Legal translation

Legal translation is understood as the translation of technical materials within the field of law. Correspondingly, legal language is a distinct language easy to some extent to those familiar with it, but to whom with which are unfamiliar is of certain difficulty. In other words, Legal language is characterised by a specific language and therefore a specific terminology. Thus, the would-be translator of this particular type of language must add to his or her knowledge some lexical features of English legal language.

A) Main Features of Legal English:

1. Lexical Features

1.1 Terms of Latin and French origin:

One of many noticeable features of English legal lexicon is the existence of Latinisms (Latin terms) in its terminology. Alcaraz & Brian (2002, p 5) link the presence of such terms to certain reasons; we briefly consider them. In the first place, it was inevitable for English law to escape the influence of Latin which was supported by the power of the Roman church over Europe at that time, and also to its widespread use throughout this place of earth as a language of learning and literature. In addition to the incredible power of the Roman law which was a coherent written system, and had strength of an institution over a considerable area of Europe. Here are some Latin phrases and words in common use:

- **Bona fide** (good faith or in good faith)
- **Res judicata** (an issue adjucated)
- **Bes nova** (a new thing; an undecided question of law)
- **Actus reus** (guilty act)
- **Alibi** (elsewhere; the fact or state of having been elsewhere when an offence was committed) (Garner, B. A, 2001)

Like Latinisms, the existence of legal French terms within English legal language is also apparent. After the Norman Conquest in 1066, the language of the invaders gained an undeniable position in the legal sphere of England, bringing with it a wealth of legal French terminology (Crystal & Davy 1986, p 208) . As a case of illustration, the following terms are originally French:
- Contract, proposal, schedule, terms, conditions, policy, alias, quash and so on.

1.2 Archaic diction of legal English:

Legal English lexicon is considerably made of archaic legal terms. However, this touch of Archaism is not in vain, it is done on purpose. There are reasons behind this tendency towards archaic words. Tiersma (1999) states that

"*legal language often strives toward great formality, it naturally gravitates towards archaic language*" (p. 95).

According to this quotation, archaisms give a flavor of formality to the language to which they belong. Some lawyers prefer to use antique terms instead of new ones. For example, they use 'imbibe' as an alternative of 'drink', 'inquire' rather than 'ask', 'peruse' instead of 'read', 'forthwith' as a substitution of 'right away' or 'at once' and so on. Another convenient example is the use of the verb 'witnesseth' with the preservation of an 'eth' ending for the third person singular of the present tense as an alternative of the current morpheme 'es' 'witnesses'.

1.3 Legal Adverbs:

There are adverbs which are typical of legal documents. In fact, some of them are only used in legal documents. They are used to refer clearly to a specific time and place around documents. They are actually a mixture of deictic elements: 'here' 'there' and 'where' with certain prepositions: of, after, by, under etc. (Alcaraz & Brian, 2002).

a) **HERE**
1. Herafter: in the future- from the production of this document on.
2. Hereby: resulting from this document.
3. Herein: appearing somewhere in this document.
4. Hereinafter: listed later in this document.
5. Hereof: relating to this document or part of it.
6. Hereto: following this document.
7. Heretofore: previous to the production of this document.
8. Hereunder: mentioned in the same section of this document.
9. Herewith: accompanying this document.

b) **THERE**
1. Thereafter: from the production of that document until now.
2. Thereby: resulting from that document or decision.
3. Therefore: for that reason.
4. Therein: appearing somewhere in that document.
5. Thereinafter: listed later in that document.
6. Thereinbefore: mentioned previously in that document.
7. Thereinunder: mentioned in that section of that document.
8. Thereof: relating to that document.
9. Thereto: following that document.
10. Theretofore: in the time before that document was produced.
11. Therewith: accompanying that document.

Here are some examples along with their Arabic translations:

The parties *hereto* agree as follow.

تم اتفاق الطرفين <u>بموجب هذا العقد</u> على ما يلي.

Hereinafter referred to as wife.

المشار إليه <u>فيما بعد في هذا العقد</u> باسم الزوجة.

1.4 Lexical repetition or redundancy:

In legal writing, draftsmen avoid the use of anaphoric devices or referential pronouns. Such as: the personal pronouns (he, she, it etc.) or the demonstrative ones (this, that, etc.), in addition to the verb 'to do' that may substitute a whole clause as in the following example, *He rents a car and so does his brother* (Sabra,1995) *.* Actually, legal language is highly concerned with the exactness of reference; hence its tendency toward lexical repetition, and therefore to functional redundancy. By way of illustration, consider these examples along with their Arabic translations used by Sabra himself:
The Lessee shall pay to the Lessor <u>at the office of the Lessor.</u>

يدفع المستأجر إلى المؤجر في مكتب المؤجر.

Here, if we opt for the possessive pronoun 'his' instead of the word 'Lessor' in the phrase 'at the office of the Lessor' would certainly create confusion and ambiguity. For example:
The Lessee shall pay to the Lessor at <u>his office.</u>

يدفع المستأجر إلى المؤجر في مكتبِهِ.

In this case, it would be confusing whether the intended office is the one of Lessee or that of the Lessor. Consequently, such substitutes may, in many cases, refer to a lexical item other than that intended by the writer. At least this feature of legal writing facilitates the task of the translator to know the exact meaning intended by the legal drafter. However, using anaphoric devises or referential pronouns would definitely increase ambiguity and confusion. Therefore, it will be difficult for the translator to decide precisely which word the pronoun is referring to.

When translating legal texts, it is commonly advocated to keep the same redundancy of the original text since it is a redundancy that is functional. Therefore, the translator should ensure that the version proposed is without ambiguity as its original counterpart.
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1.5 Frequent use of doublets:

Actually, there is a common use of such collocations in which synonyms or near- synonyms are combined in pair "doublets" Alcaraz & Brian (2002, p 9).
Such words can be nouns, verbs, either adjectives or even prepositions. For example:

Source language	Target language
Made and enter	حرر
By and between	بين كل من
Lying and situated	الكائن
Terms and conditions	شروط
Covenants and obligations	التعهدات والالتزامات
Null and void	لاغيا وباطلا
In good order and repair	في حالة جيدة
Represents and warrants	يتعهد ويقر
Any and all	كل

2. Syntactic features of Legal English Language:

2.1 Passivization:

It 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. Both nominalization and passivization are attributes that 'often obscure the identity of the actor; whether done intentionally or not, it can only reduce precision' (Tiersma, 1999, p75). For example, the first person is avoided in an order, so 'it is ordered . . . rather than I order'. The following are examples of the passive cited in the legal texts analyzed:
'Will be based', 'can be accepted', 'has been approved', 'the court will need to be satisfied' (A lawyer's letter to a client)

2.2 Wh- deletion

Wh- forms deletion is one of the distinguishing features of English legal discourse, although it is not as common as other features. 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 is given. This notion is illustrated by Danet's example: 'agreement . . . herein (which is) contained or implied' (1985, p280). It is not explained why wh- deletion occurs in English legal discourse; 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', 'obligations assumed', 'the times required' and 'assistance required' (Partnership Contract).

2.3 Complex sentences:

English legal language is known for its long and complex sentences. An English legal sentence is twice as long as the scientific English sentence (Danet, 1985, p281). The longer the sentences, the more complex they are, the higher the number of subordinating clauses and phrases. Here is an example of a long complex 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 with** such obligations . . . .(Partnership Contract, article 45)

The underlined verbs in the above excerpt show the approximate number of clauses included in the sentence whether (i) independent, for example 'The Contractor shall implement and maintain appropriate technical and organizational measures', (ii) dependent, for example 'that the Contractor is complying with such obligations', (iii) or infinitival, for example 'to prevent the destruction'. There is also a high frequency of nominalized forms such as: 'destruction, damage, loss . . .' and the long lexical chains: '. . . to prevent the destruction, damage, loss or alteration'. This variety of clauses results in a compound complex sentence which consists of a mixture of coordinating conjunctions such as 'and', 'as', 'so as to' and subordinating conjunctions such as the relative pronouns 'that' and 'which'. It should be noted that this sentence, though long as it appears, compared to modern English sentences of other text types, is shorter than old legal sentences.

2.4 Performative verbs:

Language used in the law performs certain acts, mainly, declaring a right, making a prohibition, or giving permission. Maley (1994, p21) argues that in the ambit of legal English '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 a speech act verb (for example certify, declare, confirm, enact) as in the frozen formula used in: 'be it enacted that by the king's most Excellent Majesty . . .' The following are some clarifying examples:

I . . . hereby <u>authorize</u> the following marriage certificate (Marriage Certificate)

We the people of the United States, in order to form a more perfect union, establish justice, . . . , provide for the common defense, . . . <u>do ordain and establish</u> this Constitution for the United States of America. (Preamble of the American Constitution)

2.5 Modal auxiliaries:

Modality is 'a key feature of the legal text and as has been recognized, the prevalent forms of modality within legal texts are imperative and axiomatic'. Deontic modals (shall, must, should and may) are the most common modals in English legal discourse due to the performative nature of legal documents.

Shall:
Triebel (2009, p154) comments: 'in legal documents shall is not used to express future time but to express obligation'. Coates, however, (1983, p189) demonstrates that the obligatory sense of shall 'is restricted to formal legal contexts'.
Shall is used 'in the imperative sense to impose a duty or obligation on the legal subject to whom it refers' (Bhatia, Candlin and Gotti, 2003, p347).

Must:
Sometimes must is used in place of shall to express the same sense of necessity. Nevertheless, Tessuto (in Bhatia, Candlin and Gotti, 2003, p198) argues that 'it is used in a directory sense to signify that it is necessary to take

some steps if a right or option is to be exercised (i.e. in procedural rather than substantive provisions)'.

According to Triebel (2009, p155), 'must denotes all required action, whether or not the subject of the clause performs the action of the verb. Hence, notice must be given within 14 days'. Foley (2002, p369) 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:

Upon your return, you shall report to the Agency your activities while abroad.

And must for conditions precedent or subsequent as in:

The report must include details of your activities while abroad.

Although must is used to denote emphasized obligation, it is also used to refer to epistemic meaning which weakens its use in a legal context and the first preference goes to shall (Foley, 2002, p365).

May: is the second most frequent modal in the legal documents. Its meaning is mainly deontic (permission).

'may expresses both epistemic possibility and deontic permission. The two meanings are related because you can only give permission to something possible' (2002, p364).

Further to the above brief discussion of shall, may and must, it seems that the use of modal auxiliaries in legal drafting is surrounded by many obstacles and interpretations. In response to this, Foley (2002, pp. 373–4) suggests the following solution: 'abandoning the modals in favour of lexical equivalents such as "is obliged to" and "is entitled to", would overcome the problems stemming from the seemingly inherent ambiguity'. An example of this given in the UDHR: 'Everyone is entitled to all the rights and freedoms set forth in this Declaration'. This solution, I believe, is not sufficient since English lexical items expressing modality are limited.

2.6 The use of negation

Negative and double negative are used in legal English. They are expressed either in 'not', 'never', in negative prefixes such as 'un' or in words like 'unless' and 'except'. Here are some quoted examples:

The tenant agrees with the landlord . . . not to do or allow, not to assign . . . without the

2.7 Binomial expressions/doublets and triplets:

Gustafson (1975, p9) defines binomial expressions as 'sequences of two words belonging to the same class, which are syntactically coordinated and semantically related'. Danet (1985, p283) considers them a type of syntactic parallelism. 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 . . . it is misleading as it has the appearance of added certainty or suggests some additional meaning which does not exist'. According to Tiersma (1999, p13), a juxtaposition of two or may be three words is known as doublets or triplets. Sometimes, they are called word pairs such as 'true and correct'; 'false and untrue' or conjoined phrases: 'by and with the consent and advice of . . .'. Danet (1985, p280) comments that these pairs are 'frozen

expressions which are irreversible; they are formal syntactic features rather than lexical ones'. Following are two examples for doublets and triplets:

I **make, publish and declare** this instrument to be my Last **Will and Testament**. By signing this document, I revoke any and all former **Wills or Codicils**, previously made by me, if such documents existed prior to the signing of this Last Will and Testament.(Last Will and Testament).

No one shall be held in **slavery or servitude**; . . . shall be subjected to **torture or to cruel**, inhuman or degrading treatment . . .; no one shall be subjected to attacks on his **honour or reputation**.

As shown from the above examples, doublets and triplets are considered synonymous or near- synonymous words that come to existence in English legal language as a result of common law 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, p59).

Doublets and triplets and other parallel structures are considered good examples of the prosodic features of legal discourse (for example alliteration, as in slavery/servitude above).

B) Legal English as a technical language:

Legal English vocabulary is a mixture of archaic terms and terms of Latin and French origin. Another noticeable feature of legal English is its technical terminology. According to Tiersma (1999):

> *If a word or a phrase is used exclusively by a particular trade or profession or if that profession uses it in a way that differs from its normal meaning and the term has a relatively well-defined sense, it should be considered a technical term* (p. 108).

This reveals that a technical term is an unshared term used exclusively by a specific trade or profession. In other words, specialists in the legal sphere are actually equipped by a distinct language peculiar to ordinary people and highly characterized by a vocabulary of technical nature. Accordingly, Alcaraz & Brian (2002, p17) present a classification of technical vocabulary: purely technical terms and semi-technical terms.

1. **Purely technical terms:** are those that are only applicable in the legal sphere but nowhere else. For example,

source language	Target language
Decree (n)	حكم/مرسوم
Mortgage (n)	رهن
Sub-letting	كراء من الباطن
Deem (v)	يعتبر أو يعد
Permises	العقار
Tenant	المكتري
Lease (n)	إيجار/كراء
Hereinafter	فيما بعد
landlord	المالك/المكري

Actually, the understanding of such kind of terms is of great importance in grasping any given legal text in which they occur.

2. Semi-technical terms: words and phrases of this group belong to everyday lexicon which has gained extra-meanings in the legal context. Therefore, terms of this type are polysemic, tougher to recognize their precise meaning without resorting to the context in which they occur. The following examples are terms of this type:

General meaning:

Source language	Target language
Assignment	مهمة، واجب
Maintenance	صيانة، محافظة على، إبقاء على
Consideration	تفكير، بحث، اعتبار، الخ
Title	اسم، عنوان، لقب

Legal meaning:

Source language	Target language
Assignment	تفويت العقد للغير
Maintenance	نفقة
Consideration	مقابل
Title	حق تملك أو سند تملك

Actually, purely technical terms are monosemic; that is, having one legal meaning and so having no difficulty for the translator. The latter can simply consult a bilingual dictionary, of course, not a standard dictionary but a specialized legal one. However, semi-technical vocabulary is a more complex type of terms; they have one meaning or more than one in everyday language and another in the field of law. So, it is recommended for translators to get accustomed to consult specialized dictionaries whenever something in the context alerts them to a usage distinct from standard or everyday usage. Being unaware of this problem, one can take for granted that terms of this type have just a general meaning.

Legal English lexicon differs to a great extent from ordinary one. No doubt that such vocabulary does not render legal language clearer, but unfortunately tougher, hard to understand without a considerable familiarity with the legal sphere.

Translation of Economic Texts

Broadly speaking, specialized translation covers the specialist subject fields falling under non-literary translation, the best of which include science and technology, economics, law, politics, medicine and mass media.(**insight into translation, p** 09).When translation studies emerged as a discipline back in the early seventieth (Holmes 1972), scholars were concerned mainly with literary translation, whereas the other areas of technical translation were regarded as part of Applied Linguistics and snubbed as an inferior form of mechanical translation (Snell- Hornby, 1996). With the emergence of LSP theory, the broader term LSP translation (Somers 1996, Schaffner 2004) became popular and is still widely used today. In particular, the advent of computer and the age of globalization have had significant impact on the development of technical, scientific, legal translation. Today LSP translation has matured into specialized translation (Thelen 2004, Dsblache 2002), thus shifting the emphasis to the transfer of specialist knowledge (Hoffman 1993; Mayer 2003) by a translator who ideally has "the knowledge, the competence, and the recognized status of an expert" (Snell-Hornby 1992: 10) (insight into translation: p 10).

Main features of economic texts:

1.Terminology:

Terminology is an important part of economic texts that should be taken into account during the process of translation; terminology is the most noticeable aspect of technical texts. It helps to convey information.

In translation of economic texts, translators may come across a set of economic terms which fall into two categories: cross-cultural terms and cultural specific terms.

a) **Cross-Cultural Terms**: are known as universal, they do not belong to a specific culture and they have a technical or a scientific nature. These terms are not restricted to a specific culture or language, and they do not impose serious translation problems to the translator because it easy to find their equivalent in the target language. It only requires from the translator to master a good culture in the source language as the target equivalents it easy to find them.

Examples:
AFM: Arab Monetary Fund.

IMF: International Monetary Fund.

b) **Cultural-Specific Terms**: these belong to one language. Thus, it not easy to find their equivalents.

" **off shore**" is the description for the purchases of the U.S.A from its alliances who suffer financial shortage in the budget. These purchases act as a helpful policy, which aims to help these countries. Since there is no equivalent term in Arabic, the translator has to adopt the procedure of paraphrasing:

مشتريات الولايات المتحدة الأمريكية من حلفائها ضمن نطاق سياسة المساعدة الدولية.

« **Pool** » : is an agreement between a group of countries, which have a mutual interests in a certain field of economy:

اتفاق بين مجموعة من الدول لها مصلحة مشتركة في ميدان معين من ميادين الاقتصاد.

" Bottleneck" is a kind of inflation that occurs when the demand for goods is increased whereas the supply is decreased: اختناق اقتصادي

« **Cartel** » : is a group of firms which act together to coordinate the decision in the markets and control prices as they were in a single monopoly:

اتحاد احتكاري.

2. The common lexical features:

a) **Synonymy:** synonyms occur in economic texts on a large scale:

"production exchange/ stock exchange: البورصة

"Firm/ partnership/ company: شركة

" Slump/ Black Friday: **تدهور مالي**

"Conditions / Conjuncture": أوضاع أو ظروف

Synonyms have different collocation restrictions which in turn give different meaning:

"compensation- indemnity- allowance" are synonyms that can be translated into Arabic as: تعويض

But if these synonyms are connected with other words in economic contexts, they will give different meaning as follows:

Insurance indemnity: تعويض تأمين

Travelling allowance : تعويض تكاليف نقل

Compensation for damage : تعويض عن ضرر

b) **Polysemy:** indicates the availability of more than one meaning for the same word.

"**Asset**" means a useful thing: **شيء نافع**

"Asset" in an economic texts can refer to a part of a capital like a building, a land ....

c) **Collocations:** are very common in economic texts. A collocations is the habitual co-occurrence of individual lexical items; it is a combination of two or more words occur together.

"Bank transfer": تحويل مصرفي

"Run a company": يدير شركة

"Flea market": سوق الأشياء المستعملة

"Domestic market ": سوق داخلية

d) **Metaphors :**economic texts may contain metaphors and metaphorical expressions:

"dribbling offers":عروض شحيحة

"A window of opportunity": فرصة سانحة

e) **Acronyms:** an acronym is a word composed of the first letters of the words in a phrase, especially when this is used a name (NATO: North Atlantic Treaty Organization): الناتو

Acronyms are very in English economic texts:

OECD: the Organization for Economic Cooperation and Development.

It is translated in Arabic:دول منظمة التعاون الاقتصادي

IC : Indifference Curve منحنى السواء

ED : Elasticity of Demand: مرونة الطلب

ES : Elasticity of Supply : مرونة العرض

GDP : Gross domestic product : اجمالي الناتج المحلي

In general, the translator can use the transliteration and provide the reader a word to word translation of the acronym in Arabic as the aforementioned examples.

An economic text can also include statistics and graphics.

It is worth noting that parallel texts can be very useful when it comes to translating economic texts and specialized texts in general because the translator can find in these parallel texts not only equivalent terms, but also whole sentences.

Monetary Policy and General Economic Policies

Monetary policy is basically a type of stabilization policy adopted by countries to deal with economic imbalances. Since monetary policy covers the monetary aspects of the general economic policy, a high level of coordination is required between monetary policy and other instruments of economic policy. Further, the effectiveness of monetary policy and its relative importance as a tool of economic stabilization varies from one economy to another due to differences among economic structures, divergence in degrees of development in money and capital markets resulting in differing degree of economic progress, and differences in prevailing economic conditions. However, we may briefly mention that the weak effectiveness which is usually attributed to monetary policy in developing countries is caused by the fact that the economic problems in these countries are mainly structural and not monetary in nature, while the limited effectiveness of monetary policy in countries which lack developed money markets occurs because monetary policy is deprived of one of its major tools, the instrument of open market operations.

Also, there are those who belittle the effectiveness of monetary policy in time of recession, comparing the use of this policy in controlling recession as "pressing on a spring". Many others see monetary policy as ineffective in controlling the inflation that results from an imbalance between the demand and supply of goods and services originating from the supply side while they confirm the effectiveness of monetary policy in controlling inflation that results from increased demand. However, this does not preclude the effectiveness of monetary policy as a flexible instrument allowing the authorities to move quickly to achieve stabilization, apart from its importance in realizing external equilibrium in open economies.

1. *Answer the following questions:*
   a) *Identify the main features (discussed earlier) in this text.*
   b) *Is this text target novice or specific reader?*
   c) *Translate the text into Arabic.*