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in Legal Texts  
**Legal Contracts**

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كلية الآداب و اللغات

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قسم الإنجليزية

ماستر أكاديمي

الميدان: الآداب و اللغات الأنبية

: اللغة الإنجليزية و الآداب و الحضارة

:

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# إنشائية ترجمة أفعال الصيغة من الإنجليزية إلى العربية في النص القانوني العقود القانونية

تم مناقشتها علنيا

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## ***Dedication***

*The dearest persons to our heart. Thank you  
for To our parents all your encouragement, and above  
all your love.*

*We dedicate our work to our families.  
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## **List of Abbreviations& symbols**

**ST:** source text

**LT:** target text

**SL:** source language

**TL:** target language

**LSP:** language for special purpose

**LLP:** language for legal purpose

**CA:** contrastive analysis

**CAH:** contrastive analysis hypothesis

**L1:** first language

**L2:** second language

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## **General Introduction**

### **1.Statement of the Problem**

Modality differs from tense and aspect; in that it does not refer directly to any characteristic of the event, but simply to the status of the proposition. Also, it is an important figure in all human language.

English and Arabic modals are the basic elements which we want to discuss them in our research with acknowledge that English have a special class of modality, but Arabic language has not. So, how we can translate the concept of modals between both languages, especially in legal documents "contract" which is the corpus of our study.

Arabic translation of contract creates a lot of problematic issues with a particular reference to 'modality' subsystems in English.

This study responds to the need of a systematic analytic and comparative study of this peculiar aspect in both languages with a particular reference to legal translation.

### **2.Aim of the Study**

The research aims at to analyze different samples of contract in order to investigate how the different types of modal verbs are rendered into Arabic, and select the common translation of the modal verbs in Arabic language.

### **3.Hypothesis**

We hypothesize that there is no one to one equivalent of English modal verbs into Arabic because of the lack of equivalence counterpart of this kind in Arabic.

#### **4. Materials**

In the present study, we are going to verify the hypothesis through a descriptive work, Which focuses on the contrastive study of modal verbs between Arabic and English and their use in legal texts, furthermore investigate them through contracts to analyze how they are translated into Arabic.

#### **5. Structure of the Study**

The present study consists of fourth chapters. In the first chapter, we speak about the modality in English and the original of this concept in human language, also the main features of legal translation and legal texts and aspects and the characteristics of legal language.

In the second chapter, we try to give a full description of the modal verbs in English and Arabic in order to facilitate the comparative study.

In the third chapter, it is a review which we are explained the methodology and draw up the theoretical framework of the study which is defining the contrastive analysis and mentioning the types of transfer and tackling contrastive analysis hypothesis ,we also give defined of contract and the basic elements of its form ,also the relation between contract and law.

## **Chapter One**

### **Modality and Legal Translation**

#### **Introduction**

Official documents, such as certificates of birth or marriage, are among the most often translated specialized texts because of their extensive use by public. They are classified as legal texts in which they contained characteristics creating problems during legal translation process ; such as modality or modal verbs in English Arabic legal translation .This chapter is a literature study of our research ;it gives a full definition of modality concepts in English and Arabic ,and its appearance in human languages. Also, the legal translation its characteristics ,aspects ,then the types of legal text.

### 1.1. Definition of Modality in English

Modality may be defined as the manner in which the meaning of a clause is qualified so as to reflect the speaker's judgment of the likelihood of the proposition it expresses being true. (Quirk et al, 1985. 219). English verbs are either full verbs, such as "play", or auxiliary verbs, such as "be". Auxiliary verbs are either the main auxiliary *be, do, have* and modal auxiliaries *can, must* etc. English include a number of modal auxiliaries as many languages. They have a number of formal criteria and properties that distinguish them from full verbs. Modal verbs are usually followed by a bare infinitive .In the modal verbs, the constraining factors of meaning may be divided into two types:

- a. Those such as 'permission', 'obligation', and 'volition' which involve some kind of intrinsic human control over events.
- b. Those such as 'possibility', 'necessity', and 'prediction', which do not primarily involve human control of events, but do typically involve human judgment of what is or is not sure to happen.(quirk ,1985,219).

These two types of modals verbs between which there is a gradient, may be termed *Intrinsic* and *Extrinsic* modality respectively. One important observation about the modals is that each one of them has both intrinsic and extrinsic uses: for example, *may* has the meaning of permission (intrinsic) and the meaning of possibility (extrinsic); *will* has the meaning of volition (intrinsic) and the meaning of prediction (extrinsic).

In what is mentioned above shows why the use of the modal verbs is one of the more problematic areas of English grammar and also in legal translation, and one of the areas where many studies have been made; in which the context plays an essential role to determine the intended and accurate meaning of English auxiliaries.

### **-1-1-1-Modality in Human Language**

Modality is a linguistic category which carries meaning units that have nature of auxiliary to express possibility and necessity.

As well is a linguistic category requires a global analysis and comparison; On the other hand, it is also needed tracking search for cases of loss and mismatches between legal texts and translations between the source language and the target language. Therefore, it should express these concepts one way or another in any language and the expression of ideas and concepts similar in different language. And therefore it can determine the translation between Arabic and English - especially in legal texts - which require special care and attention. And in this sense, Lyons' (1977: 791) " supports this argument : "The ambiguity found in sentences containing 'must' and 'may' is also found in comparable sentences, in other languages".

This suggests the existence of modality with the difficulties is found and exist in most languages because is a universal linguistic category. , however, Arabic is not excluded in more specific terms, such as English, Arabic has a modal expressions qualify despite the fact that the two languages differ in the realization of this category.

This assumption is based on two other assumptions. First, semantic modal concepts are common to human discourse in general and legal one in particular. Second, these concepts should find one way or another in the language.

The existence of differences in the perception of modality between English and Arabic must be the subject a source of difficulty for those who translates between English and Arabic, and especially for those who are working on the legal texts in these languages.

### **1.3. Language of Law**

As in common knowledge, the language text is more difficult and complex is generally related to the nature of the law and the language that law uses and the associated differences found in intercultural and Interlingua communication in translating legal texts and law language.

Legal language is not a language of daily use by peoples. It is a specialized language of legal norms and related text. Its distinction may be seen in a several characteristics that make it different from the English language use. But, there is no universal or standard language of law that would be depended to all languages.

### **1.2. Legal Translation**

Translation is an operation performed on languages; a process of substituting the text meaning from the source language into the target one. It has a wide spread in many fields as: medicine, law, economic, politic and philosophy.

Legal translation is specialized area of translational activity, it's the process of translating the texts used in law and legal setting .it is used as a general term to cover both the translation of law and other process in the legal setting. For the legal translator has to have a specialised knowledge, foundations, for being able to approach and translate the text. When translating non-fiction especially the translator has to be aware not only of the source and target languages but also of the subject field of the text.

*"(a)translating a piece of a text sentence by sentence to feel the tone of the text, reading the rest of the source text and then start translating, (b) reading the whole text several times, finding the intention, register and tone of the text and start translating." (Newmark 1988: 21).*

Legal translation falls under the specialist category; it includes about special words, expression in legalese, or technical translation. It is a type of the translational activity involving special language use, that is, language for special purpose (LSP) in the context of law, or language for legal purpose (LLP). Legal translation has the characteristics of technical translation and also shares some of the features of general translation.(Cao ,2007,7).

The classification of legal translation which followed by an analysis of the nature of legal language in terms of its normative, performative and technical character and the relation between legal certainty and linguistic indeterminacy, also the characterization of legal language is also suggested in terms of legal lexicon, syntax ,pragmatics and style .

According to (Sarcevic.1997) legal translation classified according to the subject into different criteria:

1. Translating domestic statutes and international treaties.
2. Translating private legal documents.
3. Translating legal scholarly works.
4. Translating case law.

### **-1-3-1-The Nature of Legal Language**

Cao classifies legal language with respect to the nature of its use that can be described as normative, performative and technical.(Cao 2007, 13-20).

***-a- Normative***

The Language of law is used to impose rights and obligations; it is largely instructive. Law's basic function is to guide human behaviour and human relations in the society. Law is express a set of rules its function is not just to express or convey knowledge, but also having the form of imperatives defining and enforcing the arrangements, relationships, procedures to modify people's behaviour in a society.

***-b-Performative***

The performative nature of language is indispensable to law in achieving its purpose, speech is not words but also actions as J.L.Austin mentioned on his act speech theory, the performative use of language is not exclusive to law, but law relies heavily on performative utterances, Language used in law can perform such acts as conferring rights, prescribing, prohibition and granting permission in legal speech acts which consist of the following categories:

-1-Representatives: such as swearing, asserting.

-2-Commitives: which commit speaker to do something in the future like: wills and marriage ceremonies?

-3-Expressive: which express the speaker's psychological state like apologizing and excusing

-4-Directives: which are future oriented in seeking to change the world, or to get someone to do something.

***-c-Technical***

Legal translation is technical translation and legal language is technical language involving special language texts, there are two main positions regarding the nature of legal language. One view holds that legal language is a technical language, other argue that there is no legal language, and even if it exist, it is a part of the ordinary language.



### **-1-3-2-Characteristics of Legal Language**

Legal language is a recognizable linguistic phenomenon'. In the most of the time, it is not easy for many people to understand legal documents as compared with other official documents, in English speaking countries, there are many efforts to help people to simplify the language which use in law in legal profession.

If we examine legal language as a whole, common and singular linguistic features can be identified across different legal languages. They are manifested with respect to lexicon, syntax, pragmatics, and style.

#### ***-a-Lexicon***

Legal lexicon is a feature of legal language which is a complex and unique legal vocabulary found in different legal languages. This is a universal feature of legal language but different legal languages have their own unique legal vocabulary. The legal vocabulary in each language is often extensive. In translation there is nonequivalence between lots of legal terms among languages.

Furthermore, within each legal lexicon, there are also peculiarities, and they do not always correspond in different legal languages, The English legal lexicon is full of archaic words; and full of old English.

#### ***-b-Syntax***

Syntax in legal language is characterized by the formal and impersonal written style with the complexity and length sentences, according to Salmi –Tololen 2004:1173, the sentences in legal texts are longer than in other text types and it has many purposes, this characteristics is more important to the nature of legislative law in addition to the complex structures, passive voice, multiple negations, and prepositional phrases are commonly used.

### ***-c-Pragmatics***

Law depends on the performative nature of language. Legal utterances perform acts, creating facts. Words in legal language differ in meaning depending on who uttered them in addition to that by using performative markers as: performative verbs such as: enact, undertake, declare ..etc. in other hand the ambiguity and vagueness are points of contention in legal context.

### ***-d-Style***

Legal style refers to the linguistic aspects of the written legal language and also the way, in which legal problems are approached, managed and solved legal style which is the outcome from the legal traditions, thought and culture.

### **-1-3-3-Aspects of Legal Translation**

Legal translation is the translation of text within the field of law; it also is a subtype of specialized translation. As law is a culture dependent subject field, the work of legal translation and its products are not necessarily linguistically transparent.

Only professional translators specialized in legal translation can translate legal documents. The mistranslation of a passage in a contract, for example, could lead to lawsuits and loss of money.

It should be documents in the target language with the same legal validity and effect as the documents in the source language, the translator should keep the followings in mind. The legal system of the source text (ST) is structured in a way that suits that culture and this is reflected in the legal language; likely, the target text (TT) is to be read by someone who is familiar with the other legal system. Most forms of legal writing, and contracts in particular, look to defined rights and duties clearly for certain individuals. So the translator must precise correspondence

of these rights and duties in the source text and in the translation with accuracy. Legal translation may also involve, Certificates of Accuracy, Witness Statements, Depositions, Trusts, Wills, Articles of Incorporation, Litigation Documents, Immigration Documents, Property/Exhibit Labels and in some cases attendance in court by the translator(s).

Translators of legal texts often consult law dictionaries, especially bilingual law dictionaries. Care should be taken, as some bilingual law dictionaries are of poor quality and their use may lead to mistranslation, the most of difficulties which facing legal translators do not stem from the specific nature of legal discourse in terms of style, structure and vocabulary only. Legal translators are expected to convey the meaning not just of words but of the legal system that dictates the writer's choice of those words. This is not an easy task.

#### **-1-4-Types and Characteristics of Legal Text**

A legal text is a wide range of classifications depending on its nature of function. Legal English can be seen as consisting of several kinds of writing, depending on their communicative function; there are three different types of legal writing to be distinguished:

(a) *Academic* texts which consist of academic research journals and legal textbooks.

(b) *Juridical* texts covering court judgments or law reports. (c) *Legislative* or statutory writings consisting of Acts of Parliament, contracts, treaties, etc.(Cao 2007).

The legal language should be clear for all reader and comprehensible because is supposed to defend the rights of a person. Secondly, the style is aspect of legal language genre, also can be described as unambiguous and the main element that cover all the text from the ambiguity.

Legal language is derived from the fact that the law regulations and instructions manage the behavior of individuals in relation to each other and also with to the society.

*Another feature* of legal texts is that they are mostly culture specific and culture-sensitive which is imposed by the legal system that legal language stands for as a means of encoding.

*A fourth feature* that contributes to the peculiarity of legal texts is derived from the fact that the people involved in a legal interaction pursue various roles, each with its sub-type of legal discourse.

Linguistically speaking, modality is another noticeable feature of legal texts. In fact, it is one of the most prominent and distinctive characteristic inherited in these texts because of their very nature as directive and expository instances of language use. In other words, legal texts in addition to their structural and contextual variation, display a variety of modal meanings such as 'obligation', 'prohibition', 'advice', 'authorization', etc. The Arabic, by contrast and because of its lack of such a grammatical category of modal verbs uses some other linguistic means to do the same function, which will come after.

## **Conclusion**

This chapter is a set of preliminary concepts that conduct us through the research and, also as a means to reach the meaning and clarify our aim, as modality, legal language, and legal translation which is a specialized domain that makes many translators work within it and namely this field is vast and complex. So, we will treat one of the main element of divergence between English and Arabic translation.

## **Chapter Two**

### **Modality in English and Arabic**

#### **Introduction**

Modality in general as one subcategory of the system of qualifications of states of affairs; which remains among the common problems in translation generally, and in legal translation especially.

Many studies of the English modal verbs MAY, MIGHT, CAN, COULD, SHALL, SHOULD, WILL, WOULD and MUST assume that there are three kinds of modality expressed by these predicates: dynamic, deontic, and epistemic. Palmer (2001: 7-10) distinguishes between propositional modality and event modality. Propositional modality describes a speaker's attitude to the status of a proposition and therefore epistemic modality is one kind of propositional modality. Event modality refers to events that are not actualized and so both deontic and dynamic modality are kinds of event modality.

According to Quirk meanings represented by modal verbs can be divided into two groups. Although Quirk uses different terminology for modal meanings (intrinsic and extrinsic) I prefer to use these terms deontic, epistemic and dynamic because of its wider uses by others.

## **2.1.Epistemic Propositional Modality**

Is a sub-type of linguistic modality and it refers to the way speakers communicate their doubts, certainties, and guesses also their "modes of knowing" ,the term epistemic is derived from the Greek word 'knowledge' which includes the speakers expression of the judgments about the factual status of the proposition as well as the speaker's opinion and attitude towards that proposition, according to Lyond 1977'epistemic' modality is referring to the type of knowledge the speaker has about what he is saying.

### ***-a-Advice***

Advice: the meaning of advice is represented by using the following modal verbs:

"Had better "should", "ought to" and "must" in order to express advisability.

Ex: the layer had better work harder or he will flunk this sitting.

Ex:The contractor should follow the legal procedures.

Ex: The buyer ought to pay his credit.

Ex:The judge must see the evidence again.

### **2.1.1.Evidential Modality**

Some linguists consider evidentiality as a type of epistemic modality which indicates the evidence of the speaker has for his/her judgments; which can be whether true or false.

#### ***-b-Necessity***

Can be expressed by using the following modals: *must*, *should* and *ought to*

Must: which can be found in statement where the speaker is very sure that statement is true or highly true.

Should: The necessity meaning of *should* can be found in statements, where the speaker does not know if the statement is true, but claims that it is true, and express necessity more politely.

Ought to: The necessity meaning of *ought to* be used in statements, where the speaker claims that the statement is true, according to his experiences and previous knowledge. (Quirk 1990)

### ***-c-Capacity***

*It can* be expressed by using: *can*, and *could*.

Ex: Court *can* acquit the accused after the hearing.

Ex: The lawyer *could* delay the hearing.

### ***-d-Probability and Possibility***

It can be expressed by using: *can*, *could*, *may*, *might* and *must*.

May: it is used in term of epistemic possibility meaning *i.e.* it denotes the possibility of a given proposition's being or becoming true.

Will: It is used for saying that you think something is probably true.

Could: mostly carry the meaning of possibility, as in conversation when the speaker wants to express uncertainty

Speakers use these modals to indicate their level of certainty about something.

Ex: the outlaw could to escape from the prison.

Ex: the court may receive additional evidence in writing or oral testimony

Ex: The judge can impose sanctions on the plaintiff.

Ex: you must respect statesmen.

Ex: it might be the best solution in this cause.

## **2.2.Event Dynamic Modality**

Usually it expressed by using *can*, although Palmer claims that it can also be found with WILL. Huddleston and Pullum define dynamic modality as being concerned with properties and dispositions of persons ,it is part of the propositional content of the clause, also it is knowing for the lacks subjectivity and restricted because is the only modal which clearly retains a dynamic sense.



***-a-Offer***

It can be expressed by using: *can* and *could*.

Ex: I can acquit you of first session.

Ex: I could acquit you of first session.

***-b-Suggestion***

It can be expressed by: *shall*.

Ex: Shall you rent your house?

***-c-Ability***

It can be expressed by using: *can, could*.

Ex: New evidence *can* prove innocence.

Ex: The Algerian people *could* select the appropriate president in these elections.

***-d-Intention***

It can be expressed by using: *would*.

Ex: I *would* like to grant our country the right to participate in this competition.

### 2.3.Event Deontic Modality

Term deontic is derived from the Greek word ‘Obligation’. Deontic modality expresses the obligations and permissions that produced from an external source, which originate from an internal source as speakers lay an obligation on themselves for a potential event.

#### ***-a-Obligation***

It can be expressed by using the followings modal auxiliaries such as: *ought to*, *should* and *shall*:

Should/ought to: In law “should” is used to mean must or obligation, but not future ex:

The defendant shall appear before the court at once.

Shall: There is another use for *shall* with a 3rd person subject, however it is restricted and used mainly in legal documents, and frequently in this construction *shall + BE + past participle* and is used to express what is obligated as in:

Ex: The rent *shall* be payed on the first of each month by the lease.

Must:Committed one of the parties in the contract to do something.

Ex: the employee *must* apply in writing to his /her supervisor for leave without pay.

Ex:The lawyer *should* be sued against killer.

#### ***-b-Permission***

It can be expressed by using the modal auxiliary: *may*, *can* and *could*.

Could: past participle also has the meaning of permission, as in,

Only some men could join the army.

When asking for permission it is possible to replace it with *be allowed to*. (Quirk et al.1989, 221 -223).

Might/May:As a modal of permission meaning, may is used more in formal occasions. There is a slight difference between permission may and permission can. Whereas may (1) is connected with permission given by speaker, can (2) expresses permission in more general way. (Quirk et al. 1989, 223)

- (1) You may leave when you like. (I permit you)
- (2) You can leave when you like. (You are permitted)

***-c-Command***

The advocators insisted in using the modal “shall” in the imperative expression and determinate the rights and instruction in legal translation.

Ex: You should respect the legal regulations.

***-d-Request***

It can be expressed by using: *can, could* and *would*.

Ex: *Can* you pay my salary, please?

Ex: *Could* you pay my salary, please?

Ex: *Would* you respect the law, please?

***-e-Promise***

It can be expressed by using the following modals: *will*.

Ex: I will respect the constitutional law.

## 2.4.Modals Auxiliaries as Modality Realizer

<b>Modal</b>	<b>Function</b>
<b>Can</b>	To show ability To suggest a possibility or give an option To ask for or to give permission To show impossibility
<b>Could</b>	To show past ability To ask a polite question To show possibility To show impossibility To suggest a possibility/ opportunity or give an option
<b>Might</b>	To show possibility
<b>May</b>	To ask for or to give permission (formal) To show possibility
<b>Should</b>	To show advisability To show obligation To show expectation
<b>Ought to</b>	To show advisability To show obligation To show expectation
<b>Hadbetter</b>	To show advisability
<b>Have to</b>	To show necessity To show lack of necessity

<b>Must</b>	<p>To show probability or to make a logical assumption</p> <p>To show necessity</p> <p>To show prohibition</p>
<b>Will</b>	<p>To indicate future time</p> <p>To make a promise or to show willingness</p> <p>To state a general truth</p> <p>To ask a polite question</p>
<b>Would</b>	<p>To ask a polite question</p> <p>To indicate a repeated action in the past</p> <p>To indicate future time in the sentence that is in the past</p>
<b>Shall</b>	To express the imperative form

*Table 1:* modal auxiliaries and function.

## 2.5.Modality in Arabic

Modalities are expressed in different ways. In English, modality can be expressed not only by modal verbs but also by modal adverbs (possibly, probably) modal adjectives (possible, probable) and modal nouns (possibility, probability). Arabic in contrast does not have a distinct class of modal verbs with clear distinctions. Modal meanings are realized by various means of syntactic structures the particles phrases and lexical verbs.

Translating modality from English into Arabic, and vice versa, is rather problematic because modals in English are "*grammatical auxiliaries*", in Arabic they are mostly "*lexical*".

-1-Verbs: it has many forms like: يمكن, يجزم, يجب, يتوجب, يلزم, يتحتم, يتعين, ينبغي, يرد, يحتمل

-2-Prepositional Phrase like: باستطاعته, بإمكانه, في وسعه,

-3-Adverbs:

-4-Negative Nominal Expressions: لا ريب, ريب, لا ريب,

-5-Comparative Expression:

-6-Articles:

These lexical possibilities, here below are expressed through these types of modalities:

### -1-Epistemic Modality

-a-Advice ينص / يستحسن

: يستحسن من المحامي استئناف الحكم.

### -1-2-Evidential Modality

-b-Necessity من المؤكد/اغلب الظن/ينبغي/من الضروري

:من الضروري/ينبغي عليك/ رفع دعوى ضد القاتل.

:من المؤكد/في اغلب الظن تورط عمر في هذه الجريمة.

-c-Capacity يستطيع / يمكن/باستطاعته/بإمكانه

:يستطيع /يمكن القانون حمايتك.

:باستطاعتك/بإمكانك مزاولة نشاطك السياسي بكل حرية.

-d-Probability and possibility / / / / / / / / /

من هذه التهمة / / / :  
مثال: من الجائز/ من المفترض/ من الواجب/ بمقدور للمواطن الجزائري التصويت لمن يجب.

## -2-Event DynamicModality

-a-Offer يمكنني / أستطيع

أيمكنني التعبير عن رأيي في هذه المحاضرة?

أستطيع مساعدتك في فرز الأصوات في هذه الانتخابات?

-b-Suggestion / باستطاعتي/ يمكن

.

-c-Ability يستطيع / يمكنه/ باستطاعته/ بإمكانه

يستطيع / يمكن / باستطاعة/ بإمكان الشعب الجزائري تقرير مصيره.

-d-Intention , , , ,

.

## 3-Event DeonticModality

-a-Obligation يجب / يتعين/ يتحتم/ ينبغي/ من الواجب

: يجب/ يتعين/ ينبغي/ من الواجب على الشعب الجزائري المشاركة في الانتخابات الرئاسية.

-b-Permission / /

: بوسعك/ بإمكانك العزوف عن التصويت.

-c-Command يجب أن, ينبغي عليك

: يجب أن/ ينبغي عليك احترام بنود هذا العقد.

-d-Request , , , ,

: لإنهاء هذه القضية في اقرب وقت.

-e-Promise/ / / / /

: باستطاعتي / بإمكانني تحمل كل مصاريف الإيجار

## **Conclusion**

Translation is a very creative process, the translator should have a specialized knowledge about the given text field to reach his/her aims. Have already mentioned above are the definition and the different kinds of modalities, both English and Arabic and their different use in order to express and translate them in different contexts and meanings with the accurate equivalence, especially in the legal language as well the legal translation, which require a normative and stylistics language level.

Translating modals from English into Arabic are the basic matter in our project, we try to analyse it in the forth chapter.



## Chapter Three

### Contrastive Analysis and Contracts

#### **Introduction**

Contrastive linguistics and translation studies have shared a common domain of investigation in many years, they are separate though related fields. Translation studies include a range of approaches, from theoretical and descriptive research on translation phenomena to applied concerns, such as translation assessment and translator training. In one way, it is therefore wider than contrastive analysis. In another, it is narrower, as it is limited to texts that are translated and to the ways in which they are transmitted across languages.

The relationship between CA and translation is bidirectional. On the one hand, the translation of specific pieces of text may provide the data for CA. On the other, CA may provide explanations of difficulties encountered in translation. (Hoey and Houghton 1998).

Applied contrastive studies belong to applied linguistics, according to Fisiak in 1981 and Mona Baker in 1993 contrastive studies divided into theoretical and applied, in an attempt to explain the basic elements that used in the process of comparing languages in order to show the similarities and differences between them, the goal is to compare the original text by the substitute one in order to apply the manner of contrast.

The aim of this chapter is to show the manner that the learner needs to compare the similarities and differences between the use of modal verbs in legal contracts between English and those of Arabic.

#### **3.1. Definition of Contrastive Analysis**

The concept of contrastive analysis was first introduced by Charles Fries in (1952), and fully described by Robert Lado in his book *Linguistics across Cultures* (1957).

Contrastive analysis is a systematic branch of applied linguistics which deals with the linguistic description of the structure of two or more different languages and compared them with the aim of describing their similarities and differences. Such descriptive comparison serves to show how languages differ in their sound system, grammatical structure and

vocabulary. This type of analysis can be used in language teaching among others, to point out the areas where the similarities and contrast between the two languages are present.

Contrastive analysis has been the first major theory dealing with the relationship between the languages a learner requires or masters. Many linguists such as James (1981) and Whorf (1941) have been interested in contrasting and comparing different languages, generally we can define contrastive analysis as the study and comparison of two or more languages for example: between English and Arabic, we can to study the similarities and differences between them.

### **3.1.1.Types of Transfer**

Transfer known as interference, it refers to the writers or the speakers applying knowledge from their native language to a second language. It is most commonly discussed in the context of English learning and teaching, but it can occur in any situation when someone does not have a native-level command of a language, as when translating into a second language, it contains two types:

*-a-Positive Transfer:* generally can be defined by compare the relevant unit and structure in native language with the second one, if the result of comparison shows the same elements, we called it in this case positive transfer.

*-b-Negative Transfer:* according to Powell in 1998 and Dulay in 1982 negative transfer comes when there is no concordance between L1 and L2 and thus, acquisition of the new L2 structure would be more difficult and errors reflecting the L1 structure would be produced, it means that negative transfer occurs when the speakers and the writers transfer items and structures that are not the same in both languages.

### **3.1.2. Contrastive Analysis Hypothesis CAH**

The Contrastive Analysis Hypothesis (CAH) was widely accepted in the 1950s and 1960s in USA and its original purpose was purely pedagogical. The teaching method which used the CAH as its theory of learning was the audio lingual method which is based on behaviorist and structuralism theories.

The basic purpose for this hypothesis was that “the principal barrier to second language acquisition is the interference of the first language system with the second language system which the second language learning basically involved the overcoming of the differences between the two linguistic systems – the native and target languages” (Brown 1980:148).

The term ‘interference’ here refers to “any influence from the L1 which would have an effect on the acquisition of L2” (Powell, 1998: 2).

Robert Lado in his book explains the idea when the student found the difficult elements and other easy one which is similar or differ from his /her language, the teacher should made comparison between the native language of student and foreign language in order to know what is the problems that student face when he/she learns or teaches language this formulation was called by Ronald Wardhaugh "strong version "of the contrastive analysis hypothesis (brown in 1980).

### **3.1.3. Problems of CAH Version**

**-a-Strong Version:** it appears according to the comparison of the native language of the learner and the foreign language, Ronald Wardhaugh was the first one who call it for this name and he believed that the strong version was “unrealistic and impracticable , another linguist supports this idea was Fries who mentioned the most effective materials to describe the language to be learned and compare it with the native language of the learner , this version demands of linguists that they have available a set of linguistic universals formulated within a comprehensive linguistic theory which deals adequately with : "syntax, semantics, and phonology".

**-b-Weak Version:** linguistic difficulties are explained a posterior instead of being predicted a prior, to understand the sources of error by utilizing and intuitively contrasting a general knowledge of L1 and L2.

### **3.2.The Practical Process of Contrasting Languages**

This procedure involved four stages, they are:

1. Description: the two languages were formally described.
2. Selection: certain items or areas were selected for comparison.
3. Comparison: finding similar and different items.
4. Prediction: in which areas the errors will most probably occur.(Whorf 1981).

Legal documents are papers that can be filed by with a court officer or used as agreement in a court of law .The documents can be signed or notarized and give times and dates of events, conversations, the documents can be kept in a lawyer's office, safe deposit box or hidden by a consumer or business until they are needed.

### **3.3. Contracts**

Are agreements between two or more parties to exchange performances in a given situation for specific purposes? The legal actions to be performed or not performed are set forth in a substantive provisions in the form of obligations, permissions, authorizations and prohibitions, all of which are enforceable by law(Sarcevic 2000:133,134).

The essential elements to form a contract are usually described as:

- An Offer.
- An acceptance in strict compliance with the terms of the offer.
- Legal Purpose/Objective.
- Mutuality of Obligation – also known as the “meeting of the minds”.

- Certainty of Subject Matter .
- Consideration.
- Competent Parties.

**-1-Offer:** An offer is defined as showing bargain, so made as to justify another person in understanding that his agreement, and accepted by whom it is addressed.

**-2-Acceptance:** Acceptance of an offer is to claim his/her assent to the terms there which made by the offered, and have to choose and use an effective communication to match the offer.

**-3- Legal Purpose:** usually the objective of the contract should be for legal purpose. For instance: a contract for illegal goods as drugs is not a binding contract because the purpose for which it exists is not legal and is out of the legal field.

**-4- Mutuality of Obligation:** This element is refer to the relationship between the contractor and his/her clients, also refers to the parties mutual understanding and assent to the expression of their agreement.

**-5- Certainty of Subject Matter:** a contract is legally binding only if its conditions are fully completed and present to enable the court to understand the parties' obligations. The rules regarding indefiniteness of material terms of a contract are based on the concept that a party cannot accept an offer so as to form a contract unless the terms of that contract are reasonably certainly.

**-6- Consideration:** The cause, the price or impelling influence that makes the person enter into contract or mutual exchange of benefits.

**-7- Competent Parties:** Parties to a contract must be competent and authorized to enter into a contract.

### **3.3.1.Contracts and Law**

Law makes contract and it is the only one effect between the two parties;the contract, legally formed, takes the place of law as between the parties, because it is bind by the law rules.

The contract cannot be cancelled or modified except by mutual acceptance or for causes which the law authorizes.

Furthermore, a contract makes the law between parties; it is meant that it made by any general provisions of law, not being a law of public order.

It is meant also that the court is bound to give effect to the contract as it stands and is not entitled to modify it in order to make it more equitable.

There are several principals the contract should follow them, they are:

- \* The contract must be formall written under the requirements of the law.
- \* The parties must clearly intend it to be binding in law the legal act must be made seriously, not as a joke; the parties must enter the contract voluntarily not forcedly.

When any of these principles are not fulfilled or neglected, the contract may be invalid. When all the requirements of the law are fulfilled, the agreement generates rights and obligations that may be enforced in the courts.

The core of the contract is expressed in the notions of offer and acceptance. Within English legal context, a special feature must be present in a contract to set it apart from other agreements: the presence of consideration. Consideration in connection with contracts means the bargain that is the exchange of promises; one party must show that he/she has bought the other party's promise either by doing some act in return for it or by offering a counter-promise Gabby in 2007.

### 3.3.2 .Contrastive Study of Modal Verbs

	In English	In Arabic
<b>Advice</b>	Had better Should Ought to Must	ينصح يستحسن
<b>Necessity</b>	Must Should Ought to Had to Need to	/ / ينبغي / من
<b>Capacity</b>	Can Could	يستطيع / يمكن / باستطاعته / بإمكانه
<b>Probability</b>	Can Could May Might Must	/ / / / / / / / / /
<b>Possibility</b>	Can Could Might May have	/ / /
<b>Offer</b>	Can Could	أيمكنني / أستطيع:
<b>Suggestion</b>	Shall	بإمكاني / باستطاعتي / يمكن
<b>Ability</b>	can" and "could	يستطيع / يمكنه / باستطاعته / بإمكانه
<b>Intention</b>	Would, will, plan to and hope to	

<b>Obligation</b>	ought to, should and shall Be to and need to	يجب/يتعين/يتحتم/ينبغي/من الواجب
<b>Permission</b>	"may" " can" "get to "and "could	/ /
<b>Command</b>	shall”	يجب أن, ينبغي عليك
<b>Request</b>	", "could ", "and "would	,
<b>Promice</b>	Will	/

**Table2:** modality between English/Arabic.

***-a-The Common Points***

There are no common points but modal verbs in English and Arabic share the same functional meanings in several context which due to the lack of the equivalence in the Arabic language.

***-b-The Different Points***

\*Many of the modals have more than one meaning, this may cause difficulties when Arabic equivalents do not exactly found.

\*Arabic does not distinguish between " must" and" have to" because both are rendered in Arabic as:

\*The distinctions between "can" and "could "may create difficulties for the Arabic speaker:"will" and "can "imply a definite possibility, in other hand "would" and "could "imply conditions contrary.

\*For equivalents of "may" ,"can", "will" and "shall", Arabic uses a non –past form in all cases ,but certain situation in English call for a past tense form: might , could ,would ,or should.

\*Appropriate use of "not", the main problem lies in learning when "not" can be reduces, after many modals like :( would, can, will.etc) .not is often reduced (wouldn't, can't, won't, etc).



\*May is never reduced (may not).Arabic speakers are not familiar with vowel reduction as it occurs in English, and are likely to use the full form in all cases.

### **Conclusion**

This chapter consists the methodology that will deal with it in the forth chapter too practical part of our research and the corpus that we have mentioned above "contract". In addition to that we have selected some similarities and differences both in English and Arabic language that help us to make an analytic study for the purpose of the practical part, also to simplify for the reader the plan that guides us through the last chapter.

## **Chapter Fourth**

### **Corpus Analysis**

#### **Introduction**

After the theoretical part, we finally reached the practical part which is the last part in our thesis, after the selection of modal verbs from some samples of contracts, here are the data collection, then the corpus results as well the data analysis in which we are going through this data to fulfill our hypothesis and realize within the final finding.

**4.1.Contract General Sample**

Date: \_\_\_\_\_ proposal number:\_\_\_\_\_

First party\_\_\_\_\_

Second party\_\_\_\_\_

This agreement made and executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between:

The first party hereinafter referred to as \_\_\_\_\_

And

The second party hereinafter referred to as \_\_\_\_\_

The first herby declares that the second has examined the property and shall be deemed to have completely and legally satisfied himself as to the condition.

The total consideration shall be One Billion (1,000,000.00) DZ, Algerian Currency,

This is the entire agreement. Each party agrees on what is stated above, and both realize that this is a binding contract between the parties, their success and personal representative. This agreement will be enforced by state of \_\_\_\_\_

**INWITNESSWHEREOF**,the parties have hereunto affixed their signatures, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_, Algeria.

Signature:

First party

The second part

## **4.2. Data Collection**

Now we come closer into the main part for translation reality. We have chosen several samples of translated contracts from English into Arabic from many sources in order to conduct an experiment, and guide us through our hypothesis.

We have chosen several different kinds of contracts: employment contract for an unspecified period, lease contracts, work contracts, purchase contracts, sale contracts and maintenance and service contracts from sources and books such as: (*translation of contracts by Mahmud Muhammad Ali Sabrah, 2003*).and(*the legal translator at work: Arabic/English legal translation, a practical guide, by Basil Hatim, Ron Buckley, 1995*) ,agencies (*Uni Lang-center*)and (*official office of translation*).

Our analysis of the corpus is the selection of modal verbs in the English legal texts, as well their translation in the target text.

## **4.3. Hypotheses**

Especially, when we are translating into Arabic the majority of modal concepts in legal texts do not have an exact equivalence in the target one. These create a divergence for translator.

## **4.4. Data Analysis**

### **4.4.1. Data Analysis-1**

Arabic legal language like English legal language has its own technical terminologies (Emery 1989). Modality in Arabic is classified as syntactic features, and usually expressed by lexical verbs and preposition...etc.

After the collection of contracts and comparison of these modal verbs '*should, shall, must, may, might, will, would, can, could, need*' within the corpus the analyze of the results is as follow:

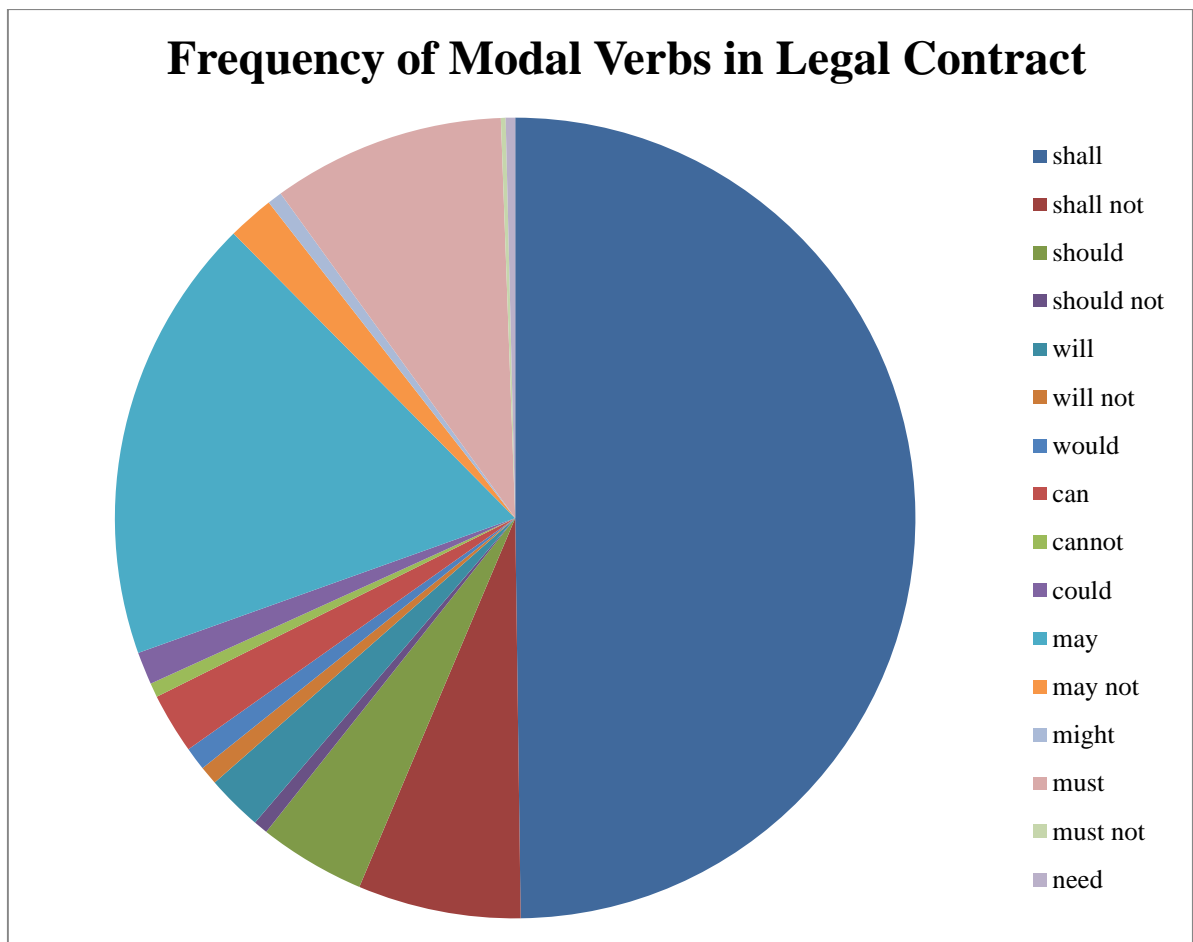
The first thing that attracts us is the significant different numbers of the occurrences of the modal verbs; especially the verb *shall*; it occurred 265times out of 532modalverbs in total which represents almost49,81%of the occurrence, *shall* is the most dominant modal verb in the legal English. The second rank is *May*; it occurred 96times out of 532, too accounting for most than18,05%of all occurrences. On the other hand, the third most common use modal verb *must*occurred50times, too the rest of modals are those occurred in a few time. In addition to that they are used in both voices the active and the passive one, in the active voice the modal verbs occurred 339times and accounting for most than63,72%, as well the passive voice occurred 193 times and accounting for most than 37,33%; but generally the former is the most significant in the legal English texts.

Here below we have a table shows an overall results of the analysis; the first column indicates the frequency of each modal verbs that numbered in the corpus, the second indicates its percentage, the third and the forth one indicates the use of them in the active and the passive voice.

<b>Modal Verb</b>	<b>Frequency</b>	<b>(%)</b>	<b>Active Voice</b>	<b>Passive Voice</b>
<b>Shall</b>	265	<b>49,81%</b>	155	110
<b>Shall not</b>	35	6,58%	20	15
<b>Should</b>	23	4,32%	16	7
<b>Should not</b>	3	0,58%	2	1
<b>Will</b>	12	2,26%	4	8
<b>Will not</b>	4	0,75%	2	2
<b>Would</b>	5	0,94%	4	1
<b>Can</b>	13	2,44%	7	6
<b>Cannot</b>	3	0,58%	1	2
<b>Could</b>	7	1,32%	4	3
<b>May</b>	96	<b>18,05%</b>	81	15
<b>May not</b>	10	1,88%	5	5
<b>Might</b>	3	0,58%	2	1
<b>Must</b>	50	9,40%	34	16
<b>Must not</b>	1	0,19%	1	0
<b>Need</b>	2	0,38%	1	1
<b>Total Amount</b>	<b>532</b>	<b>100%</b>	<b>339</b> <b>(63, 72%)</b>	<b>193</b> <b>(36, 28%)</b>

*Table 03:* the overall results.

## Frequency of Modal Verbs in Legal Contract



**Chart 01:** The frequency of occurrence of individual modal verbs in the corpus.

### ***-a- Shall***

The most particular use of *shall* in legal language is to express obligation or command. It occurred 265 times out of 532 modal verbs, *shall not* occurred 35 times. However, *shall* is more misused modal verb in legal language. As well as it is the most common one in the legal texts and drafters documents where many lawyers find difficulties in using *shall* in legal context because it can be expressed in the following ways as:

*Firstly*, the possible use of *shall* in the present legal language is to impose a duty on an inanimate object. They suggested that *shall* should be replaced by *must* to express the imperative. *Secondly*, also, *shall* was suggested to be replaced by *will* to express the future.

The replacement of shall by must and will do not constitute any change of meaning but can affect the legalistic of the text, we find some verbs with shall as: in active voice: notify, assign, terminate, pay, apply, release, occur, constitute, mean, give, excuse, have the right to etc..... In passive voice: deemed, paid, held, vacated, dated, entitled, terminate, delivered, executed, governed, obligated... etc.

#### **-b-May**

*May* is the second most frequent modal verb in the analyzed corpus; it is also one of the most common modal verbs in legal English in the corpus, it occurred *96times* out of *532 modal verbs* in total. *May not* also occur *10times*, *might* occur *3times*, *May* is used to express possibility and permission. We also find some verbs with *May* as: in active voice dispose, arise, take, have, terminate.....etc. in passive voice as: altered, amended, changed, modified, terminate, required, entitled, executed.....etc.

#### **-c-Must**

*Must* is the third frequent modal verb in the corpus, it expressed obligation or necessity, probability and prohibition in negative form.

In legal language *must* used to assert the existence of an obligation .*Must* also according to Bryan Garner the appropriate word in a consumer contract for the party that lacks the bargaining power. *Must* occur *50 times*, *34* in the active voice and *16* in the passive voice. *Must not* in other hand occurred only *once* in the active voice. It comes with the following verbs: pay, provide, and maintain...etc. in the passive voice: write, warrant, include...etc.

#### **-d-Should**

*Should* is rarely used in legal texts, it can be replaced by "*ought to*" it has the meaning of necessity, obligation and duty, it is used with moral obligation rather that legal obligation, it occurred *23time* in the whole.

#### **-e-Other Modal Verbs**

According to the overall result in the above table, we notice clearly that *shall*, *may*, *should* and *must* score the highest percentages among other modal verbs. They reach the level



of 81, 58%.all the other modal verbs score only 18, 42%of all occurrences. These are: *can*, *could*, *will*, *would*, *will not*, *cannot* and *need*.

In the previous corpus, modal verb *can* was used thirteen times, seven in active voice and six in passive one ,*could* occur seven times four in active voice and three in passive voice ,*will* used twelve times ,four in active voice and eight in passive voice ,*would* occur five times ,four in active voice and only once in passive voice ,*will not* used four times, twice in active voice and twice in passive voice ,*cannot* used three times once in active voice and twice in passive voice ,*need* used twice times, once in active voice and once in passive voice.

#### 4.4.2.Data Analysis-2

##### -a-*Shall*

ومن الأفضل عند ترجمة الصيغ المسبوقه بكلمة "shall" ما لم يقتض سياق النص غير ذلك هو يترجم الفعل في زمن يترجم صيغة "(يجب) على فلان يفعل" حتى لا يصبح العقد مجموعة من الأوامر ويفقد مغزاه بوصفه مجموعة من الالتزامات المتفق عليها. (27).

The first modal verb to be analysed is *shall*, actually is the most frequent English modal verb, it appeared in the sample corpus 265 times on the whole, in order to see how it is translated into Arabic, *shall* was analyzed in different occurrences and in the popular translation *shall* is approximately fully omitted and takes present simple form in the Arabic translation as in:

Ex1: The life insured shall pay to the assurance society every subsequent premium in due time.

يدفع الشخص المؤمن عليه إلى شركة التأمين كل قسط .

Ex2: The employer shall indemnify the contractor against all claims, damages, costs, charges and expenses resulting from any act or neglect of the employer.

يعوض صاحب العمل المقاول عن كل المطالبات والأضرار والتكاليف والمصاريف والنفقات التي تنشأ عن أي عمل أو إهمال من جانب صاحب العمل.

*Shall* was translated in some cases as a typical Arabic equivalence of modal verb 'يجب' and 'يلتزم' as in:

Ex: Tenant shall pay the rent not later than the fifth day of each month.

يجب على المستأجر دفع الأجرة في موعد غايته الخامس من كل شهر.

Ex: The Company *shall* pay the employers salary at the end of each month.

تلتزم الشركة على دفع مستحقات العمال عند نهاية كل شهر.

*Shall* also has translated as Arabic preposition 'and' عليه 'as in:

Ex: Auditor *shall* notify the bank in writing of any mistake or violation.

على مراقب الحسابات أن يخبر

Ex: And *shall* observe the rules and regulations of the landlord with respect to the making of the alterations.

و عليه التقيد بالقواعد والنظم التي يطبقها المالك بالنسبة للتغييرات

### **-b-May/Might**

The modal verb may and its past form might are translated and replaced by synonyms and took different form of modality in the Arabic translation. It appeared in the sample corpus 96times on the whole. In all cases was translated by 'يجوز'، 'يجوز':

Ex: The United Nations *may* hold fund, gold, or currency of any kind.

يجوز للأمم المتحدة أن تحتفظ بأموال وذهب أو أي عملة من أي نوع.

Ex: The minister of petroleum *may* inter into concession agreements with foreign companies for petroleum exploration.

يجوز لوزير البترول أن يبرم اتفاقيات مع شركات أجنبية للبحث عن البترول.

And also in other case by using ' as in:

Ex: The landlord *may* enter the dwelling without tenant's consent in case of emergency.

للمالك أن يدخل السكن بدون موافقة المستأجر في حالة وقوع

In the passive form, it takes the form *may be* and translated as in:

Ex: Any sum payable under subsection (9) above *may be* recovered from the landlord by withholding of any sum due from the secretary state.

يجوز استرداد مبلغ يدفع بموجب القسم 9 أعلاه من المالك عن طريق حجب مبلغ مستحب من وزير الدولة.

And it can translate as in:

Ex: This contract shall come into effect as of 20/12/1977 and *maybe* terminated by either of the two parties.

يصبح هذا العقد ساري المفعول اعتبارا من يوم 20.12.1977 ويمكن إنهائه من قبل الطرفين.

*May* also translated in the following legal expression:

As *may be* provided in.

حسب ما ينص على ذلك في.

As *may be* necessary.

*May* also translate by the Arabic article as in:

Ex: The second party's qualifications or which work he may become qualified.

يعهد على الطرف الثاني بأي عمل آخر يتفق مع طبيعة مؤهلاته وان يصبح أهلا.

*May not* was translated *لا يحق ولا يجوز* as in the following examples:

Ex: This agreement *may not* be altered, amended, changed, or modified unless the same shall be agreed in writing and signed by the party to be changed.

لا يجوز تعديل هذا الاتفاق بشكل جوهري أو ثانوي أو تغييره تحويره ما لم يتم الاتفاق على ذلك كتابيا ويوقع من الطرف الذي سيتحمل مصاريف ذلك.

Ex: The second party *may not* pursue any other work or activities in the interests of another party.

لا يحق للطرف الثاني مزاوله أي عمل ونشاطات أخرى لحساب الغير.

### **-c-Must**

*Must* is semantically the strongest out of all modal auxiliaries. And denotes obligation directly expressed by the writer. It occur *50times* on the whole; it was translated into Arabic by: يجب, من الواجب, قد, يتوجب, ملزم

To expressed different meaning:

*Must* was translated by: to show probability as in:

Ex: This contract is done in Arabic and English and each of two parties must retain a copy after reading and signing it.

حرر هذا العقد باللغتين العربية والانجليزية وقد احتفظ كل من الطرفين بنسخة منه بعد قراءتها والتوقيع عليها.

*Must* was translated by يتوجب to show necessity as in:

Ex: The second party shall be responsible to the first party for his conduct and professional behavior and must respect the orders and instructions.

يكون الطرف الثاني مسؤول أمام الطرف الأول عن سلوكه ويتوجب عليه احترام الأوامر والتعليمات.

*Must* was translated by to show obligation as in:

Ex: The second party is obliged to respect the internal regulations.

إن الطرف الثاني ملزم باحترام الأنظمة الداخلية.

The negative form *mustn't* does not mean lack of obligation, it occurred three times of the whole. It expresses the meaning of Prohibition (negative form), as in:

Ex: The lessee must not renew the contract before the expiry of the period of the lease.

يمنع على المستأجر تجديد عقد الإيجار قبل انتهاء مدة الإيجار.

The modal *must* has no past tense form; this does not mean that there is no way to express *must* in the past tense, but there is a common construction to do so is: *have to*, namely *had to*.

Ex: The lessee had to obtain written receipt from the lessor.

تلام وصلا خطيا من المؤجر.

### **-d-Should**

*Should* is the weaker modal meaning than *must* and it does not express necessity; it was translated as the following:

*Should* was translated by يستحسن , ينصح in order to show advisability as in:

Ex: The ministry should postpone the normal leave of the contracted party provided that the period of postponement shall not exceed five months of the new contract year.

يستحسن من الوزارة تأجيل حصول المتعاقد على إجازته العادية على ألا تتجاوز مدة التأجيل خمسة أشهر من السنة الجديدة

*Should* was translated by ينبغي in order to show the meaning of obligation as in:

Ex: If one of the two parties does not wish to renew the contract this party should notify the other party of this in writing.

إذا لم يرغب أي من طرفي العقد تجديده تحتم عليه إخطار الطرف الآخر بذلك كتابيا.

### **-e-Other Modal Verbs**

Modal auxiliaries *can, cannot, could, will, will not, would and need*.

*Can* and past form (*could*) and its negative form (*cannot*) did not used many times in the contracts, it was translate into Arabic by , لا يستطيع , باستطاعته , بإمكانه من as in:

Ex: The contractor can extend the sick leave in case the illness or injury prevents him from performing his work.

يستطيع المتعاقد تمديد فترة الإجازة المرضية في حال منعه المرض أو الجرح من أداء عمله.

Ex: The contractor cannot take a sick leave and the injury and illness occurs while he is on normal leave.

ليس بوسع المتعاقد الحصول على إجازة مرضية عند تعرضه لحادث أثناء إجازته العادية.

Ex: The contract could be renewed if the lessee has received the rent property free from all faults.

من المحتمل تجديد العقد إذا استلم المستأجر المأجور سالما من كل عيب.

Will , will not are express the future meaning in English as well as in Arabic , but would the past form is to indicate the future time in the sentence that is in the past as in:

Ex: All notices will be sent by register post or telex to the addresses specified in this agreement.

سترسل كل الإخطارات بالبريد المسجل أو التلكس إلى العناوين المحددة في هذا الاتفاق.

The quasi modal need is rarely used in legal texts.

## Conclusion

Modal verb	The Common used Equivalence in Arabic
<b>Shall</b>	<p>The modal verb shall in the analytic corpus "contract" was commonly translate as follows:</p> <p>*Shall usually omitted and translated present form.</p> <p>يجب* يلتزم عليه 'and'</p>
<b>May</b>	<p>The modal verb "may" inthe analytic corpus was commonly translated as follows:</p> <p>لا يحق ولا يجوز*</p> <p>*</p> <p>*</p> <p>*</p> <p>يجوز*</p>
<b>Must</b>	<p>The modal verb "must" inthe analytic corpus was commonly translated as follows:</p> <p>يجب , من الواجب , قد , يتوجب , ملزم</p>
<b>Should</b>	<p>The modal verb "msust" inthe analytic corpus was commonlytranslated as follow:</p> <p>يستحسن ينصح: يتحّد ينبغ</p>
<b>Can</b>	<p>The modal verb "can" inthe analytic corpus was commonly translated as follows:</p> <p>طبع , بإمكانني , , استطاع , باستطاعته , بإمكانه , من المحتمل لا استطيع:</p>
<b>Will</b>	<p>The modal verb "will" inthe analytic corpus was commonly translated as follows: ,</p>

<b>Need</b>	The quasi modal verb "need" in the analytic corpus was commonly translated as follows: يتطلب
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*Table 04* : finding.

## General conclusion

to sum up context is essential to determine the intended meaning of translating English modals into Arabic. The translation of some English modals into Arabic differs from one text to another. Furthermore some translators used different translation to express the same context. Undoubtedly the student will confuse in translating these modal verbs as Quirk mentioned that on his book through instances. By the way legal translation should be done only by skilled professionals trained in the field of legal translation

We believe that my thesis has provided some valuable facts both in the field of theory and practice. The practical part of our thesis has confirmed our hypothesis stated at the beginning of this dissertation, in which we claimed that modals in English are *grammatical auxiliaries*, in Arabic they are mostly *lexical*, and hence a variety of lexical items are used to express the meaning of a single English modal auxiliary. We conclude that there is no one to one equivalent between English and Arabic as in the following finding:

### -a- Shall

The translators generally did not use the same translation of the modal *shall*, despite of the same modal function occurred as well, the same context.

The modal verb shall was mostly omitted.

The translators express the obligation by using: **يجب** and **وعليه:**

In any circumstances the Reuters shall be liable of damages.

ظرف من الظروف رويترز يجب

In the same context also expressed it by: **ملتزم**, يلتزم

### -b- Should

It is the past form of *shall*, it was translated as: **يتحت**, ينبغي

Too was translated by: **يجب:**

### -c- May

The modal verb *may* its meaning differs from one context to another.



In possibility context the translators translated it as: but in the same context was translated as:

In other hand, the translators used the modal verb *may* to express permission by using: يجوز, يحق :

The company may change the prices after informing the costumer.

يحق للشركة تعديل . العميل .

As well they used *يمكن*, *يستطيع* to express the same context.

The costumer may refuse the increasing of prices.

يمكن للعميل رفض زيادة .

It was translated as : in the context ,and also translated *يجوز* و*يحق* in the same context.

#### **-d-Must**

*Must* has the same Arabic translation of the modal verb shall because 55t was translated as :

عليه , يجب , من الواج , يتوجب ,

*Must* was translated as : يجب:

But it also translated as : عليه أو ملزم in the same context.

The costumer must inform the company about the new location.

على العميل الشركة بالموقع الجديد.

And translated by: يتوجب:

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## مقدمة

تهدف هذه الدراسة إلى مناقشة مشكلة ترجمة الصيغية بين الإنجليزية والعربية باعتبار أن اللغة الإنجليزية تعتمد على وجود هذه الأفعال بعكس اللغة العربية التي لا يوجد لها مقابل.

كما يهدف هذا البحث إلى تحليل عينات عديدة من عقود قانونية باعتبارها احد المصادر التي يستعمل فيها هذا النوع من الأفعال لكي نتحقق من ترجمتها للغة الهدف لذلك فقد اخترنا ترجمات بالعربية لأكثر الأفعال شيوعا في هذا المجال.

وتعتمد فرضيتنا على حقيقة أن لا يوجد مكافئ لهذه الأفعال في اللغة العربية بسبب ندرة استعمالها في القواعد النحوية العربية إضافة إلى أن الصيغية في اللغة الإنجليزية عبارة عن أفعال مساعدة أما في اللغة العربية فهي عبارات معجمية تختلف طبيعتها من سياق لآخر ,وينقسم هذا البحث إلى جزئين: جزء نظري وجزء تطبيقي.

تتضمن الدراسة النظرية أهم خصائص الصيغية بين اللغتين وذلك لغرض مقارنتهم في الفصل التطبيقي و تتركز الدراسة التحليلية لهذا البحث بشرح أنواع الصيغية وترجمتها من اللغة المصدر إلى اللغة الهدف لهدف مقارنة أوجه الشبه وأوجه الاختلاف في معنى الصيغية بين اللغتين.

الهدف الأساسي لهذا البحث يتضمنه الجزء التطبيقي وذلك باختيار عينات من عقود قانونية مترجمة من الإنجليزية إلى العربية لغرض تحليل واستخراج ترجمات مختلفة للصيغية لمقارنة الترجمات واكتشاف المشكل الذي تبني عليه فرضيتنا و قد تم اختيار هذه العقود من عدة مصادر أهمها: الانترنت والمكتبة ومكاتب خاصة بالترجمة القانونية.

وتكتسب ترجمة العقود أهمية خاصة نظرا لاتساع قاعدة المتعاملين مع العقود من ناحية, وتنوع الأنشطة التي تشملها العقود من ناحية أخرى, فضلا عن تزايد الاتصال والتعاون بين الدول ,حكومات وأفراد, وما يصحب ذلك من تزايد الحاجة إلى ترجمة العقود في مختلف المجالات.

## الفصل الأول: الصيغية و اللغة القانونية

يعتبر هذا الفصل فصلا بدائيا باعتباره فصل تمهيدي لهذا البحث, ويتضمن عدة عناصر منها:

### أولا: تعريف الصيغية

يمكن أن تعرف الصيغية على أنها طريقة بحيث يؤهلها المعنى لعكس حكم المتكلم بإمكانية التعبير عن الحقيقة.

تتضمن اللغة الانجليزية العديد من الأفعال منها ما يعرف على انه فعل مساعد أو أفعال تامة عادية وأخرى تسمى أفعال

مساعدة صيغية والتي هي موضوع بحثنا وتنقسم العوامل التي تعيق المعنى إلى قسمين:

1- التي تعبر عن الإذن والالتزام باعتبارها ذاتية في الإنسان.

2- الإمكانية والضرورة والتنبؤ والتي تتضمن آراء الإنسان.

واستنادا لهذين النوعين فانه يمكن التعبير عن هذه الأفعال بطريقتين: عن معنى الإذن (الذاتية) وأخرى (خارجية) تعبر عن الإمكانية.

إن استعمال هذه الأفعال هو أكبر إشكالية في قواعد اللغة الانجليزية وأيضا في الترجمة القانونية ويختلف إيجاد معنى هذه

الأفعال من نص إلى آخر مما خلق صعوبة في إيجاد ترجمات لهذه الأفعال على سبيل المثال:

*"The battle for the leadership of the Tory party may be finally over, but the winner now faces a far more challenging task".*

" المعركة على زعامة حزب المحافظين قد تكون في النهاية أكثر، لكن الفائز يواجه الآن مهمة أكثر صعوبة بكثير".

خمسة من الطلاب ترجموا may be باستخدام: "ربما انتهت, ربما قد انتهت, ربما تنتهي". وفي هذا المثال فقد فشلوا باكتشاف معناها البلاغي.

### الصيغية في اللغة البشرية

الصيغية هي فئة من المعنى اللغوي لها علاقة مع التعبير عن الإمكانية والضرورة.

و هي أيضا فئة لغوية عالمية تتطلب التحليل والمقارنة؛ من ناحية كما تتطلب تتبع البحث عن حالات الفقدان وعدم التطابق بين النصوص القانونية والترجمات بين اللغة المصدر واللغة الهدف باعتبار أن هذه الترجمات هي تعبيرات صيغية . لذلك، ينبغي التعبير عن هذه المفاهيم بطريقة أو بأخرى في أي لغة والتعبير عن الأفكار والمفاهيم المماثلة في لغات مختلفة، و بالتالي فإنه يمكن تحديد الترجمة بين العربية والإنجليزية - وخاصة في النصوص القانونية - التي تتطلب اهتماما خاصا. و في هذا الصدد،ليون " (1977 : 791 ) . يدعم هذه الحجة : " إن الغموض الذي وجد في الجمل التي تحتوي على "must' and 'may" تم العثور على أحكام قابلة للمقارنة، في لغات أخرى.

وهذا الافتراض بوجود الصيغية مع الصعوبات المصاحبة لها في معظم اللغات، فالعربية ليست مستثناة بعبارات أكثر تحديدا، فالعربية مثل اللغة الإنجليزية لديها تعبيرات صيغية تؤهلها على الرغم من أن اللغتين تختلفان في إعمال هذه الفئة.

ويستند هذا الافتراض على اثنين من الافتراضات الأخرى . أولا، المفهوم الدلالي للصيغية هو شائع في الخطاب الإنساني عامة والقانونية على وجه الخصوص. الثانية، يجب أن توجد هذه المفاهيم بطريقة أو بأخرى في اللغة.

إن وجود الاختلاف في إدراك الصيغية بين اللغتين الانكليزية والعربية، لا بد أن يكون هذا الموضوع مصدرا للصعوبة لمن يترجم بين اللغتين الانكليزية والعربية، وخاصة لأولئك الذين يعملون على النصوص القانونية في هذه اللغات.

## الترجمة القانونية

الترجمة في عملية استبدال معنى النص من اللغة المصدر إلى اللغة الهدف وتشمل العديد من المجالات و على هذا الأساس فان الترجمة القانونية تعرف على أنها عملية ترجمة النصوص المستخدمة في إعداد القانون ويجب على المترجم القانوني أن يكون على علم بموضوع النص الذي سترجم وان يكون قادرا على إتقان اللغتين المصدر والهدف.

وفقا ل Sarcevic 1997 فان الترجمة القانونية تصنف إلى معايير مختلفة:

1 . ترجمة المعاهدات المحلية و المعاهدات الدولية.

2 . ترجمة الوثائق القانونية الخاصة.

3 . ترجمة الأعمال العلمية القانونية.

4 . ترجمة السوابق القضائية.

كما هو معروف أن لغة النص تشكل صعوبة خاصة بما يتعلق بطبيعة القانون و اللغة التي يستخدمها القانون و الاختلافات المرتبطة به والتي وجدت في التواصل بين الثقافات و بين اللغات في ترجمة النصوص القانونية واللغوية.

كاو في سنة 2007 صنف اللغة القانونية فيما يتعلق بطبيعة استخدامها إلى ثلاث أقسام وهي : المعيارية ، الأدائية والتقنية .

يستعمل المترجمون المحترفون فقط لغة متخصصة في الترجمة القانونية وفي ترجمة الوثائق القانونية. ومن سوء التفاهم الذي

مر في العقد، على سبيل المثال، يمكن أن يؤدي إلى دعاوى القضائية و خسارة من المال.

تعتبر الترجمة القانونية أيضا نوع فرعي من الترجمة المتخصصة، لذلك ينبغي أن تكون الوثائق باللغة الهدف مع نفس الصلاحية القانونية و اعتبارا من الوثائق في اللغة المصدر، وهذا يعني عند ترجمة النص ضمن مجال القانون، ينبغي للمترجم أن يتقن النص المصدر من النظام القانوني بالطريقة التي تناسب تلك الثقافة وهذا ينعكس في اللغة القانونية وبالمثل، فإن النص الهدف الذي يقرأ من قبل شخص غير مطلع على نظام القانون ولغته، فالنصوص القانونية تختلف على نطاق واسع من التصنيفات اعتمادا على طبيعتها الوظيفية . ويمكن رؤية الإنجليزية القانونية على أنها تتكون من عدة أنواع من الكتابة، اعتمادا على وظيفتها التواصلية؛ هناك ثلاثة أنواع مختلفة من الكتابة القانونية وهي:

( أ ) النصوص الأكاديمية والتي تتكون من مجلات البحوث الأكاديمية و الكتب القانونية.

( ب ) النصوص القانونية التي تغطي الأحكام القضائية أو تقارير قانونية. ( ج ) كتابات تشريعية أو قانونية تتألف من القوانين الصادرة عن البرلمان، والعقود، والمعاهدات، ولها عدة جوانب مختلفة.

## أما الفصل الثاني فقد تمحور حول: الصيغية بين العربية والانجليزية

كما عرفنا سابقا الصيغية في اللغة الإنجليزية فإنها في اللغة العربية لا يوجد لها مكافئ من المهم أيضا أن نذكر أن اللغة

العربية تفتقر إلى الفروق الدقيقة في المعنى و نقلها إلى الإنجليزية ، وهناك فروق بين هذه الكلمات العربية ، لكنها ليست واضحة

كما هو الحال في اللغة الإنجليزية ، و في اللغة الإنجليزية تنقسم إلى ثلاث أنواع: *dynamic, deontic, and epistemic*.

**Epistemic-1- (Advice) , Evidential Modality (Probability ,Capacity ,Necessity )**

**Deontic-3-.(Intention ,Ability, Suggestion, Offer) dynamic-2-.(and Possibility**

**(Promise Request Command ,Permission Obligation)**

أما في العربية فتتنقسم إلى ما يلي:

**1-الأفعال:** يرجح, يحتمل, يمكن, يجزم, يجب, يتوجب, يلزم, يتحتم, يتعين, ينبغي. ينصح, يستحسن.

-2- شبه جملة (جار ومجرور): من المرجح, من المحتمل, من الواجب, من الممكن, من الجائز, باستطاعته, بإمكانه, في وسعه, بمقدوره .

-3- ظروف: ربما, لعل, عسى .

-4- جمل اسمية: لاشك, لا ريب, دون شك, لا محالة, لا ريب, لا بد.

-5- صيغ مقارنة: أغلب الظن, الأرجح.

-6- أدوات التعريف: قد.

### الفصل الثالث: المقارنة التحليلية والعقود

**التحليل التقابلي** هو فرع منهجي لعلم اللغة التطبيقي الذي يتعامل مع الوصف اللغوي لبنية اثنين أو أكثر من لغات مختلفة و مقارنتها بهدف وصف أوجه التشابه والاختلاف بينهما. يُخدم هذه المقارنة عملية الوصف لإظهار كيف تختلف اللغات في نظامهم الصوتي والبناء النحوي و المفردات و هذا النوع من التحليل يمكن استخدامه في تعليم اللغة ويمكن أن نشير إلى أن أوجه التشابه والتباين بين اللغتين موجودة عند العديد من اللغويين مثل جيمس (1981) و ورف (1941) الذين عرفوا التحليل التقابلي ودراسة مقارنة بين لغتين أو أكثر على سبيل المثال : بين العربية والإنجليزية ، وذلك بدراسة أوجه الشبه والاختلاف بينهما .

يتطلب التحليل التقابلي النقل وهو عبارة عن تداخل بين اللغات وهو تطبيق المعرفة من اللغة الأم إلى لغة ثانية وهما نوعين:

-1- **نقل ايجابي**: وهو مقارنة وحدات وبنيات لغوية من اللغة الأم مع لغة ثانية إذا أظهرت النتيجة نفس العناصر فنطلق عليه نقل ايجابي.

-2- **نقل سلبي**: يكون عندما تختلف نتيجة المقارنة بين بنيات اللغتين.

ويعتمد التحليل التقابلي على أربع مراحل:



-1- الوصف: ويتم عن طريق وصف اللغتين.

-2- الاختيار: تتم عن طريق اختيار بعض البنود للمقارنة.

-3- المقارنة: إيجاد العناصر المتشابهة والمختلفة.

-4- التوقع: مواقع الأخطاء التي يمكن أن تحدث.

### العقود:

هي اتفاقيات بين طرفين أو أكثر لتبادل العروض في حالة معينة لأغراض محددة ويتم تعيين الإجراءات القانونية التي يتعين القيام بها أو التي لم تؤدي في الأحكام الموضوعية في شكل التزامات ، الجوازات والتصاريح و المنع ، وكلها قابلة للتنفيذ بموجب القانون ( Sarcevic 2000:133، 134 ) .

ويتشكل العقد القانوني من هذه العناصر الأساسية:-1- العرض -2- القبول الموافقة على شروط العرض.

-3- الغرض القانوني(السبب) / الهدف-4- مشاركة الالتزام -5- تأكيد موضوع الاتفاق -6- المقابل -7- كفاءة الطرفين.

### أوجه الشبه وأوجه الاختلاف بين اللغتين العربية والإنجليزية:

#### أوجه الشبه:

لا توجد نقاط مشتركة ولكن الأفعال في اللغة الإنجليزية والعربية تشترك في نفس المكافئ الوظيفي في العديد من السياقات ويرجع ذلك إلى عدم وجود التكافؤ في اللغة العربية.

#### أوجه الاختلاف

\* العديد من هذه الأفعال لديها أكثر من معنى و احد، وهذا قد يسبب صعوبات في اللغة العربية.

\* العربية لا تميز بين " *must* " and " *have to* " ليتم تقديمها باللغتين العربية على النحو التالي: لا بد

\* الفرق بين "can" and "could" قد يخلق صعوبات للمتكلم العربي "will" and "can" يعني احتمال واضح ، في ناحية أخرى "would" and "could" تعني الشرط العكسي.

\* لكي نجد التكافؤ بين "shall" "will" "can", "may" ، تستخدم العربية شكل الأفعال المبنية للمجهول في جميع

الحالات، ولكن في حالة اللغة الإنجليزية تستعمل شكل الفعل الماضي. *Might, could, would, should.*

\* الاستخدام الملائم للأداة "لا الناهية"، هو المشكلة الرئيسية في التعلم عندما يمكن اختصار الأداة "لا" ، بعد العديد من الأفعال الصيغية مثل: (*would, can, will. Etc*) يتم غالبا اختصارها (*wouldn't, can't, won't, etc*).

لا يمكن اختصار أبدا *May* ب *May not* لان الناطق العربي ليس على دراية كاملة بحرف العلة الذي يحدث في اللغة الإنجليزية.

## الفصل الرابع: المدونة والعقود

بداية بهذا الفصل سنتقوم بطرح هذا النموذج من العقود لتمكين القارئ من اخذ فكرة مبدئية عن مدونة بحثنا.

التاريخ ..... الرقم: .....

الطرف الأول.....

الطرف الثاني:.....

حرر هذا العقد في يوم..... الموافق.....سنة. .... بين كل من:

الطرف الأول المشار إليه فيما بعد أ:.....

و

الطرف الثاني المشار إليه فيما بعد ب:.....

صرح الطرف الأول أن الطرف الثاني وافق على الشروط, و قد عاين الملكية, و نشأ العقد وفقا للقانون.

سيكون السعر 1000000000 دينار جزائري.

الإمضاء:.....

الطرف الثاني:

الطرف الأول:

بعد كل ما أنجز في الجزء النظري، قررنا أن نطبق فرضيتنا على عينة من العقود القانونية فقد قمنا بجمع كل أنواع الأفعال المساعدة الصيغية الموجودة في مجموعة من العقود المختارة في هذا الصدد مثل: ترجمة العقود محمود محمد علي صبره 2003 و المترجم القانوني في الميدان دليل عملي في الترجمة القانونية من العربية إلى الإنجليزية ، وتحديد نسب وجود كل نوع على حدا . اللغة القانونية العربية مثل اللغة الإنجليزية القانونية لديها المصطلحات التقنية الخاصة بها ( إيميرلي 1989) . وتصنف الصيغية باللغة العربية إلى مميزات نحوية، و يعبر عنه في العادة عن طريق أفعال و حرف الجر... الخ.

بعد جمع العديد من الأفعال من مجموعة من العقود مثل: *should, shall, must, may, might will, would, can, could, need'* ومن ثم حللنا هذه النسب استنادا إلى عدة نصوص قانونية فوجدنا العديد من الترجمات لفعل واحد فقط وكذلك العديد من المعاني.

وقد تحصلنا على النتائج التالية:

الفعل *shall* كان بالمرتبة الأولى بنسبة 49.81% والفعل *may* بالمرتبة الثانية بنسبة 18.05% والثالث الفعل *must* بنسبة 9.40% والفعل *should* بنسبة 4.32%.

ولقد تعددت واختلقت وتشابهت الترجمات فكان كل فعل قد ترجم كالتالي:

الأفعال المساعدة الصيغية بالانجليزية	المكافئ بالعربية
Shall	الفعل المساعد الصيغي shall في مدونة البحث " العقود" ترجم كالتالي: *يحذف ويترجم كفعل مضارع. أو *يجب *يلتزم *على 'and' عليه

<p><b>May</b></p>	<p>الفعل المساعد الصيغي may في مدونة البحث " العقود " ترجم كالتالي:  *لا يحق ولا يجوز  *أن  *حسب  *ربم  *يجوز</p>
<p><b>Must</b></p>	<p>الفعل المساعد الصيغي must في مدونة البحث " العقود " ترجم كالتالي:  يجب, من الواجب, قد, يتوجب, ملزما</p>
<p><b>Should</b></p>	<p>الفعل المساعد الصيغي should : " "  يستحسن ينصح  يا</p>
<p><b>Can</b></p>	<p>الفعل المساعد الصيغي "can" : " "  است , ' , استطاع , باستطاعته , بإمكانه , من</p>
<p><b>Will</b></p>	<p>الفعل الصيغي المساعد " will " :  *س, سوف</p>
<p><b>Need</b></p>	<p>شبه الفعل الصيغي المساعد "need" في مدونة البحث ترجم كالتالي:  *يتطلب</p>

## الخاتمة

الصيغية هو الأسلوب الذي يستعمل فيه المتكلم أفعالاً مثل: *can , might* وظروفاً مثل: *obvious , certainly*

للتعبير عن موقفه الشخصي في سياق لغوي محدد.

تهدف دراستنا لوصف الصيغية الوجدانية والمعرفية للغة الإنجليزية والعربية الفصحى وبيان أوجه التشابه والاختلاف بينهما.

مساعدة الطلبة الأجانب الذين يتعلمون اللغة العربية الفصيحة كلغة أجنبية على اكتساب المهارة في اكتساب التراكيب العربية عن الصيغية.

تسهيل مهمة طلبة الترجمة من اللغة الإنجليزية إلى العربية وهذا ما جسده تحليل الدراسة:

الفعل *might* يستخدم فقط للتعبير عن الصيغية المعرفية بينما بقية الأفعال المساعدة الصيغية تستخدم إما كصيغية وجدانية أو معرفية مثل: *must and may*.

في اللغة الإنجليزية يعبر عن الصيغية *modality* باستخدام التركيب النحوي مثل: الأفعال المساعدة الصيغية بينما في اللغة العربية تستخدم مثل الأحرف *قد* و*ربما* وأفعال *يستطيع* و*ينبغي*.

لا يوجد مصطلح مقابل في اللغة العربية لمصطلح: *modality /modal*.

أما مصطلح الصيغية هو مصطلح معجمي.

## Abstract

This study aims to treat the problem of translating modal verbs between English and Arabic with a particular reference to legal translation. The realization of this category in both languages constitutes a vital component in the translation process in order to achieve a high standard translation. This work considers in studying the translating of modal expressions which is found in legal text from English into Arabic. It also focuses to study theoretically the main figures of modals in English and Arabic in order to compare them in practical part. The analytic study of this work based on the theoretical framework explaining the main categories which is applying it on both languages English and Arabic by mentioning the similarities and differences between them. The corpus of the study consist the translation samples of contracts from English into Arabic to serve both source and target texts .The selection of this contract from many sources like: library, translation offices and internet. We have firstly selected modal in English contracts then comparing its translation in the target language by translators. To sum up, we conclude that there is no one to equivalence in English Arabic translation of modality, as well the modal verbs in English are grammatical auxiliaries and in Arabic are mostly lexical.

Key words: legal translation, legal text, modal verbs (English and Arabic), contracts.

### الملخص:

تهدف هذه الدراسة لعلاج مشكلة ترجمة الأفعال المساعدة الصيغية بين اللغتين الانكليزية و العربية بالاستناد إلى الترجمة القانونية. تحقيق هذا النوع باللغتين يشكل عنصرا حيويا في عملية الترجمة لكي تحقق مستوى ترجمي عال. يركز هذا العمل في دراسة ترجمة عبارات من الصيغية الموجودة في النص القانوني من اللغة الإنجليزية إلى اللغة العربية. كما يركز أيضا على دراسة نظريا أهم أنواع الصيغية في اللغة الإنجليزية والعربية من أجل مقارنتها في الجزء العملي. الدراسة التحليلية لهذا البحث تستند على الجزء النظري الذي يشرح الأنواع الرئيسية التي تطبق على اللغتين العربية والإنجليزية بذكر أوجه التشابه والاختلاف بينهما. تتكون مدونة البحث من عينات لعقود مترجمة من اللغة الإنجليزية إلى اللغة العربية لخدمة كل من اللغة المصدر و اللغة الهدف. وقد تم اختيار هذه العقود من عدة مصادر مثل: المكتبة، مكاتب الترجمة والإنترنت. بداية قمنا باختبار أفعال من عقود انجليزية ومقارنة ترجمتها إلى اللغة العربية من طرف المترجمين. في خلاصة القول يمكن أن نستنتج انه لا يوجد مكافئات مطابقة صيغية من اللغة الانجليزية إلى العربية لان اللغة الانجليزية عبارة عن أفعال مساعدة أما في اللغة العربية فمعظمها عبارات معجمية. مصطلح الصيغية هو مصطلح معجمي.

كلمات مفتاحية: الترجمة القانونية النص القانوني الافعال الصيغية (من الإنجليزية الى العربية)العقود.