

LINGUISTIC PECULIARITIES OF ENGLISH AND ARMENIAN BUSINESS DOCUMENTS*

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English has become the global language of business. As such, it is potentially an instrument of order and clarity. Writing is not only a means of communication and contract, but also a record of affairs, information, events, etc. So it is necessary to feel the spirit and trend of the style in order to write perfectly. Doing business means working out agreements with other people, sometimes through elaborate contracts and sometimes through nothing but little standard forms, through exchanges of letters and conversations at lunch.

Nowadays more and more agreements are made in English, for English is the nearest thing we have to a universal business language. Joint ventures, bank loans and trademark licenses frequently are spelled out in this language even though it is not native to at least one of the contracting parties.

Any serious deal should be struck with the help of contracts and agreements. A contract is a legally binding or valid agreement between two parties. The law will consider a contract to be valid if the agreement contains all of the following elements: [1]

- offer and acceptance;
- an intention between the parties to create binding relations;
- consideration to be paid for the promise made;
- legal capacity of the parties to act;
- genuine consent of the parties; and
- legality of the agreement.

A contract or agreement is a guarantee that different people will cooperate in accordance with a certain business strategy, and their interests will be taken into consideration by their partners. Contracts specify the terms of agreements, services or products to be exchanged and any deadlines associated with the partnership. Business contracts prevent disputes and misunderstandings, providing for legal remedies if one party does not uphold his end of the contract. Knowing how to write a business contract can protect you and your business.

Written contracts provide individuals and businesses with a legal document stating the expectations of both parties and how negative situations will be resolved. Contracts also are legally enforceable in a court of law. Contracts often represent a tool that companies use to safeguard their resources. 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[2]

The chosen problem is very essential and urgent, because linguistics lacks its precise description. There is a clear-cut between formal and informal styles of English and Armenian, but there is no strict difference between spoken and written business in both languages. 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.

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Հոդվածը տպագրության է երաշխավորել ՄՄՀ օտար լեզուների ամբիոնը:

On the whole 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?

The article comprises investigation of linguistic peculiarities of a contract which make technique of its writing obligatory for people involved in drawing up business documents. It investigates 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 in both languages. Main features of formal English as the language of business correspondence are pointed out. The structure of contract and its main clauses which are characteristic of this type of documents are described. Peculiarities of contract, dividing them into three general groups of stylistic, grammatical and lexical peculiarities are described. Examples illustrating grammatical, lexical and stylistic peculiarities of contracts have been picked up.

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.

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.

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 style of the language is a system of interrelated language means which serve a definite aim in communication.[3]

Language expresses the vast range of human relationships, and some are more formal than others. It is not an easy matter to draw an exact line between formal and informal English.[4] Formality of language varies in relation to such factors as public, private occasion, the size of the audience, the relationship of the speaker/writer with the audience, and so on. The ability to vary your language according to the situation is often considered a mark of an educated person, ability to vary your language according to the situation is often considered a mark of an educated person.

Formal language, even when spoken, is often associated with the conventions expected of written standard English. At its most extreme, formal language is signalled by complex, complete sentences, impersonality, avoidance of colloquial or slang vocabulary, and words often derived from Latin.

Informal language is characterised by a simpler grammatical structure (i.e. loosely-connected sentences and phrases), personal evaluation, and a colloquial or slang vocabulary.

In writing there are three recognized levels of formality, each of which uses different vocabulary and different sentence structure.

1. Informal language may make use of slang and colloquialisms, employing the conventions of spoken language. However, it is too casual and loose to be acceptable for academic writing.

2. Medium language uses general language, falling in between informal and formal writing. It is acceptable for academic writing.

3. Formal language uses a Latinate vocabulary and rhetorical devices to create literary-like effects.

Having compared the language of business Armenian and business English it has been seen that business Armenian and business English have much in common.

The language of business English and business Armenian is formal.[5] It is used in business correspondence, official reports regulations and contracts. Actually, it is always written. It should be formal, complete, clear, concrete, correct and concise.[6]

There are various degrees of formality in English and in Armenian. The sentences in Armenian and English followed both mean the same idea but would occur in different situations. The first sentences are fairly neutral (common core) style, while the second ones are very formal and would only occur in written business documents.

e.g. Այս դիմումի համաձայն՝ նրան ազատեցին աշխատանքից: (informal)

Սույն հայցի հանաձայն՝ նա վտարվեց աշխատանքից: (formal)

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)

Indeed, there are many differences in the vocabulary of formal and informal business correspondence in Armenian and English languages.

e.g. Formal	Informal
սույն	այս
հայցել	դիմել
վտարել	ազատել
ստույգ	ճշգրիտ
ներհակ	անհամաձայն
շրջանցել	աչքաթող անել
արձանագրել	գրի առնել

Much vocabulary of formal English is of the French, Latin and Greek origin (Latin: pro rata, pari passu, inferior, superior, ultima, proxima, extra; French words: force majeure, amicably). 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

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

e.g. Formal style	Informal style
Discover	find out
Explode	blow up
Encounter	come across
Invent	make up
investigate	look into

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. A lot of formal words, which are rarely used in general English and Armenian, are used in English and Armenian for business contracts.

Hence, every type of business documents has its own set phrases and cliches 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.

The lexicon of contract in English and Armenian has its own specific features. It is rather stable and words have their only exact meaning without emotional colouring.

*The following words and phrases are used in Armenian contracts **հետևաբար, այսպիսով, քանի որ, ուրեմն, այսուհետ, դրանով իսկ**, also word combinations with Old Armenian prepositions **առ, ի, ըստ, ընդ, առ այն, ըստ որում, ի գիտություն, ի դեմս**.*

e.g. ԱՐԱՐԱՏ ԲԲԸ ՍՏԵՓԱՆԱԿԵՐՏ մասնաձյուղը (այսուհետ՝ Վարկատու), ի դեմս մասնաձյուղի կառավարիչ Արման Ազատյանի՝ մի կողմից և քաղաքացի Գոհար Սեյրանի Մնացականյանը (այսուհետ՝ Վարկառու) մյուս կողմից, կնքեցին սույն պայմանագիրը հետևյալի մասին:

*Practically in every contact in the English language there are compounds with **where-**, here-, there- (whereas, thereby, herewith, thereto, etc.), hereafter, 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.*

e.g. By this contract, {Payer} agrees to make payments to {Payee}, hereafter known as "Lender," by the following schedule in exchange for {Product/services rendered}.

Spoken English and Armenian are full of various vocabulary, both standard and slangy. There are different connectors, such as well, you see, a kind of which cannot be used in written business language. They are logically excluded because of a little amount of information they convey. Business documents, on the contrary, convey a lot of information. So, in business language a person can come across a definite number of words and word combinations which make up lexical peculiarities of their texts.

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. According to linguists L.Ezekian and N. Lukianova contracts in Armenian and English have the same stylistic peculiarities:[7]

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 cliches 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)

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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 great importance in texts of contracts.

On the whole, grammar of any contract may be characterized as rather simple and formal.

The most widespread grammar tenses for Armenian business contracts are the present tense forms of the indicative mood.

e.g. Մեր ձեռնարկությունը տեղեկացնում է մատակարարներին, որ գլխավոր պայմանները ընդգրկված չեն պատվերում:

As for the grammar tenses which are used in English contracts, 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)

e.g. The Agents **shall bear** all transport expenses from... (Future Indefinite)

e.g. Our firm **informed** the Suppliers that the general conditions **were** no/ 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. 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**. [8] 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 fulfillment of the obligations. (3d p., sing); e.g. The Buyers **shall** obtain the import license. (3d p., 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 contracts 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. 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:[9]

- 1) an adjunct to an active verb;
- 2) an adjunct to a passive verb'

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- 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.

e.g. We won't fail **to provide** full particulars as soon as possible.

e.g. 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.

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

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

e.g. Should the Buyers fail **to keep** this rate of unloading...

e.g. 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).

e.g. 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.

In Armenian business contracts the infinitive with its structures and word combinations in declined forms are mainly used (ընդունել, կատարել, կարգադրել, ազատել, ի գիտություն ընդունել, նկատի ունենալով, հետաձգել and so on).

e.g. Նկատի ունենալով ապրանքի սահմանված բարձր գները՝ ընկերությունը որոշեց հետաձգել բանավեճը:

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.

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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.

e.g. 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;

e.g. 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...

e.g. ...and India Electric Company, hereinafter referred to as the Buyers...

Although in Armenian it is always singular, (*Գնորդը-Վաճառողը*) in English it can be either singular or plural **the Buyers - the Sellers, the Buyer - the Seller; Buyer - Seller**

That is why all variants are possible: **the Buyers - the Sellers, the Buyer - the Seller; Buyer - Seller**. The most common is the first variant though the others are also possible.

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

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

e.g. 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**. e.g. 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;**

e.g. under **paragraph 9** of your General Conditions of the order; e.g. in accordance with **clause 6** of the agreement.

In Armenian contracts nouns especially abstract nouns with prefixes (**-ույ** and **-ություն**) are frequently used.

e.g. Ցուցում, որոշում, տնօրինում, վերականգնում and so on.

In order to discover morphological regulations academic S. Abrahamyan has carried out statistical researches in some texts of official business Armenian language. It turned out that from 853 words used in texts 509 (59,7%) are nouns, 116(13,6%) are adjectives, 71(8,3%) are conjunctions, 52 are verbs and numerals, 36 are link words, 17 are pronouns. It is very natural that modal words and interjections were absolutely not used.[10]

From the above-written it can be concluded 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. The lexicon of contract both in Armenian and English is stable. All words are used in their exact meaning, there is no emotional colouring of words. Business Armenian and business English are marked by the particular choice of tenses and grammatical constructions.

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ԱՄՓՈՓԱԳԻՐ

**Լեզվական առանձնահատկությունների հետազոտումը հայերեն և անգլերեն լեզուներով
Գոհար Մնացականյան**

***Բանալի բառեր**՝ պայմանագիր, պաշտոնական ոճ, լեզվական առանձնահատկություններ, գործարար անգլերեն, գործավարություն:*

Այսօր անգլերենը համաշխարհային գործարարության լեզուն է: Ջբաղվել գործարարությամբ՝ նշանակում է կապել պայմանագրեր և համաձայնագրեր տարբեր մարդկանց հետ: Գործարարությանը վերաբերող փաստաթղթերն ունեն ստանդարտ գրավոր ձև: Նման փաստաթղթերը գրվում են՝ համաձայն որոշ պաշտոնապես ընդունված ձևերի՝ ընդհանուր բոլորի համար, ովքեր ցանկանում են գործարարությամբ զբաղվել: Հոդվածը նվիրված է պայմանագրերի տեքստերի լեզվական առանձնահատկությունների հետազոտմանը անգլերեն և հայոց լեզուներով: Հոդվածում բացահայտվում է պայմանագրի կոնկրետ բնույթը՝ որպես գործավարության տեսակ:

РЕЗЮМЕ

**Языковые особенности в текстах договоров в армянском и английском языках
Гоар Мнацакян**

Ключевые слова: контракт, деловой стиль, языковые особенности, бизнес-английский, переписка.

В настоящее время английский язык является универсальным языком бизнеса. Ведение бизнеса означает разработку договоров и соглашений с другими людьми. Бизнес-документы имеют стандартную форму письменного. Такие документы пишутся в соответствии с некоторыми официально принятыми формами, общими для всех, кто хочет заниматься бизнесом. Статья посвящена исследованию языковых особенностей в текстах договоров в армянском и английском языках. В статье раскрывается конкретный характер договора как вида деловой переписки.

SUMMARY

**Linguistic Peculiarities of English and Armenian Business Documents
Gohar Mnatsakanyan**

Nowadays English is a universal business language. Doing business means working out contracts and agreements with other people. Business documents have a written standard form. Such documents are written in accordance with some officially accepted forms, common for everybody who wants to do business. The article is devoted to the investigation of linguistic peculiarities in texts of contracts in the Armenian and English languages. The article reveals a specific character of a contract as a type of business correspondence.