

Business Contract as a Pragmalinguistic Phenomenon

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Abstract: Globalization and international integration contributed to the transition of business community on the contract basis and the desire to fix their relationships in special documents - business contracts. At the turn of the new century, business contracts have become one of the most essential genres of business discourse. The pragmatic peculiarities' studies of business contracts provide with a great opportunity to explore both the implicit and explicit intentions of business partners, assist the prevention of possible conflicts and foster effective business communication.

Key words: Business discourse • Business contract • Pragmalinguistics • Speech act

INTRODUCTION

The global scale of modern business, which can be represented as three key areas of public life: marketing, financial and social, stimulates an active research interest in the study of Business English, which became the “lingua franca” – a professional language in business, a special code used by members of global business community for business communication between representatives of different cultures and making business transactions [1, 2].

The sphere of business communication turned out to be much more dynamic than any other discursive sphere due to its ability to adapt quickly to modern trends in the development of society and to find the most effective ways to solve existing problems. It should be emphasized that business discourse (BD) as the area of interdisciplinary research, which appeared more than two decades ago from the European traditions of intercultural negotiations and the study of the language in the workplace, was designed to address acute issues connected with speech generating activities of people, determined by business community and actualized by a system of specific speech practices and formal texts [3-5].

The transition of business community to the relationships on a contractual basis and the desire to fix these relationships in the form of legal documents – business contracts governing the interaction between

businessmen and suppliers, employers and employees, especially the delivery of all marketing operations and financial activities of the parties, determine the validity and relevance of the research of English-speaking business contracts.

The data presented in this paper support a claim that the sphere of functioning dictates both the form and content of the governing document, which makes it possible to distinguish marketing-oriented, financially-oriented and socially-oriented contracts – unified and standardized in composition and form legal documents, containing detailed and specified information about the parties, performing legal, communicative, social, cultural and historical functions. It should be mentioned that in business the term “contract” (contract) is used as a generic term in relation to the term “agreement” (agreement), which is used as a superordinate concept.

Business contracts are determined by the institutional environment, targeted at maximum profit with minimum damages to the parties' interests, effective and efficient cooperation among agents and clients. The communicative interaction between these parties has two directions: agent - agent (partnership) and agent - client (dominance). Regardless of where and how the contract is concluded, it forms a system of values of the business deal participants: the recognition of the rights and obligations of the parties, achievement of mutually beneficial agreements, etc.

The dual nature of business contract, which on the one hand, delivers the information and on the other hand, fixes and regulates the relations between counterparties, protects their rights, gives contract a special, frame-content composition. The frame part includes initial and final details of the parties, clichés and etiquette formulas. The content part of business contract is a sequencing chain of sentences, paragraphs, chapters, sections, which perform a generalized function – give solution to the problem in the micro context.

The compositional features determine the existence of two main types of business contracts: regular business contract and business contract: letter version (letter agreement). These two types of contracts are characterized by various degrees of representation in business area and different functions. Thus, regular business contract gives a detailed description of all the details of the cooperation of the parties and provides reciprocal claims. Business contract: letter version is targeted at brief description of the terms of cooperation and is aimed at establishing a long-lasting and fruitful partnership, the establishment of warm relationships between the parties through the use of evaluative words characterizing the attitude of addresser to certain professional events.

The study of theory and practical analysis show that business contract is a complex linguistic phenomenon, that comprises the unity of form, content and function. In other words, in business contracts compositional features are determined by lexico-semantic, which, in their turn, are determined by pragmalinguistic functions: fixing mutual obligations of the parties and the regulation of relations between business partners.

It should be noted that the study of lexico-semantic features of business contracts indicates the desire of the language form to adequately reflect the communicatively-intentional content and allows to identify and study the mechanism of language usage to achieve diverse professional goals arising from the social interaction of professionals entering into business contract in modern English-language business community.

Business Contract: Pragmalinguistic Point of View: Based on theoretical literature analysis this paper underlines that the study of business contract, as one of the major genres of business discourse in terms of their pragmatic features and functions, continues to be a niche that requires close attention, thorough analysis and review (there are only a few fragmentary works on the subject) [6, 7, 8].

There is no doubt that understanding of how aims and intentions of the addresser are actualized in some specific speech activity and represented by definite linguistic means is possible due to various foreign and Russian developments in pragmalinguistics.

Pragmatics of professional business communication was brought under close study by foreign researchers in recent decades. M.R. Limaye and R.D. Cherry [9], Kenneth C.C. Kong [10], D. Köksal [11], S.W. Cheng [12], P. Mayes [13], R. De Felice *et al.* [14], have all contributed to the development of pragmatics in business communication.

The study of business texts pragmatics is of special interest among the linguists. However, there is lack of consensus on the problem of pragmatic peculiarities of business documents as well as about the components of pragmatics.

However, in our view, the most appropriate for the linguistic analysis of contemporary pragma linguistic aspects of modern documents (business contracts in particular) is the opinion that “there are some specific components of pragmatics, such as: addresser and addressee, the pragmatic intention of the text and its content, the anticipated effect and the text pragmatics” [15: 39-41].

The study of pragmalinguistic aspects of contemporary English-language documents, in general and business contracts, in particular, reveals how the specially selected language means have an impact on the recipient and achieve necessary communicative objectives.

The study of business contracts in English in the amount of 2000 samples of real-life contracts showed that the relationship between the addresser and the addressee in business discourse within the contractual text activity involves joint communicative cognitive actions. The distinctive feature of business contracts in English is a specified target audience of recipients. The professional interaction between the parties has two directions: agent - agent (partnership) and agent - client (dominance).

The use of different schemes of such interaction is reflected in semantics and the structure of business contract. The presence in the speech behavior of prescription and obligation characterize the “agent-client” scheme of interaction. The “agent –agent” scheme requires equal involvement and impact on the conditions of cooperation of each of the business partners and the use of neutral modality.

The speech interaction between the addresser and the addressee is determined by the business and cooperative motif, the motif of communication which is targeted at the development of mutually beneficial cooperation. The latter implies a clear distinction of the addresser and the addressee's actions. Specifically, business contract as a means of communication is characterized by a direct link between the sender and the recipient.

The pragmatic intention of a business contract text is characterized by bidirectionality, that is, in addition to the claims for the alleged action of the recipient, the text is aimed at building strong and long-lasting relationships between the parties. In its turn, the pragmatic content of business contracts texts is represented by the imperatives which can vary from "must" to "recommend".

Business Contract as a System of Mixed Speech Acts:

In the study of business contracts we are interested in the mechanism of how the language is used to achieve diverse professional goals arising from the social interaction of people in modern English-speaking business community. It is clear that the pragmatic study of business contracts peculiarities from the point of view of the theory of pragmalinguistics involves the use of some basis for this study. In our opinion, the most appropriate classification which is based on several criteria is the one offered by John Rogers Searle, known as "the theory of speech acts" [16].

It should be mentioned, however, that any text of business contract is seen by us, as well as by some leading researchers as a three-layer structure, consisting of locutionary, illocutionary and perlocutionary acts [17], [18].

Let's consider every act more specifically. The locution of business contract is presented by the content and structure of the text. As for the illocution, it reflects the intention of contracting parties to clarify the goals and targets of cooperation, set up claims, render mutual liability. The perlocution of business contract is how to conclude a deal, sign the contract and keep the terms and conditions of it.

It should be emphasized that the above-mentioned classification doesn't include additional subdivision into mixed types of acts which comprise the features of different illocutionary acts. For example, invitation can simultaneously be both directive as the speaker urges the addressee to come to a special place and commissive – the speaker is legally bound to provide with welcome reception.

Since business contracts are legal documents, which tend to perform tasks such as conclusion or cancellation of legal entities or joint venture, or other established institutional relationships and are intended to simultaneously carry out different functions, these types of documents originally:

- Clarify the information:

This agreement is made and entered into jointly by MICRO CENTRAL, INC. a New Jersey corporation located at 8998 Route 18, Old Bridge, New Jersey 08857 and CyberMedia, located at 3000 Ocean Park Blvd. Santa Monica, CA and formed as a corporation in the state of CA hereafter called MANUFACTURER [19].

- Persuade business partners in the necessity to perform certain actions:

MANUFACTURER shall grant Micro Central the option of the following payment terms: Net 45.3% discount for pre-payment at the time of shipping or COD, or 0% discount for payments made within 30 days of receipt of PRODUCT and invoice. For purposes of determining discount the payment will be deemed made on the postmark date [19].

- Establish mutually beneficial and bound agreements in written form:

In the event that a credit balance exists MANUFACTURER will issue a check to Micro Central within 30 working days of request. In the case where an accounting discrepancy exists the undisputed portion should be paid, by either party, while the disputed portion is being reconciled [19].

We believe that it's possible to analyze the text of business contract as a mixed type of speech act. Stated another way, the text of business contract is a system of specially designed speech acts targeted at efficient and effective achievement of specific professional goals, for example:

Section 1

Definitions and Explanation of Terms: 'Aluminum Company' means Jiaozuo Aluminum Mill, a Chinese enterprise registered with the Jiaozuo Municipal Administration of Industry and Commerce with its principal office located at 31 Tanan Road, Jiaozuo City, Henan Province, China.

“Aluminum Mill Power Supply Contract” means the contract between Seller and the Aluminum Company pursuant to which Seller agrees to sell and the Aluminum Company agrees to purchase, a portion of the energy produced by the Facility.

Section 4

Sale and Purchase: 4.1 (A) In accordance with the terms and conditions of this Contract, Seller agrees to sell and Purchaser agrees to purchase, energy produced and delivered to the Point of Interconnection by the Facility. From and after the Unit One Testing Date, Purchaser shall pay Seller for energy by making Purchaser Energy Payments in accordance with Section 11 and Appendix A.

Section 9

Measurement of Electric Energy: 9.1 All measurements of energy delivered by Seller to Purchaser shall be made at various outlet lines at the high-voltage side of the Point of Interconnection by suitable kilowatt and dual-direction active and reactive power kilowatt-hour meters. Seller shall install, own and operate two sets of meters in conformity with Purchaser’s metering standards and operating procedures and Prudent Electrical Practices (except that Purchaser shall be responsible for reading the meters at midnight 12 o’clock on the last day of each month with representatives of Seller being present) [20].

As we can see, there are different types of speech acts in this business contract abstract and their usage has different aims. For example, SECTION 1. DEFINITIONS AND EXPLANATION OF TERMS names the contracting parties and explains the gist of the projected partnership. In SECTION 4. SALE AND PURCHASE urges the parties to be legally bound. In 9.1 SECTION 9. MEASUREMENT OF ELECTRIC ENERGY the liabilities of both parties are presented in a directive way. We believe that such a diverse representation of speech acts within one business contract is the foundation of professional speech interaction. As we can see, in the text of English business contract alongside with the main purpose there are some additional purposes, as each structural element of business contract usually has a certain communicative task.

It should be noted that the text of English business contract simultaneously presents the objectivity (the purpose of a business contract), determined by the institute of “business” and the subjectivity of the chosen language means to accomplish that purpose. So, the concluding part of business contract can vary depending on the goals of addresser:

If this letter sets forth our agreement on the subject matter hereof, kindly sign and return to the Company the enclosed copy of this letter which will then constitute our agreement on this subject [21].

IN WITNESS WHEREOF, the parties have executed this Agreement as of March 21, 2001 [22].

Jim I am looking forward to working with you in continuing to build a company that provides great value to its customers and employees. I believe that you have much to offer and much to gain – personally, professionally and financially – in sharing this exciting opportunity [23].

It is clear that the purpose of the first agreement is the offer to sign it. The second one is aimed at stating the fact of signing the agreement. As for the last one, it is aimed at attracting workers to the long-term cooperation with the company, which is reflected in the use of emotionally-colored lexical units, as well as parenthesis and gradation targeted at enhancing the influence on a potential employee. It should be noted that in the last example the subjectivity of the language means reflects the company's desire for self-presentation (to build a company that provides great value to its customers and employees). The use of self-presentation allows, on the one hand, to create a positive image of the addresser, (the company that initiated the contract), to encourage the addressee to take the necessary professional action. On the other hand, such verbal behavior brings distant communication to direct interpersonal interaction. The analysis shows that the companies deliberately shape their own positive image, which provides the recipient with a maximum degree of confidence and leads to the fulfillment of all obligations.

CONCLUSION

As our research shows, business contract is a complex linguistic phenomenon that comprises the unity of form, content and function. There is no doubt that the identification of the illocutionary features of business contracts, namely: the selection of language means from a set of equally important for the success of the professional communication with due regard to extra linguistic factors, the study of the ways to implement the communicative intention of business partners and a description of intentions of their speech behavior allows to understand in-depths the texts of business discourse in general and the texts of English business contracts in particular. In other words, the pragmatic peculiarities’ studies of business contracts provide with a great

opportunity to explore both the implicit and explicit intentions of business partners, assist the prevention of possible conflicts and foster effective business communication.

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