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The usefulness of corpus-based research for the translation of contracts and powers of attorney

The international conference
"Professionalization vs. Deprofessionalization:
Building Standards for Legal Translators and
Interpreters" Opatija, 19-21 March 2015

Overview

- Corpus-based research
- Legal phraseology
- The search for extended units of meaning in powers of attorney
- The search for extended units of meaning in contracts
- Translation problems
- Sketch Engine
- WordSmith Tools
- Conclusion

Corpus-based research

- 'A corpus is not simply a collection of texts. Rather, a corpus seeks to represent a language or some part of a language' (Biber 1998: 246)
- This type of research allows us to access large collection of texts easily using a corpus query software (*SketchEngine, WordSmith Tools*)
- Corpus of contracts – comparable originals in English and Croatian
- Corpus of powers of attorney – comparable originals in English and Croatian

Legal phraseology

- Legal phraseology has been scarcely investigated so far
- Kjaer 2007 – mostly only terminological component is taken into account when studying legal phraseology; phraseology of specialized language, the findings of which cannot be applied universally
- The claim especially applies to extended units of meaning (Sinclair 2004), which represent the extended versions of the prototypical binary units

to score a goal vs. to score
an goal



Extended unit of meaning	Context	Extended unit of meaning in the other subcorpus	Suggested translation
To depose and say being duly sworn	...being duly sworn, deposes and says:...	Ja, Ivan Ivanić, pod prisegom dajem sljedeću izjavu: ...	Dati izjavu pod prisegom
To remain in full force and effect	This power of attorney shall remain in full force and effect until the ___ day of __, 20__, unless sooner revoked by me.	Ova punomoć ostaje na snazi do novog naloga.	Ostati na snazi
To set one's hand and seal	In witness whereof, I have hereunto set my hand and seal on this ___ day of ___	...podaci navedeni u Pristupnici istiniti te ih kao takve vlastoručno potpisujem ...	Vlastoručno potpisati i staviti pečat
True and lawful attorney in fact	...appoint my true and lawful attorney in fact to act with the following limited powers...	Ovime ovlašćujem: Petra Petrića kao svog punomoćnika da...	(Zakonski) opunomoćenik / punomoćnik
Potpisati u nečije ime i za nečiji račun	...da u moje ime i za moj račun pred javnim bilježnikom potpiše Društveni ugovor o ...	Execute , in my name and on my behalf, such contracts or other assurances as may be requested or required...	To execute in one's name and on one's behalf

Extended unit of meaning	Context	Extended unit of meaning in the other subcorpus	Suggested translation
To keep personal property insured	The Landlord must keep the Property [but not the Tenant's <u>personal property</u>] insured...	---	Osiguravati pokretnu imovinu
To sell and buy as a going concern	1.1. The Company shall <u>sell</u> and the Buyer shall <u>buy, as a going concern</u> ...	---	Prodavati i kupovati uz pretpostavku daljnjeg poslovanja
Popraviti svu štetu	Obvezuje se <u>popraviti svu štetu</u> koju je prouzrokovao namjerno ili iz krajnje nepažnje...	The Developer shall <u>make good any damage</u> resulting from...	To make good any damage
Činiti/bititi sastavni dio ugovora	Ta skica <u>je</u> prilog i <u>sastavni dio ovog ugovora.</u>	The Schedule shall <u>be treated as an integral part of the agreement...</u>	To constitute/ represent/be treated as an integral part of the agreement
Činiti/ biti bitan sastojak ugovora	Ugovorne strane su suglasne da <u>je</u> ishodenje navedene konačne i pravomoćne dozvole u navedenom roku <u>bitan sastojak ovog ugovora.</u>	Any Delivery Dates for the delivery of the Goods shall <u>be of the essence of the Agreement.</u>	To be of the essence

Translation problems (English – Croatian)

Original	Translation 1	Translation 2
The Landlord must <u>keep</u> the Property [but not the Tenant's <u>personal property</u>] <u>insured</u> ...	Najmodavac mora <u>osigurati</u> nekretninu [ali ne i <u>osobnu imovinu</u> Najmoprimca]	Zakupodavac mora <u>održavati</u> Nekretninu [ali ne i <u>osobnu imovinu</u> Zakupoprimca] <u>osiguranom</u>

Translation problems (English – Croatian)

Original	Translation 1	Translation 2
1.1. The Company shall <u>sell</u> and the Buyer shall <u>buy</u> , <u>as a going concern</u> ...	1.1. Kompanija <u>prodaje</u> a Kupac <u>kupuje</u> , <u>kontinuirano</u> ...	1.1. Trgovačko društvo <u>prodaje</u> , a Kupac <u>kupuje</u> , <u>uz pretpostavku daljnjeg poslovanja</u> ...

Translation problems (Croatian – English)

Original	Translation 1	Translation 2
Ugovorne strane su suglasne da <u>je</u> ishodenje navedene konačne i pravomoćne dozvole u navedenom roku <u>bitan sastojak ovog ugovora.</u>	Contracting parties agree that obtaining the previously mentioned final and valid permit within the stated deadline <u>constitutes a significant element of this Agreement.</u>	The Agreeing Parties agree that obtaining the final and effective permit in the above-mentioned deadline <u>is an essential element of this Agreement.</u>

Translation problems (Croatian – English)

Original	Translation 1	Translation 2
<u>Obvezuje se</u> <u>popraviti svu štetu</u> koju je prouzrokovao namjerno ili iz krajnje nepažnje	The Lessee <u>undertakes to</u> <u>repair all</u> <u>damages</u> caused by him on purpose or due to gross negligence	The Lessee <u>commits to repair</u> <u>all damages</u> caused by him intentionally or due to gross negligence

Translation problems

- Analysis of the two translations suggests that translators have problems translating extended units of meaning:

1) fail to render the naturally sounding language of the original (e.g. *popraviti svu štetu* – *make good any damages*; *činiti bitan sastojak ugovora* – *to be of the essence of the agreement*)

2) fail to recognize that part of the extended unit is a term (e.g. *to keep personal property insured*)

The Sketch Engine

- Core functions:
 - The word sketch – patterns
 - Concordance – context
 - Thesaurus – distributional synonyms
 - Collocations – collocation candidates

The word sketch

attorney *(noun)*
PoA corpus freq = 471 (7,780.2 per million)

object_of 112 2.7	subject_of 65 4.5	modifies 29 0.2	pp_in 57 5.6	possessed 6 4.6
say 38 12.05	be 41 10.64	Cross 3 11.26	fact 57 13.52	appointment 2 11.04
name 5 9.64	cross 2 9.67	date 2 9.42	presence 6 10.93	
make 8 9.64	appear 2 9.44	form 2 9.39		pp_obj_than 5 32.4
want 3 9.61	have 5 9.32	address 2 9.37	pp_for 19 3.6	more 5 12.41
indemnify 3 9.61	do 3 8.05	authority 2 8.49	property 12 10.29	
appoint 6 9.41	execute 2 8.01	name 3 7.96	purpose 4 10.15	pp_by 4 1.1
authorize 4 9.39		power 4 6.85		instrument 2 8.22
pay 3 9.34	adj_subject_of 18 5.6		pp_obj_as 11 4.5	
replace 2 9.16	effective 5 11.67	and/or 70 0.5	act 3 9.64	pp_of 3 0.1
release 2 9.09	pursuant 2 10.51	designation 6 11.26	corporation 2 9.48	company 2 7.47
attach 2 9.06	necessary 8 10.25	accountant 4 10.52		
cause 2 8.86		replacement 4 10.18	pp_obj_to 9 1.5	pp_obj_in 3 0.3
give 3 8.82	modifier 71 0.5	agent 9 9.75	guidance 2 10.44	deposit 3 12.26
execute 4 8.76	replacement 24 12.75	power 3 6.38	grant 3 9.19	
authorise 2 8.58	lawful 14 11.42		pp_obj_by 7 1.8	pp_upon 2 2.8
grant 3 8.5	original 3 10.22	pp_obj_of 194 6.0	execute 2 8.38	term 2 9.1
register 2 8.44	aforesaid 3 10.21	power 175 12.1		
include 2 8.33	accountant 3 10.09	signature 6 9.56	pp_at 7 3.9	
be 4 7.2	only 3 9.91	indemnity 2 8.33	law 4 10.34	
	trainee 2 9.8	fraud 2 8.27	time 3 10.1	
	many 2 9.71	Number 2 8.19		
	second 2 9.58	capacity 2 7.98	pp_on 7 1.8	
	other 4 8.25		Resolution 2 12.29	
			application 4 10.95	

Concordance

KWIC (Key Word In Context)

Query **opunomoćenik** 21 (327.7 per million)

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file1999213 Hotelu Ambasador u Opatiji s početkom u 11,00 sati. **Opunomoćenik** je ovlašten zastupati me na označenoj Glavnoj skupštini

file1999212 suprotnosti s Odlukama donesenim na ovoj Skupštini. **Opunomoćenik** se ovlašćuje da nas zastupa na Skupštini, glasuje

file1999217 Hotelu Ambasador u Opatiji s početkom u 11,00 sati. **Opunomoćenik** je ovlašten zastupati me na označenoj Glavnoj skupštini

file1999201 godini do opoziva ove punomoći, te da može kao moj **opunomoćenik** podnijeti prijavu za sudjelovanje i glasovanje na

file1999201 čitko upišete podatke o osobi koju želite opunomoćiti. **Opunomoćenik** ne mora biti dioničar Društva. Ako je dioničar pravna

file1999201 opunomoćitelja temeljem punomoći zastupati (Ime i prezime **opunomoćenik**) , (Adresa) , OIB _ . Ime i prezime dioničara PUNOMOĆ

file1999201 godini do opoziva ove punomoći, te da može kao moj **opunomoćenik** podnijeti prijavu za sudjelovanje i glasovanje na

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file1987593 dalje i: Opunomoćitelj) ovim opunomoćujem (dalje i: **Opunomoćenik**) da me osobno, ili po svojim odvjetnicima i vježbenicima

file1987593 vrijednosti i da o tome izdaje potvrde. Opunomoćitelj i **Opunomoćenik** su sporazumni da se u slučaju spora o ovoj punomoći

file1987593 bitnih ili sporednih, elemenata ugovora o kupoprodaji. **Opunomoćenik** se nadalje ovlašćuje suglasiti se o točnom tekstu

file1987593 država članica EU. Porezni obveznik - opunomoćitelj i **opunomoćenik** suglasni su da se sva daljnja komunikacija u svrhu

file1987593 vrijedi od do opoziva, a najduže jednu godinu. (datum) **Opunomoćenik** Korisnik primanja Ovjera potpisa (potpis i pečat)

file1987593 primanje isplate u gotovini ili na račun po svom izboru. **Opunomoćenik** može poduzimati sve pravne i druge radnje vezano

file1987593 Opatiji, Feliksa Peršića 5 s početkom u 12,00 sati. **Opunomoćenik** je ovlašten zastupati me na označenoj Glavnoj skupštini

file1987593 Dalekovoda d.d. koja će se održati 30. kolovoza 2012. **Opunomoćenik** raspolaže sa _____ glasova, a koje je davatelj punomoći

file1987593 a elektroničke račune i platiti. I opunomoćitelj i **opunomoćenik** putem svojeg korisničkog računa imaju pregled nad

file1987593 pregled nad svim elektroničkim dokumentima koje je **opunomoćenik** prijavio. Opunomoćenik ne može stvoriti trošak na

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file1987593 postupcima koji se vode pred tijelima državne uprave. **Opunomoćenik** se ovlašćuje na poduzimanje svih pravnih radnji i

Wider context

Query **opunomoćenik** 21 (327.7 per million)

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file1987593 p

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[< previous](#) Statuta društva donosi sljedeću PUNOMOĆ Ovlašćujemo da nas zastupa u građanskom, parničnom, izvanparničnom, ovršnom, zemljišnoknjižnom, kaznenom postupku i postupku pred trgovačkim sudom te postupcima koji se vode pred tijelima državne uprave. **Opunomoćenik** se ovlašćuje na poduzimanje svih pravnih radnji i korištenje svih zakonom predviđenih sredstava radi zaštite ostvarenja naših prava i interesa, a osobito podnošenje i povlačenje tužbe i ostalih podnesaka, odricanje od tužbenog zahtjeva, priznanje tužbenog zahtjeva, [next >](#)

Collocations

- effect

Collocation candidates

		<u>Freq</u>	<u>T-score</u>	<u>MI</u>	<u>logDice</u>
P N	force	12	3.462	10.979	13.193
P N	remain	8	2.826	10.394	12.608
P N	full	12	3.453	8.224	11.791
P N	binding	3	1.729	8.979	11.193
P N	understand	3	1.728	8.863	11.159
P N	nature	3	1.728	8.657	11.093
P N	registration	3	1.727	8.394	11.000
P N	papers	3	1.726	8.242	10.941
P N	instruments	4	1.989	7.487	10.771
P N	until	3	1.722	7.394	10.541
P N	proper	3	1.718	6.949	10.281
P N	upon	4	1.980	6.639	10.206
P N	same	3	1.715	6.633	10.077
P N	necessary	4	1.966	5.891	9.625
P N	shall	7	2.596	5.736	9.603
P N	Attorney	4	1.946	5.217	9.052
P N	Power	3	1.681	5.088	8.885
P N	in	14	3.610	4.829	8.807
P N	such	3	1.673	4.877	8.702
P N	not	3	1.668	4.750	8.591
P N	is	3	1.659	4.558	8.420
P N	be	5	2.136	4.487	8.415
P N	and	23	4.568	4.394	8.396
P N	this	4	1.902	4.346	8.262
P N	as	4	1.884	4.108	8.040
P N	I	3	1.607	3.795	7.721
P N	the	14	3.423	3.552	7.556
P N	any	4	1.808	3.379	7.345
P N	of	11	2.973	3.271	7.274
P N	to	7	2.333	3.081	7.077
P N	.	3	1.352	2.187	6.177
P N	,	7	1.904	1.835	5.846

Flaws

- Free word order causes problems
- Not all functions available for all languages (Croatian)

WordSmith Tools 6.0

- “is an integrated suite of programs for looking at how words behave in texts” (Scott 2011)
- The WordList Tool allows you to see a list of all words in a text (alphabetical or frequency order)
- Concord allows you to see any word or phrase in context

WSConcGram

- The search for concgrams is fully automated and can find “the associated words even if they occur in different positions relative to one another (i.e. positional variation) and even when one or more words occur in between the associated words (i.e. constituency variation)” (Cheng et al. 2006: 413).

Concord															
File Edit View Compute Settings Windows Help															
N	Concordance	Set	Tag	Word #	Sen	Sen	Para	Para	Hea	Hea	Sec	Sec	File		
1	navedenom naveden roku rok <> bitan bitan sastojak sastojak <sn> ovog ovaj ugovora			0	0	0%	0	0%	0	0	0	0%	novi korpus hrv ugi	201	
2	navedenom naveden roku rok <> bitan bitan sastojak sastojak <sn> ovog ovaj ugovora			0	0	0%	0	0%	0	0	0	0%	novi korpus hrv ugi	201	
3	naveden roku rok <> bitan bitan sastojak sastojak <sn> ovog ovaj ugovora ugovor <>			0	0	0%	0	0%	0	0	0	0%	novi korpus hrv ugi	201	
4	, , koji koji rok rok <sn> je biti bitan bitan sastojak sastojak <sn> ovog ovaj ugovora			0	0	0	0	0%	0	0	0	0%	novi korpus hrv ugi	201	
5	koji rok rok <sn> je biti bitan bitan sastojak sastojak <sn> ovog ovaj ugovora ugovor <>			0	0	0	0	0%	0	0	0	0%	novi korpus hrv ugi	201	
6	ovog ovaj članka članak <> bitan bitan je biti sastojak sastojak <sn> ovog ovaj ugovora			0	0	0	0	0%	0	0	0	0%	novi korpus hrv ugi	201	
7	članka članak <> bitan bitan je biti sastojak sastojak <sn> ovog ovaj ugovora ugovor <>			0	0	0	0	0%	0	0	0	0%	novi korpus hrv ugi	201	
8	, , , koji koji rok rok <sn> je biti bitan bitan sastojak sastojak <sn> ovog ovaj ugovora			49.971	1.4%	65%	0	36%			0	36%	novi korpus hrv ugi	201	
9	koji rok rok <sn> je biti bitan bitan sastojak sastojak <sn> ovog ovaj ugovora ugovor <>			49.972	1.4%	70%	0	36%			0	36%	novi korpus hrv ugi	201	
10	ugovaraju ugovarati kao kao bitan bitan sastojak sastojak <sn> ovog ovaj Ugovora			125.936	213	24%	0	5%			0	5%	novi korpus hrv ugi	201	
11	ugovarati kao kao bitan bitan sastojak sastojak <sn> ovog ovaj Ugovora ugovor <>			125.937	213	25%	0	5%			0	5%	novi korpus hrv ugi	201	
12	Si rokom rok <si> koji koji je biti bitan bitan sastojak sastojak <sn> predugovora			0	0	0%	0	0%	0	0	0	0%	novi korpus hrv ugi	201	

concordance
collocates
plot
patterns
clusters
timeline
filenames
source text
notes

12 entries
Row 1
veden roku rok <> bitan bitan sastojak sastojak <sn> ovog ov

Concord													
File Edit View Compute Settings Windows Help													
N	Concordance	Set Tag	Word #	Sen	Sen	Par	Par	Hea	Hea	Sec	Sec	File	
25	under this agreement. Time is to be of the essence of this provision. 395 VACANT		39.806	463	739	0	969			0	969	contracts unicode l	
26	under this agreement. Time is to be of the essence of this provision. 408 VACANT		41.424	502	100	0	100			0	100	contracts unicode l	
27	date of this agreement, time being of the essence, then this agreement, except for		0	0	0%	0	0%	0	0	0	0%	contracts unicode l	
28	by the Parties. 81.4 Time shall not be of the essence: 81.4.1 for ordering of the Goods;		0	0	0%	0	0%	0	0	0	0%	contracts unicode l	
29	of this agreement (and time shall be of the essence), and at Completion the Buyer shall		0	0	0%	0	0%	0	0	0	0%	contracts unicode l	
30	Days in respect of which time shall be of the essence of the determination or rescission of		0	0	0%	0	0%	0	0	0	0%	contracts unicode l	
31	for the delivery of the Goods shall be of the essence of the Agreement. 128 Payment and		0	0	0%	0	0%	0	0	0	0%	contracts unicode l	
32	of the Relevant Inspection, time being of the essence, the Surveyor has served on the		0	0	0%	0	0%	0	0	0	0%	contracts unicode l	
33	for the delivery of the Goods shall be of the essence of the Agreement. 128 Payment and		0	0	0%	0	0%	0	0	0	0%	contracts unicode l	
34	by the Parties. 81.4 Time shall not be of the essence: 81.4.1 for ordering of the Goods;		0	0	0%	0	0%	0	0	0	0%	contracts unicode l	
35	date of this agreement, time being of the essence, then this agreement, except for		0	0	0%	0	0%	0	0	0	0%	contracts unicode l	
36	of the proposed variation, time being of the essence, the Surveyor has notified the		0	0	0%	0	0%	0	0	0	0%	contracts unicode l	
37	of the Relevant Inspection, time being of the essence, the Surveyor has served on the		0	0	0	0	0%	0	0	0	0%	contracts unicode l	
38	performance of them is deemed to be of the essence of this Agreement. 2. 1.5.1.2		0	0	0%	0	0%	0	0	0	0%	contracts unicode l	
39	the Termination Date, time being of the essence, or 10.3 at any time before the		0	0	0%	0	0%	0	0	0	0%	contracts unicode l	
40	of the proposed variation, time being of the essence, the Surveyor has notified the		0	0	0%	0	0%	0	0	0	0%	contracts unicode l	
41	Days in respect of which time shall be of the essence of the determination or rescission of		0	0	0%	0	0%	0	0	0	0%	contracts unicode l	
42	than an estimate, and shall not be of the essence. 9 Risk The risk in the Goods shall		0	0	0	0	0%	0	0	0	0%	contracts unicode l	
43	of the proposed variation, time being of the essence, the Surveyor has notified the		0	0	0%	0	0%	0	0	0	0%	contracts unicode l	

contracts nexis.base_pairs

File Edit View Compute Settings Help

☐ as Tree 1

DAMAGE

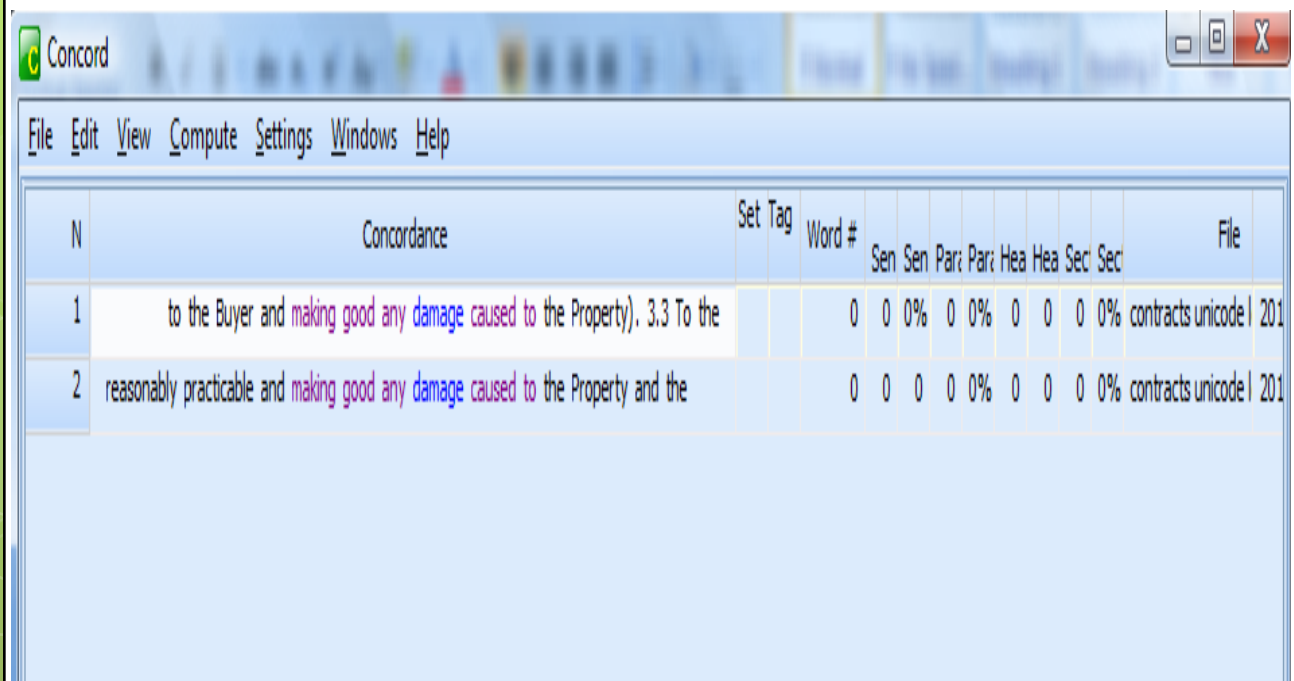
Word	Freq
DAMAGE	1.137
RELATING	1.125
TRUST	1.124
DETAILS	1.119
WRITTEN	1.115
ONLY	1.113
TRANSFER	1.111
PURPOSES	1.106
THEIR	1.104
EXCEPT	1.104
COSTS	1.093
AUTHORISED	1.092
DO	1.087
PAYABLE	1.083
PARTNERSHIP	1.075
CONTAINED	1.069
SEE	1.068
PARAGRAPH	1.062
APPLICATION	1.056
DUE	1.055
REGISTRATION	1.046

Details Notes

Concgram	Freq.	Details
SUCH-DAMAGE-DOES-OCCUR-THE-TENANT	1	
TANKS-APPARATUS-OR-PIPES-AND-DAMAGE	1	
<input type="checkbox"/> THAT-MAY-CAUSE-DAMAGE	(+7) 1	
WATER-TANKS-AND-PIPES-EARTHQUAKE-DAMAGE	1	
WHOLE-OR-IN-PART-DAMAGE	1	
WILL-OR-MAY-STRAIN-DAMAGE	6	
<input type="checkbox"/> DAMAGE-BY	(+26)	
<input type="checkbox"/> DAMAGE-CAUSED	(+52)	
<input type="checkbox"/> LOSS-OR		
<input type="checkbox"/> IN-RESPECT-OF	(+11)	
<input type="checkbox"/> COMMOTION-MALICIOUS-DAMAGE	(+11)	
<input type="checkbox"/> MALICIOUS-DAMAGE-TERRORISM	(+40)	
<input type="checkbox"/> GOOD-ANY	(+63)	
MUST-FORTHWITH-MAKE-GOOD-ANY-DAMAGE	4	
MUST-MAKE-GOOD-ANY-DAMAGE-OCCASIONED	1	
POSSIBLE-AND-MAKING-GOOD-ANY-DAMAGE	1	
MAKING-GOOD-ANY-SUCH-DAMAGE	1	
MAKING-GOOD-ANY-DAMAGE-CAUSED-BY	9	
MAKING-GOOD-ANY-DAMAGE-CAUSED-TO	2	
MAKING-GOOD-ANY-DAMAGE-OTHER-THAN	1	
MAKE-GOOD-ANY		

0% 99% MAKING GOOD ANY (0)

Concordance



The screenshot shows the Concord software window. The title bar reads 'Concord'. The menu bar includes 'File', 'Edit', 'View', 'Compute', 'Settings', 'Windows', and 'Help'. The main window displays a table with the following data:

N	Concordance	Set	Tag	Word #	Sen	Sen	Par	Par	Hea	Hea	Sec	Sec	File
1	to the Buyer and making good any damage caused to the Property), 3.3 To the			0	0	0%	0	0%	0	0	0	0%	contracts unicode 201
2	reasonably practicable and making good any damage caused to the Property and the			0	0	0	0	0%	0	0	0	0%	contracts unicode 201

Concord

File

Edit

View

Compute

Settings

Windows

Help

adjoining premises, or make any addition or alteration to the Property [other than [a non-structural addition or alteration and then only] with the prior written consent of the Landlord whose consent may not be unreasonably withheld or delayed].

251.2 Removal of alterations

At the end of the Term, if so requested by the Landlord, the Tenant must remove any additional buildings, additions, alterations or improvements made to the Property and must make good any part of the Property that is damaged by their removal.

251.3 Connection to services

The Tenant must not make any connection with the pipes, sewers or drains in the Property or extend the wiring except in accordance with plans and specifications approved in writing by the Landlord [whose approval may not be unreasonably withheld or delayed] and subject to consent to make the connection or extension having previously been obtained from the competent authority, undertaker or supplier.

252 RIGHTS OF ENTRY

The Tenant must allow the Landlord and the Agents, with any necessary contractors and workmen, to enter the Property at all reasonable times upon 24 hours' prior notice in writing, or in the event of emergency at any time without notice, causing as little inconvenience to the Tenant as reasonably practicable and making good any **damage** caused to the Property and the Tenant's property for the following purposes:

252.1 to view the state and condition of the Property;

252.2 to carry out any repairs that are necessary by virtue of the Landlord's responsibilities under this lease or by law;

252.3 to carry out works that may be required to repair [or to make alterations or improvements that are minor and do not disadvantage the Tenant or are required by law to] the Property or the electrical wiring, gas and water pipes, sewers or drains in or under the Property or any part of it;

252.4 [to carry out repairs, [alterations, improvements, rebuilding or other works] to any adjoining property that can only be carried out by having access to the Property or the electrical wiring, gas and water pipes, sewers or drains in or under or serving the Property;]

252.5 to inspect with interested parties with a view to proposed sale of the Landlord's reversionary interest or any other superior interest; and

252.6 during the [3 months] before the anticipated date of the end of the Term, to inspect the Property with interested parties with a view to proposed sale or letting and to fix and retain in a reasonable position on the Property a board advertising the Property for sale or letting.

253 NOTICE TO REPAIR

253.1 Service of notice

The Landlord may give to the Tenant or, despite the requirements of this lease as to notices, leave on the Property, a notice specifying the works required to remedy any breach of the Tenant's repairing obligations in this lease (a notice to repair). The Tenant must carry out the works specified in the notice as soon as reasonably practicable.

253.2 Default provision

If the Tenant has not started to carry out the work referred to in a notice to repair within a reasonable period from the service of the notice to repair, or is not proceeding diligently with it, or if the Tenant fails to finish the work within a reasonable time the Tenant must allow the Landlord to enter the Property and carry out the outstanding work. The Tenant must pay to the Landlord the reasonable cost of doing this and all expenses properly incurred by the Landlord, within [14 days] of a written demand.

253.3 Disputes

Any dispute as to whether repairs are necessary, the time taken to carry them out or the cost of repairs and amount of associated expenses may be referred to an independent surveyor acting as an expert. In default of agreement the surveyor shall be appointed by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors.

254 APPEARANCE OF THE PROPERTY

concordance

collocates

plot

patterns

clusters

timeline

filenames

source text

notes

0%

269 found

acticable and making good any damage caused to the Property

Flaws

- The list of concgrams very often contains many incomplete word combinations (e.g. GOOD-ANY-DAMAGE-TO-THE GRANTOR), the full rendering of which can be grasped only when running concordances for the listed concgram
- Sometimes the associated items do not constitute phraseological units (e.g. COMPLETION-OF-MAKING-GOOD-THE-EMPLOYER)

Conclusion

- Corpus-based research helps us find translation equivalents
- It helps us reveal phraseology of different legal genres and therefore get an insight into a naturally sounding translation
- It helps us understand the word's collocational and grammatical behaviour (SkE – collocations and wordsketch)
- It helps us reveal instances of words that occur together even if they are not contiguous (WS ConcGram)
- Using corpus-based research can, therefore, help us achieve the very essence of legal translation, i.e. achieving “the same legal effects” (Šarčević 2000: 48)

A presentation slide with a green border and a brown tab. The text "Thank you for your attention!" is centered in the white area.

Thank you for your
attention!

References

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