



Egyptian Journal of Linguistics and Translation

'EJLT'

ISSN: 2314-6699

<https://ejlt.journals.ekb.eg/>

Volume 15, Issue 1

July 2025

Peer-reviewed Journal

Sohag University Publishing Center

Translating Performative Speech Acts in Legal Discourse

Wegdan R. Sayed

Khalifa

English Department,

Faculty of Arts, Sohag

University

Abstract

One great feature of legal discourse is the use of performative speech acts. Performatives are used in the language of law to perform certain acts such as giving permissions, making obligations, passing laws, or declaring rights. The aim of this paper is to examine the translatability of performative speech acts in legal discourse from Arabic into English and whether this translation results in any loss of the original function or the illocutionary force of these performatives. To address these issues in this research, Austin's speech acts theory and Searle's taxonomy are applied. The data used to conduct this paper are extracted from various legal documents translated from Arabic into English including a civil marriage contract and an employment agreement. The results of this paper indicate that translators may face difficulty in translating these speech acts accurately which in turn can affect the validity and legal force of various legal documents. Therefore, translators must pay attention to the pragmatic aspect of legal documents to ensure not altering the intended meaning and function of these texts.

Keywords: legal translation, performative speech acts, legal documents, speech acts theory, Searle's taxonomy, illocutionary force



Egyptian Journal of Linguistics and Translation

'EJLT'

Online ISSN: 2314-6699

<https://ejlt.journals.ekb.eg/>

Volume 15, Issue 1

July 2025

Peer-reviewed Journal

Sohag University Publishing Center

ترجمة الأفعال الكلامية الإنجازية في الخطاب القانوني المستخلص

وجدان ربيع سيد خليفة
قسم اللغة الإنجليزية - كلية الآداب -
جامعة سوهاج

تُعَدُّ الأفعال الكلامية الإنجازية إحدى السمات البارزة للخطاب القانوني. وتُستخدم هذه الأفعال في لغة القانون لأداء أفعال معينة مثل منح الإذن، وفرض الالتزامات، وسن القوانين، أو إعلان الحقوق. يهدف هذا البحث إلى دراسة قابلية ترجمة الأفعال الكلامية الإنجازية في الخطاب القانوني من العربية إلى الإنجليزية، ومدى تأثير الترجمة على الوظيفة الأصلية أو القوة الإنجازية لهذه الأفعال. ولتحقيق أهداف البحث، تم تطبيق نظرية الأفعال الكلامية لأوستن وتصنيف سيرل. وقد تم استخراج بيانات البحث من عدة مستندات قانونية مترجمة من العربية إلى الإنجليزية، بما في ذلك عقد زواج مدني وعقد عمل. وتشير نتائج البحث إلى أن المترجمين قد يواجهون صعوبة في ترجمة هذه الأفعال بدقة، مما قد يؤثر بدوره على صحة وقوة العديد من المستندات القانونية. لذا، يجب على المترجمين الانتباه إلى الجانب التداولي للنصوص القانونية لضمان عدم الإخلال بالمعنى والوظيفة المقصودة لهذه النصوص.

الكلمات الرئيسية: الترجمة القانونية، الأفعال الكلامية الإنجازية، المستندات القانونية، نظرية الأفعال الكلامية، تصنيف سيرل، القوة الإنجازية.

Translating Performative Speech Acts in Legal Discourse

Introduction

The language of law is characterized by accuracy, complexity and ambiguity; therefore, translating legal documents is one of the most difficult tasks among other translation types because they contain sensitive data that cannot be rendered in a way that distorts the meaning or causes ambiguity. To reduce the number of challenges, legal translators should be aware of the common features of legal discourse and how to render such features appropriately from Arabic into English and vice versa. These features are not restricted to one type of written language of the law; these features can also be detected in legislative texts, judicial texts, legal scholarly texts, and private legal texts.

El-Farahaty (2015) divided the features of legal discourse into three categories: lexical, syntactic and textual features. Lexical features include culture and religious based terms, terms of art and archaic terms. Syntactic features include complexity, passivization, nominalization, modality and the use of performative speech acts (which is the focus of this paper). Due to the fact that the language of law is used to perform various acts, performative speech acts are widely used in contracts, marriage certificates, legislation, oaths, declarations, and courtroom statements.

Constable (2014) stated that “ [i]n Austin’s formulation, performative speech acts include promising, warning, betting, declaring, appointing, and other utterances that are or are part of the doing of an action” (P. 21). As a result, the function of these verbs varies from one legal context to another; for instance, they can be used to pass a law, make an obligation, permission, prohibition, or a statement, and grant rights or powers. Translating performative speech acts can be more challenging and any mistranslation of them can lead to serious legal consequences. The translation of performatives must not change the function or the illocutionary force of these verbs. To carry out this study, a comparative analysis of selected

sentences from Arabic legal documents that contain performative speech acts is conducted and compared with their English translations to decide how they are rendered into English and whether they still have the same illocutionary force or are affected by the inaccurate translation.

Significance of The Study

This study might be a contribution to translation studies on legal discourse. The significance of this study lies in the fact that there is a rarity of research on the translation of legal documents, especially contracts, between Arabic and English from a communicative perspective. Most textbooks on legal translation are quite devoted to questions of terminology, but pragmatic issues are completely overlooked and disregarded. This study may present a more adequate framework regarding function and pragmatic angle. The analysis of performative speech acts in legal documents enables us to analyze the intended meanings of the source texts used and the way they were transferred and expressed in the target texts. Unlike previous studies that were mostly directed to systematizing legal translation, this study focuses on communicative approaches to legalese or translation of contracts between English and Arabic.

Limitations of the Study

The study is just a preliminary step in scrutinizing pragmatic implications for legal translations. The work sheds light on pragmatics theories that were never handled in relation to legal translation, especially contract translation between English and Arabic. The lack of previous studies on this area in contract translation between Arabic and English is the major limitation of this study.

Review of Literature

In their book, Crystal and Davy (1969) devoted a chapter to the language of legal documents. The examples in this part are taken from an insurance policy and a purchase agreement. They stated that "of all the uses of language, it [legal language] is perhaps the least

communicative, in that it is designed not so much to enlighten language-users at large as to allow one expert to register information for scrutiny by another" (p.112). Furthermore, a legal text "exhibits a high degree of linguistic conservation, included in written instruction such as court judgments, police reports, constitutions, charters, treaties, protocols and regulation" (p.205). They considered legal texts formulaic and mostly mathematic.

Emery (1989) highlighted the linguistic and stylistic features of Arabic legal documentary texts and their English counterparts. Emery concluded that trainee translators should acknowledge the structural and stylistic difference between English and Arabic discourse to enable them produce acceptable translations of legal documents. Emery's study is considered one of the very few works that tackled general features of Arabic legalese, an area of research that has been overlooked and neglected by Arab translators.

Butt and Castle (2006) proposed a step-by-step guide to drafting in modern style. They utilized examples from various legal documents: leases, company constitutions, wills and conveyances. They also stressed the advantages of drafting in plain language. They ended up surveying the causes of the present chaotic state of legal drafting, and providing guidance on how to draft well. This book suggests a break away from old methods of legal drafting and recommends more communicative ones.

Fakhouri (2008) sheds light on the pragmatic and functional considerations in legal translation. The study explored the applicability of Speech Act theory to legal translation. The researcher selected three authentic contracts written in Arabic which are a real-estate sales contract, a lease contract, and an employment contract. Each text was translated by three legal translators and then a comparative analysis was conducted about how each translator approached problematic areas of legal translation in all the selected texts. Data analysis showed that the application of pragmatic and functional perspectives to legal translation can provide the translator with valuable insights.

In their influential paper entitled “Translating contracts between English and Arabic: Towards a more pragmatic outcome”, Mohammad et al. (2010), demonstrated the importance of pragmatic and functional aspects in legal translation. highlights the relevance of Vermeer's Skopos theory to the translation of contracts via a small pilot study that compares the work of translation students with a broad, theoretical background and a professional translator uninformed about theories of translation. Unlike previous studies that were devoted to analyzing legal translation from the perspectives of structure or syntactic features, ambiguities, meanings, etc., this study focuses on communicative approaches to legal contracts and their translation between English and Arabic.

Ali (2013) conducted a contrastive pragmatic analysis of the speech acts of marriage contracts in English and Arabic aiming at determining the similarities and differences between these speech acts in both languages. To conduct this analysis, Austin's (1962) felicity conditions are employed. The findings showed that there is no correspondence between the two languages, that most of Austin's felicity conditions are found in Arabic, and that there are some differences in the preparatory and executive felicity conditions related to the speech acts of marriage contracts in English and Arabic

El-Farahaty (2015) devoted a chapter in her book *Arabic-English-Arabic Legal Translation* exploring the features of English and Arabic legal discourse. She included the modals and performative verbs in the syntactic features. She adopted Austin's classification of performatives as explicit and implicit clarifying that explicit speech acts are expressed via a speech act verb while implicit speech acts are expressed via modal auxiliaries. Afterwards, she conducted a quantitative and qualitative analysis of modal auxiliaries in Arabic-English documents and English-Arabic documents.

Alshareef (2020) examined how language is used in legal documents and investigated how performative and normative dimensions of legal discourse are rendered in the target

language. This included an examination of lexical choices, grammatical structures, and rhetorical devices, as well as an exploration of the ways in which the translated text may diverge from or align with the pragmatic dimensions of the original. The findings of this study showed that the legislative source text is primarily performative in nature and it is also normative because the general context of the text, modality and conditional sentences it uses indicate it was drafted.

Nakhli (2022) sheds light on the importance of moving outside the rigid circle of linguistic meaning and textual equivalence to contextual meaning and the set of extra-linguistic factors enveloping the text. He discussed the translator's challenges in trying to find functional equivalents in the legal system of the target language asserting the fact that translators must bear in mind the sensitiveness of legal texts and that they have to identify and preserve the intended meaning and function of the document which corresponds to identifying and preserving the illocutionary and perlocutionary force.

Almost all of the above mentioned studies that have tackled the area of legal translation between English and Arabic gave great importance and priority to questions attached to terminological, semantic or structural accuracy, ignoring the pragmatic functional dimension. Even the studies that tackled translation of legal documents from a communicative perspective tended to focus on legal translation between English and some European languages not Arabic. Therefore, this study may fill in the gap of the lack of studies that concentrate on the communicative functional dimension of contractual translation between Arabic and English.

Theoretical Framework

Speech Act theory was developed by two pioneers, namely J.L. Austin and D. Searle. This theory started with Austin's distinction between two kinds of utterances: constative utterances and performative utterances. Constative utterances describe a state of affairs, i.e. making a statement that can be said to be true or false. Performative utterances are acts or

linguistic expressions that are used to make people do things. The paper focuses on performative utterances which are of particular relevance to many varieties of legal discourse. Performative acts can be explicit or implicit.

Explicit speech acts are expressed via a speech act verb (i.e. declare, announce, enact). Example is: “**be it enacted**”. Based on Austin's (1969) classification of speech acts, Danet (1980) categorizes the legal speech acts as follows:

Commissives: as found in contracts, marriage ceremonies, and wills,

Expressives: as found in the case of excusing, condemning, forgiving, and blaming,

Declaratives: as shown in bills, receipts, appointments, and pleas of guilty/not guilty,

Directives: as in future-oriented speech acts such as that of legislations.

Implicit speech acts are expressed by such modal auxiliaries 'may' or 'shall' or their negative forms. As such the whole sentence has an illocutionary force of permission (may), ordering (shall), or prohibition (shall not).

Speech acts, according to Austin (1962), are divided into three main components: The first is the locutionary act which refers to the form of the utterance; the second is the illocutionary act which refers to the function of the utterance; and the third is the perlocutionary act which refers to the effect of the utterance on the addressee.

In the last part of his book *How to Do Things with Words* (1962), Austin distinguished five basic types of performatives according to their illocutionary force:

1. Verdictives: They are performative utterances where the speaker gives a verdict or enacts a judgment, for instance, “I judge you” or “I declare you”.
2. Exercitives: They are performative utterances where the speaker exercises power, influence, or rights. They involve exercising control in some manner such as ordering, appointing, warning, or appointing.
3. Commissives: They are performative utterances which commit the

speaker to do things such as promising, vowing or undertaking.

4. Behabitives: They are performative utterances that deal with social behavior or attitudes such as apologize, thank, congratulate, or criticize.

5. Expositives: Austin (1962) defined them as follows “[t]hey make plain how our utterances fit into the course of an argument or conversation, how we are using words, or, in general, are expository” (p. 151). For instance: “I turn next to”, “I quote”, “I cite”, “I recapitulate”, “I repeat that”, and “I mention that”.

Searle introduced some innovations to the Speech Act theory. He preferred to use the term “speech act” to Austin’s “performative” and focused his investigations on the illocutionary acts. He also did not follow Austin’s classification, but came up with such types of speech acts as assertives or representatives, directives, commissives, expressives, questions and declarations. Each one of these speech acts has a distinctive function or purpose by the speaker.

(1) Assertives: ‘[T]o commit the hearer to the truth of the proposition. It is to present the proposition as representing a state of affairs’ (qtd. in Mabaquiao, 2018). This category encompasses statements, descriptions, classifications, and explanations.

(2) Directives: The speaker attempts to force the hearer to do something, i.e. to order or to request something politely. This category includes verbs like to invite, suggest, or insist.

(3) Commissives: Commissive speech acts are utterances said by speakers that ensure they will or will not do something and will stay committed to it. They address the illocutionary acts which impose certain actions or commitments on the speaker; this makes the world fit the words. This type of performatives encompasses promising, vowing, betting, and opposing.

(4) Expressives: The speaker expresses a variety of psychological states.

This includes verb such as love, hate, thank, congratulate, apologize, condole, and welcome.

(5) Declarations: Speech acts that are used to convey a statement or proposition. In this category, the performance of action in reality depends on the utterance. For example, in the statements, “I declare your employment is terminated”, and “you are fired”, the utterance of appointing or firing makes the addressee appointed or fired. The utterance changes the status in the world by the word.

(6) Questions: Speech acts added to the previous five types. In this category, the performance of action depends on questioning and interrogating. These categories are widely used in case of investigations or in a court by a judge.

Furthermore, Speech acts are divided into direct and indirect speech acts. Direct speech acts are those whose forms match the function whereas indirect speech acts are those whose forms do not match the function.

Felicity conditions are closely connected to performatives. For the performative act to be felicitous or successful, one should follow these rules (otherwise it may ‘misfire’):

Use the ‘I’ of the speaker.

Use the present tense.

All the procedures should be conducted properly.

Methodology

Data Collection

The current research paper is based on a descriptive qualitative approach to analyze the data. The data have been collected from different legal documents including a civil marriage contract and an employment contract by **Husni and Newman (2015)**. **Husni** is a Professor of Arabic and Department Head at the American University of Sharjah, UAE and her research interests include Arabic language and literature, Translation Studies and Gender Studies.

Newman is a Professor of Arabic and Head of Department at the University of Durham, UK and his research interests include the history of translation, linguistics and Arabic literature. This paper limits itself to one pragmatic feature of legal discourse which is the use of performative speech acts in English and Arabic legal discourse. Samples extracted from these documents focus on such performative acts as directives, assertives or representatives, commissives, and declarations.

Procedures of the Study

Austin's Speech acts theory and Searle's taxonomy of the illocutionary force are adopted in this research to explain and categorize the illocutionary force of these performative speech acts. Afterwards, the English translation of these performatives is analyzed and compared to the Arabic version as well as determining how these performative speech acts are rendered into English and whether their function and illocutionary force have been retained, sustained or not in the translation.

Data Analysis and Discussion

The following analysis is conducted following Searle's taxonomy.

Assertives

Assertives are considered a type of illocutionary force that involves making statements that can be true or false. Their main function is to assert something about the world. In legal contexts, assertive speech acts are used to convey information, establish facts, state laws and regulations or provide evidence. Translating these speech acts requires maintaining the accuracy and clarity of the statement to ensure preserving the intended meaning. The following are examples that belong to this category:

1. ST: وافقته على ذلك على يد الشهود العدول

TT: who has accepted this in the presence of witnesses

2. ST: وتم تنبيههم بأن شروط صحة هذا الزواج هو الإشهار

TT: Both parties have been apprised of the conditions of legality of this marriage to be made public

3. ST: إن حرية إصدار الصحف والطباعة والنشر وترويج الكتب مضمونة طبقا لهذا القانون

TT: The freedom to publish newspapers, and to print, publish and distribute books is guaranteed under the present Act

In example (1), the speech act is assertive because the utterance asserts the fact of agreement between the bride and the groom in the presence of witnesses. The English translation of this sentence achieved the same assertive force of "وافقته" by translating it as 'accepted'.

In example (2), the illocutionary force is assertive because in the given statement, the speaker asserts the requirements for the validity of this marriage including the necessity of it to be made public. The translation carries a similar illocutionary force as the original Arabic statement where both statements emphasize the legal condition that is necessary for the marriage to be considered valid.

In example (3), the statement "إن حرية إصدار الصحف والطباعة والنشر وترويج الكتب مضمونة طبقا" "لهذا القانون" has an assertive illocutionary force where it asserts the fact that the freedom to perform specific actions regarding the newspapers and books is guaranteed by the law through the use of the passive participle اسم المفعول. The English translation of this statement achieved the same assertive force of "مضمونة" by translating it as 'is guaranteed' through the use of the passive voice. However, the use of the active voice rather than the passive voice is more powerful and can make the statement more straightforward and assertive as follows: the present Act guarantees the freedom to publish newspapers, and to print, publish and distribute books.

Directives

In this category, utterances force the addressee to perform a specific action. Presenting obligations, permissions, or prohibitions in Arabic may be done through the use of the modal

expressions such as: - لا بد له أن- ينبغي - لفلان أن يفعل- يجوز لفلان أن يفعل- يجب ألا- يجوز ألا- لا. In addition, the present simple can also be used to give orders. On the other hand, directives in English can be presented through the use of modal auxiliaries such as shall, may, and must. In the collected samples, four directive speech acts are identified as follows:

1. ST: على وسائل الإعلام أن تنقل الأخبار بصدق

TT: The media shall communicate information truthfully

2. ST: يحرر هذا العقد من نسختين

TT: The present marriage contract has been executed in duplicate

3. ST: يجب أن يتم تعيين المذكور داخل أجل شهر

TT: The appointment of a deputy director shall take place within one month

4. ST: على أن هذا الأخير يتحمل جميع الالتزامات القانونية

TT: The latter will assume all of the legal duties

In example (1), the sentence "على وسائل الإعلام أن تنقل الأخبار بصدق" obligates the media to report the news truthfully through the use of the modal construction "على + أن" which is commonly used in Arabic to indicate a mandatory duty. When translating this sentence into English, it is significant to maintain the illocutionary force of ordering the media to perform a specific action. This directive illocutionary force was achieved through the use of the modal auxiliary "shall" which is used in English legal contexts to impose something on the addressee.

In example (2), the sentence "يحرر العقد من نسختين" has a directive speech act where it dictates that the contract shall be executed in two copies. This directive speech act comes from the use of the verb "يحرر" which indicates an action to be performed. Translating this sentence as "the present marriage contract has been executed in duplicate" changed the illocutionary force from directive to assertive where it states that the current contract has been executed in two copies rather than instructing that it should be done so. The accurate translation that maintains the directive illocutionary force should be as follows: the present marriage contract

shall be executed in duplicate. The illocutionary force of the original is not sustained by the translator.

In example (3), the sentence "يجب أن يتم تعيين المذكور داخل أجل شهر" has a directive illocutionary force which obligates that the appointment of a deputy director to be for one month. This obligation was presented in the Arabic sentence through the use of "يجب". The same illocutionary force has been rendered into English through the use of the modal auxiliary "shall" which is used to establish obligations.

In example (4), the illocutionary force of this sentence is a directive one where the speaker orders someone to assume legal duties. This obligation has been presented in the Arabic sentence through the use of the modal expression (على...أن) and the verb in the present tense "يتحمل". In the English version, the translator used inaccurate modal auxiliary 'will' which indicates a future action, not showing obligation, that is required or expected to happen. The inappropriate choice of "will" and the verb "assume" changed the illocutionary force of the original. As a result, the illocutionary force of the original utterance has not been sustained. The use of "shall" is more powerful and precise than "will" and can accurately convey the same illocutionary force of imposing something like the original.

Commissives

Commissive speech acts are statements that include a commitment to a certain course of action. In legal discourse, they are featured by undertaking, making promises of commitment, or declaring intentions. In Arabic legal discourse, commissive speech acts can be presented through the use of specific verbs to indicate undertakings, pledges, or commitments such as يتعهد, يعد, يقسم, or يلتزم. In translating these commissive speech acts into English, the same illocutionary force and the performative nature of the speech act are sustained. The following examples are identified:

1. ST: يتعهد الطرف الأول بأن يكرس كل وقته وجهده لأعمال الطرف الثاني

TT: Employee shall devote the whole of his time and attention to employer's business

2. ST: يلتزم الطرف الثاني بأن يراعي كافة الأوامر

TT: Employee undertakes to comply with all orders

3. ST: يلتزم الطرف الثاني بإشهار بهذا الزواج

TT: The bride pledges to announce this marriage

In the first example, the sentence "يتعهد الطرف الأول بأن يكرس كل وقته وجهده لأعمال الطرف الثاني" has a commissive illocutionary force where the first party is making a commitment to devote his time and attention to the employer's business. In the Arabic sentence, this commitment is presented through the use of the verb "يتعهد" which means "undertakes" or "pledges" in English. In translating this sentence into English, the translator used the combination "shall devote" changing the sentence from a commissive speech act to a directive speech act. Although the use of "shall devote" has a similar illocutionary force which is an obligation, it would be more accurate to replace this imperative combination with a commissive verb such as undertakes. Therefore, the accurate translation should be as follows: employee undertakes to devote the whole of his time and attention to employer's business.

In the second example, the sentence "يلتزم الطرف الثاني بأن يراعي كافة الأوامر" is a commissive speech act in which the second party is committed to comply with all orders. This commitment is presented through the use of the verb "يلتزم" in Arabic. In the English translation, the translator used an equivalent verb which is "undertake" to ensure the commitment of the second party. Hence, he successfully conveyed the same illocutionary force of the Arabic sentence.

In the third example, the sentence "يلتزم الطرف الثاني بإشهار بهذا الزواج" is a commissive speech act in which the second party is committed to announce the marriage. This commitment is presented through the use of the verb "يلتزم" in Arabic. In the English translation, the translator used an equivalent verb which is "pledge" to ensure conveying the same commitment

of the second party. Therefore, he successfully conveyed the same illocutionary force of the Arabic sentence.

Declarations

In this category, the speaker's utterance changes the reality. In legal discourse, declarations are used to declare legal rights or to enact legal rules and obligations; therefore, it is crucial to accurately convey these declaratives whenever they appear in legal contexts. In English, legalese uses the declarative 'do' in affirmative sentences and its function is similar to that of the archaic term 'hereby' and is used only with performative verbs. Husni and Newman (2015) noted that "For the purpose of translation into Arabic, it is important to state that this do is never rendered into Arabic; instead the main verb is simply rendered by an imperfect (المضارع)" (p.141). In the collected samples, five declaration speech acts are identified as follows:

1. ST: يحق للطرف الآخر اللجوء إلى القضاء

TT: Either Party is entitled to seek redress

2. ST: لمختلف وسائل الإعلام الحق في الوصول إلى مصادر الخبر

TT: All the media have a right of access to all sources of information

3. ST: يكون للطرف الأول الحق في إنهاء أو فسخ هذا العقد

TT: Employer shall be entitled to terminate or annul the present agreement

4. ST: يمكن نشر كل جريدة أو مطبوع دوري

TT: All newspapers or periodical publications shall be published

5. ST: يجوز التنصيص في عقد العمل المتعلق بمدير النشر

TT: The employment agreement for the deputy director of the publication shall state...

The first example shows that the declarative "يحق" is followed by the word "اللجوء". The sentence 'يحق للطرف الآخر اللجوء إلى القضاء' is intended to create a declaration illocutionary force, where the utterance changes the reality by announcing the other party's right to resort to the court. In Arabic, the phrasal verb "يحق + ل" which is equivalent to "has the right to" or "is entitled to" is often used to assign benefit or liability to parties. Here, the translator was able to maintain the same statement of right through the use of a different device that also denotes the

idea of having a legal right or claim to something which is “is entitled to”. Therefore, the same illocutionary force has been rendered in English.

In the second example, the sentence ‘لمختلف وسائل الإعلام الحق في الوصول إلى مصادر الخبر’ is a declaration speech act where it declares the right of the media to access all news sources. In Arabic, the phrasal verb "ل + الحق" which is equivalent to “has the right to” is often used to assign benefit or liability to parties. Here, the translator was able to maintain and sustain the same declarative force as the original Arabic sentence.

In the third example, the sentence ‘يكون للطرف الأول الحق في إنهاء أو فسخ هذا العقد’ declares the right of the first party to terminate the agreement. This declaration has been presented in the original through the use of the combination "يكون + ل + الحق" which means “have the right” or “is entitled to” in English. In the above translation, the translator was able to maintain the same illocutionary force of having a specific right through the use of a different device to express it, which is “shall be entitled”.

The fourth example has a declarative illocutionary force where the sentence declares the possibility of publishing all newspapers or periodical publications. The speaker indicates permission in an indirect way. The translator did not convey the sentence as a declaration, rather he conveyed it as a directive when he used the modal auxiliary ‘shall’. The use of shall here changed the meaning of the sentence from indicating permission to enacting an obligation. The accurate translation should be as follows: “all newspapers or periodical publications can be published.”

In the fifth example, the phrase "يجوز التنصيص" is declaration. The sentence is making a declaration about the possibility of stating something in the employment agreement. Translating the sentence as “The employment agreement for the deputy director of the publication shall state” changed the illocutionary force from making permission to enacting an obligation. It implies an obligation for the employment agreement to contain specific details.

The modal auxiliary 'may' is used in English legal discourse to indicate permission or possibility of doing something. Therefore, the accurate translation should be as follows: the employment agreement for the deputy director of the publication may state.

Discussion:

The common types of performative speech acts used in Arabic legal documents are assertives, directives, commissives, and declarations. Throughout the analysis of the samples used in this research paper, it was found that expressive speech acts are generally less common in legal documents. They can appear in marriage contracts to personalize the document, affirm the emotional commitment of the parties, and reinforce the bond between them beyond legal obligations, for instance, the use of an utterance such as "أريد الزواج منك" or "لما كان الطرف الأول" "لما كان الطرف الأول" to express the desire of the groom to marry the bride. Translating these speech acts from Arabic into English does not constitute challenges to translators; however, they must take into consideration preserving the emotional or expressive content in addition to maintaining the formal tone of legal documents.

In the assertive speech act category, the translator succeeded in maintaining the same illocutionary force in all examples. However, in example 3, the active voice is preferred for making statements since it makes the statement more direct and easier to understand. In the directive category, the translator succeeded in conveying the same illocutionary force in examples 1 and 3 but failed to maintain it in 2 and 4. The illocutionary (directive) force in examples 2 and 4 is presented through the use of the present tense in the verbs (يحرر) and (يتحمل). In (2), the translator used the present perfect tense and the future tense in (4) (which are rarely used in legal discourse) to establish obligations; nevertheless, they are used here to declare or assert something. In order to maintain the same legal force of these utterances, the translator should have used instead the modal auxiliary 'shall' which is frequently used in English legal discourse for indicating obligations.

Concerning the commissive category, both examples 2 and 3 have their commissive force through the use of the verb (يلتزم) and the translator successfully maintained the same illocutionary force by using equivalent commissive verbs, “undertake” and “pledge”. In example (3), the use of the modal auxiliary ‘shall’ affected the illocutionary force and made the sentence directive instead of commissive. As for the declarative category, the illocutionary force of the first three speech acts has been accurately translated into English but it would be better if ‘shall’ in example 3 was replaced by the verb “is” because the use of “shall” gives the sentence a directive force more than a declarative one. However, the translator failed to maintain the illocutionary force in examples 4 and 5. This possibility appears in the use of verbs such as "يمكن" and "يجوز". The translator used “shall” in both sentences instead of using modals of permission such as “may” or “can”.

Conclusion

In conclusion, this research paper has explored the common types of performatives used in legal documents and tried to identify the challenges and errors in translating them from Arabic into English. Through a comparative analysis of the speech acts used in Arabic legal documents and their English translations, it was found that the inaccurate translation of some performatives affected their illocutionary force and hence their legal force. However, some examples showed the successful translation of some performatives and how the translator succeeded to sustain the same illocutionary force in the TTs. In addition, the use of literal translation in rendering these speech acts from Arabic into English seems to be an effective approach and it ensured that the translated document retains its legal validity and accuracy.

As a result, in translating such speech acts in legal discourse, the translator must pay attention to the pragmatic aspect of the source text in order to ensure that the translated text reflects the same meaning and the intent of the original legal document without altering its legal force or implications. Legal translation from a pragmatic point of view involves a deep understanding of legal contexts to produce translations that are not only accurate but also legally effective in the target language.

References

- Ali, A. H. (2013). A contrastive study of the speech act of marriage in English and Arabic. *College of Education Journal*, 9(34), 9-15.
- Austin, J. L. (1962). *How to do things with words*. Oxford University Press, Amen House, London.
- Alshareef, S. S. (2020). *Performativity and normativity in legal discourse: The translation and analysis of an extract from the British "Family Law Act 1996"*. University of London.
- Butt P. and Castle R. (2006). *Modern Legal Drafting: A Guide to Using Clearer Language*. New York: Cambridge University Press.
- Constable, M (2014). *Our Word Is Our Bond: How Legal Speech Acts*. Stanford University Press.
- Crystal, D and Davy, D. (1969). *Investigating English Style*. London: Longman.
- El-Farahaty, H (2015). *Arabic-English-Arabic Legal Translation*. Routledge
- Emery, P.G. (1989). Legal Arabic Text: Implications for Translation. *Babel* 35, 35-40.
- Fakhouri, M. T. A. (2008). *Legal translation as an act of communication: The translation of contracts between English and Arabic*. MA thesis. An-Najah National University.
- Husni, R., & Newman, D. L. (2015). *Arabic–English–Arabic translation: Issues and strategies*. Routledge
- Mabaquiao, N. M., Jr. (2018). *Speech act theory: From Austin to Searle*. De La Salle University, Manila.
- Mohammad, A. K., Alawi, N., & Fakhouri, M. (2010). *Translating contracts between English and Arabic: Towards a more pragmatic outcome*. An-Najah National University.
- Nakhli, H (2022). "Pragmatic Aspects of Translation". *Journal of Pragmatics and Discourse Analysis*. University Abdelmalek Essaadi, Tetouan, Morocco. DOI:10.32996/jpda.2022.1.1.4
- Searle, J. R. (1979). *Expression and meaning: Studies in the theory of speech acts*. Cambridge University Press, New York.

Appendix A

A Parallel Pair of Arabic and English Civil Marriage Contract

عقد زواج عرفي	
<p>إنه في يوم / الموافق /</p> <p>بعون الله اجتمع كل من وبحضور الشهود العدول المبين اسمائهم بباطن هذا العقد:</p> <p>أولاً : السيد /</p> <p>مواليد : /</p> <p>اسم الأم /</p> <p>ثانياً : الأنسة /</p> <p>مواليد : /</p> <p>اسم الأم /</p> <p>وقد اتفقا وهما بكامل أهليتهما للتعاقد والتصرفات القانونية على الآتي :</p> <p style="text-align: center;">تمهيد</p> <p>لما كان الطرف الأول يرغب الزواج من الطرف الثاني وقد وافقته على ذلك على يد الشهود العدول المبين اسمائهم بهذا العقد وعلى الصداق المسمى بينهما وعلى مذهب الإمام أبي حنيفة النعمان.</p> <p>وقد طلبها من الحاضرين تحرير هذا العقد.</p> <p style="text-align: center;">البند الأول</p> <p>يعتبر التمهيد السابق جزء لا يتجزأ من هذا العقد.</p> <p style="text-align: center;">البند الثاني</p> <p>طلب الطرف الأول من الطرف الثاني الارتباط بها على كتاب الله وسنة رسوله بقوله لها أريد الزواج منك على كتاب الله وسنة رسوله وعلى مذهب الإمام أبي حنيفة النعمان والصداق المسمى بيننا ووافقته الطرف الثاني على ذلك بقولها له قبلت الزواج منك.</p> <p style="text-align: center;">البند الثالث</p> <p>قبل الطرفان هذا الارتباط الشرعي بارتباطهما بالميثاق الغليظ على صداق قدرة جنية دفع منه بمجلس العقد مبلغ وقدرة جنية والباقي يحل في أقرب الأجلين (الوفاة أو التطليق) وذلك بعد إقرار الطرف الثاني بخلوها من الموانع الشرعية التي تحول بينها وبين الزواج وأنها بكر لم يسبق لها الزواج / وإقرار الطرف الأول (بأنه في عصمته أو ليس في عصمته) زوجة أخرى ومسئوليتهم القانونية عن جميع البيانات المدونة بهذا العقد وفي حالة ظهور ما يخالف ذلك يحق للطرف الآخر اللجوء إلى القضاء للإقتضاء حقه من الطرف المخالف.</p>	<p>الموافق /</p> <p>السيد /</p> <p>مواليد : /</p> <p>اسم الأم /</p> <p>الآنسة /</p> <p>مواليد : /</p> <p>اسم الأم /</p> <p>وقد اتفقا وهما بكامل أهليتهما للتعاقد والتصرفات القانونية على الآتي :</p> <p style="text-align: center;">تمهيد</p> <p>لما كان الطرف الأول يرغب الزواج من الطرف الثاني وقد وافقته على ذلك على يد الشهود العدول المبين اسمائهم بهذا العقد وعلى الصداق المسمى بينهما وعلى مذهب الإمام أبي حنيفة النعمان.</p> <p>وقد طلبها من الحاضرين تحرير هذا العقد.</p> <p style="text-align: center;">البند الأول</p> <p>يعتبر التمهيد السابق جزء لا يتجزأ من هذا العقد.</p> <p style="text-align: center;">البند الثاني</p> <p>طلب الطرف الأول من الطرف الثاني الارتباط بها على كتاب الله وسنة رسوله بقوله لها أريد الزواج منك على كتاب الله وسنة رسوله وعلى مذهب الإمام أبي حنيفة النعمان والصداق المسمى بيننا ووافقته الطرف الثاني على ذلك بقولها له قبلت الزواج منك.</p> <p style="text-align: center;">البند الثالث</p> <p>قبل الطرفان هذا الارتباط الشرعي بارتباطهما بالميثاق الغليظ على صداق قدرة جنية دفع منه بمجلس العقد مبلغ وقدرة جنية والباقي يحل في أقرب الأجلين (الوفاة أو التطليق) وذلك بعد إقرار الطرف الثاني بخلوها من الموانع الشرعية التي تحول بينها وبين الزواج وأنها بكر لم يسبق لها الزواج / وإقرار الطرف الأول (بأنه في عصمته أو ليس في عصمته) زوجة أخرى ومسئوليتهم القانونية عن جميع البيانات المدونة بهذا العقد وفي حالة ظهور ما يخالف ذلك يحق للطرف الآخر اللجوء إلى القضاء للإقتضاء حقه من الطرف المخالف.</p>

البند الرابع

قبل الطرفين هذا الزواج وعلم كل طرف حقوقه وواجباته تجاه الطرف الآخر وتم علمهم أن لهذا الزواج حقوق شرعية لا حق لأي منهم بالتنصل منها وهو الاعتراف بهذا الزواج والإقرار به أمام الناس وأمام جهة رسمية أو قضائية وجعله في قوة السند التنفيذي الواجب النفاذ.

البند الخامس

يلتزم الطرف الأول تجاه الطرف الثاني بإعداد المسكن الشرعي الملائم وفقاً لحالته المادية والاجتماعية والقيام بجميع واجباته الشرعية تجاه الطرف الثاني.

البند السادس

يلتزم الطرف الثاني بإشهار بهذا الزواج وأن يكون زواجاً أبدياً وليس مؤقتاً وتم تنبيههم بأن شروط صحة هذا الزوج هو الإشهار والإعلان ولا يكون مؤقتاً ووافقوا على ذلك.

البند السابع

يقر الطرفان بأن من حق أي منهما اللجوء إلى القضاء للإقرار بصحة هذا الزواج والتصديق عليه أمام المحكمة أو إثبات محتواه ومضمونه في وثيقة زواج رسمية على يد مأذون منذ تاريخ هذا العقد حماية لحقوق كل طرف تجاه الطرف الآخر. ولا يحق لأي طرف النكول والتعاس عن التزامه تجاه الطرف الآخر.

البند الثامن

يحرر هذا العقد من نسختين بيد كل طرف نسخة للعمل بموجبها عند الاقتضاء.
والله خير الشاهدين

الطرف الثاني

الطرف الأول

الشهود

الشاهد الثاني

الشاهد الأول

Figure 1: Arabic Civil Marriage Contract

CIVIL MARRIAGEⁱ CONTRACT

On this the ... day of A.H., corresponding to .../.../... C.E.ⁱⁱ

With the help of God the Almighty, have appeared in the presence of witnesses of reputable background and sound character,ⁱⁱⁱ whose names are stated in the present contract, the following:

Mr residing at ...
Born on ... , in ... , holder of Identity Card/Family Record Document^{iv} No ...

Of the one part (hereinafter referred to as 'groom');
AND

Miss residing at ...
Born on ... , in ... , holder of Identity Card/Family Record Document No ...
Of the second part (hereinafter referred to as 'bride')

Being legal capable and competent^{vi} have hereby agreed the following:

PREAMBLE^{vii}

Whereas the groom wishes to enter into marriage with the bride, who has accepted this in the presence of witnesses whose names are mentioned in the contract, for a dowry fixed between them and in accordance with the principles of the Hanafi School of Islamic Jurisprudence.^{viii}

ARTICLE 1

The preceding Preamble shall constitute an integral part of the present agreement.

ARTICLE 2

The groom hereby requests to enter into a bond with the bride, in accordance with the Holy Quran^{ix} and the Sunna of the Prophet Muhammad, by saying, 'I wish to marry you, in accordance with the Holy Quran, the Sunna of the Prophet Muhammad and the Hanafi School of Islamic Jurisprudence, and in exchange of the dowry fixed between us.' The bride hereby agrees to this by saying, 'I accept to marry you.'

ARTICLE 3

Both parties accept this legal bond that unites them by an inviolable vow, for a dowry in the amount of Egyptian Pounds, with the amount of Egyptian Pounds being paid upon entering into the contract, the remainder falling due upon the demise of the groom, or divorce, whichever occurs the earlier, and following the acknowledgment by the bride that she is free from any legal impediments that can come between both parties, and that she is a

virgin, has not previously married, whereas the groom acknowledges – irrespective of whether or not he is in a state of matrimony* with another wife – the legal responsibilities and all the statements recorded in the present agreement. In case anything should emerge that runs counter these statements, either party is entitled to seek redress and demand his/her right from the offending party before the courts.

ARTICLE 4

Both parties accept this marriage, and each party is aware of its rights and duties towards the other, as well as of the fact that this marriage is legally valid and that neither of them has the right to renege on his/her legal responsibilities in respect of it, and each acknowledges this marriage in front of other people and the official or legal authorities, who are fully empowered to enforce the present contract.

ARTICLE 5

The groom pledges to the bride that he shall prepare the appropriate legal residence, in accordance with his financial and social circumstances, status in society, and legal duties towards the bride.

ARTICLE 6

The bride pledges to announce this marriage, that it is indefinite,^{xi} not temporary. Both parties have been apprised of the conditions of legality of this marriage to be made public, and of the fact that it is not temporary, and both have agreed to it.

ARTICLE 7

Both parties agree that either of them may resort to legal action in order to establish the legal validity of the present marriage and have it certified before the court or its contents authenticated in an official marriage document drawn up by a marriage registrar,^{xii} to take effect as from the date of the present contract, with each party's rights being safeguarded in respect of the other. Neither party shall be allowed to shirk from^{xiii} or neglect their obligations towards the other.

ARTICLE 8

The present marriage contract has been executed in duplicate, each copy being signed by each party and valid in law.

AS GOD IS OUR WITNESS^{xiv}

First Party
(‘groom’)

Second Party
(‘bride’)

THE WITNESSES

First Witness

Second Witness

Figure 2: English Translation of the Arabic Civil Marriage Contract

Appendix B

Press Act	قانون الصحافة
<p>Dahir¹ N° 1-02-207 of 25 Rajab 1423 A.H. / 3rd October 2002 C.E. relating to the promulgation of Act N° 77-00 amending and completing Dahir N°1-58-378 of 3 Jumada I, 1378 A.H./15 November 1958, and forming part of of the Press and Publishing Act. PRAISE BE TO GOD!</p> <p>His Majesty, King Mohammed VI let it be known by the present Dahir – may God elevate and strengthen its contents! –</p> <p>In view of the Constitution, in particular Articles 26 and 58 that His Sharifian Majesty has decided the following:</p> <p>Shall be issued and published in the Official Gazette, in accordance with the present Dahir, Act N° 77-00 amending and completing Dahir N°1-58-378 of 3 Jumada I, 1378 A.H./15 November 1958 pertaining to the Press and Publication Act, with the advice and consent of the Chamber of Councillors and Assembly of Representatives. Drawn up in Marrakech, on 25 Rajab 1423 A.H./ 3 October 2002.</p> <p>Act N° 77-00 pertaining to the Press and Publication Act.</p> <p>CHAPTER I: PRESS, PRINTING, PUBLISHING AND DISTRIBUTION OF BOOKS</p> <p>Article 1</p> <p>The freedom to publish newspapers, and to print, publish and distribute books is guaranteed under the present Act. All citizens have a right of access to information. All the media have a right of access to all sources of information, and to acquire information from various sources, except if the information is confidential, in accordance with the law.</p>	<p>ظهير شريف رقم 1-02-207 صادر في 25 من رجب 1423 (03 أكتوبر 2002) بتنفيذ القانون رقم 77.00 المغير والمتمم بموجبه الظهير الشريف رقم 1-58-378 الصادر في 3 جمادى الأولى 1378 (15 نونبر 1958) بشأن قانون الصحافة والنشر. الحمد لله وحده، محمد بن الحسن بن محمد بن يوسف الله وليه يعلم من ظهيرنا الشريف هذا، أسماء الله وأعز أمره أننا: بناء على الدستور ولاسيما الفصلين 26 و58 منه؛ أصدرنا أمرنا الشريف بما يلي:</p> <p>ينفذ وينشر بالجريدة الرسمية، عقب ظهيرنا الشريف هذا، القانون رقم 77.00 المغير والمتمم بموجبه الظهير الشريف رقم 1-58-378 الصادر في 3 جمادى الأولى 1378 (15 نوفمبر 1958) بشأن قانون الصحافة والنشر، كما وافق عليه مجلس المستشارين ومجلس النواب. وحرر بمراكش في 25 من رجب 1423 (3 أكتوبر 2002).</p> <p>قانون رقم 77.00 بشأن قانون الصحافة والنشر</p> <p>الباب الأول</p> <p>في الصحافة والطباعة والنشر وترويج الكتب</p> <p>الفصل الأول</p> <p>إن حرية إصدار الصحف والطباعة والنشر وترويج الكتب مضمونة طبقا لهذا القانون. للمواطن الحق في الإعلام. لمختلف وسائل الإعلام الحق في الوصول إلى مصادر الخبر، والحصول على المعلومات من مختلف مصادرها ما لم تكن هذه المعلومات سرية بمقتضى القانون.</p>

These liberties shall be exercised in accordance with the constitutional principles, legal provisions and ethical principles of the profession. The media shall communicate information truthfully and faithfully.

Article 2

All printed material made public shall contain the name of the printing press and its address, except if it involves so-called 'civil publications', such as visiting cards, invitations, etc. Any printed material that does not contain the information provided for in the preceding paragraph shall not be allowed to be distributed. Any breach of the provisions contained in the present article shall be punishable by a fine of between 2,000 and 15.000 Moroccanⁱⁱ Dirhams.

CHAPTER II: PERIODICAL PRESS

Part 1: Right to Publication, Management, Ownership and Registrationⁱⁱⁱ

Article 3

All newspapers or periodical publications shall be published without let or hindrance, subject to compliance with the formalities set forth in Article 5 of the present Dahir.

Article 4

All newspapers or periodical publications shall have a publishing director, who shall be of age, be resident in Morocco, be in possession of all civil rights, without having been deprived of such rights as a result of a court decision. If the provisions of Article 39 of the Constitution apply to the director of the publication, the publishing company shall appoint a deputy director

تمارس هذه الحريات في إطار مبادئ الدستور وأحكام القانون وأخلاقيات المهنة، وعلى وسائل الإعلام أن تنقل الأخبار بصدق وأمانة.

الفصل الثاني

يشار في كل مطبوع معروض للعموم إلى اسم المطبعة وعنوانها باستثناء المطبوعات المعروفة بمطبوعات المدن كبطائق الزيارة والدعوات وما يشابهها. ويمنع توزيع المطبوعات التي لا تحمل البيانات المنصوص عليها في الفقرة السابقة. وكل مخالفة لهذا الفصل يعاقب عنها بغرامة تتراوح بين 2.000 و 15.000 درهم.

الباب الثاني

في الصحافة الدورية

القسم الأول

في حق النشر والإدارة والملكية والتصريح

الفصل الثالث

يمكن نشر كل جريدة أو مطبوع دوري بحرية بعد القيام بالإجراءات المقررة في الفصل الخامس من ظهيرنا الشريف هذا.

الفصل الرابع

يكون لكل جريدة أو مطبوع دوري مدير للنشر. ويشترط في مدير النشر أن يكون راشدا وقاطنا بالمغرب ومتمتعاً بحقوقه المدنية غير محكوم عليه بأية عقوبة تجرده من حقوقه الوطنية. إذا كان مدير النشر ممن تطبق لفائدتهم مقتضيات الفصل 39 من الدستور، تعين مقالة النشر مديرا مساعدا

who is not subject to the provisions of the aforesaid Article 39 and who complies with the conditions set forth in the preceding paragraph. The provisions of the preceding paragraph shall apply if the director of the publication is a member of the government. The appointment of a deputy director shall take place within one month following the date on which the director of the publication is subject to the provisions of Article 39, or becomes a member of the government. All duties and responsibilities imposed upon the director of the publication under the present Act shall also apply to the co-director. If the appointment of the deputy director does not take place within the prescribed period, the authority charged with communicating with the director of the newspaper or periodical publication shall, by means of a letter sent through the mail by recorded delivery,^{iv} put the director in default and call upon him/her to comply with the above provisions within one month following the notice of default. Failure to appoint a deputy director within the period provided in the preceding paragraph shall result in the suspension of the newspaper or periodical publication. This suspension shall be issued by a decree, following a recommendation by the competent authority. In addition to the provision contained in the third paragraph, the employment agreement for the deputy director of the publication shall state that the latter will assume all of the legal duties imposed upon the director of the newspaper or periodical publication, in the way set forth by the present Act. A true and certified copy of the original contract shall be submitted to the competent authority in accordance with the relevant provisions.

لنشر لا تسري عليه مقتضيات الفصل 39 السالف الذكر ويستوفي الشروط المنصوص عليها في الفقرة السابقة. وتطبق مقتضيات الفقرة السابقة إذا كان مديرا النشر عضوا في الحكومة. يجب أن يتم تعيين المذکور داخل أجل شهر يبتدئ من التاريخ الذي أصبح فيه مديرا النشر يستفيد من مقتضيات الفصل 39 المذکور أو عضوا في الحكومة. تسري على مدير النشر المساعد جميع الالتزامات والمسؤوليات الواجبة على مدير النشر بموجب هذا القانون إذا لم يتم تعيين مدير النشر المساعد داخل أجل المقرر توجه السلطة المكلفة بالاتصال إلى مدير الجريدة أو المطبوع الدوري إنذارا برسالة مضمونة مع إشعار بالتوصل قصد التقيد بالأحكام السابقة داخل أجل شهر واحد يبتدئ من تاريخ تبليغ الإنذار. ينتج عن عدم تعيين مدير النشر المساعد داخل أجل المنصوص عليه في الفقرة السابقة إيقاف الجريدة أو المطبوع الدوري، ويصدر الإيقاف المذکور بمرسوم يتخذ باقتراح من السلطة الحكومية المكلفة بالاتصال. علاوة على الحالة المنصوص عليها في الفقرة الثالثة أعلاه يجوز التنصيص في عقد العمل المتعلق بمدير النشر المساعد على أن هذا الأخير يتحمل جميع الالتزامات القانونية الملقة على عاتق مدير النشر أو المطبوع الدوري كما هو منصوص عليها في هذا القانون. تبليغ نسخة مشهود بمطابقتها لأصل العقد المذکور إلى الإدارة وفق الأشكال المحددة بنص تنظيمي.

Figure 1: Translation of the Press Act from Arabic into English

Appendix c

Employment Contract

This Agreement made and entered into this ... day of ... A.H., corresponding to .../.../20... CE, by and between, having its Head Office in the city of Alexandria, represented by, of the one part, hereinafter referred to as 'employer';¹

AND

Mr. born at on ..., residing at, holder of Identity Card No., .. issued at on ..., of ... nationality, of the other, hereinafter referred to as 'employee'.

PREAMBLE

This Contract has been concluded between the two parties for the purpose of performing the work specified below to the standard required by employer, as shown in the attached job description.

Accordingly, employee agrees to enter into this contract on the understanding that he is fully capable of discharging his duties to the standards required by employer and, therefore, undertakes to

عقد عمل

انه في يوم من شهر سنة 14.. هـ الموافق 20../.../...
قد تم الاتفاق بين كل من:
أ- شركة و مركزها القانوني
في الاسكندرية و يمثلها في هذا العقد رئيس
الشركة.

(الطرف الأول)

ب- السيد / المولود في
..... بتاريخ / / 19 و
المقيم حالياً في و الثابت
الشخصية بموجب البطاقة الشخصية / العائلية
رقم الصادرة
في / / 19 و المتمتع بالجنسية
.....

(الطرف الثاني)

تحرر هذا العقد بين الطرفين لأداء العمل
الموضح بيانه بعد في هذا العقد بالكيفية
و المستوي المقررين والموضحين بوصف
الوظيفة المرفق بهذا العقد.

و بناء علي ذلك يوافق الطرف الثاني على أنه
على علم تام بهذا و على قدرته الكافية انجاز
جميع الواجبات العمل بالكيفية و المستوي اللذين
يتطلبهما الطرف الأول، و من ثم فإنه يتعهد
بالوفاء بالالتزامات المذكورة في هذا العقد.

fulfil the obligations contained herein.
Both parties hereto covenant and agree
as follows:

ARTICLE 1

Employer agrees to employ employee
as from in the capacity of ... ,
provided that employer shall have the
right to assign to employee any other
services and duties within the nature of
employee's qualifications.

1- يوافق الطرف الأول علي استخدام الطرف
الثاني اعتباراً من لشغل
وظيفة علي أن يكون للطرف
الأول الحق في ان يعهد إلي الطرف الثاني
بأي عمل آخر يتفق مع طبيعة مؤهلاته.

ARTICLE 2

The monthly salary agreed upon is ...
Egyptian Pounds,ⁱⁱ payable monthly
by the company at the end of each
calendar month. Employer shall deduct
from such salary, which shall be
deemed to include any supplementary
allowances, all sums deductible by
law from Employee's salary, including
taxes, fees, contributions or any other
levies imposed by law on employee.

2- المرتب الشهري المتفق عليه هو
..... جنيه مصري (فقط)
..... جنيه مصري) تدفعه الشركة
شهرياً في نهاية كل شهر ميلادي. التالي و
سيستقطع الطرف الأول من المرتب السابق
ذكره بما فيه من علاوات إضافية أيا كانت
كافة المبالغ التي يقضي القانون بخصمها من
مرتب الطرف الثاني نظير الضرائب و الرسوم
و الاشتراكات التي يفرضها القانون علي
الطرف الثاني.

ARTICLE 3

Employee shall be deemed to have
been appointed subject to a three-
month probationary period, during
which, or upon expiration thereof,
employer shall be entitled to terminate
or annul the present agreement
without any prior notice or payment
of any compensation or remuneration.
Upon expiration of the probationary
period and unless employer has availed
himself of his right to cancel this
contract, employee shall be deemed to
be employed for an indefinite period
effective from the date of employment.

3- يعتبر الطرف الثاني معيناً تحت الاختبار
لمدة ثلاثة شهور و في خلال هذه الفترة أو
عند انتهائها يكون الطرف الأول الحق في
إنهاء أو فسخ هذا العقد فوراً دون حاجة إلي
إخطار سابق و دون دفع أي مبلغ بصفة
تعويض أو مكافأة و عند انتهاء مدة الاختبار
و مالم يكن الطرف الأول قد استعمل حقه في
فسخ هذا العقد يعتبر الطرف الثاني معيناً في
خدمة الطرف الأول لمدة غير محددة اعتباراً
من تاريخ التعيين.

ARTICLE 4

Employee shall devote the whole of
his time and attention to employer's
business during working hours, in
accordance with the provisions set
forth in Labour Act No. 91.

4- يتعهد الطرف الثاني بأن يكرس كل وقته
و جهده لأعمال الطرف الأول أثناء ساعات
العمل المقررة في القانون رقم 91.

ARTICLE 5

Employee shall not without written permission from the company engage in any work for the account of a third party, with or without remuneration, even outside official working hours, or participate, directly or indirectly, in any activity in direct conflict with employer's interest, or in any corporation involved in transactions with employer.

5- يحظر على الطرف الثاني بدون إذن كتابي من الشركة أن يؤدي عملاً بغير أجر أو بدون أجر و لو في غير أوقات العمل الرسمية، أو أن يشترك بصفة مباشرة أو غير مباشرة في أي عمل لدي أية جهة تتعارض مصالحها مع مصالح الشركة أو يكون لها معاملات مع الشركة.

ARTICLE 6

Employee undertakes to comply with all orders and instructions issued to employee by employer's Management and shall accurately implement the Company's regulations and always maintain good conduct, behaviour and reputation.

6- يلتزم الطرف الثاني بأن يراعي كافة الأوامر و التعليمات التي تصدر إليه من إدارة الشركة، كما يلتزم بأن ينفذ بدقة أحكام لوائح الشركة و تعليماتها و أن يحافظ على حسن السير و السلوك و السمعة الطيبة.

ARTICLE 7

Executed in duplicate, each of which when executed and delivered shall constitute an original of this Agreement.

7- تحرر هذا العقد من نسختين تشكل كل منها عند تحريرها وإرسالها نسخة أصلية لهذا العقد.

Figure 1: Translation of an Employment Contract from Arabic into English

Know Your Salt

When you are trying to lower the sodium in your diet, even a small amount of salt has a lot of sodium in it.

Amount of sodium in salt:

- ¼ teaspoon salt has 600 milligrams of sodium
- ½ teaspoon salt has 1,200 milligrams of sodium
- ¾ teaspoon salt has 1,800 milligrams of sodium
- 1 teaspoon salt has 2,300 milligrams of sodium
- 1 teaspoon baking soda has 1,000 milligrams of sodium

How can I limit sodium?

General tips:

- Slowly cut back on the amount of salt that you add when cooking or eating foods until you **do not use any salt**.
- **Avoid seasoned salts.** These include onion salt, celery salt, lite salt, low-sodium salt and sea salt. Accent, meat tenderizers and lemon pepper should also be avoided.
- Be careful if you choose a salt substitute. Many substitutes have large amounts of potassium in them which can cause medical problems for some people. Lite salts contain sodium in smaller amounts, but they are still too high for people who need to restrict sodium. Ask your doctor or dietitian if a salt substitute is okay for you.

تعرّف على نسبة الأملاح

عندما تحاول تقليل نسبة الصوديوم في نظامك الغذائي، ضعي في حسابك دائماً أن الكميات القليلة من الملح تحتوي على نسبة كبيرة من الصوديوم.
نسبة الصوديوم في الملح:

- ¼ ملعقة صغيرة من الملح تحتوي على 600 ملليغرام صوديوم
- ½ ملعقة صغيرة من الملح تحتوي على 1,200 ملليغرام صوديوم
- ¾ ملعقة صغيرة من الملح تحتوي على 1,800 ملليغرام صوديوم
- ملعقة صغيرة من الملح تحتوي على 2,300 ملليغرام صوديوم
- ملعقة صغيرة من بيكربونات الصوديوم تحتوي على 1,000 ملليغرام صوديوم

كيف يمكنني التقليل من نسبة الصوديوم؟

نصائح عامة

- يرجى تقليل كمية الملح المضافة عند الطهي أو عند تناول الأطعمة بالتدريج حتى تصل لمرحلة عدم إضافة أي ملح.
- تجنب الأملاح المتبلّة، ويتضمن ذلك؛ ملح البصل وملح الكرفس والملح المخفف والملح الذي يحتوي على نسبة قليلة من الصوديوم وملح البحر، كما يجب كذلك تجنب استخدام أحادي جلوتومات الصوديوم وتوابل اللحم وفلفل الليمون.
- توخي الحذر عند اختيار بديل للملح. حيث تحتوي العديد من هذه البدائل على نسبة مرتفعة من البوتاسيوم قد تسبب مشاكل صحية لدى البعض. تحتوي الأملاح الخفيفة على نسبة صوديوم ولكن بكميات أقل، ولكنها لا تناسب من يرغبون في خفض نسبة الصوديوم. يُنصح باستشارة الطبيب أو أخصائي التغذية لمعرفة ما إذا استخدام بديل للملح يناسبك أم لا.