

A Pragma-Linguistic Study of Deontic Modals in the Language of International Contracts

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Deontic modality expresses what is necessary or possible according to the norms of morality and laws of community. It is a cover term for those cases where modal auxiliaries used to express notions like "obligation", "prohibition" and, "permission". Deontic modals are basically performatives, having the "so-be-it" component of directives in that the speaker directs the behavior of the addressee to get things done. The present study identifies the use of deontic models in international contracts to prove that there are major pragmatic strategies employed in writing them. To achieve the aim of the study, a modified model of Danet's (1980) and Trosborg's (1995) in accordance to Searle (1969) is used to analyze 16 texts selected from three international contracts, namely supply of goods, employment, and technical service contracts. The analysis of data reveals that deontic modal verbs (shall, must, will, may, should,) are the most frequent verbs contractors use to impose obligation, permission, and prohibition. Contractors are more prone to use declarative constructions, non-human subjects and passivization than other syntactic constructions. It also shows that legal contracts are a kind of genre which is drafted for specific purpose; they have a distinctive layout and style from other written legal texts.

Key words: *Deontic modality, pragmatic strategies, deontic modals, directives, international contracts.*

Introduction

Language and law are necessary prerequisites for any society; they interact in various ways. In fact, the use of language is crucial of any legal system where law makers typically use language to make the laws, and courts typically use language to state their ground. Legal texts are extremely important to regulate human behavior and relations by setting out obligations, permissions and prohibitions in society. Documents like statutes, contracts, wills, and deeds literally govern much of modern life.

The field of legal language is unique in terms of its distinctive lexical features such as technical terms, archaic expressions, etc., and it is renowned for its syntactic complexity (Danet, 1985: 287).

Deontic models are among many important means that most frequently occur in legal texts. As they express various notions like "obligation", "prohibition", "permission"etc. Many grammarians state that deontic modals have the nature of directives in that the speaker directs the behavior of the addressee.

To construct contracts, deontic models are utilized as a means of ordering human relations, i.e., contractors use them to express regulative functions. In this respect, contractual communication is unique as the intentions of the parties of the contract are expressed onto print with the help of an intermediary learned in law.

The Aims of the Study

The present study aims to identify the use of deontic models in international contracts to prove that there are major pragmatic strategies used in writing them.

Literature Review: Deontic Modality

Modality is seen as a cover term for two major semantic categories "epistemic" and "deontic". Epistemic modality is related to the truth or falsity of propositions, i.e., to the logical status of events or states that is related to assessments of likelihood (*possibility, necessity, or prediction*). By comparison, deontic modality refers to actions and events that human control and it is related to the notions of (*permission, obligation, or volition*) (Biber et al., 1999).

Deontic modality expresses what is necessary or possible according to the norms of morality and laws of community. Deontic modality is different from epistemic modality. As the former has to do with whether propositions are necessarily or possibly true given various metaphysical and logical laws. By comparison, deontic modality is described as having the

"so-be-it" component of directives. It achieves desiderative and instrumental functions of language, i.e. the use of language to express or indicate the speakers' desires or wishes to get things done by imposing them upon others. It describes the state of affairs that will be obtained if the act in question is performed.

Many grammarians state that "deontic modality" is a cover term for those cases where modal auxiliaries used to express notions like "obligation", "prohibition" and, "permission". Deontic modals are basically performatives, having the nature of directives in that the speaker directs the behavior of the addressee as in:

You should/ought to do as I say. (Quirk et al., 1985: 227)

Moreover, there is a general consensus that "deontic modals" have no past tense forms and this comes from their performative nature that cannot be in the past as the performance of actions will be either now (the moment of speech) or later (in the following future). Quirk et al (1985: 235) maintain that the perfect aspect is freely used with extrinsic modal rather than intrinsic modal meanings. Similarly, Chalker (1989: 235) confirms this as follows:

The "present quality" of the perfect infinitive is clearly seen with (can have, may have and must have), which are hardly usable on the freedom-to-act scale since it is meaningless to give permission now or lay obligation now for actions to happen in the past.

Likewise, Jacobs (1995: 231) points out that the actions deontic modality" referred to cannot be at a time previous to that of the utterance except in fantasy where one could order or recommend someone to do something in the past. The actions usually occur at a time later than that of the utterance.

Deontic Modals in Legal Text

Modal verbs have a particularly prominent role in authentic legal texts due to the fact that they do not only perform a modalization and modulation functions but they greatly contribute to recognize the speech acts of legal texts, pragmatic force and legal validity (Garzone, 2013).

As far as legal texts are concerned, modality has a crucial role as it deals with rights and duties which are produced by two ways commanding or empowering. The dichotomy, commanding and empowering, sets up two important legal illocutionary acts: mandatory and discretionary illocutionary acts. Mandatory illocutionary acts have the force of command which imposes an obligation to act or not to act. The modal verbs "must" and "shall" perform mandatory acts. By comparison, discretionary illocutionary acts give a power which may or

may not be exercised. Directory and permissive are subcategories of discretionary. The modal "may" is used to perform discretionary acts (Maley, 1987).

Rights and duties are recognized through directive, constitutive and commissive acts in legal contracts where these acts are carried out via using modulation. One could say in outlining the terms of a contract, one party of the contract (principal, seller) forces the other party (agent, buyer) by means of statements of obligations and prohibitions to perform certain acts and vice versa (Trosborg, 1994: 312).

It should be noted here that written legal texts contain a lot of modal verbs especially those that express deontic meanings such as shall, must, may, should, etc. These verbs have many functions like obligation, permission, prohibition, authorization etc. We will touch upon some of them quickly (Ahmed & Hasan, 2020).

Obligation

Obligation is defined as a specific type of necessity whereby a speaker imposes upon the hearer to carry out an act and it is necessary for him/her to do it (Palmer, 1990). The speaker is the source of obligation and s/he makes it necessary. Beside the necessity, the speaker's authority is considered the back bone that constitutes the notion of obligation (Leech, 1971, p.72). Obligation can be expressed by using different expressions such as modal auxiliaries, semi-modals, nominal expressions, adjectival expressions, and lexical verbs. Modal auxiliaries are excessively used in legal texts in general and legal contracts in particular. For example, contractors use the modal "shall" in legal texts to express obligation which reflects the illocutionary force of directive. In contracting process, the addressee has to do an action in accordance to the directions of addresser, so the latter undertakes the obligation by signing the contract.

Focusing on the obligatory effect of 'shall', Crystal and Davy (1969: 206) say that "shall is used invariably to express what is to be the obligatory consequences of a legal decision, and not simply as a marker of future tense, which is its main function in other varieties".

Similarly, Maley (1987: 33) points out that the deontic modal "shall" performs and makes an obligation in the most formal approach and it thus represents an archaic touch with its "overtones of authority and power". "Shall" is used to create a rule with the force of command as in following example, where it is close to the meaning of must.

It is worth noting here that contractors use the formula (shall+ be+ past participle) in some contracts to emphasize the obligation as in:

1. The seller's specialists shall be called upon to work overtime only in exceptional cases

Prohibition

Prohibitions are legal speech acts whose performance is punishable and people are explicitly forbidden to perform. Sarcevic (1997: 146) defines prohibitions as negative commands that take the formula: X is obliged to refrain from performing act; if X performs act A, s/he/it is prone to punishment.

Generally speaking, prohibitions are the opposite of commands and expressed in English with negation by using negative modals such as "shall not". In legal texts especially contracts, "shall not" is used almost exclusively in the regulation of behavior by issuing prohibitions as illustrated below:

2. Contractor shall not be in breach nor have any liability what so ever towards any obligation under this contract including any guarantees, liquidated damages or any remedies to Employer prior to the commencement of the contract period.

Note that there are other forms and patterns of negative elements used to express prohibition as indicated below:

3. a person dealing as consumer cannot by reference to any contract term be made to indemnify another person (whether a party to the contract or not) in respect of liability that may be incurred by the other for negligence or breach of contract, except in so far as the contract term satisfies the requirement of reasonableness (Trosborg, 1995, p. 43).

Permission

There is a general consensus that statements of permission show some authority. One could say that rights, privileges, and authorization which dominate the outline of legal texts take permission as basic aid.

Lawyers usually interpret the permission in legal context with respects to the principle that says "act that is not expressly prohibited is permitted" (Sarcevic, 1997: 142). Yet, there are other modal expressions which denote the explicit permission in legal text. The modal "may" expresses permission in legal texts especially in contracts.

It should be noted here that both seller and buyer either can grant permission to the other party to specify rights or negate liabilities (Trosborg, 1994, p.312). Consider the following examples:

4. *A party may change its address for notice hereunder by giving the other party notice in writing of such change to the address.....*

Constitutive Rules

Statements which do not have performative verbs or modals functioning as implicit performatives may still serve the purpose of regulating behavior. The sentences used to state and define expressions and terms in legal contract or to provide information that concern the application of the statute, or part of it, are part of the constitutive rules. Lexical main verbs which are not performative verbs such as *mean, apply, include, exclude, etc.* Consider the following example:

5. *Advertising Materials means any advertising, marketing, merchandising, promotional, public relations (including press release) and display materials relating to or concerning licensed PSP products.....*

Note that contractors use "shall" to indicate a constitutive rule with a legal effect as in the following example:

6. *The contract price shall be deemed to a lump sum price and should be firm and not subject to any fluctuation whatsoever. The contract price shall be deemed to be in full and complete compensation for the carrying out by the supplier of all his obligations under the contract....*

Authorization

Authorization is a special kind of legal speech act which expresses the illocutionary force of duty (Sarcevic, 1997:145). Technically, in authorizations, a person is conferred a power or authority who does not have before to perform an act which otherwise that person cannot perform that act. Unlike the lawyers, linguists often fail to recognize authorizations as a special kind of legal speech act.

Driedger (1983) explains that the modal "may" does not express a duty, so if there is a duty to perform the authorized act, it usually arises " out of the purpose and text of the statute and the facts of the particular case"(cited in Sarcevic, 1997: 145). Consider the following example:

7. *Subject to the provisions of this section, all income in respect of which a person is chargeable under case of schedule D or under case v of schedule D may respectively be assess and charged in one sum.*

The Nature and Structure of Contracts

A concise law Dictionary introduces a precise definition of contract as "an agreement at law". Contracts, by their nature, are put under a large law that creates, defines and regulates duties

and obligations (Dunham and Young, 1958: 8). They are merely agreement between two or more parties to fulfill a certain purpose in a certain situation.

Tiersma (2010: 83) believes that the word contract can refer either to a certain mental state, i.e., assents between two or more parties, or to a physical agreement that includes the terms of the agreement. Whenever you agree, for example, to buy something from market or order a meal in a restaurant, you have entered into a contract. Using oral agreement will be extremely efficient if transactions are routine, fairly conventionalized and quickly performed. Yet, writing down the contracts terms is necessary to create solid evidence of the parties' agreements as well as to state what is part of the contract and what is not (ibid).

Contracts have certain rules that make them different from other forms of agreement. Firstly, there must be an agreement between two parties or more, who are individuals or groups, laypeople or professionals. Secondly, valuable consideration must be given and received by each part in contract. In other words, there must be mutual promise. Naturally, such consideration may be money, goods or services. Thirdly, the parties have to perform their promises. Thus any fruitless or vague actions are neither constructible contracts nor promises. Fourthly, the subject matter of the contract must be legal and not be tainted with illegality. Finally, each party has a freedom to enter into agreement and both parties must exercise equal power. In addition, any contract which is brought on by fraud, unreasonable influence or oppressive means will be illegal (Alcaraz and Hughes, 2002: 127).

Frade (2005: 140) holds that an international contract is a kind of contract in which the agreement settled by the parties is potentially subject to one or two more legal systems. These systems, in turn, can provide for the same subject matter with different rules.

International contract as a genre is "a relatively stable rhetorical structure which is developed from actor's response to recurrent situations and that serves to stabilize experience and give it coherence and meaning" (ibid). The importance of recognizing international contracts as a genre is that it can help account for the way we encounter, interpret, react to, and create particular contracts. It should be noted that contractual environments differ strikingly from place to another. What is considered fair and proper in a country, it may not be so in the other (Rosen, 1993).

Research Methodology

Data Collection

The researcher uses a modified model of Danet's (1980) and Trosborg's (1995) in accordance to Searle (1969) to analyze sixteen texts chosen randomly from four international legal contracts that provide standard formats of contracts currently used. The selected international

legal contracts comprise three types of contracts: technical service contract, employment contract, and supply of goods contracts. The details of the selected international contracts are presented in table (1) below:

Table 1: The chosen international Contracts

NO	Type of contract	The parties	Number of pages	Date
Cont. 1	Technical service contract.	Missan oil company of Iraqi ministry of oil (MOC) and CNOOC International limited company.	91	2010
Cont. 2	Employment contract	Iraqi ministry of Electricity and General Electric International, INC	33	2013
Cont. 3	Supply of goods contract	Iraqi Ministry of Electricity and IVECO S.P.A Company.	21	2013
Cont. 4	Supply of goods contract	Iraqi Ministry of Electricity and the British JcB Company	9	2013

Data Description

As a genre of legal language, many linguists view contracts as a means of ordering human relation. In other words, language is used with a regulative function. Its ultimate goal is to convey information accurately and concisely. Thus draftsmen of the contracts should pay special attention to the precision of wording, avoidance of misunderstanding and ambiguity to ensure that contract says what is meant to say exactly. As a result, legal contracts seem extremely conservative and present some striking oddities in form and wording.

It should be noted that legislative draft is definitely free from emotional content as the drafter has no need to convince anybody of anything. It is thus descriptive and prescriptive. The drafter describes a particular world (large or small), and either prescribes future behavior in that world or describes consequences of anticipated behavior (Child, 1992: 177).

Another characteristic of contract is that the language used is rather difficult to grasp due to the nature of English contracts. They have their own language which is formal and has its own rules and conventions of form, lexis and syntax. In addition, contracts are lengthy and sometimes so lengthy to extent that they occupy up to more than ninety whole pages as shown in table.1.

Data Analysis

It should be noted that more than (25) texts are analyzed but the researcher only cite (16) ones to save space, yet the percentages are done in accordance to data analyzed.

Obligation

Obligation is cited and analyzed in the following illustrated texts:

Text (1) "SECOND PARTY shall pay delay penalty to the FIRST PARTY in a mount calculated as follows the delayed shipment price/contract period x 10% for each day up to a maximum of 10% of the contract price." (Art 2.10, Cont 3)

The second party (seller) has to pay penalty to the first party (buyer) as a punishment in case he delays in delivery of sold products that contracted in agreement. Pragmatically, the illocutionary force of this text corresponds to obligation. Its point is to direct the addressee of the order (the seller) to perform the action (pay the delay penalty to the first party the buyer). The buyer uses the deontic model "shall" to oblige the seller to perform the needed action by himself. Consequently, he gives the order to impose the action on the seller to the competent authority (the court for example). The directiveness level of this obligation is high. Thus the modal "shall" with non-human subject is used to mitigate the face-threaten which is often involved in obligations. A special propositional content rule of this speech act is that the needed action (pay the delay penalty) has not yet been achieved. It must be a future act. A special preparatory rule is that the addressee of the order is empirically and legally able to pay the delay penalty and the buyer believes it. A special sincerity rule is that the buyer actually intends to impose the payment of the delay penalty on the seller. Finally, an essential rule is that the order counts as an attempt of the buyer to make the competent authority impose the action on the seller. Syntactically, this speech act is utilized through the use of declarative, active, positive sentence in the form of the future tense.

Text (2) If either of the parties wish to exercise this options to deliver excess Export oil in any lifting Quarter, it must notify the other party of such election no later than the first day of the Second Month of the preceding Quarter and the Other Party must confirm its agreement no later than Ten (10) days after such notice." (Art 2, Cont 1)

This text commits the parties of the contract to do certain action in the future. In one part, it imposes obligation on the party who wishes to exercise the options to deliver excess export oil in any lifting quarter, to notify the other party to the contract. On the other hand, the other party must confirm its agreement after getting the notice from the other party. The modal verb "must" is used in this text to indicate that this kind of obligation is unavoidable or

inescapable. It is so necessary that the addressee of the order does not have a choice. Thus, the depersonalization (use non-human subject) is used as a means of mitigating the impact of the directive speech act on the addressee. Pragmatically, the illocutionary force of this text corresponds to a directive. Its point is to direct the addressees of the order (parties of the contract) to do a future action (one party will notify the other party and in turn the other party will confirm its agreement). A special propositional rule is that the action has not been fulfilled yet. It must be a future action. The preparatory rule shows that both parties are empirically and legally able to execute the ordered action. The sincerity rule reflects that each party will perform the needed action sincerely. A special essential rule shows that each party reflexively intends utterance to be recognized as requirement on the other party to do the action.

Text (3)"SECOND PARTY shall arrange delivery of the products in accordance with Appendix 2 and the provisions of this contract, provided that the financial coverage of the products shall be arranged by the FIRST PARTY...." (Art2.4, Cont 3)

Obligation is imposed on the second party as a seller to make the necessary arrangement to convey the sold products to the first party (buyer) according to the provisions of the contract. Pragmatically, the illocutionary force of this article is compatible with a directive. Its point is to direct the seller to arrange delivery of the products in accordance with the agreement. The model "shall" is used to create a rule with the force of order. The contractor uses face-redress technique to mitigate the impact of the directive order on the addressee through depersonalization. A special propositional content rule is that the ordered action (arranging the delivery of the sold products) has not yet been performed; it is a future action. The preparatory rule seems to be satisfied since the addressee of the order has practical and legal ability to arrange the delivery of the sold products in terms of the contract in the future. However it is not obvious neither to the buyer nor to seller that the latter will do what he has ordered. The sincerity rule lies in the buyer's desire that the seller will take his order sincerely into his consideration. Finally, an essential rule is that the order counts as an attempt of the buyer to get the seller to deliver the products as indicated in the contract.

Text (4) The Contractor shall carry out the Services in accordance with the provisions of this Contract (Art. 1, Cont 2)

In this text, the contractor is obliged to do certain services according to the contract. Pragmatically, the illocutionary force of this text corresponds to a directive. Its point is to direct the contractor to execute some services. The use of "shall" with non-human subject helps to relieve the high degree of imposition. A special propositional content rule presents the employer's expectation of a future action which is done by the contractor in that he gives the employer the needed services according to provisions of the agreement. A special

preparatory rule is that the addressee of the order (contractor) is empirically and legally able to carry out what is assented in the contract, yet it is not clear that he will do it. The sincerity rule reflects the employer's wish that contractor performs his action. The essential rule is that the order counts as an attempt of the employer to make the competent authority impose the action on the contractor. Syntactically, this speech act is used through declarative, active, positive sentence.

Text (5)The Second Party shall be held responsible for all the damages that might be caused to the vehicles, and shall be liable to pay any consequential expenses until all the vehicles are delivered at the warehouses of the first party within the period specified in the contract. (Art. 6, Cont 4)

This article refers to the seller's liability for whatever damages that might be caused to the sold vehicles as well as his liability to pay any consequential expenses until all vehicles are delivered to the warehouses of the buyer and within the period specified in the contract. Pragmatically, the illocutionary force of this text is compatible to a directive. Its point is to direct the seller to hold the legal responsibility for any damages caused to the sold vehicles. The buyer does not have the competence to oblige the seller to perform the needed action by himself. Thus the imposing of the obligation on the seller will be by the competent authority (the court). The face-redress technique is employed to mitigate the impact of the directive order through depersonalization and passivation. The propositional content rule of this speech act is that the ordered action has not been fulfilled yet. It must be a future act. A special preparatory rule emphasizes that the seller is practically and legally able to be responsible and be liable to pay any consequential expenses, and the buyer believes that too. A special sincerity rule reflects the buyer's desire to impose the obligation on the seller. Finally, the essential rule is that the order counts as an attempt of the buyer to make the competent authority forces the second party to perform the action. Syntactically, this obligation is expressed through declarative, positive, active sentence in form of future tense.

Prohibition

The following texts are some illustrative examples of this strategy

Text (6)The Contractor shall not accept for their own benefit any trade commission, or similar payment in connection with activities pursuant to this contract or to the services or in the discharge of the their obligations under the contract, and the contractor shall use their best effort to ensure that the personnel, any subcontractors, and agents of either of them similarly shall not receive any such additional payment." (Art. 18, Cont. 2)

This text shows that the second party (contractor) is not allowed to gain any additional payment through practicing any trade commission or serving another party throughout executing this contract. In other words, the employee must work for the employer exclusively during the period of the contract. The contractor should not accept for his own benefit any trade commission or similar payment during the period of the contract. Pragmatically, the illocutionary force of this article corresponds to a prohibition. Its purpose is to prohibit the addressee of the order to perform the action (not to accept any trade commission during the period of the contract). The directiveness level of this prohibition is high. Depersonalization is thus employed to mitigate the impact of face-threaten which is involved in direct prohibition. A special propositional content rule is that the prevented action has not yet been performed; it is a future act. The preparatory rule seems to be satisfied since the contractor is empirically and legally able to execute the negative order (not to get additional benefit by contracting with another party during the period of the contract). The sincerity rule lies on the addresser's wish that the contractor will take his prohibition sincerely into his consideration. The essential rule in this text counts as an attempt of the employer to ban the contractor to perform undesirable action. Syntactically, the employer's prevention is expressed through declarative, negative, active sentence in future tense.

Text (7) The Performance bond will be varied and reduced in accordance with instruction No 1 of 2006 such that the FIRST PARTY cannot withdraw against it in respect of each product after delivery and inspection in accordance with the article 2.7 and 2.8 of this contract..... (Art 4.3, Cont 3).

In this article the first party of the contract (the buyer) cannot withdraw against the performance bond after the delivery of the contracted products. Pragmatically, the illocutionary force of this utterance is compatible to a directive of prohibition. The purpose of text is to prohibit the buyer to perform undesirable action in the future (not to withdraw against the performance bond). The degree of imposition of this banning is high. Thus, face redress technique is used through using the modal verb "cannot" with nonhuman subject to relief the effect of the prohibition on the buyer. The propositional content rule presents the seller's expectation of a future action done by the buyer. The sincerity rule is the seller's desire to prevent the buyer to do the prohibited act. The preparatory rule is that the buyer has legal and empirical ability to carry out the negative command. Finally, the essential rule counts as an attempt to prevent the buyer to do any forbidden act. The contractor uses the negative form of can to express prohibition act.

Text (8) No company may assign its right or obligations under this contract, in whole or in part, without the prior written consent of MOC. The direct or indirect transfer of shares or other ownership interest in any company (except for transfer or shares in a listed parent

company) shall constitute an assignment of right and obligations...
(Art. 28, Cont 1)

This article prevents each company contracted with MOC as a contractor to assign its rights or obligations wholly or partially without the prior written agreement of employer, namely, MOC. This prevention includes the direct or indirect transfer of shares or any possession. The illocutionary force of this text is prohibition. The purpose of this article is to prohibit the addressee to do undesirable action (not to assign its obligations and rights without the prior agreement of employer). The face-threaten which is involved in this prevention is mitigated via using depersonalization and the modal verb "may". A special propositional content rule of this prohibition is that the prevented action has not been performed yet. It should be a future act. The addressee's legal and practical ability to achieve the needed action represents the preparatory rule prohibition. The sincerity rule is that MOC sincerely intends to prohibit the contracted companies to assign their rights and obligations in accordance with the contract. The essential rule is that the negative command counts as an attempt of the employer to direct the addressee's behavior. The use of the third person (No company may assign its rights...) helps to reinforce the idea of impartiality and authoritativeness where the provision applies to every company expressing a prohibition through declarative, negative, and active sentence.

Text (9)The Second Party shall incur delay fines if there is a delay in carrying out the work within the period specified in contract according to the following equation However, the delay period must not exceed quarter of the contract's period including the granted extensions. (Art. 15 a, Cont 4)

]In this article, the first party imposes some delay fines on the second party to ensure that the latter will carry out the required work within some period specified in the contract. In addition, the delay period must not exceeds quarter of the contract's period if there is a delay in carrying out the required work The illocutionary force of this text is prohibition. Its purpose is to prohibit the second party not to delay doing the contracted work and within a period of time specified in the contract. The modal verb "must" is used in negative form to indicate that the prohibited action is so necessary that the seller has no choice. The impact of the high directiveness level of the prohibition is mitigated through depersonalization. The propositional content rule states the fact that the prevented action has not been performed yet. It must be a future act. The preparatory rule makes clear that the second party is practically and legally able to carry out the negative order. A special sincerity rule is that the first party wants to forbid the second party to perform the forbidden action. The essential rule counts as an attempt to get the second party to fulfill the contracted work within the specified period of contract. The prohibition strategy is used through declarative, negative, active sentence.

Permission

The following texts are some illustrative examples of Permission in the chosen data.

Text (10) "Rights" Contractor and operator may participate in the building and financing of the same in proportion to the production from the contract Area in relation with other users and such participation shall be considered Supplementary Costs. (Art 8.2, Cont 1)

In this text, the contractor and operator have the right to contribute in the building and financing of the same proportion to the production from the contract area in relation with other users. The illocutionary force of this text corresponds to permission. The focal point is to allow the addressees of permission (contractor and operator) to choose a permissible course of action. A special propositional content rule is that the employer permits the contractor and the operator to do a certain act (participation in building and financing of the production in the contract area). The preparatory rule shows that the employer is sanctioned to permit the contractor and the operator to perform the permissible action according to the contract. The sincerity condition is that the employer seriously believes that the contractor and operator may carry out the action depending on his legal authority. Finally, the essential rule shows that the employer reflexively intends permission to be recognized as an entitlement for the contractor and operator to perform the permissible participation. The syntactic realization reveals that the employer uses the modal verb "may" to express the permissive speech act through declarative, positive, active sentence.

Text (11) Rights Failure of the FIRST PARTY to open the L/C within 90 days of the date of this contract according to the terms and conditions of this article 7 shall amount to a material breach of this contract, giving SECOND PARTY the right to immediately terminate this with no right to compensation or indemnity of any kind in favour of the first PARTY." (Art 7.7, Cont 3)

In this text, the second party (the seller) has the right to cease the contract without any compensation if the buyer fails to open L/C within agreed period of the contract. The illocutionary force of this text is compatible to permission. The point is to permit the performance of specific action in the future. This utterance seems felicitous since all felicity rules are satisfied. The propositional rule is that the buyer gives the seller the permission to perform a future action (the termination of the contract without any legal consequences). The preparatory rule makes clear that the buyer is authorized to allow the seller to perform the action of termination. The sincerity rule shows that the buyer actually believes that the seller may terminate the agreement depending on the legal authority of the buyer. Whereas the essential rule implies that the permissive act counts as an attempt to recognize the utterance as an entitlement for the seller to carry out the action. The syntactic realization of permission

is achieved by using performative statement "giving SECOND PARTY the right to..." in declarative, positive, active sentence.

Text (12) "Authorization" The execution and delivery by the contractor of this Contract Agreement has been duly authorized by all requisite corporate action of the Government of Iraq. (Art4.2,Cont2)

According to this text, the contractor has the needed authorization to execute and achieve his obligations as indicated in the contract agreement. Pragmatically, the performative verb "authorize" is utilized to express permission. This performative verb satisfies the felicity rules of the category of permission and gives the illocutionary force of permitting. The illocutionary point of this speech act is to grant the addressee the permission to perform a certain action. The propositional rule states that the Iraqi Government authorizes the contractor to perform the contracted action. The preparatory rule is that Iraqi Government is legally able to grant the contractor the authorization to execute the provisions of the contract agreement. The sincerity rule is that Iraqi Government actually believes that contractor may perform the actions depending on its legal power. The essential rule shows that Iraqi Government intends the authorization to be recognized as an entitlement for the contractor to carry out the permissive act. Syntactically, the contractor uses the lexical main verb "authorize" in declarative and passive sentence to express permission.

Text (13) Rights The first party may decline to receive the materials if they prove to be defective or some items are missing or damaged either wholly or partly, or they do not conform to the required technical specifications after the issuance of a difference detection certification by the competent committee. (Art. 11, Cont 4)

The provision of the contract allows the first party (the buyer) to refuse receiving any contracted products that are defective or damaged either wholly or partly, or they do not agree with the needed technical specifications. The illocutionary force of this text is a permissible act. Its point is to grant the addressee of this provision (the buyer) the right to decline the defective and damaged materials or if they do not match the required technical specifications. Granting the permission to the buyer presents the propositional content rule of this permissive speech act. The preparatory rule is that the seller has the legal ability to give such permission to the buyer to perform certain action in the future. The sincerity rule shows that the seller really thinks that the buyer can decline to receive the defective contracted goods depending on his authority. Finally, the essential rule shows that the permissible action counts as an attempt of the seller to make the utterance recognized as entitlement for the buyer to perform the action. Permission is realized syntactically by using the modal verb "may" as implicit performative verb in declarative active sentence.

Text (14) "Authorization" Contractor and operator are authorized to open and operate accounts in foreign banks outside the Republics of Iraq". (Art 21.3, cont1).

According to this text of service technical contract, the contractor and operator have the authorization to open and operate accounts in foreign banks outside Iraq. The illocutionary force of this text corresponds to permission. Its point is to grant the contractor and operator the right to choose a permissible course of action (open or not open accounts in foreign banks). A special propositional content rule states that the employer grants permission to contractor and operator to do a certain act in the future. The preparatory rule shows that the employer is sanctioned to permit the contractor and the operator to carry out the permitted act in virtue of the contract. The sincerity rule states that the employer seriously believes that the contractor and operator may perform the permitted act depending on his legal authority. The essential rule shows that the employer reflexively intends this permission to be recognized as an entitlement of the contractor and the operator to carry out the permitted participation. The performative verb "authorize" is used in declarative, passive sentence to express permission.

Constitutives

The following texts illustrate constitutives in the data of the study

Text (15) 'Corrupt Practice' means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in selection processor in contract execution. (Art10, Cont 2)

As a legal text, all the terms and expressions in contract should be explained precisely and accurately to prevent any misunderstanding in the future. In this extract, the expression "corrupt practice" is interpreted legally to be clear for both parties of the contract what it means. The contractor uses the lexical verb "mean" to give accurate legal interpretation for the expression "corrupt practice". Pragmatically, the main verb "mean" is not a performative verb neither explicitly nor implicitly. However, it has some legal effect. The illocutionary force of this utterance corresponds to a constitutive act. Its point or purpose is to direct the parties to precise interpretation of the expression "corrupt practice". The syntactic realization shows that this constitutive speech act is achieved by using the lexical verb "mean" in declarative, positive, active sentence.

Text (16) FIRST PARTY is responsible for obtaining at its own cost, such import licenses and other consents in relation to the products as are required from time to time. (Art 6.1, Cont 3)

According to this text, the first party (the buyer) is responsible to get the import licenses and other required legal consents that are related to contracted products. The construction (is responsible for) is utilized to establish the legal liability of obtaining the required documents concerning the contracted materials. Pragmatically, the constructions with be –copula are not performatives neither explicitly nor implicitly. Nevertheless, they have a legal effect in contracts. The illocutionary force of this utterance is compatible to a constitutive act whose point is to identify the party who incurs the responsibility of the obtaining import licenses and other needed legal consents. Syntactically, the contractor uses the construction (is responsible) to express constitutive act in declarative, positive, and active sentence.

Results and Discussion

The analysis of the contracts under investigation reveals that obligation and prohibition are the predominant strategies used by contractors as they amount to (51.04%) of the total number of observed strategies. The strategies of right and authorization represented by the category of permission are employed frequently, amounting to (31.44%). By comparison, constitutives are less frequent used, amounting to (19.13%).

Obligation

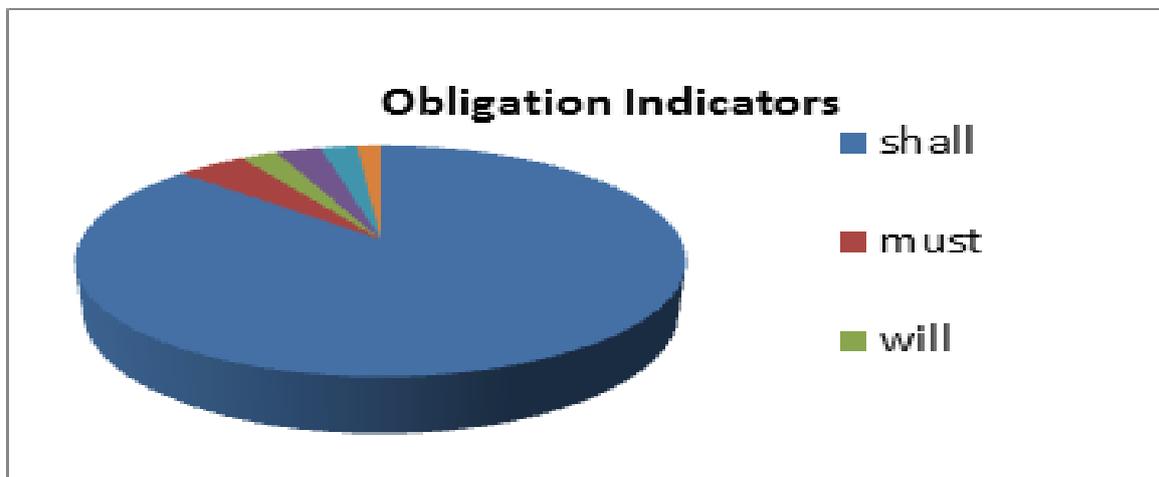
The statements of obligation are expressed chiefly by the modal verbs "shall", "will", "should", and "must" more than performative verbs which are less frequently identified amounting to (1.28%) of the total corpus. The deontic modal "shall" is the most frequent used verb with (88.8%) of the total number of obligation tokens in the corpus. The modal "shall" is utilized in the ICs to convey the illocutionary force of an order.

In addition, the analysis of data reveals that a number of obligations are realized by the modal "must" which indicates the mandatory and compulsory weight of the relevant provisions. Of all obligation tokens in the study, "must" accounts for just (3.86%). Look at the following table and figure

Table 2: The frequency of occurrence of obligation indicators.

Obligation Indicators													
Performative		Shall		Must		Should		Be to		Will		Total	
No	%	No	%	No	%	No	%	No	%	No	%	No	%
8	1.28	55	88.8	24	3.86	15	2.4	10	1.61	12	1.93	62	10
		2					1					1	0

Figure 1. The Frequency of occurrence of obligation indicators



It should be noted that all syntactic realizations of obligation in the analyzed data occur in the third person, i.e. the subject is often first/second party, operator, contractor, employer/employee etc. This means that obligations usually concern the parties of the contract in a general way.

Another point which needs underlining is that passivization is a prominent feature of the legal texts, and/or by utilizing non-human subject. This may be justified in term of face redress to relief the effect of the face-threat which is usually involved in issuing a directive act. The following is an illustrative example:

The bills of lading must be submitted in the name of the Ministry of Electricity to facilitate bringing the vehicles...

Prohibition

Prohibition is another frequent sub-category in the data analyzed, amounting to (9.06%) of the total corpus. The negative version of the modal verb "shall" is used almost exclusively with (82.83%) to express prohibition in the data under investigation as in:

FIRST PARTY shall not repackage the products and/or remove any trademarks.... (Cont. 3, p.12)

Contractors use the negative form of the modal verbs: "can" (7.46%), "will" (3.73%), "should" (2.98%), and "must" (1.49) to express prohibition as illustrated in the following examples:

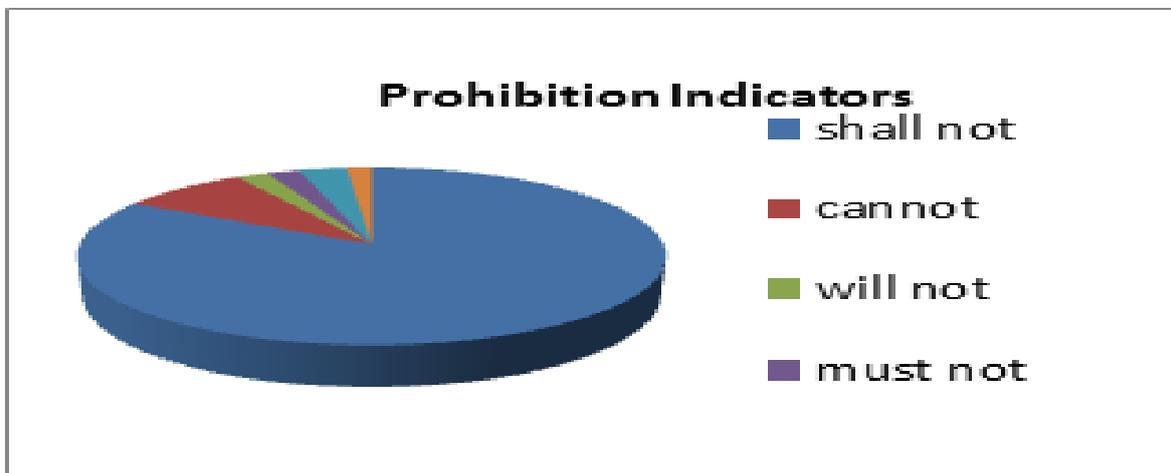
The delay period must not exceed quarter of the contract's period including the granted expansions. (cont.4, p.6)

This Guarantee is issued for the benefit of MOC and cannot be assigned or transferred by it to any other party.... (cont.1, p.72)

Table 3. The frequency of occurrence of prohibition indicators

Prohibition													
Shall not		cannot		Must not		Should not		Will not		Performatives		Total	
no	%	no	%	no	%	no	%	no	%	no	%	no	%
111	82.83	10	7.46	2	1.49	4	2.98	5	3.73	2	1.49	134	100

Figure 2. The frequency of occurrence of prohibition indicators



The passivization and non-human subjects are remarkably prevalent in prohibition statements in the corpus. This is due to the fact that face redress used to relieve the effect of the face-threat that is involved in prohibition since a prohibition is a negative order. Consider the following example:

This contract shall not be amended or supplemented except by an instrument in writing signed by duly authorized representative of both parties. (cont.1, p. 43)

Permission

The results of the analysis reveal that permission is a basic aid to express Rights and Authorization, amounting to (31.44%) frequency of occurrence as it is indicated in table.4. The data in hand indicates that the deontic modal verb "may" is the preferred modal to grant permission with (60.8%) as in:

The Employer may terminate this contract in case of the occurrence of any of the events specified... (cont. 2, p.15)

Moreover, the modal verb "shall", which is often accompanied by the expressions "have the right" and "be entitled", also expresses permission in the data under investigation with (15.78%) as can be seen in the following example:

Contractor and Operator and any non-Iraqi sub-contractors shall have the right to open and maintain bank accounts foreign and/or local currencies in the Republic of Iraq... (cont.1, p.39)

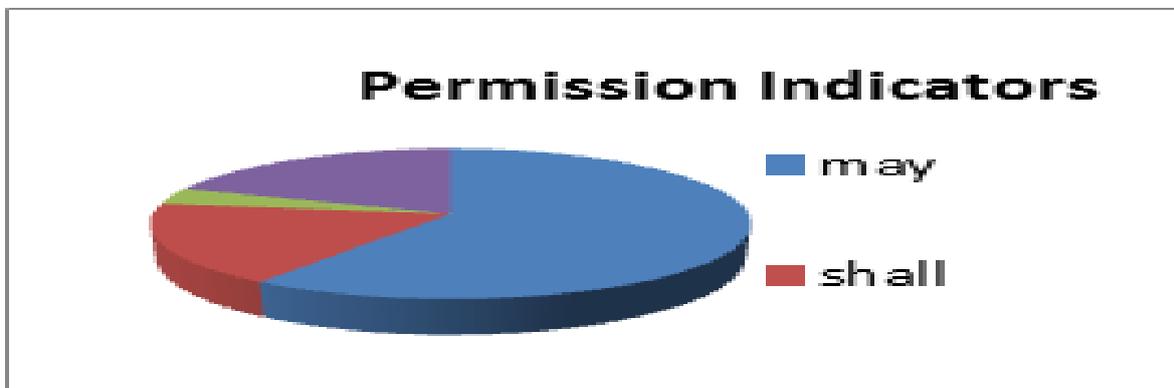
The deontic modal "can" is the less frequent used to grant permission in the corpus under analysis as it only accounts for (3.5%) as illustrated in the following example:

Such analysis can be conducted in the Republic of Iraq (cont.1, p.27)

Table 4. The frequency of occurrence of permission indicators

Permission									
May		Shall		Can		performatives		Total	
no	%	no	%	no	%	no	%	no	%
104	60.8	27	15.78	6	3.5	34	19.88	171	100

Figure 3. The frequency of occurrence of permission indicators



Constitutives

The results of data analysis show that constitutives make (19.13%) frequency occurrence. It is relatively high frequency. The reason behind that is that constitutive rules serve the purpose of establishing the terms of the contract and determine conditions concerning price, date, amount, etc. In addition, they supply definitions of terms and expressions. Contractors usually use lexical verbs like "mean", "include", "apply", "exclude" to express constitutives in legal contracts. Note that these verbs are not performative verb, but they have some legal effects. They make (83.19%) of the total use as in:

"Crude Oil" means all hydrocarbons regardless of gravity which are...(cont. 1, p.5)
The modal verb "shall" is another indicator of constitutives, amounting to (14.7%) as in the following example:

The Appendices listed in the attached list of Appendices shall be deemed to form an integral part of this Contract Agreement. (cont.2, p.4)

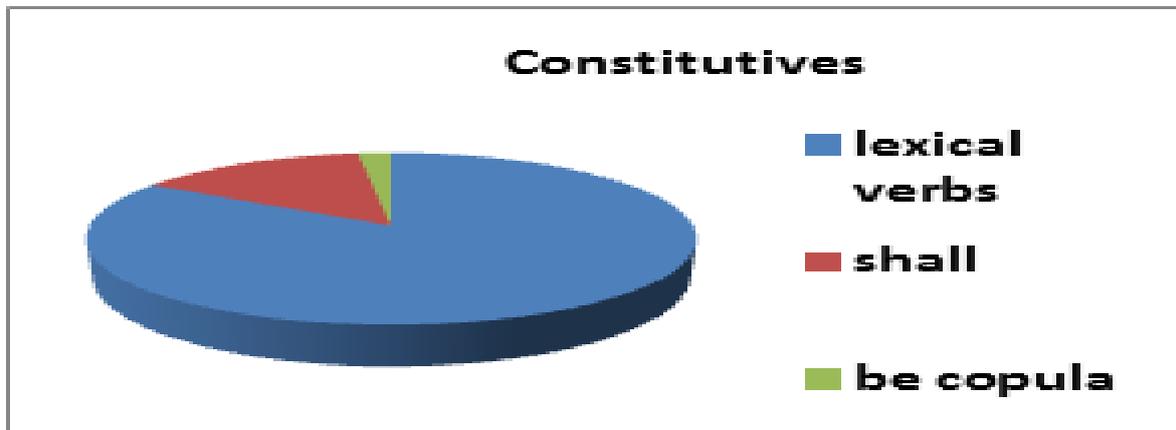
The construction "be copula" is far less present in the corpus with a percentage of only (2.1%) as in the following example:

FIRST PARTY is responsible for obtaining at its own cost, such import licenses and other consents.... (cont.3, p.5)

Table 5: The frequency of occurrence of constitutives

Constitutives							
Lexical verbs		shall		Be copula		Total	
No	%	no	%	no	%	no	%
198	83.19	35	14.7	5	2.1	238	100

Figure 4. The frequency of occurrence of constitutives



Conclusion

A Contract is a sub-genre of legal text which is drafted for specific purpose; it has a distinctive layout and style. A contract differs from other ordinary texts in that it carries an obligation or allows certain actions, makes a binding promise, or sets out penalties to be imposed in event of violation.

The analysis of the data under study reveals that obligation and prohibition tend to have the higher frequency than other directive strategies in legal contracts. This is confirmed by the high percentage which amounts to (51.04%). Order is exclusively the pragmatic strategy of imposing the obligations in the corpus. This strategy is realized mainly by the deontic modal



verbs *shall, must, should, will and quasi-modal to be*. Deontic modal verbs *shall, must, will, may, should, can* are the most frequent verbs used in the analyzed corpus.

In addition, the analysis of the data shows that contractors are more prone to use declarative constructions, non-human subjects and passivization than other syntactic constructions.

Concerning face threatening techniques, the illustrative analyzed texts indicate that face redress technique is widely used to decrease the effect of face-threat which is involved in issuing directive acts.



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