reasonably foresee them.

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

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

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

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

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

*Exclusive* – it’s important in contracts. English is vast and its usage creates difficulties in many cases. *Exclusivity* as a term means that somebody is bored from dealing with another one in a specified area.

In the lexicon of contracts there are many foreign words, first of all, Latin ones, such as *pro rata* and *pari passu. Pro rata* proves helpful when payments are to be in proportion refuting prior formulas in a contract.

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

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

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

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

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

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

Complaints and claims may arise in connection with *inferior* quality of the goods, late delivery or non-delivery of goods.

*Ad hac* is also a Latin word, not often used in contracts nowadays. It means now an arbitrary court for a concrete trial. Such Latin words as *ultima, proxima* are now archaic and rarely used.

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

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

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

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

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

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

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

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

Conclusion

The research has allowed to reveal a specific character of contract as a type of business correspondence. The first, and most important of all, reason for considering contract business correspondence is formal style of its language. It means that in texts of contracts we can find a bright example of formal written English.

Formal style of English has such main features as conventionality of expression, absence of emotiveness, encoded character of the language and general syntactic mode of combining several ideas within one sentence. All that is revealed in texts of contracts through their vocabulary, grammar and style.

Stylistic peculiarities of business correspondence are based on the following factors. The syntactic pattern of business documents is one long sentence which consists of separate numbered clauses divided by commas and semicolons. Every clause is capitalised. That is done to show the equality of items of a document.

Written business English goes impersonal style. It means there are no direct addressees, passive constructions are used instead of active, a great number of amount words, modal verbs *might* and *could* instead of *can* and *may*. This all is done for a document to sound tentative and tactful.

No connectors are used in business correspondence as they convey a little information. In formal style *whom* is used instead of *who*. If there is a need in prepositions, they go before *whom*, which is not typical of informal style at all.

Stylistic peculiarities of formal written English also imply usage of words in their primary logic meaning and absence of contextual meanings. Formal English is characterised by usage of special terms. They all are precise in meaning and rather bookish. Among them there are a lot of words of the Latin, Greek and French origin, replaced in spoken English by words of the Anglo-Saxon origin.

These factors make up the standard of documents’ writing. Special forms help to focus readers’ attention on major information and simplify process of making a deal.

There are the following theoretical problems in studying the problem. First of all, there is a difficulty to draw a line between formal and informal English, as the latter influences formal style greatly. Sentences in documents are too long and bookish to be used freely. Documents are devoid of personal pronouns *I, we, you*. The language of documents lacks force and vividness to keep strict to the point. Meanwhile, it is hard to keep one’s attention while reading them due to this trait.

Contract is a type of a business document presenting an agreement for the delivery of goods, services, etc., approved and signed by the Buyer and the Seller. Its aim is to state conditions binding two parties in a deal and to reach agreement between them.

Contract has a written standard form. It also has some essential clauses, such as contract number, subject of contract, quality and price of goods, delivery terms, packing and marking, transport conditions, arbitration, force majeure, judicial addressees of the sides and their signatures. Some articles may be supplemented and altered. Every clause has its own specifics.

Besides a contract form, there are other forms related to it: Supplement to Contract, Order and Order Confirmation. The Master Pattern as a basis for standardised forms of enquires and offers is used at pre-contract stages of a deal. Contract is supported with requests, remindings, verifications of different terms, guarantee, waving inspection letters, etc.

Contracts differ in the point of deliverance, the way of deliverance, payment terms. Delivery terms are marked with the International Commercial Terms (Incoterms), which are mostly abbreviated. Abbreviations serve as signs of the code of documents.

Contracts can be export and import (orders). Import contracts include harder conditions towards sellers than export ones. As textual varieties contracts can be administrative-managerial, financial-economical, advertising, scientific-technical and artistic-publicational by sphere of circulation. The subject of a deal may be ordering and purchasing of oil products, machinery tools, grain, timber, and whatever possible.

As a type of a document, contract fixes some information. Stylistic peculiarities of contract are concreteness, conciseness, clearness of the idea, high capacity of information, strict logic, clear rhythm of sentences, word repetitions which accent the main idea, no connotations, cliches and stamps, usage of monosemantic words and words in their direct logical meaning, division of text into chapters, paragraphs, points, presence of definite syntactic structure.

The major difference of contract from other business papers is that it is made up by two sides, and information in them is approved by them both. All informational details are not suitable. Contract is formal, complete, clear, concrete, correct and concise. It is also neat and has an attractive arrangement. The tone of contract is neutral and devoid of both pompous and informal language. It means there are no colloquial words and expressions, idioms, phrasal verbs. Abbreviations are not used if possible. Full forms of words are preferable. Sums are written both in figures and words.

Grammatical peculiarities of contact are characterised by high usage of verbals. Its text is presented mostly with infinitive and participial constructions. Among infinitive constructions are singled out those ones with the Simple / Indefinite and Perfect Infinitives as adjuncts to active and passive (only in newspapers and contracts) verbs and the Simple Infinitives as complex adjuncts to active verbs.

Participial constructions are of the following types. Participle I refers to a noun in the General Case which goes before the participle. Perfect Participles are rare. Participle II either follows or precedes a noun.

As for the tense-aspect forms of the English verb, the Indefinite and Perfect tenses, both in the Active and Passive voices, are used instead of analytical forms. The past tenses are rarely used.

*Shall* and *should* are used with all numbers and persons. Omitting *if* in subordinate clauses is another feature of contract. The definite article is used with ships, the words *Buyers* and *Sellers*. It is not used, though, after prepositions of the Latin origin *per* and *ex*, with nouns followed by a number in sizes, codes, etc.

Lexical peculiarities of contract are the following. The lexicon of contract is stable. All words are used in their exact meaning. There is no emotional colouring of words. Practically in every contact there are compounds with *where-, here-, there-* (*whereas, thereby, herewith, thereto*, etc.), *hereinafter, the aforesaid*, phrases: *(it’s) understood and agreed, including without limitation, assignees and licensees, without prejudice, as between us, solely on condition that, on conditions that, on understanding that, subject to,* and others. In contracts are used words of the Latin origin: *pro rata, pari passu, inferior, superior, ultima, proxima, extra*, andFrench words: *force majeure, amicably.*

In such a way, all the formulated tasks have been solved and the purpose of the research has been reached. Linguistic peculiarities of contract, a kind of written business English, have been studied as groups of stylistic, grammatical and lexical peculiarities.

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