Dissertation

Academic Master

Domain: Letters and Foreign Languages

Field: English Language and Literature and Civilization

Speciality: Translation and Translation Studies

Prepared by: BOUHOUN ALI Mustapha

LATI Sana

Title:

The Problem of Translating Modal Verbs from English into Arabic in Legal Texts

Publically defended

On: 05/06/2014

Before the jury:

President: Miss. Samira Sayah Lmbark

Supervisor: Mr. Ahmed Noureddine Belarbi

Examiner: Dr. Mouhamed Koudded

Academic year: 2013/2014
كلية الآداب و اللغات
قسم اللغات الأجنبية
قسم الإنجليزية

ماستر أكاديمي
الميدان: الآداب و اللغات الأجنبية
المجال: اللغة الإنجليزية و الآداب و الحضارة

إعداد: يهون علي مصطفى

 الثقافيّة لترجمة أعمال من الإنجليزية إلى العربية في النص القانوني

العقود القانونية

تم مناقشتها علنًا

05.06.2014:

الجامعة ورقة

الرئيس: سميرة السايع مبارك
المشرف: أحمد نورالدين بلعربي

السنة الجامعية: 2013/2014
Acknowledgements

First and foremost, we thank God for ever watching over us and for every little grace. We would like to express our enduring gratitude to our supervisor Mr. AHMED NOURDINNE BELARBI for his great help and precious advice.
We would like to thank also our dear parents who always provided us with unwavering moral and emotional support. Thanks to our brothers and sisters, our nieces and nephews for their unconditional love.

Heartfelt thanks to all the teachers who trained us throughout our studies.
We are thankful to our faithful friends and all those who supported us along our studies.

We would like to thank also Mr. GUEDDA Mohammed TAHAR and Mr. ALI ARRAS for their help on the internship, too Dr. KOUDED for his help in the practice part.

Lastly, I would like to thank everybody who contributes to the successful realization of this research, as well as expressing our apologies that we could not mention them personally one by one.
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. Thank you for your patience and support.

Mustapha/Sana
List of Tables

Table 01: modal auxiliaries and functions.................................26
Table 02: modality between English and Arabic........................37
Table 03: the overall results..................................................43
Table 04: finding....................................................................61

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

List of Diagrams

Chart 01: The frequency of occurrence of individual modal verbs in the corpus...44
Table of Contents

ACKNOWLEDGMENTS..................................................01

List of tables.................................................................02

Abbreviations...............................................................02

Table of content............................................................03

General Introduction .....................................................06

Statement of the Problem...............................................06

Aims of the Study..........................................................06

Hypothesis.................................................................06

Means of Research.........................................................07

Structure of the Study....................................................07

Key Words.................................................................07

Chapter one: Modality and Legal Language

-1-Introduction..............................................................08

-1-1-Definition of Modality in English...............................09

-1-2-Modality in Human Language....................................10

-1-3-Language of Law.....................................................11

-1-4- Legal Translation ..................................................12

-1-4-1-The Nature of Legal Language.................................12

-1-4-2-Characteristics of Legal Language............................14
Chapter one: Aspects of Legal Language

-1-4-3- Aspects of Legal Language .............................................15
-1-5- Types and Characteristics of Legal Text...........................16
Conclusion ......................................................................................18

Chapter two: Modality in English and Arabic

-2- Introduction ...............................................................................19
-2-1- Epistemic Propositional Modality .....................................20
-2-1-1- Evidential Modality .........................................................20
-2-2- Event Dynamic Modality .....................................................22
-2-3- Event Deontic Modality .......................................................23
-2-4- Modals Auxiliaries as Modality Realizer .........................25
-2-5- Modality in Arabic ..............................................................27
Conclusion ......................................................................................29

Chapter three: Contrastive Analysis and Contracts

Introduction ..................................................................................30
-3-1- Definition of Contrastive Analysis .....................................30
-3-1-1- Types of Transfer .............................................................31
-3-1-2- Contrastive Analysis Hypothesis (CAH) .......................32
-3-1-3- Problems of CAH Version ................................................32
-3-2- The Practical Process of Contrasting Languages ..............33
-3-3- Contracts ..............................................................................33
-3-3-1- Contracts and Law ............................................................34
3-4 - Contrastive Study......................................................36
3-4-1- The Common Points between Arabic /English Modality...37
3-4-2- The Different Points......................................................37
Conclusion..............................................................................38

Chapter Four: The Corpus Analysis

-4- Introduction........................................................................39
-4-1- Contract General Sample.................................................40
-4-2- Data Collection...............................................................41
-4-3- Hypothesis.........................................................................41
-4-4- Data Analysis.................................................................41
-4-4-1- Data Analysis 1.............................................................41
-4-4-2- Data Analysis 2.............................................................46
Conclusion................................................................................51

General Conclusion......................................................................53

Bibliography..............................................................................55

Abstract in English and Arabic
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 four 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 statues 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 indispensible 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.
- **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 ha

nd the ambiguity and vagueness are points of contention in legal context.

- **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 bed 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 layer could to 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 following 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 advocates 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

<table>
<thead>
<tr>
<th>Modal</th>
<th>Function</th>
</tr>
</thead>
<tbody>
<tr>
<td>Can</td>
<td>To show ability</td>
</tr>
<tr>
<td></td>
<td>To suggest a possibility or give an option</td>
</tr>
<tr>
<td></td>
<td>To ask for or to give permission</td>
</tr>
<tr>
<td></td>
<td>To show impossibility</td>
</tr>
<tr>
<td>Could</td>
<td>To show past ability</td>
</tr>
<tr>
<td></td>
<td>To ask a polite question</td>
</tr>
<tr>
<td></td>
<td>To show possibility</td>
</tr>
<tr>
<td></td>
<td>To show impossibility</td>
</tr>
<tr>
<td></td>
<td>To suggest a possibility/ opportunity or give an option</td>
</tr>
<tr>
<td>Might</td>
<td>To show possibility</td>
</tr>
<tr>
<td>May</td>
<td>To ask for or to give permission (formal)</td>
</tr>
<tr>
<td></td>
<td>To show possibility</td>
</tr>
<tr>
<td>Should</td>
<td>To show advisability</td>
</tr>
<tr>
<td></td>
<td>To show obligation</td>
</tr>
<tr>
<td></td>
<td>To show expectation</td>
</tr>
<tr>
<td>Ought to</td>
<td>To show advisability</td>
</tr>
<tr>
<td></td>
<td>To show obligation</td>
</tr>
<tr>
<td></td>
<td>To show expectation</td>
</tr>
<tr>
<td>Hadbetter</td>
<td>To show advisability</td>
</tr>
<tr>
<td>Have to</td>
<td>To show necessity</td>
</tr>
<tr>
<td></td>
<td>To show lack of necessity</td>
</tr>
<tr>
<td>Modal Auxiliary</td>
<td>Function</td>
</tr>
<tr>
<td>-----------------</td>
<td>--------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Must</td>
<td>To show probability or to make a logical assumption</td>
</tr>
<tr>
<td></td>
<td>To show necessity</td>
</tr>
<tr>
<td></td>
<td>To show prohibition</td>
</tr>
<tr>
<td>Will</td>
<td>To indicate future time</td>
</tr>
<tr>
<td></td>
<td>To make a promise or to show willingness</td>
</tr>
<tr>
<td></td>
<td>To state a general truth</td>
</tr>
<tr>
<td></td>
<td>To ask a polite question</td>
</tr>
<tr>
<td>Would</td>
<td>To ask a polite question</td>
</tr>
<tr>
<td></td>
<td>To indicate a repeated action in the past</td>
</tr>
<tr>
<td></td>
<td>To indicate future time in the sentence that is in the past</td>
</tr>
<tr>
<td>Shall</td>
<td>To express the imperative form</td>
</tr>
</tbody>
</table>

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، يجب، يتوجب، يلزم، يتحتم، يتعين، ينبغي، يرد، يتعلق، يتحمل.

-2 Prepositional Phrase like: بإمكانه، بإمكان، بإمكان. في وسعه.

-3 Adverbs:

-4 Negative Nominal Expressions: لا، لابد.

-5 Comparative Expression: أغلب، أفق.

-6 Articles:

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

-1 Epistemic Modality

-1 Advice

-2 Evidential Modality

-2 Necessity

-2 Capacity

-3 Articles

These lexical possibilities, here below are expressed through these types of modalities:
-d-Probability and possibility


 مثل: من الجائز/من المفترض/من الواجب/مقدر للمواطن الجزائري التصويت لمن يجب.

-2-Event DynamicModality

-a-Offer

يمكنني/استطيع

: 

- b- Suggestion

يمكنني/استطيع

: 

-c- Ability

يمكنني/استطيع

: 

- d- Intention

, , , , , , 

: 

3-Event DeonticModality

-a- Obligation

يجب/يتقنين/يتحتم/ينبغي/من الواجب

: 

b-Permission

/ / / 

: 

-c- Command

يجب أن/ينبغي عليك

: 

-d- Request

, 

: 

إنهاء هذه القضية في أقرب وقت.

-e- Promise

/ / / 

: 

باستطاعتي/بإمكاني 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**: 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 certain.

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

- **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 formally 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.
### A Contrastive Study of Modal Verbs

<table>
<thead>
<tr>
<th>In English</th>
<th>In Arabic</th>
</tr>
</thead>
</table>
| **Advice** | Had better  
Should  
Ought to  
Must | ننصح  
يعني  
يعتقد  
يرجى |
| **Necessity** | Must  
Should  
Ought to  
Had to  
Need to | ينبغي / من  
يجب / من  
يجب / من  
يجب / من  
يجب / من |
| **Capacity** | Can  
Could | يستطيع / يمكن  
يمكن  
يمكن  
يمكن  
يمكن  
يمكن  
يمكن  
يمكن  
يمكن |
| **Probability** | Can  
Could  
May  
Might  
Must | /  
/  
/  
/  
/  
/  
/  
/  
/ |
| **Possibility** | Can  
Could  
Might  
May have | /  
/  
/  
/ |
| **Offer** | Can  
Could | يمكنني / استطيع |
| **Suggestion** | Shall | بإمكانك / بإمكانك |
| **Ability** | can” and "could | يستطيع / يمكن |
| **Intention** | Would, will, plan to and hope to |  

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 hereby 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 __________________________

IN WITNESS WHEREOF, 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-I

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 265 times out of 532 modal verbs in total which represents almost 49.81% of the occurrence, *shall* is the most dominant modal verb in the legal English. The second rank is *May*; it occurred 96 times out of 532, too accounting for most than 18.05% of all occurrences. On the other hand, the third most common use modal verb *must* occurred 50 times, 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 339 times and accounting for most than 63.72%, 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.
<table>
<thead>
<tr>
<th>Modal Verb</th>
<th>Frequency</th>
<th>(%)</th>
<th>Active Voice</th>
<th>Passive Voice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shall</td>
<td>265</td>
<td>49,81%</td>
<td>155</td>
<td>110</td>
</tr>
<tr>
<td>Shall not</td>
<td>35</td>
<td>6,58%</td>
<td>20</td>
<td>15</td>
</tr>
<tr>
<td>Should</td>
<td>23</td>
<td>4,32%</td>
<td>16</td>
<td>7</td>
</tr>
<tr>
<td>Should not</td>
<td>3</td>
<td>0,58%</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Will</td>
<td>12</td>
<td>2,26%</td>
<td>4</td>
<td>8</td>
</tr>
<tr>
<td>Will not</td>
<td>4</td>
<td>0,75%</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Would</td>
<td>5</td>
<td>0,94%</td>
<td>4</td>
<td>1</td>
</tr>
<tr>
<td>Can</td>
<td>13</td>
<td>2,44%</td>
<td>7</td>
<td>6</td>
</tr>
<tr>
<td>Cannot</td>
<td>3</td>
<td>0,58%</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Could</td>
<td>7</td>
<td>1,32%</td>
<td>4</td>
<td>3</td>
</tr>
<tr>
<td>May</td>
<td>96</td>
<td>18,05%</td>
<td>81</td>
<td>15</td>
</tr>
<tr>
<td>May not</td>
<td>10</td>
<td>1,88%</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>Might</td>
<td>3</td>
<td>0,58%</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Must</td>
<td>50</td>
<td>9,40%</td>
<td>34</td>
<td>16</td>
</tr>
<tr>
<td>Must not</td>
<td>1</td>
<td>0,19%</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Need</td>
<td>2</td>
<td>0,38%</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td><strong>Total Amount</strong></td>
<td><strong>532</strong></td>
<td><strong>100%</strong></td>
<td><strong>339</strong> (63, 72%)</td>
<td><strong>193</strong> (36, 28%)</td>
</tr>
</tbody>
</table>

*Table 03: the overall results.*
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 96 times out of 532 modal verbs in total. May not also occur 10 times, might occur 3 times, 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 23 time 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

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.

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

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

 она دفع مستحقات العمال عند نهاية كل شهر.

Shall also has translated as Arabic preposition’ ‘على’ ‘عليه’ as in:

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

على مراقب الحسابات أن يخدَّم

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

و عليه التنفيذ بالقواعد والنظم التي يطبقها المالك بالنسبة التغييرات

-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’ :

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 enter 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 مستحق من وزير الدولة.

And it can translate as:

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 1977.12.20 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  أن as in:
Ex: The second party's qualifications or which work he may become qualified.

ياعيد على الطرف الثاني بأي عمل آخر يتلق مع طبيعة مؤهلاته وإنه يصبح أهلا.

May not was translated  لا حق 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 تحويله ما لم يتم الاتفاق على ذلك كتابيا ويبقى 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 حق للطرف الثاني مزاولة 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 50 times on the whole; it was translated into Arabic by: ﯾﺠﺐ ﻣﻦ ﺳﯿﻠﺐ، ﻓﺪ، ﻓﺘﻮﺟﺐ، ﺳﻠﺰم.

To expressed different meaning:
Must was translated by: ﯾﺘﻮﺟﺐ 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: ﯾﺘﻮﺟﺐ to show obligation as in:
Ex: The second party is obliged to respect the internal regulations.

إن الطرف الثاني ملزم بحترام 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:
The lessee must not renew the contract before the expiry of the period of the lease.

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.

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

*Should* was translated by *یستحسن* in order to show advisibility 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.

*Should* was translated by *یثبت* 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.

*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 translated into Arabic by *طَبْعِيََّ, لا استطاعَُ, باستطاعته* as in:

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

Ex: The contractor cannot take a sick leave and the injury and illness occurs while he is on normal leave.
The contract could be renewed if the lessee has received the rent property free from all faults.

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.

The quasi modal need is rarely used in legal texts.
## Conclusion

<table>
<thead>
<tr>
<th>Modal verb</th>
<th>The Common used Equivalence in Arabic</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shall</td>
<td>The modal verb shall in the analytic corpus &quot;contract&quot; was commonly translate as follows: *Shall usually omitted and translated present form. *يجب على 'and'</td>
</tr>
<tr>
<td>May</td>
<td>The modal verb &quot;may&quot; in the analytic corpus was commonly translated as follows: لا يحق ولا يجوز * * * يجوز</td>
</tr>
<tr>
<td>Must</td>
<td>The modal verb &quot;must&quot; in the analytic corpus was commonly translated as follows: يجب، من الواجب، قد، يتوجب، ملزم</td>
</tr>
<tr>
<td>Should</td>
<td>The modal verb &quot;must&quot; in the analytic corpus was commonly translated as follow: يستحسن ينصح: يتحذى ينهز</td>
</tr>
<tr>
<td>Can</td>
<td>The modal verb &quot;can&quot; in the analytic corpus was commonly translated as follows: طبيعي، بإمكاني، استطاع، بإمكانيه، من المحتمل لا يستطيع</td>
</tr>
<tr>
<td>Will</td>
<td>The modal verb &quot;will&quot; in the analytic corpus was commonly translated as follows:</td>
</tr>
</tbody>
</table>
The quasi modal verb "need" in the analytic corpus was commonly translated as follows: يتطلب

<table>
<thead>
<tr>
<th>Need</th>
<th>The quasi modal verb &quot;need&quot; in the analytic corpus was commonly translated as follows: يتطلب</th>
</tr>
</thead>
</table>

*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: وعليه

In any circumstances the Reuters shall be liable of damages.

In the same context also expressed it by: ﻣﻨﺰﻢ ﻳﻠﺘﺰﻤٍ

-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:

The company may change the prices after informing the costumer.

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

The costumer may refuse the increasing of prices.

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

-d-Must

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

*Must* was translated as:

But it also translated as: in the same context.

The costumer must inform the company about the new location.

And translated by:
Bibliography

**English books**

- Susan Sarcevic. *Legal Translation and Translation Theory*. University of Rejika, Croatia.
المراجع بالعربية


- د.مشاعل عبد العزيز ألهاجري المدخل لدراسة العلوم القانونية كلمة الحقوق جامعة الكويت كلية الحقوق.

- د.عبد الفتاح مراد. الترجمة الإنجليزية لقوانين الشركات وولائحها التنفيذية وعقودها والنصوص العربية المقابلة لها.


Online references:

http://books.google.dz/books?id=xKUvDFTARR8C&printsec=frontcover&hl=fr&source=gbs_ge_summary_r&cad=0#v=onepage&q&f=false


http://www.legal-definitions.com/

http://www.forum777.com/t502-topic
مقدمة

تهدف هذه الدراسة إلى مناقشة مشكلة ترجمة الصيغة 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 أحد المصادر التي يستعمل فيها هذا النوع من الأفعال لكي نتحقق من ترجمتها للغة الهدف لذلك فقد اختبرنا ترجمات بالعربية لأكثر الأفعال شعبية 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 الصيغة في اللغة الإنجليزية عبارة عن أفعال مساعدة أمرا في اللغة العربية فهي عبارة معجمية تختلف طبيعتها من سياق لأخر وينقسم هذا البحث إلى جزئين: جزء نظري وجزء تطبيقي.

تتضمن الدراسة النظرية أهم خصائص الصيغة بين اللغتين وذلك لعرض مقارنتهما في الفصل التطبيقي وتركز الدراسة التحليلية لهذا البحث بشرح أنواع الصيغية وترجمتها من اللغة المصدر إلى اللغة الهدف لهدف مقارنة أوجه الشبه وأوجه الاختلاف في معنى الصيغة بين اللغتين.

الهدف الأساسي لهذا البحث يتمثل في الجزء التطبيقي وذلك باختبار عينات من عقود قانونية مترجمة من الإنجليزية إلى العربية لعرض تحليل واستخراج ترجمات مختلفة للصيغة لمقارنة الترجمات واكتشاف المشكل الذي تبنى عليه فرضيتنا وقد تم اختيار هذه العقود من عدة مصادر أهمها: الإنترنت والكتب ومكاتب خاصة بالترجمة القانونية.

وتعتبر ترجمة العقود أهمية خاصة نظرا لانسجام قاعدة المعاملين مع العقود من ناحية، وتتنوع الأنشطة التي تشملها العقود من ناحية أخرى، فضلاً عن تزايد الاتصال والتعاون بين الدول حكومات وأفراد، وما يصبح ذلك من تزايد الحاجة إلى ترجمة العقود في مختلف المجالات.
الفصل الأول: الصيغية واللغة القانونية

يعتبر هذا الفصل فصلاً بدانياً باعتباره فصل تمهيدي لهذا البحث، ويتضمن عدة عناصر منها:

أولاً: تعريف الصيغية

يمكن أن تعريف الصيغية على أنها طريقة تجعلها المعنى لعكس حكم المتكلم بإمكانية التعبير عن الحقيقة.

تتضمن اللغة الإنجليزية العديد من الأفعال منها ما يعترف على أنه فعل مساعد أو أفعال نامة عادية وأخرى تسمى أفعال مساعدة صيغية والتي هي موضوع بتبرع وتتقسم العوامل التي تعبد المعنى إلى قسمين:

- 1- التي تعبر عن الإذن والالتزام باعتبارها ذاتية في الإنسان.
- 2- الإمكانية والضرورة والتبوي والتي تتضمن آراء الإنسان.

وإضافة لهذين النوعين فإنه يمكن التعبير عن هذه الأفعال بطرقين: عن معنى الإذن (الذاتية) وأخرى (خارجية) تعبر عن الإمكانية.

إن استعمال هذه الأفعال هو أكثر إشكالية في قواعد اللغة الإنجليزية وأيضاً في الترجمة القانونية وخلافاً لإيجاد معنى هذه الأفعال من نص إلى آخر مما حلق صعوبة في إيجاد ترجمات هذه 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".

"المعاركة على زعامة حزب المحافظين قد تكون في النهاية أكبر، لكن الفائز بإرادة الآن مهمة أكبر صعوبة بكثير".

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 فقدان وعدم التوافق 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 وتغريب عن الأفكار والمفاهيم المماثلة في لغات مختلفة، وبالتالي فإنه يمكن تحديد الترجمة بين العربية والإنجليزية - وخاصة في النصوص القانونية - التي تظل اهتماما حاصدا، و في هذا الصدد، تلابون "must' and 'may".

(1977:791). يدعم هذه الحجة: "إن الغموض الذي وجد في الجمل التي تحتوي على "

العثور على أحكام قابلة للمقارنة، في لغات أخرى.

و هذا الافتراض يوجد الصيغة مع الصعوبات المصاحبة لها في معظم اللغات، فالعربية ليست مستندا بعبارات أكثر تحديدًا، فالعربية مثل اللغة الإنجليزية لديها تعبيرات صيغية تؤهلها على الرغم من أن اللغتين تختلفان في إعمال هذه الفئة.

ويستند هذا الافتراض على البين من الافتراضات الأخرى. أولا، المفهوم الديprofessionي للصيغة هو شائع في الخطاب الإنسانية عامة والقانونية على وجه الخصوص، الثانية، يجب أن توجد هذه المفاهيم بطريقة أو بأخرى في اللغة.

إن وجود الاختلاف في إدراك الصيغة بين اللغتين الإنجليزية والعربية، لا يوجد أن يكون هذا الموضوع مصدرًا للمصعوبة لنترجم بين اللغتين الإنجليزية 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 فإن الترجمة القانونية تعزى على أنها عملية ترجمة النصوص المستخدمة في إعداد القانون و يجب على المترجم القانوني أن يكون على علم بموضوع النص، الذي سيترجم و أن يكون قادرًا على إنقاذ النغمة المصدر والهدف.

وفقا ل Sarcevic 1997:

1. ترجمة المعاهدات الدولية و المعايير الدولية.

2. ترجمة الوثائق القانونية الخاصة.

3. ترجمة الأعمال القانونية العقلية.

4. ترجمة السواقي القضائية.

كما هو معروف أن لغة النص تشكل صعوبة خاصة بما يتعلق بطبقة القانون و اللغة التي نستخدمها القانون و الافتراضات المرتبطة به، والتي وجدت في التواصل بين الثقافات و بين اللغات في ترجمة النصوص القانونية اللغة.
كما في سنة 2007، صُفت اللغة القانونية فيما يتعلق بتطبيق استخدامها إلى ثلاث أقسام وهي: المعاييرة، الأدائية والتقنية.

يستخدم المترجمون محرمون فقط لغة مخصصة في الترجمة القانونية وفي ترجمة الوثائق القانونية. ومن سوء التفاهيم الذي
مر في العقد، على سبيل المثال، يمكن أن يؤدي إلى الدعاوى القضائية و خسارة المال.

تعتبر الترجمة القانونية أيضا نوع فرعي من الترجمة المتخصصة، لذلك ينبغي أن تكون الوثائق باللغة الهدف مع نفس
الصادلية القانونية و اعتبارا من الوثائق في اللغة المصدر، وهذا يعني عند ترجمة النص ضمن مجال القانون، ينبغي للمترجم أن يقن
النص المصدر من النظام القانوني بطريقة تتناسب تلك الثقافة وهذا يعكس في اللغة القانونية، وبالتالي، فإن النص الهدف
الذي يقرأ من قبل شخص غير مطلع على نظام القانون ولهه، فالنصوص القانونية تختلف على نطاق واسع من التصنيفات
اعتمادا على طبيعتها الوظيفية. ويمكن رؤية الإنجليزية القانونية على أنها تكون من عدة أنواع من الكتابة، اعتقادا على وظيفتها
الواصلية؛ هناك ثلاثة أنواع مختلفة من الكتابة القانونية وهي:
(أ) النصوص الأكاديمية والتي تتكون من مجلدات البحوث الأكاديمية والكتب القانونية.
(ب) النصوص القانونية التي تغطي الأحكام القضائية أو تقارير قانونية. (ج) كتب تدريسية أو قانونية تتألف من القوانين
المصادر على البلدان، والعقود، والمعاهدات، وله جوانب مختلفة.

أما الفصل الثاني فقد تمحور حول: الصيغية بين العربية والإنجليزية

كما عرفنا سابقا الصيغة في اللغة الإنجليزية فإنها في اللغة العربية لا يوجد لها مكافئ من المهم أيضا أن نذكر أن اللغة
العربية تتغير إلى الفروق الدقيقة في المعنى و تقليها إلى الإنجليزية، وهناك فروق بين هذه الكلمات العربية ، لكنها ليست واضحة

\textit{Dynamic, deontic, and epistemic}

\textit{Probability, Capacity, Necessity, Evidential Modality, (Advice): Epistemic-1-}

\textit{Deontic-3- (Intention, Ability, Suggestion, Offer) dynamic-2- (and Possibility}

\textit{(Promise, Request, Command, Permission, Obligation)}

أما في العربية فتتقلص إلى ما يلي:

1- الأفعال: يرحب، يحتamel، يمكن، يلزم، يتجرب، ي"]، يرجح، يمنع، يتعين، ينصح، يستحسن.
الفصل الثالث: المقارنة التحليلية والعقد

التحليل التقابلّي هو فرع منهجي لعلم اللغة التطبيقي الذي يتعامل مع الوصف اللغوي لبينيّةين أو أكثر من لغات مختلفة ومقارنتها بوصف أوجه التشابه والاختلاف بينهما. يهدف هذا المقارنة عملية الوصف لإظهار كيف تختلف اللغات في نظامهم الضوئي والبناء النحوّي والمفردات، ولهذا النوع من التحليل يمكن استخدامه في تعليم اللغة ويمكن أن نشير إلى أن أوغج التشابه والتبني بين اللغتين موجودة عند العديد من اللغويين مثل جيمس (1981) و ورف (1941) الذين عرفوا التحليل التقابلّي ودراسة مقارنة بين لغتين أو أكثر على سبيل المثال: بين العربية والإنجليزية، وذلك بدراسة أوغج القريب والاختلاف بينهما.

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

1- نقل إيجابي: وهو مقارنة وحدات وبنية لغوية من اللغة الأم مع لغة ثانية إذا أظهرت النتيجة نفس العناصر فتنطلق عليه نقل إيجابي.

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

ويعتمد التحليل التقابلّي على أربع مراحل:
1- الوصف: يتم عن طريق وصف اللغتين.

2- الاختيار: يتم عن طريق اخيار بعض البند للمقارنة.

3- المقارنة: إيجاد العناصر المشتركة والمختلفة.

4- التوقع: مواقع الأخطاء التي يمكن أن تحدث.

العقود:

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

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

-3-العرض القانوني(السبب) / الهدف - 4- مشاركة الاتفاق - 5-تآكيد 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 واللغة العربية تشارك 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 واحد، وهذا قد يسبب صعوبات في اللغة العربية. 

* "must" and "have to" العربية لا تميز بين
The difference between "will" and "can" is that "will" emphasizes probability, whereas "can" indicates possibility. In some cases, "can" and "could" are used interchangeably.

In Arabic, the usage of "may", "can", "will", and "shall" is similar, but the Arabic language uses the active form of the verb to indicate the subject. In English, the use of "may", "can", "will", and "should" is more nuanced, and the use of "would", "could", and "shall" is also common.

In Arabic, "may not" is used when the speaker is unsure, while in English, "may not" is used when the speaker is certain.

In Arabic, the use of "would" and "could" is similar to "will" and "can" in English, respectively. However, in Arabic, the use of "would" and "could" is more common when expressing possibility or probability.

In English, the use of "could" is more common when expressing possibility, while "would" is more common when expressing an intention or willingness.

In Arabic, the use of "wouldn't" and "can't" is similar to "won't" and "can't" in English, respectively. However, in Arabic, the use of "wouldn't" and "can't" is used more when expressing an intention or willingness.
الفصل الرابع: المدونة والعقود

بدايةً بهذا الفصل سنقوم بطرح هذا النموذج من العقود لتمكين القارئ من اخذ فكرة مبدئية عن مدونة يختن.

التاريخ

الطرف الأول

الطرف الثاني

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

الطرف الأول المشار إليه فيما بعد:

و

الطرف الثاني المشار إليه فيما بعد:

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

سيكون السعر 10000000000 دينار جزائري.

الإمضاء:

الطرف الأول:

الطرف الثاني:
بعد كل ما أُتجر 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 صبرة 2003 و

الترجم المترجم 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 (إيزيeli 1989). وتصنف

الصيغة باللغة العربية إلى ميزات نحوية، ويدعى عنه في العادة عن طريق فعل و حرف الجر... الخ.

should, shall, must, may, might, will, would

بعد جمع العديد من الأفعال من مجموعة من العقود مثل: can, could, need’

ومن ثم حصلنا هذه النسب استنادا إلى عدة نصوص قانونية ووجدنا العديد من الترجمات لفعل واحد فقط

وذلك العديد من المعاني.

وقد تحصلنا على النتائج التالية:

must الفعل كان بالمرتبة الأولى بنسبة 49.81% والفاعل shall بالمرتبة الثانية بنسبة 18.05% والثالث الفعل may بنسبة 4.32% وshould بنسبة 9.40%.

وقد تعددت واختلفت وتشابهت الترجمات فكان كل فعل قد ترجم كالتالي:

<table>
<thead>
<tr>
<th>الأفعال المساعدة الصيغية بالإنجليزية</th>
<th>المكافأ بالعربية</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shall</td>
<td>في مدونة البحث والعقود&quot; ترجم كالتالي:</td>
</tr>
<tr>
<td></td>
<td>* يحذف ويترجم كفعل مضارع أو</td>
</tr>
<tr>
<td></td>
<td>* يجب</td>
</tr>
<tr>
<td></td>
<td>* يلزم</td>
</tr>
<tr>
<td></td>
<td>* على and على</td>
</tr>
<tr>
<td></td>
<td>الفعل المساعد الصيغي في مدونة البحث &quot;العقود&quot; ترجم كالتالي:</td>
</tr>
<tr>
<td>---</td>
<td>--------------------------------------------------</td>
</tr>
<tr>
<td>May</td>
<td>لا يحق ولا يجوز أن حسب ريم يجوز</td>
</tr>
<tr>
<td>Must</td>
<td>يجب، من الواجب قد يتوجب ملزم</td>
</tr>
<tr>
<td>Should</td>
<td>يستحسن نصح</td>
</tr>
<tr>
<td>Can</td>
<td>اسْتَطَعَ، استطاع، باستطاعته، بإمكانه، من</td>
</tr>
<tr>
<td>Will</td>
<td>سُوَفَ، سوف</td>
</tr>
<tr>
<td>Need</td>
<td>يتطلب</td>
</tr>
</tbody>
</table>
الخاتمة

الصيغة هو الأسلوب الذي يستعمل فيه المتكلم أفعالاً مثل: can, might وestroفاً مثل: obvious, certainly.

للتعبير عن موقف الشخصي في سياق لغوي محدد.

تحاول دراستنا لوصف الصيغة الوجوهية والمعرفية للغة الإنجليزية والعربية الفصيحة وبين أوجه التشابه والاختلاف بينهما.

مساعدة الطلبة الأجانب الذين يتعلمون اللغة العربية الفصيحة كلهجات أجنبية على اكتساب المهارة في اكتساب التركيب العربي عن الصيغة.

تسهيل مهمة طلبة الترجمة من اللغة الإنجليزية إلى العربية وهذا ما جسدته دراسة:

المفعول يستخدم فقط للتعبير عن الصيغة المعرفية بينما بقية الأفعال المساعدة الصيغية تستخدم إما كصيغة وجوية أو must and may: معروفة مثل:

في اللغة الإنجليزية يعبر عن الصيغة modal في اللغة العربية تستخدم مثل الأحرف قد وربما وأفعال يستطيع وينبغي.

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

أما مصطلح الصيغة 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.