



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

**Investigating the Linguistic problems of Translating Legal
Discourse with Focus on Civil Contracts**

تقصي المشكلات اللغوية في ترجمة اللغة القانونية بالتركيز على العقود المدنية

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

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إستهلال : آية قرآنية

قال تعالى : (".... وَلَا يَأْبَ كَاتِبٌ أَنْ يَكْتُبَ كَمَا عَلَّمَهُ اللَّهُ فَلْيَكْتُبْ وَلْيُمْلِلِ الَّذِي عَلَيْهِ
الْحَقُّ وَلْيَتَّقِ اللَّهَ رَبَّهُ وَلَا يَبْخَسْ مِنْهُ شَيْئًا....") .

(سورة البقرة آية 282)

Preface

Quranic verse,

Allah the Almighty said:

(.... Let not the scribe refuses to write as Allah has
taught him, so let him write. Let him who incurs the
liability dictate, but let him fear His Lord Allah, and not
diminish Aught of what he owes....)

(surah AL Baqarah verse no 282)

Dedication

To translators in the legal field and to students of
translation.

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Praise be to Allah the Almighty whose will, this study has been done and prayer, peace and blessings be upon our master Mohammad the chosen apostle, as well as upon his household and his companions.

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Abstract

The aim of this study is to investigate the linguistic problems of translating legal discourse with special focus on the problematic linguistic areas of rendering civil contracts. The study attempts to present the common features of the legal English language, beside exploring the difficult linguistic areas of rendering legal texts that may encounter students of translation and trainee translators. The study is concerned with the linguistic problems pertaining the process of translating legal texts from English to Arabic and vice versa with special reference to that relating to rendering contractual instruments, and international convention in general and civil contracts in particular. The study is an attempt to show that to what extent that legal discourse differs from the ordinary English language in terms of using modal auxiliaries with some special denotations, in terms of using pronominal adverbs (Anaphoric devices), synonyms and couplings i.e. doublets and triplets and in terms of using loan/borrowed terms and expressions from foreign languages in legal language. Along with pointing to the difference between the structure of legal English sentence and that of the normal structure of ordinary English sentence. The study also points to some unfamiliar and out of date words which are no longer be seen in the current modern English language, but still be used in legal language. And so it can be said that the study addresses the linguistic problems and obstacles that may constitute some difficulties to the students of translation and non- professional translators in terms of rendering legal discourse. The study is ended by recommendations and suggestions for further studies.

مستخلص البحث

تهدف هذه الدراسة إلى تفصي المشاكل اللغوية المتعلقة بترجمة لغة القانون مع تركيز خاص على الإشكالات اللغوية المرتبطة بترجمة العقود المدنية. فالدراسة عبارة عن محاولة لعرض السمات العامة للغة القانون الإنجليزية إلى جانب تفصي مكان الصعوبة في ترجمة النصوص القانونية التي قد تواجه طلاب الترجمة والمترجمين تحت التمرين. تُعني هذه الدراسة بالمشاكل اللغوية ذات الصلة بعملية ترجمة النصوص القانونية من الإنجليزية إلى العربية أو العكس مع إشارة خاصة لتلك الإشكالات المرتبطة بترجمة الوثائق التعاقدية والموثيق الدولية بصفة عامة وتلك المتعلقة بترجمة العقود المدنية علي وجه الخصوص . تُعدُّ الدراسة محاولة لإظهار إلى أي مدي يختلف خطاب لغة القانون الإنجليزية عن اللغة الإنجليزية العادية وذلك فيما يخص إستخدام مايعرف في قواعد اللغة الإنجليزية بالأفعال المساعدة أو (الافعال الناقصة) لتحمل دلالات خاصة في الإنجليزية القانونية علاوة علي ميل لغة القانون الإنجليزية إلى إستخدام ما يُعرف بالأساليب البديلة والمرادفات والعبارات الزوجية فضلاً عن إستعمال الكلمات والتعبيرات المستعارة من لغات أخرى إلى جانب الإشارة إلى أوجه الإختلاف بين تركيب الجملة في اللغة القانونية الإنجليزية وبين طريقة بناء الجملة في اللغة الإنجليزية العادية. كما تُشير الدراسة أيضا إلى بعض الكلمات غير المألوفة والتي عفا عليها الزمن ولم تُستخدم في اللغة الإنجليزية المعاصرة والتي لا تزال تزخر بها لغة القانون الإنجليزية . ومن ثم يمكن القول أن هذه الدراسة تخاطب المشكلات والمعوقات اللغوية التي قد تشكّل بعض الصعوبات لطلاب الترجمة والمترجمين غير المحترفين فيما يتعلق بترجمة خطاب لغة القانون. ختم الباحث هذه الدراسة بتوصيات ومقترحات بشأن إجراء مزيد من الدراسات في المجال.

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Chapter One

Introduction

Chapter one

Introduction

1.0 Background (about the study):

This chapter involves some contents under the traditional sub titles, as will be discussed and addressed respectively and thoroughly throughout the study.

1.1 Overview (of the study):

Translation in general is a phenomenon that has a great effect on people everyday life (**Hatim and Monday, 2004, P.3 and Newmark, 1991**). Legal translation in particular is of paramount importance because it takes place in international institutions and organizations such as EU and UN, etc. today's world involves an increasing amount of agreements, negotiations and disputes between nations and individuals, and makes legal translation crucial and even indispensable professional practice (**Durner,2010, P.136**). This in turn represents a great challenge to legal translation. Because legal translation is so difficult compared with any other types of technical translation, because legal language is, unlike general language characterised by certain syntactic, semantic, morphological, terminological, genre, abbreviations pragmatic and stylistic features which make it challenging for translators. In fact, legal translation differs from other types of translation in two major ways; the legal system and the terms which associated with it. On the other hand, understanding the legal terms and its translation to another language depends mainly on the understanding of its place in legal system to which it belongs to (**Al Aqad, 2014, P.118**).

This study aims at investigating the linguistic problems of rendering legal discourse from English to Arabic and vice versa with special focus on the problematic areas pertaining translating civil contracts which students of translation at the postgraduate level and trainee translators might face. The

study contains some of the syntactic and semantic features of legal language that make it different from the general language.

1.2 Statement (of the study Problem):

Translation has become as a gateway for understanding and dealing with other nations and their civilizations (**Al Aqad, 2014, P.210**). Therefore, in this age of globalization and the internet, the need for authentic translation and competent translators is of utmost importance than ever. Because “legal text represents one of the most translated types of texts in today’s world as a result of the process of unification of Europe, and economic globalization” (**Melinda, 2011, P.357**).

Problems in translation may arise out from different reasons especially when the matter associated with translating texts from English to Arabic or vice-versa, such kind of interlingual translation, or “translation proper” which means an interpretation of verbal signs by means of some other language.

According to **Ghazala (1995)** the two languages belong to quite different language families. English on one hand. Is an Indo-European, West Germanic language. Arabic; on the other hand is a Semitic language. Since English and Arabic belong to two different and distant language groups; Germanic and Semitic subsequently, their grammars are quite different.

Kuraz (1987 -3) argues that the word/ words order is not the same between the two languages, subsequently the sentence structure is totally different between the two languages. For example the normal word-order in English is Subject + Predicate. And since there can be no sentence without a verb, the smallest English sentence must have the structure; (Subject+ Verb)
E.g. Children play.

Besides that, most English tenses don’t exist in Arabic grammar and this in particular poses problems when translating tenses into Arabic language. Moreover, in Arabic the sentence is either verbal or nominal, whereas in

English the sentence begins with a noun or a noun phrase. No sentence starts with a verb phrase even the superficial verb phrase sentence (Go out) is in fact a nominal sentence the noun phrase is understood because of the imperative form “you go out”. Therefore, English sentences usually start with subject followed by verb, while Arabic verbal sentences start with verb followed by subject.

1.3 Questions of the Study:

In order to investigate the problems of translating legal discourse, the following basic research questions are raised:

- 1- To what extent that legal discourse differs from ordinary language in terms of using modal auxiliaries and some certain structures?
- 2- To what degree that legal texts seem difficult to understand in terms of using Anaphoric/Cataphoric references such *hereto, hereby, thereof, whereof, hereof ...etc.*, synonyms and collocations such as doublets and triplets?
- 3- To what extent that foreign words are used in legal discourse in particular Latin and French such as: *bona fide, inter alia, ipso facto, purchase, jury, verdict, attorney, tort, property, chattel ... etc.* and to what degree this constitutes a problematic area in legal translation?
- 4- To what extent that the structure of legal sentence differs from the normal structure of an ordinary English sentence?

1.4 Hypotheses of the study:

This study sets out to test the following Hypotheses:

- 1- Legal discourse differs from ordinary English language in terms of using modal auxiliaries and certain structures with special denotations.
- 2- Legal texts seem difficult to understand in terms of using Anaphoric/Cataphoric references, synonyms and certain collocations.
- 3- Foreign words are frequently used in legal discourse specially Latin and French which constitutes problematic area in legal translation.

4- The structure of the legal English sentence differs from the normal structure of a sentence in the English language.

1.5 objectives of the study:

With reference to the study questions and problems, this study intends to achieve the following aims:

1- To highlight the differences in using modal auxiliaries structures in legal discourse as general and in civil contracts in particular.

2- To examine the difficulties in understanding Pronominal Adverbs (Anaphoric/ Cataphoric references), synonyms and certain collocations in legal discourse and in civil contracts.

3- To highlight the problematic area in using loan / foreign words in particular Latin and French words in legal discourse when rendering contracts and legal documents.

4- To explore the structural differences of legal English sentence structure versus the structure of the ordinary English sentence.

1.6 significance of the study:

The discipline of translation studies is to some extent a new discipline. Although the practice of translation is long established, the domain developed into an academic discipline only in the later part of the twentieth century.

Notwithstanding the fact that, the study of translation as an academic subject has come to existence quite lately; translation study has now become of the most vital and dynamic area of research.

The purpose of translation typically has been used to transfer the (SL) texts, into (TL) texts. In general the aim of translation is to reproduce various kinds of texts-including religious, literary, scientific and legal texts-in another language and thus making them available to wider readers.

Globalization and growth of international organizations (e.g, UN, EU, NATO, WTO) have brought increasing interest and significance in legal

documentation (e.g. legislation, regulations, agreements) using English as a principal language (**Dumitrescu, 2014, P.502**). “The importance of legal English lies expressively in its being the medium of international (including electronic) commerce. English is the standard language for many companies, for take-over bids, or for international commercial contracts, for arbitrations, for all cross- border legal translations and international legal issues in particular” despite all national language legislation. (**ibid, P.502**).

Therefore, the researcher has chosen translation as a field of study, because it is a new at the same time fertile academic research area that has started to evolve recently. On the other hand, legal translation has been playing an important role in communication both nationally and internationally. This has become ever more vital due to globalization and the establishing of international bodies (for example the UN and its different specialized agencies). Thus the need of multilingual legal translation has increased significantly.

The significance of this, stems from the fact that its result would help novice and trainee translators in the field of legal translation to improve their translational level and competence.

The study aims at investigating the linguistic problems related to translating legal discourse with special focus and reference on the problems pertaining to translating civil contracts. The study is an attempt to identify the difficult. Linguistic areas of legal discourse that students of translation and trainee translators are likely to face. Hence the study tries to find out the problematic area of translating legal discourse and the problems related to the specific significations of some certain words and structures when used in legal language. Whereby, the researcher investigates the common difficult linguistic areas that a translator needs to consider when rendering legal English discourse into Arabic. With focus on some of these difficult areas (for example the recurrence of some modal auxiliaries , using pronominal adverbs , the tendency of utilizing loan words in legal discourse besides the peculiar structure of a legal

English sentence) . To sum up, the study intends to evaluate linguistic problems of legal discourse that may pose some troubles to students of translation and trainee translators.

1.7 Methodology of the study:

The researcher adopts the analytical and the descriptive methods as useful methods in investigating academic problems. In addition to that. The researcher aims at collecting data objectively through observation and induction.

Sample /population:

The study targets both the students of translation and trainee translators. Subsequently the research is mainly based on the students of translations in post graduate level.

1.8 Limits (Scope of the study):

The study focuses on the legal language used in civil contracts, along with the language of legislation and international conventions.

Data analysis:

Some texts both in English and Arabic legal translation are used to analyse the features of English and Arabic legal discourse. For the purpose of analysing some difficult areas in legal discourse the researcher has chosen some legal texts related to civil contracts, international conventions, legislation and some legal instruments.

Chapter Two

Literature Review and Previous studies

Chapter two

Literature Review and Previous studies

Literature Review

2.0 Introduction:

This chapter involves extensive literary contents under the sub-titles literature review and related previous studies.

2.1 Overview:

The term translation is used to all processes and methods used to convey the meaning of the source Language into target language.

In other words, translation is the process of substituting a text in one language for text in another language.

J.C Cat Ford in 1965 defined translation as: “the replacement of textual material in one language (ST) (source language) by equivalent textual material in another language (TL) (target language)”. Thus, **Cat Ford** differentiates between “translation” and other linguistic forms and linguistic production such as transference or loan words. He claims the entitlement of translation within the linguistic theory.

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

While **New Mark (1988:5)**: comments that translation is rendering the meaning of a text into another language in the way that the author intended the text.

Translation studies as a branch of comparative linguistics is considered to be an academic discipline related to the study of the theory and phenomena of translation. Translation studies, the discipline which concerns itself with the theory and practice of translation has become of age and is maturing very

quickly. In fact, the practice of translating is long established, but the discipline of translation is to some extent new. This new field of study has begun to expand rapidly. So what does the term translation mean?

2.2 Various definitions of translation:

Scholars of translation have offered numerous definitions for translation:

Nida and Taber (1964-12) argue that:

“Translation consists in reproducing in the receptor language the closest natural equivalent of the source language message, firstly in terms of meaning and secondly in terms of style”.

J:C Catford in (1865) defined translation as:

“The replacement of textual material in one language (SL) source language by an equivalent textual material in another language (TL) target language. Thus, Cat Ford differentiates between “Translation” and other linguistics production such as transference or loan words. He claims the entitlement of translation within the linguistic theory as mentioned before.

While **Hassan Ghazala (1995-1)** comments that:

“As a subject, translation is generally used to refer to all the processes and methods used to convey the meaning of the source language into target language”. In the same context, **Peter New Mark** defines translation in his book:

“Approaches to Translation “as: “A craft consisting in the attempt to replace a written message and/or statement in one language by the same message and/or statement in another language”.

Meanwhile **Tytlar** wrote the first significant book on translation in 1970, stating that: “A good translation is one in which the merit of the original work is so completely transfused into another language as to be distinctly apprehended and as strongly felt by a native of the country to which that language belongs as it is by those who speak the language of the original work”. In the same respect (**Koller**) describes translation as “a text processing activity”.

Generally speaking; translation can be defined as: The process by which the translator substitutes a text in one language (SL) source language, for an equivalent text in another language, (TL) target language. In other words translation is used for the process of transferring ideas and meanings from one language to another language provided that the spirit of the original text is well preserved. Therefore, the concept of translation has a wide meaning; it could be used for any process that involves conveying a message from one language to another.

Analysis of the above definitions would reveal the following facts about the concept of translation:

A: The focus is on the term (text) which means everything that can be translated or rendered whether it is written (translation) or oral(interpretation) and whether this text is a clause, a sentence, a paragraph, a chapter in a book or either a complete book.

B: The translator /interpreter is deemed to be the major and pioneer factor in the process of translation.

C: Translation entails two languages; the source language (SL) which is the language from which one translates and the target language (TL) which is the language into which one translates.

D: Likewise, translation involves two texts; the source text (ST) which is the subject matter of translation and the target text (TT) which is the product of translation.

E: It is worth mentioning that, there is a distinction between the two terms; translation and translating. The former refers to the process or the activity, while the latter refers to the product. Similarly, to distinguish between translation and interpretation, the first one is written whereas the second is oral.

F: Translation can be understood as the result of a text-processing activity, by means of which a source language text is rendered into a target language text. Between the resulting text in L2 (the target language text) and the source text LI

(the source language text) there exists a relationship which can be designated as translational or equivalence relation.

Practically, translation involves two languages; the source language (SL) which is the language from which one translates, and the target language (TL) which is the language into which one translates. Hence translation is in fact a complicated process that may involve many problems and difficulties especially for the students of translation and trainee translators who are not well-versed in the field because translation as a complex process requires certain characteristics which a good translator should satisfy in order to produce reasonable and acceptable translation, such as mastering the two languages under translation, i.e. the source language and the target language, and he/she should also be broadminded in the two languages, in addition to that, a good translator should also be conversant in the terminology of the subject matter under translation, besides having quite a good background and knowledge about the subject or the text under consideration . Therefore, if the translator lacks such merits, or if he/she lacks enough experience, he/she will encounter some problems and difficulties in his/her translation.

As it has already been stated that the process of translation is complicated and rather problematic process that needs certain qualifications and specific skills regardless to the common mistake that a translator can translate any text of any field of knowledge from the source language into the target language. The researcher does not agree with such view, simply because there are various types of translations such as scientific translation, literary translation, press translation, medical translation, religious texts translation, legal translation... etc. So to say, it is very difficult for the translator to cope with all these different types of translations, and it is rather hard for him/her to be able to translate texts from all these varied and heterogeneous fields, because each of these types of translations has its own jargon, features, techniques, methods and terminology that may be completely different from the other types of translation. For

example, Legal translation (by legal translation it is meant translation within the field of law and legal system) has its own system, when you read a legal text then you will find out that legal language is a very specialized language that is used for specific purpose, so it is a technical language .The language of law is a system-and culture-bound language for special purposes. Consequently, legal language as a technical language often operates in a context that makes legal terms have meanings different from those they bear in non-legal context use. Therefore, legal translation is considered to be extremely challenging.

Translating legal texts from English to Arabic or vice-versa is not a mere process of rendering the terminology and grammar of the source language into equivalents in the target language. A translator of such texts is transferring from one legal system which is embedded in the (SL) culture into totally different (TL) system and target language culture.

English words that are used in law have different meanings from the everyday usage. For example , the familiar term “consideration “ refers , in legal language , to contracts , and means , an act , forbearance or promise by one party to a contract that constitutes the price for which the promise of the other party is bought . Thus , the legal translator should not only be competent in the relevant terminology ; but also she/he should have a deeper insight in the legal systems of both the source language and the target language . In this respect, a legal translator must strive to produce a text that expresses the intended meaning and achieves the legal effects intended by the writer of the original text.

That is why not every translator is capable or eligible of rendering legal texts, because legal discourse and legal texts constitute problematic area in translation.

Rendering text from English to Arabic or vice-versa is extremely challenging to the students of translation and novice translators this because the two languages are sharply different syntactically and semantically.

Another point worth mentioning is that concerning adjectives position in the sentence. In English for instance, the adjective precedes the noun whereas in Arabic the noun precedes the adjective. Last but not the least, in English there is remarkable tendency of using passive voice structure, while in Arabic passive structure is only used in certain limited cases. Passive structures and modal auxiliaries are considered to be the major area of difference between English and Arabic. Modal auxiliaries for example, can be problematic in terms of meaning associated to them and their negation, because associating the right modal with the right meaning is not an easy task and if one fails to translate the modal verb properly, that may lead to wrong interpretation.

All the above mentioned differences between English and Arabic may pose problems and difficulties in translation particularly for the students of translation and trainee translators when they try to translate texts from English to Arabic or vice –versa. Therefore, when translating from English into Arabic or vice versa, the translator must be aware of the differences between the two languages syntactically and semantically. In fact translation problem in general is any difficulty which makes translator stops translating to think and rethink about the obstacle hindering the translation process and begins to search for the most suitable solution that enables him/her to overcome such obstacle and carries on. Therefore a translation problem is anything in source language text which obliges us to stop translating.

Legal translation is in fact a problematic area of translation for the students of translation and trainee translators who are not professional in translation. Only qualified translators specializing in the field would be able to translate legal discourse properly. Because legal language involves complexity and sometimes ambiguity. Similarly, legal translation involves translation from one legal system into another. Hence, legal translation requires of a translator to be fully linguistically proficient in the source and target language, as well as being perfectly familiar with the cultures and legal systems of both the source

and the target languages. On the other hand, a mistranslation of a paragraph in a contract for example, could lead to lawsuits and loss of money. Getting the translation of legal instrument. i.e. a legal document wrong can cause serious consequences such as claiming compensation, misunderstanding of the legal instrument, confusion, undue delay and huge cost.

The legal translator must therefore, be very careful in transferring the meaning due to the fact that meaning is very significant in translation activity. If the translator cannot get the right meaning from the source language the result of his/her translation will be misled.

As stated before that translating legal texts involves transferring from one legal system which is embedded in the (SL) culture into different (TL) legal system and culture. English legal language has many words and terminologies that are dependent on culture and legal system. Since law is a culture-dependent subject field, i.e. it is typical for a particular culture. Legal translation is not a simple task. In this regard (**Ahmed Zidan 2015:47**) comments that; legal translation is a special and specialized area of translational activity. This due to the fact that legal translation involves law, and such translation can often does produce not just linguistic, but also legal impact and consequence. Therefore, in his view translation of legal texts leads to legal effects and may even induce peace and prompt a war. Legal translation requires specialist knowledge to ensure that there is no ambiguity in any of the target language. Legal texts are a source of problem in translation due to the accurate and complex nature of meanings and significations that legal discourse conveys. Legal discourse is different from other discourses as it must be unambiguous uses legal jargon and it must be very identical in its style. Because legal language is used mainly to perform certain acts such as declaring a right, making prohibition, giving permission or stating penalties. Hence, legal language differs from ordinary language broadly because its main purpose is not to communicate but to regulate. For instance , the function of a typical commercial contract is to

lay down the conditions in which the contract or certain parts of the contract come into effect, to state the obligations agreed between the parties to the contract and to define what each party may or may not do in performing the contract. Moreover, many of the legal terms in one language do not correspond to terms in another, so the problem of non-equivalence is a major source of difficulty in legal translation. Furthermore, highly formal words are usually employed in legal language. E.g. the word “*deem*” instead of “*consider*”, the word “*liable*” instead of “*responsible*”. Also, legal texts tend to use a number of words instead of one. E.g.: “*annul and set aside*” instead of “*annul*” or “*null and void*” instead of “*void*”. It is true to say that, 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. In other words, legal texts include documents such as; constitutions, contracts, deeds, orders, pleadings, statutes, wills, legislations and law reports. Meanwhile, legal text can be used to impose obligations, regulate relationships, declare responsibilities and perform legal actions. There are also other documents that can be classified as legal texts, such as; powers of attorney, charters, treaties, protocols and international conventions. Legal translation has its own system and methodology that is why not every translator can be said to be a legal translator, or has the capacity of rendering legal texts because legal texts constitute a problematic area in translation as mentioned above.

Legal translation distinguishes itself from other types of translation in that, the message is laid down in codes and that these codes represent particular legal concepts. The legal translator of legal discourse therefore, should be fully aware of these codes and consequently gives them utmost care while translating. Above all, success of the legal translator depends on his/her ability to analyse the problems of legal discourse. Based on the above grounds the researcher has chosen to investigate the linguistic problems of translating legal discourse with

especial focus on civil contracts as a field of study. The study aims to explore the problems of rendering legal discourse with special reference to that related to civil contracts .Meanwhile, the study extends to include discussing the general features and the main characteristics of the legal English discourse.

Translating legal texts needs certain skills, first of all the translator should be well versed in the language of law and its terminology in order to be able to cope with legal texts. Therefore, having a good knowledge of the legal system of the source and the target language is very important point that legal translator should put into consideration. A successful legal translator therefore, should be knowledgeable with special denotations of some specific words when used in legal texts. Because, legal language uses field-specific terms that are not used outside the legal environment. It also uses a number of polysemous words that acquire a specialized legal meaning besides their ordinary meaning. Along with good knowledge of linguistic structures that are often found in legal discourse. Ignoring these facts may lead to wrong, vague and unacceptable translation and severe legal controversy.

2.3 Significance and Function of Translation:

Throughout history, written and spoken translation has played a crucial role in inter human communication, not least in providing access to important texts to scholarship and religious purposes. As world trade has grown, so has the importance of translation. By 2008, in the European Union alone the turnover of the translation and interpreting industry was estimated at 5.7 billion euro. Yet, the study of translation as an academic subject only really began in the second half of the twentieth century. In the English-speaking worlds, this discipline is now generally known as “translation studies”.

As a matter of fact, translation performs several functions in our modern age. Nowadays. Translation plays an important and vital role in the progress of human culture. One of the significant objectives of translation is the process of

gaining and acquiring the knowledge of other nations' like, history, culture, art, civilization and achievements in various walks of life.

In this age of multilingualism and communication revolution, translation plays a major role in narrowing the gap between the different peoples of the world.

In fact translation tackles wide domains of human activities. For example, thanks to translation, great literary works and scientific information are exchanged among the different peoples of the world.

Due to the current freedom of social, political and economic interaction between people all over this global village, the demand for translation is more pressing than ever.

Practically, our ancestors have managed to learn about Greece, Roman, Persian and Indian sciences and civilizations by means of translating the scientific heritage of those nations. Therefore, no one can deny or ignore the significant role of translation and Arabicization in gaining the knowledge of other nations in different fields such as; engineering, astronomy, philosophy, medicine and mathematics....etc.

Building on what has been stated, it would be acceptable to emphasize that translation can be used as real facilities by which scientific researches, political information, works of art and economic news can be exchanged.

Likewise, since translating literary and philosophical works of other nations is of great importance in understanding the civilizations and cultures of the different peoples of the world; translation remains a significant factor in achieving this goal, simply because without translation it is rather difficult to get acquainted with any information about the way other people live. Hence, it wouldn't be easy to follow modern technology and up to date innovations. Subsequently translation is considered to be a corner stone towards renaissance, development and progress. Thus, it is true to say that, translation has become an indispensable weapon without which no advancement could be attained.

Consequently, translation is the bridge through which people can cross to the cultures, customs, traditions, and arts of other languages speakers. Let alone its important role in academic field and scientific research.

2.4 The role of the translator in the process of translation:

As it is stated that, a translator is considered as an essential factor in the process of translation, due to his/her remarkable role in the entire process. On one hand, a translator plays a very significant part in the principles and the approaches of translation, and on the other hand, he/she forms part and parcel of the cultural environment in which he/she lives, so this factor affects the process of translation greatly. Thus, building on these grounds and justifications an urgent question arises about;

Who is a translator?

A translator: Is the one who undertakes to do the translation process. In other words, a translator is a writer i.e. his/her work is to form or draft ideas into words directed to readership. The difference between the translator and the original writer is that; the original writer expresses his/her own ideas, while the ideas formed by the translator belong to others.

Translating involves an accurate work of research and terminological consultation on specialised texts. Thus, the translator becomes a researcher and a mediator who, after having deepened his/her knowledge in a specific field , acts between two universes that are conceptually and linguistically distant from each other as in the case of translating from English to Arabic.

Therefore, translation is not an easy work; it is rather a complicated mental activity that requires special characteristic. It is not enough to gain the knowledge of two languages in order to conduct translation because not every bilingual speaker is capable of performing translation. For example, legal translators are obligated to not only speak the target and the source languages fluently, they must be closely familiar with the law and legal system in the

country where the translated text originated, and the country for which the translation is being prepared as well .

Translation as a craft needs some certain skills and special qualifications. Translator's work is more difficult than that of the writer. Because the burden that lays on the translator is heavier. The rationale is that; while the writer expresses his/her own ideas using his/her native language i.e. his/her mother tongue, the translator sustains the dilemma and the burden of conveying not only the meaning of these ideas but also the spirit, sense and the flavour of the original text into another different language and different culture.

People use the word “translator” to indicate the one who undertakes to perform written translation, i.e. the one who transfers a written text from one language to another language. While the word “interpreter” is used to denote the one who performs oral translation.

2.5 Translator`s qualities:

There are some qualities that characterize good translators. Therefore in order to become a competent and skilful translator one should satisfy certain conditions and attributes such as:

A: Mastering the two languages under consideration i-e the source language and the target language in terms of their vocabulary, lexical structures and in terms of their metaphorical and syntactical structures. Legal language for instance, is considered a language for specific purposes. The syntactic, stylistic and lexical features that distinguish it from general language represent the first challenge to the translator.

B: Having a good knowledge of the cultural background of the two languages, because translation is not only a process of transcending linguistic boundaries from the source language to the target language, but it involves transcending cultural boundaries between the two languages as well. For example in translating an expression such as: *It warms the cockles of my heart.*

The translator should be careful and quite aware about the different connotations of the words (*warm* and *cold*) in the culture of the target language. Thus, the above sentence can be rendered into Arabic language as follows:

(إنها تتلج صدري – أو لقد قرّت عيني بها. والقرّ هو البرد)

Because of the different connotations of the words (الدفء والبرودة) between the English and Arabic culture.

Likewise in rendering the Arabic sentence: (الفتاة كالقمر في جمالها).

In rendering the above sentence into English. The translator should bear in mind that the word (القمر)(*the moon*) doesn't enjoy the same connotations in the English culture and environment. Therefore the proper translation of the above sentence is:

The girl is as fair as snow white.

Similarly the sentence: *He is working like a donkey.* Cannot be translated into Arabic as: (أنه يعمل كالحمار)

Because of the offensive connotations of the word (الحمار) in the Arabic speaker's culture and environment. Therefore, it is quite reasonable to translate this sentence as follows: (إنه يعمل بلا كلل أو ملل أو هو يعمل دون أن يكل أو يمل)

Here it is logical for the translator to choose among the various characteristics of (الحمار) that which best suits the context, conveys the meaning, gives sense and above all respects cultural norms. The meaning here focuses on someone who is a hard working. Therefore, trainee and novice translators suffer severely in translating the following sentences into Arabic:

- 1- *It is raining cats and dogs.*
- 2- *They are doing monkey businesses.*
- 3- *The work was a piece of cake.*
- 4- *I smell a rat.*
- 5- *Sometime pigs may fly.*
- 6- *The Pilot died when his plane was shot down in a dogfight.*
- 7- *I took it from the horse's mouth.*

- 8- *Sleeping policemen help reduce cars accidents.*
 9- *The pain you feel today is the strength you feel tomorrow.*
 10- *I wish my mind would never mind.*
 11- *He met his Water Loo.*
 12- *Give me a hand.*

Applying the aforesaid analysis the translation of the above texts would be respectively as follows:

- 1- إنها تمطر كأفواه القرب.
- 2- إنهم يقومون بأعمال مريبة / تدعو إلي الريبة.
- 3- كان عملاً سهلاً - ما أيسره من عمل .
- 4- إني استشعر مكروهاً.
- 5- أحياناً قد تحدث المفاجآت .
- 6- لقيّ الطيار حتفه عندما أسقطت طائرته في معركة جوية.
- 7- تلقيتُ النبأ من مصدره الحقيقي.
- 8- تُساعد المطبات الصناعية في التقليل من حوادث السيارات .
- 9- الضربة التي لا تقتلك تُقويك .
- 10- ليت بالي لا يبالي .
- 11- لقد منيَّ بشر هزيمة.
- 12- مد لي يد المساعدة .

So to say, most trainee and novice translators encounter difficulties in rendering the above sentences into Arabic and they may offer funny translations. Hence, a good acquaintance with the cultural features of the two languages is a positive and useful factor towards producing sensible and acceptable translation. Similarly, the sentence: **He turned yellow**. This sentence can be rendered into Arabic according to context as:

1/ إصفرَّ لونه.

2/ أظهر جُبنةً.

C: A good knowledge of the idiomatic expressions of the source and target language is an inevitable element for a diligent and eligible translator, because idioms are considered a problematic area of translation in particular for the

students of translation and non-professional translators. In this regard the researcher would like to point at some certain idioms and their equivalences in Arabic as follows:

- 1- *To spill the beans* *يذيع سراً*
- 2- *To let the cat out of the bag.* *يذيع سراً*
- 3- *To kick the bucket.* *(يلقى حتفه – يموت)*
- 4- *To have narrow shave.* *(ينجو بأعجوبة)*
- 5- *To beat one's breast.* *(يعض بنان الندم)*
- 6- *To burn one's boat* *(يسد مناف العودة)*
- 7- *It is a donkey work to write a book.* *(أنه لعمل شاق أن تؤلف كتاباً)*
- 8- *To add insult to injury.* *(زاد الطين بلة)*
- 9- *To beat one's enemy black and blue.* *(يضرب عدوه بوحشية)*
- 10- *To cry over spilt milk.* *(يندم علي ما فات)*

D: A translator needs to develop the skill of reading widely. In this respect, he/she needs to be like a researcher.

A successful translator is the one who endeavours to gain more and more information and knowledge in every field of sciences. The wider the translator reads, the better he/she translates. A sophisticated translator always carries on to develop his/her skills. No doubt gaining stock of knowledge in various fields of sciences enables the translator to translate more accurately. Thus, being knowledgeable facilitates the process of translation. On the other hand, possessing bilingual dictionaries besides specialized encyclopaedia is indispensable equipment towards conducting translation. Further more, a legal translator must able to use the language effectively to express legal actions, conceptions and achieves the desired effect.

E: A translator should be broadminded in the two languages under consideration. Moreover, he/she should also be well-versed in the subject matter under translation. In rendering legal texts for example, the translator should enjoy the legal mentality that enables him/her to offer an accurate and neat

translation in a logical legal discourse. Because translating legal texts from English into Arabic or vice versa is not a mere process of rendering the terminology and grammar of the ST into equivalents in the TT. A translator of such texts is translating from one legal system that which is embedded in SL culture into a totally different TL legal system and TL culture. In this respect the translator should enjoy a good sense of the main features of the source and target language. Due to the fact that, legal translation involves translation from one legal system into another, it necessitates of a translator to be linguistically well skilful in both the source and target languages, besides being quite familiar with the cultures and legal systems of the two languages.

F: In order to be a qualified translator, one also needs to enjoy the capacity of practicing translation continuously and constantly. Therefore, a translator should tend from time to time to make some comparison between his/her translations to make sure that his/her product sounds logical, acceptable and reasonable to the readership, and at the same time this product retains the exact sense and flavour of the original text. Thus, the translator should bear in mind that some certain texts need a special insight and deep understanding. For instance, translating religious texts requires awareness and good knowledge of religious concepts. Likewise translating technical texts entails a thorough knowledge about the jargon of the related subject matter.

A comprehensive knowledge of the subject matter besides enjoying a genuine desire considered to be important elements for a translator. In this respect **Justin O'Brien** argues that, there should be familiarity between the translator and the text being translated as far as possible.

G: In addition to what have been mentioned, a translator should enjoy the merit of fidelity and honesty in translating ideas and conceptions from the source text into the target text. In other words, he /she should try as far as possible to tend to objectivity and to a void subjectivity i-e he/she should not let his personal views and contentment affect his/her translation in some way or another. In this

respect, translators have traditionally been bound by the principle of fidelity. Convinced that the main objective of translation is to reproduce the context of the source text as accurately as possible, the translator should adhere very strictly to the original text. Likewise, it is a positive advantage for a translator to enjoy nearly the same talent of the writer of the original text.

H: Moreover, so as to become a competent translator, one needs to exert efforts to refine and brush-up his/her monolingual skills which enables him/her to improve his/her translation i-e listening, speaking, reading and writing. In this respect it is worth mentioning that there is difference between a bilingual speaker and a competent translator, the former can express himself /herself through using two languages, whereas the latter can convey what others say from one language to another effectively and correctly. Therefore, the researcher reemphasizes that, not any bilingual speaker can said to be a qualified or a competent translator.

I: Above all the translator should enjoy the advantage of quick response as well as the ability of concentration since translation is a mental activity. Besides the quality of perseverance, relaxation, self-confidence and patience. So to speak, patience in particular is very important quality for a prospective translator, because it keeps him/her carrying on his/her work regardless of any obstacles he/she may encounter.

J: Last but not least, a translator in some certain situation may need to make some footnotes and comments to clarify the meaning so as to give more sense to his/her translation and to add some aesthetic dimension and flavour to the product. In such case he/she plays the role of what is called translator educator whereby the translator here offers more explanations and interpretations to give sense to his/her translation especially in rendering literary texts. To give an example for such a case, let us presume that; while a translator is rendering a religious text from Arabic into English he/she comes across the word (العدة) "*iddat*" and since such word doesn't exist in the English culture and the word is

totally unknown to the native speakers of the English language, so here the translator can play the role of a translator educator or a translator interpreter by way of offering some explanations and interpretations to the word "*iddat*" as follows; "*iddat*" *the period during which a divorced or widowed woman cannot be married according to Islam.*

Similarly, the translator will apply the same principle when rendering the following words into English;

Sunna: "The sayings and actions of the prophet Mohammed, peace be upon him"

Ijma'a: "The unanimous opinion of all Islamic jurists".

Quiyas : "Opinion by analogy, whereby a jurist should seek a similar matter the provision of which is provided and apply the same provision to the problem in question because the reason is the same in both cases".

Wakf: "Property that is held mortmain for the benefit of religious establishments, and the usufruct of which may granted to private persons".

Sagia: "a water-wheel turned by a bullock to raise water from the Nile".

Likewise, the well-known Sudanese drink (حلو مر) can be translated as follows:

Hilo mor : (A Sudanese local drink made from a mixture of Dura paste and various spices cooked on a hot plate).

Legal translation is specialized fields of translation which is practiced internationally. It is a kind of translation that involves special language use, that is, Language for Special Purposes (LSP) in the context of law, or Language for Legal Purpose (LLP) (Cao, 2010 and Aghagolzadeh, 2012, p.126). Legal translation consists of taking a document in one language and switching it into another language whilst maintaining the same meaning. Legal translation deals with issues and terms. The field involves translating contracts, statues, patents any type of legal documentation. According to Wagner (2003): "in this era of modernisation and globalisation, legal translation plays an essential role as

means of communication enabling the mechanism of the law i.e. the legal reasoning and drafting-to work in more than one language" .Legal translation scope covers varieties of texts; contracts, regulations, deeds, wills, or statutes. However, legal translation can be classified into many types of typology. Legal translation is categorized under the specialist, or technical category of translation. Another classification by (Šarcevic, 1997), in which legal translation can be classified into three major categories according to the functions of legal texts in the source language which are: firstly, primary prescriptive, e.g., law, regulations, codes, contracts, treaties and conventions. Secondly, prescriptive, e.g. judicial decisions and legal instruments such as actions, pleadings, briefs, appeals, requests, petitions, etc. Finally, purely descriptive which include scholarly works written by legal scholars, such as legal opinions, law textbooks, articles etc.

According to **Stolze (2013)** the scope of legal translation can be summarized in the following cases for practical translation: First, personal administrative documents which are being used to create and enforce a right in another country such as birth certificates and or divorce decrees for marriage, affidavits, education certificates or diplomas for studies abroad, work testimonials for a new employer, medical certificates about an illness during holidays, police reports etc. Second, in penal proceedings such as court sentences, investigation documents for the request of international judicial assistance, summons, office tests and statements of charge may be translated for foreigners. Third, foreign court decisions which include articles of code (penal and civil proceedings) have to be translated. Fourth, trade, commercial and employment contracts are also considered and they need legal translator to cope with them. Finally, international treaties and political agreements are also considered as one of the cases of legal translation (**Stolze, 2013, pp.5-6**). Accordingly, legal translators should possess certain skills in order to do their job successfully. Firstly, legal translators must acquire the basic knowledge of the legal systems, both in the

source and the target language. Secondly, they must possess familiarity with the relevant terminology. Finally, they must be competent in the target language specific legal writing style (Smith, 1995, p. 181). Additionally, Wagner (2003) adds that legal translators must understand all mechanisms of the law, and the way legal texts are drafted, interpreted and applied in practice.

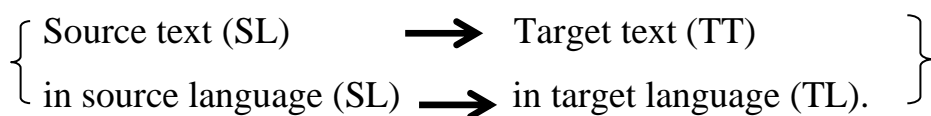
However, to produce a text leads to the required outcome in practice, the translator must be able “to understand not only what the words mean and what a sentence means, but also what legal effect it is supposed to have, and how to achieve that legal effect in the other language”(Šarcevic,1989,pp.286-297).Furthermore, the most important characteristic of any legal translation is that a large part of the SL (source language) is culture-specific, as every society has its own legal system. Therefore, the major challenge in legal translation is how to overcome the conceptual differences among languages. Translation practitioners have to render concepts into TL (target language) which differ from those familiar to its society not just minor decorations or connotations but primarily for institutional reasons. One of the example of culture specific terms such as, in Arabic, حق الشفعة “*Haque eshufaa*” (when a property such as a land or a house is to be sold in the market, the immediate neighbour to the property shall have a priority right over others to purchase it). Moreover, درء الحدود بالشبهات “*dir ellhudod bishobohat*”.These Islamic-specific legal terms may not find their equivalents in the TL. However, for the latter example, there might be an equivalent in legal English, e.g., 'the benefit of doubt", which is functionally used sometimes to dismiss a case in the court of law (Bostanji, 2010, p.65). Additionally legal translators differ from other general translators in terms of the method they employ to translate a legal text. They use techniques such as formal correspondence, functional equivalence, borrowing as well as descriptive paraphrases and definitions (AlWazna, 2013, p.906). Legal translators should always aim for producing a target text that have the same effect as that conveyed by the source text (ibid, p.906).

2.6 Categories of translation:

Translation is a process. This means that translation is not a single step/action; it rather involves several steps /actions. To be more specific; this process is of two types; written (translation) and oral (interpretation).

Translation refers to the process of substituting in writing a text in one language for a text in another language. A person doing such a type of written work is known as a translator. While interpreting is an oral translation, conducted by a person who masters two or more languages and conversant in the terminology of the subject matter under consideration.

The process of translation between two different written languages involves the changing of an original written text (the source text or ST) in the original verbal language (the source language or SL) in a different verbal language (the target language or TL).



Thus, when translating a product manual from Arabic into English.

The (SL) is Arabic and the target (TT) is English. This corresponds to "interlingual translation" and is one of the three categories of translation described by Roman Jakobson (1896-1982) who categories translation as follows:

2.6.1 Intralingual Translation: (الترجمة ضمن اللغة الواحدة أو في إطار اللغة الواحدة)

It is the process of substituting a text in a language code for a text in another code of the same language. In other words, it is an interpretation of verbal signs by means of other signs of the same language. It occurs when we produce a summary or otherwise rewrite a text in the same language. It can also occur when we rephrase an expression in the same language, say the processes of interpreting the holy Quran. Another example of intralingual translation is the substitution of one language variety for another variety of the same language. For instance using particular geographical dialect of Arabic to

translate a text in standard Arabic (a UN non-Sudanese Arabic official visiting refugees and displaced camps in Darfur). Another case is the use of one language variety to translate a text in register of the same language to illustrate that say, An advocate using standard legal discourse to train an under trainee lawyer.

2.6.2 Interlingual translation or translation proper : (الترجمة من لغة إلى أخرى أو الترجمة بين اللغات)

It is a process of interpreting verbal signs by means of some other language, whereby verbal signs of one language are translated into verbal signs of another language. It is interlingual translation, between two different verbal signs system, that has the translational focus of translation studies. A simple example of interlingual translation is the translation from English to Arabic or vice versa.

2.6.3 Intersemiotic translation, or transmutation : (الترجمة من علامة إلى أخرى أو الترجمة بين الدلالات)

This is as interpretation of verbal signs by means of some other language. In other words, it is a kind of communication through signs and sign system. It occurs when a written text translated into a different mode, such as music, film or painting. Thus, intersemiotic translation involves the process of substituting an oral message for a message in sign language or the other way around. A well known application for this type of translation is the use of sign language to interpret TV. News bulletins for deaf audience. Another practical example of this type of translation is found in the American Marine/Navy where captains of ships transfer verbal message by way of raising flags by some agreed upon system. This type of translation has been used since ancient times. Historically, the Indian who lived in the central plains and desert of the U.S.A had some unusual ways of communicating; tribes who spoke different languages could communicate using hand signals or by making signals at a great distance using smoke from fires (smoke signal).

Interpreting on the other hand, falls into three categories:-

2.6.4 At-sight interpreting : (الترجمة المنظورة)

It is the process of reading verbally in one language a text written in another language. As its definition tells, At-sight translation requires a written text to be read verbally by the sight-translator. At-sight translation is one of the most important skills for news casters as they need it to handle news (breaking news) that are reported while a news bulletin is presented on the air and there is no time to be translated. Or else, a beat might be missed.

2.6.5 Simultaneous interpreting:(الترجمة الفورية):

It is sometimes referred to as conference translation, which is a misnomer as translation is written while interpreting is oral. Simultaneous interpreting is delivered at the same time as the speech by an interpreter sitting inside a booth using interpreting equipment including; A console (a system fitted with switches enabling the user to select the language he/she desires in addition to other switches for voice quality control and relay) and head set including a microphone and an earpiece. Such type of interpreting is mainly used in meetings and international conferences which combine speakers of multi-languages.

2.6.6 Consecutive interpreting: (الترجمة المتتبعية):

It is an oral translation delivered by an interpreter in stretches or durations separated by intervals of pause. In other words, the speaker and the interpreter do not speak at the same time as the matter is in the case of simultaneous interpreting. The speaker must pause after every stretch of language and wait for the interpreter to catch up. It is permissible for a consecutive interpreter to take notes to assist him/her in remembering what the speaker says.

Consecutive interpreting is the older of the two, as it has been practiced for hundreds of years before the breakthrough for simultaneous interpreting came at the end of World War II when used for the first time during Nuremberg

Nazi trails. Before that, it was not known, where consecutive interpreting was used. The time factor is what makes simultaneous interpreting preferred in conference.

Every one of the aforesaid types of translation needs special training. Before deciding to have one or more as a profession, a prospective translator/interpreter must master translation first and know that from course he/she learns major rules and techniques of translation, it is his/her task to enrich his/her vocabulary by reading a variety of publications including books, magazines, newspapers periodicals and authentic references in addition to watching and listening to TV's programmes in English. Prospective translators/interpreters are advised to read authentic translations done by professional translators and develop critical contrastive thinking. He /she should bear in mind that practicing translation needs much patience and persistence since translation is not an easy task. The process needs constant training. Above all, a prospective translator/ interpreter should be ambitious because ambition is the desire for success. It motivates him/her to translate for the sake of satisfying personal interest. Therefore, translators who enjoy such quality are likely to evolve and develop their skills of translation/ interpretation very quickly.

Meanwhile some scholars classify translation into two main divisions namely :

[Translation by machine and human] with further subdivisions according to whether the machine /computer is working alone (automatic machine translator i-e computer assisted translator), whether the human translation is written or spoken translation “interpreting” , is consecutive or simultaneous.

After speaking about the different types of translation, let us present this question:

2.7 What do translators translate?

Translator translates neither grammar, words, style, nor sounds. They do translate one thing "Meaning" but "*what is meaning*"? Meaning is the product of the different elements of language taken together, occurring in a certain type of text and context, and directed to a certain kind of readership. Hence translators translate meaning, nothing else but meaning. Thus, they ignore any thing which has no relevance with meaning in translation. On the other hand, meaning is not the product of words only, but also of grammar, style and sounds.

2.8 How do translators translate?

The above question implies two points: The process of translation; and the methods of translation. As for the process of translation, it describes how we proceed at translating something in practice. In other words, it is the stages of translating. Do they translate a word by word, a phrase by phrase, a clause by clause, a sentence by sentence, a paragraph by paragraph or a text by text? Many would translate a word by word, taking translation to mean the translation of words from one language to another. But this is not acceptable in fact; each unit is called "a unit of translation". A unit of translation is any word or group of words which can give a small or large part of meaning when translated together. Therefore, it is a unit or "part" of meaning which can be taken together.

As regards to the methods of translation, theories of translation have suggested several methods.

Among these are:

- 1- *Literal Vs. free translation .*
- 2- *Semantic Vs. Communicative translation.*
- 3- *Formal Vs. Dynamic translation.*
- 4- *Non-pragmatic Vs. Pragmatic translation.*
- 5- *Non-creative Vs. Creative translation.*

It is not the intention of the researcher in this study to go through the details of the aforesaid methods, because there is no need to do that in this study which its core function is to investigate the linguistic problems of rendering legal discourse and focus on the problematic areas of translating civil contracts from English to Arabic and vice versa.

Translating from English to Arabic or vice versa involves many problems and difficulties, because the two languages belong to totally different linguistic families. On the other hand, rendering legal discourse between the two languages is really a problematic area for translators in general and for the students of translation and trainee translators in particular. Because legal language is considered a language for specific purpose. The syntactic, stylistic and lexical features that distinguish it from general language represent the first challenge to translators. From a lexical point of view for example; legal discourse is extremely elaborative, redundant and almost impenetrable to the lay man. Legal texts *inter alia*, are characterised by a considerable amount of obsolete, out of date words and expressions that have almost disappeared in modern language. A clear example is given by the recurring presence of unusual adverbs such as (*whereof, thereof, whereas wherefore, thenceforth, forthwith, hereto, hereof, herein...etc.*) and the preservation of the "eth" ending for the third person singular of the present tense like (*witnesseth Vs. witness, doth Vs, dose, hath Vs has ...etc.*).

In addition to using some certain synonyms and couplings such as:

Made and signed: تحرر

Terms and conditions: شروط

By and between: بين

True and correct: صحيح

Null and void: لاغ

Each and every: كل

Deem and consider: يعتبر

Beside using some borrowed "Loan words" from other European languages specially Latin and French such as: (*Schedules, terms, quash, appendix, annex, addendum...etc.*). Syntactically speaking, sentences in legal documents are generally much longer than in ordinary language. While in terms of style, legal English is extremely wordy. This is also due to the high concentration of a synonyms and binomials (a sequence of two words used to refer to the same meaning) that can be found in a text (e.g. new and novel, care and attention, false and untrue, terms and conditions, renounce and abjure). Another prominent feature of legal language is the use of some modal auxiliaries with different significations. For example the modal verb: shall" is used in official documents to show a law, command, promise, etc. E.g. "All payments shall be made by the end of the month". "Shall" here is different from the auxiliary verb which indicates the future tense. On the other hand, differences in cultures and traditions represent one of the main hindrances to the translator's work. Besides that, the linguistic difficulties originating from culture and social differences are inevitable.

Legal English discourse has its own features and characteristics which makes it different from the ordinary English language. Therefore, it is considered to be a problematic area of translation as will be seen when discussing the coming chapters of this study.

Generally speaking, translating legal texts is complex both linguistically and culturally. However, the researcher will discuss the above points elaborately in another part of this study.

2.9 Definition of a contract:

According to **Muhammad, K, Alawi (2010)**, in today's world, contracts are the legal documents ordinary people are likely to be familiar with. This leads to the following questions : what does the term of contract mean ? .

In fact this term (**contract**)has been given several definitions; According to **Black's law Dictionary** , " a contract or agreement is either where a promise is

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

Meanwhile, **Gubby ,H (2007:170)** comments that ; contracts are specific types of agreement between two or more parties that are binding in law. In his book *A linguistic Analysis of some problems of Arabic – English translation of legal texts* “**Ahmed .A .Y.Zidan** defined contracts as “ contracts are agreement between two or more parties to exchange performances in a given situation for a specific purpose and to establish the agreement that the parties have made and to fix their rights and duties in a accordance with that agreement”. In the same context, **G.H.Treitel (1979:1)** States that “A contract maybe defined as an agreement which is either enforced by law or recognized by law as affecting the rights or duties of the parties” . The law of contracts in his view is, therefore primarily concerned with three questions :

Is there an agreement? Is it on which should be legally recognized or enforced , or in other words , what remedies are available to the injured party when a contract has been broken .Analogously , A contract can be defined as a mutual agreement between two or more competent parties for a valuable consideration to do or to abstain from doing some certain act .In other words, a contract is a promise or a set of promises for the breach of which the law gives a remedy , or the performance of which the law in some way recognizes as a duty.

Generally speaking , a contract results or a rises out of binding agreement between the parties to it .Similarly , a contract may also be defined as an agreement creating binding obligations. Therefore , the law of contract is mainly concerned with the process of reaching agreement and with the contents of the agreement when reached. By one definition “ a contract is a promise or a set of promises for the breach of which the law gives a remedy ”

Building on the definitions above we can conclude that ; the elements of a contract are :

1/ an agreement 2/ between competent parties 3/ based on the genuine assent of the parties , that is 4/ supported by consideration , 5/ made for a lawful objective , and 6/ in the form required by law .

2.10 Textual Features of Legal Contracts:

Legal contracts are simply agreements between two or more parties to exchange performance in a given situation for a specific purpose. The legal actions to be performed are set forth in the substantive provisions in the form of obligations, permissions, authorizations and prohibitions, all of which are enforceable by law (Šarcevic, 2000, pp.133-134). Legal contracts have some basics which make them different from other forms of agreements between two parties. In a legal contract, there must be a legally enforceable agreement between two parties who may be individuals or groups, non-professionals or juristic experts. This agreement is often described as a “meeting of minds” (Al Caraz and Hughes 2002, p.126). Then there must be valuable consideration given and received by each party. After that, the parties must intend their promises to be acted on and to be legally binding. Moreover, the subject matter of the contract must not be illegal or “tainted with illegality”, so called “contract killings” are not contracts in law.

Further, the contract must be freely entered into by both parties and both should be of equal bargaining power. Any agreement brought on by fraud, unreasonable influence or oppressive means may be set aside, as may be an unfair bargain or one-sided agreement bargain (Al Caraz and Hughes 2002, pp.126-132).

According to Al Caraz and Hughes (2002, pp.127-132) legal contracts vary a lot but they have the following textual features: First, the descriptive phase of the contract which identifying the types of the action undertaking, commencement or promises of the parties of the contract. Second, recital or

preamble is usually common in formal contracts where parties recite the reasons that led them to construct such contract. Commercial contracts sometimes follow this tradition by supplying details of parties' identities, interests and relations to one another and the overall purpose of the contract. Third, the operative provisions, this part usually begins with a clause pronouncing the existence of an agreement between the parties and giving force to it by using a performative verb such as agree, promise, undertake... etc. the rest of this section is devoted to detailed specification of overall bargain of parties. Fourth, definitions of terms, defining terms is something of utmost importance in some contract to make the intentions clear. Fifth, consideration section, this part is often dedicated to clarifying the nature of mutual exchange of benefits between the two parties.

Therefore, it is the legal sense of the term consideration as in “ in consideration of ” which means in exchange that is intended here. Sixth, representation and warranties section, this part asserts a matter of fact necessary to guarantee the good faith of each party, such assurances are the ones like those of the quality of the goods sold or services provided the right of each party to act in the contract, and the legal assumptions on which the contract is entered into. Seventh, applicable law, this section illustrates that the two parties state the set of laws to govern the agreement along with clarifying the courts which are competent in case of dispute. Eighth, severability, this section is optional in which the two parties may agree that if any party of the contract is deemed inoperative or unlawful, the rest of the agreement will remain valid and binding. Ninth, signature section, the signatories names are printed legibly above or below their signatures, and if any of the parties are juristic person, his/her professional capacity is appended. Finally, schedules, these are known as “exhibits”, “appendices” or “annexes”. They contain miscellaneous information of interest to the parties (e.g. shipping documents, technical specifications, power of attorney, or other similar materials. All these textual features of such

legal contracts may make them much more difficult and challenging to translate than other legal texts. Therefore, translation practitioners need to put into consideration all these sections when translating legal contracts from English into Arabic or vice versa. Furthermore, **Hiltunen (1990, p.13)** offers guidelines and standard criteria on writing and easy-to-understand legal documents for translation practitioners and legal drafters: first, long, archaic should be avoided, second, sentences should be made short where possible and translators should get rid of all superfluous terms and long sentences can be shortening mechanically, third, active voice should be preferred over passive voice, fourth, documents should be made more personal, i.e. the use of pronouns is desired on the account of nouns when they refer to the parties of an agreement, finally, present tense are recommended to be used and they should be finite than participles. The above mentioned criteria aim at making legal documents comprehensible to the lay man (**Dámová, 2007**). Therefore, a good and competent legal translator must be linguist and should have knowledge in the legal field and this would very likely help them to overcome legal translation challenges and difficulties (**Kananer, 2005**).

2.11 Parties to a contract:

As it has been stated that, by one definition, “a contract is a promise or a set of promises for the breach of which the law gives a remedy”. Hence, the person who makes a promise is the **promisor**, and the person to whom the promise is made is the **promisee** . If the promise is binding , it imposes on the promisor a duty or obligation , and the promisor maybe called the **obligator** . The promisee who can claim the benefit of the obligation is called the **obligee** . In written contracts, parties may be referred to by name. More often, however, they are given special names that better identify each party. For example, consider a contract by which one party agrees that another may occupy a house upon the payment of money. The parties to this contract are called **landlord** and **tenant**, or **lessor** and **lessee**, and the contract between them is known as **a lease**.

Parties to other types of contracts also have distinctive names, such as ; **vendor** and **vendee** for the parties to a sale contract . **Shipper** and **carrier** for the parties to a transportation contract, and **insurer** and **insured** for the parties to an insurance policy.

2.12 Essentials of a contract:

In order to create a contract, certain elements should be satisfied. These elements are called the essentials of a contract. They can be summarized as follows:

- 1- The capacity of the parties to the contract .i.e the parties to the contract should be well competent to enter into contractual relation of their own free will.
- 2- The correspondence of offer and acceptance. (Meeting of Minds). The contract involves an offer to another party, who accepts the offer . The consent of the parties to a contract is arrived at by the meeting of offer and acceptance. On the other hand, the parties to the contract should have a mutual understanding of what the contract covers .
- 3- The presence of consideration (Mutual consideration). In order to be valid, the parties to a contract must exchange something of value.
- 4-The intention to create legal relation.
- 5- The legality of the agreement.
- 6- The genuineness of consent, in other words, there must be absent of mistake, duress and undue influence.

2.13 The Main Characteristics of a Contract:

Among the various characteristics of a contract, for the purpose of this study, the following can be mentioned:

- 1- A contract binds only the parties to the contract. It cannot impose a duty on a person who is not a party to it. This principle is known as “the doctrine of the relativity of the contract effects”.

2- A contract is not concluded unless the parties agree on all issues which are the subject matter of the negotiation between the parties in connection with such contract.

3- For the contract to be concluded the offer and acceptance shall correspond.

4- For a promise to become an-enforceable contract, the parties must also agree on the essentials terms of the contract such as price and subject matter.

5- The parties must have intent to enter a binding agreement.

2.14 Types of Contracts:

A contract intends to formalize an agreement between two or more parties, in relation to a particular subject. Contracts can cover an extremely broad range of matters, including but not limited, sale of goods or real property, lease contract, employment agreement, partnership agreement etc.

However, contracts maybe divided into two main types, **civil** and **commercial**, contracts.

By civil contracts we mean those contracts by which individuals organize their transactions by civil law, such as; the contract of apartment lease between natural persons. While commercial contracts are those contracts organized by commercial law.

2.15 How a contract arises?

A contract is based on agreement. An agreement arises when one person “The offeror” makes an offer and the person to whom the offer is made the “offeree” accepts. In making an offer, the offeror , is in effect extending a promise to do something , such as paying a sum of money , if **The offeree** will do what **the offeror** requests . Hence, there must be an offer and acceptance. If either is lacking i.e. ‘an offer and an acceptance’ there is no contract. It is not in the intention of the researcher to prolong his speech about the concept of contract in detail in this part of the study which is mainly devoted to shed light on the definition of the term ‘**contract**’, it’s general features, its basic types and

its formation in a nutshell .Because investigating the concept of contract in detail needs specialized legal studies.

2.16 The layout of a contract:

Civil contracts should contain the following information:

1- Contract Title:

A contract should have a title which defines the subject matter of the contract .E.g.:

- An Employment Agreement : عقد عمل
- A contract of sale of land : عقد بيع أرض
- A lease contract : عقد إيجار

2- The date of the contract :

Each contract should contain a clause expressing the date of concluding it.

E.g :

This agreement is made and entered into **this Saturday , the 19th day of August in the year 2015** . By and between:

تحرر هذا العقد اليوم السبت الموافق 19 من شهر أغسطس سنة 2015 بين كل من :

Dated this day of October, 2019

صدر بتاريخ شهر أكتوبر 2019 م

3- Information related to the parties of the contract .E.g :

Mr. Ahmed Ali, (ID) NO:.....Issued from Ministry of interior on 9,9,1999 , hereinafter referred to as (First Party)

السيد / أحمد علي ويحمل بطاقة هوية / شخصية رقم /..... صادرة من وزارة الداخلية بتاريخ 1999/9/9 والمشار اليه فيما بعد (بالطرف الاول)

4- A clause indicating that the parties have legal capacity to conclude the contract .E.g :

Both parties hereto declare that they are legally competent (have legal capacity) to enter into this contract and hereby agree as follows:

يقر الطرفان بأهليتهما القانونية لإبرام هذا العقد وإتفقا علي الآتي :

أو :

بعد أن أقر الطرفان بأهليتهما للتعاقد إتفقا علي مايلي :

5- The preamble: Which expresses the purpose of concluding the contract .i.e. (the subject matter of the contract) .

6- Terms and conditions of the contract:

Terms and conditions of each contract set out the mutual obligations of the parties and the points agreed upon .They differ according to the subject matter of each contract.

7- Conclusion and signature of the parties: E.g :

In witness thereof, the said parties have hereunto set their hands and seals the day and year first above written.

وبما ذكر تحرر هذا العقد في اليوم والسنة المذكورين في صدره وامضاه الطرفان وبصماه بخاتميتهما .

In witness whereof, parties aforementioned hereunto affixed their hands on the date herein before written.

وبما ذكر أعلاه وقع الطرفان وبصماه بخاتميتهما في التاريخ اعلاه الموضح في صدر العقد .

2.17 Common Terms of Contracts

There are some common terms and conditions that recur in most types of civil contracts such as :

1- Definitions : تعريفات

Most civil contracts include an introductory provision which expresses the meanings of the terms that frequently used in the contract .E.g :

The following terms and expressions shall have the meanings assigned to them respectively.

تكون للمصطلحات والتعابير التالية المعاني الموضحة قرين كل منهما .

2- Construction: تفسير النص

E.g :

1- Words purporting the singular also include the plural and vice versa where the context requires.

تتضمن الكلمات التي ترد في صيغة المفرد أيضا معنى الجمع والعكس صحيح حسبما يقتضي السياق .

2- Words and phrases herein contained shall be construed as in the singular or plural and as masculine , feminine or neuter gender , according to the context .

تفسر الكلمات والعبارات الواردة في هذا العقد في صيغة المفرد كما في الجمع وفي صيغة المذكر كما في المؤنث او المحايد حسبما يقتضي السياق .

3- Default:التخلف عن اداء الإلتزامات:

This article usually stipulates the procedures that will be taken where one party fails to fulfill any of its contractual obligations, this article may include (**penal clause** شرط جزائي). E.g :

1- Without prejudice to the terms and conditions hereof, this contract shall be automatically cancelled without need to notice, warning, or taking legal proceedings if either party fails to fulfill any of its obligations hereunder and the party shall have the right to claim appropriate damages.

مع عدم الإخلال بما جاء بشروط التعاقد ، يعتبر هذا العقد مفسوخاً من تلقاء نفسه دون حاجة إلي تنبيه او إنذار او إتخاذ إجراءات قانونية متي أخل أحد الطرفين باي إلتزام من إلتزامته الواردة في هذا العقد ، ويحق للطرف الآخر الرجوع عليه بالتعويض المناسب .

2- If Buyer should default or breach its obligations under this agreement , Seller shall be entitled to receive and retain the security deposit as liquidated damages .

إذا تخلف المشتري عن اداء إلتزاماته بموجب هذا الإلتفاق او أخل بها ، فإنه يحق للبائع استلام واحتجاز العربون كتعويض مقرر .

4- Notices: الإخطارات

This article includes the selected legal address by each of the contracted parties for his/her correspondence .E.g :

- For the purpose hereof, the place of the receipt of notices shall be the place designated by both parties as follows:

First Party :

Second Party :

لاغراض هذا العقد ، يكون المحل المختار لإستلام الإخطارات هو العنوان الذي يحدده كل طرف علي النحو التالي :

..... : الطرف الأول :

..... : الطرف الثاني :

5- Entire Agreement: الجُب والحُلُول

E.g :

This agreement is the entire contract between the parties with respect to the subject matter hereof and supersedes all prior contracts between parties hereto with respect thereto.

هذا الأتفاق هو كل العقد بين الاطراف فيما يتعلق بموضوعه ويحل محل كل العقود السابقة بين أطرافه فيما يتعلق به .

6- Disputes settlements: تسوية النزاعات:

E.g :

Any dispute between parties hereof arising out of the interpretation, enforcement or execution of this contract shall be subject to the jurisdiction of Sudanese courts.

أي نزاع ينشأ بين الطرفين فيما يتعلق بتفسير او تطبيق او تنفيذ هذا العقد ينعقد فيه الإختصاص للمحاكم السودانية .

7- Applicable (Governing) law: القانون الواجب التطبيق / القانون المعمول به

E.g: This Agreement shall be governed and interpreted in accordance with the English law .

يخضع هذا الإتفاق ويفسر وفقاً للقانون الإنجليزي .

8- Counter parts : نسخ العقد

E.g :

This contract is executed in duplicates one per each party for necessary action .

تحرر هذا العقد من نسختين طبق الاصل بيد كل طرف نسخة للعمل بموجبها عند الإقتضاء

9- Attorney's fees: أتعاب المحاماة:

E.g :

1- Buyer shall be solely responsible for the payment of fees , costs and expenses in connection with the preparation , consummation , execution , and documentation hereof .

تكون جميع مصروفات هذا العقد وأتعابه وإستيفائه التام وتسجيله علي عاتق المشتري وحده دون سواه .

2- Buyer and Seller represent and warrant to one another that they have not dealt with any broker , mediator or like agent who might be entitled to a commission on account of the sale of the property to Buyer .

يقر المشتري والبائع كل للآخر بأنهما لم يتعاملا مع اي سمسار أو وسيط أو مايشبه الوكيل قد يكون من حقه الحصول علي عمولة علي حساب بيع العقار للمشتري .

3- Each party shall pay the fees and expenses of its own attorney in connection with the preparation, negotiation and execution of this agreement.

يدفع كل طرف اتعاب ومصاريف محاميه فيما يتعلق بإعداد هذا الإتفاق والتفاوض بشأنه وتنفيذه

10- Representations and Warranties: E.g: الإقرارات والتعهدات :

Seller hereby represents and warrants the following to the buyer for the purpose of inducing buyer to enter into this agreement and to consummate the sale and purchase of the property.

يقر ويتعهد البائع بما يلي للمشتري بغرض تشجيعه علي الدخول في هذا الإتفاق واتمام بيع وشراء العقار .

11- Successors : الخلفاء:

E.g :

This agreement shall be binding to each of the parties hereto and their respective successors, assigns and personal representatives .

يعتبر هذا الإتفاق ملزماً لكل من طرفيه ولمن يخلفهما ويتنازلان لهما ولممثليهما الشخصيين .

12- Assignment : التنازل:

E.g :

The second party shall not assign any of its rights or delegate any of its duties, under this agreement without the written consent of the first party

يمنع علي الطرف الثاني التنازل عن أي من حقوقه او إسناد أي من واجباته بموجب هذا الإتفاق للغير بدون موافقة كتابية من الطرف الاول.

2.18 The effect of legal English discourse on the language of contract:

There is a remarkable relationship between the language of contracts and the legal discourse in general, because the language of contracts involves all the attributes aspects of the legal discourse under investigation in this study.

This view can be illustrated through the following points:

2.18.1 Modal structures in civil contracts:

As it is stated that, modal structures are used with special significations in legal language in general. For example, the modal verb “**shall**” is used in legal discourse to express obligation. To apply this rule on civil contracts, the following examples can be mentioned;

1-Tenant **shall pay** the rent not later than the fifth day of each month.

يجب علي المستأجر دفع الأجرة في موعد غايته / أقصاه اليوم الخامس من كل شهر.

2- Agent **shall not represent** a third party during the agency term.

يمنع الوكيل عن تمثيل الغير طوال فترة الوكالة .

3- The contractor **shall comply** with Engineer’s instructions.

يجب علي المقاول الإلتزام بتعليمات المهندس .

On the other hand, the modal verb ‘**may**’ is used in legal English discourse as a signifier of permissibility; it is translated as (يجوز) rather than (يمكن). “**May not**” is rendered as (لايجوز).

The same can be said as regard to civil contracts. So, consider the following sentences;

1- The landlord **may enter** the premises without tenant’s consent in case of emergency.

يجوز للمالك في حالة الضرورة دخول العقار المستأجر دون موافقة المستأجر .

2- The tenant **may not sublet** the premises to third party.

لا يجوز للمستأجر تأجير العقار موضوع الايجارة إلي طرف ثالث من الباطن .

2.18.2 Pronominal Adverbs/Anaphoric and Cataphoric references in civil contracts:

As regard to using pronominal adverbs or what is known as anophra devices in civil contracts, the following examples can be given;

1- Now therefore, both parties **hereto** agree and covenant as follows.

2- The second party may not assign the contract or any part **thereof**, or benefit or interest **therein**, or **thereunder**, without the prior consent of the first party.

لا يجوز للطرف الثاني ان يتنازل عن العقد أو اي جزء منه أو أية ميزة أو مصلحة فيه أو بموجبه بدون موافقة مسبقة من الطرف الأول .

3- In witness **whereof**, the said parties have **hereunto** set their hands and seals the day and year first above written.

وبما ذكر تحرر هذا العقد في اليوم والسنة المذكورين في صدره وامضاه الطرفان وبصماه بخاتميهما .

2.18.3 Obscure and unfamiliar terms in civil contracts:

As it is discussed , that legal English discourse still uses some out of date words and rather ambiguous terminology that are no longer exist in modern English language .

Such unfamiliar words still recur in the language of civil contracts. Consider how the following words are used in these sentences;

“Said”

1- The lessee agrees to pay the water tax charged against **said** premises when due.

2- The **said** party of the second party hereby agrees to purchase **said** premises at **said** consideration of\$ and pays the **same** as follows:

يوافق الطرف الثاني بموجب هذا العقد علي شراء العقار المذكور بالمبلغ المذكور وهو دولار وان يدفع هذا المبلغ كما يلي :

“The same” E.g :

The tenant shall pay all the taxes regularly levied and assessed against premises and keep **the same** in repair.

يدفع المستأجر كل الضرائب التي يتم جبايتها وتقريرها بشكل منتظم علي العقار ، ويحافظ علي العقار بحالة جيدة .

“Such” E.g :

If the contractor incurs any further cost...., then the employer shall take **such** costs into consideration.

في حالة تكبد المقاول أي تكاليف اخري ، يضع صاحب العمل هذه التكاليف في الإعتبار .

“Whatsoever” E.g :

If a dispute (of any kind **whatsoever**) arises between the parties in connection with, or arising out of the contract, it should be settled through arbitration.

في حال نشؤ نزاع (من إي نوع) بين الاطراف فيما يتعلق بالعقد او بسببه ، ينبغي تسوية هذا النزاع عبر التحكيم .

2.18.4 Synonyms in civil contracts:

Synonyms or near synonymous words or what is known as doublets and triplets are commonly used in legal English discourse as well as in the language of civil contracts. E.g :

1- This agreement may not be **altered, a mended, changed** or **modified** unless the same shall be agreed in writing and signed by the party to be charged.

لايجوز تعديل هذا الاتفاق بشكل جوهري او ثانوي او تغييره أو تحويره ما لم يتم الاتفاق علي ذلك كتابة ويوقع الطرف الذي يتحمل مصاريف ذلك .

2- The first party hereby **grants sell** and **transfer** unto the second party.

2.18.5 Collocations in civil contracts:

E.g :

1- This contract is **made and entered into** this Sunday the fifth of December in the year 2019. **By and between**.....

2- The contractor shall **unless and until** the contract is terminated under the provisions of this clause, continue to do his best to complete the execution of the works.

يتعهد المقاول بأن يواصل بذل أفضل جهوده للإنتهاء من تنفيذ الاعمال ما لم وإلي أن يتم إنهاء العقد بموجب نصوص هذا البند .

3- Landlord shall make all repairs and do whatever is necessary to **put and keep** the dwelling unit in a **fit and habitable** condition.

يتعهد المالك بإجراء كل الإصلاحات وعمل كل مايلزم للحفاظ علي الوحدة السكنية في حالة ملائمة وصالحة للسكن .

2.18.6 Foreign /Borrowed words in the language of civil contracts:

As far as using foreign words in the language of civil contracts is concerned, consider the following examples:

1- The **schedules, annexures** and **appendices** to this agreement shall form an integral part of this agreement.

تعتبر الجداول والملاحق المرفقة مع هذا الإتفاق جزء لايتجزأ من الإتفاق .

2- This writing, including any **addendum** attached hereto, constitutes the entire agreement between the parties.

يشكل هذا المحرر بمافي ذلك أي ملاحق له كل الإتفاق بين الأطراف .

3- A party claiming **force majeure** has the burden to prove the direct relationship between **force majeure** and the non-performance of its obligation under this contract.

يقع علي الطرف الذي يدعي الظروف الطارئة عبء إثبات العلاقة المباشرة بين الظروف الطارئة وواقعة عدم وفاء هذا الطرف بالتزاماته التعاقدية بموجب هذا العقد .

2.18.7 Sentence structure in terms of the language of contract:

As the matter with the structure of general legal English sentence, similarly in the language of civil contracts sentences usually takes the following structure:

(Subject + shall / may + v + complement)

Or

(Subject + shall / may + be + P.P)

To illustrate the point, the following examples can be stated:

1- Tenant **shall use** the described property as a dwelling unit.

يشغل المستأجر العقار الموصوف ويستخدمه للسكن .

2- The contractor **shall be deemed** to have satisfied himself before he/she has submitted (before submitting) his/her tender as to the correctness of this tender.

يعتبر المقاول قد إقتنع بصحة عطاءه قبل ان يقدمه (قبل تقديمه) .

2.18.8 Lexical repetition in the language of civil contracts:

As it has been emphasized that lexical; repetition is deemed to be one of the distinctive features of legal English discourse, the same could be said with regard to the language used in civil contracts.

E.g :

- 1- The **lessee** shall pay to the **lessor** at the office of the **lessor**.
- 2- The preamble to this **contract** shall form an integral part of this **contract**.

2.18.9 Separation of subject and verb in the language of civil contract:

E.g :

Subject

verb

Tenant shall at the time of execution of this rental agreement **pay** to the landlord in trust the sum of

يدفع المستأجر للمالك عند تحرير هذا العقد الايجاري مبلغ تأمين قدره

2.19 Previous studies

As survey of existing literature, related to the problem under investigation, forms an important aspect of any research work, this section will offer a brief review of pervious related studies worldwide along with literature related to the topic investigated in the Arabic region.

Holi Ibrahim(2016) conducted study investigating legal contract translation problems. Whereby the researcher endeavoured to explore practitioner perception and views about the challenges and difficulties related to translating legal contracts in the Gulf context, particularly in Oman and the UAE. The findings of the study showed that translation practitioners' perceptions about legal contracts translation challenges are consistent with findings in the empirical literature. The study concluded that the most apparent challenges are language-related challenges, and culture-specific challenges, respectively.

The study also concluded that some relevant recommendations: inter alia; legal contracts should be translated by well-trained and certified translators and they should have the legal background, so that it could help them to do their jobs successfully. On the other hand, workshops and training on legal translation should be conducted periodically and training should be one of the requirements for practising and joining legal translation industry. Moreover, translation of legal contracts should be accredited individually and that should be conducted by experts and specialized bodies.

Further legal translation practitioners should collaborate with legal documents drafters and lawyers to raise their awareness to cope with legal translations-related difficulties and challenges.

Amal AL rishan(2018) conducted study investigating the problems and difficulties translation students face in rendering legal texts from English to Arabic.

The participants of the study were 35 undergraduate translation students at AL Buraimi University College in Oman who were selected purposefully. The primary tool of the study used by the researcher was a translation text consisted of a UN text which was submitted to students to detect the difficulties they encounter in translating legal texts. The researcher examined the students' translations who were allowed to use all possible reference to help them to handle with the text in classroom. The findings of the study revealed that translation students face major difficulties in rendering legal texts from English to Arabic. These difficulties can be classified as: problem in the layout of the text, tenor problems, lexical problems and collocations problems. The researcher attributes the results of the study to the specific of the translation of legal texts which requires high linguistic and pragmatic competence and professionalism in the field from the part of the translator.

Dumitrescu (2014) conducted a study to identify the difficulties and find approaches in translating legal text which involve a lot of different types of translation problems. The researcher states that the translator has the task to discover proper strategies to render the translated texts comprehensible for the reader in the target language and simultaneously reflecting the unique character of the legal system from the source language country. A number of necessary translation strategies were identified by **Dumitrescu** that the translators should put into account: the borrowing of the original terms, the naturalization of specific terms into the target language, the language calques usage, or the introduction of the descriptive translation. Even if a translator attempts to solve any difficulty when he/she translates legal texts, he/she must maintain the source language culture characteristics and not deprive the texts of their specific character. However, the study did not put into account participants' views and perceptions about why they use certain strategies. If it had used the participants' views how the findings would have been different. Another similar an experimental descriptive study carried out by **Al-Nakhalah (2013)** to explore

the difficulties and problems faced by the students majoring in English language at Al Quds Open University, Gaza region, Palestine in legal translation process, that is; while translating legal documents/ terms from English into Arabic and vice versa. A test includes four questions was administered to 60 male and female undergraduate students. The study concluded that the participants faced problems in selecting the suitable and appropriate legal style and terms when translating from English into Arabic. However, one of the drawbacks of this study is students' views about these difficulties and problems were overlooked.

An empirical study carried out by **Simonnaes (2012)** to discuss challenges in legal translation from the view of a teacher evaluating the work of semi-professional translators in special setting with the aim of using recurrent errors as a pedagogical resource. The findings were: culture-bound legal terms and specific legal terms and particular type of style and convention. A lack of knowledge of the particular subject domains has proven to be one of the most demanding challenges. They study recommend using different teaching strategies to legal translation could help translators to cope with these challenges. **Elayyan (2010)** conducted a study to investigate the major problems that English language undergraduate students face in translating a legal text. 50 male and female undergraduate students in a B.A programme were chosen from public and private universities. Two instruments of data collection were used which are: a test comprising 30 sentences from legal contracts and agreements. Additionally, five students and five professors were interviewed about legal translation problems and their solutions to see if their views match the actual results. The findings showed that translating legal texts is a difficult task for undergraduate students due to linguistic problems such as semantic, syntactic, stylistic and cultural ones as well as non-linguistic problems such as students' lack of awareness of legal texts' sensitivity and misuse of dictionaries. The study suggested that students who wish to specialize in translation should have the appropriate competence in both Arabic and English languages and

cultures, since their weakness in any of this pair of languages is responsible for all the main problems. Additionally, **Alayyan** suggested that legal translation has to be tackled by specialist translators because it has special characteristics and require more practice.

A study conducted by **Al Najjar (2011)** aims at exploring challenges those novice professional translators encountered in translating contracts and agreements in Jordan. Both tests and interviews were used to collect data from 20 participants (male and female) graduated students and two professors of translation and linguistics and three novice translators. The results of the study revealed that novice professional translators faced different types of challenges when translating contracts and agreements. The challenges can be categorized into the following types: semantic-related challenges (including mistranslations, comprehension-related errors, and referential errors); style-related challenges (including misuse of capitalization, punctuation, formal and informal and usage of modal verbs like "shall"; grammar-related challenges (including tenses and subject-verb agreement); and search-related challenges such as googling (i.e. using Google Translation Software haphazardly).The study concluded that the lack of courses in legal translation, poor searching skills, lack of knowledge of the proper use of translation techniques and lack of specialized legal dictionaries might be behind these challenges. The study recommended that novice legal translators should be trained in translating various legal texts translated by professional translators with a view of enhancing their performance. Additionally, competent instructors and specialists should be selected to teach legal translation since they are knowledgeable in how to handle such challenges. Although the study used triangulated methodology, however, the researcher believes that the scope and the samples of the study are small which may affect generalizability of findings. Moreover, the perceptions of the participants were overlooked.

A study conducted by **Bostanji (2010)** investigating the differences and similarities between Arabic and English legal texts in terms of structure and stylistic features. It also aimed at tackling the difficulties involved in legal translation practice in Saudi Arabia, as well as the effects on legal translation that results from legal translators consulting with legal drafters. Two methods were utilized to collect the data namely: a contrastive linguistic analysis of both English and Arabic legal texts in general and contracts and legal agreements in particular were as data collection tools. Additionally, an empirical study was conducted based on the data collected from translation professional such as legal translators and lawyers specializing in legal drafting in Saudi Arabia. The results confirmed that legal texts are far more difficult compared to the translation of other texts, the majority of legal translators find translation of legal texts from Arabic into English is more difficult that translation from English into Arabic. Moreover, the translation of commercial contracts and agreements from Arabic into English is more difficult that translation from English into Arabic. The researcher claims that the main reasons for this might be that the native language of Arabic translators, the lack of sufficient proficiency in English and legal register in particular and lack of consultation with legal English experts. Further, the study revealed that the translation of culture-specific legal terms constitutes a significant difficulty for legal translators in translating commercial contracts and agreements from Arabic into English and vice versa, followed by legal terminology, text layout, tense use, modals, punctuation, capitalization and sentence structure. The study confirmed that the majority of legal translators in Saudi Arabia believed that collaboration between legal translators and legal drafters when translating commercial contracts and agreements is of utmost importance. On the limitations of this study is that translators' perceptions about challenges in legal translation were not considered. If their perceptions were considered they might strengthen the study results and findings.

Hadzivasiliou (2009) conducted study based on the translation two judgments from the European Court of Justice and the United Kingdom as well as two texts from textbooks, one from English criminal law and one on European Union law. The researcher investigated how the different legal systems of the Netherlands and the UK affect translation and how EU documents are different, but can equally raise problems based on the possible legal effect of these texts for instance. The researcher stated that the majority of legal texts are special and consist of texts from different national legal systems which remain the biggest challenge for legal translator. The researcher concluded that the translator does not only have to translate from one language to another, but also from one legal system to the other as well, he needs to be educated in law to be able to translate legally binding texts and translate with utmost care. It could be argued that legal translation challenges are not only linguistic ones but they can be non-linguistic within one language if the two texts belong to two different legal systems. A study conducted by **Altay's (2002)** to investigate problems encountered in translating legal texts between the English and the Turkish Languages and legal systems, which are mostly encountered by student studying legal translation at Hacettepe University in Turkey. The researcher compared between Turkish and English legal texts. Altay argued that translators should be able to use legal language effectively to express legal concepts in order to achieve the desired effect. They must be familiar with conventional rules and styles of legal texts in every field of the individual legal systems. He concludes that a legal translator must not forget that even a Will is not valid if not written in the correct style. Additionally, the research confirmed that the prominent features of legal style are: very long sentence, archaic vocabulary and the grammar of authoritative older texts, flexible or vague language since lawyers both try to be as precise as possible and use general and flexible language.

A study carried out by **Abu-Ghazal (1996)** to investigate the translational problems faced by translators and 20 M.A students from Yarmouk University. Four UN resolutions were given to the students to translate from English into Arabic. The findings revealed that the participants. Faced problems related to layout, syntax, lexical and cohesion issues. The researcher concluded that the student translators should be exposed to intense training in legal translation before joining their career. It is quite evident that legal translation problems are not only linguistic one but they can go beyond that. Another study conducted by **Al-Bitar (1995)** to clarify the differences between legal language and common English texts. Twelve bilateral legal agreements and contracts written between the years 1962-1993 were compared. **Al-Bitar** investigated the two main areas of nominal groups in addition to other grammatical units: complexity of the noun phrase and type of modification. The researcher concludes that there are differences between the use of complex noun phrases and the high frequency of wh-relative clauses and prepositional relative clauses as post-nominal modifiers of the finite verbs in legal texts.

A study conducted by **Farghal&Shunnaq (1992)** focused on the problematic areas in translating UN legal documents encountered by M.A translation students at Yarmouk University, Jordon in their comprehensive examinations. A UN legal document was translated by thirteen M.A students. The problems were classified by the researcher into three categories: syntax-related problems, layout-related problems, and tenor-relate problems. The syntactic problems include the misuse of finite clause where student translators rendered these non-finite clauses by finite one. As to layout-related problems, the researchers discussed the issue of capitalization in English which has no counterpart in Arabic. As for tenor-related problems, they highlighted the difficulty faced by students in differentiating between formal an informal expressions. The researchers pointed out that, with respect to legal language that: “layout refers to the sketch or plan of the text's physical appearance”. This

is related to paraphrasing, indentation, and graphic choices, capitalizing, italicizing, underlying and bold-typing. In legal contracts and agreements, some words are purposefully written in capitals to emphasize their importance in the document. The researchers concluded that the major problem faced by students is the wrong choice of legal terms and expressions which would affect the accuracy of their translations. However, the participants' views were not considered in this study.

Emery (1989) carried out study which aimed at elaborating the features of Arabic legal documentary texts and compared them with English counterparts. The researcher recommended that novice translators should be able to appreciate the structural and stylistic differences between English and Arabic discourses, so they can produce acceptable translations of legal documents. Although the scope of Emery's study is quite limited, but the study is considered one of the few works dealt with general features of Arabic legal language in the Arab world context. In most of these studies the participants' views were overlooked and most of them were descriptive in their nature. Most of them looked into difficulties and problems of legal translation faced by translation practitioners and students but they did not look into the reasons behind these difficulties and how did translation practitioners respond to these challenges and what were the possible strategies for overcoming these translational challenges.

Muhammad, Alawi, and Fakhouri (2010) conducted a study in which they aimed to explore the significance of functional and pragmatic features in legal translation. They sought to explore the relevance of Vermeer's Skopos theory to the translation of contracts through a small pilot study. To do so, the researchers submitted a Real State contracts to be translated by three professional translators. Also, they assigned a group of graduate translation students to translate and professional translators were assigned to translate a “power of attorney” legal text from English into Arabic. The findings of the

study revealed that the major problematic area translators came across is their unfamiliarity with the characteristic features of contracts and the difficulty of rendering them into another language.

Al Shehab(2013) aimed at examining the translatability of Google Translation (GT) for a test of six English legal articles or sentences into Arabic. These articles were entered into Google to be translated into Arabic. Qualitative analysis investigated the translatability of GT for sentences compared to human translation. The analysis of Google translation showed that translation for English legal sentences into Arabic is good with the level of partial equivalent. It poses a number of problems in translating the archaic English terms, in dealing with passive voice, and, as previously mentioned, in translating the modal shall. Although GT performance is never likely to reach the level of professionals, it can provide a quick translation for English-Arabic languages. In light of the findings, the researcher set up a number of recommendations for further research.

Faris and Shahu(2013) studied EFL Iraqi students' difficulties in translating legal collocations into Arabic. Their study focused on the committed errors by translation students. To do so, they submitted 15 sentences including collocations to be translated by 20 fourth year college students. They submitted a test that constitutes 15 sentences which contain legal collocations. The results of the study revealed that 70% of students come across difficulties when translating the collocations from English into Arabic. These difficulties can be classified into three major areas: overgeneralization, the variability of collocations, and the cultural-based idiomatic collocations. The researchers attributed the students' committed errors in translation to the existing cultural differences between the two languages and the failure of the students to provide the equivalent collocation.

El-Farahaty (2016) conducted a study in which he investigated the legal difficulties in translating legal texts between English and Arabic and the

procedures that should be followed by EFL translators in their translation. He investigated a number of legal texts. He found that the areas are observed in the different used terms in the two languages.

Al Buwaheid, Hamza, Hajimmaming, and AlKhawaja(2017) conducted a study that investigated the use of collocations in contract agreement and their process of translation by students from Arabic into English. For this purpose, the researchers submitted a test to 35 translation students with collocations to be translated by 35 EFL Iraqi undergraduate translator-students to identify the areas of weaknesses and strengths in their translation. The findings of the study indicated that these students had significant problems in translating legal collocations since they lack the linguistic and pragmatic knowledge and awareness the translators need to meet the legal meaning and effect of the translated texts. The study, also, revealed that students are not able to differentiate among the three types of legal collocations, purely technical, semi-technical, and everyday vocabulary collocations. Bases on these results, the researchers recommended more legal translation practices to achieve the required level of experience in practicing legal translation that prepare them to the job market.

Chapter Three

Methodology

Chapter Three

Methodology

3.0 Introduction:

This chapter contains literary contribution under the known sub-titles, which are:

Procedures and sample of the study, tools of the study, the approach and programme along with reliability and validity in addition to a thorough discussion about the general problems of translation from English to Arabic and vice versa as the core of the field of the study.

3.1 Procedures of data collection:

Some useful and related texts both in English and Arabic legal language are used to analyze the main features and prominent characteristics of legal English discourse. For the purpose of analyzing some difficult areas in legal discourse the researcher has chosen some legal texts related to civil contracts, some contractual instruments, international conventions and some texts related to legislation and legal drafting. Furthermore, the study involves collecting data objectively through observation and induction.

3.2 Population and sample:

Generally speaking the study targets students of translation, novice translators, and under trainee translators. Along with non-professional and non-specialized translators in the field of legal translation. So, the current study aims to investigate the problems and difficulties that the targeted population may encounter in rendering legal texts from English to Arabic and vice versa in general and when rendering civil contracts in particular.

3.3 Tools of the Study:

The main objective of this study is to investigate the linguistic problems of rendering legal English discourse with special reference to civil contracts language. Therefore, the instruments and tools used to analyze the issue under

investigation are texts related to civil contracts and international conventions both in English and Arabic language.

3.4 The Approach and Programme:

The choice of the methodological approach to tackle a research problem should be appropriate to the research questions and should reflect the research topic because the methodology shapes why certain approach is used and how is to used. As far as this study might concern, the researcher adopts the analytical and descriptive approaches as useful and practical methods in investigating academic problems. In addition to that, the researcher aims at collecting data objectively through the process of observation and induction.

3.5 Reliability and Validity:

Reliability refers to whether the research can produce the same or very similar results if it is conducted again under the same or very similar conditions. There are two types of reliability; internal and external reliability. Internal reliability refers to the consistency of data collection, on the other hand, refers to whether replicating a research by other researchers produces similar results to those obtained in the original study. External reliability is affected by degree of truthfulness of the data collected.

While validity refers to whether the research investigates the problem it purported to investigate. There are also two types of validity; internal and external validity. Internal validity has to do with factors, which may directly affect outcomes. While external validity is concerned with generalizability.

To establish reliability and validity of a researcher; **Nunan (1992- p17)** suggests the following questions:

Internal reliability: Would an independent researcher on reanalyzing the data come to the same conclusions?

External reliability: Would an independent researcher on replicating the study, come to the same conclusions?

Internal validity: Is the research design such that we confidently claim that the outcomes are a result of experimental treatment?

External validity: Is the research design such that we can generalize beyond the subject under investigation to a wider population?

Validity and reliability are important aspects in checking the tools of inquiry in any research (**AL-Samawi, 2000**). **ALSamawai (2000)** adds: Many professional researchers and academic supervisors insist that expert validation is the most useful and it can stand by itself without a need for both self-validation and pilot validation.

According to **Selinger and Shohamy (1989, P.185)**, reliability is the information on whether the instrument in collecting data is in a consistent and accurate way.

Building on these grounds, many procedures have been taken to establish the reliability and validity of this study. E.g.:

Various texts both in the legal field in general and in civil contracts in particular have been well analyzed and discussed.

3.6 The general problems of translation:

This section investigates the general problems of translation from English to Arabic and vice versa, where the researcher touches slightly some of these problems.

The term “translation” as it is stated before, is used for both a process and a product. As a process, translation is a human activity which has been practiced by nearly every person at one time or another. Translation in this sense has abroad concept. We thus spoke of someone translating an expression into another simpler expression in the same language. “interlingual translation”. We also use the term for rendering utterances from one language into another, “interlingual translation or translation proper” for translating words into music or even into action. “intersemiotic” or transmutation translation ”.

Human beings may not be unique in possessing language; depending of course on what is meant by “language” but human beings are the only creatures who practice the activity of translation.

The term translation is also used to refer to the product of this human activity. Various translated texts have reached us from ancient civilizations, namely the Babylonian, Phoenician, the Assyrian, the Egyptian, the Greek and Roman civilizations. They provide us with essential information about the life of those ancient societies. Translation, both process and product, is concerned with language; it is a linguistic activity which involves several problems and difficulties. This chapter discusses the general problems of translation from English to Arabic and vice versa. In this chapter, the researcher endeavours to pursue and discuss the problems encountering translators in general and trainee translators in particular, when rendering texts from English to Arabic or vice versa.

As it has been seen that, there are several useful definitions to the term “Translation” but probably the most practical one is the following “Translation is a process of replacing a text in one language by another text in another

language”. This definition involves two languages; the source language and the target language (translation proper).

Translation proper is always between two languages. A text may appear in several languages. For example, an Arabic text may be rendered into English, French, German or Chinese. But basically, every time the process of translation is practiced, it takes place between two languages only.

Rendering texts from Arabic to English or vice versa involves many problems, simply because the two languages do not belong to the same linguistic group. They do belong to quite different linguistic families; Germanic and Semitic. Subsequently, the two languages have almost different cultural background, different grammar, different words-order and different sentence structure Etc. Therefore, all these contrasts and variations are a source of several and severe problems in rendering a text from one language to another as it will be discussed below:

3.6.1 The difference of words-order as a source of translation problems:

One of the major problems facing translators is that pertaining to the difference of **word/words-order** and **sentence structure** between English and Arabic.

Some novice translators ignore this point. So they tend to offer literal translation depending almost on how words are arranged into a sentence in their mother tongue language, as the result they provide incorrect product and illogical translation.

As far as the structure of English sentence is concerned; the normal words-order in an ordinary English sentence is: {**Subject + Predicate**}.

The Subject refers to a person, place or thing about which something is said in the sentence. It may consist of one word or more. While, **the predicate**

says something about the subject. It may consist of just a verb or a verb plus other elements viz a compliment.

So the normal word-order in English is; **Subject + predicate**. Building on the fact that, there can be no sentence without a verb, hence, the smallest English sentence must have the structure: {Subject + **Verb**}. In English, sentences usually start with a noun, a pronoun or a noun phrase. While an Arabic sentence usually starts with a verb. An Arabic verbal sentence *جملة فعلية* starts with a verb followed by a noun.

تبدأ الجملة العربية غالباً بفعل وتسمى (جملة فعلية) وتشير عادة إلى الحدث والتجديد (يحارب الرجال)

Or it starts with a noun. The Arabic nominal sentence *جملة اسمية* has the structure of *i-e* **topic and comment** والمبتدأ والخبر

أو تبدأ الجملة العربية باسم وتسمى (جملة اسمية) (الرجال محاربون)

Herefore, translating from English to Arabic or vice versa requires a good knowledge of the main features relating to the syntax of the two languages. Otherwise, there will be many problems and difficulties on the way.

Since words-order or sentence structure is not the same between Arabic and English, the grammar is also different. The syntax and morphology of the two languages differ in various aspects. Therefore, in translation, grammatical words are not rendered. I-e they are not replaced by equivalent grammatical words in the target language, simply because these words are not identical in the grammatical structures of the two languages. Hence they are replaced by suitable elements of the grammar of the target language including zero elements (omission) E.g. *life is beautiful*. This example contains two grammatical forms, the zero article before "*life*" and the auxiliary verb "is". They are not replaced by equivalent grammatical words in Arabic, as is the case with lexical words "*life*" and "*beautiful*" they are rather replaced by suitable (often not equivalent) words in the target language. Thus, the above sentence is rendered into Arabic as: الحياة جميلة

The English zero article is replaced by the definite article (ال) and the auxiliary verb (*is*) is omitted. This requires that translator should be familiar with the grammar of the two languages involved in translation. He/she must know the similarities and differences between the two grammars.

3.6.2 Tenses as a problematic area of translation:

Another problem encountering translators is that relating to tenses translation. Because most English tenses do not exist in Arabic grammar. Several English tenses have no precise equivalent in Arabic; this causes some problems to the students of translation. In Arabic for example, there are two main tenses; المضارع والماضي besides the structure of:

(المستقبل باستعمال "سـ" و"سوف" و "لن" مع الفعل المضارع)

The Arabic sentence depends on the context to identify the exact time of the action occurrence. While in English there are (16) basic main tenses: here the time of the action must precisely be specified. The (16) tenses are: *Present, Past, future, and future in the past, or conditional*. Each of these tenses has four sub-divisions, namely; simple, continuous, perfect and perfect continuous.

These tenses can be rendered as follows:

1. Present Simple:

- 1- Sunlight kills germs. يقضي ضوء الشمس علي الجراثيم
- 2- The justice system in this country consists of a series of law courts at different levels. يتضمن النظام العدلي في هذا البلد سلسلة من محاكم القانون بمستويات مختلفة .
- 3- The weather is fine in Jabal Marra الطقس لطيف في منطقة جبل مرة
- 4- The trial proceedings usually start by verifying the name of the accused or accused persons and the basic other information relating thereto.

تبدأ إجراءات المحاكمة عادة بتدوين اسم المتهم أو المتهمين والبيانات المتعلقة بهم .
ملحوظة: ((لا يُترجم فعل to be في المضارع البسيط ، غالباً نستعمل جملة اسمية:

Men are brave الرجال شجعان

2. Present Continuous/ Progressive :

- 1- Look! She is playing أنظر! أنها تلهو
- 2- They are working in the field أنهم يعملون في الحقل

3- We are still waiting for the court to pronounce judgement on the case.

لا زلنا في انتظار المحكمة للنطق بالحكم في الدعوي .

4- They are appealing to the high court to reduce the sentence to fine.

أنهم يستأنفون للمحكمة الاعلي بـغية تخفيض الحكم الي الغرامة

3. Present Perfect:

1- He has just eaten his breakfast. تناول إفطاره التو

(يُترجم المضارع التام الإنجليزي الي زمن ماضي في العربية ، أو الي مضارع إذا كانت الفترة الزمنية التي نتحدث عنها لم تنتهي)

2- He hasn't eaten breakfast yet. لم يتناول إفطاره بعد

3- Two of the shares holder have brought a lawsuit against the boards of directors
قام اثنان من حاملي الاسهم بمقاضاة / رفع دعوي في مواجهة مجلس الادارة

4- The findings raised to the Supreme Court have satisfied the requirement of section (181) of the Criminal Procedures act of 1991.

قد استوفي الحكم المرفوع الي المحكمة العليا شرائط المادة (181) من قانون الاجراءات الجنائية لسنة 1991

4. Present perfect continuous:

1- She has been watching TV since noon. ظلت تشاهد التلفاز منذ الظهر (وحتى الآن)

2- The prosecution body has been examining the witnesses for three hours.

استمرت هيئة الاتهام في استجواب الشهود لمدة ثلاث ساعات

5. Past Simple:

1- The judge ruled for the defendants. حَكَمَ القاضي لمصلحة المدعي عليهم

2- He was lucky. كان محظوظاً:

3- She brought a civil action for negligence against the hospital.

قامت برفع دعوي تأسيساً علي الإهمال في مواجهة المستشفى

4- The police filed charges against the two suspects.

ملحوظة :

(تم ترجمة "to be" عندما جاءت في الماضي في المثال رقم 2.)

6. past continuous/ Progressive:

1- He was studying all morning long. كان يذاكر طيلة الصباح

2- While he was bathing, the phone rang.

رنَّ الهاتف أثناء استحمامه ، أو رنَّ الهاتف بينما يستحم أو رنَّ الهاتف بينما كان يستحم.

تستعمل "كان" لبيان الاستمرار.

7. Past Perfect:

1- I ate the food that I had bought. أكلتُ الطعام الذي اشتريته.

ولكن إذا أردنا تحديد أن الشراء تم قبل الأكل نستعمل (كان + قد) ونقول (أكلتُ الطعام الذي كنتُ قد اشتريته)

2- When I arrived, he hadn't finished dressing yet.

عندما وصلتُ كان لم ينتهي من ارتداء ملابسه بعد/ عندما وصلتُ كان لم يكمل ارتداء ملابسه بعد.

لاحظ، استعمال (كان + لم) لتحديد زمن الفعل المنفي.

8. Past Perfect continuous:

1- He had been studying for 12 hours before the electric current was cut off.

ذاكر/ استمر/ ظل يذاكر لمدة اثنتي عشرة ساعة قبل أن ينقطع التيار الكهربائي.

9. Future Simple:

1- The General Prosecutor **will refer** the case before the court next month.

سيقوم / سوف يقوم المدعي العام بإحالة القضية امام المحكمة الشهر القادم .

2- The court **will sit** tomorrow. ستتعقد / سوف تتعقد المحكمة غداً.

تستخدم (س) أو (سوف) مع المضارع.

3- They will not succeed. لن ينجحوا -

تستخدم (لن) في المستقبل المنفي.

4- The lazy will not succeed. لن ينجح المهمل

*في المثالين 2 و 3 أعلاه استخدمنا الفعل في صيغة المستقبل will not في الإنجليزية رغم أن شكله في العربية مضارع (ينجح) لأن المعنى هو ما يهمنا

10. Future continuous:

1- I will be sleeping at six. سأكون نائماً في السادسة

2- She will be living in London for the next two weeks.

ستقيم (ستعيش) في مدينة لندن الأسبوعين القادمين أو ستكون مقيمة في لندن الأسبوعين القادمين

3- I shall be seeing you tomorrow. سأراك غداً .

* تستعمل (سأ أو سوف) أو يستعمل التركيب (سأ + يكون) حسب المعنى.

11. Future Perfect:

1- She will have gone before you come. ستكون قد غادرت قبل مجيئك

2- He will have slept ten hours by lunch time.

بحلول وقت الغداء سيكون قد نام عشرة ساعات . أو بحلول وقت الغداء سيكون قد أمضى نائماً عشرة ساعات.

* يستخدم التركيب (سأ + يكون + قد)

12. Future Simple in the Past / Present Conditional:

1- I thought he would be a good musician. كنتُ أظنه سيكون موسيقياً عظيماً / جيداً

2- I forgot that he would visit me نسيْتُ أنه كان سيزورني

3- He said that he would go to the cinema. قال أنه سيذهب إلى السينما

4- If he sold more cars, he would be rich. لو باع سيارات أكثر ل صار غنياً / لاغتنى.

13. Continuous future in the Past/ Present Continuous Conditional:

1- I forget he would be sleeping and waited for him. نسيت أنه سيكون نائماً وانتظرته

2- He told me that he would be playing tennis when I arrived.

أخبرني أنه سيكون مستغرقاً في لعب التنس عندما أصل.

14. Perfect future in the Past/ past conditional:

1- I would have stayed the night, had the bus stopped.

كنتُ سأبيت الليلة لو كان البص قد توقف

2- He wouldn't have faced the death penalty if he hadn't killed the guard.

ما كان سيواجه عقوبة الإعدام لو لم ي قتل الحارس

15. Perfect continuous in the Past/ Past Continuous Conditional:

1- He would have been swimming with us, hadn't he broken his ankle.

ربما كان يسبح معنا لو لم يكسر كاحله.

2- If I had succeeded last year I would have been driving a new car.

لو أنني كنتُ نجحت العام الماضي لكنتُ أقود سيارة جديدة.

16. Unreal past: الماضي الافتراضي

1- I wish I could speak French. ليتني أجيد / أتحدث الفرنسية.

2- If only he had told me the truth. ليتته كان قد أخبرني بالحقيقة أو كم كنت أتمنى أن يخبرني بالحقيقة.

Most of the above English tenses have no equivalents in Arabic. Therefore, translators suffer severely sometimes when rendering tenses. For example, a translator may encounter difficulties with respect to which present (Simple or Continuous) (المضارع) to use as an equivalent for an Arabic structure:

The rule is to refer to the context.

If there is any clue indicating that the action is happening at the time of speaking, here the Arabic مضارع is translating as **present continuous**. E.g.

1- انظر إلى عصام أنه يعدو كالحصان.

Look at Essam! He is running like a horse.

2- تهب الرياح الآن.

The wind is blowing now.

However if the context signifies that the action is habitual, or a fact, then the مضارع is translated as present simple. E.g.

يعدو الكلب أسرع من القط .

A dog runs faster than a cat.

The present Simple translated as a future Simple:

The present simple can be used to express a planned future action or a series of actions. E.g.

1- The opening session starts at 6:00. تبدأ (ستبدأ) الجلسة الافتتاحية عند السادسة.

2- The president leaves the country tomorrow. يغادر الرئيس البلاد غداً .

Notice that, we can also use the Arabic مضارع because like the English present it can also signify the future. E.g.

1- We leave London at 10:00 next Sunday and arrive Paris at 13:00 and depart to Rome where we spend one night.

سنغادر إلى لندن عند العاشرة من يوم الأحد القادم لنصل إلى باريس عند الواحدة ظهراً ثم نغادر إلى روما حيث نمكث فيها ليلة واحدة.

Notice that, the first in a series of actions is translated as future (سنغادر) and the rest of actions are translated as Arabic (مضارع) signifying the future.

Verbs with no (ing -form):

Verbs of sensation, realization and the a like (see, smell, understand, think, believe, consider ... etc.) although they have مضارع form i.e. they can start with Arabic present continuous signifying letter, (حروف المضارعة : أ ، ن ، ي ، ت)

They are translated into English present simple tense. E.g. Mariam تحب مريم القهوة . E.g. Mariam likes coffee .

Notice that, some verbs of sensation such as (see) may be used with (ing- form) to have special signification in which case they are translated as Arabic future tense. E.g.: I am seeing a dentist tomorrow . سأقابل طبيب الأسنان غداً .

The Present and past perfect tenses:

These two tenses have no precise or exact equivalent in Arabic. This causes a problem to students who try hard to convey the exact time of action implied in these two tenses. In this respect, some translators suggest (قد) for the

present perfect and (لقد) for the past. But this is imprecise, as either of these two particles (قد ، لقد) can be used with any kind of verb in the near or far past. Therefore, the proper way of translating these two tenses is to regard them exactly as the past tense. The following three examples are given the same translation in Arabic:

- 1- We heard the news. (Past simple)
- 2- We have heard the news (Present perfect)
- 3- We had heard the news. (past perfect)

الترجمة المقترحة : سمعنا/ قد / لقد سمعنا الأخبار.

Thus, the present perfect and the past perfect tense are both treated as past simple, and rendered into the past tense in Arabic

The Past Simple and the Present Perfect:

Building on what is stated above, a translator may sometimes gets confused as which tense, (**Past Simple or Present perfect**), to use as an equivalent for the Arabic past structure, as both tenses can be rendered as Arabic past (فعل ماضي)

حضرتُ المؤتمر الصحفي.

- 1- I have attended the press conference. Or
- 2- I attended the press conference.

The rule is to know how to identify when the past simple is used and when the present perfect is used.

The past Simple is used to express an action completely finished in the past.

E.g.

- 1- The UN Security council passed several resolutions pertaining to the situation in the West Bank and Gaza strip.

أجاز مجلس الأمن الدولي العديد من القرارات المتعلقة بالوضع في الضفة الغربية وقطاع غزة.

- 2- She brought a civil action against her former employer.

قامت برفع دعوي مدنية في مواجهة مخدمها السابق .

We use the present perfect to translate the Arabic past in the following cases:

If there is something to signify that the action has finished after a short period of time (just, recently. e.g.) لجأت السلطات السودانية مؤخراً للتمويل الأصغر لتخفيف حدة الفقر.

The Sudanese authorities have recently resorted to microfinance to alleviate poverty.

- Mohammed has just arrived. وصل محمد للتو.

This rule also applies to an action that finished in the past and has a result in the present time.

If one wants to express an action the time of which is not definite. E.g.

لقد رأيتُ هذا الشخص من قبل.

I have seen this person before. (Implicitly meaning, but I am not sure exactly when).

English present perfect structures including (since and for):-

English present perfect structures including (since) signify that the action has started in the past time, continuing in the present time and is expected to continue in the future. Therefore, they are translated into Arabic مضارع structure including (ظل) which signifies continuity.

ظل أحمد يعيش في لندن منذ عام 2005م.

Ahmed has lived in London since 2005.

English present perfect structures including (for) signify that the action ceased to happen upon the elapse of the specified point of time. Therefore, they are rendered into Arabic past. E.g.:

Mustafa has headed the committee for five years.

ترأس مصطفى اللجنة لمدة خمس سنوات.

Notice that the present perfect Simple (**has/ have + P.P.**) and present perfect continuous (**has / have + been + ing**) can be used interchangeably to express an action which started in the past and is still going on or has just finished. E.g.:

- 1- He has lived here for six weeks. Or
- 2- He has been living here for six weeks.

Past Simple and the Past Progressive:

The past progressive /Continuous is rendered into Arabic as (كان يفعل) .

When a combination of the past simple and the past continuous is used with a time indicator (when), it conveys the idea that the action in the past continuous had started before the action in the past simple and probably continued after it.

E.g.:

When I arrived, layla was reading a book . عندما وصلتُ كانت ليلى تقرأ كتاباً .

Notice: the past progressive (**was/ were + ing**) is translated into (كان) and the present simple of the verb in Arabic. E.g.:

- 1- His son was playing football. كان ابنه يلعب كرة القدم.
- 2- The horses were jumping. كانت الخيول تقفز.
- 3- The athletes were running fast. كان العداءون يجرّون بسرعة.

Here the verb (**to be**) is translated into (كان) in Arabic. It is always translated when it occurs in the past simple in English.

Double Past Continuous:

When a double past continuous / progressive combination with (**when – as – while**) is used, it conveys the idea that both actions were happening simultaneously. E.g.: Rescue workers **were evacuating** refugees while the enemy planes **were bombarding** the camp.

الترجمة: كان عمال الإنقاذ يخلّون اللاجئين بينما كانت طائرات العدو تقصف المعسكر .
أو كان عمال الإنقاذ يخلّون اللاجئين أثناء قصف العدو للمعسكر.

Present and past perfect progressive tense:

The two English tenses are quite complex for students to understand and, therefore, to translate into Arabic. Moreover, they have no equivalent in Arabic. Thus students try in vain to find identical version for them. By translating these tenses literally, students produce vague and awkward Arabic translation. E.g.:

- 1-The soldiers have been fighting all daylong.
- 2- The tailor had been sewing all night.

Both tenses are translated as (كان + present tense in Arabic). Therefore. The above sentences can be rendered into Arabic respectively as follows:

- 1/ كان الجنود يقاتلون طوال اليوم .
- 2/ كان الخياط / التريزي يخيظ طوال الليل

The Past Simple and the Present Perfect:

Arabic relies on word-order to indicate the sequence of a series of actions that happened. In the past, for instance, as a speaker of Arabic would say:

أكلتُ وشربتُ ثم حمدتُ الله .

To indicate that he had first eaten, then drank water and then praised Allah. If the same person says:

حمدتُ الله وأكلتُ ثم شربتُ.

This would mean that he had first praised Allah, then ate and then drank water. English, in contrast uses the past perfect structure (**had + P.P.**) to signify the first in a series of past actions, the action that followed is expressed in the past simple. Therefore, when translating a past simple and the past perfect combination, a translator should translate past perfect structure (had + **P.P.**) as (كان قد + فعل ماضي) E.g.:

- 1- When the doctor arrived the patient had died. عندما وصل الطبيب كان المريض قد فارق الحياة .
 - 2- The patient had died before the doctor arrived . كان المريض قد فارق الحياة قبل أن يصل الطبيب .
 - 3- The doctor arrived after the patient had died. . وصل الطبيب بعد أن فارق المريض الحياة .
- *لاحظ هنا لم نستخدم صيغة (كان قد + فعل ماضي) .

The translation of (had already + P.P):

When (already) is used in a past simple and past perfect combination it is translated as (بالفعل)

(Already) in such a combination means (actually happened). It has an emphatic function. E.g.:

When Ahmed arrived at the airport, the plane had already taken off.

عندما وصل أحمد إلي المطار كانت الطائرة قد أفلعت بالفعل .

Some translators tend to translate (already) as سبق or من قبل However, this translation is imprecise in the case of a past simple and the past perfect combination. Anyhow, the former translation is acceptable in other cases.

E.g.:- 1-Fatima had already visited Cairo.

سبق لفاطمة أن زارت القاهرة / زارت فاطمة القاهرة من قبل.

2- I had already told you not to park your car here

لقد سبق أن أخبرتك ألا توقف سيارتك هنا / أخبرتك من قبل ألا توقف سيارتك هنا .

The future perfect (shall /will + have + P.P)

It is not easy for students to translate the reference of the future perfect. Usually they resort to literal translation, which leads to unacceptable Arabic language. E.g.:

1- Several persons will have left by then.

2- The cook will have prepared lunch.

Here two possible versions in Arabic are suggested for this tense (قد + past tense of the main verb or “قد انتهى” followed by the preposition phrase “من”+ noun)

Therefore the above sentence can be rendered into Arabic as follows:

1/ قد يكون عدة أشخاص قد غادروا آنئذٍ.

2/ سوف يكون الطاهي قد أعد الغداء / سوف يكون الطاهي قد انتهى من إعداد الغداء.

Defective verbs: this is a group of verbs including:

(ليس ، كان ، أمسى ، أصبح ، أضحى ، بات عاد، غدا، راح، ظل، مازال ، ما انفك ، ما برح ، مادام ، ما فتئ).

There is no need for the researcher in this study to go into the Arabic grammatical details of these defective verbs. His purpose is to explain the translation of these including the Arabic morpheme “ما”. The other do not pose translation problems as for instance, (ليس) can be translated as a signifier of negation, (كان) as a signifier of past while (بات ، أضحى ، أصبح ، أمسى) can be rendered as signifiers of a change of condition or state, e.g. (became) among other possible contextually-determined translations.

ما برح ، ما أنفك ، ما زال are translation as (still). E.g.

ما زال المجتمع الدولي يعض الطرف عن انتهاكات حقوق الإنسان في ميانمار.

The international community is still turning a blind eye on human rights violations in Myanmar.

(ما دام) can be rendered as (as long as) or (so long as). The same applies to

1- ستنزل القوى الأجنبية تتدخل في شؤون القارة الأفريقية مادام أن الاتحاد الأفريقي لا يفعل شيئاً. (طالما).E.g.:

1- Foreign powers will continue to interfere in the affairs of Africa so **long as / as long as** the African Union is doing nothing.

2- في حالة وجود اتفاق بين مستأجر يمارس حق الشراء والمالك ، يعتبر هذا الاتفاق باطلاً طالما انه يعني إجبار المستأجر علي تحمل أي جزء من التكاليف التي يتكبدها المالك فيما يتعلق بممارسة المستأجر لهذا الحق .

2- Where there is any agreement between a tenant exercising the right to buy and the landlord, it shall be void **so long as** it purports to oblige the tenant to bear any part of costs incurred by the landlord in connection with the tenant exercising of that right.

Present progressive as a signifier of futurity:

When the present progressive is used to signify futurity, it implies that a decision has been taken and arrangements have been made. This statement is especially valid in case of verbs of movement such as; (**leave, come, fly, depart, arrive... etc.** The same applies to verbs indicating position e.g.: **stay** and **remain**. E.g. French peace keepers are flying to Mali tomorrow at dawn and they are staying there till the rebels are crushed.

سيغادر جنود حفظ السلام الفرنسيون جواً إلي مالي فجر غداً ، ويبقون / يمكنون هناك إلي أن يتم سحق المتمردين .

The above sentence implies that a decision had already been taken with regard to the departure of the French peace keepers to Mali and their period of stay there; in addition arrangements had been made to this effect.

(Going to) as a signifier of futurity:

Like will/ shall, (going to) can be used to signify futurity, in which case it implies that the speaker feels certain that the action is going to happen in the

immediate future specially when there is a sign showing that the action is imminent. E.g.: Look at those black clouds! It is going to rain.

أنظر إلي تلك السحب الداكنة ، إنها بصدد أن تمطر .

Arabic has two lexicons to signify futurity (سوف and (سـ). In Arabic there are two views with regard to the difference between سوف and (سـ):

One view regards (سـ) as a shortened version of (سوف). Therefore, they don't differ in signification.

The other views regards (سـ) as having a signification that as stronger than that of (سوف) as it is signifier of the near future building on linguistic and Quranic evidence as follows:

1- The linguistic evidence is the rule that states: “The semantically related elements are spatially related “العناصر المرتبطة دلاليا مرتبطة مكانيا”

To illustrate this point, in the sentence (ستجتمع الوفود) the futurity signifier (سـ) is strongly related to the verb than (سوف) in the sentence سوف تجتمع الوفود .

Spatially speaking, the distance between the signifier of futurity and the action is shorter in the first sentence than in the second one. Moreover, the signifier of futurity (سوف) is associated with the notion of procrastination and soft pedalling فكرة التسويف والمماحكة

Arabic Grammarians hold that:

(سـ) حرف استقبال ، وقيل يأتي للاستمرار كقوله تعالى ((سَتَجِدُونَ آخَرِينَ) والسين للمبالغة وقصد تقريب الوقوع ، أما "سوف" فهو حرف يدل علي التأخير ، وزمانه أبعد من زمان السين ، لما فيه من إرادة التسويف، ومنه قيل ، فلان يسوف فلاناً ، قال تعالى : (وَسَوْفَ نُسْأَلُونَ) أي يوم القيامة . بينما قال تعالى : ((سَيَقُولُ السُّفَهَاءُ مِنَ النَّاسِ مَا وَلَّاهُمْ عَن قِبَلَتِهِمُ الَّذِي كَانُوا عَلَيهَا قُل لِّلَّهِ الْمَشْرِقُ وَالْمَغْرِبُ يَهْدِي مَنْ يَشَاءُ إِلَى صِرَاطٍ مُّسْتَقِيمٍ) (البقرة : 142) فقرب القول لحصوله في الزمن القريب.

2- The Quranic evidence : is that a careful examination of the context where (سوف) is used and those where (سـ) is used as a signifier of futurity suggests the following:

A: (سوف) suggests less definite action. E.g. (ولكن انظر إلى الجبل فإن استقر مكانه فسوف ترائي) (الأعراف : 143)

It implies that the mountain is not likely to stay in its place.

B:(سوف): signifies future actions that might change, if their cause changes. E.g.:

(فَسَوْفَ يُحَاسِبُ حِسَابًا يَسِيرًا) (الانشقاق : 8)

(فَسَوْفَ يَدْعُو ثُبُورًا) (الانشقاق : 11)

(فَخَلَفَ مِنْ بَعْدِهِمْ خَلْفٌ أَضَاعُوا الصَّلَاةَ وَاتَّبَعُوا الشَّهْوَاتِ فَسَوْفَ يَلْقَوْنَ غَيًّا) (مريم : 5)

C: (س) in contrast, signifies definite future action. E.g.

(قَالَ يَا أَبَتِ افْعَلْ مَا تُؤْمَرُ سَتَجِدُنِي إِنْ شَاءَ اللَّهُ مِنَ الصَّابِرِينَ) (الصافات : 102)

(قَالَ خُذْهَا وَلَا تَخَفْ سَتُعِيدُهَا سِيرَتَهَا الْأُولَى) (طه : 21)

D: (س) also signifies decisive future actions implying threat. E.g.

(كَلَّا لَئِن لَّمْ يَنْتَهَ لِنَسْفَعًا بِالنَّاصِيَةِ) (العلق : 15)

(سَنَسِمْهُ عَلَى الْخُرْطُومِ) (القلم : 16)

(سَأَصْلِيهِ سَعَرَ) (المدثر : 26)

In several Quranic contexts the relative weakness of (سوف) is compensated by the addition of the emphatic (كلا - لا) E.g.

(كَلَّا سَوْفَ تَعْلَمُونَ * ثُمَّ كَلَّا سَوْفَ تَعْلَمُونَ) (التكاثر : 3 ، 4)

(وَلَسَوْفَ يُعْطِيكَ رَبُّكَ فَتَرْضَى) (الضحى : 5)

Building on the foregoing analysis, it could be said that (سوف) is an appropriate equivalent for (will), and (س) is best translated as (going to).

3.6.3. Modal auxiliaries as a problematic area of translation:

Modal auxiliaries verbs such as: { *can, could, shall, should, will, would, may, might, must, ought to* } are a very rich and subtle area of the English language, and they are used with great frequency and with a wide range of meanings. They are used before other verbs to add meanings such as: (*ability, certainty, possibility, obligation, permission, request, suggestion, necessity, prohibition, promise, offer, invitation, opinion, attitudes, judgment, of events and deduction*).

Some basic characteristics of modals :

Among the several characteristics of modals the following can be mentioned:

A: There is no “s” in the third person singular. E.g.:

1- He can speak English well. 2- It may rain this evening. 3- She must clean the room.

B: They are followed by the infinitive without “to”, the exception is “*ought to*”

E.g.: 1- You must obey the law. 2- We can persuade him. 3- He will do the work.

C: They don't have infinitive or- ing – form.

Modal auxiliaries may pose problems to the students of translation. For instance, in some sensitive contexts, such as religious texts, business deals judicial procedures i.e. “Litigation and court testimonies”. In such contexts mistranslation of modals may give rise to grievous consequences.

It is not the objective of the researcher in this study to survey all modals. This chapter will rather touch on some selected modals that translators may encounter difficulties in translating.

A: Shall (in contractual instruments):

Shall have special signification in contractual instruments:

In contractual instruments shall losses its function as a signifier of futurity. It is therefore, not translated as (سوف) or (س) It is rather, rendered by one of the Arabic (حروف المضارعة) " أ ، ن ، ي ، ت " the rationale is that (**shall**) indicates the subject intention to perform a certain action, or cause it to be performed. E.g.: المضارع أدلّ علي أنّ نية المتعاقدين قد انصرفت لإنفاذ ما تعاقدوا عليه.

1- The first party **shall** undertake to remove the rubbles from the construction site upon the completion of the project.

تعهد الطرف الأول بإزالة الأنقاض من موقع البناء فوراً كمال المشروع .

2- Brower **shall** comply with all of his covenants to the Bank set forth in and arising from the loan agreement.

يلتزم المقترض بكل تعهداته للبنك الموضحة في اتفاقية القرض و التي تنشأ عنها.

3-The tenant **shall** pay all the taxes regularly. يدفع المستأجر كل الضرائب علي نحو منتظم.

Shall be plus noun or adjective: (يكون)

1- The managing director **shall be responsible** for unlawful acts, committed by personnel under his command.

يكون المدير الإداري مسئولاً عن تبعات الأفعال غير المشروعة التي يرتكبها مرؤوسيه "الذين تحت إمرته "

2- The host country **shall be the venue** of the conference for two consecutive sessions. تكون الدولة المضييفة مقراً للمؤتمر لدورتي انعقاد متتاليتين.

B: May (in contractual instruments):

May (in contractual instruments) may be a source of confusion. A translator may get confused about whether to translate it as a signifier of possibility or a signifier of permissibility. Either option is contextually determined. Common sense is needed. Before giving an example it must be said that when "may" is used in contractual instruments as a signifier of permissibility, it is translated as (يمكن) rather than (يجوز). While "may not" is translated as (لا يجوز) E.g.

1-The court **may** summon senior officials to appear before it to give evidence in cases that they **may** be witness to their events; however, **it may not** do the same without the consent of the concerned national authorities.

يجوز للمحكمة ان تستدعي كبار المسؤولين للمثول أمامها للإدلاء بشهاداتهم في القضايا التي قد يكونوا شهوداً علي أحداثها ، بيد انه لا يجوز لها أن تفعل ذلك دون موافقة السلطات الوطنية المعنية.

2- The Engineer **may**, from time to time, asks the contractor to make such alternations as Engineer **may** see necessary.

يجوز للمهندس أن يطلب من حين لآخر من المقاول إجراء أي تعديلات قد يراها مناسبة.

Notice: how the translator in the first sentence has resorted to common sense in rendering the first may (يجوز) and the second one (قد depending on contextually considerations).

C: Would:

(**Would**) is used for polite request. It can be translated by any Arabic signifier of politeness. E.g. **would** you please keep silent when a delegate is given the floor. من فضلكم / لو تكرمتم الزموا الصمت عندما يؤذن لأحد الأعضاء بالحديث

(**Would like**) is more polite than (I want), therefore, it is used in formal contexts
E.g.: I **would like** to express my profound gratitude for all those who took pains to participate in this conference.

أود أن أعبر عن عميق امتناني لكل أولئك الذين تكبدوا المشاق لحضور هذا المؤتمر.

(Would) signifies past habit that is still valid. In such a case it is translated as "إعتاد" e.g.: People in rural areas **would** organize horse race during seasons of harvest. (This, implies that they still do so).

أعتاد الناس في الريف تنظيم سباقات الخيل في مواسم الحصاد

However, in the case of a discontinued past habit (would) is replaced by (**used to**) E.g. People in rural areas used to organize horse races during seasons of harvest. (They no longer do that). اعتاد الناس في الريف تنظيم سباقات الخيل في مواسم الحصاد
Notice that the difference in the meaning between (would) and (**used to**) cannot be signified by the Arabic translation, as it treats them as synonyms.

However, if there is a need to signify that this tradition is no longer valid this sentence may be translated as:

كان الناس في المناطق الريفية دائماً ما ينظمون سباقات الخيل في مواسم الحصاد.

When (would) comes between a cause and effect it is translated as (من شأنه)E.g.:

- 1- Smoking **would** cause chest ailments. أن من شأن التدخين أن يسبب العلل الصدرية.
- 2- Both parties undertook to refrain from actions that **would** destabilize security in the disputed areas. تعهد الطرفان بالامتناع عن الأعمال التي من شأنها زعزعة الأمن في المناطق المتنازع عليها.

D: (Must) and have to:

They both express obligation. They however differ in that, the obligation in the case of (**must**) is imposed by the speaker, while, in (have **to**) is imposed by external authority or circumstance .Therefore, (must) is better rendered as (يجب) while (**have to / has to**) is better translated as (عليه) which one believes , sounds like a brief version of the phrase (مفروض عليه) e.g.

- 1- The UN Secretary- general believes that Israel **must** cease the brutal acts it commits against the Palestinians and it **has to** do so in submission to the provisions of the Human Rights Laws.

يري الأمين العام للأمم المتحدة أنه يجب علي إسرائيل وقف الأعمال الوحشية التي ترتكبها ضد الشعب الفلسطيني وعليها أن تفعل ذلك امتثالاً لأحكام قواعد حقوق الإنسان .

2- The jury **has to** weigh up the evidence and decide what the facts of the case are.
علي هيئة المُحلفين ان تزن البينة وتقرر ماهي وقائع الدعوي .

(Must) used as **(deduction)**:

When **(must)** is used to deduce a possible fact from a context it is translated as (لابد) e.g.:

The rebels in Mali have been threatening most of the government garrisons. They must be receiving support from neighbouring countries. The African Union must, therefore do something before it is too late.

ظل المتمرّدون في دولة مالي يهدّدون معظم الحاميات الحكومية فلا بد أنّهم يتلقون دعماً من دول الجوار ، لذلك يجب علي الاتحاد الأفريقي أن يفعل شيئاً قبل فوات الأوان.

E: **(Should)** : When (**should**) precedes a noun/a pronoun it functions as a signifier of conditionality and is therefore, translated as (إذا) e.g.: **Should**, it become for force majeure impossible to execute any of the provisions of this contract, the injured party may demand compensation for damage that may be inflicted on him as a result.

إذا تعذر بسبب قوة قاهرة تنفيذ أي من بنود هذا العقد يجوز للطرف المتضرر أن يطالب بالتعويض عما قد يصيبه من ضرر نتيجة لذلك.

When **(should)** follows a noun / a pronoun it functions as a signifier of a strong recommendation and is therefore, rendered as (ينبغي) e.g.:

Health authorities **should** take the necessary measures to protect the environment against hazards of pollution.

ينبغي علي السلطات الصحية أن تتخذ كافة التدابير لحماية البيئة ضد مخاطر التلوث.

(Lest +plus should) = for fear that:

He wore a mask lest his friends **should** recognize him. ارتدي قناعاً خشية أن يتعرف عليه أصدقاؤه .

3.6.4 Lexical problems of translation:

Another problematic area of translation is that related to lexical problems. Lexical problems may arise in cases where a word or an expression is not understood clearly and directly, or where a translator gets confused as regard to the exact meaning of a word or an expression. Here are the main lexical problems which a translator may encounter:

3.6.5 Literal Translation:

Literal translation of words or “word-for-word translation” (giving) the exact words of the (SL) in the (TL) where each English word is translated into an equivalent word in Arabic. Moreover, the word/words orders in the (SL) say Arabic, is the same word/ words order in the (TL) say English.

To illustrate this point, look at the following English sentences with their Arabic literal translation:

- 1- That child is diligent. ذلك الطفل يكون مجتهداً .
- 2- He is living from hand to mouth. هو يكون عائشاً من اليد إلى الفم .
- 3- Stop beating about the bush. أوقف الضرب حول الشجيرة .
- 4- My car is second hand. سيارتي يد ثانية .
- 5- It is raining cats and dogs. إنها تمطر قططاً وكلاباً .
- 6- The bribed clerk was given the sack yesterday. أعطي الموظف المرتشي كيساً بالأمس .
- 7- He who sows the wind reaps the storm. هو من يزرع الريح يجني العاصفة .
- 8- Sometimes pigs may fly. أحيانا الخنازير قد تطير .
- 9- East or west home is best. شرق أو غرب المنزل يكون أفضل .
- 10- Keep out of the reach of children. أحفظ خارج من الوصول من الأطفال .
- 11- Sky is the limit السماء هي الحد .

This method considers translation as a translation of individual words only. Concentrating mainly on equivalent of words, regardless of differences in the grammar, word- order, context and special usages. In fact this method can

be very dangerous and destroys meaning and hence translation, because of more than one reason:

- A. It ignores the target language completely making it subject to the source language wholly and entirely.
- B. It disregards the difference between the grammars of the two languages.
- C. It does not acknowledge the different words- order of the two languages.
- D. It has no respect for the context of words in languages which do not allow taking words in isolation, but in combination with other surrounding words.
- E. It ignores the possibility of any special , indirect and metaphorical use of words, which is an essential part of any language in the world.

Building on these grounds, the Arabic versions given above are unacceptable, awkward and illogical. Hence the incorrect translation under criticism can be corrected as follows:

- 1- That child is diligent. ذاك طفل مجتهد .
- 2- He is living from hand to mouth. يعيشُ علي الكفاف.
- 3- Stop beating about the bush. توقف عن اللف والدوران (عن المراوغة).
- 4- My car is second hand. سيارتي مستعملة.
- 5- It is raining cats and dogs. تمطر السماء كأفواه القرب/ أنها تمر كأفواه القرب.
- 6- The bribed clerk was given the sack yesterday. عوقب الموظف المرتشي بالطرد / الفصل عن العمل بالأمس.
- 7- He who sows the wind reaps the storm. الجزاء من جنس العمل / كما تدين تدان.
- 8- Sometime pigs may fly. أحياناً قد تحدث المعجزات.
- 9- East or west home is best . بلادي وأن جارت علي عزيزة وقومي وأن ضنوا علي كرام.
- 10- Keep out of the reach of children. إحفظ الدواء بعيداً عن متناول الأطفال.
- 11- Sky is the limit لا قيود علي الطموح.

3.6.6 Synonymy:

Words which have the same or similar meaning are called “**synonyms**”. Synonymy poses some problems concerning the differentiation between words which are thought to have the same meaning, but they are not exactly the same. E.g.: “Extra” and “additional”.

The two words would seem as if they were identical synonyms, however, in the legal world, whether “work” is determined by the courts to be “additional work” or “extra work” can be the difference between doing it for no additional compensation and being entitled to extra compensation for doing it.

American courts have determined that “additional work” “is work that was “necessarily required in performance of the contract” entitling the party performing the additional work to no additional compensation. While “extra work” is work that was entirely independent of the contract and not contemplated by the parties “Extra work” entitles the party performing it to extra compensation for the work.

Because of the distinction drawn by the courts between the two similar phrases, it is recommended that contractors use the phrase “extra work” when referring to work that is outside of the scope of their contract and work that they expect to receive extra compensation for performing.

Of course, a good way to minimize , disputes about whether work is “extra work” or “additional work” is to have a clearly defined scope of work that indicates precisely what works Labour and materials will be furnished and work, labour and material will not be furnished or will be furnished for added charge.

Similarly the two words, “**custom** and **usge**” which are commonly used in the legal context with venial different meaning. Where the former is rendered into Arabic as العرف . While the latter is rendered as العادة .

3.6.7 Polysemy and Monosemy:

A word which has more than one meaning is described as “polysemous”

e.g.: spring: نابض ، ينبوع ، ربيع ، يقفز

Mine: 1- (belonging to me)

2-(a place from where metals are extracted i.e. a hole in the ground where people (miners) search for valuable metals or minerals, e.g. gold, copper, coal, etc.)

3-(an explosive device buried in the ground)

On the other hand, a word which has only one meaning is “monosemous” word. E.g.: telephone: هاتف Here problems of translation arise when a polysemous word is mistaken for a monosemous word, and given one meaning in all texts and contexts. The students may know the common meaning of the polysemic word only and always translate it into Arabic in this meaning. Consequently, they may commit serious mistakes. For instance in translation of the word “BREAK” the students know the common meaning of (break): يكسر or **broke** مكسور or **broken** مكسور.

But look at the uses of this word in the following different contexts:

- 1- You may have a **break**. يمكنكم أخذ راحة / استراحة / فرصة
- 2- This medicine will **break** you of smoking سوف يخلصك هذا الدواء من التدخين
- 3- Criminals always tend to **break** the law. يجنح المجرمون دوماً الي خرق القانون
- 4- Please don't **break** your promise. من فضلك لا تخلف وعذك
- 5- The dawn **breaks** at 5:00 O'clock. يبزغ الفجر عند الخامسة
- 6- War **broke** out between the two countries. اندلعت الحرب مجدداً بين البلدين
- 7- She will **break** the news soon. سوف تفشي الأخبار عاجلاً

Likewise, look at the different uses of the word "under" in the following contexts:

- 1- The case **under** trail was transferred to the district court **under** section 28 of the civil procedures Act 1983. أحيلت / تم إحالة الدعوى محل / موضوع المحاكمة إلي المحكمة الجزئية بموجب المادة 28 من قانون الإجراءات المدنية لسنة 1983م.
- 2- Their country witnessed great progress **under** the rule of their late president. شهدت بلادهم تقدماً عظيماً إبان / في ظل حكم رئيسهم الراحل.
- 3- All children **under** six should be vaccinated in the town. ينبغي تطعيم جميع الأطفال دون السادسة.
- 4- The judge reminded the witness that she was **under** oath قام القاضي بتذكير الشاهدة بانها تدلي بأقوالها علي اليمين.

Similarly, think of the different meanings that the word "involve" would suggest in the following sentences:

1- His friendship with the accused **involved** him in the scandal.

وربطته صداقته بالمتهم في الفضيحة .

2- The clouds **involved** the hills. اكتنفت الغيوم التلال

3- The matter **involves** my honour. تتعلق المسألة بشرفي

4- The job offered **involves** my living in refugees camps.

تتطلب/ تقتضي/ تستدعي الوظيفة المعروضة عليّ أن أعيش في معسكرات اللاجئين.

5- The teacher **involved** the whole class in the discussion.

أشرك المعلم جميع طلاب الفصل في النقاش .

6- The project **involved** me in unnecessary expenses.

كلفني المشروع نفقات لا ضرورة لها

3.6.8 Collocations:

The collocations are words that regularly occur together. E.g.:

(To take a holiday, heavy rain, arrive at, depending on.... etc.). There are many words which collocate in a language and the degree of collocation can vary.

In other words, "A collocation" is a combination of two or more words that frequently occur together consistently in different contexts in a language. There are several types of collocations, to give examples the following can be mentioned:

1. Adjective + noun collocation:

Blind confidence: ثقة عمياء Hard labours: أشغال شاقة Net weight: الوزن الصافي

Fast sleep: سبات عميق Raging storm: عاصفة هوجاء Black market : السوق السوداء

2. Verb + noun collocations :

Pay a visit : يقوم بزيارة Attend a lecture : يحضر محاضرة Pass a law: يسن قانوناً

File a suit: يرفع دعوى Run a company: يدير شركة Exert an effort : يبذل مجهوداً

Deliver a speech: يلقى خطاباً raise a defence دفاعاً plead a defence يقدم دفاعاً

violate a law يخرق قانوناً

3. Adjective + adjective collocations:

بعدل وإنصاف : Fair and square بصحة جيدة: Hale and hearty سالم غانم Safe and sound
علي ما يرام Well and good كتابة: Black and white صحيح ومعافى Well and wealthy
عادل ومنصف fair and justice كامل ومكمل: Right and proper

4. Noun + noun collocations :

حكم الإعلام: Death sentence الوضع الراهن Status quo هجرة الأدمغة Brain drain
اتحاد المحامين: Bar association شهر العسل: Honey moon المدعى العام Attorney general
بواقع الحال : ipso facto فريق عمل: Team work

5. Noun + and + noun collocations:

Vice and virtue الشكل والمضمون Form and content الوسائل والغايات: Means and ends
قلباً وقالباً Heart and soul الشروط والبنود: Terms and conditions الرزيلة والفضيلة: virtue
الإيجابيات والسلبيات: Pros and cons أموال منقولة وغير منقولة: Goods and chattels
الشتم و السب: Insults and abuse عجائب وغرائب: Wonderments and bewilderments
السبب والنتيجة: cause and effect قولاً وفعلاً word and deed الضراء والضرء Weal and woes

6. Adverb + adverb collocations :

سراً وعلانية: Secretly and publicly بالتمام والكمال: Wholly and heartedly
مراراً وتكراراً: Time and again اليسر والعسر: Ups and downs: شاء أم أبى: Willy nilly
عاجلاً ام أجلاً: Sooner or later

Collocations may be a source of problems to the students of translation especially when the collocation has no identical equivalent in Arabic. Imagine that a student comes across this sentence:

He must do this work willy-nilly.

In order to render this sentence into Arabic, the student should work hard to find out the most suitable equivalent to the collocation "willy-nilly" otherwise his/ her product will seem vague, improper and incorrect. The above sentence can be translated as: يتعين / يتوجب عليه أداء هذا العمل طوعاً أو كرها/ شاء أم أبى / رغماً عن أنفه

Therefore, translating collocations involves many risks, that is why they are considered to be a problematic area of translation.

3.6.9 Idioms:

An idiom is a group of words whose combined meaning is different from the meanings of the individual words constituting the idioms. E.g.:

Over the moon means *very happy*.

Therefore, special fixed phrases in particular idioms and proverbs are considered to be another problematic area that encounters the students of translation.

A special phrase is a phrase with a special meaning which cannot be understood from the direct meaning of its words, nor from their total meaning when taken together. Idioms are a kind of fixed expressions as they can't be changed, but their meaning is usually different from the combination of the meaning of the individual words they contain. E.g.:

(to sit on the fence = when someone does not want to choose or make a decision , to go back one`s word = to break a promise يخلف وعده to cook one`s goose = to ruin one`s chances يقضي علي الفرص to cook one`s book = to falsify account: يُزور الحسابات a man of his word = a trustworthy man: إنسان جدير بالثقة makeup = to make good replace a loss = يعوض خسارة to look into= to investigate : يتحرى ، أنتبه (! lookout = take care ، يستقصي

More examples about idioms:

To be in a tight spot: في ورطة / في موقف صعب e.g.: Could you lend me some more money? I am in a tight spot.

To fly into a rage: يستشيط غضباً

Stumbling block: حجر عثرة / عائق

Overpopulation problem is the stumbling block to achieving the economic development

Idioms are vital part of every language; they add special flavour to the language. Along with giving it aesthetic dimension. Therefore, they are considered to be part of the culture and inheritance of the language. Idioms include; similes, metaphors, sayings, proverbs and phrasal verbs.

To cope with idioms problem, the translator should be well-versed with the culture and the special characteristics of both the source and the target language.

Here are some idiomatic expressions with their suggested translation:

- 1- How can you *pocket her insult*. كيف تتقبل أهانتها دون إن تحتج
- 2- Of course I lost my temper; lam only *flesh and blood*.
طبعاً فقدتُ أعصابي ، فأنا لست فوق البشر (أنا من لحم ودم).
- 3- There is a *black sheep* in every family. هنالك ولد نشاز في كل عائلة
- 4- There is far too much *monkey businesses* going on round here.
هنالك كثير من الأشياء المريبة تجري حولنا.
- 5- He can *walk on water*. أنه يستطيع تحدي الصعاب / يصنع المعجزات.
- 6- He is on the *horns of a dilemma*. إنه في حيص بيص (بين أمرين أحلاهما مر).
- 7- To pay *one`s back in one`s own coin*. مقابلة المعاملة بمثلها / هذه بتلك
- 8- To *add insult to injury*. يزيد الطين بله.
- 9- To *see eye to eye*. تطابق وجهات النظر / يوافقه الرأي
- 10- He has a *silver tongue*. أنه خطيب مفوه / بليغ / ذرب اللسان

The success of a translator in rendering idioms expressions depends mainly on how well he/she is knowledgeable with the culture of the both source and target language.

3.6.10 Euphemisms:

A euphemism (تعبير مُطف كنائي) is a polite expression used in a place of words or phrases that otherwise might be considered harsh or unpleasant.

التلطيف تعبير مهذب يستعمل محل كلمة أو عبارة أخرى، إذ يعتقد أن الأخرى جارحة أو غير لطيفة. (offensive)

E.g.: *He passed away / He met his maker/ He met his fate/ He kicked the bucket.*

توفي فلان / وافته المنية / لقي حنقه / مصرعه / أنقل إلي جوار ربه. فهذه كلها أساليب للتعبير عن موت شخص ما، اختارها الكاتب للتعبير لتجنب التصريح المباشر بالمعني لأي غرض ، وتستخدم الانجليزية الأسلوب ذاته للمواربة.

Translators should be careful when rendering euphemism.

علي المترجم توخي الحذر عند ترجمة أسلوب المواربة والتلطيف . أنظر إلي الجملة الإنجليزية الآتية :

“Bush stated that they were a few bad apples ”

فهنا لا علاقة” للتفاح الفاسد“ بالتصريحات الرئاسية ، التعبير هنا يعني أنهم قلة فاسدة وسط جمع من الأخيار ، واستعمله الرئيس الأمريكي الأسبق جورج بوش في فضيحة سجن ابو غريب مشيراً إلى المتهمين في الحادثة محاولاً التأكيد أن الإدارة الأمريكية ليست متورطة في أفعالهم .

More examples about euphemism:

1- Some politicians are little bit economical with the truth.

للتعبير عن عدم مصداقية بعض الساسة .

2- There are so many people living from hand to mouth in many African countries nowadays. للتعبير عن ظاهرة الفقر وعيش الكفاف في البلدان الأفريقية.

3.6.11 Passive structures:

English tends frequently to use passive structures. While in Arabic passive structure is only used in certain limited cases, namely where the doer of the action is unknown or where it is not important to mention him/her. Problems arise when students try to render English passive structure into Arabic. Some students render passive English sentence automatically into Arabic passive sentence even though the, agent or the doer is mentioned. E.g.:

1- Some notes were taken by the committee.

In this sentence the agent i-e “the committee” is mentioned, therefore there is no need to translate it into Arabic passive sentence as:

دُونت بعض الملاحظات من قبل اللجنة.

The above product is improper. The logical translation should be:

دَوَّنت اللجنة بعض الملاحظات.

Likewise, the sentence:

The mission was achieved by the manager.

Students may render this sentence into Arabic as:

1- أنجزت المهمة بواسطة المدير.

2- تم انجاز المهمة علي يد المدير .

3- قام المدير بإنجاز المهمة .

However, all the above translations are not proper. The most appropriate translation can be: (أنجز المدير المهمة)

Similarly the sentence:

Five Palestinians were killed yesterday by Israel soldiers.

Students may render it as:

قُتِلَ خمسة فلسطينيين أمس علي يد جنود إسرائيليين.

But it would be better to render the above sentence as:

قتل جنود إسرائيليون خمسة فلسطينيين أمس.

Look at the following sentence:

Inmates were beaten by prison guards.

Students may give the following Arabic translation:

1/ تعرض النزلاء للضرب من قبل حراس السجن.

2/ ضُرب النزلاء بواسطة حراس السجن .

3/ قام حراس السجن بضرب النزلاء .

But it is quite acceptable to render the sentence as:

ضَرَبَ حراس السجن النزلاء .

Due to the different techniques of using passive structure between English and Arabic, the translator should read the English sentence thoroughly so that he/she can be certain whether the “agent” or the subject is known, in order to render the passive English structure into active Arabic sentence.

Notice:

1- In some certain contexts such as press translation, the passive structure is translated as passive structure when the context is emotive. E.g.

An eye witness just arriving from the Somali town of Baidawa said that tens of anti-shabab Movements traders there were killed their bodies mutilated their wives raped, their stores looted and their houses were set ablaze.

الترجمة: ذكر شاهد عيان عاد لتوه من بلدة ببيداوا الصومالية أن عشرات التجار المناوئين لحركة الشباب هناك قُتلوا ومُثل بجثثهم وأغتصبت زوجاتهم ويُهبّت متاجرهم وأضرمّت النيران في مساكنهم

2- The passive structure is rendered as active structure, if the context is not emotive, the agent is mentioned and there is nothing in the context to suggest that the passive is used for the purpose of highlighting. E.g.:

Several resolutions were passed by the United Nation Security Council with respect to the humanitarian conditions in the west Bank and Gaza strip.

الترجمة : أجاز مجلس الأمن الدولي العديد من القرارات بشأن الأوضاع الإنسانية في الضفة الغربية وقطاع غزة .

3- A hallow word (تم – جرى) is used to “translate the passive structure if the context is not emotive and the agent is not mentioned”. E.g.:

1- More schools and health facilities have been built in the IDP camps in anticipation for the flow of more IDPS.

الترجمة: تم/ جرى بناء المزيد من المدارس والمرافق الصحية في معسكرات النازحين تحسباً لتدفق المزيد من النازحين .

2- Several training vocational centres were built. تم/ جرى بناء / تشييد العديد من مراكز التدريب المهنية .

3.6.12 Adverbial phrases of manner as another problematic area of translation:

Adverbial phrases of manner answer the question how or in what manner. E.g.:

1. The soldiers fought *bravely*.
2. He drives *extremely fast*.
3. They *willingly* accepted his offer

استعمال المفعول المطلق (اسم منصوب من لفظ الفعل يذكر معه لتوكيده أو لبيان نوعه أو عدده) وتحويل الحال إلي صفة).

1- ضَرَبَ عليّ الكلب ضرباً مبرحاً .

2- استقبل الناس الفريق الفائز استقبال الفاتحين.

ثمة مشكلة يمكن أن تواجه الطلاب فيما يتعلق بترجمة (صيغة أسم المفعول المطلق) من العربية إلي الانجليزية ؟ أنظر إلي الجمل الآتية:

1- رفض العرض رفضاً باتاً .

2- ثار ثائرة

- 3- ابتسمت الفتاة ابتساماً ساحرة وقالت....
- 4- هاجم منافسيه هجوماً إجرامياً.
- 5- يحبها حباً جارفاً .
- 6- قاتلوا عدوهم قتالاً شرساً .
- 7- ارتفعت الأسعار ارتفاعاً كبيراً في الآونة الأخيرة.

The above sentences can be rendered into English as follows:

1. He *definitely* refused the offer.
- 2- He *violently* outraged.
- 3- *Charmingly* she smiled and said ...
- 4- He *criminally* assaulted his rival.
- 5- He is *passionately* in love with her.
- 6- They *fiercely* fought their enemy.
- 7- Prices have *greatly* gone up recently.

Students may render the following sentence:

Water has *gushily* poured from the stream. تدفق الماء بصورة/ بدرجة غزيرة من النهر.

However, this translation is imprecise, the proper translation should be

تدفقت المياه تدفقاً غزيراً من النهر.

Likewise, the following sentences:

- 1- The boy **mercilessly** beat the dog. ضرب الولد الكلب ضرباً مبرحاً .
- 2- He does his job **relatively** well. أنه يتقن عمله إتقاناً نسبياً.
- 3- He whispered **lovingly** to his friends. همس همساً ودوداً إلي أصدقاءه.

3.7 Translation of Abbreviations, Acronyms and Eponyms:

Abbreviations, Acronyms and Eponyms are deemed to be another stumbling block to the students of translation.

Students should be familiar with some common abbreviations such as :

WWW: World Wide Web.

BBC: British Broadcasting Corporation.

EEC: European Economic Community.

ICJ: International Court of Justice.

ICC: International Criminal Court.

MP: Member of Parliament.

CD: Compact Disc.

VIP: Very Important Person.

TEFL: Teaching English as a Foreign Language.

CV: Curriculum Vitae.

p.m. : Post Meridiem .

a.m. : Ante Meridiem .

etc.: et Citra.

Here are more examples of some abbreviations that students of translation may need to know: (IDP, IDPs, UNAMID, UNDP, UNHCR, SLJR, FBI, ICCPR, GATT, BASIC, LLC, ICESCR, CV, ICRC, TOEFL, IELTS, DNA, NASA).

Indeed the researcher cannot confine or mention all the abbreviations that the students should know, since it is the duty of students to endeavour and make much effort to learn as much as they can about abbreviations.

Acronyms: التسميات الأولانية

An acronym on the other hand, is the abbreviation of words into their first letters which are always capital. E.g.: “UN” is an acronym for (United Nations) “U” stands for the first word, while "N" stands for the second word.

If a translator doesn't know what exactly certain acronym stands for, he/she can't be able to offer correct translation.

United Nations` Acronyms are the most important and recurrent in English language for the students of translation and translators in general.

The translator should try to find out what the acronym stands for. The UN organization has very specific acronyms such as:

1- **FAO:** Food and Agriculture Organization of the United Nation.

(الفاو) منظمة الأغذية والزراعة التابعة للأمم المتحدة .

2- **IMF:** International Monetary Fund. صندوق النقد الدولي

3- **UNESCO:** United Nations Educational, Scientific, and Cultural Organization.

(اليونسكو) منظمة الأمم المتحدة للتربية والعلوم والثقافة.

4- UNICEF: United Nations Children Fund. (اليونيسيف) صندوق رعاية الطفولة التابع للأمم المتحدة .

5- WIPO: World Intellectual Property Organization..(الوابيو) المنظمة العالمية للملكية الفكرية.

6- WHO: World Health Organization. منظمة الصحة العالمية

7- OPEC: Organization of Petroleum Exporting Countries. (الأوبك) منظمة الدول المصدرة للبتروول.

UN acronyms can pose some problems to the students of translation and trainee translators as well, especially if the students are not familiar with the certain acronyms subject matter of translation.

Eponyms: الكلمات المشتقة من أسماء أشخاص بعينهم

Eponyms (naming a product after the person inventing it) e.g.:

Hover / hover craft, Watt, Mercedes, Vase line, Aspirin...etc.

قد يواجه المترجم المبتدئ بعض الصعوبات عند ترجمة الكلمات المشتقة من أسماء أشخاص بعينهم حيث لا توجد قاعد صارمة fast and hard rule فيما يتعلق بترجمة مثل هذه الكلمات فالمترجم يتبع العرف هنا فحسب ، فهذه الكلمات مازال بعضها يحمل في العربية اسم الشخص و البعض الآخر يتجاهله في سبيل المعنى . فمثلاً نقول أن المرأة ولدت بعد عملية قيصرية وهي تنسب إلي يوليوس قيصر Caesarean Section الذي تقول الأسطورة أنه وُلدَ بهذه الطريقة عام 102 ق.م ونقول (إنّ ذلك الشاب رميو!) أو " أنه كازنوبا " الإشارة إلي عاشق أسطوري في الحالة الأولى ، وإلي شخص بعينه في الحالة الثانية هو جو فاني كازانوبا المغامر الإيطالي الذي عاش في القرن الثامن عشر (1725-1798) بل ونقول : (دون جوان) نسبة إلي الأسطورة الأسبانية القديمة التي تحولت إلي قصائد ومسرحيات فيما بعد وقد نقول (إنه شوفيني) (Chauvinist) أو متعصب لوطنه ، نسبة إلي نيكولاس شوفان الجندي الفرنسي المتفاني في حب نابليون . ونقول الكتابة بطريقة برايل Braille نسبة إلي الفرنسي لويس برايلي الذي اخترع طريقة الكتابة البارزة للمكفوفين في عام 1852م.

3.8 Culture boundaries as an obstacle to the students of translation:

Students suffer severely when rendering some certain terms that do not exist in the culture of the target language. In such case where certain terms are not familiar to the culture and context of the target language, here decision should be taken about when to provide explanations, illustrations and extra details in order to convey the most suitable equivalent, where by the translator intervenes, to make the text flow more smoothly, or achieve a similar effect as

the original does, so as to make sense. This arises when rendering texts of different cultures. Therefore, decision making can be a major factor in cross cultural understanding. For instance, decision must be taken in rendering emotive terms such as; “*martyrdom*” which has quite different connotations from the Arabic “الشهادة/ الاستشهاد”. The same thing will apply with, terms such as “*Jihad, fatwa, fiqh , iddat, hodood Ta`zir penalty and qussas.*” In such cases where the translator encounters cultural problems, he/she may need to adopt a device known as “translator educator” whereby, he/she takes decision to insert explanations, illustrations and extra details to give sense to his/her product.

To give examples, suppose that students come across the following sentences:

- 1- Our enemies will face their *Water Loo* eventually.
- 2- His horse was nicked name *Max Winy*.

The problem here is how the translator can cope with the terms “*water Loo*” and “*Max Winy*” in order to produce logical, acceptable and rational translation. In such case, decision must be taken as regard to inserting explanations, and this depends on to what extent the translator is well-versed in the culture of both the source and target language. Building on this, the suggested translation to the above two sentences can be:

- 1- سيتم سحق أعداءنا في نهاية المطاف. (كما سحق جيش نابليون في معركة وترلوي علي يد دوق ويلينغتون قائد الجيش الإنجليزي في تلك المعركة).
- 2- وكان حصانة ومن فرط هزاله يلقب بماكس ويني (وهو بطل ايرلندي انتحر جوعا وصار يضرب به المثل علي النحافة).

Here, the translator plays the role of “translator –educator” or “ translator- interpreter” in which case decision has to be made about adding extra information to the product so that, it can retain the same flavour of the original text.

Similarly the two terms. “ *Fatwa and Iddat*” can be rendered as follows:

(**Fatwa**) = A reply to a question according to Holy Quran or the sayings of the prophet Mohammed Peace and blessings of Allah be upon him.

(Iddat)= The period during which a divorce or widowed woman cannot get married according to Islam.

Likewise, the local Sudanese term “*Janjaweed*” الجنجويد can be rendered as (a tribal fighter on a horse back) and the term “*sagia*” الساقية can be rendered as (a water-wheel turned by a bullock to raise water from the Nile).

3.9 Punctuation:

Punctuation points generally mark where pauses are to be made in reading.

Some students may ignore the role that punctuation plays in the process of translation. For example, sometimes punctuation can have certain meaning that should be manifested in translation. E.g.

He entered the room expecting to find his guest, but found- an empty room.

Here the dash (-) signifies "surprise" so, the sentence can be rendered into Arabic = دخل الحجره متوقعاً أن يجد ضيفه فيها ، ولكن لدهشته وجدها خالية.

Likewise, in the next sentence:

While feeling his way in the dark, thunderbolts fell unceasingly over his head.

Here the comma (,) between the two words; ((dark and thunderbolts)) signifies succession. Thus, it is rendered as فإذا Hence, the whole sentence can be rendered as: بينما يتحسس طريقه في الظلام ، فإذا بالصواعق تنهال فوق رأسه.

Similarly, the following sentence:

1- This short story teaches us three important things: Crime doesn't pay, never tell lies and most importantly use your brain and not your body to defend yourself

Here the colon (:) can be rendered into: (مثل / علي سبيل المثال / ألا وهي)

الترجمة: وهذه القصة القصيرة تعلمنا ثلاثة أشياء مهمة ألا وهي أن الجريمة لا تفيد و ألا تكذب أبداً والأكثر أهمية هو أن نستخدم عقولنا وليس أجسامنا في الدفاع عن أنفسنا.

2- The government is aiming at putting an end to these problems: unemployment and illegal immigration.

تهدف الحكومة لحل هذه المشكلات ألا وهي البطالة والهجرة غير الشرعية .

In the same respect, look at the following two sentences:

It is indeed hard to disregard the value of language in communication, but it is even harder to ignore its value in thinking. Language is tied to the very process of thought.

In the above two sentences the (notion) is connected. Therefore, the full stop (.) falling between the two sentences can be rendered into: حيث / إذ

الترجمة: إنه حقاً من الصعب أن نتجاهل قيمة اللغة كوسيلة للاتصالات ، بل الأمر الأصعب هو تجاهل قيمتها في التفكير حيث/ إذ ترتبط اللغة بصميم عملية التفكير .

Another point worth mentioning in this regard, is that in sentences where there are more than one item separated by "commas" , in translation we look at the conjunction preceding the last item, then render the commas according to the meaning of this combining word or conjunction. E.g.

1- *Environment is everything around us; the air we breathe the food we eat, the water we drink and the place in which we live.*

الترجمة: تعتبر البيئة كل شيء يحيط بنا مثل الهواء الذي نستنشقه والطعام الذي نتناوله والماء الذي نشربه والمكان الذي نعيش فيه.

2- *Injury means any hurt illegally inflicted upon a person in body, mental or psychological, health, honour, property or reputation.*

(كلمة ضرر) تعني أي أذى يقع بالمخالفة للقانون يصيب الشخص في جسمه أو صحته العقلية أو النفسية أو في عرضه أو ماله أو سمعته

3- *Water is found in nature in different forms; ice, snow, liquid or steam.*

يوجد الماء في الطبيعة في أشكال مختلفة مثل الجليد أو الثلج أو السائل أو البخار.

4- *People get fresh water from rivers, streams, natural lakes, natural springs and underground wells.*

يحصل الناس علي الماء من الأنهار والجداول والبحيرات الطبيعية والينابيع الطبيعية والآبار الجوفية.

5- *This agreement may not be altered, amended, changed or modified.*

لا يجوز تعديل هذا الاتفاق بشكل جوهري أو ثانوي أو تحويله.

Generally speaking, punctuation helps reading a piece of writing loudly. Besides that it also helps in understanding the meaning of the sentence clearly. Thus, punctuation facilitates the translation process. For example:

The sentence: The girl says the boy is nice.

The above sentence is not clear enough to be translated, it has to be punctuated, or else, it needs to be rephrased as this is the nature of the English language. So this sentence could be punctuated respectively as follows:

A/ The girl says, “The boy is nice”. In this case, it will be translated as:

قالت الفتاة ان الولد لطيف .

B/ The girl, says the boy, is nice .In this case, it will be translated as follows:

قال الولد ان الفتاة لطيفة .

Chapter Four

Data Analysis, Results and Discussion

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4.0 Introduction

This chapter investigates the common features of legal English discourse. Hence it is an attempt to identify the problematic linguistic areas that a trainee translator is likely to face. Therefore, the section discusses the problematic areas of translating legal discourse in terms of the different significations of modal auxiliaries in legal language and in terms of using pronominal adverbs or what is known as (Anaphoric and Cataphoric references), certain synonyms and collocations in legal discourse. Besides the difficulties concerning the frequent occurrence of foreign words and expressions in particular French and Latin in legal English language on one hand, and the difference in the structure of a legal English sentence in comparison with the normal structure of ordinary English sentence on the other hand.

Problems in legal translation arise from the fact that “it is a translation from one legal system into another”. i.e. “from the source legal system into the target legal system”. As it has been stated that “rendering / translating legal texts from English into Arabic or vice-versa is not a mere process of rendering the terminology and grammar of the ST into equivalents in the TT. A translator of such texts is transferring from one legal system that which is embedded in the ST culture into a totally different TL legal system and TL culture. (Hanem EL-Farahaty 1988: 18). Because legal discourse includes a lot of words and expressions that are dependent on culture and legal system. Legal translation is a specialized, culture dependent i.e. it is typical for particular culture. In other words, language of law is a system–and culture–bound language for special purposes. Gu (2006:140) states that, legal English adopted a Romanic vocabulary to build its legal (as distinct from literary) language legal English in

common with many other professional languages, employs a great deal of terminology that has a technical meaning and is not general familiar to the layman-therefore, legal translation has more to do with language transference (the legal system is more important than the language).

Legal discourse differs from ordinary language broadly because its main purpose is not to communicate, but to regulate. For instance, the function of a typical commercial contract is to lay down the conditions on which the contract or certain parts of the contract come into effect, to state the obligations agreed between the parties to the contract and to define what each party may or may not do in performing the contract. Therefore, legal translation seems rather complex and difficult. This complexity and difficulty is attributable to the nature of law and the language that this law uses, and the associated differences found in intercultural and inter lingual communication in translating legal texts. Hence, one of the main reasons why legal discourse sometimes seems difficult to understand is that it is often very different from ordinary language. This hypothesis comprises the following issues:

1- Modal structures are used with special significations in legal language. E.g. The modal auxiliary verb “shall” is not used as a signifier of futurity in legal texts, it is used to convey the meaning of obligation (“shall” = has a duty to. While, the modal verb “may” = has discretion to or is permitted).

2- Legal discourse involves a large number of obscure and unfamiliar words and expressions such as the frequent occurrence of pronominal adverbs (Anaphoric and Cataphoric references), out of date words and terminology that are no longer exist in modern English language. In addition to using certain synonyms and collocations.

3- Foreign words and phrases, namely French and Latin are still be used in legal English discourse.

4- A legal English sentence has apparently peculiar and different structure from the structure of an ordinary English sentence.

The issues stated above will be elaborated and discussed below respectively as follows:

4.1 Modals in legal discourse

The concept of modality is considered to be a key / major feature of the legal texts. Certain modals *such as; shall, must, should* and *may* are the most common modals in English legal discourse due to the performative nature of legal documents.

{**shall**}: The modal auxiliary verb "shall " is a very distinctive feature of English legal language as a means of expressing obligation rather than referring to the future. E.g.

1/ Tenant **shall pay** the rent within the first week of each month.

يدفع المستأجر الأجرة خلال الأسبوع الأول من كل شهر.

2/ Employee **shall adhere to** the official working hours. يجب على العامل التقيد بمواعيد العمل الرسمية.

In general English, the modal “**shall**” denotes future, whereas in legal English it is used to express obligation. It is used in the imperative sense to impose a duty or obligation on the legal subject to whom it refers. It expresses the idea of procedural right. Sometimes (**must**) is used in place of (**shall**) to express the same sense of necessity.

According to (Triebel 2009; 155) (**must**) denotes all required action, whether or not the subject of the clause performs the action of the verb. (Foley 2002: 369) distinguishes between the use of (**shall**) and (**must**) in legal texts: Some authorities would distinguish (**shall**) for an obligation imposed on a human agent with legal consequences as in this example:

Upon your return, you **shall report** to the legal agency your activities while abroad.

And (must) for condition precedent or subsequent as in:

The report **must include** details of your activities while abroad.

Bryan A. Garner (2001: 105) comments that; although (shall) is supposed to mean “has a duty to” but it almost never does mean this when it is preceded by a negative word such as; “**nothing** or **neither**” E.g.:

1- Nothing in this agreement **shall be** constructed to make owners partners or join venture.

2- Neither the purchaser nor any employer **shall discriminate** against any employee or applicant for employment on the basis of race, religion, colour, sex, national origin, ancestry, age, handicap or disability, sexual orientation, military–discharge status, marital status, or parental status.

3- Neither party **shall assign** this agreement, directly or indirectly, without the prior written consent of the other party.

Note: Other Arabic equivalents of “**shall**” that have been identified in various legal texts include; (الفعل المضارع ، على ، يتعهد، يتعين ، يجب ، يلتزم)

{**May**}:

The modal verb (**may**) is used in legal discourse to indicate a permissive discretionary act (a right power or privilege being conferred). “**May**” is considered as the second most frequent modal in legal document; the high frequency of the use of “**may**” in legal texts shows that it is entrusted in legal texts that no other modal is used in its place. In negative passive forms, it implies a prohibition.

Examples of the modal “**may**” in legal discourse:

1- A Sudanese national **may acquire** the nationality of another country as shall be regulated by law. يجوز لأي سوداني أن يكتسب جنسية بلد آخر حسبما ينظمه القانون.

2- The United Nations **may hold** fund, gold or currency of any kind. يجوز للأمم المتحدة أن تحتفظ بأموال وذهب أو عملات من أي نوع.

4.2 Translation of Modals:

1-Translation of (shall):

As it is stated before, that “shall” is used in legal documents as a signifier of “obligation” which guarantees that the act will happen and that it is legally binding. In the following section the researcher investigates how “**shall**” is rendered into Arabic:

A: {shall plus infinitive (active) into present}

“shall” plus an infinitive active verb is rendered into present. E.g.:

1-The organization and its members **shall act** in accordance with the following principles... (Charter of the United Nations article 2). تقوم الهيئة وأعضاؤها وفقاً للمبادئ الآتية.

2- All members **shall settle** their international disputes....(Ch,UN, article 2: 3) **يفض** جميع أعضاء الهيئة منازعاتهم الدولية....

3- Tenant **shall dispose** from the dwelling Unit all ashes, rubbish, garbage and other waste in a clean and safe manner.

يتعهد المستأجر بإزالة كل الأتربة والمخلفات والقمامة وغيرها من الفضلات من الوحدة السكنية بطريقة نظيفة ومأمونة .

4- Landlord **shall have** the right, subject to tenant`s consent, to enter the dwelling unit to inspect the premises provided that landlord may enter the dwelling without tenant`s consent in case of emergency.

يحق للمالك بشرط موافقة المستأجر دخول الوحدة السكنية لمعاينة العقار على أنه يجوز للمالك دخول الوحدة السكنية بدون موافقة المستأجر في حالة الطوارئ .

B: {shall plus infinitive (active) into lexical verbs of necessity}

The obligation modal (**shall plus active**) is sometimes rendered into an equivalent lexical verb denoting obligation. E.g.:

1- The parties to the disputes, the continuance of which is likely to endanger the maintenance of international peace and security **shall** first of all **seek** a solution. (CHUN, article 33 :).

يجب علي أطراف أي نزاع من شأن استمراره أن يعرض حفظ السلم والأمن الدولي للخطر ، أن يلتمسوا حله بادئ ذي بدء . (المادة 1/33 من ميثاق الأمم المتحدة) .

2-..... They **shall** refer it to the security Council. (Ch UN, article 37: 1)

وجب عليها أن تُعرضه علي مجلس الأمن (المادة 1/37 من ميثاق الأمم المتحدة)

In the first example, “**shall seek**” is rendered as **يجب علي** ... أن يلتمسوا as shown **يجب** (it is compulsory) occurs in combination with **علي** (**on**) . it also takes as its agent a clause initiated with **أن** (**that**) . It can sometimes take a verbal noun as its predicate as in **يجب عليه**..... إلتماس .

In translating, “**shall**” as **يجب** this is done through “linguistic adaptation” of a modal as a lexical verb. The infinitive verb “**seek**” is rendered through “literal translation” into an equivalent infinitive (أن يلتمسوا). While in the second example, a lexical verb of necessity is used as an equivalent to the modal (**shall plus infinitive**). Yet a shift of tense has occurred by using the verb **وجب** (**must plus perfect, it had been compulsory**) in the perfect. It is known that in Arabic the perfect carries no mood and it expresses events that are “either actually completed or regarded as such” Thus, the perfect tense is not the accurate equivalent of the English modal (**shall**). The solution for this is to use the imperfect (**يجب... it is compulsory must**).

3- The Security Council **shall duly take** account of failure to comply with such provisional measures. وعلى مجلس الأمن أن يحسب لعدم أخذ المتنازعين بهذه التدابير المؤقتة.

In the above example. (**على**) (**on**) is used to denote obligation as an equivalent of (**shall**). In Arabic, the mood of necessity can be expressed through (**أن + يجب على**) or through (**على**) (**on**) as Badawi Carter and Gully : 2004: 396) argue: Note also “must” can be expressed by (**على**) alone : We must be aware of this. هذا (**On**) علينا أن نعي هذا , is different from what they call “extended obligation” i.e. bearing a sense of burden such as that given below:

Where they all stayed in a hotel **at** the expense of the state. حيث نزلوا جميعاً على نفقة الدولة.

There is no modal verb corresponding to this extended obligation in the English translation as such since (**على**) (**on**) is rendered literally into the preposition (**at**) and there is no modality expressed either syntactically or semantically.

4- When the Security Council has decided to use force it **shall**,..... invite that member, إذا قرر مجلس الأمن استخدام القوة فإنه ينبغي عليه أن يدعو هذا العضو

Another way of rendering the structure **shall plus infinitive (active)** is given in the above example. The TT uses the verb **ينبغي** (**should**) which means

“it is imperative” most desirable, “ought to” . (Badawi, Carter and Gully , 2004: 395) give the following examples for clarification.

- 1- This is the fact of which believers **ought to** be aware. هذه الحقيقة التي ينبغي أن يعيها المؤمنون
- 2- Anger is the symptom which **must be** paid attention to. الغضب علامة ينبغي الإصغاء لها.

According to the above examples (**ينبغي**) (**should**) can also denote obligation , though not as strong as **يجب** (it is compulsory) . It may imply that the action can be done or not.

C: {shall plus negative}

In this subsection, the researcher investigates different ways of rendering (shall plus the negative). E.g.:

- 1- Each member **shall have not** more than five representatives in the general assembly. (Ch. UN article 9) لا يجوز أن يكون للعضو الواحد أكثر من خمسة ممثلين في الجمعية العمومية.

- 2- A retiring member **shall not be** eligible for immediate re-election. (Ch. UN article 23:1) والعضو الذي انتهت مدته لا يجوز إعادة انتخابه على الفور.

- 3- The trusteeship system **shall not apply** to territories which have become members of the United Nations. (Ch. UN article 78)

لا يطبق نظام الوصاية علي الأقاليم التي أصبحت أعضاء في هيئة الأمم المتحدة.

- 4- In the performance of their duties the Secretary General and the staff **shall not seek** or receive instructions from any government or from any other authority external to the organization. (Ch. UN article 100: 1)

ليس للأمين العام ولا الموظفين أن يطلبوا أو يتلقوا في تأدية واجبهم تعليمات من أية حكومة أو من أية سلطة خارجة عن الهيئة .

- 5- Commercial Banks **shall not deal** in real estates. يحظر علي المصارف التجارية التعامل في العقارات.

- 6- Agent **shall not represent** a third party during the agency term.

يمنع الوكيل عن تمثيل الغير طوال فترة الوكالة.

Palmer (1990: 73) argues that; (shall) is considered one the “necessity” modals, and since it is stronger than (must) its negation expresses strong prohibition.

In example (1) above it is the proposition, not the modal, that is negated, and in example (2) it is the modal, that is negated. In both cases, they are rendered into Arabic as لا يجوز (it is no permissible, or not allowed). The Arabic equivalent to the modal "shall" here is the verb indicating possibility (يجوز may) and its negative form shows lack of permissibility. Thus, a better translation can represent the prohibitive "shall not" in Arabic لا يجب (mustn't) or يجب ألا (must not) as given in Badawi Carter and Gully (2004: 398).

In example (3) and (4) translation of the prohibition phrase "shall not seek" is different since it is done through a lexical verb in the imperfect modal precedent by the negative particle لا "not" in (3) and through the particle "ل for" precedent by ليس "not" in (4).

Negation in the two examples expresses lack of permissibility for the agent الأمين العام والموظفين (The Secretary General and the staff). Negation of modals may include either the modal or the verb (**proposition**).

Deference in both, depends on the type of the modal which results in a different meaning of the whole sentence. The following example cited in Palmer (1990: 113) clarifies the idea:

- 1- John can't be in his office (it is possible that John is in his office).
- 2- John may not be in his office (it is possible that John is not in his office).

D: {shall plus the passive} :

Consider the following example:

Nothing in this chapter **shall be construed** in or itself to alter in any manner the right of any states or any peoples (**Ch. UN, article 80: 1**)

لا يجوز تأويل نص أي حكم من أحكام هذا الفصل ولا تخريجه تأويلاً أو تخريجاً من شأنه أن يغير بطريقة ما اية حقوق لأية دول أو شعوب.

In this example, the passive verb (construed) is rendered into Arabic as a verbal noun (تأويل) interpretation) this voice shift as well as verb-noun (transposition) is done for stylistic reasons. The reason why it is claimed so, is that the same structure has been rendered differently in another example, in the

next example below, the English passive structure “interpreted” is rendered into Arabic passive (تؤول - to be interpreted). Thus, the passive is adhered to and also there is no verb-noun “transposition”.

Paragraph (1) of the above article "**shall not be interpreted**" as giving grounds for delay or postponement of the negotiations (Ch. UN article 80: 1).

لا يجوز أن تؤول الفقرة الأولى من هذه المادة علي أنها تنهض سبباً لتأخير أو تأجيل المفاوضات.

The passive structure can be changed into active through the occurrence of a clause initiated with أن (that). E.g.:

1- Any such question which action is necessary shall be referred to the Security Council by the general assembly. (Ch. UN article 11:2).

وكل مسألة مما تقدم ذكره يكون من الضروري فيها القيام بعمل ما ، ينبغي أن تحيلها الجمعية العامة علي مجلس الأمن .

However, in the example below, the translator has chosen to stick to the Arabic normal sentence order i.e. (VSO).

2- The expense of the Organization **shall be borne** by the members as apportioned by the general assembly. (Ch. UN, article 17: 2)

يتحمل الأعضاء نفقات الهيئة حسب الأنصبة التي تقررها الجمعية العامة .

While in the next example, passive structure has been translated into active, but the agent (**by phrase**) has been rendered into Arabic by using a prepositional phrase.

3- Decisions of the general assembly on important questions shall be made by a two-third majority of the members present voting. (Ch. UN, article 17: 2).

تصدر الجمعية العامة قراراتها في المسائل الهامة بأغلبية ثلثي الأعضاء الحاضرين المشتركين في التصويت.

In the above example, the passive (**shall be made**) is translated into a verb-initial sentence (VSO) تصدر الجمعية العامة قراراتها (the general assembly issues its decisions). The agentive (**by phrase**) is rendered into Arabic as a prepositional phrase initiated by بـ (by).

Translation of “May”:

As it is stated before, “may” is used in legal texts to denote **permissibility**. It occurs in the ST in combination with the infinitive either in the active or passive voice.

1- May plus infinitive (active) into a lexical verb of possibility:-

The first case of rendering (**may+ infinitive (active)**) into Arabic is through lexical verb denoting possibility (يجوز - it is allowed) as given below:

1. These may include complete or partial interruption of economic relations (Ch. UN, article 41) . ويجوز أن يكون من بينها وقف الصلات الاقتصادية وقفاً جزئياً أو كلياً .

2. The minister of energy **may enter** into concession agreements with foreign companies for petroleum exploration.

يجوز لوزير الطاقة ان يبرم إتفاقات امتياز مع شركات أجنبية للتقيب عن البترول .

3. Should the security council considered that measures provided for in article 41 would be inadequate or have proved to be inadequate, **it may take** such action by air, sea or land forces **as may be** necessary to maintain or restore international peace and security (Ch. UN article 41).

إذا رأى مجلس الأمن أن التدابير المنصوص عليها في المادة 41 لا تفي بالغرض أو ثبت أنها لم تف به جاز له أن يتخذ بطريق القوات الجوية أو البحرية أو البرية من الأعمال ما يلزم لحفظ السلم والأمن الدولي أو لإعادته إلي نصابه.

“May include” is translated ‘literally’ into a lexical verb denoting possibility plus a clause initiated with ‘**and**’ ويجوز أن يكون (and may be) in the first example. Whereas in example (3) translation of the modal ‘**may**’ (it may take) is changed from “imperfect” to past: (جاز له أن يتخذ) (it was allowed for him to take) there is another occurrence of (**may**) in example (3): (as maybe necessary) to maintain or restore international peace and security.

ما يلزم لحفظ السلم والأمن أو لأعادته إلي نصابه

The TT lacks a direct equivalent of the modal ‘may’ the possibility particle قد (may) can be used in this context to fill in such a Symantic gap. A class shift

(Cat ford, 1965: 78) is used to render an adjective “necessary” into a verb يلزم (is needed/ is required).

A suggested translation of the above statement into Arabic can be:

ما قد يلزم لحفظ أو استعادة السلم والأمن الدوليين.

The same ST pattern “**may be necessary**” is rendered into a different lexical verb in the TT as in the next example:

4. The organization shall enjoy in the territory of each of its members such legal capacity **as may be necessary** for the exercise of its function and the fulfillment of its purposes. (Ch. UN, article: 104)

تتمتع الهيئة في بلاد كل عضو من أعضائها بالأهلية القانونية التي قد يتطلبها قيامها بأعباء وظائفها وتحقيق مقاصدها.

The same pattern: “may + infinitive in the active voice” presented above is translated into Arabic into a prepositional plus a clause initiated by أن (that) as in the following two examples:

1- The general assembly **may discuss** and **may make** recommendation(Ch. UN, article 10).. للجمعية العامة أن تناقش كما لها أن توصي

2- The general assembly **may make** recommendation or **may propose** convention to the members of the United States for these purposes. (Ch.UN, article 105, 3). للجمعية العامة أن تقدم التوصيات ولها أن تقترح على أعضاء الهيئة عقد اتفاقات لهذا الغرض.

In Arabic the verb يجوز لك أن (you are allowed to) is one of the verb used to denote permission. It corresponds to 'may' in English. In the two examples given above, the **may structure** is rendered into the preposition (لـ) (for) plus the clause initiated by أن (that).

2- May plus passive:

“May plus passive verb structure” is rendered into Arabic as an imperfect verb denoting modality plus a clause initiated with أن (**that**). To illustrate this, consider the following example:

A member of the United Nations against which preventive or enforcement action has been taken by the Security Council **may be suspended**

from the exercise of the rights and privileges of membership by the general assembly upon the recommendation of the Security Council. (Ch. UN, article 5).
الترجمة: يجوز للجمعية العامة أن توقف أي عضو أتخذ مجلس الأمن قبله / حياله عملاً من أعمال المنع أو القمع ، عن مباشرة حقوق العضوية ومزاياها ويكون ذلك بناء على توصية مجلس الأمن .

In the above example, there are two examples of the passive structure which are rendered into active:

“**Has been taken**” is translated. **أُتخذ** (**took**) and (may be suspended) is rendered as **يجوز أن توقف** (it is allowed that “**agent**” suspend). Thus, the ST passive is translated as TT active, as the TT active in both cases is used because the ST (**by-phrase**) is better rendered into the TT by using the agent or the subject of the verb. It becomes common, however, to use, the (**by –phrase**) translated by certain linguistic Arabic phrase such as (**من قبل - علي يد**). If the passive is adhered to, the meaning will not change but the TT will be redundant and wordy. The change to passive is underlined below {Hanem El- Farahaty page 135}

يجوز أن يوقف اي عضو من قبل الجمعية العامة أُتخذ قبله عملاً من أعمال المنع أو القمع من جانب مجلس الأمن ، عن مباشرة حقوق العضوية ومزاياها ، ويكون ذلك بناء على توصية مجلس الأمن.

The passive structure: “ may plus be plus PP”:

Can be translated into a prepositional phrase a clause initiated with **أن** (**that**) as underlined in the example below:

1- The exercise of these rights and privileges may be restored by the Security Council. (Ch. UN, article 5). **ولمجلس الأمن أن يرد** لهذا العضو مباشرة تلك الحقوق والمزايا.

However, in some certain cases ST passive structure can be rendered into TT passive structure. E.g.

2- Subsidiary organs **as may be found** necessary **may be established** in accordance with the present charter. (CH. UN, article 7:2).

يجوز أن **يُنشأ** وفقاً لأحكام هذا الميثاق ما يُرى ضرورة إنشائه من فروع قانونية أخرى .

ST gives two passive structures that adhere in the TT. The first is rendered into a verb denoting modality plus a clause initiated with **أن** (That): **يجوز أن ينشأ** (it is allowed to be established). The other example is rendered into a

TT passive (What is seen necessary for establishing) ما يُرى ضرورة إنشائه There is an adaptation of the meaning of the verb (found) plus an ‘addition’ of verbal noun إنشائه (it is establishing) to complete the main verb of the sentence.

Translation of other less frequent modals:-

Other less frequent modal auxiliaries that occur in legal discourse include; (should, must for obligation and might for possibility) modals of necessity, e.g. (must, shall) can be translated into Arabic as: يجب على ، على ، ينبغي أن . In this respect, consider the next example:

The security council **should** also take into consideration that legal disputes should as a general rule be referred by the parties to the international court of justice. (CH. UN, article 36: 3).

على مجلس الأمن أن يراعي أيضاً أن المنازعات القانونية يجب على أطراف النزاع بصفة عامة – أن يعرضوا على محكمة العدل الدولية

The above example presents translation of the modal ‘**should**’ which is rarely used in drafting legal documents. Semantically ‘**should**’ indicates more than one meaning such as; obligation, duty or correctness typically when criticizing someone action.

However, ‘should’ is sometimes used to specify certain condition. In other words it is used to denote (a directory provision). Consider the following example:-

Should the Appellate Authority deems it necessary to increase or alter the penalty against the accused, it can return the case to the trial court again to revise its decision and it can allow to hear any additional evidence which it deems necessary .

إذا / في حال رأت السلطة الإستئنافية أن تزيد العقوبة على المتهم أو تغييرها بما يعود على المتهم بالضرر فإنه يجب عليها أن تعيد القضية إلى محكمة الموضوع مرة أخرى لإعادة النظر في قرارها ويمكن أن تأذن لها بسماع أي بينات إضافية تراها مناسبة .

Below are two examples in the same context:

1- Should the office of the president of the republic falls vacant before the election , the functions of the president of the republic shall be assumed by the presidential council referred to in article 66 (9) above .

2- Should one party assign all or part of its registered capital, prior written consent shall be obtained from the other party.

{**Must**}: The modal '**must**' is used to indicate a strong obligation and it is rendered into Arabic as: (يجب ، يتعين ، يختم ، يقتضي) E. g :

1- The loan **must be repaid** in one year according to the contract.

يجب أن يُسدد القرض خلال عام واحد وفقاً لأحكام العقد .

2- Members of the United Nations also agree that their policy in respect of the territories to which this chapter applies....**must be based** on the general principle of good – neighbourhood . (Ch. UN, article 74) .

يوافق أعضاء الأمم المتحدة أيضاً على أن سياساتهم إزاء الأقاليم التي ينطبق عليها هذا الفصل يجب أن تقوم على مبدأ أحسن الجوار .

3- The tenant **must use** the premises for general office purposes.

يجب علي المستأجر استخدام العقار للأغراض المكتبية العامة.

{**Might**}: This modal is not frequent in legal texts. It only occurs in a few contexts. Here is in an example of using "**might**" in legal texts:

They shall refrain from any action which **might** reflect on their position as international officials responsible only to the organization. (Ch.UN, article 100 :).

وعلينهم أن يمتنعوا عن القيام بأي عمل قد يسيء إلى مراكزهم بوصفهم موظفين دوليين أمام الهيئة وحدها .

Note: words and expressions such as; (is entitled to = has a right, is authorized to = has the authority, power or jurisdiction to) are also be used in legal texts.

E.g.

1. Employee **is entitled** to one-month paid leave each year.

يحق للعامل الحصول على إجازة مدفوعة الأجر مدة شهر سنوياً .

2. The managing director **is authorized** to sign the contract for the Company.

يُخوّل المدير الإداري صلاحية توقيع العقد باسم الشركة.

4.3 Pronominal Adverbs in legal discourse

Another prominent feature of legal discourse is the remarkable occurrence of pronominal adverbs or what is known as: **Anaphoric** and **cataphoric** references.

A pronominal adverb is a type of adverbs occurring in a number of Germanic languages, formed in replacement of a preposition and a pronoun by turning the latter into a locative adverb and the former into a prepositional adverb and joining them in reverse order.

Pronominal adverbs or anaphoric and cataphoric references are not familiar in ordinary English .They are used in legal English as a way of avoiding repetition of name of things. E. g:

Any dispute arising from this contract shall be resolved in arbitration.

To use pronominal adverb; we could retain the preposition '**from**' and replace the phrase '**this contract**' with the adverb '**here**' to give the following:

Any dispute arising **here from** shall be resolved in arbitration.

The meaning of these words and phrases can be understood from the context in which they are placed. However, Ruport Haigh, (2012: 51) argues that pronominal adverbs persist in legal English discourse mainly as a consequence of legal tradition rather than usefulness.

Words such as (hereof, thereof, whereof, hereby, hereto, wherein . . . and further derivatives, including; at, in, after, before, with, by, above, on, upon . . . etc.) which are not often used in ordinary English. They are used in legal English; primarily as a way of avoiding the repetition of names of things in the legal document—very often, the document itself.

Although at first sight these words may appear very strange indeed, there is certain logic to their construction. Essentially, they are prepositions and pronouns taken together and rolled into one .For example, if we take the following sentence:

The parties to this contract agree as follows . . .

We could retain the preposition “to” and replace the phrase “**this contract**” with ‘**here**’ then combine ‘**here**’ and ‘to’ to give the following:

The parties **here to** agree as follows

Thus, we can say: the parties **hereto**. Instead of (the parties to this contract.

To illustrate the point:

1- **Here** :- وتركيباتها المختلفة

تعني "here" (هذه الوثيقة) أو (هذا العقد) أو (هذه الاتفاقية) . . . الخ .
ويضاف إليها ظروف شبيهة بحروف الجر لإعطائها معانٍ محددة مثل:

[Hereby, hereunder, hereof, herewith, herein, hereinafter, hereinbefore, hereinabove... etc.]

E.g.:

Mr Baker **hereinafter** refers to as the first party.

السيد / بيكر المشار إليه / ويشار إليه فيما بعد في هذه الوثيقة / هذا العقد بالطرف الأول .

2- **There** :- وتركيباتها المختلفة

تُشير كلمة "there" إلى (شيء) أو (وضع ما) ذُكر قبلها مباشرة ويُضاف إليها ظروف شبيهة بحرف الجر لإعطاء معانٍ محددة مثل:

[Thereto, thereof, thereby, therewith, therefor, therein, etc.] .E.g.

The insurance company or any dully authorized collector **thereof**.

شركة التأمين أو أي محصل تابع لها مفوض تفويضاً صحيحاً .

3- **Where** : وتركيباتها المختلفة

تُشير كلمة “Where” إلى (ما سبق ذكره) ويضاف إليها ظروف شبيهة بحروف الجر لإعطائها معانٍ محددة مثل:

[Whereof, whereby, where in, where with, etc.] .E.g.:

1- In witness **whereof**, the parties hereto have executed this lease at the place and on the dates specified below next to their respective signature.

إثباتاً لما تقدم خرز الطرفان عقد الإيجار هذا في المكان المحدد والتواريخ المحددة قرين توقيع كل منهما.

2- In witness **whereof** the said parties have hereunto set their hands and seals the day and year first above mentioned.

وإشهاداً بما ذُكر تحرر هذا العقد اليوم والسنة المذكورين في صدره وأمضاه الطرفان ويصماه بخاتميهما .

More examples about pronominal adverbs:-

1- In this agreement, words and expressions shall have the same meaning as respectively assigned to them in the conditions of contract **hereinafter**.

تحمل الكلمات والعبارات الواردة في هذه الاتفاقية نفس المعاني المستخدمة في شروط العقد المشار إليها لاحقاً.

2- The parties **hereto** declare that they have legal capacity to enter into this agreement and **hereby** agree to form a partnership in accordance with the following terms and conditions.

أقر المتعاقدون بأهليتهم القانونية للتصرف واتفقوا على تكوين شراكة فيما بينهم وذلك وفقاً لما يلي من شروط .

3- Annexes attached **hereto** shall be deemed an integral part **hereof**.

تعتبر الملاحق المرفقة بهذا العقد جزءاً لا يتجزأ من هذا العقد .

4- The parties **hereto** agree and covenant as following: : أتفق الطرفان وتراضيا كما يلي :

4.4 Translation of Anaphoric and cataphoric References

Anaphoric References:-

Any reference to information that is retrievable from the text in question is anaphoric. Anaphoric reference, comprise the demonstrative pronoun “**here**” + one or more prepositions. E.g.:

1- The appellate body may not add or diminish the rights and obligations provided for **herein**.

2- Appeals shall be considered in accordance with rules provided for by article 13 **herein below**.

خطوات ترجمة (Anaphoric references)

ترجمة حرف الجر + ترجمة اسم الإشارة (هذا / هذه حسب نوع الوثيقة أو ضميرها / آخر اسم أو ضميره) .
إذا كان هنالك أكثر من حرف جر يترجم حرف الجر الأخير.

وتأسيساً على هذه القاعدة فإنه يمكن ترجمة المثال (1) أعلاه على النحو التالي:

لا يجوز لهيئة الاستئناف الإضافة إلى الحقوق والالتزامات المنصوص عليها في هذه الاتفاقية أو الإنقاص منها .

Cataphoric References:

Cataphoric References, comprise the demonstrative pronoun (There +one or more preposition). E.g.:

Tenders shall be submitted to this office not later than the date set forth in the notice. Tenders submitted thereafter shall not be considered.

خطوات ترجمة (Cataphoric references)

ترجمة حرف الجر + ترجمة اسم الإشارة (ذلك / تلك) حسب نوع الوثيقة + مسمى الوثيقة أو ضميرها /
آخر اسم أو ضميره) . إذا كان أكثر من حرف جر ، يُترجم حرف الجر الأخير .
وبناءً على هذه القاعدة يمكن ترجمة المثال أعلاه على النحو التالي :
يتم تقديم العطاءات لهذا المكتب في موعد لا يتجاوز التاريخ المحدد في الإعلان ولن يتم النظر في أي
عطاء يتم تقديمه بعد ذلك التاريخ .

More examples:-

1- The insurance company or any duly authorized collector **thereof**,

شركة التأمين أو أي متحصل تابع لها مفوض تفويضها صحيحاً .

2- The National Bank or any affiliate **thereof** . . المصرف القومي أو أي فرع تابع له .

3- Labour contract shall be made and written in a clear language leaving no doubts or controversy regarding rights and duties contained **therein**.

يحرر عقد العمل بلغة واضحة لا تدع أي مجال للشك أو الجدل بشأن الحقوق والواجبات الواردة فيه .

4- The contractor shall be deemed to have inspected the work site and the surroundings **thereof** and to have read available information in connection **therewith**.

يعتبر المقاول قد عاين موقع العمل والبيئة المحيطة به واطلع على كل المعلومات المتاحة المتعلقة بذلك .

5- All persons born or naturalized in the United States and subjected to the jurisdiction **thereof** are citizens of the United States.

كل الأشخاص الذين ولدوا أو حصلوا على الجنسية في الولايات المتحدة ويخضعون للاختصاص القضائي للولايات المتحدة يعتبروا من مواطني الولايات المتحدة .

6- The penal code 1925 is **hereby** repealed, provided that all proceedings, orders and regulations taken or made **thereunder** shall be valid until repealed or amended in accordance with the provisions of this code. (The penal code 1974, Article 2).

يلغى من تاريخ العمل بهذا القانون ، قانون العقوبات السنة 1925م على أن تظل كل الإجراءات والأوامر واللوائح الصادرة بموجبه سارية الي ان تُلغى او تُعدل بموجب أحكام هذا القانون .

4.5 Binominal Expressions / Doublets and Triplets

There is a peculiar historical tendency in legal English discourse to string together two or three words to convey what is a single legal concept. Examples of these include:-

(Null and void, fit and proper, perform and discharge, dispute, controversy or claim, and promise, agree and covenant).

These binominal expressions are often called (doublets or triplets).

Gustafson (1975:9) defines binominal expressions as:-

Sequences of two words belonging to the same class which are syntactically coordinated and semantically related; while, Triebel (2009: 160) refers to what he calls 'doubling' : The use of several terms to describe a single concept , where a single term would be adequate for that purpose .

Tiersma (1999: 13) views a juxtaposition of two or may be three words are known as doublets or triplets. Sometimes they are called '**words pairs**'. In Arabic they are known as العبارات الزوجية والمرادفات (as couplings and synonyms). These words may be nouns , verbs , adjectives or prepositions such as;

by and between: فيما بين by and among: بين كل من any and all: جميع

put and keep : يحافظ made and signed : تحرر terms and conditions : شروط

true and correct: صحيح null and void: لاغ false and untrue: خاطئ each and every : كل

Doublets and triplets are considered synonymous or near- synonymous words that come to existence in English legal language as a result of common law. (Common law developed in the Middle Ages and came to mean the whole law of England) Courts shifting from French to English, there was some concern as to whether the words of the same referent had the same meaning. To avoid any problems, drafters began to include both terms, just to be safe. (Beveridge 2002 : 59) .Though, doublets and triplets are not familiar in ordinary English language, they are common be seen in some certain legal documents, in particular civil contracts .

Some of the most common doublets and triplets are listed below:

breaking and entering : منقولات : goods and chattels : على الممتلكات

safe and sound : ما لم وإلى أن : unless and until : fraud and deceit: مأمون وسليم

save and except : يتحاشى ويتجنب : shun and void : فيما بعد وباستثناء :

a knowledge and confess: يكون ويظل : shall be and remain: عمل وفعل : act and deed: يقر ويعترف :

free and clear of : يحافظ على : keep and maintain : deem and consider : من خالٍ من :

in good condition and repair: باع وأسقط وتنازل : grants , sells and transfers: بحالة جيدة :

Make, constitute and appoint: نزاع : dispute , controversy or claim : وكل

Promise, agree and covenant : ملغى : cancelled and set aside : يوافق :

Legal and valid: يلغى : cancel, annul and set aside: نافذ وساري :

To illustrate this point, consider the following sentences:-

1- Landlord shall make all repairs and do whatever is necessary to **put and keep** the dwelling unit in **a fit and habitable** condition.

2- Tenant shall **fully and promptly** comply with and observe the **rules and regulations** of landlord with respect to the making of alterations.

يلتزم المستأجر بالكامل وفي الحال بالقواعد التي يطبقها المالك بالنسبة لإجراء التغييرات.

3- The first party **grants, sells and transfers** unto the second party

باع وأسقط وتنازل الطرف الأول للثاني .

4.6 Foreign or loan words in legal discourse

Since an ancient time and due to some historical backgrounds and considerations, legal English continued to borrow from other languages in particular French and Latin, and these borrowed terms continued to be used until today. In this context, *Beveridge* (2002: 57) comments “what we know today as legal English didn't begin its life as English alone, but rather was predominantly French and Latin” While *Batch* and *Cable* (2002: 11) emphasize that half of the English vocabulary is derived from Latin, directly or indirectly.

Many legal English terms which are common nowadays, are borrowed from Latin or French. The reason behind this remarkable phenomenon is that; the English law was affected by the Roman church in the middle ages whose dominant language was Latin. Hence, it was the language of written texts and intellectual communication throughout Europe.

Examples of legal English terms rooted from Latin including but not limited;

Bona fide: In good faith.

Inter alia: Among other things.

Ipsa facto: By that very fact.

Ad hoc: For this purpose (often used as adjective before noun).

Per se: By itself (often used after a noun to indicate the thing itself).

Versus: Against (versus is abbreviated to ‘v.’ in case citations, but to ‘Vs.’ in all other instances).

De facto: In fact.

Per annum: Per year.

Quorum: Number of shareholders or directors who have to present at aboard meeting so that it can be validly conducted.

Ultra vires: Beyond the legal powers of a person or a body.

Et cetra: And other things of the same kind (used to shorten a list of similar items).

Pro forma: As a matter of fact.

Ratio decidendi: Main facts of the case plus the decision thereon.

Obiter dictum: 1- Casual expression of opinion upon a point which has not been raised in the case, a mere saying (by the way) or a chance remark.

2- An observation by a judge on legal question suggested by a case before the judge, but not a rising in such a manner as to require decision.

Prima facie: At first sight.

Men's rea: An intent to commit a crime (criminal state of mind).

Bona fide: In good faith.

Mala fide: In bad faith.

Actus reus: To commit an unlawful act.

Examples of some legal English terms rooted form French include:-

Contract, proposal, schedule, terms, estoppel, purchase, quash, jury, court, evidence, judge, tort, verdict, attorney etc.

A number of Latin and French words and phrases such as: (ad hoc, inter – alia, annex, addendum, alibi, appendix, purchase, delivery, proposal terms, conditions, schedule, policy, alias, quash, quasi and res judicata) are in regular use in current legal English discourse.

A great deal of such words and phrases are regarded as indispensable by Lawyers and legal drafters because they express a Legal idea much more concisely than could be achieved in English. For example, the phrase '*inter-alia*' is sometimes rendered in English as *including but not limited* (على سبيل المثال لا الحصر) Among other things (من بين أشياء أخرى)

The use of loan words in particular Latin and French in legal discourse constitutes a problematic area in legal translation especially to the students of translation who are not familiar with legal language and legal concepts.

To examine the validity of the above mentioned statement, consider the following examples:

1- The merchandise contained in the consignment is of inferior quality to that anticipated by the purchaser.

Analysing the above sentence would reveal the following:

The	: old English
Merchandise	: from old French
Contained	: from Latin
In	: from Latin
The	: old English
Consignment	: from Latin
Is	: old English
Of	: old English
Inferior	: from Latin
Quality	: from Latin
To	: old English
That	: old English
Anticipated	: from Latin
By	: old English
The	: old English
Purchaser	: from old French

- 16 words; 8 old English, 6 from Latin and 2 words from old French.

Now consider the same idea expressed in a different way:

2- The standard of the goods the delivery is made up of is worse than the buyer thought it would be:

The	: old English
Standard	: from old French
Of	: old English
The	: old English
Goods	: old English
The	: old English
Delivery	: from old French
Is	: old English

Made	: old English
Up	: old English
Of	: old English
Is	: old English
Worse	: old English
The	: old English
Buyer	: old English
Thought	: old English
It	: old English
Would	: old English
Be	: old English

* 20 words; 18 from old English, 2 from old French.

We notice the following:

- * The first sentence is more sophisticated than the second, both, in grammatical construction and in terminology.
- * The first sentence is more appropriate to the standard of legal English.
- * The first sentence contains 16 words while the second sentence contains 20.
- * The first sentence consists of 50 per cent Latin or French-derived words, whereas in the second only 10 present of the words are Latin –or French-derived.

Legal English sentences involving Latin or French words such as: (force-majeure, inter-alia, estoppels, liable, tort, bona fide....etc.) may constitute translation problems to the students of translation and trainee translators. On the other hand, legal English discourse is characterized by its antiquated or deserted vocabulary. For instance, the words (hence, whence and thence and the derivatives hence with and thenceforth, are all abandoned forms in ordinary English which are however, still be seen occasionally in legal English discourse. Their meanings are brief outlined below:

Hence means (1) for this reason on and (2) from now on, **Henceforth** means from this time or that time on. **Whence** means (1) from what place or source; (2) from which or form where; (3) to the place from which; or (4) as a consequence of which.

Thence means (1) from a place or source previously mentioned, (2) as a consequence.

Thence forth means from that time, place or point onwards.

More examples of archaic and out of date words in legal English discourse can include; **wisneseth, doth, hath, etc.**

Also legal English is characterized by the occurrence of unfamiliar pronouns such as; the same, the said, the aforementioned said, as suchetc. In this regard consider the following examples:

1- The lessee shall pay to the lessor at the office of the lessor as monthly rent of **said** leased premises for **said** term the sum of ...

يدفع المستأجر في مكتب المؤجر علي سبيل الإيجار الشهري مبلغ

2- The lessee has examined said premises...

In this respect Rupert Haigh (20/2:55) comments that; the use of such pronouns in legal texts is interesting since very frequently they do not replace the noun-which is the whole purpose of pronouns-but are used to supplement them. For example, the said John Smith.

*** (er, or and ee) Names :-**

Legal English contains a large number of names and titles, such as; **employer** and **employee**, **bailor** and **bailee** and **indorsor** and **indorsee** in which reciprocal and opposite nature of the relationship is indicated by the use of -er/or and ee endings. These endings derive from Latin.

For example the employer is the one who employs the **employee**. Hence **the employee is employed by the employer.**

Here are some further examples that one may encounter in legal texts:
Assignor: Is a party who assigns (transfer) something to another party.

محيل ، متنازل للغير عن مال أو منفعة.

Assignee: Is a person to whom something is assigned.

محال إليه : الشخص الذي صار التنازل أو التصرف عن الحق إليه ولمصلحته.

Donor: Is a party who donates something to another party.

واهب متبرع – من وهب الغير مالاً أو منفعة.

Donee: Is the party to whom something is donated.

موهوب له: من آلت إليه الهبة أو حصل التصرف لمنفعته.

Drawer: The party who given an order to a second party to pay a sum of money. In other words, the drawer is the party who writes or creates a draft or a check.

Drawee: المسحوب عليه Is the party on whom the order to pay is drawn. I.e, the drawee is the party to whom the draft is addressed and who is ordered to pay the amount of money specified in the draft.

Lessor: Is a party who grants a lease over a property. He or she is therefore the Landlord. مالك او مؤجر.

Lessee: Is the party to whom a lease over a property is granted. He or she is therefore the tenant. مستأجر.

Mortgagor/ Mortgager is a lender who lends money to a property owner (the mortgagee) in return for the grant by the mortgagee of a mortgage over the property as security for the loan. (مدين) راهن

Mortgagee: Is the property owner to whom money is loaned by the mortgagor in return for the grant of a mortgage over the property. دائن(في عملية الرهن العقاري) مرتهن

Offeror: Is a party who makes a contractual offer to another party.

(مُوجِب) – الشخص الذي يتقدم بعرض للتعاقد.

Offeree: Is the party to whom a contractual offer is made.

مُوجَب إليه: الشخص الذي عُرضَ عليه التعاقد .

Payor/Payer: Is a party who makes a payment to another party.

دافع ، مسحوب عليه: من لزمه الأداء.

Payee: Is the party to whom payment is made. In other words, the payee is the person named in the instrument to receive payment.

المستفيد ، المدفوع له – من كان سحب الشيك أو الكمبيالة لمصلحته ووجب أداء قيمتها إليه.

Promisor: Is the party who makes a promise to another.

متعهد ، واعد محرر سند التعهد ، ملتزم أداء ما قطع علي نفسه.

Promisee: Is the party to whom a promise is made.

موجود ، متعهد له ، المستفيد الذي صدر التعهد لمصلحته.

Representor: Is the party who makes a contractual representation to another party.

Representee: Is the party to whom a contractual representation is made.

Transferor: Is a party who transfers something to another party. ناقل، محول

Transferee: Is the party to whom something is transferred. مُحوّل ، منتازل إليه

Rupert Haigh (2012: 55) argues that these words are not always used in the way the examples given above might lead one to expect. For example, a **guarantor** is someone who provides a **guarantee**. However, the person to whom a guarantee is given is known technically as the principal debtor, not the guarantor. The guarantee is the document by which the secondary agreement is made. Similarly, the Appellee is the party against whom an appeal is submitted, while the party who submits the appeal is the appellant.

In addition to the words listed above, one may also notice the words **whatsoever**, **howsoever** and **wheresoever** in legal texts. These have extremely limited practical meaning and exist as a result of legal tradition only. **Whatsoever** means ‘whatever’ i.e. ‘no matter what’ in contractual contexts.

Howsoever means ‘however’ ‘in whatever way or to whatever extent’

Wheresoever ‘means’ ‘wherever’ ‘in or to whatever place’ in contractual contexts.

These words are occasionally used together; for example, in the following sentence:

- This limitation shall apply in any situation **whatsoever**, **wheresoever** and **howsoever** arising.

The word 'whosoever' may also be encountered. This simply means whoever.

Last but not least, one may also encounter some fixed forms and phrases which are used with specific meaning in legal texts, so that they may pose translation problems for the students of translation who are not familiar with legal concepts. To give examples for such forms and phrases consider the following expressions:

Subject to: مع مراعاة ، بشرط

Without prejudice to: مع عدم الإخلال بـ

Except as (maybe) provided for in: ما لم يرد فيه نص في

Unless otherwise provided: ما لم يرد فيه نص خلافاً لذلك

This Act may be cited as: يسمى هذا القانون

{ **Unless the context otherwise requires.** } ما لم يقتض السياق معنى آخر.
{ **Except where the context otherwise.** }

Where the context requires حسبما يقتضى السياق

As the case may be: بحسب الحال

Notwithstanding Article X: علي الرغم من احكام المادة.

Including but not limited: علي سبيل المثال لا الحصر.

So far as is practicable: بقدر ما يكون ذلك ممكناً عملياً

Provided that/ on condition that: بشرط أن ، على أن ، شريطة أن

As such: من هذا القبيل

As may be necessary: حسب الضرورة.

As may be provided in: حسبما ينص على ذلك

{ **As afore said** }
{ **As afore mentioned** } حسبما هو مذكور أعلاه / آنفاً

{ **Whereas:** حيث أن }
{ **Whereases:** حيثيات }
{ **Whereases:** حيثيات }

By virtue of: بموجب كذا / بمقتضى كذا

Unless otherwise contrary rule issued: ما لم يصدر ما يخالفه من أحكام.

Title and commencement: اسم القانون وبدء العمل به.

Duly authorized: مفوض تفويضاً صحيحاً.

{ **Premeditated murder :** } قتل مع سبق الإصرار والترصد
{ **First degree murder (US):** }

Except in the cases defined by the law: إلا في الحالات المبينة في القانون

The above expressions are given as examples and indeed there are so many similar phrases used in the legal language which may constitute problems to the students of translation.

4.7 The structure of a legal sentence

The structure of a legal sentence differs from that of an ordinary English sentence.

The basic structure of a simple ordinary English sentence is as follows:

{ **Subject + Verb + Object**
Or
Subject + verb + object + complement }

E.g.: The lawyer drafted the contract. In this sentence, the **lawyer** is the subject, **drafted** is the verb, and **the contract** is the object.

Subject: the subject is the part of the sentence that usually comes first and on which the sentence is predicated it is typically –but not always –noun Phrase. In traditional grammar it is said to be “**doer**” of the verbal noun.

A subject is essential in English sentence structure so much so that a dummy subject (usually ‘it’) must sometime be introduced.

E.g.: (It is raining). However the matter is different in imperative sentences where it is not so necessary to mention the doer. E.g.:

Listen!

Keep still!

The same thing apply with some informal contexts. E.g.:

(See you soon).

Verb: verbs are traditionally described as “**doing**” words. They are usually

essential to clause structure . Verbs may be classified either as **main** or **auxiliary**.

Auxiliary verbs, are traditionally described as ‘helping verbs’ and include; **be, do** and **have**.

Object: The object is usually a noun phrase. In a simple declarative sentence it follows the verb. The object is usually said to be affected by the verb.

Object may be either **direct** or indirect. In the sentence:

I owe you nothing.

You is the direct object, and **nothing** the indirect object.

However, the usual structure of a legal English sentence is:

{ **Subject + shall /may + Verb + complement** }
Or
{ **Subject + shall / may + be + P.P.** }

Examples of some common legal sentences that usually recur in civil contracts and in some legal contexts including but limited:

- 1- The contractor shall bear all costs of
- 2- The second party may get a paid leave of one month a year according to the provisions of this contract.
- 3- The contractor shall be deemed liable for
- 4- Landlord shall have the right to enter the dwelling unit.
- 5- All claims shall be submitted to the compensation commission.
- 6- The lessee shall pay to the lessor at the office of the lessor.
- 7- The first party shall undertake to remove the debris from the construction site upon the completion of the project.

يتعهد الطرف الأول بإزالة الأنقاض من موقع البناء فور اكتمال المشروع.

- 8- The contractor shall be deemed to have satisfied himself before submitting his tender. . يعتبر المقاول قد إقتنع بصحة عطائه قبل تقديمه .

- 9- The accused shall be presumed innocent until proved guilty beyond reasonable doubt. المتهم بري حتى تثبت إدانته فوق مرحلة الشك المعقول.

10- The notification shall be given two months before terminating the contract.

يجب أن يتم الإخطار قبل إنهاء العقد بشهرين.

11- No one shall be presumed guilty of a criminal offence before a judgment of conviction has entered into force with regard to him or her.

لا يجوز افتراض إدانة أي شخص بارتكاب جريمة ما قبل نفاذ حكم الإدانة في حقه.

4.8. The main characteristics of a legal sentence:-

4.8.1 Lexical Repetition:

The drafters of legal sentences may tend every now and then to the style of repetition, to avoid any ambiguity, misunderstanding of the text or misleading interpretation.

In other words, lexical repetition is to be used if any ambiguity could arise even if this repetition will result in redundancy.

To illustrate this point let us consider the following sentence:

The lessee shall pay to the lessor at the office of the lessor.

In the above sentence, if we use the pronoun (his) instead of repeating the noun (lessor) this will lead to ambiguity.

To clarify the notion. Consider the next sentence:

The lessee shall pay to the lessor at his office.

In such a case a lawyer can argue that the phrase “at his office” refers to the lessee’s office and not the lessor’s office, so the result will be severe controversy.

Similarly, the sentence:

Upon the expiration or sooner termination of the lease term. Tenant shall, upon written demand by landlord, at tenant’s expense, immediately remove any alterations made by tenant.

4.8.2 Separation of subject and verb:

Separation of subject and verb is one of the distinguished features of legal sentence. The main reason for separating subject and verb is to achieve greater

5- *There shall be deemed to commit the offence of public nuisance whoever commits any act which is likely to cause public injury.* يعد مرتكب جريمة الازعاج العام من يقع منه فعل يحتمل ان يسبب ضرراً عاماً

4.9 Syntactic features of legal English:

The syntax of English legal language is characterized by complex structures, multiple subordinations, with main verbs of the sentence coming late in the sentence, as well as other distinctive features that will be discussed below:

4.9.1 Nominalization:

A nominalization is “a noun phrase that has a systematic correspondence with a clausal prediction which includes a head noun morphologically related to a corresponding verb”. Below are examples of nominalization:

1- *No one shall be subjected to torture or to cruel, in human or degrading treatment or punishment. (UDHR, Article 5).* يمنع ممارسة التعذيب ولا يجوز تعريض الفرد لعقوبات او معاملة قاسية (المادة الخامسة من الاعلان العالمي لحقوق الانسان)

2- *The contractor shall implement and maintain a appropriate technical and organizational measures so as to prevent destruction, damage, loss or alteration of the data.*

4.9.2 Passivization:

Passive transformation includes a shift of positions whereby, the (object) occupies the agent (subject) position.

Passivization is chosen for some reasons;

- (I) To obscure the agent.
- (ii) To focus on a part that the author sees as more prominent, and
- (iii) To foreground a fact by leaving it unspecified.

The following are examples of some passive structures that can be cited in legal texts (*will be based, shall be deemed, can be accepted, has been approved, the court will need to be satisfied, is presumed, was vacated ...etc*).

4.9.3 Wh-deletion:

Wh-forms deletion is one of the distinguishing features of English legal language. By wh-deletion is meant dropping the word initiated by “wh” such as: “which, what” in a clause and the past participle of the verb given. This notion is illustrated by **Danet’s** examples; **agreement..... here in (which is) contained or implied (1985:280).**

It is not explained why (wh-deletion) occurs in English legal language. It can be considered a means of stylistic variation. These grammatical forms are repeated in contracts such as; **(premises made available, notices given, risks assumed, obligation imposed and assistance required).**

4.9.4 Conditionals, and Prepositional Phrases and restrictive connector’s:

Complex conditional and hypothetical formulations are commonly used in legal English. Examples of the syntactic indicators of condition and hypothesis are: *if, where, wherever, provided that, should, assuming that, so long as, upon and whereas subject to, in the even that of, in the case that/of etc.*

Prepositional phrases are common in English legal language such as; *pursuant to, without prejudice to, prior to, in accordance with, in respect of, subsequent to.*

Similarly, legal English utilizes restrictive connectors like; *notwithstanding that, under, whereas ... etc.* Besides some unique determiners such as; “said” as in (aforesaid) “such” as in (*a penalty as such*) and “subject to” as in (*subject to article No X of civil law*).

4.9.5 Complex Sentences:

English legal language is known for it is long and complex sentences. The longer the sentences, the more complex they are, the higher number of subordinating clauses and phrases. Here is an example of a long complex legal sentence:

The contractor shall implement and maintain appropriate technical and organizational measures so as to prevent the destruction, damage, loss or alteration....and the contractor shall provide the council with such information as it may require to satisfy itself that the contractor is complying such obligation.

4.9.6 Performative verbs and modals:

Language used in the law performs certain acts, mainly, declaring a right, making a prohibition or given permission (Maley 1994:4) argues that “performativity and modality are the linguistic means which express the institutional ideology of the role relationships involved in legislative rule-making” (Austin 1962) classifies performatives as explicit and implicit. Explicit speech acts are expressed through act verb. E.g. (*certify, declare, confirm, enact*,). The following are some clarifying examples:

1- I hereby authorize the following marriage certificate. (Marriage certificate).

2- I hereby declare that the above statements are correct (Trading licence)

3- I confirm that in so far as the facts in report are within my own knowledge I have made clear which they are, and I believe them true. (Report to the court).

4- We the people of United States, in order to form a more perfect union, establish justice, Provided for the common defense,..... do ordain and establish this constitution for the United States of America (Preamble of American constitution).

The first example above contains a combination of the performative verb “authorize” and the archaic term “hereby” in which case the latter guarantees the legal act that the verb “authorize” assumes.

In this context, Tiersma (1999:105) notes that only where it is unclear that a verb is a performative does it make sense to add hereby. Whereas, implicit speech acts are expressed via modal auxiliaries (may, shall).

For **Kurzon (1986:16)** speech acts occur with “may” or “shall” or their negative forms. In this case the whole sentence has a force of permission (may), ordering (shall) or prohibition (shall not).

Last but not least, lexical chains joined by commas with and/or at the end are also a common characteristic of legal English.

E.g.:

1- Everyone is entitled to all the right and freedoms set forth in this Declaration without distinction of any kind, such as race, colour, sex, language, religion, political or other opinion, national or social origin, property, birth or status. (UDHR, Article 2)

يتمتع كل فرد بكافة الحقوق والحريات المنصوص عليها في هذا الاعلان بدون تمييز من اي نوع مثل العرق او اللون او الجنس او اللغة او الدين او المعتقد السياسي او غيره او الانتماء الوطني او الاجتماعي او الطبقة او الطائفة او اي وضعاً اخر.

2- No one shall be subjected to arbitrary interference with his privacy, family, home or correspondence. (UDHR, Article 12)

لا يجوز تعريض أحد لتدخل تعسفي في حياته الخاصة او شئوون اسرته او مسكنه او مراسلاته (المادة 12 من الاعلان العالمي لحقوق الانسان).

Chapter Five

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

Chapter Five

The main Findings, Conclusions, Recommendations and Suggestions for Further Studies

5.0 Introduction:

This chapter includes literary contents under the above mentioned subtitles.

5.1 The Main Findings:

Based on the previous handling, the researcher has come to the main findings of the concept of contract in terms of its identification, types, formation and its general layout along with the language of contracts enjoy the same features of legal English discourse. The researcher has found out that the language of contracts encompasses all the distinctive characteristics of legal discourse that have been discussed previously in this study.

Legal English language in general seems to be complex and rather ambiguous when compared with ordinary English language. Consequently, the Legal translation requires certain skills and qualifications. It involves transferring from one legal system into another different legal system.

As it has been emphasized that this study sheds light on legal translation, it investigates the linguistic problems of rendering legal discourse. On the other hand, the study analyzes the main features of legal English language as well.

The study reveals some findings about the subject matter, that legal English discourse is unique in terms of its lexical features, it involves terms of arts. i.e. “words with specific meanings” with highly technical meaning. It includes Latin, French and archaic terms that are no longer be seen in everyday ordinary English, but continue to exist in legal texts.

Analysis of English legal language has shown that lexical features such as archaic and Latin terms tend to occur more frequently in official documents in general and in contracts formulation in particular. Formality, which is another

distinctive feature of the English legal language, is expressed by some fixed linguistic aspects such as; modals, pronominal adverbs, doublets and triplets, besides some out of date terms and expressions.

The analysis also has revealed that legal English discourse is characterized by many syntactic features such as; complex sentences, nominalization, passivation, performative verbs and some conditional structures.

Therefore, legal translation looks difficult and rather problematic. It requires certain skills and qualifications. In this respect, the researcher would like to present some practical and useful suggestions that may help students understand the legal discourse and pave the way towards practicing legal translation properly:

5.2 Conclusions :

Taking into account some researchers endeavor to draw attention to the common difficult areas that students of translation need to consider as regard to legal translation through focusing on some certain linguistic features of the legal English discourse , including but not limited , the special significations of modal structures when used in contractual instruments , the recurrence of pronominal adverbs in the legal English discourse , the curious tendency of using loan/borrowed terms in legal English texts .Besides the peculiar structure of legal English sentence compared with the structure of an ordinary English sentence .

Generally speaking, the study deals with the linguistic obstacles that may constitute some difficulties to the students of translation in terms of rendering legal discourse.

Moreover, the study addresses slightly the general problems of translating from English to Arabic.

The study is concerned with the linguistic problems pertaining legal English language with reference to that relating to rendering civil contracts and

international conventions .Along with the problems arising out from crossing two languages. I.e. English and Arabic and legal system translation. The study discusses the sources of difficulties in rendering legal discourse including linguistic and cultural differences. On the other hand, the study points out at the problems relating to some specific terms that are not used outside the legal field, besides shedding light on some terms that acquire a very specialized legal meaning when used in legal texts. In this respect, the study points at the special significations of some modal verbs in the legal discourse. The study draws attention to the phenomenon of using French and Latin terms in legal English language as well.

5.3 Recommendations:

This study is a humble participation towards a functional analysis of legal translation which is still seems to be a crude and fertile field of study that needs to be investigated.

The Sudanese library lacks studies in this field. The researcher hasn't found a single book dealing with the subject matter. Hence, the study is an attempt to break through in the field which may pose further research questions and stimulate others to conduct researches in the field and discover other aspects of this fascinating topic, i.e. the linguistic problems of rendering legal discourse, giving them tools with which they can begin and later build on, improve and offer further useful and fruitful studies.

Therefore, the researcher recommends strongly for investigation in the field and conducting more researches in the subject matter.

On the other hand, one of the recommendations is that, legal translation should be taught to the students of law. Meanwhile, there should be a system of teaching law and legal studies to the students of translation. Moreover, the researcher recommends that faculties of law should establish a legal translation department at the undergraduate level to provide students with related courses including but not limited, legal terminology, comparative law and bilingual

drafting. This in turn may enable law gradulators to become legal translators, based on the fact that a law graduator with knowledge of foreign language is closer to being a legal translator. Last but not least, training program in legal translation should be part of law studies or an extension of law studies.

5.4 Suggestions for further Studies:

Based on the aforementioned facts, the researcher has come to the following points to stand as suggestion for further studies which are:

- 1- Academic institutes specialized in translation studies should provide students with necessary legal knowledge that enable the students to acquire a legal mentality. For example, the subject of introduction to the law and legal studies should be one of the requirements of these institutes.
- 2- Students of translation should develop the skill of reading and analyzing legal texts both in the English and Arabic languages.
- 3- Legal practitioners, such as; judges, advocates and legal advisors should be involved in translation studies institutes to provide students with the needed knowledge about the different contemporary legal systems. Such knowledge will facilitate the process of crossed legal translation.
- 4- Legal translation should be part and parcel of the curricula of all academic centers and institutes concerned with translation studies.
- 5- A legal translator, i.e. “the one who is specialized in legal translation”, should be quite familiar with the legal environment, legal concepts and legal systems of both the source and target language.
- 6- Faculties of languages have a duty to include in their syllabi and curricula what provide students with some knowledge about figurative language in particular idioms .This will be both useful and interesting.
- 7- Translators in general should be knowledgeable and well-versed in the culture of both the source and target language, since the process of translation is across-culture activity that involves not only transcending linguistic boundaries, but transcending cultural barriers as well.

8- Legal translation should be included at the undergraduate level of law studies as an optional course of study.

9- Faculties of law studies at the postgraduate level should establish a legal translation department to cover language and legal systems that couldn't be possible to include at the undergraduate level.

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Appendix (1)

List of Abbreviations

Some common Abbreviations used in the study and meaning they stand for:

The Word/s	The Abbreviation/s
Source Language	SL
Target Language	TL
Legal Translation	LT
Source Text	ST
European Union	EU
United Nations	UN
Language for Special Purposes	LSP
Language for Legal Purpose	LLP
United Kingdom	UK
European Court of Justice	ECJ
Beginners' All-Purpose Symbolic Instruction Code	BASIC
Curriculum Vitae	CV
Deoxyribonucleic Acid	DNA
Federal Bureau of Investigation	FBI
General Agreement on Tariffs and Trade	GATT
International Covenant on Civil and Political Rights	ICCPR
International Covenant on Economic, Social and Cultural Rights	ICESCR
International Committee of the Red Cross	ICRC
Internal Displaced People	IDP
Internal displaced persons	IDPs
International English Language Testing System	IELTS
Limited Liability Company	LLC
National Aeronautics and Space Administration	NASA
Sudan Law Journal and Reports	SLJR
Test of English as a Foreign Language	TOEFL
Teaching English a foreign Language	TEFL
United Nations African Mission in Darfur	UNAMID
United Nations Development Programme	UNDP
Office of the United Nations High Commissioner for Refugees	UNHCR
United Arab Emirates	UAE

Appendix (2)

Definitions of Terms

The following is a glossary (guide) of some terminology used in the study. The meanings provided are those commonly associated with words and phrases in the study context and it should be borne in mind that those same words and phrases may have a different meaning in a different context.

The Term/s	The Definition/s
Acceptance	A term used in contract law to describe an element of a contract, which occurs after an offer has been made
Addendum	A document attached at the end of another document that is customarily intended to supplement the terms of the document to which it is attached
Advocate	A court lawyer. While, Barrister is a lawyer who is a specialist court advocate and referred to as “counsel” (often being instructed by a solicitor to appear in court on behalf of a client). On the other hand, a solicitor is a lawyer who prepares cases and legal transactions on behalf of a client (often instructing a barrister to provide representation in court)
Agreement	Contract or arrangement agreed orally or in writing between different parties
Alibi	A defence to a criminal charge based on the contention that the accused was elsewhere when the crime is alleged to have been committed
Amendment	A term used when agreement is modified as when a contract is changed
Appellant	Term used to describe a party appealing against a court or tribunal decision
Attorney	American term for lawyer
Board of director	The governing board of a business entity charged by statute with responsibility for administering the business and affairs of that entity
Case	A legal dispute between specific parties
Civil action	legal action based on a civil right (as opposed to a criminal action)
consideration	A contract element, which requires the giving or receiving of something of value by one party in exchange for something of comparable value from the other party
Common law	Legal rules and principles founded on court decisions as opposed to statutes or similar written laws or regulations (common law system developed in the middle Ages and came to mean the

	whole law of England)
Collocation	they are expressions which consist of two or more words which frequently appear together
Contract	A finding by a court or tribunal that an individual is guilty of the offence charged. (That person is then said to have been convicted of the offence charged)
Conviction	Criminal court of the supreme court of England and Wales with jurisdiction over the most serious criminal cases
Crown Court	The way of life, especially the general customs and beliefs of a particular group of people at a particular time.
Culture	such as breach of contract, for instance
Damages	Monetary compensation (such as for personal injury)
Defendant	the party to legal proceedings against whom the claim is being made by the claimant
Director	Individual with management responsibilities within a company(ALL directors of a company are collectively referred to as the board of directors)
Duress	Unlawful threat or coercion used to force someone to enter into a contract
Force majeure	An event or circumstance beyond the reasonable control of the party affected which prevents, obstructs or delays the performance by that party of its obligations under the contract
Germanic language	specialized belonging or relating to the group of languages that includes German, English and Dutch
Idioms	An idiom is a fixed group of words with a special meaning which is different from the meanings of the individual words
Jargon	special words and phrases which are used by particular groups of people, especially in their work
Joint venture	An agreement between two or more persons to accomplish a specific task
Jurisdiction	The word used to define a place where a lawsuit may be properly filed
Jury	Group of individuals (usually 12) who make findings of fact in the most serious criminal cases (usually in the Crown Court in England and Wales)
Law	A system of rules and regulations governing and determining permissible conduct within society (the word “law” has different meanings. In its broad sense, it means a rule to which actions conform or should conform. In its strict sense, it means the rules of conduct imposed by a state upon its members and enforced by the courts of law)
Layman/ person	A person without professional or expert knowledge; in the

	context of law, anon-lawyer
Lease	A contract that creates an estate in land for a period of time involving the right to occupy the land
Legislation	The whole or any part of a country's written law
Litigation	Legal action/proceedings involving a dispute between parties. (The term used to describe filing and prosecuting a lawsuit).
Legal system	The legal system refers to the law of a state. This implies a body of rules which are coherent and consistent. A citizen should thus be able to ascertain his legal position with a fair measure of certainty. The major legal systems in the contemporary world nowadays are; (civil law system, common law system, Islamic law system and communist law system)
Lexical	Relating to words
Lexicon	(A list of) all the words used in a particular language or subject, or a dictionary
Linguistics	is the scientific study of language
Liquidated damages	A term used to refer to a specifically quantifiable amount of monetary compensation which a claimant is seeking from another party. (i.e. a sum which can be precisely calculated as opposed to an amount which is variable at the court's discretion)
Mistake	A misunderstanding or incorrect belief about a matter of fact or matter of law. Mistake of fact may render a contract void or voidable
Misrepresentation	An untrue statement of fact made by one party to the other in the course of negotiating party to enter into the contract
Morphology	It is a branch of linguistics which is concerned with the study of word forms. Morphology corresponds to a branch of Arabic linguistics known as: علم الصرف
Mortgage	An interest in property as a form of security for a loan or payment of a debt and terminated on payment of the loan or debt
Negligence	Used in a legal sense to refer to a failure to comply with a duty of care towards others imposed by law or by generally accepted standards.
Offer	An element of contract whereby one party, known as the offer or, presents an opportunity, known as the offer, to another party known as the offeree. If the offer is accepted a contract is made.
Plaintiff	Premium: (1) The sum payable, usually annually, by an insured person to the insurer under a contract of insurance. (2) a lump sum that is sometimes paid by a tenant at the time of the grant, assignment or renewal of the lease or ternary
Proxy	Person or party commencing a legal action. Note that the "claimant" is used in English court in place of "Plaintiff" (the term

	“Plaintiff” still being in general use however in American courts)
Prosecutor	A legal representative who officially accuses someone of committing a crime, especially in a court of law
Quash	Over-rule or annul a previous court decision
Remedy	The specific means by which a party receives restitution or satisfaction for loss caused by another. (E.g. the usual remedy for personal injury is damages)
Semantics	It is the science of meaning. Semantics corresponds to a branch of Arabic linguistics known as علم الدلالة / المعاني
Semitic	Relating to the race of people that include Arab and Jews, or their languages. (Hebrew and Arabic are Semitic languages)
Shareholder	Owner of shares in a company (i.e. who is a member of that company)
Statute	Legislation in the form of written laws and regulations (such as “Acts of Parliament” created by the UK Parliament)
Syntax	It is a branch of linguistics which is concerned with the study of word order. Syntax corresponds to a branch of Arabic linguistics known as:
Testimony	Statement or ascertain made to a court by a witness
Venue	The legal requirement imposed in litigation defining the specific court where a case must be field and tried
Warranty	A form of guarantee that is either expressed or implied by law and provides protection to the purchaser when the characteristics warranted are not present
Water loo	The battle in which the great French emperor Napoleon was defeated by the English army under command of the Duke of Wellington, on Jane the 18 th , 1815