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Untying the Gordian knot: interpreting extended term-forming patterns

While it is true that phraseological units in legal discourse have received some attention in recent years, the fact remains that extended units of meaning (Sinclair 2004) have not been investigated sufficiently enough. This also applies to complex term-forming patterns (Biel 2014b), which “may be seen as frozen collocations due to their high structural stability” (Biel 2014b: 180). The paper thus examines extended term-forming patterns extracted from two comparable corpora of contracts by means of WordsmithTools 6.0 (Scott 2012) and accounts for their interpretation by consulting the extralinguistic context. The paper also attempts to propose a translation approach to such extended units of meaning, given the fact that some of their constituents are often specific either to a certain legal system or to an area other than law, thus calling for a complex interdisciplinary approach to the interpretation of such units. The paper may thus represent a useful resource for legal translator training since it reveals the patterning of terms in the genre of English and Croatian contracts.

Key words: contracts; corpora; extralinguistic context; generic conventions; extended term-forming patterns.

1. Theoretical underpinnings

There have been very few attempts in legal phraseology to establish a typology of phraseological units (Kjær 1990; 2007). It is suggested that most idiomatic word combinations are not usually applied in the language of law. Instead, according to Kjær, the idiomatic expressions most frequently found in legal discourse include:

- (1) multi-word terms;
- (2) specialized collocations; and
- (3) formulaic expressions and standard phrases.



More recently, Biel (2014b) proposed that legal phraseological units may be grouped into the following categories:

- (1) text-organizing patterns (e.g. amending and closing formulas);
- (2) grammatical patterns (e.g. patterns which express deontic modality such as *shall, must, should, may*);
- (3) term-forming patterns (multi-word terms);
- (4) term-embedding collocations, i.e. collocates of terms which embed terms in cognitive scripts, evidencing their combinatory properties (e.g. *to hold shares*);
- (5) lexical collocations (e.g. *subject to this Regulation*).

Biel's typology of legal phrasemes includes multi-word terms, which she defines as "collocates of a generic term which form more specific multi-word terms of varying degrees of terminologicality" (Biel 2014b: 180). Although some scholars would argue that terms belong to the discipline of terminology, in legal language "the boundary between a phraseme and a term is blurred" (Biel 2012: 227). As a matter of fact, "many terms combine with other lexical units, either as nodes or collocates, to form more specific terminological units" (Biel 2012: 227). As suggested by Biel (2014b: 180), the most productive pattern among this type of phrasemes is Adj+N or N+N, but such terminological units may also display very complex structures (e.g. *common draft terms of cross-border merger*). In an earlier publication, Biel points to the fact that "in practice the distinction between a multi-word term and N+N/Adj+N is problematic" (Heid 2001: 791, L'Homme et al. 2003: 156 cited in Biel 2014a: 38). This is the case with units like *company limited by shares* and *company limited by guarantee*, both of which can be viewed either as collocations or as more specific terms of the term *company*. Since this study focuses on Sinclairian extended units of meaning and since most dictionaries traditionally focus on binary units (Gabrovšek 2014: 7), the extended term-forming pattern is for the purpose of this study defined as a collocate of a generic term or more specific term consisting of at least three lexical elements.

As far as the theory of legal translation is concerned, it must be noted that a considerable amount of research has been done on translation strategies for terms in legal language (Šarčević 1997; Varó & Hughes 2002; Cao 2007). Most studies, however, have focused on the system-bound nature of legal terms and have ignored categories such as multi-word terms or collocations. Furthermore, the approaches to legal translation proposed in the above-stated works have mostly refrained from relying on large legal corpora and corpus-based methods (Biel 2010: 6) for the purpose of proposing translation strategies for different types of legal phrasemes.



Some recommendations can be found in Orozcco & Sánchez Gijón (2011: 27), who advocate the choice of “collocations and phraseologically functional equivalents in order to produce a target text that satisfies reader expectations with regard to syntax and style conventions”. The same view can be found in Matulewska (2013: 83), who suggests that “if a translandive lingual unit is a collocation, then a translative lingual unit is based on a functional equivalent”, with *translandive* referring to the source and *translative* to the target text. This is, as pointed out by Biel (2013: 6) desirable, but not always possible. Thus, if we deal with incogruous terms, “it is highly likely that the entire script / mental model in which such a term is embedded is missing in the target language; hence, there will be no functional collocations for its equivalent” (2013: 6). In such cases we are uncertain whether these terms “inherit their collocational patterns from their generic concepts or [...] develop their own collocations” (Biel 2014a: 117).

This paper thus focuses on extended term-forming patterns (longer than two constituents) in two comparable English (EnCon) and Croatian (CroCon) corpora of contracts and attempts to answer the following research questions:

- (1) Which perspectives need to be combined in order to successfully interpret extended term-forming patterns?
- (2) How can we approach the translation of extended term-forming patterns if corpus data fail to produce congruent patterns?

2. Data

To answer the research questions, we relied upon our bilingual comparable corpus of contracts. The corpus consists of Croatian and English contract samples, with Croatian ones downloaded from the digital edition of the book *Zbirka ugovora građanskog i trgovačkog prava 4* (Junačko & Rotar 2007) and the English ones mainly downloaded from the online edition of *Encyclopaedia of Forms and Precedents* (Millet & Walker 2014).

Given the fact that “corpora intended for LSP can be smaller than those used for LGP studies” (Bowker & Pearson 2002: 48), it can be claimed that the Croatian corpus (CroCon) of 105,583 and the English one (EnCon) of 434,118 tokens are of sufficient size. Since contracts tend to display a high degree of repetitiveness (Goźdz-Roszkowski 2006: 148) and low variation in word choice (Goźdz-Roszkowski 2011: 142), we can claim that corpora are comparable linguistically.

Two general-purpose corpora were consulted for the purpose of referencing,



hrWaC 2.0. (Ljubešić & Klubička 2014) for Croatian, consisting of 1,397,757,548 tokens and the BNC¹ for English, consisting of 112,181,015 tokens.

3. Methodology

The paper combines quantitative and qualitative corpus analysis. In the qualitative analysis we searched the corpus to find collocates of the chosen nodes using Wordlist and Concordance options in *Wordsmith Tools 6.0*. (Scott 2012). After a close reading of the listed concordances (qualitative analysis), we isolated all examples of extended term-forming patterns that occur at least twice in the whole corpus. Minimum frequency of occurrence is usually set at 5, but because extended units of meaning occur less frequently than the binary ones typically represented in bilingual dictionaries, we decided to set it at 2. After all, frequency is not the main criterion for all types of phraseological units (e.g. term-forming patterns and term-embedding collocations) (Biel 2014a). As far as the analysis of the reference corpora is concerned, the corpora were queried with Sketch Engine software (Kilgarriff et al. 2014) and its Concordance tool.

The nodes were chosen following Pontrandolfo's methodology for extracting lexical collocations (2013), who accounts for the choice of nodes by developing a script, i.e. "a structure that describes appropriate sequences of events in a particular context" (Schank & Abelson 1977: 141 cited in Pontrandolfo 2015: 144. A contract script may thus have the following sequence: One PARTY makes an OFFER to another PARTY which suggests that they make a CONTRACT/AGREEMENT/DEED on certain TERMS. If the offer finds ACCEPTANCE with the other party, it is deemed that both parties have the same understanding of the terms of the agreement. In English law, however, the contract needs to be supported by CONSIDERATION in order to exist. This usually refers to the key OBLIGATIONS, which must be completed within a certain period of TIME. Once these obligations have been completed, the parties have reached the moment of essential TERMINATION. Other reasons to terminate a contract include: impossibility of PERFORMANCE, BREACH OF CONTRACT, PRIOR AGREEMENT and RESCISSION.

The description of the contract script enabled us to identify 14 terms in EnCon and 12 terms in CroCon (see their respective frequencies in Table 1), whose context we scrutinized to see which "subtypes" or "typical properties" (Biel 2014b: 180) they denote.

¹ <https://www.sketchengine.co.uk/british-national-corpus/>. Accessed: 23 September 2016.



Table 1. Nodes chosen to represent a contract script and their frequency in EnCon/CroCon

Nodes in EnCon and their frequency	Nodes in CroCon and their frequency
<i>agreement</i> (2,731)	<i>ugovor</i> (2,654)
<i>contract</i> (538)	
<i>deed</i> (378)	
<i>party</i> (1,628)	<i>strana</i> (1, 294); <i>stranka</i> (49)
<i>offer</i> (105)	<i>ponuda</i> (39)
<i>acceptance</i> (44)	<i>prihvat</i> (194)
<i>consideration</i> (105)	<i>protučinidba</i> (4)
<i>term</i> (1,301)	<i>uvjet</i> (114)
<i>time</i> (1,479)	<i>vrijeme</i> (206); <i>rok</i> (366)
<i>obligation</i> (775)	<i>obveza</i> (392); <i>obaveza</i> (8)
<i>termination</i> (251)	<i>otkaz</i> (34) / <i>otkazivanje</i> (6)
<i>performance</i> (171)	<i>ispunjenje</i> (37) / <i>ispunjavanje</i> (4)
<i>breach</i> (269)	<i>kršenje</i> (4)
<i>rescission</i> (3)	<i>raskid</i> (33)

As shown in Table 1 and suggested in an earlier study (Dobrić Basanež 2015: 182), the term *agreement* is more frequent than the term *contract* as a designation for various types of contractual undertakings. Also, in the UK, contracts under seal are usually referred to as *deeds* (Rossini 1998: 11). The Croatian language, on the other hand, refers to contracts, agreements, and deeds as *ugovori*, which explains the discrepancy in the number of the chosen nodes. CroCon also contains two variants for the English node *party*, i.e. *strana* and *stranka*. The term *time* is usually rendered as Croatian *vrijeme*, but it may also be rendered as *rok* (*deadline*).

4. Results

In section 4.1. we present our results extracted from EnCon and CroCon using WordSmith Tools 6.0. (Scott 2012), and their frequencies in the reference corpora.

4.1. Extended term-forming patterns in EnCon

The analysis of term-forming patterns in EnCon revealed some binary multi-word terms (e.g. *Planning Agreement*, *Building Contract*, *deed of easement*). These are not listed in Tables 2 and 3 since, as explained above, this paper deals with term-forming patterns consisting of at least three lexical elements.

Table 2. Extended term-forming patterns in EnCon.

Extended term-forming patterns in EnCon	Frequency in EnCon	Frequency in the BNC
<i>authorised guarantee agreement</i>	146	0
<i>Contracts (Rights of Third Parties) Act</i>	36	10
<i>car lease agreement</i>	27	0
<i>third party rights</i>	16	20
<i>schedule to this agreement</i>	13	1
<i>Additional Consideration Debt</i>	8	0
<i>credit card agreement</i>	6	2
<i>business transfer agreement</i>	6	0
<i>duly authorised representatives of the parties</i>	6	7
<i>Special Measures Termination Event</i>	5	0
<i>appointment agreement for building surveying services</i>	4	0
<i>Hire Purchase Agreement</i>	4	52 (<i>hire purchase agreement</i>)
<i>current account switch agreement</i>	3	0
<i>Minimum Performance Criteria</i>	3	64 (<i>performance criteria</i>)
<i>authorised guarantee agreement for the residue of the relevant liability period</i>	2	0
<i>conditional agreement for sale</i>	2	3 (<i>conditional agreement</i>)
<i>agreement for sale of part of freehold property</i>	2	0
<i>standard services agreement</i>	2	
<i>third party claims</i>	2	29
<i>third party intellectual property rights</i>	2	9
<i>third party losses</i>	2	0
<i>third party risks</i>	2	11



Table 2 suggests that titles of different contracts represent complex term-forming patterns. Some of them occur only twice in the whole corpus, mainly because subsequent textual references are shortened to *Agreement*, *Contract*, or *Deed*. The fact that some units are more frequent in the reference corpus than in CroCon can be accounted for by the fact that they either stem from contracts, acts regulating the business of contracts, or articles reporting on persons entering into contracts.

4.2. *Extended term-forming patterns in CroCon*

Similarly as in EnCon, there are also instances of binary multi-word terms in CroCon, e.g. *ugovor o kupoprodaji* (*sale and purchase agreement*), *ugovor o najmu* (*lease agreement*). Here, however, there is a higher frequency of designations for some types of contractual undertakings, which might lead us to the conclusion that Croatian contracts tend to use full title renderings throughout the text of the contract (e.g. *ugovor o kupoprodaji*). By extending the unit *ugovor o kupoprodaji*, however, we can easily detect that it forms part of more specific designations referring to sale and purchase agreements, e.g. *ugovor o kupoprodaji nekretnine s pridržajem prava vlasništva* (*agreement for purchase and sale of real property containing a retention of title clause*), *ugovor o kupoprodaji nekretnine s obročnom otplatom cijene* (*instalment sale agreement*), etc.

The same applies to the unit *ugovor o djelu* (*service agreement*), whose extensions also involve more specific service agreements, e.g. *ugovor o djelu s ugovornom kaznom* (*service agreement containing a liquidated damages clause*), *ugovor o djelu s alternativnom obvezom* (*service agreement containing an alternative obligation clause*), etc. as well as to the unit *ugovor o osnivanju služnosti* (*deed of servitude*), the extensions of which refer to specific types of personal servitudes, e.g. *ugovor o osnivanju služnosti paše* (*deed of servitude granting right of pasture*), *ugovor o osnivanju služnosti na pokretnoj stvari* (*deed of servitude over personal property*), etc. The high frequency of the unit *ugovor o darovanju bez prave predaje* (*deed of donation without the gift immediately passing to the donee*) can be explained by the fact that in the corpus there are several Croatian deeds of donations made in contemplation of death, hence, without the gift immediately passing to the donee.

Some of the units listed in Table 3 are more frequent in the reference corpus than in CroCon. This can be explained by the fact that the reference corpus is significantly larger than CroCon and that all units from hrWac 2.0. stem from the context of contracts. As in CroCon, they form parts of larger units of meaning, e.g.

ugovor o kupoprodaji nekretnine (agreement for purchase and sale of real property), ugovor o djelu redovitog studenta (service agreement for a full-time student). Finally, some of the more specific designations, e.g. *ugovor o djelu s ugovornom kaznom* are non-existent in the reference corpus.

Table 3. Extended term-forming patterns in CroCon.

Extended term-forming patterns in CroCon	Frequency in CroCon	Frequency in hrWaC 2.0
<i>dodatak ovom ugovoru (attachment to this agreement)</i>	7	4
<i>ugovor o darovanju bez prave predaje (deed of donation without the gift immediately passing to the donee)</i>	7	0
<i>ugovor o osnivanju služnosti (deed of servitude)</i>	6	5
<i>posebni uvjeti za osiguranje od (special insurance conditions)</i>	6	0
<i>ugovor o preuzimanju ispunjenja (agreement for the takeover of performance)</i>	3	14
<i>ugovor o osnivanju osobne služnosti (deed of personal servitude)</i>	3	0
<i>ugovor o radu na određeno vrijeme (fixed-term employment agreement)</i>	3	561
<i>jednostrani raskid ugovora (unilateral termination of agreement)</i>	3	19
<i>ugovor o djelu opremanja hotelskih prostora (agreement for providing furnishing services at hotel premises)</i>	2	
<i>pisani dodatak ovom ugovoru (written attachment to this agreement)</i>	2	0
<i>diskontirane neplaćene obveze (outstanding obligations at a discount rate)</i>	2	0



5. Discussion

In the following section we interpret our corpus findings in light of our two research questions stated at the beginning of the paper. In section 5.1. we address the question of perspectives necessary to interpret the extracted term-forming patterns, while in section 5.2. we discuss the problems of translating those patterns.

5.1. *Interpreting term-forming patterns*

Our corpus findings suggest that extended term-forming patterns denote “typical properties” or “subtypes” (Biel 2014a) of the nodes. This is best illustrated by the unit *Additional Consideration Debt*, which suggests that there was a “main” consideration exchanged under the original agreement and an additional one, which must be exchanged under the terms of the Agreement for the Assignment of Debt.

Typical properties of agreements and contracts are also expressed through the units *schedule/exhibit to this agreement* and *pisani dodatak ovog ugovora/ovom ugovoru*, suggesting that attachments form typical parts of contracts. While in the Croatian legal system these attachments have no special designations, in English contract law we distinguish between two types of attachments, i.e. a schedule and an exhibit. As suggested by Triebel (2009: 170), the exhibit is a stand-alone document, unlike the schedule, which often contains long lists such as warranties and representations, both of which are classified as typical contract clauses, but form part of the schedule due to their length.

The abundance of subtypes of contracts and agreements is best evidenced by the various titles of contractual undertakings. For instance, although its name implies a certain act of sale, *hire purchase agreement* actually refers to an agreement, “whereby an owner of goods allows a person, the hirer, to hire goods from him for a period of time by paying instalments”.² The term purchase, alternatively, refers to the option of the hirer to buy the goods once all instalments have been paid. Another example includes the extended term-forming pattern *authorised guarantee agreement*, which designates a special type of lease agreement created by the *Landlord and Tenant (Covenants) Act*, hence, through an authorised guarantee agreement landlords can require tenants to guarantee the liabilities of third parties to whom they or their guarantors might assign the lease.³ Similarly, *ugovor o osniv-*

² <http://www.lawteacher.net/free-law-essays/commercial-law/hire-purchase-agreements.php>. Accessed: 8 November 2016.

³ <http://www.out-law.com/topics/property/investment-/guarantees-on-lease-assignment-implications-for-landlords-and-their-lenders/>. Accessed: 8 November 2016.



anju osobne služnosti prava stanovanja (deed of servitude granting right of habitation) and *ugovor o osnivanju služnosti na pokretnoj stvari* are more specific than *ugovor o osnivanju služnosti* and point to the diversity of servitudes that can be granted. The same applies to the units *ugovor o djelu opremanja hotelskih prostora* and *standard services agreement*, both of which are more specific than their binary counterparts *ugovor o djelu* and *service(s) agreement*.

Finally, the extracted term-forming patterns sometimes consist of units belonging to fields other than law, as is the case with *Special Measures Termination Event*. The wider context of this unit reveals that it is used in the Academy Funding Agreement, suggesting that the constituent *Special Measures* is typical of the phraseology of education institutions. Corpus data support this by providing reference to the *Education Act 2005*. Indeed, a glance at Section 44(1) of the *Education Act 2005* confirms this supposition:

special measures are to be taken in relation to a school if

- (a) the school is failing to give its pupils an acceptable standard of education, and
- (b) the persons responsible for leading, managing or governing the school are not demonstrating the capacity to secure the necessary improvement in the school.⁴

As a result, the unit *Special Measures*, although not part of legal phraseology, acquires a specific meaning when coupled with *Termination Event*, viz. it is interpreted as an event in which the funding agreement may be terminated if the education institution fails to improve its performance.

These examples of extended term-forming patterns suggest that in order to approach the interpretation of such units properly, we need to resort to both the properties of the respective legal system as well as the functioning of a given genre, but also to areas other than law. Law is, after all, a social phenomenon, and as such it regulates a plethora of relationships, thus calling for an interdisciplinary approach to the analysis of phraseological combinations in legal language.

5.2. Translating extended term-forming patterns

As for our second research question, it needs to be pointed out that law is first and foremost a culture-bound phenomenon (Mattila 2013) and translating culture in our

⁴ <http://www.legislation.gov.uk/ukpga/2005/18/section/44>. Accessed: 18 November 2016.



case undisputedly requires not only legal knowledge but also knowledge of other domains that intertwine with law in a given contractual undertaking. Given the nature of the legal systems involved in our analysis, and considering the above extracted term-forming patterns, it is natural that non-equivalence will occur. In such cases, as Žagar Šošarić & Bajčić (2017: 221) righteously note, “legal translators should attempt to make sense out of the source language concept and transfer its meaning as correctly as possible in the target language”. Very often, however, – and this especially applies to translating between unrelated legal systems – we can only attempt to transfer the meaning of a source language term-forming pattern through partial equivalents in the target text. This is best illustrated by two examples from EnCon and CroCon *schedule to this agreement* and *pisani dodatak ovom ugovoru*, with the latter being more general. In other words, the Croatian *pisani dodatak ugovoru*, unlike English *schedule*, never contains long lists of representation and warranties. Instead, there is the pre-contractual information duty imposed by the European Union law, according to which a party to a certain agreement must provide certain information to the other party with whom they conclude a contract (e.g. guarantee that a product to be sold has certain qualities). In common-law contracts, in turn, this is communicated by means of representation and warranties, which results in the tension between the detailed wording of the contract and statute law governing the same matter with respect to the duty to inform:

Would the inclusion of extensive lists of representation and warranties mean that the parties have decided to take the question of the seller’s duty to inform into their own hands? What if the list of representation and warranties does not contemplate a representation that would have been covered by the duty of information contained in the governing law? Shall that particular duty become non applicable because the parties left it out of their representations and warranties? (Moss 2007: 21)

Although answers to these questions “will depend significantly on the degree of information and commercial sense of the judge” (Moss 2007: 21), to a legal translator such debates make the task of translating even more difficult since they create dilemmas between the proper choice of translation strategies. In this particular case, a dilemma arises as to whether to choose the closest functional equivalent in the target legal system extracted from CroCon (*pisani dodatak ugovoru*) or whether to choose a descriptive paraphrase (Šarčević 1997). Since the Croatian unit *pisani dodatak ugovoru* is a paraphrase in its form, it would be best to accompany the translation with a footnote explaining that a *schedule* is *pisani dodatak ugovoru koji sadrži opće izjave i jamstva o valjanosti predmeta ugovora* (*written attachment*



to the agreement containing representations and warranties).

Similarly, the extended term-forming pattern *authorised guarantee agreement* needs to be analysed in the context of the *Landlord and Tenant (Covenants) Act 1995*, which created the possibility of entering into this type of agreement if “an outgoing tenant guarantees some or all of the obligations of an incoming tenant under a lease”⁵. By means of an authorised guarantee agreement, the original tenant guarantees to the landlord the performance of obligations under the lease by the new tenant. This might be compared to the concept of the sublease agreement in the Croatian legal system since in the case of the sublease (also known as *underlease* in the UK) agreement “undertenants are usually required to covenant directly with the landlord to comply with the underlease covenants”.⁶ According to this provision, the Croatian regulatory framework envisages the landlord and the subtenant as standing in direct relationship to each other if the subtenant falls behind with his sublease payments. In English law, this is only possible through the assignment of lease and not through the sublease agreement, the first calling for the creation of the authorised guarantee agreement. It thus follows that in this case we can only resort to “explicitation” (Baker 1996: 180) and translate the term-forming pattern as *ugovor o jamstvu ispunjavanja obveza novog najmoprimca (agreement guaranteeing the performance of obligations by the new tenant)*. Similarly, considering the above definition of *hire purchase*, the unit *hire purchase agreement* is to be translated as *ugovor o najmu uz mogućnost otkupa*.

The above examples point to the fact that the more extended the unit becomes, the more comparative law is at work. Furthermore, very often there is the need to consider domains other than law in order to approach the analysis of the term-forming pattern properly. The pattern *Special Measures Termination Event*, as pointed out above, invokes the culture of education institutions. In the context of a contractual undertaking *Special Measures* is coupled with *Termination Event* and thus refers to the event of terminating a contract due to the education institution not being able to improve its performance (as requested by special measures) within a given deadline. In such case, we can only opt for a paraphrase in the target text and translate the pattern as *otkaz ugovora zbog neudovoljavanja posebnim mjerama (termination of agreement due to non-compliance with special measures)*. The sur-

⁵ https://www.lexisnexis.com/uk/lexispsl/propertydisputes/document/393788/5M49-PPW1-F18C-40XX-00000-00/Guarantees_and_authorised_guarantee_agreements_overview#. Accessed: 25 September 2018.

⁶ <http://www.shoosmiths.co.uk/client-resources/legal-updates/understanding-underleases-what-are-the-risks-11262.aspx>. Accessed: 25 September 2018.



rounding co-text would make it clear that the agreement in question was concluded with an education institution.

Apart from requiring serious terminological work, extended term-forming patterns also call for the analysis of genre-specific phraseological conventions. For instance, the approach to the translation of the unit *ugovor o osnivanju osobne služnosti prava stanovanja* is complex both from the terminological and phraseological perspective. Corpus data suggest that *ugovor o osnivanju služnosti* can be translated as *deed of easement* (20 occurrences in EnCon). As far as phraseological patterns are concerned, it seems that EnCon favours a wordier pattern, hence, different types of deeds of easement are expressed following the pattern *deed of easement granting X*. The English corpus, however, does not offer any evidence on *ugovor o osnivanju osobne služnosti* or its extended variant *ugovor o osnivanju osobne služnosti prava stanovanja*. In other words, the term *easement*, although defined in *Black's Law Dictionary*, as “an interest in land owned by another person, consisting in the right to use or control the land, or an area above or below it, for a specific limited purpose (such as to cross it for access to a public road)” (Garner 2004: 1545), does not categorize *right of habitation* ‘pravo stanovanja’ as one of its subtypes. The term *personal servitude*, alternatively, refers to the Roman law concept denoting “a specific person’s right over the property of another, regardless of who the owner might be” (Garner 2004: 4271) and includes *habitation* (*habitatio*) as one of the subtypes of personal servitudes. It thus follows that the term-forming pattern *ugovor o osnivanju osobne služnosti prava stanovanja* might in our case be translated as *deed of servitude granting right of habitation*, thus adhering to the terminology of a civil law system on the one hand, and preserving the collocational patterns of English contract language, on the other.

A similar case is illustrated by the unit *ugovor o osnivanju služnosti na pokretnoj stvari* since *pokretna stvar* can be rendered in English as *movable property*, *personal property*, or *chattels personal*. Since corpus data do not include any examples of *servitudes/easements over movable/personal property/chattels personal*, this might suggest that common law does not recognize servitudes over personal property. As Robinson asserts (2004: 1449), although the common law recognizes restrictions on real property, “it has been more ambivalent about restrictions on personal property”. As a result, *personal property servitudes* are rare, but they still occur. Furthermore, the question of *chattel servitudes*, as Robinson asserts, has recently gained importance due to the new development in the field of intellectual property law. The author’s discussion, apart from offering useful insights into the categorization of servitudes, is also interesting quantitatively, since it reveals 47 occurrences of *personal property servitudes* and only 6 instances of



chattel servitudes. We may thus conclude that the term-forming pattern *ugovor o osnivanju služnosti na pokretnoj stvari* can be translated as *deed of servitude over personal property* or *deed of servitude over chattels*, although the first variant might be preferred in terms of phraseological conventions.

Finally, some extended term-forming patterns suggest that the stability of legal phrasemes is relative and that this relativity applies “not only to varying degrees of stability of *different* word combinations, but also to varying degrees of stability of *one and the same* word combination, depending on the situation and use” (Kjær 2007: 514). Although Rossini suggests that “a contract for rendering professional services should not be called a service agreement, but rather an agreement to render/provide services” (Rossini 1998: 12), corpus data display the opposite trend; hence, an agreement for providing standard services is called *standard services agreement*. Furthermore, EnCon also contains a *service agreement for a nanny* and *basic services agreement* (both of which occur in the corpus only once and are later in the text of the agreement referred to as *service agreements*). Combining both corpus data and the advice provided in the lexicon of English legal terminology (Rossini 1998), it seems that in the case of translating extended term-forming patterns with *ugovor o djelu* as the base, we can either opt for the compound noun equivalent or the more extended variant proposed by Rossini.

The examples discussed in this paper suggest that apart from combining “the stances of contrastive legal linguistics, comparative law and those translation theories which particularly suit legal translation” (Kocbek 2011: 94), we also need to resort to legal corpora in order to gain insight into the typical phraseological conventions of a given genre. Very often, as is the case with comparable corpora, we will find no congruent patterns. Such examples, however, clearly signal that it is important to consult both statute law and other relevant legal sources in order to account for this incongruity and possibly attempt at creating an equivalent in the target text of which members of the legal profession will know how to make sense.

6. Concluding remarks

Although some scholars would argue that “much of the legal English we see today in international commercial contracts is inappropriate in the international setting” (Beveridge 2002: 76), the fact remains that lawyers continue to use forms when drafting contracts in general and international contracts in particular. Needless to say, a contract written in English will naturally be based on legal English. As a result, such documents abound in both terms and phraseological patterns that are system-bound. The paper has highlighted the need to analyse extended term-forming



patterns both from the terminological and phraseological perspective, thus suggesting that the more extended a term becomes, the more unclear is the boundary between terminology and phraseology. The study has tried to show that by shifting the focus from traditional single or binary terms to more extended ones, we can gain insight into various subtypes of terms as well as their collocates in original texts. While it is true that parallel corpora can produce higher comparability, comparable corpora based on original texts can not only provide insight into the “phraseological flavour” (Goźdz-Roszkowski & Pontrandolfo 2017: 4) of legal texts, but also signal the need for consulting the extralinguistic context if corpus data fail to produce equivalent patterns. As Biel (2013: 6) asserts, in cases of incongruity between legal concepts we not only encounter incongruity between terms, but also between collocational patterns; hence we can either “create a collocational neologism to deal with the conceptual lacuna...or create a collocational neologism to express a concept in a more accurate way at the expense of stylistic aesthetics”. The effort is indeed similar to the ancient problem of untying the Gordian knot, by urging the translator to conduct terminological and phraseological analysis based on corpus data and comparative law, but at the same time leaving them insecure as to whether their bold solution will satisfy the principles of good legal drafting and “achieve the intended legal effects” (Šarčević 1997: 4).

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RASPETLJAVANJE GORDIJSKOG ČVORA U PROŠIRENIH OBRAZACA ZA TVORBU NAZIVLJA

Frazeološke jedinice u pravnom žanru posljednjih su se godina podosta istraživale, ali činjenica jest da se proširenim jedinicama značenja (Sinclair 2004) još uvijek nije posvetilo dovoljno pozornosti. Ta se tvrdnja odnosi i na kompleksne obrasce za tvorbu nazivlja (Biel 2014b), koji se mogu smatrati „zamrznutim kolokacijama zbog svoje visoke strukturalne stabilnosti“ (Biel 2014b: 180). U ovom se radu istražuju prošireni obrasci za tvorbu nazivlja izvučeni iz dva usporediva korpusa ugovora s alatom *WordsmithTools 6.0* (Scott 2012) te se tumače s pomoću izvanjezičnog konteksta. U radu se također nastoji predložiti pristup prevođenju takvim proširenim jedinicama značenja budući da su neki njihovi dijelovi nerijetko tipični za neki pravni sustav ili nepravno područje koje pravo regulira te kao takve zahtijevaju interdisciplinarni pristup. S obzirom na to da se u radu raspravlja o obrascima naziva u žanru hrvatskih i engleskih ugovora, rad može predstavljati koristan izvor u obuci pravnih prevoditelja.

Ključne riječi: izvanjezični kontekst; konvencije žanra; korpusi; prošireni obrasci za tvorbu nazivlja; ugovori.