



**Sudan University of Science and Technology**  
**College of Graduate Studies**  
**College of Languages**



## **Problems of Translating English Legal Text into Arabic Among EFL, Sudanese Universities**

المشاكل اللغوية في ترجمة النص القانوني من اللغة الانجليزية إلى  
اللغة العربية لدى طلاب الانجليزية لغة أجنبية بالجامعات السودانية.

**A Thesis Submitted in Fulfillment of the Requirements for  
the Degree of PHD in (Translation)**

**Submitted by: Al-Tayyeb Shablo Mohammed Adam**  
**Supervised by: Dr: Mouhmod Ali Ahmed**

**March / 2020**

*Dedication*

To

my parents

To

my brother and sisters

## Acknowledgements

I owe a special gratitude to my supervisor Dr. Mahmoud Ali Ahmed for guiding me through this study. He provided insightful guidance and support based on his academic intelligence and experience.

I also owe thanks for the coordinator of English Department and indebted to the many students I have taught at different places without them and the feedback I received in my classes this work would have been impossible.

Special thanks go to my colleagues who have helped with running and invigilating the exams.

My thanks also go to the staff members of English Department at the College of languages for their valuable comments and participation in the first round seminar of this research. Special thanks also go to my M.A colleagues of International University of Africa.

## **Abstract**

This study aims at investigating 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 reveal that the majority of Sudanese university students EFL faced problems in translating legal texts. According to the findings of the study, the researcher has recommended the following: mother tongue interference should be taken into consideration when teaching legal texts. Teachers should deliver more exercises concerning legal texts. Students should give more attention to English legal text.

## Abstract (Arabic Version)

تهدف هذه الدراسة لتقصي الصعوبات التي تواجه طلاب الجامعات السودانية في ترجمة النصوص القانونية. استخدم الباحث طريقة التحليل الوصفي لجمع بيانات الدراسة. الأدوات المستخدمة لجمع البيانات هي استبانة معالجة لترجمة نصوص قانونية لعدد 50 طالب من طلاب اللغة الانجليزية جامعة النيلين, جامعة أفريقيا العالمية, جامعة الخرطوم, جامعة السودان للعلوم والتكنولوجيا والمعهد الإسلامي للترجمة لتحليل البيانات استخدم الباحث الحزمة الإحصائية للعلوم الاجتماعية. أظهرت النتائج بان غالبية طلاب الجامعات السودانية يواجهون صعوبات عند ترجمة النص القانوني. اعتمادا على النتائج اقترح الباحث التوصيات الآتية: ينبغي اخذ تأثير لغة الأم في الاعتبار عند تدريس اللغة الانجليزية, ينبغي على المعلمين تضمين المزيد من تمارين النصوص القانونية, كما ينبغي على الطلاب الاهتمام بالنصوص القانونية.

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# CHAPTER ONE

## Introduction

### 1.0. Overview

This introductory chapter will provide a description of the theoretical framework of the study namely, the statement of the problem, research questions, hypotheses, objectives and the methodology of the study. Legal translation is the translation of texts within the field of law. As law is a culture-dependent subject field, legal translation is not necessarily linguistically transparent. Intransparency in translation can be avoided somewhat by use of Latin legal terminology, where possible. Intransparency can lead to expensive misunderstandings in terms of a contract, for example, resulting in avoidable lawsuits.

Legal translation is thus usually done by specialized law translators. Conflicts over the legal impact of a translation can be avoided by indicating that the text is “authentic” i.e. legally operative on its own terms or instead is merely a “convenience translation”, which itself is not legally operative.

Most legal writing is exact and technical, seeking to precisely define legally binding rights and duties. Thus, precise correspondence of these rights and duties in the source text and in the translation is essential. As well as understanding and precisely translating the legal rights and duties established in the translated text, legal translators must also bear in mind the legal system of the source text (ST) and the legal system of target text (TT) which may differ greatly from each other: Anglo-American common law, Islamic law, or customary tribal law for examples. The translator therefore has to be guided by certain standards of linguistic, social and cultural equivalence between the language used in the source text (ST) to produce a text (TT) in the target language. The approaches to legal translation have

been mostly oriented towards the preservation of the letter rather than effective rendering in the target language, legal texts having always been accorded the status of “sensitive” texts and treated as such. A challenge to the unquestioned application of a “strictly literal” approach to legal translation came only in the nineteenth and early twentieth centuries(Sarcevic,2000,p.24).

Different approaches to translation should not be confused with different approaches to translation theory.

The variety of English legal text which shall be considered in the present study is the Standard Modern Arabic Text(henceforth)(SMAT).the types of English legal test employed in study.

Legal translation is one of the most challenging task in the field of translation. It combines the creativity required in literary translation with precise terminology technical translation. Problems may arise due to various reasons like differences in legal systems followed in the countries where the source and target languages are spoken, explicit nature of legal language etc. Hence there is need to approach service providers when legal documents are required to be translated. Legal terminology by its very nature is subjects to incongruity. Legal terms have basis in country specific national legislation. The latter is a product of historical experiences and hence carries certain degree of regional asymmetry. The incongruity varies from near conceptual equivalence to complete voids. This poses a great challenge to accurate translation of legal documents.

Since many source language(SL) expressions may not have precise equivalents in target language(TL) and literal translations may not make sense, sometimes the original expression is reproduced after paraphrasing it. Consequently, the basis issue to be dealt with as far as this part of the thesis is concerned is that students of English Language(EL) and

translation in Sudanese universities face problems in rendering Arabic Legal Text into English. The problem with translation is that there are more practitioners of the discipline who picked it up thorough sheer practice without prior thorough training in the linguistics and more particularly the theory of translations. In the present research, the researcher seeks to provide a clear look at the legal translation both in English and Arabic with aim of exploring the possibilities of translating them from English into Arabic and vice versa. So many areas in English and Arabic need to be examined for the purpose of furnishing English Languages Departments(ELD) at Sudanese universities with a sensible translation syllabus.

‘Specialized translation can be divided into two categories: technical and institutional translation. Technical translation is non-cultural and therefore universal; therefore the terminology is not culture dependent; it is mostly known internationally. Institutional translation, which includes legal translation, is culture dependent; making it typical for particular culture’(Newmark,1988,p.151).

Legal translation is a specialized, culture dependent translation and it is the legal translators’ task to stay faithful to the intent, tone and the formal of the original, source legal document, yet make the text clear and understandable to the audience, without taking any creative liberty, which is considered unacceptable at all in the formal constrains of legal language.

### 1.1 Statement of the Problem:

Linguistic and cultural hurdles pose the greatest difficulties ever to be encountered by professional translators and students of translation. Cultural difficulties will be solved by course of time as students proceed with their work on translation. However, linguistics difficulties can be dealt with in

classroom settings as part of the translation syllabus. Again, the present study will only focus on addressing legal translation. This part of the thesis is concerned is that students of English language and translation in Sudanese universities face problems in rendering Arabic legal text into English and the opposite also holds valid. The viable thing in relation to this present study is to explore quite closely these problematic areas found in Arabic and English legal text with providing solutions and drawing attention of the students.

### 1.2. Questions of the Study:

The present study sets out to answer the following questions:

- 1- What are the similarities and differences between the Arabic and English legal text?
- 2- To what extent can the similarities and differences be addressed to facilitate their rendering in the languages in question?
- 3- What are the problems and solutions should be considered in this study?
- 4- Do undergraduate students actually benefit from exposure to a contrastive analysis approach with the aim of handing the hurdles involved in the legalization systems of both languages?
- 5- Are there any other areas of study in which the present research can be applied other than translation?

### 1.3. Hypotheses of the Study:

The following hypotheses are made in the present research:

- 1- At our Sudanese universities settings, courses of translation are introduced only at very scanty level, one or two courses across the undergraduate years with the effect of having insufficient exposure to such a demanding

discipline as translation. Moreover, the nature of courses taught, i.e. theory of translation, does not allow for adequate practice on translation.

- 2- English and Arabic vary quite considerably in view of grammatical categories, gender, number, case, person as opposed to non-person.
- 3- Therefore, these differences will pose considerable hurdles when it comes to translate legal text from Arabic into English and vice versa.

#### 1.4. Objectives of the Study:

Primarily, the present study seeks to explore the possibility of handling the question of legal translation contrastively for the purpose of eliminating hurdles involved in the translation of legalization system both in Arabic and in English under discussion. The research also tries to find and establish the following goals:

- 1- To explore the extent to which contrastive studies can contribute to the field of language teaching as well as translation in a way that enriches both realms and enhances the of students' languages competence and awareness.
- 2- To elaborate on the question of legalization as a global phenomenon found across the languages of the world with specific reference to English and Arabic.
- 3- To address the issue of legalization in English and Arabic with the aim of pinpointing the differences and similarities and to further work out and establish an approach pertaining to their handling in a way that helps remove the obstacles involved in the translation process.

- 4- To explore the types of hurdles experienced by Sudanese undergraduate students in association with the influence of Sudanese colloquial Arabic.
- 5- The study also seeks to investigate the possible causes of the hurdles and how they can be removed.
- 6- To underscore the potential influences of Arabic as source language(SL)over the English language in connection with the question of legalization.
- 7- The study, by and large, is intended to enrich the realm of contrastive studies conducted on the languages in question.

### 1.5 Significance of the Study:

According to Jerzy Wroblewski(1988)(cited in El Achkar et al., 2005), legal language comes from natural language to which specialized words and specific meanings corresponding to the legal natural of that discourse are added. The difference between natural language and legal language is mostly semantic, not syntactic. It depends on the words as well as on their specific meanings. As inappropriate translation of a text may lead to major problems or lawsuits or may also incur a loss of money, only professional translators specializing in translating legal texts are supposed to be competent enough to translate such documents from the source language(SL) to the target language(TL). Legal translators often consult bilingual law dictionaries, encyclopedias and/ or websites. Most forms of legal texts require clearly and accurately defined rights and duties for all. It is very important to ensure precise correspondence of these rights and duties between the source text and the translated target text. In the legal field, where legal terms are grounded in country-specific legal systems, legal translators face numerous factors that influence their ability to

translate certain terms, which will inevitably lead to a major translation problem. Most of the significant reference textbooks on legal translation are solely devoted to questions of terminology, while characteristic considerations tend to be ignored. The present study derives its importance from the significance of the issue under discussion itself that legalization is a global phenomenon underlying the entire languages of the world, the thing that makes its study worthwhile. Despite the fact that a number of similar studies have been performed on this particular issue in the Arab and other parts of the world, the present study is enormously important as it relates to the Sudanese context. The study is also significant in as much as its findings will have pedagogical implications that will influence the teaching of translation at Sudanese universities. Though the contrastive studies between English and Arabic are of very old standing that they were developed many years ago, contrastive studies in the field of syntax and grammar yet need to be further explored in depth as they affect translation studies quite remarkably.

#### 1.6. Scope of the Study:

One of the limitations to be leveled against the present study is that it is highly restricted to the study of legalization in English and Arabic with no handling whatsoever to the other branches of syntax of the two languages in question. As a representative sample of population, the study is restricted to the undergraduate students of different Sudanese universities.

## 1.7. Methodology of the Study:

In this study, the researcher will adopt descriptive analytical method to describe the problems that encounter Sudanese translators in rendering recent legal texts into Arabic.

This research is descriptive and analytic study that adopts the qualitative approach of data collection. Particularly, students questionnaire is employed in Arabic and English. The questionnaire has been administered to 50 students in their final year. These are Sudanese students whose native language is Arabic and taking English as their majors. The questionnaire is intended to measure the students' translation ability in both languages. Marking the questionnaire, the results will be taken to investigate the weakness and strengths to help formulate a syllabus of English based on contrastive study in English to be taught to students of translation. To conduct this experiment, 50 students have been selected and divided into two major groups, namely control group and experiment group. Both groups will be taught for 20 days, one, and the experiment group through contrastive teaching, the other in English. Full description of the data collection technique is given at the methodology part of this research. Also a questionnaire will be administered to ( 15) colleagues and teachers from different Sudanese universities.

## 1.8. Research Structure

This thesis is divided into five chapters: Chapter One: An introductory chapter(the current chapter)which introduces the entire study specially focusing on the research issue and question, statement, hypotheses, scope of limitations, significance of the research, methodology and an overview on the research structure. Chapter Two: a theoretical framework drawing on all the important theories forming and clarifying the nature and history of contrastive studies in Arabic and English.



This chapter includes a review of literature, which mainly investigates related works, their significance and the extent to which they are different from the present study. This review has also addressed issues connected with the history of and theory of contrastive studies, legalization in the world's languages with a special concentration on English and Arabic(EA). Chapter Three: This chapter portrays the methodology and data collection techniques adopted in this research. Chapter Four is linked with data analysis and discussion. This chapter presents the analysis of data obtained from experiment, teachers' questionnaires, students' questionnaire and classroom observations, whereas, chapter five provides a summary of the study, conclusions, recommendations and suggestions for further studies.

## **CHAPTER TWO**

### **Literature Review**

#### **2.0 Overview**

This chapter provides the theoretical framework of the study as well as exploring some previous related works. The study shall take as a descriptive step the investigation of the history of contrastive studies in general and these conducted between English and Arabic. Related works will be viewed with respect to the definition of contrastive studies and their role in language teaching and translation. The crucial importance of legalization of work's languages will also be dealt with in the present part to pinpoint the necessity of discussing legalization as a global phenomenon.

#### **2.1 Review of Literature**

This part reviews some previous studies similar or related to the present one. It deals with studies carried out both in the Sudanese contexts and outside Sudan so that a global picture of the problem under investigation could be provided. So that translating legal documents is regarded by many researchers as one of the most arduous endeavors; research on legal translation between English and Arabic is predominantly restricted to purely semantic or syntactic issues. For instance, AbuGhazal (1996) outlined a number of syntactic and semantic problems in legal translation from English into Arabic, by analyzing graduate students translations. He primarily aimed at detecting the linguistic and translation problems facing translators in general.

Bentham (1782) developed a radically empiricist theory of the meaning of words, which supported his utilitarianism and his

legal theory. He wanted to abandon what he considered to be a nonsensical mythology of natural rights and duties. Linguistic acts struck him as respectable empirical phenomena, and he made them an essential element of his theory of law. He based his "legal positivism" on his claims about the meaning and use of words. Language had not been especially important to the natural law theorists whose views Bentham despised, so philosophy of language has no special role in explaining the nature of law. Bentham (1782), by contrast, needed the "sensible" phenomenon of a perceptible, intelligible linguistic act for his purpose of expounding the nature of law by reference to empirical phenomena.

In 1994, Hart's book "The Concept of Law" raised issues that have occupied legal philosophers ever since and at the same time; he borrowed J.L. Austin's method of "using a sharpened awareness of words to sharpen our perception of the phenomena" (Hart, 1994, p. 14). That method sets the background for the two problems: "Language and the normativity of law", and "The Semantic Sting". Hart's observations about the use of language in law were the basis of an innovative approach to the challenge of explaining the normativity of law, a problem for legal theory that can be clearly seen, Hart claimed, in the faulty explanation of normative language that had captivated Bentham.

Ronald Dworkin (1968), has opposed Hart's theory of law on the basis that his whole approach to legal philosophy is undermined or "stung" by his approach to words, that he wrongly thought "that lawyers all follow certain linguistic criteria for judging propositions of law" (Dworkin, 1986, p. 45). That is Dworkin's "semantic sting" argument, an argument in the philosophy of language that has set an agenda for much recent debate in philosophy of law.

Mellinkoff (1963) was concerned with what the language of law is and investigated the history of legal language, and brought the language of law down into practice.

In their book, Crystal and Davy (1969) devoted one chapter to the language of legal documents, supported with examples taken from an insurance policy and a purchase agreement. They wrote that "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 (p. 205). They described legal texts as formulaic, predictable and almost mathematic.

Newmark (1982) is another theorist of general translation to comment on legal translation. He noted a difference in the translation of legal documents for information purposes and those which are "concurrently valid in the TL [target language] community." Concerning "foreign laws, wills, and convincing" translated for information purpose only, Newmark suggested that literal or semantic translation, in his own term, is necessary. On the other hand, he stressed that "the formal register of the TL must be respected in dealing with documents that are to be concurrently valid in the TL community." In Newmark's view, such translations require the communicative approach that is target language oriented (Newmark, 1982, p. 47). In this regard, Newmark is one of the few linguists to recognize that the status of a legal text is instrumental indetermining its use in practice. Emery (1989) explored the linguistic features of Arabic legal documentary texts and compared them with their English counterparts.

Emery ended up recommending that trainee translators should develop a sense of appreciation of the structural and stylistic differences between English and Arabic discourse to help produce acceptable translations of legal documents. Though he only made limited inroads into the area of legal translation theory or practice, Emery's article is actually one of the very few works that investigated general features of Arabic legal language, an area of research that has inexplicably been disregarded by Arab translators and theorists.

Al-Bitar (1995) illustrated how legal language differs from other common-core English varieties. In her study, she studied twelve bilateral legal agreements and contracts signed 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 were that the differences lay in the heavy use of complex noun phrases and the high frequency of relative clauses and prepositional relative clauses as post-nominal modifiers of the finite in legal texts (pp. 47- 62).

House (1997) distinguished between two basic types of translation strategies: overt translation in which the target text receivers are overtly 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.

According to House, the latter group includes texts that are not addressed exclusively to the source texts receivers, such as commercial texts, scientific texts, journalistic articles ... etc. (pp. 197-194). Although House does not mention parallel legal texts, which would also belong to this group; in fact all special purpose texts would fall under her category of covert translation.

Hickey (1998) argued that any translation of a legal text must be able to affect its readers the way the ST was able of doing to its readers. She states that the translator must ask

herself how the original text reader would have been affected and ensure an analogical TT1 reader will be affected similarly by his reading of the text but not by any other means (pp. 224-225). Hickey failed to see that a TT might be directed towards different readers in a different context. In this case, it is pointless to pursue a similar effect on the part of the translator.

Hatim, Shunnaq and Buckley (1995) occupied themselves with listing legal texts and their model translations, without setting foot in the field of legal translation theory.

The above studies ignored the pragmatic factors related to legal discourse. Such an approach, which extensively stresses the sensitivity of legal texts, may contribute to the creation of misconceptions about legal translation. In other words, it helps depict it as a process of interlingual transfer (Sarcevic, 2000, p. 2) within an array of restrictions.

Sarcevic (2000), in her book which has a comprehensive survey of legal translation, wrote in connection with parallel legal texts, "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).

As Sarcevic (2000) indicated, "the basic unit of legal translation is the text, not the word" (p. 5). Terminological equivalence has an important role to play, but "legal equivalence" used to describe a relationship at the level of the text may have an even greater importance" (p. 48). 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" (pp. 70-71).

Dickins et al (2003) offered a progressive representation of various translation problems, accompanied by lots of practical

work in developing underlying principles for solving the problems. Theoretical issues were discussed only in so far as they relate to developing proficiency in method.

Although a wide range of texts were dealt with in this book, little attention was directed towards legal texts in the form of pedagogic practice within a framework of more general linguistic issues ignoring the peculiarity of legal texts.

Butt and Castle (2006) burrowed into the roots of traditional legal language and its peculiar characteristics that make legal documents aloof from 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. Moreover, they emphasized the benefits of drafting in plain language and confirming the fruitfulness of its use. Like Mellinkoff (1982), they surveyed the reasons for the current alarming state of legal drafting, as well as provided guidance on how to draft well. Their book is the most recent addition to the Plain English Movement that is discussed in the next chapter. It argues that it is actually "safe" and constructive to break away from old ways of legal drafting into simpler, more communicative ones. Making use of the available literature on pragmatics, the concept of legal equivalence, and the changing role of the translator, the study scrutinizes the applicability to the translation of contracts through comparing and analyzing the translation under investigation.

## 2.2 Definition of Translation

There are some definitions of translation. Nida states that translation consists of reproducing in the receptor language the closest natural equivalence of the source language message, first in terms of meaning and secondly in terms of style.

Newmark in Rudi Hartono states that translation is rendering the meaning of a text into another language in the way that the author intended the text. From the definitions above the translation has the same term “equivalence”. The meaning, context, though, or message of both source of reproducing in the receptor language, the closest natural are equivalent to the message of source language. The first is meaning and secondly is style. The meaning of source language must equivalent. The reader of translation who knows the target language only will be confused if the target language is influenced by the source language.

Translation is the communication of the meaning of a source- language text (SLT) by means of an equivalent target-language text(TLT). The English language draws a terminological distinction(not all languages do) between translating ( a written text) and interpreting( oral or sign-language communication between users of different languages); under this distinction, translation can begin only after the appearance of writing within a language community.

A translator always risks inadvertently(دون قصد) introducing source- language words, grammar, or syntax into the target-language rendering. On the other hand, such “spill-overs” have sometimes imported useful source-language calques and loanwords that have enriched target languages. Translators including early translators of sacred texts, have helped shape the very languages into which they have translated.

## 2.3 Legal Translation

Legal translation is a special and specialized area of translational activity. This is due to the fact that legal translation involves law, and such translation can and often does produce



not just linguistic but also legal impact and consequence, and because of the special nature of law and legal language. Moreover, as is noted, the translation of legal texts of any kind, from statute laws to contracts to courtroom testimony, is a practice that stands at the crossroads of legal theory, language theory and translation theory (Joseph, 1995, p. 14). Therefore, it is essential that the legal translator have a basic understanding of the nature of law and legal

language and the impact it has on legal translation. In this age of multilingualism and communication revolution, the legal translator plays a major role in the process of communication within diverse legal systems. "Translation of legal texts leads to legal effects and may even induce peace or prompt a war" (Sarcevic, 2000, p. 1). Due to the current freedom of social, political and economic interaction between people from all over this global village, the demand for legal translation is more pressing than ever. Traditionally, translation has been considered as an interlingual transfer process. As defined by Catford (1965, p. 1), translation is "an operation performed on languages: a process of substituting a text in one language for a text in another." Liberated from the constraints of traditional translation straightjacket, the translator is "no longer a passive mediator whose main task is to reproduce the source text" (Sarcevic, 2000, p. 3).

Sarcevic (2000) attempts to provide a theoretical basis for legal translation within the framework of modern translation theory. She argues that: Like other areas of translation; the translation of legal texts is (or ought to be) receiver-oriented legal texts authenticated in two or more languages are interpreted and applied by courts in various plurilingual jurisdictions. It is not concerned so much with methods of interpretation but rather with the implications of decision-making process of translators. Above all, it attempts to show how translation strategy is

affected by the communicative factors of reception in bilingual and multilingual jurisdictions. Since the success of an authentic translation depends on its interpretation application in practice, the ultimate aim is to encourage interaction between translators and the judiciary (p. 1).

Sarcevic (2000) regards translation as an act of communication between text producer and receiver. She makes a distinction between direct receivers of legislation, which include all persons affected by the particular instrument, and indirect receivers who are the specialists who have the authority to interpret and apply such instrument. Thus, in a plurilingual setting, the translator is the third participant in this process of communication. Translation of legal documents including contracts is authoritative only if it has been approved by the law. All authenticated translations are just as binding as the original text. Hence, they are not regarded as translations (Sarcevic, 2000, p. 20). Legal translation requires usage of methodology according to the challenges it poses, challenges that are different from the ones connected to other types of specialized translation. According to Newmark (1988, p. 151), specialized translation can be divided into two categories: technical and institutional translation. Technical translation is non-cultural and therefore universal, therefore the terminology is not culture dependent; it is mostly known internationally. Institutional translation, which includes legal translation, is culture dependent, i.e. it is typical for a particular culture. Legal translation is a specialized, culture dependent translation, and it is the legal translators' task to stay faithful to the intent, tone, and the format of the original, source legal document, yet make the text clear and understandable to the receiver, without taking any creative liberty, which is considered unacceptable in the formal constraints of legal language. Experienced legal translators deal with a plethora of translating challenges. The

direct translation of a name of an institution, a concept, or legal terminology, which is understood equally well in the TL, as the original was in the SL may not be found. The technique employed in such cases is referred to as finding a functional equivalence, and it is described by Newmark as "a procedure that occupies the universal area between the SL and the TL" (1988, p. 83).

Translation, as Vermeer (1989) understands it, is not just a process of seeking an equivalent within traditional linguistic tools, but a whole act of translation including, amongst others, the element of consultancy. The aim is to attain a specific translational goal. This aim lays the foundations for the Skopos Theory, which is referred to by Vermeer as follows: "The word *skopos*, then, is a technical term for the aim or purpose of a translation." *Description of Legal Language and Legal Translation* (Vermeer 1989, p. 173). Vermeer's theory of purposeful action, as Nord (1997, p. 12) calls it, or the functionalist approach to translation, which is a term more associated with Nord's findings, establishes the intended receiver, or audience, of the target text as being the main factor conditioning the actual translation. The translation's characteristics depend on the audience's expectations, cultural requirements and communicative needs. Legal translators are obliged to decipher all of the meanings included in the SL through the detailed analysis of its contents. Such analysis will not only be of a linguistic nature, but it also necessitates some legal knowledge of the text's contents if it is to be understood properly. This means that the translator must engage in the analysis of some of the legal bases of the text's meaning. The best way to do this is to find some accessible information, or credible consultants through which any possible doubts can be dispelled. Following this, if the translator is sure about what each part of the source text exactly means, the next level of the

translation can take place, namely seeking out the best vocabulary and linguistic structures with which to express the meanings included in the source text and produce a perfectly understandable and natural target text.

#### 2.4. Legal Texts:

The research aims at identifying some of the problems that Arabic translators face in translating legal texts and, as far as possible, suggesting viable solutions. Legal language was originally oral; any writings served only as a report of the oral ceremony (Tiersma, 1999, p. 36). Although the translation of legal texts is among the oldest and most significant and the most immensely produced all over the world, legal translation has long been neglected in both legal and translation studies (Sarcevic, 2000, p. 1).

The legal translator plays a major role in the process of communication within diverse legal systems. "Translation of legal texts leads to legal effects and may even induce peace or prompt a war" (Sarcevic, 2000, p.1). Legal texts are formulated in a special language that is subject to particular syntactic, semantic and pragmatic constraints. Furthermore, legal language is system bound, and hence is perceived of as a product of a specific history and culture. The language of law mainly involves "parole" rather than "langue". Recognizing that "parole" is inseparable from "judicial acts", the language of law can be described as a "language of action". Sarcevic (2000) states that "the primary role of language in normative legal texts is to prescribe legal actions, the performance of which is intended to achieve a specific goal" (p. 133). Similarly, Beaugrande and Dressler also regard a legal text as "a communicative occurrence produced at a given time and place

and intended to serve a specific function. It is the function of legal texts that makes them special: they are instruments of law" (1981, p. 3). The written legal text is, above all, intended to be read, and understood perhaps only after several rereading.

Crystal and Davy express this idea as follows:

It is essentially visual language, meant to be scrutinized in silence: it is, in fact, largely unspeakable at first sight, and anyone who tries to produce a spoken version is likely to have to go through a process of repeated and careful scanning in order to sort out the grammatical relationships which give the necessary clues to adequate phrasing (1969, p. 194).

Tiersma (1999: 139) classifies legal texts into three classes according to function: operative documents, expository documents and persuasive documents. Operative documents have a performative function, in other words, the function of performing an act by the very fact of being uttered.

Examples given are pleadings, petitions, orders and statutes, and private legal documents such as wills and contracts. Due to the nature of performative functions, operative documents have a rigid structure as well as formulaic language, and are therefore difficult for lay people to understand. On the other hand, expository documents such as office memoranda and persuasive documents like briefs to court are not as formulaic as operative documents, and have a less rigid structure.

## 2.5 The Notion of Legal Language – Real or Fictitious

The notion of legal English as a variety of language (Tiersma 1999, p.49) has often been used in order to highlight its differences from the stereotypical interpretation of ordinary language, without assuming that it may for this reason be seen as a different language.

Legal language has also been defined as a dialect, but this designation does not appear appropriate if the idea of dialect is understood to refer primarily to notions of geographical location. From another perspective, Tiersma (1999, p. 133) also mentions legal dialects and distinguishes, for instance, between the legal English spoken in British contexts and American contexts. Some interesting examples related to (in particular lexical) differences between the two spheres are mentioned in Tiersma (1999, p. 134): Sometimes one word has different meanings in various jurisdictions. In American legal English, a judgment is the disposition or outcome of a case. In England judgment also refers to the statements of reasons for the disposition, something that American lawyers call an opinion. An appellate court affirms or reverses a lower court's judgment in the United States, while it allows the appeal or dismisses it in England. A brief is an argument to the court in the United States, while it is a written case summary for the guidance of a barrister in England. Corporate law in America is company law in England. Legal idioms may also differ from place to place. An American lawyer is admitted to the bar, while a British barrister is called to the bar and may eventually talk silk (become a Queen's Counsel). (Tiersma 1999, p. 134). The terms, jargon or argot, are also occasionally used to identify specific professional languages, but they often tend to be associated with an aura of complexity and incomprehensibility. Similarly, expressions such as legal lingo and legalese tend to be attributed a relatively negative connotation and are not frequently used. With particular (but not exclusive) reference to the language used in the courtroom, Danet (1980) talks about language in the legal process, and Levi and Walker (1990) often use the expression language in the judicial process. On a practical note, scholars have also remarked that there has been a tendency to avoid the

term legal in order to circumvent potential confusion with lawful (Mellinkoff, 1963).

### **2.5.1 Ambiguity**

"Ambiguity of language is to be distinguished from unintelligibility and inaccuracy their significance seems doubtful and uncertain to persons of competent skill and knowledge to understand them." (Black's Law Dictionary).

A large part of legal English and Arabic vocabulary consists of words that carry both specific legal meanings and ordinary use meanings. For a translator, it is necessary to discern the meaning correct in the circumstances. To translate polysemous words correctly, the 'context of utterance' – the immediate physical, temporal and verbal environment in which the communication takes place – becomes crucial (Alcaraz and Hughes, 2002, p. 37). An example is: "I went to the bank", the word "bank" could give the meaning of "a business place" or "a land along the side of a river". Another type of ambiguity may arise from the syntax. To solve it is not in the scope of a translator's competence. Alcaraz and Hughes (2002, p. 45) state that "[s]ince the ambiguity is inherent in the syntactic structure of the sentence, any translation that reproduces this is bound to be correct, in the sense that it will be equally ambiguous, and for the same reason. And that is what translators must do in cases of this kind, since it is no part of their business to decide between alternatives (...)"

## **2.6 Definition of Legal Texts:**

A legal text is very different from ordinary speech. It is any piece of writing that carries an obligation or allows certain actions or things, makes a binding promise, or sets out penalties to be imposed in case of violation(انتهاك). This is especially true

of authoritative legal texts: those that create, modify, or terminate the rights and obligations of individuals or institutions. Such texts are what Austin (1962) might have called "written performatives". Lawyers often refer to them as operative or dispositive.

Authoritative legal texts come in a variety of genres. They include

documents such as: constitutions, contracts, deeds, orders/judgments/decrees, pleadings, statutes, wills. Each genre of legal text tends to have its own stereotypical format and is generally written in legal language or "legalese" (الكلام القانوني). Thus, a contract contains one or more promises, a will contains verbs that transfer property at death, and a deed transfers property during the lifetime of its maker. "Laws are in essence attempts to control human behavior, mainly through a system of penalties for law breaking. The Law exists to discourage murder and theft, and bad faith in business dealing among other offences". (Gibbons, 1994, p.3) The concern is a special language that has been developed to become the domain of special people, in a professional rather than a social sense. Referring to a definition of special languages as "semi-autonomous, complex semiotic systems based on and derived from general language".

Sager (1990) makes the point that the effective use of such special languages "is restricted to people who have received special education and who use these languages for communication with their professional peers and associates in the same or related fields of knowledge" (p. 105).

Gibbons (1994, p.3) makes the point that "... the basic concepts of rights and obligations of a member of a community are deeply embedded in the fabric of language itself, and existed before there were codified laws." He argues that language precedes laws, and has hence constructed and continues to



construct them, rather than the opposite. Even the concepts of "murder" and "guilt", for instance, did exist in languages even before laws were conceived or codified (Gibbons, 1994, p.3).

Another view of the origins of legal texts can be gleaned from Maley: "Particularly in literate cultures, once norms and proceedings are recorded, standardized and institutionalized, a special legal language develops, representing a predictable process and pattern of functional specialization.

In the Anglo-Saxon common law system, a discrete legal language has been apparent since post-conquest England, which in many essentials has persisted to the present day." (Maley, 1994, p.11). Although Maley can be interpreted as saying that legal concepts had existed first and that a special language was created or developed to cater for these concepts, it can be argued that the "discrete legal language" referred to was in fact part of the existing language which was then modified, or simply exclusively allocated for use by legal practitioners and judges. There is evidence to support the second interpretation. We all use the words "actual", "bodily" and "harm" in our everyday conversation. They are neither technical nor highly learned terms.

In combining the three words together, the Penal Code has given a completely new meaning to this combination in the criminal charge "assault occasioning actual bodily harm". The word "actual" is the key element in proving the charge against the offender. It means that the skin of the victim should have been opened through the use of personal force or of a certain weapon before the charge could be found proven. More interestingly, from a technical viewpoint is the fact that: If a person is caused a hurt or injury resulting, not in physical injury, but in an injury to the state of his mind for the time being, that is within the definition of actual bodily harm. An assault which causes a hysterical and nervous condition is an assault

occasioning actual bodily harm." (Bartley, 1982, p. 59). Thus, we have a situation where "actual bodily" actually refers to "bodily" as well as "mentally". This is obviously contrary to our normal understanding of the word bodily to mean just the opposite of "mentally". "Weapon" is another term that is used differently in a legal sense.

Contrary to the general idea we usually associate to this word, namely war machines and firearms, in law it simply means anything that is used to commit an assault offence. But back to "actual", the precise meaning of the term, in a legal sense, becomes even more important and crucial when it is contrasted with another term, "grievous", in another criminal charge (under the Act بموجب القانون ): "assault occasioning grievous bodily harm". "Actual" and "grievous" are modifiers of crimes at different levels of seriousness expressed through the use of words that had already existed in the English language but were then made to acquire specific and precise meaning for the proper conduct of law. The superlativeness of "grievous" is obvious in this charge as it was in Mark Anthony's "And "grievously" hath Caesar answered it" (William Shakespeare, Julius Caesar; Act 3 Scene 2).

The time span separating the two usages of this term, nearly three hundred years, has changed neither its main concept nor its superlativeness. It is only that the law has given it a significantly technical weight which the prosecution would usually endeavor to prove and the defense would either deny or downgrade to "actual", in which case the lesser charge would then carry a lesser sentence.

It is this special usage, or special meaning, given to ordinary words that made Mellinkoff theorizes that "... the language of the law depends for survival upon those it unites in priesthood – the lawyers ... only the lawyers can exploit the capabilities of the language of the law ...."

(Mellinkoff, 1963, pp. 453 - 454). Others have even suggested that the legal language can be reduced to English only in translation (within the same language), and consequently that the language of the law is not yet a part of English until such translation process has been achieved.

Morrison (1989), who is critical of Mellinkoff's "rhetoric" and the "excesses" of others, makes the point that the debate surrounding the language of law is not unique, as it has also existed in the area of philosophy and mathematics, among others. The question at the core of the controversy, according to her, is whether or not lawyers, after all, use the language, and if the answer is in the negative, as some suggest, they actually failed to prove their case beyond doubt and in fact had created more questions than answers. She sums up her argument, without exaggerating to prove the correctness of her point of view, but strongly enough to rebut the argument that the language of law and the ordinary language are not one and the same.

"Is there, then, "no truth" in some form of the "expert's only" study?

The answer is, there is some truth. There is something distinctive about how lawyers speak, although this feature is not distinctive to only legal language; and there is something distinctive about the meanings of some "legal" words although this distinctive feature falls short of turning the language of the law into a technical language that only lawyers speak and falls short of being unique to legal language." (Morrison, 1989, pp. 286- 287) the distinctness that Morrison (1989) refers to is in the high level of care lawyers" use in their speech rather than technicality, and that this level of care itself is responsible for making the language of law somewhat alien to non-lawyers. She further makes the point that speaking carefully rather than technically is not exclusively limited to the legal profession.

Whilst it is true that lawyers make a distinction between "verdict" and "judgment", "accused" and "defendant", "summons" and "subpoena", it is also true that this is motivated by lawyers' preference for particular terms to refer to particular persons, things or concepts. This is not unlike the colorist whose range of colors he knows by name is wider than that used by lay persons. A colorist may refer to Persian turquoise or American turquoise, while a lay person may refer to both as shades of blue. In both cases, the use by lawyers and colorist of the "preference-among-meanings phenomenon", as Morrison calls it, that is the preferred term chosen from a range of very close options, could lead to difficulties in conversations between lawyers and colorists on the one hand and lay persons, on the other. She concludes that both use their words more carefully, but not technically. However, she refers to their words more carefully, but not technically.

However, she refers to their words as "jargon" or "trade talk", without elaborating on whether this in itself is not considered a precursor for the existence of a technical language, which I call here "legal language".

## 2.7. Difficulties of Legal Translation:

Translation consists of a lot more than simply taking a text writing in a language and converting the text to a completely different language. In order for it to make sense and flow in a clear and accurately conveyed legal language, the translator must command a deep knowledge of a legal systems referred.

It is simply not enough to be simply proficient in two languages to do specialized translations in the legal field. Specialized legal knowledge is an absolute requirement and involves years of study.

Numerous skills are at play when you are translating, and legal documents, in particular, demand a lot from the translator. Serious challenges are often faced by translators when assigned a legal project. With such texts, there is simply no room (مجال) for error: the smallest of errors can have very serious consequences and can be very expensive (مكلفة جدا) for the client.

### **2.7.1 Challenges in Legal Translation**

The nature of the legal language and the law accounts for most of the difficulties and complexities involved in legally translating a document. Legal translation is a difficult niche within the translation field because each country has its own unique legal system and legal terminology that must be accurately conveyed in the target language of the translation. In addition, aptly referring and explaining the two legal systems and the standard linguistic and cultural differences between the societies of the two languages makes the translation task more arduous (شاق) for the legal translator.

Legal systems are representative of the societies they were founded in; each society, in turn, is built on unique social, cultural and linguistic structures. In other words, the law and legal language of a country reflect the overarching legal system, which in turn reflects the history, culture and evolution of the country. The incongruence of the two legal systems the legal translation refers to constitute the core of the challenges in translating a legal document.

### **2.7.2 The Terminologies are Too Different**

The legal terminologies between the source language (SL) and target language (TL) often vary widely- this is the standard difficulty faced by legal translators. When translating, the translator must constantly compare the two legal systems of the two languages she\he is tackling.

### **2.7.3 Differences in Culture**

The legal language and of a law country reflect its culture. The legal translator must understand the cultural differences of the legal systems of the two societies she\he is addressing in his\her legal translation.

### **2.7.4 Legal Style**

All legal languages are distinct languages unto themselves- each is highly specialized with its own style, shaped by the legal traditions and culture of the relevant country.

### **2.7.5 Degree of Difficulty**

The difficulty in translating a legal text depends on the two legal systems referred to by the source and target language and the nature of the target and source languages themselves. Legal translations are in some ways more complex than other types of translations, although the translator's specialty should fit the project being translated. Translating children's books or movies, for example, require a different skill set from legal translations.

For example, the difficulty of a legal translation may refer to:

- Two legal systems communicated in legal languages that are similar- this may result in an easy translation.
- Two similar legal systems communicated in two legal languages that are different, which may result in a not-too-difficult translation.
- Two completely different legal systems with two legal languages that are closely related. Such a project would be of considerable difficulty for the translator.
- Two distinctly unrelated legal languages and systems. This pairing of two cultures and languages is the hardest for a legal translator.
- In other words, the level of difficulty in a legal translation depends completely on the affinity level

between the relevant legal systems and source and target languages.

## 2. 8 Qualities to Look for in a Legal Translator

Because legal translation is one of the most difficult and complex translation projects to undertake, it is vital that the translator has the following skills:

- Be fully acquainted with the legal writing style of the target language.
- Be knowledgeable of the legal systems of the two countries of the source and target languages.
- Be able to research the legal concept of a term in the source language when the equivalent term in the target language is not obvious.
- Be acquainted with the original document's terminology.
- Be capable of, first decoding the source language text when it is difficult to find an exact translation of a segment of the document, and second, convey the original meaning of the text segment in the target language as much as possible.
- Be fully cognizant of the purpose and intended use of the translated document. This influences both the translation and the translator's approach to it. The translation's terminology, tone, phraseology, syntax and other aspects of the translation depend on the purpose of the translation.
- Be detail-oriented and faithful to the meaning and length of the document to be translated. In legal discourse, details are important and should be properly conveyed in the translation. Translators should not consider cutting text or shortening the number of words

that may come across as redundant, as length and repetition are stylistic features of the original legal text and serve a vital purpose.

## 2.9 Legal English Throughout the World

Tiersma (1999) also mentioned that English colonizers transported legal English throughout the British Empire, including North America. Despite antipathy towards lawyers and the English, the Americans maintained English legal language. The Articles of Confederation were linguistically full of legalese. Although Thomas Jefferson advocated improving the style of statutes, it did not really follow through. The Declaration of Independence and American Constitution are elegant and relatively simple, but in general, American legal language closely resembled that of their former colonial masters. The same is true in other former English colonies. To a large extent, the retention of English legal language is closely related to the retention or adoption of English common law. People who adopt concepts from another culture tend also to adopt the words used to describe those concepts. (<http://www.languageandlaw.org/NATURE.HTM>).

It was evidenced that the English legal profession was trilingual: it used Latin, French, and English and this suggests the term "legal trilingualism" (Tiersma, 1999, pp. 33–34). Latin was for written pleadings and legal records; English was for hearing witnesses, while French was for oral pleadings. Sometimes, all three languages would appear in the same legal document. These languages also influenced one another reciprocally.

A good example is a case report, from the mid-16th century, which begins in law French, then changes to English due to the language of the bond at issue forming the subject of



the case (the text is also littered with Latin expressions) and ends up again in law French (Tiersma, 1999, pp. 33–34). All of this largely explains the features of legal English today. There are many relationships between language and law. In modern societies, most rules of law are written rules. They are laid down in statutes or can be found in court judgments. It is difficult to imagine a modern society without written legal texts. As a consequence, law and language are closely related. Law needs language. In the next Chapter, legal texts are discussed to identify some problems and difficulties in translating legal texts.

## 2.10 Origins and History of Legal Language

Legal language has had its own historical development, which is parallel to, but is often independent of, the historical development of the rest of the English language. Ordinarily, languages change over time through use—words develop new meanings and old meanings are lost; archaic terms drop out of the language; grammatical structures shift to reflect changes in the status of competing dialects. But legal language develops many of its forms and meanings through a legal and not an ordinary linguistic process.

A good example of this is the legal meaning of "fresh" as in "fresh fish." The lay person's understanding of "fresh fish"—based on the most common current meaning of the word "fresh," as it has developed—is likely to be "fish that was recently caught." But the legal definition, as set by regulations, is fish that has never been frozen, no matter when it was caught. It is the courts, legislatures, and government agencies, which decide the legal meanings of terms, not ordinary usage and historical change.

How did legal language get to be the way that it is? How did it

develop? The answer to such questions is through the history of the language of lawyers that was mentioned in the Legal Language book by Tiersma (1999).

### **2.10.1 Celts, Anglo-Saxons, and Danes**

#### **The Celts**

In "Legal Language", Tiersma (1999) mentioned that there are virtually no remnants of the legal language of the original Celtic inhabitants of England, although there are some indications that it was poetic and not particularly comprehensible for ordinary people, a theme that continues to resonate. (<http://www.languageandlaw.org/NATURE.HTM>)

#### **2.10.2 The Anglo-Saxons**

Tiersma (1999) also mentioned that the Anglo-Saxons pushed the Celtic language to the fringes of Britain. Some Anglo-Saxon words or legal terms have survived until today, including "writ", "ordeal", "witness", "deem", "oath" and "moot". Words had an almost magical quality in Anglo-Saxon legal culture. Their law used alliteration and conjoined phrases, a practice that has, to a limited extent, survived to the present (as in "rest", "residue" and "remainder"). The increasing linguistic complexity of Anglo-Saxon laws led to more complicated legal language, suggesting that the complexity of legal language may to some extent simply reflect an increasingly complicated society. (<http://www.languageandlaw.org/NATURE.HTM>).

#### **2.10.3 Latin and the Advent of Christianity**

Tiersma (1999) also added that Christian missionaries landed in 597 and (re)introduced Latin. Latin terms, that entered legal language in this period, include words like "clerk". One impact of Christianity was to encourage the use of writing, which was later to have a tremendous impact on the law. Although Latin was incomprehensible to most of the population,

it enhanced communication at a time when there was no standard for written English. By the end of the thirteenth century, statutes written in Latin started to become common. Royal courts were established and a class of professional lawyers emerged. (<http://www.languageandlaw.org/NATURE.HTM>).

#### **2.10.4 The Norman Conquest and the Introduction of French**

##### **William the Conqueror Invades England**

Tiersma (1999) further mentioned that the Norman Conquest in 1066 placed French-speaking Normans in virtually all important positions in England; French thus became the language of power. Virtually all English words relating to government are originally French. The Normans initially used Latin rather than French as a written language of the law. Only around 200 years after the conquest did French statutes appear. They remained French until the 1480s. Strong evidence that the courts operated in French did not appear until the end of the 13th century. The use of French in courts seemed tied to the expansion of jurisdiction of royal courts during this period; royal courts were logically conducted in French, which was still the language of the aristocracy and royal household at this time. In a sense, therefore, adoption of French for legal purposes could initially have promoted communication with those most affected by royal law. (<http://www.languageandlaw.org/NATURE.HTM>) Ironically, at the same time that French was in ascendancy as the language of the law, use of Anglo-French as a living language was beginning to decline. It is probably no accident that this was also the period when a professional class of lawyers arose. Soon after 1400, Anglo-French was virtually extinct as a living language, but it had become firmly entrenched as the professional language of lawyers. (<http://www.languageandlaw.org/NATURE.HTM>).

### 2.10.5 The Continuing Use of Latin

According to Tiersma (1999), throughout this period, Latin continued to be used as a legal language. It came to be known as "Law Latin," and included various legal terms of French origin, as well as English words when clerks did not know the Latin. Legal maxims, even today, are often in Latin, which gives them a sense of heightened dignity and authority. Names of writs (mandamus, certiorari) and terminology for case names (versus, ex rel., etc.) are still in Latin, perhaps a reflection of the use of Latin for writs and court records until the early 18th century.

(<http://www.languageandlaw.org/NATURE.HTM>).

### 2. 10. 6 Law French

Tiersma (1999) also mentioned that French eventually became a language used only by lawyers, and became known as "Law French." Early efforts to abolish it in court proceedings failed. Possible reasons for the retention of Law French after its demise as a living language include claims that it allowed for more precise communication, especially with its extensive technical vocabulary, the dangers of having ordinary people read legal texts without expert guidance, the conservatism of the profession, and a possible desire by lawyers to justify their fees and to monopolize provision of legal services. If nothing else, it reflects the conservatism of the profession at the time.

(<http://www.languageandlaw.org/NATURE.HTM>)

Some of the characteristics of Law French that have left traces in today's legal language include addition of initial *e* to words like *squire*<sup>2</sup>, creating *esquire*; adjectives that follow nouns (*attorney general*); simplification of the French verb system, so that all verbs eventually ended in *-er*, as in *demurrer*<sup>3</sup> or *waiver*; and a large amount of technical vocabulary, including many of the most basic words in English legal system.

(<http://www.languageandlaw.org/NATURE.HTM>).

## 2.11 Legal Language as a Distinctive Genre

Legal genres are defined in the following manner: "The highly institutionalized and sometimes ritualized discourse of the law often follows regular patterns; organized sequences of elements which each play a role in achieving the purpose of the discourse". (Gibbons, 1994) Some fundamental written genres in legal English are statutes (legislative writings), cases, law reports, law review journals and law textbooks. The language of law functions as a spoken and written medium for exchanging information between people participating in various legal situations happening in different legal settings. For centuries it has succeeded in keeping its special status. Legal language is a distinctive genre of English. Maley (1994) considers it "a medium, process and product in the various fields of the law where legal texts, spoken or written, are generated in the service of regulating social behavior" (p. 11). From historical records it is apparent that the language of law has always differed from common-use-language. It has been too difficult for a layman's mind to comprehend legal writing. From a slightly different perspective, Bhatia identifies various genres within the wider category of legal writing. Bhatia (1993) starts from the definition of genre given by Swales: Genre is a recognizable communicative event characterized by a set of communicative purpose(s) identified and mutually understood by the members of the professional or academic community in which it regularly occurs. Most often it is highly structured and conventionalized with constraints on allowable contributions in terms of their intent, positioning, form and functional value. These constraints, however, are often exploited by the expert members of the discourse community to achieve private intentions within the framework of socially recognized purpose(s).

(Swales 1981 cited in Bhatia, 1993, p. 13) He then comments upon this definition, saying that genre "is primarily characterized by the communicative purpose(s) that it is intended to fulfill. This shared set of communicative purpose(s) shapes the genre and gives it an internal structure". (Bhatia, 1993, p.14). As a consequence, the best way to recognize and classify texts belonging to specific genres is to look at the purpose of the text itself. Bhatia highlights also that thanks to their experience within a certain specialist professional or academic community, experts acquire the ability to cope with the structure and the conventions of a specific genre and "although the writer has a lot of freedom to use linguistic resources in any way s/he likes, s/he must conform to certain standard practices within the boundaries of a particular genre" (Bhatia, 1993, p. 14). Therefore, a text belonging to a particular genre is expected to contain certain elements and not to contain others; it must include a minimum of obligatory elements that, in addition, are supposed to be recognized by those who take part in the social action.

Bhatia finally provides his own definition of genre as "an instance of a successful achievement of a specific communicative purpose using conventionalized knowledge of linguistic and discursal resources" (Bhatia, 1993, p.16). As far as legal language is concerned, Bhatia points out that there are a variety of legal genres. According to his classification, the primary legal genre is legislation, which serves the main purpose of ruling society by creating and maintaining "a model world of rights and obligations, permissions and prohibitions" (Bhatia, 2006, p. 1). A further set of legal genres includes judgments and cases, which can be considered as the applications of the legislative intentions expressed through legislation. If on the one hand a legislative provision expresses the ideas, intentions and values of a model world, a legal

judgment, on the other hand, has to deal with the events that take place in the real world and that, in most cases, differs completely from legislators' original intentions. "Judgments and cases are thus the written records of negotiation of justice, which can be viewed as attempts to enforce legislative intentions to bring the real world closer to the model world" (Bhatia, 2006, p. 4).

There are two more sets of legal genres: the target genres and the enabling academic genres. The target genres include a range of professional genres (products and instruments of legal practice): property conveyance documents, contracts and agreements, including insurance documents, court case documents, and affidavits of various kinds (Bhatia, 2006, p. 6). The enabling academic genres include both academic legal genres that are used to train legal professionals (textbooks, legal problems, moots, and examination essays) and the genres which serve as interface between the academy and the profession (legal memoranda, critical essays, problem-solving essays, and pleadings). The function of these pedagogic genres is to explain and interpret that model world which should be created through and governed by legislation in light of what effectively happens in our real world, with the aim of training those professionals who will perform legal practice (Bhatia, 2006, p. 6).

Although all these genres may appear to be very different and independent from one another, there can be a mutual exchange among them. For example, the author of a textbook about criminal laws will be undoubtedly influenced by the language used in the body of laws that relates to crime and will thus use words, expressions and even grammatical structures that are peculiar to that legal genre.

## 2.12 Register

The question of register has been addressed by many linguists and translation theorists. Register is basically defined as a variety of language that a language user considers appropriate to a specific situation (Baker, 1992, p.15). Halliday (1985, p. 38) provided an abstract definition of register: a register is a configuration of meanings that are typically associated with a particular situational configuration of field, mode and tenor. Apparently, language users utilize a variety of registers to suit a variety of situations, and that the concept of a "whole language" cannot be of much use for many linguistic purposes (Catford, 1965). Registers are distinctive varieties of language used in different types of situation.

Situation types, and the registers associated with them are conventionally recognized in a society. They form part of an individual's communicative competence that is, s/he can speak or write a number of such varieties and recognize many more originating from others, including professionals. A statute, an election speech, and an economic contract are all distinctive in language. One sentence from any of these and many more such situation types would enable him/her to identify it correctly.

In describing legislative writing, Bhatia (1994, pp. 136-137) states it is highly impersonal and de-contextualized, in the sense that its illocutionary force holds independently of the speaker or originator, on the one hand, and the hearer or the reader, on the other. Bhatia makes the point that since the general function of legislative writing is directive, namely to impose obligations and confer rights, and given that human nature is what it is – trying to wriggle out of obligations and to stretch rights to unexpected limits – legal draftsmen "attempt to define their model world of obligations and rights permissions and prohibitions as precisely, clearly and unambiguously as linguistic resources permit" in order to guard



against human eventualities of this nature Bhatia (1994, p. 137). Paradoxically, however, those draftsmen have to guard against eventualities of another type.

If we take legal language to be the sign, and the society as the user of that sign, we will be looking at elements like function, context and comprehension. Legal texts do not only describe, report and narrate facts, information and arguments, but also they can be used to impose obligations, regulate relationships and perform legal actions (Austin,1962).

After the introduction of the speech act theory by John Austin in 1962 and the latter elaboration on the theory by Searle (1979), many theorists have explored the applicability of this theory to legal language. Legal language was found to display two main speech act types: descriptive (informative) and prescriptive (vocative) discourse. In dealing with contracts, Trosborg (1995, p. 312), while acceptably emphasizing that legal speech acts cannot be translated literally, classifies them as directive, commissive and constitutive. She uses the word constitutive to denote sentences used to explain or define expressions and terms in the contract or to supply information concerning the application of the statute. She discusses the meaning of verb forms in legal speech acts in a translation perspective.

Austin (1962) proposes a series of success conditions for a performative utterance to meet or else the speech act will fail, moreover, Nord (1997, p. 35) describes the adequacy of a translation in the following terms:

This means the translator cannot offer the same amount and kind of information as Source-text producer. What the translator does is offer another kind of information in another form. Within the framework of Skopos theory, "adequacy" refers to the qualities of the Target text with regard to the translation brief: the translation should be "adequate" to the requirements of the brief.

The context of the translation, its purpose (Skopos) and the nature of the text and the text receivers can be quite decisive. However, the translation commission can contribute significantly to the quality and functionality of the translation by providing the translator with information about the intended target-text functions, addressees, the prospective time, place and motive of production and reception of the text. (Nord, 1997, p. 137).

One of the primary tasks of the translator is to produce a text that can be interpreted and applied as intended by the legislator. Legal translators must strive to produce a text that expresses the intended meaning and achieves the legal effects intended by the author. In the legal domain, this is known as legislative intent. Mohammad et al (2010). In contracts, this is known as the intent or will of the contracting parties. Based on that, a sufficient communication process within the mechanisms of the law can be said to have taken place when the translated versions of a single text are interpreted and applied uniformly as intended by the contracting parties. (Sarcevic, 2000, p. 73).

### **2.12.1 Field of Discourse**

Field of discourse determines the use of specialized language and affects the language user's choice of linguistic items depending on what kind of action the language user is involved in, apart from the immediate action of speaking or writing. Linguists agree that there is a difference between the field of discourse and the subject matter of any piece of writing. An act of parliament which controls the importation, manufacturing and distribution of certain products is actually about controlling, that is regulating, these things. This is a legal field of discourse, although the subject matter is products and some importation aspects. Likewise, a decree announcing the appointment of a manager, or to establish a new division, is issued usually to declare and enforce.

If legal language is taken to be the sign and the society as the user of that sign, we will be looking at elements like function, context and comprehension. Legal texts do not only describe, report and narrate facts, information and arguments, but also they can be used to impose obligations, regulate relationships and perform legal actions (Austin 1962).

### **2.12.2 Mode of Discourse**

Mode of discourse, on the other hand, is a term that refers to "what part the language is playing, what it is that the participants are expecting the language to do for them in that situation: the symbolic organization of the text, the status that it has, and its function in the context, including the channel (is it spoken or written or some combination of the two?) and also the rhetorical mode, what is being achieved by the text in terms of such categories as persuasive, expository, didactic, and the like" (Halliday and Hasan, 1985, p. 12).

It is the linguistic reflection of the relationship that the language user has to the medium of communication. It refers to the role that the language is playing and the medium through which it is playing it. Mode is closely linked to the channel of the discourse which refers to the medium through which the text is being transmitted. Mode should always be thought of on a kind of continuum, e.g. an email will show features of both spoken and written modes.

Legal texts usually regulate, declare, create responsibilities, prohibit or allow, sanction, censor, and so forth. This is usually done in writing, but sometimes orally as well. In fact, even judgments and orders made by magistrates and judges in courts have their origin in writing. An apprehended violence order or an eviction order usually follows a set format which the magistrate simply spells out with variation only to the personal details, dates and similar variables. It should be noted that such orders are then written down on the court papers. "Therefore,

much legal writing is by no means spontaneous but is copied directly from "form books", as they are called, in which established formulae are collected" (Crystal and Davy, 1969, p. 194).

Legal texts are written to be read as if overheard (to be read as if thought). Given their importance as regulatory and declaratory instruments, legal texts are used and acted upon only after they have been read and scrutinized. The above formula also means that what is allowed in ordinary speech is usually not allowed in legal texts. The verbal apostrophe in "he's" and "I'm", for example, is not allowed in legal texts. Furthermore, specific writing conventions have to be adhered to in such texts, even if they had been first spoken (as in the case of orders and judgments).

### **2.12.3 Tenor of Discourse**

According to Halliday and Hasan (1985), the tenor of discourse refers to: 'who is taking part, to the nature of the participants, their statuses and roles: what kinds of role relationship obtain among the participants, including permanent and temporary relationships of one kind or another, both the types of speech role that they are taking on in the dialogue and the whole cluster of socially significant relationships in which they are involved?' (Halliday and Hasan, 1985, p. 12).

The tenor of discourse is often created by the context of the discourse and the way its participants relate to each other. Tenor which refers to the relationship between the addressor and the addressee is also of major importance, given that the language people use varies depending on their interpersonal relationship, and "may be analyzed in terms of basic distinctions such as polite colloquial- intimate, on a scale of categories which range from formal to informal" (Hatim and Mason 1990, p. 50). The language of law is formal. This can be explained by the fact that the law is usually written by the legislative or the

judiciary. Since laws are written for application, one would assume that they should be couched in a language that is easy to understand by all. This is hardly the case, however. More often than not, laws are highly complex, both in structure and terminology or that is how they appear to be at least. Tenor of discourse is also responsible for the frequent use in legal texts of foreign words and expressions. In England, Latin continued to be the language of law for a few centuries even after the year 1400, when English became a standard language following the Middle English phase, when all the dialects of England seemed to be as good as each other, and all of them had literatures. French has also a niche in the English legal texts, and to date some of these are still studded with Latin and French words and terms. Having studied the legal texts in general, it is imperative to study the nature of legal language and this is the topic of the next chapters.

### 2.13 Contrastive Study Between English and Arabic

Stren(1983) insisted that the aim of contrastive analysis is not to present a method of teaching. He showed that it came on purpose of describing across two which can be useful in solving learning problems.

Karimi(2006) conducted a study and listed a group of examples equivalents in English and Persian. He insisted that making good equivalents and translation is dependent on group of factors: syntactic, semantic, pragmatic and cultural systems of the two languages.

Gholami(2009) explained that one of the problematic areas of learning language is vocabulary he showed that some of the problems are as result of polysemy or what it is called multiplicity of meaning for one word.

Al-ashoor(2004) conducted a study about problems of adjective sequencing in English – Arabic translation. The study hypothesized the following: a) translation of adjective ordering poses some serious problems for translators as well as learners of English, b) there are no one –to –one correspondence between the modification systems in English and Arabic , c)there is no one – to-one correspondence between adjective ordering in both languages.

Mansour(n.d) conducted a study entitled “ Appraisal Emotional Adjectives in English\Arabic Translation: A Corpus Linguistic Approach” to argue that some of the Arabic translations of appraisal adjectives found in dictionaries are misleading because they do not reflect the full information about the word: she listed and explained enough clear groups of examples that spell out the main differences between English and Arabic powerful\less adjectival appraisal synonyms. The findings of the study revealed the following some facts: a) even big well famous dictionaries are not enough guarantees to have the full information of the word. Although AMMD and EMD are considered well known and trusted dictionaries for Arabic learners and researchers, the analysis showed some limited, missing, misleading and even wrong translations of appraised adjectives under discussion, b). The data provided about the powerless adjective weak as well as the powerful adjective strong is different and somewhat contradicting information presented by the monolingual dictionaries; AMMD and EMD as well as the monolingual dictionaries; LASD, COED and WCD.

Amer(n.d) studied the main differences between compounds in Arabic and English and identified areas of difficult to be understood Arab learners of English. The study showed there are numerous differences. As a result, errors are expected to be caused because of the difficulty in constructing

English compounds and the negative interference between Arabic and English.

Khudhayer(2010) investigated the Iraqi EFT university students' performance in using adjectives modifiers order in English and the causes of the students' errors and types of such errors. Dependently, finding some solutions to help students overcome the problems they encounter in using adjectives modifiers. The study hypothesized that Iraqi EFT university students do not have the mastery of the rules which govern the use of the order of adjective modifiers in English and they encounter difficulty in their performance.

## 2.14 Different varieties of English

There are two basic different varieties of English American and British.

### 2. 14. 1 Different in spelling

AE	BE	AE	BE	AE	BE
Honor	Honour	realize	Realize	Theater	theatre
Favor	Favour	criticize	Criticize	Center	centre
Odor	Odour	idealize	Idealise	Meter	metre
woolen	woollen	license	Licence	Sulfur	sulphur
traveled	travelled	defense	Defence	Program	programme
inquiry	enquiry	cozy	Cosy	Draft	draught
inclosure	enclosure	check	Cheque	Plow	plough

### 2.14.2 Different in Words

Vocabulary Note that in the following list the words on the left of the colon are the typical of American usage and those on the right of British. However one must emphasize that there is

much overlapping in usage particularly with American terms which are in use in British English.

AE	BE
Apartment	Flat
trash can	Dustbin
Attorney	Solicitor
Barrister	Baby
Buggy	Pram
Bug	Insect
Bus	Coach
Cab	Taxi
Candy	Sweets
Check	Bill
Chips	Crisps
Preacher	clergyman
Clerk	shop assistant
Coed	female student
Store	Shop
Corporation	Company
Diaper	Nappy
Dishpan	washing up basin
Fall	Autumn
Drugstore	Chemist



Dumb	Silly
Elevator	Shift
first floor	ground floor
Gas	Petrol
first name	Christian name
Freshman	first year student
Garbage	Rubbish
Grade	Gradient
Jelly	Jam
Liquor	Spirits
high school	secondary school
Lumber	Timber
Mail	Post
Movie	Film
Cinema	Pictures
parking lot	car park
Penitentiary	Prison
Period	full stop
Pitcher	Jug
Sedan	Saloon
Quarter	Term
Section	District

Sidewalk	pavement
Subway	underground
Truck	Lorry
Vacation	Holiday
Undershirt	Vest
School	College
Ride	Drive
Rise	Raise
Faucet	Tap

### **2.14.3. Different in Grammar**

Tottie(2002) explains how grammar, as opposed to vocabulary, does not have to change in order to reflect a changing reality. When new vocabulary is coined and borrowed in response to new circumstance and new phenomena, the changes in grammar have been relatively few even though there are differences between AmE and BrE. The grammatical examples which are normally given are general and not exclusive for either BrE or AmE, thus variations in dialects and circumstantial use, for instance in conversation, fiction, academic writing ect, might differ in terms of their construction of grammatical features.

Modiano(1996) states that most observers of the English language recognize the differences between AmE and BrE to be found in pronunciation, vocabulary and spelling. However, while punctuation seems to be insignificant, grammatical and stylistic differences are more extensive and important than most observers initially recognize. Some structures might be

accepted in one variety of English while it is considered ungrammatical in the other, although such grammatical differences rarely impede communication. Seemingly minor differences do not cause disruption, but these features are interlinked with the synthesis of lexical choice, pronunciation, spelling ect, which allows communication to proceed without misunderstandings.

#### **2.14.4. Different in Verbs**

Tottie(2002) explains the differences in verb morphology between AmE and BrE. With regular verbs the dental suffix is normally realized as [t] after a voiceless consonant, as in stopped, as [d] after a voiced consonant, as in mailed, and as [id] after a dental consonant, as in ended wanted. There are features of both ending in both AmE and BrE.

Modiano(1996) acknowledges the differences in verb forms as perhaps the most significant dissimilarity between AmE and BrE. A number of BrE verbs have a t-inflection while AmE verbs tend to conform to the standardized –ed structure. These differences constitute a subtle distinction in pronunciation which often goes unnoticed in pronunciation, but indicates in which english a text is written. It is worth mentioning that many AmE conjugations are considered Standard English in BrE, thus both versions are accepted as correct.

<u>AmE</u>	<u>BrE</u>
burn, burned	burn, burnt
dwell, dwelled	dwell, dwelt
get, gotten	get, got
learn, learned	learn, learnt
smell, smelled	smell, smelt
spell, spelled	spell, spelt
spoil, spoiled	spoil, spoilt
spill, spilled	spill, spilt

## 2. 15 Some Translated Contracts from English into Arabic

Sale agreement of a commercial outlet		إتفاقية بيع محل تجاري
<p>On this day, Saturday 15/12/2007 agreement is made between M/S Rashid Saeed Aloufi , Emirates national - in his capacity as the tenant of the commercial outlet # ( 14 and 15 ) as per the tenancy contract issued by M/S Alfardan Real Estate dated 4/4/2007 , hereinafter referred to in this contract as ( the first party ) - ( the seller ) .</p>		<p>بتاريخ اليوم السبت الموافق 2007/12/15 تم الإتفاق بين كل من السادة / راشد سعيد العوفي - إمارات الجنسية - بصفته مستأجر المحل التجاري رقم (15.14) بموجب عقد الإيجار الصادر من السادة / عقارات الفردان بتاريخ 2007/4/4 ويشار إليه فيما بعد في هذا العقد بـ ( الطرف الأول ) - (البائع).</p>
<p>And M/S Viva House Hold( LLC ) , represented by Mr. Mahrada Azeem Dahgan Shad - Iranian national and holder of passport # ( A 5120970 ), hereinafter referred to in this contract as ( the second party ) - (buyer) .</p>		<p>والسادة / شركة فيفا للوازم المنزلية ( شركة ذات مسؤولية محدودة ، ويمثلها السيد/ مهرداد عظيم دهقان شاد - إيراني الجنسية - جواز سفر رقم (5120970 ع ) ويشار إليه فيما بعد في هذا العقد بـ ( الطرف الثاني ) - المشتري .</p>
<p>Whereas the second party stated his desire to buy the outlet whose details are set below, it is agreed as follows:</p>		<p>حيث أبدى الطرف الثاني رغبته في شراء المحل المبين تفاصيله أدناه فقد تم الإتفاق على ما يلي :</p>
<p>1) The introduction is</p>		<p>1- تعتبر المقدمة جزء لا يتجزأ</p>

considered an integral part of this contract to be read with it .		من هذا العقد وتقرأ معه .
2) Sale is made for the amount of ( Dh 335.644 ) ( three hundred thirty five thousand and six hundred forty four Dirham only) detail as follows :		2- تم البيع لقاء مبلغ وفدره ( 335.644 ) درهم ثلاثمائة وخمسة وثلاثون ألف وستمائة وأربعة وأربعون درهم فقط (لاغير) شاملا ومفصلا كما يلي :
- ( 300.000 ) three hundred thousand Dirham , (the value of the assignment and transfer of the subject of tenancy ) for the commercial outlet from the first party to the second party .		- ( 300.000 ) ثلاثمائة ألف درهم ، قيمة التنازل ونقل موضوع الإيجار الخاص بالمحل التجاري من الطرف الأول الى الطرف الثاني .
- ( 10.000) ten thousand Dirham the value of the assignment of the security amount deposited with the land lord from the name of the first party to the name of the second party .		- ( 10.000 ) عشرة الاف درهم قيمة التنازل عن مبلغ الضمان المودع لدى ملك العقار من إسم الطرف الأول إلى الطرف الثاني .
- (25.644) twenty five thousand and six hundred forty four Dirham the value of the assignment of the tenancy period paid to the land lord by the first party from (11/12/2007 until 31/1/2008 ) , that is ( 52 ) days to the second party .		- ( 25.644 ) خمسة وعشرون ألف وستمائة وأربعة وأربعون درهم قيمة التنازل عن المدة الإيجارية المدفوعة لمالك العقار من قبل الطرف الأول من 2007/12/11 لغاية 2008/1/31 أي 52 يوما للطرف الثاني .

<p>3) Both parties agreed to include the name of Mr. Rashid Saeed Aloufi as a fourth party ( fictitious and not actual partner ) in the existing commercial license under the name of M/S Viva House Hold (LLC) , for which a branch ( a show room ) shall be established in the commercial outlet - subject of this contract - to facilitate the procedures of transfer and change of the subject of the tenancy contract of the commercial outlet in future from his personal name to the name of the second party .</p>	<p>3- إتفق الطرفان على أن يتم إدخال اسم السيد / راشد سعيد العوفي طرفا رابعا ( شريك ) شكليا وليس فعليا في الرخصة التجارية القائمة بإسم السادة / شركة فيفا للوازم المنزلية ( شركة ذات مسئولية محدودة ) والتي سيتم إنشاء فرعا ( معرض ) لها سيكون مقره المحل التجاري موضوع هذا العقد وذلك لتسهيل إجراءات نقل وتغيير موضوع عقد إستئجار المحل التجاري مستقبلا من إسمه الشخصي إلى إسم الطرف الثاني .</p>
<p>4) The second party acknowledges and undertakes to change and replace the checks for the payment of the rent of the commercial outlet – subject of this contract - with the land lord upon changing and transferring the rent from the name of the first party to other checks for the second party .</p>	<p>4- يقر ويتعهد الطرف الثاني بقيامه بتغيير وإستبدال الشيكات الخاصة والمتعلقة بالدفعات المستحقة بإيجار المحل التجاري موضوع العقد لدى مالك العقار عند القيام بتغيير ونقل موضوع الإيجار من إسم الطرف الأول إلى شيكات أخرى الطرف الثاني</p>
<p>5) Both parties agreed that Mr. Rashid Saeed Aloufi shall</p>	<p>5- إتفق الطرفان على أن يقوم السيد / راشد سعيد العوفي</p>

<p>assign his share in the company and shall withdraw from the commercial license immediately upon the issuance of the new tenancy contract in the name of the second party .</p>	<p>بالتنازل عن حصته بالشركة والانسحاب من الرخصة التجارية مباشرة بعد صدور عقد الإيجار الجديد موضوع العقد بإسم الطرف الثاني .</p>
<p>6-The second party undertakes to pay the amount of ( forty five thousand Dirham ) to the first party on 25/1/2008 for the tenancy period from 1/2/2008 to 1/5/2008 .</p>	<p>6- يلتزم الطرف الثاني بدفع مبلغ (خمسة وأربعون ألف درهم ) للطرف الأول بتاريخ 2008/1/25 وذلك عن المدة الإيجارية من 2008/2/1 ولغاية 2008/5/1</p>
<p>7- The first party received from the second party the amount stated above in this contract for the amount of three hundred thirty five thousand and six hundred forty four Dirham only by crossed check # ( 001290) from Commercial Bank of Dubai .</p>	<p>7- إستلم الطرف الأول من الطرف الثاني مبلغ البيع المتفق عليه والمبين أعلاه في هذا العقد والبالغ قيمته ثلاث مائة وخمسة وثلاثون ألف وستمائة وأربعة وأربعون درهم فقط بشيك رقم ( 001290 ) مسطر على بنك دبي التجاري</p>
<p>The provisions of this contract are agreed between both parties , and the contract was translated to both parties who understood all its provision and agreed to abide by them and to act accordingly , and</p>	<p>تم الإتفاق بالتراضي بين الطرفين الأول والثاني على بنود هذا العقد وتم ترجمته لكلاهما وفهما بنوده كلها وإتفقا بالإلتزام والتقيد والعمل بها وعليه وقعا .....</p>

thus , they signed .		
<b>First party / Rashid Saeed Aloufi</b>		<b>الطرف الأول / راشد سعيد العوفي</b>
<b>Second party / Viva House Hold( LLC )</b>		<b>الطرف الثاني / شركة فيفا للوازم المنزلية ( ذ م م )</b>
<b>First witness</b>		<b>الشاهد الأول</b>
<b>Second witness</b>		<b>الشاهد الثاني</b>

## 2.14 Arabic Legal Documents Translated into English.

إنه في يوم الإثنين الموافق 2007/11/17 الساعة 10:30 صباحًا بناءً على طلب السيدة/..... المقيمة بناحية شيبية مركز الزقازيق ومحلها المختار مكتب الأستاذ/.....بالزقازيق.

أنا محمد حسن مُحضر محكمة مركز الزقازيق قد انتقلت إلى ناحية شيبية وأعلنت: - السيد/ أحمد ..... مخاطبًا مع السيد/حسن.....

### الموضوع

بموجب عقد بيع ابتدائي مؤرخ 2007/10/25 باع المعلن إليه إلى الطالبة ما هو عبارة عن قطعة أرض زراعية بالغ مساحتها 12 س 3 ط ثلاثة قراريط وأثنى عشر سهمًا كائنة بحوض الحباس نمرة/5 قسم ثاني زمام ناحية شيبية مركز الزقازيق وحدودها كالتالي: -

**الحد البحري/** أرض زراعية ملك أحمد ....

**الحد الشرقي/** أرض زراعية ملك ورثة بيومي ....

**الحد القبلي/** مسقى خصوصي ثم أرض زراعية ملك حسن .....

**الحد الغربي/** أرض زراعية ملك محمد .....

وقد تم هذا البيع نظير ثمن قدره 60000 ج ستون ألف جنيهاً مصرياً لا غير دفع جميعه وقت تحرير العقد.

وحيث إنه يحق للطالبة طبقاً لنص المادة 45 من قانون الاثبات أن تختصم المُعلن إليه ليُقر بصحة توقيعه على عقد البيع الابتدائي المؤرخ 2007/10/25 مما حدا به إلى رفع هذه الدعوى

### بناءً عليه

قد كلفت المُعلن إليه بالحضور أمام محكمة مركز الزقازيق الدائرة (5) مدني بجلستها التي ستعقد يوم الأحد الموافق 2008/12/14 الساعة 8 صباحًا وما بعدها لسماعه





وحيث مثل المدعى عليه بالجلسة وأقر بصحة توقيعه ومن ثم يتعين إجابة المدعية إلى طلبها، والمحكمة تُلزم المدعية بالمصاريف عملاً بنص المادة (46) اثبات وحيث إنه عن طلب النفاذ المعجل فإن المحكمة لا ترى موجباً له ومن ثم تقضي برفضه.

#### فلهذه الأسباب

حكمت المحكمة بصحة توقيع المدعى عليه على عقد البيع المؤرخ 2007/10/25 وألزمت المدعية بالمصاريف ورفضت ما عدا ذلك من طلبات.

سكرتير الجلسة .....

رئيس المحكمة .....

### Signature Validity Lawsuit

On this Monday corresponding to ../.../2007 at 10:30 a.m. upon the request of Mrs ..... residing near Shibah in Al Zaqaziq Center whose address for service is Mr.

.....Law Office located in Zaqaziq.

Process server of Zagazig Center Personally Moved to Shibah and notified:

Mr. .... along with .....

### Subject Matter

By virtue of a Contract of Preliminary Sale ..... dated ../.../.... the notified party sold to the applicant a cultivated plot of land size three carats and twelve shares in al-Habas, basin No .., police precinct second, near Shibah in Zaqaziq center bordered by the following four borders:

**Northern border:** cultivated land owned by .....

**Eastern border:** cultivated land owned by heirs of .....

**Southern border:** private water supply and a cultivated land owned by .....

**Western border:** cultivated land owned by .....

The sale was made in consideration of a total sum of L.E. 60000 (only sixty thousand Egyptian pounds) were paid in full upon execution of the contract.

Whereas the applicant is entitled pursuant to article No 45 of the Evidence Law to file a lawsuit against the notified party in order

to make him acknowledge the validity of signature thereof on the Contract of Preliminary Sale dated ..../..... that prompted the applicant to file such lawsuit.

**Based on the above**I subpoenaed the notified party to Zaqaziq Court, Civil Circuit (5) in the hearing which will be held Sunday corresponding to ..../2008 at 8 a.m. and the other hearings to be followed to hear the court judgment on the validity of signature thereof on Contract of Preliminary Sale dated ..../7 which states that the notified party sold a cultivated plot of land size 12 shares and 3 carats (three carats and twelve shares) which borders and features are stated in this petition and the Contract of Preliminary Sale subject matter of such lawsuit. The sale was made in consideration of the total sum of L.E. 60000 (only sixty thousand Egyptian pounds) which were paid in full upon writing of the contract and, ordering the notified party to pay court expenses and attorney fees and summary enforcement without bail.

**Issued for information,**

In the Name of God, Most Gracious, Most Merciful

**In the Name of the People**

**Summary Court of Zaqaziq Center**

The Civil and Trade Open Hearing held at the Court Premises on Sunday corresponding to 14/12/2008 Under the Presidency of: (Judge) Court President and in the presence of: Judge ....., Hearing Secretary . The following judgment was given in the lawsuit No ..... of the year 2008, signature validity, Zaqaziq Center

**Filed by**

Mrs .....

**Against**

Mr. ....

## **The Court**

After reviewing the documents and listening to the verbal hearing:

Whereas the facts of the action reveal that the plaintiff filed this lawsuit by depositing a complaint at the bureau of the court and legally serving it. The plaintiff requested at the end of the complaint a court judgment holding the validity of the signature of the defendant on the Contract of Preliminary Sale dated .././....., and obliging the defendant to pay expenses and attorney fees with summary enforcement of the contract according to Article 45 of the Evidence Law and the original copy of the aforementioned Contract submitted to the Court. Whereas the defendant appeared at the hearing and acknowledged the validity of signature thereof on the said contract. Whereas it is agreed that signature validity lawsuit is a conservatory action that limits the task of the court to verify whether or not the document is attributed to the defendant without prejudice to the rights contained therein. After reviewing the contract it was evident that contract bears the signature of the defendant.

Whereas the defendant appeared at the hearing and acknowledged the validity of signature, it is incumbent to respond to the plaintiff's request.

With regard to legal expenses, courts oblige plaintiffs to pay them in accordance with the provision of Article 46 of the Evidence Law; whereas with regard to the request of summary enforcement of the judgment, it has become pointless and therefore the court should refuse it.

## For such reasons:

The court held that the signature of the defendant on the preliminary sale contract dated 25/10/2008 is valid and ordered the plaintiff to pay court expenses and refused other requests.

Hearing Secretary .....

Court President .....

## عقد إيجار شقة Apartment Rental Agreement

### عقد إيجار شقة وفقاً لأحكام القانون رقم 4 لسنة 1996م

أنه في يوم الموافق // 200

تحرر هذا العقد بين كل من :

أولاً: السيد/ جنسيته ويمثلها في هذا العقد السيد/ طارق بصفته وكيلاً عن المؤجر بالتوكيل ومقيم (طرف أول مؤجر بصفته)

ثانياً: السيد/الجنسية ويحمل جواز سفر ومقيم في (طرف ثاني مستأجر)

### تمهيد

يمتلك الطرف الأول (المؤجر) الوحدة السكنية الكائنة رقم بخليج نعمة بمدينة شرم الشيخ محافظة جنوب سيناء، وقد رغب المستأجر في استئجار هذه الوحدة السكنية بغرض استعمالها سكن خاص ولا يجوز له تغيير النشاط إلا بعد موافقة صريحة كتابية من المؤجر ووافق المؤجر على التأجير وفق الأحكام والشروط التالية.

### البند الأول

يعتبر التمهيد السابق جزء لا يتجزأ من هذا العقد ومكماً ومفسراً لجميع ما جاء به من بنود.

### البند الثاني

أجر الطرف الأول المؤجر للطرف الثاني المستأجر القابل لذلك الوحدة السكنية الموضحة المعالم بالبند التمهيدي، وذلك لمدة تبدأ من // 200 وتنتهي في // 20 غير قابلة للتجديد إلا بعقد جديد واتفق جديد وإذا رغب المستأجر في إنهاء العقد قبل انتهاء مدته فيتحمل بكامل القيمة الإيجارية عن مدة العقد كاملة.

### البند الثالث

اتفق الطرفان على أن تكون القيمة الإيجارية الوحدة السكنية موضوع هذا العقد هي مبلغ جنيهه (فقط جنيهه) شهرياً تزداد بواقع % سنوياً في بداية السنة الثانية وقد اتفق الطرفان على أن يقوم المستأجر بسداد الإيجار في أول كل شهر مقابل إيصال يفيد السداد هذا بخلاف مصروفات الصيانة المعمول بها في العقار فيتحملها وهي

عبارة عن أعمال صيانة السباكة وأعمال الكهرباء وأعمال النظافة العامة هذا وقد قام الطرف الثاني المستأجر بدفع ما يعادل أجره شهرين تأمين مبلغ وقدره جنييه (فقط جنيهاً) كما قام الطرف الثاني سداد القيمة الإيجارية عن شهر 200 مبلغ وقدره ..... جنييه (فقط..... جنيهاً) على أن يرد مبلغ التأمين للمستأجر في نهاية العقد بعد تسليم العين موضوع الإيجار للطرف الأول بالحالة التي استلمها عليها عن بداية الإيجار وبعد توقيع المؤجر على هذا العقد إقراراً منه باستلامه مبلغ التأمين والقيمة الإيجارية عن شهر 2009.

#### البند الرابع

في حالة تأخير المستأجر عن سداد القيمة الإيجارية في موعدها المحدد يكون ملزماً بسداد غرامة تأخير بواقع 2% من القيمة الإيجارية المستحقة عن الشهر المتأخر عن سداده ويعتبر اليوم الأول للشهر الملتزم المستأجر السداد فيه هو موعد التسديد الذي يبدأ في اليوم التالي منه احتساب غرامة التأخير فإن زادت مدة التأخير على شهرين يعتبر العقد مفسوخاً من تلقاء ذاته دون حاجة إلى إنذار أو تنبيه ويحق للمؤجر في هذه الحالة الرجوع على المستأجر بأية تعويضات عن إخلاله بالتزاماته التعاقدية.

#### البند الخامس

يعد العقد مفسوخاً من تلقاء ذاته دون حاجة إلى أعذار أو اتخاذ قضائية في أي من الحالات الآتية:-

- عدم قيام المستأجر بسداد الأجرة المتفق عليها في خلال العشرة أيام الأولى من كل شهر.

- التنازل عن الإيجار أو التأجير من الباطن بدون موافقة المؤجر.

- إشهار إفلاس المستأجر أو إعلان إعساره، وفي هذه الحالة لا تدخل العين المؤجرة في أموال التفليسة أو في الضمان العام للدائنين.

ويتم فسخ العقد في حالة تقاعس الطرف الثاني عن الوفاء بأية التزامات منصوص عليها في هذا العقد دون أن يتخذ إجراءات جدية لإزالة هذا الإخلال خلال خمسة عشر يوماً من تاريخ إخطاره بإزالتها دون أن ينال ذلك من أحقية الطرف الأول في المطالبة بالتعويضات أن كان لها محل.

ويقع الفسخ بموجب خطاب موصى عليه بعلم الوصول يوجه إلى الطرف الثاني متضمناً الفسخ واعتبار هذا العقد مفسوخاً من تلقاء ذاته دون الحاجة إلى تنبيه أو إنذار أو إصدار حكم من القضاء بذلك.

عند انقضاء هذا التعاقد وفقاً لما تقدم أو تقاعس الطرف الثاني عن سداد القيمة الإيجارية المستحقة فيتعين عليه أن يقوم بإخلاء ويحق للطرف الأول اتخاذ كافة الإجراءات القانونية الكفيلة بتحقيق ذلك.

### البند السادس

يقر الطرف الثاني المستأجر أنه قد عاين العين المؤجرة المعاينة التامة النافية للجهالة، وقبل استئجارها بالحالة التي هي عليها، ويقر أن الوحدة السكنية صالحة للغرض الذي أستؤجرت من أجله ويتعهد بأن يستخدمها فيما حدد لها.

### البند السابع

يلتزم المستأجر بسداد أية ضرائب أو رسوم أو قيمة أية مخالفات أو غرامات أو تعويضات أو مصروفات تتصل بالوحدة موضوع هذا العقد أو تنتج عن استخدامه لها من تاريخ التوقيع على هذا العقد ولا يتحمل المؤجر بأي منها.

### البند الثامن

لا يجوز للمستأجر التنازل عن هذا العقد أو تأجيره الوحدة السكنية موضوع هذا العقد من الباطن كلياً أو جزئياً بأي حال من الأحوال دون موافقة كتابية صريحة من المؤجر وفي حالة قيامه بذلك دون حصوله على موافقة المؤجر الكتابية يعتبر هذا العقد مفسوخاً من تلقاء ذاته دون حاجة إلى إنذار أو تنبيه أو إجراء قضائي.

### البند التاسع

لا يحق للطرف الثاني المستأجر إجراء أية تعديلات في الوحدة السكنية إلا بموافقة كتابية من المؤجر بذلك وإذا خالف ذلك يعتبر هذا العقد مفسوخاً من تلقاء ذاته له عمل الديكورات وأجهزة التكييف اللازمة شريطة ألا يحل ذلك بسلامة العقار الذي يحوي الوحدة السكنية موضوع الإيجار ويلتزم المستأجر بإجرائها بما يتفق والأصول الفنية على أن يتحمل المستأجر كافة المصروفات والنفقات والمسئوليات الناتجة عن ذلك.

### البند العاشر

إذا خالف المستأجر شروط هذا العقد يعتبر هذا العقد مفسوخاً من تلقاء ذاته دون حاجة إلى تنبيه أو إنذار ويتحمل المستأجر بسداد كامل الإيجار المستحق عن المدة المتبقية.

### البند الحادي عشر

في حالة أي نزاع لا قدر الله قد ينشأ بخصوص تنفيذ هذا العقد يكون الفصل فيه من اختصاص محكمة جنوب سناء للأمور المستعجلة ويتنازل الطرفان من الآن عن كافة درجات التقاضي على أن يكون الحكم الصادر من محكمة الأمور المستعجلة نهائياً وibatاً.

### البند الثاني عشر

يعتبر العنوان المبين قرين اسم كل طرفي العقد موثقاً مختاراً له في كافة المراسلات المتعلقة بهذا العقد.

### البند الثالث عشر

تحرر هذا العقد من نسختين بيد كل طرف نسخة للعمل بموجبها عن اللزوم.  
الطرف الأول (مؤجر) الطرف الثاني (مستأجر)

## APPARTMENT RENTAL AGREEMENT

PURSUANT TO THE PROVISIONS OF LAW NO. 4 OF THE  
YEAR 1996This Agreement is made and entered into this  
corresponding to // 200 of the year

By and Between:

First: Mr. nationality herein represented by Mr. Tarik in his  
capacity as the attorney of the Lessor who has the power of  
proxy, Residing at (First Party-Lessor)

Second: Mr. nationality passport No

Residing at (Second Party-Lessee) Preamble

The First Party (the Lessor) owns the dwelling unit No.  
..... located in Neama Bay, Sharm El-Shaikh city of the  
governorate of South Sinai and the Lessee desires to lease said  
dwelling unit for use as private dwelling. The Lessee may not  
change the activity of said unit except by an explicit written  
consent of the Lessor. The Lessor has hereby agreed to lease the  
unit pursuant to the following provisions  
Clause 1 The aforesaid preamble shall be deemed an integral  
part of this contract and supplementary and construction to all  
clauses herein set forth.

### Clause 2

The First Party, the Lessor has hereby let to the Second  
Party and the Second Party has hereby leased from the Lessor  
the dwelling unit which features are indicated in the preamble  
during the term of .....commencing on .././200.. and  
ending on .././200.. not renewable except by a new agreement  
and convenient. If the Lessor desires to terminate the contract  
before expiration thereof the Lessor shall bear the whole rental  
value for the full term of the Agreement herein set forth.



### Clause 3

Both parties hereto have hereby agreed that the rental value of the dwelling unit subject to this Agreement shall be of the sum of L.E..... (only .....Egyptian Pounds) to be paid monthly and shall increase by...% per annum at the beginning of the second year. Both parties hereto have hereby agreed that the Lessee shall pay the rent at the beginning of every and each month against a payment receipt besides the expenses of maintenance done in the premises which shall be paid for by the Lessee including plumbing maintenance, electricity and general sanitation works. The Second Party, the Lessee has paid the sum of L.E .....(only .....Egyptian Pounds) equivalent to two-month rent as security deposit and the Second Party has also paid the sum of L.E.....(only .....Egyptian Pounds) as rental value of the month of ....., 200.. The security deposit shall be returned to the Lessee upon the expiration of the Agreement after surrendering the premises subject to this Agreement to the First Party in the same condition as was received by the Lessee at the beginning of the Rental Agreement. The Lessor's signature herein shall be deemed acknowledgment of receipt of the security deposit and the rental value of the month of ....., 2009.

### Clause 4

In the event of any default by the Lessee to pay the rent in due date, the Lessee shall be obliged to pay a delay penalty amounting to 2% of the value of the rent due for the month of late payment. The first day of each month in which the Lessee is obliged to pay the rent shall be deemed the date of payment and from the following day begins the calculation of the delay penalty. If the duration of delay increased more than two

months, this Agreement shall be rescindable without need to notice or warning and the Lessor is entitled to claim compensation for the Lessee's breach of contractual obligations thereof.

#### Clause 5

The Rental Agreement shall be rescindable without excuses or taking judicial process in any of the following cases:

· If the Lessee fails to pay the agreed rent within the first ten days of each month

· Assignment of rent or subletting without the consent of the Lessor

The declaration of bankruptcy or insolvency of the Lessee, in this case the leased premises shall not be included in the bankrupt's estate or in the general guarantee of creditors  
The Rental Agreement shall be rescinded in the event of failure of the Second Party to fulfill any of the obligations herein set forth without taking serious actions to remove such breach within fifteen days of being notified to remove such breach without prejudice to the right of the First Party to claim compensation if any.

The rescission shall happen by a certified mail, return receipt requested sent to the Second Party containing the rescission and that the Agreement is deemed as rescinded without need to notice or warning or a court ruling.  
Upon the expiration of this Agreement according to the aforementioned or the failure of the Second Party to pay the due rent, the Second Party shall quit the leased unit subject to this Agreement within fifteen days of being notified to quit said unit and the First Party shall be entitled to take all legal measures to ensure that.

#### Clause 6

Second Party must declare that Second Party has undertaken proper inspection of the leased premises and has accepted to lease as is and acknowledges that the dwelling unit fits for the purpose for which it was leased and undertakes to use the unit as what is designated for.

#### Clause 7

the Lessee shall hereby undertake to pay any taxes, fees, breaches, compensations or expenses connected to or resulting from the use of the dwelling unit subject to this Agreement from the date of signing this Agreement and the Lessor shall not bear none of them.

#### Clause 8

The Lessee shall not totally or partially assign or sublet whatsoever the dwelling unit subject to this Agreement without the explicit written consent of the Lessor and in the event of doing same without obtaining explicit written consent of the Lessor, this Agreement shall be deemed rescindable without need to notice or warning or legal proceedings.

#### Clause 9

The Second Party shall not make any adjustments in the dwelling unit except by a written consent of the Lessor to do so and if the Second Party violates same this Agreement shall be rescindable. The Second Party shall be entitled to make decorations and to put air conditioning devices provided that same do not affect the integrity of the premises which includes the dwelling unit subject to this Agreement and Second Party shall hereby undertake to make same in conformity with technical principles provided that the Lessee shall bear all costs

and expenses and liabilities arising therefrom.

#### Clause 10

If the Lessee breaches any of the provisions herein set forth, this Agreement shall be rescindable without need to notice or warning and the Lessee shall pay the whole due rent for the remainder term.

#### Clause 11

Any dispute arising upon the implementation of this Agreement shall fall within the jurisdiction of South Sinai Court for Urgent Cases. Parties hereto shall hereby waive all levels of litigation provided that the judgment pronounced by the Court for Urgent Cases shall be definitive and final.

#### Clause 12

The address indicated next to the name of each party shall be deemed the address for service thereof in all correspondences connected to this Agreement.

#### Clause 13

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

First Party (Lessor)

Second Party (Lessee)  
عقد بيع قطعة أرضائه في يوم الأحد الموافق 5 / 11 / 2006 حرر هذا العقد بين كل من :

1- السيد / ..... مصري الجنسية ، مسلم الديانة ، المقيم في ..... محافظة ..... بطاقة شخصية رقم ..... صادرة من سجل مدني ..... بتاريخ.....

طرف أول بائع.....

2- 1- السيد / ..... مصري الجنسية ، مسلم الديانة ، المقيم في ..... محافظة ..... بطاقة شخصية رقم ..... صادرة من سجل مدني ..... بتاريخ.....

## طرف ثان مشتري

بعد أن أقر جميع الأطراف بأهليتهما للتعاقد اتفقا على ما يلي :

### تمهيد

لما كان الطرف الأول البائع يمتلك قطعة أرض زراعية آلت إليه عن طريق الميراث  
الشرعي بمساحة قدرها ..... بزمام ..... ، تقسيم ..... ،  
حوض ..... رقم ..... ، ولما كان الطرف الثاني يرغب في شراء  
هذه المساحة بأكملها ، تم الاتفاق على الآتي:

1- يعتبر التمهيد السابق جزء لا يتجزأ من هذا العقد  
2- باع و أسقط و تنازل الطرف الأول " البائع " بكافة الضمانات الفعلية و  
القانونية إلى الطرف الثاني القابل للشراء قطعة الأرض المذكورة أعلاه و المحددة  
بالحدود الآتية :

الحد البحري: .....

الحد القبلي : .....

الحد الشرقي : .....

الحد الغربي : .....

3- تم هذا البيع نظير ثمن إجمالي قدره ..... دفعت بالكامل وقت تحرير هذا  
العقد

4- يقر الطرف الأول بأن ملكيته لأرض المبيعة المحددة أعلاه قد آلت إليه عن  
طريق الميراث الشرعي عن والده المرحوم .....

5- يقر الطرف الثاني بأنه قد عاين الأرض المبيعة محل هذا العقد المعاينة التامة  
النافية للجهالة و انه استلمها بالحالة التي هي عليها و قبلها على علاتها .

6- يقر الطرف الأول بخلو المساحة المباعة من جميع الرهون و كافة الحقوق  
العينية الأصلية و التبعية .

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

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

الطرف الأول (البائع)

الطرف الثاني (المشتري)

## The Translation

### Contract of Sale of a Plot of Land

This Contract is made and entered into this Sunday the 5th of  
November , 2006 by and between :

1- Mr. .... Egyptian , Muslim, residing at  
.....ID NO. .... issued from ..... Civil  
Registry Office on .....  
( First Party – Seller )

2- Mr. .... Egyptian , Muslim, residing at  
..... ID NO. .... issued from  
..... Civil Registry Office on .....  
( Second Party – Buyer )

Both parties hereto declare that they are legally competent to  
enter this contract and agree as follows :

Preamble

Whereas the First Party owns a cultivated plot of land .....  
in area , situated at ..... land , ..... field  
..... Block , .....lot , No ..... Whose title has  
been conveyed to the First Party by Legal inheritance , and  
whereas the Second Party desire to purchase all this piece of  
land . Now therefore, both hereby agree as follows :

1- The above preamble shall be an integrated part hereof .

2- The First Party " Seller " hereby with all real and legal  
guarantees grants , sells , assigns , and transfers unto the Second  
Party, and the Second Party hereby accepts to purchase from the  
First Party the above said plot of land bordered by the following  
four borders :

Northern border : .....

Southern border : .....

Eastern border : .....

Western border : .....

3- This sale has been made in consideration of total sum of  
..... were paid in full upon execution hereof .

4- The First Party represents and warrants that the ownership of  
the above said sold land has been conveyed to the First Party by  
legal inheritance from the First Part's deceased father  
.....

5- The Second Party declares that the Second Party has examined the said plot of land subject to this contract and shall be deemed to have completely and legally satisfied itself as to the condition thereof and that the second Party has taken possession of the same in its existing condition and accepts it on an as-is basis .

6- The First Party represents and warrants that the sold area is free and clear of any and all mortgages and all principle or secondary claims of rights.

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

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

First Party (Seller)

Second Party (Buyer)

### عقد زواج Marriage Contract

نموذج (1) مأذونين

وثيقة عقد زواج

رقم الدفتر .....

رقم الوثيقة .....

قيد بسجل الأحوال المدنية برقم ..... بتاريخ .....

يوقع المأذون أسفل كل صورة ويبصم عليها ببصمة إبهام الزوج والزوجة من واقع الإطلاع على بطاقة تحقيق شخصية الزوج تحقق لدى = تأكد لدى أنا مأذون مدينة ..... التابع لمحكمة ..... كما تحقق لدى من واقع الاطلاع على بطاقة تحقيق الشخصية للزوجة و الشهادة الطبية المبينة للسن المحررة بمعرفة مفتش الصحة أبدى الطرفان أو من ينوب عنها رغبتهما فى توثيق زواجهما وبعد أن عرفتهما بالموانع الشرعية والقانونية أكدا خلوهما منها كم قرر كل منهما خلوه من الأمراض التي تجيز التفريقانه فى يوم الأربعاء الموافق ..... بحضورى وعن يدي محكمة ..... للأحوال الشخصية للولاية على النفس انعقد الزواج الآتى بين الزوج السيد/ ..... المباشر لعقد زواجه بنفسه العنوان الذى يرغب الزوج فى توجيه الإعلانات إليه فيه .....

وبعد أن قرر أنه لا توجد في عصمته زوجة أخرى  
بيان صفة وكيل الزوجة وحالتها من حيث البكارة والثيوبية  
البكر البالغة بوكالة والدها المذكور في عقد زواجها في قبض عاجل الصداق وعقد  
العقد والاتفاق على مؤخر الصداق واستلام الوثيقة.  
(انعقد الزواج) على صداق قدره ..... الحال منه .... المؤجل منه ..... باق بذمة  
الزوج لحين حلوله شرعا.  
زواجا شرعيا على كتاب الله وسنة رسوله (صلى الله عليه وسلم) بايجاب وقبول  
شرعيين صادرين بين الزوج ووكيل الزوجة .....  
الشروط الخاصة ..... اتفق الزوجان على  
..... لا يوجد .....  
رقم وثيقة التأمين الخاصة بالأسرة .....  
وذلك كله بشهادة كل من .....  
تحررت هذه الوثيقة من أصل وثلاث صور سلمت إحداها إلى الزوج/ وكيله، والثانية  
إلى الزوجة/ وكيلها والثالثة إلى مكتب سجل مدني ..... والأصل حفظ بالدفتر.  
يكتب الصداق جميعه، الحال منه والمؤجل بالأرقام والحروف  
يجوز للزوجين الاتفاق على أية أمور بشرط ألا يكون الاتفاق على أمر يحل حراما  
أو يجرم حلالا.

Form (1) marriage Officers

**Document of marriage contract**

Book #

Document #

Civil status Registration under # .... On ....

Marriage Officer will sign under each photo and have the thumb  
prints of husband and wife on their respective photos.

From the identification card the identity of the husband Mr. ....

Was confirmed to me, I, the marriage officer of .....

Under the jurisdiction of ..... Court

And it was as well confirmed to me from the identity card of the  
wife that Certificate of age estimation

Issued by .....

The two parties or those representing them expressed their  
desire to have their marriage registered & after I made sure they  
understand the impediments in Islamic and/or civil law and



confirmed there were no such impediments & Further stated no one of them was suffering from any of the diseases that may be reason for separation

On this Wed. the .. day of

Before and through me

... court of personal status for legal administration

The following Marriage Contract was concluded by and

between Husband Mr. .... who appeared in person

Mailing address for serving notices

& after he had stated that he "does" not have another wife

The capacity of her attorney = proxy = one who acting for her,

and whether she is virgin or previously married

Ms. ... who is a virgin of age, by proxy to her said father in

concluding the marriage contract, and in receiving her advance

sum and entering into agreement on the sum of money deferred

to the earliest of the two terms known in Muslim law (death or

divorce) and in receiving the document

Marriage contract is concluded in consideration of LE., of

which .... was paid in advance to the wife's attorney as

admitted, and .... Deferred and payable by the husband when

due according to the Islamic law.

This marriage is lawfully concluded in compliance with the

Book of Allah and the Tradition (Sunna) of His Messenger, may

the Blessings & Peace of Allah be upon him, upon lawful offer

and acceptance on the part of the husband and the wife's

attorney.

Special terms and conditions .....

The Spouses hereby agree to the following:

Nil Family Insurance Policy #

As witnessed by both .....

This document is drawn up in an original and triplicate one given to the husband/ his attorney; the second to the wife/ her attorney and the third filed with .... Civil Registration Office,

the original is to be kept as is in the book.  
Marriage consideration shall be stated in full, the advance sum  
and the deferred in figures and in letters  
The spouses may agree on whatever conditions they want  
provided that such agreement may not make permissible what is  
religiously impermissible or make impermissible what is  
religiously permissible as per Muslim Law.

### **Form of Performance Guarantee** **نموذج ضمان التنفيذ النهائي**

#### **نموذج ضمان التنفيذ النهائي**

السادة/ شركة القاهرة للأسمنت مصر

بالإشارة إلى "اتفاق المعاينة الجيولوجية لطفال العلمين وإمداد الطفال من  
العلمين وجنوب الحمام" الذي دخل حيز التنفيذ في يوم ..... 2003 فيما بين  
شركتكم الموقرة وشركة أمون للتعدين (يشار إليها فيما بعد باسم أمون).  
نوافق نحن (اسم البنك) دون شرط أو تراجع على أن نضمن أمون بصفقتنا مديناً  
أصيلاً في حدود مبلغ 1087875 جم (فقط مليون وسبعة وثمانون ألفاً وثمانون ألفاً  
وثمانية وخمسة وسبعون جنيهاً مصرياً لا غير).

ونتعهد بدفع هذا المبلغ لكم لدى أول طلب في حدود مبلغ لا يتجاوز قيمة  
خطاب الضمان هذا ودون النظر إلى أي معارضة من جانب أمون أو نحن أو أي  
طرف آخر. ويسري مفعول خطاب الضمان هذا لمدة أربع وعشرون ساعة من  
تاريخ إصداره.

وعلى ذلك فإن أي مطالبة في هذا الشأن يجب أن تقدم إلينا قبل انتهاء سريان  
مفعول خطاب الضمان هذا.

فإذا لم يصلنا منك أية مطالبة حتى تاريخ انتهاء سريان الخطاب يبطل التزامنا  
من تلقاء نفسه ويصبح هذا الضمان لاغياً وضمانتنا منتهية.

الرجاء إعادة خطاب الضمان هذا إلينا عند انتهاء المدة للإلغاء.

### **Form of Performance Guarantee**

Messrs/ Cairo Cement Company Egypt

Reference to the "Geological Survey on Alamin Clay and  
Supply from al-Alamin and South Hamam agreement" which  
entered into force on ..... 2003 between your good selves and  
Amun Co. for Mining (hereinafter as Amun)  
We (the bank) unconditionally and irrevocably agree to

guarantee Amun as primary obligor within the limit of L.E 1087875 (...).

We undertake to pay to you this amount on your first claim within the limit not exceeding the value of this letter notwithstanding contestation by Amun, our bank or any third party. The validity of this letter shall be valid for 24 months from its date of issuance.

Thus any claim in this concern concerning this letter of guarantee shall be submitted before the expiry date. In case we do not receive any claim until the expiry date, our liability hereunder (means under this agreement) becomes null and void and invalidated.

Kindly return this letter of guarantee to us as soon as it is expired for cancellation.

Best regards(the bank)

### **إخلاء المسؤولية القانونية Legal Disclaimer**

تخلي شركة \_\_\_\_\_ مسئوليتها عن الخسائر التي قد يتعرض لها حاملو البطاقات بسبب: (1) الفشل في إتمام معاملة ما بسبب عدم وجود مبالغ كافية مودعة في البطاقة وقت التحويل.

(2) عطل في أجهزة التعامل الإلكترونية يمنع إتمام المعاملة بنجاح أثناء هذا العطل.  
(3) الفشل في إتمام معاملة ما بسبب ظروف خارجة عن المعتاد \_\_\_\_\_ مثل عطل في شبكة الاتصالات أو مشاكل في تشغيل أجهزة الكمبيوتر أو الحريق أو الفيضانات أو أية كوارث طبيعية أخرى خارجة عن تحكم شركة \_\_\_\_\_ وعلى الرغم مما نبذله من جهود خالصة.

(4) رفض التجار قبول البطاقة في معاملة معينة.  
(5) تجميد حساب حامل البطاقة نتيجة لإبلاغ حامل البطاقة عن فقدانها أو سرقتها بعد التأكد من هويته.

(6) إذا تم تجميد أو إيقاف حساب حامل البطاقة لأي سبب مشروع) المبالغ الخاضعة لإجراء قانوني أو لأية حالة أخرى تمنع تحويل هذه المبالغ و/أو إذا انتهى الترخيص بهذا التحويل بإجراء قانوني.

(8) جميع أنواع الفشل في تحويل المبالغ التي تنتج - كلياً أو جزئياً - عن الإدلاء ببيانات خاطئة سواء كان ذلك متعمداً أم لا، أو عن أعمال النصب أو الاحتيال التي

يقوم بها حامل البطاقة نتيجة للبيانات الخاطئة الأساسية التي يقدمها أثناء تسجيله للبطاقة و/أو استخدامه لها.

9) جميع الاستثناءات المشابهة الأخرى غير المذكورة أعلاه ولكنها متضمنة في هذه الاتفاقية والاتفاقيات الأخرى مع حاملي البطاقات.

### الضمانات:

تقدم شركة جميع الخدمات المذكورة في جميع الاتفاقيات المبرمة مع حاملي البطاقات و/أو التجار على أساس "ما هو موجود" أو "ما هو متاح" وتخلى مسؤوليتها عن تقديم أية ضمانات من أي نوع سواء كانت هذه الضمانات تصريحية أو متضمنة أو قانونية تنبع من أو ترتبط بهذه الاتفاقية أو بموقع على الإنترنت أو بخدمات شركة المذكورة سابقا في هذه الاتفاقية، ويشمل ذلك وإن لم يكن مقصورا على أي ضمانات للجودة أو التسويق أو الملاءمة لأي غرض محدد، أو دقة المعلومات، أو أي ضمان فيما يتعلق بانتحال براءات الاختراع أو حقوق النشر أو العلامة التجارية والتي يوافق عليها صراحة حاملو البطاقات و/أو التجار ويدركون أن استخدام و/أو قبوله على مسؤوليتهم الشخصية فقط.

وعلى الرغم مما قد يفيد عكس ذلك، فإن شركة وموظفيها والعمالين بها ومديريها وشركاءها و/أو مقدمي الخدمات بوصفهم طرف ثالث مذكور في هذه الاتفاقية وغيرها من الاتفاقيات المبرمة مع حاملي البطاقات و/أو التجار ليسوا أطرافا أو مسؤولين بأي حال من الأحوال عن المعاملات الممتازة التي توفرها كجزء من خدماتها، ولهذا فإن شركة وموظفيها والعمالين بها ومديريها وشركاءها ومقدمي الخدمة بوصفهم طرف ثالث لا يتحملون أية مسؤولية متعلقة بعدم توفر الموقع أو الخدمات المقدمة من شركة أو مطلوبة منها؛ ويشمل إخلاء المسؤولية الأحداث المفاجئة مثل الفيروسات التي يتسبب فيها طرف ثالث ولكنها تؤثر على الموقع ذاته أو الخدمات المعتادة التي تقدمها شركة أو الأعطال في الموقع أو تلك المرتبطة بالخدمات المقدمة، أو المعلومات التي تقدمها أطراف ثالثة (ويشمل ذلك - وإن لم يكن مقصورا على - المعلومات الخاطئة التي تحتوى عليها الرسائل الإلكترونية و/أو النسخ الورقية و/أو الاتصالات الهاتفية التي يقوم بها حاملو البطاقات و/أو التي تصل إلى شركة و/أو قسم رعاية العملاء لديها)؛ كما يشمل هذا الإخلاء للمسؤولية الخسائر أو الأضرار التي يتسبب فيها بشكل مباشر أو غير مباشر، بطريقة متعمدة أو غير مقصودة بالاستعمال غير المرخص به أو الحصول غير المشروع للبيانات الخاصة بحامل البطاقة و/أو بموقع و/أو الخدمات التي تقدمها شركة سواء أكانت ناتجة عن بيانات خاطئة قدمها حامل البطاقة أو أية وسائل أخرى غير معروفة في وقت إبرام هذه الاتفاقية.

## انتهاك القواعد والأحكام:

تحتفظ شركة بحقها في السعي بكل الطرق الممكنة التي يبيحها القانون والعدالة للحصول على تعويضات عن انتهاكات هذه الاتفاقية وأية اتفاقيات أخرى مماثلة سواء كانت تلك الاتفاقيات مبرمة فعلا أو سيتم إبرامها بين حاملي البطاقات وشركة  
و/أو التجار وإذا كانت هذه الانتهاكات تتم بطريقة عرضية أو متعمدة.

## إبراء الذمة:

يوافق حاملو البطاقات و/أو التجار على إبراء ذمة شركة \_\_\_\_\_ تماما والدفاع عنها واعتبارها غير مسئولية هي وموظفيها والعاملين بها ومديريها وشركاءها ومقدمي الخدمة بوصفهم طرف ثالث (يشار إليهم جميعا تحت مسمى "الأطراف بريئة الذمة") عن وضد أية وكل الأضرار أو الخسائر أو المسئوليات أو المطالبات أو الرسوم أو المصاريف من أي نوع (ويشمل ذلك وإن لم يكن مقصورا على أتعاب المحاماة المعقولة والمصاريف الأخرى المرتبطة بذلك) والمتعلقة كليا أو جزئيا بالأطراف بريئة الذمة فيما يخص أية مطالبة ناشئة عن أو قائمة على أو ناتجة من كل ما يلي:

. استخدام حامل البطاقة و/أو التاجر - أو سوء استخدامه - لموقع شركة \_\_\_\_\_ أو خدماتها و/أو

2. انتهاك أي بند من بنود هذه الاتفاقية ويشمل ذلك - وإن لم يقتصر على - تقديم معلومات مضللة سواء كان ذلك عمدا أم بشكل عرضي في وقت التسجيل أو خلال فترة تلقي الخدمات و/أو

3. أي عمل يقوم به حامل البطاقة و/أو صاحب الحساب التجاري بغرض القيام بعمل من أعمال الاحتيال والنصب أو أي إجراء يؤدي بأي شكل من الأشكال إلي أفعال أو تقديم خدمات من شأنها خرق القوانين الفيدرالية أو قوانين الولاية. وتحتفظ شركة \_\_\_\_\_ بحقها دون غيرها في الدفاع عن نفسها والسيطرة وذلك على نفقتها الخاصة بخصوص أي أمر خاضع لإبراء الذمة من قبل حاملي البطاقات و/أو أصحاب الحسابات التجارية؛ ولا ينبغي على حاملي البطاقات تسوية أي أمر مرتبط بذلك بدون موافقة مكتوبة من شركة.

## حقوق النشر والعلامات التجارية:

شركة موقعها على الإنترنت والخدمات التي تقدمها ومحتوي الموقع وكل حقوق الملكية الفكرية المرتبطة به وموجودة فيه (ويشمل ذلك وإن لم يكن مقصورا على جميع حقوق النشر وبراءات الاختراع وحقوق قاعدة البيانات والعلامات التجارية وعلامات الخدمة) هي كلها ملكية خاصة لشركة \_\_\_\_\_ أو أطراف ثالثة. جميع الحقوق ووثائق الملكية والمصالح تكون وتظل ملكية خاصة لشركة \_\_\_\_\_ و/أو أية أطراف ثالثة. لا ينبغي استخدام موقع شركة \_\_\_\_\_ أو خدماتها إلا للأغراض المذكورة في هذه

الاتفاقية والتي تصرح بها الاتفاقية و/أو المحددة على موقع شركة . لا يصرح لحاملي البطاقات و/أو أصحاب الحسابات التجارية إلا بمراجعة والاحتفاظ بنسخة من صفحات موقع شركة لاستخدامهم الخاص ولكن لا يصرح لهم بنسخ أو نشر أو تعديل أو استخلاص أعمال أو المشاركة في نقل أو بيع أو نشر على الإنترنت أو بأي شكل من الأشكال توزيع أو استغلال موقع شركة أو خدماته أو أي جزء منه لأي غرض عام أو تجاري بدون ترخيص وموافقة صريحة من شركة . ويحظر تماما - إلا في حالة اتفاق أطراف هذه الاتفاقية - إزالة أو تغيير الملاحظات الخاصة بحقوق النشر أو العلامة التجارية أو أية إعلان آخر عن الملكية أو أي نص على موقع شركة (أو الصفحات المنقولة عنه). اسم والأسماء والعلامات الأخرى الدالة على ملكية منتجات و/أو خدمات ومذكورة في هذه الاتفاقية هي علامات وملكية خاصة لشركة . وبالمثل فإن المنتجات والخدمات وأسماء الشركات الأخرى المذكورة في الموقع أو في داخل الاتفاقية بين شركة وحاملي بطاقتها و/أو أصحاب الحسابات التجارية لديها قد تكون العلامات التجارية لأصحابها.

### **حق الإنهاء:**

تحتفظ شركة بحقها في رفض تقديم الخدمات و/أو إنهاء الموافقة على تقديم الخدمات لحامل بطاقة و/أو صاحب حساب تجاري لأي سبب من شأنه التأثير سلبا على مصالحها التجارية.

### **الفصل بين البنود:**

في حالة صدور قرار من محكمة اختصاص أن نصاً من نصوص اتفاقية حاملي البطاقات و/أو اتفاقية الحساب التجاري غير سليم أو مخالف للقانون أو غير قابل للتطبيق فإن الخلل الموجود في هذا النص لن يؤثر على النصوص الأخرى لهذه الاتفاقيات أو سلامة و/أو قابلية التطبيق للاتفاقية ذاتها.

### **القانون المختص:**

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لكي تستطيع أن تصبح حامل بطاقة فأنت تصرح لشركة بالتأكد من دقة البيانات الشخصية التي سجلتها لدينا، وأنت تدرك أن الشركة لكي تستطيع التحقق من بياناتك الشخصية قد تفشي تلك البيانات لأطراف ثالثة وأن هذه الأطراف الثالثة قد توفر تأكيداً لهذه البيانات لـ بالرجوع إلي معلومات قد تكون قد جمعتها عنك مسبقاً.

## The Translation

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*In order to become a \_\_\_\_ Cardholder, you authorize \_\_\_\_, Inc. to check the accuracy of the personal information you have provided to us. You understand that in order to verify your personal information, \_\_\_\_ may disclose your personal information to third parties and such third parties may provide verification of such personal information to \_\_\_\_ from information they have previously collected about you*

## CHAPTER THREE

### Methodology of Research

#### 3.0 Overview

This chapter is in essence, a plan describing the diverse venues which the research process will and develop quite substantially into a full body of knowledge through the diverse theoretical and practical step. It will also help the researcher to track down the intended pathways for the realization of the set objectives of the study in a systematic manners. The present chapter gives more information of methods, strategies and procedures undertaken in collecting the data. It will include the following sections:

#### 3.1 Methodology of the Study

The methodology is “ The process used to collect data and analyze the data for the purpose of answer the questions posed by the research and its hypothesis. Methodology in common parlance refers to search for knowledge. Once can also define research as a scientific and systematic search for pertinent information on specific topic. In fact, research is an art of scientific investigation.

The Advanced Learners Dictionary of Current English lays down the meaning of research as a careful investigation or inquiry specially through search for a new facts. Redman and Mory define research as “a systematized effort to gain new knowledge.”

Some people consider research a movement, a movement from the known to the unknown. It is actually a voyage of

discovery. In doing a research, methodology is very necessary, because it shows the way how the research is to be conducted. The methodology which used for this research is both descriptive and analytical, instruments are used for data collection, questionnaire for learners, lecturers and students at different Sudanese universities. The method can help in getting a positive results and finding a detailed answers for the research questions.

Translation of English legal text needs special attention from teachers, lecturers and students.

Therefore, a deliberate and structured approach needs to be taken for enriching translation of English legal text. This implies the appropriate methodology, material and strategy are determined by the results, these all produce while achieving the stated aims and objectives.

## 3.2 Data Collection

In order to collect data for present study, teachers, lecturers and students are used as the subjects of the study. Teachers' questionnaire, lecturers' questionnaire and the students' questionnaire.

### 3.2.1 Population of the Study

According to researcher's experience in the field of legal translation, the researcher has been noticed that most of the students have weakness in critical understanding of legal text owing to, they were poor in English in general.

The population is the undergraduate students. ELneelain University Faculty of Arts, 4<sup>th</sup> year students, International University of Africa, Khartoum University, Sudan University for Science and Technology and Islamic Institute for Translation. The sample randomly chosen.

### **3.2.2 The Questionnaire.**

The questionnaire was constructed to gauge the perceptions, attitudes and the perceived needs of English teachers training students towards the incorporation of translation English legal text. The questionnaire was constructed in accordance to following dimensions: interest, perception and perceived needs.

The total number of the population was 50 and it contains students, teachers and lecturers.

### **3.2.3 The Design of the Questionnaire**

A questionnaire design is a plan, structure and strategy of investigation considered to obtain answers to research questions or problems. The questionnaire was designed by the researcher to identify the way that teachers teach legal text.

The teachers questionnaire design is consist of many statements each one involves 3 choices: The whole questionnaire was answered by the targeted sample and later analyzed.

## **3.3 The Teachers' Questionnaire**

The teachers' questionnaire is composed of thirty statements in three broad areas. First, the main skills in English language and second, the cultural aspects, and third, the other aspects, to measure these areas, the questionnaire statements were divided into three domains.

Teachers targeted are males and females with different experience. The questionnaire was administered about (30) teachers in English language skills through legal text.

### **3.3.1 The Students' Questionnaire**

The second tool is the students. The questionnaire is consist of 50 statements distributed among five domains. The

main objective of this questionnaire to measure students and their ability to understand and use some English language skills through legal translation.

### **3.3.2 The Population Questionnaire**

The population targeted by the questionnaire was students from Faculty of Arts-Elneelain University 4<sup>th</sup> year students, International University of Africa, Khartoum University, Sudan University for Science and Technology and Islamic Institute for Translation with total number of (50) students, teachers and lecturers.

### **3.3.3 Samples of the Study**

Samples as defined by Webster(1985) a sample is a finite part of a statistical population whose properties are studied to gain information about the whole. This sample of the study is to describe the nature of the population for undergraduate students, teachers and lecturers, Faculty of Arts-Elneelain University 4<sup>th</sup> year students, International University of Africa, Khartoum University, Sudan University for Science and Technology and Islamic Institute for Translation, these samples were selected randomly.

### **3.3.4 Questionnaire Validity and Reliability**

Validity and Reliability are very necessary factors for this type of research they give us an accurate results.

Fraenkel and Wallen (2000) think that validity involves the appropriateness , meaning fullness and usefulness of influence made by the researcher on the basic of the data collected.

### **3.3.5 The Study Validity**

This can measure changes in situation, phenomenon, problem or attitude. It is the most commonly used design in evaluation studies and the most appropriate design for measuring the impact or effectiveness of a program.

Validity refers to whether the study investigated the problem that it is suppose to be investigated or it measure what was supposed to measure.

The validity of a measurement tool is considered to be the degree to which the tool measures what it claims to measure, so



the validity is an equivalent to accuracy. The questionnaires were validated by some equipped teacher who explained some remarkable points.

### **3.3.6 Reliability**

Reliability refers to whether the study can produce the same results if it is conducted again under the same conditions. Reliability is the overall consistency of measure. A measure is said to have a high reliability if it produces similar results under consistent conditions. Fraenkel and Wallen believed that reliability relates to the consistency of the data collected. Therefore, Cronbach's coefficient alpha was used to determine the internal reliability of the instruments.

Reliability of any questionnaire means obtaining the same results if the same measurement is used more than time under the same conditions. Further, reliability means that when a certain questionnaire applied on a number of individual and the marks of every one were counted, then the same questionnaire applied another time on the same group the same marks were obtained, then the questionnaire can be described as reliable. In addition, reliability is defined as the degree of accuracy of the data that the test measure.

The questionnaire items have been checked by the following experts for deciding whether the questionnaire is valid and reliable.

- Prof. Ahmed Babikir Altahir ( Al Mughtarbeen University)
- Dr. Abdul Rahman Abo AlGhasaim(SUST.
- Dr. Mohamed Ajaban( University of Khartoum)
- Dr. Ayman Hamed Elnil.(EL-Neelain University)

### 3.5 Summary of the Chapter

This chapter has presented a detailed description of the research methodology in order to accomplish the research objectives. The study has employed two tools: (a) teachers' questionnaire (b) students' questionnaire. The chapter also discusses the subjects, sampling, population of the study, questionnaire design, validity and reliability are also explained, along with the statistical instruments used for data analysis.

## CHAPTER FOUR

### Data Analysis, Results and Discussions

#### 4.0 Personal information:

##### 4.1 Gender

<b>Gender</b>					
		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Male	23	46.0	46.0	46.0
	Female	27	54.0	54.0	100.0
	Total	50	100.0	100.0	

According to the gender the sample introduces 54% of female, while the percentage of male is 46%.

#### 4.2 Job:

<b>Job</b>					
		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Student	36	72.0	72.0	72.0
	Teacher	8	16.0	16.0	88.0
	Translator	2	4.0	4.0	92.0
	Lecturer	2	4.0	4.0	96.0
	Assistant Professor	2	4.0	4.0	100.0
	Total	50	100.0	100.0	

**According to the job the sample distributes 72% of students, whereas 16% are teachers.**

### 4.3 Age:

<b>Age</b>					
		<b>Frequency</b>	<b>Percent</b>	<b>Valid Percent</b>	<b>Cumulative Percent</b>
Valid	less than 30 years	35	70.0	70.0	70.0
	30-40 years	7	14.0	14.0	84.0
	40-50 years	2	4.0	4.0	88.0
	more than 50 years	6	12.0	12.0	100.0
	Total	50	100.0	100.0	

**According to above table the age of sample the participants are the majority of participants age is ranged less than 30 years followed by 14% ranged between 30-40 years.**

#### 4.4 University:

<b>University</b>					
		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	IUA	2	4.0	4.0	4.0
	AL-Neelain	29	58.0	58.0	62.0
	Sudan	7	14.0	14.0	76.0
	Khartoum	3	6.0	6.0	82.0
	International University of Africa	8	16.0	16.0	98.0
	Islamic Institute of Translation	1	2.0	2.0	100.0
	Total	50	100.0	100.0	

The above table shows that the university sample is distributed among many universities the majority of them are from AL-Neelain University, followed 14% Sudan University of Science and Technology then Khartoum University, International University of Africa and Islamic Institute for Translation.

#### 4.1 Data analysis:

**Table 4.5** The English language syllabus followed at our universities give special attention to the teaching of legal translation text.

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	strongly disagree	2	4.0	4.0	4.0
	Disagree	10	20.0	20.0	24.0
	Agree	26	52.0	52.0	76.0
	strongly agree	12	24.0	24.0	100.0
	Total	50	100.0	100.0	

The above table illustrates the answers of participants of English language syllabus followed at our universities give special attention to the teaching of legal translation text. The majority of participants' answers are agree and their percentage is 74%, while a few of them disagree and their percentage is 24%.

**Table 4.6 Legal translation text is included as part of the syllabus but overweighed by the other items.**

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	strongly disagree	4	8.0	8.0	8.0
	Disagree	11	22.0	22.0	30.0
	Agree	22	44.0	44.0	74.0
	strongly agree	13	26.0	26.0	100.0
	Total	50	100.0	100.0	

The above table shows that the sample of the majority of participants' answers about Legal translation text is included as part of the syllabus but overweighed by the other items are agree and their percentage is 70%, while the percentage of disagree and strongly disagree are 30%.



**Table 4.7the syllabus does not suggest a specific methodology for handling legal translation text.**

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	strongly disagree	5	10.0	10.0	10.0
	Disagree	11	22.0	22.0	32.0
	Agree	19	38.0	38.0	70.0
	strongly agree	15	30.0	30.0	100.0
	Total	50	100.0	100.0	

The above table illustrates the answers of participants of the syllabus and it does not suggest a specific methodology for handling legal translation text. The majority of participants strongly agree and their percentage is 68% while, a few of them are disagree.

**Table 4.8 Legal translation text is not introduced properly across the syllabus.**

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	strongly disagree	6	12.0	12.0	12.0
	Disagree	15	30.0	30.0	42.0
	Agree	20	40.0	40.0	82.0
	strongly agree	9	18.0	18.0	100.0
	Total	50	100.0	100.0	

According to the above table 58% of participants' answers agree that Legal translation text is not introduced properly across the syllabus, While a few of the participants who disagree their percentage is 42%.

**Table 4.9 Some tutors believe that students are well placed to understand legal translation text.**

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	strongly disagree	6	12.0	12.0	12.0
	Disagree	16	32.0	32.0	44.0
	Agree	14	28.0	28.0	72.0
	strongly agree	14	28.0	28.0	100.0
	Total	50	100.0	100.0	

According to the table above 58% of students answers agree that Some tutors believe that students are well placed to understand legal translation text.

**Table 4.10 Lack of equivalents can account for the difficulty of translation.**

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	strongly disagree	5	10.0	10.0	10.0
	Disagree	7	14.0	14.0	24.0
	Agree	21	42.0	42.0	66.0
	strongly agree	17	34.0	34.0	100.0
	Total	50	100.0	100.0	

We from above table of the sample participants answers about Lack of equivalents can account for the difficulty of translation, participants get 76% agree. And 24% disagree.

**Table 4.11 Translation brings the skills of reading, writing, listening and speaking together.**

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	strongly disagree	3	6.0	6.0	6.0
	Disagree	10	20.0	20.0	26.0
	Agree	11	22.0	22.0	48.0
	strongly agree	26	52.0	52.0	100.0
	Total	50	100.0	100.0	

The table above illustrates that the participants answers about that Translation brings the skills of reading, writing, listening and speaking together. 74% agree, while the percentage of is 26%.

**Table 4.12 Students allow using FL when discussing the activities in pairs**

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	strongly disagree	7	14.0	14.0	14.0
	Disagree	14	28.0	28.0	42.0
	Agree	20	40.0	40.0	82.0
	strongly agree	9	18.0	18.0	100.0
	Total	50	100.0	100.0	

The table above is obviously proved that 58% of the participants answers about Students allow using 11 when discussing the activities in pairs, while 42% disagree.

**Table 4.13Translations is suitable for beginners only**

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	strongly disagree	19	38.0	38.0	38.0
	Disagree	19	38.0	38.0	76.0
	Agree	5	10.0	10.0	86.0
	strongly agree	7	14.0	14.0	100.0
	Total	50	100.0	100.0	

In the twelfth question the majority of participants answers about Translations suitable for beginners only is disagree which its percentage is 76%, while a few of them disagree that.

**Table 4.14 Translation allows the students to think in the new language.**

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	strongly disagree	1	2.0	2.0	2.0
	Disagree	4	8.0	8.0	10.0
	Agree	20	40.0	40.0	50.0
	strongly agree	25	50.0	50.0	100.0
	Total	50	100.0	100.0	

In the thirteenth question the majority of participants answers about Translation allows the students to think in the new language. Participants who agree that their percentage is 90% while a few of them is 10%.



**Table 4.15 Difficulty experienced in understanding Arabic grammar is reflected in understanding English grammar in general.**

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	strongly disagree	5	10.0	10.0	10.0
	Disagree	16	32.0	32.0	42.0
	Agree	15	30.0	30.0	72.0
	strongly agree	14	28.0	28.0	100.0
	Total	50	100.0	100.0	

In the fourteenth question the majority of participants answers about Difficulty experienced in understanding Arabic grammar is reflected in understanding English grammar in general. Participants who agree that their percentage is 58% while a few of them is disagree their percentage is 42%.

**Table 4.16 Students need more explanation of legal text grammar.**

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	strongly disagree	4	8.0	8.0	8.0
	Disagree	6	12.0	12.0	20.0
	Agree	16	32.0	32.0	52.0
	strongly agree	24	48.0	48.0	100.0
	Total	50	100.0	100.0	

In the fifteenth question the majority of participants answers about Students need more explanation of legal text grammar. Participants who agree their percentage is 80% while a few of them is 20%.

**Table 4.17 Students have problem in legal text words.**

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	strongly disagree	2	4.0	4.0	4.0
	Disagree	12	24.0	24.0	28.0
	Agree	19	38.0	38.0	66.0
	strongly agree	17	34.0	34.0	100.0
	Total	50	100.0	100.0	

In the sixteenth question the majority of participants answers about Students have problem in legal text words. Participants who agree that their percentage is 70%.

**Table 4.18 There is no concern for legal translation text.**

<b>VAR00014</b>					
		<b>Frequenc y</b>	<b>Percent</b>	<b>Valid Percent</b>	<b>Cumulative Percent</b>
<b>Valid</b>	strongly disagree	9	18.0	18.0	18.0
	Disagree	23	46.0	46.0	64.0
	Agree	12	24.0	24.0	88.0
	strongly agree	6	12.0	12.0	100.0
	<b>Total</b>	<b>50</b>	<b>100.0</b>	<b>100.0</b>	

In the seventeenth question the majority of participants answers about There is no concern for legal translation text. Participants who disagree that their percentage is 64% .

**Table 4.19 Teaching legal text at universities is very rare.**

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	strongly disagree	12	24.0	24.0	24.0
	Disagree	10	20.0	20.0	44.0
	Agree	14	28.0	28.0	72.0
	strongly agree	14	28.0	28.0	100.0
	Total	50	100.0	100.0	

In the eighteenth question the majority of participants answers about Teaching legal text at universities is very rare. Participants who agree that their percentage is 58%.

## 4.2 Hypotheses

**Hypotheses One:** At our Sudanese universities settings, courses of translation are introduced only at very scanty level, one or two courses across the undergraduate years with the effect of having insufficient exposure to such a demanding discipline as translation.

### 4.20 One-Sample Statistics

		One-Sample Test						
	t	df	Sig.	Mean	Std. Deviation	Mean Difference	95% Confidence Interval of the Difference	
							Lower	Upper
h	43.84	49	.000	2.672	.43096	2.67200	2.5495	2.7945

The mean of the mean of the **One-Sample Test** 2.67 with Std. Deviation 0.43 was higher than observed mean which is ranged in Agree level which is more than 2. Test results, data showed that this different was significantly  $t = 43.841$ ,  $df = 49$ ,  $p < 0.05$

Therefore, it was concluded that there was significant courses of translation introduce only at very scanty level in Sudanese universities settings.

Then we accept the hypotheses of the researcher which is (At our Sudanese universities settings, courses of translation are introduced only at very scanty level, one or two courses across the undergraduate years with the effect of having insufficient exposure to such a demanding discipline as translation).

**Hypotheses Two:** English and Arabic vary quite considerably in view of grammatical categories, gender, number, case, person as opposed to non-person.

#### 4.21 One-Sample Statistics

		<b>One-Sample Test</b>						
			Sig. (2- tailed)	Mea n	Std. Deviat ion	Mean Differe nce	95% Confidence Interval of the Difference	
							Lower	Upper
	h	45.84	49	.000	2.712	.4182	2.7120	2.5931

The mean of the mean of the **One-Sample Test** 2.7 with Std. Deviation 0.41 was higher than observed mean which is ranged in Agree level which is more than 2. Test results, data showed that this different was significantly  $t = 45.847$ ,  $df = 49$ ,  $p < 0.05$

Therefore, it was concluded that there was significant differences in participant's answers about quite considerable in view of grammatical categories.

Then we accept the hypotheses of the researcher which is (English and Arabic vary quite considerably in view of grammatical categories, gender, number, case, person as opposed to non-person).

**Hypotheses Three:** Therefore, these differences will pose considerable hurdles when it comes to translate legal text from Arabic into English and vice versa.

#### 4.22 One-Sample Statistics

		One-Sample Test						
			Sig. (2-tailed)	Mean	Std. Deviation	Mean Difference	95% Confidence Interval of the Difference	
							Lower	Upper
H	45.645	49	.000	3.0480	.47218	3.04800	2.9138	3.1822

The mean of the mean of the **One-Sample Test** 3.0 with Std. Deviation 0.47 was higher than observed mean which is ranged in Agree level which is more than 2. Test results, data showed that this different was significantly  $t = 45.645$ ,  $df = 49$ ,  $p < 0.05$

Therefore, it was concluded that there was significant differences in participant's answers.

Then we accept the hypotheses of the researcher which is (Therefore, these differences will pose considerable hurdles when it comes to translate legal text from Arabic into English and vice versa).



## CHAPTER FIVE

### Summary, Conclusions , Recommendations and Suggestions for Further Studies

#### 5.0 Overview

This chapter presents summary of the study, conclusions, recommendations and suggestions for further studies.

#### 5.1 Summary of the Study

This chapter presents the analysis of data collected by the different tools adopted in the study. It will also discuss the results of the analysis with the purpose and answering the research questions and testing the hypotheses. Judging by the statistical analysis indicated in the previous chapter all the findings are in favor of the hypotheses. The conventional dichotomy employed for data classification is adopted here, too

- Input data
- Output data

The input data is concerned with the instruments used by the researcher to collect data, namely the questionnaire, multiple choice questions. The output is then the results derived from the participant's performance or reaction to the input.

As it was stated earlier in the present chapter will demonstrate the conclusion the researcher has arrived at, and will also make suggestions for further studies to be conducted on the said field patch up the gaps left by the present research.

Presumably, there are always in any study aspects that would definitely, escape the researcher, notice and would hence go unattended to judging by the overall treatments and statistical analysis conducted on the two previous chapters, the question of legalization needs to seriously taken into consideration when designing preparatory English language program.

The present situation reflects total absence of rigorous handling of the issue in question.

Reviewing a number of syllabuses employed across the different Sudanese universities , the section devoted to discussing legalization are dreadfully poor. Very few tutors if any draw the student's attention to the equivalent in Arabic. The question of handling legalization through the medium of translation from Arabic into English and vice versa is essential due to the fact of the great disparity involved in the two systems. One of duality involved Arabic legalization. This has proved to be so problematic to many students when they tried to render sentence from Arabic into English. As far as the experimentation and data collection instruments are concerned, the problem was shown to be multifaceted including very sensitive elements as teacher training. On basic of the questionnaire passed to tutors, quite a good number of respondents agreed that teaching at the preparatory level is assigned to tutors who have barely received any kind of training to handle the English program effectively. Training will continue to pose the drastic plight to the teaching operation, as even when tutors are involved in any service training course, the syllabus is heavily theoretical and pedagogical. At this juncture, it would be greatly advisable that all those expected to be entrusted with the teaching of the preparatory program be given an adequate dose of training in handling the syllabus. An exposure to training programs as TKT can have a positive effect on the overall teaching operation.

Prospective tutors should also be given a thorough demo on the syllabus and how it can be best presented and handled draining their attention to manipulating specific components such as legalization in a way that enhances their students understanding of the subject.

A kind of peer teaching can also much effective if attended by some senior veteran lecturers to help iron out the most important elements pertaining to the teaching and the contents of the syllabus as regards legalization. Such kind of friendly sessions will also have the effect of provoking interesting ideas and bringing about much admirable insights. This will all help improve the syllabus itself as the weaknesses will be noted down to be rectified in the coming versions of the syllabus. Some the attendees have of course taken part in designing the syllabus.

One of the hypotheses the current study seeks to explore is whether

Legalization can be handled along contrastive study lines involving the element of translation to clarify the points of difficulty found in the two languages in questions.

The researcher has observed that the performance of the experiment group has improved to a large extent after receiving thorough treatment of legalization through translation. Almost all satisfactory responses garnered in the study have been produced by those who trained to translate legal text before taking the proper test. It follows from that translation can play a central role in bridging the gap created by the sheer disparity observed to exist amongst the two languages.

The issue of translation reflected a significant fact that some of the students confused of equivalent words of legalization in Arabic.

This reflects that some the weaknesses are chronic of fossilized dating to secondary and basic schools. Such kind of

problem has been encountered across the study which only entails that the origin of the crisis goes to stages of education before university level. Indeed, it is not only the legalization that is badly affected by the deteriorating factors, but all other parts of speech. Therefore, it would be greatly useful if a number of studies are to be conducted on the nouns, adjectives and so on along contrastive lines with the inclusion of translation.

Students' grasp of Arabic legalization has considerably improved after they have been exposed to using translation to handle statements from both languages. As already stated, the possessive relative pronoun "whose" is present in English but does not exist in Arabic. Therefore, it lacks a direct equivalent in Arabic. The need of a direct correspondent and the differences between English and Arabic in terms of possessive relative pronoun presented some difficulties to students when translating legal text that include whose. Such difficulty could have been avoided by studying contrastive linguistic before doing translating exercises.

The importance of translation in imparting knowledge particularly in relation to that are immensely distant is undoubtedly great. Now a number of English language teaching courses include an element of translation to help students understand those parts perfectly well,

## 5. 2 Conclusion

The research mainly aims to explore the problems encountered by Sudanese university students when translating English legal texts. To do so, the following research questions have been raised by the researcher.

- 1-To what extent do undergraduate students face problems in translating and understanding English legal text?

2-To what extent can the misunderstanding of the legal texts affects the cohesion of a written text?

The quantitative approach is employed. Specifically, two tools were used in the data collection process; a pre-test and post-test. The population targeted by the study was four year students at different Sudanese universities. The research findings showed that the experimental group outperformed the control group which clearly indicates that legal texts have the potentiality of enhancing learners' translation competence and thus their language proficiency. In addition to that, the findings have also indicated that translation, specifically equivalence poses some difficulties for EFL learners in terms of usage.

### 5.3 Recommendations

Based on the study findings, the following recommendations are provided by the researcher:

- 1) Including an element of translation in handling structural and grammatical elements least of legalization is essential and highly required.
- 2) Contrastive analysis theory should not be ignored when designing preparatory year English language program.
- 3) Tutors entrusted with the teaching operation at the preparatory level should be exposed to a good dose of crash course- training with the intention of drawing their attention to the crucial points to be taken care of through the teaching process.
- 4) Students should be trained to detect the differences and similarities between L1 and L2 as this will help them get the most out of the English language course.

- 5) Updating the English language program not to ignore personalizing the practice tasks, whenever possible, as this will make the language and structures more memorable.
- 6) Writing activities should be designed in a way that reinforces correct language use.
- 7) The syllabus layout should be attractive text, well chosen that suit students age interest. This will make the effective teaching and effective learning. Contemporary feel to the teaching material is sure to hold the interest of learners and prevents boredom and indifference to learning.
- 8) Students should be given more legal texts to translate, this will lead them to be perfect in the field of translation.

#### 5.4 Suggestions for Further Studies

Taking into account the study instruments of data collection and the findings obtained, the following suggestions for further studies are provided by the researcher:

- More studies need to be carried out on the significance of legal translation to achieving high level of proficiency in the language.
- It is suggested that further experimental investigation on exploiting translation in language learning, teaching and investigation are needed as translation has a lot to offer in the field of language.
- Further research needs to be undertaken on Sudanese undergraduates' difficulties in using legal translation, especially those which do not have equivalents in Arabic language.
- As it is hard to find EFL teacher using translation in classrooms in Sudan, future research should therefore concentrate on investigating the underlying factors.

## 5.5 Summary of the Chapter

This is the concluding chapter of the thesis. It has presented summary of the whole dissertation and conclusions, it has come up with recommendation based on the study findings and finally, it has presented suggestions for further studies.

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Droit et

Societe

APPENDIX(1)

**Sudan University of science and technology**  
**College of graduate studies and scientific research**  
**College of languages**

**Dear Teacher:** .....

In this study, the researcher seeks your opinions towards the teaching of legal texts through translation from Arabic into English and vice versa. The researcher would be grateful if you could give a hand by taking a short time to complete this questionnaire. Remember, there is no one correct answer. So please be as objective as possible and kindly mark each of the following items with the sign(    ). All information will be confidential to the researcher. You are offered great thanks for participating, with a complete commitment to use your information in investigating this study.

Gender: Male(    ) Female(    ) Job(    ) Age(    )

Years of experience:(    )

University .....

NO	ITEMS	STRONG LY AGREE	AGREE	DISAGREE	STRONGLY DISAGREE
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1	The English language syllabus followed at our universities give special attention to the teaching of legal translation text.				
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2	Legal translation text is included as part of the syllabus but				
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- overweighed by  
the other items.
- 3 the syllabus does  
not suggest a  
specific  
methodology for  
handling legal  
translation text.
  - 4 Legal translation  
text is not  
introduced  
properly across  
the syllabus.
  - 5 Some tutors  
believe that  
students are well  
placed to  
understand legal  
translation text.
  - 6 Lack of  
equivalents can  
account for the  
difficulty of  
translation.
  - 7 Translation  
brings the skills  
of reading,  
writing, listening  
and speaking  
together.
  - 8 **11** Students  
allow using FL  
when discussing  
the activities in

pairs

- 9 Translations is suitable for beginners only
- 10 Translation allows the students to think in the new language.
- 11 Difficulty experienced in understanding Arabic grammar is reflected in understanding English grammar in general.
- 12 Students need more explanation of legal text grammar.
- 13 Students have problem in legal text words.
- 14 There is no concern for legal translation text.
- 15 Teaching legal text at universities is very rare.

