LINGUISTIC FEATURES OF LEGAL LANGUAGE: A CONTRASTIVE STUDY OF SAUDI ARABIA AND CANADA LABOUR LAWS

Maha Rabiah AlRabiah

Kingdom of Saudi Arabia, Ministry of Higher Education, Al-Imam Muhammad Ibn Saud Islamic University

A dissertation submitted to the Department of English Language and Literature in partial fulfillment of the requirements for the MA degree in Linguistics

Supervision: Dr. Ahmed Seddik Al-Wahy

TABLE OF CONTENTS

ABSTRACT

Legal discourse has numerous linguistic features that make it of a special nature. While legal documents attempt to achieve certain aims, such as objectivity and obligation, such aims can be realized in different ways by different languages. This paper aims to reveal the linguistic features of written legal discourse in terms of obligation, permission and prohibition. These features are detected on both English and Arabic legal documents. The paper also aims to show the similarities and differences between English and Arabic through the analysis of selected sentences from the corpus of legal documents under examination. Following the descriptive analysis and with the use of quantitive approach, the linguistic features of the legal language of both English and Arabic is analyzed individually, then the similarities and differences between both languages is discussed. One of the major concerns of this paper is deontic modality and the way it functions in legal language.

KEYWORDS: Linguistic, Legal Language, Labour Laws, Obligation, Permission, Prohibition

ملخص الدراسة

تمتاز اللغة القانونية بخواصص مختلفة تجعل منها ذات طبيعة خاصة،، وفي إطار السعي نحو تحقيق أهدافف محددة كالموضوعية

والإلزام فإن تلك الأهداف يتم استيعابها بشكل مختلف من لغة لأخرى. وتهدف هذه الورقة إلى الكشف عن الخواصص اللغوية التي

تتميز بها لغة القانون من ناحية الإلزام والإذن والحظر في اللغتين العربية والانجليزية. كما تهدف هذه الورقة إلى توضيح

أوجهه الشبهه والاختلاف بين اللغة العربية واللغة الإنجليزية من خلال تحليل جمل مقتبسة عشوائيا من مجمل الوثائق القانونية

تحت الدراسة و من خلال اتباع التحليل الوصفي والمنهج الكمي تم تحليل الخواصص اللغوية لكل لغة على حدة ثم مناقشة أوجهه

الشبهه والاختلاف بين اللغتين. وتعد أفعال الوجوب والإذن والحظر ودلالتها في اللغة القانونية أحد أهم ركائز هذا البحث.

CHAPTER 1: INTRODUCTION

Background to the Study

Language is an exclusive human property; it is the way by which human beings communicate with each other and exchange knowledge, beliefs, wishes, threats, commands and feelings (Eifring &Theil, 2005, p.2). Legal language, however, is a variety of language that has unique properties consisting of a numerous linguistic features that make it of a special nature.

As Timothy (2002) has stated, "Laws are not linguistic acts, or even communicative acts. They are standards of behavior that can be communicated (and may be made) by using language" (Timothy, 2002, p.6). Each genre of legal language has its own characteristics. Legal language could be the spoken discourse in courts, the jargon of the legal professionals in their communication and the written language in law reports and prescriptive legal scripts. The written legal language ranges from "international treaties" to civil regulations, "insurance policies", and contracts of different kinds and wills (Williams, 2004, p.112).

The main goal of legal discourse is to impose obligations and to bestow rights (Bhatia, 2010, p.5). By legal language, one can understand his legal rights and the rights of others. Missing to understand this language could present someone to jail, force him/her to penalty and might cost him/her money. Hence, legal language is considered to be a special language. Schneidereit (2004) has defined special language as: " the language used by experts of a certain field or subject to communicate among each other" (Schneidereit, 2004, p.4).

Given that legal language is of such a special nature, it requires analysis of its most salient linguistic features. It is highly important that this type of language must be understood by the ordinary person and not only the law men. It is written by special people for special cases but addressed towards the public. It is the objective of this paper to examine the linguistic features of written legal discourse in terms of obligation, permission and prohibition in order to reveal its uniqueness among other types of special language. It is also argued here that the features of written legal language should be made clear for non-experts in order to comprehend it.

This paper begins with a literature review that explains legal language and its special characteristics. This literature review is followed by a descriptive analysis of selected law materials in both languages: English and Arabic. The descriptive analysis depends on the internal environment, considering lexical, grammatical, and rhetorical features in the text. The following part is dedicated to illustrate the differences and similarities between the two languages. The paper follows the analytical analysis method in order to reach a full understanding of the linguistic features of legal language. The final chapter sets out some concluding remarks for future study.

Significance of Study:

To the best of the researcher's knowledge, rare studies have addressed the linguistic features of legal discourse. Fewer studies, however, have attempted to reveal the similarities and differences between English and Arabic in regard to legal language. It is hoped that this paper can fill in this gap by discussing English and Arabic legal discourses from a contrastive perspective. Through illustrating the linguistic features of both languages, the comprehension of legal discourse in the targeted languages is made much easier. As labor laws contain the regulations and laws that guarantee the rights of employers and employees, they should be realized thoroughly. In the first place, labor laws are aimed to address the ordinary person. Thus, it is highly important to unveil the ambiguity that might impede any understanding. The

significance is undeniable also for the bilingual person of these two languages as being a temporary resident in a country where one of the two languages is not his/her native language.

Research Questions:

This paper aims to answer the following questions:

1. How are obligation, permission and prohibition expressed in English legal discourse?

2. How are obligation, permission and prohibition expressed in Arabic legal discourse?

3. What are the main similarities between English and Arabic legal discourse?

4. What are the significant differences between English and Arabic legal discourse?

Limitations of Study:

This study has been conducted mainly on Canada and Saudi labor laws. Hence, findings of this study should be considered in regard to the applied documents. Results might show differences when applied to other legal documents. In addition, results could be realized differently when applied to the legal documents belonging to other countries.

CHAPTER 2: LITERATURE REVIEW

An extensive amount of research has been done on deontic modality by linguists and language law by lawmen. Few have discussed the language of law from the point of view of linguistics. This chapter starts off with a theoretical framework that presents an overview of law language and deontic modality. The second part presents previous studies that have discussed in one way or another the linguistic features of legal discourse.

Theoretical Framework

The Language of Law:

Language is considered to be a significant method of human communication (Hermeren, 1978). By means of language, people exchange ideas, knowledge, beliefs, wishes, threats, commands and feelings (Eifring & Theil, 2005). Legal language, however, is a special variety of English (Butt & Castle, 2006, p.1). It has unique properties that consist of numerous linguistic features that make it a language with special nature.

Williams (2013) made a distinction between legal language and the language of the law. According to Williams, legal language is "the type of communication coming within the legal sphere". This type could be either written or oral; such as: "courtroom discourse, law reports, and academic texts on legal matters". The language of the law, on the other hand, is generally written and is restricted to "prescriptive texts such as laws, treaties, regulations, contracts or wills" (P.353).

Williams (2004) goes further in subdividing the language of legal documents into two distinct types of text: documents that are released by "legislative bodies, which may range from international treaties to local council regulations", and documents that are "drafted to regulate private relationships, e.g. business or insurance contracts, contracts of employment, contracts of sale, and wills" (P. 110-111).

The purpose of legislative and regulatory documents is to conduct, guide and control human behavior. However, the diversity of human conduct implies different and wide range of regulations and law documents (McLeod, 2009, p.2). Law itself, includes various activities, many of which is the writing of statutes and contracts of agreements. The purpose of most of these law documents is to impose obligations and conferring rights (Crystal & Davy, 1969). Hence, the clarity and precision in the composing of law documents are very crucial. As Crystal and Davy (1969) state, "whoever composes a legal document must take the greatest pains to ensure that it says exactly what he wants to say and at the same time gives no opportunities for misinterpretation" (P.193).

The choice of vocabulary in legal documents is very selective. The expressions used are peculiar; one that is loaded with Latin and Norman French (Butt & Castle, 2006, p.1). Some legal documents contain expressions that could be " idiosyncratic", yet vague except for legal experts (Williams, 2004, p.112). Examples of archaic expressions are *aforementioned, herein, therein, surrejoinder, aforesaid* (McLeod, 2009, p.1), (Williams, 2004, p. 112). Such legal jargon is hardly to be comprehended by the regular reader and can only be identified by those who are experienced in law field (Howe & Wogalter, 1995, p. 430).

Legal language is also special in its grammar and the way in which sentences are connected. Legal sentences are marked by their length. They are usually "self-contained units which convey all the sense that has to be conveyed at any particular point and do not need to be linked

closely either to what follows or what has gone before" (Crystal & Davy, 1969, p.201). As Crystal and Davy (1969) state:

> Legal English contains only complete major sentences…..Most of these complete sentences are in the form of statements, with no questions and only an occasional command. …Reduced to a minimal formula, the great majority of legal sentences have an underlying logical structure which says something like 'if X, then Z shall be Y' or, alternatively 'if X, then Z shall do Y'. There are of course many possible variations on this basic theme, but in nearly all of them 'if X' component is an essential:every action or requirements, from a legal point of view, is hedged around with, and even depends upon, a set of conditions which must be satisfied before anything at all can happen. (p.203)

One of the distinctive features of legal language is the use of modal verbs. The most dominant modal verbs in legal English are *shall* and *may* (Williams, 2013, p. 357). The overuse of *shall* has long been a point of debate among researchers as will be discussed in the following section. In regard to verbs in legal language, Crystal and Davy (1969) mention:

> The verbal groups used in legal language are notable for the high proportions of nonfinites and for the number of finites that are of the type modal auxiliary (usually *shall*) + Be + past participle. Shall is invariably used to express what is to be obligatory consequence of a legal decision, and not simply as a marker of future tense, which is its main function in other varieties. (pp. 206-207)

Deontic modality:

Modality is defined as: "the manner in which the meaning of a clause is qualified so as to reflect the speaker´s judgment of the likelihood of the proposition it expresses being true." (Quirk, Greenbaum, Leech & Svartvik 1989, p.219). Etymologically speaking, the word "deontic" is derived from Greek for "binding", a situation of "imposing obligation or prohibition, and granting permission. The "person or authority is referred to as deontic source" (Huddleston & Pullum, 2002, p.178)

Modal Verbs:

In English, modal verbs could be divided into two types; intrinsic and extrinsic:

(a)   Modal verbs that indicate a kind of "intrinsic human control over events", like "obligation", "permission", and "volition".

(b)   Modal verbs that are "extrinsic", those that indicate "human judgment" over events, such as " possibility", "necessity" and "prediction". (Quirk et al., 1989, p.219)

In general modal auxiliary verbs share certain characteristics which could be summarized as (Coates, 1983, p.4):

> (a) Modal verbs take negation directly (*shouldn't*, *mustn't*.).

> (b) Modal verbs take inversions without a helping verb (*may* I ?, *shall* I?).

> (c) Code as in: (Johan *can* swim and so *can* Bill.)

> (d) Emphasis (Ann *COULD* solve the problem).

(e) Modal verbs do not take-s final nor the verb following it (*cans, *can goes)

(f) Modal verbs do not take finite forms or gerunds nor the verb following it (*to can, *musting).

(g) They do not occur in a sequence (*may will).

However, in linguistics, deontic modality is not regarded as an independent semantic notion. It is usually mentioned as a distinguishing notion from epistemic and dynamic modality (Nuyts, Byloo and Diepeveen, 2005, pp.7-8). In regard of possibility and necessity, modality could be interpreted into terms of epistemic and deontic (Huddleston, 1984, p.166):

	Epistemic	Deontic.
Possibility	(1) a. You *may* be admitted	(1) b. You *may* take as many as you like
Necessity	(2) a. You *must* be out of your mind	(2) b. You *must* work harder

Huddleston (1984) further indicates that some sentences that are ambiguous could be interpreted in both ways. For example: "You *must* be very tolerant" could be interpreted as either epistemic or deontic (p.166):

(3) "I am forced to conclude that you are very tolerant" (Epistemic)

(4) " You are required to be very tolerant " (Deontic)

Palmer (1979) claims that deontic modality has never been clearly defined. According to Palmer (1979), deontic modality is "illustrated by *may* for permission", "*must* for obligation" and "*shall for giving undertaking*" (p.36). He states that:

> For the kind of modality that we call deontic is basically performative. By uttering a modal a speaker may actually give permission (*may*, *can*), and make a promise or threat (*shall*) or lay an obligation (*must*). …A further argument for recognizing deontic modality is that it accounts for one use of *shall*; this functions both grammatically and syntactically with *may* and *must*, and is clearly discourse oriented. We may take the criterion of being performative as a starting-point for defining the deontic modals. In the assertive forms and in the negative forms, where it is the event that is negated (not the modality), a deontic modal will be performative; it will give permission, lay an obligation, or make a promise. Moreover, there will normally be no past tense forms, for by their nature performative cannot be in the past; the act takes place at the moment of speaking (pp.58-59).

According to Quirk et al. (1989) modal verbs could be divided into two groups: "intrinsic" and "extrinsic" (p. 221). These notions in meaning are what is referred to in this research as deontic and epistemic modals respectively. The function of these modal verbs could be distinguished as "gradual rather than absolute" as in the following (p.221):

1) Deontic Modality:

- permission (can/could, may/might)

-obligation (must, have to, should, ought to, need)

-volition (will/would, shall)

2) Epistemic Modality

-possibility, ability (can/could, might)

-necessity (must, have (got) to, ought to)

-prediction (will/would, shall)

The focus in this research will be in deontic modality and their indication in legal language: obligation, permission and prohibition.

(a) Obligation:

In order to express deontic necessity or obligation, English uses *must* or *shall* (Huddleston & Pullum, 2002) (Palmer, 1979). In regulations, constitutions and legal documents *shall* is used to indicate obligation (Huddleston & Pullum, 2002, p.178). For example:

(5) The committee *shall* meet twice a week.

The speaker with the use of *shall*, gives an undertaking. Hence, *shall* is stronger than *must* in the sense that it does not merely lay an obligation (Palmer, 1979, p.62). *Shall* is the "regular formulaic in obligations" (p.63). Also, deontic necessity or strong obligation is expressed "in affirmative contexts) by *must*. Such deontic modality is objective (Huddleston & Pullum, 2002, p.183):

(6) The student *must* attend in time.

(b) Permission:

Deontic permission is expressed by using *may*. *Can* is another modal verb that expresses permission but it is used in informal contexts. *May* refers to permission granted by the speaker whereas can refers to general and impersonal sense.

(7) You *may* leave now. [I permit you]

(8) You *can* leave. [You are permitted]

The utterance that contain a deontic use of *may*, is used to express permission. This type of meaning of *may* is usually used in official documents and regulations (Quirk et al., 1989, p.224).

(c) Prohibition:

Modal verbs take the negation form. *May not* and *cannot* are the negation of the modals *may* and *can* respectively. Their function is to deny permission (Palmer, 1979, p.64):

(9) You *may not* leave now. [Permission denied]

Must not and *shall not (*the negation forms of *must* and *shall)* prohibit an action from happening (p.64):

(10)   The student *must not* (11) The employee *shall not*

Modal Adjectives:

Modality is not merely confined to modal verbs but also to "grammatically and syntactically diverse items most commonly verbal, adjectival, adverbial and nominal expressions" (Williams, 2007, p. 82). The interest of linguists in modality has rarely extended beyond the modal auxiliary verbs (Perkins, 1983, p.159). However, the following is an attempt to clarify the link between modality and adjectives.

Lexical modals are items which express the same meaning of modal verbs but are syntactically different. It covers adjectives such as possible, necessary, probable, adverbs like necessarily, certainly, surely, and verbs like permit, require, and nouns like necessity and permission (Huddleston & Pullum, 2002, p.173). As Williams (2007) points out:

> The so-called "lexical models" which express the same kind of meaning as the modal auxiliaries but do not belong to the syntactic class of auxiliary verbs - include adjectives such as possible or necessary, adverbs such as perhaps or surely, verbs such as allow or require, and nouns such as probability or permission (p.82).

Hence, some adjectives have the same function as modal verbs in the "domain of deontic modality" (Linden, 2009, p.1). Besides modal verbs, expressions such as *it is necessary to*, *it is obligatory that*, bear the meaning of modality according to some linguists. They are equivalent semantically but different in their stylistic characterizations (Perkins,1983, p.19). If the speaker wants to express objective deontic possibility such as permission, he may use expressions like:

(3) It is permitted for him to go. [Permission is granted for him] (p.101)

Many adjectives have the same suffixes as participles. They are called participle adjectives. Such adjectives end with -ing or -ed (Quirk et al., 1989, p.219). In English, participles are called "verbal adjectives" where participles share the properties of both verbs and adjectives (Huddleston, 1984, p.318). The adjectives in concern in this research are those that starts with anticipatory it as a subject. The sentence is complemented with *that-clause or to-clause*. In this type of clause, the adjectives have a "putative" *should* or subjective verb or an indicative verb. Such adjectives are with modality or volition such as: necessary, important, obligatory, crucial, vital..etc (Quirk et al., 1989, p.1224). For example:

<p style="text-align:center">should be submitted tomorrow.</p>

(4) It is necessary that the term paper   be submitted tomorrow.

<p style="text-align:center">is submitted tomorrow.</p>

In this sense, in legal language the phrases "*be allowed to*" and "*be permitted to*" are considered to be paraphrases of the deontic modal *may*. Such paraphrase of *may* in the permission sense denotes an act of granting permission (Hermeren, 1978, p.84). The adjectival matrix predicates could be divided into two categories. A category that expresses *obligation* which is the degree of obligatoriness of the content expressed in the complement clause represented in adjectives such as *necessary* and *essential*. The other category expresses *volition* which expresses the intention and desire of the participant in relation to the complement of the clause represented in adjectives such as *desirable* and *useful* (Kaatari, 2010, p.10).

Previous Studies:

There are various studies that have discussed the linguistic features of legal language in the field of law and linguistics. Researches in the linguistic field aim at investigating the linguistic and stylistic features of legal language through the analysis of legal documents. Many studies revolve around the idea of changing the style of legal language in English into the so- called plain English.

The most famous research in the field of legal language is the work of Crystal and Davy (1969). In their research, they have investigated the linguistic features of legal documents. Their research analyzed two types of documents: an assurance policy and a hire purchase agreement. According to Crystal and Davy the language of legal documents is characterized as being long, and complex. The sentences are highly nominal marked with post-modification such as: any installment *then remaining unpaid.* The use of adjectives and adverbs are less frequent compared to other varieties. The legal documents are marked with the high use of modal auxiliaries, and *shall* as the predominant one: *shall* + Be + past participle. The choice of verbs is peculiar to the field of law, such as: *deem, agree, issue, constitute*, and so on. The vocabulary is full of archaic words and phrases that are ambiguous and technically related to the legal jargon.

Williams (2008, 2012) is one of the researchers who has dedicated an extensive amount of his research in investigating legal language. In his research *Legal English or legal Englishes? Differences in drafting techniques in the English-speaking world,* Williams (2008) calls for the necessity to shift from the use of legal language to plain English. His study claims that in the

English speaking countries there are a variety of legal language which should be unified or these countries will end up with legal Englishes. The results reveal that recently some legal documents have made this shift. An examination of the Scottish Parliamentary Act (2000) shows that the use of archaic terms has been reduced to %75. His study also shows a decline in the use of *shall* and a raise in the use of *must* though the frequency of *shall* is still higher.

Williams' research *Functional or dysfunctional? The language of business contracts in English* in 2010, also calls for the shift from legal language in contracts to a more modern approach as the plain language advocates suggest. However, he claims that though the use of some archaic words should be eliminated, yet they are unavoidable in certain positions and no other vocabulary can fulfill the same purpose as they do.

In his recent research, Williams (2013) investigates the recent changes that have occurred in the verb phrase in legislative language. He points out that his study is a response to the socalled "modal revolution" which calls for the change in the use of modal auxiliaries. His research criticizes the use of *shall* in legal language. *Shall* has long been used in legal language to impose obligation or to express prohibition in the negative form. However, there are positions where *shall* is used to indicate other functions rather than obligation. This in turn, leads to ambiguity that should be avoided in legal drafts. However, the results of his study reveal a decline in the overuse of *shall* in legal documents to the use of *must* or the simple present of a verb. Such changes are a result of the pressure imposed by the plain language movement and Australia is the first to respond to it.

The use of *shall,* by itself, is a point of debate among researchers. Cooper (2011) tracks the use of *shall* in regular English and in legal language with an indication of the problems that the use of shall incorporate. The use of *Shall* is considered ambiguous and might shift the intended meaning of the text towards a wrong one. However, the results of his study show that the use

of *shall* is archaic in the Anglophone world and thus, should not be used any more. His study calls for a more simple, clear unambiguous legal language.

Kuczma (2010) analyzes the frequency of modal verbs in Polish and English legal texts and the forms of translation. Results of his study show that the most used morphosyntactic category is verbs. Results also show that modality is interpreted as the intention of the speaker towards what is being said. Analysis of selected modal auxiliaries of both languages reveals the possibility of problems that translators may face when dealing with modal auxiliaries.

In a study by Pelíšková (2006), the main objective was to examine modal verbs in English-Czech legal texts. The research provided a comparison on the way modal verbs are implemented in both languages. The results show that modal verbs constitute a large part of legal language. However, modal verbs are more common in legal language in English than in Czech. The results also show that the modal verb *shall* signals the higher frequency among other modals. The modal verb *shall* is rarely translated by a modal verb in Czech. In 88% of all instances, *shall* was completely deleted and replaced by a corresponding full verb in present tense. Hence, *shall* should not be translated as a future tense. The research concludes with a recommendation that legal translation should be drafted by skilled legal professionals.

Yasumasa (2010) conducted a study that addresses modal verbs and their Semantic functions in business English. The study examines the semantic function of modal verbs in a corpus of business letters. The frequency of modal verbs in BLC shows that the distribution of semantic functions within a given modal change towards its main function in language. The results show that each modal has a multi grammatical and semantic function.

Feng (2012) has investigated the stylistic features of legal discourse in an attempt to help practitioners to deal with legal language. The stylistic features examined in the research are the graphological, lexical and syntactical features. In the graphological level, legal language of the same type tends to use the same capitalization style, font size and style. In the lexical level, legal documents are characterized with archaic and loan words from Latin and French. Syntactically, legal language tends to use complete, long and complex sentences as well as declarative sentences.

Lisina (2013) has also examined the stylistic features of legal discourse by comparing the vocabulary of English and Norwegian legal documents. The main objective of the study is to provide a contrastive investigation of stylistic features peculiar to legal language in English and Norwegian. The results of the study indicate that the terminology used is related to the legal field. In addition, the study shows that legal language tends to use complex prepositions more often in Norwegian legal texts than in English legal texts.

As may be clear from the above discussion of previous research, many researchers have discussed the linguistic features of legal language. The work of Crystal and Davy (1969) is considered a bedrock in the study of legal language among researchers. Their research has investigated the style of legal English on different aspects. The research of Kuczma (2010), Pelíšková (2006) and Lisina (2013) have examined the linguistic features of English legal discourse in comparison to other languages. The research of Williams (2008, 2010, 2012, 2013) and Cooper (2011) in the field of legal English aim at advocating the movement towards turning legal English into a plain language.

The current study stands in the same position of discussing the linguistics features of legal language. However, this study examines the way in which obligation, permission and prohibition are expressed in legal language in two languages: Arabic and English. The current

study is also distinctive as it provides a contrastive analysis of legal expressions in Arabic and English. In some way, it is closer to Yasumasa's research (2010) in that both investigate the use of modality in language by providing a linguistic analysis of selected sentences from the examined legal documents. Yet, the current study examines legal language in two different languages with a contrastive study.

CHAPTER 3: METHODOLOGY

This chapter provides an overview of the methodology used in this paper in order to answer the questions of the research. In addition, it describes the type of materials used for analysis and the methods that the researcher applied.

Methodology of research:

As the aim of this paper is to reveal the linguistic features of written legal discourse, the paper starts off with a discussion of literature review. The literature review provides a description of the special characteristics of legal language as perceived by linguists and law men. Following the descriptive analysis, the linguistic features of both English and Arabic Legal language are discussed individually. In order to reveal the similarities and differences between both languages, a contrastive investigation of stylistic features peculiar to legal discourse is attempted. Moreover, a quantitative approach is used in order to define numbers and overall frequencies of certain words.

Material:

The material used in this research is internet-based: Canada and Saudi Arabia labour laws. The type of legal language in these documents is confined to regulations, rules and laws.

The documents are both written in the native language of the targeted countries: English for Canada Labour Law and Arabic for Saudi Labour Law. The reason behind choosing labour law document is the fact that it is the most commonly used law document in any country.

Data Collection:

The researcher collects the data from the corpus of legal documents used in this research. The material is collected from the internet from the main website of the Ministry of Justice of Canada and the Ministry of Labour in Saudi Arabia. The selected words are based on quantitive analysis of the overall frequency of each word. The researcher depends on computer for counting the total number of the words under examination in the English document. In the Arabic document, and for technical reasons, the frequency of certain words is counted manually. The researcher then, uses arithmetic formula in order to extract the higher frequency of the words under examination.

CHAPTER 4: ANALYSIS

This chapter presents an analysis of selected parts from the corpus of legal documents used in this research. The researcher attempts to analyze these documents in regard to the research questions with reference to the relevant literature. The focus, as mentioned earlier, is on the way obligation and permission are expressed in both English and Arabic.

Deontic Modality in English Legal Discourse:

Deontic Modal Verbs:

Deontic modal verbs are commonly used in legal language to express different functions. Generally, deontic modals have a performative function. They express commands, obligation, necessity, and permission (Huddleston& Pullum, 2002, p.178). However, legal documents use deontic modals in order to impose an obligation, give permission or express prohibition. The "conditioning factors" in deontic modality are "external to the relevant individual" (Palmer, 2001, p.9). The following table shows the overall frequency of modal verbs that express such functions used in Canada Labour Law document:

Table (1) : Overall Frequency of Modal Verbs in Canada Labour Law

Modal Verb	Frequency	Overall Frequency %	Overall Frequency %
Shall	587	43.098	% 43
may	614	45.080	% 45
will	19	1.395	% 1.40
would	53	3.891	% 3.90
should	5	0.367	% 0.37
can	4	0.293	% 0.30
could	11	0.807	% 0.80
might	5	0.367	% 0.37
Modal Verb	**Frequency**	**Overall Frequency %**	**Overall Frequency %**
ought to	8	0.587	% 0.60
must	56	4.111	% 4
Total	1362	100	% 100

The results of the table are further illustrated in the following chart:
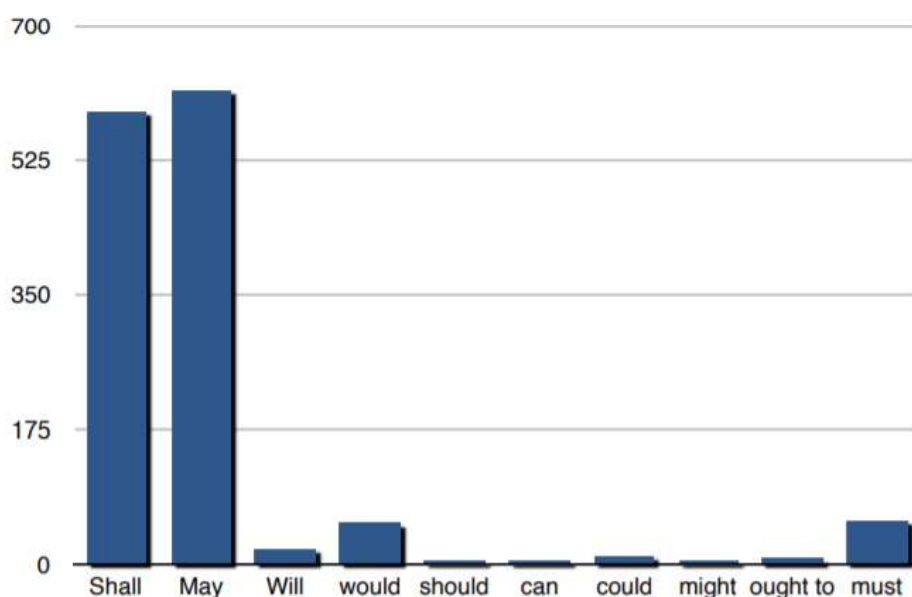
Chart (1) : Frequency of Modal Verbs in Canada Labour Law

As is clear from the above chart, the most commonly used modal verbs are *may* and *shall*. *May* is used 614 times out of 1362 of the modal verbs and *shall* is used 587 times. The way by which obligation and permission are expressed in legal documents will be examined thoroughly in the following section.

Obligation:

A close examination of the legal documents under investigation reveals the dominant use of *shall*. *Shall* is used 587 times out of 1362 of the modal verbs, which is % 43 of the whole document. *Shall* is considered to be "the hallmark of traditional legal writing" (Butt & Castle, 2006, p.131). The modal verb *shall* is used in legal documents either to impose obligation or, if used in the negative form, to indicate prohibition (Cooper, 2011, p.16). This denotation is shown in the following examples respectively:

(1) The committee *shall* make the minutes and records available to the Minister.

(2) The Board *shall not* include a private constable in a unit with other employees.

In the previous examples, the modal verb *shall* has the same grammatical rules of the modal auxiliary verbs; the verb after *shall* does not take final -s and it is immediately followed by the simple form of a verb. However, it functions differently from the regular use of *shall* in everyday speech. In regular English, s*hall* is used with the pronouns *I* or *we* to make suggestions or polite requests (Azar, 1999, p.169) , (Cooper, 2011, p.13):

(3) *Shall we* eat?

By contrast, legal language tends to use *shall* in a different manner. *Shall* is used in legal documents in order to indicate obligation and impose command:

(4) While at work, every employee *shall* cooperate with the policy and work place committees or the health and safety representative.

16

Here, every employee is obliged to cooperate with the policy and work place committees; otherwise, the employee will be subject to a certain punishment if the rule is violated. Following Yasumasa's formula, the previous sentence could be represented as follows:

(5)　] NP be under legal obligation to VP [

The question that arises here is, why *shall* and not *must* is used in legal documents? The main difference between *shall* and *must* though both indicate obligation, is the fact that *shall* refers to the "objective obligation imposed by laws, rules, regulations, contracts", while *must* refers to the "subjective sense of obligation/necessity as perceived by the writer/speaker". Furthermore, often *shall* bears the sense of upcoming punishment in case of violating what has been stated. On the other hand, *must* does not indicate such a result (Yasumasa, 2010, p.15). To explain this point further, here is an example from Canada Labour Law featuring *must* and *shall*:

(6)　The employee *must* consult with a qualified medical practitioner, as defined in section 166, of her choice as soon as possible to establish whether continuing any of her current job functions poses a risk to her health or to that of the foetus or child.

(7)　No employer *shall* cause or permit an employee to work longer hours than eight hours in any day or forty hours in any week.

In (6),]NP be obliged to VP[. Here, an action is required to be performed by the Subject. It is out of necessity to consult a medical practitioner to avoid risk on the foteus. Deontic *must* "refers to duty" (Kratzar, 1977, p.338); an obligation to carry out a certain activity (Palmer, 1979). In (7),] NP be under legal obligation if VP [. There is no action to be performed. The sentence bears a sense of legal obligation that if VP happens, then NP will be punished. Moreover, in (6) *must* occurs in the time of event, whereas in (7) shall gives a sense of futurity.

The other function of *shall* in legal documents is to express prohibition in the negative form. *Shall not* is used 53 times here to indicate such meaning:

(8)　The referee's order is final and *shall not* be questioned or reviewed in any court. The order of the referee can never be discussed in any court. The law is expressing prohibition of an action to be performed at all:

(9)　]VP be prohibited by NP[

Permission:

The second main purpose of legal documents is to make clear what is permitted and what is not. In general English, *can* and *may* are the most common used modals to express permission (Palmer, 1974, p.118). However, can is used in informal permission, while may is used in formal speech (Azar, 1999, p.p 199-200):

(10)　You can leave. [informal]

(11)　You may leave. [formal]

Grammatically, as all the modal auxiliary verbs, *may* is immediately followed by the simple form of a verb, and the verb after *may* does not take a final -s and it is immediately followed by the simple form of a verb (Azar, 1999, p.151).

In order to express permission in legal language, the most common used modal is *may*. In the analyzed document, may is used 614 times out of 1362 of the modal verbs; which is % 45 of the document. The main function of denotive *may* is to express permission to the possibility of performing an action, or the impossibility of doing something if used in the negative form *may not* (Fintel, 2006, pp.9-10). The function of *may* and *may not* as deontic models are shown in the following examples:

(12) The Chairperson *may* delegate to a Vice- Chairperson any of the Chairperson's powers, duties and functions.

(13) An arbitrator *may not* review the decision of the employer to terminate the employment of the redundant employees.

In (12) the Chairperson is permitted to assign any of his duties, powers or functions to the vicechairman:

(14)]NP be allowed/permitted to VP]

Prohibition:

In example (13), the arbitrator is not allowed to review the decision of the employer to terminate the employment of the redundant employees. It means that the arbitrator does not have the right to review the decision:

(15) [NP be not allowed/permitted to VP]

The modal verbs *may* and *may not* are used in legal language to express permission and prohibition respectively. In other words, it grants the addressee the right or prevents it. Some researchers (e.g. Williams, 2006; Bázlik and Ambrus, 2009; Cooper, 2011) claim that there is no clear-cut difference between *shall not* and *may not* in terms of obligation. They both express prohibition to do something:

(16) Except with the consent of the parties, the Minister *may not* extend the time for a conciliation officer to report…

(17) In the absence of any member, the other members *shall not* proceed unless the absent member has been given reasonable notice of the sitting.

In regard to the previous examples, both *may not* and *shall not* prevent an action from happening. However, *shall not* is used to express an absolute prohibition; a command that shall be carried out inevitably. *May not*, on the other hand, would allow some possibility of the action. In this sense, *shall not* indicates a punishment in advance, whereas *may not* express the possibility of getting rid of some sort of punishment. As Abdul-Fatttah (2011) says:

> Palmer (1979:65) notes a disparity between refusing a permission or a possibility and imposing an obligation or compulsion in the negative. In the former, the speaker presumably takes a positive step to prevent the action for which permission may not normally be granted. Thus, laying down a duty or obligation on a person in the negative is not the same as giving him permission not to act. Besides, the denial of the obligation neutralizes orientation. It becomes no longer relevant whether the modal is subject-oriented or discourse-oriented. (p. 56)

To sum up, *shall* "imposes a duty or an obligation", while *may* grants permission; *shall not* is "mandatory" (Cooper, 2011, p. 21) whereas *may not* is "abridging of a right or privilege" (Perkins, 1983, p. 37).

Modal Adjectives:

Modal adjectives are another way of expressing obligation and permission in legal language. They have a similar deontic function like modal verbs (Papafragou, 1998, p. 132). However, according to Linden (2012) modal adjectives do not have the "core deontic meaning" of obligation and permission, but rather the "degree of desirability for a State of Affairs (SoA) " to occur. He argues that obligation and permission are "illocutionary notions including directive speech acts", whereas modal adjectives should be considered as "qualificational category covering attitudinal assessments" (P.2). Nevertheless, strong adjectives such as *necessary, obligatory, essential, vital, crucial* and *critical* do convey a directive meaning, and thus, suitable to convey obligation and permission (P. 316).

This category is formed by verbally-derived adjectives and participles. It is formed with expressions that incorporate past participles which are derived from modal lexical verbs and adjectives that are similarly derived. The meaning of these expressions could be represented in a scale where "the extremes are k (C entails X) if some kind of obligation is expressed, and as K (C does not preclude X) if some kind of permission is expressed, where :(i) K = laws/ C= a deontic source;(ii) C is objective.;(iii) C the deontic state expressed by the participle" (Perkins, 1983, pp.82-85).

An examination of Canada Labour Law document reveals that the most used modal ad-jectives in a deontic sense are as shown in the following table:

Table (2) : Overall Frequency of Modal Adjectives in Canada Labour Law

Modal Adjective	Frequency	Overall Frequency %	Overall Frequency %
necessary	1	0.552	% 1
permitted	14	7.734	% 8
required/ requiring	24	13.259	% 13
prohibited/prohibiting	2	1.104	% 1
entitled	127	70.165	% 70
authorized	10	5.524	% 5
eligible	3	1.657	% 2
Total	181	100	% 100

Table (2) shows that the total number of modal adjectives in the referred document is only 181. Compared to modal verbs which occur 1362 times, we could say that the use of modal adjectives in legal language, though effective, is less than modal verbs. The following pie chart

represents the overall frequency of both modal verbs and modal adjectives in Canada Labour Law:
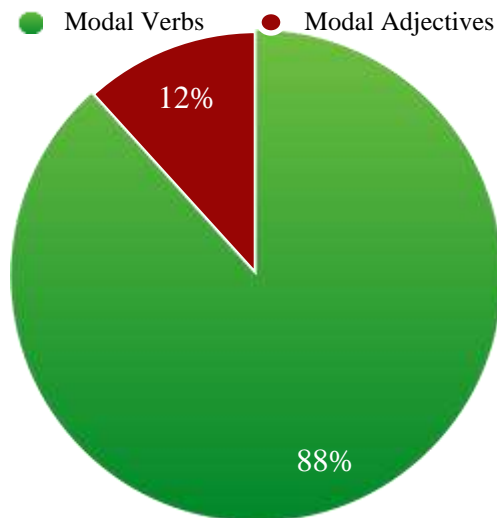

Chart (2): Modal Verbs and Modal Adjectives Frequency in Canada Labor Law

The chart clearly emphasizes the fact that modal verbs are more frequently used than modal adjectives in legal language. While modal verbs represent %88 of the document, modal adjectives represent only %12 of it. However, though they constitute only a small percentage of the document, they are still used and effective in expressing laws and regulations.

Obligation:

One of the modal adjectives that are used to express obligation is *necessary*. It is considered one of the strong adjectives that indicates a "component of necessity" in its "lexical meaning" (Linden, 2012, p.54) :

(18) Where, in order to dispose finally of an application or complaint, it is *necessary* for the Board to determine two or more issues arising therefrom.

Here, *necessary* has a "descriptive directive meaning" that indicates obligation (Linden, 2012, p. 69). The board has to determine two or more issues before the disposal of an application or complaint.

Another deontic adjective used in this document is "be *required*". According to Merriam

Webster *require* is defined as " to make it necessary for someone to do something". The British Dictionary defines *require* as: "to call upon or oblige (a person) authoritatively; order or command". For example:

(19) The Governor in Council may make regulations for carrying out the purposes of this Part and…..may make regulations (a) *requiring* employers to keep records of wages, vacations, holidays and overtime of employees……

Here, employers are obliged to keep records of wages, vacations, holidays and overtime of employees upon the Governor's request.

Permission:

Modal adjectives are also used in legal language in order to express permission and, thus, granting rights. The most commonly used modal adjectives in this document, in particular, are: be (*permitted, entitled, authorized* and *eligible*). According to Oxford Dictionary, the definition of *permit* is " to allow sb to do sth or to allow sth to happen". The word *entitled* is defined as: "to give sb the right to have or to do sth". *Authorized* is defined as: "to give official permission for sth, or for sb to do sth". And finally, *eligible* is defined as: "a person who is eligible for sth or to do sth, is able to have or do it because they have the right qualifications."

The previous examination of the lexical definitions reveals the association between the use of these particular terms and legal language.

> (20)   Every employee who has completed six consecutive months of continuous employment with an employer *is entitled* to and shall be granted a leave of absence from employment.

In respect to the meaning of the term *entitle*, the adjective form [be + *entitled*] is used to give the employee the permission and, thus the right to take a leave of absence from work if he/she has completed six months of work.

> (21)   A member of the Board *is eligible* for reappointment on the expiration of any term of office in the same or another capacity…

The sentence bears the meaning of deontic permission. Structuring the sentence in this way [be+ *eligible*] is one way of granting rights in legal language.

Besides expressing permission, modal adjectives such as *permitted* could be used to deny permission when used in the negative form.

> (22) An employee *is not permitted* to make a complaint under subsection (1) if the complaint is that the employee has been dismissed and considers the dismissal to be un-just.

The employee does not have the right to complaint if he/she considers the dismissal, if happened, to be unjust. Therefore, If *not* precedes any of the adjectives (eligible, entitled, permitted, authorized), it cancels the permission of an action or authorization. If the employee commits such action, his/her complaint will be discarded and not considered by law.

Prohibition:

Though used only twice in Canada Labour Law, the study of the adjective *prohibited* is worth some closer attention as it is widely used in legal signs and documents:

> (23) Strikes and lockouts are *prohibited* during the term of a collective agreement. Oxford Dictionary defines ("prohibit") as: "to stop sth from being done or used especially by law". In this sense, prohibited indicates a strong degree of prohibition. If employees commit a strike or lockout during the term of a collective agreement, they will be subject to legal liability.

In terms of permission and prohibition, the degree of strength of the modal adjectives used could be represented in the following figure, depending on their definition and usage in context:
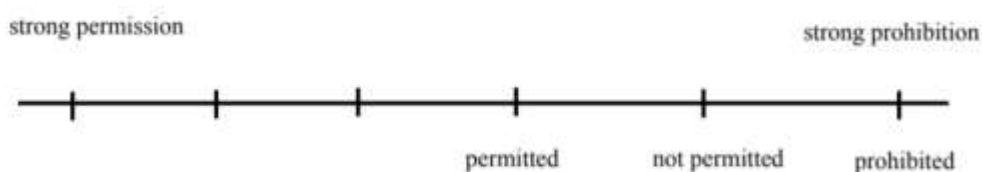
Figure (1): Degree of strength of modal adjectives denoting permission and prohibition

Linguistic Features of Arabic Legal Discourse:

Deontic Modal Verbs:

Arabic, also, uses deontic modal verbs in order to express command, obligation permission and prohibition in legal language. The most commonly used deontic modal verbs in Arabic are: *yajib/* يجب *(shall)*, *yajooz/ (may)*يجوز, *yalzam/ (is obliged)*يلزم , *yahiqq/*(is entitled)يحق, *yuhdhar/(shall not)*ر"ظ"ح , *la yajooz/(may not)* يجوز لا. Verbs that indicate obligation are: *yajib/* ج "ب ي *(shall)*, *yalzam/ (is obliged)*"يلزم . Verbs which indicate permission are: *yajooz/ (may)*يجوز, *yahiqq/* (is entitled)يحق, *la yajooz/(may not)* يجوز لا. And, finally, *yuhdhar/ (shall not)*"ظر يُح , a verb which indicates prohibition.

The total frequency of such verbs in the current examined Arabic document is presented in the following table:

Table (3): Overall Frequency of Modal Verbs in Saudi Labour Law

Modal Verbs	Frequency	Overall Frequency	Overall Frequency
Yajib/يجب	34	29.059	% 29
Yajoz/يجوزز	19	16.239	%16
Yalzam/ يلزمم	5	4.273	% 4
Yahiqq/يحق	3	2.564	% 3
Yuhdhar/يحظر	5	4.273	% 4
la yajooz/ يجوزز لا	51	43.589	% 44
Total	117	100	% 100

In order to decide the most used verbs in the document, the total frequency of each verb is illustrated in the following chart:
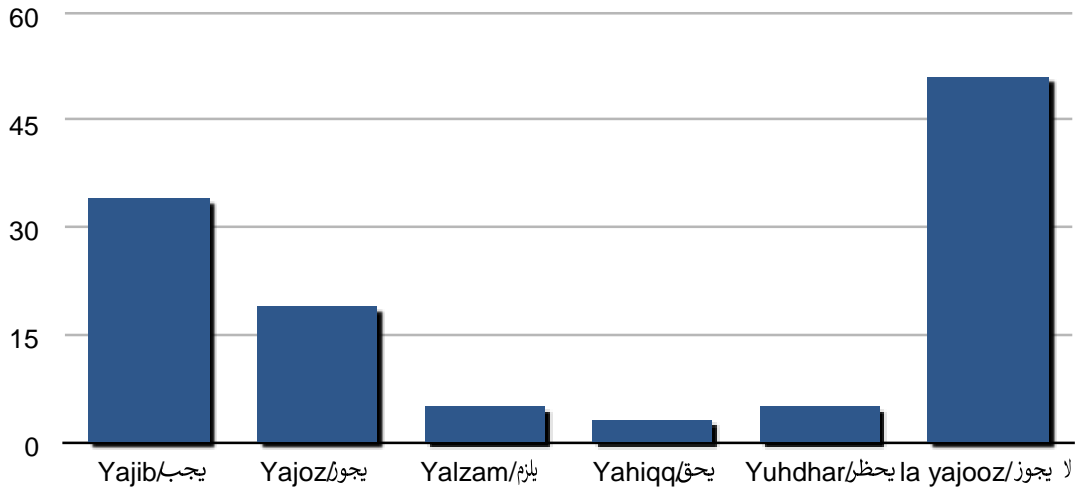
Chart (3) : Frequency of Modal Verbs in Saudi

Obligation:

As seen in the above chart, the most used verb to impose a command and express an obligation is *yajib/*جب "ي. If compared to English, the verb *yajib/*جب "ي stands for the deontic modal verb *shall*.

(42) يجب أألا تقل نسبة العمالل السعودديييين االذيين بيستخدمههم صاحب االعمل عن ٧٧٥٪ من مجموع عمالهه.

    The percentage of Saudi employees hired by an employer *shall* not be less than 75% of all employees.

The verb *yajib/*جب "ي indicates a deontic meaning; it imposes an obligation from an outside authority. The employer is obliged to have a total of 75% Saudis employees in his organization. If the number is less than stated, the employer knows that he will be subject to legal notification or a penalty. The deontic verb *yajib/*ب "ي ج is even used frequently in Islamic regulations to express obligation. If *yajib/*ج"ب "ي precedes an action that shall be committed, it means that the addressee will be punished if he/she does not act by that regulation.

The verb *yalzam/* "ي لزم, though not common, is also used to express obligation. However, it bears the sense of the modal adjective (It is necessary…) in English more than deontic verbs.

(52) ييلزمم صاحب االعمل عند انتههاء عقد االعمل....أأن ييعييد للعامل جمييع ماأأوودعهه لدييهه من شههاددااتت وووثائق

Here, it is necessary that an employer returns back to an employee his/her certificates and documents once he/she quits.

Permission:

In order to express permission in Arabic legal documents, the most commonly used verb is *yajooz/*جوز"ي. The verb *yajooz/*جوز "ي is preceded by *not* in order to deny permission. In this sense, we could say that these two verbs resemble the English deontic modal verbs: *may* and *may not*.

The Two verbs are illustrated in the following examples respectively:

23

(62) يجوزز لصاحب االعمل أأن ييلزمم االمتدرربب أأنن ييعمل لدييهه بعد االنقضاء مدةة االتدرريبب،، مدةة لاتزيبد على ضعف ههههذهه

المدةة.

(72) لا يجوزز تشغيىل العامل تشغيىلا فعليا أأكثر من ثماني ساعاتت في االيبومم االواحد

In (26), the employer *may* force the trainee to work in his organization after the period of training is over for a certain defined time. The employer has the right to do as such and the trainee does not have the right to refuse as the law is by the employer. In (27), the employer *may not* force the employer to work more than eight hours a day. Here, the employer does not have the right to employ the employee more than eight hours. However, he is not strictly prohibited. The employer may do so, for example, by the consent of the employee if agreed upon certain wages. In addition, l*a yajooz/* جوز " ي لا means that the employer might not necessarily be subject to legal liability if the action is committed.

Prohibition:

In order to express prohibition, Arabic uses the verb *yuhdher/*ظ"ح" ي. In AlMaany Online Dictionary the word (*yuhdher/*ظر يح) is defined as: " حظر الشيء :يحظر- حظر،، عليبهه منعهه ،، حرمه". It means : to forbid or stop something.

(82) ييحُظرَ تشغيىل المرأأة خلال االأسابييع السىة االتالىية مباشرةة للوضع

The employment of women during the six weeks the date of her baby delivery is prohibited. The employer will be subject to law if he would do so.

(92) ييحظر على االعامل االاشتغالل في غيير مهنته قبل االتخاذذ االاجرااءاتت النظاميية لتغيىبر االمهنة

The employee is prohibited from working in another profession than stated in his work permit before accomplishing the required procedures to change his practice. Here, the word *yuhdher/* ظر يح" gives a sense of a strong degree of punishment. If the sentence is formed with the use of l*a yajooz/* ج"وز ي لا , it would indicate a lower degree of liability or none at all. It also indicates that there are cases where the employee can perform the action and yet, escape the penalty.

Prepositions:

Another way to express obligation and permission in Arabic legal documents is the use of preposition. There are two prepositions used in Arabic: على/ala and االلامم/al-lam. The total frequency of both prepositions are shown below:

Table (4): Overall Frequency of prepositions in Saudi Labour Law

Prepsition	Frequency	Overall Frequency	Overall Frequency
على/ala	48	64.864	65 %
االلامم/al-lam	26	35.135	35 %
Total	74	100	100 %

In order to determine the most used expressions in legal language, the researcher made the following pie chart:
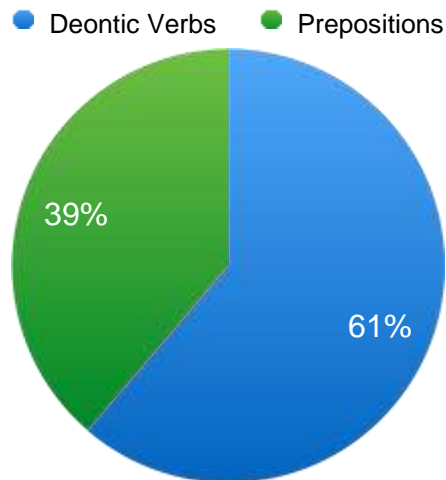

Chart (4): A comparison between Deontic Verbs and Prepositions in Saudi Labor Law

As seen in the pie chart, deontic verbs constitute % 61 of the whole document, whereas prepositions constitute only %39. This means that deontic verbs are the preferred way to express obligation, permission and prohibition. Nevertheless, prepositions are used in certain positions and thus, an examination of the use of prepositions should be carried on.

Obligation:

A special characteristic of Arabic language is the use of prepositions to impose commands and obligation. By using the preposition على/ala, the speaker assigns a duty that must be accomplished.

(03)   على االوززيير أأنن ييحددد بقرارر منهه االمههن وواالأعماالل االتي ييحظر على غيير االسعودديي ااالشتغاللل بهها.

The minister shall determine the professions and jobs that non-Saudis are prohibited to work in. A clear examination of the sentence shows that the verb "*yajib*/"ي" ج" is dropped from the sentence:

(30) (a)   ييجب على االوززيير أأنن ييحددد بقرارر منهه االمههن وواالأعماالل االتي ييحظر على غيير االسعودديي ااالشتغاللل بهها .

It is not apparent why the verb *yajib*/"ي   ج"ب has been removed from the sentence. Perhaps, the use of *yajib*/"ي   جب indicates a strong degree of obligation rather than a duty that has to be carried on. In this sense, the preposition على/ala resembles the deontic modal verb *have/ has to*.

(30) (b) The minister *shall* determine the professions and jobs that shall only be occupied by Saudis.

In English, have/has to "expresses the objective modality equivalent of "it is necessary to" (Coates, 1983, p.57).

Permission

Another amazing function of prepositions in Arabic, is the ability of this word class to express permission and granting rights. The preposition اللامم/al-lam is used in order to fulfill this function.

(13) للعامل االحق في االحصوول على إإجاززة بأجر لا تقل مدتها عن عشرة أأيامم ووذذلك لأددااء فرريضة االحج.

The employee has the right to get a paid vacation no less than 10 days to perform Hajj duty. The preposition "لــ" functions as the modal adjective *is permitted:*

> (31) (a) The employee *is entitled* to obtain a paid vacation no less than 10 days…. to perform Hajj duty……

Another function of اللامم/al-lam in legal language is to give someone authority and power:

(23) للوززيير في حالة عدمم توافر الكفايياتت االفنيية أأوو االمؤهههلاتت الدررااسيية،، .....أأنن ييخفض هههههذهه االنسبة مؤقتاً .

The Minister may minimize the percentage temporarily if certain qualifications are not available.

Hence, besides giving the Minister the permission and granting him the right, the preposition "لــ" indicates authority as well. Unlike (31), اللامم/al-lam functions as means of permission without imposing any kind of authority.

Similarities between Arabic and English:

The above discussion of the linguistic features of legal language signifies some similarities between English and Arabic. To start offbegin with, both English and Arabic have certain lexical items that indicate obligation, permission and prohibition. English legal language is characterized by the heavy use of modal verbs. Arabic, as well, drafts the regulations and laws using certain verbs that correspond to what is known in English as modal verbs. In legal English, *shall* and *must* is used to impose an obligation. In correspondence, Arabic uses *yajib/* "يجب and *yalzam/* "يلزم to imply this indication. In addition, English uses *may* for permission and Arabic uses *yajooz/* "يجوز which is somehow considered a lexical translation of *may.* The following example illustrates the similarities between both languages by means of translation:

> (33) a. The committee *shall* make the records available to the Minister.

> b.   يجب على االلجنة توفيير االسجلاتت للوززيير

Both sentences indicate a deontic sense; that [NP is obliged to VP]. If to translate from Arabic to English:

> (34) a. ييجوزز لصاحب االعمل أأنن ييلزمم االمتدررب أأنن ييعمل لدييهه بعد االنقضاء مدة االتدررييب .

> b. The employer *may* force the trainee to work for him after the period of training is over.

Another similarity is the fact that both languages use the negation form primarily to deny permission or impose prohibition. In English, "not" is added to the modal verb whereas in Arabic "la/ لا " as in *may not* and *la yajooz/* يجوز لا respectively.

> (35) a. An employee, *may not* refuse to use or operate a machine or thing, to work in a place or to perform an activity

b. ‫لا يجوز للعامل ررفض الاستخدامم أأوو تشغييل جههازز أأوو ررفض الاعمل في مكانن أأوو ررفض أأدداءء مههمة‬

In addition, English and Arabic tend to use verbs whose lexical meaning indicates the function. For instance, English uses the phrase *is eligible* to grant authority. Arabic, on the other hand uses (*yahiqq*/‫)يحق‬for the same function.

These similarities between two languages are a clear sign that legal language is a language of a special nature; a method for drafting regulations and commands that has certain linguistic features in any language. It is a language for special purposes that has inherent features reflecting the function and objective of legal drafts.

Differences between Arabic and English:

Despite the fact that there are certain similarities between English and Arabic in the legal language, there are a number of differences as well. The syntactic features are not to be discussed here, though there are many. The chief concern in this research is the semantic differences or the expression of obligation and prohibition.

In legal English language, the choice of modal verbs is extremely sensitive. The variation in the use of *must* and *shall* requires the drafter to be very conscious while drawing up the regulation. Not only he would face this difficulty with modal verbs but also with verb phrases such as (Be prohibited) and (Be not permitted). In Arabic, the verb *yuhdhar/* ‫ظر"‬ ‫ يح‬is a definite indication for prohibition and l*a yajooz*/‫يجوزز‬ ‫ لا‬for denying permission. Another striking difference, is the ability of Arabic language to use prepositions to impose obligation and grant permission or right.

This property is not to be found in English.

CHAPTER FIVE: CONCLUSION AND RECOMMENDATIONS

The current study has investigated the linguistic features of legal discourse in two languages: Arabic and English. The sensitivity of legal regulations emphasizes the necessity to explore the methods in which these languages impose obligation, grant permission and lay a prohibition. Modal verbs play a very significant role in the composing of regulations and drawing up laws. Their use in legal language indicates a deontic sense; which is the imposition of obligation or granting permission from an external authority. Furthermore, the study shows that legal language is written in a relatively standardized method whether in English or Arabic.

However, much is still to be investigated regarding the linguistic features of legal language. Future research could be carried on to investigate other stylistic features such as vocabulary, structure and punctuation. The similarities and differences could be further investigated syntactically. Furthermore, research could be applied on other types of legal documents which will give more significant findings. The linguistic features could be also investigated as a means to explore the difficulties in translating legal documents from English to Arabic and vice versa.

While this study is mainly theoretical, its findings can be applied to a variety of fields. These include translation training to help trainees with the linguistic features of legal discourse in both English and Arabic, particularly with reference to the expression of obligation, prohibition, and permission. The study can also be applied to learning legal English as a branch of teaching English for specific purposes. Generally, it is hoped that the study will increase awareness of the differences and similarities between English and Arabic legal discourse.

REFERENCES

Abdul-Fatttah, H. (2011). A Formal-Functional Analysis of the English Modal Auxiliaries. *Jordan Journal of Modern Languages and Literature, 3* (1) , 39-63.

AlMaany Dictionary. Retrieved from: http://www.almaany.com/ar/dict/ar-ar/يبحظر/

Azar, B.S. (1999). *Understanding and using English Grammar*. (3rd ed.). New York: Pearson

Bhatia,V.K. Drafting Legislative Provisions: Challenges and Opportunities. *The Loophole*, December Issue, 5-15.

Butt, P. & Castle, R. (2006). *Modern Legal Drafting: A Guide to Using Clearer Language.* (2nd ed). Cambridge: Cambridge University Press.

Canada Labor Law. (2015). Retrieved from: http://laws-lois.justice.gc.ca/eng/acts/l-2/.

Close, G. Leech & S. Wallis (eds.), *The Verb Phrase in English: Investigating Recent Language Change with Corpora* (pp.353-435)*.* Cambridge: Cambridge University Press.

Coates, J. (1983). *The Semantics of the Modal Auxiliaries.* Lindon: Croom Helm.

Collins English Dictionary. (10th Ed.). Retrieved April 12, 2015, from Dictionary.com website: http://dictionary.reference.com/browse/require

Cooper, P.K. (2011). Is there a case for the abolition of 'shall' from EU legislation?. *RGSL RE-SEARCH PAPERS, 1*. Retrieved from: http://www.rgsl.edu.lv/images/stories/publications/1_cooper_final.pdf

Crystal, D. & Davy, D.(1969). *Investigating English Style.* Harlow: Longman.

Education.

Eifring, H. & Theil, R. (2005). *Linguistics for students of Asian and African languages.* Unpublished manuscript.

Feng, Z. (2012). On the Stylistic Features of Legal Discourse. *World Journal of English language, 2* (2), 29-35.

Fintel, K.V. (2006). Modality and Language. *Encyclopedia of Philosophy.* (2nd Ed.). Retrieved from: http://mit.edu/fintel/www/modality.pdf.

Hermeren, L. (1978). *On Modality in English: A study of the Semantics of the Modals.* Denmark: GWK Gleerup.

Howe, J.E & Wogalter, M.S. (1995). On Making Legal Documents Understandable: Objective and Subjective Measures. *Proceedings of the Human Factors and Ergonomics Society, 39,* 430-434.

Huddleston, R. & Pullum, G (2002). *The Cambridge grammar of the English Language.* Cambridge: Cambridge University Press.

Huddleston, R.(1984). *Introduction to the Grammar of English.* Cambridge: Cambridge Univer-sity Press.

Kaatari, H. (2010). *Complementation of Adjectives: A Corpus-Based Study of Adjectival Complementation by that- and to-clauses.* MASTER'S THESIS. UPPSALA UNIVERSITY. Kuczma , G. (2010). *Modality in legal texts: an analytic study of translation between English and Polish.* MASTER'S THESIS.

Kratzar,A. (1977). What 'must' and 'can' must and can mean. *Linguistics and Philosophy, 1* (3), 337-355.

Linden, A.V. (2012). *Modal Adjectives: English Deontic and Evaluative Constructions in Diachrony.* Germany*:* The Deutsch Nationalbibliothek.

Lisina, N. (2013). stylistic features of legal discourse: A Comparative Study of English and Norwegian Legal Vocabulary. Master Thesis. Oslo: University of oslo.

McLeod,I. (2009). *Principles of Legislative and Regulatory Drafting*. Portland: Hart Publishing.

Nuyts, J., Byloo,P AND Diepeveen,j. (2005). *On deontic modality, directivity, and mood :A case study of Dutch mogen and moeten.* bELGIUM: University of Antwerp *Oxford Advanced Learner's Dictionary.*(2005). (7th ed.). Oxford: Oxford University Press.

Palmer, F.R. (1974). *The English Verb.* London: Longman.

Palmer, F.R. (1979). *Modality and the English Modals.* London: Longman.

Palmer, F.R. (2001). *Mood and Modality.* (2nd Ed.). Campridge: Campridge University Press.

Papafragou, A. (1998). *Modality and the Semantics-Pragmatics Interface*. Ph.D Thesis. London: University College London.

Pelíšková, V. (2006). *Modal Verbs in Legal English*. MASTER'S THESIS. Brno: Masaryk University

Perkins, M.R. (1983). *Modal Expressions in English*. London: Frances Pinter.

Quirk, R., Greenbaum, S., Leech, G.and Svartvik, J. (1989). *A Comprehensive Grammar of the English Language.* Harlow: Longman *Saudi Labor law*. (2005). Retrieved from: http://portal.mol.gov.sa/ar/pages/organizework.aspx? m=3Schneidereit, G. (2004). Legal Language as a Special Language: Structural Features of English Legal Language. Munich, GRIN Publishing GmbH, Retrieved from:http:// www.grin.com/en/e-book/38559/legal-language-as-a-special-language-structural-features-of-english-legal.

Timothy, E. (2002). Law and Language. *The Stanford Encyclopedia of Philosophy.* (Spring 2014 Edition). Retrieved from: URL = <http://plato.stanford.edu/ archives/spr2014/entries/lawlanguage/>.

Williams C. (1952). *Tradition and Change in Legal English: Verbal Constructions in Prescriptive Texts.* Bern: Peter Lang.

Williams C. (2008). Legal English or Legal Englishes? Differences in Drafting Techniques in the English-Speaking World. *federalism.it*, 1, Retrieved from http://www.federalismi.it/ApplOpenFilePDF.cfm?

Williams C. (2010). Functional or dysfunctional? The language of business contracts in English. *Rassegna Italiana di Linguistica Applicata, 3,* 217-227.

Williams C. (2013). Changes in the verb phrase in legislative language in English. In B. Aarts, J.

Yasumasa, S. (2010). Modal Verbs and Their Semantic Functions in Business English. *Aoyama Journal of Business 44,* (3) .