



Sudan University of Science & Technology
College of Graduate Studies



**A Contrastive Linguistic Analysis of Legal Language of
Contracts in Both English and Arabic Languages**

(A Contrastive Study from Semantic and Syntactical perspectives)

تحليل لغوي تقابلي للغة القانونية للعقود في اللغتين الإنجليزية والعربية

دراسة مقارنة من منظوري علم النحو وعلم الدلالة

**A thesis Submitted to College of Languages in Fulfillment
of the Requirements for the Degree of Ph.D. in English
(Applied linguistics)**

Submitted by: Yousif Abdelgadir Gusemseed Abdalla

Supervised by: Dr. Abdalla Yassin Abdalla

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Quranic verse

: The Almighty Allah said

**You were bestowed but only a little knowledge
The Almighty Allah truly trustful**

Holy Quran, Surratt Elisraa Verse number (85)

الاية القرانية

قالي تعالى:

**وما اوتيتم من العلم الا قليلاً
صدق الله العظيم**

سورة الاسراء الآية (85)

Dedication

To

To the soul of my deceased mother (may Allah blessed her), to my daughter, sister, brother, friend, and to my wife.

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Abstract

This study aimed at investigating the semantic and syntactical traits that concern legal contract writing of both English and Arabic languages. It is a contrastive study that analyzed some syntactical and semantic similarities and differences between legal language of contracts of both languages English and Arabic. The study adopted the descriptive analytical method to analyze the data. The research materials are four samples of legal contracts two of them in Arabic language and the others in English on which data analysis were conducted in accordance with some semantic and syntactic elements. The study arrived at important results which can briefly be stated as exemplified in following points: there are semantic and syntactic similarities between legal language of contracts in both English and Arabic; such as limitations in syntax and synonyms in semantic the semantic differences are less than the syntactic ones. The study moreover concluded in some recommendations and suggestions for further studies through which legal people and student of law follow up with ongoing changes in the field of legal language of contracts of both English and Arabic languages in terms of structure and meaning.

مستخلص الدراسة

هدفت هذه الدراسة للتقصي حول السمات النحوية والدلالية الخاصة بلغة العقود القانونية في اللغتين العربية والانجليزية. وهي دراسة تباينية عملت علي تحليل بعض اوجه الشبه والاختلاف المتعلقة بعلم الدلالة والنحو الخاصة بلغة العقود القانونية في اللغتين العربية والانجليزية. كما تبنت الدراسة المنهج التحليلي الوصفي لتحليل البيانات. علاوةً علي أن مواد البحث عبارة عن نماذج لعقود قانونية اثنان منها باللغة العربية والاثنان الاخران باللغة الانجليزية، والتي اجريت عليها عملية تحليل البيانات استناداً علي بعض العناصر النحوية والدلالية. توصلت الدراسة الي نتائج هامة يمكن تلخيصها بايجاز في النقاط الاتية: هنالك اوجه شبه واختلاف بين لغة العقود القانونية في اللغتين العربية والانجليزية علي سبيل المثال المحددات والقيود في علم النحو والمترادفات في علم الدلالة. كما أن الاختلافات في علم الدلالة اقل من تلك المتعلقة بعلم النحو، ونصت الدراسة في بعض من التوصيات والمقترحات علي اجراء مزيد من الدراسات والتي من خلالها يواكب القانونيين وطلبة القانون المتغيرات التي تحدث في مجال لغة العقود القانونية في اللغتين الانجليزية و العربية، والمتعلقة بالمعاني والتراكيب.

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List of Definitions of Terms

Legal: is something preceded under the law.

Contract: is agreement between parties forced by law to undertake to do something.

Treaty: n international agreement between states or international organizations and states, but is less obligatory than the contract

The memorandum of understanding: the memorandum of understanding is usually agreement to set initial agreements, outlines or general framework between the parties to it.

Semantics: is the branch of linguistics focus on the study of the meaning of the language.

Syntax: is the study of sentence formation.

Chapter One

Introduction

1.1 Context of the Study:

This research will investigate the linguistic analysis of Legal language contracts in English and Arabic; from contrastive study from semantic and syntactical perspectives. The kind of different semantic and syntactical problems that emerge when for example, we write and understand the language of contracts. Whereas this research is considered somehow to be a solution for many problems in writing legal contracts in the two languages English and Arabic from semantic and syntactic perspectives.

Many problems are arose due the same reason, which deeply influences the real meaning and contents of these legal contracts, leading to misinterpretation and misunderstanding.

Another very important point that may emerge as result of such problem is that, the misunderstanding of such contracts can totally change their main purposes through changing their meaning.

So it is expected that such contracts should be semantically and syntactically accurately written in a special way by well qualified and legal experts, who are well acquainted with the semantic and syntactical aspects of both languages English and Arabic, and who have a clear knowledge and background of both languages.

All linguistic levels should be considered, when such formulating contracts are being written and understood, in particular semantically, and syntactically.

Furthermore, the research is going to analyze many samples of legal contracts on which the study will be applied, and that will be from different sources of both languages.

1.2 Problem of the study:

The problem of the study is seeking to find some semantic and syntactic and differences in legal language of contracts between both language English and Arabic.

1.3 Study questions:

The following questions are posed by the study:

- 1- What are the semantic Similarities and differences of legal language of contracts in both English and Arabic?
- 2- What are the syntactic similarities differences of legal language of contracts in both English and Arabic?

1.4 Study Hypotheses:

The study cited the following hypotheses:

- 1- There are semantic similarities and differences in the legal language of contracts in both English and Arabic.
- 2- There are syntactic similarities and differences of the legal language of contracts in both English and Arabic.

. 1.5 Objectives of the study:

The objectives of the study are:

- 1- To shed light on the semantic and syntactical traits that, concern writing legal contracts in both languages English and Arabic.
- 2- To help the translators, lawyers, legal advisor....etc to write and translate contracts in accurate manner in both languages English and Arabic with especial focus on the semantic and syntactic features.

1.6 Significance of the study:

The significance of the study is to focus on legal contracts of both languages English and Arabic from linguistically point of view in particular semantic and syntax, which are mostly linguistic levels that affect the interpretation and validity of the said contract content.

1.7 Methodology of the research:

The research methodology is descriptive analytical method. The research material are four samples of legal contracts two of them in English and the other in Arabic, four different purposes and from different countries.

The limit of the study: Current samples of legal contracts from inside and outside of Sudan in both English Arabic languages.

1.8 Tools of the study:

The study uses a number of secondary and preliminary research tools to collect data and information of the study, and they are: scientific books, reports, official papers, previous related studies, and the internet.

Chapter Two

Literature Review and Previous studies

This chapter consists of two parts. The first one reviews some relevant literature on the conceptual framework of the study. The second part handles some previous studies related to this study.

2.1 Conceptual framework

2.1.1 Definition of Contract:

Sarcevic (2000 :73) defines contract as “*an agreement between two or more parties to exchange performances in a given situation for a specific purpose.* Moreover Lee Grayson (2004 in www.Demand media.com) cited that: defines contracts as “*Agreements between two entities, creating enforceable obligation to do or to refrain from doing a particular thing.*”

The above definitions both agree that there are parties to contracts ,those parties may be two or more in numbers. However the first definition considers the duties of each party to the contract in term of exchanging performance; which means each party to the contract is accordingly tasked to achieve certain duties in accordance with the conditions set in the said contract. So in such definition the obligation factor might not be explicitly occurs, but implicitly included in the contract. So, that is one of the key techniques of contract language, which indicates either one factor or more factors in contracts in implicit ways. On the other hand the second definition explicitly indicates the factor of obligation; which also is another technique of language of contract. It can be observed that the first definition stipulates; the achieving of the said duties under certain circumstances and requirements, which implicitly involved in the contract as it mentioned before. Each of the above said circumstances should suit the nature of each transaction for

which the contract is issued; where that determines the kind of format that the said contract may include. For instance, the marriage contract is of certain format. Such format of course includes certain phrases and words such as: witness, bride agent, outlay ...etc.

It is apparently that both definitions above are comprehensive in observing the general function of contracts. But the second definition is more comprehensive in indicating the entire functions of legal contracts, due to its focusing on the “obligation factor” in more explicit way. Whereas the “obligation: is most important factor that legal contracts involve and, because the contracts are basically an obligatory legal document that each party to such contracts should commits to and observes them. The obligation factor gives the power to the terms and conditions within it because they are issued by authenticated legal authorities, persons and entities

2.1.2 Differences between Contracts, Agreements, Treaties Protocols and Memorandums of Understanding.

On this section, the present study will review the differences between: the contracts, agreements, treaties, protocols, memorandums of understanding. This will be in terms of functions they fulfill, and situations they are issued according to. They are all considered types of contracts, but as is mentioned above, they differ in their functions and situations.

A - Idris, O. M (2016: 3 – 4) state that: The contract is an agreement between two or more parties. As it has been concluded that, the usage of the following terms; contract, agreement, protocol, memorandum of understating. They are all referring to a certain patterns of transactions between the parties to the said type of contract. So the contract is an output of an agreement between two or more parties. For instance if one of the parties was the government represented by one of its units, so in this event there is no need to another legal procedures, like approval as

in case of the normal contracts that assigned between normal parties. In more formal cases in which the government is one party to the said contract, in this case it will be represented in its legal constitutional capacity as the government.

B - Moreover, the use of word “agreement” might refer to an agreement between government and another government. Although it might be a commercial or political agreement between government; and either one of the U.N specific Agencies or any regional authority; which gives it the legacy to be approved, and then to be as law in force. Moreover the word “agreement” might be used to means “contract”. So the use of word agreement in the whole situations doesn’t mean that, it should be only between two states; it might be between two persons or more. On the other hand the term “treaty” indicates that, the agreement should be between a numbers of states. Such as conciliation treaties, (N A T O). However it might be between a group of a states and another group of states in a form of alliance. The states need to approve the treaty constitution so as to join its membership.

C - On the same context the word “protocol” is also referred to as contract of an agreement. Such term is often used between two states, or to execute agreements assigned between those states. Thus there is no problem in using the word “protocol” to mean contract or agreement.

D - The other important point relates to this section is “the memorandum of understanding”. The purpose of the memorandum of understanding is usually, to set initial agreements, outlines or general framework between the parties to it. The legal obligation of the memorandum of understanding depends on the intention for which it is issued. In other word it subject to the contracts arrangements which should be obligatory upon the parties, and of course depends on the deliberations of meetings that; previously agreed upon by the parties before starting meetings. The memorandum of understanding might be obligatory, only if they are intended to be obligatory, and considered to be a contract.

The above review doesn't focus on difference between agreements, and types of the contracts in a classic way. It deals with them on the ground that they are all agreements or types of contracts, where this is the basic fundamental factor of this review. As it has been mentioned before, they are all different in the situations they are used in, as well as the functions that they fulfill.

2.1.3 Legal contract format

On the other part of this present study, it is necessary to mention here that: the contracts consist of many formats that should be observed while they are being written, and they are:

A - The title of contract: is invariably placed at the top center of the first page, in all capital letters. It should simply state, without using a definite or indefinite article, the kind of agreement involved – whether for example it is an employment agreement, or else.

B - The introductory clause, this states the type of agreement involved, the date of the agreement, and the parties to the agreement. The date stated in the introductory clause is the date that the contract becomes effective.

C - The recitals are a short introductory paragraph, to provide a summary about the obligations that the parties are going to observe.

D – The main body of contract which involves the terms and conditions that parties to contract should observe; in addition to the signatories of parties, and witnesses to the said contract.

The sample 1 below illustrates the idea of legal contract format:

Sample number 1

ASSET SALE CONTRACT

This asset sale contract is dated May 3, 2004, and is between HASTINGS WASTE MANAGEMENT, INC., a Delaware corporation (“Hastings”), JORVIK RECYCLING SYSTEMS, LTD., New York corporation and a wholly owned subsidiary of Hastings (“Hastings Sub I”; together with Hastings, the “Hastings parties”), and JARROW HOLDING LLC, a Delaware limited liability company (“Jarrow”).

Hastings Subcontractor own and operates collection and hauling operations, transfer stations, landfills, and recycling facilities in the state of New York (that, business, the “business”).

Jarrow, the Hastings parties, Hastingsn, Newton, Inc., a New York corporation and a wholly owned subsidiary of Hastings (“Hastings Sub II”), and Raven fund Ltd., a Bahamas corporation (“Raven”), are party to a letter of intent dated February 23, 2004, concerning sale to Jarrow of assets of Hastings Sub I and Hastings Sub II (the “letter of Intent”).

Hastings Subcontractor wishes to sell to one or more persons designated by Jarrow, and Jarrow wishes to cause those persons to purchase from Hastings Sub I, certain assets of Hastings Sub I.

Raven asserts a security interest in all assets owned by Hastings Sub I, and under restricting agreement dated September 25, 2003, between Raven, Hastings, and certain affiliates of Hastings, Hastings Sub I may not sell any of its assets to Jarrow without Raven’s prior written approval.

Jarrow, the Hastings parties, Raven, and Bratton fried man LLP, as escrow agent, are party to a deposit agreement dated March 2, 2003, as amended (the

“Deposit Escrow Agreement”), in a accordance with which Jarrow paid to the escrow agent on October 3,2003, a good faith deposit of \$500,000 toward the purchase price of the assets.

Concurrently with its entry into this agreement, Hastings, Hastings Sub II, and escrow are entering into an asset purchase agreement providing for purchase by Jarrow of certain assets of Hasgings Subcontract number 2

The parties therefore agree as follows:

The assets to be conveyed to Jarrow must be adjusted to reflect, in a accordance with Hastings principle that all income and expenses attributable to the period after the effective date are for the account of Jarrow (subject to the terms of Management Agreement).

Purchase price. As the aggregate purchase price for acquired Assets (the “purchase price”), Jarrow shall transfer to Hastings the following:

(1)In accordance with the terms of the operations between both parties, the cash payment period shall not exceed 24 hours as date of signing this contract.

(1) Observing the warrant agreement in the form Exhibit B.

Assumed liabilities. Jarrow hereby assumes and shall pay, perform, and operates, when due in accordance with their terms, the debts, obligations, and liabilities of Hastings listed in this contract.

First party signatory

Second party signatory

.....

.....

First witness signatory

Second witness signatory

.....

.....

Notice: when the model verb “shall” is used in language of legal contracts it indicates the obligation factor, in other word it means that either one party to the said contract is obliged to do something. So for instance, the stockholders shall

notify the Acme Company that means the stockholders must notify the Acme Company.

2.1.4 Ambiguity and ambiguity cases

Within the same context of language of legal contracts, a special attention should be given to an important area of this study, which is the ambiguity. The present study is concerned with a different synonym of this term (ambiguity) which the researchers may get confused about in different contexts. So the present study is going to consider some types of ambiguities in legal contracts one by one, supported by examples to illustrate them below.

Chomeskey (2004:206) defines language ambiguity as a sentence that has two or more interpretations or meanings. There is different kind of ambiguity caused by different part of speech within a sentence; for instance subject ambiguity, object ambiguity in certain situations.

Kenneth (2004:116) reviewed that: there are different types of ambiguity that should be encountered as following:

(1) In contracts when a plural noun is the subject of a sentence that consists of any words can be referred to as a contract language, other than the normal language (which uses language of obligation), as in the following example: stockholders shall notify Acme company. In this case the plural noun subject raises two potentials. The first one is that, the persons or things constituting the subject are to act or to do the action individually, and this can be illustrated as follow: Each stockholder shall notify Acme Company; that means every stockholder shall notify the company individually a lonely not in one group at the same time. The other potential is that: the stockholders shall act together collectively to notify the company at the same time, and this can be illustrated as follow; the stockholders, acting collectively, shall notify the company.

(2) In contracts when the plural noun is other word class than the subject of the sentence namely direct object, the potential ambiguity is similar to the ambiguity that arises when a plural noun is the subject, whereas it can give different meanings of the following example; Acme shall notify the stockholders. So here the meaning of plural noun direct object raises two potential meanings which are (a) Acme company shall notify each of the stockholders. That means the company shall notify every stockholder in his personal capacity individually. (b) Acme Company shall notify the stockholders, collectively, as one group. That means the company shall notify all of the stockholders in their capacity as a group not in their individually capacity. So the present study can conclude that: such kind of sentences has always more than one meaning, and gives more than one possible meanings. So, this is one of the semantics problems that counter the contract writing.

(3) On the same context of the ambiguity types, when “And” used in legal contract related to the ambiguity caused by plural nouns, that engendered by nouns or adjectives linked by and. It conveys conjunction, with items linked by and being considered together. Sentences containing nouns linked by “and” can be unambiguous.

For example the word “And” indicates that, the members of a group are considered together, or separate. Authorities on drafting recognize the formal kind of ambiguity, but the fact is that whether “and” is ambiguous, it’s in what way, depends entirely for its interpretation on the grammatical context.

(4) On the same context Language contexts that have many interpretations, give rise to greater ambiguity than language of obligation does. That means the clear exact obligation statements that being given as contract terms and conditions; have weak possibilities to the ambiguity than the context that have different interpretations. (Note that the ambiguity in following example: Able and Baker

may notify Acme. That means both companies Able and Barker have two possibilities or options, either to notify Acme Company or not. It might be optional by using the modal verb “may” in the first sentence. On the other hand the same sentence with different modal verb “must” that indicates the obligation, which subsequently removes the ambiguity, can be represented by the following: Able and Barker must notify Acme. So in this sentence the ambiguity is totally removed by using obligatory language. So the said sentence has only one interpretation. Contrary to the above first sentence which has more than one interpretation.

(5) On the same area of ambiguity in language of legal contracts, when “every” is used in the legal contracts before two or more nouns that are linked by, another kind of ambiguity results. The sentence raises two different potentials in meanings as following in (e.g.) Acme Company shall indemnify every Director and Officer of Widegetco company. So the sentence above raises two different potentials with different meanings, the first potential means that: The Acme company shall insure or refund every Director only in his capacity as a Director not more, and every Officer in his capacity only as Officer that every one of them has only capacity to be accordingly dealt with; this can be illustrated more by the following example or sentence: Acme shall indemnify every director and every officer of Widgetco co. The second potentials that raise in the said sentence is that: The Acme Company shall insure or refund who has both capacities as Director and Officer at the same time, whereas this can be illustrated more by the following example: Acme shall indemnify every person who is both a director and an officer of Widgetco co.

2.1.5 Lexical items and legal contracts

(1) In contracts, “deem” means to attribute a qualities on a legal provision or a text, that is not originally reflect it or supposedly borrowing some qualities and attribute them on it. In other words, it used to create a legal

supposition through a borrowing meaning. In contracts, “deem” is always used in the passive, and almost with shall. So “deem” is only used with shall if it used to indicate obligation.

(2) The phrase “including without limitation” means, an example or a sample that being selected from a list of a certain category, to indicate the rest of the contents in that list; may be due to a great number of those items or contents, which may occupy a large space in the page, and lasts a lot of time to be written; So one example of those contents will be enough than to list them all.

(3) The phrase “notwithstanding”, which is more common in legal contract writing: means that a certain provision in the said contract hasn’t, to be in contrast with other provision in it, or might overlap with it. So in other words it might be in overlap with either provision that precedes the said phrase or those follows it.

(4) “Provide, that” when it is used in legal contract it means: “stipulates that”; which can be explained as follow: it introduces a conditional paragraph, includes stipulation or stipulates a condition or a set of conditions. It is necessary to mention here is that: the both words “provide, and that” when they are combined together, and form the phrase “provide, that” they should be underlined and separated from each other by comma.

(5) On the same context when the word “condition” used in legal contract, it means “in event that” it indicates the conditional concepts in the contract

Moreover, when the word “addition” used in legal contracts, it means adding to maybe a period, amount or value...etc.

“Or” introduces alternatives” “Or” is typically used in legal contracts, when someone wishes to convey that, there is only one of the cases is correct – in effect, when one wants to be exclusive.

2.1.6 Formulas, words and numerals are used in contracts.

Contracts are also associated with other different lexical items which are words and numerals. Words and numerals are more common in writing contracts; they are used to express prices, weights, dates, percentageetc.

(A) First words and numerals

Kenneth (2004:171) stated that: Many contracts drafters use both words and numerals to convey numbers: Five Thousands two Hundreds and Seventy – six Dollars and 32/100 (\$5, 276.32); eighteen percent (18%); and so forth. This practice may have arisen because drafters noted that, numbers expressed in words is less vulnerable to typographic errors than numbers expressed in numerals.

The words-and numerals approach has doubtless saved the contract party (and its lawyer) from the adverse consequences of a misplaced decimal point or other error involving numerals. This way has, however, disadvantages: it is boring for the reader to encounter, at every turn, numbers expressed in both words and numerals. At the same time it seems illogical when applied to all numbers throughout a contract.

The better approach would be to abandon the words-and-numerals approach, except perhaps in certain potentiality sensitive contexts (such as a promissory note's statement of the principal amount of the indebtedness). Instead, the whole numbers one through ten should be spelled out and numerals for 11 onwards also should be used. This approach applies to ordinal numbers (seventh, 22nd) as well as cardinal numbers.

The following are some exceptions: use numerals for whole numbers below 11 in lists of numbers; when numbers occur frequently in the text; in percentages, and in statements of amounts of money or times of the day. Using words for numbers 11 and over that occur at the beginning of sentences.

On the other hand it can be used, if the ordinal number (arranged numbers) from 1 to 10 are listed subsequently in a text; and used for different usages on numbers in contracts such as: percentage 1%,3%,...etc. Or in statement of amounts of money like a list of costs...etc. or timetables that shows the procedures and steps relate to the processes of executing the contract conditions and terms throughout the time of the day. And they should be used at the beginning of every sentence.

(B) Formulas

Another important area of contracts writing is formulas. Contracts often need to include provisions addressing how to calculate, post signing, a given quantum or quantity, such as an interest rate, the number of surplus shares an investor may purchase, or the amount by which the exercise or price of an option (selling and buying something at a certain amount over the course of a certain period according to a certain contract with a certain a period of time) should be adjusted or organized. Formulas can be expressed in ordinary contract prose or by mean of mathematical operations.

Contract formulas involve one kind of calculation which are referred to and dealt by the four main arithmetical operations as in the following example: only form in calculation operation of legal contracts which includes the frequent phrases; “an amount equal to X [plus] [minus] [multiplied by] [divided by] Y.” and this can be enhanced by the following example :Acme co. shall pay Roe an amount equal to X [plus] [minus] [multiplied by] [divided by] Y. Another point in these formulas is that (comma should not be used before the said phrases which are: plus, minus, multiplied by, or divided by). According to the formulas when an amount of money is being calculated in the said contract, the phrase “an amount equal to” should be inserted before the calculation operation to reflect that money exchanged against other stuff). With such simple formulas, a quantum or quantity

can also be expressed as percentage of a given amount, as in amount equal to 5% of the overdue or delaying paying amount.

2.1.7 The enforceable legal promises in contracts

The other section in this study is: the enforceable legal promises in legal contracts. Lee Grayson (www.Demand Media.com) cited that: Contracts include enforceable legal promises. That means powerful obligatory promises involved in contracts to be observed by the whole parties to contract. Parties agreeing to contract and the person, who in his legal capacity authorized to enforce the contract, have no real basis to judge when the contract is in lack of some or all of legal terms. So for example when the parties to contract disagree on interpreting the terms and conditions of a said contract; they may resort to the legal formal entity which has the power to judge and settle the dilution that may raise between the parties to contract as the result of the contract misinterpretation.

2.1.8 The conditions of legal contracts principles viability.

Another important argumentative point in writing contracts is the conditions of legal contracts principles viability, which are some legal meaningful structures to be followed when contracts are being written. They are closely related to the semantic level of contract language and, they are going to be explained as following:

Lee Grayson (2004 www.Demand Media.com) cited that: Legal contracts include;

2.1.8.1 The Offer

An offer from one person or group to another; the language of contract must have a description of the item sold or bought or a service provided. Real estate contracts, for instance, include an address or plot number for the sale property. Contracts for services must list the specific actions required for payment. Agreement specificity increases the credibility of the contract. Contracts offering

agreements for illegal actions, such as illegal drug sales, human trafficking or murder for hire, can't be enforced, even in another wise legal contract.

2.1.8.2 Valuable Consideration (payments against stuffs)

Contracts must list the valuable consideration, or payment, for the item or service. Some contracts exchange services for other services, but most include cash or something else of value as a form of payment. Business contracts frequently exchange services for stockholder shares or other tangible items with value. Contracts sometimes exchange goods for a small amount of money, typically an amount of cash like a penny, to make the transfer of valuable goods legitimate and inarguable.

2.1.8.3 Acceptance and Mutual Agreement

Mutual assent or a meeting of the minds, legal terms for parties agreeing to a contract, demonstrates that the people named in the contract agree to all of the terms. Written contracts require that parties to such contracts must put their signatures on them to show their assent. This might take the form of a wet or written signature done in person on a paper contract. Some states, however, recognize a digital or electronic signature transferred using the internet, fax machine or other form of new media transmission.

2.1.8.4 Capacity

Contract signers must have the capacity to agree without any outside influence on signing contract. Signers must also have the capacity to understand the contract language. That means all parties to the said contract should be fully realizing the meaning of every term in the said contract. On the other hand, forcing all or either party to sign a contract by extortion or physical force voids the agreement. For instance courts regularly hear challenges when the elderly, without the mental capacity to understand the contract details, sign away rights or property. Contracts made from the deathbed open the agreement up to a legal challenge

questioning the capacity of the signer. Agreements made with a person of unsound mind can't be legally enforced under the law, even when the agreement meets all the other legal contract language.

Another important point that can be added to this section is the one that added by Lord Denning as follow:

Lord Denning ([www. researchgate.net](http://www.researchgate.net)), cited that the construction of contracts is finally a different subject. On constructing a statue or a will, the only intention of a person who wishes to construct the said documents is being considered whether it is in oral or written form. On constructing a contract, what is being considered in this case is the intentions of whole parties to the said contract – who have agreed together of the terms shall bind them. As maxim.

2.1.9 The legal language

Another important part of the present study is the legal language: the present study sheds light on language of contracts in general, so it spontaneously deals with legal language; since language of contracts is an essential part of the legal language. So this part of the present study will consider some important points in legal language in general, so as to make it clearer, closer and easier to the readers to be aware of main objective of this study.

Sheila Hyatt (2015 www.universtiy of Denver.com) cited that: Studying law is not learning a language; it is more complicated because there are many ways of encountering the vocabulary of law.

Firstly and most obviously, learner will be learning new words that he probably has not encountered before. These words and phrases have meaning only as legal terms. Words or phrases such as “impleader” (which means one party to the lawsuit), “executory interest” (which means privileges or futuristic benefits), “demurrer” (which means legal objection) these words, oblige learners to acquire

some new vocabulary. Learning the meaning of these words is essential to understand any case or discussion which uses them.

Secondly, and more difficult way, some recognizable words take on different or new meanings when used in the law. The word “Malice” (which means bad intention), for example, when used in the law of defamation, law of defamation means (the articles of criminal law that deals with crimes relate to showing the scandals of the accused persons, whether those scandals are true or fabricated) it does not mean hatred or meanness; it means “ignoring one or the entire legal factors that must be listed on legal procedures.” Similarly, “consideration” in contract law, has nothing to do with thoughtfulness; it means something of value given by a party to an agreement. When a party is “prejudiced” (which means a criminalized person or party in the lawsuit) in the law it usually means that the party committed a mistake or violated a rule, not that the party is extremist. On the same context “Fixtures” (which means attachments to a real estate) in property law are much more than bathroom and kitchen equipment it might even involve the garden and plants inside and around the said real estate. There are many words like this in the law, and learners must shake loose or disconnect their ordinary understanding of a word to absorb its legal meaning.

Thirdly, there are words whose meaning expands, depending on the context or the place in which it is used. In one context (divorce, for example), a person may be considered a “resident” of a state if she has lived there for 6 months. In another context (getting a driver’s license) a person may be considered a “resident” after just a few days. Thus, the same word can have a different meaning depending on what context is being occurred.

Fourthly, there are words that have come to signify or referred to large bodies or considerations of law or legal learning, and act as shorthand terms for complex concepts. The terms “unfair competition,” “due process of law,” and “cruel and

unusual punishment” are a few examples. These terms have been subject to interpretation by judges in many cases over long periods of time, and there is little hope of finding a clear and concise definition that can serve in all contexts. Finally, learners need to develop a heightened respect for linguistic precision or accuracy. The meaning of words is so decisive for lawyering business; learners will be expected to use words carefully and precisely.

Even grammar and punctuation can be crucial for the lawyer drafting. In other words good punctuation and correct use of grammar will be more helpful for better understanding and interpreting for the legal language in general and language of contract in particular.

Once learners have learned the legal meanings of words, they are expected to use them with precision. Substituting one word for another can result in serious errors and misunderstandings. The legal meanings of words constitute the common language of lawyers and judges, who rely on this language to communicate efficiently and effectively.

2.2 لغة العقود القانونية في اللغة العربية

Arabic.

جزء من هذه الدراسة لغة العقود القانونية باللغة العربية

تبرهن الدراسة الحالية علي أن ما ينطبق علي صيغ العقود القانونية في اللغة الانجليزية ينطبق علي صيغ كتابة العقود في اللغة العربية وذلك مثل (التراكيب الغوية وعبارات مكونات العقد الاخري ، مثل اركان العقد من قبول وايجاب واجزاء العقد مثل عنوان العقد وجملة المقدمة والحيثيات التي يبنى عليها العقد ،مضافاً الي ذلك الجزء الاساسي من العقد والذي يتضمن

الشروط و البنود التي يجب علي الطرفين الإلتزام بها لإنفاذ العقد، يلهيا الجزء الذي يشتمل علي توقيعات الأطراف والشهود).

يعرف الموقع الاليكتروني www.google.com العقد القانوني بأنه اتفاق بين طرفين أو اكثر يتعهد فيه كل منهما بأشياء او وعود متبادلة بحيث ينفذها القانون. ويقوم قانون العقود علي العبارة الشائعة "العقد شريعة المتعاقدين"

كما يعرف الموقع الاليكتروني www.madow3.com:العقد القانوني بأنه كل مايلزم به طرف نفسه .حيث أنه غير مشروط تواجد طرفين في العقد حسب هذا التعريف، فيصادق المرء علي كل ما التزم به ، حتي لولم يتواجد طرف آخر تؤثر أرادته في العقد مثل الطلاق وما نحوه.

أن التعريفان أعلاه يشتملان علي نفس الشروط والاساسيات التي يجب أن تتوفر في كتابة العقد القانوني في اللغة الانجليزية . عليه فأن هنالك تطابق كامل في كيفية كتابة العقود القانونية في اللغتان العربية والانجليزية من حيث المضمون العام. إلا أن هناك اختلاف بسيط غير اساسي في الشكل من عقد لأخر وفقاً للغرض الذي من أجله تتم كتابة العقد ,أي أن لكل عقد شكل مختلف عن العقود الاخرى بناءً علي الغرض الذي من اجلها يتم إصدار العقد. لكن تبقي الصيغة الاساسية موحدة بين كافة انواع العقود فعلي سبيل المثال يشتمل كل عقد علي طرفين أو أكثر ، كما يتضمن ركني القبول والايجاب علاوةً علي جانب الإلتزام من كافة الاطراف كل منهم تجاه الاخر , ويشار الي عبارة "التزام" الواردة بعبارة أخرى بذات المعني وهي "الوعد أو الوعود" . في السياق ذاته لا بد من وجود جهة معينة أو شخص معين ذا صفة قانونية

كالمحكمة أو المحامي أو المستشار القانوني... الخ. مناط بهم إصدار العقد كما ورد ذلك في شروط تحرير العقود القانونية في اللغة الانجليزية في الجزئية السابقة من الدراسة الحالية. حيث أن كل ما ورد ذكره من نقاط في الجزئية الحالية يتطابق مع ذات النقاط التي وردت في بنود كتابة العقود باللغة الانجليزية في الجزئية آنفة الذكر.

1.2.2 أركان العقد

يوجد خلاف ما بين جمهور العلماء الحنابلة والشافعية والمالكية وما بين جمهور الحنفية في عدد أركان العقد، وذلك يعود لاختلافهم في تعريف معني الركن، حيث أن رأي الحنفية كان بأن للعقد ركناً واحداً فقط وهو الصيغة. أما بقية جمهور العلماء فكان رأيهم بأن صيغة العقد لها ثلاثة أركان وهذا هو الرأي المعمول به في الغالب وهي علي النحو التالي :

(أ) صيغة العقد: ويقصد بها القبول والايجاب.

(ب) العاقدان: وهما الشخصان اللذان يصدر عنهما الايجاب والقبول (الأطراف).

(ج) محل العقد: وهو الشي أو الأمر المعقود عليه.

وتصاغ العناصر الموضحة اعلاه بذات الترتيب علي صفحة العقد وهي علي النحو التالي:-

الإيجاب والقبول في العقد:

الإيجاب: ويقصد بها التعبير البائن عن إرادة شخص يتجه بها الي آخر يعرض عليه التعاقد علي شروط وأسس معينة.

القبول: وهو التعبير البائن عن إرادة الطرف الأخر، الذي تم توجيه الإيجاب اليه.

المحل: وهو التزام الاطراف بعمل شي أو الامتناع عنه ،أو نشاء حق ضمني.

السبب : وهي الباعث الدافع الي التعاقد ،أي الباعث الرئيسي الذي جعل المتعاقد يقدم علي ابرام العقد وله في ذلك شرطان وهو موجود في نموذجي العقد وهو بيع الشقة آنفه الذكر.

(أ) أن يكون السبب موجوداً

(ب) أن يكون السبب مشروعاً

وفقاً لما ذكر أعلاه وبناءً علي ماورد في الجزئية السابقة الخاصة بكتابة العقود القانونية باللغة الانجليزية ، تتوصل الدراسة الحالية الي أن هنالك تطابق في طريقة كتابة عناصرالعقود القانونية فيما يتعلق باركان العقد في اللغتين الانجليزية والعربية ، وأن كان بعضها موجد ضمناً في تلك العقود الا أنه يمكن أن تستنتج بصورة تلقائية.

2.2.2 بعض العبارات الشائعة الإستخدام في كتابة العقود القانونية في اللغة العربية

نص ع.ع.ح (12:1999) علي أن للعقود القانونية التي تكتب باللغة العربية عبارات ومصطلحات خاصة بها توردها الدراسة الحالية اكثرها اهمية كما يلي:

العين : وهي العقار أو قطعة الأرض أو المباني المراد استخدامها.

الإلتزام : ومنها الفعل يلتزم بمعني يأخذ الشخص عهداًعلي نفسه بفعل شئ بصورة جادة و رسمية.

المعاينة : ومنها الفعل يعاين بمعني يلقي نظرة علي الشئ المراد إجراء المعاملة عليه للتأكد من أنه مطابق للمواصفات ومقبول من حيث الشكل.

التنازل : ويمعني ترك طرف أو التخلي طواعيئاً عن حقه أو نصيبه لطرف أو لجهة ما نظير قيمة محددة يتم الاتفاق عليها نقداً أو عيناً.

نقل الملكية : أي تحويل الملكية و ما يتبعها من مزايا من طرف الي اخر وفق اتفاق معين (العقد) ، و علي أساس قانوني وفق ما هو متفق عليه من نظم ولوائح.

مما تقدم ذكره أعلاه تتوصل الدراسة الحالية ألي أن نظام كتابة العقودات في اللغة العربية يشتمل علي علي مفردات ومصطلحات تماثلها مقابلات في اللغة الانجليزية أي انه لا يوجد اختلاف في المعاني ما بين تلك المصطلحات والمفردات المستخدمة في كتابة العقود بين اللغتين حيث سيتم برهنة ذلك عند ترجمة هذا الاقتباس."

وعليه فأن الدراسة الحالية تبرهن علي أن نظم كتابة العقودات القانونية في اللغتين العربية والانجليزية تتطابق في طرق الكتابة في الجوانب الآتية: الصيغة والتنسيق والمفردات واجزاء العقد المختلفة. والتي تغطي كافة الجوانب في كتابة العقد, أي انه تطابق كامل من حيث اللغة والمحتوي والشكل.

2.2.3 The translation of Arabic citation above.

The legal language of contract in Arabic language is a part of the present study.

The present study proves that;(what is applicable for the formulas and formats in the legal contracts in English language, is also applicable for those which are involved in the legal contract in Arabic language, and that can be illustrated through the following facts: title of contracts , introductory clause, the recitals upon which the said contract is established, and another components of contract like the principles of contract: for instance offer, acceptance, in addition to the basic part of the contract which the main body that involves the legal terms and conditions that the parties to the said contract should observe, so as to put the contract in force, Followed by the part of contract that includes the signatures of parties and witnesses to the said contract) and that is as follow:

(www.Google.com) cited that: defines the legal contract as an agreement between two parties or more; in which each party undertakes some thing or mutual promises, where they can be executed by the law.

Moreover, (www.mado3.com) cited that: defines legal contracts as what so ever condition that persons or party undertakes, whereas it is not stipulated that; contract must include two parties in according to this definition, so the said persons or party shall adhere to what so ever he undertakes, even though there is no another party whose will, influence the contract, as in case of the divorceetc.

Both of the definitions above consist of the same conditions and principles that, the contract writing system in English language should meets and satisfy. Therefore, there are identical ways of writing legal contracts in both English and Arabic language in general.

But there is simple unessential difference: between legal contracts types; in both English and Arabic languages in term of format based on the purpose for which the said contract is issued. But the fundamental formats and formulas of multi contracts are to remain unified, for instance: each contract includes two parties or more, in addition to the two principles of contract which are: the offer and acceptance. Moreover, the obligation factor that should be adhered to by all parties toward each other; it is necessary to mention here is that the term “obligation” is also referred to by another word that gives the same meaning which is “promise or promises.”

Within the same context, a certain person or entity with a legal capacity such as: court, lawyer, legal advisor...etc. are authorized to issue the contract; as it is mentioned in the previous part of this present study, which contains the system of legal contract writing in English language. Whereas all of the points that have been listed in this part, identically match their counterparts of writing contracts in English language in the foregoing part of the present study.in other word it is

completely identically applicable from linguistically content appearance point of view.

2.2.4 The translation of principles of contracts in English

A disagreement has been established between the group of Hanabla, Shafiea, Malikia, scientists, and between the group of Hanafia on the other hand, concerns the principles of the contracts, and that due to their disagreeing on the definition of contract meaning, whereas Hanafia believe that, contract has only one principle which is the formula. But the other scientists believe in the idea that, the contract formula has three principles, which are common idea in use and it's as follow:

- a) Contract formula: and it means that offer and acceptance.
- b) The two contractors: they are the two persons who give the offer and acceptance.
- c) The contract subject matter: it is something or the matter for which the contract is issued.

The above illustrated facts should be formulated with the same said arrangements, on the contract page as follow:

Offer and acceptance in contract:

The offer: it means the explicitly statement of some one wishes or intends to show it to another one, offering him to contact with him in according to a certain terms and conditions.

The acceptance: it is the explicitly statement of the other party's intention, whom the offer directed to.

The obligation: it is the adherence of the parties to undertake something or abstain from, or to establish implicit right.

Cause: it the motive toward the contracting process, or the main motive which inspire the contractor to a sign the contract and it has two conditions:

- a) The said cause should be found or exist.

b) The cause should be legal.

In accordance to what have been said above, along with what have been said in the previous part of this study, concerns the legal contract writing system in English language; the present study concludes that, there is an identical matching between both ways of writing legal contracts elements in both English and Arabic languages, relating to the principle of contracts . In spite that, some of them are implicitly involved in the said contracts, but also can be known and inferred spontaneously.

2.2.5 Translation of some common words and items are used in writing legal contract in Arabic language:

A.A.H (1999:12) states that: legal contracts that are written in Arabic language; have special words and terms that the present study show some of the most important of them:

"العين" "Al- ain" it is the real estate or plot or premises which are intended to be used.

"الإلتزام" "Al-iltizam" it has the verb "oblige" it means that someone undertakes to do something seriously and officially.

"نقل الملكية" "Nugle Al-mlikia" it means to transfer the ownership of a property from one party to another, in accordance with a certain agreement "the contract"; and according to the regulations and systems that legally being agreed upon.

"التنازل" "Al-tanazul" it means that a party signs away his share or his right to another party or an entity against a certain value that agreed upon either in cash or in kind.

"المعاينة" "Al-moaina" it means to inspect or interview something that intended to be dealt, to make sure its apparently applicable to the said required qualities.

According to what have been said above, the present study concludes that; the contract writing system in Arabic language involves words and terminologies, which identically are matched by equivalences in English language.

Thus, the present study proves that: the legal contracts writing systems in both English and Arabic languages ; are typically applicable in the ways of their writing in term of, formats, formulas, lexical items, the contract parts and covers the whole aspects of contract writing.

نموذج رقم (2)

عقد بيع شقة بالتقسيط

مع الاحتفاظ بالملكية لحين سداد الاقساط

بتاريخ 7/نوفمبر 2008 حرر بين كل من:

أ) السيد / قاسم امين قاسم سوداني ويحمل بطاقة شخصية قومية رقم 00808301 ومقيم بالخرطوم

طرف أول بائع

ب) السيد / محمد الحسن سالم ويحمل بطاقة شخصية قومية رقم 191789 ومقيم بالخرطوم طرف ثان

مشتري

أتقف الطرفان علي مايلي:

تمهيد- بموجب عقد بيع مؤرخ 7/نوفمبر 2008 يمتلك الطرف الأول الشقة رقم 12 الكائنة بالدور الأول

بعد الأراضي بالعقار رقم 8 بحي الصفا شرق المطار مدينة الخرطوم، وقد آلت ملكية هذه العين للطرف

الأول بالشراء من صندوق تمويل السكن بالاقساط التابع لوزارة الإسكان ومقره الخرطوم غرب ويمثله

السيد رئيس مجلس الإدارة وينوب عنه البنك العقاري التجاري في تحصيل باقي اقساط الثمن، وما زال

الطرف مديناً بباقي أقساط ثمن الشقة مضافاً إليها الفوائد القانونية وينتهي سداد آخر قسط في نهاية سنة 2017 ميلادية.

أولاً- يعتبر التمهيد الوارد بهذا العقد جزءاً لا يتجزأ منه كما يعتبر العقد المبرم بين الطرفين وبين البنك العقاري التجاري مكملاً لهذا العقد بما يتضمنه من حقوق والتزامات الخلف.

ثانياً - مع عدم الإخلال بالأحكام القانونية في شأن حوالة الدين، باع واسقط تنازل الطرف الأول للطرف الثاني بكافة الضمانات الفعلية القانونية الشقة محددة الحدود والمعالم بالتمهيد الوارد بهذه العقد مقابل مبلغ مليون جنيه تسلم الطرف الأول منه مبلغ خمسمائة الف حنية عند التوقيع علي هذا العقد، والباقي قدره خمسمائة يدفع كالأتي مئتان وخمسون الف جنيه تحرر بها شيك مستحق السداد ، أما المبلغ الباقي وقدره مئتان خمسون جنيه فيلتزم الطرف الثاني بسداده للطرف الأول بموجب شيكات مقبولة الدفع شهرياً قيمة كل منها خمسون الف جنيه تبدأ من الأول من يناير 2009

ثالثاً - مع مراعاة أحكام البند السابق يلتزم الطرف الثاني بسداد كافة الرسوم والمصاريف والضرائب العقارية والفوائد القانونية والتأمين والعودد وغيرها مما يستجد كما يلتزم بكافة رسوم تسجيل هذا العقد ورسوم نقل الملكية.

رابعاً- يقر الطرف الثاني بأنه عاين الشقة المباعة المعاينة التامة النافية للجهالة شرعاً وقانوناً وأنها تسلمها فعلاً ويكون من حقة فور التوقيع علي هذا العقد استعمالها واستغلالها والانتفاع بها وادخال عدادات الانارة والمياه وغيرها وذلك كله بالشروط والاوزاع الواردة بعقد البيع الأصلي المحرر بين الطرفين الأول البنك العقاري التجاري علي نحو ما ورد بالتمهيد.

خامساً - يقر الطرف الثاني أنه تسلم مستندات الملكية وعلي الأخص العقد المحرر بين الطرفين الأول والبنك العقاري التجاري، ولا يجوز للطرف الثاني التنازل عن الشقة للغير أو التصرف فيها بالبيع أو إجراء أي نوع من أنواع التصرفات عليها إلا بعد سداد أخرقسط طبقاً لما هو وارد بالبند الثاني، وعند مخالفة هذا الشرط يتحمل الطرف الثاني وحده كافة النتائج والآثار والتعويضات سواء للطرف الأول أو لبنك الإسكان والتعمير فضلاً عن بطلان التصرف.

سادساً - يظل التزام الطرف الأول بسداد باقي أقساط ثمن الشقة للبنك التجاري العقاري قائماً حتى تمام السداد، ويتعهد الطرف الأول بنقل الملكية للطرف الثاني بعد سداد كافة الأقساط للبنك، ولا يجوز للطرف الثاني أن يطالب بنقل الملكية أو اتخاذ إجراءات دعوي الصحة والنفذ قبل سداد الطرف الأول لجميع أقساط البنك حسبما ما ورد بالتمهيد والبند السابق وليس للطرف الثاني أية حقوق قبل البنك العقاري التجاري أو صندوق تمويل السكن.

سابعاً - في حالة رجوع الطرف الثاني في العقد أو رغبته في فسخه قبل الوفاء بكافة التزاماته الموضحة بالبنود السابقة لا يكون له أي حق في استرداد ما دفعه للطرف الأول من مبالغ نقدية أو ما يكون قد سدده من شيكات.

ثامناً - أي نزاع يثور بشأن تنفيذ أو تطبيق هذا العقد يكون من اختصاص محكمة الخرطوم شرق المدنية.

تاسعاً - تحرر هذا العقد من أصل وصورة تسلم الطرف الأول الأصل وتسلم الطرف الثاني الصورة.

توقعي الطرف الثاني

توقعي الطرف الأول

.....

.....

توقيع الشاهد الثاني

توقيع الشاهد الأول

.....

.....

The translation of Sample number (2)

A contract of selling apartment by installments with having the right of the ownership until all installments paid

Dated November 7, 2008 assigned and entered into force between:

- A) Mr. Gasim .Amin, Sudanese, National card number 00808301 resides in Khartoum referred to herein as the first party (seller)
- B) Mr. Mohammed Al- Hassn Salim National card number 191789 resides in Khartoum referred to herein as the second party (buyer)

The two parties agreed upon the following:

Preface – As per the selling contract dated November 7, 2008, the first party owns the apartment number (12) dully exist in the first floor, next to the ground floor in the building number (8) in Al-safa neighborhood, East of airport, Khartoum city, the ownership of such a property transferred to the first party by buying through installments from housing financing fund affiliates to the ministry of housing dully exists in Khartoum west, as he delegated by the board director, and represented by The Commercial Real Estate Bank in collecting the rest of price installments of apartment, the said party is still in debt with the rest of installments of the said apartment plus the legal benefits, whereas the completion of the installments of the apartment shall be ended in 2017 A.C.

Firstly: the preface involved herein is undivided part of the same, as such contract assigned between the first party and The Commercial Real Estate Bank is deemed as integrative part hereunder according to the obligations and rights of successor.

Secondly: without prejudice of the legal rules of the debt transfer, the first party sold and signed away to the second party and in according to the actual and legal guarantees the apartment with clear land marks as mentioned in the preface herein against one million pounds, the first party has only received five hundreds thousands pounds out of its total amount upon signing this contract, and the rest of the amount which is five hundreds thousands pounds paid as follows:

A past due cheque for the amount two hundred and fifty thousands, the remaining amount of two hundred and fifty thousands the second party will commit to pay the first party through monthly agreed cheques with fifty thousand pounds each starts at the first of January 2009.

Thirdly: with consideration to the principles of the last conditions the second party will commits to pay all bills, real estate taxations, expenses, legal benefits, insurance and further expenses, as he also commits to the contract fee registration and fees of ownership transfer.

Fourthly: the first party acknowledges that, he has inspected the sold apartment full inspection that preclude any legal and religious ignorance and that he has truly received it and to be aware of his right upon signing this contract to use it , take advantage, making use of it, installing power and water meters in according to the terms and conditions involved in the original contract therein which signed between the first party and The Commercial Real Estate Bank as it has been stated in the preface herein.

Fifthly: the second party acknowledges that he has received the ownership documents and precisely the contract written between the first party and The Commercial Real Estate Bank, under no circumstances the second party has a right

to waiver the apartment to others or take action in sale or conducting any kind of transactions unless after the last installment has been paid according to the second paragraph in event of any transaction of this condition the second party alone will take responsibility of all results and damages either to the first party or The Bank of Housing rather the inaction of same.

Sixthly: the first party still commits to pay the rest of the installments of the apartment price to The Commercial Real Estate Bank until full payment, the first party also commits to transfer the ownership to the second party after all installments are paid to the bank, the second party has right to transfer of ownership or filing lawsuit of enforcement before the first party complete all the banks installments as it take it in the preface and the previous principle and the second party has no rights before The Commercial Real Estate Bank or The housing fund.

Seventhly: in event that the second party wishes to change his intention or to void the contract before fulfilling all his obligations stated in the previous principles, he has no right to draw back his payments from the first part either in cash or in cheque.

Eighty: any dispute may raise in regard to the execution or application of the contract herein, lies in the jurisdiction of Khartoum East Civil Court.

Ninthly: the contract herein has been issued into version original and copy, the original delivered to the first party and the copy version delivered to the second party.

The first party signatory

.....

The second party signatory

.....

The first witness signatory

The second party signatory

.....

.....

مقارنة نماذج العقود

كما هو موضح في المثال اعلاه فأن صيغة العقد باللغة العربية تتطابق مع صيغته باللغة الانجليزية وذلك كمايلي:

يشتمل نموذج العقد أعلاه باللغة العربية علي الآتي:-

- 1) عنوان العقد: ويشير الي اصل الموضوع الذي من اجله تم ابرام العقد حيث ينطبق ذات البند علي نموذج العقد باللغة الانجليزية.
- 2) الجملة المفتاحية: أو جملة المقدمة وهي توضح نوعية التعاقد وتاريخه واطرافه كما أن التاريخ الموضح في جملة العقد هو ذات التاريخ الذي يسري فيه العقد حيث ينطبق هذا البند ايضاً علي نموذج العقد باللغة الانجليزية.
- 3) الحيثيات: وهي فقرة مفتاحية قصيرة تلخص الالتزامات التي سيعمل الاطراف علي تنفيذها وهي بالضرورة تشتمل علي ركني القبول ولايجاب في العقد.
- 4) جزئية العقد الأساسية: وهي تحتوي علي شروط العقد الأساسية المكملة لما يرد في حيثيات العقد والتي ينبغي علي الأطراف الإلتزام بها.
- 5) بعض العبارات والمصطلحات الواردة في النموذجين بذات المعني والدالة علي لغة التعاقد.

Translation of contracts comparison

- 1) The title of contract: it stands for the subject matter for which the said contract was a signed.
- 2) The key sentence: or the introductory paragraph and it states the type, date, and parties to the contract.
- 3) Recitals: it is a short introductory paragraph to provide a summary about the obligations that parties should observe, and it is necessary to mention here is that, recitals are also involves the two principles of offer and acceptance.
- 4) The main body of the contract: it includes the fundamental conditions of the contract that complete what is listed in the recitals of the contract, which parties should observe.
- 5) Some words and terminologies included in both samples that enlisted with same meaning which indicates the contracting language.

2.2.6 Legal English from different views:

Goddard, c (2006:10) legal language reveals as:

1. The global language

In the international legal arena, English appears to have acquired dominance as The lawyer's *lingua franca*, in the wider context of internationalization of legal life The implications for law professionals operating internationally can be broadly summarized as a need for transnational legal and linguistic awareness. In the frame of this study and on a more concrete level in the sphere of legal language which translates the need for awareness of how to use English in contexts involving interaction between two or more legal systems such as English Arabic each with its corresponding legal language.

2. as varieties of legal English

Teachers of legal language need to be aware that legal English comes in several varieties.

For example, in the field of legal writing one proposed set of variants (Bhatia 1993) is:

- academic, such as legal journals and text books,
- juridical, such as court judgments and law reports and
- legislative, such as laws, regulations, contracts and treaties, with their dispositive mechanisms and formulas to control the future actions of individuals, populations or countries that fall within their sphere of operation. Another variety that could be added is the language used by lawyers to communicate with clients. For example, a report on an important court case in a law firm's website newsletter for clients would look very different from a report on the same case prepared by a court reporter for a readership of lawyers 3. However, the two types of report have one thing in common: they require considerable analytical and organizational legal reading and writing skills. What sets each apart, other than their different structure, is the dense, formal, traditional legal English style of the judgment compared with the modern, less formal, plain legal English style of the newsletter .Additionally, lines are confused between legal English on the one hand and administrative or bureaucratic English on the other. Moreover, each area of law has its own specific terminology. Thus, a lawyer whose work focuses only on, for example, shipping law, might also be familiar with terminology in related fields such as insure

Another example is the Unfair Commercial Practices Directive rights/) and its explanatory brochure .

Question discussed, though not answered, in the next section.

3. What standard to apply?

If legal English has its roots in common law legal systems such as England, then

to the extent that those systems differ from civil law systems such as other EU countries it could be said that to a greater or lesser extent legal English is system bound.

If so, then as soon as legal English moves outside its 'comfort zone' of common law legal systems, it may run the risk of being a poor fit, for example with legal concepts and terminology as well as underlying substantive and procedural aspects of the foreign legal system in which it is being expected to operate. However, this is not to suggest that the structure of English inherently requires it to describe common law rather than civil law legal systems. (lawyers and translators) whose aim is to use the target language, English, within the sphere of the English legal system, such as contracts and other legal documents governed by English law, except that language of contracts or other specialisms would be substituted for academic legal English. Here, though, legal English is being used in its comfort zone. However, further research would be required to prove the 'comfort zone' theory. But what of the Slovak lawyer working for a foreign buyer of a Slovak company where the due diligence and contract documents are in English but the governing law is Slovak law and – to complicate matters further – the legal department of the foreign buyer's 'mother company' insists on using standard common law clauses framed in conservative legal English? Here English is clearly being used outside its comfort zone. What kind of legal English does the Slovak lawyer need, for example, to reword clauses such as representations and warranties and boilerplate (general clauses) to fit with the Slovak legal system and with the entirety of the documentation?

4 - Educational ASPECTS OF LEGAL ENGLISH: DYNAMICS OF COURSE PREPARATION

Comfort zone' of native speakers of English. And does the legal expert called in by the Slovak lawyer and the mother company lawyer as consultant have resort to a standard to apply?

The answer seems to be that, at least for the moment, no uniform standard appears to exist so that a special solution would have to suffice. However, certain areas of the law within the EU do appear to be generating their own legal English terminology quite independently of the English legal system. Many examples are to be found in EU directives and regulations. One of these is Article 2 of the Unfair Commercial Practices Directive cited above 6, which contains definitions such as "to materially confused the economic behavior of consumers", "professional diligence" and "transactional decision". These appear to have been developed independently of the English common law system but will inevitably be absorbed by it in transposing legislation and regulation and therefore into common legal and even general language.

Another source of new terms in English is the European Court of Justice (ECJ), which defines terms independently of Member State legal systems. Thus, the term 'worker' may be assigned a meaning by the ECJ that initially differs from that in some or all EU Member States. However, the ECJ meaning will inevitably filter through in time to become the meaning everywhere in the EU.

More generally, the European Commission has issued a booklet 'How to Write Clearly', for all EU languages, not merely English 7. This implicitly distances itself from conservative legal writing style. Although not specifically about legal language, some legal examples appear and the implications are clearly applicable to legal as well as administrative texts.

Again within the EU, a shift in terminology (and therefore in conceptual approach)

is discernible. For example, a move away from the common law ‘tort’ and the civil law ‘delict’ is evident, especially in the field of public liability towards ‘non-contractual liability’ or, simply, ‘liability’. The problems of choosing between ‘tort’ and ‘non-contractual liability’ can be highlighted by the choices of Professor Christian von Bar. His major study on damages liability was about ‘torts’ (von Bar 1998, 2000).

Some ten years later he produced another study on the same area, now about ‘non-contractual liability’. In the latter he explained the change of term as follows (von Bar 2009: xiii):

The title of this volume “Non-contractual liability arising out of damage caused to another” was suggested by Professor Eric Clive, Edinburgh. We have gratefully taken it up. The expression “tort law” is too tied to the Common Law tradition, while “law of delict” is too closely allied to the Latin tradition and, moreover, no longer entirely correct, semantically considered, in view of the widespread forms of liability without intention or negligence.

Influences on legal English are thus apparent from within the EU – the Commission, the ECJ and academia.

In general, this means, e.g.:

- promoting plain modern legal language, concise sentences, stated positively, focusing on one idea with subject + (active) verb + object where the main idea comes first;
- avoiding obsolete words and phrases, redundancies, long sentences, subordinate and embedded clauses, nominalizations, passive verb constructions, double negatives, exceptions to exceptions, legal pairs, *and/or*, *shall*, etc. This position guides the approach to legal English training.

2.2.7 Hikki, E (2006:1) illustrate legal language as: legal language doesn't qualify as the language in the same way as French or Arabic it just operates as a functional variant of natural language with its own domain of use and particular linguistics norms (phraseology, vocabulary, terms and meaning). Legal language processes a number of specific features. These morphosyntactic, semantic. This language is used in particular social roles: pleading, claiming and so on.

It is clear to see that legal language is based on ordinary language. For that reason, the grammar and the vocabulary of legal language are same as in the case. However legal language is language of special purposes. This means, first of all, that a large number of legal terms exist whose properties vary according to the branches of the law. In addition, the legal language of different periods to a varying degree. Characteristics that distinguish them from ordinary written language (e.g. sentence structure). One may speak of a specific language style. For those reasons, it often occurs that legal language maybe incomprehensible from the stand point of the public. Legal language often characterized as a technical language which is to say a language used by a specialist profession. That is accurate but only with a certain reservations. True, legal language is, first and foremost, used by lawyers. Nevertheless, in the courts and still more in the government are the professionals who are not lawyers who properly so- called (Jury- members, Judges and administrators). At the same time, it seems natural to say that a citizen who, for example writes his own will following a model form. Still more important, by contrast with most other languages for special purposes, the target of the messages transmitted in legal language often consists of the whole population or a number of particular citizens. A law normally requires compliance of all the people, while a courts judgment relates, first and foremost, to the parties involved in the case. Thus, legal language is not instrument aimed solely at internal communication within the legal profession. Use of legal language is notable for the

fact it is very widespread: it governs all areas of social life, and it can, through intersexuality, be combined with language from any and every domain. Furthermore, legal language is very old, which is not necessarily the case with most other languages for special purposes. This why, historically, it has shaped the ordinary language of various countries, and in a significant way. Illustrations might include documents from royal advisor in France at the close of the middle age and the beginning of modern times. However this is not a matter of unique historical phenomena. Even today, legal language still influences ordinary language. It isn't clear that the domain of usage of ordinary language and that of language used in legal matters are geographically identical. The population can make use of another language than that forming the basis for country's legal language. In the Middle Ages and, in part, at the beginning of modern times, Latin was a language of legal proceedings, and notably of written judgments. Another example: Swedish constituted the sole language of legal life in Finland until the second half of 19th century. Today the official language as well as the language of legal affairs on many African countries is French or English, in spite of the fact that the population speaks one or several African languages.

Goddard, c (2006:25) legal language reveals as: Legal Register is the official terminologies and context that used in different legal situation, contrary to the slang which used in nonofficial way.

2.2.8 Genres of legal language

Division of into sub-genres

Legal language can be divided into sub-genres, particularly according to sub-groups of lawyers. This is explained by the fact that the language of each subgroup Of lawyers to some degree possess particular characteristics (vocabulary, style).this notably so as to the language of legal authors, legislators, (laws and

regulations), judges and administrators as well as advocates. The division of the legal language into subgenres is a relative matter. Here, are traditions of the country concerned play an important part. For example, in continental Europe one can refer to notarial language. The reason is simple. In these countries notably Latin countries – private law documents have been drawn up, for a thousand years, by a separate body: the notarial profession. A notary is lawyers who can be styled part official, part advocate, the long tradition of notarial college explain the specific characteristics of their language. The language of legal author is characterized by greater freedom than the other sub-genre of legal language. At the same time, legal author employ a good deal of a scholarly vocabulary, notably Latin terms and sayings. Courtroom languages is especially formal, often too old or archaic. It is often has a categorical character, in that judge use unreserved declarations and decisive orders.

2.2.9 Legal language and legal linguistics.

France courtroom language is also brief and narrowed when it comes to reasoning of judges by contrast, detailed argumentation with too much eloquence. Highly complex sentences construction was formally used in some countries that still remains the case today. Finally texts of whatever genre of legal language understandably include many legal terms. Besides legal language can be divided into sub-genres on the basis of branches of law. The main distinguishing criterion then become the specialist terminology of each branch. It goes without saying that a larger part of legal terminology being covered. Criminal law, for example, contains scores of terms that are almost never used in texts on the law of property or constitutional law. Equally, in some branches of the law legal terminology is mixed with non- legal technical terminology: for example criminal law involves psychiatric terminology, while lands law involves surveys, and tax law involves accountancy.

2.2.9.1 Related linguistics phenomena.

Legal jargon the style of legal language forms rays that extends from only the constitution of everyday legal texts, with their more laid back styles. These rays becomes complete with legal jargon. All professions develop their own jargon, which significantly strengthens internal relationship as well as the coherence of the group in question. Part of legal jargon is common to all sub-groups of lawyers (e.g. , judges, advocates, civil servants). Nevertheless, other expressions also exist that are only used within the rank of single sub-group of lawyers, or even within a particular court or a department (e.g , Ministry, supreme court). As to the origin of legal jargon expressions, this varies. For example, in the English countries are often confusion of legal Latin terms which illustrates the strengths of Roman law tradition across Europe borders. At the same time, it can be said that no clear border line exist between lawyer to lawyer jargon and public people slang relating to legal phenomena. Certain expression relating to legal circles are also used by general public. Legal jargon often takes the form of abbreviations, notably in general court documents. Replacing explanations as to legal institutions by numbers of articles constitute particular genre of abbreviation. This involves a phenomenon known in all legal cultures. In the Soviet Union, this form of replacement was particularly common. Thanks to Russian memories and literature about the prison camps, the number of certain articles of soviet penal and procedural legislation became of bad reputation even abroad. To illustrate, in a recent work a Russian legal linguist. The language lexicon background of criminal association linguists often characterized the language of offenders as a counter language of legal language, notably that of criminal law. The heart of this counter is formed by prison slang. Counter- language satisfies different needs. It strength relationships of groups of prisoners in relation to the “enemy”, that is, prisons officers and the justice system in general. Thus it forms part of mental resistance,

by mean of which prison society maintain itself against freedom limitation. At the same time, prisoners' counter- language operates as a secret code, rapidly-changing, and largely unknown to prison officers. As with slang in general, the frequency of synonyms is typical of prisoner's slang. For example, in Finland applied research found that prisoners have around 70 expressions to describe a police officer, and about 30 expression to describe imprisonment.

2.2.9.2 Legal Language as Discipline

The beginning of interest in legal language; in the modern sense, legal linguistics is discipline that has only recently become established. However, legal language has aroused interest for thousands of years from various angles. Law is necessarily bound to language (notably in matter of legal interpretation), and in that sense legal language has existed as long as the law. In certain contexts, the language aspects of law dominates: legal translation, legal lexicology, and legal rhetoric. In ancient times, the goals of interest in legal language were mainly practical.

2.2.9.3 Legal language and legal linguistics

Indeed, legal translation has left particularly long trail behind it, the first legal text translated from one language to another, and which has survived until today, is peace treaty in two languages between the Egyptians and the Hittites, dating from 1271 B.C there followed innumerable legal translations, as much in the international level as for domestic needs of various states. As famous example different bodies, juries first translated into Greek and later in many other languages.

2.2.9.4 Legal linguistics today

Phenomenon concerning human speech has along aroused the interest of scholar, but modern linguistics only developed at the beginning of the 20 century. This has opened up opportunities to examine legal language from the viewpoint of linguistics proper. At the same time, the enormous fields of science and technology

in the 20 century give birth to the need to study the various languages for special purposes both comparatively and in relation to ordinary language. We should also bear in mind the philosophy of language in 20 century. Contemporary researches into legal languages is accounted for by this background. It should be stressed that this research doesn't goes by the name of legal linguistics and that its content is variable.

2.2.9.5 Comparative legal linguistics

School of law having played an important part in 19 century the main source for this chapter is George Friedrich Puchta, the classic author of legal language, can also be found the name of Jean carbonnier, the French civilian and sociologist, whose main work on legal sociology is a available in Russian version, it should stressed that, in spite of this isolation, Vlasenko,s work of is very high quality.

The above description doesn't cover all research on legal language. Notably, some important studies exist on history of various legal languages. One example, already a classic, David Melinkoff,s work, the language of law (1963), relating to legal English. Similar studies have been published even in some a smaller countries, such as Finland: Paavo Pajula, Suomaisen lakikelen (the history of Finnish legal language in broad outline 1960) in this context, too, should mentioned research into legal Latin. The different training of researchers into legal language results in the differences in the focus of studies – a positive advantage. In all school undertaking research into legal language, lawyer as well as linguists are to be found. Researchers often dual training, or a study is carried out in close cooperation between lawyers and linguists. An illustration of this is the language of law. Legal linguistics examines the developments, characteristics, and usage of legal language. Studies in this discipline may equally concern vocabulary (notably terminology), syntax (relationships between words), or semantic (the meanings of the words) of the language. It cannot be said to be branch of linguistics, it would be

better to say that the language of law is examined, in the frame of legal linguistics, in the light of observations made by linguistics. That why one author characterizes legal linguistics as being a combination between legal science and linguistics, notably applied linguistics. The topics of legal linguistics contains problems that, strictly speaking do not fall within the domain of linguistics. However, this first discipline is broadly based on the theory of linguistics, notably sociolinguistics. It useful to examine the position of legal linguistics in relation to the different branches of linguistics. Firstly the connection of this discipline with semantics is very close. Indeed, lexicology- which forms part of semantics- occupies a central position in legal linguistics. This accounted for by the fact that it's essentially through terminology that legal language differs from ordinary language. One important application of lexicology is legal lexicography, that is, compiling legal lexicon and dictionaries.

At the level of syntax, legal linguistics examines sentence length and level of subordinate clauses; on the other hand, phonology, morphology, and phonetics are further away from legal linguistics: their importance in legal contexts is reduced by comparison with semantics and syntax. However as to morphology some phenomena can provide some important research topics. Amongst other things this concern the construction of compound words, from aground that a modifications that taking place in the original words forming part of the construction, in certain languages studies of this type are particularly important because the structures of these languages favours construction of compound words. And finally we come to forensic linguistics, which is especially developed in English -Speaking countries and which examines production and awareness of utterance from legal viewpoint notably in the courts. This discipline has several applications such as phonetic analysis of human voice (for example, in the case of threatening phone calls), verifying the authenticity of documents.

A very different aspect exists: research into legal style. This research has a particular application in the field of rhetoric. As mentioned, the tradition of legal rhetoric goes back to antiquity. In the frame of legal rhetoric, questions include how advocates convince judges of the worth of their messages.

2.3 Review of related previous study

2.3.1 Abdelkarim (2010) conducted a study titled translating contracts between English and Arabic: toward a more pragmatic outcome. The study aims at how pragmatic and functional considerations are important in translation of legal contracts, the researchers relied on nine translated versions of three authentic contracts. Real Estate contract, a contract of lease and employment contract commissioned to be translated by three professional translators. After examining all the source and target texts of the said contracts, Abdelkarim found out that the translation of legal contracts are among most difficult documents to translate, and this only because often the writers of contracts are not professional. Additionally contracts are known for their stylistic conversions, such as synonyms and quasi – synonyms and reference repeating.

Thus, the above previous study relate to the present study in term that the concluded result may create a risk of making translation and reading of legal contracts even more incomprehensible in the areas of semantics and syntax of the original text, since the stylistic conversions of the original text(source text) very rarely coincide with of target text.

2.3.2 Another study done by Trosborg (1994) concerned with a language used in legal speech acts (legal language of documents and contracts); in legislative texts in the field of English contract law, as subject of the study. It points to a division of English subdomains (the language of legal contract as sublanguage). The data of investigation have been drawn from a corpus of legal language within the specific field of contract law, comprising three languages (Danish – English – French)

covers different types of legal texts relevant to the subjects: statutes (written legislative laws), rules, regulations, Judgments, contracts, legal text books, articles in law journals. The data subjected to analysis from linguistically different levels involving semantic and syntax. Trosborg found out that the observed differences in the use of directives in English contract law compared to the use in conversational English may ascribed to a difference between the written and spoken medium, moreover the total absence of want – statements in the language of contract (the speaker’s wishes and desires for something to take place), which in conversational language is realized, such as: I want, I would like; on the other hand the modals verbs “may” and “shall” has been pointed out in legal contracts language as indicating the force of permission, which acts employing the modal verbs, shall were treated as having the force of orders; some of the legal contract writers have stressed the need to distinguished between the two modal verbs “shall” and “may” in language of legal contract. Shall is to be used in contracts to indicates “mandatory” and “may” directory force, that is shall implies obligation or duty , and may implies permission.

This previous study relates to the present study, by throwing lights on some semantic and syntactical patterns of language of legal contracts; like modal verbs and their use in language of legal contracts. Additionally it indicates the inapplicability of want – statements for legal language of contracts; whereas the language of contract is more formal and strict and doesn’t involve such a statements.

2.3.3 Derba (2012) conducted a study in using language in legal contexts. He throws lights in different terms and phrases that are more common in use in language of legal contracts. Derba considers them from different linguistically levels such as: phonology, morphology lexicology, and in term of meaning and grammar due to analyzing them form semantically and syntactically point of view.

He uses drills, tests, interviews to prove the study. Derba found out that there are an important observations and outcomes relate to the language of some legal contracts; that writers, readers, lawyers, judges, legal advisors, parties to contracts should pay attention to, while they are dealing with, reading , interpreting, understanding the contracts. Such observations can be enlisted as follow: product liability, which means the persons who should be liable, and can be either one of the following parties to the said contracts: the seller, the manufacturer, even the consumer; If a defective product causes damage to whom so ever party to the said contract. The other point is writing contract activities which means: legal contracts writers must know; different backgrounds of people for whom they write; their cultural, academic, educational, social backgrounds, as well as purpose of writing the said contract, where these two points determine type of communication, and level of formality writers can use. Then followed by the point that focus on the oral contracts communication activities; which means that the listener and speaker of oral legal contracts should focus on; sentence stress orally, which includes different qualities of sounds such as tone, intonation, vibration to determine to what extent words, phrases, clauses, sentences are of important meaning in the said contract. On the other hand contracts have very accurate and specific use of grammar patterns; within different contexts of contracts such as passive voice, infinitive, modal verbs, main verbs, special sentence combinations, reported speech, connectors, conjunctions, and their influence in the level of formality; since the grammatical patterns relatively influence the level of formality and eloquence within different contexts of legal contracts language.

So, the above previous study relate to the present study in the notion that; semantic level of legal contracts language is being directly influence by syntactical, phonological structures, which might cause to modify the legal contract meaning, if they aren't sound.

2.3.4 Ali Awad (1998) prepared study titled model formulas for judicial contracts and documents, Awad focuses on the latest developments that the formulas and formats of the legal contracts witnessed, as a result of the great advance in the fields of: Technology, investments projects, multi activities ...etc. He consults different old samples of legal contracts, and accordingly he designs new formats of different legal contracts that match the new developments in the said fields; by filling the gaps that the formats and formulas of the old contracts left; Ali found out that: the formulas and formats of the old contracts are unable to meet the current developments in the fields of multi legal transactions such as: selling, buying, hiring, assigning in terms of formats and formulas, whereas a new formats and formulas have been recently needed to involved in the new samples of legal contracts, including some changes and modifications on different linguistic levels such as: semantics, syntax, morphology, lexicology ...etc.in addition, he found out that: the terminologies that relate to the Islamic religious and sharia; have been ambiguously used and interpreted in legal contracts writing, which made it linguistically (semantics) unclear for legal persons and entities in different Islamic countries to interpret vividly the Islamic sharia contractual terms and conditions, and to deal with them easily.

This previous study relates to the present study in the idea that; it mainly focuses on the formulas and the formats of different legal contracts, and how the said formulas and formats should be written clearly, in according to a certain a logical scientific factors that being agreed upon by legal persons and legal entities who establish the contracts.

2.3.5 Kenneth (2004) established a study concerns the legal language of contract. He focuses on the most important elements and details of legal contract writing. Kenneth deals with them in accordance with different linguistically levels, in addition to accurate elaborated detailed explanation to contracts formats and

formulas in particular and language of contracts in general; with a special attention to the meanings and combinations of the sentences and words in legal contracts. He uses the analytical, descriptive, and comparative methods to prove his data, consulting another references and researches that relates to the subject matter of his study to justify the said data. He found out that: contracts have special patterns, formats, formulas, contexts and lexical items that should be used in their writing, and they are as follow: the contract formats or contracts main parts are: the title, the introductory clause, recitals. The language of the body of the contract which is illustrated as follow: language of performance, language of obligation, language of prohibition, expressing conditions; the layout of the body of the contract which is arranging the provisions in the body of the contract. The back of the contract which involves: the conclusive clause, the signature blocks, blank space after the body of the contract; in addition to the syntactical aspects which was represented by different types of ambiguity. Moreover, the semantic aspect which was represented different by lexical items that specifically are used in writing contracts; in addition to different words, formulas and numerals that are used in the same contracts.

This previous study relates to the present study in the idea that, it considers the most important aspects of the legal language of contract such as: syntax, semantics, formats, formulas, numerals, and the general form of the legal contracts.

Summary of the chapter

To conclude this part of this chapter consists of different definitions for legal contracts form different point of views. Moreover it considers different phrases, clauses, words, and formulas that more commonly used in writing contract; In addition to different types of ambiguity such as sentences, subject, and direct object ambiguity, each supported with examples. Also formats of contracts writing, and arithmetical operations, numeral writing in contract; in addition to conditions of writing contract from different attitudes of different writers. A

general background about language of law is also provided. On the other hand it considers ways of encountering the vocabulary of legal language in general since this part relates to the legal language of contracts.

To sum up, this part consisting of three previous studies relate to the present study. The first one titled “Translating contracts between English and Arabic: Towards a more pragmatic, outcome.” The second one is concerned with a language used in legal speech acts; in legislative texts in the field of English contract law, as subject of the study. The third one is “using language in legal contexts. The fourth one relates to what extent do the old formats and formulas of legal contracts are differ, and how the old samples of the legal contracts can be modified to meet the new advance in different contract. The fifth one focuses on formats and formulas in particular and the language of contracts in general, with special attention to the meanings and combinations of the sentences and words in legal contracts. All of the previous studies considered the language of legal contracts in different ways; they consider contract from different linguistically levels such as: phonology, morphology, lexicology, semantic and syntax, and the influence of each of these linguistic levels on each other, in addition to their influence in the general meaning of legal contracts.

Chapter Three

Research Methodology

. Introduction

This chapter provides description of the research methodology. It is divided into three parts, the first part discusses the methodology tools that the study uses to describe the data, followed by the research materials and summary for the whole chapter. The research materials are samples of different legal contracts; for different purposes in both English and Arabic languages. Such methodology is selected according to the nature of the present study, which requires such research materials and tools for its data. Moreover, the present study is a contrastive study of the legal language of the contracts from semantic and syntactic perspectives.

3.1 Methodology tools

The present study adopts the analytical descriptive method for describing the data collected.

Analytical Descriptive methodology is intermixed methodology; which includes both approaches analytical and descriptive that are initially going to be considered separately in this chapter; in order to illustrate the idea of such approach.

Gay (1976:6) defines the descriptive method as involving collection of data, in order to test hypothesis or to answer questions concerning the correct status of the subject of the study.

Nature of Descriptive Method:

Designed for the research to gather information about presenting existing conditions.

Aim: according to Travers (1978:22)

To describe the nature of situation as it exist at the time of the study, and to explore the causes of particular phenomenon.

Gay (1976:6) outlines that, the factors that determine the usefulness of the method are:

- Appropriateness of the research sampling procedures.
- The accuracy of the data collecting method.
- The relevance of the information gathered for the situations of pertinent problems in the study.

On the other hand www.thwink.org Define analytical method as “structuring one’s analysis.”

In another word it is the use of appropriate process to break the problem of the study down into elements Necessary to solve it; each element become smaller and easier to solve. Analytical approach takes a problem of the study breaks it down into its fundamental essential parts so as to facilitate understanding the problem, and then adds elements that represent a solution. Such element forms the formal argument, which illustrates the problem and its solution.

Rottenly, the analytical method is required difficult study problem; why, because such problem becomes too complicated to be done intuitively. Because each element of the problem must be represented formally, such as with exact phrases in writing or with equations with a simulation model, so the study seeking to find solution the problem can go over and over advance analysis to prove it.

A correct analysis requires reliable understanding i.e. reliable knowledge. And the only known way to produce reliable knowledge that is true is the scientific method. Therefore, because the scientific method is analytical approach in addition the descriptive one they are only known ways to solve difficult problem study.

3.2 Research Materials

Merriam and Simpson (1995:57) reflect that research materials are strategically and systematically identified group of people; or events that meets the criterion for particular study. Research materials are powerful tools in humanitarians and social studies.

Research material is an important aspect of many types of research study. Inaccurate materials can impact the results of a study and ultimately led to invalid results.

A number of different methods for conducting research materials were listed by Robinson (1991:2). These include questionnaires, interviews, case studies, tests.

To achieve the objectives of the present study, one way of conducting the research materials is adopted; which is data analysis

Data analysis according to Geoffrey. M and David .D (1996:130) is a method of examining the overall impact of the research data on the makeup of study sample and the study's findings.

Different materials of legal contracts of different purposes in both English and Arabic are analyzed through data analysis; such materials are taken from authenticated different sources. Two Arabic contract samples are attached to this chapter. One Arabic sample of marriage contract has been taken from Khartoum North Court for Family Affairs 2008. The other one has been taken from authenticated book that contains different samples of different types of contracts called "Model Formulas for Judicial contracts and

Documents" by Ali H.A (1998) who is a lawyer and specialist in legal contracts. On the other hand one English sample of legal contract has been taken from a book called, "Contracts Translation" by Mohammed. M. A (2003). The other English sample has been taken from "London Great Church".

Summary of the chapter

This chapter is focuses on the methodology of the current study, which includes the methodology tools, the research materials, which all together constitute the research methodology of the current study.

Chapter Four

Data Analysis, Results and Discussions

This chapter, consists of two parts, the first part is theoretical background about similarities and differences between the semantic and syntax in English and Arabic. The second part is analysis of sample contracts from semantic and syntactic perspective.

4.1 word form, meaning and arrangement in a sentences

One of the main arguments that the present study is based on that, language is two – faced form, and interpretation (meaning). This factor is correct in the sense that words have a form and meaning, but also it has been seen that; the arrangement of words in a sentence itself is meaningful in that it also contributes to the interpretation of the sentence.

Maggie (2011:1) outlines that, syntax is a sentence construction and words group together to make phrases and sentences.

On the other hand Mahmmoud .A (2011:12) defines the Arabic syntax as arrangement of word order, the modification the word construction and the change of the vowel sounds at the end of the words.

According to the above definitions, Arabic and English syntax agree on the factor that, they observe the conditions of the sentence formation, but they disagree on factor that English syntax doesn't involve Vowel sounds change at the ends of the words. So the main focus of this part of the current chapter is the sentence – formation, thus this part will consider the most frequent syntactic tools that are used in English language in general and language of contract in particular, whereas the contract is the main issue of the current study.

4.1.1 word – order typology

The first syntactic point or element that can be compared between both English and Arabic is word – order typology which relates to the arrangement of the word class within a sentence. The word - order typology is considered as a one of the most important syntactic differences between both English and Arabic languages; this can be seen as follow the English word – order typology is Subject +verb + object “Nominal sentence in English تكون الجملة اسمية في اللغة الانجليزية, whereas Arabic one is Verb +Subject +Object, Verbal sentence in Arabic بينما تكون الجملة فعلية في اللغة العربية Verbal sentence in Arabic

(e.g) Ali plays football Nominal sentence in English word – order typology. So when this sentence translated into Arabic version it will be as follows as verbal sentence.

تكون الجملة فعلية في اللغة العربية . يلعب علي الكرة

4.1.2 Clauses order

The another syntactic difference between English and Arabic is clauses order, so English language usually initiates the sentence with a dependent clause (e .g) In his journey to port Sudan, Mohammed will travel by bus , whereas Arabic language initiates the sentence with independent clause (e.g) سوف يسافر محمد بالقطار, في رحلته . The dependent clause is a one that can't stand alone by itself and give meaning full sentence, unless it joins another independent clause.

- The independent clause is a one that can stand alone by itself and give meaningful sentence.

4.1.3 passive and active voice

Another syntactic difference between English and Arabic languages is the matter of passive and active voice, so English sentences are often written in a passive form in particular in scientific articles and researches and legal texts, whereas Arabic sentence is often written in active voice, but not always.

An example of English sentence in passive form:

The contract herein is considered invalid; if either party of contract hereto refused to undertake his obligation. This means in Arabic.

يتم الغاء هذا هذا العقد اذا اخل احد طرفيه بالتزامه.

4. 1. 4 anaphoric and cataphoric

Furthermore syntactic difference between English and Arabic language is the matter of anaphoric and cataphoric. (www. Wikipedia.com) defines Anaphoric reference as an expression whose interpretation depends upon another expression in context (its antecedent or postcedent) while, it defines cataphoric reference as a word in a text refers to another word later in the text and need to look forward to understand; it can be compared to anaphoric reference, which means a word refers back to another word for its meaning.

Example of anaphoric in English:

Herein – hereto – hereunder – hereof – hereinafter – here above.

Example of anaphoric in English:

Therein – thereto – thereunder – thereof – thereafter.

In English sentences and in contracts in particular, the above words are written and they appear explicitly in the contracts, whereas implicitly understood in the Arabic text.

4. 1. 5 Demonstrative pronouns

There are syntactic agreement between English and Arabic languages one of those is demonstrative pronouns which in English are:

This: used for close near singular.

(e.g) this house. هذا المنزل

These: used for close near plural.

(e.g) these houses هذه المنازل

That: used for singular over long distance.

(e.g) that is a car. تلك سيارة

Those: used for plural over long distance.

(e.g) those are cars. تلك سيارات

4. 1 .6 Relative pronouns

another syntactic agreement between English and Arabic languages is Relative pronouns.

(www. Gingerosftware.com) defines Relative pronouns as a one which is used to refer to a nouns mentioned previously, whether they are people, places, things, animals or ideas. Relative pronouns can be used to join sentences.

Relative pronouns are:

Who, whom, which, whose, that

Who: used for animate subject الذي ، التي للفاعل العاقل

(e.g) the man who came here last time is my brother, which means in Arabic:

أن الرجل الذي حضر في المرة السابقة هو اخي.

Whose: used for possessive cases تستخدم للملكية

(e.g) the people whose eyes are green and narrow are Chinese. Which means in Arabic:

أن الناس ذوي العيون الصغيرة الخضراء هم الصينيون.

Whom: used for the animate object للمفعول العاقل (e.g) the woman whom they shall meet is their teacher, which means in Arabic:

المراة التي سيقابلونها هي معلمتهم.

Which: is used for both inanimate subject and object تستخدم في حالتي الفاعل والمفعول به لغير العاقل.

(e.g) the dog which had attacked us on Friday, was killed by the police. In Arabic means:

قتلت الشرطة الكلب الذي هاجمنا في الجمعة الماضية.

Two thirds of the Sudan area is a crossed by the Nile River.

This means in Arabic:

يعبر النيل ثلثي مساحة السودان.

That: used for both animate and inanimate, subject and object تستعمل لتحل محل الفاعل والمفعول به للعاقل وغير العاقل.

(e.g) I remembered the exam that, I succeed last term. This means in Arabic:

تذكرت الامتحان الذي نجحت فيه في الفترة الماضية.

My daughter prefers the Magic Land Park that locates on Omdurman to other parks in different areas in Khartoum state.

تحب ابنتي منتزه مجيك لاند في امدردمان علي سائر المنتزهات الاخرى المنتشرة في مناطق متفرقة في ولاية الخرطوم.

Long years ago, my wife met her supervisor, that had supervised her M.A dissertation.

قابلت زوجتي مشرفها الاكاديمي والذي اشرف علي رسالتها للماجستير حيث انها لم تقابله منذ زمن طويل.

The physician admitted the patient that requested him to be admitted on trauma and accident department in the hospital.

This means in Arabic:

وافق الطبيب علي تنويم المريض في قسم الحوادث و الاصابات بعد ان طلب المريض منه ذلك.

4.2 legal English verbs

There is another syntactic factor that involved in writing legal language in general, and writing contract in particular; which legal English verbs (coal).

Radford (2004:20) outlines that the functions of the contractual language can be summarized using the acronym coal which means (conditions, obligations, authorizations, limitations.) these functions give different words and phrases, the current study is going to consider them individually and to compare them with Arabic equivalences as follow:

4.2.1 Conditions

Conditions can take different forms:

1. When something must be done before something else may be done (condition precedent). For example

The consent of x bank **must be obtained** before the terms of this agreement **may** be implemented. So the same rule applied in Arabic language; “must” in Arabic means (يجب) which means the highest level of obligation of something to be done before another thing; thus when we translated the above sentence it will be: **الحصول علي موافقة بنك (س) قبل الشروع في تنفيذ هذا الاتفاقية**

2. When the performance of one obligation is linked to the performance another.in this context expression such as:

Provided that: which means **شريطة أن**

On condition that: which means **في حالة كذا**

Subject to: which means **وفقاً لي عملاً بي**

Are frequently used. For example:

This agreement may be renewed for further period of two years **subject to X** having carried out the duties specified in sections 7 to the satisfaction of Y. which means:

يجوز تجديد هذا العقد لعامين اخرين شريطة ان يقوم (س) بالايفاء بالتزاماته تجاه (ص)و الموضحة في الفقرة 7

From the illustration above is sound that, the said rule is applicable to its Arabic counterpart.

3. When certain criteria must be fulfilled in order to qualify for particular benefit, position, bonus, etc. in such circumstances, words such as fulfill, satisfy, and meet are used in conjunction with words like criteria and conditions. For example:

لكي يكون مستحقاً للتحفيز. يجب علي (س) استيفاء كافة المعايير الموضحة في الجدول (2)

It seems that the both English and Arabic versions observe the same condition.

4.2.2 Obligation

Shall

In legal usage (though not necessarily in normal ‘usage’) will refer to the future and indicates intention; whereas shall refer to the future and indicates an imperative. Thus ‘he will go’ means he intends to go, while ‘he shall go’ means he is obliged to go,

Therefore in both English and Arabic in legal contracts obligation which will come up in the future are often expressed using shall. For example:

X shall deliver the goods to Y on 5 March 2014. Which means in Arabic: يلتزم (س) 2014 بتسليم البضاعة ل (ص) بتاريخ مارس

4.2.3 Alternatives to shall/shall not

Must is good replacement for shall when expressing the imperative. For example:

- If X becomes a party to this agreement, he shall [must] immediately pay to Y.

When such sentence translated into Arabic, it shall be.

إذا أصبح (س) جزءاً من هذا الاتفاق، فإنه يتوجب عليه الدفع مباشرة ل(ص).

And it is clear from the example above such rule is applicable to the Arabic language.

4.2.4 Undertake

“Undertake” is sometimes used as synonyms for shall but is more commonly used to indicate a more complex situation involving agreement to do something and acceptance of associated legal consequences (usually failure to it) for example:

- X will endeavor to meet estimated dates for delivery of the goods to Y but undertakes no obligation to deliver by such dates, and X shall not be liable for any damage resulting from any failure to deliver by such dates.

So when such example translated into Arabic it will be

يسعي (س) لتسليم البضاعة ل(ص) في الزمن المحدد لكنه لا يتعهد بالالتزام بتسليمه في ذات الزمن، كما انه غير مسئول عن أي تلف ينتج عن تاخير تسلم البضاعة

Accordingly both versions meet the same syntactic patterns

4.2.5 Limitations

Limitations may of course take a number of forms – temporal, geographical, as to scope of activities, applications and responsibilities – though time limitations are perhaps the most frequently encountered of these. Words and phrases typically found in this context include:

- No later than في موعد اقصاه
- By february2015 بحلول فبراير 2015
- Remains open until 3 February
- علي أن يبقي مفتوحا حتي 3 فبراير 2015

The word “within” is particularly useful in this context as it can mean, inter alia, no later than, in temporal context or context relate to a certain time (e.g.)

(‘Within 14 days’), غضون اربعة عشر يوما

or also used in geographical context

(‘Within a 12 kilometers’) في مساحة تقدر با اثني عشر كليومتر.

او بمسافة مقدر اها اثني عشر كليومتر.

Which give the same meaning in both languages English and Arabic from syntactic perspective.

Not later than/not later than: there are differences in the way these two expressions are used. “No later than” is used more often than “not later than” and its less formal. Not later than is used mostly in formal documents, such as rulebooks, government laws, and academic papers. For example:

- The Employee shall notify the Employer of the illness of the first day of absence unless employer is aware of the nature of his illness and forward a medical certificate to the employer so as to reach him **not later than** the fifth day of absence, if the illness lasts for more than 4 consecutive day

When the above example translated into Arabic, it will be

يخطر المستخدم صاحب العمل عن مرضه في اول يوم غيابه مالم يكن صاحب العمل علي علم بطبيعة مرضه وارساله شهادة مرضية لصاحب العمل ووصوله اليها فيما لا يتجاوز اليوم الخامس من بداية الغياب اذا استمر المرض لاربع ايام متتالية

So, both ‘Not later than’ and ‘No later than both give the same meaning in Arabic language or two phrases with same meaning.

4.2.6 Operative language

The table below offers a list to operative language for contractual processes, with example of usage:

- **Provided that:** شريطة أن، علي ان ، ينص علي علي كذا (e . g) The contract may be extended for further periods of two years provides that the sales targets are fulfilled.

The translation of the above sentence will be:

يجوز تمديد العقد لفترة اضافية مقدارها عامين، شريطة أن تحقق المبيعات المستهدفة

- **On condition that** شريطة ان ، في حالة كذا

The agent is entitled to the bonus specified in clause 4(a) **On condition that** the threshold sales levels set out in clause 6 are met.

It will be translated into Arabic as follow:

يستحق الوكيل الحافز المشار اليه في الفقرة 4(ا) بشرط ان يتم تحقيق مستويات المبيعات الابتدائية المنصوص عليها في الفقرة 6

- **Subject to** الخاص لي

For example:

A hereby grants B, subject to the provisions of this contracts, an exclusive licensed to sell the licensed products I the Territory.

When the above sentence translated into Arabic means:

بهذا يمنح (أ) (ب) الخاضع لاحكام هذا العقد رخصة حصرية لبيع المنتجات المرخصة في المنطقة الاولى

So all of the conditions tools above have their own equivalences in Arabic language and they are all typically have the same syntactic features in both languages English and Arabic.

The above part covers as many as number of syntactic features that are being used in writing legal contracts in both English and Arabic languages, such as operative language, limitations, alternatives to shall, undertake, obligation, anaphoric and cataphoric conditions, word – order typology and relative clauses.

4. 3: Part (2) Semantic

If it is necessary to consider semantics, so it is important to focus on meaning in general, since semantics is simply means the study of meaning. A part of this chapter will be focused on semantics, and how description of word – meaning are combined together to make up the meaning of whole sentence in both English and Arabic.

Geoffrey. L (1985:89) outlines that, the analysis of word – meaning is often considered as a process of breaking down the meaning of a word into its minimal components. For instance the words “‘man’ ‘woman’ ‘boy’ ‘girl’ and other related word in both languages. These words all belongs to the semantic field the human race” may be accurately represented by a two – dominations field table.

	Male	Female
Adult	Man	Woman
Young	Boy	Girl

(Human)

The diagram above shows two dimensions of meaning: that of sex and that of adulthood moreover, the above diagram can be represented by the following formula, in which dimensions of meaning are expressed by feature symbols like human and adult:

- + Human 'human'
- Human 'animal brute'
- +Male 'male'
- Male 'female'
- + Adult 'adult'
- Adult 'young'

On the other hand, the meaning in Arabic language shares and observes same point with English one, which is breaking down the meaning of the word in its minimal component, which can be represented by the same formula.

+ انسان "بشر" + ذكر "مذكر" + بالغ "راشد"
 - انسان "غير عاقل" - ذكر "مؤنث" - بالغ "قاصر"

The plus signs above indicate the positive statement to enhance and improve the gender or the adulthood whereas the minus signs indicate the opposite.

- ❖ Also there is another semantic factor relates to the meaning that both English And Arabic languages shares ; which is the sentence and meaning:

Al- samirie (2007: 7) states that in Arabic language sentence should expresses a certain meaning, otherwise it is nonsense for instance if a set of word put together without observing the word order typology of the language, the subsequence will meaningless sentence for example (سوف محمد حضر) which means in English (Mohammed came will) in previous sentence there is no word order typology. So, if any sentence intended to be a meaningful unit, it should observe some factors in order that the speech involved by the said sentence could be acceptable: the factors are:

1. The meaning expressed by the sentence shouldn't be useless, due to previously being awarded by everyone for example (الليل مظلم) which means in English (the night is dark), with only exception of the speech whose purpose isn't to tell the

listener the fact or the reality of the exist situation, but to notify the listener about the speaker's feelings such as surprising, sadness, happiness.

2. The speech shouldn't be contrastive (e.g.) Mohammed's father has no son.
3. The meaning of the speech shouldn't indicate impossibility. For instance "all people did their prayers in this mosque last Friday. The meaning of the previous sentence it is impossible, if it is intended to express the fact of the expression which means all of mankind, but if it is intended to be exaggeration over all of the people whose prayers are sound and admitted, in this case it is possible and true.

4.3.1 Meaning relations

Another point that relates to semantic and meaning in both languages English and Arabic is meaning relations.

The only words for semantic relates in general use in both English Arabic is synonym which means the same meaning The synonym meaning relations is also applicable in Arabic language, which means the words that shares the same meaning, and can be illustrate through the following examples:

طويل – اطول – الأكثر طولاً

Which means in English tall – taller – the tallest

, and antonym which is the word of opposite meaning, however the illustration given to the terminology above shows their inadequacies particular in regard to contrast meaning. So the averages of illustrations above show that there is no one answer to what exactly the word antonym means, for instance what is the antonym of woman? Girl and man are equally have the same meaning. كلمة بنت ورجل هما عكس
كلمة امرأة في المعني

The problem is that the word antonym; gives an impression there is only opposite meaning for the word, but in fact it might have a number of oppositions words. Therefore the more contrasting word than antonym is incompatibility; If the contrastive words have at least one feature contrasting with a feature in the other

word. Thus the meaning of ‘woman’ is incompatible with that of child because of the clash between + Adult and – Adult.

Hyponym: another meaning relation

www. Dictionary.com define the word hyponym as term that denotes a subcategory of a more general class for instance: woman is subcategory of female, on the other hand the term hyponym is equally used in Arabic language in the same way that used in English which is subcategory of general class for instance

الحيوانات – الحيوانات المتوحشة – النمر.

Entailment: الاستتباع

Another semantic relation in both English and Arabic languages is entailment, which include both hyponym and incompatibility, whereas this can be proved through the following examples in both English and Arabic.

‘The secretary is woman’ entails ‘the secretary is adult’.

‘السكرتيرة امرأة’ تستتبع او تعني ‘السكرتيرة راشدة او ناضجة’.

‘I met two boys’ entails ‘I met two children’

‘قابلت ولدين اثنين’ تستتبع او تعني ‘قابلت طفلين اثنين’

The second parts of this chapter is showing the concept of semantic meaning in general, and meaning relations in particular, such as entailment, synonymy, antonym, hyponymy in both English and Arabic languages.

4.3.2 Syntactic analysis of sample (1) in English language.

1)The demonstrative pronoun “this” in the first line in the first paragraph, which used as one of grammatical and syntactic element in both English and Arabic languages in general and language of legal contract in particular; here is used to indicate a singular near noun which word “indenture”.

- 2) The word “made” in the same line in the same paragraph is used as a passive voice, which is more common in use; in English language grammar, and legal language of contract in particular.
- 3) The date illustrated in the same line above, in the same paragraph which is 2016; indicates in English grammar of legal language of contracts, the limitation of time in which this contract is signed, whereas such date is usually occurred in the same paragraph in every contract.
- 4) The word “that” is used as the relative pronoun in the third line in the first paragraph, which is more common in use of the legal language of contract; to indicate the day of signing the said contract.
- 5) The phrase “known as” in line number four is used in passive form in the first paragraph, to indicates the “the housing complex”; in which the apartment appointed out in this contract is located.
- 7) The address in the first paragraph is from contractual language perspective, is geographical limitation.
- 8) in the fifth line of the first paragraph, the phrase “ to occupied by” is used in passive form, to indicate the state of the apartment being inhabited by the lessor.
- 9) The relative pronoun “which” that used in the sixth line in the first paragraph, to indicates the purpose of using the said apartment.
- 10) In line sixth the phrase “leased by” is used in the passive form to indicate the apartment being leased by someone.
- 11) All of the dates illustrated in the first paragraph, are from contractual language perspective time limitation.
- 12) In lines nine and ten, the anaphoric “hereinafter” is used to indicate terms and conditions involved by the said contract, whereas this is more common in legal language of contract.

13) In line number twelve, the word “monthly” is used as a limitation of time, whereas the phrase “the sum of one hundred dollars” in the same line is a limitation of amount of money.

14) In line fourteen the phrase “At the time of execution this lease” independent clause which is more common in use, in English language in general and language of legal contracts in particular.

15) In line fifteen the phrase “shall pay” is obligation.

16) In line fifteen and sixteen there are two limitations, one is amount of money the phrase which is “the sum of two hundred dollars”, the other is time limitation which is also dependent clause. “Not exceed two month’s street”.

17) In line eighteen, the word “that” is relative pronouns that used to indicate the noun follow it “premises”. In the same line in the same sentence “they are in a reasonable and acceptable condition” indicate a condition. The line includes passive voice which resented by the phrased “their intended use”, that refers to the previous sentence indicate the state of the said premised.

18) Line twenty two include obligation represented by the phrase “shall be paid” which also include passive represented by the same phrase “ shall be paid by tenant”.

19) Lines twenty four, twenty five and twenty sixth, include obligation represented by sentence “tenant shall not assign this lease”, in addition to anaphoric which indicated by the phrase “hereby”; passive voice represented the word “leased”, moreover a cataphoric represented by the word “thereof” and passive voice represented by the word “written”.

20) Lines twenty eight, twenty nine, thirty, thirty one, thirty two, thirty four include condition represented by phrase “remedies provided by law”, “prejudice thereto”, which also include cataphoric represented by phrase “thereto”, in addition to another condition indicated by the sentence “if rent is not paid when due”, which

also include a passive represented by the word “unpaid”, another condition, which represented by dependent clause “and tenant fails to the rent within three days”, which also include a limitation of time, represented by phrase “within three days”, moreover, it include a condition represented by the sentence “ if the rent is not paid within that period of time” and another limitation which represented by phrase “3days note to quit” and passive voice represented by word “paid”.

21- The line thirty five includes obligation represented by sentence “Tenant shall surrender possession of said premises”, moreover line thirty six involves condition represented by phrase “in as good repair and condition as the same are now”.

Finally: all sentence above have been written in English word – order typology, which **subject +verb +object**

4.3.3 Sematic analysis of sample (1) English language

1) In the first line, in the first paragraph the word “made” has another synonyms in the legal language of contract which are “entered into” “entered by and between” “signed by”.

2) In second line in the first paragraph, both terms “lessor” and “lessee” are in compatibility “antonym”, moreover they are entails each other since they are subcategory of the contractual term “parties the contract” they are also constitute a hyponym.

3) In last line of the first paragraph, the two words “covenanted” and “agreed” are synonyms that almost share same meaning.

4) In line twenty two, the word “charges” in contracts share same meaning with the word “fees” which constitute a synonym.

5) Line twenty three, the word “tenant” in contracts shares same meaning with the word “lease” which constitute a synonym.

6) In line twenty four, in contracts the word “lease” shares same meaning with the word “rent”, in the same line the word “apartment” is subcategory of the word “real estate” which constitute “hyponym”.

7) In line twenty five, there is the word “leased” which in contract shares same meaning with the words “rented” and “hired” which indicate a synonym, it is clear that they are used in the text as a verbs, which justify that, synonym can be used in different word class.

8) In line twenty seven, there is a synonym which indicated by the word “landlord” shares same meaning in contract with the word “lessor”.

9) In line thirty one, there is a synonym the word “landlord” with the word “lessor” as it was mentioned above.

10) In line thirty two, the phrase “lease indenture” shares same meaning with the phrase “Rental agreement”.

11) In line thirty three, back again the word “landlord” shares meanings with words; “tenant” and “landlord”

12) In line twenty six, there is synonym of the word “possession” which in contract shares the same meaning with words “ownership” and “title”.

13) In line thirty nine, there is a synonym indicated by the phrase, “at the expiration of “in contracts shares same meaning with the phrase “at termination of”. In the same line there is a synonym represented by the phrase “this lease”, which in contracts shares same meaning with the phrase “the hire herein”

14) In the last two couple lines of parties to the contract, the phrase “the word “lessor ”entails the word “lessee”, due to they are subcategory of the contractual term “parties to contract”; in addition both phrased are in compatibility due to their oppositeness in meaning.

The table below shows the semantic items in English, and the number of their frequency within the sample (1) English language, to compare these items in each

other in both Arabic and English samples, to account for syntactic similarities and differences from contractual perspective in both languages.

The table of English sample (1) below 4 -2

Semantic items	Synonym	Antonym	Hyponym	Entailment
Frequency	15	1	3	4

4.3.4 Syntactic analysis of sample (1) Arabic language.

1) All of the sentences in this sample are active voice, and Verb + Subject + Object word – order typology; which they are main syntactic features of Arabic language

2) In the first line of the text the word "بتاريخ" which means “dated to” is a limitation of time. The word “بالخرطوم” “city” is a limitation of place. In line eleven the words “الشقة” “apartment”, “الدور” “floor” and “العقار” “Real estate” and in line twelve the word “الشارع” “street” and in line thirteen the word “حجرات” “rooms” and “صالة” “hall”; “مطبخ” “kitchen”; “حمامين” “two bathing room” are all a limitation of place. In lines fourteen and fifteen the words “البحري” means “Northern side”; (الجانب الشرقي) means “Eastern side”; (الجانب الجنوبي) means “southern side”; “الجانب الغربي” “Eastern side” are all geographical limitation. In line seventeen, the phrase “ثمن اجمالي قدره” means “total amount..... Of” is a limitation of amount of money; in the same line there is a demonstrative pronoun “هذا” means “this” used in a sentence

” تم هذا البيع مقابل ثمن اجمالي قدره

Which means “the selling herein is against total amount of, the said demonstrative is also repeated on the same line in the phrase “هذا الثمن المدفوع” which means the price paid hereunder. On the next line there is an obligation represented by “و هذا الثمن المدفوع يعتبر جمعيه تبرعاً من الولي دون حق الرجوع” means “the price paid herein shall deemed a donation from the sponsor, without having the right to change mind; whereas the word “يعتبر” in Arabic the words “shall” and

“deem” in English which all express the obligation in legal contracts. In line nineteen the word "المؤرخ" means “dated” indicate a limitation of time. In line twenty two the phrase “يقر الطرف الثاني” means “the second party confesses” is indicate a condition which involves the meaning of the obligation. In line twenty four, the phrase "دون ان يكون له حق الرجوع" means “without having the right of changing mind” it involves obligation, which can be replaced by phrase “shall have no right”. In line twenty three the phrase "وانه قبلها بحالتها الراهنة" means “and he accepted in its current condition” involves condition which includes stipulation. In line twenty five involve a relative clause, represented by the word "الذي" means in English “which” because it indicate a singular inanimate object which is “the part of land”; in the same line the phrase

"الشقة المباعة وجزء من قطعة الارض الذي يخصها" means “ the sold apartment herein, and a part of land that concerned it” indicate anaphoric represented by the phrase "الشقة" "المباعة" means “the sold apartment herein” anaphoric is “herein” which implicitly indicated in Arabic contract. Line twenty six involve obligation represented by the word "يلتزم" within a sentence "ويلتزم بضمان عدم التعر المادي"

Means “ he shall grantee the no violation material”. In line twenty eight the word "يعتبر" which in language of contract means “deemed” and “shall” which indicate obligation; the same line involves a limitation of time expressed by "المؤرخ" means “dated to”. Line twenty nine include a limitation of time indicated by the phrase "قانون سنة" means “ the act of”. In line thirty two involves obligation represented by the phrase

"تقع جميع الرسوم علي عاتق الطرف الاول"

Whereas the word "تقع" means in English legal contracts “shall” or “deem” which all indicate the obligation in contracts.

4.3.5 Semantic analysis of sample (1) Arabic language.

In the title of the contract, the word "عقد" means “contract” in Arabic legal language of contracts, it involves a synonym by sharing same meaning with the word "اتفاق" which means “agreement”. In the title again the word "الشقة" is the hyponym of the word “real estate”. In line five, the word "بائع" means “seller” is a hyponym of the word "طرف اول" means “first party” and it entails it. In line eight, the phrase "غير خاضعين للحراسة" means “they have no any violation under any legal article, that deprive them from signing this contract” entails the phrase

"او ممنوعين من حق التصرف" means “they are not allowed to deal with something as they wish to”. In line twenty, the phrase

"العقار" means “the land of the real estate” the word "أرض العقار"

Entails the word "أرض" means “land” and together they are in hyponym relation.

In line twenty two, the phrase "الطرف الثاني" means “the second party” is in hyponym relation with the phrase "الطرف الاول" means “the first party” and they are entails each other. In line twenty five, the phrase

"الشقة المباعة وجزء من الارض الذي يخصها" means “the sold apartment and a part of land hereto (apart of its land) the phrase

"الجزء" means “the sold apartment” entails the rest of the larger which is "الشقة المباعة"

, and the two phrase have a hyponym relation with each other.

In line twenty eight, the clause "يعتبر عقد البيع الابتدائي المؤرخ" means “the initial selling contract dated..... Deemed” entails the clause that follow it "مكملاً لهذا"

"العقد" means “integral part herein” or “integral part of the contract” and are in hyponym relation with each other.

In the last line, the phrase "الطرف الاول" means “the first party” and the phrase "الطرف الثاني" means “the second party” are entails each other, and they are in hyponym relation.

The table below shows the syntactic items in English, and the number of their frequency within the sample (1) in English language, to compare these items in each other in both Arabic and English samples, to account for syntactic similarities and differences from contractual perspective in both languages.

Table (4 – 1) English sample (1) syntax

Syntactic items	Frequency
Passive voice	15
Dependent clauses	22
Independent clauses	11
Anaphoric	3
Cataphoric	2
Condition	6
Limitation	13
Demonstrative pronouns	9
Relative pronouns	3
Word – order typology	All sentences are Subject +verb +object
Obligation	4

The table (4.2) below shows the syntactic items in Arabic, and the number of their frequency within the sample (1) in Arabic language, to compare these items in each other in both Arabic and English samples, to account for syntactic similarities and differences from contractual perspective in both languages.

The table 4 - 2 Arabic sample (3) syntax

Syntactic items	Frequency
Passive voice	1

Dependent clauses	6
Independent clauses	15
Anaphoric	10
Cataphoric	3
Condition	6
Limitation	5
Demonstrative pronouns	5
Relative pronouns	1
Word – order typology	All verb +subject+ object
Obligation	4

From the tables above, it clear is that, there are syntactic similarities and differences between Arabic and English languages in relation to legal language of contracts; on the level of differences for instance, most of the sentences that occurred in English sample (1) are in passive form; whereas the ones that used in Arabic sample (1) are mostly use in active voice; which proved that, English contracts are mostly used passive, whereas Arabic ones prefers active voice, English sample (1) used passive (15) times, whereas Arabic sample (1) used for one time. On the other hand in English the dependent clause occurred before independent clause as it shown in the tables above; English sample (1) used dependent clause for twenty two times , whereas Arabic sample (1) used for just (6) times. Moreover, all sentences in sample (1) English are used in word – order typology Subject + Verb +Object; whereas sentences used in sample (1) Arabic are used in word – order typology Verb + Subject + Object; all above are syntactic differences between English contracts and Arabic ones. On the other hand, in according to the tables above, there are syntactic similarities between both English

and Arabic contracts that represented by condition, limitation, demonstrative pronouns, relative pronouns, obligation, in terms of number, gender, situation, time, place, distance as it clear above.

The tables (4.3) and (4.4) below shows the syntactic items in both English and Arabic, and the number of their frequency within the two samples (1) and (2) in Arabic and English, to compare these items with each other in both Arabic and English samples, to account for semantic similarities and differences from contractual perspective in both languages.

Table 4 -3 the Arabic sample (1)

Semantic items	Synonym	Antonym	Hyponym	Entailment
Frequency	4	1	5	3

Table 4 -4 the English sample (1)

Semantic items	Synonym	Antonym	Hyponym	Entailment
Frequency	15	1	3	4

According to tables (4 -3) and (4 – 4); the semantic items in legal contracts in both languages, English and Arabic are identical not just because of the tables above, but due to the theoretical background in this chapter, in addition to the practical analysis; that has been proceeded in this chapter that proved the accuracy of the theoretical background.

4.3.6 Syntactic analysis of sample (3) Arabic language.

(1) The phrase “جمهورية السودان” means “the Republic of Sudan” in addition the word "الخرطوم" means “Khartoum” both they are indicate a limitation of place.

(2) The word "تحرر" which means “issued” indicates passive voice followed immediately by a limitation of time which indicates the of date issuing.

(3) In the second line the word "محكمة الخرطوم" means "Khartoum court" indicates a limitation of place, followed immediately by space indicates a limitation of time represented by Hijiri date that correspond to the Georgian date.

(4) The phrase in the fourth line of the sample "بمهر وقدره خمسين الف جنية" Means against "dowry of fifty thousand pounds" indicates a limitation of amount of money.

(5) In line five the word "دفعت" means "paid" indicates passive voice.

(6) In line six the word "هذا" means "this" indicates a demonstrative pronoun.

4.3.7 Semantic analysis of sample (3) Arabic language

(1) In the title of the contract sample the phrase "جمهورية السودان" means "the Republic of Sudan" entails the word "الخرطوم" and both they are in hyponym relationship; in the same title the phrase "السلطة القضائية" means (The judiciary authority) entails the phrase "محكمة الخرطوم شمال للاحوال الشخصية" which means "Khartoum North Court for Family Affairs" and both they are in hyponym relationship.

(2) In lines two, three, four the phrases "عقد زواج السيد" means "conducting the marriage contract of" and the phrase "بحضور موكله" means "in the appearance of his agent" and the phrase "في حضور موكلها" means "in the appearance of her agent" both the word "his agent" and "her agent" are synonyms and also the word "السيد" which means in the context of the sample "betrothed" and the word "الخطيبة" which means "fiancée" are in synonym, moreover they are all in hyponym relationship and entail each other.

(3) In line six, seven and eight the words "بموافقة وقبول" means "consent and acceptance" they are synonyms; in the same line the word "طرفي" which means "the first party" and "الطرف الثاني" which also indicates a synonym, hyponym and entailment relationship, in line seven the word "الشهود" means "the first witness

and” and “the second witness” which also indicates synonym, hyponym and entailment relationships; in the same line the phrase "وقفًا شاهدين" means “stood as two witnesses” and also means, stood as a first witness and second witness which indicates synonym, entailment relationship.

(4) In the signatures part of the contract the words "الزوج" means “husband” and word "الزوجة" means “wife” both word are in antonym and hyponym relationships, moreover in the same part the phrases "الشاهد الاول" means “the first witness” and "الشاهد الثاني" means “the second witness” which are also in hyponym and antonym relationships.

4.3.8 Syntactic analysis of sample (4) English language

(1) The phrase “The united kingdom” in the title of the contract sample indicates a geographical a limitation “state”. On the phrase “London Great Church” in the second line of the same address is also indicates a limitation of place.

(2) The date in the first line of the contract itself is indicates a limitation of time, in the same line the phrase “London Great Church” indicates a limitation of place, moreover there is a passive in the same line represented by the word “contracted”

(3) Line four indicates a demonstrative pronoun indicated by the word “this”, in addition to a passive represented by the word “conducted”.

(4) In line five the phrase “On the consent and acceptance of” indicates condition, in the same line the word “given” indicates passive.

(5) In line number seven, there is anaphoric represented by the word “herein”, moreover in line number eight there is a passive represented by the phrase being “void of all statutory impediments”.

(6) Line number nine includes two passive the first one represented by the word “issued”, the second one represented by the word “given”; in addition it includes relative pronoun represented by the word “which”; on the other hand the same line includes anaphoric indicated by the word “hereto”.

4.3.9 Semantic analysis of sample (4) English language

- (1) The phrase “The united Kingdom” in the address of contract is entails other phrase in the same address which is “London Great Church”.
- (2) The two words in the two brackets which are “bridegroom” and “bride” indicates antonym and hyponym.
- (3) The two words “husband” and “wife” are in hyponym relationship and entails each other.
- (4) In line five the two words “consent” and “acceptance” are synonyms, hyponym and entail each other; in the same line the phrase “contracting parties” indicates hyponym and entailment.
- (5) The words in the two brackets in line six indicates the names of the witnesses to the said contract, who are the first and second witness which both indicates hyponym and antonym.
- (6) The signatures part on the contract; the two phrased “for husband” and “for wife” indicate hyponym and antonym and entails each other; moreover “the two witnesses” indicates hyponym and antonym.

The table 4- 5 below shows the syntactic items and their frequency within sample (3) Arabic language.

Syntactic items	Frequency
Passive voice	2
Dependent clauses	12
Independent clauses	3
Anaphoric	4
Cataphoric	–
Condition	2

Limitation	6
Demonstrative pronouns	2
Relative pronouns	1
Word – order typology	All v+s+obj
Active voice	All sentences active voice with exception of

The table 4- 6 below shows the syntactic items and their frequency within sample (4) English language.

Syntactic items	Frequency
Passive voice	5
Dependent clauses	6
Independent clauses	3
Anaphoric	2
Cataphoric	–
Condition	3
Limitation	3
Demonstrative pronouns	1
Relative pronouns	2
Word – order typology	Subj+v+obj
Active voice	1

The table 4- 7 below shows the semantic items and their frequency within sample (3) Arabic language.

Semantic items	Synonym	Antonym	Hyponym	Entailment
Frequency	4	2	7	8

The table 4- 8 below shows the semantic items and their frequency within sample (4) English language.

Semantic items	Synonym	Antonym	Hyponym	Entailment
Frequency	1	3	5	5

4.3.9.1 Verification of the Hypotheses in relation to Data Analysis and Results.

From data analysis and all tables above, the data analysis and Results above prove the trueness of the two hypotheses of the current study which are:

- 1- There are semantic similarities and differences in the legal language of contracts in both English and Arabic, such as synonyms and antonym.
- 2- There are syntactic similarities and differences of the legal language of contracts in both English and Arabic; limitation, anaphoric and cataphoric.

by justifying that English and Arabic contracts have similarities and differences in term of semantic and syntactic factors; but the similarities are too much than differences by practically showing that within the samples of legal contracts in both English and Arabic, that attached to the current study, and after deeply being analyzed from syntactic and semantic point of view, considering different semantic and syntactic factors such as shown in the tables above.

Summary of the chapter four

This chapter consists of two major parts. The first part has provided a theoretical background, which indicated in details the syntactic and semantic elements upon which the data analysis have been done. It is followed by the second part which contains the data analysis process which has been done in a paragraph followed by illustrative tables; Then a paragraph about the hypotheses and their verification and proving the study hypotheses.

Chapter Five

Main findings, Conclusions, Recommendations, and Suggestions for Further studies

Introduction:

This chapter consists of four sections. Section one is summary of the study. Section two is conclusion for the study. Section three is recommendations of the study; Section Four Suggestion for further studies.

5.1 Main findings of the study.

The aim of this study is to investigate the similarities and differences of legal language of contracts in both languages English and Arabic, from semantic and syntactic perspectives.

- The objectives of the study are to investigate the semantic and syntactical traits that, concern writing legal contracts in both languages English and Arabic.
 - To help the translators, lawyers, legal advisor....etc. to write and translate legal contracts in accurate manner in both languages English and Arabic with especial focus on the semantic and syntactic features.

The study raised the following questions:

- 3- What are the semantic similarities and differences of legal language of contracts in both English and Arabic?
- 4- What are the syntactic similarities and differences of legal language of contracts in both English and Arabic?

Corresponding to the following questions the following hypotheses have been formulated. The first hypothesis read “there are semantic similarities and differences in legal language of contracts in both languages English and Arabic”.

The second one reads “there are syntactic similarities and differences in legal language of contracts in both English and Arabic”. The two hypotheses were strongly supported by the results of data analysis. However, methodology adopted is analytical descriptive method. The materials used for analysis were samples from real contracts in English and Arabic.

5.2 conclusions

In the light of data analysis the following conclusions were revealed:

1 – There are less semantic differences in legal language of contracts between both languages English and Arabic.

2 - The format and formulas of each kind of contracts in both languages English and Arabic partially different according to the purposes for which they are issued; In addition to the institutions and the states that issue them in according to contracts samples provided in chapter two.

3 – There are syntactic differences between legal language of contracts in both English and Arabic.

4 – The complexity of legal language of contracts, makes it a one of the most difficult legal language registers among other legal registers.

5.3 Recommendations

In the light of the findings the following recommendations are suggested:

1 – Legal language in general and legal language of contracts in particular should be taught to the students of law at the level of B.A; to grant that legal knowledge and contracts are being introduced through a good language to them.

2 – Legal professional organization exam that set for students of law who intend to occupy different legal positions, after having completed their study at the faculty of law; Should involve academic subject that help students to be aware of all linguistics levels in both languages English and Arabic. inter alia semantic and

syntax, So as to have a good writing, reading, understanding, translation of legal contract; to avoid errors in dealing with them.

3 – All legal persons should keep up with the international latest developments, in legal language of contracts, so as to be familiar with the standards of good writing of legal contracts.

5.4 Suggestions for Further Studies

In the process of writing this study, several issues of legal language of contracts have encountered, therefore; they are worthy of investigation and study. The following are some topics suggested for further studies:

- 1- The linguistic errors made by contract writers, and their effects on contracts writing.
- 2- The similarities and differences between legal language of contract in both English and Arabic languages in terms of lexicology and morphology.
- 3- The varieties of grammatical structures and syntax in writing legal language of contracts in the American English and British English.
- 4- The interrelations between legal languages in general and language of contracts in particular; in terms of terminologies and sentence formation in both languages English and Arabic.

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Appendices

- Appendix (1) Sample (1) Arabic: the original source Ali A, Hassan, Model formulas for judicial contracts and documents (Dar Al-fiker AL- Jammie-Alexandria (1998)). Page 92.
- Appendix (2) Sample (2) English: the original source is in English, Contracts translation, Mahmud M.A, 2003. Page 94.
- Appendix (3) Sample (3) Arabic: the original source is Khartoum Court for Family Affairs 2008. Page 96.
- Appendix (4) Sample (4) English: London Great Church. Page 98.

نموذج رقم (1) عربي

عقد بيع ابتدائي لشقة مع حصة من الارض من بائع بصفته ولياً طبعياً علي قاصر مشمول بولايته

(بيع شخص لنفسه)

بتاريخ بالخرطوم حرر بين كل من :

(1) السيد/ الجنسية..... - الديانة..... ومقيم جوار

شارع..... بصفته ولياً طبعياً علي ولده القاصر.....

طرف اول بائع

(2) السيد (نفس الاسم) الجنسية..... الديانة..... ومقيم بنفس العنوان

طرف ثان مشتري

اقر الطرفان بأنهما غير خاضعين للحراسة او ممنوعين من التصرف واتفقا علي ما يلي:

اولاً- باع واسقط وتنازل بكافة الضمانات الفعلية والقانونية الطرف الاول للطرف الثاني القابل لذلك ما

هو الشقة رقم بالدور بالعقار رقم شارع

والبالغ مساحتها حوالي..... بالمنافع المشتركة والمكونة من ست حجرات وصالة ومطبخ

وحمامين والمحددة كالاتي - البحري الجانب الشمالي شارع عرض متر والشرقي مطل علي

الشقة المجاورة والجانب الجنوبي مطل علي القطعة رقم تقسيم شركة والغربي مطل

علي القطعة رقم تقسيم نفس الشركة.

ثانياً - تم هذا البيع مقال ثمن اجمالي قدره جنيه وهذا الثمن المدفوع يعتبر جمعيه تبرعاً من

الولي دون حق الرجوع.

ثالثاً - الت ملكية الطرف الاول للشقة بموجب عقد البيع الابتدائي المؤرخ من كما الت
اليه ملكية ارض العقار بموجب عقد البع الموقع مع الشركة المذكورة.

رابعاً - يقر الطرف الثاني بانه عاين الشقة المببعة المعاينة التامة النافية للجهالة شرعاً وقانوناً وانه قبلها
بحالتها الراهنة وتسلمها واصبح في حيازته دون أن يكون له حق الرجوع علي الطرف الاول بشئ.

خامساً - يقر الطرف الاول بأن الشقة المببعة وجزء الارض الذي يخصها خالية من كافة الحقوق العينية
اياً كان نوعها ويلتزم بضمان عدم التعرض المادي والقانزي.

سادساً - يعتبر عقد البيع الابتدائي المؤرخمكماً لهذا العقد وتسرا احكام القانون
المدني وقانون سنة المعاملات المدنية فيما لم يرد بشأنه نص بهذا الاتفاق.

سابعاً - جميع مصروفات ورسوم ودمغات وأتعاب المحاماة رسوم التصديق الخاصة بهذا العقد تقع علي
عاتق الطرف الاول.

ثامناً - أي نزاع ينشأ بشأن تطبيق أو تفسير هذا العقد يكون من اختصاص المحكمة الابتدائية.

تاسعاً - تحرر هذا العقد من نسختين تسلم كل طرف نسخة.

توقيع الطرف الثاني

توقيع الطرف الاول

.....

.....

المصدر : دكتور علي عوض حسن المحامي بالنقض العقود والتصرفات القانونية 1998

**Sample (2) English
Lease contract**

This indenture, made this day of....., year , between, as lessor, and as lessee, witnesses’:

That the lessor has this day leased to the lessee the premises known as number, Street, in the City of and state of, to be occupied by the lessee as a residence (or insert any other purpose for which building is leased) only, for and during the term commencing on the first day of Month....., year..... and ending on day of, year....., upon the terms and conditions hereinafter set forth; and in consideration of said demise and covenants and agreements hereinafter set forth, it is covenanted and agreed as follows:

1-RENT. Tenant agrees to pay Landlord, as monthly rental the sum of one hundred dollars.

2- SECURITY DEPOSIT. At the time of execution this lease, Tenant shall pay to Landlord in trust the sum of two hundred dollars (not exceeded two months’ rent).

3- HABITABILITY. Tenant has inspected the premises and acknowledges that they are in a reasonable and acceptable condition of habitability for their intended use, and that the rent agreed upon is fair and reasonable in this community for premises in their condition.

4- UTILITIES AND SERVICES: Charges of services shall be paid for by Tenant.

5- ASSIGNMENT AND SUBLETTING. Tenant shall not assign this lease, or sublet the apartment hereby leased or any part of Tenant’s interest thereof, without prior written consent of landlord.

by law, and without prejudice thereto; if rent is unpaid when due, **6- NONPAYMENT OF RENT.** In addition to landlord's other remedies provided and Tenants fails to the rent within three days after notice by land lord of nonpayment and of the landlord's intention to terminate this Rental Agreement if the rent is not paid within that period of time, then Landlord may terminate this lease by giving Tenant a 3-day Notice to Quit.

7- SURRENDER OF THE PREMISES. Tenant shall surrender possession of said premises to the landlord in as good repair and condition as the same are now, or may thereafter be placed (ordinary wear and tear, non-negligent damage by fire or the elements expected), at the expiration of this lease without notice to Quit.

The first witness The second witness

Lessor signature..... Lessee signature.....

The original source is in English, collected by Mahmoud M.A.2003, contract translation.

نموذج رقم (3) عربي

جمهورية السودان

السلطة القضائية - الخرطوم

محكمة الخرطوم شمال للاحوال الشخصية

وثيقة زواج

تحرر في هجرية. علي يد السيد قاضي محكمة

الخرطوم شمال للاحوال الشخصية الموافق يوم، عقد زواج السيد

(.....) بحضور موكله (.....) والخطيبة البالغ

(.....) بحضور موكلها (.....) بمهر قدره خمسين الف جنيه سوداني

كلها دفعت مقدماً.

تم هذا الزواج وفقاً للشرعية الاسلامية وبموافقة وقبول كل من طرفي العقد و بحضور الشهود

(.....) و(.....) اللذان وقفا شاهدان علي كل هذا العقد والتعرف علي

الطرفين شخصياً وعلي إبطال كل العوائق للنظام القانوني الاساسي.

نسختين من العقد الصادر يعطي كل طرف نسخة :-

التوقيعات:-

الزوج الزوجة.....

الشاهد الأول..... الشاهد الثاني.....

كاتب العقد.....

إثبات ظهر الصفحة: -

فحص الإثبات الأصل.

توقيع: قاضي محكمة الخرطوم شمال للاحوال الشخصية.

ختم محكمة الخرطوم شمال للأحوال الشخصية.

شهاد قضاء السودان نمرة

المصدر : محكمة الخرطوم شمال للاحوال الشخصية 2008م

**Sample (4) English
The United Kingdom
London Great Church
Marriage Contract Certificate**

No.....

On 14/3/2016., magistrate of London Great Church, contracted the marriage of (.....) and (.....) upon their previous true desire to live with each other as husband and wife.

This true Marriage conducted in accordance with the church legislation and on the consent and acceptance of the contracting parties; given in the presence of (.....) and (.....) who stood witnesses to the contract herein and over each party identifying other in person and in their being void of all statutory impediments.

Two copies hereto issued of which one copy is given to each party.

Signatures:-

- **For the husband**
- **For the wife**
- **The two witnesses**
- **The magistrate of the said church**

BACK PAGE

- **Checked and proved authentic**
- **Signed: the magistrate of London Great Church for family affairs**
- **The seal of London Great Church**
- **Certification of London Great Church NO.....**

The source: London Great church U.K