



Translating Subject Matters of Legal Contracts

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Abstract

This study is an attempt to shed light on how to translate subject matters of legal contracts or agreements taking into consideration all characteristics of legal discourse. A legal contract, or say an agreement, consists of micro components starting up with a subject matter on which translators rely so much to translate effectively. Translating a subject matter of a certain contract needs reasonable efforts, then a reliable output of translation would be accomplished. Exactly (50) subject matters extracted from contracts randomly selected are the sample of this study. As the current study has shown, contracts differ in their content of subject matters depending on their major of business. As a legal translator, s/he shall pay much attention to how to get a subject matter accurately translated where the content of its contract tells a translator much instructions and guidance on how to think of its subject matter legally. The said contract's discourse is deemed a hint to a translator for commencing translating subject matters. Also, the study has come up with some results stating that mistaken translation of a subject matter would lead to distortion of the content of a contract, which in return could cause a legal dispute between a translator and a customer, where consequences would be catastrophic.

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INTRODUCTION

First of all, It is well known that English as a language has become an International means of communication among cultures and languages on a global basis. It is the language of study, commerce, international diplomacy, agreements, etc. (Crystal, 1997). Legal language, or sometimes called a special language is normally adopted and used by those who had received a technical education, so they can could make communications with those working in the same organization (Sager, 1990). legal translators shall play a technical role where

there is a task to translate a text from one language into another. S/he shall take into consideration, as Sarcevic (2000) pointed, "the basic unit of translation is the text, not the word". Translating legal texts including commercial contracts and agreement or court documents requires a set of characteristics of legal discourse, without which undoubtedly translation would be a bit distorted. It is not an attempt to translate a literary text, instead it is a product of legal obligations, whether duties of rights, imposed on parties. Any mistake in this regard would cause a huge burden. Therefore, translators are called for to think



twice before attempting translation a legal text due to the high cost of misleading product of a translated text. Some think that legal translation requires the same amount of efforts as the ones paid when translating a literary, scientific, medical or media text. It is significant to shed light on the fact that complexity, rigidity and stiffness of legal language, which in turn affects the quality of legal translation, in this study case Arabic – English, and vice versa, comes from a set of legal characteristics of legal discourse, e.g. the use of Latinism, Frenchism, functional redundancy, archaic adverbs, lengthy sentences, the use of passive voice, capitalization, culture-bound terms, specific terminology, etc.

Throughout history, legalism, legality or call it legal language witnessed attempts to simplify it, not just for simplicity, but also to be comprehensible by those who are concerned with legal language and laypeople alike. Yes, change occurred to some extent for the reasons above stated, however, still much remained unchanged as to the content of the legal language of a certain text, whether related to a court or commercial contract. Since legality of a certain text refers to the relationship between parties involved in a certain transaction, there is a hint to obligations; rights and duties, where there is a bunch of embodied phrases between lines of a legal text. This would drive a text towards complexity along with other characteristics disclosed above.

LITERATURE REVIEW

It is of high importance to reflect here a fact that English used, for some crucial reasons, for special purposes (ESP), part of which is the use of legal English. It has brought about successful communications among communities and cultures (Hutchinson and Waters, 1987). Legal language often has a flavor of formality (Tiersma, 1999), which

means that a legal text is a matter of bunches of archaic adverbs and structures. It is touchable that legal language is made stiff and rigid through the adoption of antique lexical and syntactical structures. For example, a legal translator, who is equipped with the main traits of legal discourse, knows well any text under translation process is embedded with archaic terms such as *forthwith*, instead of at once, or instead of using ask, there is an archaic tem *inquire*. In addition, the use of archaic structures and lexicons imports the sense of “legal feel” (Butt, 2006).

Moreover, Crystal (1970) disclosed that legal language is full of abundant use of length texts, sometimes a one-sentence paragraph, is made inaccessible by laypeople.

Also, the use of *shall* and *will* in legal texts must be considered an obligation, not a reference to futurity.

As Sabra (1995) pinpointed a legal translator has a legal responsibility to transfer a meaning of a legal text or a subject matter into Arabic through the use of the simple present tense. The use of shall in plain language refers to future tense, but in legal text, it makes a reference to duties and rights. In other words, within the scope of legal language, as Swan (2005) stated, shall is used for obligation. Tiersma (1999) made it clear that the use of conservativeness in a legal text is on purpose. It is to get rid of plain language used by all including laypeople. It is not to keep those who are not within the scope of legal domain far away from a formal content of legal texts. However, it is for protection of rights and duties of parties.

DISCUSSION

It is significant to mention here that a qualified legal translator has not only a task of translating a legal text from one language into another, he is responsible to transfer a legal system of one language into another



along with the culture of the target legal language. In table (1) below, there are ten contracts/agreements' subject matters translated legally from English into Arabic:

Source Text/English	Target Text/Arabic
1. Diesel Fuel Purchase and Transport Agreement	1. اتفاقية شراء ونقل وقود الديزل
2. Master Purchase Agreement for Goods and Services	2. اتفاقية الشراء الرئيسية للبضائع والخدمات
3. Call-Off Contract No. (999) for Provision of Diesel Fuel Transportation Services	3. عقد الدعوة لبدء العمل رقم (999) لخدمات توريد نقل وقود الديزل
4. Engineering, Procurement and Construction Contract	4. عقد الهندسة، والمشتريات والانشاءات
5. - Provision of Maintenance and Repair of Defective Motors	5. توريد الصيانة والتصليح للمحركات المعيبة
6. Good and Commodities Provision Sub-contract	6. العقد الثانوي لتوريد البضائع والمعدات
7. Amendment to Contract No. 22 for Gas Turbines Purchase	7. تعديل العقد رقم (22) لشراء التوربينات الغازية
8. Supply and Installation of Office Decoration Agreement	8. اتفاقية توريد وتركيب الزخرفة المكتبية
9. Expatriate and Local Manpower Recruitment Agreement	9. اتفاقية تشغيل القوى العاملة المعترية والمحلية
10. Security Services and Gate Access Control Contract	10. عقد الخدمات الأمنية والتحكم بدخول البوابة

Contracts and Agreements' subject matters translated into Arabic have shown a mechanism of how a legal text shall be approached and translated, otherwise a legal translated product would be nothing but null and void.

RESULTS AND RECOMMENDATIONS

Results of this study have disclosed that any attempt to translate a legal text into Arabic requires that a legal translator has to be equipped with the main traits of legal discourse, without which a target text would be distorted and misleading. It is a crucial requirement that a legal translator shall be an insider in both languages, or say cultures. If a translator is not bi-lingual, or say bi-cultural, s/he will face a huge burden, which in the end would lead to a form of translation out of legal norms and prestige. Novice and freelance translator shall be well prepared before clicking the keyboard for a translation draft. It is recommended that legal translators get acquainted with all characteristics of legal discourse including terminology, syntactic and lexical issues. If a legal translator commences a task of translation from English/Arabic, there must be a bunch of qualifications such as being bi-cultural, being insider in both languages, and has a wide knowledge of the legal systems of both languages under this study. Besides, it is one of the success strides is to consult those working in the field of legal translation. Some texts, or a segment of a legal text, contain misleading structures or lexicons, where there shall be a consultation to be taken from those who are experts in the formal legal translation.

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