

# Translating binomial expressions in legal agreements: a corpus-based study

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# The Goal of this Paper

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This paper aims at presenting the current status of our corpus-based research of binomial expressions in legal agreements in English and Brazilian Portuguese.



# Binomials

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- origin
- definition
- classifications



## Binomials are also called...

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- (a) binomials, multinomials (Bhatia)
- (b) doublets, triplets (Asensio, Crystal)
- (c) [worthless] [useful] doubling (Mellinkoff)



# Origin

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The *Early Modern English* (1400 to 1650) was marked by the  
“[...] production of binomials; that is, new terminology  
'commonly formed by combining a **native term**, or an  
integrated **loan word**, and its **foreign** (near-) **synonym**'  
(Nevalainen, 1999).

Terms like “**bargain and sale**” or “**breaking and entering**” are  
such examples, combining a **French** term and a term from  
**Old English** [...]”  
(Barleben, 2003)



## A binomial is a

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- a frequent sequence of two or more words or phrases
- belonging to the same grammatical category
- joined by a syntactic device (*and* or *or*)



## More examples (Mellinkoff, 1963)

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- aid and abet
- aid and comfort
- authorize and empower
- cease and desist
- fraud and deceit
- hue and cry
- null and void
- pains and penalties



## More examples...

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- validity, legality and enforceability (n + n...)
- transfer and convey (v + v)
- signed and delivered (adj. + adj.)
- jointly and severally (adv. + adv.)
- any and all (pron. + pron.)





# Classifying Binomials

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## Gustaffson (1984)

- (a) **Synonymous** - *[last] will and testament*
- (b) **Antonymous** - *[be present] in person or by proxy*
- (c) **Complementary** - *shoot and kill*

## Malkiel (1959)

- (a) **Near synonyms** - *null and void*
- (b) **Complementary** - *assault and battery*
- (c) **Opposite** - *assets and liabilities*
- (d) **Subdivision** - *months and years*
- (e) **Consequence** - *shot and killed*

## Mellinkoff (1963)

- (a) **Worthless doubling** - *force and effect*
- (b) **Useful binomials** - *full faith and credit*



# The Role of Binomial Units

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# The Role of Binomials

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- “precision and all-inclusiveness” (Bhatia, 1993)
- “a convenient linguistic device for adding weight to the end of the sentences” (Gustafsson, 1984)
- “a distinct style marker” of legal English (Gustafsson, 1984)



## Using Binomials

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- Thornton (1987) e Mellinkoff (1963) reminds the legal draftsmen that **care must be taken** in using a binomial or multinomial phrase to ensure that each of its constituents **“serves a useful purpose”** in essence.
- Since every word in a statute is construed so as to bear a meaning, **a superfluous word will become a potential source of contention.**” (Thornton, 1987)



# Why Study Binomial Units?

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- reason
- common problems



# Reason for studying binomial units

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- They are a **characteristic** of legal discourse.
- They are **very common** in Law English.
- There are many **different kinds** of binomials
- They represent a **challenge/trap** to the legal translator
- They are rarely found in **bilingual dictionaries**.



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- Legal Translation
  - Legal Terminology
  - Cultural and Linguistic Conventions



# Legal Translation and Legal Terminology

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- Terminology is **not** the only problem in Legal Translation.
- It is not enough to **know** the terminology.
- The translator must be familiar with the language and cultural **conventions** of each legal system involved.





# Cultural and Linguistic Conventions

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- Binomials are an integral part of **English Legal Language**;
- They are present in statutory provisions, opinions, boilerplate, **contracts and agreements**, etc., and
- as such have deserved a considerable amount of study (Mellinkoff, Bhatia, Vystrcilova, Kwok, among others).



# Cultural and Linguistic Conventions

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- On the other hand, the same **does not** apply to **Brazilian Portuguese legal language**
- in which binomial expressions are much more **rare**.
- However, when dealing with binomial expressions, studies show that Brazilian translators **tend to translate all the elements** of a binomial literary
  - e.g. wear and tear >>>> uso e desgaste**
- and, consequently, in many cases **fail to attain the 'intended legal effect'** of the communicative event.



## The 'intended legal effect': Translating Legal Language to Legal Language

- damages >> perdas e danos
- [fair] wear and tear >>> desgaste natural



# Therefore...

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...many binomials in English are not binomials in Portuguese and vice versa

Binomials in English >>> ~~Binomials in Portuguese~~

Binomials in English >>> ~~Binomials in English~~



# Why Contracts and Agreements?

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- The choice of text type is due to the fact that 'agreements' and 'contratos' are among the most difficult documents to translate
- They also seem to have an incredibly high concentration of binomial expressions, and
- They are among the most translated documents in the Brazilian market.



# Why Contracts and Agreements?

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- Certain provisions in translated agreements have been the cause of **long litigation** in the Brazilian Legal System.



# Studying binomials

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- Therefore, to study binomials in English and determine their translation equivalents, we are compiling and exploring a **bilingual comparable** corpus made up of **authentic** 'agreements' and 'contratos', totaling, approximately, **1 million words**.
- Exploring such a corpus greatly depended on the tools and methods of **Corpus Linguistics**.
- The software used was Scott's **WordSmith Tools**.



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- Corpus Linguistics
  - The Corpus

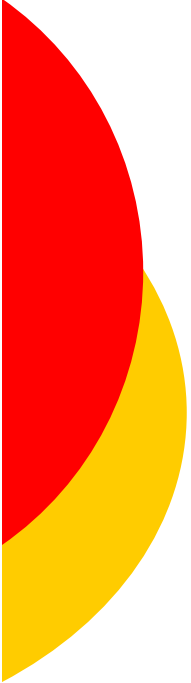




# Corpus Linguistics

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- Corpus Linguistics is the study of language based on examples of **'real life'** language use.
- It is based on empirical analysis of a **large and principled** collection of **natural texts**, known as a **'corpus'**;
- It makes extensive use of computers for analysis;
- It depends on both **quantitative** and **qualitative** (interpretive) analytical techniques



# Features of the Corpus

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- The corpus is **balanced**

e.g. 5 purchase and sale, 5 *compra e venda*, etc.

- The documents in English are much **longer** (+2x).

- Differences between the *Common Law* and *Civil Law Systems*.

- More freedom of contract in the latter. More rules in the former (e.g. Codes and Laws and regulations).



# Comparable Corpus

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| <b>Language</b>                             | <b>English</b>    | <b>Portuguese</b> |
|---|-------------------|-------------------|
| <b>Genre</b>                                | <i>Agreements</i> | <i>Contratos</i>  |
| <b>Size</b><br>(28 agreements x 5<br>= 140) | 649.092           | 249.711           |
| <b>Types</b>                                | 10.233            | 11.413            |
| <b>Type/<br/>Tokens</b>                     | 1.58              | 4.08              |
|   |                   |                   |

| Microsoft Excel - Tabela Corpus Mestrado FORMATADA                    |                |   |   |             |                |  |   |             |   |  |  |
|---|----------------|---|---|-------------|----------------|--|---|-------------|---|--|--|
| Arquivo Editar Exibir Inserir Formatar Ferramentas Dados Janela Ajuda |                |   |   |             |                |  |   |             |   |  |  |
| L174C4 = Contrato de fiança   |                |   |   |             |                |  |   |             |   |  |  |
| 2   | 3              | 4   | 5   | 6           | 7              | 8  | 9   | 10          | 1 |  |  |
| 2   | 1              | <b>Contrato de locação de bem imóvel</b>          |   |             |                |  |   |             |   |  |  |
| 3   | <b>Arquivo</b> | <b>Título do contrato</b>                         | <b>Fonte</b>  | <b>Data</b> | <b>Arquivo</b> | <b>Título do contrato</b>                              | <b>Fonte</b>  | <b>data</b> |   |  |  |
| 4   | POLOC01        | Contrato de locação residencial                   | arquivo pessoal   | 24/6/2002   | IOLOC01        | Tenancy Agreement                                      | arquivo pessoal   | 1/1/2002    |   |  |  |
| 5   | POLOC02        | Modelo de contrato para aluguel – não residencial | <a href="http://www.certaimoveis.com.br/ModeloContratoAluguel.htm">http://www.certaimoveis.com.br/ModeloContratoAluguel.htm</a>   | 8/3/2005    | IOLOC02        | Weekly Rental Agreement                                | <a href="http://www.apartmenthunterz.com/forms/pdf/weekly_rental_agreement.pdf">http://www.apartmenthunterz.com/forms/pdf/weekly_rental_agreement.pdf</a>   | 10/2/2005   |   |  |  |
| 6   | POLOC03        | Contrato de locação residencial com caução        | <a href="http://www.dji.com.br/contratos_modelos/contrato_de_locacao_de_imovel_residencial_com_caucao.htm">http://www.dji.com.br/contratos_modelos/contrato_de_locacao_de_imovel_residencial_com_caucao.htm</a>     | 7/3/2005    | IOLOC03        | Bond Lease Form - Lease Agreement                      | arquivo pessoal   | 20/12/2004  |   |  |  |
| 7   | POLOC04        | Contrato de locação residencial com fiador        | <a href="http://www.dji.com.br/contratos_modelos/contrato_de_locacao_residencial_com_fiador.htm">http://www.dji.com.br/contratos_modelos/contrato_de_locacao_residencial_com_fiador.htm</a>                         | 7/3/2005    | IOLOC04        | Agreement to Let Furnished - Assured Shorthold Tenancy | arquivo pessoal   | 1/9/2001    |   |  |  |
| 8   | POLOC05        | Contrato de locação residencial com seguro fiança | <a href="http://www.dji.com.br/contratos_modelos/contrato_de_locacao_residencial_com_seguro_fianca.htm">http://www.dji.com.br/contratos_modelos/contrato_de_locacao_residencial_com_seguro_fianca.htm</a>           | 7/3/2005    | IOLOC05        | Tenancy Agreement                                      | <a href="http://Makedistrictcottages.me.uk/Shorthold%20tenancy_agreement.htm">http://Makedistrictcottages.me.uk/Shorthold%20tenancy_agreement.htm</a>   | 10/2/2005   |   |  |  |
| 9   |                |   |   |             |                |  |   |             |   |  |  |
| 10  | 2              | <b>Contrato de locação de bem móvel</b>           |   |             |                |  |   |             |   |  |  |
| 11  | <b>Arquivo</b> | <b>Título do contrato</b>                         | <b>Fonte</b>  | <b>data</b> | <b>Arquivo</b> | <b>Título do contrato</b>                              | <b>Fonte</b>  | <b>data</b> |   |  |  |
| 12  | POLOM01        | Termo de contrato SEMADUR                         | <a href="http://www.sematur.ri.gov.br/Texto/Anexo%20IV.doc">http://www.sematur.ri.gov.br/Texto/Anexo%20IV.doc</a>   | 2/3/2005    | IOLOM01        | New York Agreement to Lease Equipment (with Warranty)  | <a href="http://www.ilrg.com/forms/lease-equip-warranty/us/ny">http://www.ilrg.com/forms/lease-equip-warranty/us/ny</a>   | 6/2/2006    |   |  |  |
| 13  | POLOM02        | Contrato particular de locação de coisas          | <a href="http://www.dji.com.br/contratos_modelos/contrato_particular_locacao_de_coisas.htm">http://www.dji.com.br/contratos_modelos/contrato_particular_locacao_de_coisas.htm</a>                                   | 7/3/2005    | IOLOM02        | EquipLease Agreement                                   | <a href="http://www.fleetwoodonline.com/vendors/konicaminolta_Customer/Konica%20Minolta%20EquipLease%20Agreement%20(D&amp;A-USE%20THIS%20ONE).doc">http://www.fleetwoodonline.com/vendors/konicaminolta_Customer/Konica%20Minolta%20EquipLease%20Agreement%20(D&amp;A-USE%20THIS%20ONE).doc</a> | 8/6/2005    |   |  |  |
| 14  | POLOM03        | Contrato de arrendamento de maquinário            | <a href="http://www.dji.com.br/contratos_modelos/contrato_de_arrendamento_de_maquinario_pessoa_juridica.htm">http://www.dji.com.br/contratos_modelos/contrato_de_arrendamento_de_maquinario_pessoa_juridica.htm</a> | 7/3/2005    | IOLOM03        | Equipment Lease Agreement                              | <a href="http://contracts.onecle.com/arabian/silsbee.lease.2004.01.01.shtml">http://contracts.onecle.com/arabian/silsbee.lease.2004.01.01.shtml</a>   | 8/6/2005    |   |  |  |
| 15  | POLOM04        | Instrumento particular de locação de bem móvel    | <a href="http://www.johnrichard.com.br/empresa/contrato01.htm">http://www.johnrichard.com.br/empresa/contrato01.htm</a>   | 6/2/2006    | IOLOM04        | Master Lease Agreement                                 | <a href="http://contracts.onecle.com/arbinet/atel.lease.2003.06.05.shtml">http://contracts.onecle.com/arbinet/atel.lease.2003.06.05.shtml</a>   | 8/6/2005    |   |  |  |
|   | POLOM05        | Texto do contrato de locação                      | <a href="http://www.holemaker.com.br/aluguel/contrato.htm">http://www.holemaker.com.br/aluguel/contrato.htm</a>   | 6/2/2006    | IOLOM05        | Amended and restated lease agreement                   | <a href="http://contracts.onecle.com/savvis/le.lease.2002.01.25.shtml">http://contracts.onecle.com/savvis/le.lease.2002.01.25.shtml</a>   | 8/6/2005    |   |  |  |

Lease Agreement

Between

as Landlord

and

as Tenant

Dated as of \_\_\_\_\_, 20\_\_

This instrument prepared by:

Lease Agreement dated as of \_\_\_\_\_, 19\_\_ (this "Lease"), between \_\_\_\_\_, a \_\_\_\_\_ corporation (herein, together with any corporation succeeding thereto by consolidation, merger or acquisition of its assets substantially as an entirety, called "Landlord") having an address at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, a \_\_\_\_\_ corporation (herein, together with any corporation succeeding thereto by consolidation, merger or acquisition of its assets substantially as an entirety, called "Tenant"), having an address at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

Section 1. Lease of Premises; Title and Condition. (a) In consideration of the rents and covenants herein stipulated to be paid and performed by Tenant and upon the terms and conditions herein specified, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the premises (the "Premises") consisting of (i) the land (the "Land") described in Schedule A, (ii) all buildings and other improvements (including the attachments and other affixed property), now or hereafter located on the Land (the "Improvements"), and (iii) the respective easements, rights and appurtenances relating to the Land and the Improvements. The interests of Landlord in the Premises is herein called "Landlord's Estate". The Premises are leased to Tenant in their present condition without representation or warranty by Landlord and subject to the rights of parties in possession, to the existing state of title and to all applicable legal requirements now or hereafter in effect. Tenant has examined the Premises and title thereto, and has found all of the same satisfactory for all purposes.

(b) Landlord Has Not Made an Inspection of the Premises or of any Property or Fixture or Other Item Constituting a Portion Thereof, and Tenant Expressly Agrees To Lease the Premises and Each Part Thereof "As Is" and "where Is". Landlord Shall Not Be Deemed To Have Made, and Landlord Hereby Disclaims, any warranty or Representation, Express or Implied or Otherwise, with Respect to the Same or the Location, Use, Description, Design, Merchantability, Fitness for Use for any Particular Purposes, Condition or Durability Thereof, or as to the Quality of the Material or Workmanship Therein, or as to Landlord's Title Thereto or Ownership Thereof or Otherwise, It Being Agreed That All Risks Incident Thereto Are To Be Borne by Tenant. In the Event of any Defect or Deficiency of Any Nature In the Premises or any Property or Fixture or Other Item Constituting a Portion Thereof, whether Patent or Latent, Landlord Shall Have No Responsibility or Liability with Respect Thereto. The Provisions of this Section 1(b) Have Been Negotiated and Are Intended to be a Complete Exclusion and Negation of any Warranties by Landlord, Express or Implied, with Respect to the Premises or Any Property or Fixture or Other Item Constituting a Portion Thereof, whether Arising Pursuant to the Uniform Commercial Code or Another Law Now or Hereafter In Effect or Otherwise.

Section 2. Use. Tenant will only use the Premises for a \_\_\_\_\_. Landlord agrees that without the prior consent of Tenant (which consent shall not be unreasonably withheld) it shall not seek any change in the zoning ordinances or land use category applicable to the Premises and Landlord agrees to cooperate with Tenant, at Tenant's expense, in any effort by Tenant to oppose any changes in the present zoning ordinances or land use category applicable to the Premises.

Section 3. Terms. The Premises are leased for (a) an initial term (the "Initial Term"), (b) a primary term (the "Primary Term"), and (c) at Tenant's option, for up to \_\_\_\_ consecutive additional terms of \_\_\_\_ years each (the "Extended Terms"), unless and until the term of this Lease shall expire or be terminated pursuant to any provision hereof. The Initial Term, Primary Term and each Extended Term shall commence and expire on the dates set forth in Schedule B. Tenant shall exercise its option to extend the term of this Lease for one or more Extended Terms by giving notice thereof to Landlord not less than six months prior to the expiration of the then existing term.

Section 4. Rent. (a) Tenant shall pay to Landlord in lawful money of the United States as fixed rent for the Premises, the amounts set forth in Schedule B (collectively, "Basic Rent") on the dates set forth therein (individually a "Payment Date" and collectively the "Payment Dates"), at Landlord's address as set forth above, or at such other address or to such other person as Landlord from time to time may designate.



# Tagset - UCREL CLAWS7

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|           |  |
|-----------|--|
| APPG<br>E | possessive pronoun, pre-nominal (e.g. my, your, our)   |
| AT        | article (e.g. the, no)   |
| AT1       | singular article (e.g. a, an, every)   |
| BCL       | before-clause marker (e.g. in order (that), in order (to))                                   |
| CC        | coordinating conjunction (e.g. and, or)  |
| CCB       | adversative coordinating conjunction ( but)  |
| CS        | subordinating conjunction (e.g. if, because, unless, so, for)                                |
| CSA       | as (as conjunction)  |
| CSN       | than (as conjunction)  |
| CST       | that (as conjunction)  |
| CSW       | whether (as conjunction)   |
| DA        | after-determiner or post-determiner capable of pronominal function (e.g. such, former, same) |

^ <text>\_NULL ^ Fonte\_NP1@ :\_: arquivo\_NN1 pessoal\_JJ Data\_NN :\_: 20/12/2004\_MF Publicacao\_NN1@ :\_: n/a\_FU Lease\_NN1 Agreement\_NN1 Between\_II as\_CSA Landlord\_NN1 and\_CC as\_CSA Tenant\_NN1 Dated\_VVN as\_II21 of\_II22 ,\_, 20\_MC This\_DD1 instrument\_NN1 prepared\_VVN by\_II :\_: Lease\_NN1 Agreement\_NN1 dated\_VVN as\_II21 of\_II22 ,\_, 19\_MC ( ( this\_DD1 " " Lease\_NN1 " " ) ) ,\_, between\_II ,\_, a\_AT1 corporation\_NN1 ( ( herein\_RR ,\_, together\_RL with\_IW any\_DD corporation\_NN1 succeeding\_VVG thereto\_RR by\_II consolidation\_NN1 ,\_, merger\_NN1 or\_CC acquisition\_NN1 of\_IO its\_APPGE assets\_NN2 substantially\_RR as\_II an\_AT1 entirety\_NN1 ,\_, called\_VVN " " Landlord\_NN1 " " ) ) having\_VHG an\_AT1 address\_NN1 at\_II ,\_, ,\_, ,\_, and\_CC ,\_, a\_AT1 corporation\_NN1 ( ( herein\_RR ,\_, together\_RL with\_IW any\_DD corporation\_NN1 succeeding\_VVG thereto\_RR by\_II consolidation\_NN1 ,\_, merger\_NN1 or\_CC acquisition\_NN1 of\_IO its\_APPGE assets\_NN2 substantially\_RR as\_II an\_AT1 entirety\_NN1 ,\_, called\_VVN " " Tenant\_NN1 " " ) ) ,\_, having\_VHG an\_AT1 address\_NN1 at\_II ,\_, ,\_, ,\_. ^ Section\_NN1 1\_MC1 .\_. ^ Lease\_NN1 of\_IO Premises\_NN2 ;; Title\_NN1 and\_CC Condition\_NN1 .\_. ^ ( ( a\_ZZ1 ) ) In\_II consideration\_NN1 of\_IO the\_AT rents\_NN2 and\_CC covenants\_VVZ herein\_RR stipulated\_VVN to\_TO be\_VBI paid\_VVN and\_CC performed\_VVN by\_II Tenant\_NN1 and\_CC upon\_II the\_AT terms\_NN2 and\_CC conditions\_NN2 herein\_RR specified\_VVN ,\_, Landlord\_NN1 hereby\_RR leases\_VVZ@ to\_II Tenant\_NN1 ,\_, and\_CC Tenant\_NN1 hereby\_RR leases\_VVZ@ from\_II Landlord\_NN1 ,\_, the\_AT premises\_NN2 ( ( the\_AT " " Premises\_NN2 " " ) ) consisting\_VVG of\_IO ( ( i\_MC1 ) ) the\_AT land\_NN1 ( ( the\_AT " " Land\_NN1 " " ) ) described\_VVD in\_II schedule\_NN1 A\_ZZ1 ,\_, ( ( ii\_MC ) ) all\_DB buildings\_NN2 and\_CC other\_JJ improvements\_NN2 ( ( including\_II the\_AT attachments\_NN2 and\_CC other\_JJ affixed\_JJ@ property\_NN1 ) ) ,\_, now\_RT or\_CC hereafter\_RT located\_VVN on\_II the\_AT Land\_NP1 ( ( the\_AT " " Improvements\_NN2 " " ) ) ,\_, and\_CC ( ( iii\_MC ) ) the\_AT respective\_JJ easements\_NN2 ,\_, rights\_NN2 and\_CC appurtenances\_NN2 relating\_VVG to\_II the\_AT Land\_NN1 and\_CC the\_AT Improvements\_NN2 .\_. ^ The\_AT interests\_NN2 of\_IO Landlord\_NN1 in\_II the\_AT Premises\_NN2 is\_VBZ herein\_RR called\_VVN " " Landlord\_NN1 's\_GE Estate\_NN1 " " .\_. ^ The\_AT Premises\_NN2 are\_VBR leased\_VVN to\_II Tenant\_NN1 in\_II their\_APPGE present\_JJ condition\_NN1 without\_IW representation\_NN1 or\_CC warranty\_NN1 by\_II Landlord\_NN1 and\_CC subject\_II21 to\_II22 the\_AT rights\_NN2 of\_IO parties\_NN2 in\_II possession\_NN1 ,\_, to\_II the\_AT existing\_JJ state\_NN1 of\_IO title\_NN1 and\_CC to\_II all\_DB applicable\_JJ legal\_JJ requirements\_NN2 now\_RT or\_CC hereafter\_RT in\_II effect\_NN1 .\_. ^ Tenant\_NN1 has\_VHZ examined\_VVN the\_AT Premises\_NN2 and\_CC title\_NN1 thereto\_RR ,\_, and\_CC has\_VHZ found\_VVN all\_DB of\_IO the\_AT same\_DA satisfactory\_JJ for\_IF all\_RR@ purposes\_NNU ( ( b\_ZZ1 ) ) Landlord\_NN1 Has\_VHZ Not\_XX Made\_VVN an\_AT1 Inspection\_NN1 of\_IO the\_AT Premises\_NN2 or\_CC of\_IO any\_DD Property\_NN1 or\_CC Fixture\_NN1 or\_CC other\_JJ Item\_NN1 Constituting\_VVG a\_AT1 Portion\_NN1 Thereof\_RR ,\_, and\_CC Tenant\_NN1 Expressly\_RR Agrees\_VVZ To\_TO Lease\_VVI the\_AT Premises\_NN2 and\_CC Each\_DD1 Part\_NN1 Thereof\_RR " " As\_CSA Is\_VBZ " " and\_CC " " where\_RRQ Is\_VBZ " " .\_. ^ Landlord\_NN1 Shall\_VM Not\_XX Be\_VBI Deemed\_VVN To\_TO Have\_VHI Made\_VVN ,\_, and\_CC Landlord\_NN1 Hereby\_RR Disclaims\_VVZ ,\_, any\_DD Warranty\_NN1 or\_CC Representation\_NN1 ,\_, Express\_NN1 or\_CC Implied\_VVD or\_CC otherwise\_RR ,\_, with\_II31 Respect\_II32 to\_II33 the\_AT Same\_DA or\_CC the\_AT Location\_NN1 ,\_, Use\_VV0 ,\_, Description\_NN1 ,\_, Design\_NN1 ,\_, Merchantability\_NP1 ,\_, Fitness\_NN1 for\_IF Use\_NN1 for\_IF any\_DD Particular\_JJ Purposes\_NN2 ,\_, Condition\_NN1 or\_CC Durability\_NN1 Thereof\_RR ,\_, or\_CC as\_II21 to\_II22 the\_AT Quality\_NN1 of\_IO the\_AT Material\_NN1 or\_CC workmanship\_NN1 Therein\_RR ,\_, or\_CC as\_II21 to\_II22 Landlord\_NN1 's\_GE Title\_NN1 Thereto\_RR or\_CC Ownership\_NN1 Thereof\_RR or\_CC otherwise\_RR ,\_, It\_PPH1 Being\_VBG Agreed\_VVN That\_CST All\_DB Risks\_NN2 Incident\_NN1 Thereto\_RR Are\_VBR To\_TO Be\_VBI Borne\_VVN by\_II Tenant\_NN1 .\_. ^ In\_II the\_AT Event\_NN1 of\_IO any\_DD Defect\_NN1 or\_CC Deficiency\_NN1 of\_IO Any\_DD Nature\_NN1 In\_II the\_AT Premises\_NN2 or\_CC any\_DD Property\_NN1 or\_CC Fixture\_NN1 or\_CC other\_JJ Item\_NN1 Constituting\_VVG a\_AT1 Portion\_NN1 Thereof\_RR ,\_, whether\_CSW Patent\_NN1 or\_CC Latent\_JJ ,\_, Landlord\_NN1 Shall\_VM Have\_VHI No\_AT Responsibility\_NN1 or\_CC Liability\_NN1 with\_IW Respect\_NN1 Thereto\_RR .\_. ^ The\_AT Provisions\_NN2 of\_IO this\_DD1 section\_NN1 1(b)\_FO Have\_VHO Been\_VBN Negotiated\_VVN and\_CC Are\_VBR Intended\_VVN to\_TO be\_VBI a\_AT1 Complete\_JJ Exclusion\_NN1 and\_CC Negation\_NN1 of\_IO any\_DD warranties\_NN2 by\_II Landlord\_NN1 ,\_, Express\_NN1 or\_CC Implied\_VVD ,\_, with\_II31 Respect\_II32 to\_II33 the\_AT Premises\_NN2 or\_CC Any\_DD Property\_NN1 or\_CC Fixture\_NN1 or\_CC other\_JJ Item\_NN1 Constituting\_VVG a\_AT1 Portion\_NN1 Thereof\_RR ,\_, whether\_CSW Arising\_VVG Pursuant\_II21 to\_II22 the\_AT Uniform\_JJ Commercial\_JJ Code\_NN1 or\_CC Another\_DD1 Law\_NN1 Now\_RT or\_CC Hereafter\_RT In\_II Effect\_NN1 or\_CC otherwise\_RR .\_. ^ Section\_NN1 2\_MC .\_. ^ Use\_VV0 .\_. ^ Tenant\_NN1 will\_VM only\_RR use\_VVI the\_AT Premises\_NN2 for\_IF a\_AT1 .\_. ^ Landlord\_NN1 agrees\_VVZ that\_CST without\_IW the\_AT prior\_JJ consent\_NN1 of\_IO Tenant\_NN1 ( ( which\_DDQ consent\_NN1 shall\_VM not\_XX be\_VBI unreasonably\_RR withheld\_VVN ) ) it\_PPH1 shall\_VM not\_XX seek\_VVI any\_DD change\_NN1 in\_II the\_AT zoning\_NN1 ordinances\_NN2 or\_CC land\_NN1 use\_NN1 category\_NN1 applicable\_JJ to\_II the\_AT Premises\_NN2 and\_CC Landlord\_NN1 agrees\_VVZ to\_TO cooperate\_VVI with\_IW Tenant\_NN1 ,\_, at\_II Tenant\_NN1 's\_GE expense\_NN1 ,\_, in\_II any\_DD effort\_NN1 by\_II Tenant\_NN1 to\_TO oppose\_VVI any\_DD changes\_NN2 in\_II the\_AT present\_JJ zoning\_NN1 ordinances\_NN2 or\_CC land\_NN1 use\_NN1 category\_NN1 applicable\_JJ to\_II the\_AT Premises\_NN2 .\_. ^ Section\_NN1 3\_MC .\_. ^ Terms\_NN2 .\_. ^ The\_AT Premises\_NN2 are\_VBR leased\_VVN for\_IF ( ( a\_ZZ1 ) ) an\_AT1 initial\_JJ term\_NN1 ( ( the\_AT " "



Getting Started...

Texts

You have 140 text files chosen.

Change Selection

Concordance

Seek \*CC \*NN2 in these files...

Add an Asterisk

Horizons etc.

change search-word

start Concordance

Cancel

Help

Concordance Settings

Search Word or Phrase

\*CC \*RR

but excluding:

Context Word(s) & Context Search Horizons

\*RR

2L  
3L  
4L  
5L  
6L

to

OR  
1R  
2R  
3R  
4R

Cancel

Help

Symbols

OK

Go Now!



| Concord - [xCCxRR: 90 entries (sort: 5L,5L)] |  |     |     |          |               |
|--|--|-----|-----|----------|---------------|
| File View Settings Window Help               |  |     |     |          |               |
|  |  |     |     |          |               |
| N  | Concordance  | Set | Tag | Word No. | File %        |
| 58   | s_NN2 _ , shall_VM act_VVI honestly_RR and_CC diligently_RR and_CC in_I131 accordance_I    |     |     | 14.688   | 080~1.txt 59  |
| 59   | shall_VM be_VBI printed_VVN legibly_RR and_CC conspicuously_RR on_I1 each_DD1 stock_N      |     |     | 12.957   | 9f6~1.txt 74  |
| 60   | ch_DA document_NN1 is_VBZ factually_RR or_CC legally_RR incorrect._NNU 5.5_MC With_I13     |     |     | 4.713    | 282~1.txt 51  |
| 61   | h_DA Grantor_NN1 will_VM promptly_RR and_CC duly_RR execute_VVD and_CC deliver_VVD         |     |     | 4.933    | ar0~2.txt 34  |
| 62   | ch_DA document_NN1 is_VBZ factually_RR or_CC legally_RR incorrect._NNU 5.2_MC The_AT       |     |     | 4.031    | 282~1.txt 43  |
| 63   | _ , that_CST they_PPHS2 completely_RR and_CC fully_RR describe_VVD and_CC disclose_V       |     |     | 3.196    | qa0~1.txt 18  |
| 64   | t_CST You_PPY have_VHD expressly_RR and_CC knowingly_RR waived_VVD those_DD2 right         |     |     | 1.954    | rp0~4.txt 68  |
| 65   | onfidential_JJ Information_NN1 solely_RR and_CC exclusively_RR for_IF the_AT operation_NN1 |     |     | 10.295   | qa0~1.txt 59  |
| 66   | T Subject_NN1 Property_NN1 presently_RR or_CC potentially_RR posing_VVG a_AT1 signfica     |     |     | 1.798    | oa0~4.txt 54  |
| 67   | _AT Signature_NN1 Page_NN1 hereto_RR and_CC knowingly_RR contracts_VVZ@ with_IW an         |     |     | 2.786    | ed0~4.txt 37  |
| 68   | oVision_NN1 functionality_NN1 solely_RR and_CC exclusively_RR on_I1 DIRECTV_NP1 DVR_       |     |     | 1.116    | sp0~2.txt 12  |
| 69   | e_AT Company_NN1 may_VM validly_RR and_CC legally_RR issue_VVD fully_RR paid_VVN a         |     |     | 6.329    | pc0~3.txt 99  |
| 70   | e_AT Shareholder_NN1 has_VHZ duly_RR and_CC validly_RR executed_VVN and_CC delivered       |     |     | 2.893    | ac0~3.txt 59  |
| 71   | the_AT Collateral_NN1 as_CSA fully_RR and_CC completely_RR as_CS21 though_CS22 the_        |     |     | 12.013   | ar0~2.txt 83  |
| 72   | tenancy_NN1 shall_VM automatically_RR and_CC absolutely_RR terminate_VVD and_CC the_       |     |     | 4.499    | oc0~4.txt 87  |
| 73   | curities_NN2 Intermediary_NN1 solely_RR and_CC exclusively_RR for_IF the_AT benefit_NN1    |     |     | 529      | ep0~2.txt 16  |
| 74   | curities_NN2 Intermediary_NN1 solely_RR and_CC exclusively_RR for_IF the_AT benefit_NN1    |     |     | 424      | ep0~2.txt 13  |
| 75   | times_NNT2 faithfully_RR _ , honestly_RR and_CC diligently_RR perform_VVD your_APPGE ob    |     |     | 1.967    | qa0~4.txt 5   |
| 76   | y_DD time_NNT1 fail_VVI to_TO duly_RR and_CC punctually_RR pay_VVD _ , perform_VVD _       |     |     | 32.892   | p0~2.txt 87   |
| 77   | _NN2 to_I1 a_AT1 work_NN1 previously_RR or_CC simultaneously_RR published_VVN in_I1 eit    |     |     | 2.274    | ub0~4.txt 84  |
| 78   | taking_NN1 have_VHD been_VBN duly_RR and_CC validly_RR executed_VVN and_CC delivered       |     |     | 8.581    | cv0~4.txt 56  |
| 79   | N1 unless_CS it_PPH1 is_VBZ clearly_RR and_CC conspicuously_RR disclosed_VVN at_I1 the     |     |     | 5.855    | an0~3.txt 66  |
| 80   | _ , whether_CSW produced_VVN solely_RR or_CC jointly_RR with_IW others_NN2 _ , and_CC      |     |     | 944      | sp0~4.txt 24  |
| 81   | _ , which_DDQ products_NN2 individually_RR or_CC collectively_RR represent_VVD more_DAR t  |     |     | 23.822   | qa0~2.txt 89  |
| 82   | supplement_VVD shall_VM expressly_RR and_CC specifically_RR subject_VVD% this_DD1 Le       |     |     | 12.571   | oc0~3.txt 88  |
| 83   | which_DDQ you_PPY 'I1_VM promptly_RR and_CC fully_RR comply_VVD with_IW at_I1 your_A       |     |     | 10.737   | qa0~4.txt 31  |
| 84   | VM be_VBI resolved_VVN exclusively_RR and_CC finally_RR by_I1 arbitration_NN1 administere  |     |     | 1.680    | rp0~4.txt 58  |
| 85   | will_VM be_VBI governed_VVN solely_RR and_CC exclusively_RR by_I1 the_AT terms_NN2 of      |     |     | 3.826    | sp0~4.txt 98  |
| 86   | _ , will_VM be_VBI a_AT1 physically_RR and_CC mentally_RR healthy_JJ child_NN1 free_JJ     |     |     | 963      | oa0~2.txt 19  |
| 87   | N1 will_VM not_XX be_VBI unreasonably_RR or_CC unduly_RR impeded_VVN _ , hindered_VV       |     |     | 1.905    | for0~2.txt 44 |
| 88   | NT1 _ . ^ You_PPY will_VM promptly_RR and_CC fully_RR pay_VVD all_DB amounts_NN2 c         |     |     | 10.981   | qa0~4.txt 32  |
| 89   | _NN1 _ . ^ You_PPY 'I1_VM promptly_RR and_CC continuously_RR comply_VVD _ , at_I1 you      |     |     | 14.893   | qa0~4.txt 43  |
| 90   | RR22 _ , you_PPY shall_VM promptly_RR and_CC diligently_RR perform_VVD all_DB necessar     |     |     | 15.306   | qa0~4.txt 44  |



| N  | cluster                          | Freq. |
|----|----------------------------------|-------|
| 1  | dulyrr andcc validlyrr           | 10    |
| 2  | solelyrr andcc exclusivelyrr     | 9     |
| 3  | beenvbn dulyrr andcc             | 7     |
| 4  | andcc exclusivelyrr forif        | 5     |
| 5  | exclusivelyrr forif theat        | 5     |
| 6  | havevh# beenvbn dulyrr           | 5     |
| 7  | expresslyrr andcc specificallyrr | 4     |
| 8  | promptlyrr andcc fullyrr         | 4     |
| 9  | andcc diligentlyrr performw#     | 3     |
| 10 | andcc validlyrr authorizedwn     | 3     |
| 11 | andcc validlyrr executedwn       | 3     |
| 12 | ascsa fullyrr andcc              | 3     |
| 13 | executedwn andcc deliveredwn     | 3     |
| 14 | forif theat benefitnn#           | 3     |
| 15 | theat benefitnn# ofio            | 3     |
| 16 | validlyrr executedwn andcc       | 3     |
| 17 | willwm promptlyrr andcc          | 3     |



# Selecting binomials from 'clusters'

---

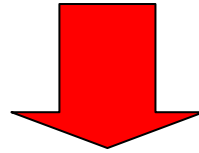
- duly and validly
- solely and exclusively
- expressly and specifically
- promptly and fully



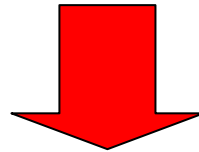
# Methodology - synthesis

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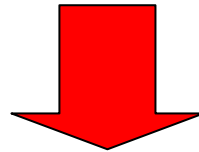
Identifying binomials in English



*Prima facie* translation

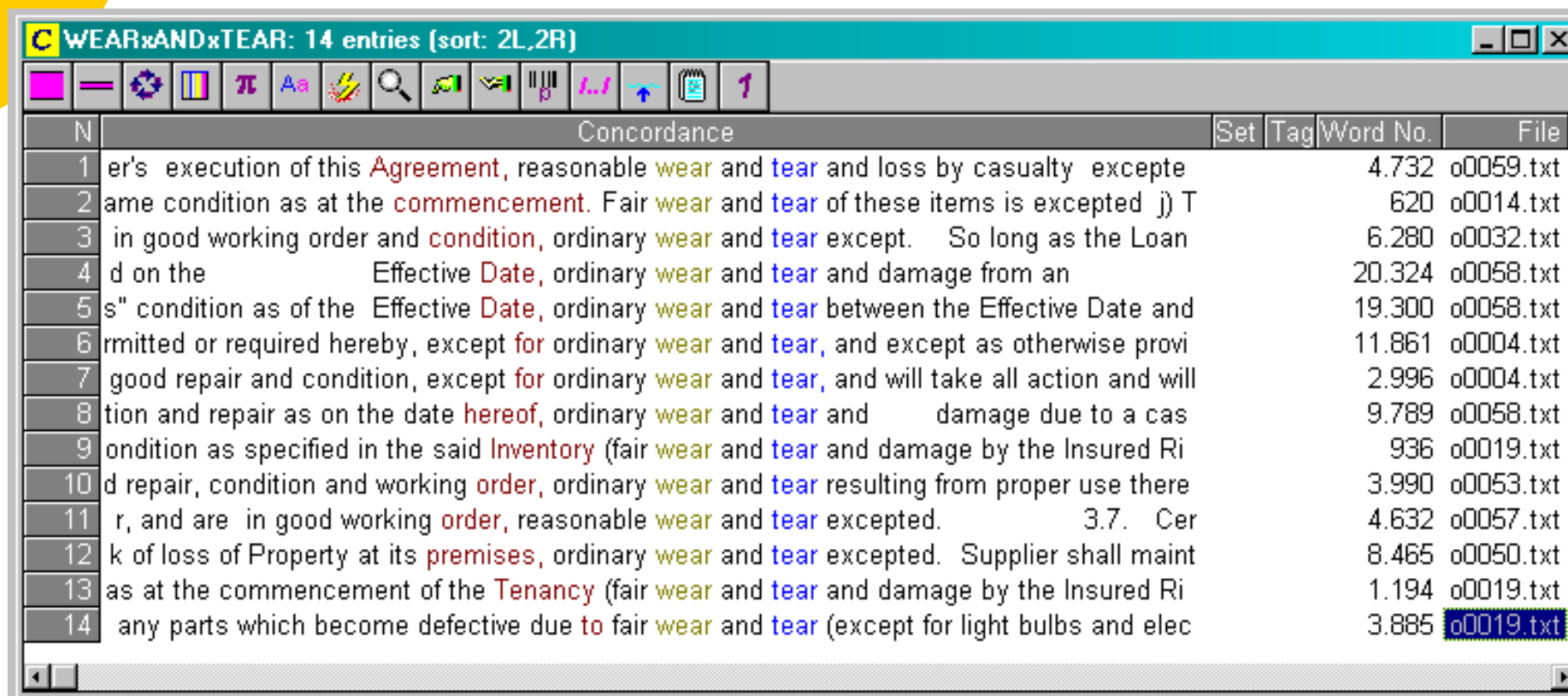


Examining greater context



Determining a Correspondent

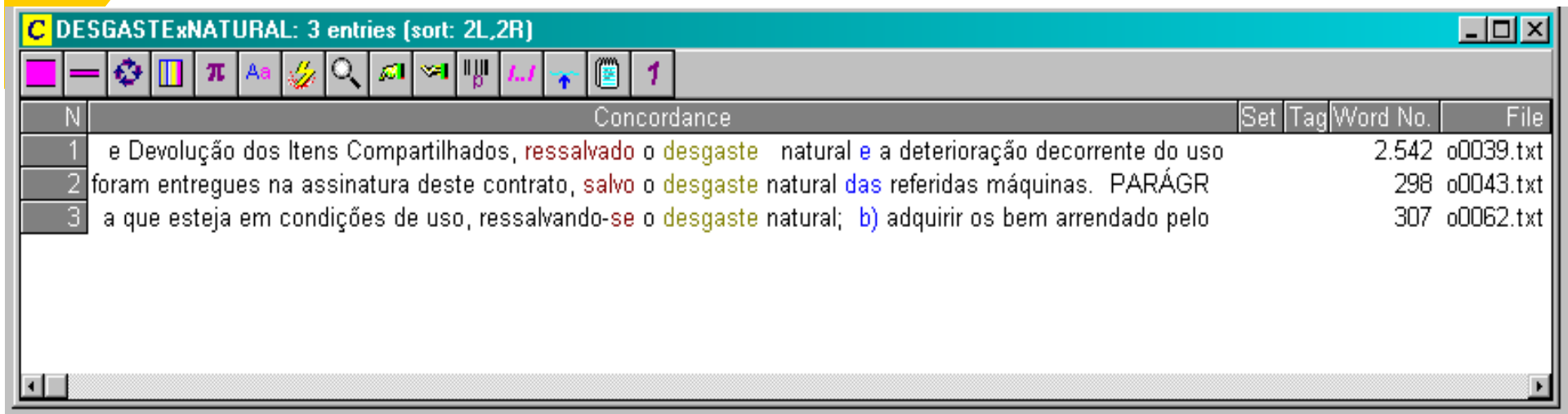
# Concordance lines for wear and tear



| N  | Concordance   | Set | Tag | Word No. | File      |
|----|---|-----|-----|----------|-----------|
| 1  | er's execution of this Agreement, reasonable wear and tear and loss by casualty excepte         |     |     | 4.732    | o0059.txt |
| 2  | ame condition as at the commencement. Fair wear and tear of these items is excepted j) T        |     |     | 620      | o0014.txt |
| 3  | in good working order and condition, ordinary wear and tear except. So long as the Loan         |     |     | 6.280    | o0032.txt |
| 4  | d on the Effective Date, ordinary wear and tear and damage from an                              |     |     | 20.324   | o0058.txt |
| 5  | s" condition as of the Effective Date, ordinary wear and tear between the Effective Date and    |     |     | 19.300   | o0058.txt |
| 6  | rmitted or required hereby, except for ordinary wear and tear, and except as otherwise provi    |     |     | 11.861   | o0004.txt |
| 7  | good repair and condition, except for ordinary wear and tear, and will take all action and will |     |     | 2.996    | o0004.txt |
| 8  | tion and repair as on the date hereof, ordinary wear and tear and damage due to a cas           |     |     | 9.789    | o0058.txt |
| 9  | ondition as specified in the said Inventory (fair wear and tear and damage by the Insured Ri    |     |     | 936      | o0019.txt |
| 10 | d repair, condition and working order, ordinary wear and tear resulting from proper use there   |     |     | 3.990    | o0053.txt |
| 11 | r, and are in good working order, reasonable wear and tear excepted. 3.7. Cer                   |     |     | 4.632    | o0057.txt |
| 12 | k of loss of Property at its premises, ordinary wear and tear excepted. Supplier shall maint    |     |     | 8.465    | o0050.txt |
| 13 | as at the commencement of the Tenancy (fair wear and tear and damage by the Insured Ri          |     |     | 1.194    | o0019.txt |
| 14 | any parts which become defective due to fair wear and tear (except for light bulbs and elec     |     |     | 3.885    | o0019.txt |

# Looking for a translation

## Desgaste Natural



| N | Concordance   | Set | Tag | Word No. | File      |
|---|---|-----|-----|----------|-----------|
| 1 | e Devolução dos Itens Compartilhados, <b>ressalvado</b> o <b>desgaste</b> natural e a deterioração decorrente do uso        |     |     | 2.542    | o0039.txt |
| 2 | foram entregues na assinatura deste contrato, <b>salvo</b> o <b>desgaste</b> natural <b>das</b> referidas máquinas. PARÁGR  |     |     | 298      | o0043.txt |
| 3 | a que esteja em condições de uso, <b>ressalvando-se</b> o <b>desgaste</b> natural; <b>b)</b> adquirir os bem arrendado pelo |     |     | 307      | o0062.txt |



# Identifying Language Patterns

---

## 1- Wear and tear

- **Always preceded by an adjective:** fair, natural, ordinary, reasonable

- Phrases:

"except for ordinary wear and tear"

"ordinary wear and tear excepted"

## 2 - Desgaste natural

- Phrases:

"salvo o desgaste natural"

"ressalvado o desgaste natural"



# Classifying Binomials for Translation Purposes

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# Classifying Binomials

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○ So far we have observed 3 categories, which we have named:

■ **redundant** - made up of quasi-synonyms

*e.g. true and correct*

■ **specific** - made up of technical terms

*e.g. husband and wife*



# Redundant Binomials

---

- are in disuse and ought to be avoided
- cause a lot of construction and translation problems

E.g.

- (a) **to have and hold**
- (b) **each and all**
- (c) **aid and abet**
- (d) **null and void**
- (e) **cease and desist**
- (f) **give, devise and bequeath**



## Specific Binomials

---

- cannot be avoided, ought to be translated according to the appropriate language patterns.

E.g.

**except for fair wear and tear**

>>>

**ressalvado o desgaste natural**



## Concluding remarks

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- There are different kinds of binomial units
- Translation strategy will depend on that
- They are a feature of English Law language
- But not of Brazilian Portuguese
- To translate Legal Language into Legal Language



## Related Projects

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- **COMET** - Corpus Multilíngüe para Ensino e Tradução - Multilingual Corpus for Teaching and Translation
  
- **CorTec** - Corpora Técnicos - Technical Corpora

<http://www.fflch.usp.br/dlm/comet/>



Corpus Multilíngue para Ensino e Tradução



para saber das últimas novidades

Principal

O Projeto

Equipe

CorTec

CoMAprend

CorTrad

Artigos, etc.

Links

Informativo

Contato

Site FFLCH

Site USP

### Step 1/3: Corpus selection.

Select which one(s) you want to work on.

#### List of Corpora

- Culinária
- Ecoturismo
- Hipertensão
- Informática
- Instrumentos Contratuais

#### Language

- Portuguese
- English



Thank you for your attention.

---

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Please visit our website:

<http://www.fflch.usp.br/dlm/comet/>



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