

Translation of Legal Texts

471 TRAE

First Semester 1436/1437 [2015/2016]

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1. Introduction to the Course

Course Description

In this course, students are expected to cover a wide range of texts pertaining to the legal domain and its sub-domains. The main focus will be placed on resolving the various problems and difficulties encountered in these domains, with a special focus on terminology, lexical borrowing and coinages, abbreviations and acronyms, and Arabicization.



Course Objectives

- ▶ **Knowledge of the different types of legal texts and the features specific to each type.**
- ▶ **Translating specialized legal texts from English into Arabic and vice versa which involves:**
 - **Knowledge of the lexical, syntactic, pragmatic, stylistic, and textual features of the legal register/genre and how to deal with these features in translation.**
 - **Knowledge of specialized legal terminology and expressions and their equivalents in the TL.**
 - **Being familiar with different resources (e.g., websites and dictionaries) that assist in the translation process.**

Weekly Syllabus

- ▶ **Please see website..**
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Course Requirements

Item	% of Total Grade
Texts	-
First In-Term Exam	20%
Second In-Term Exam	20%
Quiz	10%
Project	10%
Final Exam	40%



Important Dates

Item	Date/Deadline
First In-Term Exam	Week 9 (in class)
Second In-Term Exam	Week 16 (in class)
Quiz	Week 12 (in class)
Project	Week 13
Final Exam	See Final Exams Schedule



2. History of Legal Discourse

In English

- ▶ **French and Latin were the languages of education.**
 - ▶ **Legal English began as a combination of English, French, and Latin.**
 - ▶ **French became the language of law with Latin terms and word order being used to make legal language more complicated.**
 - ▶ **A law was passed in 1731 for English to be used as the language of the law but the influence of French and Latin remained.**
 - ▶ **Legal translation gained importance in the 20th century with globalization and the establishment of international organizations (e.g., the UN).**
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In Arabic

- ▶ **Legal discourse in Arabic dates back to Babylon.**
- ▶ **With the rise of Islam, the Holy Qur'an set the laws for Muslims.**
- ▶ **The Prophet Peace be Upon Him and some of the Caliphates that followed him signed treaties with different peoples.**



3. Legal Language

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- ▶ **Legal language is a kind of specialized or technical language – LSP (language for special purposes OR Language for Legal Purposes “LLP”).**
 - ▶ **Legal texts are texts produced or used for legal purposes in legal settings.**
 - ▶ **Translators need to remember that legal language may be incomprehensible even to proficient language users because knowledge of the legal system is necessary.**
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- ▶ **Legal language only makes sense within the context of the legal system.**
 - ▶ **Legal language is a register (i.e., a variety of language) used for legal situations.**
 - ▶ **The legal register shares some features with ordinary language, but it has features that are specific to legal language as a technical language.**
 - ▶ **Legal language has a performative nature (i.e., Speech Act Theory), for example, “You are guilty”, “You are fined 1,000 SR”, testifying, contracts, wills, marriage ceremonies.**



4. Legal Texts

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- 1. Legislative texts (e.g., international treaties , laws produced by lawmaking authorities, constitutions)**
 - 2. Judicial texts (e.g., texts produced during judicial processes by judicial officers or legal authorities, cases, legal reports, court rulings or verdicts)**
 - 3. Legal scholarly texts (e.g., texts produced by academic lawyers or legal scholars)**
 - 4. Private legal texts (e.g., texts written by lawyers such as contracts, deeds, and wills; and also texts written by non-lawyers such as private agreements and witness statements – documents written for legal purposes)**

→ *See “Types of Legal Documents.pdf” on my website.*



5. Features of Legal Language

1. Lexical Features

- ▶ **Translators need to be careful because not all terms/expressions have equivalents in the TL.**
 - ▶ **The vocabulary of legal language is complex and unique. It is a universal feature of all legal languages. For example:**
 - **Archaic words (e.g., hereby, thereby, aforesaid, hereof, said)**
 - **Foreign words (e.g., lesser, lessee, bona fide, ipso facto, court, evidence, jury, property)**
 - **Formal usage (e.g., shall, may, your honor, His Royal Highness, I solemnly swear....)**
 - **Formulaic expressions**
 - **Very specific and precise wording**
 - **Special use of capitalization**
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2. *Syntactic Features*

- ▶ **Translators need to be aware of the special syntactic features of legal language because they may create comprehension barriers.**
- ▶ **Legal language is formal, impersonal, complex, and lengthy. Sentences are usually longer in legal texts compared to other types of texts. For example:**
 - **Nominalization – using a noun instead of its verb**
 - **Long and complex sentences**
 - **Subordination and coordination (e.g., and, as, so as to, that, which)**
 - **Passivization – to emphasize the formal, impersonal style of legal writing**



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- **Prepositional phrases (e.g., pursuant to, in accordance with, prior to, in respect of, subsequent to, without prejudice to)**
 - **Conditionals (e.g., if, where, whenever, provided that, assuming that, should, whereas)**
 - **Determiners (e.g., said, such, subject to)**
 - **Connectors (e.g., notwithstanding, under)**
 - **Binomial expressions/doublets and triplets – words that are synonyms or near-synonyms that commonly occur together (*See relevant tables on my website*)**



3. Pragmatic Features

- ▶ **Legal language is performative in nature.**
- ▶ **Words in legal language have different meanings and effects depending on who uses them and in which context. For Example:**
 - **Performative models that express implicit speech acts (e.g., “may” for permission, “may not” for prohibition, “shall” for obligation, and “shall not” for prohibition)**
 - **Performative verbs that express explicit speech acts (e.g., declare, announce, promise, undertake, enact, confer, amend, certify, confirm)**
 - **Ambiguity and vagueness to the extent that may cause uncertainties**



4. *Stylistic Features*

- ▶ **Legal language is characterized by an impersonal style with frequent use of declarative sentences to indicate rights and obligations.**
- ▶ **Different types of legal language have their own characteristics of legal style.**



5. *Textual Features*

- ▶ **Texts are divided into sections and subsections with headings and subheadings**
- ▶ **Some types of legal texts include a section for definitions (i.e., contextual meaning is essential in such documents)**
- ▶ **Some cohesive devices are commonly used in legal language. For example:**
 - **Lexical repetition to avoid using pronouns if their use will cause ambiguity**
 - **Conjunctions (e.g., and, or, and/or)**
 - **Reference – ordinary pronouns and demonstratives are usually avoided especially if they may cause ambiguity and are replaced by other words (e.g., hereunder, hereafter, herein, aforesaid, such, said)**



6. The Plain Language Movement

The Plain Language Movement was a movement that aimed to make legal language more accessible to the layman. It called for:

- ▶ **Replacing archaic, rarely used, and foreign words/terms/expressions with those closer to everyday use**
- ▶ **Removing unnecessary words and expressions**
- ▶ **Reducing sentence length**
- ▶ **Reducing the use of passive voice constructions**
- ▶ **Reducing the use of nominalization**
- ▶ **Ensuring the text is gender-neutral**
- ▶ **Replacing *shall* with *must*, the construction *is/are to* (e.g., There is to be a regulations....), or the present simple tense**

→ *For further information read the relevant articles on my website.*



7. Legal Translation within Translation

▶ **Types of Translation**

- **General Translation**
- **Literary Translation**
- **Specialized/Technical Translation**

▶ ***Legal Translation* →**

- **Specialized/technical translation – LSP (language for special purpose “LLP”)**



8. Legal Translation

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- ▶ **Legal translation is the rendering of legal texts from the SL to the TL. It is the translation of texts used in law and legal settings**

 - ▶ **Types of legal translation:**
 1. **Legal translation for normative purposes: Both texts have equal legal force (e.g., legal texts in bilingual jurisdictions such as Canada and Hong Kong, multilingual legal instruments of the UN, multilingual laws of the EU)**
 2. **Legal translation for informative purposes: Only the ST has legal force. (e.g., the translation of different legal documents for the purpose of informing target readers)**
 3. **Legal translation for general (judicial) purposes: Translation of documents used in court proceeding or as evidence**
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▶ **Legal translation is generally considered difficult for the following reasons:**

1. **Different legal systems have different laws**
2. **Linguistic differences between the SL and TL**
3. **Cultural differences between the cultures of the SL and TL**



9. The Legal Translator

▶ **Requirements of a legal translator**

1. **Basic knowledge of the legal systems of both SL and TL**
2. **Familiarity with relevant legal terminology in SL and TL**
3. **Competence in TL legal writing style**



10. Translating Legal Language

Shall

▶ تُستخدم للتعبير عن الإلزام وليس للتعبير عن المستقبل

▶ في النص القانوني يُترجم التركيب الفعلي الذي يبدأ بالفعل المساعد «shall» إلى اللغة العربية باستخدام صيغة المضارع

▶ من الممكن أن يحمل التركيب معنى الإلزام الصريح، وفي هذه الحالة يُترجم بما يفيد ذلك مثل: يتعين على أو على أو يلتزم أو غيرها من الصيغ العربية التي تدل على الإلزام مع مراعاة أن لا يُترجم التركيب الفعلي الذي يبدأ بالفعل المساعد «shall» الذي يدل على الإلزام الصريح إلى اللغة العربية باستخدام الفعل «يجب»

▶ وفي بعض السياقات لا يكون في معنى التركيب الفعلي الذي يبدأ بالفعل المساعد «shall» إلزاماً وفي هذه الحالة يُترجم باستخدام صيغة المضارع دون ما يدل على الإلزام

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- ▶ **Amoco shall be exempted from all custom duties.**

▶ تُعفى أموكومن كل الرسوم الجمركية.

- ▶ **The Life Insured shall pay to the Insurance Company every subsequent premium in due time.**

▶ على المؤمن عليه أن يدفع إلى شركة التأمين كل قسط تال في موعده المستحق.



May

- ▶ يدل استخدام الفعل المساعد «**may**» على الجواز وعليه تُترجم باستخدام «يجوز» كما تُترجم «**may**»
«**not**» باستخدام «لا يجوز»
 - ▶ وفي بعض حالات استخدام «**may**» يكون المعنى المقصود من السياق الإمكانية وليس الجواز وفي هذه الحالات تُترجم بما يدل على ذلك مثل: قد أو من الممكن
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- ▶ **The Landlord may enter the property without the Tenant's consent in case of emergency.**

▶ **يجوز للمالك أن يدخل العقار بدون موافقة المستأجر في حالة الطوارئ.**

- ▶ **The Contractor may not assign the contract to a third party without the prior written consent of the Employer.**

▶ **لا يجوز أن يتنازل المقاول عن العقد لطرف ثالث دون موافقة خطية مُسبقة من صاحب العمل.**



Here/There + Preposition

- ▶ Using “here + preposition” is a feature of legal language. It functions like a demonstrative and refers to the document in which it occurs (e.g., contract, agreement, treaty).
 - ▶ Hereto, hereby, hereunder, hereof, herewith, herein, hereafter, hereinabove
 - Mr. Ahmad hereinafter referred to as the First Party...
السيد/ أحمد والمشار إليه فيما بعد في هذا العقد بالطرف الأول...
 - Both parties hereby agree to the following:
يتفق الطرفان بموجب هذا العقد على ما يلي:
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▶ Using “there+ preposition” is a feature of legal language. It functions like a demonstrative and refers to the person, item, or situation just mentioned.

▶ Thereto, thereof, thereby, therewith, therefor, therein

• The bank or any branch thereof

• البنك أو أي فرع من فروع

• The Agent shall have the right to open bank accounts and withdraw and deposit therein.

• يحق للوكيل فتح الحسابات البنكية والسحب من تلك الحسابات والإيداع فيها



Anaphoric Devices

- ▶ **Anaphoric devices are pronouns and demonstratives.**

 - ▶ **Some strategies are followed to avoid using anaphoric devices because using them may cause ambiguity. Some of these strategies are:**
 1. **Repetition**
 2. **Using “which” + repeating the word**
 3. **Replacing the anaphoric device with such, said, or the same**
 4. **Using gender-free “it” instead of using a feminine or masculine pronoun**

 - ▶ **If no ambiguity occurs, anaphoric devices may be used with care.**
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1. **Repetition**

▶ The Tenant shall pay to the **Landlord** at **his office** ...

▶ يدفع المستأجر إلى المؤجر في مكتبه ...

▶ The Tenant shall pay to **the Landlord** at the office of **the Landlord** ...

▶ يدفع المستأجر إلى المؤجر في مكتب المؤجر ...



2. Using “which” + repeating the word

- ▶ **Any dispute between Aramco and the Company shall be settled by arbitration, which arbitration shall take place at the Department of Contracts in Aramco.**

▶ يتم الفصل في أي نزاع بنشأ بين أرامكو والشركة عن طريق التحكيم على أن يتم التحكيم بإدارة العقود في أرامكو.



3. Replacing the anaphoric device with such, said, or the same

▶ **Such and Said → to replace demonstratives**

- **If the Contractor incurs any further costs, then the Employer shall take such costs into consideration.**

• في حالة تحمل المقاول أي تكاليف إضافية، فعلى صاحب العمل أن يأخذ هذه التكاليف في الاعتبار.

- **The said Party hereby agrees to purchase said premises with said amount of 100,000 SR.**

• يوافق الطرف المذكور بموجب هذا العقد على شراء العقار المذكور بالمبلغ المذكور وهو 100000 ر.س.



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- ▶ **The same → to refer to a word/sentence previously mentioned in the text**
 - **The Tenant shall pay all the taxes regularly levied and assessed against the premises and keep the same in repair.**

• على المستأجر أن يدفع كل الضرائب التي تتم جبايتها وتقديرها بشكل منتظم على العقار، ويحافظ على العقار بحالة جيدة.



4. *Using gender-free “it” instead of using a feminine or masculine pronoun*

▶ **Borrower shall comply with all of its covenants to Bank set forth in and arising from the Loan Agreement.**

▶ يلتزم المقترض بكل تعهداته للبنك التي يتم توضيحها في اتفاقية القرض والتي تنشأ عنها.



The Proviso Clause

- ▶ **The proviso clause is the expression “provided that” and it is a conditional.**
- ▶ **It is translated into Arabic using an expression that provides the same meaning of condition, such as:**
 - بشرط أن
 - شريطة أن
 - على أن
- **The Landlord shall have the right, subject to the Tenant’s consent, to enter the dwelling to inspect the premises provided that the Landlord may enter the dwelling without the Tenant’s consent in case of emergency.**
- **يحق للمالك بشرط موافقة المستأجر الدخول إلى المسكن لمعاينة العقار شريطة أنه يجوز للمالك الدخول للمسكن دون موافقة المستأجر في حالة الطوارئ.**



11. Practice

Translate the following:

- ▶ **Arbitration shall be held in Paris.**
 - ▶ **The Renter shall be liable for any damage caused to the Owner by reason of any breach by the Renter of any stipulation herein contained.**
 - ▶ **The Employer shall indemnify the Contractor against all claims, damages, costs, charges, and expenses resulting from any act or neglect on behalf of the Employer.**
 - ▶ **So long as the Loan Agreement is in effect, the representations and warranties contained herein shall be true and correct and shall be deemed restated at the time each payment of principal and/or interest is required under the Loan Agreement.**
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- ▶ **The Minister of Petroleum may enter into concession agreements with foreign companies for petroleum exploration.**
 - ▶ **The UN may hold fund, gold or currency of any kind.**
 - ▶ **All persons born or naturalized in the USA and subject to jurisdiction thereof are citizens of the USA.**
 - ▶ **The Labor Contract shall be made and written in clear language leaving no doubts or controversy regarding the rights and duties therein.**
 - ▶ **The Agent shall have the power to sign any certificate of ownership, registration card, or any application thereof.**



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- ▶ **No alterations in the terms and conditions of the contract or of the work to be performed thereunder shall release the Second Party from any liabilities hereunder.**
 - ▶ **Both parties hereby agree to the following:**
 - ▶ **If the Contractor suffers delay and/or incurs costs, then the Engineer shall take such delay into account.**
 - ▶ **The First Party hereby grants, sells, and transfers unto the Second Party...**
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12. Useful Websites

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- ▶ <http://unterm.un.org/>
 - ▶ <http://documents.un.org/>
 - ▶ <http://untreaty.un.org>
 - ▶ <http://www.translatorscafe.com/cafe/>
 - ▶ <http://thelawdictionary.org/>



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