

A DESCRIPTIVE ANALYSIS ON QUASI-LEGAL LANGUAGE IN LEASE CONTRACTS*

KİRA SÖZLEŞMELERİNDE KULLANILAN HUKUK BENZERİ DİLİN BETİMLEMELİ ÇÖZÜMLENMESİ

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Öz

Yaygın bir şekilde özel alan çevirisi yapılmasına rağmen edebi metinlerin dışındaki metinlerin çevirileri ile ilgili yapılan araştırmaların sayısı oldukça azdır. Edebi metinlerin dışında ve bir hukuk metin türü olarak sınıflandırılan kira sözleşmelerinin metin dilbilimsel betimlenmesi, sözcük ve söz dizimi çerçevesinde bu çalışmada ele alınmıştır. Bütüncü, Türkçe (kaynak metin olarak) ve İngilizce (kaynak metin ve erek metin olarak) hazırlanan sınırlı sayıdaki kira sözleşmelerinden oluşmaktadır. Bu metinler çözümlendiğinde, benzer hukuk metinlerinde olduğu gibi, kişisel olmayan zamirler ve belirgin bir üslupla yazılan cins isimleri gibi nesnel kullanımlara yer verildiği görülmektedir. Diğer normatif metinlerden farklı olarak, bu kira sözleşmelerinde daha kısa cümlelerin ve az sayıda eski kelime ve yapıların yer aldığı ve temel cümle fiillerinde edilgen yapıdan ziyade etken yapının kullanıldığı görülmektedir. Yasal olarak bağlayıcı olan diğer hukuk metin türleri kıyaslandığında, bütüncü içerisinde yer alan kira sözleşmelerinin metin dilbilimsel özellikleri, daha sade, hukuk benzeri bir dil kullanıldığına da işaret etmektedir. Eğitim seviyeleri, ekonomik ve kültürel durumları ve kiralama konusundaki birikimleri birbirinden farklı olan sözleşme taraflarının, hukuk benzeri bir dil kullanılmasıyla sözleşme maddelerini daha kolay anlayacakları aşikardır.

Anahtar Kelimeler: özel alan çevirisi, hukuk benzeri dil, kira sözleşmeleri, hukuk metin türleri

Abstract

Despite the high frequency of the specific field translation, there are considerably few studies on the translation of the non-literary (non-fictional) texts. Accordingly, this study was pursued to elaborate one specific legal genre, namely lease contracts, by describing its textually-defined linguistic units within the lexical and syntactic framework. Upon analysing a limited corpus of Turkish leasing contracts (as source texts) and those of English (as source and target texts), it has been found out that like other similar legal texts, they embrace such impartial usages as the gender-neutral pronouns and conspicuously stated common nouns. Unlike the other normative texts, these lease contracts include shorter sentences and few archaic words and structures, and active voice rather than passive voice is used in the verbs of their main clauses. When contrasting with the other legally enforceable texts, these textually-defined linguistic units of the

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corpus can be associated with a plain language usage; thus, it can be stated that a quasi-legal language is used in these lease contracts. Obviously, by virtue of this quasi-legal language, all the parties with different educational, economic, and cultural backgrounds as well as having different levels of experience and knowledge on leasing may comprehend the contractual terms much more easily.

Keywords: specific field translation, quasi-legal language, lease contracts, legal genre

Introduction

Today every individual is exposed to legal language in his/her daily life, mostly in the form of signing a credit card contract or a real estate lease contract, which involve legal language. Since people from all walks of life are expected to understand such legal texts, whether plain language is used or not has been one of the focal points of attention and examined primarily by the linguists as well as legal experts. By virtue of the free movement of persons specifically in Turkey, the translation of such contracts is also becoming one of the centres of attraction in the specific field of translation. Bulut¹ emphasizes that it is high time more scientific analyses of the translation and interpreting of technical content were conducted since the foundations of the field have been laid. Hence, this study was conducted to analyse and describe the features of a specific legal genre, namely lease contracts, on a micro level analysis. With the help of a perspective of translation-oriented descriptive studies, it is hoped that the micro-level linguistic features will enable the translators to become aware of the textual norms at the macro level² so as to translate the lease contracts into the target language accurately.

Before continuing with the linguistic analysis of this specific legal genre, it is essential to emphasize one important common textual feature of the legal – more specifically normative – texts: they are legally enforceable; thus, utmost attention and competence (and/or expertise) are required. Sabatini categorizes the normative texts (such as laws, acts, rules, and other specific types of judgments, administrative acts, contracts, and so forth) as *highly binding text*³. Although they are considered to be in the same category, there are still some linguistic differences among these highly binding texts. For example, the legal language used in the Turkish Commercial Code and that of lease contracts involve different linguistic features. Therefore, before presenting the findings on the lease contracts, it is essential to describe the linguistic features of the normative texts, more specifically, lease contracts, on a general basis. In Turkey, contracts must be drawn up in Turkish and they are

1 Alev Bulut, “Foreword”, *Translating and Interpreting Specific Fields: Current Practices in Turkey*, Ayşegül Angı (ed.), Peter Lang, Frankfurt 2017, p. 15.

2 For further information on microscopic and macroscopic approaches, see Işıl Özyıldırım’s article “A Comparative Register Perspective on Turkish Legislative Language”, Tarja Salmi-Tolonen; Iris Tukiainen and Richard Foley (eds.), *A Special Issue of the Lapland Law Review* 1 (1), (2011), p. 84, <https://www.ulapland.fi/loader.aspx?id=3ec94a2d-857b-4ed5-9c3c-bac04b58bbb3> [retrieved on 08/09/2018].

3 Sabatini categorizes texts as *highly binding texts* (including normative texts, scientific texts and technical texts), *moderately binding texts* (i.e. explanatory texts), and *scarcely binding texts* (such as information texts and literary texts) (In Alessandra Fazio – Amelia Bernardo, “Risks Leading to Misinterpretation of International Contracts”, Tarja Salmi-Tolonen, et.al. (eds.), *A Special Issue of the Lapland Law Review* 1 (1), (2011), p. 183, <https://www.ulapland.fi/loader.aspx?id=3ec94a2d-857b-4ed5-9c3c-bac04b58bbb3> [retrieved on 08/09/2018].

generally translated into English on the demand of the foreign renters. Therefore, this description on linguistic features can also be elaborated with those of the dual lease contracts⁴. To this end, initially the linguistic features of both legal language and the quasi-legal language will be explained within the framework of normative texts.

1. Legal Language in Normative Texts

Normative texts and more specifically lease contracts involve similar legal language features. The most prominent features are impersonal usages, usages of archaic words/terms and longer sentences.

1.1. The Impersonal Usages

Legal language necessitates *impersonal style* which

may hide [...] attitudes of the writer, so that the information seems detached from both the sender and the receiver of the message, and shows no human perspective on it. It is often produced in the name of the institution when the writer becomes an *official voice*, addressing a vast, mixed audience whose reactions are not known. Writing can seem impersonal when it avoids referring to human participation in the action it describes⁵.

In other words, with impersonal usages, the distance between the authority and the respective parties is maintained so the terms of lease contracts for example, can become binding on all the parties concerned without exceptions. These parties commonly have different economic and educational backgrounds as well as different levels of experience and knowledge on leasing. Moreover, as dual lease contracts are provided for the foreign residents in Turkey, the same impersonal features should be adopted in the target texts as well.

In legal context the impersonal approach is achieved mainly through such textually defined units as common nouns and impersonal pronouns as well as another impersonal usage, passive voice.

1.1.1. Common Nouns

Peters⁶ describes *common nouns* as those that refer to a class of entities, objects, or persons. Common nouns, in other words the nouns which do not refer to unique persons or objects, are extensively used in all lease contracts. Tessuto⁷ states “[...] when the first-person subjects are not

4 A *dual contract* is defined as “[...] a practice of providing two different contracts in the same transaction, with the second contract not reflecting the true agreement of the parties.” Frank W. Kovat, *Principles and Practices of New Jersey Real Estate*, 14th ed., Kovco Publications Inc., New Jersey 2000, p. 434.

5 Pam Peters, *The Cambridge Guide to English Usage*, Cambridge University Press, the U.K. 2006, p. 270.

6 Ibid. p. 381.

7 Girolamo Tessuto, “Online US Agreement to Mediate Forms: Exploring Discursive and Generic Features”, Tarja Salmi-Tolonen, et.al (eds.), *A Special Issue of the Lapland Law Review* 1(1), (2011), p. 62, <https://www.ulaplant.fi/loader.aspx?id=3ec94a2d-857b-4ed5-9c3c-bac04b58bbb3> [retrieved on 08/09/2018].

directly engaged, the illocutionary force of the statements allows the lexical item (*the parties*) to perform the required action, by foregrounding again unambiguously the collaborative notion of mediation in a future time frame.”

Although common nouns in lease contracts are paired with proper names to officially identify the parties concerned, the expository proper names of these parties are written only once in the preamble⁸. Then the same appellatives are used invariably all through the text without mentioning the proper names again. Hence, this might be interpreted that the proper nouns referring to individuals in lease contracts are provisional and the terms do not vary according to individuals, and all the parties concerned are required to act according to the terms, all of which explain the illocutionary force of the terms.

1.1.2. Impersonal Pronouns

In the English language, the third person singular pronouns are gender-based. The pronouns used in legal language are expected to provide an impartiality; therefore, the pronouns specifying natural/biological genders⁹ of ‘he or she’¹⁰, are used together prevalently in English legal language. In this manner, the individual elements in the normative texts are neutralized and impersonalised. Contrary to the English language, the Turkish language has only gender-neutral pronouns. The singular subject pronoun ‘o’ referring to ‘he’ or ‘she’ and the possessive pronoun ‘onun’ to ‘his’ or ‘her’ are identified according to the context. Moreover, Özyıldırım’s emphasis on the infrequent use of the third person pronouns in the Turkish legislative language could be also traced in such normative texts as lease contracts¹¹.

8 In *Joint Practical Guide of the European Parliament, the Council and the Commission for Persons Involved in the Drafting of Legislation within the Community Institutions*, ‘preamble’ is explained as “everything between the title and the enacting terms (which are the legislative part of the act), namely citations, the recitals and the solemn forms which precede and follow them” [European Union, 2015 (retrieved from <https://publications.europa.eu/en/publication-detail/-/publication/3879747d-7a3c-411b-a3a0-55c14e2ba732> on 9/6/2019)] .

9 Yavuz – Balcı emphasize that natural gender denotes biological gender. [Handan Yavuz – Ayla Balcı, *Turkish Phonology and Morphology Türkçe Ses ve Biçim Bilgisi*, Balpınar Zülal (ed.), T.C. Anadolu Üniversitesi Yayını, No: 2290, Açıköğretim Fakültesi Yayını / Open Education Faculty Publication, No: 1287, Eskişehir 2011, p. 100, https://www.academia.edu/31104637/TURKISH_PHONOLOGY_AND_MORPHOLOGY_TURKCE_SES_VE_B_C_M_B_LG_S (retrieved on 09/06/2019)].

10 In some contexts, these pronouns are written in a more economical way as ‘s/he’. Peters (*The Cambridge Guide to English Usage*, 2006, p. 244) remarks that in current British and American English ‘he or she’ is strongly favoured over the options of ‘he/she’ and ‘s/he’ and adds that (Ibid. p. 496) in order to neutralize the gender issue, the object and possessive pronouns could be indicated as ‘them’ and ‘their’.

11 Özyıldırım sets out for two reasons: the main focus of the legislative language is to present expository information including few animate referents and the third person pronouns indicate interaction among parties. [Işıl Özyıldırım, “A Comparative Register Perspective on Turkish Legislative Language”, Tarja Salmi-Tolonen, et.al. (eds.), *A Special Issue of the Lapland Law Review* 1 (1), (2011), p. 88, <https://www.ulapland.fi/loader.aspx?id=3ec94a2d-857b-4ed5-9c3c-bac04b58bbb3> (retrieved on 08/09/2018)].

1.1.3. *Passive Voice*

Danet asserts¹² that the passive voice is used mostly because the agents¹³ are impersonal. This can be exemplified with lease contracts where the agents are generally the common nouns defined in the preamble. Furthermore, the impersonal usage of *passive voice* is prevalent in both Turkish and English legal languages because as Özyıldırım¹⁴ expounds, *acts rather than agents* are important before the law.

1.2. Archaic Words and Usages

Inarguably, legal language is different from the others in terms of the archaic words and usages it incorporates. The archaic words used in the Turkish legal language are borrowed mainly from Arabic and Persian languages¹⁵; similarly, the English legal language includes archaic French and Latin words. Thus, as Tiersma¹⁶ states, lawyers¹⁷ act as translators to express the legal texts with a plain language; which can be well matched with Jakobson's intralingual translation¹⁸.

1.3. The Length of the Sentences

Both the Turkish and English legal languages have another common outstanding feature: the sentences are longer than those of daily language. Marita Gustaffson found out in 1971 that the longest sentence in the British legislation involves 179 words¹⁹. Ramazanoğlu²⁰ also gave the example of one statement (written in the introduction of Turkish Constitution) which is 26 lines long and

12 In Işıl Özyıldırım, "Türk Yasa Dili", *Hacettepe Edebiyat Fakültesi Dergisi*, 16 (1), Hacettepe Üniversitesi, Ankara (1999), p. 101, http://www.edebiyatdergisi.hacettepe.edu.tr/index.php/EFD/article/view/697/pdf_48 [retrieved on 10/02/2018].

13 Swan makes a different contribution by stating that agents are mentioned in only about 20% of passive sentences. (Michael Swan, *Practical English Usage*, 4th ed., Oxford University Press, China 2016, p. 58.).

14 Işıl Özyıldırım, "Hukuk Diline Bir Örnek: Sözleşmeler". *Hacettepe Üniversitesi Edebiyat Fakültesi Dergisi*, 17 (1), Hacettepe Üniversitesi, Ankara (2000), p. 56, <http://www.edebiyatdergisi.hacettepe.edu.tr/index.php/EFD/article/view/757/536> (retrieved on 24/07/2018).

15 Ayfer Altay, "İngilizce ve Türkçe Hukuk Dillerinin Özellikleri: Karşılaştırmalı Bir Çalışma", *Hacettepe Üniversitesi Edebiyat Fakültesi Dergisi*, 19 (2), Hacettepe Üniversitesi, Ankara (2002), p. 22, <http://www.edebiyatdergisi.hacettepe.edu.tr/index.php/EFD/article/view/88/56> [retrieved on 14/07/2018].

16 *Ibid.* p. 14.

17 Hülya Boy [An Analysis on the Translation Process of EU Acquis Communautaire Texts from English into Turkish, (Unpublished Master's Thesis), Marmara University, Institute of European Studies, Istanbul 2017, p. 33.] similarly emphasizes the alienating factor of legal language stemming from its sophisticated and complicated nature. Since these sentences are longer and legal terms are harder to be comprehended by ordinary/lay people, generally, such field experts as lawyers and legal linguists can decode it easily and accurately.

18 Jakobson describes intralingual translation as rewording; an interpretation of verbal signs by means of other signs of the same language. (In Jeremy Munday, *Introducing Translation Studies Theories and Applications*, 2nd ed., Routledge, New York 2008, p. 5.).

19 Ayfer Altay, "İngilizce ve Türkçe Hukuk Dillerinin Özellikleri: Karşılaştırmalı Bir Çalışma", (2002), p. 56.

20 Yıldırım Mehmet Ramazanoğlu, *Yasama Metinlerinde Türk Dilinin Doğru Kullanılması Çalıştayı* (The Workshop on Using the Turkish Language Accurately), Prepared by Rıza Yurddaş, Türkiye Büyük Millet Meclisi İnsan Kaynakları Başkanlığı Tutanak Hizmetleri Başkanlığı, Ankara 2012, p. 5, <https://acikerisim.tbmm.gov.tr/bitstream/handle/11543/2722/201600529.pdf?sequence=1&isAllowed=y> [retrieved on 10/06/2019].

includes 280 words. One of the main reasons for having such long sentences is that whenever it is essential to add legal details due to the changing or recent conditions, these legal details are embedded in the existing articles with subordinate and coordinative clauses. In this way, there will be no room for hesitation and/or misinterpretation; in other words, as Özyıldırım²¹ remarks there will not be any interpretive loopholes.

2. Quasi-Legal Language

In the legal sense, *quasi* denotes that “one subject has certain characteristics in common with another subject but that intrinsic and material differences exist between them.”²² Thus, this Latin prefix ‘quasi’ which is also defined as “resembling, like but not really, as if”²³ indicates the differences between lease contracts and other normative texts. In essence, the research on such categorizations should be conducted by the legal experts. Nevertheless, from the linguistic perspective, the term, ‘quasi-legal language’, is employed accordingly on the grounds that this specific genre has different and similar textually defined linguistic units pertaining to other normative texts.

This study was carried out to find out whether this specific genre comprises the abovementioned linguistic units of normative texts or whether it includes, to some extent, *quasi-legal language* features. While presenting the findings on the linguistic features of lease contracts drawn up in both Turkish and English, it is hoped that this study will also contribute to the translation-oriented studies.

3. Method

In an effort to examine whether or not lease contracts are quasi-legal within the linguistic framework, an analysis has been made on a limited corpus of four lease contracts: the two dual contracts (indicated in this study as DLC 1 and DLC 2)²⁴ which were drawn up in the source language (hereafter ‘SL’), i.e. Turkish, and the target language (hereafter ‘TL’), i.e. English; the third one (as DLC 3) which is also a dual contract downloaded from the Internet²⁵; and another lease contract (LC 4) drawn up only in TL. This study is limited to the linguistic features of these four lease contracts

21 Işıl Özyıldırım, “Hukuk Diline Bir Örnek: Sözleşmeler”. *Hacettepe Üniversitesi Edebiyat Fakültesi Dergisi*, 17 (I), p. 43-60, Hacettepe Üniversitesi, Ankara (2000), p. 50. <http://www.edebiyatdergisi.hacettepe.edu.tr/index.php/EFD/article/view/757/536> [retrieved on 24/07/2018].

22 Retrieved from www.thefreedictionary.com on 20/02/2019.

23 Retrieved from the webpage of etymonline on 20/02/2019. Its Turkish equivalent is *şibh*, which is a borrowed Arabic word and defined as “benzer” in *Misalli Büyük Türkçe Sözlük/Turkish Dictionary Accompanied by Examples* (İlhan Ayverdi, 2nd ed., *Kubbealtı Lugatı*, İstanbul 2006, p. 2950.). *Quasi contract* is also translated into Turkish as “şibh akit” in *Türkçe-İngilizce Hukuk Sözlüğü/Turkish-English Law Dictionary* [Mustafa Ovacık, 5th ed., Banka ve Ticaret Hukuku Araştırma Enstitüsü (T. İş Bankası Vakfı), Ankara 2003, p. 240.].

24 DLC 1 and DLC 2 were drawn up for two big scale multinational companies based in İstanbul by one of the Turkish real estate brokers.

25 This *Standard Residential Lease Agreement* was retrieved from http://baylosuites.com/files/baylosuites_residential_lease_agreement_sample.pdf on 09/08/2018.

and a micro-level approach²⁶ is pursued to describe the linguistic (more specifically, syntactic and lexical) features of the lease contracts. It is hoped that the findings of this limited corpus will help provide the clues to get a broader perspective on linguistic as well as textual features of this specific genre.

4. Findings

Lease contract terms dictating legal obligations and rights should be expressed in such a way that they are easily comprehended by all the parties with different economic, educational, and cultural backgrounds. This might be realized via using plain language. Accordingly, the linguistic features of this genre were examined in terms of the length of the sentences, the impersonal usages of the lexical categories (such as common nouns and impersonal pronouns as well as passive voice) and the archaic words and usages.

4.1. Findings on the Length of the Sentences

Mason²⁷ affirms that a typical sentence in a contract can be 100 words (or more) long. Since lease contracts are categorized in this genre; the length of the sentences is examined in order to make a comparison.

4.1.1. The Longest Sentences in the Source Texts and Target Texts

The longest sentences written in the source texts (hereafter ‘ST’) and the target texts (hereafter ‘TT’s) of DLC 1, DLC 2, DLC 3, and LC 4 were examined in terms of the number of words. The titles of the contract articles, the phrases, and the explanations that were not written in the full sentence format were not taken into account. The data on the longest sentences of these lease contracts are listed in Table 1:

Table 1. *The Number of the Words in the Longest Sentences*

Lease Contract	The Longest Sentence	
	Number of Words in ST	Number of Words in TT
DLC 1	49	67
DLC 2	59	67
DLC 3	46	48
LC 4	-	66 *

*Although LC 4 was drawn up only in English and thus, should be regarded as a ST; in order to make a comparison in the TL, the findings on LC 4 are presented together with those of the other TTs.

26 Kim and Biber state that microscopic analysis can pinpoint the exact communicative functions of individual linguistic features in particular registers [In Özyıldırım, “A Comparative Register Perspective on Turkish Legislative Language”, (2011), p. 84].

27 Catherine Mason, *The Lawyer’s English Language Coursebook*, 2nd ed., Global Legal English Ltd., England 2014, p. 193.

With reference to Mason's statement, the number of words in the longest sentences (49, 59, and 46 in the STs and 67, 67, 48, and 66 in the TTs respectively) is fewer; that is these sentences are relatively short; thus, the legal language used in the lease contracts can be considered to be plain in this sense. Obviously, these sentences may become longer because of such successively listed items as fixtures²⁸. In order to give the necessary details on the terms²⁹, different adverbials might also be employed; thus, the sentences are lengthened (as seen in Example 1).

Example 1. The Longest Sentence in DLC 1

In case the Lessor does not fulfil its obligations under this Agreement, and *if* the condition continues for 30 (thirty) days *after* the notification of the Lessee to the Lessor of such conditions or *in case of* urgency without any notification, the Lessee shall be able to fix the situation and/ or take all necessary precautions by bearing the expenses in the name and on behalf of Lessor.

In Example 1, the focus point is actually on the main clause (underlined) and it is elaborated with three conditions expressed by means of four adverbials (italicised). This is consistent with what Bhatia³⁰ remarks: "Most legislative provisions are extremely rich in qualificational insertions within syntactic boundaries."

Another finding about the numbers of words in the longest sentences is that the sentences in the TL comprise naturally more words than their equivalents of the SL due to the linguistic differences of the Turkish and English languages. Turkish is an agglutinative language. Hence, tense, aspect, and mood; polarity (negative versus positive); voice (active, reflexive, reciprocal, causative); and agreement in number and person, and so forth³¹ are marked by means of *morphemes affixation*. By virtue of affixation (specifically suffixation) fewer words are used in Turkish. Besides, English has its own grammatical units such as definite and indefinite articles that do not exist in Turkish.

4.1.2. The Average Number of the Words Per Sentence

In order to check whether the findings on the sentence level (see Table 1) is consistent on the textual level or not, the total number of the words (employed in the same sentences of each text) was divided into the total number of the sentences. The average number of the words per sentence (i.e.,

28 The longest sentence in the ST of DLC 2 provides a good example (the fixtures are italicized): "Mecur, KİRACI' ya *elektrik ve su tesisatı, lavabolar, musluk ve bataryalar, cam ve kapıları, mutfak dolapları, ısınma tesisatı ve beyaz eşyaları* ile her haliyle kullanmaya elverişli, tam, sağlam ve projesine uygun, *parkeleri* tam ve çiziksik, komple temiz ve boyalı olarak teslim edilmiş olup, taşınmazda kullanımdan dolayı oluşacak olan ve demirbaş sayılmayan her türlü arıza, bozukluk KİRACI tarafından giderilecektir."

29 *Term* has a variety of meanings. Here it refers to the *condition(s)* of a lease contract.

30 In Christopher Williams "Legal English and Plain Language: An Introduction", (2004), *ESP Across Cultures* 1, p. 113, http://fac.ksu.edu.sa/sites/default/files/williams_2004_legal_english_and_plain_language-libre_0.pdf, [retrieved on 10/06/2019].

31 Yavuz – Balcı, *Turkish Phonology and Morphology*, 2011, p. 98.

the mean) together with the percentage differences between the means of the STs and the TTs are presented in Table 2 accordingly:

Table 2. *The Average Number of Words Per Sentence*

Lease Contract	Σ Words in Sentences		Σ Sentences		Mean		Difference between Means (%)
	in ST	in TT	in ST	in TT	in ST	in TT	
DLC 1	1,069	1,574	57	54	18.75	29.15	43.97
DLC 2	693	986	34	34	20.38	29	32.40
DLC 3	398	548	21	25	18.95	21.92	31.53
LC 4	-	821	-	34	-	24.15	-

The difference between the number of the sentences in the STs and the TTs can be explained with the translator's decision on how to transfer the term to the TT. For instance, in DLC 1 the translator preferred to express one sentence of the ST as two separate sentences in the TT.

Example 2. The Difference between the Number of the Sentences in the ST and the TT

Apartman aidatı her ay gelen faturalara göre hesaplanıp kiracıya gönderilecek. [sic]³² olup aidat adı altında genel aydınlatma, temizlik genel ve bina görevlisi kapsar.”³³

“The apartment expenses will be calculated each month and sent to the Lessee. This amount includes common/shared electricity, lighting, cleaning of common areas, the doorkeeper and common building expenses.

The Turkish verb *olup* [which is an example of *bağ fiil*³⁴ (a kind of participle) used in Turkish] actually functions as a conjunction (namely, *and*) to link two independent clauses. This usage is common in the formal language. In Example 2, the translator preferred to express the independent clauses separately in the TL instead of linking them with a conjunction.

As indicated, the mean scores of the TTs (29.15, 29, 21.92, and 24.15 respectively) are higher than those of the STs (18.75, 20.38, and 18.95 respectively). Although the mean scores of the two TTs [29.15 (DLC 1) and 29 (DLC 2)] are slightly higher than the average length (27.6 words)³⁵ of a sentence in scientific texts, which are also categorized as *highly binding texts* by Sabatini, this specific genre may still be thought to be different from other normative texts in terms of the average number of the words used per sentence.

32 The correct punctuation and spelling rules of Turkish language are not practised here. This statement is presented in the original form.

33 Since the Turkish letters ‘ö’ and ‘ı’ are not used in this term, it looks as if the SL was English and this statement was translated into Turkish.

34 Some suffixes used to form this participle are – *ıp*, (*-ıp*, *-up*, *-üp*) / – *arak* (*-erek*) / – *madan* (*-meden*) / – *maksızın* (*-meksizin*) / – *ken* / ... – *r* ... – *maz* (... – *r* ... – *mez*), and so forth (Retrieved from the website of Türk Dili ve Edebiyatı / Turkish Language and Literature, <https://www.turkedebiyati.org/zarf-fiil-grubu.html> on 29/12/2018).

35 It is inferred that Altay [“İngilizce ve Türkçe Hukuk Dillerinin Özellikleri”, (2002)] refers to the average of texts written in English.

The difference between the mean scores of STs and TTs [43.97% (DLC1); 32.40% (DLC 2), and 31.53% (DLC3)] clearly indicates again that more words are used in the TL comparing to the corresponding sentences in the SL.

4.2. Findings on Impersonal Usages in Lease Contracts

Within the linguistic framework, the impersonal approach in lease contracts could be associated with the lexical categories of smaller units such as common nouns and pronouns.

4.2.1. Common Nouns

In lease contracts common nouns are predominantly used as the subjects and objects of the statements. A variety of common nouns used in DLC 1, DLC 2, DLC 3, and LC 4 are listed in Table 3.

Table 3. *The List of the Common Nouns Used in the Lease Contracts*

SL	TL
Mal Sahibi ve Kiraya Veren	Landlord and Lessor
Kiracı	Renter ^{<?>}
Kiracı(lar)	Tenant(s)
Guarantor of the Lessee	Kiracı'nın Kefili
Kiralanan	(Leased) Property
Taraf	Party
Taraflar ^{<?>}	Parties
Kiralanan Yer / Konut	Leased Premises
Sözleşme	Agreement/Contract
Kira Sözleşmesi	Rental Contract
Konut Kira Sözleşmesi	Residential Lease Agreement/Contract
Kira Bedeli	Lease Amount

One attribute of using the common nouns in these lease contracts is that they are conspicuously indicated all through the lease contracts with different styles such as by underlining, writing in bold and capitalising. One example showing the conspicuous approach could be given from DLC 1:

Example 3. The Common Nouns in the Preamble

İşbu Kira Sözleşmesi, ("Sözleşme" veya "**Kira Sözleşmesi**") [...] adres ve kimlik numarasına haiz [...] (bundan sonra "**Kiralayan**" olarak anılacaktır) ile [...] (bundan sonra "**Kiracı**" olarak anılacaktır) arasında aşağıda belirtilen tarihte imzalanarak akdedilmiştir.

This Lease Agreement (the “Agreement” or “Lease Agreement”) has been signed and executed on the date mentioned below by and between **Landlord** residing at [...] with a Turkish ID Number (hereinafter called the “Lessor”) and Assignee [...] (hereinafter called the “Lessee”).

In Example 3, the common nouns are conspicuous one way or another. In other words, different stylistic features are utilized to accentuate this linguistically defined unit. However, both in the ST and the TT, there is no coherence in highlighting the common nouns (some are merely underlined, the others are underlined and written in bold at the same time, for instance) even though they are employed in the same article. Still the ST and TT producers have managed to make them conspicuous in one way or another. It may be recapitulated that the style is utilized to provide a focal point.

Despite Peter’s explanation³⁶ that proper nouns single out individual cases, and are, therefore, capitalised; in lease contracts, all common nouns are capitalized (all caps or only the initial letters) in that they refer to the status. When the common nouns are defined in a detailed way, they are used as the headings of the articles; therefore, they are globally capitalised as well. Nevertheless, Türk Dil Kurumu (TDK)/Turkish Language Association provides the information on where to use capital letters and there was no indication that common nouns defined in official documents should be capitalised³⁷.

4.2.2. Pronouns

In essence, the same impersonal approach is pursued in all the sample lease contracts like other normative texts. The following article taken from DLC 3 provides an example illustrating such impersonal approaches:

Example 4. The Pronouns in the Lease Contract

Kira Süresi boyunca, Bina ve Konut içinde ya da dışında herhangi bir riske karşı **kendi güvenliğinden**, tutum ve davranışlarından, **kişisel mal ve eşyalarını** korumaktan doğrudan **kendisi** sorumlu olup [...].

During the Lease Term, **the Tenant** shall be solely and directly responsible for **his/her own safety**, for the safeguarding of any of **his/her personal property**, and for **his/her** actions on the Premises.

Similar to gender-neutral pronouns, there are also other gender-neutral replacements in the SL. For example, ‘kendisi’ actually functions as a *simple personal pronoun corresponding to ‘he or she’*³⁸

36 Pam Peters, *The Cambridge Guide to English Usage*, p. 381.

37 Türk Dil Kurumu (TDK)/Turkish Language Association, Büyük Harflerin Kullanıldığı Yerler/The Places Where Capital Letters Are Used, <http://tdk.gov.tr/icerik/yazim-kurallari/buyuk-harflerin-kullanildigi-yerler/>, [retrieved on 09/06/2019].

38 Aslı Göksel – Celia Kerslake, *Turkish: Comprehensive Grammar*, Routledge Taylor & Francis Group, London and New York 2005, p. 236 [retrieved from <https://izabelasmit.files.wordpress.com/2011/03/turkish-grammar.pdf>. on

or in this context the Tenant; and the adjective ‘kendi’ which refers to ‘his or her (referring to the Tenant’s) own.’ However, when the subject is not overtly expressed in the SL (as seen in Example 4), it may pose another problem: the ambiguity of who is responsible for a particular act. In this incidence, it may be argued that the antecedent is the Tenant; thus, the subject of this sentence refers to the Tenant; nonetheless, such oversights should not cause any interpretation loopholes. This is avoided in the TL by restating the subject; i.e. the Tenant.

4.2.3. Passive Voice

To find out whether or not the impersonal usage of passive voice is mainly opted for in lease contracts as it is used in the other legal texts, the verbs of the main clauses (VMC)³⁹ both in the STs and the TTs are analysed in terms of active and passive voices and the data obtained from the three STs (DLC 1, DLC 2, and DLC 3) and those of the TTs (DLC 1, DLC 2, and DLC 3) are given in Table 4. In order to crosscheck the frequency of using voices in these lease contracts drawn up in the TL, the data obtained from LC 4 are also presented in the same table.

Table 4. *The Frequency of Using Active and Passive Voices in the STs and the TTs*

Lease Contract	Active Voice in VMCs* (N**)		Passive Voice in VMCs (N)		MCs*** (N)		Percentage of Active Voice in VMCs (%)		Percentage of Passive Voice in VMCs (%)	
	ST	TT	ST	TT	ST	TT	ST	TT	ST	TT
DLC 1	36	28	21	26	57	54	63.15	51.85	36.84	48.15
DLC 2	19	19	15	15	34	34	55.88	55.88	44.12	44.12
DLC 3	13	14	8	11	21	25	61.90	56	38.09	44
LC 4	-	24	-	10	-	34	-	70.59	-	29.41
Total	68	85	44	62	112	147	60.71	57.82	39.28	42.18

* VMC: Verbs in the Main Clauses ** N: Number *** MC: Main Clauses

Contrary to the tendency of using *passive voice* in the normative texts, the overall percentages of the active voice used in these lease contracts (in the SL it is 60.71% and the TL it is 57.82%) are higher than those of the passive voice (39.28% in the SL and 42.18% in the TL respectively). This indicates one of the noteworthy features of the lease contracts; that is, the usage of *active voice* is mainly preferred; therefore, it can be inferred that rather a plain legal language is employed in lease contracts.

Šočanać⁴⁰ also evaluates that the passive voice in the SL (i.e., English) is directly transferred to target languages. However, there may be a shift in voice usages; i.e., translators may prefer to *change the voice* in the target text as exemplified in DLC 2:

04/07/2019].

39 Syntactically the focus is on the main clause; therefore, the passive constructions used in the subordinate clauses (for example; “[...] which is owned and located [...]”) as well as all the active and passive/past participles (for example, “[...] the rented property [...]”) are excluded in this analysis.

40 Lelija Šočanać, “Indeterminacy vs. Precision in International Arbitration: The Arbitration Agreement between the Government of the Republic of Croatia and the Government of the Republic of Slovenia”, Tarja Salmi-Tolonen, et.al.

Example 5. Different Voice Usages in the ST and TT

[...] Kiracı tarafından yıllık – ...000TL (...binTürkLirası) tutarındaki bedel ilk ay peşin takip eden aylarda üç aylıklar şeklinde ve her üç aylık dönemin ilk 5 günü içerisinde peşin olarak Kiralayanın aşağıda belirttiği banka hesabına defaten her üç aylık dönem başında ödenecektir.

[...] The renter shall deposit – ...000TL (... Thousand TL), the annual rental value of the property, in the amount that is equal to the value of 3 months' rent in the following bank account as cash at once in the first 5 days of each three months period.

There seems to be a shift in the focal point in the TL owing to the voice change. In other words, the passive structure in the SL (“Kiracı tarafından [...] ödenecektir.” / “[...] shall be deposited by the Renter.”) is changed into the active voice (“The renter shall deposit...”) in the TL. In the SL, the part (regarding the details on depositing the lease amount) is syntactically placed closer to the verb; thus, this part is emphasized more⁴¹. Whereas, the voice in the TL directs the focus to the active participation of the agent [i.e. the renter (the lessee) is the person who will deposit the amount]. To some extent, starting the sentences in the ST and the TT with the same referent (and/or theme) outwardly presents a kind of harmony. In addition, placing the agent at the beginning of the statement in the ST makes the agent more visible. Mentioning the common noun as the agent in the SL also eliminates such vagueness of the responsible party, which could be interpreted as providing a quasi-impersonal approach.

4.3. Findings on the Archaic Words and Structures in the Lease Contracts

The STs and the TTs are also examined in terms of the frequency of employing archaic words and structures. These usages in the SL and the TL are presented separately since the Turkish and English legal languages have different textually defined units (except the archaic adverbs starting with ‘here’ and their Turkish equivalents ‘bu’ or ‘işbu’).

4.3.1. Archaic Usages in the SL

The examples of Turkish archaic usages, more specifically archaic words, employed in DLC1, DLC 2, and DLC 3 are given along with their definitions in Table 5:

(eds.), *A Special Issue of the Lapland Law Review* 1 (1), (2011), p. 202, <https://www.ulapland.fi/loader.aspx?id=3ec94a2d-857b-4ed5-9c3c-bac04b58bbb3> [retrieved on 08/09/2018].

41 Turkish language includes the syntactic rule that the secondary aspect precedes the main aspect. In the Turkish syntax, the verb (the main aspect of the sentence) is placed at the end of the sentence [this could be associated with the feature of a head-final language (the author’s emphasis)] and there is no specific order to arrange the previous aspects. Accordingly, the aspect to be emphasized more is placed closer to the verb (Muharrem Ergin, *Edebiyat ve Eğitim Fakültelerinin Türk Dili ve Edebiyatı Bölümleri için Türk Dil Bilgisi / Turkish Language for the Faculties of Letters and of Education, Turkish Language and Literature Departments*, Bayrak Basım, İstanbul 2000, p. 399; translated by the author).

Table 5. Turkish Archaic Words and Their Definitions

Lease Contract	Turkish Archaic Word	Incidence (N)	Definition in SL ^{<?>}	Definition in TL ^{<?>}
DLC 1	Haiz (adj)	1	Bir şeyi olan, elinde bulunduran, taşıyan	Possessing
DLC 1	Akit ^{<?>} (n) Akdedilmek (v)	2	Sözleşme	Agreement, contract To conclude a treaty
DLC 1	Mutabık kalmak (v)	1	Anlaşmaya varmak	To come to/reach an agreement
DLC 1	Müteakip (adj)	1	Ardı sıra gelen	Successive
DLC 1	Halel (adj) Halel getirmek	1	Bozma, bozulmak Zarar vermek	To harm (halel vermek)
DLC 1	Mücbir sebep (n)	1	[...] önüne geçilmesi olanaksız	An act of God
DLC 1	Münhasıran (adv)	1	Yalnız, özellikle	Solely, exclusively
DLC 1	İşbu (adj)	7	Bu, özellikle bu	This, herein, 'It is hereby'
DLC 2		1		
DLC 2	Sair (adj)	2	Başka, öteki, diğer	Other
DLC 2	Mecur (n)	10	Kiraya verilen şey, kiralanan ^{<?>}	Property leased, the real property which is the subject of a rent contract
DLC 2	Muaccel (adj)	1	Peşin, hemen ödenmesi gereken	Presently payable, immediately due to be performed or paid
DLC 2	Defaten (adv)	1	Ansızın, birden (= bir kerede)	Lump sum, at once
DLC 2	Matuf (adj)	1	Bir tarafa yöneltilmiş	Directed towards
DLC 3	Müteselsil (adj)	1	Zincirleme	Solidary, joint and several

Among all the archaic words, only *akit* (N=2), *işbu* (N=8), *mecur* (N=10), and *sair* (N=2) are repetitively employed while the rest of the archaic words are used only once. Interestingly, none of the above listed archaic words (except *işbu*) appear in the other lease contracts.

4.3.2. Archaic Usages in the TL

While the archaic usages in the SL are mainly observed semantically (as explained in 4.3.1.), in the TTs (of DLC1, DLC 2, and DLC 3) and LC 4, the archaic usages (rather than archaic words) are opted for on the whole. Except the archaic adverb, *hereinafter* which is also used (N=3) in DLC 1, all the examples of archaic usage are predominantly seen in the preamble of LC 4 which is solely drawn up in TL:

Example 6. The Archaic Usages in LC 4

This CONTRACT OF LEASE is made and executed between:

(...name of Lessor), with residence and postal address at (...address), hereinafter referred to as the LESSOR. – AND–

(...name of Lessee), with [...] LESSEE.

WITNESSETH; That

WHEREAS, the LESSOR is the owner of THE LEASED PREMISES, a residential [...];

WHEREAS, the LESSOR desires to lease [...]

NOW THEREFORE, for and in consideration of the foregoing premises, the LESSOR leases unto the LESSEE and the LESSEE hereby accepts from the LESSOR the LEASED premises, subject to the following: [...]

The notable archaic usages in Example 6 are:

a) The adverbs *hereinafter* (N= 2 in DLC 1 and N=2 in LC 4) and *hereby*⁴² (N=3 in LC 4): The archaic usages starting with *here* and *there* followed by a preposition appear in most of the normative texts. The words starting with *here* usually refer to “in this document”, “in a contract”, or “in this clause”; the words with *there* to “something that the writer has mentioned before.”⁴³ In this fashion, the archaic usages “become more conspicuous than the plain phrase in a long sentence and may perhaps reduce the ambiguity”⁴⁴. They may also provide economic language use in the TL.

The Turkish equivalents of these archaic adverbs are also recommended officially in AB Mevzuatı Çeviri Rehberi ve AB Mevzuatı Çeviri Rehberi Ekler Kitapçığı (The Guide for Translation of the EU Acts and the Annex Booklet)⁴⁵. It is explained that ‘*hereby, herein, this*’ should be transferred into Turkish as ‘*Bu*’ or ‘*İşbu*’. These Turkish archaic words are employed in the same manner in the STs of DLC 1 and DLC 2 (the frequencies are presented in Table 5).

b) *Unto*: In Collins Cobuild Advanced Dictionary⁴⁶ it is explained that the literary, old preposition *unto*⁴⁷ indicates something was done or given to someone.

Apart from the capitalised defined terms (“CONTRACT OF LEASE”, LESSOR”, “LEASED PREMISES”, and so forth) another outstanding usage is that the following words are globally capitalised, most probably to highlight the parts/divisions of the preamble so that the readers can easily follow the preamble and the rest.

c) *AND*: The aim for using this globally capitalised conjunction between hyphens is expressed as clarifying the sentences, which might otherwise be confused because of the high frequency of using commas.

42 *Hereinafter* is defined as “[...] from this point on in this document, statement [...]”; *hereby* as “by virtue of [...] or document; by this means”. Retrieved from <https://www.thefreedictionary.com> on 08/02/2016.

43 Mason, *The Lawyer’s English Language Coursebook*, 2014, p. 201.

44 Peters, *The Cambridge Guide to English Usage*, 2006, p. 537.

45 Avrupa Birliği Bakanlığı Çeviri Eşgüdüm Başkanlığı/Ministry of Foreign Affairs, Directorate for EU Affairs, *AB Mevzuatı Çeviri Rehberi ve AB Mevzuatı Çeviri Rehberi Ekler Kitapçığı/The Guide for Translation of the EU Act and the Annex Booklet*, 2107, p. 52.

46 Heinle Cengage Learning, *Collins Cobuild Advanced Dictionary of English*, USA 2009, p. 1724.

47 *Unto* is a synonym of ‘to’ and ‘until, till’ (Hamit Atalay, *İngilizce-Türkçe Sözlük 2 / English-Turkish Dictionary 2*, Atatürk Kültür, Dil ve Tarih Yüksek Kurumu Türk Dil Kurumu Yayınları, 714, Türk Diyanet Vakfı Yayın ve Matbaacılık ve Ticaret İşletmesi, Ankara 1999, p. 3533.).

d) WITNESSETH: Altay⁴⁸ explains that with the effect of Anglo-Saxon, Latin, and French languages, the suffix {eth} is used in English legal language and it refers to the 3rd person singular. Nonetheless; the punctuation marks of *full stop* (preceding ‘witnesseth’) and the *semi colon* (placed between ‘that’ and ‘witnesseth’) are unorthodox practices or not commonplace in daily language practices.

e) WHEREAS: *Whereas* essentially presents contrasts, and it is used in this sense only in DLC 2 (N = 2). As a sentence connector in formal documents, *whereas* is defined as “it being the case that, or considering that”⁴⁹. In LC 4 *whereas* (N=2) is used in the recital and it functions as an introductory statement to a formal document. Klimas and Vaičiukaite state “each individual recital⁵⁰ begins with the words ‘whereas’ or ‘considering that’ and stylistically they seem to be one long sentence including the various recited facts being separated by semi-colons or other similar constructions.”

f) NOW THEREFORE: ‘*Therefore*’ denotes a logical conclusion or result⁵¹. This adverb is used in this sense only in DLC 1 (N=1). Nonetheless, in Example 6, it is employed in the set legal phrase (i.e. *now therefore*) which comes at the end of a series of recitals starting with *whereas clauses*, and before the terms in order to conclude the preamble. It can be interpreted that “NOW THEREFORE” (N=1) functions as a transition to the words of agreement.

Conclusion

Lease contracts codify the legal obligations and limitations regarding leasing properties; therefore, they are expected to incorporate similar linguistic features pertinent to other normative texts. Upon describing the linguistic features within the framework of the limited corpus, the findings in the STs and the TTs reveal that lease contracts involve the impersonal usages of the legal language similar to those of normative texts. The impersonal usages of the common / appellative nouns (used prevalently and conspicuously both in the STs and the TTs) in addition to the English legal language practice of using the third person singular pronouns (‘he/she’ and ‘his/her’) altogether and the gender-neutral pronouns in Turkish as well as the gender-neutral replacements such as ‘kendi(si)’ provide impartiality in this legal genre.

These common linguistic features might lead us to think that lease contracts are drawn up like other normative texts. However, the different linguistic features of the corpus manifest that rather a plain language is employed. Among these differences are the relatively *short sentences* (the average

48 Altay, “İngilizce ve Türkçe Hukuk Dillerinin Özellikleri”, (2002), p. 21.

49 Retrieved from thefreedictionary.com on 07/02/2019.

50 Recitals do not refer to the undertakings or obligations; they are rather the initial sections of a written contract and immediately precede an enacting clause. They may include descriptive and factual information, such as the identities of the parties, the background, and most importantly, the purposes of the contract. Therefore, as the Joint Practical Guide indicates “recitals are part of the preamble” [Tadas Klimas – Jurate Vaičiukaite, “The Law of Recitals in European Community Legislation”, *ILSA Journal of International and Comparative Law*, 15 (1 / Fall 2008), (2008), p. 67, https://papers.ssrn.com/sol3/papers.cfm?abstract_id=1159604 (retrieved on 07/02/2019)].

51 *Collins Cobuild Advanced Dictionary of English*, 2009, p. 1622.

numbers of the words used per sentence in the SL are 18.75, 20.38, and 18.95 respectively and in the TL 29.15, 29, 21.92, and 24.15 respectively). The tendency of using the *active voice* (the overall percentages of using the passive voice in the main clauses are 39.28 in the STs and 42.18 in the TTs) brings out another difference between lease contracts and the other normative texts. Nevertheless, this voice change is offset with the impersonal usages of the appellatives coherently all throughout the texts. Thus, this tendency of using the active voice with the appellatives may be associated with the fact that the acts of the parties rather than the individual persons are defined. The last difference is linked to the occasional usage of *archaic words* both in the STs and the TTs of the lease contracts. In all the three STs, there are totally 15 archaic words, and except *meçur* (N= 10), *İşbu* (N=8), and *sair* (N=2), 12 of these borrowed archaic words do not recur in the other STs. This may indicate a nonstandard usage of archaic words in the STs. Nonetheless, only the Turkish archaic word *İşbu* and its English equivalent *hereby* seem to maintain a standard usage in both the STs and LC 4. Despite the fact that lease contracts are legally binding, they can be drawn up by different persons such as the lessor, the intermediaries (real estate agents for example), and so on; thus, the lexical choices on archaic words and usages naturally differ. Furthermore, in all the TTs, there is no incidence of archaic words and usages [except the archaic adverb of *hereinafter* (N=4 in DLC 1)]. Only in the LC 4, there are a limited number of archaic usages (for example, the usages of *whereas* and *now therefore* in the preamble) which are considered peculiar for the English legal language.

Briefly, it should be noted that these limited number of archaic words and usages are merely stated in the contracts of the three STs (where the SL is Turkish) and LC 4 (which is produced only in English). Therefore, it may be inferred that the producers of their TTs are unaware or oblivion of such linguistic features and/or usages of the legal context. Besides, the text producers of lease contracts should also be orthographically attentive both in the SL and the TL; otherwise, the texts seem to be superficially drawn up and may not fulfil the expectation of the contracting parties such as lessees, lessors, or intermediaries. Since these are enforceable legal texts, it is demanded by the foreign lessees that the TT be notarised. Hence, the practices of notaries should also call for utmost care and attention on the linguistic and the textual features while translating lease contracts into the TL.

Considering these abovementioned convincing linguistic findings showing that a considerably plain language is used in the STs and the TTs, it can be asserted that a *quasi-legal language* is employed in this legal genre. Last but not least, these quasi-legal language features both in the STs and the TTs could be associated with a meta-cultural approach. That is, similar approaches of drawing up lease contracts are followed in many countries and the parties are aware of the fact that similar terms of lease contracts are dictated in the same manner in different cultures. In this fashion, the parties of different socio-demographic groups and different nationalities; thus, different cultures can understand and adopt to the terms much more easily. Therefore, translators should be competent enough to understand and transfer the general terms of the standard lease contract into the target language, which necessitates the specific field background knowledge in addition to the faithfulness to the textual norms. Furthermore, they should also take different cultural approaches into account. By virtue of these cultural differences, specific terms of a standard lease contract may vary from one

country to another. For example, the tendency to have the leased property painted before eviction may not be conventional in the source culture; thus, contrary to the practices in the target culture, a deposit may be demanded in advance if lessees have caused any damage. Provided that specific terms depending on the cultural and/or local elements are added, it is important that translators should also be competent to understand and transfer these textual and cultural norms to the target text. Such (meta-) cultural features should be elaborated in another research.

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