

# Translating Necessity Modality Verbs in Governmental Contracts Texts from Arabic into English

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## ABSTRACT

The present paper goes to discover the notion and types of contracts. Moreover, it tries to find the employment of necessity modality verbs in the governmental contract's texts. The methodology of analysis employed in this research is Fairclough's (1989) linguistic model, which is used in the analysis and interpretation of the necessity verbs in governmental contracts texts. The Data of this study have been rendered by 15 M.A. students in the department of translation at the College of Arts, University of Tikrit. The translational model suggested by Catford (1965) is also employed.

**Keywords-** Texts, Governmental, Necessity.

## I. WHAT IS A TRANSLATION

To convey the intended message, translation must be viewed as more than just a mechanical procedure (TT). Even yet, the question remains of how well the translator understands the significance of historical, cultural, and political circumstances. Catford (1965:20) goes on to say that translation is "the replacement of textual material in one language (SL) by equivalent textual material in another language (TL)". The phrase 'textual material' in this definition draws attention to the fact that not all SL texts can be substituted by TT equivalents. In a particular case or another, non-equivalent TL elements can replace textual material at a superficial level. As in the relief of grammar, lexis, and graphology of SL with TT ones, with some differences in graphological form between SL and TL. On the other hand, the replacement of the textual material does not occur at all; instead, it is just transference, i.e. transfer of view and idea from ST into TT.

"Translation consists of replicating in the receptor language the closest natural counterpart of the

source language message, first in terms of meaning and second in terms of style," (Nida and Taber,1982: 12).

In addition, Bell (1991:12 -13) considers translation to be both a means and an aim. He emphasises the significance of preserving as much of the original text's content and tone as feasible in the translated text, given that translation is the process of changing one language to another through the substitution of grammatical and lexical components. According to him, the word "translation" has three separate meanings: (1) it refers to the process of translation itself; (2) it refers to the end result of that process (TT); and (3) it encompasses both the translation process itself and its evolution.

## II. THE PROBLEMS OF TRANSLATION

Delisle (1988:73) notes that translation is a difficult procedure since it entails transforming one language's meaning into another. This process can be complicated by a wide range of factors, including grammatical, lexical, and cultural differences. He discusses each of these problems in more detail:

### **A- Lexical Problem**

Lexical problems in translation refer to difficulties encountered when finding equivalent words or expressions in the target language. Here are some common lexical challenges translators face:

1- **Vocabulary Gaps:** Languages often have words or expressions that lack direct equivalents in other languages. Translators must find alternative ways to convey the intended meaning using the available vocabulary.

2- **Idioms and Colloquialisms:** Idiomatic expressions and colloquialisms pose challenges in translation, as they may not have equivalent forms in the target language. Translators must find culturally appropriate alternatives that convey similar meanings.

3- **Technical Terminology:** Specialized fields often have their own terminology that may not exist in other languages. Translators need to research and use appropriate technical terms or find equivalent concepts in the target language (Ghazala, 1995:21).

### **B- Grammatical Problem**

Differences in grammatical structures, rules, and conventions between the source and target languages can lead to translation errors (Mathieu,2003). Here are some common grammatical challenges faced by translators:

1- **Word Order:** Different languages have different word orders, which can make it challenging to maintain the same grammatical structure in the target language. Translators must rearrange words and phrases to ensure grammatical correctness.

2- **Verb Tenses:** Languages often have different systems of verb tenses, making it difficult to find exact equivalents. Translators need to choose appropriate tenses based on the context and meaning.

3- **Gender and Number Agreement:** Languages may have different rules for gender and number agreement. Translators should check that their work follows the appropriate gender and number norms of the target language.

### **C- Cultural Problem:**

Cultural complications in translation arise when cultural variations between the source and target languages impact the meaning, connotations, or appropriateness of the translated text (Nida 2000:131). Here are some common cultural challenges faced by translators:

1- **Cultural Distinctions:** Languages are deeply intertwined with the cultures they belong to, and certain concepts may be culturally specific. Translators must be aware of cultural nuances and adapt the translation to ensure it is appropriate and understandable in the target culture.

2- **Taboos and Sensitivities:** Some words or expressions may be considered offensive or taboo in certain cultures. Translators must be sensitive to these cultural differences and avoid using language that could be misinterpreted or offensive.

3- **Humor and Wordplay:** Humor and wordplay often rely on cultural references and linguistic nuances that may not translate directly. Translators must find creative ways to convey humor and maintain the intended effect in the target language.

## **III. THE DEFINITIONS OF CONTRACTS**

Agreements between two or more parties whereby those parties trade the execution of specified activities within a specified time frame and for a specified purpose are known as contracts. The material provisions detail the obligations that must be met or avoided, including licenses, permissions, and restrictions backed by law (Sarcevic, 2000: 133-134). The contracts of today are the most common legal papers encountered by the average person. A verbal agreement can be just as binding as one written and signed by both parties. Contracts made verbally are nonetheless legally binding, but proving their existence without witnesses can be tricky. Despite this flexibility, contracts share some characteristics that set them apart from other types of agreements and make them legally binding. To begin, there must be an understanding between two parties. These parties can be individuals, groups, laypeople, or trained lawyers. Second, there must be something of value exchanged between the parties. In other words, each party agrees to offer one good or service in exchange for another good or service promised by the other party.

This "consideration" typically takes the shape of money, products, or services, but it can be anything of value. Thus, in this offer and acceptance, both parties might be considered "promisor" and "promisee" equally measured. Third, there must be an intent to act and for the commitments to be legally binding on the part of the parties. Contracts cannot be based on promises of doing the impossible or on activities are too minor to have any legal significance. The fourth and last requirement for a valid contract is that the subject matter is not illegal or "tainted with illegality." Contract killings do not qualify as contracts under the law. Fifth, both parties must be of legal age to form a binding agreement and have equal bargaining power. Irreconcilable disagreements can arise when one party is influenced to act dishonestly by another party or when one party is influenced to act dishonestly because of deception, excessive influence or (Alcaraz and Hughes, 2002: 126-127). Contracts often have the following textual elements.

## **IV. KINDS OF CONTRACTS**

Contracts are an integral component of running a business and involving others (clients, suppliers, employees, partners, etc.). There are many various kinds of contracts and agreements that may be made, and

understanding the differences between them is crucial (Wallace, 2008: 29). Depending on the nature of the contract, the goods or services involved, and other considerations, some contracts can be rather involved and difficult to draft, while others can be quite straightforward (Ibid.). The list of types of business contracts is as follows:

A- **General business contracts**

B- **Bill of Sale**

C- **Employment agreement**

D- **Licensing agreement**

E- **Promissory note** (Wallace, 2008:30)

These five are the most crucial to know among the many varieties of contracts and legal agreements used in business the many types of contracts and legal agreements used in industry; these five are the most crucial to know. They are as follows:

**A- General Business Contracts**

The following sorts of contracts fall under the umbrella of "generic commercial contracts," as defined by Sandler and Hartley (1995: 137):

- Partnership arrangement (this involves not only what each partner will bring to the figure but also the relationship between partners and their stake in a company).
- Indemnity agreement (In the event of a catastrophic event, the parties to this contract agree that they will hold each other harmless and not pursue legal action.).
- Nondisclosure agreement (This is a very common contract – it allows businesses to ‘seal’ sensitive information from getting out by making others agree that there will be legal repercussions if they release this information..).
- Property and equipment lease (To lease a piece of property or piece of machinery requires a legally binding contract outlining all of the financial and other related particulars.).

There are a wide variety of other "generic" contracts used in business. There are just four major ones, at least. A general business contract is an agreement made between two parties in the same industry, and it can take many different forms (anything from a sample agreement to sell/purchase a firm to a standard nondisclosure agreement). For this instance, here is a partnership agreement (ibid:137).. Let’s say two people – Jim and Jessica – want to start a business that sells coffee; this will be a partnership agreement. So, before they start operating, they need to limit the following:

- **percentage of ownership** (what is each partner going to offer to the business? For example, how much money will each partner invest for startup costs and equipment?).
- **profit/loss division** (how much profit will each partner get to take, and how much loss? This is usually determined by their stake in ownership).
- **partnership duration** (will this agreement continue on forever, or will it end at a certain point?).

- **authority** (which partner has the ultimate authority to ‘bind’ the company in case of debt?).
- **withdrawal or death** (what are the terms when a partner either dies or leaves the company?).
- **decision making/resolutions** (what is the decision-making process in case of disputes?).

This is merely a sample of the provisions that will be included in a partnership agreement when two people start a business together. This is standard practice for company contracts in general: before starting a commercial relationship, the parties sit down and negotiate the terms that will ensure the safety of both parties (Sandler and Hartley, 1995: 138).

**B- Bill of Sale**

A sale entails transferring the general property interest in goods from the seller to the buyer for a consideration termed the price. Both the immediate sale of products and the agreement to sell goods in the future constitute a sales contract. A sale that is completed at the time the contract is made is considered to be a current sale. The very nature of a sale precludes any possibility of a free exchange of goods or services. (Cudahy, 1965: 108).

**C- Employment Agreement**

The employment contract is best understood as a governance mechanism that connects the organization of work and the supply of labor in a way that mitigates economic risks over the long run (Deakin, 2000:1). A contract of employment is an agreement between two parties whereby one party, the employee, agrees to provide services to the other party, the employer, in exchange for a specified remuneration, with the understanding that the employer will have certain rights and responsibilities with respect to the employee's performance of the services (Du Plessis, Fouche and van Wyk, 2002: 9).

The employment contract is viewed as a source of power in this perspective. In most cases, a subordination resulting from contractual duties is valid only if both parties agree to it (Collins, 1986:1). According to this interpretation of the theory of employment relations, workers here are nothing more than passive factors of production used by the business owner to increase profits (Ibid.). There is a movement in the labour market regarding employment contract types from indefinite contracts to other nonstandard work arrangements, such as fixed-term and temporary employment contracts. Over the course of the twentieth century, standard work arrangements (indefinite employment contracts) became the norm in many industrialized countries and laid the groundwork for the evolution of labor law (Ibid.).

Nontraditional work arrangements emerged in the middle of the 1970s as a result of demand from employers to increase profits in the face of rising international economic rivalry (Ibid.). Krahn (1991) claims that in order to cut back on the costs of providing permanent employees with benefits, many companies are

switching from offering indefinite employment contracts to offering fixed and temporary agreements.

#### **D- Licensing Agreement**

In the context of industrial organization theory, various licensing-related topics have been investigated. Some topics that have been explored extensively include (i) how the number of licensees chosen affects the structure of the industry (Krahn, 1991); (ii) how the value created by a licensing agreement is split between the licensor and the licensees (Ibid.); and (iii) the likelihood that (ex-ante) refers to a type of Alternatively, licensing will occur (Ibid.), and the connection between sequential inventions and licensing methods can be analyzed ex-post.

In the same category as bills of exchange, checks, drafts, and certificates of deposit are promissory notes. Certain requirements must be fulfilled for the validity of any given form of negotiable instrument. A negotiable instrument is often transferrable by delivery, allowing a transferee to accept the instrument in good faith and, if necessary, file an action to enforce the instrument (ibid.).

### **V. THE TRANSLATION OF CONTRACTS**

The field of contract translation is widespread and demanding. A formal agreement describing the obligations of both parties is proof of the obligation. In addition to being consistent with the rules of the country where the original deal was created, a contract's translated language must also use the appropriate legal terminology. Accurately doing so requires knowledge of the country's legal system where the contract was initially created and fluency in the target language's legalese. In addition to linguistic barriers, differences in law enforcement procedures between the two countries might make this process more difficult (Palumbo, 2009: 108-110).

A contract is a legally binding agreement between two or more parties that must be signed by all parties to be enforceable. There must be a written record of all legally enforceable agreements. Simple contracts are the most common type of arrangement. Not necessarily required. Articles may be updated and expanded upon. There is a standard list of things that must be included in every contract. Contract number; place and date of signing; names of parties; subject matter; quality of goods; price; destination; delivery time; packaging and labeling specifications; payment terms; terms of submission and acceptance of goods; transportation terms; warranty and penalty terms; arbitration and dispute resolution procedures; force majeure provisions; judicial addresses of parties; signatures of seller and purchaser. The appendices are an essential aspect of the agreement (ibid.).

Contractual terminology is mutually agreed upon by the parties. There is no difference in content or

presentation between the various contract textual variations. There are various types of contracts, including those for management and administration, finance and economics, marketing and publicity, science and technology, and the publishing of creative works. The titles of the various contract types in this classification provide a useful hint as to the functional realms of their circulation, which are more suited to economic than linguistic analysis (Ibid.).

### **VI. THE CONCEPT OF MODALITY IN ENGLISH**

The concept of modality, mood, aspect, etc., has been used in various contexts to unpack the meaning of convoluted verb constructions. Modal language includes the speaker's subjective assessment of the truth of his claims (Halliday, 1970: 189).

The stance of the speaker or writer toward the state or event conveyed by another verb is what modality is all about (Richards, 1985: 179, 180). Modality, as defined by (Quirk et al., 1985: 219), is how a clause's meaning is qualified to reflect the speaker's estimate of the likelihood that the proposition of the sentence is true. "modality communicates the speaker's judgment towards the probability of what he says, and it is generally contrasted with assertion," (Aziz, 1992: 114).

The meaning of modal auxiliary verbs can be broken down into two categories: (a) words like "permit," "oblige," and "volition" that indicate a degree of fundamental human control over occurrences. (B) human judgment of what is likely to occur is central to the concepts of possibility, necessity, and prediction, rather than direct human manipulation of events (Quirk et al., 1985: 219).

These two types are examples of what are sometimes called "INTRINSIC" and "EXTRINSIC" modalities (ibid: 219).

Each modal has both epistemic and root meanings, which is an important thing to keep in mind when working with them. For instance, "may" has a permission root and an epistemic of possibility, while "will" serves a volitional function and an epistemic of prediction. There is some neutrality and overlapping meaning between these two senses because "models" themselves often have overlapping meanings; for instance, the words "should" and "ought to" both mean "must" in the sense of obligation, but this equivalence exists almost exclusively in written and formal English (Quirk et al., 1985: 20).

### **VII. FAIRCLOUGH'S (1989) MODALITY**

Fairclough (1989:126) argues that modality is crucial to any two-way conversation. Because of its ability to convey the speaker's evaluation of the issue and demonstrate the social role link, grammar is vital for relational and expressive values. He argues that adverbs

and tenses, as well as words like "may," "might," and "must," are what express modality (ibid.: 127). He divides them into two categories: relational and expressive. The whole consists of two parts. The first type of modality describes the degree to which one conversationalist can sway the outcome of the exchange. The speaker's perspective on the world is what we mean by the second component, "expressive modality." The inherent power dynamic and overtly dominant subject matter of relational modalities make them ideological (ibid.: 105-6).

Richardson (2007: 59) defines modal as the speaker's attitude toward the truth of the assertion being stated in the phrase. This is what is implied by the assertion that modality determines the attitude conveyed in their statements. As can be seen from the previous definitions, modality has the potential to shed light on the speaker's true message or ideology.

Modal verbs (like may, will, could, might, shall, should, and would) and their antonyms, as well as modal adjuncts (like probably, perhaps, indeed, unlikely, usually), modal quantifiers (like any, most, some, a lot of, few), and lexical verbs that show modality, are the primary means by which modality is expressed (e.g. seem, appear). It's also worth noting that Arabic and English have very distinct realizations of modality. Arabic modal meanings are primarily lexical and lexico-syntactic, in contrast to the grammatical focus of their English counterparts (Sofer, 2013).

## VIII. METHODOLOGY & DATA ANALYSIS

Based on Fairclough's (1989) Linguistic model and Catford's (1965) translation modal, the data will be analyzed definitely, which reflect the obligation verbs as a modality in governmental contracts texts. The sample consists of 15 M.A students in the department of translation/ College of Arts/ University of Tikrit.

**SL Text: ST (I):** (يقوم الطرف الأول من خلال أقسامه الفنية والمالية والرقابية الاطلاع على البيانات المالية والفنية وحسب الدورة المستندية المعتمدة لدى الطرف الثاني بما يتيح للطرف الأول التأكد من تنفيذ إنتاج الكميات المتعاقد عليها وطيلة مدة نفاذ العقد وبشكل دوري (كل ثلاثة أشهر).

**Source:** (Texts of government contracts (processing, installation and operation of an integrated production line for the production of paramilitary communications devices). The First party: Salah al-Din public company, represented by Mr. general manager and chairman of the board of Directors Mr. Ibrahim Abbas toama in addition to his job. The second party: Saati electromechanical works company / Emarti and represented by the authorized director of the company Mr. Francis George)

**TL Text (I):**

**Subject's Translation:**

1. The first party, through its technical, financial, and supervisory departments, reviews the financial and technical data in accordance to the documentary cycle

approved by the second party, which allows the first party to ensure the implementation of production of the contracted quantities throughout the period of the contract's validity and periodically every three months.

2. do / lets

3. agree

4. The first party, through its technical, financial and supervisory departments, evaluate the financial and technical data and according to the documentary cycle approved by the second party, which agrees the first party to ensure the implementation of the production of the contracted quantities throughout the period of contract validity and periodically (every three months).

5. The first party, through its technical, financial and supervisory departments, approve the financial and technical data and according to the documentary cycle approved by the second party, which lets the first party to ensure the implementation of the production of the contracted quantities throughout the period of contract validity and periodically (every three months).

6. The first party, through its technical, financial, and supervisory departments, reviews the financial and technical data in accordance to the documentary cycle approved by the second party, which allows the first party to ensure the implementation of production of the contracted quantities throughout the period of the contract's validity and periodically every three months.

7. The first party, through its technical, financial and supervisory departments, shall evaluate the financial and technical data and according to the documentary cycle approved by the second party, which lets the first party to ensure the implementation of the production of the contracted quantities throughout the period of contract validity and periodically (every three months).

8. The first party, through its technical, financial and supervisory departments, shall review the financial and technical data and according to the documentary cycle approved by the second party, which lets the first party to ensure the implementation of the production of the contracted quantities throughout the period of contract validity and periodically every three months

9. The first party, through technical, financial and censoring branches, have to be acquainted with financial and technical data according to the contracted (document) cycle adopted (agreed) by the second party and that enables the first party to ensure the production of the quantities agreed upon periodically during the validity of the contract.

10. The first party, through its technical, financial, and supervisory departments, reviews the financial and technical data in accordance to the documentary cycle approved by the second party, which allows the first party to ensure the implementation of production of the contracted quantities throughout the period of the contract's validity and periodically every three months.

11. The first party, through its technical, financial and supervisory sections, accesses the financial and technical data according to the documentary cycle approved by the

second party, allowing the first party to ensure the implementation of the production of the contracted quantities and for the duration of the contract, periodically (every three months).

12. The first party, through its technical, financial and supervisory sections, accesses the financial and technical data according to the documentary cycle approved by the second party, permitting the first party to ensure the implementation of the production of the contracted quantities and for the duration of the contract, periodically (every three months).

13. The first party, through its technical, financial, and supervisory departments, reviews the financial and technical data in accordance to the documentary cycle approved by the second party, which allows the first party to ensure the implementation of production of the contracted quantities throughout the period of the contract's validity and periodically every three months.

14. The first party, through its technical, financial, and supervisory departments, reviews the financial and technical data in accordance to the documentary cycle approved by the second party, which allows the first party to ensure the implementation of production of the contracted quantities throughout the period of the contract's validity and periodically every three months.

15. The first party, through its technical, financial and control departments, shall reread the financial and technical data and according to the document cycle approved by the second party, which lets the first party to ensure the implementation of the production of the contracted quantities throughout the period of contract validity and periodically (every three months).

### IX. DISCUSSION

#### A-Linguistically analysis:

The verb (reviews) (الاطلاع) is a modal verb that expresses the speaker's promise to the truth of the proposition that the first party is reviewing the financial and technical data Using this modal verb suggests that the speaker is confident that the first party is reviewing the data. According to Fairclough's model, modality can be used to obvious the speaker's stand towards the proposition being expressed, in addition to the speaker's assessment of the consequences of that proposition. In this text, the use of modality serves to create a sense of certainty and confidence on the part of the speaker. This

is likely because the text is intended to be a contract, which is a legal document that requires a high degree of certainty and precision.

The modal verb 'يُتيح' (allows) expresses a low degree of obligation or necessity. It is used to indicate that the review process gives the first party the ability to ensure the implementation of the contracted quantities. This is a weaker modal verb than "must," which would have indicated a higher degree of obligation. Using the modal verb (allows) in this text helps create a sense of flexibility and cooperation. The first party is not obligated to ensure the implementation of the contracted quantities, but the second party is able to do so if they choose. This suggests that the first party is willing to work with the second party to ensure that the contract is fulfilled.

#### B- Translationally:

Subject (1) is success in translation the text of ST into English successfully. He depends on equivalence translation method. Subjects (2 and 3) don't success in rendering the text of ST into English, they have grammatical problems. They depend on free translation method. Subjects (4) and (5) are unable to render the text of ST, they have lexical problems. They rely on a free translation process. Subject (6) hits to render meaning correctly of ST. He relies on semantic translation process. Subjects (7, 8 and 9) don't success to translate the intended meaning of text into English, they face grammatical problems. They use free translation process. Subject (10) translates the intended meaning of ST's text into English correctly. He uses equivalence translation procedure. Subjects (11) and (12) don't hit in translating the text into English appropriately, they have grammatical problems. They rely on a free translation process. Subjects (13 and 14) god speed in rendering the intended meaning ST into English accurately. They rely on equivalence translation method. Subject (15) has a lexical problem that causes incorrect translation of the ST. He uses a free translation method.

**The suggested translation is:** The first party, through its technical, financial, and supervisory departments, reviews the financial and technical data in accordance to the documentary cycle approved by the second party, which allows the first party to ensure the implementation of production of the contracted quantities throughout the period of the contract's validity and periodically every three months.

Table (1) The analysis of TL Text (1)

Text (5)	Subjects	Types of Modality	Degree of Modality	With Modality	Methods of Translation			Problems of Translation		Appropriateness
					Equivalence	Word-for-word	Literal Translation	Free Translation	Semantic Translation	



1. Translating governmental contract texts from Arabic into English shows challenges for translators due to the low success rate in translating these texts.
2. To find suitable translation techniques for the government contracts materials from Arabic into English, translators frequently use the free translation method.
3. M.A students level face difficulties while translating Arabic government contract texts into English. It can be difficult to determine the best strategy for translation.

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