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A Contrastive Analysis of Conditional Clause Markers in English and  
Lithuanian Legal Discourse

Thesis submitted in partial fulfilment of requirements for the degree of MA in English for  
Specific (Legal) Purposes

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## Contents

List of tables .....	3
1. Abstract.....	4
2. Introduction .....	5
3. Literature review.....	7
3.1 Legal discourse .....	7
3.1.1 The origin of legal English .....	7
3.1.2 Translation of legal documents.....	8
3.1.3 Features of legal discourse .....	9
4.1 Machine translation .....	12
4.1.1 The concept of machine translation.....	12
5.1 Translation of conditional clause markers in legal discourse.....	14
6. Data and Methods.....	16
7. Results and Discussion .....	17
7.1 Conditional clause markers used in this research.....	17
7.1.1 Marker <i>assuming that</i> and its translation.....	17
7.1.2 Marker <i>supposing that</i> and its translation .....	22
7.1.3 Marker <i>only if</i> and its translation.....	25
7.1.4 Marker <i>even if</i> and its translation .....	28
7.1.5 Marker <i>given that</i> and its translation .....	31
7.1.6 Marker <i>provided that</i> and its translation .....	33
7.1.7 Marker <i>as long as</i> and its translation.....	36
7.1.8 Marker <i>on condition that</i> and its translation.....	39
7.1.9 Marker <i>in the event that</i> and its translation .....	40
8. Conclusions .....	43
9. Summary.....	44
10. References .....	46

## List of tables

Table 1. English conditional clause markers and the number of translation equivalents into Lithuanian.....	17
Table 2. Translation variants of <i>assuming that</i> into Lithuanian.....	18
Table 3. Translation variants of <i>supposing that</i> into Lithuanian.....	22
Table 4. Translation variants of <i>only if</i> into Lithuanian.....	25
Table 5. Translation variants of <i>even if</i> into Lithuanian.....	28
Table 6. Translation variants of <i>given that</i> into Lithuanian.....	31
Table 7. Translation variants of <i>provided that</i> into Lithuanian.....	34
Table 8. Translation variants of <i>as long as</i> into Lithuanian.....	36
Table 9. Translation variants of <i>on condition that</i> into Lithuanian.....	39
Table 10. Translation variants of <i>in the event that</i> into Lithuanian.....	40

## **1. Abstract**

Legal discourse is language practiced in the legal area. The definition of legal discourse is characterized with lawfulness and legitimacy, the connotation of legal discourse is also connected to the law creators, the people who implement the law, the people who interpret the law and the people who alter the law (Zhenhua, 2016: 96). Sentences in legal discourse are long; this discourse, has a specific vocabulary characterized by borrowings, passive voice forms, modal verbs. Understanding, reading and especially translating legal texts is not easy. The translation process itself might become difficult as the person translating the text must pay attention not only to the main idea of it, but also the possible other translation ideas. Nowadays professional translators use some kind of a machine translation tool which, helps to do the job quicker than manual translation. On the other hand, machine translation cannot 'think' as a human being and interpret the text, it tends to give a sentence a whole new meaning or do not translate some parts of the text at all. One of such difficult aspects is related to logical relations between clause, e.g. conditional clauses. Conditional clause markers are a small part of a sentence, it may seem almost unimportant. The main purpose of this MA thesis is to examine some legal texts and show how some conditional clause markers can have multiple different translations or no translation at all in translation between English and Lithuanian. Nine different conditional clause markers were taken from various legal texts. The results showed a great variety of different translations that one conditional clause marker can have. The conclusions have a summary of all the results, the differences between English and Lithuanian conditional clause marker translation.

**Keywords:** conditional clauses, conditional clause markers, legal discourse, translation, contrastive analysis, machine translation

## **2. Introduction**

In the last few years, the globalisation of sociocultural, communication and business issues were influenced by disassembling of cultural, disciplinary and national barriers, particularly in the context of cooperation and collaboration in international trade (Gotti, 2009: 55). The legal field was also influenced by globalisation – international aspect is becoming more widespread with every year. The countries around the world have their own languages, cultures, many more small-scale and bigger culture-specific different things but if we had to also think about some very specific aspect of public life, that would be the legal field. Gotti (2009) explains, how the increasing demand on an international level for accurate translation of legal texts across languages relies on the need for them to transmit appropriately in both languages the pragmatic and functional intentions as well as implications of the original text. Gotti (2009) also gives a good example – of the need for a common European legal framework; the newly created framework is much more complicated as the newly created framework is meant to be interpreted within the context of different legal systems and mother tongues, rather than simply be translated into all the languages of the European Union. The problems may start to arise in various countries as soon as someone needs to interpret issues such as – human rights, freedom of speech, freedom of trade, international agreements or contracts, all of which have strong social/political and cultural constraints. The need to start the change in legal language started in 1960s, when Mellinkoff criticised legal language in his 1964 book 'The Language and the Law' (Williams, 2004: 116).

After the Lithuania's independence in the 1990s and membership in the NATO and the European Union since 2004, Lithuania is rapidly getting more prominent in the whole world's perspective, thus it is crucially important that all the legal texts and documents are accurately translated from English into Lithuanian. But, as it was mentioned before, legal systems across the countries differ. In this case, those languages would be English (source language) and Lithuanian (target language). The most important aspect is that legal texts should accurately render the content although it is obvious that one language (source language) might have aspects and legal realia that the other language (target language) does not possess. Therefore, the translated text might have completely different meaning than the source text.

Since the very beginning of translation studies researchers were focused more on the translations of scientific and technical documents as the difficulties of cultural dissimilarities and variable contexts are less subtle than in legal texts (Hutchins, 2003: 1). Moreover, the Internet initiated an immense need for quick online translations, usually impossible for human

translator. Hutchins (2003) distinguishes the traditional need for translations of publishable quality, where the output of machine translation (MT) systems can save time and expenses; however quickly produced translations might be grammatically, lexically and stylistically imperfect. Although, for some texts, especially highly technical texts covering, for example, a very specific topic in a dry and monotonous style, MT sometimes does quite a good job – when the content in the source text is highly repetitive, MT tends to make accurate judgments and helps to approach the needed meaning of source text in a foreign language (Lin and Chien, 2009: 135).

Legal discourse may be characterised by various distinct features – a few examples could be long sentences, foreign words, passive voice, usage of modal verbs, nominalisation or conditional clauses. Conditional clause sentences indicate what the person displays as potential situations and their potential results. In the Lithuanian language conditional clause sentences are called *šalutiniai sąlygos sakiniai* (Drotvinas, 1960: 53).

The present research studied how conditional clause markers are translated from English into Lithuanian language. Since, there have been no studies done before on the topic of conditional clause markers translation from English into Lithuanian, the question occurs how many different translations one conditional clause marker can have, as well as how many of those are not translated at all. Accordingly, the research will focus on the various type of legal texts taken from EURO-LEX 2016 and the analysis of translation between English and Lithuanian in order to identify any translation patterns which could contribute to the quality of the future legal translations.

This research contains of three main sections. Firstly, literature review, where the most prominent information on legal discourse is discussed together with an introduction to conditional clause markers. Then follows a section on data and methods, where the compilation of the corpus is presented together with an explanation on how the analysis was conducted. Lastly, the section of results and discussion reports the main findings of the study and discusses the translation of conditional clause markers. Conclusions and references are presented at the end of the paper.

### **3. Literature review**

The aim of this section is to present the origin of legal English (3.1.1) as well as introduce translation of legal documents itself (3.1.2) and together with those discuss the main features of the legal discourse (3.1.3). Chapter 4.1 covers the topic of machine translation – the concept and the history of machine translation. Lastly, chapter 5.1 briefly discusses the translation of conditional clause markers in legal discourse and the lack of studies on the topic itself.

#### **3.1 Legal discourse**

##### **3.1.1 The origin of legal English**

The typical language of various legal documents that contain special vocabulary, legal formulations, also contains an enormous amount of legal terminology or legal jargon, usually thought of as vague and incomprehensible to the layman, this type of language is called *legalese* (Longman dictionary, 2023). The language used in the present-day English law differs from the common English, but on the other hand it also includes certain distinct features related to syntax, vocabulary, punctuation, and additional elements that reflect the historical development of the legal language (Gavrilovska, 2016: 2).

Legal English is the result of historical, political and social actions that took place in the past. The language of English law carries the imprint of numerous groups such as Anglo-Saxon mercenaries and missionaries who spoke in the Latin language, also war tribes that came from Scandinavia and Normandy – these groups not only influenced England and its political system but in addition to that, left their extensive imprint on the language of its legal system (Shneiderova, 2018: 119). The legal language owes much of its growth to the Anglo-Saxons, who have led numerous words that have lingered until today (e.g. *ordeal*, *witness*, *oath*) and together with the arrival of Christian missionaries in England in 597 A.D., many of the Latin terms (e.g. *de facto*, *bona fide*, *ad hoc*) were introduced into the English legal lexicon (Gavrilovska, 2016: 2). As stated by Shneiderova (2018) an important socio-political event – the Norman Conquest of 1066 highly impacted the language situation in contemporary England, following the conquest, French-speaking Normans took over all of the most prominent positions in England, making French the language of power and court, while the English language at the time was considered to be a lower-class language and used primarily among the lower classes of the population. In other words, all terms that are associated with the government affairs can be tracked down to the French language (e.g. *tenant*, *lease*, *property*). Afterwards, in 1356, the enactment of the Statute of Pleading (in French) mandated that all legal proceedings must be

conducted in English, but documented in Latin (Haigh, 2015: 2). Despite this, the use of the French language in legal proceedings persisted in certain areas of the law until the seventeenth century. According to Haigh (2015) during different time periods in the past legal documents of various types were written in English: wills were first documented in the English language around 1400, statutes were written in Latin until relatively 1300, then in the French language until 1485, for a brief period, statutes were written in both English and the French languages before being exclusively written only in English from 1489 onwards.

### **3.1.2 Translation of legal documents**

Over the last few decades, the need for legal translation has significantly grown worldwide due to the globalisation and increased interaction and communication among people and various nations, with every year more countries joining various international organisations as the NATO, the EU or the UN, to name a few. Many of the texts used at the national level today are products of the translation of international documents formulated at the international level (Gotti, 2014: 5).

Translation can be divided into different categories. The two main groups: literary or non-literary translation or the categories of ideational translation – that involves technical and non-technical information and interpersonal translation – which covers both fictional and non-fictional information (Cao, 2007: 7). Legal translation which falls into specialist or technical translation is a type of translation that involves the use of special language, that is known as language for special purpose (LSP), especially in the context of law, or language for legal purposes (LLP) (Cao, 2007: 8). According to Cao (2007) legal translation can be categorised by different criteria – one way is by the subject matter of the source language (SL) texts, which includes translating: 1) domestic statutes and international treaties; 2) private legal documents; 3) legal scholarly works; 4) case law. Legal translation can be subdivided according to the status of the original text: 1) translating enforceable law (e.g. *statutes*) and 2) translating non-enforceable law (e.g. *legal scholarly works*) (Cao, 2007: 8). Šarčević (1997) defines legal translation as a type of specialized communication that is used particularly among professionals, excluding any communication between legal experts and people who are not knowledgeable in legal matters. Legal texts can be divided into three categories: 1) texts that are primarily *prescriptive*, such as laws, regulations, codes, contracts, treaties, and conventions; 2) texts that are primarily *descriptive* but also involve *prescriptive* parts, these consist of judicial decisions and instruments used to carry on judicial and administrative proceedings, such as actions, pleadings, briefs, appeals, requests, and petitions; and lastly 3) texts that are *purely*



*descriptive*, which are written by legal scholars such as legal opinions, law textbooks, articles. (Šarčević, 1997: 10–11).

Legal translation is viewed as a complicated and very distinct type of area where every legal text is created for specific function (such as to determine the rights and obligations of parties to a contract) and to fulfil a certain purpose (such as to provide proof that the contract was made) (Chromá, 2007: 2). According to Chromá (2007) considering the fact that legal information in the source text (ST) is usually obscure, unclear and can possibly have different interpretations, it is wise to firstly interpret it in the source language (SL), then render the interpreted information into the target language (TL) and lastly adjust the translated content to suit the expected purpose and genre of the target text (TT). Legal translators must possess comprehensive knowledge of legal categorisation, legal procedures, and the legal systems of both the source and target languages.

According to Gotti (2014), to translate texts effectively, the translator needs to analyse and evaluate the significant dissimilarities between the legal systems of the source and target languages. This analysis will help the translator to determine the most relevant equivalent in the target language that will best fulfil the purpose of translation (Gotti, 2014: 7). The lack of matching characteristics between distinct language systems can pose serious challenges in the creation and comprehension of legal documents.

### **3.1.3 Features of legal discourse**

It can be seen that various distinct areas, such as journalism, medicine, business or sports possess their own specialised linguistic characteristics. Legal field is not an exception. Various scholars, who have analysed the characteristics of legal language, have highlighted a number of distinct features that are often found in legal texts. These features include lengthy and complicated sentences, a high frequency of technical vocabulary, terms specific to the legal register, the use of archaic words, unusual sentence structures, frequent use of nominalisations and passive voice, multiple negations and impersonal constructions as well as redundant expressions (Lisina, 2013: 39). Furthermore, legal language is viewed to be formulaic, consisting of technical terms, common words with uncommon meanings, archaic expressions, words that have the same meaning, formal items, and a big number of prepositional phrases (Lisina, 2013: 39). The main features of legal discourse will be reviewed in this chapter.

One of the most prominent legal discourse features are lengthy and complex sentence structures. Usually legal documents, such as reports, proceedings or oaths have lengthy statements or

sentences that are connected in certain ways, i.e., either separated by commas or semi-colons, or without any punctuation to divide them at all (Alabi, 2014: 34). An example can be seen below:

*'The Constitutional Court of the Republic of Lithuania, pursuant to Paragraph 3 of 105 of the Constitution of the Republic of Lithuania and Paragraph 2 of Article 1 of the Law on the Constitutional Court of the Republic of Lithuania, on 16–26 March 2004, in its public hearing, considered case No. 14/04 subsequent to the inquiry set forth in the Resolution of the Seimas of the Republic of Lithuania 'On the Application to the Constitutional Court of the Republic of Lithuania' of 19 February 2004, the petitioner, whether concrete actions of the President of the Republic Rolandas Paksas, which were indicated in the charges formulated in the conclusion of the Special Investigation Commission, are in conflict with the Constitution of the Republic of Lithuania.'*<sup>1</sup>

The complex sentence above contains 125 words and consists of a one single sentence that is separated by commas. In addition, the sentence above shows how one lengthy sentence can cover all the relevant information related to the statement as well as the principle of inclusiveness, where a single statement is written to cover all the possible and imaginable situations (Dūdėnaitė-Vižlenskė, 2021: 14).

Another prominent feature of legal language is its unique vocabulary. Legal texts might be a challenge for people who are unfamiliar with the legal field as legal texts tend to have complicated terminology and expressions. As Crystal and Davy (1997) explained, through its evolution, legal English has interacted with and at times had to give up to both French and Latin. The usage of French borrowings in legal English dates back to the time when Anglo-Norman was the language of courts, additionally, Latin was once the language used for official documents (Alabi, 2014: 27). The examples of Latin and French<sup>2</sup> terms can be seen below:

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<sup>1</sup> The text was retrieved from the Constitutional Court of the Republic of Lithuania page, case on the impeachment of the President of the Republic. References are listed in the reference list.

<sup>2</sup> The terms were retrieved from the Online Etymology Dictionary. References are listed in the reference list.

French	Latin
<i>Tort</i>	<i>Actus reus</i>
<i>Verdict</i>	<i>Alter ego</i>
<i>Mandate</i>	<i>Ex officio</i>
<i>Tribunal</i>	<i>Inter alia</i>
<i>Illegal</i>	<i>Per minas</i>
<i>Justice</i>	<i>Lex loci</i>
	<i>Ex parte</i>
	<i>De jure</i>

In their publication, Alcaraz and Hughes (2002) categorise between two categories of legal terminology: those terms that are purely technical and those that are semi-technical. Purely technical terms have a single meaning and that meaning has remained consistent within their specific area of use for a long time (e.g. *solicitor*, *breach of official duty*, *mortgage*), compared to the first group semi-technical terms that have gained additional meanings through a process of similarity in the specialised field of legal activity (e.g. *pleading*, *in camera*) it is important to have an understanding of both legal and general language in order to understand both meanings of semi-technical terms (Alcaraz and Hughes, 2002: 15). Another distinct feature of legal discourse is the usage of the modal auxiliary *shall*, which acts not only as a marker of the future tense but also as an imperative marker, it stands for a mandatory outcome of a legal decision (Alabi, 2014: 31).

One of the syntactical characteristics of legal English is the common usage of passive voice instead of active voice. Bulatović (2013) suggests that the use of passive voice in language gives weight to the information being disclosed, excludes redundant wording and gives the text a more formal and objective tone. The highly impersonal writing style used in legal documents, which involves the use of the third person notably reinforces the neutrality of the author's idea.

Another prominent characteristic of legal English that it is highly nominal. Nominalisation is a type of process when nouns are constructed from verbs usually by adding *-age* (e.g. *passage*, *heritage*), *-tion* (e.g. *determination*, *limitations*, *coordination*, *cooperation*) or *-ment* (e.g. *assessment*) (Čėsniėnė and Daraėienė, 2014: 27). From the point of view of writer's nominalisation can be viewed as a tool for making their ideas more 'to the point' and

understandable, however, the frequent use of nominal phrases in legal texts can lead to some extent of uncertainty in interpreting the text (Pavličková, 2012: 6).

Last but not least distinguishing characteristic of legal discourse is the use of conditional sentences. According to the Longman Dictionary of Contemporary English conditional sentences consist of main clause and a conditional clause. It shows that if a particular situation or circumstance is true, then a specific result will follow. Čėsniėnė and Daračienė (2014) give an example of how the Treaty of Lisbon extensively uses conditionals, particularly complex ones, at the start of sentences using phrases such as *if*, *in the event of* and *in case* to specify the individuals or circumstances to which the rules or terms apply (e.g. *in the event of resignation, if he does not obtain, in case of absence*) In the last chapter, conditional clauses will be discussed.

## **4.1 Machine translation**

### **4.1.1 The concept of machine translation**

Machine translation (MT) is a sub-field of computational linguistics (language study that applies computers), is a contemporary approach to translation that involves the use of computer assistance (Lin and Chien, 2009: 134). According to Lin and Chien (2009) the interchange of Translation and Computer Science involves the study of software functions that enable the translation of foreign language texts into readable and understandable versions – MT involves the use of basic translated keywords to replace complex phrases and help non-native speakers to understand content written in a foreign language that they need to access. The progress of MT software involves the skill of language professionals and linguists who carefully address linguistic variations in typology, grammar and idiomatic expressions.

Although everybody acknowledges the need for interlingual translation, there have been critics of the process and its outcomes. Showerman argued that ‘translation intervenes with inspiration’, de Forest Smith claimed that a literary work’s translation is as distasteful as ‘stewed strawberries’ and Eastman believed that ‘most translations are poor’ because they are

performed by ordinary people who pair the typical foreign expression with the cliché idea in their native language (Nida, 1964: 1). Vauquois (1968) requested the Machine Translation Pyramid (MTP) as a method of processing that resembles the way taken by human translators (Figure 1).

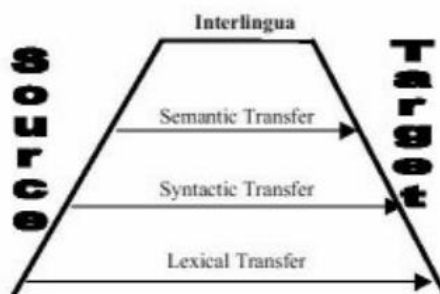


Figure 1. Machine Translation Pyramid by Vauquois (1968)

Beginning at the bottom's left side of the pyramid, the system analyses the source language and becomes more and more complicated as it moves further up the pyramid to the semantic (semantic transfer) and syntactic (syntactic transfer) levels (the term *transfer* refers to a structure that is suitable for interpreting and producing the text in the target language) (Açıkgöz and Sert, 2006: 3–4). As claimed by Nida (1964) a skilled translator should use nine steps, some of which are optional: 1) Revising the whole document; 2) collecting the background information (involving cultural nuances); 3) comparing previous translations of the text (if it is available); 4) making the first draft that is broken down into effortlessly understandable segments; 5) after a brief break, revising the original draft; 6) reading the draft aloud to check out its style and rhythm; 7) observing the responses of the others when the text is read aloud to them (optional); 8) getting the feedback from the other skilful translators (optional); 9) revising the translation before its publication.

The advantages and disadvantages of machine translation and the main advantages discussed by Braha (2016) were that machine translation engines are usually cost-free or low cost, it is quick and online which makes it user-friendly since translations are immediate and accessible at any moment and any location, text and page translation regardless of what extent and structure are effortlessly and hastily translated and numerous languages are accessible and ready for the aim of translating.

Nonetheless, there is a great difference between the fundamental meanings of a language and the meanings of a language that need to be conveyed and expressed – it is not attainable for a language to fully convey the meanings of different language (Thriveni, 2002: 1). Thriveni

(2002) has a negative point of view on the translation functions of computer processors and software and claims that cultural interpretations and nuances in text and speech can only be accurately conveyed through ‘natural translation’ (by a human translator), rather than through automated means (MT). The same word might recall entirely contrasting associations across different cultures (Furstenberg et al., 2001: 63). As explained by Furstenberg et al. (2001) the term *individualisme/individualism* provides a good example of how the word has positive meanings like *freedom, creativity* and *personal expression* in American culture but at the same time in French culture, it is associated with negative meanings such as *égoïsme, égocentrisme* and *solitude*.

Braha’s (2016) insight about the main MT disadvantages were that the variety of languages provided by machine translation engine services is quite extensive but even so there are many languages that are not involved, the background is not part of the equation which implies that machine translation engines will translate the text as a text without taking into account the background of the content. The number of languages supplied by machine translation engine services is great but still there are quite a lot of languages that are not included (Braha, 2016: 8).

### **5.1 Translation of conditional clause markers in legal discourse**

According to the Longman Dictionary of Contemporary English conditional clauses are conditional sentences that consist of the main clause and the conditional clause (e.g. *you will be late to court, if you do not leave now*). In other words, conditional sentences indicate to what the person displays as potential situations and their potential results. A great number of conditional clauses start with conjunctions or phrases (e.g. *even if, if, provided that, in case, on condition that, as long as*) (Declerck and Reed, 2001: 19). Documents such as contracts, statutes and books consisting of procedural rules must be provided for (Varó and Hughes, 2002: 20). The outcome is that the language in which they are written, and legal language generally is very prosperous in syntactic of condition and hypothesis, which can be positive (e.g. *if, where, wherever, provided that, assuming that, as long as*) or negative (e.g. *unless, failing, except as/where/if*) (Varó and Hughes, 2002: 20). Complex conditionals in the sentences that begin with *if, in the event of, in case* are commonly used in the Treaty of Lisbon to specify to who or when the rules and terms are applied (e.g. *in the event of resignation, in case of the absence*) (Čėsniėnė and Daračienė, 2014: 29). *If* is the unmarked conditional conjunction, that can be used in almost every of the dozen types/subtypes of conditionals, although conjunction *if* cannot oust semantically richer connectives such as *in case, unless* and *lest* (Declerck and Reed, 2001:

19). According to Declerck and Reed (2001) most *if* clauses convey a supposition and create a suppositional world, which is usually a theoretical world (possible world) which in terms of truth conditions is unlike from the actual world or unrelated to it. Phrases *on condition that*, *provided that*, *only if* and *on the understanding that* all signify a necessary condition – *if* and *only if*.

The translation of conditional clause markers from English language into Lithuanian language is a field of research that actually has not been given a proper attention yet. The author of this paper did not find any published papers, books or research on this topic, neither in legal English nor in general language. The main objective of this research is to examine how conditional clause markers in legal English are translated into legal Lithuanian. The research also aims to show how the conditional clause markers are translated likewise to propose how to better the quality of the translated legal texts from English into the Lithuanian language.

## 6. Data and Methods

The compiled corpus consists of 4,000 paired concordance lines in total (2,000 in English and 2,000 in Lithuanian) retrieved from the Sketch Engine platform, a tool that helps linguists to access a wide range of corpora representing different languages and also offers important tools to run analyses (concordance tool, work sketch) (Sketch Engine, 2023). Its algorithms analyse authentic texts of billions of words (text corpora) to identify instantly what is typical in language and what is rare, unusual or emerging usage. The sample sentences taken for this analysis represent legal discourse – EUR-Lex2/2016 was used for the parallel concordance (English to Lithuanian). EUR-Lex is an electronic collection of texts related to EU law, which provides the official and most far-reaching access to EU legal documents, such as treaties, international agreements, legal acts from EU institutions, EU case-law.

In order to retrieve a parallel concordance of conditional clause markers, each of the marker's corpus was firstly downloaded into .txt file format and then manually one by one matched with its translation into Lithuanian as Sketch Engine most of the time could identify the English conditional clause marker but not the Lithuanian translation of it. The translations of the English concordance lines into Lithuanian were analysed using quantitative and qualitative research methods.

Firstly, there were 13 conditional clause markers: *so long as, in case, assuming that, supposing that, on condition that, in the event that, if, unless, only if, even if, as long as, provided that, given that*. Thus, after analysing all of them only 9 conditional clause markers were used for the study, as other 4 lacked corpus, that would enable to download and analyse 200 parallel concordance lines. The 9 left markers were: *supposing that, assuming that, even if, only if, given that, provided that, as long as, on condition that and in the event that*.



## 7. Results and Discussion

### 7.1 Conditional clause markers used in this research

The analysis showed that there are 9 most frequent conditional clause markers found in the English legal discourse. Each conditional clause marker has a different number of translation variants. All 9 English conditional clause markers and the number of various translations are given in Table 1 below. It is important to note that for further in-depth analysis only three most frequent equivalents of each English conditional marker will be taken.

**Table 1.** English conditional clause markers and the number of translation equivalents into Lithuanian

No.	Conditional clause markers	Number of translation equivalents into Lithuanian
1.	Assuming that	50
2.	Supposing that	31
3.	Only if	25
4.	Even if	23
5.	Given that	23
6.	Provided that	16
7.	As long as	13
8.	On condition that	12
9.	In the event that	10

The conditional clause marker with the widest variety of different translations was *assuming that* (50 translation variants) and *supposing that* (31 translation variants). The smallest number of translation variants was found in the analysis of the English markers *on condition that* (12 cases) and *in the event that* (10 variants). The following chapters will demonstrate different types of translation that each conditional marker can obtain – some rather similar, others very distinct.

#### 7.1.1 Marker *assuming that* and its translation

According to the Longman Dictionary of Contemporary English the conditional clause marker *assuming that* ‘is used when talking about an event or situation that might happen, and what will you do if it happens’ (e.g. *assuming that you get a place at college, how are you going to finance your studies?*). As it was mentioned before, the marker *assuming that* had the largest

number of translation variants – 50 different translations in total. All translation variants of the conditional clause marker *assuming that* are given in Table 2 below.

**Table 2.** *Translation variants of assuming that into Lithuanian*

<b>No.</b>	<b>Translation into Lithuanian of <i>assuming that</i></b>	<b>Total number of translations</b>
1.	Darant prielaidą, kad ‘making a premise that’	77
2.	0 (zero translation)	27
3.	Jei ‘if’	14
4.	Manant, kad ‘thinking that’	8
5.	Darant prielaidą, jog ‘making a premise that’	8
6.	Padarius prielaidą, kad ‘making a premise that’	6
7.	Jeigu ‘if’	6
8.	Tariant, kad ‘claiming that’	3
9.	Darydamas prielaidą, kad ‘on the assumption that’	3
10.	Manė, kad ‘considered that’	3
11.	Tarus, kad ‘having said that’	2
12.	Laikant, kad ‘considering that’	2
13.	Net jei ‘even if’	2
14.	Kad ‘because’	2
15.	Manyti, kad ‘to think that’	2
16.	Prielaida, kad ‘the presumption that’	1
17.	Jog ‘that’	1
18.	Esant prielaidai, kad ‘under the assumption that’	1
19.	Iškėlęs hipotezę, kad ‘having hypothesised that’	1
20.	Pagal kurį keliamą hipotezę, kad ‘which hypothesises that’	1
21.	Neatsižvelgiant į ‘regardless of’	1
22.	Preziumuojama, kad ‘it is presumed that’	1
23.	Atsižvelgiant į tai, kad ‘given that’	1
24.	Darytų prielaidą, kad ‘would assume that’	1
25.	Jeigu būtų manoma, kad ‘if it was considered that’	1
26.	Teigiant, kad ‘stating that’	1
27.	Darius prielaidą, kad ‘under the assumption that’	1
28.	Remiasi tuo, kad ‘based on the fact that’	1
29.	Preziumuojant, jog ‘presuming that’	1
30.	Nusprendęs, kad ‘having decided that’	1

31.	Darytume prielaidą, kad ‘we would assume that’	1
32.	Pripažįstant, kad ‘acknowledging that’	1
33.	Remiantis prielaidą, kad ‘based on the assumption that’	1
34.	Jei manytume, kad ‘if we consider that’	1
35.	Net jeigu ‘even if’	1
36.	Suponuojama, kad ‘it is assumed that’	1
37.	Daroma prielaida, kad ‘it is assumed that’	1
38.	Padarė prielaidą, kad ‘presumed that’	1
39.	Darytina prielaida, kad ‘it can be assumed that’	1
40.	Pripažino, kad ‘admitted that’	1
41.	Padarydamas išvadą, kad ‘concluding that’	1
42.	Nusprendamas, kad ‘deciding that’	1
43.	Mano, kad ‘believes that’	1
44.	Atsižvelgiant į tai, kad ‘taking into account that’	1
45.	Daro prielaidą, kad ‘presumes that’	1
46.	Jeigu manytume, kad ‘if we consider that’	1
47.	Remiantis tuo, kad ‘is based on the fact that’	1
48.	Laikydamas, kad ‘considering that’	1
49.	Prielaida, jog ‘assumption that’	1
50.	Remdamiesi prielaida, kad ‘based on the assumption that’	1
	<b>Total</b>	200

The most frequent translation of the conditional clause marker *assuming that* was *darant prielaidą, kad* (77 instances). An example can be seen below:

(1a) *In any event, even **assuming that** the Community industry increases its prices by the full amount of the duty, the maximum hypothetical increase in the costs of stone wool producers would be around 1%.*

(1b) *Bet kuriuo atveju, netgi **darant prielaidą, kad** Bendrijos pramonė padidina savo kainas visiškai įvedus muitą, akmens vatos gamintojų išlaidos hipotetiškai maksimaliai padidėtų maždaug 1%.*

The syntax of the Lithuanian sentence is the same as in its English version, in both sentences the conditional clause marker *assuming that* and its Lithuanian translation *darant prielaidą, kad* follows the main clause. It is important to mention that the conditional clause markers can occur

anywhere in the sentence, however, in both (1a) and (1b) examples take medial position (Biber et al. 1999: 771). Both English and Lithuanian conditional clause markers express a hypothetical situation – as less likely to be fulfilled but not hypothetically impossible. The English conditional marker *assuming that* consists of the verb in present participle form *assuming* and *that* which can be classified as a conjunction, whereas the Lithuanian translation *darant prielaidą, kad* consists of present participle verb form *darant* ‘making’, the noun *prielaidą* ‘premise’ and a conjunction *kad* ‘that’. Conditional clauses are significant in the presentation of arguments in academic prose, conditionals are often used to introduce or develop arguments but besides that they play an important role in specifying the conditions under which facts hold as in the examples (1a) and (1b) (Biber et al. 1999: 824–825).

The second most frequent translation of *assuming that* was zero translation (27 instances) when the Lithuanian sentence has no explicit conditional marker. An example can be seen below:

(2a) *Where competent authorities other than NCBs are the source of statistical information marked as confidential, such information shall be used by the ECB exclusively for the exercise of ESCB-related statistical tasks, unless the reporting agent or the other legal or natural person, entity or branch which provided the information, **assuming that** it can be identified, has explicitly given its consent to the use of such information for other purposes.*

(2b) *Jeigu statistinės informacijos, kuri pažymėta kaip konfidenciali, šaltinis yra kompetentingos valdžios institucijos, išskyrus NCB, tai ECB turi naudotis tokia informacija išimtinai tik su ECBS susijusioms statistinėms užduotims vykdyti, išskyrus atvejus, kai atskaitingas agentas arba kitas informaciją pateikęs juridinis ar fizinis asmuo, įmonė ar filialas, kurį galima nustatyti, davė savo aiškų sutikimą panaudoti tokią informaciją kitiems tikslams.*

Some Lithuanian translations did not have the conditional clause marker, or the English sentences were not translated at all. The Sketch Engine page was used to find any information of why some of the sentences are not translated at all but no information on that was found, hypothetically it might be some technical issues. When it comes to zero translation of the conditional clause marker *assuming that* it can be assumed that maybe because the main idea does not change, the translators did not include the Lithuanian version of it. In (2b) case as it does not have the equivalent to the conditional clause marker *assuming that* but the main idea and the quality of the translation does not change.

The third most frequent translation of the conditional clause marker *assuming that* was *jei* (14 instances). An example can be seen below:

(3a) Even ***assuming that*** it does affect them, that could be only in their capacity as land owners, in the same way as it affects the legal position of all the owners of the lands listed in the annex.

(3b) Net ***jei*** sprendimas daro jiems poveikį, tai tik kaip žemės savininkams ir tokį patį, kaip ir kitų sprendimo priede išvardytų žemės sklypų savininkų teisinei padėčiai.

The structure of the Lithuanian sentence is the same as in its English version, in both sentences the conditional clause marker *assuming that* and its Lithuanian translation *jei* follows the main clause. It is important to mention that the conditional clause markers can occur anywhere in the sentence, in both (3a) and (3b) examples take medial position (Biber et al. 1999: 771). It seems that both sentences are of the same length. Both English and Lithuanian markers introduce a hypothetical situation. The English conditional marker *assuming that* consists of present participle form *assuming* and *that* which can be classified as a conjunction, meantime the Lithuanian translation *jei* ‘if’ consists only of a conjunction. Conditional clauses are significant in the presentation of arguments in the academic prose, conditionals are often used to introduce or develop arguments but besides that they play an influential role in specifying the conditions under which facts hold as in the examples (3a) and (3b) (Biber et al. 1999: 824–825).

It can be assumed that in example (1b) the conditional clause marker *darant prielaidą, kad* ‘making a premise that’ was used because it follows the main clause and as the legal texts are formal, long translation gives the sentence formality. In other words, this translation seems to be the most frequent one, as compared to other translations of the conditional clause marker *assuming that*, it sounds the most formal and suitable for long and complex legal texts. Example (2b) had zero translation and ended up being in the second place, the reason for that might be that in (2a) the marker takes the final position and for the Lithuanian equivalent the omitted translation was not necessary as the main idea and the quality of the translation did not change and the sentence kept its formality. Lastly, the example (3b) had a shorter translation of the same conditional clause marker compared to the example (1b) but in (3b) case as it was looked though the other sentences with the same translation *jei* ‘if’ what came into the attention was that all of the sentences had the marker at the very beginning of the sentence. The reason for that might be the fact that as the legal texts itself are very long and complex, so the begging of the sentence does not require a complex translation of the conditional clause marker *assuming that*.

### 7.1.2 Marker *supposing that* and its translation

As it is explained in the Longman Dictionary of Contemporary English the conditional clause marker *supposing that* ‘is used when talking about a possible condition or situation and then imagining the result’ (e.g. *supposing that you get fired tomorrow, what are you going to do next*). All of the conditional clause markers *supposing that* translation variations are given in Table 3 below.

**Table 3.** *Translation variants of supposing that into Lithuanian*

No.	Translation into Lithuanian of <i>supposing that</i>	Total number of translations
1.	Darant prielaidą, kad ‘making a premise that’	80
2.	Jei ‘if’	24
3.	Kad ‘that’	15
4.	Manyti, kad ‘suppose that’	13
5.	0 (zero translation)	11
6.	Jeigu ‘if’	10
7.	Darant prielaidą, jog ‘making a premise that’	9
8.	Manant, kad ‘thinking that’	8
9.	Kad net ‘that even’	3
10.	Jog ‘that’	2
11.	Manoma, kad ‘it is believed that’	2
12.	Pripažinus, kad ‘acknowledging that’	2
13.	Darysime prielaidą, kad ‘we will assume that’	2
14.	Padarius prielaidą, kad ‘on the assumption that’	2
15.	Tariant, kad ‘in other words that’	1
16.	Spėdama, kad ‘guessing that’	1
17.	Manydama, kad ‘considering that’	1
18.	Manytume, jog ‘we would assume that’	1
19.	Tariant, jog ‘in other words that’	1
20.	Pripažįstant, kad ‘acknowledging that’	1
21.	Teigiant, kad ‘stating that’	1
22.	Jei darytume prielaidą, kad ‘if we assume that’	1
23.	Sutikus su prielaida, jog ‘accepting the premise that’	1
24.	Net pripažinus, kad ‘even accepting that’	1
25.	Jei manoma, kad ‘if it is considered that’	1
26.	Net net ‘even’	1
27.	Todėl ‘therefore’	1

28.	Preziumuotume, kad ‘we would assume that’	1
29.	Numatyta, kad ‘stipulates that’	1
30.	Nuspręsdamas, kad ‘deciding that’	1
31.	Daroma prielaida, kad ‘it is assumed that’	1
	<b>Total</b>	200

Similarly to the first marker *assuming that*, the most frequent conditional clause marker *supposing that* translation was *darant prielaidą, kad* (80 instances). An example can be seen below:

(4a) *Moreover, even **supposing that** this national regulation reflects a concern to protect consumers inasmuch as it precludes the possibility of their being misled as to the extent of the professional qualifications of the person concerned, any such risk could be reduced by allowing the host Member State to require him, for example, to use his professional title or academic title deriving from his Member State of origin, in the language of that State where appropriate, and not to use the professional title of the host Member State.*

(4b) *Galiausiai net **darant prielaidą, kad** šie nacionalinės teisės aktai siekia apsaugoti vartotojus, pašalindami galimybę suklaidinti pastaruosius dėl suinteresuotojo asmens profesinių kvalifikacijų turinio, tokia rizika galėtų būti sumažinta numatant priimančiajai valstybei narei galimybę reikalauti, pavyzdžiui, kad šis suinteresuotasis asmuo naudotųsi savo kilmės valstybės profesiniu vardu arba moksliniu vardu kilmės valstybės narės kalba, išskyrus šios priimančiosios valstybės narės profesinį vardą.*

The sentence structure of both English sentence is the same as in its Lithuanian version – in both sentences the conditional clause marker *supposing that* and its Lithuanian translation *darant prielaidą, kad* follows the subordinate clause. In both (4a) and (4b) examples the markers take medial position (Biber et al. 1999: 771). Both English and Lithuanian markers introduce a clause that expresses a hypothetical situation – as less likely to be fulfilled but not hypothetically impossible (Downing 2015: 265). The English conditional marker *supposing that* consists of present participle form *assuming* and *that* which can be classified as a conjunction, meantime the Lithuanian translation *darant prielaidą, kad* consists of present participle form *darant* ‘making’, a noun *prielaidą* ‘premise’ and a conjunction *kad* ‘that’. It is also important to mention that conditional clauses play an influential role in specifying the conditions under which facts hold as in the examples (4a) and (4b) (Biber et al. 1999: 824–825).

The second most prominent translation was *jei* (24 instances). An example can be seen below:

(5a) Even **supposing that** – as BST claims – the information provided with regard to its market share in Benelux and the Nordic countries was sufficiently precise to be relied on, such information could not have been used, given the inadequacy of the information concerning the market shares of the other cartel members.

(5b) Net **jei**, kaip tvirtina ieškovė, informacija apie jai priskirtiną Beniliukso ir Šiaurės šalių rinkos dalį buvo pakankamai tiksli, kad būtų galima ja remtis, šia informacija vis tiek nebuvo galima pasinaudoti dėl to, kad neužteko informacijos apie kitų kartelio dalyvių rinkos dalis.

Both English conditional clause marker *supposing that* and its Lithuanian equivalent *jei* were used in the same place – at the beginning of the sentence, but after one word which is adverb *even* and Lithuanian *net* ‘even’. The structure of both sentences is completely identical – the conditional clause precedes the main clause. The only prominent difference is that the English conditional marker *supposing that* consists of present participle form *supposing* and *that* which can be classified as a conjunction, meantime the Lithuanian translation *jei* ‘if’ consists only of a conjunction.

The third most frequent translation was *kad* (15 instances). An example can be seen below:

(6a) Places where stocks of goods have been assembled in such a way that there are reasonable grounds for **supposing that** they are intended as supplies for operations contrary to the customs legislation of the other Party.

(6b) Vietos, kur prekės yra saugomos taip, jog kyla įtarimas, **kad** jas ketinama tiekti veikeliai, pažeidžiant kitos Šalies teisės aktus.

The first difference that comes to mind when seeing both sentences (6a) and (6b) is that the English one is much longer than the Lithuanian translation, because some expressions in the English language contain more words. For example, *have been assembled in a such way* translated into Lithuanian as *yra saugomos taip*. On the other hand, the placement of both markers is the same – in both (6a) and (6b) examples take the medial position. The English conditional marker *supposing that* consists of present participle form *supposing* and *that* which can be classified as a conjunction, meantime the Lithuanian translation of the marker consists only of a conjunction *kad* ‘that’. Both English and Lithuanian markers confer sentence a hypothetical situation – as less likely to be fulfilled but not hypothetically impossible (Downing 2015: 265). The English conditional clause marker *supposing that* is a complex conjunction



derived from imperative *suppose that* and is used when talking about a possible condition or situation and then imagining the result (Downing 2015: 262). Meantime the Lithuanian conjunction *kad* ‘that’ is used in adverbial clauses; in addition to functioning as a discourse in cases of insubordination or as an optative marker of will *nugirdo karalius, kad yra kažkos prastas žmogus, labai geras daktaras* translated into English as *the king heard, that there was a bad man, a very good doctor* (Mikučionienė 2019: 348).

Example (4b) had the same most frequent translation *darant prielaidą, kad* ‘making a premise that’ as the example (1b) *bet kuriuo atveju, netgi darant prielaidą, kad Bendrijos pramonė padidina savo kainas visiškai įvedus muitą, akmens vatos gamintojų išlaidos hipotetiškai maksimaliai padidėtų maždaug 1%*. The reason for that might be the fact that the Lithuanian equivalent *darant prielaidą, kad* ‘making a premise that’ gives legal sentences the formality that they must obtain and in the example (4b) the shorter or simpler marker would not convey that strong begging of the sentence that it needs. That is why the Lithuanian equivalent *darant prielaidą, kad* ‘making a premise that’ leads the way by a bigger number compared to the rest translations of *supposing that*. The example (5b) has a short and simple Lithuanian equivalent *jei* ‘if’ probably only because it goes before a preposition *kaip* ‘like’ and simply not many other translations would be suitable for that.

### 7.1.3 Marker *only if* and its translation

According to the Longman Dictionary of Contemporary English the conditional clause marker *only if* ‘is used to express a strong wish’ or ‘used to give a reason for something’ (e.g. *only if the prime minister resigns will they be able to restore the confidence of their members*).

The conditional clause marker *only if* had 25 different translations in total. All different translations of the conditional clause markers *only if* are given in Table 4 below.

**Table 4.** Translation variants of *only if* into Lithuanian

No.	Translation into Lithuanian of <i>only if</i>	Total number of translations
1.	Tik tuo atveju, jei ‘only in the case, if’	45
2.	Tik tuo atveju, jeigu ‘only in the case, if’	29
3.	Tik tada, kai ‘only then, when’	25
4.	Tik tada, jei ‘only then, if’	17
5.	0 (zero translation)	14
6.	Tik tada, jeigu ‘only then, if’	10
7.	Jei ‘if’	8

8.	Tik tuomet, jei 'only then, if'	7
9.	Tik jeigu 'only if'	7
10.	Jeigu 'if'	5
11.	Tik tuomet, kai 'only then, when'	5
12.	Tiktai tuo atveju, jeigu 'only in the event that'	5
13.	Tiktai tuo atveju, jei 'only in the event that'	4
14.	Tik tada 'only then'	4
15.	Tik tais atvejais, kai 'only in cases, when'	3
16.	Jeį tik 'only if'	2
17.	Tik, jei 'only, if'	2
18.	Tik tuo atveju, jeigu 'only in the event, if'	1
19.	Tik tuo atveju, jei 'only in the event, if'	1
20.	Tiktai 'only'	1
21.	Tik tais atvejais, jei 'only in cases, where'	1
22.	Tik su sąlyga, kad 'only on condition that'	1
23.	Tiktai tada, jei 'only then, if'	1
24.	Tik tokiu atveju, jei 'only in cases, if'	1
25.	Tiktai tuomet, jei 'only then, if'	1
	<b>Total</b>	200

The conditional clause marker *only if* had very similar translations, almost all of them start with Lithuanian *tik* 'only'. The most frequent translation was *tik tuo atveju, jei* (45 cases). An example can be seen below:

(7a) *Eggs for hatching from third countries may be imported **only if** they bear, in type at least 3 mm high, the name of the country of origin and the printed words "hatching", "rugeaeg", "Brutei", "pros ekkólapsin", "à couver", "cova", or "broedei".*

(7b) *Iš trečiųjų šalių perinti skirti kiaušiniai gali būti įvežami **tik tuo atveju, jei** ant jų yra įspaustas kilmės šalies pavadinimas bei žodžiai "hatching", "rugeaeg", "Brutei", "πρός έκκόλαψιν", "à couver", "cova" arba "broedei", kurių žodžiai yra bent 3 mm aukščio.*

The sentence structure of the English and Lithuanian sentences is a bit different, the beginning differs but the conditional clause marker stands in the same place – it takes medial position. Both sentences fall into open conditional clause group as it implies futurity and a future-related outcome, which is mostly marked by a modal verb in the main clause (Downing 2015: 264).

The English conditional clause marker *only if* consists of an adverb *only* and the conjunction *if*. Meantime, the Lithuanian translation of the same conditional clause marker consists of the adverb *tik* ‘only’, the determiner *tuo* ‘that’, the noun *atveju* ‘case’ and the conjunction *jei* ‘if’.

The second most frequent translation was *tik tuo atveju, jeigu* (29 cases). It is almost identical translation as in the previous case, only the conjunction is different. An example can be seen below:

(8a) *The application of a rule of the law of any country specified by this Convention may be refused **only if** such application is manifestly incompatible with the public policy ("ordre public") of the forum.*

(8b) *Bet kurios šioje Konvencijoje nurodytos valstybės teisės normos galima netaikyti **tik tuo atveju, jeigu** jos taikymas akivaizdžiai prieštarauja teismo vietos viešajai tvarkai (ordre public).*

Both (7b) *jei* ‘if’ and (8b) *jeigu* ‘if’ are conditional conjunctions that have the same meaning ‘if’. The structure of both (8a) and (8b) sentences is the same, the conditional clause marker *only if* and *tik tuo atveju, jeigu* take the same place in the sentence – medial. Similarly, to examples (7a) and (7b) both sentences (8a) and (8b) fall into open conditional clause group as they imply futurity and a future-related outcome, which is mostly marked by a modal verb in the main clause (Downing 2015: 264). Only the Lithuanian translation of the same conditional clause marker consists of the adverb *tik* ‘only’, the determiner *tuo* ‘that’, the noun *atveju* ‘case’ and the conjunction *jeigu* ‘if’.

The third most recurrent translation was *tik tada, kai* (25 instances). An example can be seen below:

(9a) *The office of departure may authorize amendment of the transport contract resulting in completion of the transport operation within the forwarding Member State or outside the Community **only if** evidence has not been or will not be supplied.*

(9b) *Išvykimo įstaiga gali patvirtinti dalinį transporto sutarties pakeitimą taip, kad pervežimo operacija būtų atlikta valstybėje narėje siuntėjoje ar už Bendrijos ribų **tik tada, kai** įrodymas nepateiktas arba nebus pateiktas.*

The sentence structure between both (9a) and (9b) sentences is the same and the conditional clauses *only if* and *tik tada, kai* both take medial place. The Lithuanian translation of the conditional clause marker consists of the adverb *tik* ‘if’ and adverb *tada* ‘then’ and a

conjunction *kai* ‘when’. The conjunction *tik* ‘if’ is used for a word concept or for the entire sentence to express the whole idea of a sentence (Žukauskaitė, 1961: 107). Again, as with the examples (8a) and (8b) both fall into the open conditional clause group.

Both (7b) and (8b) translations are very similar, only the conjunction differs: in (7b) it is *tik tuo atveju, jei* ‘only in the case, if’ and (8b) *tik tuo atveju, jeigu* ‘only in the case, if’ but looking at both cases, the conjunction *jei* ‘if’ is used more frequently. It can be seen that in (7b) example *jei* ‘if’ is used at the beginning of the sentence, meantime in the example (8b) *jeigu* is used in the middle of the sentence, giving it more formality and length to the sentence, as the word itself is a bit longer than its equivalent *jei* ‘if’. In the example (9b) the Lithuanian equivalent *tik tada, kai* ‘only then, when’ takes medial position in the text and stands before a noun, thus gives some definition to the end of the sentence.

#### 7.1.4 Marker *even if* and its translation

According to the Longman Dictionary of Contemporary English, the conditional clause marker *even if* is used to emphasize that something will still be true if another thing happens (e.g. *even if you get accepted to Oxford, you will not be able to afford the tuition*).

Marker *even if* had 23 different translations in total. All different conditional clause markers *even if* translations are given in Table 5 below.

**Table 5.** Translation variants of *even if* into Lithuanian

No.	Translation into Lithuanian of <i>even if</i>	Total number of translations
1.	Net jei ‘even if’	58
2.	Net jeigu ‘even if’	52
3.	0 (zero translation)	23
4.	Netgi, jei ‘even, if’	11
5.	Jei ‘if’	8
6.	Nors ‘although’	8
7.	Net ir tuo atveju, jeigu ‘even in the case, if’	7
8.	Netgi jeigu ‘even if’	4
9.	Net ir ‘even though’	4
10.	Net ir tuo atveju jei ‘even in the case if’	3
11.	Net ir tuo atveju, kai ‘even in the case, when’	3
12.	Net ir tuomet, jeigu ‘even then, if’	3
13.	Nors ir ‘even though’	3

14.	Netgi tuo atveju, jeigu ‘even in the case, if’	2
15.	Netgi ‘even’	2
16.	Net tuomet, jei ‘even then, when’	2
17.	Net ir tada, kai ‘even then, when’	1
18.	Netgi kai ‘even when’	1
19.	Net tuomet, kai ‘even then, when’	1
20.	Net ir tais atvejais, jei ‘even in cases, where’	1
21.	Net ir tais atvejais, kai ‘even in cases, where’	1
22.	Net tuo atveju, kai ‘even in cases, when’	1
23.	Net ir tuomet ‘even then’	1
	<b>Total</b>	200

The most recurrent translation of conditional clause marker *even if* was *net jei* (58 instances). An example can be seen below:

(10a) *Whereas the product concerned, **even if** it can be used for colouring and flavouring beer, has the characteristics of a roasted coffee substitute of heading No 21.02; whereas, within this heading, subheading 21.02 C II must be chosen for the product in question.*

(10b) *Kadangi minėtasis produktas, **net jei** jį galima naudoti alaus gamyboje skoniui ir spalvai suteikti, turi 21.02 pozicijos skrudintų kavos pakaitalų charakteristikų; kadangi minėtam produktui reikia pasirinkti 21.02 pozicijos C II subpoziciją.*

The structure of both sentences is the same, and both conditional clause markers *even if* and *net jei* take the same medial place and go before the main clause. The length of both sentences is also the same as well as both sentences fall into open conditional clause group as it implies futurity and a future-related outcome, which is mostly marked by a modal verb in the main clause (Downing, 2015: 264). The Lithuanian translation of the same conditional clause marker consists of the adverb *net* ‘even’ and the conjunction *jei* ‘if’ the same as its English version the adverb *only* and the conjunction *if*.

The second most frequent translation was *net jeigu* (52 cases). An example can be seen below:

(11a) *For the purposes of this Article, a Member State shall continue to be considered as having been free of foot-and-mouth disease for at least two years, **even if** a limited number of outbreaks of the disease have been recorded on a limited part of its territory, on condition that such outbreaks were eliminated within a period of less than three months.*

(11b) *Taikant šį straipsnį, laikoma, kad valstybė narė ne trumpiau nei dvejus metus nėra apimta snukio ir nagų ligos, **net jeigu** tam tikroje ribotoje jos teritorijos dalyje buvo užregistruotas ribotas šios ligos protrūkių skaičius, jei šie protrūkiai buvo pašalinti greičiau nei per trijų mėnesių laikotarpį.*

The examples (11b) conditional clause marker is almost the same as the (10b) only the conjunction differs. Firstly, it can be seen that the English sentence is a bit longer than the Lithuanian one, because in English language some phrases consist of more words ‘have been recorded’ and Lithuanian ‘buvo užregistruotas’ also ‘on condition that’ and ‘jei’. On the other hand, the placement of the marker in both sentences is the same – medial position. Same as with examples (10a) and (10b) the Lithuanian translation of the same conditional clause marker consists of the adverb *net* ‘even’ and the conjunction *jeigu* ‘if’ the same as its English version the adverb *only* and the conjunction *if*. Conditional clauses are significant in the presentation of arguments in the academic prose, conditionals are often used to introduce or develop arguments but besides that they play an influential role in specifying the conditions under which facts hold as in the examples (11a) and (11b) (Biber et al. 1999: 824–825).

The third most recurrent translation of the conditional clause marker *even if* was zero translation at all (23 instances) when the conditional marker has no explicit translational equivalent in the Lithuanian sentence. An example can be seen below:

(12a) *As to the equipment, for example terminal equipment, **even if** the TOs are not involved in the equipment manufacturing or in the services provision, they may hold a dominant position in the market as distributors.*

(12b) *Kalbant apie įrangą, pavyzdžiui, galinę įrangą, TO įrangos negamina ar paslaugų neteikia, rinkose jos gali turėti dominuojančią padėtį kaip platintojai.*

Example (12b) does not have a translation of the English conditional clause marker *even if*. It is unclear why the Lithuanian sentence does not include the marker, because without it the meaning of both sentences differs, and the Lithuanian translation does not render the conditional relationship between the dependant clause *the TOs are not involved* and the main clause *they may hold a dominant position*. The English one can be understood as if ‘even that TOs are not involved in the equipment manufacturing, they still can hold a dominant position’ but Lithuanian sentence has a different meaning ‘TOs does not manufacture equipment or provide services, may have a dominant position in the markets’. This example demonstrates how the absence of the conditional marker distorts the meaning of the translated sentence.

Both (10b) and (11b) had very similar translations: in (10b) it is *net jei* ‘even if’ and (11b) it is *net jeigu* ‘even if’ the only different aspect is the conjunction. The numbers in Table 5 show that there is almost no difference between *net jei* ‘even if’ and *net jeigu* ‘even if’, as both markers had similar numbers in hits: *net jei* ‘even if’ being (58) and *net jeigu* ‘even if’ (52). Also, both markers take medial position in the sentence. In (11b) compared to (10b) the marker *jeigu* ‘if’ gives sentence a more hypothetical aspect rather than *jei* ‘if’ but both markers most of the time can be used correspondently. In the example (12b) the translation of the conditional clause marker *even if* is omitted giving the sentence an altered main idea.

### 7.1.5 Marker *given that* and its translation

According to the Longman Dictionary of Contemporary English, the conditional clause marker *given that* ‘is used when taking something into account or considering’ (e.g. *it was surprising that the government was re-elected, given that they had raised taxes*).

The conditional clause marker *given that* had 23 different translations in total. All of the translations are given in Table 6 below.

**Table 6.** Translation variants of *given that* into Lithuanian

No.	Translation into Lithuanian of <i>given that</i>	Total number of translations
1.	Atsižvelgiant į tai, kad ‘considering that’	98
2.	Kadangi ‘whereas’	31
3.	0 (zero translation)	15
4.	Kad ‘that’	13
5.	Nes ‘because’	7
6.	Jei ‘if’	6
7.	Atsižvelgiant į tai, jog ‘considering that’	4
8.	Turint omenyje, kad ‘taking into account that’	3
9.	Pagal ‘according to’	3
10.	Turint omenyje, jog ‘taking into account that’	3
11.	Atsižvelgus į tai, jog ‘in view of the fact that’	2
12.	Turint galvoje tai, kad ‘bearing in mind that’	2
13.	Kai ‘when’	2
14.	Turint galvoje tai, jog ‘taking into account that’	2
15.	Su sąlyga, kad ‘on condition that’	1
16.	Motyvuojant tuo, kad ‘motivated by the fact that’	1
17.	Laikoma, kad ‘considered that’	1

18.	Turėdama omenyje, kad ‘bearing in mind that’	1
19.	Todėl, kad ‘because that’	1
20.	Tuo atveju, kai ‘in the event that’	1
21.	Jog ‘that’	1
22.	Atsižvelgiama į tai, kad ‘taking into account that’	1
23.	Atsižvelgiant į ‘in view of’	1
	<b>Total</b>	200

The most recurrent translation ended up being *atsižvelgiant į tai, kad* (98 cases). An example can be seen below:

(13a) ***Given that*** *space and reception facilities are limited, this situation cannot be changed overnight, even if staff levels are increased.*

(13b) ***Atsižvelgiant į tai, kad*** *erdvė ir priėmimo įranga yra ribotos, padėtis negali staigiai pasikeisti net ir padidinus darbuotojų skaičių.*

Firstly, what can be seen is that this is the first sentence where the conditional clause marker takes the sentence initial place in both English and Lithuanian sentences. The length of both sentences is the same. What differs is that the English marker consists of two words – a verb form (*given*) and the determiner *that*, meantime its Lithuanian translation equivalent consists of four words, namely, verb *atsižvelgiant* ‘given’, the preposition *į*, the pronoun *tai* ‘that’ and lastly the conjunction *kad* ‘that’.

The second most frequent translation was *kadangi* (31 instances). An example can be seen below:

(14a) ***Given that*** *cooperation of a representative South African producer was obtained, and as other countries were considered less appropriate as analogue countries, this country was retained as analogue country.*

(14b) ***Kadangi*** *bendradarbiauti sutiko reprezentatyvus Pietų Afrikos gamintojas, o kitos šalys buvo pripažintos mažiau tinkamos būti analoginėmis šalimis, ši šalis buvo pasirinkta analogine šalimi.*

As it was mentioned before, the conditional clause markers can occur anywhere in the sentence, but this time in both (14a) and (14b) they take the initial place – the beginning of the sentence and both precede the main clause. What differs is that the English marker consists of two words



– verb form *given* and the determiner *that*, meanwhile same Lithuanian marker consists of only one word – the conjunction *kadangi* ‘whereas’.

The third most recurrent translation was zero translation at all (15 instances). An example can be seen below:

(15a) *However, **given that** the approach of this communication represents a departure from previous methods of State aid control, and that it deals with an area of rapid development in the Community economy, it reserves the right to adjust its approach in the light of experience.*

(15b) *Iš šiame komunikate išreikšto požiūrio matyti, kad atsisakoma ankstesnių valstybės pagalbos kontrolės metodų ir pradedama nagrinėti sparčiai besiplėtojanti Bendrijos ekonomikos sritis.*

Example (15b) does not have a translation of the English conditional clause marker *given that*. On the other hand, the absence of it in the Lithuanian translation does not change the main idea of the sentence, which is that the communication represents a departure from previous methods of State aid control and deals with the rapid development in the Community economy area, the result being the right to make adjustments in the approach.

In the example (13b) the equivalent to the English conditional clause marker *given that* was *atsižvelgiant į tai, kad* ‘considering that’ and it ended up being the translation with a prominently higher number of hits compared to the rest translations. The example (13b) itself is a short sentence, thus a longer and more formal marker, that stands at the beginning of the sentence gives it a more formal aspect, considering the fact that the sentence is of a legal background. In the example (14b) the conditional clause marker *given that* is translated as *kadangi* ‘whereas’ probably because it stands at the very beginning of the sentence and is perfect for starting it, as any other shorter conditional marker would not be suitable for legal discourse e.g. *nes* ‘because’. Lastly, in (15b) the translation is skipped as the translator decided to convey the main idea of the sentence without the conditional clause marker, but in this case the omission of the marker did not change the main idea of it shortening an already long sentence.

#### **7.1.6 Marker *provided that* and its translation**

According to the Longman Dictionary of Contemporary English the conditional clause marker *provided that* ‘is used to say that something will only be possible if something else happens or is done’ (e.g. *this is permissible, provided that the social partners are representatives*).

The conditional clause marker *provided that* had 16 different translations in total. All of the translations are given in Table 7 below.

**Table 7.** Translation variants of *provided that* into Lithuanian

No.	Translation into Lithuanian of <i>provided that</i>	Total number of translations
1.	Su sąlyga, kad ‘on condition that’	59
2.	Jei ‘if’	56
3.	Jeigu ‘if’	52
4.	0 (zero translation)	11
5.	Tačiau ‘however’	3
6.	Nustatyta, kad ‘it is established that’	3
7.	Numatyta, kad ‘provided that’	3
8.	Su sąlyga, jei ‘on condition that’	3
9.	Kad ‘that’	2
10.	Su sąlyga, jog ‘on condition that’	2
11.	Tuo atveju, jei ‘in the event that’	1
12.	Tais atvejais, kai ‘in cases, when’	1
13.	Tuo atveju, jeigu ‘in the event that’	1
14.	Nustatė, kad ‘found that’	1
15.	Tada, kai ‘then, when’	1
16.	Tuo atveju, kai ‘in the event that’	1
	<b>Total</b>	200

The first most prominent translation was *su sąlyga, kad* (59 instances). An example can be seen below:

(16a) *Exceptions to the principle of paragraph 1 to be authorized at Community level shall be listed in accordance with the procedure laid down in Article 13, **provided that** the identity and quality of the compound feeding stuffs concerned are ensured.*

(16b) *Išimčių iš 1 dalyje nurodytų principų, kurias turi patvirtinti Bendrija, sąrašas sudaromas 13 straipsnyje numatyta tvarka **su sąlyga, kad** bus garantuojamas kombinuotųjų pašarų tapatumas ir kokybė.*

Sentences (16a) and (16b) both have same sentence structure, and, in both cases, the conditional clause marker is located in the middle, that means that the markers take medial position in the sentence. The English one consists of two words, namely, the verb *provided* and the conjunction

*that*. Meantime the Lithuanian one has three words: the preposition *su* ‘with’, the noun *sąlyga* ‘condition’ and the conjunction *kad* ‘that’. The sentence length is also almost the same.

The second one was *jei* (56). An example can be seen below:

(17a) *Aid having a social character, granted to individual consumers, **provided that** such aid is granted without discrimination related to the origin of the products concerned.*

(17b) *Socialinio pobūdžio pagalba individualiems vartotojams, **jei** ji yra teikiama nediskriminuojant atitinkamų gaminių dėl jų kilmės.*

As most of the sentences, both the English sentence and its Lithuanian translation have their conditional clause markers in the middle, taking the medial position. The Lithuanian sentence marker has only a conjunction *jei* ‘if’, meanwhile the English marker consist of two words: the verb *provided* and the determiner *that*.

The third most recurrent translation of the conditional clause marker *provided that* was *jeigu* (52 cases). An example can be seen below:

(18a) ***Provided that*** *there is no deleterious effect on the fresh meat and meat products, the same room may be used for the operations to be carried out in separate rooms referred to in Annex A, Chapter I, paragraph 2 (a), (b), (c), (d), (e), (g) and (h) of Directive 77/99/EEC.*

(18b) ***Jeigu*** *šviežiai mėšai ir mėšos produktams nekenkia, tą pačią patalpą galima naudoti Direktyvos 77/99/EEB A priedo I skyriaus 2 punkto a, b, c, d, e, g ir h papunkčiuose nurodytiems darbams, atliktiniems skirtingose patalpose, atlikti.*

In (18a) and (18b) the markers both are located at the beginning of the sentences, which means that both markers take initial place. The main clause in (18a) is *the same room may be used*, the clause has the subject *the same room* and the predicate *may be used*. The subordinate clause starts with *provided that*. The example (18a) is a complex sentence as it consists of one independent and one or more dependant clauses (Downing, 2015: 249). Meantime the Lithuanian sentence (18b) is a compound sentence as it has the main and the dependant clause, just as in English clauses: *jeigu šviežiai mėšai ir mėšos produktams nekenkia* which means *if fresh meat and meat products are not harmed* and the second clause *tą pačią patalpą galima naudoti* which translates to *the same room can be used*. The subject in the first clause is *šviežiai mėšai ir mėšos produktams* which means *fresh meat and meat products* and the predicate *nekenkia* or *are nor harmful*. In the second clause the subject is *tą pačią patalpą* which translates to *the same room* and the predicate *galima naudoti* or *can be used*. It is also important

to highlight that the English conditional clause marker consists of two words – a verb *provided* and a determiner *that*. Meantime the Lithuanian conditional marker has only one word that is the conjunction *jeigu* ‘if’.

Having analysed all the other sentences with the same Lithuanian equivalent *su sąlyga, kad* ‘provided that’ it can be said that the majority of those examples had the marker in the middle of the sentence, meaning that this marker was particularly translated before or after main clause. In the example (16b) *su sąlyga, kad* ‘provided that’ gives sentence formality as it is long and has weight, compared to examples (17b) and (18b) where the same marker is translated with one single word: *jei* ‘if’ and *jeigu* ‘if’. In the example (17b) *provided that* is translated as *jei* ‘if’ which in this case follows the main clause, meantime in the example (18b) the same marker is translated as *jeigu* ‘if’ which in that case is located at the very beginning of the sentence, which gives formality to the sentence.

### 7.1.7 Marker *as long as* and its translation

According to the Longman Dictionary of Contemporary English the conditional clause marker *as long as* has two usages: ‘to say that one thing can happen or be true only if another thing happens or is true’ (e.g. *as long as he is loyal to his country, the nation will love him*).

The conditional clause marker *as long as* had 13 different translations in total. All of the translations are given in Table 8 below.

**Table 8.** Translation variants of *as long as* into Lithuanian

No.	Translation into Lithuanian of <i>as long as</i>	Total number of translations
1.	Kol ‘until’	85
2.	Tol, kol ‘as long as’	41
3.	Jeį ‘if’	26
4.	0 (zero translation)	20
5.	Jeigu ‘if’	13
6.	Tiek, kiek ‘as many as’	5
7.	Su sąlyga, kad ‘on condition that’	4
8.	Tiek laiko, kiek ‘for as long as’	1
9.	Tokiu laiko tarpsniu ‘in such a period of time’	1
10.	Tik tokį laiką ‘for just such a time’	1
11.	Kai tik ‘once’	1
12.	Iki ‘up to’	1

13.	Tokiam laikotarpiui ‘for such period’	1
	<b>Total</b>	200

The first and most outstanding was *kol* (85 cases). An example can be seen below:

(19a) ***As long as** restrictions on freedom to provide services have not been abolished, each Member State shall apply such restrictions without distinction on grounds of nationality or residence to all persons providing services within the meaning of the first paragraph of Article 56.*

(19b) ***Kol** laisvės teikti paslaugas apribojimai dar nepanaikinti, valstybės narės tuos apribojimus taiko visiems 56 straipsnio pirmojoje pastraipoje apibūdintiems paslaugų teikėjams, nedarydamos jokio skirtumo dėl priklausymo vienai ar kitai valstybei arba dėl gyvenamosios vietos.*

Firstly, what can be seen is that the marker takes the place at the beginning of the sentence, which means that both conditional clause markers take initial place. Also, the English marker consists of three words – two prepositions *as* and the adjective *long*. Meantime the Lithuanian marker consists only of one word: the conjunction *kol* ‘until’. The main clause in (19a) is *each Member State shall apply* the clause has a subject *each Member State* and a predicate *shall apply*. The subordinate clause starts with *as long as*. The example (19a) is a complex sentence. Example (19b) is a complex sentence as well as it has one independent and one dependant clause (Downing, 2015: 249). The main clause being *valstybės narės tuos apribojimus taiko visiems 56 straipsnio pirmojoje pastraipoje apibūdintiems paslaugų teikėjams* which can be translated to *Member States shall apply those restrictions to all service providers as defined in the first paragraph of Article 56* and a subordinate clause *kol laisvės teikti paslaugas apribojimai dar nepanaikinti* which can be translated as *before restrictions on the freedom to provide services are lifted*. The main clause has a subject *valstybės narės* or *each Member State* and a predicate *taiko* or *applies*.

The second most frequent translation of *as long as* ended up being *tol, kol* (41 instances). An example can be seen below:

(20a) *The right of residence shall remain for **as long as** beneficiaries of that right fulfil the conditions laid down in Article 1.*

(20b) *Teisė apsigyventi galioja **tol, kol** jos turėtojas atitinka 1 straipsnyje nustatytas sąlygas.*

Both sentences are short, but it can be seen that the Lithuanian one is shorter, as the Lithuanian and English syntax differs, a few examples can be seen above *shall remain* or *galioja* as well as *laid down* or *nustatytas*. What catches the eye is that the English conditional clause marker and the Lithuanian equivalent length differs. The English marker consists of three words: two prepositions *as* and the adjective *long*. Lithuanian marker subsists from two words only, namely, the conjunction *tol* ‘until’ and the second conjunction *kol* ‘until’.

The third most recurrent translation of the conditional clause marker *as long as* was *jei* (26 cases). An example can be seen below:

(21a) *The daily rest period may be taken in a vehicle, **as long as** it is fitted with a bunk and is stationary.*

(21b) *Kasdienio poilsio laikotarpiu galima pasinaudoti ir esant transporto priemonėje, **jei** joje yra įrengtas gultas ir ji stovi vietoje.*

Both (21a) and (21b) are complex sentences, as both sentences have one dependant and one independent clause. In (21a) the main clause is *the daily rest period may be taken in a vehicle* the subject being *the daily rest period* and the predicate *may be taken*. In (21a) subordinate clause is *as long as it is fitted with a bunk and is stationary*. In example (21b) the main clause is *kasdienio poilsio laikotarpiu galima pasinaudoti ir esant transporto priemonėje* or *the daily rest period may be taken in a vehicle* the subject being *kasdienio poilsio laikotarpiu* or *the daily rest period* and the predicate *galima pasinaudoti* or *may be taken*. Also, what is seen is that the conditional clause marker takes the medial position.

In the example (19b) the Lithuanian equivalent *kol* ‘until’ ended up being the most frequently used translation because majority of the sentences had the marker at the beginning of it, same as in the example (19b). The sentence is long, and the short marker is perfectly suitable for it, as well as it is commonly used in Lithuanian language in order to start a sentence. On the other hand, the example (20b) ended up having a very similar translation *tol, kol* ‘as long as’ but in this case this particular marker is almost never used at the beginning of the sentence, commonly in the middle of it, like in the example (20b). Lastly, in the example (21b) the marker *jei* ‘if’ is located in the middle of the sentence and after the main clause, as per usual in the conditional sentences.

### 7.1.8 Marker *on condition that* and its translation

According to the Macmillan dictionary the conditional clause marker *on condition that* ‘is used for saying that one thing will happen only if another thing also happens’ (e.g. *he agreed to be a witness on condition that he gets money*).

The conditional clause marker *on condition that* had 12 different translations in total. All of the translations are given in Table 9 below.

**Table 9.** Translation variants of *on condition that* into Lithuanian

No.	Translation into Lithuanian of <i>on condition that</i>	Total number of translations
1.	Su sąlyga, kad ‘on condition that’	81
2.	Jeigu ‘if’	41
3.	Jei ‘if’	39
4.	0 (zero translation)	20
5.	Su sąlyga, jei ‘on condition that’	6
6.	Kai ‘when’	6
7.	Kad ‘that’	2
8.	Bet ‘but’	1
9.	Keliant sąlygą, kad ‘raising the condition that’	1
10.	Iškėlus sąlygą, kad ‘with the condition that’	1
11.	Tačiau ‘however’	1
12.	Tik tada, kai ‘only then when’	1
	<b>Total</b>	200

The most recurrent translation ended up being *su sąlyga, kad* (81 instances). An example can be seen below:

(22a) *Or for the establishments or organizations in the categories specified opposite each article in column 3 of the said Annex, **on condition that** they have been approved by the competent authorities of the Member States to receive such articles duty-free.*

(22b) *Arba įstaigoms ir organizacijoms, patenkančioms į kategorijas, nurodytas prie kiekvieno daikto minėto priedo 3 stulpelyje, **su sąlyga, kad** valstybių narių kompetetingų institucijų patvirtino, kad jos turi teisę tokias prekes gauti be import muitų.*

The structure of the Lithuanian sentence is the same as in its English version, in both sentences the conditional clause marker *on condition that* and its Lithuanian translation *su sąlyga, kad*

follows the main clause. It is important to mention that the conditional clause markers can occur anywhere in the sentence, in both (22a) and (22b) examples take medial position (Biber et al. 1999: 771). Both English and Lithuanian markers consist of three words, as well as every word bears the same meaning: the preposition *on* ‘su’, the noun *condition* ‘sąlyga’ and the conjunction *that* ‘kad’.

The second most frequent translation of *on condition that* ended up being *jeigu* (41 cases). The third one was *jei* (39). As the meaning of *jei* and *jeigu* ‘if’ is the same and the amount of hits is almost equal, both markers will be discussed together. An example can be seen below:

(23a) *Such exemption shall, however, be granted only **on condition that** at the time when they were acquired the capital goods and equipment in question were not exempt under Article 15 (12) of Directive 77/388/EEC.*

(23b) *Tačiau minėta mokesčio lengvata taikytina tik tuo atveju, **jeigu** atitinkamas turtas ir įrenginiai jų įsigyjimo metu nebuvo atleisti nuo mokesčio pagal Direktyvos 77/388/EEB 15 straipsnio 12 dalį.*

As in the most cases, the conditional clause marker takes medial position. The English conditional clause marker consists of three words: the preposition *on*, the noun *condition* and a conjunction *that*. The Lithuanian marker has only one word: the conjunction *jeigu* ‘if’. Both (23a) and (23b) are complex sentences main clauses starting with the conditional clause marker. In the example (22b) it can be seen that the marker *su sąlyga, kad* ‘on condition that’ is positioned in the middle of the sentence and in all of the cases, it was always positioned this way commonly before a noun, giving it formality. In the example (23b) the marker *jeigu* ‘if’ is used in the middle of the sentence and is less certain than *jei* ‘if’.

### **7.1.9 Marker *in the event that* and its translation**

According to the Longman Dictionary of Contemporary English the conditional clause marker *in the event that* ‘is used to emphasize what actually happened in a situation as opposed to what you thought might happen’ (e.g. *the President understands that in the event that he infringes any of the rules he will be expelled from office*).

The conditional clause *in the event that* had 10 different translations in total. All of the translations are given in Table 10 below.

**Table 10.** *Translation variants of in the event that into Lithuanian*



No.	Translation into Lithuanian of <i>in the event that</i>	Total number of translations
1.	Jeį 'if'	59
2.	Jeigu 'if'	38
3.	0 (zero translation)	34
4.	Tuo atveju, kai 'in the event, when'	20
5.	Tuo atveju, jeigu 'in the event, if'	20
6.	Tuo atveju, jei 'in the event, if'	16
7.	Kai 'when'	9
8.	Tais atvejais, kai 'in cases, when'	2
9.	Tokiu atveju, kai 'in case, when'	1
10.	Su sąlyga, kad 'on condition that'	1
	<b>Total</b>	200

The first and most prominent translation was *jeį* (59 instances). An example can be seen below:

(24a) *The agreements may affect competition at least in certain aspects which are contemplated as specific examples of prohibited practices under Article 85 (1) (a) to (c), **in the event that**:*

(24b) *Susitarimai gali daryti poveikį konkurencijai bent jau kai kuriais aspektais, kurie yra aptariami kaip konkretūs pagal 85 straipsnio 1 dalies a -- c punktus draudžiamos praktikos pavyzdžiai, **jeį** tie susitarimai:*

As it can be seen, this is the first example where the conditional clause marker is located at the end of a sentence, which means that the marker takes a final position. Also, compared to the previous conditional clause markers the marker in the event that is the longest one. Four words: the preposition *in*, the definite article *the*, the noun *event* and the conjunction *that*. Meantime, the Lithuanian translation of the same marker is only one word: the conjunction *jeį* or 'if'.

The second most frequent translation of in the event that ended up being *jeigu* (38 cases). An example can be seen below:

(25a) **In the event that** *the SCF decides that further evaluation of a substance referred to in paragraph 1 or 2 is necessary, the person responsible for placing a substance of the register on the market shall provide the information laid down in Article 3(1).*

(25b) **Jeigu** *SCF nusprendžia, kad reikia atlikti tolesnę 1 ar 2 dalyje nurodytos medžiagos vertinimą, asmuo, atsakingas už medžiagos, įtrauktos į registrą, pateikimą į rinką, pateikia 3 straipsnio 1 dalyje nurodytą informaciją.*

Firstly, the placement of the conditional clause marker is very clear, it takes the initial position. Secondly, same as with the previous translation as the English version of the same conditional clause marker is four words: the preposition *in*, the definite article *the*, the noun *event* and the conjunction *that*. The Lithuanian translation of the same marker is only one word: the conjunction *jeigu* or 'if'.

Lastly, the third most frequent translation ended up being zero translation (34 instances). An example can be seen below:

(26a) *The approach to be adopted by the competent national court and by the Commission **in the event that** the information communicated by the latter proves to be insufficient.*

(26b) *Dėl kompetetingo nacionalinio teismo ir Komisijos veiksmų pastarajai pateikus nepakankamai informacijos.*

It can be clearly seen that the Lithuanian translation of the conditional clause is omitted. The reason might be that simply for the Lithuanian translation the conditional clause marker is not necessary as the translation perfectly conveys the main idea of the English sentence.

The examples (24b) and (25b) have very similar Lithuanian equivalents of the conditional clause marker *in the event that*, in the example (24b) it is *jei* 'if' and (25b) it is *jeigu* 'if' both are very much alike but in (25b) marker *jeigu* 'if' is located at the very beginning of the sentence, giving it a more formal start, meantime in the example (24b) the marker *jei* 'if' is located at the very end of the sentence, before a colon as the end of the sentence does not require such a strong ending. Lastly, in the example (26b) the marker is omitted simply because the long marker is not needed as the absence of it does not change the main idea of the sentence.

## 8. Conclusions

The parallel concordance tool Sketch Engine helped to identify what the most prominent conditional clause markers in the legal discourse are. The research started with 13 markers, but 4 of those had to be removed from the further analysis as they lacked data. Only markers with no less than 200 hits were selected. This study identified 9 most frequent conditional clause markers used in the legal discourse: *assuming that*, *supposing that*, *as long as*, *only if*, *in the event that*, *on condition that*, *provided that*, *even if* and *given that*.

Each conditional clause marker ended up having a different number of translation equivalents from the English language into Lithuanian. The research showed that the markers *assuming that* (50) and *supposing that* (31) ended up having the biggest number of translation variants, meantime the markers *on condition that* (12) and *in the event that* (10) had the lowest number of translation variants. Each 9 of the most frequent conditional clause markers was analysed, thus only three of the most frequent translations of the each one was discussed.

The study revealed that the most frequent translations ended up being *darant prielaidą, kad* ‘making a premise that’, *zero translation* (when the English marker had no Lithuanian equivalent), *jei* ‘if’ and *jeigu* ‘if’. *Darant prielaidą, kad* ‘making a premise that’ tends to follow the main clause and as this translation is longer and considered to be more formal, it is more suitable for complex and long legal texts as it conveys the necessary formality of legal texts. *Zero translation* ended up being one of the most common ways of translation. The omission of the Lithuanian equivalent tends to be common as the skipped marker tends to not affect the main idea or formality of the sentence, as well as makes already long legal texts shorter. On the other hand, there were many instances when the omission of the Lithuanian equivalent ended up changing the main idea of the sentence. Both markers *jei* ‘if’ and *jeigu* ‘if’ are very similar but, on the other hand, *jeigu* ‘if’ tends to be used at the beginning of the sentence, as it gives it formality and length, meantime the marker *jei* ‘if’ tends to be used in the middle of the sentence.

Overall, the Lithuanian equivalents of the English conditional clause markers vary depending on their formality, and the specific characteristics of the legal sentence. Longer translation equivalents are often favoured as they give formality and complexity to the text but when the sentence is short, and the marker stands in the middle of the sentence a shorter marker is chosen. What is important to highlight is the fact that in many cases the omission of the Lithuanian marker completely changed the main idea of the sentence.

## 9. Summary

Per pastaruosius metus sociokultūrinių, bendravimo ir verslo klausimų globalizacijai įtakos turėjo kultūrinių, disciplininių ir nacionalinių barjerų griovimas, ypač bendradarbiavimo ir kooperacijos tarptautinėje prekyboje kontekste. Globalizacija turėjo didelės įtakos ir teisės sričiai: tarptautinis aspektas su kiekvienais metais tampa vis labiau paplitęs. Visos pasaulio šalys turi savo kalbas, kultūras, daugybę smulkesnių ir didesnių kultūroms būdingų skirtingų dalykų, tačiau jei reikėtų pagalvoti ir apie kokią nors labai specifinį viešojo gyvenimo aspektą, tai būtų teisės sritis.

Teisinis diskursas, tai kalba, vartojama teisės srityje. Teisinio diskurso apibrėžimui būdingas teisėtumas, teisinio diskurso konotacija taip pat siejama su teisės kūrėjais, asmenimis, kurie įgyvendina teisę, asmenimis, kurie aiškina teisę, ir asmenimis, kurie keičia teisę. Teisinio diskurso sakiniai yra ilgi: šiam diskursui būdingas specifinis žodynas, kuriam yra būdingi skoliniai, pasyvaus balso formos, modaliniai veiksmažodžiai ir kita. Suprasti, skaityti ir ypač versti teisinius tekstus nėra lengva.

Šalutiniai sąlygos sakiniai, tai sakiniai, kuriuos sudaro pagrindinis sakinytis ir šalutinis sąlygos sakinytis. Kitaip tariant, šiais sakiniais yra nurodoma, ką asmuo parodo kaip galimas situacijas ir galimus jų rezultatus. Šalutinių sąlyginių sakinių žymenų vertimas iš anglų kalbos į lietuvių kalbą, tai tyrimų sritis, kuriai iš tikrųjų dar nebuvo skirta deramo dėmesio. Pagrindinis šio tyrimo tikslas buvo iširti, kaip teisinės anglų kalbos šalutinių sąlygos sakinių žymenys yra verčiami į teisinę lietuvių kalbą.

Šiame tyrime nustatyti 9 dažniausi teisiniame diskurse vartojami šalutinių sąlygos sakinių žymenys. Kiekvienas žymuo turėjo skirtingą vertimo iš anglų kalbos į lietuvių kalbą atitikmenų skaičių. Tyrimas parodė, kad daugiausia vertimo variantų turėjo žymenys *assuming that* (50) ir *supposing that* (31), o mažiausiai vertimo variantų žymenys *on condition that* (12) ir *in event that* (10).

Tyrimas atskleidė, kad dažniausiai pasitaikantys vertimai buvo *darant prielaidą, kad, nulinis vertimas* (kai angliškas žymuo neturėjo lietuviško atitikmens), *jei* ir *jeigu*. *Darant prielaidą, kad* paprastai verčiamas po pagrindinio sakinio, o kadangi šis vertimas yra ilgesnis ir laikomas formalesniu, jis labiau tinka sudėtingiems ir ilgiems teisiniams tekstams, nes perteikia būtiną teisinių tekstų formalumą. *Nulinis vertimas* galiausiai tapo vienu iš labiausiai paplitusių vertimo būdų. Lietuviško atitikmens praleidimas paprastai būna įprastas, nes praleistas žymuo paprastai neturi įtakos pagrindinei sakinio minčiai ar formalumui, taip pat sutrumpina ir taip ilgas

teisinius tekstus. Kita vertus, pasitaikė atvejų, kai lietuviško atitikmens praleidimas galiausiai pakeitė pagrindinę sakinio mintį. Abu žymenys *jei* ir *jeigu* yra labai panašūs, tačiau, kita vertus, *jeigu* paprastai buvo vartojamas sakinio pradžioje, nes suteikia sakiniui oficialumo ir ilgumo, tuo tarpu žymuo *jei* paprastai buvo vartojamas sakinio viduryje.

Lietuviški anglišku šalutinių sąlygos sakinio žymenų atitikmenys skiriasi priklausomai nuo jų formalumo ir teisinio sakinio ypatumų. Dažnai pirmenybė teikiama ilgesniems vertimo atitikmenims, nes jie suteikia tekstui oficialumo ir sudėtingumo, tačiau kai sakinytis yra trumpas, o žymuo stovi sakinio viduryje, pasirenkamas trumpesnis žymuo. Svarbu pabrėžti tai, kad buvo atvejų, kai lietuviško žymens praleidimas visiškai pakeitė pagrindinę sakinio mintį.

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