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The Contract for the Sale of Goods: Translation &
Analysis

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ABSTRACT

The translation of the legal field is considered a specialized-purpose translation, which has increased its importance throughout the few years. Legal translation is characterized by a certain complexity due to the technical vocabulary and other linguistic aspects that differ significantly between two or more countries. Therefore, this work deals with a commented translation and analysis of the *Contract for the Sale of Goods* from English into Spanish taking into account different resources. Its main aim is to show the main differences and similitudes between the English and Spanish contracts. Moreover, a bilingual terminological glossary was achieved as aid for translators.

Keywords: *legal field, translation, contract, terminology, contrastive analysis*

RESUMEN

La traducción jurídica se considera una traducción especializada cuya importancia ha ido aumentando a lo largo de los últimos años. Además, la traducción jurídica se caracteriza por su complejidad debido a su vocabulario técnico y otros aspectos lingüísticos que difieren de manera importante entre dos o más países. Por ello, este proyecto tiene como objetivo una traducción comentada del inglés al español de un contrato de compraventa teniendo en cuenta diferentes recursos. Su objetivo principal es mostrar las diferencias y similitudes entre los contratos ingleses y españoles. Además, se ha creado un glosario terminológico que puede ser usado como apoyo para traductores.

Palabras clave: *campo jurídico, traducción, contrato, terminología, análisis contrastivo*

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1. Introduction

The process of translating documents from one language (Source Text from now on ST) to another (Target Text from now on TT) is very common in today's society since it is considered a natural way of communication between people with different languages and cultures. This work aims to translate and analyze a document that belongs to the legal field, more specifically the *Contract for the Sale of Goods*. Although renowned authors such as Borja Albi, Alcaraz Varó and Hughes, and Campos Martín have studied this field, it is not a conventional field of study. For this reason, we consider it relevant to analyze this specialized genre. Although this work is not considered as a purely research paper, some documentation and research work was taken into account and carried out.

Several resources related to the specialized genre have to be consulted, such as bilingual and monolingual dictionaries, professional forums of translation and specialized databases in order to determine if they are useful for our translation and analysis of the *Contract for the Sale of Goods*. We have sought different texts written in the English and Spanish language, which will be referred to as comparable texts throughout the project. These were used for finding out the main characteristics that can be identified when translating contracts.

Then, the analysis of the comparable texts was performed taking into consideration four levels so that the differences and similitudes were identified in both the English and Spanish contracts. Besides, the features obtained after the analysis of the comparable texts helped us to select the correct type of translation that we have to carry out for the contract. Bearing in mind this aspect, a commented translation of the *Contract for the Sale of Goods* was accomplished, and afterwards the most significant problems of the terminology were discussed, being the final objective to create a bilingual terminological glossary, which includes the main problematic term. This glossary is considered as a significant aid for translators but it is not designed for terminologists.

The objectives that this final dissertation includes were carefully studied in our work throughout the different sections: in the first section (1) the State of the Art can be found and it includes the works of relevant authors who have dealt with this specialized genre; (2) this section contains the methodology and the resources with a detailed explanation of how this work was carried out, as well as a description of the main tools which have been used; (3) this third section shows the results of the comparable texts analysis; (4) this part consists of the translation of the *Contract for the Sale of Goods*, and the corresponding translation comments, and (5) the last section deals with the final conclusions of the work regarding the translation of the English contract.

2. The State of the Art

This paper aims to attain the translation of a text that belongs to the legal field. It is a practical study, and therefore it is not considered a research work, which deals with the translation of a *Contract for the Sale of Goods* from English into Spanish. Although the work is not considered a research paper, we have to take into account the theories about this genre and its translation from relevant authors.

The translation of legal documents is considered one of the most important in the world, and, at the same time, it is also considered one of the topics of specialized-purpose translations (Sarcevic 1997, 1). According to Hutchinson and Waters, the study of the English language aimed at the study of grammatical features, but, since 1970, the study of the English language was considered as the language of the learners' needs, and the language used by different type of users (1987, 7-9).

The growth of ESP, then, brought about by a combination of three important factors: the expansion for demand for English to suit particular needs and developments in the fields of linguistics and educational psychology (Hutchinson and Watters 1987, 8).

On the other hand, these authors claimed that the English of commerce or engineering gave rise to a specific group of learners, and, as a consequence, they studied how English functions in specific contexts: English for Specific Purposes (ESP). This expansion is still increasing nowadays in all countries but at a different speed

(Hutchinson and Waters 1987, 7-9). Within ESP we can find different contexts, such as medicine, science, economics or law. As we have mentioned previously, this work is related to the legal field.

Important researchers such as Alcaraz Varó and Hughes, Borja Albi, and Campos Martín, Ortega Arjonilla, Álvarez Calleja have studied the legal field. Alcaraz Varó together with Hughes in *Legal Translation Explained (2002)* show the problems that translators have to face when dealing with the legal field, and how these problems can be solved. Many of their books, such as *El Inglés Jurídico (1994)* and *El Español Jurídico (2009)*, were important because Alacaraz Varó includes the main characteristics of the English and Spanish language, the legal vocabulary and differences between both countries, as well as the explanation of the contracts. Also, they explained some of the peculiarities of English language in the legal context. *New Approach to Legal Translation (1997)*, written by Susan Sarcevic, deals mainly with features of legal translation. In her book she describes: text typologies, functions, classifications of legal documents and types of translations. This book is very significant because it helps to improve our knowledge about legal field.

Related to our genre and sub-genre, which is the contract, and more specifically, the *Contract for the Sale of Goods*, there are not as many analyses and studies as found in other areas, but three main authors were found that have analyzed the study of Contracts for the Sale of Goods.

Estudio Descriptivo de la Traducción Jurídica: un enfoque discursivo (1998) written by Borja Albi who is considered one of the most significant writers dealing with specialized translation has studied the International Contract for the Sale of Goods, specially the linguistic and textual problems (as for example: methods of translation and the choice of the text).

Natalia Maria Campos Martín in *La traducción jurídica: los contratos. Estudio traductológico y terminológico comparado (francés/ español) (2013)* wrote about the differences and the similitudes that can be found when translating contracts in both

countries. This book was a great support because although the analyzed language was different, the type of analysis that we carried out for our paper is very similar. Also, her classification of contracts was applied for our contrastive analysis within the ‘Methodology Section’.

Finally, Roberto Mayoral Ansensio wrote his research paper “Comparación de los contratos Inglés y en Español como ayuda al traductor (2007)” about a contrastive analysis of contracts as a continuity of Anabel Borja’s study, and his research shows the microstructure of the English contract and the macrostructure of the Spanish contract, and other features such as: false friends regarding the terminology, verb tenses and the use of redundancy, what was specially useful in the translation of the *Contract for the Sale of Goods*.

3. Methodology and Resources

3.1. Methodology

“Translation is the replacement of a text in the source language by semantically and pragmatically equivalent text in target language” (House 1997, 141). According to Hatim and Munday, translation is divided into literary translation, technical translation, subtitling and machine translation (2004, 4).

Our work is composed of the technical translation of *the Contract for the Sale of Goods* translation from the English language (ST) into Spanish (TT), being a specialized text in legal-economic field. Furthermore, it is characterized by belonging to a specialized genre and having a specific function.

Specialized language is used in the translation of specialized texts. As the interest shown by philologists has increased considerably, this fact has given rise to “specialized languages”, or “langues de spécialité” (taken from the French terminology):

According to Cabré “the specialized languages” are set of subcodes –partially coincident with the subcode of the common language – characterized by special peculiarities being these, own and specific of each one of them (...) (1993, 128 my translation).

These specialized languages deal with a specialized vocabulary that experts and professionals use in order to provide information about a specific area (Alcaraz Varó and Hughes 2009, 15).

They can also be named as “professional and academic languages” since they are related to professional contexts, such as those associated to medicine, science or law, and they are considered academic since academic institutions, such as Universities, use them. The main examples that fit with our project are *ESP (English for Specific Purposes)* and *EPA (Español profesional y académico)*. As reported by Alcaraz and Hughes, they are characterized by technical vocabulary, particular syntactic and stylistic features, and the text genre (Alcaraz Varó and Hughes 2009, 15-17).

The *Contract for the Sale of Goods* is a specialized text written in specialized language (ESP). Besides, it is related to the professional legal context, dealing in this way with technical vocabulary, complex syntax and a particular genre.

Identifying the genre of texts to be translated will help the translator to focus on its peculiarities and the lexical and syntactic equivalence (Alcaraz and Hughes 2002, 101).

Bhatia stated that by “genre”:

Each of the specific classes of text characteristics of a given scientific community or professional group and distinguished from each other by certain features of vocabulary, form and style, which are wholly function-specific and conventional in nature (qtd. in Alcaraz and Hughes 2002, 101).

This means that within the specialized legal field, the genre of our text is “contract”. This genre is mainly characterized by the usage of archaic, complex, highly specialized vocabulary, Latin expressions, and the repetition of structures (Campos Martín 2013, 43).

Campos Martín divided the structure of the contract in the following way:

1. Information about the contractors or the parties of the contract
2. Place and date of its presentation
3. Agreement

4. Articles (and any further specification which the parties wish to make)
5. Signatures of the parties (Campos Martín 2013, 43 my translation)

All the specialized texts include specific functions. On the one hand, Reib classified the function of specialized texts as expressive, conative and informative (qtd in Sarcevic 1997, 7). By expressive function she means literary works, whereas propaganda and advertisement are classified as conative for their persuasive intention. Also, “objective texts in which the intention of the author is to convey information are classified as informative” (Sarcevic 1997, 9). For this reason, our *Contract for the Sale of Goods* is classified as informative.

On the other hand, Sager made a detailed classification of numerous genres, and among them, he classified the contracts, claiming that they have two main functions for the reader. The first one is informative due to the features of the legal texts, and the second one is directive for the parties that establish the contract (qtd. in Sarcevic 1997, 10).

As a general rule, a text with a particular function is characterized by a combination or ‘configuration’ of which can be constituted by extratextual (i.e. pragmatic) and intratextual (i.e. semantic, syntactic and stylistic) elements (Nord 2005, 20).

Using this quotation from Nord as an explanation, the *Contract for the Sale of Goods* is characterized by semantic, syntactic and stylistic elements, which lead us to analyze the text using these elements, in addition to an accurate type of translation.

3.1.1. Type of Translation

When translating, the translator has to face diverse decisions, being one of them the determination of the type of translation that has to be carried out. Different authors have made different classifications of the type of translation, but we focus on two main important authors: Newmark and Juliane House. They have been chosen because they are considered the most traditional ones and also because they have been the authors that we have studied during the academic course of Estudios Ingleses (English Studies). Although the classifications by Newmark and House are different, they are compatible.

Newmark’s classification: faithful translation was chosen for the translation of our contract because it is the one that fits perfectly with our text translation. As we can see in the figure below, he divided the classification of the translation into SL emphasis and TL emphasis.

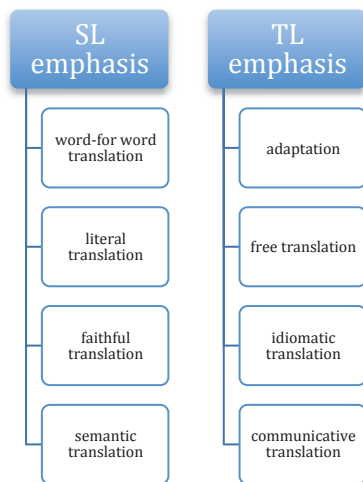


Figure 1: Newmark’s classification

Faithful translation attempts to reproduce the precise contextual meaning of the original within the constraints of the TL grammatical structures. It ‘transfers’ cultural words and preserves the degree of grammatical and lexical ‘abnormality’ in the translation (Newmark 1988, 46).

House’s classification: Juliane House distinguished two forms of translation: *overt* and *covert*. Overt translation is “one which must overtly be a translation not, as it were, a ‘second original’. In an overt translation the source text is tied in a specific manner to the source language community and its culture” (House 1997, 66).

Covert translation is a “translation that enjoys the status of an original source text in the target culture” (House 1997, 69).

Faithful and overt translation were carried out for the translation of the *Contract for the Sale of Goods* since we want to preserve the initial meaning that the text has (SL emphasis) without hiding that it is a translation.

3.1.2. Comparable texts

In order to perform a correct translation it is necessary to understand the characteristics of the genre that is translated in the source language and the target language. Consequently, we have searched for comparable texts that allow us to describe the main features of this genre in English and Spanish language and to achieve a correct translation in line with these features.

Different comparable texts written in English and Spanish languages were compiled. The aim of compiling these texts was to carry out a contrastive analysis between them, and to support the final translation and the terminological glossary. The number of Spanish comparable texts exceeds the number of contracts written in the English language because the translation of our contract was from the English to the Spanish language. These texts cannot be considered as a corpus, due to their large number of samples, but they were considered as an aid for the translation and analysis of the contract.

Comparable texts are those “texts on the same topic and in the same genre but in the language in which one is translating” (Alcaraz and Hughes 2009, 3). Our comparable texts were Contracts for the Sale of Goods written in English and Spanish, although, the subject matter of the goods sold is different, such as those associated to farms, cars or houses.

All texts were samples of templates, which means that the personal information about the parties does not appear. The process of collecting the texts was simple although a previous reading had to be undertaken so as to establish whether they were useful or not for our project.

They were downloaded from different websites such as *Docracy*, *Tranlegal*, *Modelocontrato*, *Scribd*, *OCU*, and *Tu abogado defensor* websites:

- *Docracy* is “a home for contracts and other legal documents, socially curated by the communities that use them.” The aim of the web is to provide documents freely available for everyone. It was very important for the compilation of the comparable texts, which were English contracts. Furthermore, it was significant

because it provided us with the *Contract for the Sale of Goods* (ST) for the translation, as well as more templates for the contrastive analysis. (www.docracy.com)

- *Translegal* is a very reliable website that provides English books, courses, dictionaries and guides, which are related to the discussion of legal field and promote legal issues for students. (www.translegal.com)
- *Modelo Contrato* is an open website, where different templates of contracts are available to the public. This is a Spanish website where the type of contract can be chosen depending on the user's needs: contracts of lease, contracts of employment, and the contract for service (www.modelocontrato.net).
- *Scribd* is "A digital document library that allows users to publish, discover and discuss original writings and documents in various languages" (Scribd www.scribd.com). It was used to collect samples of contracts in the English language.
- *Ocu* and *Tu abogado defensor* are similar websites since they provide templates of legal documents. Here, people can contact for legal tips. Both of them are Spanish websites. (www.tuabogadodefensor.com & www.ocu.org)

We named the files of the texts for an easier identification and analysis. According to Bowker and Pearson, the correct text identification should "include size, full text or extract, number of texts, medium, subject, text type, authorship, language and publication date"(2002, 54).

Taking into account this, each text was named as follows: the text number, the genre and the language.

As an example: [1] 001CVGes: text number one (001), Contrato de Compraventa General (CVG), Español (es).

As our texts cannot be considered as a corpus, we decided to apply only three elements to identify them since they are few in number.

Tag	Language	Title	Nr.
01CVGes	ESPAÑOL	Contrato de compraventa general	1
02CVPes	ESPAÑOL	Contrato privado de compraventa	2
03CVBes	ESPAÑOL	Contrato a plazos de compraventa de bien inmueble	3
04CVVes	ESPAÑOL	Contrato de compraventa de vivienda	4
05CV0es	ESPAÑOL	Contrato de compraventa	5
06CVVes	ESPAÑOL	Contrato de compraventa de vehículo usado entre particulares	6
07CVPes	ESPAÑOL	Contrato de compraventa entre particulares	7
08CVFes	ESPAÑOL	Contrato de compraventa de finca rústica	8
09CSGen	ENGLISH	Contract for the Sale of Goods	9
10CSGen	ENGLISH	Contract for the Sale of Goods	10
11CSGen	ENGLISH	Contract for the Sale of Goods	11
12CSAen	ENGLISH	Contract for the Sale of Goods Agreement	12

Table1: Tag Classification

3.1.3. Analysis of comparable texts

This analysis was carried out in order to obtain more data about the TT. It was divided into (1) the rhetorical level (in which the moves and the steps were analyzed), (2) the syntactical level (which includes: modals, voice and sentence type), (3) the terminological level (it includes two classifications of the terminology and the candidate terms for the achievement of the glossary), (4) non-verbal elements and cultural analysis.

3.1.3.1. Rhetorical Analysis

The rhetorical analysis was achieved following Swales' methodology in *Discourse on the Move* and Campos Martín's classification of contracts (ES-FR). We have tried to determine first whether contracts are characterized by a specific rhetorical structure, and secondly whether there are differences between both English and Spanish.

Using moves and steps for the rhetorical analysis is a common process developed by Swales (1981), being "its goal to describe the communicative purpose by categorizing the various discourse units (...)" (Biber et al. 2007, 23). Swales applied

the criterion of moves and steps to scientific texts, and we have adopted this criterion for our texts because they belong to a specialized genre, namely contracts, within the legal field.

In order to better understand how the texts were analyzed, we explained what moves and steps consist of:

- *Move* is “ specific communicative functions performed by specific section (...)” (Bhatia qtd in Biber 2007, 25).
- *Step* refers to the sub-type of the move. It represents the main function of this part.

To begin with, Swales made a study about how the introduction of a particular text genre, particularly the research articles, is structured. He divided the main parts of the research articles into three different processes that correspond to the main moves of the article: “Establishing a theory”, “Establishing a niche” and “Occupying the niche”. The steps consist on the sub-parts of each move, as we can see in the example below:

[2] Move 1: Establishing a theory

Step 1: Claiming centrality

Step 2: Making topic generalization(s) (qtd. In Biber et al. 2007, 25)

Moreover, Campos Martín made a study about contracts in the English and French languages. We adopted her theory because although the languages are different, she studied the same genre. She divided contracts in the following moves:

1. Information about the contractors or the parties of the contract
2. Place and date of its presentation
3. Agreement
4. Articles (and any further specification which the parties wish to make)
5. Signatures of the parties (Campos Martín 2013, 43)

Following these lines of thought, a mixed structure has been applied to the contract. The main parts of the contract were classified as moves, including the introduction and

the closure, among others, and the articles were classified as steps (Swales). The number of moves was classified following Campos Martín's rhetorical criteria. However, some divisions of the rhetorical structure of the contract were named differently, even though they refer to the same move function of the contract:

Example: [3] signatures of the parties (Campos Martín) / closure (My analysis)

The main parts of the contract, that is to say, the moves, were the title, the introduction, the articles, and the closure, whereas the articles of the contracts were considered steps.

	Moves	Function	Steps	Function
M1	Title	Indicate the genre of the document		
M2	Date (individual section)	Give information about the date when the contract is made.		
M3	Introduction	The main parties of the contract are presented.		
M4	Declarations			
M5	Articles	General considerations about what the contract consists of.	1.Sale of Goods	Give information about the goods
			2.Invoices, Payment	Indicate information about the payment
			3.Delivery	Indicate the date of delivery.
			4.Disclaimer of Warranty	Give information about how the goods have to be sold.
			5.Limitation of Liability	Indicate the rights of the parties.
			6.Limitation of Actions	Indicate that no legal action may be commenced against the seller.
			7.Security Interest	Give details about the security interest
			8.Governing Law and Forum	Give details about these two issues.
			9.Force Majeure	Describe how to face this problem.
			10.Assignments, Delegation	Give information about the assignment of rights.
			11.Recovery of Expenses	Give information about expenses.

			12.Entire Agreement	Give information about the contract.
			13.Amendments	Indicate the possibility of amendments.
			14.Effectiveness	Give details of the effectiveness of the contract.
			15.Counterparts	Give final information about the contract.
M6	Closure			

Table 2: Moves and steps

As it can be noticed in the table number 3, moves were analyzed firstly, creating a table with the six main moves. The task of this section consisted of reading each contract, and afterwards marking ✓ (yes)/✗ (no) in the table, for a later re-count.

Then, steps were analyzed following the same methodology as for moves, that is to say, the creation of a table in which the steps of each article were written. We marked the most frequent ones. A second reading was achieved because sometimes, as in the case of moves, they have different names, which can lead to mistakes or to an erroneous analysis.

Table 3: Moves Analysis

Cn	Lan g.	M1 'title'	M2 'date'	M3 'intro'	M4 'expose'	M5 'articles'	M6 'closure'	Nr. words
1	ES	✓	✗	✓	✗	✓	✓	545
2	ES	✓	✓	✓	✓	✓	✓	2203
3	ES	✓	✓	✓	✓	✓	✓	1900
4	ES	✓	✓	✓	✓	✓	✓	998
5	ES	✓	✗	✓	✓	✓	✓	1500
6	ES	✓	✓	✓	✗	✓	✓	365
7	ES	✓	✓	✓	✓	✓	✓	423
8	ES	✓	✓	✓	✓	✓	✓	601
9	EN	✓	✗	✓	✗	✓	✓	723
10	EN	✓	✗	✗	✗	✓	✗	1100
11	EN	✓	✗	✓	✗	✓	✓	601
12	EN	✓	✗	✓	✗	✓	✓	1126

3.1.3.2. Syntactic Analysis

The syntactic analysis includes grammatical aspects, such as verb tenses (especially modals), voice and sentence types. The reason why they were chosen is because Alcaraz Varó and Hughes stated in *Legal Translation Explained* that these verb tenses, modals, voice and type of sentences were considered features of Legal English Writing, and one of our main aims is to identify how they function in Spanish legal writings, especially when dealing with contracts.

The main tool used to perform this analysis was Antconc. AntConc is a “freeware program, which performs corpus analysis toolkit for concordancing and text analysis developed by Prof. Laurence Anthony).”

(http://research.ncl.ac.uk/decte/toon/assets/docs/AntConc_Guide.pdf)

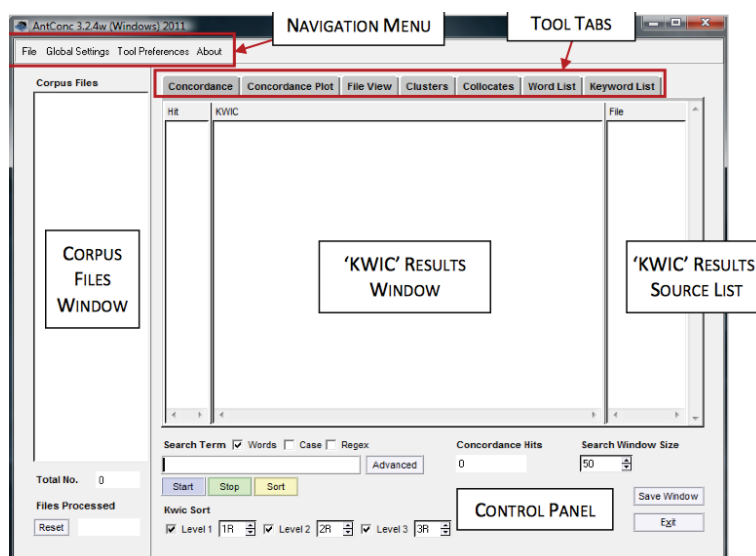


Figure 2: AntConc Source

Once the texts were gathered and named for a better identification, they were saved in (.txt) format in order to use them with the AntConc program.

In the case of modal verb search, we created a stop list that “contains the words you wish to exclude from your analysis” (Bowker and Pearson 2002, 113) and AntConc analyzed the texts giving the candidates the terms in a *Word List* ordered by frequency.

Regarding the voice and the sentence types, it is worth mentioning that these features were analyzed manually by pointing out the results of both comparable texts in English and Spanish. We also paid attention to punctuation, which help us to distinguish the sentence types used.

3.1.3.3. *Terminological Analysis*

After the explanation of the syntactical analysis in the section above, we carried out the terminological analysis. But, before starting to describe the analysis procedure, we have to bear in mind what a *term* is.

“A term is a unit with similar linguistic characteristics used in a special domain” (Cabr  1993, 34), in other words, what Cabr  means is that a term is a word used in a specialized field, which, in our case, corresponds to the legal one.

We divided this section in two main parts: the first one is the procedure of the terminology extraction by using the *Termostat* program, and the second one deals with the classification of that terminology regarding the legal field.

The *Termostat* software is a free program created by the University of Montreal. Its two main functions are the following ones: (1) POS tagging and (2) identification and extraction of the term with their frequencies by the candidates.

http://termostat.ling.umontreal.ca/index.php?lang=en_CA



Figure 3: Termostat Source

We started combining the different comparable texts into one txt document, which was uploaded to *Termostat*. Next, we selected the language and the grammatical

categories, as shown in the figure number 4. Finally, in the left column the terms appeared in a grouping variant for the candidates.

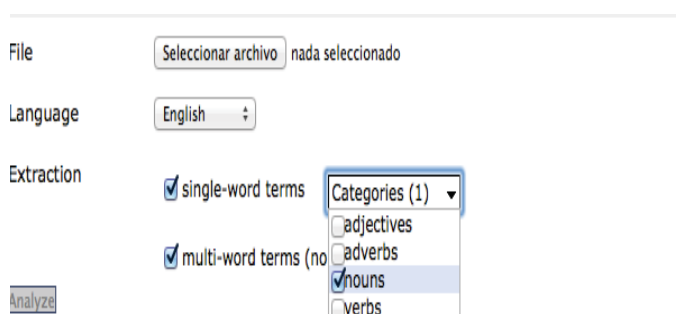


Figure 4: Termostat example

Candidate terms were classified following these two criteria:

- (a) The word number: simple (one word) and multi-word terms (several words)
- (b) Following Alcaraz and Hughes theory (2002, 16-18), who classified the vocabulary in these three categories:

- a) Purely technical terms: those that are found exclusively in the legal sphere and have no application outside it.
- b) Semi-technical terms: words and phrases from the common stock that have acquired additional meanings by a process of analogy in the specialist context of legal activity.
- c) Everyday vocabulary: it is considered the most numerous, and it consists of terms in general use that are found in legal texts (Alcaraz and Hughes 2002, 16-18).

This section was helpful not only for the appropriate translation of the *Contract for the Sale of Goods* but also for the achievement of the creation of the bilingual terminological glossary by the extraction of the most frequent terms.

The creation of the terminological glossary was one of the aims of this project. A total of forty-eight terms were included, which were obtained from the results of *Termostat* analysis.

The bilingual terminological database includes four fields: (1) the Spanish equivalent of each term, as the translation was from English to Spanish language, (2) the part of speech (because sometimes a word could have different meaning according

to its grammatical category), (3) the definition (in order to know the meaning of the word adapted to the legal field), and (4) the linguistic comments, which comprehend the information that we considered relevant for the understanding of the terms.

3.1.3.4. *Non-verbal elements and cultural elements*

The ultimate aims of this section are to identify the non-verbal elements and the cultural elements included in the English and Spanish contracts. England and Spain are obviously two different countries. Since every country has its own language and culture, these elements influence their writings.

As a result, greater attention was paid to roman numerals, the bold font, parenthesis, and ‘filling the gap’ elements. On the other hand, the personal information of the parties, the ID number and the age of the individuals, and the usage of capital letters were also analyzed.

3.2. Resources

We have divided the main resources in two groups: the first one deals with the ST, which is the *Contract for the Sale of Goods* describing its principal features, and the second group deals with other resources, which we have grouped as dictionaries (both monolingual and bilingual), databases and forums used throughout this project.

3.2.1. Source Text (ST)

The text we have selected for the final project is a *Contract for the Sale of Goods*, which has been downloaded from a free web of legal documents, named *Docracy* (a free web of contracts). Before describing the contract, a clear definition of the term is required:

All contracts are binding agreements formalized between two or more parties to do (or stop doing) something lawful, with the intention of creating legal relationships. The contracts arise from a situation of offer and acceptance, in which the promisor agrees to do something (Alcaraz Varó 1994, 97 my translation).

Contracts can be sorted into oral or written forms. Oral contracts are those whose “content is preserved only in the memory of the participants” (Campos Martín

2013, 23 my translation). Meanwhile, “the content of written contracts has been transformed into grammatical text reflected or recorded in permanent and lasting support that allows its reading and its later exact reproduction” (Campos Martín 2013, 23 my translation).

Alcaraz Varó also classified contracts according to the *Contract for the Sale of Goods*, the lease contract, the contract of employment, and, finally, the contract for service (1994, 98).

Our text is a written Contract for the Sale of Goods. The contract subject matter is the selling of ware made by ship. This type of contract was chosen for two reasons: firstly, for the integration of appreciable and specialized terminology and contents, and secondly, because this genre is similar to those studied in the previous years of English Studies, Traducción de textos especializados II: economía y derecho (Translation of Specialized texts: Economics and Law). The texts’ length is 1200 words, and they are divided into 15 articles.

As there is a worldwide usage of contracts nowadays, it was interesting to translate this contract written in the English language and to translate it into the Spanish language.

3.2.2. Other: Dictionaries, Databases and Forums

As it can be observed in the table number 4, there are diverse examples of dictionaries used in this project. The most useful ones were divided into monolingual dictionaries, such as the “*Diccionario Jurídico Básico*” and the “*Dictionary of Finance and Investment Terms*”, and bilingual (English-Spanish) dictionaries, such as the “*Diccionario Trivium de Economía*”.

(For further information about the resources, see ‘Reference Section’)

DICTIONARY ¹	Language	Format
Business Dictionary of Law	EN	Online
Diccionario Jurídico Básico	Bilingual	Print
Dictionary of Finance and Investment Term	Bilingual	Print

Enciclopedia Jurídica	Multilingual	Online
Oxford Dictionary of Law	Bilingual	Print
Black's Law Dictionary	EN	Print
Diccionario Jurídico Financiero	ES	Print
Diccionario Trivium de Derecho y Economía	ES	Print
Legal Dictionary	EN	Online
One Look Dictionary		Online
DATABASES	Language	Format
Lawinsider	English	Online
IATE	Multilingual	Online
TRANSLATION NETWORK	Language	Format
Proz	Multilingual	Online

Table 4: Resources

All of these dictionaries belong to the legal field, and we considered them as a relevant aid for the translation of the terminology included of the Contract for the Sale of Goods.

Proz is “considered the multilingual largest translator network where you can obtain terms and dictionaries translation and also translation training” (www.proz.com). It has been one of the most convenient resources for this translation because when a term is typed, you can find an example of the usage of this term. In other words, the sentence where this term is used can be easily found. Additionally, the specialized field of the term can be chosen (e.g. law, medicine or economics).

Proz also includes a specialized forum that we have consulted for our purpose. In this forum, professional translators from other countries answer the individuals' doubts regarding the equivalent translation of the terms.

On the other hand, *IATE* and *Lawinsider* are specialized databases. The former, "Inter-Active Terminology for Europe" (IATE), is “the EU's inter-institutional terminology database. IATE has been used in the EU institutions and agencies since summer 2004 for the collection, dissemination and shared management of EU-specific terminology” (IATE <http://cdt.europa.eu/EN/whatwedo/Pages/IATE.aspx>). The later,

Lawinsider, is an English contract database for professionals. It contains over 1,113,182 contracts and it is updated daily.

4. Contrastive Analysis Results

The aim of this section is to identify the main differences and similitudes between the comparable texts, namely the English and Spanish contracts. In this section the results of the comparable text analysis are shown grouped in the four levels in accordance with the methodology detailed in the previous section: the rhetorical analysis, the syntactic analysis, the terminological analysis, non-verbal elements and, finally, the cultural elements.

4.1. Rhetorical Analysis

The parallel texts were analyzed following Swales' method. The table number 5 shows the results of the move analysis. The number result means that, as we have explained in the 'Methodology Section', we have eight Spanish contracts and four English ones.

MOVES	SPANISH	ENGLISH
M1	8/8	4/4
M2	6/8	1/4
M3	8/8	3/4
M4	6/8	0/4
M5	8/8	4/4
M6	8/8	3/4

Table 5: Move Analysis

MOVES	SPANISH	ENGLISH
M1	100%	100%
M2	75%	25%
M3	100%	75%
M4	75%	0%
M5	100%	100%
M6	63%	75%
Table	0%	75%

Table 6: Percentages of Move Analysis

In this table the percentages of the results are detailed. We can appreciate that the M1 (title), M3 (introduction) and M5 (articles) in the Spanish contracts are essential and common in both Spanish and English contracts. The main difference is that M4 (declarations) appeared in 75% of the cases in the Spanish contracts, while in the English contracts the M4 is not present. The same can be applied to the summary table, which in the English contracts is present in 75% of the cases, whereas in the Spanish ones this table is not available. In other words, the rhetorical analysis indicates that both the Spanish and English contracts share the same rhetorical structure (M1, M2, M3, M5, and M6), being M4 and the summary table regarded as optional moves.

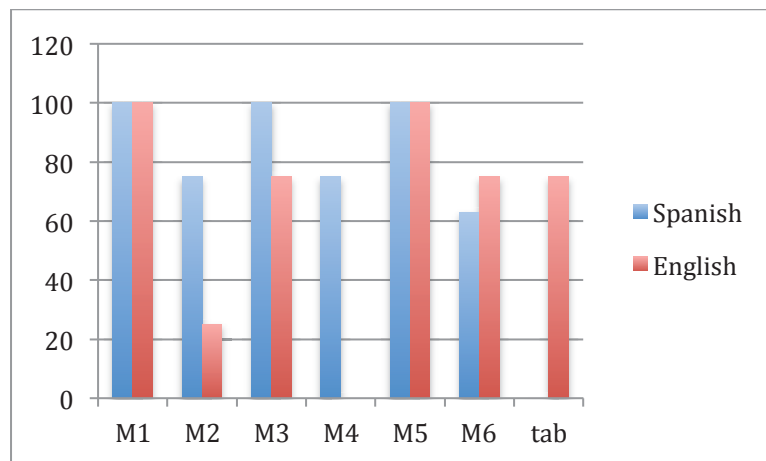


Figure 5: Spanish vs. English

Subsequently, the steps were analyzed as well, and a table with the steps of the article section has been designed for each contract since the section ‘Articles’ in the contract, is the only one that included steps.

SPANISH CONTRACTS	STEPS
1ES	1.Objeto 2.Transmisión de derechos 3.Forma de pago y precio 4.Entrega5.Incumplimiento
2ES	1.Objeto 2.Precio 3.Otorgamiento de la 4.Escritura+transmisión 5.Garantía 6.Obligación 7.Características 8.Gastos 9.Cargas 10.Subrogación 11.Resolución
3ES	1.Objeto 2.Precio 3.Condición resolutoria 4.Créditos 5.Entrega 6.Escritura de compraventa 7.Gastos 8.Normativa 9.Resolución
4ES	1.Objeto 2.Forma de pago 3.Otorgamiento de la escritura 4.Entrega 5.Gastos e impuestos 6.Comunidad 7.Fuero
5ES	1.Precio 2.Forma de pago 3.Entrega 4.Penal convencional 5.Saneamiento 6.Gastos 7.Domicilios 8.Acuerdo total 9.Leyes aplicables y tribunales
6ES	1.Precio 2.Entrega 3.Limitación de disposición 4.Firmas 5.Eximición de responsabilidad 6.Fuero
7ES	1.Objeto+ precio 2.Cargas 3.Entrega 4.Eximición de responsabilidad 5.Incumplimiento+ juzgados
8 ES	1.Precio 2.Objeto 3.Escritura 4.Fuero

Table 7: Step Analysis (Spanish)

ENGLISH CONTRACTS	STEPS
9EN	1.Term 2.Delivery 3.Risk of loss 4.Acceptance 5.Charges 6.Warranty 7.Taxes 8.Governing law 9.Forcé Majeure 10.Miscellaneous
10EN	1.Payment term 2.Prices 3.Shipments 4.Risk of loss 5.Cancelation 6.Right of inspection 7>Returns of goods 8.Evaluations 9.Warranty 10.Assignability 11.Limitation of damages 12.Waiver 13.Entire agreement 14.Attorney fee 15.Choice of law and forum
11EN	1.Sale of goods 2.Invoices, payment 3.Delivery 4.Declaimer or warranty 5.Limitation of liability 6.Limitation of actions 7.Security interest 8.Designation of forum 9.Force majeure 10.Delegation 11.Recovery of expenses 12.Entire Agreement 13.Amendments 14.Effectiveness 15.Counterparts
12EN	1.Terms 2.Notice 3.Risk of loss 4.Acceptance 5.Charges 6.Warranty 7.Taxes 8.Governing law 9.Force majeure 10.Miscellaneous 11.Entire Agreement 12.Attorney fee

Table 8: Step Analysis (English)

Taking these tables of step analysis as the point of departure, both English and Spanish contracts show the same steps. It is noticeable that the text number 2ES includes more steps than the 8ES, similar to the English texts (9EN vs. 11EN) because

the information provided is joined in a single step while in other contracts it is divided in two steps:

[4] objeto (3ES) / objeto+ precio (7ES)

Apart from this, steps are also named differently even though they consist of the same information, as it can be noticed in the following examples:

[5] fuero (8ES) / tribunal (5ES)”

[6] Choice of law and forum (10EN) /Designation of forum (11EN)

Taking into account the steps of the contracts, we can conclude that there is no significant difference between the English and Spanish contracts.

4.2. Syntactic Analysis

As we pointed out in the ‘Methodology Section’ the syntactic analysis we have analyzed is based on the following aspects: (1) verbs tense (modals), (2) voice and (3) type of sentence.

The analysis of verbs reveals that English contracts present a predominant usage of modals, whereas the Spanish contracts are characterized by the use of the future tense. Modals in the English context are referred to “the possibility of doing something”, while in Spanish the future tense represents an “obligation”.

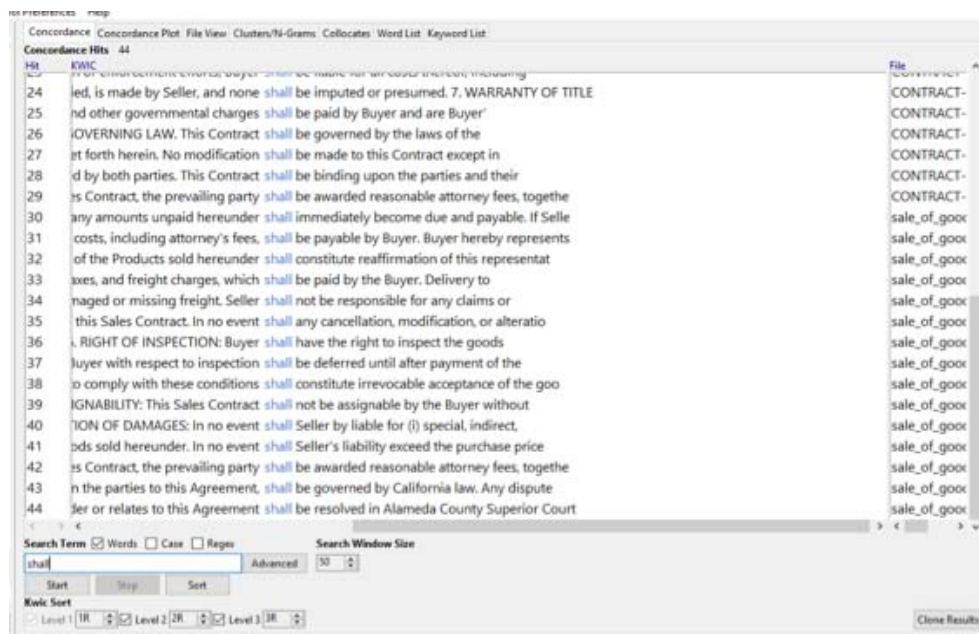


Figure 6: Modal Results

As regards voice, the English contracts use the passive voice. Although in the Spanish contracts some examples of passive voice can be identified, most of the contracts were written in the active voice, probably because in the Spanish language the use of the active voice sounds more natural than the passive voice. The *Securities Exchange Commission* (SEC), which is an “official body that is sensitive to the appearance of obscurity that over-use of the passive voice” (Alcaraz and Hughes 2002, 20), acknowledges that switching from the passive to the active voice is a way of achieving a clear statement (2002, 20). This quotation was taken into account in order to better understand how the passive and active voice works in Spanish and English contracts.

Examples:

[7] El pago del resto del precio estipulado **se abonará** el día del otogramiento de la escritura pública de compraventa de la vivienda. (02CVPes)

[8] El comprador **exigirá** la elevación pública del presente contrato (...). (08CVFes)

[9] (...)the goods **have been shipped by** the Seller. (09CSGen)

[10] (...) the goods **have been sold by** the Seller (09CSGen)

The sentence type was considered as another key element to be analyzed in this section. The comparable text analysis show that the English contracts use complex sentences, which disregard punctuation, unlike the Spanish contracts that contain simple sentences.

To sum up, this section gives evidence of the fact that the main difference between the English and Spanish contracts analyzed previously is that in the English contracts there is a predominant usage of modals verbs, while the Spanish contracts are written in the future tense. The passive voice and complex sentences are characteristic of the English contracts, whereas the active voice and more simple sentences are typical of the Spanish ones.

4.3. Terminological Analysis Results

The terminology in contracts is very complex in both languages. Regarding the terminological results obtained with *Termostat Software*, as stated in the ‘Methodology Section’, we have classified the terminology into simple and multi-word terms, and purely technical, semi-technical and everyday vocabulary.

The comparable text analysis demonstrates that both the English and Spanish contracts include these two types of term classifications mentioned above.

Another remarkable fact is that the comparable texts show that our contracts include specific terminology, which can be classified as Alcaraz and Hughes’s classification of terms into purely technical terms (legal proceeding), semi-technical terms (issue) and everyday vocabulary (section). In the example number 11 we can see 3 terms with their Spanish equivalent in order to better understand this classification:

[11] Purely technical term: legal proceeding (EN)/ proceso legal (ES)

Semi- technical term: issue (EN) / asunto, emitir (ES)

Everyday vocabulary: section (EN)/ apartado (ES)

Due to the large number of the contracts and their length, the table of terminological results is extensive and, consequently, a smaller table example was created in order to show the most frequent results of *Termostat*, including their frequency and the variants of the word.

ENGLISH			
CANDIDATE	FREQUENCY	SCORE	VARIANTS
Seller	15	92.89	seller
delivery	18	55.84	deliveries
sale contract	8	131.25	sales contract
principal place of business	4	91.88	principal place of business

attorney fee	5	105.66	attorney fees
SPANISH			
compraventa	57	333.46	compraventa
comprador	51	187.95	compradora/es
capacidad legal	6	105.81	capacidad legal
entrega	20	40	entrega
forma de pago	4	44.83	forma de pago

Table 9: Terms

Also, one acronym appeared in the ST. The equivalent term was maintained as we can see in the example number [12] as the original because it exist in both languages.

[12] FOB →FOB (free on board) (line 41)

4.4. Non-verbal elements and cultural elements

The study of the contracts was carried out with the aim of establishing differences between the English and Spanish contracts. The elements analyzed were: the roman numerals, the bold type, the ‘filling the gap’ elements, and the parenthesis.

After a further analysis, I have not identified an exclusive layout, which means that it is likely to be a stylistic choice of the person who wrote the contract. As Borja Albi stated, this occurs because:

Older texts have shown differences in format, while the current ones use various typographic conventions (paragraph format, font, indentation) to differentiate sections and point out the relative importance of different sections. This feature of language refers to the necessity of logical sequencing of thought, reasoning, or counting of facts. (2000, 24 my translation).

Throughout the analysis of the contracts, two main cultural differences can be observed: the first one related to the personal information of the parties, and the second one related to the usage of capital letters in law writings.

As it has been explained before, the contracts were organized in different moves, being the principal move the one in which the parties are presented. In the Spanish contracts

the personal information, such as the age and the ID number, appear in all contracts, whereas in the English ones this information is not available.

Furthermore, the words *Buyer*, *Seller* and *Goods* are written in capital letters in 90% of the cases of the English contracts but the Spanish contracts do not have this peculiarity. As I have observed, the English contracts use capital letters to identify the main components of the contract.

5. Translation and Comments

In this section the translation of the *Contract for the Sale of Goods*, as well as the translation comments, has been developed. In the right column, we can find the translation of the SL text in which the following translation procedures explained by Borja Albi have been applied: transpositions, expansion, adaptation, redundancy and omission, to attain a correct translation of the source text. The table is then divided into two columns, that is, the ST and the translation. The most important changes in the TT are highlighted in yellow.

5.1. Translation of the Contract for the Sale of Goods

1	ST (EN)	TT (ES)
	CONTRACT FOR THE SALE OF GOODS	CONTRATO DE COMPRAVENTA
5	This contract for the sale of goods is between [____], a [____] organized under the laws of the State of [____] (the “ Seller ”), and [____], a [____] organized under the laws of the State of [____] (the “ Buyer ”).	Este contrato de compra-venta se celebra entre [____], en [____] creado según las leyes del Estado de [____] (el “ vendedor ”) y el [____], en [____] creado según las leyes del Estado de [____] (el (“ comprador ”).
10	The parties agree as follows :	Las partes manifiestan que :

<p>15</p> <p>20</p> <p>25</p>	<p>1.Sale of Goods. The Seller shall sell to the Buyer and the Buyer shall purchase from the Seller the goods set forth on Exhibit A (the “Goods”) in the quantities and at the prices stated in Exhibit A. Unless otherwise stated in Exhibit A, the Buyer shall pay all taxes and third-party expenses imposed on, in connection with, or measured by the transaction contemplated by this agreement in addition to the prices set forth on Exhibit A.</p>	<p>1. Objeto: El vendedor venderá al comprador, y el comprador comprará los bienes descritos en el Anexo A (los “bienes”), por las cantidades y los precios establecidos en el mismo. A menos que se indique lo contrario, el comprador deberá pagar todos los impuestos y los gastos a cuenta de terceros fijados o calculados en la transacción que se contempla en este acuerdo, además de los precios establecidos en el Anexo A.</p>
<p>30</p> <p>35</p> <p>40</p>	<p>2.Invoices; Payment. Unless otherwise stated in Exhibit A, payment for the Goods is due within 30 days of the date of the Seller’s invoice, which date will not be before the date of the Seller’s delivery of the Goods. The Buyer shall pay a delinquency charge of the lesser of (1) 1% per month and (2) the highest rate allowed under applicable law on all overdue amounts until the amounts are paid.</p>	<p>2. Facturas; Forma de Pago: A menos que se indique lo contrario en el Anexo A, el pago del bien se hará en un plazo de 30 días a partir de la fecha indicada en la factura del vendedor, y que la fecha no sera previa a la fecha de entrega de los bienes por parte del vendedor . El comprador pagará (1) una tasa mínima de morosidad del 1% al mes y (2) el tipo de interés más alto permitido por la ley vigente sobre todas las cantidades vencidas hasta pagar dichas cantidades.</p>
	<p>3.Delivery; Title; and Risk of Loss. Unless otherwise stated in</p>	<p>3.Entrega; Título; y Riesgo de Pérdida. A menos que se indique lo</p>

<p>45</p> <p>50</p> <p>55</p>	<p>Exhibit A, the Seller shall deliver the Goods FOB the Seller’s facility in [____], and title to and risk of loss of the Goods will pass to the Buyer upon such delivery by the Seller. Any stated delivery dates are approximate. The Seller will not be liable for any losses, damages, penalties, or expenses for failure to meet any delivery date.</p>	<p>contrario, el vendedor entregará los bienes FOB en las instalaciones del vendedor en [____]. El título, y el riesgo de pérdidas de los bienes pasarán al comprador en su entrega. Las fechas de entrega indicadas son aproximadas. El vendedor no será responsable de las pérdidas, daños, sanciones o gastos por incumplir cualquier fecha de entrega.</p>
<p>60</p> <p>65</p> <p>70</p> <p>75</p>	<p>4. Disclaimer of Warranty; Due Diligence. The Goods are being sold “as is,” and the Seller disclaims all warranties of quality, whether express or implied, including the warranties of merchantability and fitness for particular purpose. The Buyer acknowledges that it has not been induced by any statements or representations of any person with respect to the quality or condition of the Goods and that no such statements or representations have been made. The Buyer acknowledges that it has relied solely on the investigations, examinations, and inspections as the Buyer has chosen to make and that the Seller has afforded the Buyer the opportunity for full and complete investigations, examinations, and</p>	<p>4. Exclusión de garantía; Diligencia Debida: Los bienes se venderán "sin garantía" y el vendedor renunciará a todas las garantías de calidad, ya sean expresas o implícitas, incluidas las garantías de comerciabilidad y adecuación al uso con fines particulares. El comprador reconoce que ninguna de las declaraciones o peticiones de otra persona han influido con respecto a la calidad o condición de los bienes, y que no se han hecho tales declaraciones o peticiones. El comprador reconoce que se ha basado únicamente en las investigaciones, pruebas e inspecciones que el comprador ha decidido realizar. Además, el vendedor ha brindado la oportunidad al comprador de realizar investigaciones, exámenes e inspecciones completas.</p>

<p>80</p> <p>85</p> <p>90</p> <p>95</p> <p>100</p> <p>105</p>	<p>inspections.</p> <p>5. Limitation of Liability. The Seller will not be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) and irrespective of whether the Seller has been advised of the possibility of any such damage. In no event will the Seller’s liability exceed the price the Buyer paid to the Seller for the specific Goods provided by the Seller giving rise to the claim or cause of action.</p> <p>6. Limitation of Actions. No action arising out of or relating to this agreement or the transactions it contemplates may be commenced against the Seller more than 12 months after the basis for such claim could reasonably have been discovered.</p>	<p>5. Acción de limitación de responsabilidad. El vendedor no será responsable de ningún daño indirecto, especial, consecuencial o punitivo (incluyendo pérdida de beneficios) que derive o se relacione con este acuerdo o con las transacciones que contempla (ya sea por incumplimiento de contrato, agravio, negligencia u otra forma de acción legal), independientemente de si se ha informado al vendedor de la posibilidad de cualquier daño. En ningún caso, la responsabilidad del vendedor excederá del precio pagado por el comprador al vendedor por los bienes específicos proporcionados, dando lugar a derecho de una reclamación o causa de acción.</p> <p>6. Limitación de acciones. No se podrá iniciar contra el vendedor ninguna acción legal relacionada con este acuerdo o con las transacciones que contempla, pasados 12 meses después de que se pudiera haber descubierto la base de esta reclamación con total certeza.</p>
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<p>110</p> <p>115</p> <p>120</p> <p>125</p> <p>130</p> <p>135</p> <p>140</p>	<p>7. Security Interest. The Buyer hereby grants to the Seller a security interest in the Goods sold to the Buyer under this agreement and any proceeds therefrom (including accounts receivable), until payment in full for the Goods has been received by the Seller. The Buyer shall sign and deliver to the Seller any document to perfect this security interest that the Seller reasonably requests.</p> <p>8. Governing Law and Designation of Forum.</p> <p>(a) The laws of the State of [_____] (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, validity, performance (including the details of performance), and enforcement.</p> <p>(b) A party bringing a legal action or proceeding against the other party arising out of or relating to this agreement or the transactions it contemplates must bring the legal action or proceeding in any court of</p>	<p>7. Interés de garantía. Según este acuerdo y cualquier producto del mismo, el comprador por la presente otorga al vendedor una garantía de interés en los bienes vendidos (incluyendo las cuentas por cobrar), hasta que el vendedor reciba el pago completo del bien. El comprador firmará y entregará al vendedor cualquier documento para formalizar esta garantía real que el vendedor solicite razonablemente.</p> <p>8. Ley vigente y Designación del Foro.</p> <p>(a) Las leyes del Estado de [_____] (sin dar efecto a sus principios de Derecho Internacional Privado) regularán todas las materias que deriven de este acuerdo o se relacionen con el mismo además de las transacciones que contempla, incluyendo, sin restricción, su interpretación, definición, validez, ejecución (incluyendo detalles del ejecución), y su cumplimiento.</p> <p>(b) En caso de que una de las partes presente una acción legal o un proceso judicial contra la otra parte, que derive o se relacione con este acuerdo o con las transacciones que contempla deberá iniciar el proceso judicial en cualquier tribunal del Estado de [_____] que se</p>
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145	<p>the State of [_____] sitting in [_____] County. Each party to this agreement consents to the exclusive jurisdiction of the courts of the State of [_____] sitting in [_____] County and its appellate courts, for the purpose of all legal actions and proceedings arising out of or relating to this agreement or the transactions it contemplates.</p>	<p>encuentre en el Condado de [_____] . Cada parte que firma este acuerdo está conforme con la jurisdicción exclusiva de los tribunales del Estado de [_____] que se encuentra en el Condado de [_____] , y sus tribunales de apelación, relacionados con las acciones y procedimientos legales que surjan de o deriven de este acuerdo o las transacciones que contempla.</p>
150	<p>9. Force Majeure. The Seller will not be liable for delays in performance or for non-performance due to unforeseen circumstances or causes beyond the Seller's reasonable control.</p>	<p>9. Fuerza Mayor. El vendedor no será responsable de las demoras por cumplimiento o incumplimiento debido a circunstancias imprevistas o causas de fuerza mayor.</p>
160	<p>10. Assignments; Delegation. The Buyer may not assign any of its rights under this agreement or delegate any performance under this agreement, except with the prior written consent of the Seller. Any purported assignment of rights or delegation of performance in violation of this section is void.</p>	<p>10. Traspaso; Delegación. El comprador no podrá ceder ninguno de sus derechos o delegar alguna ejecución según este acuerdo, excepto con el consentimiento previo del vendedor. Cualquier incumplimiento por el presunto traspaso de derechos o delegación de ejecución en esta sección será nulo.</p>
170	<p>11. Recovery of Expenses. In any adversarial proceedings between the parties arising out of this agreement or</p>	<p>11. Cobro de Gastos. La parte vencedora tendrá derecho a recuperar todos los honorarios legales y gastos de</p>

175	<p>the transactions it contemplates, the prevailing party will be entitled to recover from the other party, in addition to any other relief awarded, all expenses that the prevailing party incurs, including legal fees and expenses.</p>	<p>la otra parte además de cualquier otra compensación otorgada, en cualquier procedimiento contradictorio entre las partes que derive de este acuerdo o de las transacciones que contempla.</p>
180		
185	<p>12. Entire Agreement. This agreement constitutes the entire agreement between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties.</p>	<p>12. Acuerdo Completo. Este acuerdo constituye el acuerdo completo entre las partes con respecto al objeto de este acuerdo y sustituye a todos los otros acuerdos ya sean escritos u orales entre las partes.</p>
190	<p>13. Amendments. No amendment to this agreement will be effective unless it is in writing and signed by both parties.</p>	<p>13. Modificación. Ninguna modificación en relación con este acuerdo sera valida a menos que sea escrita y firmada por ambas partes.</p>
195		
200	<p>14. Effectiveness; Date. This agreement will become effective when both parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.</p>	<p>14. Validez; Fecha. Este acuerdo entrará en vigor cuando las dos partes lo hayan firmado. Se considerará como fecha de este acuerdo, aquella en la cual la última parte lo haya firmado (como se indica en la fecha asociada a la firma de esa parte).</p>

205	<p>15. Counterparts; Electronic Signatures. This agreement may be signed in one or more counterparts, which together will form a single</p>	<p>15. Contrapartes; Firmas Electrónicas. Este acuerdo se firmará en una o más contrapartes, y todos ellos</p>						
210	<p>agreement. This agreement may be signed electronically.</p>	<p>formarán un único acuerdo. Este acuerdo se podrá firmar electrónicamente.</p>						
215	<p>Each party is signing this agreement on the date stated opposite that party's signature.</p>	<p>Cada una de las partes firmará este acuerdo en la fecha indicada delante de la firma de dicha parte.</p>						
220	<p>Date: _____, 201[___] By: _____</p>	<p>Fecha: _____, 201[___] Por: _____</p>						
225	<p>Name: Title: _____]</p>	<p>Nombre: Cargo: Fecha: _____, 201[___] Por: _____</p>						
230	<p>Date: _____, 201[___] By: _____</p> <p>Name: Title:</p> <p><u>EXHIBIT A</u></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; text-align: center;">Product</td> <td style="width: 33%; text-align: center;">Price</td> <td style="width: 33%; text-align: center;">Quantity</td> </tr> </table>	Product	Price	Quantity	<p>Nombre: Cargo:</p> <p><u>ANEXO A</u></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; text-align: center;">Producto</td> <td style="width: 33%; text-align: center;">Precio</td> <td style="width: 33%; text-align: center;">Cantidad</td> </tr> </table>	Producto	Precio	Cantidad
Product	Price	Quantity						
Producto	Precio	Cantidad						

Table 10: Translation of the Contract for the Sale of Goods

5.2. Comments

Additionally, translation comments were classified in four main levels: rhetorical level (moves and steps), syntactic level (verbs, modals and type of sentence), non-verbal elements, and cultural elements. Here, the difficulties or the changes that have been achieved throughout the translation have been explained.

5.2.1. Rhetorical Level

The Contract for the Sale of Goods (SL text) follows the same rhetoric structure as the comparable texts, which were analyzed in the ‘Contrastive Analysis Section’. It was divided into moves and steps. The introduction (where the parties are presented), the closure (signature section), and the summary table (summary of the contract) were identified in the SL text. Then, 15 steps (main articles of the contract) are included in the contract. All these elements were maintained in the TL text because they belong to this text genre. The contrastive analysis proves that the ST has the same rhetorical structure as the Spanish comparable texts, and therefore this level does not present any translation difficulties.

5.2.2. Syntactic Level

In this section we have dealt with translation problems regarding syntax. We paid attention to three main aspects: verb (tenses and voice) modals, and type of sentences. The results obtained from the previous contrastive analysis show that in the English contracts there is a predominant use of modal verbs such as [13] *shall sell*, [44] *shall pay* or [15] *may be*. In the Spanish contracts, the use of the future tense is more common in order to express the same notions as modals in the English contracts. Taking into consideration this difference, the future tense was used in the translation of the modals verbs.

Although in 95% of the cases modal verbs were substituted by the future tense in the TL text, we have observed this peculiarity:

[16] This agreement may be signed electronically → Este acuerdo se podrá firmar electrónicamente. (line 192)

As it can be noticed in the example number [6], in this case the sentence provides the possibility of signing the contract electronically although it is not obligation, so the modal usage was maintained in the Spanish translation.

Regarding voice, the English formal register is characterized by the usage of the passive voice because it stresses the importance given to the object rather than to the person who performs it, whereas in Spanish the use of the active voice is more common, as it can be observed in the examples below:

[17] (...) until the amounts are paid → hasta pagar dichas cantidades (line 35)

[18] that it has not been induced by any statements or representations (...) → reconoce que ninguna de las declaraciones o peticiones (...) (line 61)

[19] the Goods has been received by the Seller (...) → hasta que el vendedor haya recibido (...) (line 110)

As we have mentioned previously, another difficulty we have faced is the translation of complex sentences. Due to the complexity of the source text, its reading is complicated and confusing. We have translated this type of sentences as simple sentences in Spanish, taking into account that a feature of “ typical syntax of British statutes is complex sentences, by contrast Continental Law statutes tend to be made up of shorter sentences” (Alcaraz and Hughes 2002, 19).

On the other hand, complex sentences give rise to long paragraphs without punctuation, which is a common characteristic of English legal texts and their complexity (Borja Albi 2000, 72 my translation). As the Spanish legal language uses less complex sentences, it has been chosen to simplify the sentences of the ST when translating it into the Spanish language:

[20] (...) the Seller’s facility in [____], and the title to and risk of loss of the goods will pass (...) → en las instalaciones del vendedor en [____]. El título y el riesgo de pérdida de los bienes pasarán (...). (line 44)

[21](...)investigations, examinations, and inspections as the Buyer has chosen to make and that the Seller has afforded (...) → investigaciones, examines e

inspecciones que el comprador ha decidido realizar. Además, el vendedor (...).
(line 69)

5.2.3. Terminological Level

The terminological level deals with the translation problems of the terms found in the ST explanations. We have to take into consideration that in this section we have not explained all the terms present in the TT, but we have selected the most problematic ones to provide detailed information about how these problems have been solved.

- *Exhibit* can be translated as *exposición*, *documento*, and *anexo*. The most appropriate translation of the term is *anexo* because it corresponds to the document that establishes the contract details. This problem was solved consulting specialized dictionaries, such as the *Business Dictionary*, and the comparable texts that show us the most accurate translation for non-experts individuals.
- *As is*: special attention has to be paid when translating this term. It is used in contracts to indicate that the goods are sold with no warranty. The professional forums (*Prozz* and *Legal Translation Forum*) and the specialized dictionaries provide three possible translations for this term: *tal como esta*, *en el estado que se encuentra*, and *sin garantía*. In the TT, the first translation (*tal como esta*), has been used because a professional translated it in this way in the professional forum.
- *Full and complete*, which was identified as a redundancy and represents a common feature in this legal field. We have translated it as *completas* since the term includes two adjectives with the same meaning that modify the noun. We based our translation on *Legal Translation Explained*, where Alcaraz and Hughes described how to solve the problem of redundancy, whose solution the translator is in charge of by finding an appropriate expression for the source text (2002, 10).

- *Conflicts of law principles*, which could have been translated as *conflictos de principios de derecho* although in the TT it was translated as *principios de derecho Internacional privado*, which was chosen consulting the professional translation forum *Proz*. Professionals claimed that translating this term as in the first example is erroneous, being the second one the most appropriate translation for it.
- *Amendments* can be translated as *enmiendas* or *modificaciones*. After consulting several dictionaries (see ‘Reference Section’) and specialized forums of translation (*Proz* and *Legal Translation Forum*), professionals claimed that it could be translated in both ways. Nevertheless, this term was translated as *modificaciones* because the information that the article provided was that no modifications should be made without the consent of the parties.
- *Effective* has many translations, such as *efectivo*, *eficaz*, and *válido*. The comparable texts show that the suitable translation of this term is *válido* since the other Spanish equivalents define qualities of individuals.
- *Title* is a polysemic word that can be translated as *título* or *cargo* depending on the context. In other words, it is correct to translate *title* as *título* when dealing with the articles of a contract or with the introduction, but at the end of the English contracts there is a section in which *title* appeared together with the signature of the parties. In this section it must be translated as *cargo*, which represents the “qualification of the party”.
- *Performance* is considered as a false friend in the legal field. Several examples of its translation are available, such as *rendimiento*, *cumplimiento*, *actuación*, *funcionamiento* and *ejecución*. After consulting the *Diccionario Bilingüe de Economía y Empresa* and the comparable texts, it could be concluded that when translating this legal genre (contracts), the most accurate translation is *ejecución*

because the article explains how the parties should comply with their obligations in order to be effective.

- There is a relevant tendency to repeat the same term in a sentence, as in the case of *Exhibit A* and *date*. They have been replaced by demonstratives *aquella* to avoid repetition. According to Campos Martín, the ellipsis is less commonly used in the English syntax than in the Spanish one (2013, 13).

5.2.4. Non-verbal and cultural elements level

Bold font, filling the gap elements, brackets, roman numerals, and capital letters were the central elements of this section. They were maintained in as in the SL text because in the analysis of the comparable texts no differences have been identified. To better understand this, some instances were incorporated:

[22] The articles written in bold font and numbered: 9. **Force Majeure** → 9. **Fuerza Mayor**

[23] ‘Filling the gap’ elements, such as: [____], (_____)

[24] Bold font writing throughout the text (the “**Goods**”) → (“**los bienes**”)

However, only one element was modified in the TL text. The terms “Buyer”, “Seller” and “Goods” were written in capital letters in the ST, whereas in TT we have used small letters since the previous comparable texts’ analysis illustrates that Spanish contracts use small letter for these terms.

Cultural Elements

This section is characterized by the usage of cultural elements that can vary from one country to another. In view of the translation problems that may have arisen with these cultural elements, no specific difficulties have been identified.

6. Conclusion

The *Contract for the Sale of Goods* belongs to the legal field, and this genre, that is, contracts is characterized by the understanding of specialized vocabulary and legal features. This paper deals with the translation of this type of contract, which is based on the contrastive analysis of comparable texts using several resources as specialized dictionaries, databases and professional forums. This contrastive analysis has led us to see the many similarities of this specialized genre in English and Spanish texts, although we can also highlight the presence of certain differences after carrying out a further study. For this reason the main differences and similarities between the English and Spanish contracts are going to be examined by following the fifth levels – the rhetorical level, the syntactic level, the terminological level, the non-verbal elements and the cultural elements.

According to the rhetorical analysis that has been carried out throughout this paper, it is important to mention that both the English and Spanish contracts show a similar rhetorical structure. The only difference that has been identified is that in the English texts a summary table of the contract appeared in 25% of the cases, whereas in the Spanish texts it is not even present.

Both the English and Spanish contracts are characterized by syntactic complexity. This section can be summarized by the predominant usage of the modal verbs and the passive voice in the English contracts and the tendency to use the future tense and the active voice in the Spanish contracts. These differences have been established after the analysis of the comparable texts.

The most characteristic difficulties were associated with the terminological level, and they arose during the translation process of the contracts since they are characterized by the usage of technical vocabulary. As a result, we found it necessary to create a bilingual terminological glossary that will help the readership to better

understand and deal with this specialized genre. The main tool that was used for the term candidate extraction was *Termostat Software*.

Regarding the non-verbal elements, there is no strict layout to follow. All contracts display 'filling the gap' elements, bold type, roman numerals and parenthesis. Two cultural elements were distinguished in the English and Spanish contracts. The English texts do not focus their attention on the personal information of the parties, while the Spanish ones include an individual section to deal with this kind of information. Another difference is that the terms *Buyer*, *Seller* and *Goods* are written in capital letter in 90% of the English contracts, whereas this peculiarity is not included in the Spanish contracts.

After consulting a wide range of resources and examining this work in detail, we have concluded that the most useful resources when translating contracts were (1) specialized bilingual dictionaries, such as the *Dictionary of Finance and Investment Terms* and the *Diccionario Jurídico Básico*, and (2) the monolingual dictionary entitled *Business Dictionary of Law*. Other types of resources that we found convenient were the professional forum of translation, *Proz*, and specialized databases, such as *IATE*.

As regards the aforementioned characteristics, we can draw the conclusion that the main and most notable differences when translating this specialized genre, and more particularly the *Contract for the Sale of Goods*, are related to the syntactical level. The terminological level is considered the most complex, whereas the rhetorical level and the non-verbal elements only differ slightly. A terminological glossary has been included in order to provide detailed information about the Spanish terminology of the contracts. With this aim, we hope that future translators have a starting point in the translation of contracts in Spanish and English.

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