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LEGAL TRANSLATION: THE TRANSLATION OF CONTRACTS
FROM ARABIC TO ENGLISH

MASTER'S THESIS

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ABSTRACT

The topic of the master's thesis is "Legal translation: the translation of contracts from Arabic to English". Legal translation **is a difficult process connected with** translating documents from one legal system into the other. Its climax is the extension of the form preferred in such spheres of practical usage. The translation of legal texts cannot be done without regarding legal-cultural concepts and differences between legal systems. The level of equivalence of the terms depends on the extent of relatedness of the legal systems and not on that of the languages involved. That is why **it is important** to know the problems and difficulties faced by legal translators and the ways to overcome them.

In our project, we pose several problems and solve them with the help of various linguistic methods of investigation: analysis and synthesis of the literature on the topic of research; comparative analysis of two different translations, linguistic analysis of the errors. **To study** legal translation difficulties, **we explain** such definitions as legal translation, cultural differences, translation errors; we **present classifications** of translation errors and difficulties given by different scholars; we analyze different contracts; **make the** semantic, stylistic and cultural **analysis** of the chosen words, phrases and sentences in the document.

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INTRODUCTION

The translation of legal documents is regarded to be extremely challenging. The specificity of legal language, the system bound nature of legal terminology, and the differences between common and civil law systems pose particular problems (Weston 1983: 207). As regards the challenges, Baker (1992) mentioned that the lack of verbal or functional equivalence in the target language is one of problems that faces legal translators, while Amer (2010) said that the translator's lack of knowledge of the modern theories and strategies of legal translation causes mistakes and problems in translation.

The research is vital because legal translation is regarded to be extremely difficult, and in today's world, there is a high demand for professional legal translators in the field. As legal translators do not simply translate from one language into the other, but they rather translate from one legal system into the other, and from one culture into the other. It is critical to know what difficulties legal translators may face, and how they can overcome them. We considered this subject necessary, because the lack of practical research in the field; also, the analysis of contracts on the semantic, stylistic and cultural levels appeared to be essential to give a complex picture of legal translation difficulties.

Our target is to discover and describe the difficulties of legal translation of contracts in English and Arabic languages.

The subject of our research is legal translation of contracts.

The object of our research is the errors in the translation of contracts from Arabic into English languages.

The tasks of the research are : to define the features of both Arabic and English legal languages; to define the similarities and differences between them; to present the difficulties and errors faced by legal translators; to analyze the choice and usage of the language means in legal documents; to understand how these errors and difficulties affect the legal document.

The intermediate aims of our research include the study of theoretical sources, work with dictionaries, statistical analysis, our own investigation and conclusions on the topic.

To conduct the research the following methods were used: the critical analysis and synthesis of the literature, content analysis, qualitative comparative analysis.

As for the theoretical sources, our investigation is based on the works of such eminent scholars as Newmark, P, Malakhova A, Mellinkoff, D, Miremedi, S. A, Nida, E. A, Stanojević, Maja, Catford, J.C, Crystal, D., Davy, D, EL-Farahaty, E, Emery, P.G, and Garner, B.A..

The research materials are (12) different contracts together with their translations from online sources to use in the analysis. Those contracts were (Lease Contract, Employment Contract, Sale Contract, Primary Sale Contract...etc). A great number of these contracts were obtained from World Association of Arab Translators & Linguists, which is an online forum. The other contracts were obtained from a book by (Hatim, B., Shunnaq, A., and Buckley, K.: 1995)

The theoretical value of the research is that the concept of legal translation has been clarified, the language of contracts has been defined, and the features of legal language in both Arabic and English have been identified.

The practical value of the research is accounted for by the possibility to use the results of our investigation to identify the difficulties and the way to overcome them, use them for training future translators from Arabic to English.

Structure and volume of the research. Our thesis has of 59 pages (excluding appendix) and consists of introduction, theoretical part (defining the concept of legal translation, describing the features of Arabic and English legal language, and the similarities and differences between them, describing the difficulties and errors of legal translation), practical part (identifying the errors faced by legal translators, defining the

words, phrases or sentences under analysis), results, conclusion, references and appendices. Each unit consists of several logically interconnected sections followed by results where we enumerate the main outcomes of our work. The total outcome of the research is summarized in a separate conclusion. Our references consist of 70 sources represented by books of Russian and foreign authors, and dictionaries. In the appendices, we give samples of the material that were analyzed (examples used in the analysis).

CHAPTER 1 THE THEORETICAL ANALYSIS OF THE CONCEPT OF LEGAL TRANSLATION AND DIFFICULTIES TO OVERCOME

1.1. The Concept of Legal Translation

1.1.1. History of Legal Translation

(Šarčević, 1997:13) defined legal translation as “a translation from one legal system into another – from one source legal system into the target legal system”. This definition shows that legal translation is not just translating from one language into the other; rather it is also translating from one legal system into the other.

For example, in the UK and Australia, we have to distinguish between two types of lawyers: Solicitors and Barristers. Solicitor is a lawyer who is trained to give advice on legal matters for the client and represent him/her on lower courts. Barrister is a lawyer giving specialized legal advice to clients and representing them in both, lower and higher courts (Cambridge Dictionary). So, when translating such terms, legal translators must understand the legal system of the target language.

Therefore, to translate the terminology of official written in different legal traditions accurately it is necessary to understand those traditions since the main challenge of the legal translator is the incongruence of legal systems’. Alcaraz and Hughes (2002) add that the translatability of legal texts depends directly on the relatedness of the legal systems involved in the translation. The Arabic legal system is based on Islamic law, i.e. on civil law, and has a civil code. The United Kingdom does not have a “written” constitution and its law is made up of four main parts: statute law, common law, conventions and works of authority. Common law that consists of rules based on common customs and on judicial decisions has therefore very little ‘relatedness’ to Arabic civil law that is created by statute.

Arabic, English history and tradition have also little in common and, thus, the languages of law have been subject to very different influences. English legal terms have their roots in Latin, French and Norman, Greek, Anglo-Saxon and English

traditions. Arabic terminology originates mainly from Islam with some impact from the annexations Persia by Arabs during Caliphs epoch. The vast differences in the histories of Arabic and English law and the associated incongruity of terminology highlight the many challenges in the official translations (Shiravi, 2004).

In her book, (EL-Farahaty:2008) mentioned that the English legal discourse dates back to Ancient Greece with some philosophers like Plato encouraging freedom and democracy. The first dictionaries in Byzantium were presented to replace Latin with Greek (Mattila: 2006). England observed the existence of Celtic lawyers, during the invasion of the British Isles by the Celts before the birth of Christ (Mellinkoff: 1963). After England being invaded by the Anglo-Saxons in the 5th century AD, they “formed laws in their ancient language which was fixed in both meaning and form” (Gu: 2006).

After its initial literal translation into Greek, *Corpus Juris Civilis*, one of the influential Roman jurisprudence texts was translated into numerous languages according to the approval of emperor Justinian. For that, (Šarčević:1997) said that, “not only do the legal systems of western world have their roots in Roman Law, but translation activities under Emperor Justinian also have their mark on the legal translation history”.

(EL-Farahaty:2008) also mentioned the history of legal discourse in Arabic language in her book, she said that legal translation was basically used for diplomatic purposes. It dates back to Babylon (2001 BC) with the establishment of Hammurabi’s translation center the purpose of which was transferring his laws all over the kingdom. (Mattila: 2006) mentioned that the peace treaty that was translated in two languages between the Egyptians and the Hittites which dates back to 1271 BC was the first legal text to be translated from one language to another.

The law of the tribes in the Arabian Peninsula was the only recognized law, before the emergence of Islam, which was run by custom and the loyalty to one’s tribe. (Esposito: 1998) said that:

The Arabs placed great emphasis on tribal ties, group loyalty or solidarity as the source of power for a clan or tribe. Tribal affiliation and law were the basis not only for identity but also for protection. The threat of family or group vendetta, the law of retaliation was of vital importance in a society lacking a central political authority or law.

The rise of Islam was in the 7th century, having the Holy Qur'an as its Holy Book and the reference for Muslims, which contained two main branches: "the beliefs and the Code of Laws" as (Shaltout: 1987) explained below:

The majority of laws that make up the Islamic code are under these two headings: worship and dealings. the dealings within the Muslim Community, the family, monetary dealings, with non-Muslims both as individuals and nations are included in the heading of dealing.

Treaties exist in the Muslim tradition. After the hijrah of Prophet Mohammad (the Migration of the Prophet), Prophet Muhammad signed the treaty of Hudaibiyyah, in 628 (6 AH), between the Medina Muslims and the people of Quraish in Mecca.

In the Umayyad Caliphate (661-750), translation thrived in the Arabic tradition then it reached its peak in the Abbasid Era (750-1258). (Steiner: 1998) argued that translation either reached its peak in the 2nd century AD in Alexandria or in the 8th and 9th in Baghdad.

1.1.2. Requirements for Legal Translator

Legal translation, needs the services of an expert that is highly knowledgeable in legal terms and practices. Translating legal documents needs accurate and correct translation and is one of the most difficult among all translation work.

Translators should not only possess general knowledge of legal terminology, they should also be well versed in statutory requirements and the legal intricacies of foreign cultural and legal systems. (Malakhova A, Korgina A and Shishigina N 2015)

A good legal translator shall have extensive knowledge of the relevant legal terminology in both the source and target languages and be a specialist in a particular

legal area, such as: international law, civil law, corporate law, property law, tax and accounting law, insurance law, patent law.

Legal translators must understand the law and the legal system in the country of the ST and the country of the TT, in addition to their knowledge of the SL and TL languages fluently.

The task of a legal translator is to stay faithful to the tone and format of the original legal document and make the text clear to the receiver without being free with translating the legal document, which will be regarded as unacceptable translation.

Since many legal documents contain sensitive data, all law translations are to remain strictly confidential. Legal translators shall accept confidentiality and security issues very seriously and be able to provide a non-disclosure agreement. Most legal documents have deadlines in court and are useless after those dates.

Legal translation is culture dependent, which means the translator must understand the cultures of SL country and TL country before translating and also the translator must know the linguistic, grammatical and lexical differences and similarities of both languages before the process of translating legal texts

(Smith: 1995) said that, for a successful translation of legal texts, the translator must:

1. be familiar with the legal systems of SL as well as TL.
2. understand the terminology of legal systems.
3. be an expert in the style of TL.

Thus, legal translators have a distinct skill-set: they have to be excellent writers in at least two languages, possess an understanding of two legal systems and be able to act as a bridge between the two.

1.1.3. Translation procedures and strategies

Legal translators, for centuries, have followed the syntax of the ST as close as possible. The main reason for that was because they feared that if they made any changes it might disturb the thought process. However, when translators understand how they can express the intended underlying relations in a legal text, then this fear will disappear. Several translation procedures can be used when navigating between ST and TT to achieve this goal. (Asensio: 2003)

(Fakhouri: 2008) mentioned some of the procedures for legal translation and listed them as follows:

1. Cognates. Cognates are used when some expressions, for example names of courts or institutions, do not exist in the TL (Asensio 2003). For example, the word “Tariff” in English is “تعريفة” or “التعرفة الجمركية”

2. Borrowing. Or sometimes called loan words, which is used in the case of proper nouns, grades...etc, when there is no equivalence of concepts between SL and TL. (Hervey and Higgins 1992)

3. Calques, also similar to literal translation, are used when the TL lacks adequate terms (Asensio 2003). For example, Arab Spring – الربيع العربي

4. Simplification. It is a case of omission and it is recommendable, because the misuse of doublets, triplets...etc. makes the translation unreadable (Asensio 2003). For example, the term “hereby” can be omitted, as it does not affect the meaning of the sentence, “I hereby declare...” can be translated as “اعلن” which means, “I declare”.

5. Functional adaptation. Using the words that almost have the same function, in the absence of direct equivalence, in the TL, even though it is not always recommendable for binding legal documents (Downing and Laurence 2002).

6. Paraphrasing. Explaining SL concept if it was unknown to TL audience, when the TL has no equivalent for a concept and literal translation for the concept will not be acceptable. (Baker 1992, Asensio 2003). For example, (Al-Qinai: 1999) gave an

example of “shadow cabinet” which is translated into “الوزارة الظل” and the following paraphrase is given in the example shown in Table 1.

Table 1 Paraphrasing

Term	Paraphrase	Translation of the paraphrase
Shadow Cabinet	مجموعة من زعماء المعارضة المحتمل اشتراكهم في الوزارة الجديدة التي ينتظر ان تؤلف عندما يتولى حزبهم مقاليد الحكم	A group of opposition leaders who are likely to take apart in the new cabinet when their party assumes power (Author’s Translation)

1.2. Difficulties of Legal Translation

1.2.1. General Features of Legal Language (Arabic and English)

Researchers have described legal translation as a category in its own right (Garzone, 2000). This is mainly due to the complexity of legal discourse that combines two extremes: the resourcefulness of the literary language used for the interpretation of ambiguous meanings and the terminological precision of specialised translation. The translation of legal texts require particular attention because it ‘consists primarily of abstract terms deeply and firmly rooted in the domestic culture and intellectual tradition’ (Chromá, 2004) and thus entails a transfer between two different legal systems, each with its own unique system of referencing.

Crystal and Davy (1969) stated that “legal language maybe the least communicative, of all the uses of language, as it is intended not to enlighten the users of language but to allow one specialist to register information for examination by another”. For these specialists, a legal text presents a high degree of linguistic

preservation, which is included in the court judgments, police reports, charters, treaties, constitutions, protocol, and regulation, which will be in the form of a written instruction.

(Emery: 1989) suggested that trainee translators should have a sense of appreciation of the stylistic differences as well as the structural differences between Arabic and English legal discourse to provide acceptable translations of legal documents. His article is one of the very few works that covered the general features of Arabic legal language, since he explored the linguistic features of legal language and made a comparison with the English features of legal language.

(Mellinkoff: 1963) was interested with what the law language is, making a description of the characters of the language of law and explored the legal language history.

The characteristics that (Mellinkoff: 1963) described are the following:

1. Frequent use of common words with uncommon meanings (using *action* for *lawsuit*, *of course* for *as a matter of right*, etc)
2. Frequent use of Old and Middle English words once in use but now rare (*aforsaid*, *whereas*, *said* and *such* as adjectives, etc.)
3. Frequent use of Latin words and phrases (*in propria persona*, *amicus*, *curiae*, *mens rea*, etc)
4. Use of French words not in the general vocabulary (*lien*, *easement*, *tort*, etc)
5. Use of terms of art – or what we would call jargon – (*month-to-month tenancy*, *negotiable instrument*, *eminent domain*, etc)
6. Use of argot – in group communication or “professional language” – (*pierce the corporate veil*, *damages*, *due care*)
7. Frequent use of formal words (*Oyez*, *oyez*, *oyez*, which is used in convening the Supreme Court; *I do solemnly swear; and the truth, the whole truth, and nothing but the truth, so help you God*)

8. Deliberate use of words and expressions with flexible meanings (*extraordinary compensation, reasonable man, undue influence*)

(Al-Nakhalah, A. M. :2013) listed the following features that apply to both English and Arabic legal languages :

1. The length of the sentence. Both Arabic and English legal languages tend to provide lengthy sentences to place all the information on a topic in one complete sentence and to remove the ambiguity that may occur when we separate sentences. For example:

Table 2 Length of the Sentence

<p>We have checked the general balance of Albaz Engineering Limited Liability Company for General Contracting as it was on 31 December 2013 and the business-outcome account for the ended year at the same date, and the data and their related statements as well as the prepared annual report of the company according to the provisions of companies law No. 21 of 1997.</p>	<p>فحصنا الميزانية العامة لشركة الباز الهندسية للمقاولات العامة محدودة المسؤولية كما هي عليه في 31 كانون الأول 2013 وحساب نتيجة النشاط للسنة المنتهية بذات التاريخ والبيانات والكشوفات المتعلقة بهما والتقارير السنوي المعد بمقتضى احكام قانون الشركات رقم 21 لسنة 1997.</p>
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2. Joining words or phrases with the conjunctions “and, or” in English and “و, او” (meaning and, or) in Arabic. (Tiersma, 1999: 61) said that these conjunctions are used five times more in legal writings than in other types. For example:

Table 3 Use of Conjunctions

<p>Doing works related to constructing, expansion and demolition of different type of buildings, and the construction of roads, bridges, railways, airports, dams, storage tanks, irrigation and drainage projects, ports, water and sewage works...etc.</p>	<p>القيام بالأعمال المتعلقة بإنشاء وتوسيع وهدم المباني بأنواعها والطرق والجسور والسكك والمطارات والسدود والخزانات ومشاريع الري والبزل والموائى واعمال الماء والمجاري وغيرها.</p>
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3. Flexible or vague language. Lawyers try to be as precise as possible and use general, vague and flexible language (Tiersma: 1999: 80). For example, *reasonable care, beyond a reasonable doubt, obscene...*etc.

4. The technical vocabulary and archaic terminology create the problems of legal language. English and Arabic retained words that are no longer used in our ordinary speech. Many old phrases and words in English dates back to the Anglo-Saxon, old French, and Medieval Latin, while they date back to the Islamic culture and classic Arabic terms in Arabic language. For example, *hereby, herein, hereto, herewith, whereby...*etc.

5. Archaic vocabulary and the grammar of authoritative texts keeps influencing modern legal language in both Arabic and Britain. Since the Holy Quran or the Bible are the authoritative source of religion, then the documents such as judicial opinions, constitutions or statutes are the sources of law for the legal profession (Tiersma: 1999: 96).

Scholars have identified some similarities and differences between Arabic and English legal discourse. (Emery: 1989) suggested that trainee translators should understand the stylistic differences between Arabic and English legal discourse as well as the structural differences.

(Mellinkoff: 1963) was interested in the language of law, making a description of the characteristics of language of law such as the frequent use of common words, old and middle English words, Latin words...etc. While (Al-Nakhalah, A. M. :2013) have put a list of features that apply to both Arabic and English legal discourse, such as the length of the sentence, joining words or phrases with conjunctions...etc.

1.2.2. General Features of English Legal Language

(Mattila: 2006) claimed that, “Law is necessarily bound to language, and in this regard, legal language has existed as long as the law. The domination of the language of law can be seen in legal translation, legal lexicography and legal rhetoric”. Lawyers, courts, judges, police, legislators, and lawmakers employ legal discourse. Therefore, it does not only state the conditions of pacific social coexistence among human beings, the prevalence of order, but also regulates social relationships such as marriage, contracts, agreements, and civil rights for example wills and inheritance (Crystal and Davy 1969).

(Maja Stanojević: 2011), divided the general features into the following:

Lexical features

Word choice plays a significant role in reaching the goal of legal writing in simple English. It is recommended to avoid complex, technical, foreign, or jargon words and expressions.

a. Technical Term

They are pure legal terms, “tort” is an example for them, ordinary people are familiar to some of them (patent, share, royalty) while others are only known by lawyers (bailment, abatement) (Haigh 2004).

There are common words with uncommon meaning, apart from pure terms, in other words, words that have more than one meaning, carry a specific meaning within the

legal English writing, for instance, attachment, action, execute...etc. Professionals use these words as technical terms in specific context. (Mellinkoff 1963) stated that legal English contains argot, which is what we call today as slang: the language of trade, occupation or profession. Slang is kind of informal sub-language; it is present in law even thou formal language is the most important feature of legal language. Lawyers in their slang, often use short terms. For example, depo (deposition), punies (punitive damages)... etc.

b. Foreign words

(Crystal and Davy 1969) argued that many words and phrases are of Latin and French origin, such as (bona fides, a fortiori, sub judice... etc). Latin words was subject to either the process of transliteration or direct borrowing.

Before foreign words being used enormously, there were native terms in legal English from the Anglo-Saxon period, such as (bequeath, steal, sheriff, swear, witness, murder, oath). Latin expressions that were introduced are: versus, pro se, in propria persona, etc.

Words of Latin origin are: negligence, adjacent, inferior. The French influence is reflected on the words of French origin (appeal, attorney, claim, counsel, defendant, evidence, jury, judge, plaintiff, plea, sue, verdict) as well as in the use of adjectives after the nouns such as, attorney general, court martial. The use of the suffix “ee” is also of French origin, such as (lessee = the person leased to).

c. Synonymy

English has many synonyms because of the influence of Latin and French languages. The number of synonyms that refers to the same legal concept is what makes legal drafting complicated. (Haigh 2004) introduces the following examples:

Assign = transfer

Breach = violation

Clause = provision, paragraph, article

Contract = agreement

Default = failure

Lessee = tenant

Promise = assurance, undertaking

Void = invalid, ineffective

d. Repetition of words

The use of repetition is to avoid ambiguity. Which means that nouns are being used repeatedly instead of the use of pronouns, that is because the use of reference of pronouns may not be clear and it would make the sentence ambiguous. An example for repetition is provided by (Maja Stanojević: 2012):

Nationals of a **State Party** in possession of another nationality shall have, in the territory of that **State Party** in which they reside, the same rights and duties as other nationals of that **State Party**.

Syntactic features

a. Sentence length

The most clear syntactic feature is the length of sentences and its complexity. Plain English explored and disputed the structural complexity and the chances for shortening of sentences in legal writing.

In the past, the parts of any legal document used to consist of a single sentence. Information, long noun phrases, repetitiveness, particular word order, prepositional phrases, subordinate clauses and coordinate clauses are all included in sentences and for that reason, suggestions have been made to lawyers to measure the length of the sentence, or delete unnecessary words and phrases (Rylance 1994).

b. Nominalization

The use of nouns that are derived from verbs instead of the verb itself is often used in legal language, such as *give consideration* instead of *to consider*, *to be in opposition* instead of *to oppose*, and so on.

The problem of nominalization is that it makes the sentence longer, if we take for example the sentence *the judge decided* (3 words), and compare it with *the judge made*

a decision (5 words), we can clearly see that the first sentence is shorter, and I believe for that reason (Haigh 2004) suggested that nominalization should be avoided.

c. Impersonal style

(Schneiderei 2004) state that “lawyers often use features that reduce the agent in his identity as they emphasize the action, depending on which party they represent”.

(Williams 2004) mentioned that passive voice is one of the characteristics of impersonal style.

d. Passives

Legal language tends to use passive rather than active form, that is because passive voice is an indirect and formal tone that lawyers feel comfortable with (Haigh 2004).

e. Wh- deletion.

It is common to delete the wh-form in legal English, for example *herein* instead of *which is*

f. Conditionals.

Complex conditional are common in legal English according to (Crystal and Davy 1969).

g. Prepositional phrases.

Heavy occurrence of prepositional phrases in legal English as in to give time for the payment of any purchase. (Van Dijk 1981)

h. Unique determiners.

According to (Crystal and Davy 1969), and (Van Dijk 1981), legal English uses unfamiliar determiners like *such* and *said*.

i. Impersonality. (Haigh 2004) mentioned that we should use gender-neutral pronouns instead of writing he/she to refer to someone whose sex is unknown, such as anyone, everyone, no one ... etc.

j. Negatives

(Haigh 2004) stated that the use of multiple negatives in legal English are common and expressed in *unless*, *except*, etc...

k. Unusual word order. The influence made by French grammatical structures is one factor of such a strange phenomenon that is used in legal documents. For example, “the provisions for termination hereinafter appearing or will at the cost of the borrower forthwith comply with the same”.

l. Use of phrasal verbs. They are often used in a quasi-technical sense and play an important role in legal English, such as, parties enter into contracts, put down deposits, and so on.

m. The use of shall, may and may not. In official documents, we use “shall” to demonstrate a law, promise, command, etc. For example, “all payments shall be made...” The use of “shall” is different of the auxiliary verbs, which refers to the future tense, while “may” is used to express the possibility that someone may do something in a certain way. For example, “The Second Party may assign this agreement to a third party...”. “May not” is used to show the opposite of “may” as in “The Second Party may not assign this agreement to the third party...”

It is important to know the features of legal language since (Mattila: 2006) has claimed that law is bound to language, and for that, legal language has existed as long as the law. Lawyers, courts, judges, police, legislators, and lawmakers employ legal discourse. Furthermore, (Maja Stanojević: 2011) listed the divisions of the features of English legal language which are the lexical features such as technical terms, synonyms, repetition of words and foreign words and syntactic features such as the length of the sentence, the use of passive, the use of phrasal verbs, nominalization...etc.

1.2.3. General features of Arabic Legal Language

In comparison to English legal language discussed above, (Fakhouri: 2008) stated that Arabic legal language has its own features and structures. Even though Arabic and English legal texts, in many aspects, are similar, but the two registers differ in terms of form, structure, style, meaning...etc.

(Emery 1989) stated that Arabic legal texts have its own structure and style, as the grammatical cohesion and finite structures are more used in Arabic legal texts than its English counterparts, and the use of passive is less in Arabic than English, and that can be demonstrated through a closer look at the legal register of the two languages.

(Farghal and Shunnaq 1991) mentioned that Arabic legal texts do not use non-finite phrases as English does, Arabic possesses clauses only, in other words, finite clauses. The legal register differs between Arabic and English, as regards the organization and structure of the text. Arabic, unlike English, rarely rely on paragraphing and organization of sentences regarding punctuation, capitalization and italicization (Emery 1989).

The following features generally characterize Arabic legal language:

Lexical Features

(Emery 1989) believes that Arabic has its own technical terminology when it comes to legal texts, just like English legal language. The lexical features are as follows:

a. Doublets. They are used to express emphasis as in:

This establishment announces and declares ان هذه المؤسسة تعلن وتصرح

b. Binominals. According to (emery 1989), they are collocations of either antonyms, synonyms, or near synonyms, and the purpose of their use is stylistic in Modern Arabic, and it's not more commonly used that in other Arabic registers, such as “عاجلا ام اجلا” – “sooner or later”, “ذهابا وايابا” – “round trip”.

c. Descriptive epithets. It is used to put emphasis and modify the noun, as this example provided by (Emery 1989):

The two high contracting parities confirm

يؤكد الطرفان الساميان المتعاقدان

Syntactic Features

a. Nominalization. The Arabic sentences can either be nominal sentences (verbless) or verbal sentences (having verbs). The use of long complicated nominals is a feature of Arabic legal language, just like English.

b. Verbal group. According to (Emery 1989), the imperfect past verb “كان” is equivalent to “shall” in legal English and it may express condition as in:

Those to be recruited in the Iraqi Air Force **should** be Iraqis by birth
is translated into:

يقبل في القوة الجوية العراقية من كان عراقيا بالولادة

c. Conditionals. Arabic legal texts is full of conditionals, obligations, or rights. “اذا” – “if”, is the most common conditional particle, for example:

If the two parties agreed

Is translated into:

إذا اتفق الطرفان

d. Passives. Passives in legal Arabic have special form where no auxiliaries are being used, even thou there is a tendency to reduce passive constructions in legal Arabic language as in the example provided by (Emery 1989) :

يكون تعيين الموظف تحت الاختبار لمدة ستة اشهر

Is translated into:

The employee shall be appointed on a probationary basis for a period of six months.

1.2.4. Difficulties of Legal Translation

Legal texts involve a number of different types of translation problems and require specific methods with which to make a translated text understandable for the reader in the target language, while simultaneously reflecting the original character and unique features of the legal system of the source language country. These requirements force a translator to take great care with the constant connection of the translated text to the source language’s culture, by using strategies such as borrowing original terms,

naturalizing some specific terms into the target language, using language calques, or introducing descriptive translation, in which some explanations are mandatorily included.

Because the system-bound nature of legal terminology, legal translation is considered to be more difficult than other types of translations. Each country has its own legal terms, unlike scientific terms, which will be different even from legal terms of another country with the same language (Malakhova A, Korgina A, Shishigina N 2015).

(Smith: 1995) mentioned the difficulties of legal translations, she said that the translation of legal terminology is one of the most difficult tasks that a legal translator may face, because it is important for legal translator to understand the terms as well as to know all the features of such terms in SL and TL. It will be extremely difficult, in some cases, or perhaps impossible to find an equivalent for these terms between SL and TL.

(Chirilă: 2014), a PhD Lecturer in Constantin Brâncoveanu University, mentioned some difficulties faced by translators, and listed them as follows:

Latin expressions: We come across Latin expression while working with legal texts, as Latin was the language of law in the Middle Ages of the Western Europe region influencing most of the European languages. *Sub judice, bona fide, etc.*, can be given as examples of these Latin expressions.

Cultural differences: Culture can be defined as a system of meaning or potential behavior of the members of society. The readers believe that translation is the way to represent the terms that they do not understand with its original meaning, for that, translators should focus on the cultural details to translate the legal lexicon of legal documents.

For instance, the Arabic sentence that can be found in marriage contracts which is “خلقت على خاتم ربها” can have two translations into English. This sentence is translated either as “still single as Allah created her or still virgin as Allah created her”. If we are

to analyze these two translations into English, they are both correct, but in the religion of Islam, we must translate this sentence into “still virgin as Allah created her” from the religious point of view. Since the sentence “still single...” doesn’t mean that she is still virgin, it might mean that she is single but she had a sexual interaction, which is illegal in Islam (Al Aqad: 2014).

The translation of certificate and diplomas. The aim of translating this kind of texts is to deliver personal information, its recognition and application. The strategy for this translation is to maintain original form without cultural adaptation, which means using the simplest equivalence using dictionaries, glossaries or other sources, keeping in mind that (addresses, names of people and places) should be left untouched.

The translation of the names of institutions. Sometimes, it is difficult to find an equivalent in the foreign language in many sources like dictionaries for example. The solution for that is to borrow the original name with the descriptive translation of it, or the use of calque, sometimes, (we use the name of the institution if both of the institutions have the same function).

Many scholars, such as Malakhova A, Smith, Chirilă... etc. have argued that legal translation is difficult due to the system-bound nature of legal terminology, since each country has its own terminology. Chirilă mentioned some of the difficulties faced by legal translators such as translating the name of institutions, translating certificates and diplomas, the differences in cultures.

1.2.5. Classification of translation errors

Errors in translation mean that the translator made mistakes while translating the legal document. These errors or “mistakes” can be classified as semantic, pragmatic, linguistic, or stylistic errors. They can be caused by means of misunderstanding the content of the source document, lack of terminology by the translator, or some other factors. (Gyde Hansen: 2010)

Garboviskiy also mentions four essential reasons leading to errors in translation: linguistic incompetence of the source document, lack of background knowledge, not fully understanding the subject, and the inability of translators to grasp the style of the speaker. (Garboviskiy N.K: 2007).

However, the third classification by Komossarov, is different from the two classifications mentioned above. His classifications, in my opinion, explains exactly what are the reasons behind errors. While the other classifications above focus mainly on the linguistic or stylistic levels, he states that errors also happens on the grammatical level as well. He identifies four types of errors “mistakes”: Distortion, Inaccuracies, Stylistic drawbacks, and solecisms. According to him, **Distortion** is describing the original situation by another causing the reader to be misinformed. This happens because of the misunderstanding of the translator to the text or lack of language knowledge. **Inaccuracy** happens when some details are mistranslated. It occurs because misunderstanding a structure or a word in the sentence. **Stylistic drawback** is the deviation from the stylistic and semantic norms of the target language, which is cause by underestimating the transformations of the translation. Finally, **Solecism** is a grammatical mistake cause by breaking structural norms of the target language because of the lack of translator’s knowledge about the source language. (Komossarov: 2001)

These three classifications, among many others, are all important to understand how these mistakes are made while translating such legal documents. All of them describe, in different words, the same issues made by translators in translating legal documents such as the linguistic incompetence or stylistic mistakes...etc. with a little difference as Komissarov mentions that grammatical errors also an important one.

1.3. Translation of Contracts

(Fakhouri: 2008) mentioned that Contracts can be defined as agreements set between two parties or more for exchanging performance in a given situation for a specific purpose. The contract will set forth what legal actions to perform or not to

perform in the substantive provisions in the form of obligations, permissions, authorizations, and prohibitions, all of which are applicable by law (Sarcevic: 2000).

Contracts, in today's world, are legal documents that are most likely familiar by ordinary people, they do not have to be formally written to be legally binding. Oral contracts are valid in law, but it will be difficult to prove them if there was no witness.

According to (Alcaraz and Hughes: 2002), contracts generally have the following textual features:

a. Commencement or premises

There is a descriptive phrase, in the introductory section, that identify the type of undertaken. Parties are identified in this section usually.

b. Recital or preamble

Parties usually recite the reasons of constructing such contract, in very formal contracts. Sometimes, commercial contracts follow this tradition by providing the relations, interests and identities of one party to another and the overall purpose of the contract.

c. The operative provisions

This sections starts with a clause that announce the presence of an agreement between the parties, giving force to it by using verbs like agree, promise, undertake ...etc. While the rest of the section is for detailed specifications of overall bargain and parties.

d. Definitions

If it's believed by the parties that definitions are important for making their intentions clear, then they can invariably contained in the operative provisions.

e. Consideration

This section is for explaining what the nature of the mutual exchange of benefits between the parties is.

f. Representation and warranties

This clause or section is made for guaranteeing the good faith of each party, such as assurances as regards the quality of the goods or services provided, the right of each party to act in the contract, and the legal assumptions on which the contract is entered into.

g. Applicable law

It is common to express which law or those laws will clarify set of laws to be chosen by the parties to govern the agreement and the court that are competent in case of dispute.

h. Severability

This section is optional, in this section; parties may agree that if any party to the contract is deemed inoperative or unlawful, the rest of the agreement will remain valid.

i. Signature

The names of the parties are readably printed above or below the signatures, and if one of the parties is a jurstic person, then his professional capacity is mentioned.

j. Schedules

They are known as “appendices”, “annexes” or “exhibits” which contains different information of interest to the parties such as shipping documents, technical specifications, power of attorney...etc.)

Many difficulties are faced during the translation of contracts, as these difficulties are discussed above, if we take the following sentence for example from an Arabic Marriage Contract, we will notice there are different translations to the sentence as provided by (Al Aqad: 2014):

Table 4 Cultural difficulties

The Arabic sentence	Translation 1	Translation 2
انكحتك موكنتي على <u>مهر معجل</u> <u>وقدره</u> ...	I have given to you my daughter in marriage for <u>down payment dowry</u> of ...	I marry you my daughter on <u>dowry prepaid</u> estimated to ...

If we are to analyze the translations, we see both translators use the word “dowry” in translating the word “مهر”. The word “dowry” does not give the exact meaning of what the word “مهر” means in Arabic. On the one hand, the word “dowry” in English means the money or estate that the wife gives to the groom as devotion. While on the other hand the word “مهر” means the amount of money that the man has to pay to the wife before the wedding ceremony, and since there is no equivalent for the word “مهر” in English, the word should be kept as it is “Mahr” and giving its explanation in the margins.

Sometimes, there are lexical difficulties that face that translator, as sometimes a word can have more than one meaning and it could confuse the translator, if we look at this example:

Table 5 lexical difficulties

Arabic sentence	Translator (1)	Translator (2)
حساب الأرباح والخسائر <u>للتعهدات</u> المنجزة للسنة المنتهية في 2013/12/31	Calculating the profits and losses of the completed <u>commitments</u> for the year ended on 31/12/2013	Calculating the profits and losses of the completed <u>contracts</u> for

		the year ended on 31/12/2013
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If we are to analyze this sentence, we find that the Arabic sentence has the word “تعهدات”, which have many meanings, and that might confuse the translator. The word “تعهدات” in this Arabic sentence means “عقود” or “مقاولات” (which means contracts in English), translator (1) translated the word “تعهدات” as “commitments” and that will be wrong translation because as it was mentioned, the word “تعهدات” means “contracts” and not Commitments, and that what translator (2) did in translating this sentence.

Another difficulty that may be faced during the translation is the grammatical difficulty, for example:

المعدات الكهربائية والابواب الخارجية والداخلية للساحبة يجب ان تكون مضادة للحريق

In this Arabic sentence, it did not start with the main verb. The main verb is “يجب” which means “shall” in English, and that could make confusion to the translator if he faces more than one verb in a sentence and it did not begin with the main verb, so the Arabic sentence should start with the main verb to make the sentence clearer, the correct sentence would be:

يجب ان تكون المعدات الكهربائية والابواب الخارجية والداخلية للساحبة مضادة للحريق

Moreover, the translation for this sentence will be:

The electric equipment, the outside, and inside doors of the tow boat shall be fire-proof.

1.4. Results

This chapter explains the importance of legal translation and the importance on having qualified translators to do the task of translation. The problem of legal translation lies in the fact legal translation is regarded to be a difficult task to do. That is because legal translation depends not only on the cultural difference between different countries, but also there are different legal systems with different terms, concepts, and laws. This problem and this difficult task is summarized in Šarčević defining legal translation as, “a translation from one legal system into another – from one source legal system into the target legal system”.

English legal discourse dates back to the Ancient Greece with philosophers like Plato encouraging freedom and democracy. While the Arabic legal discourse dates back to the Babylon times, which was used for diplomatic purposes. It started with the establishment of Hammurabi’s translation center to transfer his laws over the kingdom (EL-Farahaty: 2008). Therefore, from the above information, legal translation poses itself as an important field in human life and legal translators need to have certain skills, requirements and have to know some procedures to be competent translators.

Since legal translation depends mainly on the legal systems, the legal translator must understand the law as well as the legal system in the country of the ST and the country of the TT. Legal translators have to stay faithful to the tone and the format of the original document. It is unacceptable for legal translators to act freely while translating the legal document. In other words, legal translator must be familiar with the legal systems of source language and target language, must understand the terminology of legal systems and must be an expert in the style of the target language.

Legal translators must consider some procedures and strategies while translating the legal document. Cognates, for example, is a strategy to be considered by legal translators. Cognates are used when some expressions do not exist in the target language. Borrowing, or loan words, is also used in the case of proper nouns, for

example. In some situations, when there is lack of adequate terms, legal translators use literal translation, or what is known as “Calques”.

The focus of this paper is on the difficulties of legal translation, since this paper aims at finding and solving some problems faced by legal translators. Before we describe the difficulties faced by legal translators, we have to understand the features of Arabic and English legal languages and what are the similarities between them. Some scholars describe the legal language as the least communicative language as it is not intended to enlighten the users of language but to allow one specialist to register information for examination by another. The language of law, like other fields, has its own characteristics. For example, frequent use of common words with uncommon meanings, frequent use of Old and Middle English words that are rarely used, now, frequent use of Latin words, using French words and so on. Moreover, the language of law has its own features as well, and some of these features are similar in Arabic and English. For example, the length of the sentence, joining words or phrases with conjunctions, flexible or vague language, technical vocabulary, and archaic vocabulary.

As stated above, Arabic and English legal languages have some similar features. However, there are different in terms of form, structure, style, meaning...etc. Arabic legal text has its own structure and style. Grammatical cohesion and finite structures are used more in Arabic legal texts. The use of passive voice in legal documents is more in English than in Arabic, which can be demonstrated through a closer look at the legal register of the two languages.

English legal text uses none-finite phrases while Arabic legal text do not use them, as Arabic legal text uses clauses only, i.e. finite clauses. Arabic and English legal registers are different as concerns the organization and structure of the text. Arabic legal register, unlike English, rarely rely on organizing the sentences as regards the punctuation, capitalization and italicization. Legal translators must understand these features of both languages to understand how to deal with the difficulties they face.

Legal translation is considered difficult, more difficult than any type of translation. The difficulty of legal translation is due to the fact that every country, as stated before, has its own legal terms, which will differ even between two different legal systems of another country with the same language. For example, but not limited to, Latin expression is one of these difficulties faced by legal translators as it was the language of law in the Middle Ages of the Western Europe region.

Cultural differences are also one of the most important and difficult tasks to deal with. Some cultural terms or concepts have no adequate equivalent in the target language and this will pose a problem for some legal translators.

Because of the above difficulties, legal translators make errors that will lead to producing unacceptable translation. These errors can be divided into many levels, grammatical, stylistic, semantic, pragmatic errors...etc. Each error can have its own implication on the legal document as concerns its meaning, formatting, or its own style, which will make this document unacceptable.

CHAPTER 2 COMPARATIVE ANALYSIS OF LEGAL CONTRACT TRANSLATION

2.1. Analysis of Contracts. Research procedure.

2.1.1. Research procedure description. Translation errors.

This part discusses the research procedure. It outlines the research design, unit of analysis, source of data, technique of data collection, and technique of data analysis.

To analyze the quality of the translations made in Arabic and English we used qualitative comparative analyses and content analysis that represent the category of qualitative research.

Leininger (1985:5) defines qualitative research as the methods and techniques of observing, documenting, analyzing, and interpreting attributes, patterns, characteristics and meanings of specific, contextual or gestalt features of a phenomenon. In our research, the analysis is called a comparative as it is aimed to compare two different translations of the same contracts in search for mistakes, errors or misinterpretations of the ideas put in the documents.

We analyzed 12 different types of contracts.

After collecting the data, it is analyzed descriptively. Then it is interpreted to see how mistakes made can be avoided in legal translation practice.

The unit of analysis of this research is the lexical units (separate words, phrases) that have wrong translation variants.

Before analyzing the data, the researcher collected it as the media of doing this research. The contracts (12) were taken from online sources. Those contracts were (Lease Contract, Employment Contract, Sale Contract, Primary Sale Contract...etc). Most of them were obtained from the World Association of Arab Translators and Linguists, which is an online forum. The other contracts were obtained from a book by (Hatim, B., Shunnaq, A., and Buckley, K.: 1995).

After collecting the data, it was analyzed following the steps: reading the contracts and highlighting the cases of wrong translation; explaining the reason of error, giving right translation, drawing the conclusion.

Translation errors can happen at many levels such as, semantic, grammatical, stylistic, pragmatic. Each level has its own implications on the legal document. For example, the semantic level can lead to either ambiguity in the sentence or causing the sentence to have meanings other than its original meaning in the source language. In my study, I depended on two levels: Semantic Ambiguity and Stylistic errors.

2.1.2. Semantic Ambiguity

The concept of ambiguity was defined by many dictionaries, one of them is Longman Dictionary of Applied Linguistics and Teaching, which defined ambiguity “as words, phrases or sentences which have more than one meaning” (Richards and Schmidt: 2002). A Dictionary of Law provides another definition of ambiguity as “uncertainty in meaning” (Martin: 2003). However, I find the definition of (Hartmann and Stork: 1976) to be more specific as they defined ambiguity as “a construction which admits more than one interpretation”. Unlike the other definitions mentioned above, the last one shows that ambiguity is not just a matter of words having different meaning; rather it is the matter of being uncertain about the interpretation of the sentence.

In legal translation, when you make the sentence ambiguous, you do not just make the English reader uncertain about the sentence, rather you make the legal document lose its meaning and, therefore, even render this document useless in the target language. In legal documents, every single detail counts. Even the dot at the end of the sentence (.) has its meaning in legal documents. Therefore, the simplest mistakes can make this legal document useless. For that, I listed below some of the mistakes that are made by legal translators in translating legal documents without paying attention to the differences between the words they choose even if they were synonyms.

The table below contains examples of such ambiguities and how the two translators dealt with the situation in hand:

Table 6 Semantic Ambiguity

Original text	Translator (1)	Translator (2)
1. ان الطرف الثاني ملزم الانظمة الداخلية التي يضعها بأحترام الطرف الاول و المصدق عليها من قبل السلطات المعنية بمقتضى القانون	The second party is obliged to respect the internal regulation laid down by the first party and endorsed by the competent authorities in accordance with the law	The second party is compelled to respect the internal laws laid by the first party and authenticated by the relevant authorities according to law.
2. ليس للمستأجر الحق بتأجير المأجور او جزء منه للغير	The lessee may not sublet all of part of the property to a third party	The tenant has no right to rent the property to a third party
3. يباشر المتعاقد واجبات وظيفة سكرتير لغات اجنبية	The contracted party shall carry out the duties of Foreign Languages Assistant	The contracted party shall perform the duties of a Foreign Languages Secretary
4. الامتيازات والحقوق التي يقرها نظام العمل في المملكة العربية السعودية	Privileges and rights recognized by the Labor Law	Privileges and rights recognized by the Labor Law of Saudi Arabia
5. يمنح المتعاقد بعقد شخصي عند انتهاء الخدمة مكافأة	Upon termination of the service of the contracted party engaged by an individual contract, he shall receive a payment	Upon termination of the service, the contracted party engaged by an individual contract shall receive a bonus payment
6. وصف العقار المبيع ومواصفاته	Description of the property sold together with its specifications	Description of the sold property and its specifications

7. باع وتنازل للطرف الثاني	Sells and waives to the buyer	Sells and assigns to the second party
8. عين الطرف الأول "الموكل" الطرف الثاني "الوكيل" بصفته وكيل حصري - داخل الإقليم- للمنتجات المدرجة بالقائمة	Principal appoints Agent as its exclusive agent for the products in the territory listed on the schedule	The first party "Principal" appoints the second party "Agent" as its exclusive agent in the territory for the products listed on the schedule
9. في حالة انتهاء او فسخ هذا العقد	On termination of this agreement	In case of termination or rescission of the agreement
10. العواصف او الأعاصير او الفيضانات	Storm tempest flood	Storms, tempests, or floods
11. تعتبر العطلة الصيفية بالنسبة للمدرسين بمثابة إجازة عادي	The summer leave regarding teachers shall be considered as a normal leave	The summer holiday regarding teachers shall be considered as a normal holiday
12. بحال اخلائه للمأجور بانتهاء المدة	In the event of the lessee vacating the rented property at the expiry of this lease	In the event of the lessee evacuating the rented area at the end of the lease contact period
13. كامل الاهلية	In legal age	Fully competent
14. من المتفق عليه ان يقوم المحاسب القانوني وشركائهم بإعداد وإصدار التقرير المحاسبي النهائي	It is agreed that the Chartered Accountant shall prepare and issue the final accounts report	It is agreed that the Chartered Accountant and its partners shall prepare and issue the final accounts report

15. ما يؤدي الى حدوث أي من الوقائع الواردة في (1) أعلاه, ففي هذه الحالة لا تقوم الشركة بتعويض المؤمن له بموجب احكام البوليصه ...	Resulting in the occurrence of any of the events in (1) above then the company shall only indemnify the insured under the Terms of the Policy...	Resulting in the occurrence of any of the events mentioned in No. (1) above, then the company shall not indemnify the insured under the Terms of the Policy...
16. تكلفة عمليات النسخ	The cost of clerical labor expanded in writing up	The cost of photocopying
17. على ان لا تعفى الشركة من اية مسؤولية	Provided that the Company is not relieved of any liability	Provided that the company shall not be relieved from any liability
18. تحتفظ الشركة بالسعر المطبق على مدة التأمين القصيرة بالنسبة للزمن الذي كانت بوليصة التأمين سارية فيه	The Company will retain the customary short period rate for the time the Policy has been in force	The Company shall retain the customary short period price for the time that the policy was in force at
19. يلتزم الطرف الثاني "الوكيل" بتسويق عينات المنتجات وفقا لكراسة الإعلان المقدمة من الطرف الأول "الموكل"	Agent shall be given samples of the products and marketing literature by Principal	The Agent shall undertake to market the products' samples according to the advertising booklet provided by the Principal

In this table, there are different examples of semantic ambiguity:

In example (1), we have the phrase "مصدق عليها" which has two different translations by the translators (1) and (2). The first translation is "endorsed by" which means,

according to Merriam-Webster dictionary, “writing on the back of a check to obtain the cash”, which in this text does not convey the intended meaning of the Arabic phrase “مصدق عليها”. However, the second translation, “authenticated by”, serves the intended meaning perfectly, as “authenticate” was defined, by the free dictionary as, to give legal validity to something.

The Arabic word “تأجير”, in sentence (2), could cause ambiguity if translated incorrectly:

As we can see from the table above, there are two different translations to the word “تأجير”. Even though it may seem easy to translate, however, in this context, we cannot use the word “rent” to convey the meaning of “تأجير” since this property is already rented by a party. According to Merriam-Webster dictionary, “sublet” means to lease or rent a rented property, so, the correct choice would be “sublet” as was provided by translator (1), along with 30 other contracts that I have look through.

Another example of ambiguity would be the word “سكرتير” mentioned in sentence (3) in the table above:

At the first glance, both translations, whether “assistant” or “secretary”, are synonyms with a slight difference in responsibilities. An assistant has more responsibilities than a secretary does, however, the word “secretary” itself could bring the confusion to the target audience as some countries, including the USA, use the word “Secretary” to refer to a Minister, so it could bring the ambiguity that there is a Minister of Foreign Languages.

In sentence (4) above, translator (1) translated the Arabic phrase “نظام العمل في المملكة العربية السعودية” as “the Labor Law” only without mentioning to which country the law is devoted. It would be of a huge confusion to the other contracted party legally as to which country does this law belong to, as the role of the translator is to be “faithful” in

translating every word, phrase and sentence in the document. The correct translation would be as provided by translator (2).

In sentence (5), the phrase “يمنح مكافأة” was translated by translator (1) as “receive a payment”. Here, the translator did not express what kind of payment shall the contracted party receive, as there are different kinds of payments that can be received and this translation could be “too general” and in this sentence it needs to be more “specific”. Translator (2) achieved this goal of being “specific” by translating this phrase into “receive a bonus payment”.

In example (6), translator (1) made the sentence ambiguous by saying “property sold with...” as this sentence now could indicate that the property was sold as well as the specifications, while the Arabic sentence means “the sold property, and what are its specifications” and that was achieved by translator (2).

In example (7), some translators have a problem differentiating between “waive” and “assign”, as they both are synonyms, which they both mean “تنازل” in Arabic, however, there is a huge difference in their meaning in English. “Waive”, according to Collins Dictionary, means, “to refrain from enforcing (a claim) or applying (a law, penalty, etc)”. “Assign”, according to Merriam-Webster, means “to transfer (property) to another especially in trust or for the benefit of creditors”. From these definitions, and looking at the Arabic sentence as it is related to property, using “waive” is incorrect.

In sentence (8), translator (1) was not accurate in his translation and he made his English version of the context vague as he translated the Arabic sentence “المنتجات للمنتجات” as “for the products in the territory listed”. In his English sentence, the English reader will automatically think that the territory is what is listed on the schedule while the Arabic sentence clearly shows that what is listed on the schedule are the products and not the territory. Translator (2) was accurate in his translation, maintaining the meaning of the Arabic sentence.

In sentence (9), we have two different terms with two different meanings, which are “فسخ او انتهاء” which both were translated as “termination” by translator (1). These

two terms, as I mentioned above, have two different meanings and they CANNOT be interchangeable. According to Francine Viola, a real estate agent with Coldwell banker evergreen Olympic realty, Olympia WA, a rescission restores the parties (buyer; seller; brokerages and brokers) as though the agreement was never written. A rescission also releases the parties from any and all present or future liability. A termination ends the agreement at the point in the agreement. A termination recognizes the agreement (unlike rescission) and does not release the parties from liabilities. And according to these definitions, these two Arabic terms needs to be translated as two separate terms in English and not only as “termination”.

In example (10), translator (1) made a big mistake, which will definitely make the reader of the English text confused, as he did not pay attention to the sentence at all. He did not use any punctuations whatsoever to this sentence making it look as if it is a whole sentence. The English reader, when reading this sentence, will read it as “storm tempest flood” which does not make any sense. While the correct sentence should be “storm, tempest, or flood”.

In sentence (11), we have the Arabic phrase “العطلة الصيفية”, which was translated as “summer leave” by translator (1) and as “summer holiday” by translator (2). First, let us look at the definitions of the words “leave” and “holiday”. “Leave”, according to Merriam-Webster dictionary, means “a permission to do something or authorized especially extended absence from duty or employment”. This word is used mostly for personal purposes. While the word “holiday”, according to the same dictionary above, means “a day on which one is exempt from work”. From the context in the table above, in every country around the world, teachers have their holidays at summer as a normal holiday in which they do not need any permission to be absent from work. So using the word “leave” would indicate that they did ask for a permission to be exempted from work. Therefore, in my opinion, using “holiday” is the correct way.

In example (12), we have the Arabic word “اخلاء” which has many meanings in English. Two of those meanings are “vacating” and “evacuation”. As it is shown in the

table above, translator (2) used the word “evacuating” in translating the word “إخلاء”. In this context, translator (2) showed his inability to translate the Arabic word and give its actual meaning in this sentence. The word “evacuation”, according to Business Dictionary, means “temporary but rapid removal of people from building or disaster (or threatened) area as a rescue or precautionary measure”. From this definition, it is clear that the choice of translator (2) to use the word “evacuate” was incorrect as he indicates that the lessee left the rented property due to a disaster or some kind of a rescue operation. While the Arabic sentence shows that the lessee himself wants to leave the property willingly. Translator (1) used the correct choice of word by using the word “vacating”, which according to Dictionary, means, “to give up possession or occupancy of something”. The translation of translator (2) made the sentence incorrect and ambiguous to the English reader.

In example (13), the Arabic phrase “كامل الاهلية” was mistranslated by translator (1). Legal age, according to <http://www.dictionary.com>, meaning “the age at which a person acquires full legal rights and responsibilities, such as the right to make contracts and deeds”. From this definition, legal age allows the person to make contracts, but it does not convey the actual meaning of “كامل الاهلية” as “fully competent” does, which also can be seen used in many contracts.

In example (14), the first translator overlooked the word “شركائهم” in the Arabic sentence as he translated the sentence without translating the word “شركائهم” which is incorrect as the Arabic sentence clearly states that both the “Chartered Accountant” and “its partners” shall prepare the final accounts report and not just the “Chartered Accountant”. Such errors can make the legal document lose its original meaning.

In example (15), translator (1) translated the whole sentence inaccurately making the whole sentence have a meaning different from what the Arabic sentence meant. In the Arabic sentence, the sentence is a negative one, stating that the company shall not indemnify the insured party in case of some events happened. Translator (1) made the sentence totally incorrect by making it positive. Moreover, it will even make the

contract invalid because the whole sentence was effected by this mistake. Everything in a contract or a legal document is important and the smallest mistakes can affect the whole document. Translator (2), however, translated this sentence correctly and did it justice. He kept the sentence negative, and transferred its meaning fully without any errors or problems in the English document.

In example (16), translator (1) in his translation used a term that is too general, which is “clerical labor” to translate the word “نسخ”. Clerical labor or clerical work, according to an article entitled “What is Clerical Work” from www.learn.org involves daily office tasks, for example answering the phones or entering data and secretaries, office clerks or administrative assistants can perform these tasks. Clerical labor/work also includes tasks such as word processing and typing, photocopying, keeping records, scheduling appointments, and many other tasks. From this article, we can clearly see that the term “Clerical Labor” was too general, as the Arabic word “نسخ” is too specific referring to one task only, which is “photocopying” and it, has no indications to the other tasks of “clerical works” other than “photocopying”. Also, translator (1) used excessive translation making the sentence too long by using too many words to translate “عمليات النسخ”, while translator (1) translated it as “photocopying” which made the sentence shorter and more understandable.

In example (17), the Arabic sentence is in the present form. The reason behind me pointing out what tense the sentence is, it is because in legal documents, there is a kind of obligation in them. According to (Sonia Halimi: 2013), which her statement is written in the Arabic language but I will be translating her statement into English. Sonia states that “from a structural point of view, the language of law is distinguished by some obligatory tones which would have its own meaning in the legal discourse. An example of the use of obligatory tone is the word “shall” which gives the meaning of obligation. When translating such word or “obligatory tone”, then its equivalent in Arabic shall be in the form of present tense”. Therefore, from what is mentioned above, it is quite clear that even if we faced a present tense in the legal document, it has to be translated as an

obligation by using “shall” to convey the meaning. Also, shall, in Merriam-Webster Dictionary, is defined expressly as being “used in laws, regulations or directives to express what is mandatory”. However, translator (1) did not pay attention to the tense of the sentence nor did he pay attention to the indications the sentence have. He translated the sentence with no obligations implied in the English version and that is a crucial mistake. Translator (2) was successful in his translation by using the word “shall” to indicate obligation in the sentence.

In example (18), we see a similar problem as shown in example (16). The difference here is that translator (1) used “will”. “Will”, according to Merriem-Webster Dictionary, is used to “express desire, choice, willingness, consent...”. While, as indicated also in example (16), that it shall be expressed as an obligatory sentence by using “shall” to indicate that.

In sentence (19), translator (1) translated this sentence in a way that changed the meaning of the Arabic sentence completely. The translator stated that these samples shall be given by the first party to the second party without stating what is important in this sentence which is the “undertake” given by the second party to market these products. However, translator (2) was accurate in his translation, as he stated clearly what the Arabic sentence stipulates.

2.1.3. Stylistic Errors

There is a highly increased demand for competent and trained legal translators, due to globalization, to produce more accurate legal translation. Legal language is different from ordinary language, and one of the most important differences between the legal language and ordinary language is that legal language serves a legal purpose and any errors in translation, whether on the level of language or style, will lead to legal consequences. (Pi-Chan Hu: 2016)

Table 7 Stylistic Errors

Original Text	Translator 1	Translator 2
1. عقد بيع ابتدائي	Preliminary Contract	Primary Sales Contract
2. يحمل جواز سفر رقم	With passport No.	The holder of Passport No.
3. حيث ان الطرف الأول	Whereas the seller	Whereas the first party
4. المحددة الحدود والمعالم كما يلي	Which the borders of the whole piece of land as follows	Which its borders is as follows
5. تعتبر جزءا لا ينفصل ولا يتجزأ من هذا العقد	Shall be considered an inseparable and indivisible part of the present contract	Shall be considered as an integral part of this contract.
6. تحرر هذا العقد من نسختين	Executed in duplicate	This contract has been made in two copies
7. يعتبر هذا العقد لاغيا	This contract shall be considered null and void	This contract shall be considered null
8. يتقاضى الطرف الثاني "الوكيل" العمولة بحلول الأسبوع الأول من كل شهر	Commission shall be paid each month by the first week of the month	Commission shall be paid by the first week of each month
9. مسؤولية الشركة	Liability at the company	Liability of the company

10. على هذه الشروط تم الاتفاق وقبول الطرفين	These terms and conditions have been agreed upon and accepted by both parties	These terms and conditions have been agreed upon by both parties
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In example (1), this is the kind of contract which in Arabic is called “عقد بيع ابتدائي” it can be clearly seen that translator (1) did not translate the name of the contract correctly as he left out the word “بيع” without translation. In addition, after examining more than 20 contracts, especially from USA and Great Britain, I noticed that more than 80% of these contracts are named “Primary Sales Contract” and not “Preliminary Contract”.

In the example (2), we have the Arabic phrase “يحمل جواز سفر”, which translator (1) did not translate it in a legal style as his translation could make the legal document of poor quality. If we look at an enormous amount of contracts, we can without a doubt see all of these contracts use the phrase “the holder of passport.....” which will be the more accurate and formal than “with passport No.”.

Some translators think that using terms instead of the actual name, titles...etc. would serve the legal document and makes it better. In fact, it is a clear sign of poorly written documents and also it is a sign that the translator acted on his own and translated the document without making any consideration of the text, and we can see that in example No. (3) as translator (1) translated “الطرف الاول” as “seller” and not as what translator (2) translated it “first party”.

In example No. (4), translator (1) made the sentence long using excessive translation. Nowadays, legal translation, especially in English tends to use short and more formal sentences rather than long ones. Translator (2) translated the sentence shorter with a more formal style.

Some trainee translators tend to use synonyms of the same word in one sentence, as they believe that it would make the legal document more powerful, while in fact it

makes the legal document poor and does not serve the legal document. This problem is seen in example (5) as the Arabic phrase “جزء لا ينفصل ولا يتجزأ” was translated as “inseparable and indivisible part”, however, if we look at the American, British, or any contract from any country written in English we will clearly notice that this phrase will be translated as “integral part”.

In sentence (6), translator (1) overlooked the word “عقد” in Arabic and did not translate it. This is a big mistake as he overlooked a word that is important to the context and without it, the context may look vague, as we may not know exactly what was executed, translator (2) was successful in his translation, as he did not overlook this word and translated it as “contract” making the context clear. In addition, after observing over 20 contracts, I have found all of them use the word “made” instead of “executed”. In sentence (7), translator (1) used synonymous words which are “null and void” which these words have the same meaning and that is “ineffective”. This issue dates back to Medieval period as David Crystal (2004) explains that at that time lawyers intended to use doublets to avoid ambiguity, so they used mixtures of Latin, French and English to do so and ever since it became a feature of legal language. However, in my opinion, such methods or “features” are not necessary to be used since they will only make the text longer and might even not help in avoiding ambiguity. I believe using one word to describe such doublets or “synonymous words”, as translator (2) did in his translation, is a good alternative.

In sentence (8), translator (1) used excessive translation, repeating the word “month” two times which in my opinion he should not have done that. Here in this sentence there is no need to repeat the word “month” as it will not make a difference if it was said twice. Simply saying that the payment shall be on the first week of each month will be understood and it will make the sentence shorter.

Example (9) seems easy to translate; however, translator (1) was not paying attention to the use of prepositions as he used the preposition “at” instead of the

preposition “of”. This shows that translator (1) lacks the knowledge of the uses of prepositions.

In sentence (10), Arabic language tends to use synonymous binominals for style, which can be replaced by a single word in the English language most of the time. Translator (1) translated the Arabic sentence “الاتفاق وقبول الطرفين” as “agreed upon and accepted”. Here, in my opinion, translator (1) was using the Arabic style and influencing it into the English language. If we are to analyze this sentence, then once you agree on something it means that you accept it. This is a kind of excessive translation. Translator (2) used only “agreed upon” to convey the whole meaning.

2.2. Cultural Differences

Culture is a system of meaning or potential behavior of the members of society. The readers believe that translation is the way to represent the terms that they do not understand with its original meaning, for that, translators should focus on the cultural details to translate the legal lexicon of legal documents.

Each country has its own culture and each legal system is influenced partial or fully by that culture and for legal translators to fully convey the meaning, they shall be of great knowledge of the target language and source language cultures.

The following table will show some cultural differences

Table 8 Cultural Differences

Original Text	Translator 1	Translator 2
1. تم بعون الله ابرام هذا العقد بتاريخ	With the help of Allah Almighty this contract is entered into and concluded on	This contract is made on

يدفع الراتب الشهري 2. للطرف الثاني مع نهاية كل شهر ميلادي	The monthly salary shall be paid to the second party according to the Christian Calendar monthly in arrears.	The salary of the second party shall be paid at the end of each Gregorian calendar month.
3. الاقرارات الزكوية	Zakat declarations	Zakat (charity) declarations
4. التعاقد شرعا	To contract as required by Shari'ah	To contract according to Sharia (Islamic Law)
5. الحكم على المتعاقد بحد شرعي	Conviction of the contracted party of a transgression of Islamic Law	Conviction of the contracted party of transgression

In example (1), we can see a phrase which refers to the Islamic Religion which is “بعون الله” which means “with the help of Allah Almighty”, however, this sentence, in my opinion, can be removed and not translated as it does not affect the contract if omitted. The other reason is that the concept of creator is different in each culture and maybe the reader of the target language, which in this case is the English reader, does not know what “Allah” mean.

Another example would be “الشهر الميلادي” in sentence (2) mentioned in the table. On one hand, translator (1) translated “شهر ميلادي” as “Christian Calendar”, which would indicate that there is a calendar intended for Christians only, or that there is a calendar that we may not know of, while in fact, this calendar is used in almost every country around the world. Translator (2), on the other hand, used “Gregorian Calendar” to refer to “شهر ميلادي”, which would be the perfect equivalent for the Arabic phrase, or even the use of “Calendar Month” would also be a perfect equivalent, as I have seen the phrase “calendar month” used almost in 20 out of 25 contracts that I have consulted

Sentence (3), in my opinion, is an important example to be discussed, which is about some Islamic Concepts. The Arabic word “زكاة” in this example, have been translated in two different ways. Translator (1) just simply used the method of transliteration as there is no exact equivalent to such concept in the English language. Translator (2) used two methods for translating such concept, the first he used transliteration and the second he gave what in his opinion might be the closest equivalent in English, which is the word “charity”. If we stop at the second translation and we try to compare between “Zakat” and “Charity” we will find that they function differently. First, let us have a look at the definition of the word “Zakat”. “Zakat”, according to Oxford Dictionaries, means “payment made annually under Islamic law on certain kinds of property and used for charitable and religious purposes, one of the Five Pillars of Islam”. The concept of “Zakat” is obligatory in the Islamic culture, and this is done by paying 2.5% of the wealth per year. However, charity is something done voluntarily, which is done without any specific amount or percentage. Having discussed this, I believe the best way to translate such concepts is by transliteration and then giving its definition in the margins to allow the English-reading persons to understand such concepts.

Another example of some of the Islamic concepts would be found in sentence (4) in the word “شرع” in the phrase “التعاقد شرعا”. Here translator (1) also used the method of transliteration to translate this concept. For English speaking people, they may not understand such terms, except for those who have been in contact with the Islamic culture. The word “Shari’ah”, according to the free dictionary, means the code of law derived from the Quran and the teachings and examples of Prophet Mohammed, which is only applicable to Muslims. This word has no literal equivalent in the English language as it is applied mainly for Muslims. Translator (2), in his translation, used two methods, transliteration and explanation of the concept between two brackets as he explained what Sharia means by saying (Islamic Law). For me, there could be two ways of translating this concept, as most of translators only translate it as “shari’ah” without giving any explanation on what that concept means. The first, is to translate it as

translator (2) did, giving the closest equivalent or translation to such concept, or translate it as it is “shari’ah” and give its meaning in the margins. Now that I mentioned that there could be two ways of translating this concept, I believe the second way is the most professional way to translate such concepts.

In sentence (5), we have the phrase “حد شرعي” which is a punishment according to Islamic Law. Translator (1) used the word “transgression” which means, according to Merriem-Webster Dictionary, an act or process of infringement or violation of a law, command or duty, and he accompanied this word with “of Islamic Law” to indicate that these violations are considered according to the Islamic law. If we only used the word “transgression”, then the meaning of this sentence will be lost, as it will be considered according to the laws of a certain country, which is quite different from the Law of Islam. What might be acceptable in a certain country’s law might be forbidden in the Law of Islam. That is why translator (1) had the most accurate translation.

RESULTS

The analysis of (12) different contracts together with its two different translations let us define two predominant types of translation difficulties that are explained by two main reasons: linguistic incompetence of a translator and cultural ignorance. Translation errors were subdivided into:

Lexical errors: resulting in semantic ambiguity; and

Stylistic errors: making the document informal.

In those (12) contracts, we encountered (34) difficulties faced by the translators, in which, one of the two translators could not deal correctly with the way to overcome these difficulties by either using a wrong word or making the sentence too long.

The overall errors in translation were (29) errors, whether semantic ambiguity or stylistic errors, taking (85.29%) of the total difficulties faced by translators. Semantic ambiguities that were encountered while analyzing the translation of the contract were (19) out of the (29) total errors in translation taking (55.88%) out of the (85.29%) of the total errors in translation.

The stylistic errors were (10) taking (29.41%) out of the (85.29%) of the total errors in translation.

The cultural difficulties were only (5) taking (14.71%) which either effected the meaning of the sentence or had no equivalent in the target language. (Figure 1)

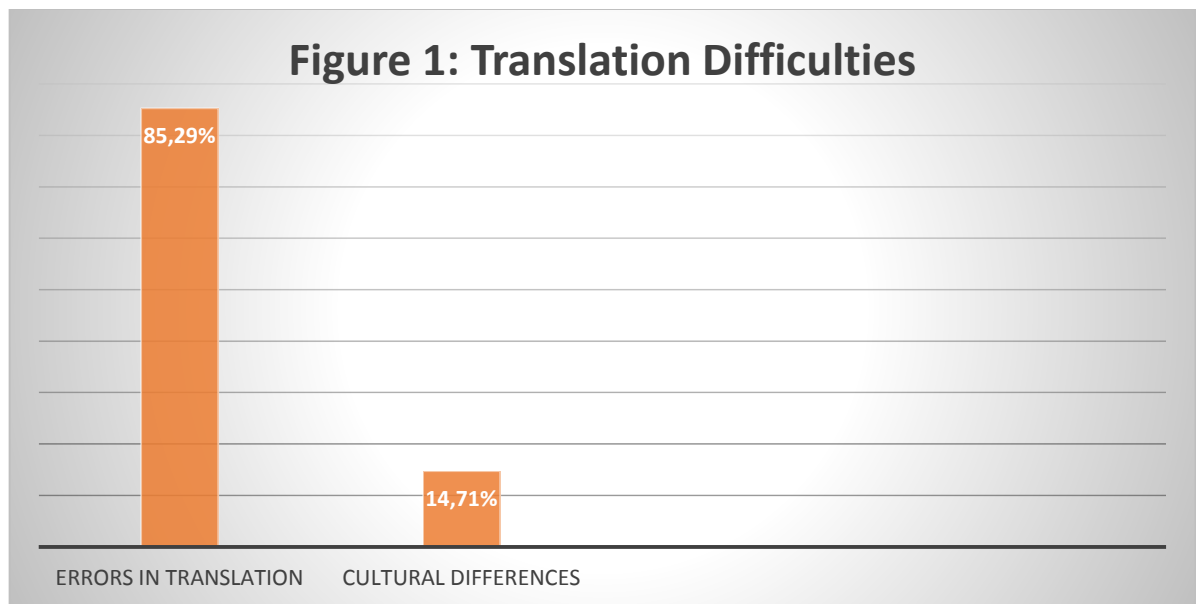


Figure 1 the percentages of the occurrence of each difficulty in the analyzed legal document

Let us take a closer look at each situation, starting with “errors in translation” since it got the highest number of wrong choice of word. Errors in translation, as mentioned above in (3.1. Translation Errors), could either effect the meaning or the style of the legal document. On the level of meaning or (Semantic Ambiguity), we encountered (19) different sentences which I found important to analyze. On the level of style, we encountered (10) different sentences. The total sentences were (29), semantic ambiguity took (65.52%) leaving the stylistic errors with (34.48%). (Figure 2)

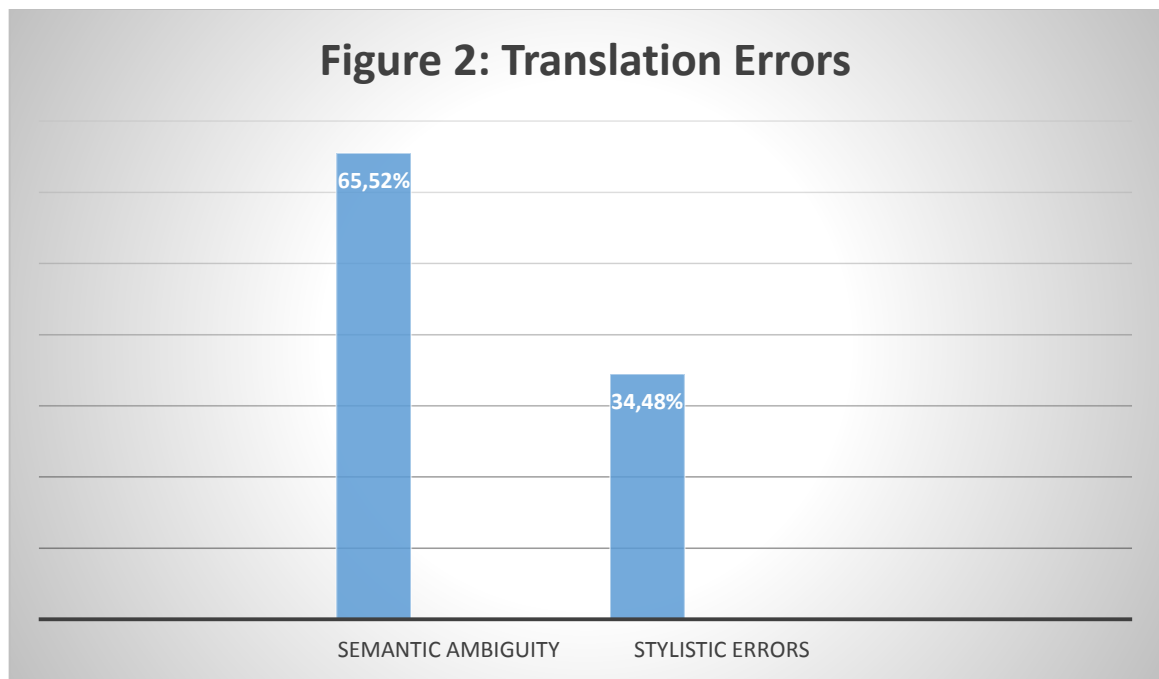


Figure 2 the usage of a wrong word can effect on the meaning and the style of the document.

As concerns the cultural differences, there were five cultural differences encountered after analyzing the contracts. Those cultural differences can be divided into three different results. First: one of these five cultural differences did not affect the meaning of the sentence, however it made the sentence longer and also the English reader may not receive such sentence with full gratitude, which is the example of mentioning the concept of God (Allah) which can be received differently according to the religious point of view of the reader. Second: two of these sentences affected the meaning of the sentence and added ambiguity to it as well, which I am referring to the Christian calendar and the concept of transgression according to Islam. Third: the other two sentence did not entirely affect the meaning of the sentence but it could leave the English reader uncertain about the term or concept itself, especially if he/she did not know anything about the Arabic and Islamic culture, as he would not know how to understand such terms as (zakat, Sharia,...etc.) (terms with no equivalent in the target language). (Figure 3)

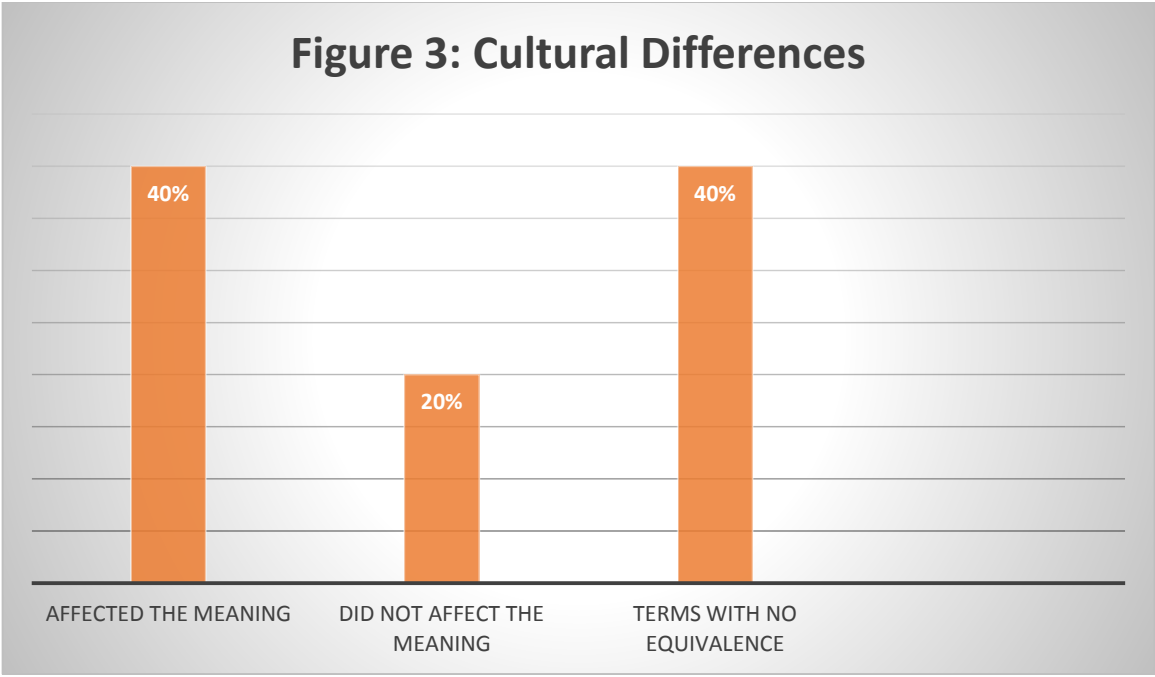


Figure 3 the effectiveness of cultural differences on the legal document

CONCLUSION

Legal translation is the translation of any texts within the legal field. Legal translation became important for the need of many kinds of legal document translations whether they were contracts or other kinds of legal documents.

Legal translation is one of the most difficult types of translation due to the different legal systems in different countries and due to the fact, that any mistake can cost both the translator and his agent money and maybe pursuit legally. For that, legal translation needs the services of a skillful translator to do the job.

(Fakhouri: 2008) mentioned that Contracts can be defined as agreements set between two parties or more for exchanging performance in a given situation for a specific purpose.

The translation of legal texts has to be literal. Translators put focus on the terminology of the legal systems of SL and TL in the process of translation. Before attempting to translate, translators need instructions regarding translation theories and their applicability to the translations.

Legal translation is culture-dependent, and for that reason, the translator of any legal text must understand the culture of SL and TL before translating legal documents, as some cultural concepts and terms has no equivalent in the target language.

Many scholars and theorists have mentioned the features of legal language for English and Arabic, (Al-Nakhalah, A. M. :2013), for example, mentioned some features that apply to both Arabic and English legal system (supra. P11). He mentioned that Arabic and English both tend for a long sentence and both languages join words or phrases with conjunctions, and so on.

After analyzing (12) different contracts we can clearly state that most translators encounter words or terms that they cannot deal with correctly, which lead to make the sentence either ambiguous or causing the style of the document to be informal for a legal document. Moreover, the results show that most translators lack the knowledge about the meaning of the word in the source language, which lead them to translate it

in a different way causing the legal document to be vague or completely wrong. These mistakes might seem simple to the unexperienced translator; however, they could have huge implications to the legal document, as they did not fully convey the intended meaning of the source document and made the target one ambiguous. I also noticed that sometimes translators act on their own, omitting what they think is obvious and that is a huge mistake to do, as everything mentioned in the legal document is necessary.

Another problem faced by legal translator is the cultural differences. Each country or legal system has its own culture and each culture has its own terms. Therefore, not every cultural aspect is present in the target language and translators all around the world use different ways to achieve the perfect translation of such terms and concepts.

Sometimes, translators need to look at other English contracts to understand the style of these contracts or “legal document”. This will enrich their legal vocabulary, the way these contracts are formed and the style of some phrases. In legal documents, we can find a great number of fixed phrases that just do not accept another translation.

To sum up, we have shown why legal translation is regarded as the most difficult type of translation. Legal translators face a great number of difficulties while they are translating the legal document, whether they were grammatical, semantic, stylistic, linguistic, pragmatic ... etc. Each difficulty has its own implication on the legal document and each implication has its own affect. The analysis of different types of contracts in this paper let us define some problems or “errors” faced by translators and the way to overcome such problems.

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Appendix

عقد بيع ابتدائي
.....

إنه في يوم ___/___/___ ، قد تم الاتفاق بين الأطراف الآتية:

ووتر هاوس للعقارات
الأستاذ/ نبيل أحمد إبراهيم حسن، يحمل جواز سفر رقم 1306122، كامل الأهلية بصفته الممثل القانوني للشركة
المطورة للعقار، شركة ووتر هاوس للعقارات، ذات مسؤولية محدودة، مسجلة بالسجل التجاري تحت رقم
26743 بتاريخ 22 أغسطس 2007 وفقاً للقانون 8 لسنة 1997 بعنوانها الكائن في: شارع الشيراتون لو پاساج
مول، الدور الأول، الغردقة، مصر، ببطاقة ضرائبية رقم 147-765-266.
(سيشار إليها فيما بعد بـ "الطرف الأول" أو "البائع")

Preliminary contract

At on of 200...

Waterhouse Real Estate

On one hand Mr.Nabil Ahmed Ibrahim Hassan, with passport no. 1306122, in legal age, acting as legal representative of the property development company Waterhouse Real Estate Ltd., registered in Egypt with no. 26743 on 22 of august 2007 under the law No. 8 for the year 1997, and with address in Sheraton Road, Le Passage Mall, 1st floor, Downtown, Hurghada, Egypt and with tax ID no. 266-765-147.

)) Hereinafter referred as the "first party" or "the Seller(("

- 1- حيث إن الطرف الأول هو المالك لقطعة الأرض مساحة 28974 م² الكائنة بشمال الأحياء، البحر الأحمر، مصر، والمحددة الحدود والمعالم كما يلي:
الحد البحري: شاطئ البحر الأحمر بطول 90.10 م.
الحد الشرقي: جار - جار - أرض ملك شركة مارينا نور بطول 327.29 م.
الحد القبلي: طريق الغردقة - رأس غارب بطول 89.55 م.
الحد الغربي: جار - قرية الخيام بطول 316.26 م.

.1Whereas seller is the owner of a plot of land of an area 28974 square meters in the north of Al-Ahiaa, Red Sea, Egypt, which the borders of the whole piece of land as follows:

- The Northern border: The red sea beach for 90.10 m.
- The Eastern border: A neighbor - Marina Do'r Egypt for 327.29 m.
- The Southern border: Haghada - Ras Ghareb road for 89.55 m.
- The Western border: A neighbor - El-khayam village for 316.26m.

البند الأول – البند التمهيدي:

التمهيد السابق وكذا كل المرفقات والرسومات المشار إليها فيما بعد، تعتبر جزءاً لا يتجزأ ولا يفصل ولا يتجزأ من هذا العقد ومكملة ومفسرة لأحكامه.

البند الثاني – موضوع التعاقد ووصف العقار المبيع ومواصفاته:

Clause 1 - preamble's provision:

The above preamble together with all appendices and drawings specifically referred to hereunder, shall be considered an inseparable and indivisible part of the present contract, complementary and integral to its provisions and interpretative hereof.

Clause 2 - subject-matter of the contract and description of the property sold together with its specifications:

1. التعيين

عين الطرف الأول "الموكل" الطرف الثاني "الوكيل" بصفته وكيل حصري – داخل الإقليم – للمنتجات المدرجة بالفائمة. ويتعهد الطرف الأول "الموكل" بعدم بيع أو تسويق المنتجات في الإقليم إلا عن طريق الطرف الثاني "الوكيل"، ولا يجوز تعيين أي وكيل آخر للإقليم طوال مدة هذا العقد.

1. Appointment

Principal appoints Agent as its exclusive agent for the Products in the Territory listed on the Schedule and undertakes that, for the duration of this Agreement, Principal will neither sell nor market the Products in the Territory other than through Agent and shall not appoint any other agent for the Territory.

7- إذا رغب أي طرف من أطراف هذا العقد العدول عن التعاقد يلتزم بأن يدفع للطرف الآخر مبلغ كشرط جزائي إلزامي.

8- تحرر هذا العقد من نسختين بيد كل طرف نسخة للعمل بموجبها عند اللزوم.

7 -If either party desires to give up the contract such party shall pay to the other party an amount of as an obligatory penal condition .

8 -Executed in duplicate, one copy per each party for necessary action .

ويشترط أن لا تزيد مسؤولية الشركة بأي حال من الأحوال فيما يتصل بكل بند عن المبلغ المبين في الجدول المنكور والذي يتم التأمين عليه وألا يزيد إجمالاً عن مجموع المبلغ المؤمن عليه بموجب هذه البوليصه أو ذلك المبلغ أو تلك المبالغ الذي/التي قد تكون بديلاً عنه بموجب مذكرة واردة في هذه البوليصه أو مرفقة بها تكون موقعة من قبل الشركة أو بالنيابة عنها.

Provided that the liability at the Company shall in no case exceed, in respect at each item, the sum expressed in the said Schedule to be Insured thereon and in the whole the total sum Insured hereby or such other sum or sums as may be substituted there for by memorandum hereon or attached hereto signed by or behalf of the Company.

- العواصف أو الأعاصير أو الفيضانات.

أو (2) ما يؤدي إلى:
- حدوث أي من الوقائع الواردة في (1) أعلاه. ففي هذه الحالة لا تقوم الشركة بتعويض المؤمن له بموجب أحكام البوليصة عما ينجم من خسارة أو تلف أو ضرر.

-Storm tempest flood.

Or (2) resulting in:

-The occurrence of any of the events in (1) above, then the Company shall only indemnify the Insured under the Terms of the Policy in respect of the resultant loss destruction of damage.

غير أن الشركة ستعوض المؤمن له فيما يتعلق بالخسارة أو التلف أو الضرر الذي يلحق بـ:
(1) المستندات أو المخطوطات والدفاتر التجارية ولكن فقط بقيمة المواد مثل القرطاسية إضافة إلى تكلفة عمليات النسخ.

However the Company will indemnify the Insured in respect of loss destruction or damage to:

(1) Documents, manuscripts, and business books but only for the value of the materials as stationery, together with the cost of clerical labour expended in writing up.

على أن لا تحفى الشركة من أية مسؤولية تجاه المؤمن له فيما يتعلق بالضرر المادي الذي يلحق بالمتلكات المؤمنة مما يكون قد لحق بالمتلكات قبل التجريد من الملكية أو أثناء التجريد المؤقت من الملكية مما يكون بخلاف ذلك مؤمناً بموجب هذه البوليصة.

Provided that the Company is not relieved of any liability to the Insured in respect of physical damage to the Property Insured occurring before dispossession or during temporary dispossession which is otherwise insured by this Policy.

عقد بيع وشراء حصص رأس مال شركة

.....

تم بعون الله وتوفيقه إبرام هذا العقد بتاريخ --/--/1421 هـ الموافق --/--/2000 فيما بين كل من:

Contract of Sale and Purchase of Shares of Company

.....

With the help of Allah Almighty this Contract is entered into and concluded on ___/___/1421 H., corresponding to ___/___/2000 by and between:

لذا - وبناء على ما تقدم - فلقد تم الاتفاق والتراضي فيما بين (الأطراف) المذكورين وهم بكامل أهليتهم للتصرف والتعاقد سرعاً ونظاماً على النحو التالي:

Therefore, and pursuant to the aforesaid, mutual agreement has been reached between the said parties, who are of full capacity to act and Contract as required by law and Shari'ah, have agreed as follows:

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