**Sudan University for Science and Technology**

**College of Graduate Studies**

**College of Languages**

# Analyzing Semantic Challenges Encountered by MA Students of Translationin Rendering Legal Contracts

# تحليل التحديات الدلالية التي يواجهها طلاب ماجستير الترجمة في ترجمة العقود القانونية

**A Thesis Submitted in Fulfillment of the Requirements for the degree of PhD in English Language (Translation)**

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# اَية قرانية


سورة طه الاية (114 )

## Quranic Verse

All the mighty said:

(Exalted then is Allah, the True King! And be not impatient for the Qur’an ere its revelation is completed unto thee, but only say, ‘O my Lord, increase me in knowledge’).

Surah Mariam (Marry) Verse no (114)

# Dedication

To my dear parents “may Allah save them”.

# Acknowledgments

All praise is due to Allah, the Almighty for enabling me to conduct this academic task.

Deepest gratitude to my supervisor Dr. Mohammed Alameen Alshingity, for his terse guidance throughout the conduction of this academic work.

I would also like to extend great appreciation to Dr. Abbas for the abundant help he rendered to while conducting this academic work.

# Abstract

This study attempts to analyse the semantic challenges that translators encounter when translating legal texts, as it pays special attention to contracts. The study aims at figuring the difficulties faced by translators and the techniques that can be employed to tackle these difficulties. The researcher applied two instruments in this study, a test and a questionnaire. Results of the study revealed that the difficulties that translators face are: the differences of the legal concepts in different legal systems, doublets, words with more than one legal meaning, archaic words, Latin and French words, absences of legal equivalents, the cultural differences between the source and target text community and the translators' lack of knowledge and proper training. The study found out that there are some techniques can be implanted to tackle these difficulties, for instance: using literal translation, using descriptive equivalents, using borrowing technique and constantly comparing between legal systems. The study also discovered that semantic challenges could lead to serious legal complications like the loss of clients' rights or even legal disputes in courts. The researcher recommends that a data base should be established among legal agencies and expert translators and made accessible for all translators; the study also recommends that for all those who wish to specialize in legal translation should receive an intensive training by professional legal translators and expose themselves to different legal texts and legal systems. In addition to some suggestions for further studies at the end of the thesis.

## المستخلص

تتناول هذه الدراسة تحليل الصعوبات التي تواجه المترجمين عند ترجمة النصوص القانونية مع التركيز علي ترجمة العقود. تهدف الدرسة الي تحديد العقبات التي تواجه المترجمين و أساليب الترجمة التي يمكن إستخدامها للتعاطي مع هذه المشاكلات. إستخدم الباحث أداتين من أدوات البحث في هذه الدراسة و هي الإختبار و الإستبيان .خلصت الدراسة أن المترجمين يواجهون الصعوبات الآتية: إختلاف المفاهيم القانونية الناتج عن أنظمة قانونية مختلفة و المترادفات و الكلمات التي تحمل أكثر من معني قانوني و إحتواء النصوص القانونية علي كلمات إنجليزية مهجورة و كلمات الفرنسية ولاتينية و غياب المكافئات القانونية لبعض المصطلحات و الإختلافات الثقافية بين كل من مجتمع لغة المصدر و لغة الهدف و قلة التدريب و الفقر المعرفي للمترجمين.توصلت الدراسة الي أن إستخدام بعض أساليب الترجمة من شأنه ان يساعد في التغلب علي هذه المشكلات, مثلا: إستخدام الترجمة الحرفية و التكافؤ الوصفي و أسلوب الإقتباس و المقارنة بشكل مستمر بين الأنظمة القانونية.كما أوضحت الدراسة ايضا أن الصعوبات الدلالية يمكن أن تؤدي الي مشاكل كبيرة كفقدان حقوق و أموال العملاء و قد يصل الأمر الي نزاعات قانونية في المحاكم.توصي الدراسة بانشاء قاعدة بيانات مشتركة بين وكالات الترجمة و المترجمين القانونيين المحترفين و إتاحتها لكل المترجمين من أجل تعميم الفائدة. كما توصي الدراسة بحصول كل من أراد التخصص في مهنة الترجمة القانونية علي تدريب مكثف علي أيدي خبراء في الترجمة القانونية و الإطلاع علي عدد كافي من الأنظمة القانونية.بالإضافة الي بعض الإقتراحات لمزيد من الدراسات في نهاية الأطروحة.

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# Chapter one

# Introduction

# Chapter one

# Introduction

## 1-0 Background of the Study:

The researcher has noticed that translation has become pretty important for economies these days due to its significance in our daily life. It's through translation that we know all about communication and technology, and keep up to date with the latest discoveries in the different fields of knowledge; furthermore it is the major means of exchanging knowledge between nations.

## 1-1 Overview:

The researcher has realized that many translators avoid legal translation and consider it to be complicated for various reasons; the researcher would like to investigate these reasons focusing on semantic challenges to make a small contribution to the work that has already been done regarding the complexity of legal translation.

Law is an integral part of every society and deals with several subjects and matters that require different legal actions. Therefore, it needs a written language to record these legal activities in a precise and official manner. The need to write down legal documents gave rise to a separate form of specialized language known as language for legal purposes. It is a special form of language used amongst lawyers and law specialists, which differs greatly from our everyday language.

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(Chirila, 2014) a PhD lecturer in ConstantinBrancoVeanu university mentioned some difficulties faced by translators and listed them as follow:

- Latin Expressions:

We come across Latin expressions while working with legal texts, as Latin was the language of law in the Middle Ages of Western Europe region influencing most of the European languages.

- 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 translator should focus on the cultural details to translate the legal lexicon of legal documents.

- Translation of Certificates 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, keeping in mind that (addresses, names, of people and places) should be left untouched.

- Translation of names of institutions:

  Sometimes, it is difficult to find an equivalent in the foreign language. The solution for that is to borrow the original name with descriptive translation or the use of calque. It is also possible to use the name of the institution if both of the institutions have the same function.

  Many scholars, such as Malakhova A, Smith, and Chirila etc. have argued that legal translation is difficult due to the system-bound nature of legal terminology, since each country has its own terminology.

## 1-2 Statement of the Study:

The researcher in his capacity as an English teacher and a translator and based on his experience has observed that despite the excellent linguistic skills and knowledge in various fields, translators might encounter some challenges in translating contracts. These challenges can be categorized into four types which are: (a) Semantic-related challenges (including mistranslation, comprehension-related errors and referential errors ;( b) Style-related challenges (including misuse of capitalization, punctuation, formal and informal and the use of special model verbs like shall; (c) research-related challenges such as googling.

In this study the researcher focuses on the semantic-related challenges.

## 1-3Questionsof the Study:

The study aims at answering the following questions:

1-Why do translators face semantic challenges?

2-How do semantic challenges impact on the quality of their translation?

3-What are the possible strategies that can be offered to help translators overcome semantic challenges?

## 1-4 Research Hypotheses:

1-Linguistic differences cause many challenges for translators while translating legal texts.

2-Cultural differences lead to difficulty while translating legal texts.

3-It is difficult to find the suitable legal equivalents sometimes, which makes legal translation challenging.

4-The differences of legal systems is a main reason for difficulties encountered by translators when translating legal texts.

5-Lack of proper training leads to challenges for legal translators.

6-Different translational methods and techniques are used by translators to tackle these challenges.

7-Semantic difficulties will lead to legal disputes.

8-Semantic challenges lead to the loss of clients' rights.

## 1-5 Objectives of the Study:

This study aims at exploring semantic-related challenges encounter translators when translating legal texts especially contracts, figuring out the reasons behind these challenges, and suggesting some strategies which could help translators overcome these challenges.

## 1-6 Significance of the Study:

Through history, it is known that many ideas were lost in translation and often resulted with tragic consequences. Therefore, this research is important for the people working in the field of legal translation. To avoid the consequences of inappropriate legal translation, it is essential to understand the features of legal language and how to avoid the past inaccuracies in the future.

Since mistakes in translating legal texts lead to loss of rights, it is too important to investigate these difficulties to avoid them in the future. To the best knowledge of the researcher, there are few studies (Au Ghazal 1969, Fakhouri 2008 and Elayyan 2010) which have dealt with challenges of translating contracts. Thus, this study may fill a gap in the field. Furthermore, this study may benefit legal translators, legal writers, critics and other people of interest.

## 1-7 Methodology:

The choice of the methodological approach to tackle a research problem should be appropriate to the research questions and should reflect the research topic, because the methodological shapes why a certain approach is used (Dornyei and Touguchi 2010). Thus the quantitative method is employed in this study to collect and analyzed data as well as interprets results.

It is also important to decide the tools for data collection because the research is carried out in different ways and different purposes. The tools used on this study are a test and questionnaire.

## 1-8 Limits and Definitions of the Study:

Results of the study cannot be generalized to all types of legal texts because they mainly focus on contracts. The results of the study are limited to the instruments (test and questionnaire) constructed by the researcher. The questionnaire was applied on M.A students who study translation at International Africa University and the test was applied on M.A students studying at Sudan University of science and technology. This study is expected to be conducted on the duration January 2019-January 2022 in Sudan (Khartoum).

# Chapter Two

# Literature Review and Previous Studies

# Chapter Two

# Literature Review and Previous Studies

## 2.0 Introduction:

In this chapter, theoretical and empirical literatures are discussed. Theoretical literature deals with (i) methods and strategies used in legal translation, (ii) translational problems and challenges in legal language and (iii) characteristics and features of legal discourse. On the other hand, the empirical literature deals with international and regional Arab studies that deal with challenges in translating legal texts.

## 2.1 Literature Review:

### 2.1.1The Nature of Legal Language:

Legal Translation is considered difficult and complex due to the nature of law and the language used in law, and the interlingual and intercultural differences in translating legal texts. Basically, legal language is limited with the normative, technical and per formative nature of language use and the inherent indeterminate nature of language in general.

### 2.1.2 The Normative Nature of Legal Language:

Legal scholars agree that legal language is a normative language. It is related to norm creation, norm production and norm expression Jori (1994).

The normative language of law come from the fact that law has the basic role in society. As it regulates the relations between humans and guides their behavior. Law embodies the standards that people need in their life such as equal protection, liberty, right, justice and equity. The fact that law has a

normative existence is embodied in the ideals and principles that people cherish, constitutes the existential goals of law. Law is a set of prescriptions having the form of imperatives, defining and enforcing the relationships, arrangements, procedures and behaviors in the society. The language that law uses to fulfill its purpose is imperative, directive and perspective. The language used to write laws is not only used to express or convey knowledge and information, but to direct, influence or modify people's behavior as well. In all societies, law is formulated, interpreted and enforced; the greater part of this different legal process is realized primarily through language. Language is the medium, process and product in the various areas of the law where legal texts, spoken or written, are generated in the service of regulating social behavior (1994, p11).

The purpose of all legal enactments, judicial pronouncements, contracts, and other legal acts is to influence men's behavior and direct them in certain ways, thus, the legal language must be viewed primarily as a means to this end. In short, the language of law is a normative language. Its predominant function is to direct people's behavior in society. It authoritatively posits legal norms, Jackson (1985,p 315).

### 2.1.3 The Per formative Nature of Legal Language:

The notion that language is per formative is related to the normative nature of law and legal language. It was pointed out in speech act theory that speech is not just words but actions as well because words are also used to do things, not only to say things. Law depends heavily on the performative utterances, but this per formative use of language is not exclusively use in law. Legal consequences and effects are usually obtained by only uttering specific words, for example, 'you are guilty'. Language used in law can

perform such acts as conferring rights, prescribing prohibition and granting permission by merely uttering words, people accept public and private legal responsibilities, assume legal roles and qualities, transfer legal rights and impose or discharge obligations Jori(1994).

Legal speech acts consist of the following categories:

1- Representatives, which are utterances that commit the speaker to something being the speaker to something being the case or assert the truth of a proposition, including testifying, swearing, asserting, claiming and stating.
2- Commissives, which commit the speaker to do something in the future, such as in contracts, marriage ceremonies and wills.
3- Expressives, which express the speakers' psychological state or attitude to a proposition, including apologizing, excusing, condemning, deploring, forgiving and blaming,
4- Declaratives, whose successful correspondence between their propositional context and reality, including marriage ceremonies, bills of sale, receipts, appointments and nominations; and the legislative stipulation of rights and of definitions of concepts; lawyers' objective, sentences and appellate opinions, indictments, confessions, pleas of guilty/not guilty, and verdicts.
5- Directives, which are future-oriented speech acts, seeking to change the world, to get someone to do something. Most prominent in legislation that imposes obligations.

## 2.1.4 The Technical Nature of Legal Language:

There are two views regarding the nature of legal language:

1- Legal language is a technical language, the designation of 'legal language' is accepted and it is even considered as a spate language, a sub-language or a social dialect.

2- There is no such thing as legal language, and, if it even exists, it is a part of the ordinary language.

Legal language is just a specialized form of the ordinary language. It is the use of ordinary language for specific purpose, in this case, legal purpose.

Different views have been expressed over the year on the nature of legal language, for example: Charles, Caton, a linguistic philosopher, believes that legal language is a technical language and a technical language is always a helper of the ordinary language. Regardless the language, technical languages and ordinary language have the same syntax, and speech acts, and the only difference is vocabulary.

The language of framing, physics, mathematics, chess and law are technical languages.

According to schauer (1987:571) a legal philosopher, legal language as a technical language operates in a context that makes legal terms have meanings that different form the meanings that terms have in non-legal contexts. Legal language is a parasitic language that depends on the ordinary language others argue that, legal language as a technical language differs from the ordinary language due to the distinctive characteristics of legal language. Legal language is distinctive because it

obtains its meaningfulness from the existence of legal systems and particular rules of law.

Legal technical terms affect the meaning of every word used in connection with them, legal terms only have meanings in legal contexts.

Bernard Jackson (1985), a legal philosopher and legal semiotician, views legal language from a semiotic perspective. For Jakson, legal language is a technical language. Some of the characteristics are displayed in legal lexicon and its structure. He also argues that legal language is autonomous of the ordinary language which can be seen into the following aspects:

a- In Greimasion Semiotics, the legal lexicon is autonomously constituted in the sense that legal institutions determine which semiotic objects enter the legal lexiconJackson (1985:46).

b- The autonomy of legal language resides in the semantic relations of the lexicon.

The specifity of legal language resides in the legal system. Legal language, having a lexicon constituted in a manner different from that of the ordinary language, and involving terms related to each other in ways different from those of the ordinary language, although this does not exclude the possibility of historical influence from ordinary to legal language or of considerable factual correspondence Jackson (1985:47).

According to Jackson, legal language needs the resources of the ordinary language for its intelligibility, but legal language may only appear intelligible for the lay person. The lay person may read language as if it were natural language but he or she may be oblivious to the systematic differences that give the same word a different meaning to the lawyer. Although legal language depends on the semantics of ordinary language

as judges frequently invoke the ordinary meaning, yet, according to Jackson, if ordinary language meanings are admitted, it is solely by virtue of the choice made within the legal system to admit such meanings , Jackson (1985:48).

The non-legal sense of a word adopted into the legal lexicon provides the jurist with the source of one possible choice as to its particular meaning in law, Jackson (1985:50). Thus, understanding a term requires knowing the legal language because words make sense only within the context of the legal systems.Looking at legal language as a register can benefit the study of legal language. Register is what you are speaking at the time, depending on what you are doing and the nature of the activity in which the language is functioning and it reflects the social order, types of social activity Haliday and Hasan (1985:41). Registers are different from one to another in their meanings, the vocabularies used to express these meanings and in the grammatical features.

If legal language is considered as a register:

a- It will change from a normal formal use to very complex varieties which are greatly different from normal formal usage.

b- Despite the fact that legal language differs from the other usages of the language, different registers are completely separated. The is a common core that extends, not necessarily evenly, a cross all registers together with variations in each register, Ingram and Wylie (1991:9).

According to Ingram and Wylie: A special purpose register is not so much a special language as one language used in special contexts, for specific purposes, with numerous but potentially identifiably features emerging more or less frequently in each situation and differentiating the register as a sub-system of the languages by the frequency of occurrence

of the syntactic, lexical, semantic, functional, cohesive and other features. Ingram and Wylie (1991:9). By adapting this view, the languages hould be understood as ‘a systematic whole which responds to situational requirements’, with different language form occurring more or less frequently in different situations, and registers are different manifestations of a total system’ Ingram and Wylie (1991:9).

It can be said that language as a register is a technical use of language which shares the common core of ordinary language but not identical to it.

### 2.1.5 The Indeterminate Nature of Legal Language:

People tend to think that anything can be said clearly and anything can be thought can be thought clearly, which is not correct because language is inherently indeterminate. Ambiguity, generality and other features are common. Linguistic uncertainty should not be oriented as an obstacle in communication because linguistic and pragmatic strategies often overcome these obstacles to achieve effective communication. Language used in law as in other areas is characterized by indeterminacy, ‘with a core of settled meaning’ and ‘a penumbra of uncertainty’. The English legal language is full of imprecise and ambiguous expressions. English legal terms such as ‘fair and reasonable’ and ‘due process of law’ are vague and elusive, so are abstract legal expressions such as ‘justice’, ‘due diligence’ and ‘reasonable endeavours’. As said before, linguistic uncertainty is inherent in language, and cannot be eliminated, thus is ineliminable from a legal system Endicott (2000:190). On the other hand, law requires precision.Ambiguity and imprecision are expected to lead to disagreement and disputes. As Schauer (1993:xi) says, legal systems are

expected to resolve disputes that are sometimes created by the indeterminacies of language. Linguistic uncertainty such as ambiguity, generality or vagueness includes:

a- Interalingual uncertainty, which is the uncertainty found within a language.

b- Interlingual uncertainty which arises when two languages are compared or when one language is translated into another. Sometimes the words, phrases and sentences are not uncertain but the ambiguity appears when these words or phrases are considered across two languages.

### 2.1.6 Characteristics and features of legal discourse:

Crystal and Davy (1969) have studied different varieties of English language and their uses, and they devoted one chapter to the language of legal documents, supported with examples taken from an insurance policy and a purchase agreement. They wrote of all the uses of language, it [legal language] is perhaps the least communicative, in that it is designed not so much to enlighten language-users at large as to allow one expert to register information for scrutiny by another (p.112).

A legal text for them exhibits a high degree of linguistic conservation, included in written instruction such as court judgments, police reports, constitutions, charters, treaties, protocols and regulation. They describe legal texts as formulaic, predictable and almost mathematic.

Crystal & Davy (1986) proclaimed that legal language is a special language which requires a special care when dealt with since most of our common everyday activities are carried out within a legal context. They also proclaimed that legal documents were usually made as a solid block of script

whose long lines are from margin to margin and there were no patterns of spacing or indentation to indicate the limits of the paragraphs or the relation between them. It was common for draftsmen to compose an entire document in the form of one single sentence (p.197).

Emery(1989) elaborated on the features of Arabic legal documentary texts and compared them with their English counterparts. Emery recommended that novice translators should be able to appreciate the structural and stylistic differences between English and Arabic discourses, so that they could produce acceptable translations of legal documents. Although quite limited in scope, Emery's article is considered one of the very few works that investigated general features of Arabic legal language, an area of research that has for long time been disregarded by Arab researchers in the field of translation.

Al-Bitar, (1995) clarified the manner in which legal language differs from other common English texts. In her thesis, she discerned twelve bilateral legal agreements and contracts written during the years 1962-1993. She investigated two main areas of nominal group in addition to other grammatical units: complexity of the noun phrase and type of modification. Her main conclusions are that the differences lay in the heavy use of complex noun phrases and the high frequency of wh-relative clauses and prepositional relative clauses as post-nominal modifiers are finite in legal texts.

Hickey ,(1998) discussed the equivalence of effect that should be present in the translated legal text, i.e. it should bear the same effects on both the source text readers and the target text readers. She claimed that translators must ask themselves how the original text reader would have been affected and ensure an analogical target text reader will be affected similarly by his

reading of the text but not by any other means (p.224-225). Nevertheless, Hickey ignored the fact that a target text might be directed towards different readers in different contexts, where it is almost impossible to determine the similarity of effects by the translator.

Gaber(2005) argued that a translator should consider many factors before he/she embarks on the process of translation, including the source text format, subject, style and text type. Then he/she should transfer the meaning of source language in suitable target language structure and words. Finally, he/she should revise the first draft carefully to make sure that it is a good translation. He states that style shows the field to which a text belongs. The style of a scientific text, for example, is different from the style of a story, and the style of an e-mail message is different from the style of a medical report, etc. (p.17).

Butt and Castle(2006) studied the roots of traditional legal language and its peculiar characteristics that make legal documents difficult to handle by its users. They proposed a step-by-step guide to drafting in the modern style, using examples from four types of legal documents: leases, company constitutions, wills and conveyances. They also emphasized the importance of drafting in plain language and highlighted the positive impacts of its use. They surveyed the reasons for the current vulnerable condition of legal drafting, and provided some easy-to-follow advice on drafting in plain language. This book is considered an important recent contribution to the Plain English Movement. Its main proposition is that resorting to a simpler form of language that is "safe" and beneficial, and that sticking to the old rigid forms of English is unnecessary if not counterproductive.

Bouharaoui, (2008) argued that English Legal texts, particularly, contracts have certain layout features employed when they are drafted, among which

are paragraph division, indentation, punctuation, capitalization, bold-typing, and italicization… etc. He stated that each of these norms has a function within legal texts. In this respect, he clarifies the layout of Arabic legal contracts, on the other hand, differs to some extent from that of the English contracts; even within the Arab world each country has special layout norms to be respected. This asymmetry at the level of layout between English and Arabic legal texts creates a dilemma for the translator: to keep the original layout features or to adopt those of the target language legal texts (p.4).

Pinto (2010) pointed out that the subtleties of each system make the translator's task laborious. Although there are similar meanings in each system, none are identical. The clearest example is that of homicídio Privilegiado (privileged homicide.) Albeit this crime exists in both the Brazilian and the English systems, the elements in each are largely different, making it difficult to employ a uniform vocabulary. She argued that each legal system has its own vocabulary. It is the translator's job to search for terms that often do not fully correspond to the meaning of the word in the source language, or which may not even exist in the target language. Nevertheless, using the appropriate word does not only depend on a good dictionary. It also depends on the translator's technical knowledge (p.1).

Saqf Al-Hait, (2010) argued that contracts have substantial and formal elements that should be taken into consideration when preparing contracts. These elements are title of contract, contract parties, legal capacity of contracting parties, preamble, mutual obligations, payment and method of payment, duration of contract, general provisions, law and the court of jurisdiction over contractual disputes, date of signing the contract, number of contract's articles and copies, and signature. He proclaimed that in the Jordanian Civil Law, contracts constitute one of the main sources of

personal rights (sources of obligation). Article (87) of the Jordanian Civil Law No. (43) of 1976 had defined the contract as follows: “a legally binding relation in which one party makes an offer that the other accepts, and the agreement of both on that, in any way that will have its effect on what has been contracted upon” (p.43). Also, he stated that words are the basic unit of constructing a legal text. However, the text as a whole has a thematic integrity, meaning, essences or even paragraphs that make up the text. He used the term “meta-language” stating that ideas and meanings have their own meta-language. This language, according to him, has the same content in spite of the variations of languages.

Also, he explained that legal translation is characterized by seriousness and lack of figurative language. He claimed that official governmental documents should be translated in a manner that observes the similarity between source language and target language as well as proper brevity. While in translation of contractual texts, a translator should employ both word for word and sense for sense methods (p.10).

Mellinkoff was interested in what the law language is, making a description of the characters of the law language.

The characteristics that Malinkoff described are the following:

1- Frequent use of common words with uncommon meanings.
2- Frequent use of old and Middle English words once in use but now rare.
3- Frequent use of Latin words and phrases.
4- Use of French words not in the general vocabulary.
5- Use of terms of art, or what we would call jargon.
6- Use of argot- in group communication or (professional Language).
7- Frequent use of formal words.

8- Deliberate use of words and expressions with flexible meanings.

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

1- The length of the sentences. Both Arabic and English legal Languages tend to provide lengthy sentences to place all information on the topic in one complete sentence and to remove the ambiguity that may occur when we separate sentences.
2- Joining words or phrases with conjunctions (and, or) in English and (و, او) in Arabic. (Tiresma, 1999, p.61) said that these conjunctions are used five times more in legal writings than in the other types.
3- Flexible or vague languages. Lawyers try to be as precise as possible and use general, vague and flexible language.(Tiersma:1999,p.80)
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 words in English date back to the Anglo-Saxon, old French and Medieval Latin, while Arabic words date back to the Islamic culture and classic Arabic terms in Arabic Language.
5- Archaic vocabulary and the grammar of authoritative texts keep influencing modern legal Language in both Arabic and English.

Legal translation is a special and specialized area of translational activity which may cause difficulties for translators.

### 2.1.6.1Characterizing Legal Language:

If legal language is considered as a linguistic phenomenon, there must be demonstration to determine what is meant by it and the characteristics of legal language must be identified.

Legal documents are found difficult to comprehend when compared with other fields. There have been efforts in the English speaking countries to simplify legal language to make law more accessible to lay people. Law as a body of rules regulating the human conduct, delineating the accepted social norms and human behavior, is closely tied to the language that it uses and is constrained by language. The language of law has developed particular linguistic features, lexical, syntactical and pragmatic to fulfill the demands of the law and accommodate the idiosyncrasies of law and its applications.

### Lexicon

In terms of legal lexicon, a distinctive feature of legal language is the complex and unique legal vocabulary found in different legal languages.

This is a universal feature of legal language but different legal languages have their own unique legal vocabulary. It is the most visible and striking linguistic feature of legal language as a technical language. The legal vocabulary in each language is often extensive. It results from and reflects the law of the particular legal system concerned. In translation, due to the differences in legal systems, many of the legal terms in one language do not correspond to terms in another, the problem of non-equivalence, a major source of difficulty in translation. Furthermore, within each legal lexicon, there are also peculiarities, and they do not always correspond in different legal languages. For instance, studies have identified specific linguistic

characteristics of the English legal language. The English legal lexicon is full of archaic words, formal and ritualistic usage, word strings, common words with uncommon meanings and words of over precision; among others see Danet(1980), Bowers (1989), and Tiersma(1999). In legal German, the terminology is often highly abstract, with a high frequency of the use of nouns Smith(1995). In contrast, the language used in Chinese law is often ordinary, using the common vocabulary but with legal meanings. The Chinese legal language is replete with general, vague and ambiguous usage see Cao (2007).

## Syntax

A common feature of the syntax of legal language is the formal and impersonal written style coupled with considerable complexity and length.

Generally speaking, sentences in legal texts are longer than in other text types Salmi-Tolonen(2004: 1173), and they may serve various purposes. In statutes, often long and complex sentences are necessary due to the complexity of the subject matters and the prospective nature of legislative law. This is the case with most legal languages. Extensive use of conditions, qualifications and exceptions are the additional linguistic features of legislative language, commonly employed to express complex contingencies.

These peculiar linguistic features, according to Bhatia (1997), often create barriers to the effective understanding of such writing for the ordinary reader including the translator. Thus, to be able to understand and translate legislative provisions, one is inevitably required to take into account the typical difficulties imposed by some of these factors Bhatia(1997: 208).

Apart from long and complex sentence structures found in most legal languages, there are also syntactical peculiarities to each legal language. For instance, German legal texts commonly employ multiple attributive adjectives. In legal English, complex structures, passive voice, multiple negations, and prepositional phrases are extensively used.

## Pragmatics

As stated earlier, law depends upon the performative nature of language. Legal utterances perform acts, creating facts, rights and institutions. Typically, legislation is a prime example of 'saying as doing'. A statute is a master speech act with each provision constituting individual speech acts. As pointed out, 'performativity and modality are the linguistic means which express the institutional ideology of the role relationships involved in legislative rule-making' Maley(1994: 21). Contracts and wills are other examples of legal speech acts in action. Words in legal language differ in meaning, import and effect depending on who utters them, where and when. Of these speech acts, a prominent linguistic feature is thefrequent use of performative markers. For instance, in English legal documents, 'may' and 'shall' are extensively employed. Performative verbs such as 'declare', 'announce', 'promise', 'undertake', 'enact', 'confer' and 'amend' are also common. Another pragmatic consideration in legal texts is ambiguity, vagueness and other uncertainties found in statutes and contracts, which are often points of legal contention. The courts often have to deal with such linguistic problems in the search for uniform interpretation and legal certainty.

## Style

Legal style refers to the linguistic aspects of the written legal language and also the way, in which legal problems are approached, managed and solved Smith (1995: 190). Legal style results from legal traditions, thoughts and culture Smith(1995). Generally speaking, legal writing is characterized by an impersonal style, with the extensive use of declarative sentences, pronouncing rights and obligations. But different legal languages also have their own styles. For instance, the style of German legal texts is distinct. German law has been developed in a systematic, logical, abstract and conceptual manner over the centuries, and German law thinks in terms of general principles rather than in pragmatic terms, conceptualizing problems rather than working from case to case de Cruz (1999: 91). The German legal terminology and central method of law making distinguishes it from the Common Law approach de Cruz (1999: 91). As a result, the German Civil Code, the BergerlichesGesetzbuch (BGB), is not written for the lay person but the legal profession de Cruz (1999: 86). It 'deliberately eschews easy comprehensibility and waives all claims to educate its reader', and it adopts an abstract conceptual language that the lay person and the foreign lawyer find largely 'incomprehensible', but for the trained legal experts, after many years of familiarity, they cannot help but admire 'for its precision and rigor of thought 'Zweigert and Kotz(1992: 150). It is written in a special format and structure with a peculiar judicial style. Its language is abstract and complex de Cruz (1999: 88). To understand it, one needs to be familiar with the various concepts as interpreted by the courts and in practice, and with the technical legal German language. It is characterized by deference to accuracy, clarity, completeness and complex syntax de Cruz (1999: 88).It has been described as 'the legal calculating machine par excellence', a

‘Legal filigree work of extraordinary precision’ and ‘perhaps the code of private law with the most precise and logical legal language of all time ’Zweigert and Kotz(1992: 151). In short, in language, method, structure and concepts, the BGB is the child of the deep, exact and abstract learning of the German Pandectist School Zweigert and Kotz(1992: 150). It forms a contrast to another legislative style of writing in the Civil Law as embodied in the French Code. The latter was deliberately written in a manner designed to be easily comprehensible to the layperson. So, there are peculiar legal styles in different legal languages.

To sum up, the foregoing characterization of legal language is a general description of the linguistic markers believed to be common in most if not all legal languages in varying degrees. However, it is important to bear in mind that major differences also exist in different legal languages and such variations constitute a source of difficulty in legal translation.

### 2.1.6.2 General Features of English Legal Language:

I t is difficult to understand the nature of legal language without knowing the features of the legal language. The general features of English and Arabic legal language are discussed in this section.

#### Lexical Features

English legal terminology is naturally Anglo-Saxon with all the characteristic features of native vocabulary. "The range of vocabulary in legal language is extremely wide, since almost anything may become the subject of legislation”. According to Malinkoff and other linguists, legal language has the following lexical features:

**1. Frequent use of Old and Middle English words**

Archaic expressions borrowed from old English, and are not normally used in modern Standard English, except for legal documents and perhaps poetry, are common in legal language. For instance; hereof, thereof, and whereof (and further derivatives, including -at, -in, -after, -before, -with, -by, -above, -on, -upon etc.) . Such expressions are not often used in ordinary English, but they are basically used in legal English as a way of avoiding the repetition of names of things in the document, very often, the document itself, for example, "the parties hereto" instead of "the parties to this contract". Moreover, -er, -or, and -ee name endings in names and titles, such as employer and employee, or lessor and lessee, in which the reciprocal and opposite nature of the relationship is indicated by the use of alternative endings. This practice is derived from Latin.

**2. Use of argot**

The context plays an important role in determining the language of the law. For instance, it is concluded that the language of the contracts, notices, and jury instructions, which is addressed to both lawyers and laymen is not the same language used among lawyers or in specialized legal documents, books or articles, because in this case, the use of argot or specialized language was needed. For example, alleged, due care, purported etc.

**3. Frequent use of formal words and phrases**

The use of "formal words" is a distinguished feature of the language of the law. Formal words are characterized by dignified, ceremonial, and polite expressions. The preference of "shall" over "will" is seen as a formal feature in "Law shall prevail". In legal drafting, non-standard terms are never used. Instead, highly formal words are usually employed. For instance, the word deem instead of consider, the word liable instead of responsible.

**4. Deliberate use of words and expressions with flexible meanings:**

Lawyers make use of a good number of flexible words and phrases in their legal writings. Amongst these are the following: adequate, approximately, clean and neat condition, promptly etc.

**5. Terms of art**

Legal English employs a great deal of terminology that has a technical meaning and is not generally familiar to the layman e.g. *waiver, restraint of trade, restrictive covenant, promissory estoppel, contributory negligence, judicial notice, injunction, prayer* etc.

**6. Phrases expressing extreme precision:**

These can be categorized as follows:

(i) Absolute, such as: all, none, never;

(ii) Restrictions, such as: and, no more and no other purpose;

(iii) Unlimiting phrases, such as: including but limited to, shall not be deemed to limit etc.

**7. Ordinary words with legal meaning**

For example, the familiar term *consideration* refers, in legal English, to contracts, and means, an act, forbearance or promise by one party to a contract that constitutes the price for which the promise of the other party is bought (Oxford Dictionary of Law). Other words often used in peculiar contexts in legal English include *construction, prefer redemption, furnish, hold*, and *find*. An example due to Van Dijk about the use of common terms with uncommon meaning is the term *Assignment* which is used in legal contexts to refer to the transference of right not to its familiar meaning (task ).

8. **Use of doublets and triplets**.

There is a curious historical tendency in legal English to string together two or three words to convey what is usually a single legal concept. Examples of this include "*will and bequeath, "cease and detest, "null and void", "fit and proper", "perform and discharge"*. Such constructions must be treated with caution, since sometimes the words used mean, for practical purposes, exactly the same thing, and sometimes they do not quite do so.

**9. Unusual prepositional phrases**: A high frequency of "as to" is reported in American legal English, and an intensive occurrence of in event of" instead of "if" and "any".

**10. Lack of punctuation**

One of the most unusual aspects of old legal drafting is the almost complete lack of punctuation. This was due to a wide spread belief among lawyers and judges that punctuation was unimportant, potentially confusing, and that the meaning of legal documents should be gathered solely from the words used and the context in which they were used.

**11. Use of unfamiliar pronouns**

For example, *the same, the said, the aforementioned* etc. The use of such pronouns in legal texts is interesting since very frequently they do not replace the noun, which is the whole purpose of pronouns, but are used to supplement them. Legal drafter would rather repeat the same noun over and over again instead of using a pronoun.

Such tendency is alleged to help with accuracy and precise reference Haigh(2004:5).

### 2.1.6.3 General Features of Arabic Legal Language:

Arabic legal discourse has its own features and distinctive structures. Legal Arabic texts are similar in many aspects to English legal texts. Nonetheless, because of the linguistic differences between the two languages in form, structure, style, meaning, and organization etc., the two registers differ considerably. Emery (1989: 10) states that: Arabic legal texts exhibit their own features of structure and style. They make more use of grammatical cohesion (through reference and conjunction) and of finite structures than their English counterparts, and less use of passives. In addition, they are not characterized by the use of archaic vocabulary and morphology. The two languages differ in their patterns of nomination, creation of binominals and in their use of highlightening and text markers. Arabic legal texts make more use of grammatical cohesion through reference and conjunction and of infinite sentences than their English counterparts do. Arabic legal texts make less use of passive constructions and archaic expressions. Farghal and Shunnaq (1991) report that the syntactic choice, i.e. none-finite phrases which are found in English but does not exist in Arabic, for Arabic possesses only clauses, Regarding the layout i.e. text structure and organization, the legal register (and of course other registers) in English and Arabic differ from each other to a large extent. Whereas English relies heavily on paragraphing and organization of sentences in terms of punctuation, capitalization and italicization, Arabic rarely does so. Although Arabic has many forms: Kufic, Naskh, Diwani, etc., they all tend to follow the same way of writing structure and paragraphing in different texts. The fact that nearly all Arabic words are written in cursive and so separate letters are not used (except in some acronyms and abbreviations), does not allow

for capitalization Emery( 1989). Arabic legal language is generally characterized by the following features:

### Lexical Features

Arabic legal language, like English legal language, has its own technical terminology Emery(1989). The following are most prominent lexical features of Arabic legal language:

1. **Doublets**:

In Arabic, word pairs used as redundancies to serve emphasis are common.

2. **Binominals:**

Emery defines them as collocations of antonyms, synonyms or near synonyms Emery (1989: 9). In Arabic legal texts, binomials are not necessarily more common than other Arabic registers.

The motivation for using binominals in Modern Written Arabic is primarily stylistic.

3. **Descriptive Epithets**:

Such epithets are intended to lay emphasis on and further modify the noun.

## 2.2. The Concept of Legal Translation:

### 2.2.1 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". According to this definition, translation is not just translating from a language to another but also translating from one legal system to another. For instance, in the UK and Australia, we have to differentiate between two kinds of lawyers: Solicitors and Barristers. A Solicitor is a lawyer whose job is to give advice on legal matters to 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. In order for the translator to give an accurate translation for the terminology of official written texts, he/she needs to understand those texts through understanding the differences between 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 statue.

Arabic, English history and tradition do not have much 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 Celtics

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.

After its initial literal translation into Greek, *Corpus JurisCivilis*, 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 Hudaybiyyah, 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 of in the 8th and 9th in Baghdad.

### 2.*2.2* Legal Translation and Text Typology:

Many theorists have proposed different text typologies as a way of determining the right translation strategy. The first text typologies were based on subject matter. In the narrow scope of such typologies, legal texts were totally ignored. Afterwards, a distinction was made between literary and non-literary texts. Thus, a difference was detected between the translation of works of art and the translation of worldly texts. Legal texts belonged to the second type and so were thought to need neither creativity nor hermeneutics in translation. Later, this text typology developed into what is currently known as special-purpose texts Sarcevic (2000: 5-6). In 1971, Katharina Rei was the first to suggest a translation oriented text

typology based not on subject matter, but on function. She classified texts into expressive, conative or informative. Hence, a legal text would fall under informative texts category. As a result of this newly found focus on function, translation theorists started to pay attention to pragmatic aspects of texts by being more aware of the function of texts and the role of that in the process of communication Neubert( 1985).

The peculiarity of a legal text stems essentially from its function.

Hence, putting it on equal footing with other special-purpose texts willimpede the process of recognizing its primary function. Peter Newmark , like Rei, proposed a text typology based on Bühler's model of language functions which is based on a division of basic verbal communicative situations with three corresponding text types, informative, expressive and evocative or operative. However, he classified legal documents as expressive texts, therefore putting them side by side with imaginative literary texts for which he received a lot of criticism, which was only reasonable Newmark(1988). Sarcevic (2000) argues that legal instruments such as contracts are regulatory in nature. She also adds that these are now considered as normative texts which "prescribe how the members of a given society shall act (command), refrain from acting

(Prohibition) may act (permission) or are explicitly authorized to act (authorization)Sarcevic( 2000: 11).

### 2.2.3 Legal Translation and the Concept of Legal Equivalence:

The complexity of legal discourse and its pragmatic status may explain the reason why the traditionally adopted approaches to legal translation need to be reconsidered. Thus, a change in perspective occurred with a gradual shift

towards a more flexible approach. Such an approach is characterized more and more by recipient-orientedness, with new criteria of equivalence, specific for legal translation Sarcevic(2000: 23). Therefore, the principle of legal equivalence emerged, which brought into play the legal function that a translated text would have to perform in the target culture Beaupre (986: 179). In literature on translation, the concept of equivalence has grown to be redundant, vague and controversial. Guidelines to achieving it in actual practice have been one of the longest debated issues, especially in the 1970s and early 1980s. Basically, the criterion of legal equivalence is analogous to the notion of functional equivalence, and, in terms of general translation theory, both principles have their counterparts in other general principles proposed by renowned theorists such as Nida and Taber.

Koller(1992: 187) and Newark's communicative translation Newmark (1982: 38-56).Within this framework, the translation of a legal text will strive to realize identity of meaning between original and translation, i.e. identity of propositional content as well as identity of legal effects Sager (1993: 180). The introduction of the concept of legal equivalence marked a turning point in the history of legal translation. However, it is still considered the source text as the yardstick against which the quality of a translation is assessed Sarcevic(2000: 202). Its emergence has allowed for the end of the traditional inclination for preserving the letter of the original and the shift to a more dynamic approach.

Although the concept of legal equivalence might seem to be applicable to virtually all types of legal texts, a succinct investigation of a practically diverse sample of translated legal documents will show that this is not the case. For some text types and contexts, the principle of legal equivalence is inapplicable. A noteworthy example is the case of sworn translations which

cannot be other than strict literal, being subject in some countries to further constraints in terms of graphic organization such as suppression of blanks and new paragraphs to prevent any addition of forged material after the certification has taken place. It is indisputable that this kind of situation does not fall within the scope of legal equivalence.

The principle of legal equivalence was originally formulated in a bilingual (and bi-juridical) context. Hence, it chiefly stresses that translated text has its own autonomous force, i.e. independent legal validity, which is essentially pragmatic in nature. The translation strategies adopted for a certain text are subsidiary to the pragmatic conditions it has to meet Garzone(2003).

### 2.2.4 Purposes of Translation of Legal Texts:

Language is central to the law, and law as we know it is inconceivable without language Gibbons, (1994, p.3). The purpose of translation typically has been used to transfer the SL texts to equivalent TL texts. In general, the purpose of translation is to reproduce various kinds of texts - including religious, literary, and legal texts-in another language and thus making them available to wider readers. Ordudari,( 2007, p. 1).

Larson (1984, p. 3) states that translation is transferring the meaning of the source language into the receptor language. This is done by going from the form of the first language to the form of a second language by way of semantic structure. It is the meaning which is being transferred and must be held constant.

Newmark (1988, p. 5) states that translation is rendering the meaning of a text into another language in the way that the author intended the text. Translation is the process of transferring meaning from the SL into the TL, for example, from English into Arabic or from Arabic into English.

The legal translator must be very careful in transferring the meaning due to the fact that meaning is very important in translation activity. If the translator cannot get the right meaning from SL, the result of the translation will be misled.

Legal translation is a special type of Language for Specific Purposes (LSP) translation involving cross-linguistic communication in the legal context. In contrast to other types of LSP translation, legal translation tends to involve more culture specific components Biel (2008, p. 22).

Every translator of legal texts must face and finally try to solve the tension between the need of legal certainty and the fact of linguistic indeterminacy. Knowing the concepts behind the terms is more important in legal translation than in other translational areas.

Translation of legal texts seems to stand at the crossroads of legal theory, language theory and translation theory, as Cao writes (2007, p. 7).

Cao (2007, pp. 10-12) proposes the following communicative purposes of legal texts, and subsequent purposes of translation of legal texts:

1. Normative Purpose–prescriptive laws granting rights and imposing obligations.
2. Informative Purpose–mostly descriptive, scholarly works and legal commentaries, correspondence between lawyers.

The communicative purpose of the SL text and the TL text may not be the same. Cao further classifies legal translation into three categories, according to the purpose of the TL text:

1. Translation for Normative Purpose – translation of the law. The TL text will be regarded as authoritative and have the same or similar effects as the SL text. This situation is typical of bilingual jurisdictions or the European Union legislation. These texts may be statutes, directives and regulations or

even private documents if they are legally binding. In this category, the communicative purpose of the SL and TL texts are identical.

2. Translation for Informative Purpose – only to provide information to the TL readers: the SL text is enforceable, the TL text is not.

This category includes court decisions, or even foreign statutes.

The original texts and its translation may have different communicative purposes.

3. Translation for General Legal or Judicial Purpose – primarily informative and mostly descriptive. This group includes translation of various records and certificates, witness statements or expert reports used as evidence in court proceedings. Such documents may have legal consequences. Moreover, this category may include texts that are not written by legal professionals.

### 2.2.2 Methods and strategies used in legal translation:

Newmark, (1981) is a renowned theorist of general translation who contributed to the topic of legal translation. Newmark distinguished between translating legal documents to lay out some information, and those which are relevant to the target language (TL) community. Foreign laws for example are translated for information-specific purposes only, and for such types of texts Newmark suggested the literal or semantic approach to translation. On the other hand, he mentioned that the formal register of the target language must be observed when tackling documents that are to be valid at the same time in the target language community, such as international agreements. In Newmark's view, such translations require the communicative approach that is target language oriented.

Mellinkof1982 presented the basic rules "drafting" in plain English.

Mellinkof illustrated his ideas by way of making a contrast between samples of poor drafting in briefs, contracts and judicial opinions with versions of the same material rewritten in ordinary English. He described ready legal forms as being a “quick, cheap substitute for knowledge and independent thinking” (p.101). He also laid the definition of four elements of legalese: formalisms, such as now come; archaic words, such as thereof; redundancies, such as each and every; and Latin words, such as per annum, inter alia.

According to Vermeer (1996) literal translation is not necessarily the strategy for legal texts. In a context that is not legally significant in the translated version, a free translation approach could be adopted if the aim is introducing to the addressee of the target text the function of the original in the source-language culture. However, the researcher prefers to stick to literal translation with some cosmetic changes in most of legal texts.

House (1997) differentiated between two basic types of translation strategies: “overt translation” where the target text receivers are not the same as the source text receivers; and “covert translation” in which the target text receivers are the same as the source text receivers. It is meant by the covert translation the production of a text which is functionally equivalent to the source text. According to House, the latter group includes texts that are not addressed to specific audience, such as commercial texts, scientific texts, journalistic articles etc.

Sarcevic, (2000) indicated that "the basic unit of legal translation is the text, not the word" (p.5). Terminological equivalence surely bears considerable importance, but 'legal equivalence' used to describe a relationship at the level of the text may have an even greater importance (p.48). Furthermore, she suggested that the traditional principle of fidelity has recently been

challenged by the introduction of new bilingual drafting methods, which have succeeded in revolutionizing legal translation. Contrary to freer forms of translation, legal translators are still guided by the principle of fidelity. However, their first consideration is no longer fidelity to the source text but to guarantee the effectiveness of multilingual communication in the legal field (p.16). The translator must be able "to understand not only what the words mean and what a sentence means, but also what legal effect it is supposed to have, and how to achieve that legal effect in the other language (p.70-71). She pointed out that while lawyers cannot expect translators to produce parallel texts which are equal in meaning, they do expect them to produce parallel texts which are equal in legal effect. Thus the translator's main task is to produce a text that will lead to the same legal effects in practice (p.71).

Dickens et al (2003) presented various translation issues in a progressive manner, supported by practical data in order to develop some essential principles for solving the translational problems in the field. Some theoretical implications were discussed, especially if they were related to developing proficiency in method. However, the book tackled a wide range of texts; it did not concentrate on legal texts in the form of pedagogic practice within a framework of more general linguistic issues. The particularity of legal texts was ignored and it was treated in the same manner of other ISP texts.

### 2.2.5 Translational problems and challenges in legal language:

Enani, (2003) dealt with major problems in both lexical and the structural areas helping the learner to acquire a better understanding of these problems. He stated that the conceptual framework differs from one language to another which is reflected in the style mirroring the mode of thought of the people using each language. He observed that as a result of the universalization of the language of science, modern standard Arabic has developed an abstract style similar to that of most living European languages. Some people call it 'translation style', but it is in fact the outcome of an interaction between our indigenous mode of thought and the universal language of science (p.28).

Abu Al Haijaa (2007) elaborated on two main translational challenges that translators encounter. The first challenge is the lexis-related challenge (i.e. referential aspect) while the second one is the structure-related challenge (i.e. style aspect). He explained that a word only gains its meaning within a specific context without which it remains an isolated meaningless word. For constructing sentences and paragraphs, he also states that Arabic and English have different structures and styles. He stated that while complex and long sentences are often used in English, small separate units are often used in Arabic. A translator should pay attention to the nuances between seemingly different words or phrases like "term" and "period" (p.37).

Qing-guang(2009) argued that mistranslation may occur frequently in college students' translation since they tend to be affected by the conceptual meaning of the original text. In translation, he reported that a translator must be armed with linguistic knowledge as well as cognitive knowledge. He also reported that by applying frame theory to translation teaching, teachers can

guide students to construe the original meaning on the lexical, syntactic and textual level, so that they may effectively avoid semantic errors in translation (p.8).

He concluded that teachers should guide students to enlarge their knowledge scope and enrich their encyclopedic knowledge due to students' inadequate background knowledge.

### 2.2.5.1Sources of Difficulty in Legal Translation:

The nature of law and legal language contributes to the complexity and difficulty in legal translation. This is compounded by further complications arising from crossing two languages and legal systems in translation. Specifically, the sources of legal translation difficulty include the systemic differences in law, linguistic differences and cultural differences. All these are closely related.

**Different legal systems and laws**

Legal language is a technical language. Furthermore and importantly, legal language is not a universal technical language but one that is tied to a national legal system Weisflog(1987: 203), legal language is very different from the language used in pure science, say mathematics or physics. Law and legal language are system-bound, that is, they reflect the history, evolution and culture of a specific legal system. As Justice Oliver Wendell Holmes famously said a long time ago:

The life of the law has not been logic: it has been experience. The felt necessities of the time, the prevalent moral and political theories, intuitions of public policy, avowed or unconscious, even the prejudices which judges share with their fellow-men, have had a good deal more to do than the syllogism in determining the rules by which men should be governed. The

law embodies the story of a nation's development through many centuries, and it cannot be dealt with as if it contained only the axioms and corollaries of a book of mathematics. Holmes (1881/1990: 1)

Law as an abstract concept is universal as it is reflected in written laws and customary norms of conduct in different countries. However, legal systems are peculiar to the societies in which they have been formulated. Each society has different cultural, social and linguistic structures developed separately according to its own conditioning. Legal concepts, legal norms and application of laws differ in each individual society reflecting the differences in that society. Legal translation involves translation from one legal system into another. Unlike pure science, law remains a national phenomenon. Each national law constitutes an independent legal system with its own terminological apparatus, underlying conceptual structure, rules of classification, and sources of law, methodological approaches and socioeconomic principles Sarcevic(1997: 13). This has major implications for legal translation when communication is channeled across different languages, cultures and legal systems.

Firstly, law is culturally and jurisdictionally specific. In the study of comparative law, the major legal systems of the world have been classified into various categories. Here 'legal system' refers to the nature and content of the law generally, and the structures and methods whereby it is legislated upon, adjudicated upon and administered, within a given jurisdiction Tetley(2000). Such systems can also be described as legal families. According to David and Brierley's classification of world legal systems or families, there are the Romano-Germanic Law (Continental Civil Law), the Common Law, Socialist Law, Hindu Law, Islamic Law, African Law and Far East Law David and Brierley(1985: 20–31). According to Zweigert and

Kotz (1992), there are eight major groups: Romanistic, Germanic, Nordic, Common Law, Socialist, Far Eastern law, Islamic and Hindu laws.

The two most influential legal families in the world are the Common Law and the Civil Law (Romano-Germanic) families. About 80% of the countries in the world belong to these two systems. Here are some examples of the two groupings. For the Common Law jurisdictions, there are England and Wales, the United States of America, Australia, New Zealand, Canada, some of the former colonies of England in Africa and Asia such as Nigeria, Kenya, Singapore, Malaysia and Hong Kong. Civil Law countries include France, Germany, Italy, Switzerland, Austria, Latin American countries, Turkey, some Arab states, North African countries, Japan and South Korea.

There are also the mixed systems of law that derive from more than one legal family. They are hybrids and examples of such mixed jurisdictions with the influence from the Common Law and the Civil Law include Israel, South Africa, the Province of Quebec in Canada, and Louisiana in the US, Scotland, the Philippines and Greece. The law of the EU is also such a mixed jurisdiction. China may be considered another hybrid with influence from traditional Chinese law, the Civil Law and Socialist Law.

As David and Brierley state, each legal system or family has its own characteristics and has a vocabulary used to express concepts, its rules are arranged into categories, it has techniques for expressing rules and interpreting them, it is linked to a view of the social order itself which determines the way in which the law is applied and shapes the very function of law in that society ,David and Brierley(1985: 19)

Due to the differences in historical and cultural development, the elements of the source legal system cannot be simply transposed into the target legal system Sarcevic(1997: 13). Thus, the main challenge to the legal translator is

the incongruence of legal systems in the SL and TL. Then, what are the distinguishing features of the major legal systems, specifically and for our purpose, the Common Law and the Civil Law, and what are the major differences between them?

One set of criteria for the classification of legal systems or families in describing the characteristics or the 'juristic or legal style' of legal systems is that proposed by Zweigert and Kotz (1992: 68–73). They include (1) the historical development of a legal system; (2) the distinctive mode of legal thinking; (3) the distinctive legal institutions; (4) the sources of law and their treatment; and (5) the ideology.

If we use these criteria to compare the Common Law and the Civil Law, firstly, the Common Law is the legal tradition that evolved in England from the 11th century onwards. Its legal principles appear for the most part in reported judgments in relation to specific fact situations arising in disputes that courts have to adjudicate. Thus, the Common Law is predominantly founded on a system of case law or judicial precedent. The key features of the Common Law include a case-based system of law that functions through analogical reasoning and an hierarchical doctrine of precedent deCruz (1999,102–103).

In contrast, the Civil Law originated in ancient Roman law as codified in the Corpus Juris**Civilis** of Justinian (AD 528–534). It was later developed through the middle Ages by medieval legal scholars. It is the oldest legal tradition in the Western world. Originally, Civil Law was one common legal system in much of Europe, but with the development of nationalism in the 17th century Nordic countries and around the time of the French Revolution, it became fractured into separate national systems. This change was brought about by the development of separate national codes. The French

Napoleonic Code and the German and Swiss Codes were the most influential ones. The Civil Law was developed in Continental Europe and subsequently around the world, e.g. Latin America and Asia see Merryman et al(1994). Because of the rising power of Germany in the late 19th century, many Asian nations translated and introduced the Civil Law. For instance, the German Civil Code was the basis for the law of Japan and South Korea. In China, the German Civil Code was introduced in the late 1800s and early 1900s and formed the basis of the law of the Republic of China, which remains in force in Taiwan today. It has also greatly influenced the legal system of the People's Republic of China. Some authors also believe that the Civil Law later served as the foundation for Socialist Law in Communist countries.

In terms of legal thinking, the Civil Law family is marked by a tendency to use abstract legal norms, to have well-articulated system containing well defined areas of law, and to think up and to think in juristic constructions Zweigert and Kotz(1992: 70).

The function and style of legal doctrine are different in the Common Law and Civil Law. The Common Law jurists focus on fact patterns. They analyze cases presenting similar but not identical facts, distinguishing cases and extracting specific rules, and then, through deduction, determine the narrow scope of each rule, and sometimes propose new rules to cover facts that have not yet presented themselves Tetley(2000: 701). In contrast, the Civil Law jurists focus on legal principles. They trace their history, identify their function, determine their domain of application, and explain their effects in terms of rights and obligations Tetley (2000: 702) see also Vranken (1997). In terms of case law, in the Common Law, specific rules are set out to specific sets of facts. Case law in the Common Law provides

the principal source of law, whereas in the Civil Law system, case law applies general principles and is only a secondary source of law Tetley (2000: 702). The English doctrine of stare decisis compels lower courts to follow decisions rendered in higher courts, hence establishing an order of priority of sources by 'reason of authority'. Stare decisis is unknown to the Civil Law, where judgments rendered by judges only enjoy the 'authority of reason' Tetley (2000: 702).

In the Civil Law world, the general legal principles are embodied in codes and statutes, and legal doctrine provides guidance in their interpretation, leaving to judges the task of applying the law Tetley (2000: 702). The Civil Law is highly systematized and structured and relies on declarations of Broadand general principles, often ignoring details Tetley (2000). The key or primary sources of law in Civil Law are codes and enacted statutes. Secondary sources include court decisions (jurisprudence), learned annotations of academic lawyers or scholars' opinions or legal scholarship (la doctrine), textbooks and commentaries. Civil Law courts base their judgments on the provisions of codes and statutes, from which solutions in particular cases are to derive on the basis of the general principles of codes and statutes.

In terms of legal institutions, typical legal institutions of the Common

Law includes trust, tort law, estoppels and agency, and these are unique to the Common Law. The Common Law also has categories of law such as contract and tort as separate branches of law and two main bodies of law: common law and equity. There is no substantive or structural public/ private law distinction as that which exists in the Civil Law system de Cruz (1999). In contrast to the Common Law, the Civil Law has such unique legal institutions as cause, abuse of right, the direct action, the oblique action, the

action de in rem verso, the extent of strict liability in tort, and negotiorumgestio, among others. These are foreign to the Common Law. In the Germanic family, there are also the calusulaegenerales, the theory of the abstract real contract, the concept of the legal act and liability based on culpa incontrahendo, the doctrine of the collapse of the foundations of a transaction, the entrenched position of the institution of unjust or unjustified enrichment, and the land register for detailed discussions of these, see Zweigert and Kotz(1992).

In short, Zweigert and Kotzsummaries the major differences between the Common Law and the Civil Law succinctly:

To the lawyers from the Continent of Europe, English law has always been something rich and strange. At every step he comes across legal institutions, procedures, and traditions which have no counterpart in the Continental legal world with which he is familiar. Contrariwise, he scans the English legal scene in vain for much that seemed to him to be an absolute necessity in any functioning system, such as a civil code, a commercial code, a code of civil procedure, and an integrated structure of legal concepts rationally ordered. He finds that legal technique, instead of being directed primarily in interpreting statutory texts or analysing concrete problems so as to 'fit them into the system' conceptually, is principally interested in precedents and types of case; it is devoted to the careful and realistic discussion of live problems and readier to deal in concrete and historical terms than think systematically or in the abstract Zweigert and Kotz(1992: 188)

Despite the differences, we need to recognize that the Common Law and the Civil Law families are not incompatible. We should not exaggerate the differences or believe that the translation between the two is somehow not possible. After all, both belong to the Western legal traditions and political

cultures. Particularly, there has been convergence due to the mutual influence and cross-fertilisation between the two families see Merryman et al(1994). Statute laws have played an increasing role in Common Law countries, especially the US after the Second World War. More recently, the impact the EU laws on both the Common Law and Civil Law jurisdictions in Europe has also been felt see Vranken(1997). Nevertheless, the systemic differences between different legal families are a major source of difficulty in translation.

**Linguistic and cultural differences:**

**A/ Linguistic Differences:**

In language for special purpose communication, the text is formulated in a special language or sub-language that is subject to special syntactic, semantic and pragmatic rules Sager (1990). In our present case, LLP is subject to the special rules of legal language. Legal language is used in communicative situations between legal specialists, such as judges, lawyers and law professors, and also in communications between lawyers and the layperson or the general public.

One of the most problematic features of legal discourse is that it is 'invisible'. It is claimed that 'the most serious obstacles to comprehensibility are not the vocabulary and sentence structure employed in law, but the unstated conventions by which language operates .There are expectations about the way in which language operates in legal contexts. Such expectations are not explicitly stated anywhere but are assumed in such contexts Bhatia (1997: 208).

Linguistic difficulties often arise in translation from the differences found in the different legal cultures in the Common Law and the Civil Law.

The root of the problems lies in their varying legal histories, cultures and systems. Law and languages are closely related. Legal language has developed its characteristics to meet the demands of the legal system in which it is expressed. As said earlier, legal translation is distinguished from other types of technical translation that convey universal information. In this sense, legal translation is sui generis. Each legal language is the product of a special history and culture. It follows that the characteristics of the la langue de droit in French do not necessarily apply to legal English. Nor do those of the English language of the law necessarily apply to French.

A basic linguistic difficulty in legal translation is the absence of equivalent terminology across different languages. This requires constant comparison between the legal systems of the SL and TL. As David and Brierley state: The absence of an exact correspondence between legal concepts and categories in different legal systems is one of the greatest difficulties encountered in comparative legal analysis. It is of course to be expected that one will meet rules with different content; but it may be disconcerting to discover that in some foreign law there is not even that system for classifying the rules with which we are familiar. But the reality must be faced that legal science has developed independently within each legal family, and that those categories and concepts which appear so elementary, so much a part of the natural order of things, to a jurist of one family may be wholly strange to another. David and Brierley(1985: 16)

In terms of legal style, legal language is a highly specialized language use with its own style. The languages of the Common Law and Civil Law systems are fundamentally different in style. Legal traditions and legal culture has had a lasting impact on the way law is written. Written legal language thus reflects the essential elements of a legal culture and confronts

the legal translator with its multi-faceted implications Smith (1995: 190–191).

As said earlier, there are major differences in the order of priority in Civil Law and Common Law regarding case law and legal doctrine. The functions of case law have had an apparent influence on the writing style and language of court decisions. Common Law judicial opinions are usually long and contain elaborate reasoning, whereas the legal opinions in Civil Law countries are usually short and more formal in nature and style. For instance, in France, judges normally cite only legislation, not prior case law. Such judgments are normally separated into two parts – the motifs (reasons) and the dispositive (order). The method of writing judgments is also different.

Common Law judgments extensively expose the facts, compare or distinguish them from the facts of previous cases, and decide the specific legal rule relevant to the facts. In contrast, Civil Law decisions first identify the legal principles that may be relevant, and then verify if the facts support their application Tetley (2000: 702). In Civil Law countries, there are mainly two styles in presenting judicial decisions David and Brierley(1985: 142) see also de Cruz (1999). There is the French technique of 'whereas-es'(attendus).

Such judgment is formulated in a single sentence and is concise and concentrated. This style is mostly found in France, Belgium, Luxembourg, the Netherlands, Spain, Portugal and most of the Nordic countries. The other style of judicial decision is found in other Civil Law countries such as Germany, Greece, Italy, Switzerland and Sweden, where the judgment is presented in the form of a dissertation that varies in length and in its organization David and Brierley(1985: 142). Normally, they are lengthy and discuss prior cases and academic writing extensively.

In terms of the style of legislative drafting, Civil Law codes and statutes are concise (le style français), while Common Law statutes are precise (le style anglais) Tetley (2000: 703). Civil Law statutes generally provide no definitions, and state principles in broad, general phrases. In contrast, Common Law statutes provide detailed definitions, and each specific rule sets out lengthy enumerations of specific applications or exceptions, preceded by a catch-all phrase and followed by qualifications Tetley (2000: 703).

To be more specific, if we compare the Common Law with German law, the legal traditions of the Anglo-American and German Civil Law systems underscore the different styles of the two legal cultures. Common Law in English is forensic whereas Civil Law in German is scholastic smith (1995). In the Civil Law system, interpretation of the legal norm entails determining unforeseen and future problems. The thinking is abstract and system-oriented while the method is deductive. In contrast, in the Anglo-American system, the method of legal thinking is inductive. US judges and lawyers are deeply skeptical of abstract norms. The approach to legal problems is empirical. Consequently, in the Anglo-American context, legal writing reflects the necessity to leave the judge as little room for interpretation as possible. This is most obvious in contracts between business partners Smith(1995). They result in wordy, lengthy texts, listing a seemingly endless array of terms with seemingly similar meanings .Typically, in an American contract, one finds phrases such as ‘any right, interest, title, property, ownership, entitlement and/or any other claim. The equivalent in German would be one word rechtasnspruch meaning ‘legal claim’ Smith(1995). In short, there are stylistic differences between the two systems.

When we translate legal texts between different legal systems or families and languages, the degrees of difficulty may vary. There are the following scenarios depending upon the affinity of the legal systems and languages according to de Groot (1988: 409–410): (1) when the two legal systems and the languages concerned are closely related, e.g. between Spain and France, or between Denmark and Norway, the task of translation is relatively easy;
(2) when the legal systems are closely related, but the languages are not, this will not raise extreme difficulties, e.g. translating between Dutch laws in the Netherlands and French laws; (3) when the legal systems are different but the languages are related, the difficulty is still considerable, and the main difficulty lies in faux amiss, e.g. translating German legal texts into Dutch, and vice versa; and (4) when the two legal systems and languages are unrelated, the difficulty increases considerably, e.g. translating the Common Law in English into Chinese. In short, the degree of difficulty of legal translation is related to the degree of affinity of the legal systems and languages in question de Groot (1988: 410). An a priori argument of the disparity in legal systems is that variations exist in the different legal languages of individual societies using language to communicate law Weisflog(1987). The ‘system gap’ Weisflog(1987) between one national legal system and another results in linguistic differences.

Generally speaking, the wider the ‘system gap’, the wider the legal language gap. In short, the differences in the Common Law and Civil Law systems and the consequent differences in the language used in law in the two systems as described above have an impact on legal translation. The diverse range of linguistic differences is one of most challenging aspects that confront the legal translator irrespective of which legal language is involved. It is a major source of difficulty in legal translation.

**B/Cultural differences**

Another source of difficulty in legal translation is cultural differences.

Language and culture or social contexts are closely integrated and interdependent.

Culture is defined by Halliday as‘a semiotic system’ and ‘a system of meanings’ or information that is encoded in the behavior potential of the members. Snell-Hornby (1988: 39) argues that, in translation, language should not be seen as an isolated phenomenon suspended in a vacuum but as an integral part of culture, and that the text is embedded in a given situation, which is itself conditioned by its socio-cultural background

Snell-Hornby (1988: 42), quoting Honig and Kubmaul(1982).

The concept of culture as a totality of knowledge, proficiency and perception is fundamental to the integrated approach to translation as advanced by Snell-Hornby (1988: 42), an approach adopted in this study. In this connection, a legal culture is meant those ‘historically conditioned attitudes about the nature of law and about the proper structure and operation of a legal system that are at large in the society’ Merryman et al. (1994: 51). Law is an expression of the culture, and it is expressed through legal language. Legal language, like other language use, is a social practice and legal texts necessarily bear the imprint of such practice or organizational background Goodrich(1987: 2). ‘Each country has its own legal language representing the social reality of its specific legal order’ Sarcevic(1985: 127).

Legal translators must overcome cultural barriers between the SL and TL societies when reproducing a TL version of a law originally written for the SL reader. In this connection, the most important general characteristic of any legal translation is that an unusually large proportion of the text is

culture-specific. The existence of different legal cultures and traditions is a major reason why legal languages are different from one another, and will remain so. It is also a reason why legal language within each national legal order is not and will not be the same as ordinary language.

**Finding the Suitable Equivalence:**

Given the complexity and difficulty of legal translation, one may wonder whether law is translatable and whether true equivalence can be attained in legal translation. If one believes that no two historical epochs, no two social classes and no two localities use words and syntax to signify exactly the same things and to send identical signals of valuation and inference Steiner (1998: 47), then one may question whether translation attempting to achieve equivalence is indeed possible. It is a fact that one major and frequently encountered difficulty in legal translation is the translation of foreign legal concepts. It has often been claimed that legal concepts alien or non-existent in the target system are untranslatable see Sarcevic(1997: 233). For instance, there are those who believe that no Chinese vocabulary can be found to express the full meaning of Common Law concepts, and hence the Common Law is not translatable into Chinese. Some have contended that, because of the conceptual gaps between English and Chinese laws, difficulties inherent in translating Common Law terms into Chinese are insurmountable. But are such claims true or exaggerations?

We can look at this issue from several perspectives. Firstly, it is a fact that we translate law between different legal families and legal traditions, and we have been doing so for the last few centuries. In fact, the laws and legal systems in many countries and continents have been developed on the basis of legal transplant from other legal systems assisted to a large extent by the process of translation. Legal concepts, practices and entire legal systems

have been introduced to new political, social, cultural and legal environments this way. So, real life experience, and successful experience at that, tells us that translating law, irrespective of what systems and families are involved, is not only possible, but also highly productive.

This does not mean that there are no problems or the job is easy.

Secondly, if we look at this from the angle of translational equivalence, a number of factors need to be taken into account when foreign laws, legal concepts and practices are translated that have no existing equivalents in the TL. Naturally, there needs to be a link that establishes a degree of equivalent relationship between the SL and TL for translation to take place. But what kind of equivalent relationship? As Toury observes, translation is a series of operation or procedures whereby one semiotic entity, which is a constituent element of a certain cultural subsystem, is transformed into another semiotic entity, which forms at least a potential element of another cultural subsystem, providing that some informational core is retained 'invariant under transformation', and on its basis a relationship known as 'equivalence' is established between the resultant and initial entities. Toury(1986: 11121113).

According to Toury, equivalence is a combination of, or compromise between, the two basic types of constraints that draw from the incompatible poles of the target system and the source text and system Toury(1986: 1123). It can be argued that, conceptually and pragmatically, translation, including the legal kind, is not solely the question of crossing languages or the question of identity or synonymy. This is because the validity of a translation is independent of whether an element in one code is synonymous with a correlated element in another code . Translation always takes place in a continuum and there are many kinds of textual and extra textual constraints

upon the translator Bassnett and Lefevere(1998: 123). Translational equivalence is a relative notion see Koller(1995). As pointed out, translators decide on the specific degree of equivalence they can realistically aim for in a specific text Bassnett and Lefevere(1998: 2). Thus, translating legal texts is a relative affair.

Take legal concepts for example. Legal concepts from different countries are seldom, if ever, identical, because, firstly, the nature of language dictates that two words are rarely identical between two languages and even within the same language (for instance, the English legal language in the US, UK and Australia; the Chinese legal language used in China, Hong Kong and Taiwan; German in Germany, Austria and Switzerland, and French in France and Canada). Secondly, human societies with their own cultural, political and social conditions and circumstances are never duplicate. Law is a human and social institution, established on the basis of the diverse moral and cultural values of individual societies. Moreover, conceptually, added to this is the individual mediating process as described by Peirce within the semiotic process that impacts on the interpretive outcome see Cao (2007). Nevertheless, the other side of the same coin is that common sense tells us human societies share many things in common. More things combine than divide us, our differences notwithstanding. Some legal concepts may overlap in different societies but seldom identical. Therefore, it is futile to search for absolute equivalence when translating legal concepts.

Thirdly, in this connection, the issue of comprehending translated law, after the initial linguistic transfer, is also a related consideration. In people's understanding of translated texts originally written for different audiences in different languages, inevitably, sometimes there are confusions and misunderstandings. Such confusion may have something to do with the often

invisible crossover in translation. Words may be written and read in the same language but people's interpretations in the SL and TL differ due to the differences in language use. Others' horizons that are encoded in the original language but now represented in the translated language may not be so readily obvious as to place one's own horizons in relief cf. Gadamer(1975, 1976), simply because the other horizons are now expressed in a deceptively familiar language, one's own language. Nevertheless, the 'fusion of horizons' is possible and experience able in translation and understanding translated texts.

Language is the universal medium in which understanding is realised, and language is a social phenomenon and, as such, it is formally directed towards inter-subjectivity.

It is capable of opening a person to other horizons. Horizon, says Gadamer, is the range of vision that includes everything that can be seen from a particular vantage point. Horizon is used to characterise the way in which thought is tied to its finite determination, and the nature of the law of the expansion of the range of vision. Understanding transcends the limits of any particular language, and mediates between the familiar and the alien. The particular language with which we live is not closed off against what is foreign to it. Instead it is porous and open to expansion and absorption of ever new mediated content; In short, we can transcend our interpretive horizons.

The event of understanding culminates in a fusion of horizons when the horizon of the self's experienceable world is transformed through contact with another . This description of understanding applies to both situations within one language and across two languages. In translation, including legal translation, one may say that a 'fusion of horizons' can be achieved and

mediated in the transmission of meaning, creating new interpretive horizons on the part of the reader of translation.

Despite the seemingly insurmountable conceptual and linguistic gulf, alleged and real, between different laws and languages, translating law is possible, and cross-cultural understanding in law can be realised, although such understanding is always subjective and may not be identical in all languages at all time. However, one may say that no exact equivalence or complete identity of understanding can be expected or is really necessary.

### 2.2.6 The Legal Translator:

Many descriptions have been offered of what the legal translator should be like and what skills such a translator should possess. Often, it is said that the legal translator requires both linguistic skills and some basic understanding of law. Smith (1995: 181) believes that there are three prerequisites for successful translation of legal texts: (1) the legal translator must acquire a basic knowledge of the legal systems, both in the SL and TL; (2) must possess familiarity with the relevant terminology; and (3) must be competent in the TL-specific legal writing style. Another slightly different description of the requirements is that the legal translator must possess the ability to retrieve information from the specialised SL, and the ability to process information Wagner (2003). In other words, the legal translator must understand all the shades of meaning of the SL so that he or she may reproduce it as faithfully and naturally as possible in the TL, and must understand all the mechanisms of the law, the way legal texts are drafted, interpreted and applied in legal practice.

Recognizing the similarities between legal translation and other types of translation, Weisflog (1987), a translator in general must ideally have an

excellent background in the SL and control over the resources of the TL, an intimate acquaintance of the subject matter, an effective empathy with the original author and the content, and a stylistic facility in the TL. Specific to the legal translator, Weisflog believes that the translator must have a thorough acquaintance of law as the subject matter, including the national law in the case of translation within a multilingual country, and legal systems and national laws of the SL and TL countries in the case of transnational translation Weisflog(1987). But Weisflog says that such ideal translators are rare. Similarly, according to Sarcevic (1997), the legal competence of the translator presupposes not only in-depth knowledge of legal terminology, but also thorough understanding of legal reasoning and the ability to solve legal problems, to analyse legal texts, to foresee how a text will be interpreted and applied by the court. In addition to these basic legal skills, the legal translator should also possess extensive knowledge of the target legal system and preferably the source legal system as well Sarcevic(1997). Moreover, drafting skills and a basic knowledge of comparative law and comparative methods are also required. However, Sarcevic adds that such ideal translators simply do not exist (1997: 114).

A number of comments can be made here. Firstly, the descriptions of the legal translator seem to be over-generalized guidelines. They are not a systematic description of the competence involved, with insufficient details as to the specific skills that are required, not sufficiently specific to be of great use to the legal translator or the educator of legal translators. Secondly, they say little or nothing about the nature of legal translation competence. They more resemble general observations than the results of systematic, analysis, either empirical or theoretical. Thirdly, some of the commentators describe their own descriptions as ‘idealized’ that themselves believe have

no real life reflection or existence. They seem to believe that their descriptions are not realizable or unrealistic. In this study, translation is seen in terms of translator behavior.

Furthermore, translation is regarded as a knowledge-based activity a human act and process. The two basic issues in translator behavior are knowledge and skills (knowledge and experience), and they are the pillars of information-processing procedures designed to determine the conditions for situationally adequate translation processes and to substantiate them. Translation is a capacity for steering translator performance in a principled manner and enabling the interaction of knowing that knowing what, i.e., the knowledge of a certain domain, and knowing how, i.e., the knowledge of how to execute something in a situationally adequate manner.

Legal translation is no exception. It is a fact that successful legal translators are found around the world, performing important legal translation tasks that are often vital to the functioning of law. It is also a fact that some legal translators are not as effective. Legal and other consequences may result from both successful and unsuccessful attempts. Notwithstanding, the competence of the legal translator is identifiable and describable, and indeed can be identified and specified, and importantly, can be learned and developed. Such competence is not just an ideal projection, but achievable in real life. This does not mean that legal translation is identical, mechanical or static in all situations and contexts and across different languages. Nevertheless, the competence of the legal translator can be identified, described and acquired. There are three aspects of knowledge-based behaviour: the acquisition of knowledge, either in a direct experiential or in an indirect (mediate) manner; the storing of acquired knowledge in memory;

and the reactivation of internalized knowledge, normally for multiple use either in a problem-solving setting or in automaticised form.

### 2.2.6.1Characteristics and Requirements for Legal Translator:

#### 1. Characteristics of Legal Translator:

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.

#### 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, and 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.

## 2.3 CONTRACTS:

According to Black's Law Dictionary,

"A contract or agreement is either where a promise is made on one side and assented to on the other; or where two or more persons enter into engagement with each other by a promise on either side. A contract is an agreement by which one person obligates himself to another to give, to do, or permit, or not to do, something expressed or implied by such agreement".

Contracts are agreements between two or more parties to exchange performances in a given situation for a specific purpose and to establish the agreement that the parties have made and to fix their rights and duties in

accordance with that agreement. The legal actions to be performed or not performed are set forth in the substantive provisions in the form of obligations, permissions, authorizations and prohibitions, all of which are enforceable by law. Sarcevic, (2000, 133-134).

According to Mohammad et al (2010), in today's world, contracts are the legal documents ordinary people are likely to be most familiar with. A contract does not have to be formally written down and signed to be legally binding. Oral contracts are valid in law, though there maybe difficulty in proving them if there are no witnesses. Given this freedom of form, there are some basics that distinguish contracts from other forms of agreement, and which must be present for a contract to be recognized as such and thus enforceable. In the first place, there must be an agreement between two parties, who may be individuals or groups, nonprofessionals or juristic experts.

Second, there must be valuable consideration given and received by each party. In other words, each party promises to give something in exchange for the other party's promise to give something else in return. Normally, this consideration takes the form of money, goods or services, but it may be practically anything so long as it has some identifiable worth. Thus, in this mutual offer and acceptance, each of the two parties may be viewed as both "promisor" and "promisee". Third, the parties must intend their promises to be acted on and to be legally binding.

Insignificant or vague actions are not constructible as contracts, nor are promises to undertake the impossible. Fourth, the subject matter of the contract must not be illegal or "tainted with illegality"; so-called "contract killings" are not contracts in law. Fifth, the contract must be freely entered into by both parties and both should be of equal bargaining power. Any

agreement brought on by fraud, unreasonable influence or oppressive means may be set aside, as may an unfair bargain or one-sided agreement bargain. Alcaraz and Hughes(2002, pp. 126-127).

Sarcevic (2000) argues that legal instruments such as contracts are regulatory in nature. She also adds that these are now considered as normative texts which "prescribe how the members of a given society shall act (command), refrain from acting (prohibition), may act(permission) or are explicitly authorized to act (authorization)".Sarcevic, (2000, p. 11).

Translating legal jargon in contracts can be said to elongate over a continuum that involves literal or formal translation at one end and freeor dynamic translation at the other. Therefore, literal or standardized translation can be adequate in translating purely technical terms, since such terms are context-independent. On the other hand, semi-technical terms are context dependent. Consequently, the legal translator should opt for a strategy that will enable him/her to capture and convey the intended meaning.

As Gubby (2007, p. 170) clearly writes, contracts are specific types of agreement between two or more parties that are binding in law.

Contracts are only such agreements that are legally enforceable. The core of every contract is a consensus on its content and on establishing a legally binding relationship. Contracts create the "law between the parties" and generally no one can be entitled or bound by the terms of a contract if s/he is not a party to it".

### 2.3.1. Language of Contracts:

Contracts can be considered a sub-genre of legal texts. They are drafted for a specific purpose; they seem to have a distinctive layout and a distinctive style from that of legislation or wills. In English there are even terms special

for contracts. The actual wording of a contract only becomes important when a dispute arises and litigation is at hand.

When dealing with legal documents like contracts that are concurrently valid in the TL, the translator should focus on a communicative approach. Vermeer agrees with the view that legal criteria should be taken into account when selecting the most appropriate translation strategy since the meaning of legal texts is determined by the legal context:

"For instance, in regard to contracts, the decision whether and to what extent target-language formulae should be used is determined primarily by the law governing the contract. This fact is essential because it determines whether the contract will be interpreted according to the source or the target legal system. Vermeer,( 1989, p. 99).

In official translations of contracts, the strategies used must focus on one main principle, which is fidelity to the source text:

"Legal translators have traditionally been bound by the principle of fidelity. Convinced that the main goal of legal translation is to reproduce the content of the source text as accurately as possible, both lawyers and linguists agreed that legal texts had to be translated literally. For the sake of preserving the letter of the law, the main guideline for legal translation was fidelity to the source text. Even after legal translators won the right to produce texts in the spirit of the target language, the general guideline remained fidelity to the source text." Sarcevic(2000, p.16)

### 2.3.2 Layout:

When creating the contract, particular care must be taken with regard to its overall layout so that none of its clauses are misinterpreted. The layout of Arabic and English contracts does not generally differ, the only visible

difference being the English custom of giving titles to individual sections. According to Alcaraz and Hughes(2002), the basic sections of a contract are:

1. Title – descriptive phrase identifying the type of undertaking.
2. An introduction identifying the parties to the transaction.
3. Recitals – historical and economic reasons for concluding the contract, sometimes closely defining the nature of the parties' businesses. In English, this section is sometimes introduced by the word Whereas;
4. Definitions of terms used in the contract – an English feature slowly finding its way into other legal languages.
5. Operative provisions containing rights and obligations, usually introduced by a performative verb.
6. Various provisions (on applicable law, expressing the consideration, giving guaranties).
7. Testing clause – sentence introducing the signatures, sometimes containing the date and place.
8. Signature lines.
9. Schedules (annexes) – in case the contract refers to them.

According to Alcaraz and Hughes (2002, pp. 127-132), although there can be immeasurable disparities, contracts generally have the following textual features:

**A. Commencement or premises**

In the prefatory section, there is commonly some descriptive phrase identifying the type of undertaking. Parties of the contract are usually identified in this section.

**B. Recital or preamble**

In very formal contracts, parties usually recite the reasons that led them to construct such a contract. Commercial contracts sometimes follow this

tradition by supplying details of parties' identities, interests and relations to one another and the overall purpose of the contract.

**C. The operative provisions**

This section begins with a clause pronouncing the existence of an agreement between the parties and giving force to it by using a performative verb such as agree, promise, undertake etc. The rest of the section is devoted to detailed specification of overall bargain and parties.

**D. Definitions**

If the parties believe that definitions are necessary in order to make their intentions clear, they can be invariably contained in the operative provisions.

**E. Consideration**

This section is dedicated to clarifying the nature of the mutual exchange of benefits between the two parties. Therefore, it is the legal sense of the term consideration as in "in consideration of" which means in exchange that is intended here.

**F. Representation and warranties**

This clause asserts any matter of fact necessary to guarantee the good faith of each party, such as assurances as to the quality of the goods sold 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, especially in commercial contracts, for the parties to state which set of laws is to govern the agreement. It also clarifies which courts are competent in case of dispute.

**H. Severability**

This is an optional section in which parties may agree that if any part of the contract is deemed inoperative or unlawful, the rest of the agreement will remain valid and binding.

**I. Signature**

The signatories' names are printed legibly above or below their signatures, and if any of the parties are juristic persons, his/her professional capacity is appended.

**J. Schedules**

These are known as "exhibits", "appendices" or "annexes". They contain miscellaneous information of interest to the parties (e.g. shipping documents, technical specifications, power of attorney, or other similar materials).

This layout may serve for both the Arabic and English contracts.

Particular provisions are structured to sections and subsections (or in Arabic articles and paragraphs). When translating a contract it is generally understood that the TL text layout should follow the original layout.

## 2.4 Previous Studies:

### 2.4.1Local Studies that Dealt with Challenges in Translating Legal Texts:

Mohammed (2020) in his study 'Applications on Theories of Semantics in Translation of Legal Texts into English and Arabic Language' , which is a PhD study in Sudan University of Science and Technology, tried to explore some of the language-related challenges that translators encounter while translating legal contracts and legal texts between Arabic and English, the researcher also tried to find out the reasons behind these challenges, investigate how to overcome these challenges and provide some strategies to help translation practitioners. Additionally, the study aimed at studying the meaning and language in semantics impact on the quality of legal translation, the researcher also tried to study Latin terminologies and its effect in legal translation. The main methods the researcher has used in this study are the contents of analysis method of various Arabic and foreign authors' works of the references sources and of texts chosen to exemplify the case studies and examples in point, the comparative approach through qualitative research, and the observation method starting from empirical research to the field of legal translation as applied on semantic science into English and Arabic languages. The study is based on two professors, ten associate professors, nine lecturers, seven teaching assistants, one judge, two members of association, seventy-three lawyers, fourteen graduates, twenty-four law students, eighty-one Sudan Bar association students and eleven legal advisors. Additionally, a questionnaire explores translation practitioners about the linguistic challenges was piloted and administered to 250 respondents to research questionnaire. The study conducted that legal

translation needs further development and training to be professional translation.

Alata (2016) in his paper 'Difficulties Encountered by Sudanese Students in Translating Idiomatic Expressions from English into Arabic' investigated the types of hurdles Sudanese EFL learners are likely to run into upon translating English idiomatic expressions. The study also seeks to provide remedies as part of the investigation for these mistakes after giving a through account of their occurrence. As many as 40 undergraduate students at Sudan University of Science and Technology were given a pre-test comparing 20 idiomatic expression to translate into Arabic. They were then divided into two groups namely control and experiment group. After two months of active work with the experiment group, a post-test was administered to the two groups. The experiment group scored significantly high marks due to the excessive training they received. Therefore, students can be trained to translate idiomatic expressions.

Elbashir (2018) in his paper 'Investigating the impact of prepositional Errors on Sudanese University Translation Students' Performance Using English and Arabic Languages. The researcher used two tools to achieve the purpose of this paper. Firstly, the targeted students were tested and many prepositional errors in their works were found, described and analyzed. Then a questionnaire is designed to be filed by a number of Sudanese university translation teachers in Khartoum, Sudan. In the course of this paper, some reviews of the related interest from some parts of the world were surveyed to make use of them and to support the researchers' hypothesis. It was found out that some differences errors. At the end of the paper, the researcher presented some recommendations as an attempt to overcome such errors.

Shablo (2029) in his study ‘Problems of Translating English Legal Texts into Arabic among EFL, Sudanese universities which is a PhD thesis conducted at Sudan University of Science and Technology , investigated problems encountered by Sudanese university students when translating English legal texts. The researcher adopts a descriptive analytical method to collect the data of the study. The tools used for collecting data is a questionnaire for 50 university students and teachers of English language, faculty of Arts at Al Neelain University, International University of Africa, Khartoum University, Sudan University of Science and Technology and Islamic Institute for Translation. To analyze the data, the researcher uses the statistical package for social science (SPSS). The findings of the study revealed that the majority of Sudanese university students faced problems in translating legal texts. The study recommended that mother tongue interference should be taken into consideration when teaching legal texts; it also recommended that teachers should deliver more exercises concerning legal texts and students should give more attention to English legal texts,

### 2.4.2Regional Arab Studies that Dealt with Challenges in Translating Legal Texts:

Fergal and Shunnag (1992) in their book( Major Problems in Students’ Translation of English Legal Texts into Arabic) focused on the problematic areas in translating UN legal documents encountered by M.A students at Yarmouk University, as thirteen(13) M.A students were asked to translate a UN legal document. The problems were classified by the researchers into three categories:

1- Syntax-related problems which include the misuse of finite clause as the non-finite clauses were rendered by finite ones.

2- Layout-related problems, as the issue of capital letters in English which has not a counterpart in Arabic was discussed.
3- Tenor-related problems, as the difficulty faced by students in differentiating between formal and informal expressions, were pointed out.

Abu-Ghazal (1996) in his study (Major problems in legal translation) outlined a number of syntactic, semantic and linguistic challenges encountered by translators in general and M.A students in particular in legal translation from English into Arabic. A group of (20) students from Yarmouk University were asked to translate four UN resolutions. The findings of the study showed that the participants faced problems related to layout, syntax, lexical and cohesion problems. It was concluded that an intensive training in legal translation should be given to students before starting a career as legal translators.

Fakhouri (2008) in his study (Legal translation as an act of communication: The translation of contracts between English and Arabic) which is an unpublished M.A thesis conducted in An-Najah National University, aimed at demonstrating how pragmatic and functional considerations are imported in legal translation and should be considered when determining translation strategies.

The researcher used three contracts which are: a Real-Estate Sales Contract, a Lease Contract and an Employment Contract, each text was translated by three translators from Arabic into English.

A group of graduate students studying applied linguistics and translation at An-Najah University were asked to translate a “Power of Attorney” from English to Arabic and a professional translator was commissioned to translate the same text.

The study showed that the application of pragmatic and functional perspectives to legal translation can provide valuable insights to translators, supporting the idea that translation is basically an act of communication.

Farahaty's (2008) in her paper (Legal Translation: theory and practice) focused on legal translation and theoretical and practical sides of the issue. The study included two sections: The first part was a historical review of the field of legal translation in both Western and Arabic tradition, and the part concerned with difficulties was accompanied with examples. The findings of the study highlighted the techniques legal translators can apply to tackle the difficulties faced by translators. The paper was concluded with some practical guidelines for legal translators.

Abu-Shagra (2009) in her study (Problems in Translating Collocations in Religious Texts in light of the context theory) which is an unpublished M.A thesis conducted in Middle East University , addressed the problems and the strategies employed by students in translating a group of lexical and semantic collocations from three different religious references which are: the Holly Quran , the Hadith and the Bible. A group of 35 M.A students majoring in translation were given a translation test containing 45 short sentences of contextual collocations taken from the above mentioned references. The collocations were required to be translated from English to Arabic. The study findings showed that the participants used different techniques to tackle problems in translating specific expressions. The study also revealed that literal translation is the most common strategy when translating semantic collocations in the Holly Quran and the Bible.

Alawi and Fakhouri (2010) in their study "Translating contracts between English and Arabic: Towards a more pragmatic outcome" aimed at demonstrating how standardized legal language features can be tamed to serve the ultimate goal of successfully communicating the message across languages as intended.

The study consisted of two parts: The first part aimed at demonstrating the importance of pragmatic and functional considerations in legal translations. The researchers used translated versions of three authentic contracts: A Real-Estate contracts, a Lease contract and an Employment contract which were translated by three professional translators who were asked to translate the three texts the way they usually deal with binding text. The second part explores the relatedness of Vermeer's Skopos theory to the translation of contracts through a small pilot study that compared the students' translation with a broad theoretical background and a professional translator uniformed about theories of translations. A group of graduate students of translation and applied linguistics and a professional translator were assigned to translate a "power of attorney" from English into Arabic into a different context to perform a new function.

Elayyan (2010), in his study (problems that Jordanian university students majoring in translation encounter when translating legal texts) which is an unpublished M.A thesis in Middle East University, investigated the major difficulties facing English language undergraduate students while translating legal texts. The researcher employed two instruments: a test that includes thirty students taken from selected contracts and agreements. In addition to the test the researcher also used an interview, as five professors were asked about the problems, the reasons behind

these problems and the possible solutions. The findings of the study showed that translating legal texts is difficult for undergraduate students due to linguistic challenges such as semantic, cultural, stylistic and syntactic as well as non-linguistic problems such as students' lack of awareness of legal texts' sensitivity and misuse of dictionaries. The researcher suggested that students willing to specialize in legal translation should be rendered by special characteristics and request more practice.

Abu-Alhajaa(2007) in his book "Tranee's book" elaborated on two main difficulties that translators face: The first challenge is the lexis-related challenge(i.e. referential aspect) and the second challenge is the structure-related challenge(i.e. style aspect). He pointed out that a word only gains its meaning within a specific context without which it remains isolated meaningless word. It is also pointed out that both Arabic and English have different structures and styles, while English uses complex and long sentences, Arabic uses small separate units.

### 2.2.3 International studies that dealt with challenges in translating legal texts:

Altay's (2022) investigated challenges encountered by students learning legal translation at Hacettepe University in Turkey. The researcher made a comparison between legal texts using the memorandum signed between Czechoslovkia and Turkey on 19 October 1989. It is argued that to achieve the desired effect, translators must be able to use legal language effectively to express legal concept. The translators must also be familiar with the conventional rule and styles of legal texts in every field of legal systems. It is concluded that legal translators must remember that: a term is not valid

unless it is used in the correct style. It is also concluded that the features of legal style are used because lawyers trying to be as precise as possible.

Boleszczuk (2009) in her study "Comparative analysis of legalese and plain English" which is an unpublished B.A conducted at the University of Gdansk, the researcher analyzed legal English in the light of plain English movement. English wills written in legalese were compared to their plain English equivalences. The study does not only focus on an exotic phenomenon, but also focused on the need for changes and to seek for real solutions. According to Boleszczuk, the main characteristics of legalese are unfriendly design and layout; scarcity of punctuation; overuse of capitalization, deficiency of white space and margines, decorative Gothic fonts; using archaic adverbs and referential modifiers which are imprecise and misleading , use of shall, avoidance of pronouns, frequent use of passive voice, subjunctive, tautological phrase conjoining words of the same sophisticated vocabulary, especially French and Latin etc. it is concluded that ousting legalese and the permanent implementation of plain English is not impossible, although this is going to require much patience and perseverance from those who fight for it.

Dong-mei, (2009) conducted a stylistic and contrastive analysis of Chinese legal document. He aimed at creating and organizing faithful legal documents (Chinese, English). He analyzed five Chinese legal documents and two English legal documents, following a framework synthesized from contrastive and stylistic analysis. Eight findings were discovered from the analysis concerning lexical, grammatical and textual features of the legal language, attempting to provide an opportunity for the legal document writers and translators to gain further insight into the contrastive features between Chinese and English legal languages as well as their respective

stylistic features. He mentioned some lexical features of Chinese legal language such as archaic words and high technical words, as well as some grammatical structures such as attributive clauses, cohesive phrases, prepositional phrases as attributes or adverbials, and high frequency of sentences without subjects.

Nowakowski(2009) conducted a comparative analysis of commercial translations of "KodeksSpółekHandlowych" which is a legal polish document translated into English by three different publishers . The three translations were analyzed and special focus was put on the most problematic mistranslations. The findings of the study led to some general conclusions. It is concluded that the idea that translating a legal text is a difficult task has been confirmed. The translations of some articles are concentrated on giving as much precision as possible; however they were the longest ones. Hence, the translator should find a balance between giving precise meaning and the limitation of space.

Smejkalová (2009) conducted an M.A thesis. (Translating Contracts) at Masack university. The study dealt with the characteristics of legal Czech and legal English within their legal environment and problems of translation between them. The first part of this thesis introduced the legal language in general and analyses the specifics of legal Czech and legal English. The experiment was based on analyzing translators of contracts translated by translation agencies advertising their competence in legal translation. The study tried to figure out qualities of these agencies' translation and the main problematic area such as: the understanding of the text, finding suitable translational solution of the concepts and understandability of the target language text. It is concluded that a competent legal translator must have

three prerequisites proposed by smith (1995,181) as quoted by Cao (2007,37): basic knowledge of the legal systems, knowledge of the relevant terminology and competence in the target language specific legal writing style.

# Chapter Three

# Methodology of the study

# Chapter Three
# Methodology of the Study

## 3-0 Introduction:

This chapter deals with the population and sample of the study, data collection, tools and instruments, validity and reliability, data analysis and procedures followed in the study.

## 3-1 Data collection, Methods and tools:

There are two data research methods, firstly, the qualitative research methods of data collection which do not involve the collection of data that involves numbers or a need to be deduced through a mathematical calculation, rather is based on the non-quantifiable elements like the feeling or emotion of the researcher, an example of such method is an open-ended questionnaire. Second, the quantitative methods which are presented in numbers and require a mathematical calculation to deduce. An example would be the use of a questionnaire with close-ended questions to arrive at figures to be calculated mathematically.

For the purpose of the study a test was used to identify the performance and quality of the participants in translating legal texts, furthermore a questionnaire was also conducted to identify the participants' familiarity with the challenges encountered by translators when translating legal texts and the methods used to overcome these challenges.

The communication of the participants took place at the university where the participants study and some of them were visited by the researcher at their workplaces.

## 3-2 Population and Sample of the Study:

The study involves 60 MA students translators 10 participants are MA students who studying at Sudan University of Science and Technology and the other 50 are MA students studying at Africa international university.

## 3-3 Instruments of the Study:

### 3-3-1 Translation Test:

The researcher prepared a translation test which contained two texts that were picked specifically to meet the requirements of the current study. 10 M.A students studying translation at Sudan University of Science and Technology were requested to translate two contracts. The first part of the test was a marriage contract taken from Translation of Contracts by Mahmoud Mohammed Ali Sabra which needs to be translated from Arabic into English and the second contract was a marketing agreement taken from Translation of Commercial Contracts by Mustafa Mohammed Almurshidy which was to be translated from English into Arabic.

#### *3.3.2 Validity and Reliability of Test:*

a- Validity of the test:

To ensure the validity of the test a panel of three experts (professors) in translation and linguistics one of them is from Neileen University and the other two are from Khartoum University were requested to determine the face and the content validity of the test. The panel members were asked to provide their comments, notes and recommendations on the appropriateness of the content. They were responsive and provided the researcher with valuable suggestions and recommendations. This was done to make sure that

these items help in achieving the objectives of the study and see whether it measures what is supposed to measure.

b- Reliability of the test:

For the purpose of achieving a high degree of reliability of the test, the researcher conducted a pilot study which aimed to answer the following two questions:

1- Was the time given to the participants enough to translate the items and to use all the external resources needed?
2- Were the items clear enough?

The reliability of the test was determined by means of test-retest. The test was administrated to seven MA students who shared the same characteristics of the population. However these seven students were not from the sample. They were asked to take the test as homework so they would be able to use external resources. The students brought the test back after a week, two weeks later the test was administrated again to the same students. Later, the test was distributed to the selected respondents.

## 3-3-2 Questionnaire:

A questionnaire is a written list of questions, the answers to which are recorded by respondents. In a questionnaire respondents read the questions, interpret what is expected and then write down the answers. The only difference between an interview schedule and a questionnaire is that in the interview it is the interviewer who asks the questions (and if necessary, explains them) and records the respondent's replies on an interview schedule and in the questionnaire the replies are recorded by the respondents themselves. This distinction is important in accounting for the respective strengths and weaknesses of the two methods.

In the case of a questionnaire, as there is no one to explain the meaning of questions to respondents, it is important that the questions are clear and easy to understand. Also, the layout of a questionnaire should be such that it is easy to read and pleasant to the eye and the sequence of questions should be easy to follow. A questionnaire should be developed in an interactive style. This means respondents should feel as if someone is talking to them. In a questionnaire, a sensitive question or a question that respondents may feel hesitant about answering should be prefaced by an interactive statement explaining the relevance of the question. It is a good idea to use a different font for these statements to distinguish them from the actual questions.

## *Ways of Administering a Questionnaire:*

A questionnaire can be administered in different ways.

**The Mailed Questionnaire:**

The most common approach to collecting information is to send the questionnaire to prospective respondents by mail. Obviously this approach presupposes that you have access to their addresses. Usually it is a good idea to send a prepaid, self-addressed envelope with the questionnaire as this might increase the response rate. A mailed questionnaire *must* be accompanied by a covering letter. One of the major problems with this method is the low response rate. In the case of an extremely low response rate, the findings have very limited applicability to the population of the study.

**Collective Administration:**

One of the best ways of administering a questionnaire is to obtain a captive audience such as students in a classroom, people attending a function, participants in a programme or people assembled in one place. This ensures a very high response rate as you will find few people refuse to participate in your study. Also, as you have personal contact with the study population, you can explain the purpose, relevance and importance of the study and can clarify any questions that respondents may have. It is advised that if you have a captive audience for your study, don't miss the opportunity – it is the quickest way of collecting data, ensures a very high response rate and saves you money on postage.

**Administration in a Public Place:**

Sometimes you can administer a questionnaire in a public place such as a shopping centre, health centre, hospital or school. Of course this depends upon the type of study population you are looking for and where it is likely

to be found. Usually the purpose of the study is explained to potential respondents as they approach and their participation in the study is requested. Apart from being slightly more time consuming, this method has all the advantages of administering a questionnaire collectively.

### *Advantages of a Questionnaire:*

A questionnaire has several advantages:

**It is less Expensive.**

As you do not interview respondents, you save time, and human and financial resources. The use of a questionnaire, therefore, is comparatively convenient and inexpensive. Particularly when it is administered collectively to a study population, it is an extremely inexpensive method of data collection.

**It Offers Greater Anonymity.**

As there is no face-to-face interaction between respondents and interviewer, this method provides greater anonymity. In some situations where sensitive questions are asked it helps to increase the likelihood of obtaining accurate information.

### *Disadvantages of a Questionnaire:*

Although a questionnaire has several disadvantages, it is important to note that not all data collection using this method has these disadvantages. The prevalence of a disadvantage depends on a number of factors, but you need to be aware of them to understand their possible bearing on the quality of the data. Which are:

a. Application is Limited.

One main disadvantage is that application is limited to a study population that can read and write. It cannot be used on a population that is illiterate, very young, very old or handicapped.

b. Response Rate is Low

Questionnaires are notorious for their low response rates; that is, people fail to return them. If you plan to use a questionnaire, keep in mind that because not everyone will return their questionnaire, your sample size will in effect be reduced. The response rate depends upon a number of factors: the interest of the sample in the topic of the study; the layout and length of the questionnaire; the quality of the letter explaining the purpose and relevance of the study; and the methodology used to deliver the questionnaire. You should consider yourself lucky to obtain a 50 per cent response rate and sometimes it may be as low as 20 per cent. However, as mentioned, the response rate is not a problem when a questionnaire is administered in a collective situation.

c. There is a Self-selecting Bias

Not everyone who receives a questionnaire returns it, so there is a
Self-selecting bias. Those who return their questionnaire may have attitudes, attributes or motivations that are different from those who do not. Hence, if the response rate is very low, the findings may not be representative of the total study population.

d. Opportunity to Clarify Issues is lacking.

If, for any reason, respondents do not understand some questions, there is almost no opportunity for them to have the meaning clarified unless they get

in touch with you – the researcher (which does not happen often). If different respondents interpret questions differently, this will affect the quality of the information provided.

e. Spontaneous Responses are not allowed .Mailed questionnaires are inappropriate when spontaneous responses are required, as a questionnaire gives respondents time to reflect before answering.
f. The response to a question may be influenced by the response to other questions.

As respondents can read all the questions before answering (which usually happens), the way they answer a particular question may be affected by their knowledge of other questions.

g. It is possible to consult others.

With mailed questionnaires respondents may consult other people before responding. In situations where an investigator wants to find out only the study population's opinions, this method may be inappropriate, though requesting respondents to express their own opinion may help.

A response cannot be supplemented with other information**.**

An interview can sometimes be supplemented with information from other methods of data collection such as observation. However, a questionnaire lacks this advantage.

### *Forms of Questions:*

The form and wording of questions used in an interview or a questionnaire are extremely important in a research instrument as they have an effect on the type and quality of information obtained from a respondent. The wording and structure of questions should therefore be appropriate

There are two forms of questions, open ended and closed, which are both commonly used in social sciences research.

In an **open-ended question** the possible responses are *not* given. In the case of a questionnaire, the respondent writes down the answers in his/her words, but in the case of an interview schedule the investigator records the answers either verbatim or in a summary. In a **closed question** the possible answers are set out in the questionnaire or schedule and the respondent or the investigator ticks the category that best describes the respondent's answer. It is usually wise to provide a category 'Other/please explain' to accommodate any response not listed.

When deciding whether to use open-ended or closed questions to obtain information about a variable, visualize how you plan to use the information generated. This is important because the way you frame your questions determines the unit of measurement which could be used to classify the responses. The unit of measurement in turn dictates what statistical procedures can be applied to the data and the way the information can be analyzed and displayed.

In closed questions, having developed categories, you cannot change them; hence, you should be very certain about your categories when developing them. If you ask an open-ended question, you can develop any number of categories at the time of analysis.

Both open-ended and closed questions have their advantages and disadvantages in different situations. To some extent, their advantages and disadvantages depend upon whether they are being used in an interview or in a questionnaire and on whether they are being used to seek information about facts or opinions. As a rule, closed questions are extremely useful for eliciting factual information and open-ended questions for seeking opinions, attitudes and perceptions. The choice of open-ended or closed questions should be made according to the purpose for which a piece of information is to be used, the type of study population from which information is going to be obtained, the proposed format for communicating the findings and the socioeconomic background of the readership.

**Advantages and Disadvantages of Open-ended Questions**

Open-ended questions provide in-depth information if used in an interview by an experienced interviewer. In a questionnaire, open-ended questions can provide a wealth of information provided respondents feel comfortable about expressing their opinions and are fluent in the language used.

On the other hand, analysis of open-ended questions is more difficult. The researcher usually needs to go through another process – **content analysis** – in order to classify the data.

In a questionnaire, open-ended questions provide respondents with the opportunity to express themselves freely, resulting in a greater variety of information. Thus respondents are not 'conditioned' by having to select answers from a list. The disadvantage of free choice is that, in a questionnaire, some respondents may not be able to express themselves, and so information can be lost.

As open-ended questions allow respondents to express themselves freely, they virtually eliminate the possibility of investigator bias (investigator bias

is introduced through the response pattern presented to respondents). On the other hand, there is a greater chance of interviewer bias in open ended questions.

**Advantages and Disadvantages of Closed-Ended Questions**

One of the main disadvantages of closed questions is that the information obtained through them lacks depth and variety.

There is a greater possibility of investigator bias because the researcher may list only the response patterns that she/he is interested in or those that come to mind. Even if the category of 'other' is offered, most people will usually select from the given responses, and so the findings may still reflect researcher bias.

In a questionnaire, the given response pattern for a question could condition the thinking of respondents, and so the answers provided may not truly reflect respondents' opinions. Rather, they may reflect the extent of agreement or disagreement with the researcher's opinion or analysis of a situation.

The ease of answering a ready-made list of responses may create a tendency among some respondents and interviewers to tick a category or categories without thinking through the issue.

Closed questions, because they provide 'ready-made' categories within which respondents reply to the questions asked by the researcher, help to ensure that the information needed by the researcher is obtained and the responses are also easier to analyze.

For data collection the researcher constructed a questionnaire- using closed question- in which all questions associated with hypotheses were asked, provided with all possible answers for the participants to choose from.

The questionnaire was given to the participants who were MA students. The participants were approached by the researcher at the university and some at their workplaces to inform them by his intention to involve them in his study, after they agreed to take part in the study the questionnaire was given to them and they returned it after a week.

### 3.3.2.1Validity and Reliability of the Questionnaire:

a- Validity of the questionnaire:

To guarantee the validity of the questionnaire, it was given to three experts (professors), two from Khartoum University and one from Neileen University to determine its validity.

The panel members gave their comments and recommendations on the appropriateness of the content of the questionnaire to the researcher.

b- Reliability of the questionnaire:

The researcher conducted a test-retest method to achieve a high degree of reliability.

The questionnaire was given to seven MA students who were not from the sample and they were asked to do it at home.

The seven MA students returned the questionnaire after a weak, afterwards the questionnaire was distributed to the respondents

# Chapter Four

# Data Analysis, Results and Discussion

# Chapter Four

# Data Analysis, Results and Discussions

## 4-0 Introduction:

This chapter includes the analysis, interpretation, and discussion of the results of the study with respect to the questions of enclosed questionnaire and the test given to the participants.

## 4-1 Procedures of the study:

The researcher adapted the following steps in conducting the current study :

- The researcher reviewed literature from different resources. The main aspects of the literature review were legal translation theory and the contribution of the theorists.
- The researcher read a number of articles that were related to translation challenges in general, technical translation and legal translation and how they affect the translators' performance, as well as strategies in translating legal texts. These studies provided the researcher with more information about the topic of the current study and helped him in determining the significance of research in comparison with other studies.
- Then, the researcher determined the questions and objectives of the study in addition to its significance.
- The researcher determined the instruments of the study needed to answer the main questions which were a test and a questionnaire to M.A students.
- The validity of the test was achieved by asking a panel of three professors . The validity of the questionnaire was achieved by asking

three professors, two from Khartoum University and another from Neileen university .The professors determined the suitability of the test and questionnaire and their relation to the questions and objectives of the study. .

- A test-retest procedure was conducted to determine the reliability of the test, the researcher asked seven M.A students to take the translation test. The researcher used the same procedure to determine the reliability of the questionnaire; then, the questionnaire was given to seven M.A students. The M.A students who were not part of the sample but they shared the same characteristics of the participants.
- Then, the researcher distributed the test and questionnaire to the intended sample .
- The researcher collected the test and questionnaire after one week of distributing them to the participants.
- The test was corrected and the questionnaire was drafted.
- The data which was taken from the test was interpreted and the results were presented by using simple tables , each of which had a title and number. Then, the researcher analyzed the results taken from the questionnaire using (SPSS) program.
- The findings of the study were discussed and were followed by concussions and recommendations for future studies.

## 4-2 Questionnaire Analysis:

This part of the chapter includes the analysis, interpretation, and discussion of the results of the study with respect to the questions of enclosed questionnaire. The main variables of the basic study are represented in 18 questions which are the questions of the questionnaire.

### 4-2-1 Study Data:

The data of the study is represented in the basic elements of the questionnaire, which were formulated as variables of the study as follows:

Q1 - Legal translators find the layout of legal texts difficult.

Q2- Legal translators find translating cultural-specific legal terms challenging.

Q3 - Legal translators find it difficult to translate Old English, French, and Latin words.

Q4 - Legal translators find it difficult to translate legal concepts.

Q5 - Legal translators face difficulty finding the suitable equivalents.

Q6 - Legal translators find it difficult to translate legal abbreviations.

Q7 - Legal translators find it difficult to translate doublets

Q8 - Legal translators find it difficult to translate words with several legal meanings.

Q9 - Legal translators find the lack of Knowledge of the legal subject a factor of difficulty.

Q10 -Legal translators find the differences between legal systems to be a factor of difficulty.

Q11 - Semantic challenges could lead to loss of clients' rights.

Q12 - Semantic challenges could lead to legal disputes in contracts

Q13 - To face semantic challenges legal translators could use literal translation.

Q14 - To face semantic challenges legal translators could use descriptive equivalence.

Q15 - To face semantic challenges legal translators could use borrowing.

Q16 - To face semantic challenges legal translators could create new words.

Q17 - To face semantic challenges legal translators could identify and distinguish the legal meaning from the ordinary meaning.

Q18 - To face semantic challenges legal translators could constantly compare between the legal systems.

Table No (1) shows the number of the participants.

| Type* | **Cases** | | | | | |
|---|---|---|---|---|---|---|
| | **Valid** | | **Missing** | | **Total** | |
| | N | Percent | N | Percent | N | Percent |
| Qualification | 50 | 100.0% | 0 | 0.0% | 50 | 100.0% |

Source: Prepared by the researcher from the output of SPSS program.

## 4-2-2 Data Analysis and Interpretation:

The data was entered to SPSS program (statistical package for the social science). The constancy and validity of the study community were verified. Cornbachs Alpha coefficient was (o.651) which is considered very good according to the nature of the questions which centralized around this value and resulted in this value for Alpha Cornbachs coefficient and therefore led to accepting the questionnaire performing the statistical analysis on it as shown in the table below.

Table (2) shows the value of Cronbachs Alpha coefficient.

| Q | Alpha Based on Standardized | Cronbachs Alpha |
|---|---|---|
| 18 | 0.651 | 0.656 |

Source: Prepared by the researcher from the output of SPSS program.

It is noticed from table No (2) that the value of Cornbachs Alpha coefficient reached (0.651) and none of the variables was excluded because all the variables have values that are around the value of Cornbachs Alpha.

The percentages and graphs are provided as follows:

Table No (3) shows Q1- Legal translators find the layout of legal tests difficult

| | | **Frequency** | **Percent** | **Valid Percent** | **Cumulative Percent** |
|---|---|---|---|---|---|
| Valid | Strongly Agree | 10 | 20.0 | 20.0 | 20.0 |
| | Agree | 23 | 46.0 | 46.0 | 66.0 |
| | Neutral | 9 | 18.0 | 18.0 | 84.0 |
| | Disagree | 8 | 16.0 | 16.0 | 100.0 |
| | Total | 50 | 100.0 | 100.0 | |

Source: Prepared by the researcher from the output of SPSS program.

Tab

**spec**

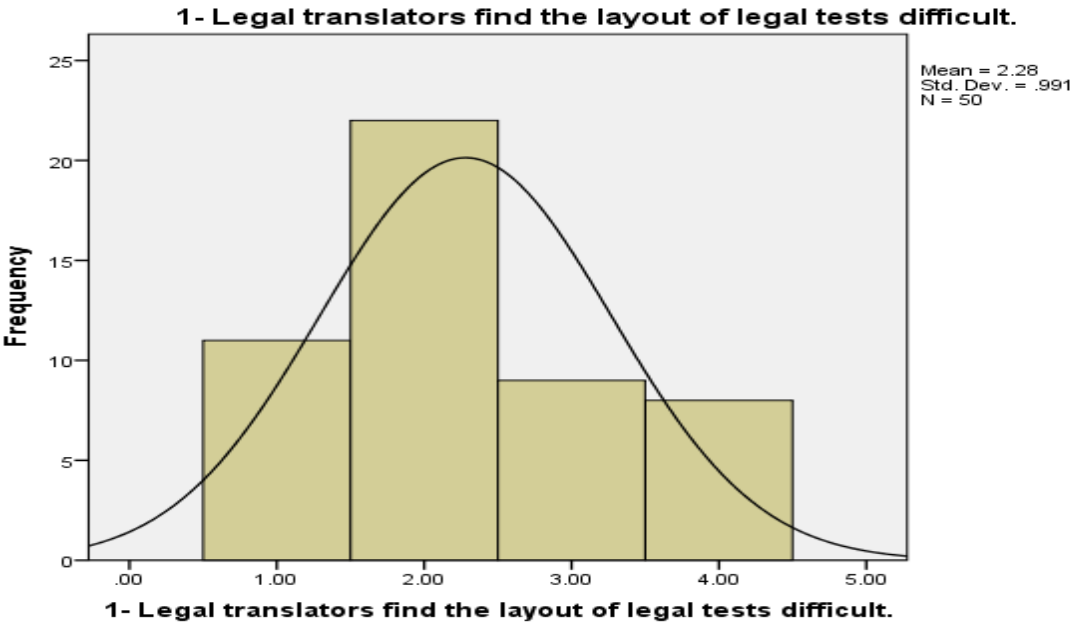


Figure No (1) Q1- Legal translators find the layout of legal tests difficult

Table No (4) Q2- Legal translators find translating cultural-specific legal terms challenging.

| | | Frequency | Percent | Valid Percent | Cumulative Percent |
|---|---|---|---|---|---|
| Valid | Strongly Agree | 18 | 36.0 | 36.0 | 36.0 |
| | Agree | 19 | 38.0 | 38.0 | 74.0 |
| | Neutral | 5 | 10.0 | 10.0 | 84.0 |
| | Disagree | 8 | 16.0 | 16.0 | 100.0 |
| | Total | 50 | 100.0 | 100.0 | |

Source: Prepared by the researcher from the output of SPSS program.

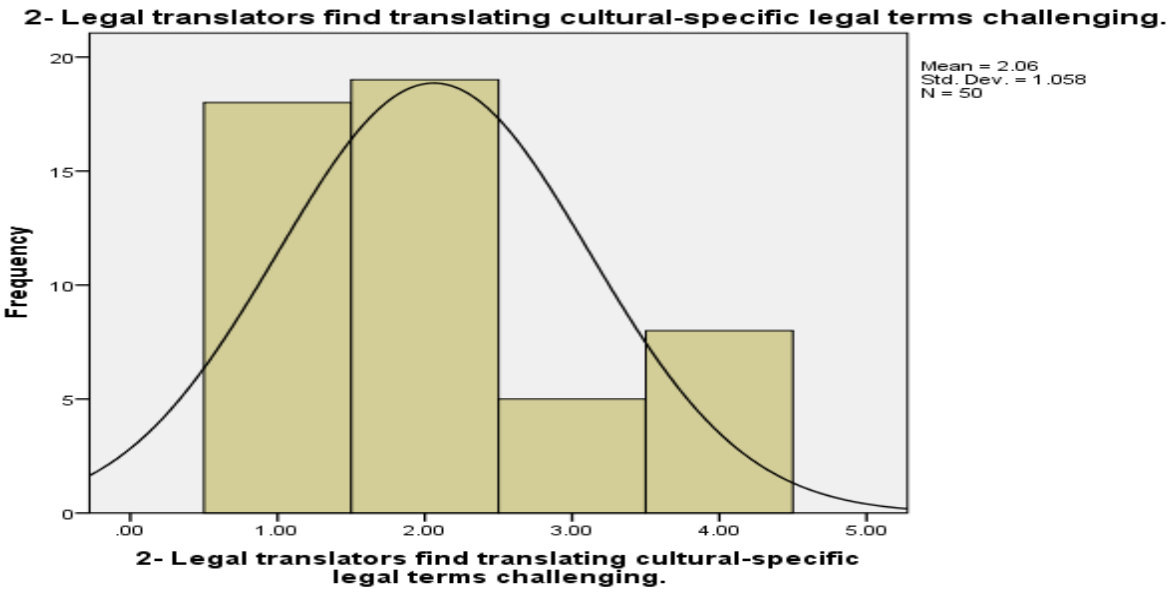


Figure No (2): Q2- Legal translators find translating cultural-specific legal terms challenging.

Table (5) shows Q 3- Legal translators find it difficult to translate Old English, French, and Latin words**.**

| | | **Frequency** | **Percent** | **Valid Percent** | **Cumulative Percent** |
|---|---|---|---|---|---|
| Valid | Strongly Agree | 21 | 42.0 | 42.0 | 42.0 |
| | Agree | 18 | 36.0 | 36.0 | 78.0 |
| | Neutral | 7 | 14.0 | 14.0 | 92.0 |
| | Disagree | 3 | 6.0 | 6.0 | 98.0 |
| | Strongly Disagree | 1 | 2.0 | 2.0 | 100.0 |
| | Total | 50 | 100.0 | 100.0 | |

Source: Prepared by the researcher from the output of SPSS program.

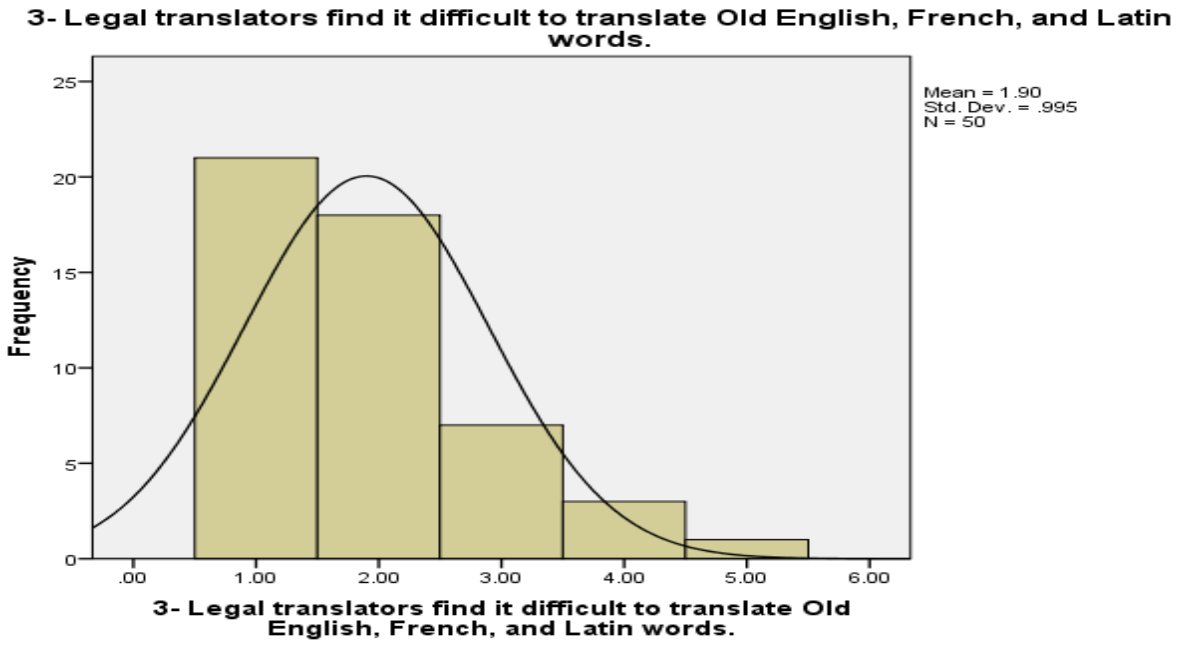


Figure No (3) Q 3- Legal translators find it difficult to translate Old English, French, and Latin words

Table No (6) shows Q4 Legal translators find it difficult to translate legal concepts.

| | | Frequency | Percent | Valid Percent | Cumulative Percent |
|---|---|---|---|---|---|
| Valid | Strongly Agree | 8 | 16.0 | 16.0 | 16.0 |
| | Agree | 15 | 30.0 | 30.0 | 46.0 |
| | Neutral | 9 | 18.0 | 18.0 | 64.0 |
| | Disagree | 18 | 36.0 | 36.0 | 100.0 |
| | Total | 50 | 100.0 | 100.0 | |

Source: Prepared by the researcher from the output of SPSS program.

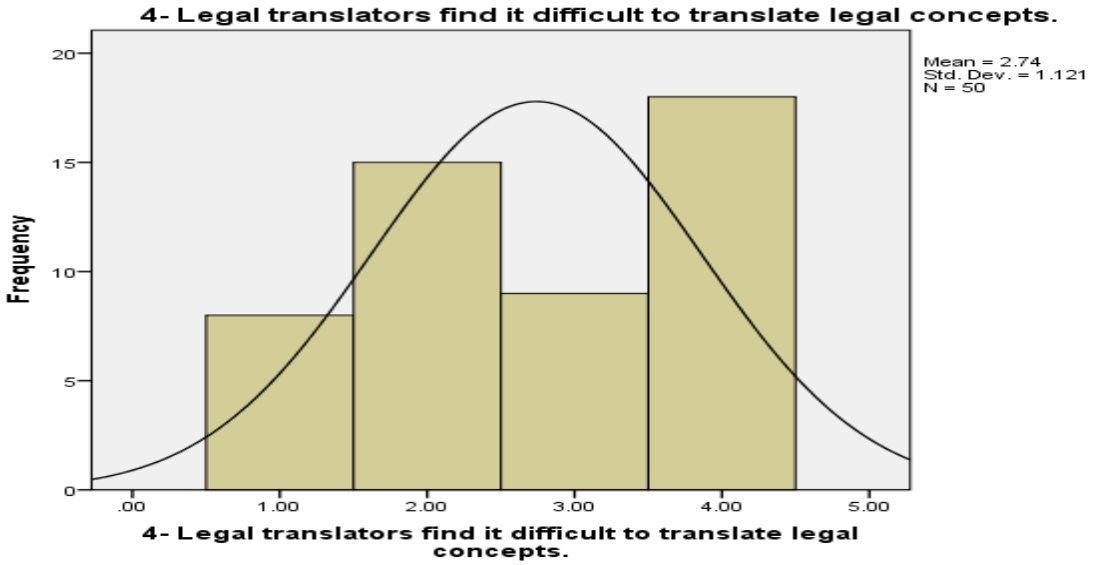


Figure No (4) shows Q4 Legal translators find it difficult to translate legal concepts.

Table No (7) showsQ5 Legal translators face difficulty finding the suitable equivalents.

| | | Frequency | Percent | Valid Percent | Cumulative Percent |
|---|---|---|---|---|---|
| Valid | Strongly Agree | 9 | 18.0 | 18.0 | 18.0 |
| | Agree | 19 | 38.0 | 38.0 | 56.0 |
| | Neutral | 5 | 10.0 | 10.0 | 66.0 |
| | Disagree | 17 | 34.0 | 34.0 | 100.0 |
| | Total | 50 | 100.0 | 100.0 | |

Source: Prepared by the researcher from the output of SPSS program.

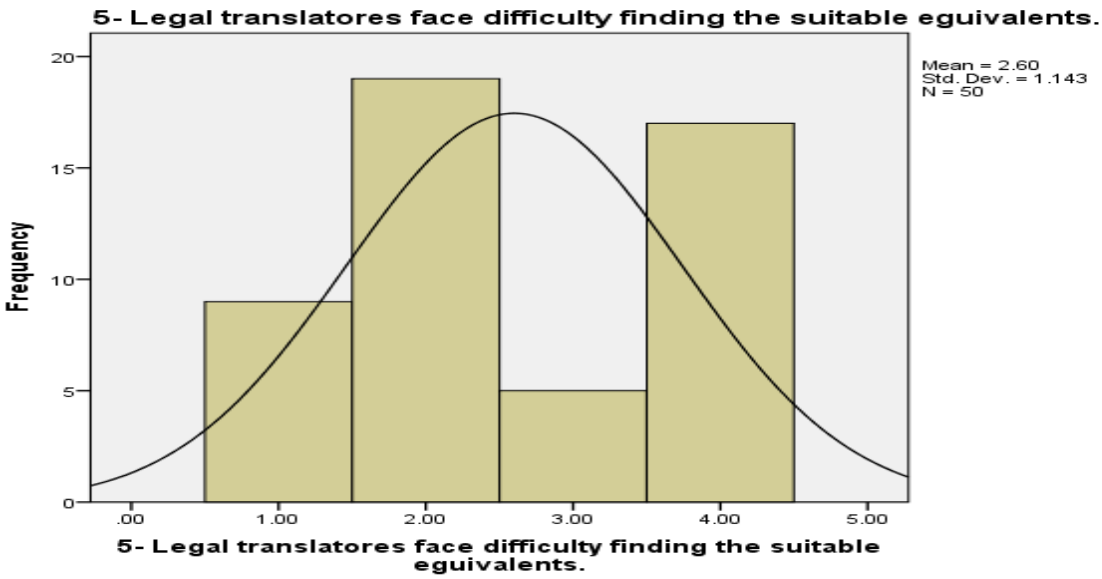


Figure No (5) showsQ5-Legal translators face difficulty finding the suitable equivalents.

Table N0 (8) shows Q6- Legal translators find it difficult to translate legal abbreviations

| | | Frequency | Percent | Valid Percent | Cumulative Percent |
|---|---|---|---|---|---|
| Valid | Strongly Agree | 6 | 12.0 | 12.0 | 12.0 |
| | Agree | 17 | 34.0 | 34.0 | 46.0 |
| | Neutral | 8 | 16.0 | 16.0 | 62.0 |
| | Disagree | 15 | 30.0 | 30.0 | 92.0 |
| | Strongly Disagree | 4 | 8.0 | 8.0 | 100.0 |
| | Total | 50 | 100.0 | 100.0 | |

Source: Prepared by the researcher from the output of SPSS program.

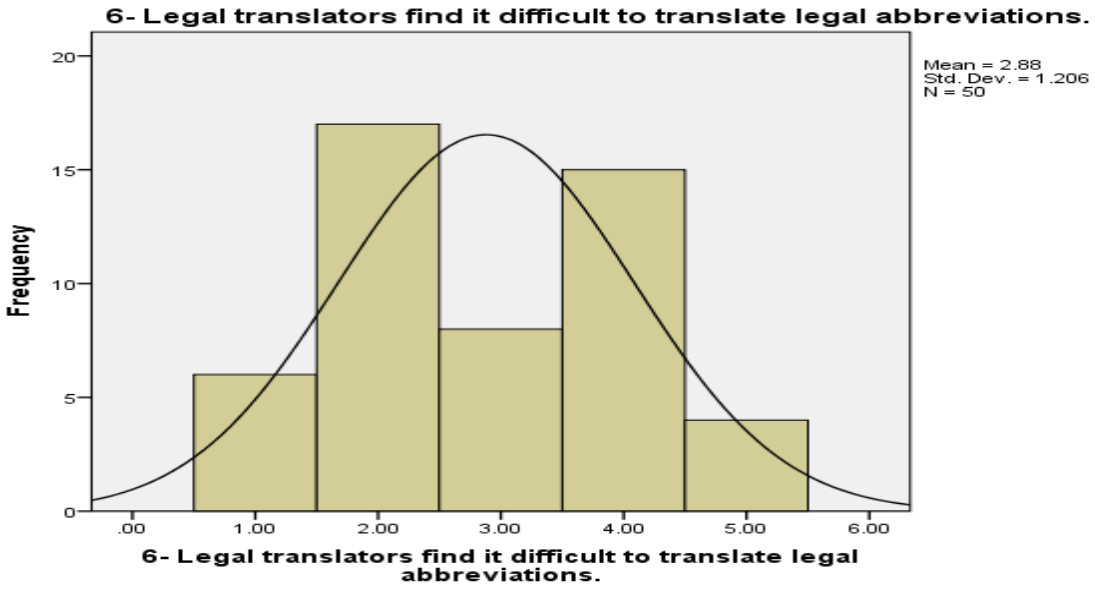


Figure No (6) showsQ6- Legal translators find it difficult to translate legal abbreviations

Table No (9) shows Q7- Legal translators find it difficult to translate doublets.

| | | Frequency | Percent | Valid Percent | Cumulative Percent |
|---|---|---|---|---|---|
| Valid | Strongly Agree | 11 | 22.0 | 22.0 | 22.0 |
| | Agree | 20 | 40.0 | 40.0 | 62.0 |
| | Neutral | 8 | 16.0 | 16.0 | 78.0 |
| | Disagree | 9 | 18.0 | 18.0 | 96.0 |
| | Strongly Disagree | 2 | 4.0 | 4.0 | 100.0 |
| | Total | 50 | 100.0 | 100.0 | |

Source: Prepared by the researcher from the output of SPSS program.

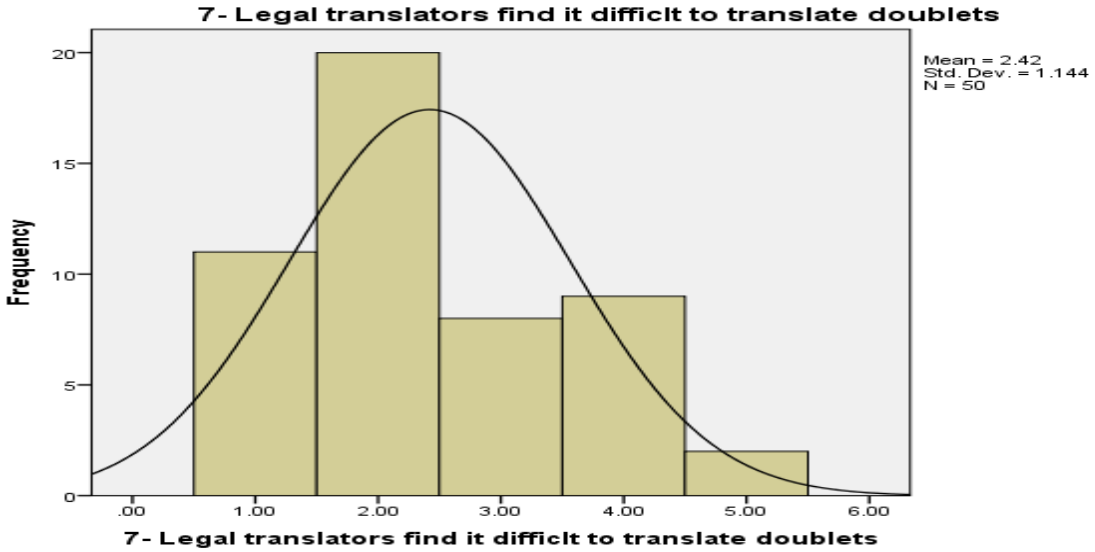


Figure No (7) showsQ7- Legal translators find it difficult to translate doublets.

Table No (10) showsQ8- Legal translators find it difficult to translate words with several legal meanings.

| | | Frequency | Percent | Valid Percent | Cumulative Percent |
|---|---|---|---|---|---|
| Valid | Strongly Agree | 9 | 18.0 | 18.0 | 18.0 |
| | Agree | 11 | 22.0 | 22.0 | 40.0 |
| | Neutral | 15 | 30.0 | 30.0 | 70.0 |
| | Disagree | 14 | 28.0 | 28.0 | 98.0 |
| | Strongly | 1 | 2.0 | 2.0 | 100.0 |
| | Disagree | 50 | 100.0 | 100.0 | |
| | Total | | | | |

Source: Prepared by the researcher from the output of SPSS program.

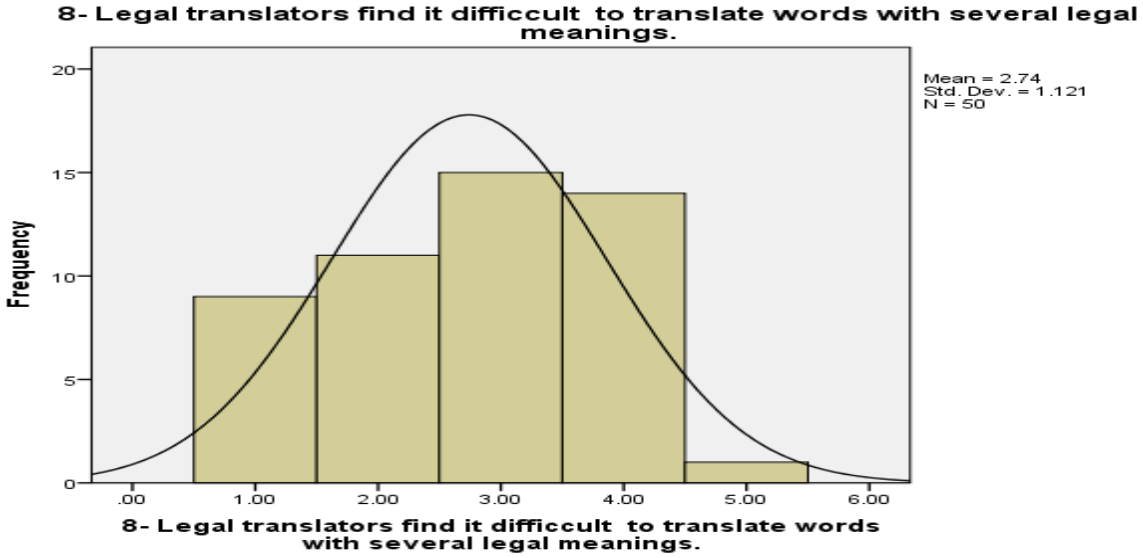


Figure No (8) showsQ8- Legal translators find it difficult to translate words with several legal meanings.

Table No (11) showsQ9- Legal translators find the lack of Knowledge of the legal subject a factor of difficulty.

| | | Frequency | Percent | Valid Percent | Cumulative Percent |
|---|---|---|---|---|---|
| Valid | Strongly Agree | 21 | 42.0 | 42.0 | 42.0 |
| | Agree | 19 | 38.0 | 38.0 | 80.0 |
| | Neutral | 5 | 10.0 | 10.0 | 90.0 |
| | Disagree | 4 | 8.0 | 8.0 | 98.0 |
| | Strongly Disagree | 1 | 2.0 | 2.0 | 100.0 |
| | Total | 50 | 100.0 | 100.0 | |

Source: Prepared by the researcher from the output of SPSS program.

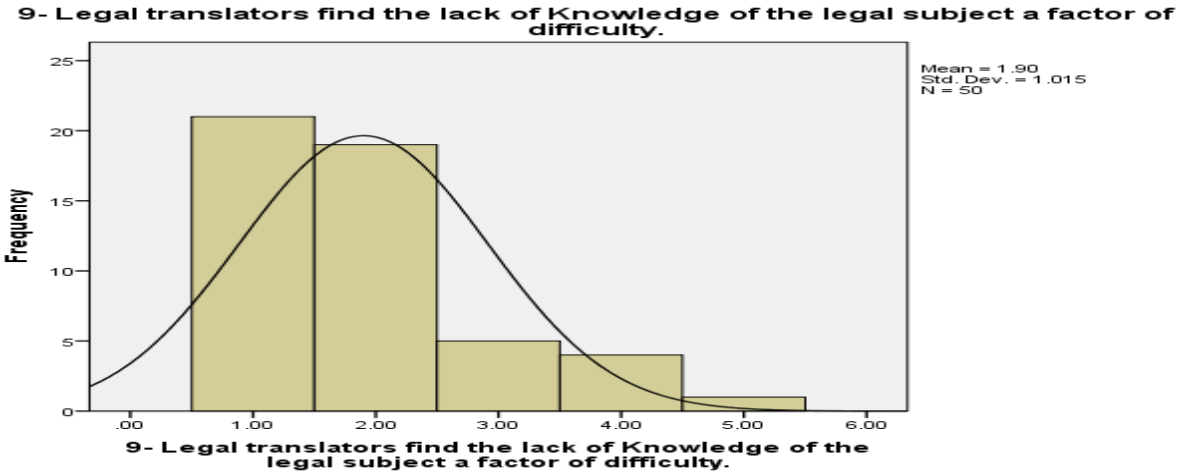


Figure No (9) shows Q9- Legal translators find the lack of Knowledge of the legal subject a factor of difficulty.

Table No (12) showsQ10-Legal translators find the differences between legal systems a factor of difficulty.

| | | Frequency | Percent | Valid Percent | Cumulative Percent |
|---|---|---|---|---|---|
| Valid | Strongly Agree | 8 | 16.0 | 16.0 | 16.0 |
| | Agree | 27 | 54.0 | 54.0 | 70.0 |
| | Neutral | 10 | 20.0 | 20.0 | 90.0 |
| | Disagree | 4 | 8.0 | 8.0 | 98.0 |
| | Strongly Disagree | 1 | 2.0 | 2.0 | 100.0 |
| | Total | 50 | 100.0 | 100.0 | |

Source: Prepared by the researcher from the output of SPSS program.

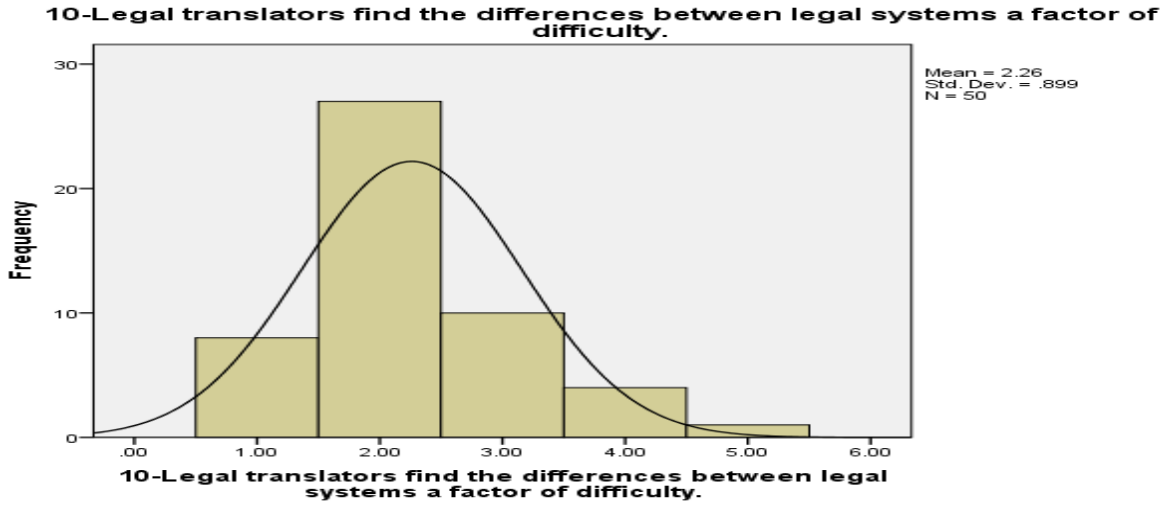


Figure No (10) shows Q10-Legal translators find the differences between legal systems a factor of difficulty.

Table No (13) shows Q 11- Semantic challenges could lead to loss of clients' rights

| | | Frequency | Percent | Valid Percent | Cumulative Percent |
|---|---|---|---|---|---|
| Valid | Strongly Agree | 24 | 48.0 | 48.0 | 48.0 |
| | Agree | 14 | 28.0 | 28.0 | 76.0 |
| | Neutral | 8 | 16.0 | 16.0 | 92.0 |
| | Disagree | 4 | 8.0 | 8.0 | 100.0 |
| | Total | 50 | 100.0 | 100.0 | |

Source: Prepared by the researcher from the output of SPSS program.

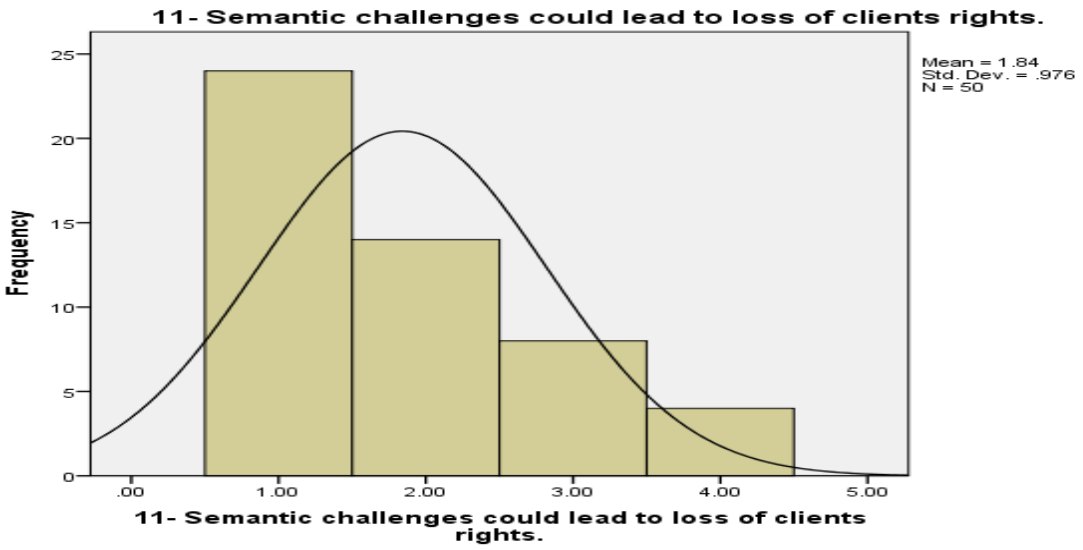


Figure No (11) shows Q11- Semantic challenges could lead to loss of clients' rights.

Table No (14) showsQ12- Semantic challenges could lead to legal disputes in courts

| | | Frequency | Percent | Valid Percent | Cumulative Percent |
|---|---|---|---|---|---|
| Valid | Strongly Agree | 16 | 32.0 | 32.0 | 32.0 |
| | Agree | 21 | 42.0 | 42.0 | 74.0 |
| | Neutral | 5 | 10.0 | 10.0 | 84.0 |
| | Disagree | 7 | 14.0 | 14.0 | 98.0 |
| | Strongly Disagree | 1 | 2.0 | 2.0 | 100.0 |
| | Total | 50 | 100.0 | 100.0 | |

Source: Prepared by the researcher from the output of SPSS program.

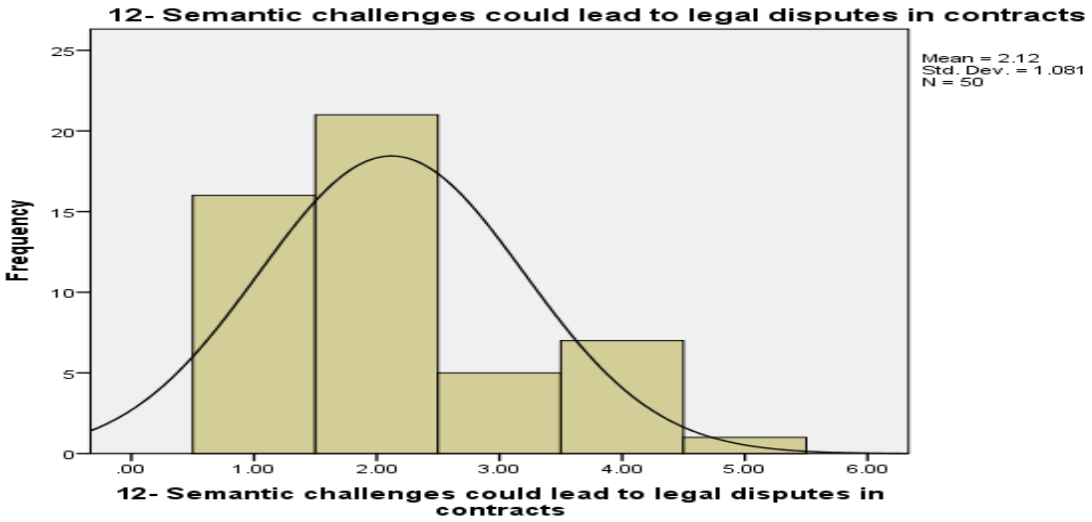


Figure No (12) showsQ12- Semantic challenges could lead to legal disputes in courts

Table No (15) shows Q 13- To face semantic challenges legal translators could use literal translation.

| | | Frequency | Percent | Valid Percent | Cumulative Percent |
|---|---|---|---|---|---|
| Valid | Strongly Agree | 9 | 18.0 | 18.0 | 18.0 |
| | Agree | 18 | 36.0 | 36.0 | 54.0 |
| | Neutral | 6 | 12.0 | 12.0 | 66.0 |
| | Disagree | 10 | 20.0 | 20.0 | 86.0 |
| | Strongly Disagree | 7 | 14.0 | 14.0 | 100.0 |
| | Total | 50 | 100.0 | 100.0 | |

Source: Prepared by the researcher from the output of SPSS program.

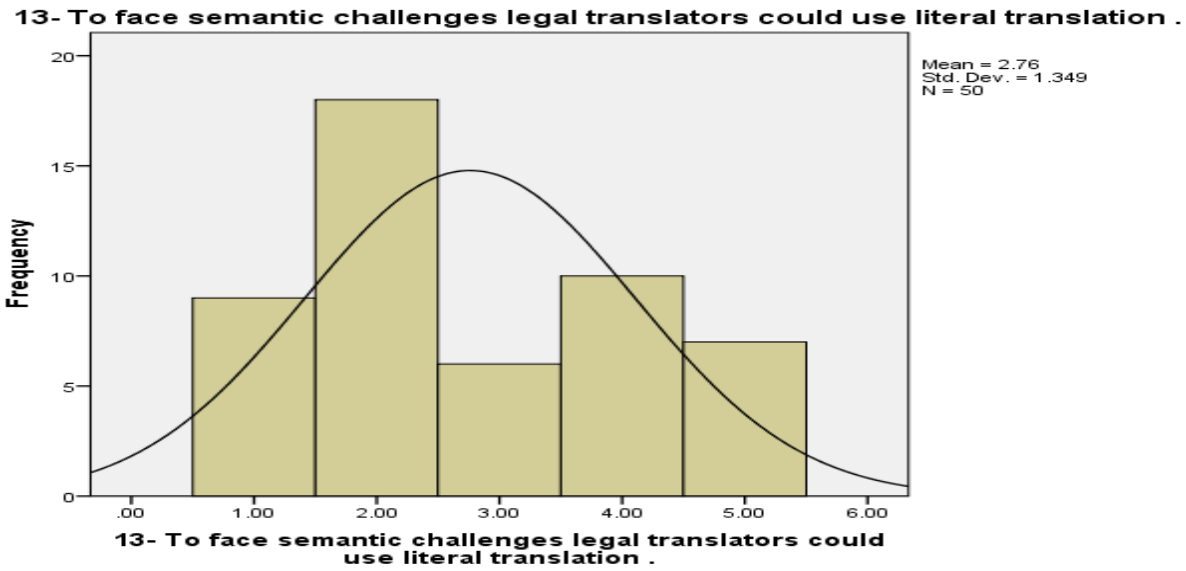


Figure No (13) shows Q 13- To face semantic challenges legal translators could use literal translation.

Table No (16) shows Q14- To face semantic challenges legal translators could use descriptive equivalence.

| | | Frequency | Percent | Valid Percent | Cumulative Percent |
|---|---|---|---|---|---|
| Valid | Strongly Agree | 9 | 18.0 | 18.0 | 18.0 |
| | Agree | 22 | 44.0 | 44.0 | 62.0 |
| | Neutral | 11 | 22.0 | 22.0 | 84.0 |
| | Disagree | 5 | 10.0 | 10.0 | 94.0 |
| | Strongly Disagree | 3 | 6.0 | 6.0 | 100.0 |
| | Total | 50 | 100.0 | 100.0 | |

Source: Prepared by the researcher from the output of SPSS program.

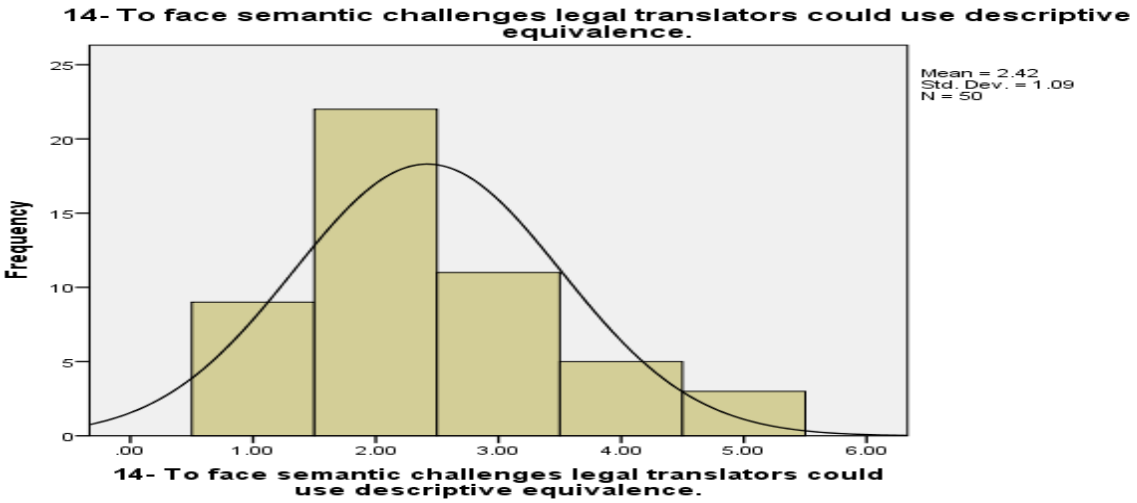


Figure No (14) shows Q14- To face semantic challenges legal translators could use descriptive equivalence.

Table N0 (17) shows**Q**15- To face semantic challenges legal translators could use borrowing.

| | | **Frequency** | **Percent** | **Valid Percent** | **Cumulative Percent** |
|---|---|---|---|---|---|
| Valid | Strongly Agree | 13 | 26.0 | 26.0 | 26.0 |
| | Agree | 12 | 24.0 | 24.0 | 50.0 |
| | Neutral | 9 | 19.0 | 18.0 | 68.0 |
| | Disagree | 10 | 20.2 | 20.2 | 88.0 |
| | Strongly Disagree | 6 | 12.0 | 12.0 | 100.0 |
| | Total | 50 | 100.0 | 100.0 | |

Source: Prepared by the researcher from the output of SPSS program.

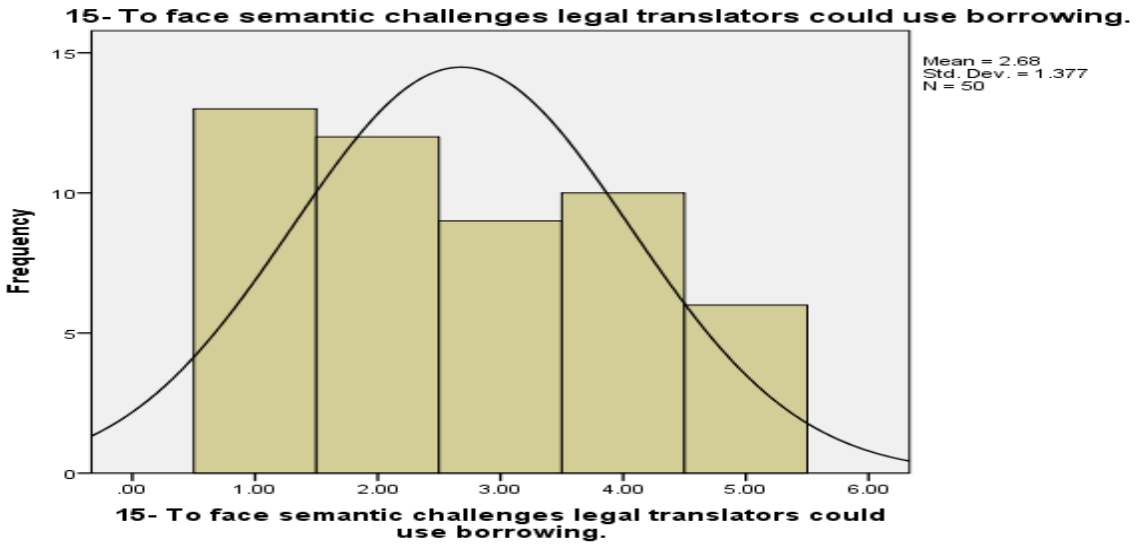


Figure No (15) showsQ15- To face semantic challenges legal translators could use borrowing.

Table N0 (18) shows Q16- To face semantic challenges legal translators could create new words.

| | | Frequency | Percent | Valid Percent | Cumulative Percent |
|---|---|---|---|---|---|
| Valid | Strongly Agree | 10 | 20.0 | 20.0 | 20.0 |
| | Agree | 12 | 24.0 | 24.0 | 44.0 |
| | Neutral | 7 | 14.0 | 14.0 | 58.0 |
| | Disagree | 12 | 24.0 | 24.0 | 82.0 |
| | Strongly Disagree | 9 | 18.0 | 18.0 | 100.0 |
| | Total | 50 | 100.0 | 100.0 | |

Source: Prepared by the researcher from the output of SPSS program.

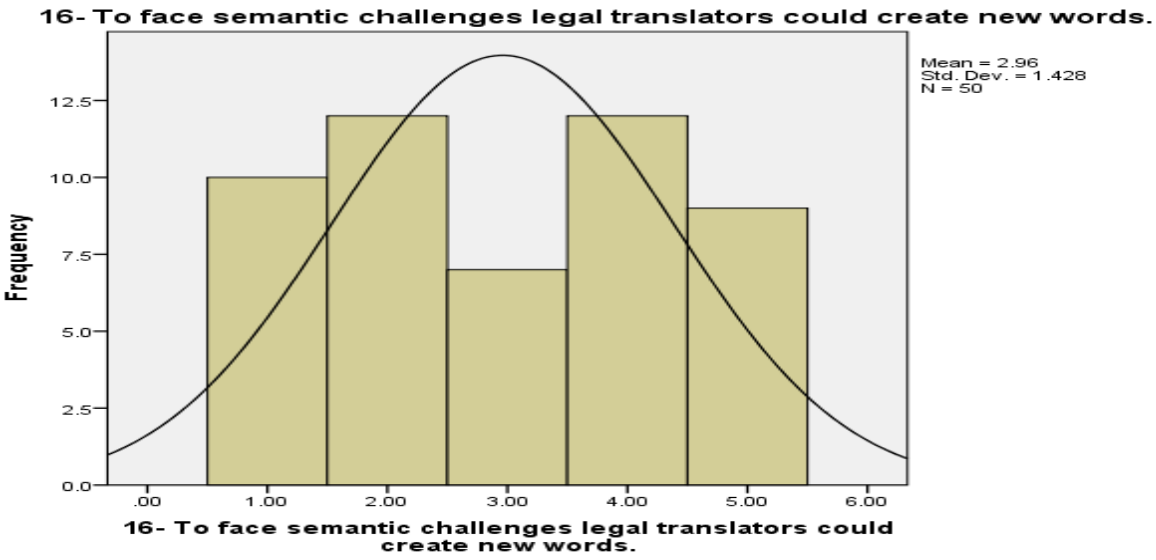


Figure No (16) showsQ16- To face semantic challenges legal translators could create new words.

Table No (19) showsQ17- To face semantic challenges legal translators could identify and distinguish the legal meaning from the ordinary meaning.

| | | Frequency | Percent | Valid Percent | Cumulative Percent |
|---|---|---|---|---|---|
| Valid | Strongly Agree | 16 | 32.0 | 32.0 | 32.0 |
| | Agree | 19 | 38.0 | 38.0 | 70.0 |
| | Neutral | 8 | 16.0 | 16.0 | 86.0 |
| | Disagree | 5 | 10.0 | 10.0 | 96.0 |
| | Strongly Disagree | 2 | 4.0 | 4.0 | 100.0 |
| | Total | 50 | 100.0 | 100.0 | |

Source: Prepared by the researcher from the output of SPSS program.

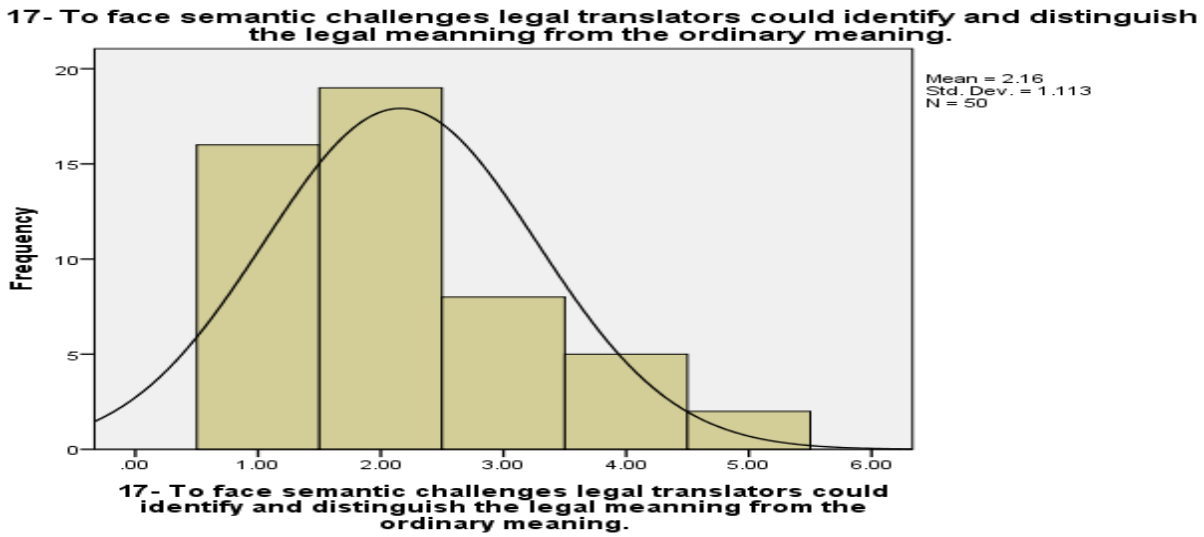


Figure No (17) showsQ17- To face semantic challenges legal translators could identify and distinguish the legal meaning from the ordinary meaning.

Table No (20) shows Q18- To face semantic challenges legal translators could constantly compare between the legal systems**.**

| | | **Frequency** | **Percent** | **Valid Percent** | **Cumulative Percent** |
|---|---|---|---|---|---|
| Valid | Strongly Agree | 22 | 44.0 | 44.0 | 44.0 |
| | Agree | 20 | 40.0 | 40.0 | 84.0 |
| | Neutral | 4 | 8.0 | 8.0 | 92.0 |
| | Disagree | 3 | 6.0 | 6.0 | 98.0 |
| | Strongly Disagree | 1 | 2.0 | 4.0 | 100.0 |
| | Total | 50 | 100.0 | 100.0 | |

Source: Prepared by the researcher from the output of SPSS program.

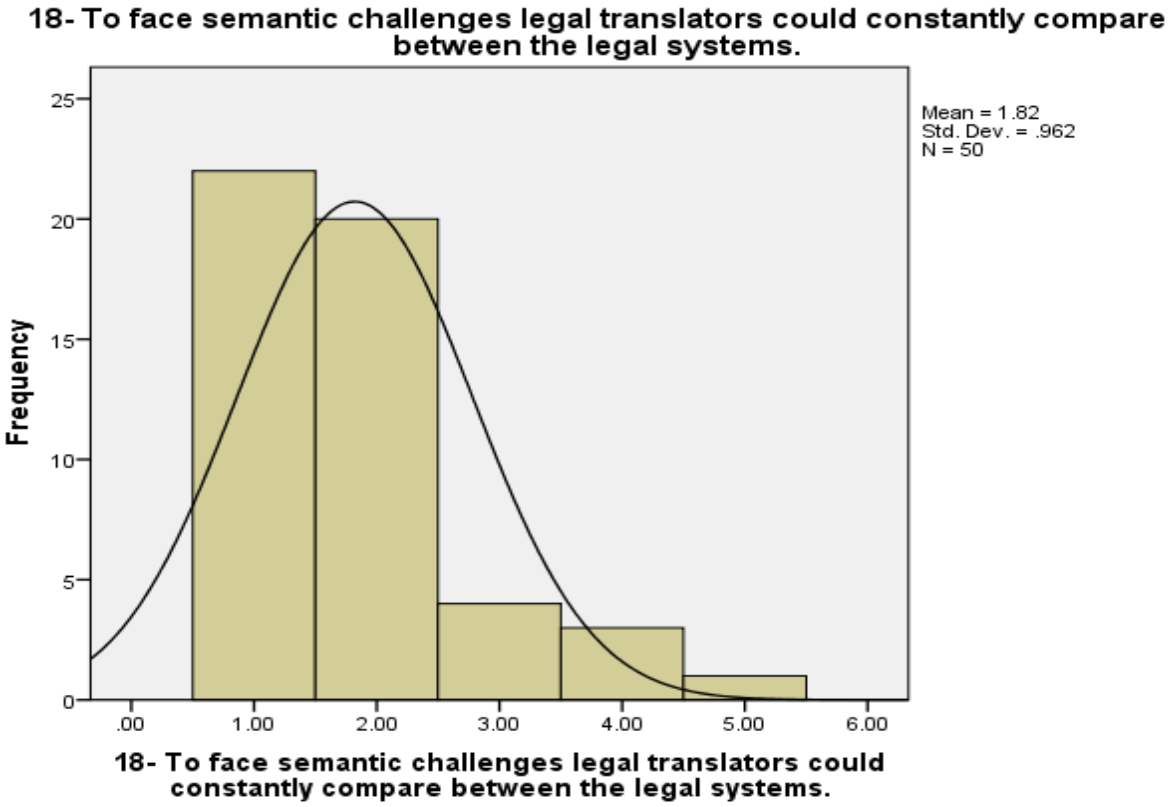


Figure No (18) shows Q18- To face semantic challenges legal translators could constantly compare between the legal systems.

Table (21) shows the descriptive statistics for the variables of the study.

| | N | Minimum | Maximum | Mean | Std.Deviation |
|---|---|---|---|---|---|
| Q1 | 50 | 1.00 | 4.00 | 2.3000 | 0.97416 |
| Q2 | 50 | 1.00 | 4.00 | 2.0600 | 1.06772 |
| Q3 | 50 | 1.00 | 5.00 | 1.9000 | 0.99488 |
| Q4 | 50 | 1.00 | 4.00 | 2.7400 | 1.12141 |
| Q5 | 50 | 1.00 | 4.00 | 2.6000 | 1.14286 |
| Q6 | 50 | 1.00 | 5.00 | 2.8800 | 1.20611 |
| Q7 | 50 | 1.00 | 5.00 | 2.4200 | 1.14446 |
| Q8 | 50 | 1.00 | 5.00 | 2.7400 | 1.12141 |
| Q9 | 50 | 1.00 | 5.00 | 1.9000 | 1.01519 |
| Q10 | 50 | 1.00 | 5.00 | 2.2600 | 0.89921 |
| Q11 | 50 | 1.00 | 4.00 | 1.8400 | 0.97646 |
| Q12 | 50 | 1.00 | 5.00 | 2.1200 | 1.08119 |
| Q13 | 50 | 1.00 | 5.00 | 2.7600 | 1.34862 |
| Q14 | 50 | 1.00 | 5.00 | 2.4200 | 1.08965 |
| Q15 | 50 | 1.00 | 5.00 | 2.6800 | 1.37678 |
| Q16 | 50 | 1.00 | 5.00 | 2.9600 | 1.42800 |
| Q17 | 50 | 1.00 | 5.00 | 2.3600 | 1.11319 |
| Q18 | 50 | 1.00 | 5.00 | 1.8200 | 0.96236 |
| Valid N (list wise) | 50 | | | | |

Source: Prepared by the researcher from the output of SPSS program.

Table No (21) shows the descriptive statistics for the variables of the study which were various for the arithmetic mean and standard Deviation. The means of the sample were confined between (1.8200 – 2.9600), while the standard Deviations of the data were between (0.89921-1.44800), and all the values were variant which indicates the validity of the questions of the questionnaire.

## Tests of Hypotheses:

### A-Chi – Square:

Pearson Chi – Square explains the relationship between the gender and the educational level , it generally shows whether they are dependent or independent from one another , and whether there is a relationship between the variables or not.

The test hypothesis was carried out according to the following:

1- Zero hypothesis:

$H_{0:}$ The level of education does not depend on the gender.( gender and educational level variables are independent)

2- Alternative hypothesis:

$H_{1:}$ The educational level depends on the gender. (There is a relationship between the level of education and the gender)

Table No (22) shows the Chi – Square tests

| | Value | Df | Asymp. Sig. (2-sided ) |
|---|---|---|---|
| Pearson Chi-Square | 0.576[a] | 2 | 0.750 |
| Likelihood Ratio | 0.838 | 2 | 0.658 |
| Linear-by-Linear Association | 0.389 | 1 | 0.533 |
| N of Valid Cases | 50 | | |

Source: Prepared by the researcher from the output of SPSS program.

Table (22) shows the value of Chi-Square which is 0.576 with a degree of freedom ( 2) and the minimum value for the Asymp, Sig Is at 0.533 when$\alpha$ = 0.05 , accordingly the null hypothesis is acceptable which states that, the level of education does not depend on the gender, thus the alternative hypothesis is rejected.

## B- Variance Analysis:

This part shows the test that explains the following:

Are there any differences in the mean of the participants' answers with respect to the level of education? The test was conducted as follows:

Zero hypothesis $H_0$ :There are no differences in the mean of the answers and the level of education, which means there is not a statistics-related difference between the mean of the answers and the educational level.

Alternative hypothesis $H_1$ :There are differences between the mean of the answers and the level of education which indicates a statistics-related difference between the means in Asymp at Sig $\alpha$ = 0.05.

Table (23) ANOVA

| | | Sum of Squares | Df | Mean Square | F | Sig |
|---|---|---|---|---|---|---|
| Q1 | Between Groups | 1.72 | 2 | 0.863 | 0.905 | 0.411 |
| | Within Groups | 44.775 | 47 | 0.953 | | |
| | Total | 46.500 | 49 | | | |
| Q2 | Between Groups | 0.336 | 2 | 0.168 | 0.145 | 0.866 |
| | Within Groups | 54.484 | 47 | 1.159 | | |
| | Total | 54.820 | 49 | | | |
| Q3 | Between Groups | 0.827 | 2 | 0.413 | 0.407 | 0.668 |
| | Within Groups | 47.673 | 47 | 1.014 | | |
| | Total | 48.500 | 49 | | | |
| Q4 | Between Groups | 0.683 | 2 | 0.342 | 0.263 | 0.770 |
| | Within Groups | 60.937 | 47 | 1.297 | | |
| | Total | 61.620 | 49 | | | |
| Q5 | Between Groups | 2.831 | 2 | 1.416 | 1.088 | 0.345 |
| | Within Groups | 61.169 | 47 | 1.301 | | |
| | Total | 64.000 | 49 | | | |
| Q6 | Between Groups | 4.057 | 2 | 2.029 | 1.418 | 0.252 |
| | Within Groups | 67.223 | 47 | 1.430 | | |
| | Total | 71.280 | 49 | | | |
| Q7 | Between Groups | 2.270 | 2 | 1.135 | 0.862 | 0.429 |
| | Within Groups | 61.910 | 47 | 1.317 | | |
| | Total | 64.180 | 49 | | | |
| Q8 | Between Groups | 5.136 | 2 | 2.568 | 2.137 | 0.129 |
| | Within Groups | 56.484 | 47 | 1.202 | | |
| | Total | 61.620 | 49 | | | |
| Q9 | Between Groups | 0.016 | 2 | 0.008 | 0.007 | 0.993 |
| | Within Groups | 50.484 | 47 | 1.074 | | |
| | Total | 50.500 | 49 | | | |
| Q10 | Between Groups | 3.028 | 2 | 1.514 | 1.944 | 0.154 |
| | Within Groups | 36.592 | 47 | 0.779 | | |
| | Total | 39.620 | 49 | | | |
| Q11 | Between Groups | 0.776 | 2 | 0.388 | 0.397 | 0.675 |
| | Within Groups | 45.944 | 47 | 0.978 | | |
| | Total | 46.720 | 49 | | | |
| | Between Groups | 4.884 | 2 | 2.442 | 2.190 | 0.123 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Q12 | Within Groups | 52.396 | 47 | 1.115 | | |
| | Total | 57.280 | 49 | | | |
| Q13 | Between Groups | 0.474 | 2 | 0.237 | 0.126 | 0.882 |
| | Within Groups | 88.646 | 47 | 1.886 | | |
| | Total | 89.120 | 49 | | | |
| Q14 | Between Groups | 2.099 | 2 | 1.049 | 0.880 | 0.422 |
| | Within Groups | 56.081 | 47 | 1.193 | | |
| | Total | 58.180 | 49 | | | |
| Q15 | Between Groups | 3.105 | 2 | 1.553 | 0.813 | 0.450 |
| | Within Groups | 89.775 | 47 | 1.910 | | |
| | Total | 92.880 | 49 | | | |
| Q16 | Between Groups | 1.497 | 2 | 0.748 | 0.357 | 0.701 |
| | Within Groups | 98.423 | 47 | 2.094 | | |
| | Total | 99.920 | 49 | | | |
| Q17 | Between Groups | 1.909 | 2 | 0.955 | 0.763 | 0.472 |
| | Within Groups | 58.811 | 47 | 1.251 | | |
| | Total | 60.720 | 49 | | | |
| Q18 | Between Groups | 0.806 | 2 | 0.403 | 0.425 | 0.656 |
| | Within Groups | 44.574 | 47 | 0.948 | | |
| | Total | 45.380 | 49 | | | |

Source: Prepared by the researcher from the output of SPSS program.

From table (23) and by comparing the means through F test it appeared that there is no a statistical-related relationship because Asymp.Sig has taken values which are more than 0.05 as it is showed on the table, therefore the null hypothesis is accepted which states that there are no differences between the means of the answers and the level of education.

## Correlation and simple linear regression analysis:

a- Correlation Factors:

Table No (24) shows the factors of correlation.

| Model | R | R Square | Adjusted R Square | Std. Error of Estimate |
|---|---|---|---|---|
| 1 | 0.819[a] | 0.671 | 0.496 | 0.77393 |

Source: Prepared by the researcher from the output of SPSS program.

Table (24) shows the values of the coefficient of relationship R, the adjusted square R-square and linear coefficient of relationship between the dependent variable Q14 and the other variables of the study which is indicated in 0.819. The accuracy in estimating variable Q14 was 0.671 (67.1%).

b- Simple linear regression.

Table (25) shows simple linear regression coefficients (ANOVA).

| Model | Sum of Squares | Df | Mean Square | F | Sig |
|---|---|---|---|---|---|
| Regression | 39.013 | 17 | 2.295 | 3.831 | 0.001[b] |
| Residual | 19.167 | 32 | 0.599 | | |
| Total | 58.180 | 49 | | | |

Source: Prepared by the researcher from the output of SPSS program.

Table (25) shows the analysis of the variance of the regression line and the suitability of the regression line of the data and the null hypothesis which states that the regression line does not fit the given data. The following results are concluded from table (25):

1- The sum of squares is 39.013, the sum of the residual squares is 19.167 and the total square is 58.938.

2- The degree of freedom is 17 degrees, and the degree of freedom for the residual is 32. df=n-1
3- The mean square is 2.295 and the mean square for the residual is 0.295.
4- The value of variance analysis test for regression line Is 3.831 which is the value for F.
5- The value of sig is 0.001 which is less than null hypothesis level accordingly it is rejected.

Table (26) Coefficients.

| Model | Unstandardized Coefficients | | | T | Sig |
|---|---|---|---|---|---|
| | B | Std Error | Beta | | |
| Constant | 1.105 | 0.663 | | 1.666 | 0.105 |
| Q1 | 0.007 | 0.158 | 0.006 | 0.043 | 0.966 |
| Q2 | -0.133 | 0.129 | -0.129 | -1.032 | 0.310 |
| Q3 | 0.096 | 0.138 | 0.088 | 0.699 | 0.490 |
| Q4 | 0.166 | 0.134 | 0.171 | 1.234 | 0.226 |
| Q5 | 0.033 | 0.121 | 0.034 | 0.271 | 0.788 |
| Q6 | -0.189 | 0.125 | -0.203 | -1.463 | 0.153 |
| Q7 | -0.263 | 0.120 | -0.277 | -2.201 | 0.035 |
| Q8 | -0.053 | 0.132 | -0.055 | -0.402 | 0.690 |
| Q9 | -0.104 | 0.127 | -0.097 | -0.821 | 0.418 |
| Q10 | 0.266 | 0.170 | 0.220 | 1.568 | 0.127 |
| Q11 | -0.406 | 0.146 | -0.364 | -2.786 | 0.009 |
| Q12 | 0.303 | 0.137 | 0.301 | 2.215 | 0.034 |
| Q13 | 0.139 | 0.111 | 0.172 | 1.261 | 0.217 |
| Q15 | 0.377 | 0.106 | 0.477 | 3.559 | 0.001 |
| Q16 | 0.037 | 0.116 | 0.048 | 0.318 | 0.753 |
| Q17 | 0.304 | 0.119 | 0.311 | 2.557 | 0.016 |
| Q18 | -0.165 | 0.135 | -0.146 | *1.234 | 0.230 |

Source: Prepared by the researcher from the output of SPSS program.

From table (26) the regression line segment equals is 1.105 which is represented by the letter a in straight-line equation Y = a + bX and the value of slpoe of the regression line (b in the table) is the value that corresponds

the independent variables of the study in unstandarised coefficien colum , in the colum that is parallal to B. when studing sig values, it was noticed that the values that are greater than the level ofAsymp.Sig do not fulfill the hypothesis while the lesser values fulfil the hypothesiis, sig value was various cosequently rejected because it does not fulfil the null hypothesis. Q15 got 0.01 which is acceptable because it fulfils the alternative hypothesis and the slpoe equation becomes as follows:

**y = 1.105 + 0.106X**

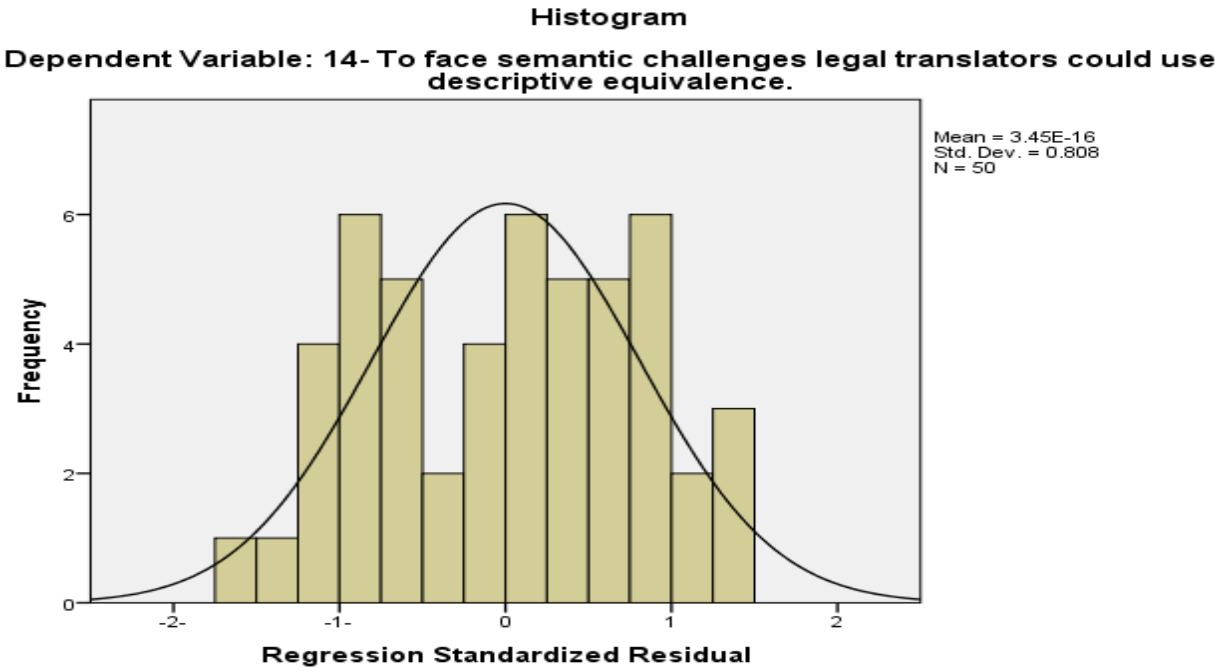


Figure No (19) Shows the regression standardized residual for Q14

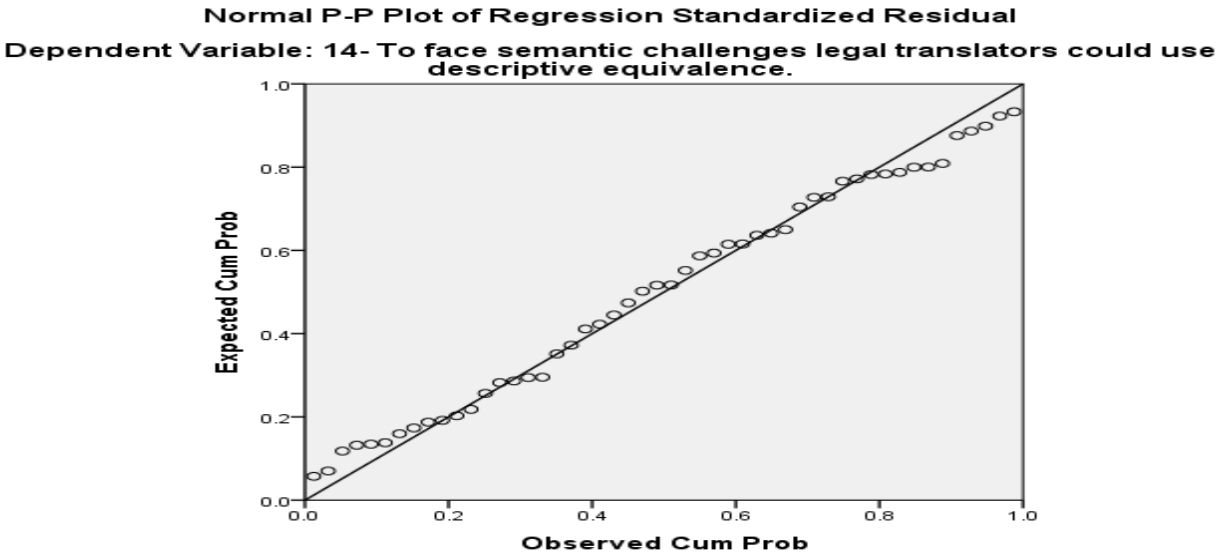


Figure (20) shows the Normal p.p plot of regression standardized residual.

## Results of the Tests of the Hypotheses:

1- The results of the statistical analysis have showed the acceptance of the null hypothesis which states that there is not a statistical relationship between the gender and educational level.

2- The statistical results have also showed the acceptance of the null hypothesis which states that there are no differences between the means of the answers and the educational level which led to the rejection of the alternative hypothesis.

3- Studying the relation between the study variables and putting Q14 as a dependent Variable and the rest of the variables as independent variables using simple slope analysis showed that Q14 explains the relation between it and the other variables very well with R = (0.819) which was the best explanation for this relationship. T.Test was 3.559 and sig was .001.

4- The conclusion of the above mentioned results showed that the study questions can be answered through these results.

## Results Discussion:

Fifty M.A students studying at International Africa University have done the questionnaire. The researcher used SPSS program to analyze the data collected by the questionnaire. In this part the researcher will discuss the results of the questionnaire analysis.

**Results Related to the First Statement**:

The first statement of the questionnaire is "Legal translators find the layout of legal texts difficult".

Ten participants who represent 20% of the study community strongly agree with the statement. Twenty three participants who are 46% of the community agree with the statement. Nine participants who represent 18% of the community are neutral and eight participants who are 16% of the community disagree. The total of 46% of the participants versus 16% think that the layout of legal texts could cause a difficulty for legal translators.

**Results Related to the second statement:**

The second statement states that "Legal translators find translating cultural specific legal terms challenging".

Eighteen participants who represent 36% of the community strongly agree with the statement. Nineteen participants who represent 38% of the study sample agree with the statement. Five participants who are 10% of the community are neutral and eight participants who are 16% of the community disagree.

The total of 74% of the participants believe that cultural specific legal terms make the task of a legal translator rather challenging which strongly

supports the second hypothesis which states that “Cultural differences lead to difficulty while translating legal texts.

**Results Related to Statement No (3):**

Twenty- one participants who represent 42% of the community strongly agree with statement No (4) which states that “Legal translators find it difficult to translate Old English, Old French and Latin words.

Eighteen participants who represent 36% of the community of the study agree with the third statement. Seven participants who are 14% of the community are neutral and only one participant (2% of the community) strongly disagrees. A total of 78% of the community of the study believe that Old English, Old French and Latin words are difficult to translate which means that the first hypothesis which states that “Linguistic differences cause many challenges for translators while translating legal texts” is true.

**Results related to statement No (4):**

Eight participants who represent 16% of the community strongly agree with statement No (4) which states that “Legal translators find it difficult to translate legal concepts”. Fifteen participants who are 30% of the community agree with the statement. Nine participants who represent 18% of the community are neutral. Eighteen participants who are 36% of the community disagree with the statement. It is found that 46% of the study community think that translating legal concepts is difficult and 36% think that it is not difficult which means the first hypothesis is proven correct.

**Results related to statement No (5):**

Seventeen participants who represent 34% of the community disagree with statement No (5) which states that "Legal Translators face difficulties finding the suitable equivalents". Five participants who represent10% of the community are neutral. Nineteen participants who represent 38% of the community agree and nine participants (18% of the community) strongly agree which means a total of 56% believe that it is difficult to find the suitable legal equivalents which confirms that hypothesis No(3) is true.

**Results Related to Statement No (6):**

Four participants who represent 8% of the community strongly agree with statement No (6) which states that "Legal translators find it difficult to translate legal abbreviations". Fifteen participants who represent 30% of the community disagree with the statement. Eight participants who represent 16% of the community are neutral. Seventeen participants who represent 34% of the community agree and six participants who represent 12% of the community strongly agree which means 42% of the study community think that legal abbreviations are difficult to translate, it is considered a majority comparing to the other choices made by the rest of the community, and that supports statement No (6) hence proves that hypothesis No (1) is true.

**Results Related to Statement No (7):**

Two participants who represent 4% of the community strongly disagree with statement No (7) which states that "Legal translators find it difficult to translate doublets". Nine participants who represent 18% of the community disagree with the statement. Eight participants who represent 16% of the community are neutral. Twenty participants who represent 40% of the

community agree with the statement and eleven participants who represent 22% of the community strongly agree with the statement which means the majority of the participants are ranging between agree and strongly agree and therefore proves that hypothesis No (1) is true.

**Results Related to Statement No (8):**

Nine participants who represent 18% of the community strongly agree with statement No (8) which states that "Legal translators find it difficult to translate words with several legal meaning". Eleven participants who represent 22% of the community agree with the statement. Fifteen participants who represent 30% of the community are neutral. Fourteen participants who represent 28% of the community disagree and only one participant strongly disagrees. As it is mentioned above the majority of the participants disagree with the statement which indicates that hypothesis No (1) is rejected.

**Results Related to Statement No (9):**

One participant strongly disagrees with statement No (9) which states that "Legal translators find the lack of knowledge of the legal subject a factor of difficulty". Four participants who represent 8% of the community disagree. Five participants who represent 10% of the community are neutral. Nineteen participants who represent 38% of the community agree and twenty-one participants who represent 42% of the community strongly agree. The fact that 80% of the community range between agree and disagree proves that hypothesis No (5) is true.

**Results Related to Statement No (10):**

One participant strongly agrees with statement No (10) which states that "Legal translators find the differences between legal systems a factor of difficulty". Four participants who represent 8% of the community disagree. Ten participants who represent 20% of the community are neutral. Twenty-seven participants who represent 54% of the community agree and eight participants who represent 16% of the community strongly agree. The biggest group of the participants (54%) is neutral and the next big group ranges between agree and disagree (35%) which means that hypothesis No (4) is acceptable.

**Results Related to Statement No (11):**

Four participants who represent 8% of the community disagree with statement No (11) which states that "Semantic challenges could lead to loss of clients' rights". Eight participants who represent 16% of the community are neutral. Fourteen participants who represent 28% of the community agree and twenty-four participants who represent 48% of the community strongly agree. A total of 76% of the participants believe that semantic challenges lead to loss of clients' rights which proves that hypothesis No (8) is correct.

**Results related to statement No (12):**

One participant strongly disagrees with statement No (12) which states that "Semantic challenges could lead to legal disputes in courts". Seven participants who represent 14% of the community disagree with the

statement. Five participants who represent 10% of the community are neutral. Twenty-one participants who represent 42% of the community agree and sixteen participants who represent 32% of the community strongly agree. The two last groups represent 74% of the community who believe that semantic challenges lead to legal disputes, therefore proves that hypothesis No (7) is true.

**Results Related to Statement No (13):**

Seven participants who represent 14% of the community strongly disagree with statement No (13) which states that "To face semantic challenges legal translators could use literal translation". Ten participants who represent 20% of the community disagree with statement No (13). Six participants who represent 12% of the community are neutral. Eighteen participants who represent 36% of the community agree with the statement and nine participants who represent 18% of the community strongly agree with the statement. A total of 54% of the study sample believe that literal translation could be used to tackle some of the challenges encountered by legal translators which proves that hypothesis No (6) is true.

**Results related to statement No (14):**

Three participants who represent 6% of the community strongly disagree with statement No (14) which states that "To face semantic challenges legal translators could use descriptive equivalence".

Five participants who represent 10% of the community disagree with the statement. Eleven participants who represent 22% of the community are neutral. Twenty-two participants of the community who represent 44% of the community agree and nine participants who represent 18% of the

community strongly agree with the statement which means 62% of the community are ranging between agree and strongly agree which supports statement No (14) and thus proves that hypothesis No (6) is correct.

**Results Related to Statement No (15):**

Six participants who represent 12% of the community strongly disagree with statement No (15) which states that "To face semantic challenges legal translators could use borrowing". Ten participants who represent 20% of the community disagree with the statement. Nine participants who represent 18% of the community are neutral. Twelve participants who represent 24% of the community agree with the statement and thirteen participants who represent 26% of the community strongly agree with the statement, hence a total of 50% of the community believe that borrowing is an effective technique to handle some of the semantic challenges faced by legal translators.

**Results Related to Statement No (16):**

Nine participants who represent 18% of the community strongly disagree with statement No (16) which states that "To face semantic challenges legal translators could create new words". Twelve participants who represent 24% of the community agree with the statement. Ten participants who represent 20% of the community strongly agree and seven participants who represent 14% of the community are neutral. Generally, 44% of the community are in favor of creating new words and 42% of the community disagree with creating new words.

**Results Related to Statement No (17):**

Two participants who represent 4% of the community strongly disagree with statement No (17) which states that "To face semantic challenges legal translators could identify and distinguish the legal meaning from the ordinary meaning". Five participants who represent 10% of the community disagree with the statement. Eight participants who represent 16% of the community are neutral. Nineteen participants who represent 38% of the community agree with the statement and sixteen participants who represent 32% of the community strongly agree with the statement which means the total of 70% of the community believe that distinguishing the legal meaning from the ordinary meaning helps legal translators to face semantic challenges, hence proves that hypothesis No (6) is true.

**Results Related to Statement No (18):**

One participant strongly disagrees with statement No (18) which states that "To face semantic challenges legal translators could constantly compare between the legal systems". Three participants who represent 6% of the community disagree with the statement. Four participants who represent 8% of the community are neutral. Twenty participants who represent 40% of the community agree with the statement and twenty-two participants who represent 44% of the community strongly agree which indicates that the majority believe that comparing between the legal systems will legal translators tackle the semantic challenges which proves that hypothesis No (6) is true.

## 4-2 Test Analysis:

The test consists 14 items, the first six items are part of a marriage contract which is required to be translated from Arabic into English, and the other eight items are part of a marketing agreement which is required to be translated from English into Arabic.

### 4-2-1 Scoring the Test and analyzing the Data

Data was collected by a translation test and questionnaire. For the test, the participants were asked to translate 14 items from two legal instruments. The total score of the test was 28 marks and the scale of marks was validated as follows:

1- Correct answer was given two marks. The answer was considered correct if the item was rendered correctly.

2- Acceptable answer was assigned one mark. The answer was considered acceptable if the item was rendered in an acceptable manner.

3- The wrong answer was given zero mark. The answer is considered wrong if it failed to render the item in the least acceptable manner and\or some fatal linguistic errors were committed which changed the meaning of the given item.

4- Results of the test were presented in simple tables by using frequencies and percentages followed by the texts that described the content and the tables.

## 4-2-2 Analyzing the Marriage Contract:

سجل الزواج رقم:

مكتب سجل مدني:

التاريخ 1

وثيقة عقد زواج

رقم الدفتر:

في يوم..... من شهر..... سنة .....هجرية الموافق..... سنة.....ميلادية, الساعة.....بحضوري و عن يدي انا.....ماذون ناحية2..... التابعة لمحكمة.....الاحوال الشخصية للولاية علي النفس بمنزل\مسجد.....الكائن.....

صدر عقد الزواج الاتي:

تزوج|اسم الزوج:.....

| المهنة | الجنسية | تاريخ الميلاد | محل الميلاد | محل الاقامة | البطاقة | | | اسم الزوج |
|---|---|---|---|---|---|---|---|---|
| | | | | | رقم | تاريخ | جهة الصدور | |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |

اسم الزوجة:.....

| المهنة | الجنسية | تاريخ الميلاد | محل الميلاد | محل الاقامة | البطاقة | | | اسم الزوجة |
|---|---|---|---|---|---|---|---|---|
| | | | | | رقم | تاريخ | جهة الصدور | |
| | | | | | | | | |

محل قيد أسرة الزوج بالسجل المدني:

المدينة أو القرية..... الحي.....

رقم:..... مكتب سجل مدني.....

:محل قيد أسرة الزوج بالسجل المدني

المدينة أو القرية..... الحي .....

رقم:..... مكتب سجل مدني.....

علي صداق قدره:.....

الحال منه مبلغ:.....

و المؤجل منه مبلغ:.....3

زواجا شرعيا علي كتاب الله و سنة رسوله صلي الله عليه وسلم بايجاب و قبول شرعيين صادرين بين المتعاقدين.

وذلك بعد تعريفهما المعرفة الشرعية و التحقق من خلو الطرفين من كل مانع شرعي و نظامي5 و التحقق ايضا من أن الزوجة:

1-لها\ليس لها معاش او مرتب بالحكومة و الضمان الحكومي

2- قاصرة لها\ ليس لها مال يزيد عن مائتي جنيه

و أن الزوجين بلغا السن القانونية.....

و ذلك بشهادة كل من.....

| اسم الشاهدين | المهنة | الجنسية | تاريخ الميلاد | محل الميلاد | محل الاقامة | البطاقة | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | | رقم | تاريخ | جهة صدورها |
| | | | | | | | | |

و تحرر بذلك أصل و ثلاث صور سلمت احداهما الي.....و الثانية الي.....

و الثالثة الي مكتب سجل مدني6..... بتاريخ.....و رسم ذلك و قدره..... ورد في تاريخ.....

الشهود الزوج الزوجة المأذون

**Item No (1)**

سجل الزواج رقم:.....

مكتب سجل مدني:.....

التاريخ:.....

.

The participants faced a difficulty translating (سجل الزواج رقم)and (مكتب سجل مدني).After consulting many contracts, it is evident that (مكتب سجل مدني) is translated as “Civil Record”, “Civil Record Authority” and “Civil Registry Office” which is more common. It is also evident that (سجل الزواج) is translated in some of the contracts as (Recording book), however, it is translated in the majority of the contracts as (Marriage Record).

Five participants could render the item correctly.

Example of a correct translation:

Marriage Record No:

Civil Registry Office:

Date:

One participant has provided an acceptable translation as follows:

Marriage Record:

Civil Registration:

Date:

Four participants have provided wrong translation. Example of a wrong translation:

Marriage Log No:

Civilian Log office No:

The difficulty faced by participants in translating this item could be attributed to their lack of competence in the target language which is a result of their lack of training.

**Item No (2):**

وثيقة عقد زواج

رقم الدفتر:.....

في يوم ..... من شهر ..... سنة ..... هجرية الموافق..... سنة ..... ميلادية, الساعة ..... بحضوري و عن يدي انا ..... ماذون ناحية.

The participants found the following parts of the item to be very problematic:

1-رقم الدفتر.

2-ميلادية.

3-بحضوري و عن يدي.

4-ماذون.

After surveying many contracts the researcher found that:

(رقم الدفتر) is translated in all the consulted relevant contracts as "Book No", (ميلادية) is translated as both "Gregorian Calendar" and "Calendar Month" , (بحضوري و عن يدي) is translated as "in my presence", "it is before me" and "in my presence and my ministration" which is more common and is even found in one of the Christine Marriage Contracts, and finally, (ماذون) is translated as "Marriage Officer" and "Marriage Registrar". However, it is better if the participants borrowed the word "Mazoon" accompanied with the explanation in the margins. All participants failed to give correct answers for this item.

Example of wrong translation:

Translating (رقم الدفتر) as "file No", Translating (ميلادية) as"Milediyh" using the borrowing technique which is not need due to the existence of the direct

equivalent in the target language , another participant translated ميلادية as "B.C" which gives a totally different meaning.

The difficulty translating this item is a result of the participants' lack of relevant terminology which is related to their lack of training.

Other examples of wrong translations are: translating (بحضوري و عن يدي) as "in my presence and by my hand" and translating

(ماذون)as "authorized".

The difficulty translating this item could be attributed to the absence of a direct equivalent for most of its parts.

**Item No (3)**

علي صداق قدره:.....

الحال منه مبلغ:.....

و المؤجل منه مبلغ:.....

After consulting 25 contracts, it is evident – in all relevant contracts- that the word )(مهرis translated into the equivalent " dowry". The word "dowry" does not exactly give the meaning of ( صداق) or (مهر) because the word "dowry " in English is the money or estate that the wife gives to the groom as devotion , while the word (صداق) in Islam means the amount of money that the man has to pay to the wife before the wedding ceremony. Alrikabi,(2017).

Since there is no direct equivalent for the word (صداق)in English, the word should be kept as it is "Mahr" or "Sadag" with explanation of the word in the margins. Theword "dowry" is considered a correct translation as it is commonly used in all contracts.

After consulting the contracts, it is also found that (الحال منه)is translated as "paid part", "down payment" and "advance payment". It is also evident that (المؤجل منه)is translated into "deferred part" and "delayed part".

Four participants rendered the item correctly. Example of a correct translation:

With a dowry of:……

Paid: ……

Deferred:……

Six participants gave wrong translations. Example of a wrong translation:

Translating) الحال منه( into "Cash" and (المؤجل منه) into "not cash".

The difficulty in translating this item could be attributed to the participants' incompetence in target language especially legal language and their lack of proper training.

**Item No (4):**

"زواجا شرعيا علي كتاب الله و سنة رسوله صلي الله عليه وسلم بايجاب و قبول شرعيين"

The participants faced a difficulty translating the following parts of the item:

-"علي كتاب الله وسنة رسوله"

-"بايجاب و قبول شرعيين"

After going through many contracts, it is evident that "علي كتاب الله و سنة رسوله" is commonly translated as "in accordance with Islamic Sharia', God's Holly book and traditions of His prophet".

It is better to use the word "Sunnah" accompanied with its explanation (Traditions of prophet) as translation for (سنة) because the readers of the target text are not familiar to the word "sunnah".

After consulting the contracts, it is evident as well that "بايجاب و قبول" is translated in all contracts as "by legal proposal and acceptance".

All participants rendered the item incorrectly. Example of an incorrect translation is:

“A legal marriage following Allah and his prophet Mohammed peace be upon him rules issued on both parties”

The difficulty in translating this item could be attributed to the religious and culture specific nature of the item”

**Item No (5):**

"و ذلك بعد تعريفهما المعرفة الشرعية و التحقق من خلو الطرفين من كل مانع شرعي و نظامي"

After surveying many contracts it is found that there is not one form of translation to translate "و ذلك بعد تعريفهما المعرفة ابشرعي " but it is translated in two contracts into “the two parties were acquainted with the legal implications of marriage”.

It is evident as well that (خلو الطرفين من كل مانع شرعي ) is translated as “ they are free and clear from all legal impediment”.

All participants rendered the item incorrectly. Example of incorrect translation:

“and that after they knew each other the legal known and verifying that the parties are free from any legal and regular deterrent”.

The difficulty in translating this item could be attributed to the religious and culture specific nature of the item.

**Item No (6):**

"و تحرر بذلك اصل و ثلاث صور سلمت احداهما الي ..... و الثانية الي .....

و الثالثة الي مكتب سجل مدني.....

The participants faced a difficulty translating "و تحرر بذلك".

After consulting many contracts, it is evident that "وتحرر بذلك " is translated as “written” , “issued”, “was edited”, “executed” and “made” which is more common than the other forms.

Six participants could give correct answers. Example for correct translation: "Executed in one original and three copies etc.".

Four participants gave wrong answers. Example of incorrect translation: "One original and three copy document has freed out etc.".

The difficulty translating this item is attributed to the participants' lack of basic knowledge of legal terms and proper training.

## 4-2-3 Analyzing the Marketing Agreement:

Marketing Agreement

Made on……

By and between: 1

First:

Subject to the law:

Represented to the law:

Represented in signature herein by Mr. ……(Board chairman)

(First party)

Second:

……..company

(Second party)

Preamble:

Whereas the first party manufactures a material and the second party is a specialized commercial company in the field of marketing the materials 2, the two parties agreed that the second party shall purchase an amount of the above mentioned materials from the first party according to the following clauses:

Clause1:

The preamble shell be an integral part of the agreement.3

Clause2:

The two parties hereto have agreed that the first party shall deliver to the second party a quantity of……annually in the original packets thereof. 4The net weight per each packet shall be……. All of the recognized details such as weight, name, origin, expiry date, purity degree and chemical symbol of the product shall be written on each packet. Each delivered quantity shall be accompanied with the analysis certificate thereof.

Clause3:

The parties hereto agreed that the material price shall be …… per ton without the addition of taxes. Such price shall be preliminary and shall be revised monthly between the two parties according to the following:

1-The competing prices of the local or imported product.

2- Foreign currency exchange price in the market.

3- Manufacturing cost (the purchasing price of the row materials +the workers + ……..etc.)

Clause4:

The first party shall deliver to the second party the demanded amounts of the above mentioned materials of around 160 tons monthly of …….

Provided that the total drawn amount of such materials from the second party according to what is mentioned above.

Clause5:

The second party's members shall be jointly liable to pay a sum of money 100.000 pounds only (one hundred thousand pounds only) to the first party in

case of not receiving the monthly agreed upon amounts.5 Such sum of money shall be considered compensation and shall not be subject to the judicial review. 6The first party shall also have the right, in this case, to dissolve the agreement without the need for directing a notice or warning or issuing judicial decisions.

Clause6:

The second party shall receive the agreed upon amounts from the above-said party's head office and by the specified transportation means.

Clause7: Terms of payment:

The second party shall fulfill the value of the purchased amounts monthly by a payable bank cheque 45 days after the delivery date of the manufactured products.

Clause8:

The second party shall make the required advertising for the company's products in all exhibitions and places where the products are offered, distributed and sold.

Clause9:

The agreement's term is one year commencing from the date of signing the agreement and ending on7 …….. unless a party notifies the other one of its desire to renew such agreement for another similar period six months prior to the end of the agreement.

Clause10:

In case of any dispute arises out between the parties herein, the courts and the sections thereof shall have jurisdiction over the dispute between the two parties.

Clause11:

Executed in two counterparts, one per each party.8

First party: Second party:

Name: Name:

Signature: Signature:

**Item (1)**

Marketing Agreement
Made on:
By and between:

After consulting 25 contracts, it is evident that “Agreement” is translated into "عقد".

There are some basics that distinguish contracts from other forms of Agreement and which must be present for a contract to be recognized as such and enforceable. Firstly, there must be an agreement between two parties, who may be individuals or groups, non-professionals or juristic experts. This agreement is often described as “meeting of minds” Alcaraz and Hughes( 2002). Second, there must be valuable consideration given and received by each party. In other words, each party promises to give something in exchange for the other party’s promise to give something else in return. Normally, this consideration takes the form of money, goads, or services, but it may be practically anything as long as it has some identifiable worth. Third, the parties must intend their promises to be acted on and to be legally binding. Fourth, the subject matter of the contract must not be illegal or “tainted with illegality” so called “contract killing” are not contracts in law. Fifth, the contract must be freely entered into by both parties and both should be of equal bargaining power. As all the conditions

aforementioned exist in the source text, the correct translation for the word “marketing contract” would be "عقد تسويق".

After consulting 25 contracts, it is evident that “made on” is translated into "تحرر" in all contracts. It is also evident that “By and between” is translated as "بين كلا من ..... و .....".

The item is considered rendered correctly if all its parts are rendered correctly, since none of the participants could render the item correctly, the item is considered incorrectly rendered by all participants. However, some participants could render parts of the item correctly, for example: Two participants translated “Marketing Contract” as "عقد تسويق"which is a correct translation. Two other participants translated “Made on” into "حرر في" and "تحرر في" which are both correct translations of the item. In addition, two participants translated “by and between correctly”.

Examples of incorrect translation:

One of the participants translated “Marketing Agreement” as “ "موافقة تسويقية, another translated it as "اتفاقية تسويقية" .

Another example for a wrong translation is translating “made on” as “ "صنع في. Moreover, some participants translated “by and between” as "عن طريق وبين" and "بواسطة و بين".

Respondents failed to translate these legal expressions correctly because they are unfamiliar with such legal expressions which could be relevant to their lack of proper training.

**Item (2)**

Preamble:

“Whereas the first party manufactures a material and the second party is specialized commercial company in the field of marketing the materials”.

Some participants had a difficulty translating the words “preamble” and “whereas”.

After consulting many contracts, it is evident that “preamble” is translated as "تمهيد“ and “whereas” is translated as "حيث ان“ in more than 20 contracts and translated as "لما كان" in four contracts.

Four participants rendered “preamble” correctly, and four participants rendered the word “whereas” correctly.

Example of incorrect translation: Translating “preamble” as "ديباجة" and translating “whereas” as "في حين".

The difficulty in translating these terms may be attributed to the participants’ unfamiliarity with such texts which is evident in their limited vocabulary in the legal field.

**Item (3):**

Clause (1):

The preamble shall be an integral part of the agreement.

Participants faced a difficulty translating “clause” , “shall” and “integral part”.

After consulting many contracts, it is evident that “clause” is translated as "بند" and “integral” is translated as "جزء لا يتجزا".

The word “shall” in legal texts is used for obligation and is translated as "يجب علي فلان ان يفعل" and "علي فلان ان يفعل" especially when the subject is a person whether a physical person or a juristic person. It is better to translate “shall” in present time instead of ."يجب علي ان يفعل"(Mohammed, M., 2003).

Two participants rendered the item correctly. Example of a correct translation is:

البند الاول:

يجب ان تكون المقدمة جزءا لا يتجزا من الاتفاقية.

The lack of acquaintance and knowledge in the source language and the target language may be responsible for such mistakes and here comes the importance of specialized intensive training for translators.

**Item No (4):**

The two parties hereto agreed that the first party shall deliver to the second party a quantity of …… annually in the original packets thereof.

Participants faced a difficulty translating the archaic words “hereto’ and “thereof”. “There” indicates someone or something that has been mentioned before.

Five participants could render the item correctly. Example for correct translation:

"اتفق الطرفان علي ان يسلم الطرف الاول للطرف الثاني كمية ..... في عبواتها الاصلية".

Example for wrong translation:

"اتفق الطرفان علي ان يقوم الطرف الثاني بتسليم كمية من ..... سنوية في رزمةاصلية من ذلك".

The participant has translated “the first party” into "الطرف الثاني" which gives the idea that the second party will do the delivery not the other way around which is a big mistake that could lead to serious complications. In addition, the participant has omitted “to the second party” which made the text very vague as the reader will not know to whom the delivery is done.

The participant translated “in the original packets thereof”

as "في رزمة اصلية من ذلك" in this case the translator failed to translate “thereof” correctly, which refers to the aforementioned word “the material”, “thereof” could be substituted by the pronoun "ها", therefore, the correct translation will be "في عبواتها"

The difficulty in translating “hereto” and “thereof” is attributed to the archaic nature of the words.

**Item ( 5):**

The second party's members shall be jointly liable to pay a sum of money 100,000 pounds only (one hundred thousand pounds only) to the first party in case of not receiving the monthly agreed amounts.

Only one participant could render the item correctly as follows:

"يجب علي افراد الطرف الثاني ان يدفعوا بالتضامن مبلغ من المال وقدره 100,000 جنيه فقط (مئة الف جنيه فقط) للطرف الاول في حال لم يتم ارسال الكمية الشهرية المتفق عليها مسبقا"

The rest of the participants have failed to give correct translations. Example of wrong translation:

"اعضاء الجزء الثاني المفروض يكونوا قادرين علي دفع 100,000 جنيه فقط "مئة الف جنيه" في حالة عدم استقبال الكميات المتفق عليها"

The participant translated the "second party" into "الجزء الاول"which is not exactly the intended meaning, and also translated " shall be liable" as "المفروض يكونوا قادرين" firstly, the sentence is informal and is not appropriate for a legal text. Secondly, "shall" is used for obligation and the translator did not use the obligation in his\her translation. Finally, the participant used the equivalent "استقبال"to translated the word "receiving" which is not the most suitable choice of equivalent, the Arabic equivalent "استلام"is more suitable in this case.

Participants faced these difficulties because they are not familiar to the legal texts and they lack training.

**Item (6):**

Such sum of money shall be considered compensation and shall not be subject to the judicial review.

Five participants gave correct answers. Example of a correct answer:

"يعتبر هذا المبلغ من المال بمثابة تعويض و لا يخضع للمراجعة القانونية"

Five participants failed to render the item correctly. Example for wrong answer:

"مجموعة من المال سوف تعتبر مقاصة اكرام و لن يرجع الفاعل الي المحكمة لاعادة النظر"

The difficulty translating this item could be attributed to the participant s' lack of training.

**Item (7):**

The agreement's term is one year commencing from the date of signing the agreement and ending on …….

Some participants faced a difficulty translating the phrase "the agreement's term".

It is evident after consulting over 20 contracts that "the agreement's term" is translated as "مدة العقد."

Five participants could render the item correctly, an example of a correct answer is:

"ان مدة العقد هي عام واحد ابتداءا من تاريخ توقيع الاتفاقية وينتهي فيي....."

The other five participants failed to render the item correctly. Example of wrong translation:

"مصطلح الاتفاق هو سنة واحدة من تاريخ توقيع الاتفاقية و النهاية علي ....."

Participants faced a difficulty translating the word "term" because it has more than one legal meaning.

**Item (8):**

Executed in two counterparts, one per each party.

After surveying many contracts, it is evident that "executed" is translated as "حرر".

Only two participants could give correct translation, and eight failed to render the item correctly.

Example for a correct translation:

"حررت نسختين من هذه الاتفاقية, واحدة لكل طرف"

Eight participants failed to render the item correctly. Example of wrong answer:

"تنفذ بين النظائر"

The difficulty faced by participants in translating this item is due to participants' basic knowledge of legal terminology.

Table No (27) shows both wrong and correct answers and their frequencies in the first part of the test.

| Item No | Frequency of Correct answers | Frequency of wrong answers | The reason |
|---|---|---|---|
| Item No (1) | 6 | 4 | Lack of competence in the target language. |
| Item No (2) | - | 10 | Lack of relevant terminology knowledge(lack of training) |
| Item No (3) | 4 | 6 | Lack of target language specially legal language.(lack of training) |
| Item No (4) | - | 10 | Cultural specific nature of the item |
| Item | - | 10 | Religious and cultural nature of |

| | | | |
|---|---|---|---|
| No (5) | | | the item |
| Item No (6) | 6 | 4 | Lack of basic knowledge of legal and proper training. |

Table No (28) shows both wrong and correct answers and their frequencies in the second of part of the test.

| Item No | Frequency of correct answers | Frequency of wrong answers | Reason |
|---|---|---|---|
| Item No (1) | - | 10 | Unfamiliarity with legal expressions (lack of training) |
| Item No (2) | 4 | 6 | Unfamiliarity with such texts and the limited vocabulary in the legal field. |
| Item No (3) | 2 | 8 | Lack of acquaintance and knowledge in the source language and the target language (lack of training) |
| Item No (4) | 5 | 5 | The archaic nature of the word. |
| Item | 1 | 9 | Unfamiliarity to legal texts. |

| | | | |
|---|---|---|---|
| No (5) | | | |
| Item No (6) | 5 | 5 | Lack of training |
| Item No (7) | 5 | 5 | Having more than one legal meaning. |
| Item No(8) | 2 | 8 | The lack of basic knowledge of legal terminology. |
| Total | 24 | 56 | |

Table No (29) shows the difficulties faced by the participants and their frequency in the first part of the test.

| Difficulty | Lack of competence in the target language | Lack of knowledge of legal language and legal texts | Cultural specific nature of the item |
|---|---|---|---|
| Frequency | 1o | 14 | 20 |

Table No (30) shows the difficulties faced by the participants and their frequency in the second part of the test.

| Difficulty | Lack of competence in the target language | Lack of knowledge of legal language | The archaic nature of the word | Having more than one legal meaning |
|---|---|---|---|---|

| | | | | |
|---|---|---|---|---|
| | | and legal texts | | |
| Frequency | 8 | 25 | 5 | 5 |

Table No (31) shows the difficulties faced by the participants and their frequency in both parts of the test.

| Difficulty | Lack of competence in the target language | Lack of knowledge of legal language and legal texts | Cultural specific nature of the item | The archaic nature of the word | Having more than one legal meaning |
|---|---|---|---|---|---|
| Frequency | 18 | 39 | 20 | 5 | 5 |

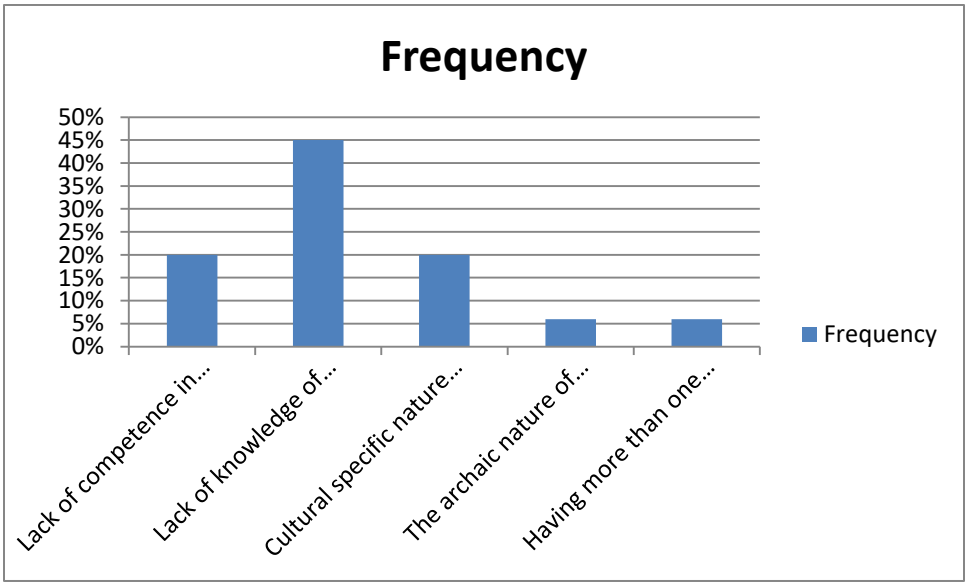

Figure No (21) Shows percentage of occurrence of the difficulties in both parts of the test.

The above figure indicates the following:

- 20% of the difficulties encountered by participants occur due to their lack of competence in the target language.
- 45% of the difficulties result from the participants' lack of knowledge of legal language and legal texts which both result from the lack of training.
- 23% of the difficulties take place due to the religious and cultural specific nature of the terms.
- 6% of the difficulties are resulted from the archaic nature of some terms.
- 6% of the difficulties are encountered due to the fact that some words have more than one legal meaning.

## 4-3 Testing the Hypotheses against the Results:

1. **Hypothesis one:** Accepted

Linguistic differences cause many challenges for translators while translating legal texts.

2. **Hypothesis two:** Accepted

Cultural differences lead to difficulty while translating legal texts.

3. **Hypothesis three:** Accepted

It is difficult to find the suitable legal equivalents sometimes, which makes legal translation challenging.

4. **Hypothesis four**: Accepted

The difference of legal systems is a main reason for difficulties encountered by translators when translating legal texts.

5. **Hypothesis five :**Accepted

Lack of proper training leads to challenges for legal translators.

6. **Hypothesis six:** Accepted

Different translational methods and techniques are used by translators to tackle these challenges.

7. **Hypothesis seven**: Accepted

Semantic difficulties will lead to legal disputes.

8. **Hypothesis eight:** Accepted

Semantic challenges lead to the loss of clients' rights.

# Chapter Five

# Main Findings, Conclusions, Recommendations and Suggestions for Further Studies

# Chapter Five

# Results Conclusions, Recommendations and Suggestions for Further Studies

## 5-0 Introduction:

This chapter includes the conclusions, recommendations and suggestions for further studies as well.

## 5-1 Main Findings:

### 5-1-1 Results Related to the Questionnaire

1- Linguistic differences such as the difference of the legal concepts in different legal systems and different languages, legal abbreviations which may exist in one language but do not exist in another, doublets, words with several legal meaning and Old English, French and Latin words cause many difficulties for translators while translating legal texts.

2- The difficulty finding the suitable legal equivalent makes the task of the legal translator quite challenging.

3- The layout of legal texts is found challenging by some of the translators.

4- The cultural differences between the community of the source text and target text are a big source of difficulty for translators.

5- Lack of knowledge of the legal subject is another factor that leads to difficulty of translating legal texts.
6- The differences between the legal systems cause some of the difficulties encountered by translators when translating legal texts.
7- Semantic challenges could lead to serious legal complications and they could even lead to loss of clients' rights as well as legal disputes in courts.
8- Translators could apply different methods to tackle the challenges faced while translating legal texts such as: using literal translation, using descriptive equivalence, using the borrowing technique, creating new words, identifying and distinguishing the legal meaning from the ordinary meaning and constantly comparing between the legal systems.

### 5-1-2 Results Related to the Test

1- The main reason for the difficulties that face translators while translating legal texts is the lack of proper training.
2- The religious and culture-specific nature of some of the terms is one of the important factors that make translation of legal texts a challenging task.
3- The archaic words used in legal texts and words with more than one legal meaning are another source of difficulties.

## 5-2 The Main Conclusion:

-The data obtained by means of questionnaire and test indicated that translators encounter many challenges while translating legal texts such as the difference between the legal systems of different countries and due to the

fact that any mistakes could cost the translator and the client money and pursuit legally, legal translation needs a well-trained and skillful translator.

-Another challenge is that legal translation is culture-dependent and for that, the translator must understand the culture of both source and target languages before attempting to translate legal documents. Lack of knowledge of subject matter and proper training could also lead to committing many mistakes.

-Legal translators face linguistic challenges such as words with more than one meaning, doublets and Old French and Latin words which still exist despite the efforts of plain English theory.

-Different methods could be applied to tackle the above mentioned challenges such as constantly comparing between the legal systems, identifying and distinguishing the legal meaning from the ordinary meaning, using literal translation, using descriptive equivalence and borrowing technique.

## 5-3 Recommendations

The present study addressed challenges that face translators while translating legal texts specially contracts.

In light of the results of the study, the following points are recommended:

- A data base among legal translation agencies and expert legal translators should be established and made accessible for all translators.
- Those who wish to specialize in legal translation must be competent in both source language and target language and must also be exposed

to various legal texts that are already translated by professional legal translators.

- Translators should constantly consult specialized resources for instance :( dictionaries and online sources) for the correct equivalents of legal terms.
- Intensive training by professional legal translators should be given to translators before starting a career of a legal translator.

## 5-4 Suggestions for Further Studies:

Based on the results, the following points are proposed as suggestions for further studies, which are:

1- The impact of culture in legal translation.
2- The effect of having different legal concepts in the legal systems even within the same language.
3- The role of syllables taught at universities in the quality of translation.

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# Appendixes

## Appendix No(1)Descriptive Statistics

| | N | Minimum | Maximum | Mean | Std. Deviation |
|---|---|---|---|---|---|
| 1- Legal translators find the layout of legal tests difficult. | 50 | 1.00 | 4.00 | 2.3000 | .97416 |
| 2- Legal translators find translating cultural-specific legal terms challenging. | 50 | 1.00 | 4.00 | 2.0600 | 1.05772 |
| 3- Legal translators find it difficult to translate Old English, French, and Latin words. | 50 | 1.00 | 5.00 | 1.9000 | .99488 |
| 4- Legal translators find it difficult to translate legal concepts. | 50 | 1.00 | 4.00 | 2.7400 | 1.12141 |
| 5- Legal translators face difficulty finding the suitable equivalents. | 50 | 1.00 | 4.00 | 2.6000 | 1.14286 |
| 6- Legal translators find it difficult to translate legal abbreviations. | 50 | 1.00 | 5.00 | 2.8800 | 1.20611 |
| 7- Legal translators find it difficult to translate doublets | 50 | 1.00 | 5.00 | 2.4200 | 1.14446 |
| 8- Legal translators find it difficult to translate words with several legal meanings. | 50 | 1.00 | 5.00 | 2.7400 | 1.12141 |
| 9- Legal translators find the lack of Knowledge of the legal subject a factor of difficulty. | 50 | 1.00 | 5.00 | 1.9000 | 1.01519 |
| 10-Legal translators find the differences between legal systems a factor of difficulty. | 50 | 1.00 | 5.00 | 2.2600 | .89921 |
| 11- Semantic challenges could lead to loss of clients rights. | 50 | 1.00 | 4.00 | 1.8400 | .97646 |
| 12- Semantic challenges could lead to legal disputes in contracts | 50 | 1.00 | 5.00 | 2.1200 | 1.08119 |
| 13- To face semantic challenges legal translators could use literal translation . | 50 | 1.00 | 5.00 | 2.7600 | 1.34862 |
| 14- To face semantic challenges legal translators could use descriptive equivalence. | 50 | 1.00 | 5.00 | 2.4200 | 1.08965 |
| 15- To face semantic challenges legal translators could use borrowing. | 50 | 1.00 | 5.00 | 2.6800 | 1.37678 |
| 16- To face semantic challenges legal translators could create new words. | 50 | 1.00 | 5.00 | 2.9600 | 1.42800 |
| 17- To face semantic challenges legal translators could identify and distinguish the legal meaning from the ordinary meaning. | 50 | 1.00 | 5.00 | 2.1600 | 1.11319 |

| | | | | | |
|---|---|---|---|---|---|
| 18- To face semantic challenges legal translators could constantly compare between the legal systems. | 50 | 1.00 | 5.00 | 1.8200 | .96235 |
| Valid N (listwise) | 50 | | | | |

## Appendix No(2) ANOVA

| | | Sum of Squares | df | Mean Square | F | Sig. |
|---|---|---|---|---|---|---|
| 1- Legal translators find the layout of legal tests difficult. | Between Groups | 1.725 | 2 | .863 | .905 | .411 |
| | Within Groups | 44.775 | 47 | .953 | | |
| | Total | 46.500 | 49 | | | |
| 2- Legal translators find translating cultural-specific legal terms challenging. | Between Groups | .336 | 2 | .168 | .145 | .866 |
| | Within Groups | 54.484 | 47 | 1.159 | | |
| | Total | 54.820 | 49 | | | |
| 3- Legal translators find it difficult to translate Old English, French, and Latin | Between Groups | .827 | 2 | .413 | .407 | .668 |
| | Within Groups | 47.673 | 47 | 1.014 | | |
| | Total | 48.500 | 49 | | | |
| 4- Legal translators find it difficult to translate legal concepts. | Between Groups | .683 | 2 | .342 | .263 | .770 |
| | Within Groups | 60.937 | 47 | 1.297 | | |
| | Total | 61.620 | 49 | | | |
| 5- Legal translators face difficulty finding the suitable equivalents. | Between Groups | 2.831 | 2 | 1.416 | 1.088 | .345 |
| | Within Groups | 61.169 | 47 | 1.301 | | |
| | Total | 64.000 | 49 | | | |
| 6- Legal translators find it difficult to translate legal abbreviation. | Between Groups | 4.057 | 2 | 2.029 | 1.418 | .252 |
| | Within Groups | 67.223 | 47 | 1.430 | | |
| | Total | 71.280 | 49 | | | |
| 7- Legal translators find it difficult to translate doublets | Between Groups | 2.270 | 2 | 1.135 | .862 | .429 |
| | Within Groups | 61.910 | 47 | 1.317 | | |
| | Total | 64.180 | 49 | | | |
| 8- Legal translators find it difficult to translate words with several legal meanings. | Between Groups | 5.136 | 2 | 2.568 | 2.137 | .129 |
| | Within Groups | 56.484 | 47 | 1.202 | | |
| | Total | 61.620 | 49 | | | |
| 9- Legal translators find the lack of Knowledge of the legal subject a factor of | Between Groups | .016 | 2 | .008 | .007 | .993 |
| | Within Groups | 50.484 | 47 | 1.074 | | |
| | Total | 50.500 | 49 | | | |
| 10-Legal translators find the differences between legal systems a factor of difficulty. | Between Groups | 3.028 | 2 | 1.514 | 1.944 | .154 |
| | Within Groups | 36.592 | 47 | .779 | | |
| | Total | 39.620 | 49 | | | |
| 11- Semantic challenges could lead to loss of clients rights. | Between Groups | .776 | 2 | .388 | .397 | .675 |
| | Within Groups | 45.944 | 47 | .978 | | |
| | Total | 46.720 | 49 | | | |
| 12- Semantic challenges could lead to legal disputes in contracts | Between Groups | 4.884 | 2 | 2.442 | 2.190 | .123 |
| | Within Groups | 52.396 | 47 | 1.115 | | |
| | Total | 57.280 | 49 | | | |
| 13- To face semantic challenges | Between Groups | .474 | 2 | .237 | .126 | .882 |

| | | | | | | |
|---|---|---|---|---|---|---|
| legal translators could use literal translation . | Within Groups | 88.646 | 47 | 1.886 | | |
| | Total | 89.120 | 49 | | | |
| 14- To face semantic challenges legal translators could use equivalence. | Between Groups | 2.099 | 2 | 1.049 | .880 | .422 |
| | Within Groups | 56.081 | 47 | 1.193 | | |
| | Total | 58.180 | 49 | | | |
| 15- To face semantic challenges legal translators could use borrowing. | Between Groups | 3.105 | 2 | 1.553 | .813 | .450 |
| | Within Groups | 89.775 | 47 | 1.910 | | |
| | Total | 92.880 | 49 | | | |
| 16- To face semantic challenges legal translators could create new words. | Between Groups | 1.497 | 2 | .748 | .357 | .701 |
| | Within Groups | 98.423 | 47 | 2.094 | | |
| | Total | 99.920 | 49 | | | |
| 17- To face semantic challenges legal translators cthe legal meanning from the | Between Groups | 1.909 | 2 | .955 | .763 | .472 |
| | Within Groups | 58.811 | 47 | 1.251 | | |
| | Total | 60.720 | 49 | | | |
| 18- To face semantic challenges between | Between Groups | .806 | 2 | .403 | .425 | .656 |
| | Within Groups | 44.574 | 47 | .948 | | |
| | Total | 45.380 | 49 | | | |

Appendix No(3)Type * Qualification Cross tabulation النوع والمستوى التعليمي

| | | | Qualification | | | Total |
|---|---|---|---|---|---|---|
| | | | BA | MA | PHD | |
| Type | ذكر | Count | 4 | 10 | 0 | 14 |
| | | Expected Count | 3.4 | 10.4 | .3 | 14.0 |
| | أنثى | Count | 8 | 27 | 1 | 36 |
| | | Expected Count | 8.6 | 26.6 | .7 | 36.0 |
| Total | | Count | 12 | 37 | 1 | 50 |
| | | Expected Count | 12.0 | 37.0 | 1.0 | 50.0 |

## Appendix No(4) Chi-Square Tests

| | Value | Df | Asymp. Sig. (2-sided) |
|---|---|---|---|
| Pearson Chi-Square | .576[a] | 2 | .750 |
| Likelihood Ratio | .838 | 2 | .658 |
| Linear-by-Linear Association | .389 | 1 | .533 |
| N of Valid Cases | 50 | | |

Appendix No(5) Model Summary[b]

| Model | R | R Square | Adjusted R Square | Std. Error of the Estimate |
|---|---|---|---|---|
| 1 | .819[a] | .671 | .496 | .77393 |

Appendix No(6) ANOVA[a]

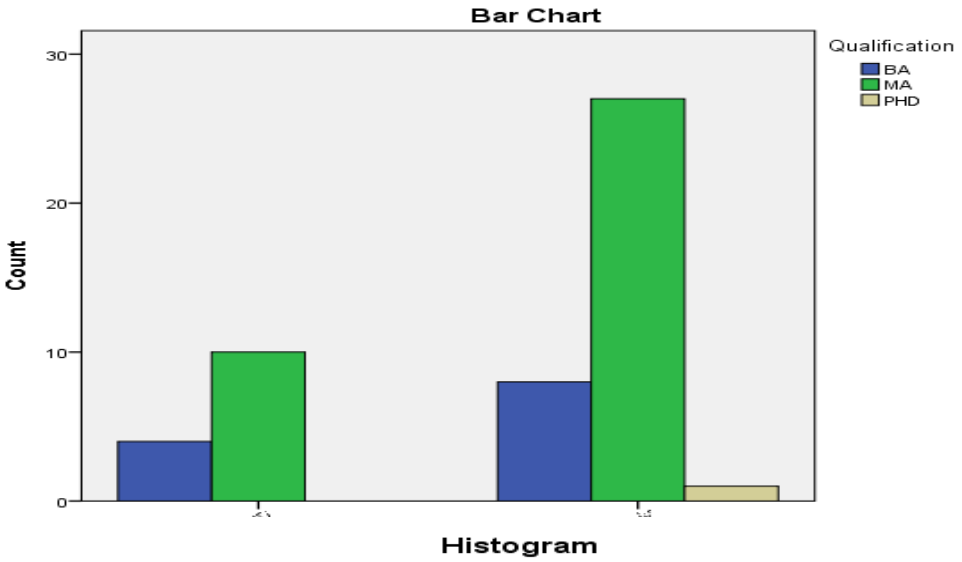
| Model | | Sum of Squares | Df | Mean Square | F | Sig. |
|---|---|---|---|---|---|---|
| 1 | Regression | 39.013 | 17 | 2.295 | 3.831 | .001[b] |
| | Residual | 19.167 | 32 | .599 | | |
| | Total | 58.180 | 49 | | | |

Appendix No (7)Coefficients[a]

| Model | | Unstandardized Coefficients | | Standardized Coefficients | T | Sig. |
|---|---|---|---|---|---|---|
| | | B | Std. Error | Beta | | |
| 1 | (Constant) | 1.105 | .663 | | 1.666 | .105 |
| | 1- Legal translators find the layout of legal tests difficult. | .007 | .158 | .006 | .043 | .966 |
| | 2- Legal translators find translating cultural-specific legal | -.133- | .129 | -.129- | -1.032- | .310 |
| | 3- Legal translators find it difficult to translate Old English, | .096 | .138 | .088 | .699 | .490 |
| | 4- Legal translators find it difficult to translate legal concept | .166 | .134 | .171 | 1.234 | .226 |
| | 5- Legal translatores face difficulty finding the suitable egui | .033 | .121 | .034 | .271 | .788 |
| | 6- Legal translators find it difficult to translate legal abbre | -.183- | .125 | -.203- | -1.463- | .153 |
| | 7- Legal translators find it difficlt to translate doublets | -.263- | .120 | -.277- | -2.201- | .035 |
| | 8- Legal translators find it difficcult to translate words with | -.053- | .132 | -.055- | -.402- | .690 |
| | 9- Legal translators find the lack of Knowledge of the legal | -.104- | .127 | -.097- | -.821- | .418 |
| | 10-Legal translators find the differences between legal | .266 | .170 | .220 | 1.568 | .127 |
| | 11- Semantic challenges could lead to loss of clients rights. | -.406- | .146 | -.364- | -2.786- | .009 |
| | 12- Semantic challenges could lead to legal disputes | .303 | .137 | .301 | 2.215 | .034 |
| | 13- To face semantic challenges legal translators could use | .139 | .111 | .172 | 1.261 | .217 |
| | 15- To face semantic challenges legal translators could use | .377 | .106 | .477 | 3.559 | .001 |
| | 16- To face semantic challenges legal translators could | .037 | .116 | .048 | .318 | .753 |
| | 17- To face semantic challenges legal translators | .304 | .119 | .311 | 2.557 | .016 |
| | 18- To face semantic challenges legal translators could | -.165- | .135 | -.146- | -1.224- | .230 |

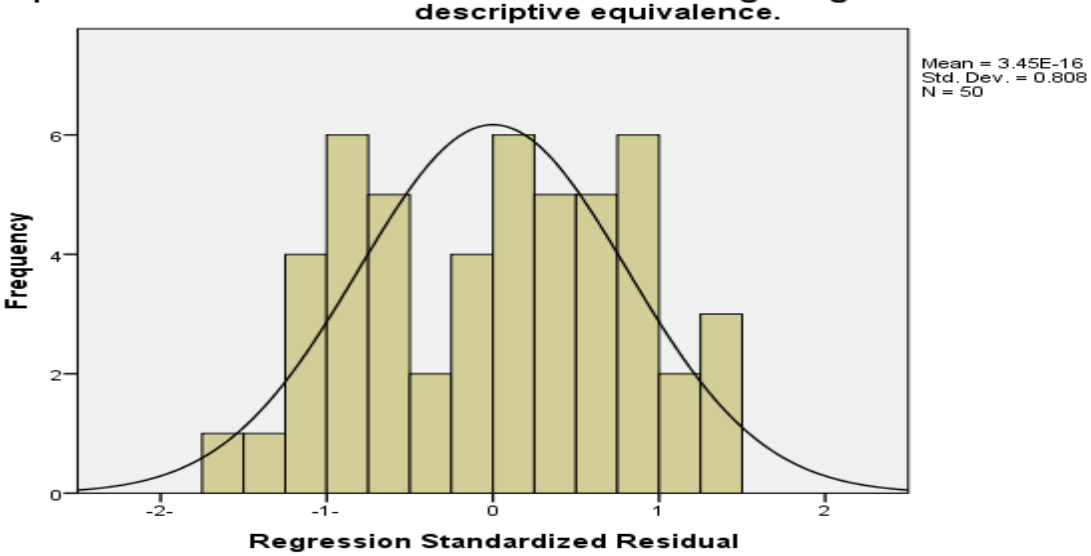
a. Dependent Variable: 14- To face semantic challenges legal translators could use descriptive equivalence.

Appendix(8) shows the relation between the type and qualification




Histogram

Dependent Variable: 14- To face semantic challenges legal translators could use descriptive equivalence.



Appendix No (10) Normal p-p plot of regression standardized residual