

All Correct Language Solutions

Legal Translations

A Brief Guide for
Russian–English Translators

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Purpose

The collapse of the USSR brought Russian businesses in close contact with foreign partners and investors. Their cooperation triggered great demand for legal translation and interpreting services. This was not always competently met, as the translators lacked experience and an authoritative theoretical basis to build on. A lot of slapdash, error-ridden translations were churned out that later on found their way to translation forums and translation houses' websites as models intended to aid novice translators. This—coupled with the popular fallacy that there is no way for a translation to be emended once it is officially approved—has aggravated the situation and led to blunders being regarded as acceptable and even preferable.

While it by no means claims to be exhaustive, this guide aims to encourage you to reassess those elements of Russian legal texts that often get mistranslated or that, once translated, do not conform to English-language conventions. Its ultimate goal is to promote a writing style that is up to date, precise, and professional.

All Correct Language Solutions
Specialized-Translation Department
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Good vs. Common Usage

Corporate names. In English, the company name comes first and is not enclosed in quotation marks. Unless the client requests otherwise, transliterate company names in full, including the acronyms OAO, ZAO, and OOO.

WRONG	RIGHT
OJSC “StroyPromMontazh”	StroyPromMontazh OAO
LLC “Windows and Doors”	Okna i Dveri OOO
CJSC “Management Company “VolgaProm”	Upravlyaushchaya Kompaniya VolgaProm ZAO

Where an acronym such as OAO or ZAO is spelled out, translate the spelled-out form as an appositive phrase and set it off with commas:

WRONG	RIGHT
Open joint stock company OAO “NefteProduct” represented by its director . . .	NefteProduct OAO, an open joint stock company, represented by its director . . .

Commas are not required around OAO, ZAO, and such as part of a company’s name. To transliterate the Cyrillic alphabet, refer to [Appendix B](#).

Personal names—word order. In English a person’s given names precede their last name. The inverted order is used only in lists and catalogues, with the family and given names separated with a comma (e.g., *Nekhludov, Alexander*).

Insert a nonbreaking space between the initials.

WRONG	RIGHT
acting through Nikolayev Vladimir Vladimirovich, CEO, . . .	acting through Vladimir Vladimirovich Nikolayev, CEO, . . .
Kravchenko D.I.	D. I. Kravchenko

Shall-less style. As it is archaic and ambiguous and often lends a good reason for litigation, the verb *shall* is best avoided¹. Try replacing it with *must* or *will*.

Party denominations. Drop *hereinafter referred to as* before the defined term. Avoid typing the defined terms in full caps (e.g., *the CLIENT*, *the CUSTOMER*). Keep the definite article before the defined terms².

Active versus passive voice. Prefer the active voice when you know who the actor is.

Instead of this: When the acceptance certificate has been signed by the parties . . .

Write this: When the parties have signed the acceptance certificate . . .

The sentence “The payment will be made within 30 days” does not obligate a party to pay the sum in question simply because this language does not reveal precisely who the payer is.

Abbreviations. To avoid confusing non-Russian-speaking readers, spell out all Russian abbreviations on their first occurrence in running text, even if a Russian reader would readily understand their meaning.

WRONG

In accordance with Ordinance
No. 34 of the CBRF, . . .

Cases provided for in the CC
of the RF, . . .

RIGHT

In accordance with Ordinance
No. 34 of the Central Bank of the
Russian Federation, . . .

Cases provided for in the
Criminal Code of the Russian
Federation, . . .

Prepositional phrases and noun chains. Enhance readability by editing out as many *ofs* and *bys* as possible. Avoid imitating stilted legal jargon and clichés.

Instead of this: Upon receipt of the results of the engineering survey of the Contractor by the Client, he shall send notification thereof to the municipal authorities of Samara.

Write this: When the Client receives the Contractor’s engineering-survey results, the Client must notify Samara municipal authorities accordingly.

¹ For two different modern approaches to using *shall*, see *Legal Writing in Plain English* by Bryan A. Garner and *A Manual of Style for Contract Drafting* by Kenneth A. Adams.

² See, e.g., *A Manual of Style for Contract Drafting* by Kenneth A. Adams.

Take care, however, not to overuse noun chains in an attempt to forgo an *of*, as fixing one thing may break another.

Instead of this: Seller distribution programs improvement plans

Write this: plans to improve the Seller’s distribution programs

British English vs. American English. Unless the client requests otherwise, British and American English are equally acceptable but should not be mixed—spelling and terminology must be consistent throughout. Some terms should be translated differently depending on whether it is American or British English.

BRITISH ENGLISH	AMERICAN ENGLISH
Articles of association	Articles of incorporation <i>or</i> Bylaws
Managing director	CEO (chief executive officer)
Authorised share capital	Authorized capital stock
Barrister, lawyer, <i>or</i> solicitor	Attorney <i>or</i> lawyer
Postcode	Zip code
To post	To mail

Archaic legalisms. Keep the translation free of archaic jargon—use plain English instead. Here’s a partial list of legalisms and their plain-English equivalents:

LEGALESE	PLAIN ENGLISH	LEGALESE	PLAIN ENGLISH
hereinafter	<i>Avoid altogether</i>	pursuant to	in accordance with
herein	in this agreement	prior to	before
hereof	of this agreement	subsequent to	after
thereof	of it, its	said	this, these, <i>or</i> the
hereunder	under this agreement	aforementioned	this, these, <i>or</i> the
hereby	<i>Avoid altogether</i>	as to	about

Doublets and triplets. Resist imitating lawyers by embellishing your writing with legal doubles and triplets if one word suffices where legalese employs two or three.

INSTEAD OF THIS:	WRITE THIS:	INSTEAD OF THIS:	WRITE THIS:
due and payable	payable	undertake and agree	agree
all and any	all	force and effect	force
agree and covenant	agree	null and void	invalid
by and between	by	cease and desist	stop
full and complete	full	have and hold	have
true and correct	true	each and every	each

And/or. A “Janus-faced monstrosity” is but one of the names that US courts have given to this seemingly innocuous conjunction. When feasible, replace *and/or* with *and*, *or*, or *A and B or both*.

Use of *such*. Avoid using *such* to mean *the*, *this*, or *that*³. The usage is archaic and ambiguous.

Word–numeral doublets. The legal tradition to put the numeric representation in parentheses after the spelled-out amount—as in *twenty thousand rubles (RUB 20,000)*—is pointless⁴. You’re safe to disregard it in the interests of brevity and clarity.

Banking details. The abbreviations *INN*, *KPP*, *OGRN*, *OKPO*, and *BIK* should be transliterated, not translated. But when any of these terms appears in running text, it may occasionally be sensible to give its translation in parentheses as a courtesy to those readers who are unfamiliar with Russian banking nomenclature.

BIC and BIK are two distinct codes—BIK refers to an individual identification code that the Bank of Russia assigns to every Russian bank, while BIC applies to non-Russian banks.

Capitalization. Listed below are categories of nouns that are best lowercased when used in running text:

section, part, paragraph, chapter, appendix, schedule, etc.

agreement, contract, court decision, resolution, etc.

articles of association, bylaws, power of attorney, etc.

board of directors, management committee, etc.

director, managing director, president, attorney, etc.

party, contracting party, third party, nonparty

Ampersand. Reserve the ampersand for trade names and certain abbreviations, such as R&D, P&ID, and BS&W.

WRONG

The Contractor shall abide by the requirements & time limits stipulated herein.

Developing, manufacturing & selling equipment

RIGHT

The Contractor will abide by the requirements and time limits stipulated in this Agreement.

Developing, manufacturing, and selling equipment

³ See, e.g., *Legal Usage in Corporate Agreements* by Kenneth A. Adams.

⁴ See, e.g., *Legal Writing in Plain English* by Bryan A. Garner.

Misuse of angle quotation marks. Avoid using guillemets (angle quotes) in English.

WRONG

«__» _____ 20__

RIGHT

Dated _____ 20__

Date format. For clarity, spell out the month in dates.

BRITISH ENGLISH

14 October 1998 *or*
14th October 1998

AMERICAN ENGLISH

October 14, 1998

Italicization. Italicize titles of books, legislative and regulatory acts, and journals. Titles of legislative documents are not enclosed in quotation marks.

WRONG

the law “On the Fundamentals of
the Russian Federation Tax
System”

RIGHT

the law *On the Fundamentals of the
Russian Federation Tax System*

Slash. In formal writing, avoid using a slash instead of a preposition, conjunction, or comma.

WRONG

Complete/sign/send this form
at the address given below.
All changes shall be
reviewed/approved by the
Customer.

RIGHT

Complete, sign and send this
form at the address given below.
The Customer will review and
approve all changes.

Numbers

Words or figures? Spell out single-digit numbers (e.g., *three days*, *nine pages*) and use numerals for all others (e.g., *23 candidates*; *USD 34,574*). Do not spell out a single-digit number followed by a unit of measure (e.g., *4 m*; *5 ft*). For exceptions to these rules, see any good style guide.

Number beginning a sentence. Avoid beginning a sentence with a numeral. If you must, spell out the number and its unit of measure.

Thousands and decimals. Use a comma in thousands (e.g., *1,000*; *12,439*; *73,372,000*) and a dot in decimals (e.g., *3.5* rather than *3,5*).

Ordinal numbers. Note that letters in ordinal numbers should not appear as superscripts (e.g., *122nd*, not *122nd*)⁵.

Numero sign. Be sure to substitute *No.* or *no.* for the numero sign *№*. Avoid *no.* altogether in the titles of appendices, schedules, and the like (e.g., *Appendix 1*, not *Appendix No. 1*). Dropping the period after *no.* and *No.* suggests sloppy writing.

Currency codes. In English, the code comes first. Insert a nonbreaking space between the code and the amount (*USD 40,000*, *EUR 600*).

Ruble code. The code RUR is now obsolete (despite Russian banks inexplicably using it in their documents). Use RUB instead.

Plural for *euro*. The plural form of *euro* is *euros* or, in European Union documents, *euro*⁶.

⁵ *The Chicago Manual of Style* at 466 (16th ed. 2010).

⁶ *The Chicago Manual of Style* at 473 (16th ed. 2010).

Appendices

A. Problematic Words and Phrases

арбитражный суд. Because a Russian arbitration court's functions differ from those of an arbitration court outside Russia, the proper translation of this term is *commercial court*, not *arbitration court*.

в лице кого-л. Do not use *in the person of*. Make it *represented by* or *acting through*.

вопрос. *Issue* means a problem for debate or discussion or a matter of concern. *Matter* means a subject under consideration.

в порядке, установленном действующим законодательством Российской Федерации. The long-winded *in accordance with the procedure established by the effective laws of the Russian Federation* is invariably inferior to *as prescribed by Russian law*.

в случае чего-л. Starting your sentence with an *if*-clause is a perfectly acceptable way of translating this phrase. Avoid the verbose *in the event that*, *in the case that*, *in the event of*, and *in the case of*.

закключение. (a category of document) Use *opinion* or *report*, as appropriate, not *conclusion*.

инструкция. Usually used in the plural in English. *Instruction* means the action, practice, or profession of teaching.

на какой-л. основе. Where possible, substitute adverbs (*personally*, not *on a personal basis*) or simply state the time (*quarterly*, not *on a quarterly basis*).

на территории Российской Федерации. Avoid the verbose *in the territory of the Russian Federation* if *in Russia* suffices.

область. In the sense of *area* or *field* the word is often redundant in English. *Услуги в области разработки ПО* is best rendered as *services in software development* or *services in developing software*, rather than *services in the field/area of software development*.

основание для чего-л. The simple *reason* is often a better choice than *basis* or *ground*.

от лица кого-л. *In behalf of* means "in the interest or for the benefit of." *On behalf of* means "acting as agent or representative of."

по состоянию на. *As of* is often inferior to *on*. Bryan A. Garner, *Garner's Dictionary of Legal Usage* 82 (2011). E.g., "The directors believe that, as of [read on] on the date of this report, the Group has sufficient financial resources to meet its committed financial liabilities."

предписание. The English word *regulation* is usually used in the plural, as in "safety regulations."

принадлежность адреса. As even the officials who first came up with this term are unlikely to explain what it means, translating it poses a big problem. Make it *address details* and avoid the nonsensical *address affiliation*.

производить взаиморасчеты. Avoid *perform mutual settlements*—use *settle with each other* instead.

работы. Unless the word *работы* refers to the activity involved in building or repairing something on a large scale, translate it as *work*, not *works*. The plural form means either a place where industrial labor is carried on (e.g., a plant) or structures in engineering (such as docks, bridges, or embankments) or mining (such as shafts or tunnels).

с момента чего-либо. Make it *from the date of*, not *from the moment of*.

согласовывать. The verb means “to approve, to agree on” and should not be translated as “coordinate,” meaning “to organize an activity so that the people involved in it work well together and achieve a good result” (*Longman Dictionary of Contemporary English*).

соответствующий. Nine times out of ten, this word is translatable as *a*, *the*, or *to that effect*, and does *not* need to be translated literally as *corresponding* or *respective*. E.g., “If conciliation does not resolve the complaint, the member convening the conciliation will issue the corresponding the certificate [read *a certificate to that effect*].” / “If the buyer finds any defects in the product, the buyer must draw up the corresponding [read *a*] report listing those defects.”

сфера. See *область*.

с одной стороны; с другой стороны. Do not use *on the one part/on the other part*. Try substituting *as the one party/as the other party*, *on the one hand/on the other hand*, or *of the one part/of the other part*.

с целью чего-л. “For purposes of” corresponds to the Russian *в контексте чего-л*; “for the purpose of,” *с целью (осуществления) чего-л*.

устав. Avoid *charter*, *statutes*, and *constitution*. Make it either *articles of association* (in British English) or *articles of incorporation* (in American English).

B. Transliteration of the Cyrillic Alphabet

а	а	ж	zh	н	н	ф	f	э	е
б	b	з	z	о	о	х	kh	ю	yu
в	v	и	i	п	p	ц	ts	я	ya
г	g	й	y	р	r	ч	ch		
д	d	к	k	с	s	ш	sh		
е	ye, e	л	l	т	t	щ	shch		
ё	yo	м	m	у	u	ы	y		

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