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## **A Contrastive Corpus-Based Study of Selected American and Egyptian Legal Contracts**

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### **Abstract**

Legal contracts of purchase and sale are frequently dealt with by laypeople, whose comprehension of the language of contracts has to increase. This paper aims at comparing and contrasting the transitivity system of American and Egyptian legal contracts to get to know how experience is construed and why. Furthermore, it tries to enrich the literature of Arabic legal discourse as studies in this field are very rare. It also attempts to prove the distinctiveness of the language of contracts. The study adopts the transitivity system of Halliday's Systemic Functional Grammar (2014) as the theoretical framework for the qualitative analysis, and a corpus-based approach for the quantitative analysis. The corpus comprises six American and six Egyptian contracts of purchase and sale. The results show the distinctiveness of both languages of contracts by using special processes realized by special verbs. Both corpora mostly resort to the material process to describe actions and obligations, and they recurrently use the relational and verbal processes. The other processes are infrequent since the existential and causative processes have a special nature. Such contracts are not concerned with sensing or physiological and psychological behavior, which explains why the mental and behavioral processes are rare.

**Keywords:** *Contracts of purchase and sale – Transitivity system – Systemic Functional Grammar – Corpus Linguistics.*

## 1.1 Introduction

Forensic Linguistics, according to Coulthard (2014), is “the area of Applied Linguistics involved with the inter-relationship between Language and the Law” (p. 336). Coulthard (2014) considers that forensic linguists perform two tasks: describing and trying to “change/improve the world” (p. 336).

A purchase agreement is “a written contract between the buyer and seller that establishes all of the terms of the sale” (Rockwell Publishing Company, 2006, p. 177). The contract that is between the buyer and seller can be referred to as ‘a purchase agreement’, ‘a contract of purchase and sale’, ‘an earnest money agreement’, ‘a deposit receipt’, or ‘an offer to purchase’ (Rockwell Publishing Company, 2006, p. 178).

### 1.1.1 Research Objective

The transaction of buying and selling is common among laypeople who need to understand the agreements between them as buyers and sellers. Exploring the language of contracts functionally aids the parties in comprehending their duties and rights. This paper examines the frequency of processes in selected American and Egyptian contracts of purchase and sale and the most recurrent verbs realizing these processes. It compares and contrasts how experience is construed in each language and why. Moreover, it tries to prove how distinct the language of contracts is and to enrich the Arabic literature of legal discourse due to the paucity of resources regarding Arabic legal discourse.

### 1.1.2 Research Questions

The current study endeavors to answer the questions below:

1. What is the frequency of the process types in the American and Egyptian contracts?
2. Why are these process types used?
3. What are the most common verbs realizing these processes?
4. Why and how are these verbs used?

5. Is the language of contracts distinct?
6. What are the similarities and differences between the language of the American and Egyptian contracts?

## 2.1 Methodology

This paper adopts the transitivity system of Halliday's Systemic Functional Grammar (SFG) (2014) as its theoretical framework for the qualitative analysis. In addition, the research approach is corpus-based that uses AntConc software for the quantitative analysis. The study examines the transitivity or process types in the American and Egyptian contracts of purchase and sale. Therefore, to get the whole verbs mentioned in the corpora, the verbs are counted partially manually; i.e. by using AntConc Word list to extract the verbs by going through the list one by one. Then the next more difficult step is classifying each occurrence of these verbs by hand through the Key Word In Context (KWIC) existing in AntConc. The researcher cannot depend on UAM Corpus Tool 6 in the classification since it does not give accurate results. After that, the process types that occur are counted and the statistics are released and analyzed. In addition, the most frequent verbs realizing each process are examined in detail, followed by a comparison between both corpora.

The American contracts are written in Standard American English, and the Egyptian contracts are written in Modern Standard Arabic. Each of the American corpus and the Egyptian corpus comprises six contracts of purchase and sale. Because the American contracts are too long, the American corpus consists of 29087 tokens, whereas the Egyptian corpus contains 2998 tokens. The American contracts comprise: Purchase and Sale Contract for Residential Property (PSCR) (4935 tokens), Nevada Residential Real Estate Purchase Agreement (NRREPA) (3513 tokens), Commercial Sale Agreement (CSA) (4248 tokens), Washington D.C. Commercial Real Estate Purchase Agreement (WCREPA) (6457 tokens), Contract to Purchase Agricultural Land – Illinois (CPALI) (3103 tokens), and Oklahoma Uniform Contract of Sale of Real Estate

Farm, Ranch, and Recreational Land (OUCSREFRRL) (6831 tokens). The Egyptian contracts include: Final Sale Contract (579 tokens), A Template and Form of a Residential Apartment Sale Contract – An Egyptian Template (611 tokens), Final Sale Contract for a Store (349 tokens), Store Sale Contract (666 tokens), A Form of an Agricultural Land Sale Contract (428 tokens), and Final Sale Contract for an Agricultural Land (365 tokens). The American contracts are obtained from the internet, whereas the Egyptian corpus is gathered from one sold contract (from a stationery store), one already used contract, and the internet.

### 3.1 Review of Literature

To the best of my knowledge, no studies have been conducted about transitivity in comparison between English and Arabic contracts, and most studies comparing the English and Arabic languages of law tackle them through translation. However, this study is different in that the corpora are comparable, i.e. the Arabic corpus is not a translation of the English one, but it is the version produced in its original language, and so is the English corpus. This study can enrich the literature, especially the Arabic literature, due to the rarity of studies about Arabic legal discourse. The most related studies are presented below.

Mohammed (2011) tackles the problems faced by students in their translation, beginner translators, and more experienced translators in Arabic-English translations. These problems have been grouped according to Halliday's Systemic Functional Grammar into ideational, interpersonal, and textual metafunctions. Moreover, extra-textual problems are examined (Mohammed, 2011, p. iii). The selected texts are from different types. One of them is a legal text which is a retraction certificate following a revocable divorce (Mohammed, 2011, pp. 79-80).

Supardi (2017) illustrates some lexical and grammatical features of the language of contracts in his paper. As for the grammatical features, he presents

the use of long sentences, the recurrent use of the modal ‘shall’, and the frequent use of conditional sentences (Supardi, 2017, pp. 160, 163).

The study done by Sellami-Baklouti (2021) concerns legal language. It is a contrastive study between English and Arabic that examines how causative meaning is realized. The analyzed corpus consists of three website Terms of Service, which are Facebook, Google, and CNN News. Causation is investigated from the perspectives of transitivity and ergativity in systemic functional theory (Sellami-Baklouti, 2021, pp. 1-2, 5).

## 4.1 Theoretical Framework

### 4.1.1 Systemic Functional Grammar

#### 4.1.1.1 Transitivity in English

“A clause has meaning as a representation of some process in ongoing human experience” (Halliday & Matthiessen, 2014, p. 83). The system of grammatical choice in the clause as representation is that of transitivity or process type. There are three aspects to consider in analyzing the clause as representation: the process selection (realized by a verbal group), the participants’ selection (realized by a nominal group), and the circumstances selection (realized by adverbial groups or prepositional phrases), as in Table 1 (Eggins, 2004, pp. 214-215).

**Table 1**

*A Clause Showing a Process, Participants and a Circumstance*

Last year	Diana	gave	blood
circumstance	participant	process	participant

*Note.* The data in this table are from *An Introduction to Systemic Functional Linguistics* (2nd ed.) (pp. 214-215), by S. Eggins, 2004, Continuum International Publishing Group. Copyright 2004 by S. Eggins.

#### 4.1.1.1.1 Material processes

Material processes are the processes of doing. They can be identified by asking: “What did x do?” (Eggins, 2004, p. 215). Examples of material processes in the active and passive are shown in Table 2.

**Table 2***Clauses Including Material Processes in the Active and Passive*

<i>She</i>	<i>carried</i>	<i>the bomb</i>	<i>onto the plane.</i>
Actor	Process: material	Goal	

<i>The bomb</i>	<i>was carried</i>	<i>onto the plane</i>	<i>(by her).</i>
Goal	Process		(Actor)

*Note.* Adapted from *An Introduction to Systemic Functional Linguistics* (2nd ed.) (p. 217), by S. Eggins, 2004, Continuum International Publishing Group. Copyright 2004 by S. Eggins.

#### 4.1.1.1.2 Mental processes

Mental processes are the ones concerning thoughts, feelings, and perceptions. They may be identified by asking: “what do you think/ feel/ know about x?” (Eggins, 2004, pp. 225). They are divided into “subtypes of sensing: ‘perceptive’, ‘cognitive’, ‘desiderative’ and ‘emotive’” (Halliday & Matthiessen, 2014, p. 256). Table 3 shows an example of a mental process with the participants.

**Table 3***A Clause Including a Mental Process*

<i>She</i>	<i>believed</i>	<i>his excuses.</i>
Senser	Process: mental	Phenomenon

*Note.* The data in this table are from *An Introduction to Systemic Functional Linguistics* (2nd ed.) (p. 227), by S. Eggins, 2004, Continuum International Publishing Group. Copyright 2004 by S. Eggins.

#### 4.1.1.1.3 Behavioral processes

Behavioral processes fall in between material processes and mental processes. Although they are partly about action, a conscious being has to be involved in this action. Behavioral processes include, for instance, ‘breathe’, ‘laugh’, ‘look over’, and ‘watch’ (Eggins, 2004, p. 233). Table 4 presents an example of a behavioral process.

**Table 4***A Clause Including a Behavioral Process*

<i>She</i>	<i>sighed</i>	<i>with despair.</i>
Behaver	Process: behavioral	Circumstance: manner

*Note.* The data in this table are from *An Introduction to Systemic Functional Linguistics* (2nd ed.) (p. 234), by S. Eggins, 2004, Continuum International Publishing Group. Copyright 2004 by S. Eggins.

#### 4.1.1.1.4 Verbal processes

Verbal processes are the processes of saying (including all the ‘saying’ equivalents) as in Table 5. Even the symbolic meaning exchanges are included, as in “My recipe says red wine” (Eggins, 2004, p. 235).

**Table 5**

*A Clause Including a Verbal Process*

<i>So</i>	<i>I</i>	<i>asked</i>	<i>him</i>	<i>a question.</i>
	Sayer	Process: verbal	Receiver	Verbiage

*Note.* The data in this table are from *An Introduction to Systemic Functional Linguistics* (2nd ed.) (p. 235), by S. Eggins, 2004, Continuum International Publishing Group. Copyright 2004 by S. Eggins.

#### 4.1.1.1.5 Existential and relational processes

The remaining processes are the ‘being’ ones. Existential processes express experience by assuming ‘there is/ was something’. They usually include verb ‘be’ or one of its synonyms, such as ‘exist’ and ‘occur’, as in Table 6. (Eggins, 2004, pp. 237-238).

**Table 6**

*A Clause Including an Existential Process*

There	was	snow	on the ground.
	Process: existential	Existent	Circumstance: location

*Note.* The data in this table are from *An Introduction to Systemic Functional Linguistics* (2nd ed.) (p. 238), by S. Eggins, 2004, Continuum International Publishing Group. Copyright 2004 by S. Eggins.

Relational processes include the large number of various ways that can represent ‘being’ in English (Eggins, 2004, pp. 238-239). According to Halliday and Matthiessen (2014), relational clauses are the “processes of being and having” (p. 259), which “serve to characterize and to identify” (p. 259). The three basic relation types in the English system are ‘intensive’, ‘possessive’, and ‘circumstantial’. Each one of them has two separate modes of being: ‘attributive’ and ‘identifying’ (Halliday & Matthiessen, 2014, p. 263). Table 7 shows the main categories of a relational clause with examples.

**Table 7***The Main Categories of a Relational Clause with Examples*

	(i) Attributive 'a is an attribute of x'	(ii) Identifying 'a is the identity of x'
(1) intensive 'x is a'	Sarah is wise	Sarah is the leader; the leader is Sarah
(2) possessive 'x has a'	Peter has a piano	the piano is Peter's; Peter's is the piano
(3) circumstantial 'x is at a'	the fair is on a Tuesday	tomorrow is the 10th; the 10th is tomorrow

*Note.* From Halliday's *Introduction to Functional Grammar* (4th ed.) (p. 265), by M. A. K. Halliday, and C. M. I. M. Matthiessen, 2014, Routledge. Copyright 2014 by M. A. K. Halliday and C. M. I. M. Matthiessen.

#### 4.1.1.1.6 Causatives

The agent is “the one who initiates the action, the one who makes something happen” (Eggins, 2004, p. 224). So, for instance, the actor and agent roles can be played by one constituent, which will be called the actor. In causative clauses, the agent and actor are different; the agent causes the actor, not himself or herself, to do the action. Therefore, the role of agent is not seen except in causative clauses (Eggins, 2004, p. 224). Table 8 presents a clause that includes a causative process.

**Table 8***A Clause Including a Causative Process*

He	made	his girlfriend	carry	the bomb	onto the plane.
Agent	Process: causative	Actor	Process: material	Goal	Circumstance: location

*Note.* The data in this table are from *An Introduction to Systemic Functional Linguistics* (2nd ed.) (p. 224), by S. Eggins, 2004, Continuum International Publishing Group. Copyright 2004 by S. Eggins.

#### 4.1.1.2 Transitivity in Arabic

The six process types (material, mental, behavioral, verbal, existential, and relational) are found in Arabic. The material process is expressed by a verb of doing, like ‘غرس’, and ‘رمى’. Table 9 shows an Arabic clause including a material process, while Table 10 presents a clause involving a mental process. Furthermore, the behavioral process is expressed by verbs like ‘ضحك’, and ‘حلم’. In addition, Table 11 shows an example of a verbal process in a clause (Al-



Hindawi & Al-Ebadi, 2016, pp. 201-204). According to Ryding (2005), existential predications can be expressed by the word 'هناك', as in 'هناك عوامل كثيرة' (There are many factors) (Ryding, 2005, p. 61) or by 'ثمة' as in 'ثمة قيم مختلفة' (For there are different values) (Ryding, 2005, p. 61). A relational process can be attributive or identifying. Table 12 shows an instance of a relational process (Al-Hindawi & Al-Ebadi, 2016, p. 203), which is attributive.

**Table 9**

*An Arabic Clause Including a Material Process*

التفاحة	زيد	اكل
goal	actor	material process

*Note.* The data in this table are from "Systemic Functional Analysis of English and Arabic: A Contrastive Study," by F. H. Al-Hindawi, and H. K. Al-Ebadi, 2016, *Al-Ustath*, p. 202.

**Table 10**

*An Arabic Clause Including a Mental Process*

الحزين	فرح
senser	mental process

*Note.* The data in this table are from "Systemic Functional Analysis of English and Arabic: A Contrastive Study," by F. H. Al-Hindawi, and H. K. Al-Ebadi, 2016, *Al-Ustath*, p. 202.

**Table 11**

*An Arabic Clause Including a Verbal Process*

صادقاً	علي	الناس	زيد	ابلق
verbiage	target	receiver	sayer	verbal process

*Note.* The data in this table are from "Systemic Functional Analysis of English and Arabic: A Contrastive Study," by F. H. Al-Hindawi, and H. K. Al-Ebadi, 2016, *Al-Ustath*, p. 203.

**Table 12**

*An Arabic Clause Including a Relational Process*

نشيط	محمد
attribute	carrier

*Note.* The data in this table are from "Systemic Functional Analysis of English and Arabic: A Contrastive Study," by F. H. Al-Hindawi, and H. K. Al-Ebadi, 2016, *Al-Ustath*, p. 203.

Arabic and English are both capable of expressing causation (Sellami-Baklouti, 2021, p. 6), as in "جعل زيد الكرة تتدحرج" (Sellami-Baklouti, 2021, p. 7, emphasis added) and "John **made** the ball roll" (Sellami-Baklouti, 2021, p. 7, emphasis added). In these two examples, the causative process is realized by the verb 'جعل' and the verb 'made' respectively.

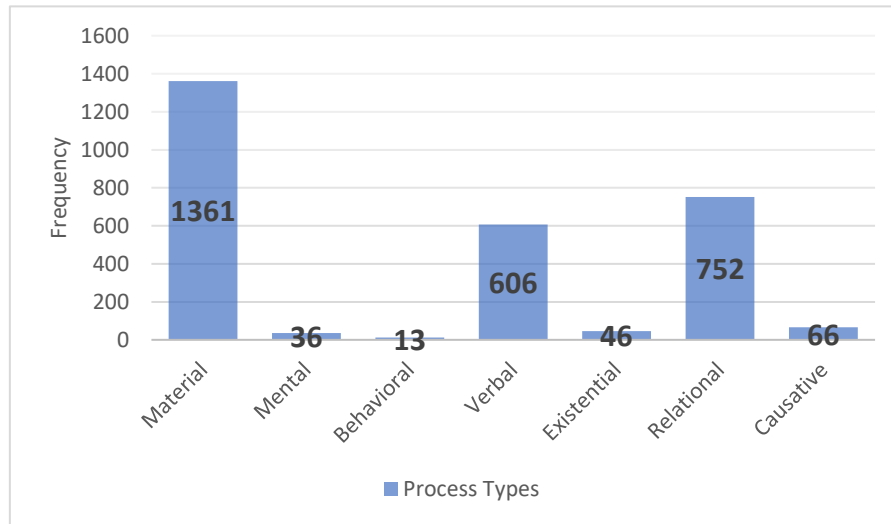
### 4.1.2 Corpus Linguistics

A corpus, according to Desagulier (2017), “is a body of material (textual, graphic, audio, and/or video) upon which some analysis is based” (p. 3). This material is regarded as corpus when it fulfils some criteria, which are “sampling, balance, representativeness, comparability, and naturalness” (Desagulier, 2017, p. 3).

Corpus linguistics, according to McEnery and Hardie (2012), deals with “some set of machine-readable texts which is deemed an appropriate basis on which to study a specific set of research questions” (p. 1). In contrast to intuitions, corpus linguistics works on the use of attested language. This makes it empirical (McEnery & Gabrielatos, 2006, p. 34). Nini (2020) adds that it does not depend on dictionary evidence, but the actual use of the language.

## 5.1 Transitivity Analysis of the American Contracts

The processes are analyzed to explore the way experience is construed in the American contracts and the reason for construing it this way. In addition, the analysis tries to find out how distinct the language of contracts is. The six process types (material, mental, behavioral, verbal, existential, and relational) are counted along with the causative process, which is counted as a process type in Eggins (2004). Figure 1 illustrates the frequency distribution of all process types in the American Contracts. The overall number of processes is 2880. The system of analysis is that the five most frequent verbs that realize each process are examined in detail. However, sometimes in order to reach the fifth process in the list, there are other entries that tie in number with the fifth, so they are examined too.

**Figure 1***Frequency Distribution of the Process Types in the American Contracts*

The material process dominates the total number of occurrences. It occurs 1361 times, a little less than half of the occurrences of all other processes. The material process is realized by various verbs. The five most frequent verbs realizing the material process, shown in Table 13, are taken for analysis.

**Table 13**

*The Five Most Frequent Verbs That Realize the Material Process with their Frequency Distribution in the American Corpus*

	Material Process	Frequency Distribution
1	check	49
2	provide	40
3	pay	33
4	delivered	29
5	fails	29

The most recurrent material process is ‘check’. Its occurrences are 49 times. All of them are in the imperative form. The actor is the implicit ‘you’. This frequent use is due to the fact that in forming the American contracts, some choices are listed and the parties have to check one or more of the them, as in example [1], in which the choice is between the ‘Seller’ or ‘Buyer’ to specify the doer of the action. Alternatively, occasionally there is only one item and the parties have to decide whether to check it or not.

[1] . . . shall be paid by the ☐ Seller ☐ Buyer (**check** [material process] one). (PSCR, no. 2 (D), emphasis added)

In the second rank, the material process is realized by the verb ‘provide’. It occurs 40 times. In most of its occurrences, the provided items (the goals) are documents, such as ‘written third (3rd) party documentation verifying sufficient funds’, ‘copies of existing said written leases’, ‘written notice of objection to such verification’, and ‘the Certificates specifically demanded by Buyer’. Providing documents is a necessary step in any contract in order for the parties to guarantee their rights and to be able to decide whether to buy the property or not. For instance, example [2] shows that the seller (the actor) has to provide information (the goal) about the property. However, in two occurrences, ‘provide access . . .’ indicates granting entry to any locked property and buildings, in two other occurrences, ‘financing’ is the goal, and in one occurrence, ‘provide’ is followed by ‘propane between the propane company and Seller’.

[2] Seller agrees to cooperate with Buyer to **provide** [material process] relevant information concerning the Property . . . . (CSA, no. 4 (c), emphasis added)

With 33 occurrences, the process ‘pay’ is present in the third rank. Its high frequency is attributed to the fact that the contracts analyzed are contracts of purchase and sale, and in order to purchase a property, payment is required. However, in most instances, the action of paying does not only refer to paying to buy the property itself. There are other payments including paying ‘for the lender required repairs or treatments’, ‘for recording the deed and mortgage, mortgage tax and mortgage assumption charges, if any’, ‘for turning on existing utilities for inspections’, ‘the Seller's attorneys' fees, taxes on the deed, and recording fees for documents needed to cure title defects’, ‘\_\_% of the Landowner’s share of the 20\_\_ crop expenses’, and ‘Seller’s closing expenses’.

The material processes ‘pay’ is shown in examples [3], where the actor is ‘the Buyer’.

[3] The Buyer will **pay** [material process] the Buyer's attorneys' fees, taxes, and recording fees on notes, mortgages, and financing statements and recording fees for the deed. (WCREPA, no. XXV (b), emphasis added)

Each of the fourth and the fifth material processes, ‘delivered’ and ‘fails’, occurs 29 times. As in the case of ‘provide’, documents are essential to complete the purchase procedures. In addition, selling a property is not done without providing its key(s) to the buyer. As for ‘delivered’, the goal is documents (in 22 occurrences), a key/keys (in five occurrences), items (in one occurrence), and a deposit (in one occurrence). Example [4] shows an occurrence of the material process ‘delivered’, where the goal is ‘*a key to the Property*’.

[4] At possession, the Property shall be in broom-clean condition and *a key to the Property* shall be **delivered** [material process] to Buyer; . . . (PSCR, no. 6 (c), 3, emphasis added)

As for the material process ‘fails’, which occurs 29 times. 28 of these occurrences are mentioned in conditional clauses introduced by either ‘if’ or ‘in the event’, as in example [5], where ‘Buyer’ is the actor. The action of failing is just stated in conditional clauses so that the reader is aware of the following consequences if failing happens. However, ‘fails’ is shown once in a statement that is not a conditional. It is a relative clause that describes the sex offender ‘who fails . . .’.

[5] If Buyer **fails** [material process] to provide such documentation, or if Seller finds such verification of funds is not acceptable, Seller may terminate this Agreement. (NRREPA, no. 3, emphasis added)

The second highly recurrent process is the relational process. There are 752 instances of it. Table 14 shows the six most frequent verbs that realize this process.

**Table 14**

*The Six Most Frequent Verbs That Realize the Relational Process with their Frequency Distribution in the American Corpus*

	Relational Process	Frequency Distribution
1	is	129
2	be	106
3	have	51
4	deemed	30
5	are	29
6	has	29

The most recurrent relational process in the corpus is realized by the verb ‘is’. It occurs 129 times. Examples [6] and [7] show relational clauses; the former is attributive used to characterize and the latter is identifying. Likewise, the second most common relational process ‘be’, which is used in 106 instances, is utilized to characterize or identify.

[6] If Seller **is** [relational process] responsible, . . . (CPALI, no. 7, emphasis added)

[7] . . . Seller **is** [relational process] the owner of the Property . . . (NRREPA, no. 28, emphasis added)

The process ‘have’ is the third most common relational process in the corpus. It occurs 51 times. The attributive possessive verb ‘have’ is used with specific attributes more than other; the attribute ‘the right to . . .’ is utilized fourteen times with the carriers ‘(the) Buyer’, ‘Seller’, or ‘the Parties’, as in example [8] below, where ‘the right to void this Agreement’ is the attribute, and ‘Seller’ is the carrier. Furthermore, the attribute ‘the option of/to . . .’ is frequent, used seven times with the carriers ‘(the) Buyer’ or ‘Seller’.

[8] . . . Seller shall **have** [relational process] *the right to void this Agreement* upon notice to Buyer . . . (CSA, no. 5 (a), emphasis added)

The fourth most recurrent relational process is ‘deemed’. It occurs 30 times. In fourteen instances, the attribute/value of ‘deemed’ is ‘to + verb’, such as ‘to have accepted’, ‘to be fulfilled’, and ‘to be “Permitted Exceptions”’, and

in eleven occurrences, the attribute is a past participle form, such as ‘received’, and ‘revoked’. Example [9] shows ‘deemed’ as an attributive process.

[9] . . . the notice(s) delivered shall be **deemed** [relational process] received on the date delivered. (PSCRP, no. 8 (D), 1 (iii), emphasis added)

The fifth and sixth relational processes are realized by ‘are’ and ‘has’. Each one of them occurs 29 times. The process ‘are’ mostly occurs in the corpus as attributive, as shown in example [10], which assigns the description ‘Obsolete’ to the carrier ‘All Prior Versions’.

[10] *All Prior Versions* **are** [relational process] *Obsolete* (PSCRP, emphasis added)

With regard to the relational process realized by ‘has’, which occurs 29 times, the attributes rather vary. The most common among them are ‘the (. . .) authority (. . .) to . . .’ (five occurrences) and ‘the/a right to . . .’ (five occurrences). Example [11] presents the attributive relational process ‘has’. Its participants are: ‘Seller’ (the carrier) and ‘the authority to execute this Agreement’ (the attribute).

[11] Seller warrants that *Seller* is the owner of the Property or **has** [relational process] *the authority to execute this Agreement*. (WCREPA, no. XXVII, emphasis added)

The verbal process ranks third in frequency within the corpus. It occurs 606 times. The five most frequent verbs that realize the verbal process are shown in Table 15 with their frequency distribution.

**Table 15**

*The Five Most Frequent Verbs That Realize the Verbal Process with their Frequency Distribution in the American Corpus*

	Verbal Process	Frequency Distribution
1	agrees	55
2	agree	40
3	required	34
4	writing	31
5	provided	25

By examining Table 15, the stem ‘agree’ is the most common one. It is the most recurrent in the form ‘agrees’, with 55 occurrences. Then ‘agree’ ranks second with 40 occurrences. The fact that the corpus contains contracts – which are official agreements – may explain why ‘agrees’ and ‘agree’ are used so frequently; the parties have to agree to do certain things or agree on some things.

Regarding the process ‘agrees’, the sayer is usually ‘(the) Buyer’ (thirty times) and ‘(the) Seller’ (22 times). Regarding the remaining occurrences, the sayer is ‘the other party’ once, it is ‘the undersigned Listing Broker’ once, and it is left for the parties to decide: Seller, Buyer or both once. Concerning the verbiage, in 46 occurrences, it comes in the form of the infinitival to, followed by a verb, as in ‘to sell . . .’, ‘to purchase . . .’, and ‘to pay . . .’. Moreover, the verbiage in six occurrences is a clause whether preceded by ‘that’ or not, and in the three remaining instances, it is a noun phrase. Example [12] shows the verbal process ‘agrees’ with the sayer ‘Seller’ and the verbiage ‘to sell the Property . . . and modified as follows: \_\_\_\_\_’.

[12] *Seller **agrees** [verbal process] to sell the Property in accordance with the terms and conditions of the Contract, except as amended and modified as follows: . . . \_\_\_\_\_* (PSCR, emphasis added)

As for the verbal process ‘agree’, the sayer is almost always plural: ‘the Parties’ (25 times), ‘(the) Buyer and Seller’ (nine times), ‘Seller and Buyer’ (four times), and ‘Buyer and Seller and their respective Broker(s)’ (once). Only once the sayer is singular, which is ‘Seller’ because the future simple tense is used with ‘agree’ in which the two choices ‘will’ and ‘will not’ are put to select from.

The third most frequent verbal process is ‘required’. It occurs 34 times. It only appears in the passive form, normally to form a non-finite clause. The verbiage is not only documents, conditions, counter offers, etc., but it also occurs as an action, such as ‘to deposit the Earnest Money’. Example [13]



shows an occurrence of a verbal process realized by the non-finite verb ‘required’. In this example, ‘All notices and demands’ is the verbiage. The fourth verbal process in Table 14 is ‘writing’. In its 31 occurrences, it is utilized in the phrase ‘in writing’ to specify that the form of communication is ‘writing’. Example [14] shows the verbal process ‘writing’.

[13] *All notices and demands* herein **required** [verbal process] or given hereunder shall be in writing. (CPALI, no. 19 (2), emphasis added)

[14] All notices shall be in **writing** [verbal process] and may be delivered by . . . (WCREPA, no. XIV, emphasis added)

The fifth most recurrent verbal process in the corpus is ‘provided’. It occurs 25 times, all in the passive voice. It denotes ‘stated’, usually in a particular paragraph, section, the agreement, etc. It is used to form a non-finite clause in 23 occurrences, and it is preceded by ‘as (. . .)’ in 19 of its occurrences, as in example [15], in which the verbiage is the content or provisions described in Paragraph 8(D)(2).

[15] Except as otherwise **provided** [verbal process] in Paragraph 8(D)(2) below, notices under this Contract may be made by a Party or by . . . . (PSCR, no. 8 (D), 1 (i), emphasis added)

The causative process is relatively low in frequency. There are 66 instances of it. The most common ones with their frequency distribution are shown in Table 16.

**Table 16**

*The Seven Most Frequent Verbs That Realize the Causative Process with their Frequency Distribution in the American Corpus*

	Causative Process	Frequency Distribution
1	required	16
2	made	7
3	hold	7
4	allowed	5
5	have	4
6	obligated	4

7	allow	4
---	-------	---

The most common causative process is ‘required’, which occurs 16 times. In all its occurrences, it is used in the passive and it is immediately followed by infinitival ‘to’, as in example [16], which is a causative material process. ‘Seller’ is the actor and ‘the aforementioned disclosures’ is the goal.

[16] *Seller shall be **required** [causative process] to provide the aforementioned disclosures . . . .* (WCREPA, no. VII, emphasis added)

With regard to the causative process ‘made’ (seven occurrences), in all its occurrences, it is a causative relational process, and the verb realizing the relational process is implicit. It is employed in the passive voice in six occurrences and in the active voice once. Example [17] presents the causative relational process ‘made’. In this example, the implicit relational process can be expressed by ‘become’. The carrier is ‘Any additional provisions . . . all parties’, and the attribute is ‘a part of this Agreement’.

[17] *Any additional provisions set forth on the attached exhibits, and initialed by all parties, are hereby **made** [causative process] a part of this Agreement.* (CSA, no. 17, emphasis added)

Similarly, the causative process ‘hold’ is found seven times in the corpus. It is only used as a causative relational process with an implicit verb realizing the relational process. It is only used with the attribute ‘harmless’, as in example [18]. Moreover, in two of these instances, the attribute precedes the carrier, as in example [19], where the carrier is ‘Seller’.

[18] *Buyer’s obligations to indemnify and **hold** [causative process] Seller harmless under this paragraph shall survive Closing and any termination of this Agreement.* (CSA, no. 4 (c), emphasis added)

[19] *Buyer . . . agrees to indemnify and **hold** [causative process] harmless Seller for any damage Seller may sustain . . . .* (CPALI, no. 6, emphasis added)

The causative processes ‘allowed’ (ranked fourth with five occurrences), ‘allow’ (ranked seventh with four occurrences) are crucial for defining the scope

of permissible actions as well as formalizing permissions. Example [20] shows the causative process ‘allowed’.

[20] Seller is **allowed** [causative process] to retain the Deposit to be applied to Seller’s damages . . . . (PSCR, no. 2 (B), emphasis added)

Each of the causative processes ‘have’ and ‘obligated’, which rank fifth and sixth, occurs four times. ‘Have’ is always a causative relational process. In two instances, the carrier is ‘the Property’ and the attribute is ‘inspected’. In the two other instances, the carrier is ‘. . . work’ and the attribute is ‘done’. Furthermore, the causative process ‘obligated’ is always a causative material process. Example [21] shows the causative processes ‘obligated’ and ‘have’ respectively.

[21] . . . Seller shall not be **obligated** [causative process] to furnish such materials and **have** [causative process] *such work done* . . . . (PSCR, no. 3 (A), emphasis added)

The existential process is infrequent, ranking as the sixth most frequent process in the corpus. It occurs 46 times. The five most frequent verbs realizing the existential process with their frequency distribution are shown in Table 17.

**Table 17**

*The Five Most Frequent Verbs That Realize the Existential Process with their Frequency Distribution in the American Corpus*

	Existential Process	Frequency Distribution
1	arising	13
2	is	10
3	are	8
4	existing	4
5	arises	3

The first most common existential processes is ‘arising’, which shows up in thirteen occurrences. ‘. . . claim(s) (. . . )’ is its most common existent (11 occurrences). For instance, example [22] shows the existential process ‘arising’ with the existent ‘any dispute or claim’.

[22] Buyer and Seller agree to mediate *any dispute or claim arising [existential process]* out of this Agreement, or in any resulting transaction, before resorting to arbitration or court action. (WCREPA, no. XXXI, emphasis added)

The second and third most frequent existential processes, ‘is’ and ‘are’ respectively, are used with the existential ‘there’ in all their occurrences. With both processes, the existents vary. ‘Is’ occurs ten times. In five of its occurrences, the existential process ‘is’ is used in the negative form ‘is no’ to assert the non-existences of something. In two occurrences, the two choices, the affirmative ‘is’ and the negative ‘is not’ are placed to check one. Moreover, in only one occurrence, the existential process ‘is’ is used in the affirmative form. Similarly, the existential process ‘are’, which occurs eight times, is followed by ‘no’ in six of its occurrences to denote the non-existence of an entity. Although the existential ‘are’ in the two remaining occurrences is in the affirmative form, the negative is implied as it appears in the main clause, as in example [23].

[23] The Seller has received *no* notice there are [existential process] any violations of State or Federal laws, municipal or county ordinances, or other legal regulations or requirements with respect to the Property, including . . . . (WCREPA, no. XVII (h), emphasis added)

The fourth most recurrent existential process is ‘existing’. It occurs four times. Example [24] shows one of its occurrences, and the existent is ‘the following items’. In the fifth rank of the most frequent existential processes lies ‘arises’. It occurs three times. It only occurs in conditional clauses along with ‘a dispute’ as the existent.

[24] *The following items*, if existing [existential process] on the Property, unless otherwise excluded, shall remain with the Property at no additional cost to Buyer: . . . . (OUCSREFRRL, no. 2 (C), emphasis added)

The mental process ranks sixth in the corpus. It is an infrequent process, occurring 36 times. The five most recurrent verbs that realize the mental process with their frequency distribution are presented in Table 18.

**Table 18**

*The Five Most Frequent Verbs That Realize the Mental Process with their Frequency Distribution in the American Corpus*

	<b>Mental Process</b>	<b>Frequency Distribution</b>
1	see	5
2	understood	5
3	intended	3
4	understand	3
5	finds	2

The two most frequent mental processes are ‘see’ and ‘understood’. Each of them occurs five times. The process ‘see’ is only mentioned in the imperative form to direct the reader to a specific attachment, supplement, subparagraph, or the part below in the contract. Example [25] shows an occurrence of ‘see’.

[25] . . . (or **see** [mental process] inventory attached) . . . . (CPALI, emphasis added)

The mental process ‘understood’ is mentioned in one of the two forms ‘it is (...) understood’ (three occurrences), or ‘if not understood, seek legal advice (...)’ (two occurrences), where the phenomenon refers to the ‘legally binding contract’. It is concluded from this that the focus is on the importance of understanding the contract. Similarly, the mental process ‘understand’ that ranks fourth in occurrence tying with ‘intended’ (three occurrences each) occurs in the following structure: ‘If you do not understand . . . , seek legal advice (...)’ (two occurrences), where the phenomenon refers to the ‘legally binding contract’ once and to ‘THE LEGAL EFFECT OF ANY PART OF THIS AGREEMENT’ once, or it occurs once in the structure shown in example [26].

[26] Check here if you are currently a licensed real estate broker in the state of Illinois and **understand** [mental process] appropriate disclosure is required to all prospective buyers of this property. (CPALI, no. 20, emphasis added)

The mental process ‘intended’ occurs three times, as in example [27], where the sender is ‘the Parties’ and the phenomenon is ‘its terms as a final,

complete, and exclusive expression of their Agreement with respect to its subject matter’.

[27] *Its terms are **intended** [mental process] by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter . . .* (NRREPA, no. 18, emphasis added)

The mental process ‘finds’ occurs in the fifth rank of the list of the most recurrent mental processes. It occurs twice in two sentences that are typically the same. One of them is shown in example [28], in which the senser is ‘Seller’ and the phenomenon is ‘such verification of funds is not acceptable’.

[28] *If Buyer fails to provide such documentation, or if Seller **finds** [mental process] such verification of funds is not acceptable, Seller may terminate this Agreement.* (WCREPA, no. IV, emphasis added)

The least frequent process in the corpus is the behavioral process. It occurs 13 times. The verbs that realize the behavioral process with their frequency distribution are shown in Table 19. The behavioral process is represented by verbs that carry one of three meanings: examining, reviewing, or making effort.

**Table 19**

*All Verbs That Realize the Behavioral Process with their Frequency Distribution in the American Corpus*

	Behavioral Process	Frequency Distribution
1	examine	3
2	inspect	2
3	inspected	2
4	reviewed	2
5	examined	1
6	made	1
7	make	1
8	review	1

The most recurrent behavioral process is ‘examine’, which is seen three times in the corpus. In all of these occurrences, the behavior is ‘Buyer’ and the phenomenon is ‘(the) Title Evidence’, as in example [29].

[29] *Buyer* shall have \_\_\_\_\_ days (ten (10) days if left blank) after receipt to **examine** [behavioral process] *the Title Evidence* . . . . (OUCSREFRRL, no. 7 (B), emphasis added)

The second, third, and fourth behavioral processes on the list are ‘inspect’, ‘inspected’, and ‘reviewed’. Each one of them occurs twice. As for the behavioral process ‘inspect’, in one occurrence, the behavior is ‘Buyer’ and the phenomenon is ‘all fixtures and equipment relating to plumbing, heating and cooling, electrical systems, and any other equipment or systems’, and in the other occurrence, the behavior is ‘licensed contractors or other qualified professionals’ and the phenomenon is ‘the Property’.

Regarding the behavioral process ‘inspected’, once the behavior is ‘a licensed exterminating company’ and the phenomenon is ‘the Property’, and in the other occurrence, shown in example [30], the behavior is implied as ‘the Buyer’ or ‘an agent chosen by the Buyer’ and the phenomenon is ‘the Property’. Concerning ‘reviewed’, in one of its occurrences, the behavior is ‘an attorney of Buyer’s choice’ and the phenomenon is ‘the Commitment’, and in the other occurrence, the behavior is ‘Buyer’ and the phenomenon is ‘the terms and conditions of the Property Inspection Addendum’.

[30] If the Buyer fails to have *the Property* **inspected** [behavioral process] or does not provide the Seller with written notice of the new disclosures on the Property, . . . . (NRREPA, no. 12, emphasis added)

The remaining behavioral processes are: ‘examined’, ‘made’, ‘make’, and ‘review’. Each one of them occurs once. ‘Examined’ has ‘an attorney of Buyer’s election’ as the behavior, and ‘an abstract of title covering the Property’ as the phenomenon. As for ‘made’, shown in example [31], the behavior itself is making a diligent effort, whereas the behavior of ‘make’ is making inspections.

Finally, ‘review’ has ‘Buyer’ as the behavior, and ‘any residential service contract’ as the phenomenon.

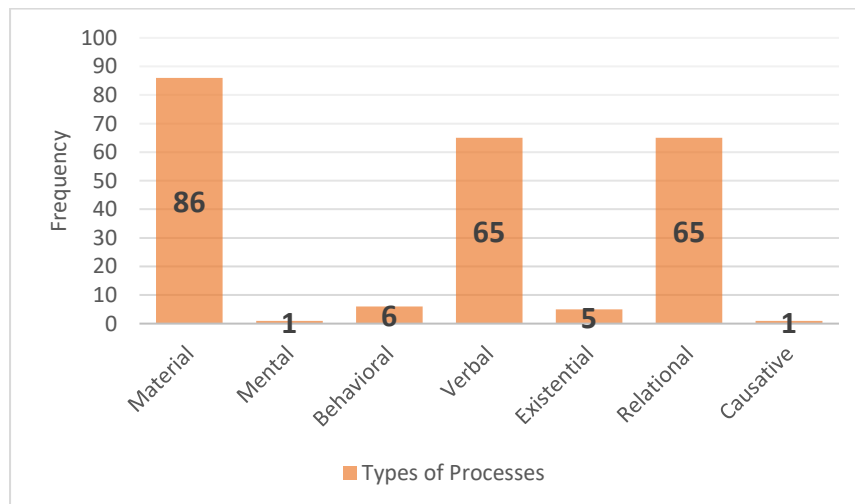
[31] . . . provided that Buyer has **made [behavioral process]** *a diligent effort* to obtain such a mortgage loan within the time specified above. (CPALI, no. 2 (B), 1, emphasis added)

## 6.1 Transitivity Analysis of the Egyptian Contracts

In order to examine how experience is construed in the Egyptian contracts and why, and in order to explore how distinct the language of Egyptian contracts is, the frequency of the process types in the corpus is released and the most recurrent processes in each type of processes are scrutinized. The process types are shown with their frequency distribution in the corpus in Figure 2.

**Figure 2**

*Frequency Distribution of the Process Types in the Egyptian Contracts*



This graph shows there is a great difference in numbers. Three processes are prevailing: the material, verbal, and relational processes, whereas the others are far infrequent. The five most frequent verbs that realize each process are scrutinized in the analysis. Following the system of analysis of the American contracts, if there are other entries that tie in number with the fifth, they are examined too.



The most frequent process is the material one. It occurs 86 times. The frequency distribution of the six most common verbs realizing it is shown in Table 20.

**Table 20**

*The Six Most Frequent Verbs That Realize the Material Process with their Frequency Distribution in the Egyptian Corpus*

Frequency	Material Process	
10	have been made/ have been paid/ have been breached/ have been drawn up(تم)	1
8	was/ had been conveyed(ألت)	2
7	have sold(باع)	3
7	have been drawn up(تحرر)	4
6	have waived(أسقط)	5
6	have assigned(تتازل)	6

The most common material process is 'تم' (have been made/ have been paid/ have been breached/ have been drawn up), which occurs ten times. It is followed by 'هذا البيع' (this sale) in six occurrences, by 'سداد' (paying) in two occurrences, by 'الاحلال' (breaching) in one occurrence, and by 'تحرير هذا العقد' (drawing up this contract) in one occurrence. Its translation depends on what comes after it as it indicates the past tense. Using 'تم' with the overt nominal of the verb is sometimes resorted to instead of using the verb itself in the passive. Therefore, for instance, the form 'تم سداد كامل الثمن' is preferred to 'سُدد كامل الثمن'. The use of 'تم' might be to emphasize the accomplishment of the action. Moreover, it is more familiar to Egyptians. Example [32] shows the verb 'تم' with the overt nominal of the verb 'باع' (sold), which is 'البيع' (the sale) instead of saying 'بيعت هذه الأرض الزراعية وقبلت بثمن'.

هذا البيع وقبل بثمن إجمالي جزافياً وقدره . . . . (عقد بيع نهائي [material process] تم [32] لأطيان زراعية، البند الثالث، تم إضافة التأكيدات)

[32] This sale **has been made** and accepted for an agreed total price of . . . . (Final Sale Contract for an Agricultural Land, the third article, emphasis added)

The second most recurrent material process is 'ألت' (was/ had been conveyed). In all its eight occurrences, the goal is the possession of the property. 'ألت' is used in the past tense because it indicates how the property

was possessed by the Seller before selling it in the contract. It can also refer to the possession of a property that was previously owned by someone else, as in example [33] where the verb 'آلت' occurs twice: the first occurrence refers to the second possession, whereas the second occurrence refers to the first possession.

[33] الملكية للطرف الأول بموجب التوكيل الرسمي العام . . . [material process] آلت اليها ملكية كامل [material process] من السيدة/ ..... التي آلت أرض ومباني العقار . . . بالشراء من السيد /..... ، . . . (نموذج وصيغة عقد بيع شقة سكنية – نموذج مصري، البند الثالث، تم إضافة التأكيدات)

[33] The possession **was conveyed** to the First Party under the general official power of attorney . . . from Ms./ ..... who *had possessed* all the land and buildings of the property . . . by purchasing them from Mr./....., . . . . (A Template and Form of a Residential Apartment Sale Contract – An Egyptian Template, the third article, emphasis added)

The material process 'باع' (have sold) occurs seven times. One instance is in the form 'باعه', where the actor is the attached pronoun 'ه' referring to 'الطرف الأول' (the first party), and the goal is 'المكان' (the place). However, in all the other occurrences of 'باع' (have sold), it is used with the material processes 'أسقط' (have waived), and 'تنازل' (have assigned) in their six instances each. They are coordinated in the triplet 'باع وأسقط وتنازل'. The goal indicates the property or a share of the property, and in one instance, the parties have to choose one of the types of the property mentioned. Example [34] shows an instance of the three material processes together. This coordination is considered redundant because of using 'أسقط' and 'تنازل', which give one meaning. In Almaany Algame dictionary, 'أسقط حقه' (waived his right) means 'تنازل عنه' (assigned it) and 'أسقط القضية أو الدعوى' (waived the case or the lawsuit) means 'توقف عن متابعتها، تنازل عنها' (Stopped following it, waived it) (Almaany, n.d.). Moreover, 'باع' alone gives the intended meaning, so it can be sufficient, and both 'أسقط' and 'تنازل' are relating to assignment contracts.

بكافة الضمانات القانونية والفعلية الطرف [material process] باع وأسقط وتنازل [34]  
الاول الي الطرف الثاني القابل لذلك ماهو المحل التجاري . . . . (عقد بيع محل تجاري،  
البند الثاني، تم إضافة التأكيدات)

[34] The First Party **has sold, waived, and assigned** with all legal and actual  
guarantees to the second party, who accepts that, the commercial store . . . .  
(Store Sale Contract, the second article, emphasis added)

The verb ‘تحرر’ (have been drawn up) occurs seven times in the corpus realizing a material process. In five occurrences, the goal is ‘this/ the contract’, as in examples [35] and [36]. The goal is once omitted, but it is also understood to be ‘this contract’, and it is once ‘شيك بنكي’ (a bank check). When the process ‘تحرر’ is used, the sentence highlights the number of copies of the contract, as in example [35], it highlights that the contract has been created between the parties involved, as in example [36], or it focuses on the complete description of the check being written.

العقد من نسختين . . . . (عقد بيع نهائي لأطيان زراعية، [material process] تحرر [35]  
البند التاسع، تم إضافة التأكيدات)

[35] The contract **has been drawn up** in two copies . . . . (Final Sale Contract for an  
Agricultural Land, the ninth article, emphasis added)

هذا العقد بين طرفيه. (عقد بيع نهائي لأطيان زراعية، ، تم [material process] تحرر [36]  
إضافة التأكيدات)

[36] This contract **has been drawn up** between its two parties. (Final Sale  
Contract for an Agricultural Land, emphasis added)

The number of occurrences of the relational process is the same as that of the verbal process, which is 65. Table 21 shows the eight most recurrent verbs that realize the relational process with their frequency distribution in the Egyptian contracts.

**Table 21**

*The Eight Most Frequent Verbs That Realize the Relational Process with their Frequency Distribution in the Egyptian Corpus*

Frequency	Relational Process	
7	(يحمل) have(	1
7	(يلتزم) is committed(	2
5	(يلي) follows(	3
4	(يُعتبر) is considered(	4
3	(تختص) have jurisdiction(	5
3	(يُعد) is considered(	6
3	(يقع) is responsible/ is located(	7
3	(تشمل) include(s)(	8

The most recurrent relational processes are 'يحمل' (have) and 'يلتزم' (is committed). Each occurs seven times. In all the occurrences of 'يحمل', the attribute is an ID card (number), which is followed by a blank for the Seller and Buyer to fill it in with their ID card numbers. In five of these occurrences, it is followed by 'بطاقة رقم قومي' (an ID card, literally: national number card), and in the other two occurrences, it is followed by 'رقم قومي' (literally: national number). This procedure is important in documenting the personal information of the Seller and Buyer.

The relational process 'يلتزم' (is committed) also occurs seven times. The obligations of the first party are four: handing over the apartment, as in example [37], paying an amount for each day of delay in delivery, submitting title documents and appearing before the competent authorities, and making an electric rising pole and contracting for the supply of electricity, water and the final measurements. As for the obligations of the second party, they are two: the payment of the real estate taxes of the sold apartment and all the prescribed governmental funds in full, and the payment of registration expenses and fees, real estate sales tax, validity and execution costs and fees. The remaining obligation is regarding the party violating the terms of the contract. This party is committed to paying an amount of money as a penalty clause.

الطرف الاول البائع بتسليم الشقة موضوع التعاقد فى [relational process] ويلتزم [37] موعده غايته . . . . (نموذج وصيغة عقد بيع شقة سكنية – نموذج مصري، البند الخامس، تم إضافة التأكيدات)

[37] The first party, the seller, **is committed** to handing over the apartment subject to the contract no later than . . . . (A Template and Form of a Residential Apartment Sale Contract – An Egyptian Template, the fifth article, emphasis added)

The relational process 'يلي' (follows) occurs five times in the corpus. It is followed by all the articles of the contracts in three occurrences, whereas in the other two occurrences, it is followed by some details about the property, and by the store boundaries, as in example [38].

-: [relational process] وحدودة كما يلي . . . يمتلك الطرف الاول المحل التجاري [38] الحد الشرقي ..... الحد الغربى ..... الحد الجنوبي ..... الحد الشمالي ..... (عقد بيع محل تجاري، تمهيد، تم إضافة التأكيدات)

[38] The first party owns the commercial store ... and its boundaries are as **follows**:-

The eastern boundary: ..... The western boundary: ..... The southern boundary: ..... The northern boundary: ..... (Store Sale Contract, preamble, emphasis added)

There are four instances of the relational process 'يُعتبر' (is considered). It is used in one of two cases. In the first case, the carrier is the signature of the first party, and the attribute is 'مخالصة تامة ونهائية عن كامل الثمن' (a complete and final release of the full price) or 'مخالصة باستلامه هذا المبلغ المقدم' (a release of its receipt of this provided amount of money', as in example [39]. In the second case, the carrier is '(. . .) التمهيد (. . .)' (the preamble), and the attribute is '(. . .) جزء لا يتجزأ من هذا العقد' (an integral part of this contract).

توقيع الطرف الأول على هذا العقد بمثابة مخالصة [relational process] ويعتبر . . . [39] باستلامه هذا المبلغ المقدم. (عقد بيع نهائي لأطيان زراعية، البند الثالث، تم إضافة التأكيدات)

[39] . . . The first party's signature on this contract **is considered** a release of its receipt of this provided amount of money. (Final Sale Contract for an Agricultural Land, the third article, emphasis added)

Each of the relational processes ‘تختص’ (have jurisdiction), ‘يُعد’ (is considered), ‘يقع’ (is responsible/ is located), and ‘تشمل’ (include(s)) occurs three times. As regards ‘تختص’ (have jurisdiction), the carrier is always ‘court(s)’ followed by a blank for the parties to fill in, choosing the court(s) that will deal with disputes, claims, or signature validity, if any, as in example [40]. Concerning the passive ‘يُعد’ (is considered), the attributes differ. In one occurrence, shown in example [41], the process ‘يُعد’ is considered repetitive, and it can be omitted.

محكمة ..... بنظر أي نزاع حول هذا [relational process] تختص [40]

العقد , وبصحة التوقيع . (عقد بيع نهائي محل تجاري، البند التاسع، تم إضافة التأكيدات)

[40] ..... court **has jurisdiction** to consider any dispute regarding this contract and the validity of the signature. (Final Sale Contract for a Store, the ninth article, emphasis added)

(عقد مخالصة نهائية. [relational process] واصبح توقيعه البائع علي العقد يعد . . . [41])

بيع نهائي محل تجاري، البند الثاني، تم إضافة التأكيدات)

[41] The seller's signature on the contract **is considered** a final release. (Final Sale Contract for a Store, the second article, emphasis added)

The relational process ‘يقع’ (three occurrences) occurs twice with the meaning of ‘is responsible’ in the clause ‘يقع على عاتق . . .’, as in example [42], and once with the meaning of ‘is located’. Regarding the relational process ‘تشمل’ (include(s)), in two instances, the carrier is ‘كافة الضرائب والرسوم المقررة على’ (all taxes and fees imposed on the unit), also shown in example [42], and in one occurrence, the carrier is ‘الشقة المباعة’ (the sold apartment).

كافة . . . الطرف الثاني وحدة [sic] على عاتق [relational process] يقع . . . [42]

الضريبة [relational process] الضرائب والرسوم المقررة على الوحدة وتشمل

والعوائد وأستهلاك الكهرباء والمياه وجميع مصروفات هذا لعقد ورسوم [sic] العقارية

. (عقد بيع محل تجاري، البند الحادي عشر، تم إضافة . . . تسجيلية والاشهار عنة

التأكيدات)

[42] . . . the second party only **is responsible** for . . . all taxes and fees imposed on the unit, which **include** property taxes, electricity and water consumption, all

expenses for this contract, and its registration and documentation fees . . . . (Store Sale Contract, the eleventh article, emphasis added)

As for the verbal process, it occurs 65 times (the same number of occurrences of the relational process). The frequency distribution of the six most common verbs realizing the verbal process in the Egyptian contracts is presented in Table 22.

**Table 22**

*The Six Most Frequent Verbs That Realize the Verbal Process with their Frequency Distribution in the Egyptian Corpus*

Frequency	Verbal Process	
29	يقر acknowledge(s)(	1
6	قبل have accepted(	2
5	أقر have/had acknowledged(	3
4	اتفق have agreed(	4
4	اتفقا (have) agreed(	5
4	تم have been agreed/ have been made/ have been described(	6

The overwhelming majority of occurrences goes to ‘يقر’ (acknowledge(s)). It is used 29 times to form verbal process clauses. In nineteen occurrences of ‘يقر’, the sayer is ‘the first party’ whether it is written as ‘الطرف الأول’ (the First Party), ‘الطرف الأول البائع’ (the First Party the Seller), ‘الطرف الأول (البائع)’ (the First Party (the Seller)), or ‘البائع’ (the Seller). In eight occurrences, the sayer is ‘the Second Party’ whether written as ‘الطرف الثاني’ (the Second Party), ‘الطرف الثاني المشتري’ (the Second Party the Buyer), ‘الطرف الثاني (المشتري)’ (the Second Party (the Buyer)), or ‘المشتري’ (the Buyer). In the last two occurrences, the sayer is ‘الطرفان’ (the two Parties) and ‘كل من الطرفين’ (both Parties). The process ‘يقر’ accompanies ‘the First Party’ more than ‘the Second Party’ because the Buyer needs to guarantee many rights; needs to be sure that the Seller is ready to provide all the papers and documents indicating ownership to the buyer, that the apartment/ sold store is free of all rights, etc. However, the Seller mainly needs to be sure that they will have their money without any subsequent problems. Therefore, when ‘يقر’ accompanies ‘the Second Party’,

the verbiage is the inspection of the property (and the attached property) (and also the acceptance of it) in five occurrences, it is the receipt of the store (after inspecting it and the satisfaction and acceptance of it) in two occurrences, and it is the payment of all the expenses and fees related to the sale contract registration procedures in one occurrence. Example [43] shows the verb 'يقر' with 'الطرف الأول (البائع)' (the First Party (the Seller)) as its sayer, and the verbiage 'أنه الحائز الفعلي والقانوني لقطعة الأرض المباعة محل هذا العقد' (it is the actual and legal owner . . . this contract).

الطرف الأول (البائع) بأنه الحائز الفعلي والقانوني لقطعة [verbal process] يُقر [43] الأرض المباعة محل هذا العقد، . . . (صيغة عقد بيع أرض زراعية، البند الرابع، تم إضافة التأكيدات)

[43] *The First Party (the Seller) acknowledges that it is the actual and legal owner of the sold piece of land subject to this contract, . . . (A Form of an Agricultural Land Sale Contract, the fourth article, emphasis added)*

The past tense of 'يقر' (acknowledge(s)), which is 'أقر' (have/had acknowledged), is also frequent. It occurs five times. The sayer refers to the parties: 'الطرفين/ الطرفان' (both parties) (in three occurrences), 'طرفي العقد' (both contract parties) (in one occurrence) and 'كل من الطرفين' (each of the two parties) (in one occurrence). The verbiage refers to the parties' 'capacity to (contract and) act'. Another verbiage is added to the capacity in one occurrence which is that the two parties are not subject to the guard provisions. The verbiage is written in slightly different ways in the different instances, as shown in example [44], where the verbiage is 'كامل اهليتهما القانونية والفعالية للتعاقد والتصرف' (their full legal and actual capacity to contract and act).

الطرفان بكامل اهليتهما القانونية والفعالية للتعاقد والتصرف [verbal process] وقد أقر [44] (عقد بيع نهائي محل تجاري، تم إضافة التأكيدات) . . .

[44] *The two parties have acknowledged their full legal and actual capacity to contract and act . . . (Final Sale Contract for a Store, emphasis added)*

The second most frequent verbal process is 'قبل' (have accepted), which occurs six times in its active voice form. When 'قبل' (have accepted) is used, the



verbiage indicates the purchase of the property, as in example [45], or the property itself.

[45] **verbal** وانه قبل . . . يقر الطرف الثاني المشتري بانه قد عاين المحل المباع [45] (عقد بيع محل تجاري، البند . . . شرائه بالحالة التي هو عليها عند التعاقد **process**) (الخامس، تم إضافة التأكيدات)

[45] The second party, the buyer, acknowledges that it has inspected the sold store . . . and that it **has accepted** its purchase as is at contracting. . . . (Store Sale Contract, the fifth article, emphasis added)

Each of the verbal processes that rank fourth 'اتفق' (have agreed), fifth 'اتفقا' ((have) agreed), and sixth 'تم' (have been agreed/ have been made/ have been described) occurs four times. In all the instances of 'اتفق' (have agreed) and the dual form 'اتفقا' ((have) agreed), the sayer refers to the two parties. With 'اتفق', the verbiages differ, while 'اتفقا' is always mentioned in the preamble and the verbiage is 'the following:' followed by a list of points that are the articles of the contract. Example [46] shows the verbal process 'اتفق'.

[46] **verbal process** اتفق الطرفان على أن جميع مصروفات ورسوم التسجيل وما يلزمها من دعاوى صحة ونفاذ العقد وصحة التوقيع عليه يتحملها الطرف الثاني المشتري (نموذج وصيغة عقد بيع شقة سكنية – نموذج مصري، . . . على أن يلتزم الطرف الأول البند الثامن، تم إضافة التأكيدات)

[46] The two parties **have agreed** that all registration expenses and fees and the necessary claims regarding the validity and enforceability of the contract and the validity of signing it shall be borne by the second party, the buyer, provided that the first party is committed to . . . . (A Template and Form of a Residential Apartment Sale Contract – An Egyptian Template, the eighth article, emphasis added)

The verbal process 'تم' (have been agreed/ have been made/ have been described) occurs four times, followed by 'الاتفاق' (the agreement) twice, by 'التعاقد' (contracting) once, and by 'وصفها' (its description) once. In the case of 'تم', the overt nominal of the verb is preferred to using the verb itself in the passive. See the analysis of the material process 'تم' in the third paragraph of this section.

The infrequent processes are: the behavioral process (six occurrences), existential process (five occurrences), mental process (one occurrence), and causative process (one occurrence). Each one of them is realized by one verb. They are presented in Table 23 with their frequency distribution.

**Table 23**

*The Infrequent Processes Along with the Verbs Realizing them and their Frequency Distribution in the Egyptian Corpus*

Process Type	The Verb Realizing the process	Frequency Distribution
Behavioral process	عاين have inspected( )	6
Existential process	ينشأ arise(s)( )	5
Mental process	ارغب have wanted( )	1
Causative process	يُؤلزم is obligated( )	1

The behavioral process is realized by the verb 'عاين' (have inspected). It occurs six times. In two of them, a pronoun is attached to the verb. The behavior is always the second party/ the buyer. The phenomenon indicates the property. However, in example [47], the phenomenon of the first occurrence of 'عاين' is 'المكان موضوع هذا العقد والملحقات' (the place subject to this contract and the annexes), whereas it refers to 'الحالة الراهنة' (the current condition) of the place and its annexes in the second occurrence.

المكان موضوع هذا العقد [behavioral process] الطرف الثاني يقر بأنه عاين [47] والملحقات المعايين التامه النافية للجهالة شرعا. قبل الشراء بالحالة الراهنة كما عاينها . (عقد بيع نهائي تمليك، رقم ٢، تم إضافة التأكيدات) [behavioral process]

[47] The second party acknowledges that it **has** thoroughly **inspected** the place subject to this contract and the annexes, in a manner that excludes legal ignorance. It has accepted the purchase in the current condition as it **has inspected** it. (Final Sale Contract, no. 2, emphasis added)

The verb 'ينشأ' (arise(s)) occurs five times. 'ينشأ' is the only verb that realizes the existential process. In four of its occurrences, the existent is 'any dispute/ disputes' and in one occurrence, the existent is 'claims'. Example [48] shows a sentence including 'ينشأ', where 'أى نزاع' (any dispute) is the existent.

حول تفسير أو [existential process] تختص محاكم — بنظر أى نزاع ينشأ [48] تطبيق بنود هذا العقد. (صيغة عقد بيع أرض زراعية، البند الثامن، تم إضافة التأكيدات)

[48] The courts of — have jurisdiction to consider any dispute **arising** over the interpretation or application of the terms of this contract. (A Form of an Agricultural Land Sale Contract, the eighth article, emphasis added)

The sole mental process is realized by the verb ‘رغب’ (have wanted). The senser is ‘الطرف الاول’ (the first party), and the phenomenon refers to selling the aforementioned store ‘بيع المحل المذكور’, shown in example [49].

[49] عقد . . . في بيع المحل المذكور [mental process] وحيث ان الطرف الاول **رغب** بيع محل تجاري، تمهيد، تم إضافة التأكيدات)

[49] And whereas *the first party has wanted to sell the aforementioned store* . . . (Store Sale Contract, preamble, emphasis added)

The single instance of the causative process is realized by the passive verb ‘يلزم’ (is obligated). It is a causative material process. It is shown in example [50]. The actor is any party to this contract that breaches any of the obligations imposed on them by law or agreement, and the goal is ‘تعويض اتفاقي’ (an agreed compensation).

[50] في حالة إخلال أي طرف من أطراف هذا العقد بالتزام من الالتزامات المفروضة . . . بأن يدفع للطرف الآخر تعويض اتفاقي [causative process] عليه قانوناً أو اتفاقاً **يلزم** (عقد بيع محل تجاري، البند العاشر، تم إضافة التأكيدات). . . .

[50] . . . in case any party to this contract breaches any of the obligations imposed on it by law or agreement, it **is obligated** to pay the other party an agreed compensation . . . (Store Sale Contract, the tenth article, emphasis added)

## 7.1 Transitivity Comparison between the American and Egyptian Corpora

In this section, a comparison is drawn between the American and Egyptian corpora regarding the frequency of the process types, as well as the most recurrent verbs realizing these processes. The frequency distribution of the processes of both corpora is shown in Table 24 with the percentages of their occurrences.

**Table 24**

*The Frequency Distribution of the Processes in the American and Egyptian Corpora with the Percentages of their Occurrences*

Process	Frequency			
	American corpus		Egyptian corpus	
	Number of occurrences	Percentage	Number of occurrences	Percentage
Material	1361	47.26%	86	37.56%
Mental	36	1.25%	1	0.44%
Behavioral	13	0.45%	6	2.62%
Verbal	606	21.04%	65	28.38%
Existential	46	1.59%	5	2.18%
Relational	752	26.11%	65	28.38%
Causative	66	2.29%	1	0.44%
<b>Total</b>	<b>2880</b>	<b>100%</b>	<b>229</b>	<b>100%</b>

When looking at the seven processes in the American and Egyptian corpora, it is found that three processes, the material, verbal, and relational processes, are far more recurrent than the other processes.

The most frequent process in the American and Egyptian corpora is the material process. In the American corpus, it accounts for slightly less than half of the occurrences. It occurs 1361 times (47.26%). On the other hand, in the Egyptian corpus, the material process accounts for a little more than one third of the occurrences. It occurs 86 times which is equal to 37.56%. The material process is significant in describing actions, and obligations. It is also used in specifying conditions and their legal consequences.

**Table 25**

*The Most Common Material Processes in the American and Egyptian Corpora*

Material Process		
	American Corpus	Egyptian Corpus
1	check	have been made/ have been paid/ have been breached/ have been drawn up( .. تم
2	provide	was/ had been conveyed( ألت )
3	pay	have sold( باع )
4	delivered	have been drawn up( تحرر )
5	fails	have waived( أسقط )
6		have assigned( تنازل )

By looking at Table 25, which presents the most common material processes in both corpora, the action of paying is the only one that is common in both corpora. The focus of the American corpora is more on the actions of checking, providing, delivering, and failing. In contrast, the Egyptian corpus focuses more on selling, conveying, drawing up, waiving, and assigning.

The mental process is among the uncommon processes in the American and Egyptian corpora. However, it is much more infrequent in the Egyptian corpus. It occurs 36 times (1.25%) in the American corpus, whereas there is a sole occurrence in the Egyptian corpus (0.44%). The most frequent mental processes of the American corpus along with the sole occurrence of the mental process in the Egyptian corpus is shown in Table 26.

**Table 26**

*The Most Frequent Mental Processes in the American Corpus Along with All Mental Processes in the Egyptian Corpus*

	Mental Process	
	American Corpus	Egyptian Corpus
1	see	) have wanted (رغب )
2	understood	
3	intended	
4	understand	
5	finds	

The mental process is used in the American corpus to express perception, cognition, and desire, while in the Egyptian corpus, it just conveys desire. The infrequency of the mental process in the American and Egyptian contracts can be interpreted as the language of contracts is not mainly that of sensing.

The behavioral process is the least frequent in the American corpus, occurring thirteen times that is equal to 0.45%. It is also infrequent in the Egyptian corpus, but not to that extent. It occurs six times, which is equal to 2.62%. Table 27 lists every occurrence of the behavioral processes in the American and Egyptian corpora.

**Table 27***All Behavioral Processes in the American and Egyptian Corpora*

Behavioral Process		
	American Corpus	Egyptian Corpus
1	examine	) عاين have inspected(
2	inspect	
3	inspected	
4	reviewed	
5	examined	
6	made	
7	make	
8	review	

Although the behavioral process is more recurrent in the Egyptian corpus than in the American corpus, it is realized by one verb in the Egyptian corpus, which is 'عاين' (have inspected). The inspecting or examining behavior is also found in the American corpus in addition to reviewing, and making an effort. The infrequency of the behavioral process in both corpora is because contracts of purchase and sale are not mainly about physiological and psychological behavior.

The verbal process is more common in the Egyptian contracts than in the American contracts. It occurs a little more than a quarter of the processes in the Egyptian corpus, which is 65 times equal to 28.38%, while it occurs a little less than a quarter of the processes in the American corpus, which is 606 times equal to 21.04%. The verbal process is considered one of the most important processes in the language of contracts. It is mainly used to express communication (chiefly written), commitment and obligation. Table 28 presents the most frequent verbal processes in both corpora.

**Table 28***The Most Common Verbal Processes in the American and Egyptian Corpora*

	Verbal Process	
	American Corpus	Egyptian Corpus
1	agrees	يُقر (acknowledge(s))
2	agree	قبل (have accepted)
3	required	أقر (have/had acknowledged)
4	writing	اتفق (have agreed)
5	provided	اتفقا ((have) agreed)
6		تم (have been agreed/ have been made/ have been described) ..

The verbal process stem ‘agree’ that is dominantly utilized in the American corpus is also frequent in the Egyptian corpus in ‘اتفق’ (have agreed), ‘اتفقا’ ((have) agreed), and ‘تم..’ (have been agreed).

The existential process is relatively infrequent in the American and Egyptian corpora. There are 46 occurrences of the existential process in the American corpus (1.59%) and five occurrences in the Egyptian corpus (2.18%). Table 29 shows the most recurrent existential processes in the American corpus along with all of the existential processes that appear in the Egyptian corpus.

In the Egyptian corpus, the existential process is only realized by the verb ‘ينشأ’ (arise(s)), which is also found in the American corpus in the forms ‘arising’ and ‘arises’. It is used to highlight the existence or absence of entities. Its infrequent use is not surprising as it is not in general common in language.

**Table 29***The Five Most Common Existential Processes in the American Corpus Along with All Existential Processes in the Egyptian Corpora*

	Existential Process	
	American Corpus	Egyptian Corpus
1	arising	ينشأ (arise(s))
2	is	
3	are	
4	existing	
5	arises	

It is somewhat unexpected to find that the relational process is more common in the Egyptian corpus than the American corpus. The relational process occurs 752 times equal to 26.11% in the American corpus, while it occurs 65 times equal to 28.38% in the Egyptian corpus. This unexpectedness is due to the fact that in the Arabic language, the present form of verb ‘be’ is usually implied, as in example [51].

... بأنه الحائز الفعلى والقانونى لقطعة الأرض المبيعة . . . . (صيغة عقد بيع أرض [51])

زراعية، البند الرابع، تم إضافة التأكيدات)

[51] . . . that it **is** the actual and legal owner of the sold piece of land . . . . (A Form of an Agricultural Land Sale Contract, the fourth article, emphasis added)

The most common relational processes in the American and Egyptian contracts are presented in Table 30. Different forms of verb ‘to be’ and verb ‘to have’ (also as translated from Arabic to English) are among the most common relational processes in both corpora. The relational process ‘deemed’ is parallel to ‘يُعتبر’ (is considered) and ‘يُعد’ (is considered). The relational process establishes relationships between entities.

**Table 30**

*The Most Common Relational Processes in the American and Egyptian Corpora*

	Relational Process	
	American Corpus	Egyptian Corpus
1	is	يحمل (have)
2	be	يلتزم (is committed)
3	have	يلي (follows)
4	deemed	يُعتبر (is considered)
5	are	تختص (have jurisdiction)
6	has	يُعد (is considered)
7		يقع (is responsible/ is located)
8		تشمل (include(s))

The last process for the analysis is the causative process. It is rather infrequent in the American corpus, and highly infrequent in the Egyptian corpus. It occurs 66 times (2.29%) in the American corpus, and only once (0.44%) in the Egyptian corpus. Table 31 shows the most frequent causative



processes in the American contracts along with the only occurrence in the Egyptian contracts.

**Table 31**

*The Most Frequent Causative Processes in the American Corpus Along with All Causative Processes in the Egyptian Corpus*

	Causative Process	
	American Corpus	Egyptian Corpus
1	required	يُلزم (is obligated)
2	made	
3	hold	
4	allowed	
5	have	
6	obligated	
7	allow	

The Egyptian corpus resorts to ‘يُلزم’ (is obligated) as the single occurrence of a causative process, while the American corpus employs ‘obligated’ and others. The causative process is mainly used to assign responsibility, and express permission and obligation.

## 8.1 Findings and Conclusion

The results show the distinct representation of the language of the American and Egyptian contracts of purchase and sale through the use of transitivity. Some processes tend to be much more frequent than others and they are realized by specific verbs. Regarding the most frequent processes examined in the corpora, the material process is by far the most recurrent in the American contracts (47.26%) and the Egyptian contracts (37.56%) since it is crucial in describing actions and obligations. It is followed by the relational process (26.11%), then the verbal process (21.04%) in the American corpus. On the other hand, in the descending order after the material process comes the relational and verbal processes that tie in their frequency (28.38% each) in the Egyptian corpus. Because verb ‘to be’ can be implicit in Arabic, it is rather unexpected to find that the relational process is a little more recurrent in the Egyptian corpus than the American. The relational process establishes

relationships between entities, while the primary function of the verbal process is expressing communication (chiefly written), commitment and obligation. The Egyptian corpus focuses more on communication through the verbal processes than the American corpus, especially by using 'يقر' (acknowledge(s)). As for the American corpus, the causative process (2.29%) ranks fourth, the existential process (1.59%) ranks fifth, the mental process (1.25%) ranks sixth, and the least frequent process is the behavioral (0.45%). On the other hand, in the Egyptian contracts, the behavioral process (2.62%) is the fourth most frequent process, followed by the existential process (2.18%). At the bottom lies two processes: the mental and causative processes (0.44% each). The existential and causative processes are not seen much in the corpora as they have a special nature. The existential process relates to the existence or absence of entities and the causative process needs an agent. Nevertheless, the American corpus tends to use the causative process more mainly in order to assign responsibility, and to express permission and obligation. The mental processes are not frequent as the corpora are contracts of purchase and sale, which are not concerned with sensing. Furthermore, the contracts are not intended for expressing physiological and psychological behavior, which accounts for the infrequency of the behavioral process.

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## دراسة تقابلية مبنية على علم المدونات لعقود قانونية أمريكية ومصرية مختارة

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### المستخلص:

كثيرا ما يتم التعامل مع عقود الشراء والبيع القانونية من قبل أشخاص عاديين ، الذين يجب أن يزداد فهمهم للغة هذه العقود. يهدف هذا البحث إلى مقارنة نظام التعدي (transitivity system) للعقود القانونية الأمريكية والمصرية للتعرف على كيفية تفسير الخبرة وسبب هذا التفسير. بالإضافة إلى ذلك، يحاول البحث إثراء أدب الخطاب القانوني العربي حيث أن الدراسات في هذا المجال نادرة جدًا. كما يحاول البحث إثبات تميز لغة العقود. تستخدم الدراسة نظام التعدي الموجود بالقواعد الوظيفية النظامية (Systemic Functional Grammar) (2014) لهاليداي (Halliday) كإطار نظري للتحليل النوعي. كما أنها تستخدم نهج مبنية على علم المدونات للتحليل الكمي. ويتكون النص المتخذ للتحليل من ستة عقود بيع وشراء أمريكية وستة عقود بيع وشراء مصرية. وتظهر النتائج تميز كلتا لغتي العقود عن طريق استخدام عمليات معينة تتحقق بأفعال خاصة. إن العقود الأمريكية والمصرية تلجأ في الغالب إلى العمليات المادية (material processes) لوصف الأفعال والالتزامات، وتستخدم بشكل متكرر عمليات العلاقات (relational processes) والعمليات اللفظية (verbal processes). أما العمليات الأخرى فهي نادرة لأن العمليات الوجودية (existential processes) والسببية (causative processes) لها طبيعة خاصة. ولا تهتم مثل هذه العقود بالاستشعار أو السلوك الفسيولوجي والنفسي، وهو ما يفسر ندرة العمليات العقلية (mental processes) والسلوكية (behavioral processes).

**الكلمات المفتاحية:** عقود الشراء والبيع - نظام التعدي - القواعد الوظيفية النظامية - علم المدونات.