

## **CHAPTER I**

### **Introduction**

This chapter contains of introductory of the study which is divided into several sub-chapters. The sub-chapters are background of the study, research question, purpose of the study, scope of the study and significance of the study.

#### **1.1. Background of the Study**

Modality is the speaker's assessment of the probability of what s/he is saying (Halliday, 1970) and one of two significant parts in the interpersonal function besides mood (Huang, 2001). In the last decade, modality has become an issue that often to be analyzed by many researchers.

The previous study in modality had been conducted by Jian Xu (2009) in advertising text. The research entitled "Interpreting Metaphor of Modality in Advertising English" aimed to interpreting metaphor of modality and its functions in advertising. Jian Xu used theories of modality and metaphor of modality in systemic-functional grammar to analyze metaphor of modality in advertising English to reflect complex semantic connotations and their functions, attempting to reveal how advertisers initiate their discourse with potential customers, establish appropriate interpersonal relationships and achieve their business purposes via metaphor of modality. The result showed that there were three main functions of modality in

advertising; Showing Subjectivity and Objectivity, Expressing Politeness, Discourse Cohesion.

Another previous study in modality also had been conducted by Anke Schulz (2008). The research that was conducted by Anke Schulz entitled “Tense, Modality and Polarity: The Finite Verbal Group in English and German Newsgroup Texts”. The research aimed to describe original texts of naturally occurring English and German language so that the variations in parallel translations can be investigated on the basis of the similarities and differences between English and German language systems. Systemic Functional Grammar of Halliday was the theory that was used to conduct the research. There were several results of the research. The first, in the German texts the distribution between modalization and modulation is fairly even but in the English texts more than two thirds of all modal auxiliaries express modalization. The second was that in German text modalizing auxiliary expressed usuality did not appear at all.

The research about modality also had been conducted in the aspect of legal text by Germana D’Aquistò and Stefania D’Avanzo (2009) from Università degli Studi di Napoli Federico II. Legal document or legal text is a document or text which has a special way to write depends on the purpose of the document or text and always produced by legal institution or organization (Taylor, 1998). In the research entitled “The Role of SHALL and SHOULD in Two International Treaties”, they intended to

analyze the language of two international treaties, the United Nations Charter (1945) and the European Convention on Human Rights (1950), more specifically from the aspect of use of modal 'shall' and 'should' translated into Italian in some very different ways. The theory of legal translation was used to conduct their research. The result obtained from the research was that the deontic value of SHALL in the English version of the United Nations Charter is imprecise and ambiguous if compared with its Italian translation. Another result was that In European Convention on Human Rights, the Italian translation disambiguates the semantic values conveyed by the source text.

The research of modality in legal text also had been conducted by Klaudia Gibova. The research entitled "Modality in EU Institutional-Legal Documents", aimed to explore the pragmatics of prescriptive and performative modality used to convey different degrees of obligation in EU legislation. The theory that was used by Klaudia Gibova to conduct the research was pragmatic theory. The result of the research showed that modality 'shall' and 'may' was the most frequent modal in the examined reference corpus.

Another previous study which also used modality in legal text to be a focus of the study was a research entitled "*Modality in Legal Texts: An Analytic Study in Translation between English and Arabic*" which was conducted by Yasser Salim Hilal Al Mukhaini (2008) from Universiti Sains Malaysia. There were several

purposes of this research. The first, to describe 'Modality' as a language universal concept and as a conceptual and linguistic category in English and Arabic with reference to semantic, functional and pragmatic perspectives. The second purpose was to carry out a contrastive analysis of the linguistic realization of the category in both languages. The third was to point out the points of contrast and/or similarity between the two languages with particular reference to the translation of a sample of authentic legal texts in both languages. And the last was to postulate some practical and procedural guidelines for translators working on legal text with particular reference to this problematic issue. The result that obtained from this research was that both languages (Arabic and English) hold a different type of realization of modal expressions but despite this fact both languages can similarly provide syntactic, semantic and/or means of realization.

In enriching the study on modality, the present study is conducted to analyze the using of modality of a legal document on Export that is written in English and Indonesian Versions. This study uses Halliday's theory of modality to analyze the comparison of the using of modality system In the English version and Indonesian version.

The study about modality in legal text actually had been done by Germana D'Aquisto and Stefania D'Avanzo (2009), Klaudia Gibova, and Yasser Salim Hilal Al Mukhaini (2008) but the theories was different from the present study. In the

previous study, the theories that were used to conduct the research of modality on legal text were legal translation theory (Germana D'Aquisto and Stefania D'Avanzo (2009) and Yasser Salim Hilal Al Mukhaini (2008)) and pragmatic theory (Klaudia Gibova) whereas in the present study, the writer uses Halliday's theory of modality. The present study also compares the using of modality between English version and Indonesian version of legal text.

The Halliday's theory of modality and comparison of two languages actually had been also used in the previous study that was conducted by Anke Schulz (2008). The differences between the previous study and the present study appear on the type of text and the languages that are compared. The text that was used by Anke Schulz in the previous study was newspaper whereas in the present study, the writer uses a bilingual legal text on export. The compared languages in previous study were English and German whereas in the present study, the languages are Indonesian and English.

## **1.2. Research Question**

Through reviewing the background above, the writer formulates the research questions as stated below:

What modality systems function in the clauses in the English and Indonesian Versions of a legal document on Export?

There are two sub-questions used to help the writer in answering the main question. Here are the sub-questions:

1. What orientations of modality system function in the clauses in the English and Indonesian versions of a legal document on export?
2. What types and degrees of modality system function in the clauses in the English and Indonesian versions of a legal document on export?

### **1.3. Purpose of the Study**

In case of answering the research question above, there are four purposes fill up this study. The first purpose of the study is to analyze the modality system of clauses functions in the English and Indonesian versions of a Legal Document on Export. The second one, the study aims to analyze the orientation of modality system of clauses that is mostly used in the English and Indonesian versions of a Legal Document on Export. The last, this study aims to analyze the type and degree of modality system of clauses that is mostly used in the English and Indonesian versions of a Legal Document on Export.

### **1.4. Scope of the Study**

The writer will focus on the modalities that are appeared in page 13-24 of the English and Indonesian versions of a Legal Document on Export. The data will be analyzed by using Halliday's theory of modality.

### **1.5. Significance of the Study**

The result of this study is expected to enrich the research of legal text moreover the research about modalities in the legal document. Besides, by doing this research the reader's knowledge about the modality system and legal text can improve. This research also can enrich the reader's knowledge about the using and the importance of modalities in legal text. For the translator, this research also expected to be a good material to translate legal text.

## CHAPTER II

### Literature Review

The aim of this chapter is to review what experts say about related topics of present study. This chapter contains of register of export, theory of Systemic Functional linguistics, Transitivity and theory of modality system.

#### 2.1. Register of Export

Register is an analysis of situational context in terms of field, tenor and mode (Halliday, 1985). The register variation is under concept of metafunction theory that can be understood in three features. The first feature is field. Field refers to what is happening, to the nature of the social action that is taking place. The second feature is tenor. Tenor refers to who is taking part, to the nature of participants, their status and roles. Then, the third is mode. Mode refers to what part the language is playing and what is the expectation of participant to do by the language for them in that situation (Halliday, 1978).

These components are concerned to the term of language metafunction; ideational, interpersonal and textual metafunction in Systemic Functional Linguistic theory (Halliday, 1985). Ideational metafunction relates to Field in expresses what's happening , what's being done , what's felt and what the state is and so on (Cheng Yumin, 2007). Interpersonal function relates to Tenor that deals with the function to express social and personal relations. This includes the various ways the speaker



enters a speech situation and performs a speech act (Hu Zhuanglin, 1988). Lastly, textual function relates to Mode that refers to language-oriented and deals with cohesive and coherent text production by organizing and structuring the linguistic information in the clause (Halliday, 1981).

Register of export means that a study on situational context of export by three features of register; field, tenor and mode. Field reveals the exporting process, Tenor reveals the participant in exporting process and Mode reveals the communication that links participants in exporting process, either in spoken or written.

### **2.1.1. Field of Exporting Process**

Field refers to the topics and action which language express. In export, the field feature refers to its process. According to Hamdani (2008), there are twelve steps in Exportation process. As the saling process, offering merchandise to importer is the first thing that must be done by the exporter. This process usually called as correspondence activity. The correspondence also includes negotiation activity. The negotiation involves the type of goods, quality, prices, and delivery terms. After the importer agrees with the offering, the trade contract between importer and exporter will be made and signed by the importer and exporter. In the signature of trade contract, the two parties (exporter and importer) must involve an experienced lawyer who knows the intricacies of exporting because the trade contracts are extremely important in international trade.

After the trade contract is signed, the importer opens an L/C (Letter of Credit) in a bank then informs it to the exporter. Next step is the exporter prepares the commodity which has been ordered by the importer based on the Trade Contract include the documents such as packing list commercial, invoice, and certificate of the quality. After all of the document and commodity are ready, the exporter are obliged to enroll the Notification of the Commodity or PEB to the bank.

After those processes done, the next process that must be done is shipping process. In shipping activities, the exporter has two options. First the exporter can order the room to send goods by sending a shipping instruction to the shipping company or Airline Company or second the exporter does it by himself with complete documents. This process will be started with the checking process of the commodity and documents that are done in Bea Cukai before the export happen. The commodity and document are tested the compatibility each other to show its validation. Then Bea Cukai issues a Certificate of Origin as a proof that shows the commodity is valid and safe after that the exporter submit it to the Ministry of Trade. After the entire documents are ready, the exporter informs the importer that the commodity is already sent. Then the exporter can take the L/C through the bank, to get the payment, by showing a document which is proved that the commodity is already sent.

Those are the process that must be fulfilled by the exporter and importer to perform the legal activity of export.

### **2.1.2. Tenor of Exporting Process**

Tenor refers to who is taking part, to the nature of participants, their status and roles. The tenor in the exporting process involves exporter, importer, government institutions and airline or freight companies. Exporter is the seller of the goods that is prepared to be sold. Importer is the buyer of export goods. The next participant in exporting process is the government institution. The government institutions in Indonesia that involve in exporting process are the Ministry of Trade, The Directorate General of Foreign Trade, Ministry of Finance and The Indonesian Customs. The Ministry of Trade, through the Director General of Foreign Trade (DGFT), officiate to control the exporting process by producing the General Policy on Export, while the Ministry of Finance and The Indonesian Customs, controls the physical movement of goods and services and the transactions of foreign exchange (both inflow & outflow) from the country. Receipts of proceeds of exports by way of foreign exchange and payment for imports to foreign suppliers by way of foreign exchange are to be routed through normal banking channels only. The airlines and freight companies has the role in distributing the goods, the exporter can used one of them or both.

In addition, Roselyne (1995) also stated another eight participants that support the exporting process. The first is Product Maker that acts as the one who produce the commodity to be exported. The second is the participant which buys goods from manufacturers of goods and specializes in trade with certain countries that need these items. The participant is called as Export Merchant House. Third,

Confirming House which acts as an intermediary goods makers for the importer and usually responsible for the shipment of the goods and payment to exporter. The fourth participant is called as Buying Agent. The duty of Buying Agent is performing the action to be an agent for one or more certain importer. The Fifth is Trading House. Trading House is a business entity that gathers the goods requirement for exported and imported. Then, Consignment Agent which acts as selling agent to the importer. The seventh is the insurance that has the duty to insure goods shipped according to the required value, which issued the certificate/insurance policy to cover the risks as well as the desired finish bills/claims losses when there is exist. and the last participant is Surveyor who is appointed by the Government authorities in quality inspection, the amount of goods and so forth as well as checking certain export goods in a country where the arrival of the goods with the issuance of the report of the examination letter (LKP) and check the truth of the imported goods in a country of origin of imported goods.

### **2.1.3. Mode of Exporting Process**

The mode of exporting process is the general provision of export as the one of legal texts. The term *legal*, based on the dictionary of Oxford, closely related to the law and the term *text* defines as the written printed form. Therefore the legal text is the written form that has relation with the law. According to Tiersma (in Al

Mukhaini; 2008), legal document or legal text is a document or text which has a special way to write depends on the purpose of the document or text.

Kierzkowska (2006) stated that the variety of a particular legal language (sub-language) used in legislative texts carrying legal norms, facilitates the actual process of deriving legal norms from such texts.

The special character of a legal document or a legal text always uses legal language because legal document or legal texts are always produced by legal institution or organization. Legal language is not a language of everyday use by a population. It is a specialized language of legal norms and related discourse. Legal language usually has a relationship with law. The differences between legal language and ordinary language may be seen in many different aspects. But, there is no universal language of law that would be comprehensible to all languages.

According to Risto Hiltunen's book (1990), legal text is distinguished into three types. First, academic texts consist of academic research journals and legal textbooks. Second, juridical texts covering court judgments or law reports. Third, legislative or statutory texts consist of acts of parliament, contracts, treaties, etc. By using Hiltunen's classification, the English and Indonesian versions of a Legal Document on Export can be classified to the first type, legal textbook.

Cao (in Smejkalova, 2009) classifies legal language from three aspects, which are normative, performative and technical. From the normative aspect, the

language of law in the English and Indonesian versions of a Legal Document on Export is used to impose rights and obligations; Law's basic function is to regulate human behaviour and human relations. So, it's natural that language of law having the form of imperatives defining and enforcing the arrangements, relationships, procedures and patterns of behaviour that are to be followed in a society (Cao 2007, quoting Jenkins 1980). The second aspect is performative. From performative aspect, the legal language that is appeared in the English and Indonesian versions of a Legal Document on Export is not only words but also actions. The third is technical. The question of technicality of legal language is not perceived consistently. One position argues that there is no legal language as such and it is a part of the ordinary language. The other holds that legal language is a technical language.

There are some differences to write legal document compared with ordinary document which have to be noticed (Tiersma in Al Mukhaini, 2008). The first feature that must be noticed is the style of language of the document. Legal documents are made in many purposes, such as statues, treaties, contracts, etc. It is important to write the legal document to be a formal document which is straightforward, unambiguous and distant from multiple interpretations. This feature must be noticed because legal text such as statues, treaties, contracts, rules etc. is supposed to defend the rights of person or group of people. So, the legal document or legal text which is made must be has force of law.

Another noticeable feature is the fact that legal discourse is situated and practiced in specialized institutions. However, it must be stated that a rule of law always exists as a logical proposition, even if not set forth formally in a statute. Therefore, it must be clearly formulated, categorically stated and accessible in form; it must be based on up-to-date, reliable and sufficient information. Sarcevic (1997) rightly refers to this characteristic when she states that the drafting of law tends "towards more direct expression, frequent repetition and more detail, in order to limit judicial discretion."

The next feature that must be noticed is that they are mostly culture-specific and culture-sensitive. This feature makes the rule to write legal document are different in every zone in the world according the culture of each nation or each tradition and regulation. This is why the writing of legal document or legal text is very special compared the ordinary writing.

The fourth feature that must be considered as the noticeable feature is the fact that legal document or legal text involves many people with many educational backgrounds although they may be in the same legal organization or institution. So, it is important to share the assignment in making legal document according the educational backgrounds that is had by each member in the organization or institution. For example, in ministry of trade there are many departments that have each duty. It is impossible that the export department have to produce the legal

document about policy of import because the members of export department do not master the rule of importation.

The next feature that must be noticed is Modality. Modality in legal document or legal text is always important. Legal text display many statements that must be clearly understood as the obligatory, possibility, probability or the necessity of the text. This feature is intended to make the text unambiguous and hold the certain meaning.

From the features that have been stated, the English and Indonesian versions of a Legal Document on Export can be categorized as a legal textbook which contains of general regulation and provision on export process. This is why the English and Indonesian versions of a Legal Document on Export are considered as a legal text.

## **2.2. Systemic Functional Linguistics**

Systemic Functional Linguistic is an approach proposed by M.A.K Halliday that belongs to the semantics functional way to explore the function of language by people. SFL places a clause as the main unit of language analysis which produces three metafunction of language in the same time; clause as representation, clause as exchange and clause as message. Clause as representation has the function in expressing the experiential and the logical content of the text by transitivity system which deals with ideational metafunction (Halliday and Matthiessen, 2004). Clause as exchange has the function in relating participant's situational roles to the discourse



produced through Mood and Modality system which deal with interpersonal metafunction. Clause as message deals with cohesive and coherent text production by organizing and structuring the linguistic information by system of thematic structure in realizing textual metafunction.

### **2.2.1. Transitivity as Ideational Metafunction**

In traditional grammar, transitivity was developed as the concept of transitive or intransitive verb (Halliday, 1976: 159) whether the verb takes an object or not, but in SFL it functions to link grammar to the meta functions; however, in Halliday's terms, transitivity as a major component in experiential function of the clause deals with the "transmission of ideas representing 'processes' or 'experiences': actions, events, processes of consciousness and relations." (Halliday, 1985)

Transitivity is an important semantic concept in the analysis of the 'representation' of reality in that transitivity enables us to analyze the same event and situation in different ways. Although 'perceptually the phenomenon is all of a piece', when we represent a situation or event, subjectivity comes in because we must 'analyse it as a semantic configuration based on our subjective point of view (Halliday 1985: 101).

The factors involved in this semanticization of processes in the clause are 1) the *process* itself, which is expressed by the verbal group in a clause, 2) the *participants* in the clause, which are normally realised by the noun phrases in the

clause, and 3) the *circumstances* associated with the process, which are typically expressed by adverbial phrases or prepositional phrases. (Halliday, 1985: 101-102)

### **2.2.2. Modality System as Interpersonal Metafunction**

Modality is the speaker's attitude what s/he says (Palmer, 1979; El-Hassan, 1990) or the speaker's assessment of the probability of what s/he is saying (Halliday, 1970) while Jian Li (1999) defined modality as the degrees between right and wrong. In spite of their differences, all these definitions agreed on the relevance of modality to judgments on possibility. In the English and Indonesian versions of a Legal Document on Export, the modality is one of the important things that must be noticed (Tiersma in Al Mukhaini 2008). As Cao (in Smejkalova, 2009) said that the language in legal text is used to impose rights and obligations, the modality system functions to show the assessment of regulations that are shown by the clauses in the legal text. The modality in the English and Indonesian versions of a Legal Document on Export should be dominated with the assessment or judgment of obligation on Export, such as the things that must be done by exporter, the things that may be and may not be done by exporters or the goods that can be or can't be exported.

In Halliday's theory, modality systems are distinguished modality system into two types of modalization (Possibility and Usuality) and modulation (Obligation and Inclination) and distinguishes modality systems into two pairs of orientation including subjectivity and objectivity, explicitness and implicitness. In other words,

there are four respective choices in modalization and modulation, including subjective implicit, subjective explicit, objective implicit and objective explicit (Halliday and Christian Matthiessen 1994).

#### **2.2.2.1. Type and Degree of Modality System**

In the English and Indonesian versions of a Legal Document on Export, as Cao said (in Smejkalova, 2009) that the legal that is used in legal text functions to impose rights and obligations, it should be dominated with the modulation type of obligation with high and low degree such as must, have to, and has to or may and can. This kind of modality system is used to decide the thing that is mandatory or not mandatory.

General Policy on Export may also be existed by modalization type of probability with high and low degree. This kind of modality system is used to inform the certainty or possibility of the conditions that may be happen in the process of export.

#### **2.2.2.2. Orientation of Modality System**

The first orientation that should be mostly used in the English and Indonesian versions of a Legal Document on Export is Subjective-implicit orientation or using modal auxiliary to express the modality system in clauses of General Policy on Export. As Tiersma's statement in Al Mukhaini's research (2008) that the legal text

must be contained of the legal language that is straightforward, unambiguous and distant from multiple interpretations, by using modal auxiliary, the intention of regulation that is shown in English and Indonesian versions of a Legal Document on Export can be straightforward expressed, unambiguous and distant from multiple interpretations.

The next orientation that may be used in the English and Indonesian versions of a Legal Document on Export is Objective-explicit orientation or projecting relational clause with factual carrier to express the modality system in clauses of General Policy on Export. As Tiersma (in Al Mukhaini 2008) says that the legal text is always produced by legal institution or organization, so, it must be based on up-to-date, reliable and sufficient information. The information contained in the English and Indonesian versions of a Legal Document on Export usually uses verbal group that represents relational process in the clause. Because of that reason, the Objective-explicit orientation may be used in the clauses of the English and Indonesian versions of a Legal Document on Export.

For the two other orientations, Objective-implicit and Subjective-explicit, they should be absent in clauses of the English and Indonesian versions of a Legal Document on Export.

Since Objective-implicit orientation is represented in clauses by using mood as mood adjunct, it is impossible to use this orientation of modality system in legal

text. Tiersma said that modality in legal document or legal text is always important. It means that the clauses in the English and Indonesian versions of a Legal Document on Export is almost impossible using the form of mood adjunct or modal adverb because the highlight of modality system can be unnoticed by the reader.

The other one orientation that should be absent in clauses in the English and Indonesian versions of a Legal Document on Export is Subjective-explicit orientation. As Halliday said that Subjective-explicit orientation is the modality system that is represented in clauses by projecting mental clause, it also almost impossible to find this kind of orientation in clauses of General Policy on Export. Kierzkowska (2006) stated that the variety of a particular legal language (sub-language) used in legislative texts carrying legal norms, and Cao (in Smejkalova, 2009) stated, that the Language of law is used to impose rights and obligations and Law's basic function is to regulate human behaviour and human relations.

So, every word in legal text generally or in the English and Indonesian versions of a Legal Document on Export specifically must be contained by the force of law. It means that if the modality system is represented by mental clause, the text won't have the force of law, because the source of regulation is not from legal institution or organization but only the assessment of the writer (speaker).

## **CHAPTER III**

### **Methodology**

#### **3.1. The Research Method**

The study used content analysis which was a qualitative technique which standardizing the measurements and it was used to characterize and compare documents (Berelson, 1952; Kraucaeur, 1993 in Manning and Swan, 1994). SFL theory by Halliday was used as a tool to break down the sentences into clauses. SFL was also used to separate the element of mood from the element of residue to highlight the finite which contained with modality. Besides, the theory of modality was used to categorize the modalities that were appeared in the English and Indonesian versions of a Legal Document on Export. Halliday's theory of modalities was used to analyze in the English and Indonesian versions of a Legal Document on Export. Theory of Legal Text's Characteristics would be used as the basic to analyze the data.

#### **3.2. The Data Source**

The source of the study was the English and Indonesian versions of a Legal Document on Export. It was the provision that was applied for the policy on export in 2011. The data source that was used by the writer was the clauses in page 13 until 24. This 12 pages of the English and Indonesian versions of a Legal Document on Export

were being the sample of book overall. It was contained of 97 clauses In the Indonesian version, and 93 clauses In the English version.

### 3.3. The Data

The data of analysis was the clauses with modalities attached in verbal group that appears in page 13 until 24. The data was 29 in clauses Indonesian version and 38 clauses In the English version. The clauses with modalities attached in verbal group were grouped into modality type in each version.

### 3.4. Data Collection Procedures

Data collecting procedure was started by reading the English and Indonesian versions of a Legal Document on Export. After reading the English and Indonesian versions of a Legal Document on Export, the writer decided page 13-24 of the book to be the sample that represented the book overall. The sentences in page 13-24 were separated into clauses.

No	Conjunction	Clause

Table. 3.4.1. Example of Table of Clauses

Then, from the sentences were separated into clauses, the clauses were inserted into table of mood and modality to separate the element of mood from the element of residue.

No	Conj	Mood			Residue		
		Subject	Mood Adjunct	Finite	Predicator	Complement	Adjunct

Table. 3.4.2. Example of Table of Mood and Residue

By separating the element of mood from the element of residue, the finite which contained with modality could be seen so the modality system could be highlighted.

### 3.5. Data Analysis Procedures

The first step to analyze the data was categorizing the modalities in English and Indonesian versions of a Legal Document on Export into modalization (usuality, probability) and modulation (obligation, and inclination) in type of modality and low, median, and high in degree of modality.

No	Conj	Subject	Types of Modality												Residue
			Modalization						Modulation						
			Usuality			Probability			Obligation			Inclination			
			L	M	H	L	M	H	L	M	H	L	M	H	
			o	e	i	o	e	i	o	e	i	o	e	i	
			w	d	g	w	d	h	w	d	h	w	d	h	

Table. 3.5.1. Categorized Table of Types and Degrees of Modality System

By doing this procedure, the type of modality that was used in English and Indonesian versions of a Legal Document on Export could be seen and identified.



The second step was counting the modalization and modulation of modality occurred in English and Indonesian versions of a Legal Document on Export.

By doing this step, the percentage of modalization and modulation in English and Indonesian versions of a Legal Document on Export could be identified and analyzed.

The third procedure was counting the type of usuality and probability of modalization and the type of obligation and inclination of modulation in English and Indonesian versions of a Legal Document on Export.

By doing this step, the percentage of usuality and probability of modalization and obligation and inclination of modulation occurred in English and Indonesian versions of a Legal Document on Export could be identified and analyzed.

The fourth procedure done by the writer was classifying the degree of usuality and probability of modalization and obligation and inclination of modulation occurred in English and Indonesian versions of a Legal Document on Export.

By doing this step, the percentage of low, medium, and high degree of usuality and probability of modalization and obligation and inclination of modulation occurred in English and Indonesian versions of a Legal Document on Export could be identified and analyzed.

The fifth procedure was classifying the clauses in English and Indonesian versions of a Legal Document on Export into four types of orientation of modality (subjective implicit, subjective explicit, objective implicit and objective explicit).

No	Conjunction	Clause	Subjective		Objective	
			Explicit	Implicit	Explicit	Implicit

Table. 3.5.2. Categorized Table of Orientation of Modality System

By doing this step, the subjective implicit, subjective explicit, objective implicit and objective explicit orientations in English and Indonesian versions of a Legal Document on Export could be identified.

The sixth procedure was counting the each orientation of subjective-explicit, subjective-implicit, objective-explicit, and objective-implicit in English and Indonesian versions of a Legal Document on Export.

By doing this procedure, the percentage of each orientation in English and Indonesian versions of a Legal Document on Export could be identified and analyzed.

After all steps done, the writer reported the findings, analyzed the findings based on the theory of legal text, and the last process was making the conclusion of the analysis.

## CHAPTER IV

### Finding and Discussion

This chapter presents the result of the analysis of Modality system in the English and Indonesian versions of a Legal Document on Export. The chapter contains of two sub-chapter, findings and discussion. The analysis is focused on the modalization and modulation types of modality system, Types and degrees of modality system and orientations of modality system.

#### 4.1. Findings

The findings in this chapter contain of the result and analysis of the research including the modalization and modulation types of modality system, Types and degrees of modality system.

##### 4.1.1. The Modalization and Modulation Types of Modality System

Modalization (7) (18.42%)	Modulation (31) (81.58%)
Probability (7) (100%)	Obligation (30) (96.77%)
Usuality (0) (0%)	Inclination (1) (3.23%)

Table. 4.1.1a. Modality System in the English version

Modalization (7) (24.14%)	Modulation (22) (75.86%)
Probability (7) (100%)	Obligation (21) (95.65%)
Usuality (0) (0%)	Inclination (1) (4.35%)

Table. 4.1.1b. Modality System in the Indonesian version

From the two tables above, it can be seen that the modulation type of Modality system dominates the two versions of Legal Document on Export. In the English version, modulation dominates with the percentage up to 81.58% or occurs in 31 clauses out of 38 clauses. In the other version, Indonesian version, modulation also dominates with the percentage up to 75.86% or occurs in 22 clauses out of 29 clauses. On the other side, the modalization type of Modality system, only appear in 7 clauses out of 38 clauses (18.42%) In the English version of Legal Document on Export, and only 24.14% In the Indonesian version, or occurs in 7 clauses out of 29 clauses.

The finding of modulation type of modality system dominates the two versions of clauses show that the imperative type of Modality system is mostly used in the English and Indonesian versions of a Legal Document on Export. The imperative type of modality is used to force someone to do something or not to do something. The example of modulation type of Modality system can be seen in the clauses below.

- *National Agency of Narcotic **must submit** PEN to the authorized institution or agency or organization in the export destination country. (CL30-En)*
- *BNN **wajib menyampaikan** PEN kepada instansi/badan/lembaga yang berwenang di negara tujuan ekspor; (CL30-In)*

From the two clauses above, it can be seen that the modality ‘must’ and ‘*wajib*’ which are included in the modulation type of modality system are used to force the involved participants to do something based on the regulation of export. In the two clauses above, BNN as the involved participant in the export activity is forced to submit PEN to the authorized institution or agency or organization in the export destination country based on the regulation that regulate the export activity.

Another finding is that the modalization type of Modality system is a minority in the two versions of clauses of a legal document on Export. The modalization type of Modality system is a modality that shows the indicative type of Modality system. The indicative type of modality system is the modality that appears to show the information about something important to be informed.

The reality that the Legal Document on Export contains of the regulation of export activity so that the clauses in the two versions of Legal Document on Export are dominated with the modality represents the imperative type to regulate the export activity. So, the indicative type of modality is only appears in some clauses. Besides, the reality that legal text always contains of the accurate information based on the fact makes the indicative type in the English and Indonesian versions of a Legal Document on Export mostly stated without any assessment that can make the information lost the sense of fact.

- *Rough diamond can only be exported by companies which have been acknowledged as ET-Rough Diamond by the Minister of Trade. (CL66-En)*
- *Intan Kasar hanya dapat diekspor oleh perusahaan yang telah diakui sebagai Eksporir Terdaftar Intan Kasar (ET-Intan) di Departemen Perdagangan. (CL66-In)*

From the two clauses above, it can be seen that the modality ‘can only’ and ‘hanya dapat’ is the indicative type of modality used to give information to the reader that the exporter that can export rough diamond is only the companies that has been acknowledged as ET-Rough Diamond by the Minister of Trade. It means that the indicative type of modality system is only used in particular clauses which aim to give information and regulation simultaneously.

#### 4.1.2. The Types and Degrees of Modality System

<b>Probability (7)</b>	<b>Usuality (0)</b>	<b>Obligation (30)</b>	<b>Inclination (1)</b>
High (4)	High (0)	High (27)	High (0)
Median (0)	Median (0)	Median (0)	Median (0)
Low (3)	Low (0)	Low (3)	Low (1)

Table. 4.1.2a. Types and Degrees of Modality System English version

<b>Probability (7)</b>	<b>Usuality (0)</b>	<b>Obligation (21)</b>	<b>Inclination (1)</b>
High (4)	High (0)	High (17)	High (0)
Median (0)	Median (0)	Median (0)	Median (0)
Low (3)	Low (0)	Low (4)	Low (1)

Table. 4.1.2b. Types and Degrees of Modality System Indonesian version

From the two tables above, it can be seen that that the obligation type of modality system that is mostly used in the English and Indonesian versions of a Legal Document on Export with 30 clauses out of 38 clauses in the English version (78.95%) and 21 clauses out of 29 clauses in the Indonesian version (72.41%). The second rank is placed by probability type of modality system with 7 clauses out of 38 clauses in the English version (18.42%) and 7 clauses out of 29 clauses In the Indonesian version (24.14%). The third rank is placed by inclination type of modality system with 1 clauses out of 38 clauses in the English version (2.63%) and 1 clauses out of 29 clauses In the Indonesian version (3.45%). The fourth type of modality system, usuality, is absent in the both versions of a legal document on Export.

#### **4.1.2.1. The Obligation Type of Modality System**

The domination of Obligation type of a legal document on Export shows that the Document contains of regulation that must be emphasized with the modality of obligation to show that the regulation has a force of law. The obligation type of Modality of a legal document on Export is dominated with the high degree of Modality system with 27 clauses out of 30 clauses (90%) in the English version and 17 clauses out of 21 clauses (80.95%) in the Indonesian version. And the second rank is placed by the low degree of Modality system with 3 clauses out of 30 clauses (10%) in the English version and 4 clauses out of 21 clauses (19.05%) in the Indonesian version. The other degree of obligation modality, median degree, is absent

in the clauses of a legal document on Export. The detail of the degree of obligation will be analyzed in the sub-chapter below.

#### **4.1.2.1.1. The High Degree of Obligation Type of Modality System**

The domination of the high degree of Obligation type of modality system is because of the function of Legal Document on Export as a regulation book of export activity so that the force of law in the book must be communicated directly, clearly, and distance from the multiple interpretation. By using high degree of Obligation, the function of modality system to show the obligatory of some features of the important requirement that have the force of law which can't be tolerated can be expressed clearly.

- *ET-Precursor **wajib memberitahukan** setiap kali pengapalan kepada BNN yang mencakupi pelabuhan muat, tanggal keberangkatan kapal serta pelabuhan dan negara tujuan ekspor; (CL29-In)*
- *ET-Precursor **must notify** every shipment to the National Agency for Narcotic, which contains the information as follow: the loading port, date of departure of the shipment, port and country of the export destination. (CL29-En)*

In those clauses, it can be seen that word 'must' and 'harus' show the obligation modality to emphasize the important requirement to do by the exporters in



doing shipment process. It means that, if the exporters do not do the requirement that must be done, the exporters can be punished by the laws that exist.

In the both versions of a legal document on Export, the high degree of Obligation modality is expressed in various ways.

Type of Probability (High)	Amount	Percentage
Modal Auxiliary 'Must'	26	92.86%
Modal Auxiliary 'Has to'	1	3.57%
Attribute of Relational Process 'Obligated'	1	3.57%

Table. 4.1.2.1.1a. High Degree of Obligation In the English version

In the English version, at least there are three ways to express the obligatory. The first is using the modal auxiliary ‘must’, the second is using the carrier in relational process of ‘are obliged’, and the third is using the modal auxiliary ‘has to’. The sample of those three ways can be seen in the clauses below.

- *ET-Rough Diamond **must submit** the verification result and the original copy of rough diamond certificate issued by surveyor, SPE of rough diamond and other related documents needed for the exportation of rough diamond to the local customs and Excise Service Office at the loading dock of rough diamond export for further customs examination before the time of export realization.*  
(CL79-En)

- *Forestry industry companies which have been acknowledged as ETPIK are **obliged** to report: a) Annual production plan and Realization, b) Annual Export Plan. (CL7-En)*
- *ET-Rough Diamond which has obtained SPE of rough diamond **has to** submit the copy of SPE of rough diamond and other related documents needed for the exportation of rough diamond to the surveyor which has been appointed by the Minister of Trade; (CL76-En)*

From the three clauses above, it can be seen that the three different ways that is used has the same purpose that is to force the involved participant to obey the regulation and make the regulation can be clearly understood and distant from multiple interpretation.

The mostly used way to express the high degree of obligation modality In the English version is using the modal auxiliary ‘must’ with the percentage up to 92.86% or used in 26 clauses out of 28 clauses and for the other two, Modal Auxiliary 'Has to' and Attribute of Relational Process 'Obliged' only occur in 1 clause out of 28 clauses (3.57%) for each of them.

Type of Probability (High)	Amount	Percentage
<i>Modalitas ‘Wajib’</i>	9	52.94%
<i>Modalitas ‘Harus’</i>	7	41.18%
<i>Modalitas ‘Tidak boleh’</i>	1	5.88%

Table. 4.1.2.1.1b. High Degree of Obligation In the Indonesian version

In the Indonesian version, the high degree of obligation usually expressed by using word '*harus*' or '*wajib*' so do in the Legal Document on Export. The modality '*harus*' and '*wajib*' are fairly even in clauses in the Indonesian version of a legal document on Export beside the other modality '*tidak boleh*'. The clauses below show the sample of the various ways to express high degree of Obligation In the Indonesian version.

- *Setiap pengiriman (shipment) **wajib disertai** dengan Sertifikat Intan Kasar yang diterbitkan oleh Surveyor yang menerbitkan Sertifikasi Intan Kasar; (CL59-In)*
- *ET-Intan yang telah mendapat SPE Intan Kasar, **harus menyampaikan** tembusan SPE Intan Kasar tersebut dan dokumen terkait lainnya yang diperlukan dalam rangka eksportasi Intan Kasar kepada Surveyor yang telah ditetapkan oleh Menteri. (CL76-In)*
- *Sertifikat Intan Kasar disertakan bersama dan **tidak boleh dipisahkan** dari wadah (container) Intan Kasar; (CL64-In)*

From the clauses above, it can be seen that the modality '*wajib*' and '*harus*' has the same function to express the obligation that must be done by the involved participant in doing export. The mostly high degree of obligation modality used In the Indonesian version is modality '*wajib*' with 52.94% or occur in 9 clauses out of 17 clauses. In the second rank, modality '*harus*' with 41.18% or occur in 7 clauses out of

17 clauses. And the last is modality '*tidak boleh*' which appears in 1 clause out of 17 clauses or only 5.88% In the Indonesian version.

#### 4.1.2.1.2. The Low Degree of Obligation Type of Modality System

The low degree of obligation type of modality system in the English and Indonesian versions of a Legal Document on Export functions to allow exporter to do or not to do some non-mandatory things. These clauses usually marked by modality 'may' or '*dapat*'.

- *ET-Precursor berlaku selama 3 (tiga) tahun dan dapat diperpanjang. (CL25-In)*
- *ET-Precursor valid for 3 (three) years and may be extended; (CL25-En)*

Clauses above show that the word 'may' and '*dapat*' represent the allowance of the exporter to extend the ET-Precursor after the validation is expired or not to extend it. It means that the exporter can choose their action whether or not extend the ET-Precursor and will not be punished if they don't do that.

In the English version, there are two ways to express the allowance or low degree of obligation. The first is using modality 'may' and the second is using modality 'can'. The clauses below show the expression of low degree of obligation are expressed using modal auxiliary 'may' and modal auxiliary 'can'.

- *The Frozen Acknowledgement as ET-Precursor **may be re-activated.** (CL44-En)*
- *The validity of the acknowledgment as ET-Rough Diamond is 3 years and **can be extended.** (CL73-En)*

Those two clauses above use modal auxiliary ‘may’ and ‘can’ to express allowance that is not an obligation to do by the exporter (ET-Precursor and ET-Rough Diamond). So, if the exporters don’t do the action (re-activate and extend) they will not be punished at all.

The modal auxiliary ‘may’ appears in 2 clauses out of 3 clauses in low degree of obligation or 66.67% In the English version. The second rank is modal auxiliary ‘can’ which appears in 1 clause out of 3 clauses in low degree of obligation or 33.33% In the English version.

In the Indonesian version, the low degree of obligation appears in 4 clauses with no other various ways in expressing the allowance. All of the clauses of allowance In the Indonesian version use modality ‘*dapat*’ to express the low degree of obligation.

#### **4.1.2.1.3. The Median Degree of Obligation Type of Modality System**

The using of median degree of obligation type of modality system in a Legal Document on export is absent. The reality that the Legal Document on Export is a

legal document which contains of the regulation forces the median degree of obligation is absent because the using of median degree of obligation make the clauses can't hold the certain meaning of the regulation.

#### **4.1.2.2. The Probability Type of Modality System**

The second place of the modality system in the English and Indonesian versions of a Legal Document on Export is probability type. The using of probability type of modality system of a legal document on Export shows that the Document also contains of the certainty and possibility of information about something or some condition that must be emphasized with the modality of probability. The probability type of Modality of a legal document on Export is dominated with the high degree of Modality system with 4 clauses out of 7 clauses (57.14%) in both versions of the language. The second rank is placed by the low degree of Modality system with 3 clauses out of 7 clauses (42.86%) in both versions of the language. The other degree of probability modality, median degree, is also absent in the clauses of a legal document on Export. The detail of the degree of obligation will be analyzed in the sub-chapter below.

##### **4.1.2.2.1. The High Degree of Probability Type of Modality System**

The high degree of probability type of modality system in the English and Indonesian version of a legal document on Export functions to show the certainty of

the thing that has high degree of probability. This type of modality is used to clarify something that is certain and have no alternative other possibilities.

- *Persetujuan ekspor Prekursor berlaku paling lama 180 (seratus delapan puluh) hari sejak tanggal persetujuan ekspor diterbitkan dan **tidak dapat diperpanjang**. (CL28-In)*
- *Precursor export approval is valid for maximum 180 (one hundred eighty) days from the date of issuance of the approval and **cannot be extended**. (CL28-En)*

In the English version, the modalities of certainty like ‘must’ or ‘certainly’ do not appeared at all. But, the negative form of ‘can’ transfers the function of certainty. The clause ‘cannot be extended’ is implicit to say ‘it is certain that there is no possibility to be extended’. The different case occurs in Indonesian language, because there is not the modality that marks the term of ‘kepastian’, such as ‘pasti’, ‘tentu’, or ‘niscaya’ but as it is seen in the sentence “*Persetujuan ekspor Prekursor berlaku paling lama 180 (seratus delapan puluh) hari sejak tanggal persetujuan ekspor diterbitkan dan **tidak dapat diperpanjang***” verbal group ‘*tidak dapat diperpanjang*’ has the same meaning with ‘*tidak diizinkan untuk diperpanjang*’. That phrase has the similar meaning with ‘*tidak ada kemungkinan untuk diperpanjang*’. It means there is a **certainty** that there is no possibility to be extended.

In the English version, at least there are three ways to express the certainty or high degree of probability. The first is using the negative form of modal auxiliary ‘can’, the second is using the modal auxiliary ‘can only’, and the third is using the modal auxiliary ‘must only’. The sample of those three ways can be seen in the clauses below.

- *Precursor export approval is valid for maximum 180 (one hundred eighty) days from the date of issuance of the approval and **cannot be** extended. (CL28-En)*
- *Shipment **can only** destined to KPCS member countries. (CL58-En)*
- *The re-export **must only** be addressed to KPCS members; (CL88-En)*

The modality ‘cannot’, ‘can only’, and ‘must only’ in the clauses above used to give information to the reader that there is a certainty for the cases above. There is no alternative other possibilities. Those modalities also use to emphasize the information in order to make the statement in those clauses hold the certain information, unambiguous and distant from multiple interpretations.

In the Indonesian version, there are also three various ways to express the certainty or the high degree of probability. The first is using the modality ‘*tidak dapat*’, the second is using the modality ‘*hanya*’, and the third is using the modality ‘*hanya dapat*’. Those three modality markers functions to show the certainty that have no another possibilities. Here are the clauses:



- *Persetujuan ekspor Prekursor berlaku paling lama 180 (seratus delapan puluh) hari sejak tanggal persetujuan ekspor diterbitkan dan **tidak dapat** diperpanjang. (CL28-In)*
- *Pengiriman (shipment) **hanya** ditujukan ke peserta Kimberley Process Certification Scheme (KPCS); (CL58-In)*
- *Intan Kasar **hanya dapat** diekspor oleh perusahaan yang telah diakui sebagai Eksportir Terdaftar Intan Kasar (ET-Intan) di Departemen Perdagangan. (CL66-In)*

The modality ‘*tidak dapat*’ in the first clause above (CL28-In) shows the certainty there is no other possibilities to extend the precursor export approval (Persetujuan Ekspor Prekursor) after 180 days. In the second clause, the modality ‘*hanya*’ uses to give the certain information that there are no other parties that can be a destination of the shipment except KPCS member. The third clause above uses modality ‘*hanya dapat*’ to give the important information that to be a rough diamond exporter, the exporter must be registered as a registered exporter of rough diamond.

#### **4.1.2.2.2. The Low Degree of Probability Type of Modality System**

The low degree of probability type of modality system usually appears in clauses which explain about something that has a chance to be happened but the probability of happening is low.

- *Untuk pengawasan dimana Prekursor selain bermanfaat di bidang farmasi dan non farmasi juga **dapat disalah gunakan** sebagai bahan baku/penolong pembuatan Narkotika dan Psikotropika secara gelap. (CL20-In)*
- *For supervision of the circulation of precursors where precursors are not only useful for pharmacy and non pharmacy industry but also **can be misused** as raw or auxiliary material for the production of illegal narcotic and psychotropic; (CL20-En)*

The modality ‘*dapat*’ in verbal group ‘*dapat disalah gunakan*’ or modality ‘can’ in verbal group ‘can be misused’ shows the function of probability (low). In those clauses above, verbal group ‘*dapat di salah gunakan*’ or ‘can be misused’ implicitly explains to the reader that there is a possibility of precursor to be misused by some people.

#### **4.1.2.2.3. The Median Degree of Probability Type of Modality System**

The median degree of probability type of modality system is also absent in clauses in the English and Indonesian versions of a Legal Document on Export. The reality that the Legal Document on Export is a legal document which contains of the real information that can be verified, the median degree of probability is absent because the using of median degree of probability make the clauses can’t hold the certainty of the information whether not possible or possible because the median degree of probability is placed between the possibility and certainty.

#### 4.1.2.3. The Inclination Type of Modality System

The third place of the modality system in the English and Indonesian versions of a Legal Document on Export is Inclination type. The inclination type of modality system of a legal document on Export is used to show the inclination of doing something. The inclination type of modality system only appears once in the English and Indonesian version of a legal document on Export, and the only one clause appears in low degree (100%) in both versions. Here are the clauses which contains of the modality of willing:

- *Pengakuan sebagai ETPIK dibekukan dapat diaktifkan kembali jika Perusahaan yang memegang ETPIK resume (sic) kegiatan produksi dan akan melaksanakan ekspor. (CL9-In)*
- *The frozen acknowledgement as ETPIK may be re-activated if the company who holds ETPIK resumes production activity and **will perform** export; (CL9-En)*

Modality of willing in those clauses above is applied to show the condition of something that will be affected to the other condition. The condition of ‘*acknowledgment as ETPIK may be re-activated*’ can be happened if the condition of ‘*the company who holds ETPIK resumes production activity and **will perform** export*’ also happened.

#### 4.1.2.4. The Usuality Type of Modality System

There is no usuality type of modality system in all degrees of low, median, and high in the English and Indonesian version of a legal document on Export. It shows that in the English and Indonesian version of a legal document on Export, the usuality (Low or Median or High) doesn't exist because each clause must be clearly understood to hold the certain meaning.

So, in the English and Indonesian version of a legal document on Export, the assessment of frequency will not appear. The frequency will be appeared in the form of circumstance which means that the frequency is not the judgment from the writer of the English and Indonesian version of a legal document on Export but the information that is fact and have a certain meaning.

- *Acknowledgement as ET-Precursor is frozen if the company which holds ET-Precursor and/or the Board of Management or Board of Directors of the company did not report the realization of export **twice in a period of one year.** (CL42-En and CL43-En)*

The writer of the English and Indonesian version of a legal document on Export is prefer to use the circumstances of frequency rather than using modality of usuality like 'often', 'always', 'sometimes', 'never' or 'ever'. The using of circumstances of frequency in the legal text shows that the clause above doesn't

contain the judgment of the writer but contains of the information that is fact which holds the certain meaning.

#### **4.1.3. The Orientations of Modality System**

The English version of text contains of only two kinds out of four types of orientation. The two orientations that appear In the English version of text are subjective-implicit and objective-explicit. The orientation that is mostly used is subjective-implicit. This type of orientation is used by almost all the clauses in the English version with 97.37% or appears in 37 clauses out of 38 clauses. The reality that subjective-implicit orientation is the orientation that uses modal auxiliary to express the modality system make the subjective-implicit orientation dominates the clauses In the English version of a legal document on Export. By using modal auxiliary, the intention of regulation that is shown in the English version of a legal document on Export can be straightforward expressed, unambiguous and distant from multiple interpretations.

The second orientation that is used in the English version of a legal document on Export is Objective-explicit orientation or projecting relational clause with factual carrier to express the modality system in clauses in the English version of a legal document on Export. This type of orientation appears in only 1 clause out of 38 clauses or 2.63% In the English version. The fact that legal text is always produced by legal institution or organization, so, it must be based on up-to-date, reliable and

sufficient information. The information contained in the English version of a legal document on Export mostly uses verbal group that represents mental process in the clause. And one of them is used to give assessment with a modality expressed by the attribute of the carrier in relational process. The clause below is the only one which uses objective-explicit orientation.

- *Forestry industry companies which have been acknowledged as ETPIK **are obliged** to report: a) Annual production plan and Realization, b) Annual Export Plan. (CL7-En)*

From the clause above, it can be seen that the text uses objective-explicit orientation to express the modality. The objective-explicit orientation is the modality that is expressed in relational process with the modality as an attribute and acts as nominal group, in the clause can be seen that the modality ‘obliged’ is the modal attribute of the relational clause. In that clause, the participant ‘*Forestry industry companies which have been acknowledged as ETPIK*’ as the carrier, ‘**are**’ as the process and ‘**obliged**’ as the attribute of the clause.

For the two other orientations, Objective-implicit and Subjective-explicit, they are absent in clauses in the English version of a legal document on Export.

Since Objective-implicit orientation is represented in clauses by using mood as mood adjunct, it is impossible to use this orientation of modality system in legal

text. Modality in legal document or legal text is always important. It means that the clauses in the English version of a legal document on Export are almost impossible using the form of mood adjunct or modal adverb because the highlight of modality system can be unnoticed by the reader.

The other one orientation that is absent in clauses of the English version of a legal document on Export is Subjective-explicit orientation. Subjective-explicit orientation is the modality system that is represented in clauses by projecting mental clause so it also almost impossible to find this kind of orientation in clauses in the English version of a legal document on Export. It is impossible to express the modality using mental clause, because the mental clause can't hold the certain meaning, can make the information to be invalid, and make the statement lost the force of law.

In the other version, Indonesian, the only one orientation used is objective-implicit orientation. Modality in Indonesian is used to express the adverb and doesn't include as verbal group. In Halliday's theory of modality, modality expressed by using adverb or mood adjunct is classified in objective-implicit orientation. The differences between orientation in English and Indonesian version is because of the existence of finiteness. The finiteness appears in every clause in English, but Indonesian language doesn't recognize the term of finiteness. In English, modality can be expressed by using modal auxiliary which is being a part of the finite or can be

expressed by using mood adjunct which is separated from the part of finite. In Indonesian, the modality is never represented by using modal auxiliary. This condition makes the orientation used In the Indonesian version will be more restricted.

For the two other orientations, objective-explicit and subjective-explicit, also doesn't appear in the Indonesian version. The absence of objective-explicit orientation is because of the using of modality as the attribute of the relational process will make the focus of the modality will be more difficult to be noticed. The absence of subjective-explicit orientation also happen because the mental clause can't hold the certain meaning, can make the information to be invalid, and make the statement lost the force of law.

#### **4.2. Discussion**

The modality systems in English and Indonesian versions of a Legal Document on Export are used to hold the certain meaning of the text and make the text unambiguous because legal text or legal document display many statements that must be clearly understood as the obligatory, possibility, probability or the necessity.

The result of the study explicitly shows that in English and Indonesian versions of a Legal Document on Export are dominated with the modulation type or imperative type of modality. The domination of modulation type of modality shows



that in English and Indonesian versions of a Legal Document on Export are dominated with rules and regulation that must be obeyed by the involved participants in export activity. The domination of modulation type of modality in English and Indonesian versions of a Legal Document on Export is in accordance with the theory that was stated by Cao (2007) that Law is basic function is to regulate human behaviour and human relations. So, it's natural that language of law having the form of imperatives defining and enforcing the arrangements, relationships, procedures and patterns of behaviour that are to be followed in a society. The reality of Legal document is a text that has a relationship with Law, makes the language in the legal text is dominated with the imperative type of modality than indicative type of modality.

Another result that also found in a Legal Document on Export is the domination of Obligation type of modulation modality. The domination of obligation type shows that in English and Indonesian versions of a Legal Document on Export the modality clauses are dominated with the force of law which needs to be emphasized by using obligation type of modality.

The last result that also found in a Legal Document on Export is the difference of the orientation that is mostly used between English and Indonesian versions of a Legal Document on Export. While In the English version, the orientation that is mostly used is subjective-implicit with 97.37% or appears in 37 clauses out of 38

clauses, In the Indonesian version, the using of mood adjunct to express the modality (objective-implicit orientation) is applied in all of the modality clauses (100%). The differences between orientation in English and Indonesian version is because of the existence of finiteness. The finiteness appears in every clause in English, but Indonesian language doesn't recognize the term of finiteness. In English, modality can be expressed by using modal auxiliary which is being a part of the finite or can be expressed by using mood adjunct which is separated from the part of finite. In Indonesian, the modality is never represented by using modal auxiliary. This condition makes the orientation used In the Indonesian version will be more restricted.

## CHAPTER V

### Conclusion and Suggestion

#### 5.1. Conclusion

From the analysis conducted in the previous chapter, it can be seen that the modulation type of Modality system dominates the two versions of Legal Document on Export. In the English version, modulation dominates with the percentage up to 81.58% or occurs in 31 clauses out of 38 clauses. In the other version, Indonesian version, modulation also dominates with the percentage up to 75.86% or occurs in 22 clauses out of 29 clauses. In the other side, the modalization type of Modality system, only appear in 7 clauses out of 38 clauses (18.42%) In the English version of Legal Document on Export, and only 24.14% In the Indonesian version, or occurs in 7 clauses out of 29 clauses.

The next thing that is found from the analysis conducted in the previous chapter is that the obligation type of modality system is mostly used in the English and Indonesian versions of a Legal Document on Export with 30 clauses out of 38 clauses in the English version (78.95%) and 21 clauses out of 29 clauses in the Indonesian version (72.41%). The second rank is placed by probability type of modality system with 7 clauses out of 38 clauses in the English version (18.42%) and 7 clauses out of 29 clauses In the Indonesian version (24.14%). The third rank is placed by inclination type of modality system with 1 clauses out of 38 clauses in the

English version (2.63%) and 1 clauses out of 29 clauses In the Indonesian version (3.45%).

The third thing that is found from the analysis is the fact the fourth type of modality system, usuality, is absent in the both versions of a legal document on Export. The next feature that is found from the analysis conducted in previous chapter is the fact of the absence of the median degree of all type of modality.

The last thing that is found in the previous chapter is the difference of the orientation that is mostly used between English and Indonesian versions of a Legal Document on Export. While In the English version, the orientation that is mostly used is subjective-implicit with 97.37% or appears in 37 clauses out of 38 clauses, In the Indonesian version, the using of mood adjunct to express the modality (objective-implicit orientation) is applied in all of the modality clauses (100%).

## **5.2. Suggestion**

By doing this research, the writer hopes the reader of this research will more understand about the importance of modality in legal text and the effect of the using of modality in legal text to the reader of the General Policy on Export.

The writer also hopes that this research will be improved to the bigger stage of analysis in another kind of legal text. The writer hopes in doing the next research, the analysis is also wished to be better, more specific and more detail than this research.

Besides, the different culture between Indonesian and English, makes some obligation clauses in the two versions of language are different. In the Indonesian version, there is an inconsistency using of modality of obligation in high degree. Some of them emphasized by using modality '*harus*' or '*wajib*' but the others are only using the clauses without modality. In the Indonesian culture, the using of clauses without modality for the common or familiar regulations is allowed because the regulations are considered to be understood by the reader. These conditions sometimes are misused by some parties to take the benefit. To avoid the misused of the inconsistency in regulation, it's important to make the standardization of Indonesian legal language. By doing this, the misused of regulations can be minimalized and the regulations have the accountable force of law.