3.4. Contracts as a Sub-Legal Text.

These different sub-text types have their own peculiarities. It follows that translating each text type should be approached differently. The current research data refer to the last category where contracts will be the focal type of the legal literature. Since this study examines contracts in particular, they are worth discussing thoroughly. Sarcevic (2000:133-134) defines contracts as

> agreements between two or more parties to exchange performances in a given situation for a specific purpose. The legal actions to be performed or not performed are set forth in the substantive provisions in the form of obligations, permissions, authorizations and prohibitions, all of which are enforceable by law.

Alcaraz and Hughes (2002:126-127) go further by determining the five peculiarities of contracts which distinguish them from other legal documents.

3.4.1. There must be an agreement between two parties, who may be individuals or groups, nonprofessionals or juristic experts.

3.4.2. There must be valuable consideration given and received by each party. In other words, each party promises to give something in exchange for the other party's promise to give something else in return.

3.4.3. The parties must intend their promises to be acted on and to be legally binding. Insignificant or vague actions are not constructible as contracts, nor are promises to undertake the impossible.

3.4.4. The subject matter of the contract must not be illegal or "tainted with illegality"; so-called "contract killings" are not contracts in law.

3.4.5. The contract must be freely entered into by both parties and both should be of equal bargaining power.

Contracts have been opted for in this research for the fact that “the form and style of contracts is fairly standardized, making them easy to translate once one is