

LEXICAL FEATURES OF ENGLISH FOR BUSINESS CONTRACTS

In this research we will analyze the stylistic lexical features of English for business contracts, namely their lexical features.

1. *Formal words.* Formal language indicates that it is a special occasion, quite different from ordinary discourse. Formal language is one of the traits of the contract lexicon. Compared with general English, English for business contracts is very formal. A lot of formal words, which are rarely used in general English, are used in English for business contracts. Here we list just a small sampling:

Formal Words	Common Words
approximately	around
commence/ initiate	begin/ start
construe	explain
convene	call
employ	use
notify	tell
present	give
execute	sign
terminate	end

Formal words are also frequently employed in English for business contracts. Generally speaking, most of them originate from Latin, French or other languages. The function of these words is to increase precision and avoid ambiguity in business contracts and increase the seriousness of the content. English for business contract makes direct and clear specifications for exact meaning and the wording must be formal and does not bring individual emotional hint.

2. *Archaic words.* A distinctive feature of English for business contracts is the use of archaic words, which are employed frequently in legal documents but not commonly used in other varieties. These words often appear in the form of compound adverbs. They are formed by adverbs «*here, there, where*» combining with some particles as «*after, at, by, from, in, of, to, under, upon, with, as, etc*». e.g., *hereto, herein, hereby, hereof, whereby, thereafter, etc.* «*Here*», «*there*» and «*where*» in these compounds mean «*this*», «*that*» and «*what or which*» respectively. For example, *Hereto... to this... / Thereby...by that... / Whereof...of which...*

The use of archaic words helps maintain the formality of English for business contracts as well as the exactness of the content and avoid misinterpretation or ambiguity. Archaic words make the texts rather concise and accurate. At the same time, they make the contracts difficult to comprehend because they are rarely used in our daily life. The frequent use of archaic words renders the texts rather formal and forms a distinctive feature of English for business contracts.

3. *Loan words.* In English for business contracts, loanwords, especially those that are of Latin or French origin are frequently employed. Latin words were gradually pervaded into English along with the introduction of Christianity; while French was borrowed to enrich English for the historical reason of the Norman Conquest in the year of 1066. Those loanwords are conserved in legal English for their preciseness and mono-meaning. Hence they are also readily found in English for business contracts.

The «force majeure clause» belongs to general provision that is widely used in business. Let's have a look of the following sentence: *In case of force majeure, such as war, serious fire, flood, typhoon and earthquake or other events of force majeure, the seller shall not be held responsible for delay in delivery or non-delivery of the contracted goods.*

In this sentence, the term «force majeure» is a legalese from French which means insuperable force or an event or effect that cannot be reasonably anticipated or controlled. In English for business contracts, a large number of legal terms are preserved which are of Latin or French origin. Loanwords are of stabilized meanings, which are conducive to accurate expression of the legal concepts.

4. *Technical Terms.* A contract is a legal document which is signed and obeyed by both parties. Therefore the language of contracts should embody definitiveness and exactness. One characteristic of English for business contracts is shown by using technical terms. For example: *Within the validity period of contract, license shall not disclose or divulge know-how to any third party without prior written consent of licensor.*

In the above sentence, «know-how» has such an exact meaning as to demonstrate the technical information, design, production procedures and other information of product with license.

In order to describe exactly both parties' rights and obligations in business exchange, many legal terms are used in business contracts. For example: *In processing transactions, the manufacturers never have title either to the materials or to the finished products.*

According to *American Heritage Student's Dictionary* (2000), «title» in the above sentence means the legal right or claim to ownership or possession. So "title" shall be regarded as a legal term rather than an ordinary word.

5. *Coordination of Synonyms.* In legal English, two synonyms can be used together. This usage occurs frequently. It is especially an outstanding characteristic of contracts, for by using it, ambiguity can be avoided or reduced. Let us look at the following sentences: *They declared the contract null and void. The packing and wrapping expenses shall be borne by the buyer.*

The purpose of this usage is not only to respect the tradition, but also to seek accuracy and completeness of meaning. Legal English adheres much to tradition, which is mentioned by many linguists. There are many such synonymous pairs: *terms and conditions, settle claims and debts, import duty and tax, customs and usages, missing and disappeared person, willful and malicious injury, elderly and aged*, etc. The synonyms and near-synonyms in each phrase are usually connected and the second part is often used to reaffirm and complement the first part.

Sometimes, draftsmen may use some combinations of synonyms to make the meaning more rigorous, accurate and complete. For example, alteration, modification

or substitution; defaced or altered; loss, injury, or damage; use, misuse, or abuse; in contract or in tort; expressed or implied; altered or amended; repair or replacement. Among them, loss, injury, or damage; in contract or in tort; expressed or implied are frequently used formulas. Some words, which are not synonyms or near-synonyms, are also used together for accuracy, for instance: breaking and entering, shall be or remain liable, etc. It is blameless to use commonly used reduplications of synonyms or near-synonyms to obey the habit of legal English, while it is necessary to avoid using superfluous words.

References:

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Anastasiya LUTSYSHYN

Stenden University of Applied Sciences , Leeuwarden, Netherlands

SOCIAL MEDIA IN POLITICAL PROCESSES

These words perfectly represent politics, because politics as a great mechanism that creates an imaginary world often refers to lies and promises. How often have you heard about beautiful plans from politicians before elections, which they desperately promise will reach fruition? How often, then, do these promises come true?

Effectiveness of the political sphere of any country can best be estimated by analyzing communication that takes place at all levels of the state. First, political communication can be divided into two groups: (1) vertical, and (2) horizontal. Vertical communication is a top-down communication which helps to link the different levels of organizations and to coordinate their activities. This occurs, for example, when supervisors give specific instructions to execute or to provide information. On the other hand, horizontal communication is made between those who are in the same level of hierarchy. Such exchanges of information provide coordination of activity. Studies show that the effectiveness of horizontal communication reaches 90% due to a significant level of understanding about the nature of tasks and related problems.

Nevertheless, the use of online resources is still a new trend, so politicians had to learn quickly how to use social media to engage a broader audience. A good example is Barack Obama who has more than ten profiles on social networks from MiGente, to Facebook, to BlackPlanet. Yet most politicians' personal opinion regarding the use of Internet resources remains veiled, meaning the issue needs more study. Candidates feel that social networks are not informative or inspirational, but