



Challenges that Novice Translators Encounter in Translating Contracts and Agreements in Jordan

**التحديات التي يواجهها المترجمون حديثو العهد
في ترجمة العقود والاتفاقيات في الأردن**

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**M.A. Thesis Submitted in Partial Fulfillment of the
Requirements for the Degree of Master of Arts in English
Language and Literature**

**Middle East University (MEU)
Faculty of Arts and Sciences**

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Second Semester, May 2010/2011**

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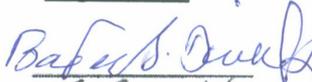
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Acknowledgment

First of all, praise is due to Almighty ALLAH for giving me strength and ability to complete this study.

There is a number of people without whom this thesis might not have been written, and to whom I am greatly indebted.

With a deep sense of gratitude, I wish to express my sincere thanks to my supervisor Professor Bader S. Dweik who shepherded me through the bulk of the work. His kindly but rigorous oversight of this thesis constantly gave me the motivation to perform to my maximum ability. His detailed and constructive comments were vital to the development of this thesis. His office door was open whenever I needed help and guidance, even during weekends and off-hours. I owe him lots of gratitude for having me shown the correct way of research.

Sincere thanks are offered to my examination committee members, Dr. Sabbar Sultan and Dr. Suleiman Al-Abbas for their interest in this study, valuable comments, suggestions and encouragement throughout the thesis work.

My deepest special appreciation is extended to members of the panel of experts, Dr. Suleiman Al-Abbas, Mr. Abdul Muti Abu Sammour, Dr. Ahmed

T. Ali and Dr. Adel Azzam Saqf Al Hait for their valuable guidance, incredible support, advice and particularly their constructive comments in the present study.

Thanks are extended to the novice translators who participated in the endeavor from the Leadership Bureau for Authorized Translation and Talal Abu Ghazaleh Organization.

Loving thanks are extended to my dear brother, Abdullatif Al Najjar, for his kind and generous support and help. Thanks are aslo extended to my friends, Mohammad Zeidan, Hussam Habash, Hussam Dabash and Ali Melhem, who played such important role along the journey, as we mutually engaged in making sense of the various challenges we faced and in providing encouragement to each other at those times when it seemed impossible to continue.

Dedication

This thesis is dedicated to my parents, Mohammad and Shifaa, for thier love, endless support and encouragment to introduce me to the joy of reading from my birth, enabling such a study to take place today. I would like aslo to dedicate my thesis to my father and mother-in-law for their never-ending moral support.

I would like to dedicate my thesis to my beloved wife and son who have always stood by me and dealt with all of my absence from many family occasions with a smile. Without their loving support and understanding I would never have completed my present work. Finally, this thesis is dedicated to all those who believe in the richness of learning.

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Challenges that Novice Translators Encounter in Translating Contracts and Agreements in Jordan

Prepared by

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Abstract

This study explored challenges that novice translators encountered in translating contracts and agreements in Jordan. Particularly, this study aimed at answering the following two questions: what are some of challenges that novice translators encounter when translating contracts and agreements? and what are the reasons behind these challenges?

To achieve the goals of this study, the researcher selected two samples; a convenience sample for the test and the other for interviews. The convenience sample consisted of twenty (20) novice translators (male and female). This sample was selected from students who graduated and were looking for a job with a translation agency chosen to take part in the study. The other sample consisted of two professors in translation and linguistics and three novice translators. The researcher prepared a translation test that consisted of two

texts: a contract and an agreement. The two tests were selected from a legal translation book authored by Dr. Adel Saqf Al Hait and the participants were asked to translate these two texts. The researcher also conducted semi-structured interviews (see p.34) with novice translators and experts in the field of translation to compile more information.

Results of the study revealed that novice translators faced different kinds of challenges when translating contracts and agreements. These challenges can be categorized into four broad types, namely: (i) semantic-related challenges (including mistranslations, comprehension-related errors, referential errors); (ii) style-related challenges (including misuse of capitalization, punctuation, formal and informal and usage of special modal verbs like “*shall*”); (iii) grammar-related challenges (including tenses and verb-subject agreement); (iv) research-related challenges such as googling (i.e. using Google Translation software haphazardly). The study also revealed that lack of courses on legal translation, poor researching skills, lack of knowledge of the proper use of translation techniques and lack of specialized legal dictionaries might stand behind these challenges.

The study recommended the following:

- Novice translator should be trained in translating various legal texts translated by professional translators with a view to enhancing their

performance.

- Competent instructors and specialists should be selected to teach legal translation since they are knowledgeable in how to treat such challenges.

التحديات التي يواجهها المترجمون حديثو العهد في ترجمة العقود والاتفاقيات في الأردن

إعداد الطالب

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ملخص الدراسة

هدفت هذه الدراسة إلى معرفة التحديات التي يواجهها المترجمون حديثو العهد في ترجمة العقود والاتفاقيات في الأردن. وأجابت هذه الدراسة تحديداً عن الأسئلة الآتية: ما هي التحديات التي يواجهها المترجمون حديثو العهد عندما يترجمون العقود والاتفاقيات في الأردن؟

ما الأسباب التي تؤدي إلى مثل هذه التحديات؟

وبغية تحقيق الهدف من هذه الدراسة، اختار الباحث عينتين.

الأولى: عيّنة متاحة لأغراض الاختبار تضمّ عشرين (20) مُترجماً من المترجمين حديثي العهد (ذكوراً وإناثاً) تمّ اختيارهم للمشاركة في الدراسة. وقد تم اختيار هذه العيّنة من طلاب تخرجوا من الجامعات (تخصص لغة إنجليزية أدب/ترجمة) كانوا يبحثون عن وظائف في مكاتب للترجمة. الثانية: ضمّت العيّنة الثانية أستاذين (2) مختصين في مجال الترجمة والأدب واللغويات، وثلاثة مترجمين (3) حديثي العهد بالترجمة.

وقام الباحث بإعداد اختبار ترجمة وذلك بالرجوع إلى كتاب مختص بالترجمة القانونية تأليف د.

عادل سقف الحيط. ويتألف الاختبار من وثيقتين، الأولى: عقد، والثانية: اتفاقية. وطلب من المشاركين ترجمة هاتين الوثيقتين. وأجرى الباحث مقابلات وطرح أسئلة مفتوحة مع مترجمين حديثي العهد، كما أجرى الباحث مقابلات من نفس النوع مع أستاذين جامعيين خبيرين في مجال الترجمة واللغويات لجمع مزيد من المعلومات.

وأظهرت نتائج الدراسة أن المترجمين الأردنيين حديثي العهد يواجهون أنواعا مختلفة من التحديات عند ترجمة العقود والاتفاقيات.

ويمكن تصنيف هذه التحديات إلى أربعة أنواع عامة وهي:

التحديات ذات الصلة بالمعنى (المعاني الدلالية) وخاصة الترجمات الخاطئة، والأخطاء ذات الصلة بالفهم، وأخطاء تحريف المعنى الصحيح.

التحديات الأسلوبية، وخاصة سوء استخدام الأحرف الكبيرة وعلامات الترقيم وعدم التفريق بين اللغة الرسمية وغير الرسمية، واستخدام أفعال شكلية مساعدة خاصة مثل "Shall".

التحديات النحويّة، وخاصة الاستخدام الخاطئ لأزمنة الأفعال والاتفاق ما بين الفاعل والفعل.

التحديات المتعلقة بأدوات البحث عامة وبرمجية جوجل للترجمة خاصة (أي استخدام برمجية جوجل للترجمة بشكل عشوائي دون مراجعتها).

وقد كشفت الدراسة أن عدم وجود دورات خاصة بالترجمة القانونية، وضعف مهارات البحث، وعدم معرفة الاستخدام الصحيح لتقنيات الترجمة، وعدم وجود قواميس قانونية متخصصة، قد تقف وراء هذه التحديات التي تواجهها هذه الفئة من المترجمين.

وقد أوصت الدراسة ما يلي:

- ينبغي أن يتدرّب المترجمون حديثو العهد على مختلف أنواع النصوص القانونية التي قام مترجمون محترفون بترجمتها بغية تعزيز أدائهم.
- ينبغي أن يقوم مدرسون ومختصون أكفاء بتدريس الترجمة القانونية نظرا لإلمامهم بطرق معالجة مثل هذه التحديات.

Chapter One: Introduction

1.1 Background of the study

It goes without saying that translation is a pillar of modern economies and industries. The significance and relevance of translation in our daily life is multidimensional and extensive. It is through translation that we know about all developments in communication and technology and keep up-to-date with the latest discoveries in the various fields of knowledge. As a matter of fact, translation has always been the major means for exchanging information and knowledge between nations.

Translation is defined as a process performed in which a text in one language is substituted for a text in another. Furthermore, translation can be defined as conveying the message of the source language (SL) text into the target language (TL) text in an accurate manner.

There are many kinds of translation texts including, but not limited to, legal, economic, social, financial and scientific texts. A legal text is a text that contains specialized terms produced in a specific way by a specialized person. Constitutions, contracts, agreements, deeds, orders/judgments/decrees, pleadings or wills are examples of legal texts that tend to have their own stereotypical format and are generally written in legal language. Such kind of

texts would barely contain literary contents such as figures of speech, alliteration, metonymy pun, and the like. Contracts and agreements are documents and instruments constructed in a special way. These documents aim at establishing rights and obligations along with other specific items between two or more parties within the constraints of applicable regulations and laws. Agreements and contracts are legal documents designed to set certain terms and conditions between two or more parties. Discussion about agreements and contracts can sometimes read like the "chicken and the egg" question. It is true that you cannot have a contract without an agreement. But it does not necessarily follow that an agreement will necessarily be the same as a contract. A contract is an agreement between two or more parties that must be enforceable by law whereas a mere agreement is an arrangement between the parties which may or may not contain the necessary elements to be enforceable before a court of law.

Ordinary language differs from specialized language in many aspects. Each language has its own style which should be considered by translators. When translating a legal text, for example, from Arabic into English, a translator should pay attention to the English style. Failure to follow the proper style will lead to producing an unacceptable translation. In fact, the translator is dealing with two contexts, that of the source language and that of the target language.

What is appropriate in the one is not necessarily appropriate in the other.

Generally, there are many challenges and problems encountered by a novice translator; a translator who holds a B.A. in translation/literature and has a very limited experience in translating legal texts, when translating general texts from Arabic into English and vice versa. As per the researcher, these challenges can be categorized into four broad types, namely: (i) semantic-related challenges (including mistranslations, comprehension-related errors, referential errors); (ii) style-related challenges (including misuse of capitalization, punctuation, formal and informal and usage of special modal verbs like “*shall*”); (iii) grammar-related challenges’ (including tenses and verb-subject agreement); (iv) research-related challenges such as googling (i.e. using Google Translation software haphazardly).

Furthermore, making mistakes or mistranslating legal texts will lead to serious implications, particularly in the context of contracts or agreements. Non-specialist translators are not equipped with tools that help them produce a reliable translation. They should have some technical expertise and training in the field they intend to work in. Ideally, a legal text should therefore be translated by a specialist in the specific field in question with him/her being familiar with the terminology of that text. Although this is not always possible in practice, it is highly desirable that a text dealing with contracts or

agreements be translated by a knowledgeable lawyer, because chances are these contracts or agreements contain specialized terms. In order for a translator to convey the exact idea to the lawyer or specialist, he/she must be familiar with specialized concepts and terms used in legal texts. As to the responsibility of a legal translator, the difference between a legal translator and general translator is that the implications of mistranslation are less serious than those for a legal translator since one mistake could cause financial damage or loss. Legally speaking, rendering an accurate translation constitutes a big challenge for novice translators.

1.2 Statement of the problem

The researcher, in his capacity as a legal translator and based on his experience in the field of about six years, has observed that although they have somewhat a good level of linguistic skills and knowledge in various fields, novice translators might encounter some challenges in translating contracts and agreements. These challenges can be categorized into four broad types, namely: (i) semantic-related challenges (including mistranslations, comprehension-related errors, referential errors); (ii) style-related challenges (including misuse of capitalization, punctuation, formal and informal and usage of special modal verbs like “*shall*”); (iii) grammar-related challenges’

(including tenses and verb-subject agreement); (iv) research-related challenges such as googling (i.e. using Google Translation software haphazardly).

1.3 Objectives of the study

The study aims at exploring the challenges that face novice translators in translating contracts and agreements in Jordan and finding out the reasons behind such challenges.

1.4 Questions of the study

The questions of this study are (1) what are some of challenges that novice translators encounter when translating contracts and agreements? (2) what are the reasons behind these challenges?

1.5 Significance of the study

The importance of this study stems from the fact that it deals with a topic of great importance today; i.e. legal terms in contracts and agreements. To the best knowledge of the researcher, there are very few studies (Abu Ghazal 1996, Fakhouri 2008, and Elayyan 2009) which have dealt with the translational challenges pertinent to contracts and agreements. This study may fill a gap in the field. Furthermore, this study may benefit legal translators, teachers, legal writers, critics and other persons interested in this field.

1.6 Limitations of the study

Results of the study cannot be generalized to translating all types of legal texts. It focused on contracts and agreements. Results of the study are limited to the instruments (test and interviews) constructed by the researcher. Instruments of the study are applied only to novice translators (a test and interviews) and legal translation experts (interviews). This study is expected to be conducted during the second semester of the academic year 2010/2011 in Amman.

1.7 Definitions of terms

The following terms are used throughout the study, and the definitions given here are used to clarify those terms:

Novice Translators: can be defined as translators who hold a B.A. in translation/literature and have a very limited experience in translating legal texts.

Translation: can be defined as rendering a text written in one language into another text formulated in another language with the former text having the same effect on readers of the latter.

Legal translation: can be defined as a part of technical translation which

deals with legal texts such as contracts, agreements, powers of attorney, constitutions, articles and memoranda of association, laws and regulations.

Contracts and agreements: can be defined as documents and instruments constructed in a special way. These documents aim at establishing rights and obligations along with other specific items between two or more parties within the constraints of applicable regulations and laws.

Translational challenges: can be defined as problems and difficulties faced by novice translators which may hinder the process of translation or lead to an unacceptable translation.

Specialized terms: can be defined as expressions used and adopted in different specializations. These expressions have specific meanings which differ from the ordinary usage of the same expressions.

Google: can be defined as a verb that refers to the practice of using the service of Google Translate.

Style-related challenges: can be defined as challenges that include misuse of capitalization, punctuation, formal and informal and usage of special modal verbs like “*shall*”.

Grammar-related challenges: can be defined as challenges that include errors related to tenses and verb-subject and other grammatical issues.

Semantic-related challenges: can be defined as challenges that include referential errors (i.e. dictionary meaning) and comprehension-related errors. These are challenges of understanding of the meaning(s) of certain expressions or phrases as intended in actual verbal communication, i.e. in their relevant (pragmatic) context of use.

Googling challenges: can be defined as challenges resulted from using the service of Google Translate haphazardly (i.e. copy and paste without even editing or revising the text).

Chapter Two: Review of related literature

2.1 Introduction

In this chapter, theoretical and empirical literatures are discussed. Theoretical literature deals with (i) methods and strategies used in legal translation, (ii) translational problems and challenges in legal language and (iii) characteristics and features of legal discourse. On the other hand, empirical literature deals with international and regional Arab studies that deal with challenges in translating legal texts.

2.2 Review of theoretical literature

2.2.1 Methods and strategies used in legal translation

Newmark (1981) is a renowned theorist of general translation who contributed to the topic of legal translation. Newmark distinguished between translating legal documents to lay out some information, and those which are relevant in the target language (TL) community. Foreign laws for example are translated for information-specific purposes only, and for such types of texts Newmark suggested the literal or semantic approach to translation. On the other hand, he maintained that the formal register of the target language must be observed when tackling documents that are to be valid at the same time in the target

language community, such as international agreements. In Newmark's view, such translations require the communicative approach that is target language-oriented.

Mellinkof (1982) presented the basic rules "drafting" in plain English. Mellinkof illustrated his ideas by way of making a contrast between samples of poor drafting in briefs, contracts and judicial opinions with versions of the same material rewritten in ordinary English. He described ready legal forms as being a "quick, cheap substitute for knowledge and independent thinking" (p.101). He also laid the definition of four elements of legalese: formalisms, such as now come; archaic words, such as thereof; redundancies, such as each and every; and Latin words, such as per annum, inter alia.

According to Vermeer (1996), literal translation is not necessarily the strategy for legal texts. In a context that is not legally significant in the translated version, a free translation approach could be adopted if the aim is introducing to the addressee of the target text the function of the original in the source-language culture. However, the researcher prefers to stick to literal translation with some cosmetic changes in most of legal texts.

House (1997) differentiated between two basic types of translation strategies: "overt translation" where the target text receivers are not the same as the source text receivers; and "covert translation" in which the target text

receivers are the same as the source text receivers. It is meant by the covert translation the production of a text which is functionally equivalent to the source text. According to House, the latter group includes texts that are not addressed to specific audience, such as commercial texts, scientific texts, journalistic articles etc.

Sarcevic (2000) indicated that "the basic unit of legal translation is the text, not the word" (p.5). Terminological equivalence surely bears considerable importance, but 'legal equivalence' used to describe a relationship at the level of the text may have an even greater importance (p.48). Furthermore, she suggested that the traditional principle of fidelity has recently been challenged by the introduction of new bilingual drafting methods, which have succeeded in revolutionizing legal translation. Contrary to freer forms of translation, legal translators are still guided by the principle of fidelity. However, their first consideration is no longer fidelity to the source text but to guarantee the effectiveness of multilingual communication in the legal field (p.16). 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 (p.70-71). She pointed out that

while lawyers cannot expect translators to produce parallel texts which are equal in meaning, they do expect them to produce parallel texts which are equal in legal effect. Thus the translator's main task

is to produce a text that will lead to the same legal effects in practice (p.71).

Dickins et al (2003) presented various translation issues in a progressive manner, supported by practical data in order to develop some essential principles for solving the translational problems in the field. Some theoretical implications were discussed, especially if they were related to developing proficiency in method. However, the book tackled a wide range of texts it did not concentrate on legal texts in the form of pedagogic practice within a framework of more general linguistic issues. The particularity of legal texts was ignored and it was treated in the same manner of other ISP texts.

2.2.2 Translational problems and challenges in legal language

Enani (2003) dealt with major problems in both lexical and the structural areas helping the learner to acquire a better understanding of these problems. He stated that the conceptual framework differs from one language to another which is reflected in the style mirroring the mode of thought of the people using each language. He observed that

as a result of the universalization of the language of science, modern standard Arabic has developed an abstract style similar to that of most living European languages. Some people call it 'translation style', but it is in fact the outcome of an interaction between our indiginous mode of thought and the universal language of science (p.28).

Abu Al Haijaa (2007) elaborated on two main translational challenges that translators encounter. The first challenge is the lexis-related challenge (i.e. referential aspect) while the second one is the structure-related challenge (i.e. style aspect). He explained that a word only gains its meaning within a specific context without which it remains an isolated meaningless word. For constructing sentences and paragraphs, he also states that Arabic and English have different structures and styles. He stated that

while complex and long sentences are often used in English, small separate units are often used in Arabic. A translator should pay attention to the nuances between seemingly different words or phrases like “term” and “period” (p.37).

Qing-guang (2009) argued that mistranslation may occur frequently in college students’ translation since they tend to be affected by the conceptual meaning of the original text. In translation, he reported that a translator must be armed with linguistic knowledge as well as cognitive knowledge. He also reported that

by applying frame theory to translation teaching, teachers can guide students to construe the original meaning on the lexical, syntactic and textual level, so that they may effectively avoid semantic errors in translation (p.8).

He concluded that teachers should guide students to enlarge their

knowledge scope and enrich their encyclopedic knowledge due to students' inadequate background knowledge.

2.2.3 Characteristics and features of legal discourse

Crystal and Davy (1969) have studied different varieties of English language and their uses, and they devoted one chapter to the language of legal documents, supported with examples taken from an insurance policy and a purchase agreement. They wrote

of all the uses of language, it [legal language] is perhaps the least communicative, in that it is designed not so much to enlighten language-users at large as to allow one expert to register information for scrutiny by another (p.112).

A legal text for them exhibits a high degree of linguistic conservation, included in written instruction such as court judgments, police reports, constitutions, charters, treaties, protocols and regulation. They describe legal texts as formulaic, predictable and almost mathematic.

Gustafsson (1975) studied certain syntactic features that might be partly responsible for the complexity of legal English. She concluded that the length of sentences and the occurrence of clauses are not the only factors that contributed to the specialty of legal English. She classified binomials according to the semantic relationship of their elements as: (a) synonymous (last will and testament), (b) antonymous ([be present] in person or by proxy)

or (c) complementary (shoot and kill).

Crystal & Davy (1986) proclaimed that legal language is a special language which requires a special care when dealt with since most of our common everyday activities are carried out within a legal context. They also proclaimed that

legal documents were usually made as a solid block of script whose long lines are from margin to margin and there were no patterns of spacing or indentation to indicate the limits of the paragraphs or the relation between them. It was common for draftsmen to compose an entire document in the form of one single sentence (p.197).

Emery (1989) elaborated on the features of Arabic legal documentary texts and compared them with their English counterparts. Emery recommended that novice translators should be able to appreciate the structural and stylistic differences between English and Arabic discourses, so that he could produce acceptable translations of legal documents. Although quite limited in scope, Emery's article is considered one of the very few works that investigated general features of Arabic legal language, an area of research that has for long time been disregarded by Arab researchers in the field of translation.

Al-Bitar (1995) clarified the manner in which legal language differs from other common English texts. In her thesis, she discerned twelve bilateral legal agreements and contracts written during the years 1962-1993. She investigated

two main areas of nominal group in addition to other grammatical units: complexity of the noun phrase and type of modification. Her main conclusions are that the differences lay in the heavy use of complex noun phrases and the high frequency of wh-relative clauses and prepositional relative clauses as post-nominal modifiers of the finite in legal texts.

Hickey (1998) discussed the equivalence of effect that should be present in the translated legal text, i.e. it should bear the same effects on both the source text readers and the target text readers. She claimed that

the translator must ask herself how the original text reader would have been affected and ensure an analogical target text reader will be affected similarly by his reading of the text but not by any other means (p.224-225).

Nevertheless, Hickey ignored the fact that a target text might be directed towards different readers in different contexts, where it is almost impossible to determine the similarity of effects by the translator.

Gaber (2005) argued that a translator should consider many factors before he/she embarks on the process of translation, including the source text format, subject, style and text type. Then he/she should transfer the meaning of source language in suitable target language structure and words. Finally he/she should revise the first draft carefully to make sure that it is a good translation. He states that

style shows the field to which a text belongs. The style of a scientific text, for example, is different from the style of a story, and the style of an e-mail message is different from the style of a medical report, etc. (p.17).

Butt and Castle (2006) studied the roots of traditional legal language and its peculiar characteristics that make legal documents difficult to handle by its users. They proposed a step-by-step guide to drafting in the modern style, using examples from four types of legal documents: leases, company constitutions, wills and conveyances. They also emphasized the importance of drafting in plain language and highlighted the positive impacts of its use. They surveyed the reasons for the current vulnerable condition of legal drafting, and provided some easy-to-follow advice on drafting in plain language. This book is considered an important recent contribution to the Plain English Movement. Its main proposition is that resorting to simpler form of language is "safe" and beneficial, and that sticking to the old rigid forms of English is unnecessary if not counterproductive.

Bouharaoui (2008) argued that English Legal texts, particularly, contracts have certain layout features employed when they are drafted, among which are paragraph division, indentation, punctuation, capitalization, bold-typing, and italization... etc. He stated that each of these norms has a function within legal texts. In this respect, he clarifies

the layout of Arabic legal contracts, on the other hand, differs to some extent from that of the English contracts; even within the Arab world each country has special layout norms to be respected. This asymmetry at the level of layout between English and Arabic legal texts creates a dilemma for the translator: to keep the original layout features or to adopt those of the target language legal texts (p.4).

Pinto (2010) pointed out that the subtleties of each system make the translator's task laborious. Although there are similar meanings in each system, none are identical. The clearest example is that of homicídio privilegiado (privileged homicide.) Albeit this crime exists in both the Brazilian and the English systems, the elements in each are largely different, making it difficult to employ a uniform vocabulary. She argued

each legal system has its own vocabulary. It is the translator's job to search for terms that often do not fully correspond to the meaning of the word in the source language, or which may not even exist in the target language. Nevertheless, using the appropriate word does not only depend on a good dictionary. It also depends on the translator's technical knowledge (p.1).

Saqf Al-Hait (2010) argued that contracts have substantial and formal elements that should be taken into consideration when preparing contracts. These elements are title of contract, contract parties, legal capacity of contracting parties, preamble, mutual obligations, payment and method of payment, duration of contract, general provisions, law and the court of jurisdiction over contractual disputes, date of signing the contract, number of

contract's articles and copies, and signature. He proclaimed that

in the Jordanian Civil Law, contracts constitute one of the main sources of personal rights (sources of obligation). Article (87) of the Jordanian Civil Law No. (43) of 1976 had defined the contract as follows: "a legally binding relation in which one party makes an offer that the other accepts, and the agreement of both on that, in any way that will have its effect on what has been contracted upon" (p. 43).

Also, he stated that words are the basic unit of constructing a legal text. However, the text as a whole has a thematic integrity, meaning, essences or even paragraphs that make up the text. He used the term "meta-language" stating that ideas and meanings have their own meta-language. This language, according to him, has the same content in spite of the variations of languages. Also, he explained that legal translation is characterized by seriousness and lack of figurative language. He claimed that

official governmental documents should be translated in a manner that observes the similarity between source language and target language as well as proper brevity. While in translation of contractual texts, a translator should employ both word for word and sense for sense methods (p.10).

2.3 Review of empirical literature

2.3.1 International studies that dealt with challenges in translating legal texts

Altay's (2002) paper aimed at investigating problems encountered in translating legal texts between the English and Turkish languages and legal

systems, which are mostly encountered by students learning legal translation at Hacettepe University in Turkey. He made a comparison between English and Turkish legal texts taken from the Memorandum signed in Prague on 19 October 1989 between Czechoslovakia and Turkey. He argued that translators must be able to use legal language effectively to express legal concepts in order to achieve the desired effect. They must be familiar with the conventional rules and styles of legal texts in every field of the individual legal systems. All in all, he concluded that a legal translator must not forget that even a Will is not valid if not written in the correct style. Also, he concluded with prominent features of legal style which are very long sentences, archaic vocabulary and the grammar of authoritative older texts, the flexible or vague language since lawyers both try to be as precise as possible and use general and flexible language.

Boleszczuk (2009) conducted a comparative analysis of legalese and plain English. She analyzed legal English in the light of the plain English movement. She compared an example of English wills written in legalese and their plain English equivalents. The main focus of the thesis, unlike most publications on legal English by Polish authors, was not only to examine legalese as some exotic phenomenon, but also to face the need for changes and to seek for real solutions.

According to Boleszczuk, the main hallmarks (i.e. characteristics) of legalese are, among others, unfriendly design and layout; solid blocks of dense text with scarce punctuation; overuse of capitalization, deficiency of white space and margins, decorative Gothic fonts; using archaic adverbs and referential modifiers which are often imprecise and misleading, avoidance of pronouns; use of shall; often in several distinct meanings within one document; frequent use of passive voice, subjunctive, and nominalization; wordiness; using tautological phrases conjoining words of the same meaning; profusion of foreign and sophisticated vocabulary, especially French and Latin ...etc. She concluded that ousting legalese and the permanent implementation of plain English is not impossible, although this is going to require much patience and perseverance from those who fight for it.

Dong-mei (2009) conducted a stylistic and contrastive analysis of Chinese legal document. He aimed at creating and organizing faithful legal documents (Chinese, English). He analyzed five Chinese legal documents and two English legal documents, following a framework synthesized from contrastive and stylistic analysis. Eight findings were discovered from the analysis concerning lexical, grammatical and textual features of the legal language, attempting to provide an opportunity for the legal document writers and translators to gain further insight into the contrastive features between Chinese

and English legal languages as well as their respective stylistic features. He mentioned some lexical features of Chinese legal language such as archaic words and high technical words, as well as some grammatical structures such as attributive clauses, cohesive phrases, prepositional phrases as attributes or adverbials, and high frequency of sentences without subjects.

Hadzivasiliou (2009) translated two judgements, a judgement from a court in the United Kingdom and one from the European Court of Justice as well as two texts from textbooks, one on English criminal law and one on European Union law. He investigated how the different legal systems of the Netherlands and the UK affect a translation and how EU documents are different, but can equally raise problems based on the possible legal effect of these texts for instance. He stated that the majority of legal texts are special and consist of texts from different national legal systems which remain the biggest challenge for a legal translator. He 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 the utmost care.

Nowakowski (2009) conducted a study that aimed at comparing three translations for “Kodeks Spółek Handlowych”; a Polish legal document translated commercially into English by three different publishers. He

analyzed these translations and special focus was put on the most problematic mistranslations. The texts were compared and the most suitable was chosen or, if none is adequate, a proposition of a translation is made by the author. The results have proven that it is possible to draw some general conclusions. Firstly, the intuitive feeling that interpreting a legal text is not an easy task has been confirmed. The text has been translated in a way that a target user is able to better understand it. However, translations of some articles are concentrated on giving as much as possible precise sense of a source text. Its disadvantage was that it was the longest one. The aim of a translator, therefore, should be to find a balance between giving precise meaning and the limitation of space.

Rek-Harrop (2009) conducted a study that was based on five official translations of English contracts that can be accepted for the purpose of evidence in a Polish Court. It first examined relevant theoretical framework and translation practice. Then a chapter on the translation process considered contextual differences between Polish and English law and focused in detail on terminological issues present in the selected contracts, providing practical examples of how these issues were resolved. On the basis of survey results the paper proposes the most accurate form of legal terminology translation and finally considers whether it is possible for the target language contract to have the same legal effect as the original. He concluded that a translator is required

to make a decision and avoid lengthy explanatory notes by incorporating all the information into the main body of the translated contract which can be best achieved, according to the results of this study, by an official translation based on functional equivalents.

Smejkalová (2009) conducted a thesis that dealt with the characteristics of legal Czech and legal English within their legal environments and problems of translation between them. The first part (Chapters two, three and four) introduced the legal language in general and analyzes the specifics of legal Czech and legal English. Chapter five dealt with the translation of legal texts and sources of difficulties in legal translation. The second part of this thesis focused on contracts – a sub-genre of legal texts. Chapter six defined the place of contracts among other legal texts and deals with the stylistic specifics of contracts in general. Chapter seven introduced and analyzed the experiment. The experiment was based on an analysis of translations of contracts by translation agencies who advertise their competence in legal translation. It sought to find out what the general quality of their translation is and what the main problematic points are: whether it is the understanding of the text in general, finding suitable translational solution of the concepts or the style or understandability of the target language text. He concluded that a competent legal translator must have three prerequisites proposed by Smith (1995, 181 as

quoted by Cao 2007, 37): basic knowledge of the legal systems, knowledge of the relevant terminology and competence in the target language specific legal writing style.

2.3.2 Regional Arab studies that dealt with challenges in translating legal texts

Farghal & Shunnaq (1992) focused on the problematic areas in translating UN legal documents as encountered by M.A. translation students at Yarmouk University in their comprehensive examinations. Thirteen (13) M.A. students, provided with various references, were asked to translate a UN legal document. The two researchers classified the problems into three categories: syntax-related problems, layout-related problems, and tenor-related problems. These students committed syntactic problems including the misuse of finite clause where they rendered these non-finite clauses by finite ones. As to layout-related problems, they discussed the issue of capital letters in English, which has not a counterpart in Arabic. As to tenor-related problems, they pointed out the difficulty faced by students in differentiating between formal and informal expressions. They pointed out, with respect to legal language, that: “layout refers to the sketch or plan of the text’s physical appearance” (p. 205-206). This relates to paragraphing, indentation, and graphitic choices,

viz., capitalizing, italicizing, underlining and bold-typing. In contracts and agreements, some words are written in capital letters emphasizing their importance in introducing the document. They concluded that the content issues are rooted in the fact that a high percentage of students in translation make a wrong choice of terms and expressions which can affect both the professionalism and accuracy of their translations.

Abu-Ghazal (1996) outlined a number of syntactic, semantic, linguistic translational problems facing translators in general and M.A. students in particular in legal translation from English into Arabic. The sample consisted of 20 graduate students from Yarmouk University who were chosen to translate a group of four UN resolutions. The findings of the study revealed that participants faced problems related to layout, syntax, lexical and cohesion problems. He concluded that such students should be exposed to intense training in legal translation before practicing it as a career.

Fakhouri (2008) conducted a study that aimed at demonstrating how pragmatic and functional considerations are important in legal translation and that they should be taken into account when determining translation strategies. As for the translation from Arabic into English, the researcher used three authentic contracts, namely: a Real-Estate Sales Contract, a Lease Contract and an Employment Contract. Each text was translated by three certified legal

translators from Arabic into English to produce nine different versions. A comparison was made of how each translator approached problematic areas of legal translation in all nine texts. As for the translation from English into Arabic, a group of graduate students studying applied Linguistics and Translation at An-Najah National University were asked to translate a "Power of Attorney" text as an assignment. In addition, a professional translator was commissioned to translate the same text. They were all asked to translate this text twice: once as part of a Legal thriller novel and another as a classified newspaper advertisement. The translated versions were scrutinized for ability to perform these new functions in the target language. The study has shown that the application of pragmatic and functional perspectives to legal translation can provide valuable insights to the translator, reinforcing the premise that legal translation is essentially an act of communication.

Farahaty's (2008) in her paper was concerned with legal translation and dealt with the theoretical and practical sides of the issue. The study was of two sections: the first part was a historical review of the field of legal translation in the Western and Arabic tradition, while the second section was concerned with the common difficulties of legal translation with examples from English/Arabic/English legal texts. The examples were some excerpts from authentic legal texts, while some were obtained from professional lawyers;

others were taken from the United Nations' (UN) online website, and from legal books. It highlighted the techniques that the legal translator can depend on to tackle the difficulties faced in the translation process. The paper concluded with some practical guidelines for legal translators.

Abu-Shaqra (2009) addressed the problems and the strategies employed by students in translating a group of lexical and semantic collocations from three religious references: the Holy Quran, the Hadith, and the Bible. Her sample was 35 M.A. students majoring in translation in three different public and private Jordanian universities. The researcher designed a translation test containing 45 short sentences of contextual collocations chosen from the three abovementioned religious references. The participants were requested to translate these collocations from English into Arabic. The results of her study showed that students employed different strategies to tackle problems in translating specific expressions. Also, the study revealed that literal translation is dominant strategy applied when translating semantic collocations in the Holy Quran and the Bible.

Alawi and Fakhouri (2010) conducted a study that aimed at demonstrating how standardized legal language features can still be tamed to serve the ultimate goal of successfully communicating the message across languages as intended and as commissioned. This study consisted of two parts. The first

part aimed at demonstrating how pragmatic and functional considerations were important in legal translation. The corpus the researchers relied on consisted of nine translated versions of three authentic contracts. A Real-Estate Contract, a Contract of Lease and an Employment Contract were commissioned to be translated by three professional translators certified by the Palestinian Ministry of Justice asking them to translate these texts the way they would usually deal with legally binding, official documents. The second part explores the relevance of Vermeer's Skopos theory to the translation of contracts through a small pilot study that compared the work of translation students with a broad, theoretical background and a professional translator uninformed about theories of translation. A group of graduate students of translation and applied linguistics and a professional translator were assigned to translate a "Power of Attorney" legal text from English into Arabic. They were all asked to translate the same text into a different context where it would be performing a new function. This study focused on communicative and functional approaches to contractual translation between English and Arabic.

Elayyan (2010) investigated the major problems that English language undergraduate students face in translating a legal text. She selected a sample of 50 male and female undergraduate students in the B.A. programs in public and private universities. She used two instruments: a test comprising 30

sentences from legal texts selected from contracts and agreements. In addition to the test, she interviewed five students and five professors and asked them about the problems, the reasons behind them and possible solutions for them, so that she could see if their views match the test results. The study 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. She suggested that students who wish to specialize in translation should have the appropriate competence in both Arabic and English languages and cultures, since their weaknesses in any one of this pair of languages is responsible for all the main problems. Also, she suggested that legal translation has to be tackled by specialist translators because it has special characteristics and requires more practice.

2.3.3 Conclusion

From the previous discussion and presentation of studies on challenges faced by translators in legal translation, it can be seen that most of them dealt with the challenges that might face M.A., B.A., undergraduate or translators in general when translating legal texts. However, not much work has been done to explore the challenges encountered by novice translators in the same field.

To the best of the researcher's knowledge, there has not been an attempt to tackle challenges encountered by this particular group in legal translation.

Some of these studies focused on the importance of the comparison between different versions of legal translated material, and between source and target languages texts such as Altay's (2002) who aimed at investigating problems encountered in translating legal texts between the English and Turkish languages and legal systems, which are mostly encountered by students learning legal translation at Hacettepe University in Turkey. These studies have some pros and cons which will be discussed in detail in chapter 5.

To achieve the objectives of the present study, the researcher used two instruments, namely: a test and interviews.

Chapter Three: Methods and procedures

3.1 Introduction

This chapter deals with the population, sample, instrumentation, validity and reliability, data collection, data analysis and procedures followed in this study.

3.2 Population and sample of the study

The population of the study included all the novice translators who graduated from different public and private Jordanian universities. From this population, a convenience sample that consisted of twenty (20) novice translators (male and female) had been chosen to take part in the study. This sample was selected from students who graduated and were looking for a job with a translation agency. When applying for a job, they took this test in legal translation for their qualification. Examples of legal translation agencies are Talal Abu Ghazaleh Translation, distribution and publishing, Abu-Ghazaleh for legal translation, Al Yousfi, Leading Bureau for Authorized Translation, Rosetta International, The Satellite Translation Center, Rania Center for Translation and Angel Translation. These individuals have many factors in common, including but not limited to, social, linguistic and educational

backgrounds, ages and gender. Arabic is the mother tongue of all students.

Table 1: Demographic characteristics of the sample

5	Male	Gender
15	Female	
13	20-24	Age
4	25-29	
3	30-34	
0	Above 35	
17	Jordanian	Nationality
3	Non-Jordanian	
15	None	Number of years worked in translation related fields
4	0-2	
1	2-5	
None	Above 5	

3.3 Instruments of the study

3.3.1 Translation test

The researcher prepared a translation test which was created specifically to meet the requirements of the current study. Twenty (20) novice translators holding B.A in translation were requested to translate 15 items contained in two legal documents; a contract and an agreement. The agreement which constitutes the first part of the test was “an irrevocable special power of attorney” to be translated from Arabic into English and the second part of the test was “a land selling contract” to be translated from English into Arabic. These texts also focused on certain elements in legal texts which should be

tackled such as textual and referential elements (see Appendix 5, p.134).

3.3.2 Semi-structured interviews

The researcher interviewed two professors in translation and literature and three novice translators in order to gather information that cannot be obtained by the test. He asked interviewees a standard set of three semi-structured questions. The questions were related to the challenges the translators encountered, the causes and solutions that could be given to ease the challenges. This technique helped the researcher to compile more information that could not be compiled from the test.

For novice translators' interviews, the following questions were asked (see Appendix 10, p.143):

1. In your opinion, what are the main challenges that novice translators might face when translating contracts and agreements?
2. What are the main reasons behind these challenges?
3. What suggestions do you recommend to address these challenges and promote translation quality for novice translators in contracts and agreements?

For experts' interviews, the following questions were (see Appendix 9, p.142):

1. In your capacity as an expert in legal translation field, what are the main challenges that novice translators might face when translating contracts and agreements?
2. In your opinion, what are the main reasons behind these challenges?
3. What suggestions do you recommend to address these challenges and promote translation quality for novice translators in contracts and agreements?

3.4 Validity and reliability of the test

3.4.1 Validity of the test

To ensure the validity of the test, a panel of three experts (two professors and a professional translator) in translation and linguistics were requested to determine the face and the content validity of the test (see Appendix 2, p.130).

The panel members were asked to provide their comments, notes and recommendations on the appropriateness of the content. They were responsive and provided the researcher with valuable suggestions and recommendations. This was done to make sure that these items help in achieving the objectives of the study and see whether it measures what it is supposed to measure (see Appendix 3, p.131).

3.4.2 Reliability of the test

For the purpose of achieving a high degree of reliability of the test, the researcher conducted a pilot study which aimed to answer the following two questions:

- 1- Was the time given to the translators enough to translate the 15 items and to use all the external resources needed?
- 2- Were the items clear enough?

The reliability of the test was determined by means of test – retest. The test was administrated to seven M.A students who shared the same characteristics of the population. However these seven students were not from the sample. They were asked to take it as homework so that they would be able to use external resources. The students brought the test back after a week. After two weeks, the test was administered again to the same seven students. Later, the test was distributed to the selected respondents.

3.5 Procedures of the study

The researcher adopted the following steps in conducting the current study:

- The researcher reviewed literature from different resources. Legal translation theory was the main aspect of the review of literature. The

contribution of theorists such as Saqf Al-Hait, Newmark and Gaber were useful and formed the theoretical framework of the study.

- The researcher read a number of articles that were related to translation challenges in general, technical translation, legal translation and how they affect the translator's performance, as well as strategies in translating legal texts and expressions. These studies provided the researcher with more information about the topic of the current study, and helped him in determining the significance of the research in comparison with other studies
- The researcher then determined the questions and the objectives of the study in addition to its significance.
- Based on the dimensions of the study, the researcher determined the instruments needed to answer the main questions which were semi-structured interviews with two professors and three novice translators and a translation test.
- The validity of the test was achieved by asking a panel of two professors specialized in translation and linguistics as well as a professional translator to determine the suitability of the test items and their relation to the questions and objectives of the study. This was done on March 7, 2011.

- A test – retest procedure was conducted on Feb. 5, 2011 to determine the reliability of the test. The researcher asked seven M.A students to take the translation test. Those M.A students were not part of the sample but they shared the same characteristics of the participating sample.
- A letter of permission was obtained from the Middle East University to assist the researcher (see Appendix 1, p.129).
- The researcher conducted the semi-structured interviews with the translators and experts in the field of translation in the period Feb. 15, 2011 to March 5, 2011 to compile more information about the topic of the research and to compare it with the results of the test that was conducted previously.
- The researcher collected the tests after one week of distributing them (Feb. 17, 2011) to participants.
- The test was corrected and the interviews were drafted between in the period Feb. 28, 2011 to March 3, 2011.
- The data which were taken from the test were interpreted and the results were presented by using simple tables each of which had a title and a number. Then, the researcher analyzed the results by using simple descriptive statistics for each item in the test.
- The findings of the study were discussed and were followed by

conclusions and recommendations for future studies.

3.6 Scoring the test and analyzing the data

Data were collected by means of translation test and semi-structured interviews. For the test, the participants were asked to translate 30 items in two legal instruments. The total score of the test was 30 marks and the scale of marks was also validated by the panel of experts as follows:

- 1- Correct answer was given two marks. The answer was considered correct if the item was rendered correctly.
- 2- Acceptable answer was assigned one mark. The answer was considered acceptable if the item was rendered in an acceptable manner.
- 3- Wrong answer was given zero mark if the answer failed to render the item in the least acceptable manner and/or committed some fatal linguistic errors that changed the meaning of a given item.
- 4- Results of the test were presented in simple tables by using frequencies and percentages followed by the texts that described the content of the tables. Results of interviews with the novice translators and experts were narrated and described by the researcher.
- 5- Finally, results were discussed and explained in light of the previous

theoretical and empirical literature and with reference to the limitations of the study. The study was concluded with recommendations and conclusions for further research.

Chapter Four: Results and discussion

4.1 Introduction:

This chapter answers the questions of the study which aimed to investigate the challenges that novice translators encounter when translating contracts and agreements. Here are the study questions and results thereof. The two research questions are:

1. What are some of challenges that novice translators encounter when translating contracts and agreements?
2. What are the reasons behind these challenges?

Results of the 30 items in the test are presented first. The agreement which constitutes the first part of the test was “an irrevocable special power of attorney” to be translated from Arabic into English and the second part of the test was “a land selling contract” to be translated from English into Arabic. The researcher selected these two legal texts from “The Reliable Guide To Legal Translation” by advocate Dr. Adel Saqf Al Hait. Novice translator translated the 15 items of legal terms, structures and statements in their context. The purpose was to examine their abilities in translating such texts

and figuring out the challenges they faced. After that, responses of the interviewed novice translator and professors were reported and described.

4.2 Results related to the questions of the test

The questions of this study are (1) what are some of challenges that novice translators encounter when translating contracts and agreements? (2) what are the reasons behind these challenges?

4.2.1 Results related to the first part of the test - Part I: Challenges in translating the first legal text (the agreement) from Arabic into English and their reasons

The total number of items in Part I is fifteen. Although Part I test is included in Appendix 5 (p.134), it is provided below to help the reader establish connection with the results.

(1) وكالة خاصة غير قابلة للعزل

(2) أنا الموقع أدناه (.....) أفوضُ: (...). ليقوم مقامي وبنوب عني في بيع ما مساحته (...). من قطعة الأرض رقم (...). من حوض رقم (...). المسمى (...). من أراضي (...). لمن يشاء، بالبدل والثمن الذي يراه مناسباً. (3) وأفوضه في البيع والهبة والرهن وفك الرهن والإفراز والمبادلة، في حصصي كلها أو بعضها وضمها وتوحيدها مع أي قطعة أخرى يراها مناسبة. (4) وأفوضه باستلام المخططات وسندات التسجيل الخاصة بهذه القطعة. (5) وله حق الإشراف والمناظرة والإدارة وقبض الإيجارات، (6) وفي إنشاء الأبنية عليها، واستصدار التراخيص اللازمة لذلك، وزراعتها وحفر آبار المياه بأنواعها، (7) والتوقيع على الإقرارات العدلية والتعهدات، أمام كاتب العدل لغايات الرهن أو الإفراز. (8) وله الحق في توجيه الإنذارات العدلية، (9) وإقامة الدعاوى

باختلافها، أمام جميع المحاكم وتوكيل الغير لتمثيلي أمام المحاكم. (10) وله بذلك التوقيع على كل ما يلزم من الأوراق، أمام دوائر الأراضي والمساحة (11) وجميع الدوائر الرسمية، وغير الرسمية في المملكة الأردنية الهاشمية المتعلقة بهذا الخصوص وكالة غير قابلة للعزل كوني قبضت الثمن كاملاً.

(12) شاهد.... شاهد.... الموكل

(13) في اليوم الواقع من شهر.... لسنة ألف وأربعمائة...هجرية، الموافق... من الشهر... لسنة ألفين... ميلادياً (14) حضر لدائرتي الرسمية ... أنا الكاتب العدل في ... وطلب إليّ تصديق هذا السند وبإجراء التعريف القانوني عليه من قبل الشاهدين أعلاه، عقدت مجلساً للعدل، وتلوته عليه، فأقر وأعترف بمحتوياته ووقعه بحضور وحضور الشاهدين أعلاه.

(15) أصادق على صحته (الكاتب العدل)

The responses have been corrected and classified into three categories: correct answers, acceptable answers and wrong answers. Answers are considered correct if the response is semantically and grammatically correct, acceptable if it is semantically correct and grammatically accepted and wrong if it is semantically and grammatically wrong.

As shown in Table 2, most respondents haven't succeeded in translating legal items adequately in items number (14), (1), (7), (15), (9), (8) and (11). Clearly, the inability to deal with legal features appears in item number (8); novice translators have the highest percentage with wrong answers. As per results reported in Table 2, p.43, respondents have the highest correct answers

are in items number (4) and (13) whereas the highest wrong answers in items number (14), (1), (7), (8) and (15).

Table 2 below shows that the total number of legal items received is 300.

Table 2: Novice translator' performance in the Arabic - English test

Wrong Answer Zero		Acceptable Answer 1 Point		Correct Answer 2 Points		Items of Part I
Percentage	Frequency	Percentage	Frequency	Percentage	Frequency	
75%	15	15%	3	10%	2	Item 1
55%	11	10%	2	35%	7	Item 2
55%	11	5%	1	40%	8	Item 3
30%	6	5%	1	65%	13	Item 4
50%	10	15%	3	35%	7	Item 5
50%	10	20%	4	30%	6	Item 6
70%	14	10%	2	20%	4	Item 7
70%	14	5%	1	25%	5	Item 8
65%	13	10%	2	25%	5	Item 9
70%	14	10%	2	20%	4	Item 10
60%	12	15%	3	25%	5	Item 11
55%	11	-	-	45%	9	Item 12
55%	11	10%	2	35%	7	Item 13
80%	16	-	-	20%	4	Item 14
70%	14	10%	2	20%	4	Item 15
Wrong Answer		Acceptable Answer		Correct Answer		Total of 15 Legal Terms Items
Percentage	Total	Percentage	Total	Percentage	Total	
60.7%	182	9.3%	28	30%	90	300
$90 \times 2 = 180$		$28 \times 1 = 28$				Total
$180 + 28 = 208 \div 20 = 10.4$						Obtained Mean
$30 \times 2 = 60 \div 100 = 36$						Required Mean

In addition, the obtained mean score of the legal Part I test is (10.4); while the required cut – off mean score is (36). Again, this result means that the

respondents failed to achieve the required mean scores. Accordingly, the respondents are unable to translate legal items adequately.

Light is shed on the main parts of each item. Examples of correct, wrong and acceptable answers are listed below.

وكالة خاصة غير قابلة للعزل **Item 1**

As shown in Table 2, only three respondents (15%) provided acceptable translation for this item; only two (10%) provided a correct translation and 15 (75%) provided wrong answers.

This item is the basic element of the contract; i.e. the title. The title of a contract or an agreement is generally the first line of the same. The title could be generic (e.g., Agreement, Contract) or specific (e.g., Contract of Sale, Contract of Lease, Contract to Sell ...etc). For this item, respondents' answers vary between correct and wrong answers. Examples of correct answers are "*Irrevocable Special Power of Attorney*" and "*Irrevocable Special PoA*".

Table 3: Sample of wrong translations of item # 1 along with justifications thereto "وكالة خاصة غير قابلة للعزل"

Why	Sample of wrong translations of item # 1	No.
Semantically wrong	"special power of attorney unable to	1
Literal translation	destitute"	
Googling along with some cosmetics	"non isolated special agency"	
	"a private agency can not be isolated"	
	"an irretrievable authority of attorney"	

	"special irrevocable authorization"	
Missing information , such as the words " <i>special</i> " and " <i>irrevocable</i> ".	"irrevocable power of attorney" "special power of attorney" "An Irrevocable Power of Attorney"	2

Examples of wrong answers are shown in Table 3 above along with justifications thereto.

Many novice translators failed to translate this item correctly. This can be attributed to the lack of basic knowledge of legal systems and relevant terminology knowledge. However, the term "غير قابلة للعزل" might be a very sophisticated vocabulary for novice translators; they should be familiar with the term "وكالة" since it is widely used in the field.

Item 2 أنا الموقع أدناه: أفوض: (....)
ليقوم مقام نفسي، وينوب عني في بيع ما مساحته (.....) في قطعة الأرض رقم
(.....) من حوض رقم (.....) المسمى (.....) من أراضي (.....) لمن يشاء
بالبديل والثلث الذي يراه مناسباً.

As shown in Table 2, seven respondents (35%) provided a correct translation, two (10%) provided an acceptable answer, and 11 (55%) provided wrong answers.

This item is a long one. Here, the researcher sheds light on some phrases used such as "أفوض"، "أنا الموقع أدناه"، "ليقوم مقام نفسي وينوب عني" and "لمن يشاء". The first expression "أنا الموقع أدناه" is a fixed legal

term used in many contracts and agreements. It refers to a signer whose name appears at the bottom or end of a document (e.g., agreement or contract). Respondents translated this term in different ways. The only correct answer is “*I, the undersigned*”. An example of an acceptable answer is “*I the undersigned*” since the comma (,) is not placed after the pronoun “*I*”; this is considered a stylistic error. Examples of wrong answers for the same are shown in Table 4 below:

Table 4: Sample of wrong translations of the phrase along with justifications thereto “أنا الموقع أدناه”

Why	Sample of wrong translations of the phrase “أنا الموقع أدناه”	No.
Semantically and grammatically wrong	“I am the subscriber below”	1
Grammatically wrong	“I am the undersigned”	2
Literal translation	“I signed below”	3

Respondents failed to translate this legal expression correctly because they are unfamiliar with such legal expressions. Also, they faced a grammatical challenge in mistranslating the expression “أنا الموقع أدناه” into “*I am the undersigned*” using the verb to be “*am*” as a main verb. They considered the word “*undersigned*” a predicate of the statement “أنا الموقع أدناه”.

This challenge can be attributed to the respondents’ lack of competence in the target language specific legal writing style.

The Arabic verb “أفوض” was translated correctly into “authorize”. However, it was translated wrongly into “delegate”, “I Authorize”, “have authorized”, “Ovodah”, “I appoint”, “I warrant” because they used the Google Translate software or adopting the literal translation method.

Respondents faced grammatical, semantic and stylistic challenges in translating the phrase “ليقوم مقام نفسي وبنوب عني”. It was translated correctly into “to act for me” and “to act on my behalf”. However, wrong answers were as shown in Table 5 below:

Table 5: Sample of wrong translations of the phrase along with justifications thereto “ليقوم مقام نفسي وبنوب عني”

Why	Sample of wrong translations of the phrase “ليقوم مقام نفسي وبنوب عني”	No.
Literal translation Misuse of capitalization	“to serve in my place” “TO ACT AS ME, AND DEPUTY FOR ME” “he will be my representative and acting on my behalf” “to take my place”	1
Missing information	“on behalf of me”	2
Semantically and grammatically wrong	“to present me, and to be deputized”	3

Adhering to the Arabic style in writing, the respondents failed to translate the above phrase in a correct manner. The phrase “لمن يشاء بالبدل والثلثن الذي يراه” was correctly translated into “to whoever he wants” and “to whomever مناسباً”

he wishes”. On the other hand, it was wrongly translated as shown in Table 6 below:

Most respondents failed to translate this phrase into English properly since they employed wrong tools such as Googling (i.e. using Google Translate software in rendering the meaning of a specific item (whether it is a statement, phrase or word).

Table 6: Sample of wrong translations of the phrase along with justifications thereto “لمن يشاء بالبدل والتمن الذي يراه مناسباً”

Why	Sample of wrong translations of the phrase “لمن يشاء بالبدل والتمن الذي يراه مناسباً”	No.
Googling Literal translation	“to whoever pits for it as a price equal to it he sees fit” “To any one, substitute and in suitable price that he see” “TO THOSE WHO WANTS, ALLOWANCE, PRICE, THAT HE DEEMS APPROPRIATE to who is interested, in allowance and the appropriate price”	1
Semantically wrong since “prize” has nothing to do with this phrase	“to whomever he wants, against the compensation and prize he sees fit”	2
Semantically and grammatically wrong	“for himself and any other one he wishes with the price which he assess”	3

Also, some respondents haphazardly chose the meaning of certain words within the phrase in question. Below is a screenshot that shows the Google Translate for the phrase in question:

The screenshot shows the Google Translate interface. The source text in Arabic is "لمن يشاء بالبدل والتمن الذي يراه مناسباً". The target text in English is "Whom He pleases, and the most precious allowance, which he deems appropriate". The interface includes the Google logo, the word "ترجمة" (Translation), and various settings like "من: العربية" (From: Arabic) and "إلى: الإنجليزية" (To: English). There are also icons for voice search and a keyboard icon.

A screenshot of Google Translate software

What is more, some respondents provided ungrammatical answers such as “*in whoever pits for it as a price he see suitable*”. It seems that some respondents lack the basic knowledge of grammar and syntax. The verb “*see*” needs the third person singular an 's'.

Item 3 وأفوضه في البيع والهبة والرهن وفك الرهن والإفراز والمبادلة في حصصي كلها أو بعضها وضمها وتوحيدها مع أي قطعة أخرى يراها مناسبة.

As shown in Table 2, eight respondents (40%) provided a correct translation, one (5%) provided an acceptable answer and 11 (55%) provided wrong answers.

This item is a good example of one of the characteristics of the legal language which is the lengthy sentences due to the need to place all information on a particular topic in one complete unit in order to reduce the ambiguity that may arise if the conditions of a provision are placed in separate sentences. Some respondents translated this item correctly into:

“I authorize him in purchasing, endowing, mortgaging, dismortgaging, exchanging and apportioning all/part of my shares and in combining or gathering the plot with another one as he considers appropriate”.

An acceptable answer is:

“I authorized him in selling, endowing, mortgaging, dismortgage, exchange and apportion all or part of my shares”.

The verb “*authorized*” should be in the present tense “*authorize*” and the gerund nouns “*dismortgage*”, “*exchange*” and “*apportion*” should have the suffix “*ing*”.

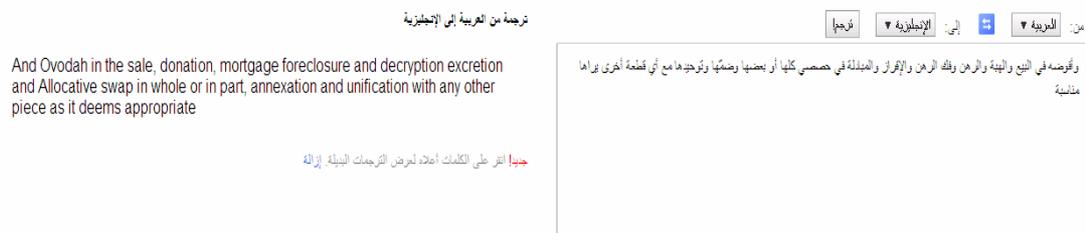
Table 7: Sample of wrong translations of item # 3 along with justifications thereto “وأفوضه في البيع والهبة والرهن وفك الرهن والإفراز والمبادلة في حصصي كلها أو بعضها وضمها وتوحيدها مع أي قطعة أخرى يراها مناسبة.”

Why	Sample of wrong translations of item # 3	No.
Semantically and grammatically wrong	“I appoint him in receipt the drawing and bills of registrations of such segment”	1
Googling along with some cosmetics	“and I authorize him in sale, gift, mortgage, redemption, secretion and exchange, trade in all zones as a whole or as a part annexation and consolidation with any other zone as it deems appropriate”	2
Capitalization and punctuation mistakes plus googling	“AND I AUTHORIZE IN THE SALE, DENOTION, MORTGAGE, MORTGAGE REDEMPTION, SECRETION AND EXCHANGE, IN ALL ALLOCATIVE OR SOME AND ANNEXED, CONSOLIDATION WITH ANY OTHER PLOT WHO DEEMS APPROPIATE.”	3
Googling	“I warrant him in Sale, donation, mortgage foreclosure and dismantling of excretion and the swap, and annexation and consolidation with any other piece as it deems appropriate in all or a part of my shares.”	4
Literal translation	“and delegate him in selling, donation, mortgage, unite the mortgage, Partition, and substitute, in some or in all my allocation and joining it with any land he see it suitable.”	5
Unneeded addition “Also, I empower him to” Selecting the meaning of some words improperly	“Also, I empower him to act on behalf me in buying, donating, mortgaging, excreting, and exchanging, all of my proportions or part of them, combining and consolidating them with any plot as he sees it suitable.”	6

Grammatical mistakes Selecting the meaning of some words improperly	“and I authorize him in buying, offering, mortgage, redemption, sorting, and swapping in all my shares or some of it, as well as joining and conjunction it with any other suitable plot.”	7
Selecting the meaning of some words improperly	“and I authorize him in buying, offering, mortgage, redemption, sorting, and swapping in all my shares or some of it, as well as joining and conjunction it with any other suitable plot.”	8
Googling (literally) Misuse of the conjunction “and”	“Ovodah in the sale, donation, and mortgage foreclosure and dismantling of excretion and the swap, Allocative in whole or in part, annexation and unification with any other piece as it deems appropriate.”	9
Arabic style (thinking Arabic)	“I have given him the authority of all types of sale, donation, mortgage, dismortgage, division, and exchanging of all or part of my shares to join and consolidate to another plot he sees fit.”	10

Some respondents translated this item wrongly as shown in Table 7 above.

Below is a screenshot that shows the Google Translate for the phrase in question:



A screenshot of Google Translate software

Item 4 وأفوضه باستلام المخططات وسندات التسجيل الخاصة بهذه القطعة.

As shown in Table 2, 13 respondents (65%) provided a correct translation, only one (5%) provided an acceptable answer and six (30%) provided wrong answers.

An example of a correct answer is: “*in receiving design and registration papers related to such plot*”. Examples of wrong answers are shown in Table 8 below:

Googling is a major reason behind wrong answers provided by some respondents. Another reason is the lack of specialized proper references (hard or soft copy dictionaries, online resources ...etc.).

Table 8: Sample of wrong translations of item # 4 along with justifications thereto “*وأفوضه باستلام المخططات وسندات التسجيل الخاصة بهذه القطعة.*”

Why	Sample of wrong translations of item # 4	No.
Semantically wrong (i.e. referential mistakes) Literal translation	“And I delegate him to receipt the plans and special registration bonds” “Also, I empower him to receive the graphs and registration’s bond concerning this plot” “I have given him the authority to receive the drawings and registration deeds for this plot.” “And authorize him to receive diagrams and bills of registrations for such segment”	1
Mistranslation	“also I authorize him to submit the layouts and the registration deeds of this plot.”	2
Googling along with some cosmetics	“and Ovodah receipt of drawings and bills of registrations for such segment.”	3

Item 5 *وله حق الإشراف والمناظرة والإدارة وقبض الإيجارات*

As shown in Table 2, seven respondents (35%) provided a correct translation, three (15%) provided an acceptable answer and 10 (50%) provided wrong answers.

Examples of correct answers are: “I also authorize him the right of supervising, superintending, managing, receiving rents” and “he is entitled to supervise, superintend, manage, receive rents”. Examples of wrong answers are shown in Table 9 below:

Table 9: Sample of wrong translations of item # 5 along with justifications thereto *“وله حق الإشراف والمناظرة والإدارة وقبض الإيجارات”*

Why	Sample of wrong translations of item # 5	No.
<p>Semantically wrong (i.e. referential mistakes)</p> <p>Literal translation</p> <p>Googling along with some cosmetics</p>	<p>“He has the right supervision and the corresponding management and arrested Rentals”</p> <p>“Also, he has full right of supervising, arguing, managing, getting the Lease payment”</p> <p>“he has the supervision rights, administration, and taking the rents”</p> <p>“and he have the right of supervision and management and the collecting of Rentals,”</p> <p>“and He has the supervising, debating, administrating and collecting rents”</p> <p>“and he owns rights of supervising, counterpart, management, and taking the rentals”</p> <p>“he has the right of supervision, censorship, managing, and catching the rentals”</p>	1

Some respondents failed to translate this item since they employed two

methods for translating the item in question. The first method is googling as evident in “*He has the right supervision and the corresponding management and arrested Rentals*”. The second method used by the respondents is literal translation where they rendered the item in question from Arabic into English "word-for-word" and followed closely the form of the source language (i.e. Arabic).

Item 6 وفي إنشاء الأبنية عليها، واستصدار التراخيص اللازمة لذلك، وزراعتها وحفر آبار المياه بأنواعها

As shown in Table 2, six respondents (30%) provided a correct translation, four (20%) provided an acceptable answer and 10 (50%) provided wrong answers.

Examples of correct answers are:

“establish buildings on the plot, procure and require licenses, cultivate the plot, drilling any kind of wells” and “establish buildings on the plot, procure required licenses, cultivate the plot, drill any kind of wells”.

Some respondents translated this item wrongly as shown in Table 10:

Table 10: Sample of wrong translations of item # 6 along with justifications thereto “ وفي إنشاء الأبنية عليها، واستصدار التراخيص اللازمة لذلك، وزراعتها وحفر آبار المياه بأنواعها ”

Why	Sample of wrong translations of item # 6	No.
Semantically wrong (i.e. referential mistakes)	“in the establishment of buildings on it and issuing licenses to do so, and planting and digging water wells of all kinds”	1
Literal translation	“establish the buildings on it, processing the necessary whereby, planting, water well drilling by all kinds”	

	“He owns the right of creating buildings on the plot and to issuing the necessary licenses, also to farming the plot and digging all kinds of water wells”	
--	--	--

They failed to translate this item due to Literal translation where the item in question has been rendered from Arabic to English "word-for-word". This is especially applied to the word “owns”.

Item 7 والتوقيع على الإقرارات العدلية والتعهدات، أمام كاتب العدل لغايات الرهن أو الإفراز.

Table 11: Sample of wrong translations of item # 7 along with justifications thereto “ الإفراز أمام كاتب العدل لغايات الرهن أو الإفراز .”

Why	Sample of wrong translations of item # 7	No.
<p>Referential error: The phrase “judicial declarations and undertakings” should be “notary acknowledgements and pledges” The phrase “mortgaging or excreting purposes” should be “mortgage and apportionment</p>	“signing the judicial declarations and undertakings, before the notary for mortgaging or excreting purposes”	1
<p>Googling along with some cosmetic changes.</p>	“signing on the judicial representations and commitments of justice, in front of a notary public for the purposes of mortgage or excretion.”	2
<p>Referential error: The phrase “declarations and commitments of justice” should be “notary acknowledgements and pledges”.</p> <p>Literal translation:</p>	“signing of the declarations and commitments of justice, at the head of a notary public for the purposes of a mortgage or excretion”	3

The item in question has been rendered from Arabic to English "word-for-word". This is especially applied to the phrase "at the head of a notary public".		
Grammatical errors: Using "Having sign" structure instead of "signing". Referential error: The phrase "justice and commitment attestations" should be "notary acknowledgements and pledges".	"having sign on justice and commitment attestations, before ministerial office, mortgage and partition purpose"	4

As shown in Table 2, four respondents (20%) provided a correct translation, two (10%) provided an acceptable answer and 14 (70%) provided wrong answers. Examples of wrong answers of the item in question are shown in Table 11 above. Here is an example of a correct answer for this item:

"signing notary acknowledgements and pledges before the notary public for the purposes of mortgage and apportionment".

Some respondents failed to translate the phrase "الإقرارات العدلية والتعهدات".

Most respondents made referential errors. The phrase "*judicial declarations and undertakings*" should be "*notary acknowledgements and pledges*" and the phrase "*mortgaging or excreting purposes*" should be "*mortgage and apportionment*". Below is a screenshot that shows the Google Translate for the

phrase in question:

ترجمة من العربية إلى الإنجليزية

من: العربية إلى: الإنجليزية

توجد

The signing of the declarations and commitments of justice, in front of a notary public for the purposes of a mortgage or excretion

جدداً انقر على الكلمات أعلاه لعرض الترجمات البديلة. إزالة

والتوقيع على الإقرارات العدلية والتعهدات، أمام كاتب العدل لغايات الرهن أو الإقراض

A screenshot of Google Translate software

Item 8 *ولهُ الحَقُّ في توجيهِ الإنذاراتِ العَدليَّةِ*

As shown in Table 2, five respondents (25%) provided a correct translation, only one (5%) provided an acceptable answer and 14 (70%) provided wrong answers.

An example of a correct answer is: “*he shall be entitled to serve notary notices*”. Some respondents demonstrated lack of the basic legal systems knowledge. They translated the item in question wrongly as shown in Table 12:

Table 12: Sample of wrong translations of item # 8 along with justifications thereto *“ولهُ الحَقُّ في توجيهِ الإنذاراتِ العَدليَّةِ”*

Why	Sample of wrong translations of item # 8	No.
Literal translation	“he owns the right in sending judicial warnings” “he owns the right to give a judicial warning” “he has the right to give justice notifications”	1
Grammatically wrong (no subject)	“has the right to warnings of justice”	2
Adding extra information “full right”	“he has full right of submitting the judicial warnings”	3
Semantically wrong (i.e. referential mistakes)	“He has the right to make a justice warnings” “he has the right to remit of justice warnings” “he has the right in directing the justice warnings” “Also, he has the right to give judicial warnings”	4

Respondents faced a number of challenges in translating this item. They tended to translate by using literal translation. This does not make any sense. Respondents showed lack of knowledge in legal terminology, especially in translating the idiomatic expression “توجيه الإنذارات العادلة” into “*sending justice notifications*”, “*directing justice warnings*” and “*submitting warnings of justice*” while it should be translated into “*serve judicial notices*”.

Item 9 وإقامة الدعاوى باختلافها أمام جميع المحاكم وتوكيل الغير لتمثيلي أمام المحاكم

As shown in Table 2, five respondents (25%) provided a correct translation, only two (10%) provided an acceptable answer and 13 (65%) provided wrong answers.

An example of a correct answer is:

“institute legal proceedings of any type before any courts and to authorize third parties to represent me before the courts”.

Examples of wrong answers are shown in Table 13 below. Most respondents mistranslated this item. They separated it by a period which suggested a new invented meaning for the same. One can notice ill-structured statements where the respondent employed literal translation method.

Table 13: Sample of wrong translations of item # 9 along with justifications thereto “إقامة الدعاوى باختلافها أمام جميع المحاكم وتوكيل الغير لتمثيلي أمام المحاكم”

Why	Sample of wrong translations of item # 9	No.
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<p>Literal translation: The item in question has been rendered from Arabic to English "word-for-word". This is especially applied to the phrase "in front of all courts".</p> <p>Referential error: Using the phrase "prosecution marks" instead of "institute legal proceedings". Using the phrase "to present me in the court" instead of "to represent me before courts".</p> <p>Informal language: "someone else"</p>	<p>"prosecution marks in front of all courts, he can appoint someone else to present me in the court"</p>	1
<p>This is an ill-structured statement.</p>	<p>"TO PROSECUTE before all courts"</p>	2
<p>Literal translation: The item in question has been rendered from Arabic to English "word-for-word". This is especially applied to the phrase "litigate before all the courts".</p>	<p>"litigate before all the courts and the warrant of a third party to represent me before the courts"</p>	3
<p>Mistranslation: Separating the item by a period suggested a new invented meaning for the same.</p>	<p>"institution of legal proceedings in all kinds. Before all courts and delegate others to present me before courts."</p>	4
<p>Ill-structured statement where the respondent employed literal translation method.</p>	<p>"filling a various cases, in front of all the courts, and to behalf the others to represent me in front of the courts"</p>	5

Item 10 وله بذلك التوقيع على كل ما يلزم من الأوراق أمام دائرة الأراضي والمساحة

As shown in Table 2, four respondents (20%) provided a correct translation,

only two (10%) provided an acceptable answer and 14 (70%) of the respondents provided wrong answers.

Respondents' answers vary between correct, wrong and acceptable translations. A correct answer for this item is: *"in this respect, he shall be entitled to sign all necessary documents before the lands and survey department"*. Below are more examples of correct answers:

"in this respect, he is entitled to sign on all necessary papers before the Department of Lands and Survey" and "in this regard, he has the right to sign on all necessary papers before the Department of Lands and Survey".

Here, the researcher considered those two answers as acceptable since they did not follow the legal writing style. Examples of wrong examples are shown in Table 14 below:

Table 14: Sample of wrong translations of item # 10 along with justifications thereto "ؤله بذلك التوقيع على كل ما يلزم من الأوراق أمام دائرة الأراضي والمساحة"

Why	Sample of wrong translations of item # 10	No.
<p>Literal translation: Using "word-for-word" technique.</p> <p>Capitalization: "department of lands and survey" should be in upper case.</p> <p>Referential error: Using the verb "sign in" instead of "sign or signing".</p>	"so he signs in all necessary papers. Before department of lands and survey"	1
<p>Referential errors: "Upon that" should be "to that effect", "in this regard" or "in this respect".</p>	"Upon that he has the right to sign all the necessary securities before the concerned lands and	2

The term “securities” should be “papers” since securities refers to negotiable financial instrument representing financial value.	survey departments”	
Referential error: The translation has nothing to do with the item in question.	“he can signed on all papers In the champers of land and survey”	3
Googling along with some cosmetic changes.	“he has the right to sign on all necessary paper in the Chambers of Lands and Survey”	4

These answers were considered wrong because they lack appropriate usage of capitalization; i.e. “*department of lands and survey*” should be in upper case. Also, these phrases contain referential errors; i.e. Using the verb “*sign in*” instead of “*sign or signing*”. Furthermore, the phrases “*he is entitled*” and “*he has the right*” should be, respectively, “*he shall be entitled*” and “*he shall have the right*” using the obligatory-legal word “shall”. Below is a screenshot that shows the Google Translate for the phrase in question:



A screenshot of Google Translate software

All in all, most respondents did not comprehend or understand statements which led to mistranslating certain phrases or statement.

Item 11 وجميع الدوائر الرسمية، وغير الرسمية في المملكة الأردنية الهاشمية المتعلقة بهذا الخصوص وكالة غير قابلة للعزل كوني قبضت الثمن كاملاً

As shown in Table 2, five respondents (25%) provided a correct translation, three (15%) provided an acceptable answer and 12 (60%) provided wrong answers.

An example of a correct answer is:

“and before all official and non official departments in the Hashemite Kingdom of Jordan by this irrevocable special power of attorney as I have received the full payment”.

However, many respondents failed to translate this item. Examples of wrong answers are shown in Table 15:

Table 15: Sample of wrong translations of item # 11 along with justifications thereto “ وجميع الدوائر الرسمية، وغير الرسمية في المملكة الأردنية الهاشمية المتعلقة بهذا الخصوص وكالة غير قابلة للعزل كوني قبضت الثمن كاملاً ”

Why	Sample of wrong translations of item # 11	No.
Stylistic error: Misuse of capitalization as in “Official Headquarters” and “kingdom”.	“all Official Headquarters, and Non Official Headquarters in Hashemite kingdom of Jordan, concerning power of attorney unable to destitute as I received completely price.”	1
Grammatical error: “as I <i>took</i> the whole price”.	“all official and non-official departments in the Hashemite Kingdom of Jordan an irrevocable power of attorney as I took the whole price.”	2
Literal translation: The item in question has been rendered from Arabic to English "word-for-word". This is especially applied to the phrase “cannot be isolated because I took the price completely”.	“all government department and non official in the Hashemite kingdome of Jordan that regard to this and agency cant be isolated because I took the price completely.”	3

Googling along with some cosmetic changes.	“and all official departments and non-official in the Hashemite Kingdom of Jordan on this particular agency is not to isolate the full price being arrested.”	4
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Respondents encountered stylistic errors, such as misuse of capitalization as in “*Official Headquarters*” and “*kingdom*”. Grammatical errors were evident in “*as I took the whole price*”.

..... شاهد الموكَّل **Item 12**

As shown in Table 2, nine respondents (45%) provided a correct translation and 11 (55%) provided wrong answers.

Correct answers of these two words, respectively, are: “*witness*” and “*principal*”. The main focus here is on the term “الموكَّل”. Some respondents translated this term correctly into “*principal*” whereas some of them translated it wrongly into “*client*” which is the first choice provided by Google Translate. This can be attributed to the negligence of some novice translators (i.e. they tend to select the meaning of words haphazardly).

..... في اليوم..... الواقع..... من شهر..... لسنة ألف وأربعمائة..... **Item 13**
هجرياً، الموافق..... من الشهر..... لسنة ألفين..... ميلادياً

As shown in Table 2, seven respondents (35%) provided a correct translation, only two (10%) provided an acceptable answer and 11 (55%) provided wrong answers.

This item shows a ready-made formula as a distinctive characteristic of legal language. An example of a correct answer is:

“In this day,..... of.....month for the year of one thousand, four hundred and Hijri, corresponding to.....ofmonth for the year two thousand andAD”.

However, most respondents failed to translate the same item correctly indicating a lack of basic knowledge and terminology of legal systems.

Examples of wrong answers are shown in Table 16 below:

Table 16: Sample of wrong translations of item # 13 along with justifications thereto “ في اليوم..... الواقع..... من شهر..... لسنة ألف وأربعمائة..... ميلادياً ”
”هجرياً، الموافق..... من الشهر..... لسنة ألفين..... ميلادياً”

Why	Sample of wrong translations of item # 13	No.
Referential error: Using the word “ <i>Migratory</i> ” instead of “Hijri”. “dated on” is totally wrong.	“On ... dated on ... of ... of the year of one thousand and four hundred.... Migratory, due to ... From the month ... Of the year of two thousands AD. “	1
Referential error: Using the word “ <i>Migratory</i> ” and “due to” instead of, respectively, “Hijri” and “of”. “Year 2000” is totally wrong. It should be for the year two thousand andAD.	“day..... due to month one 1400 migratory, corresponding.....from..... month.... Year 2000 AD.”	2
Googling along with some cosmetic changes.	“on the day Indeed Of the month For the year one thousand four hundred Hijri, corresponding to the monthfor two thousand years old AD.”	3
This is a translation of another formula (text).	“This contract is made on / /”	4

Deletion/omission of large part of the item (missing information).	“Made on”	5
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Respondents mainly failed to translate this item because they tended to translate it literally.

Item 14 حضرَ إلى دائرتي الرسمية..... أنا الكاتب العدل في..... وطلب إليّ تصديق هذا السند
وبإجراء التعريف القانوني عليه من قبل الشاهدين أعلاه

As shown in Table 2, four respondents (20%) provided a correct translation and 16 (80%) provided wrong answers.

An example of a correct answer is:

“Before me, the notary public in....., have appeared (.....), who requested to validate this document, and after his identity has been legally confirmed by the above witnesses”.

This item was translated wrongly by many respondents. Table 17 below that shows wrong answers to the item in question along with justifications of these mistranslations:

Table 17: Sample of wrong translations of item # 14 along with justifications thereto “ حضرَ إلى دائرتي الرسمية..... أنا الكاتب العدل في..... وطلب إليّ تصديق هذا السند
وبإجراء التعريف القانوني عليه من قبل الشاهدين أعلاه

Why	Sample of wrong translations of item # 14	No.
Literal translation: The item in question has been rendered from Arabic to English "word-for-word". The Arabic style is very clear in the flow of words.	“attended to the official chamber I am the Notary, in... he asked me to ratify this bond and define it for the tow witnesses in legal way”	1
Literal translation: The item in question has been	“The client came to my formal department..... in..... I am a writer of Justice He asked me to	2

<p>rendered from Arabic to English "word-for-word". The Arabic style is very clear in the flow of words.</p> <p>Referential errors: "writer of Justice" should be "notary public".</p> <p>Informal language: This can be shown through the phrase "He asked me to confirm this script"</p>	<p>confirm this script, and holding the legal definition of it by the witnesses"</p>	
<p>Capitalization: Misuse of upper case letters.</p> <p>Literal translation: The item in question has been rendered from Arabic to English "word-for-word". The Arabic style is very clear in the flow of words.</p>	<p>"Atarget text ENDED TO MY OFFICIAL DEPARTMENT.....I AM ANOTARY.... IN... He asked me to confirm this script, and holding the legal definition of it by the witnesses"</p>	3
<p>Mistranslation</p>	<p>"I, the notary,..... came to my formal Dept. on and he asked me to sanction this scrip and making the legal definition for it from the aforementioned witnesses"</p>	4
<p>Googling along with some cosmetic changes.</p>	<p>"attended the official Chambers I am a writer of Justiceand requested me to believe this authority and a legal definition of it from above before two witnesses"</p>	5
<p>Grammatical error: Usage of the phrase "had before me" is grammatically wrong.</p> <p>Literal translation: The item in question has been rendered from Arabic to English "word-for-word". The Arabic style is very clear in the flow of words.</p>	<p>"I, the Notary Public in my official office within the court of had before me..."</p>	6

Respondents used informal language which can be shown in the phrase “*He asked me to confirm this script*”.

Item 15 عقدت مجلسا للعدل، وتلوته عليه، فأقرّ واعترف بمحتوياته ووقعه بحضوري وحضور الشاهدين أعلاه أصادق على صحته (كاتب العدل)

As shown in Table 2, four respondents (20%) provided a correct translation, only two (10%) provided an acceptable answer and 14 (70%) provided wrong answers. A correct answer of this item is:

“I have held the notary meeting and recited the deed before him where he acknowledged its contents and signed it in my presence and in the presence of the above witnesses; then I endorse the validity of it, (Notary public)”.

However, there are many wrong answers provided by the respondents.

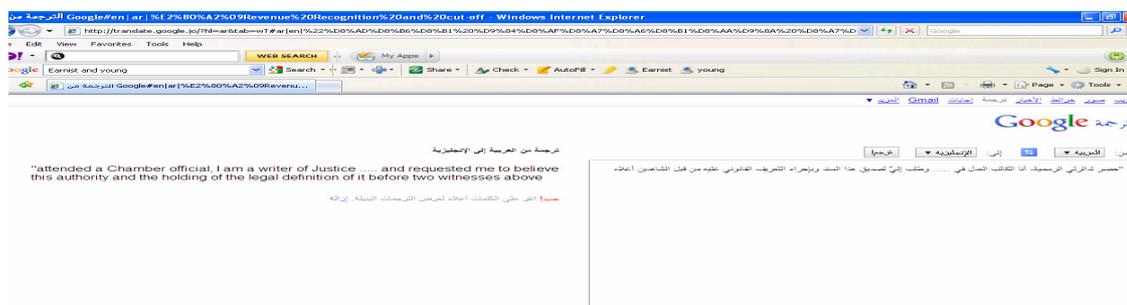
Table 18 below shows wrong answers to the item in question along with justifications of these mistranslations:

Table 18: Sample of wrong translations of item # 15 along with justifications thereto “عقدت مجلسا للعدل، وتلوته عليه، فأقرّ واعترف بمحتوياته ووقعه بحضوري وحضور الشاهدين أعلاه أصادق على صحته (كاتب العدل)”

Why	Sample of wrong translations of item # 15	No.
<p>Referential error: “council of justice” should be “notary sessions” or “notary meeting”.</p> <p>Grammatical error: Usage of the pronoun “it”, “its” and “he” in the phrases “and I read it” and “he recognized its”, respectively, is wrong.</p> <p>Semantic error: Mistranslating the verb “أصادق” into “certify”. It should be “validate”.</p> <p>Deletion/omission:</p>	<p>“I hold council of justice, and I read it, he recognized its content and signed in a presence of two witnesses attending to endorses his health.”</p> <p>“I have therefore convened a Notary council to endorse this debenture and execute the legal procedure, and I have read the debenture aloud to him in the council, and he affirmed and acknowledged its contents and signed it in my presence and the two witnesses aforementioned. I entirely</p>	1

<p>The term “كاتب العدل” has been deleted/omitted. It should be translated into “notary public”.</p> <p>“to endorse his health”:</p> <p>This is not a Google Translate. This is an indicator that the respondent in question lacks the basic knowledge of linguistics, semantics and syntax in both target language and source language.</p>	<p>confirmed its correctness (Notary Public)”</p> <p>“Attended the official I the Notary and requested me to believe this authority and the holding of the legal definition of it before two above-mentioned witnesses”.</p>	
--	--	--

Deletion/omission was a major challenge faced by the respondents. The term “كاتب العدل” has been deleted/omitted by some respondents. It should be translated into “*notary public*”. Literal translation was used where the item in question has been rendered from Arabic to English "word-for-word" and followed closely the form of the source language (i.e. Arabic). This is an indicator that the respondent in question lacks the basic knowledge of linguistics, semantics and syntax in target language and source language as well. Below is a screenshot that shows the Google Translate for the phrase in question:



A screenshot of Google Translate software

4.2.2 Results related to the second part of the test - Part II: Challenges in

**translating the second legal text (the contract) from English into
Arabic and their reasons**

Results of novice translators' performance in Part II (the English –Arabic test) are shown in Table 19 below. The total number of items in part II is fifteen. Although the Part II test is included in Appendix 5 (p.134), it is provided below to help the reader establish connection with the results.

(1) Land Sale Contract

(2) -First Party : Address:

National no:

- Second Party: Address:

National no :

(3) Preamble

Whereas the First Party owns the plot No. (.....), (.....) zone, the City of, (area Square meter), of zoning; and

Whereas the Second Party is desirous to purchase the plot of land described above, the parties hereto have agreed to the following:

(4) The preamble shall be an integral part of this Contract, and shall be read therewith as a one unit.

(5) The parties have agreed that the price of the plot described above shall be the amount of JD (.....).

(6) The First Party undertakes that the plot described above is void of mortgage, debt, liens, appropriations and all other in-kind rights.

(7) The First Party shall present the ownership deeds and the engineering drawings required for the registration and the transfer of title to the competent Registration and Lands Department.

(8) The Second Party shall examine the plot described above, its borders and landmarks and shall be deemed to have completely and

legally satisfied himself as to the condition thereof.

(9) The parties have agreed that the payment of the price of the plot described above shall be as follows:

(10) An amount of JD shall be payable upon signing the contract.

(11) The balance being JD shall be payable upon completing the transfer and the registration process at the Registration and Lands Department. (The transfer of title of real estate is not valid except upon its registration with a Registration and Lands Department.)

(12) Breaching any obligation hereunder or article herein shall lead to the revocation of the contract, refund of all amounts paid, and damage compensation in the amount of JD (.....).

(13) This contract shall be subject to and interpreted in accordance with the laws of the Hashemite Kingdom of Jordan.

(14) The court ofshall be the court of jurisdiction to settle any dispute that may arise between the parties hereto.

(15) This contract consists of ten articles including this one, and is executed in duplicate, and each party shall maintain one.

This contract is made on / /

For the First Party For the Second Party

Full name:

Signature: First witness Second witness

Translations of these items have been compared and analyzed by using frequencies and percentages. Table 19 below presents 300 responses received for items from English into Arabic. As per results reported in Table 19, respondents have the highest correct answers in items number (9), (1), (10) and (2) whereas the highest wrong answers in items number (8), (11), (14), (13) and (15). This table also indicates that (0.36%) of novice translators have

acceptable answers for all items. The lowest percentages of wrong answers are in items one and two (20% for each of them) and the highest percentage for item number nine is (75%). On the other hand, an acceptable answer is the highest for items number two, three and five (15% for each of them) and the lowest is for item number one (% 10).

Table 19: Novice translator' performance in the English - Arabic test

Wrong Answer Zero		Acceptable Answer 1 Point		Correct Answer 2 Points		Items of Part II
Percentage	Frequency	Percentage	Frequency	Percentage	Frequency	
20%	4	10%	2	70%	14	Item 1
20%	4	15%	3	65%	13	Item 2
35%	7	15%	3	50%	10	Item 3
40%	8			60%	12	Item 4
30%	6	15%	3	55%	11	Item 5
65%	13	-	-	35%	7	Item 6
55%	11	-	-	45%	9	Item 7
90%	18	-	-	10%	2	Item 8
25%	5	-	-	75%	15	Item 9
30%	6	-	-	70%	14	Item 10
80%	16	-	-	20%	4	Item 11
65%	13	-	-	35%	7	Item 12
70%	14	-	-	30%	6	Item 13
75%	15	-	-	25%	5	Item 14
70%	14	-	-	30%	6	Item 15
Wrong Answer		Acceptable Answer		Correct Answer		Total of 15 Items of Legal Terms
Percentage	Total	Percentage	Total	Percentage	Total	
51.4%	154	0.36%	11	45%	135	

$135 \times 2 = 270$	$11 \times 1 = 11$	Total
$270 + 11 = 281 \div 20 = 14.05$		Obtained Mean
$30 \times 2 = 60 \times 60 \div 100 = 36$		Required Mean

In what follows light is shed on the main parts of each item. Examples of correct, wrong and acceptable answers are also listed below.

Land Selling Contract

Item 1

As shown in Table 19, 14 respondents (70%) provided a correct translation, only two (10%) provided an acceptable answer and four (20%) provided wrong answers.

As a title of the contract, that is not preceded in the source language by a definite or an indefinite article, respondents in some of their answers were inclined to add the Arabic definite article.

Examples of correct answers are: “*عقد بيع أرض*” and “*عقد بيع قطعة أرض*”. An example of an acceptable answer is “*اتفاقية بيع أرض*” as the translator translated the term “*contract*” into “*اتفاقية*” while it should be translated into “*عقد*”. An example of a wrong answer is: “*تبيع الأرض*” since it is considered semantically wrong answer; i.e. referential error.

“*First Party: Address:*
National No:
Second Party: Address:
National No :”

Item 2

As shown in Table 19, 13 respondents (65%) provided a correct translation, only three (15%) provided an acceptable answer and four (20%) provided wrong answers. An example of a correct answer is:

.....الأول: الطرف
العنوان:
الرقم الوطني:
الطرف الثاني:-
العنوان:
الرقم الوطني:

An example of an acceptable answer is “*عنوان*” as it should be prefixed with the definite article “*ال*” to denote a definite address. An example of a wrong answer is: “*الحزب الأول*” since it is considered semantically wrong answer; i.e. referential error.

One of the respondents translated “*National No*” into “*رقم الجنسية*”. This translation, for a Jordanian translator and reader, may seem wrong, since it is not used in any context, let alone a Jordanian legal context. Yet, it is maybe the case that this translator grew up or was educated in the Gulf region for example, since the phrase “*رقم الجنسية*” is used in some other Arab countries,

especially in the Gulf (e.g. Kuwait) and in Sudan. Therefore, the translator in the legal field has a further responsibility to identify his/her client in order to avoid such confusion.

Preamble

Item 3

Whereas the First Party owns a plot No.(.....), zone (.....), lands of city, (areasquare meter), of zoning.

And Whereas the Second Party wants to purchase the aforementioned plot, the parties have agreed on the following:

As shown in Table 19, 10 respondents (50%) provided a correct translation, only three (15%) provided an acceptable answer and seven (35%) provided wrong answers. An example of a correct answer is:

حيث أن الفريق الأول يمتلك قطعة أرض رقم (.....) حوض تمهيد
(.....) في مدينة (مساحة..... متر مربع)،
.....تقسيم.....

It is common in the legal translation practice to Arabic to render the word “Preamble” to its widely accepted Arabic equivalent “ديباجة”. Yet, the translation varied among the respondents, and they gave translations, though not common, yet acceptable, such as “تمهيد” and “مقدمة”. An example of an acceptable answer for the term “preamble” is “الفقرة التمهيدية” as it is not very common in the Arabic legalese, but it is still acceptable and it sounds formal and suitable for professional legal use. Examples of wrong answers for the

term “zoning” are: “مناطق التقسيم” and “تنظيم الأرض” since they are semantically wrong.

It is noticeable that the respondents did not have a clear strategy in deciding when and how to use the article (ال), hence it can be found where it should be discarded or the other way around. Some respondents were inclined to inflexibly adhere to the English source text, and this resulted in translations such as “نبيجة”, “مقدمة”, “تمهيد”, which are quite acceptable, and sometimes even insignificant from a legal practical perspective. Yet the standard equivalent in Arabic usually has the Arabic definite Article.

The respondents’ translation of the first sentence in the preamble “Whereas... following” requires special attention, since this sentence is part of the text body; therefore the researcher will now handle their translations above the word level, i.e. the words will not be dealt with as separate items, but they will be bound to the linguistic structure of the sentence. However, two common and correct translations of the conjunction “Whereas” were given by the translators: “بما أن” and “حيث إن”, the researcher prefers the first in the model translation. This asserts the fact that there is never only one correct translation, and that translation is always subject to modification and

correction. On the other hand, some other respondents were happy to adopt the deletion strategy with this conjunction. This practice in a legal context is wrong, for more than one reason. If the translator chooses to discard the conjunction, the sentence will be disconnected from the following paragraph, and will be effectively de-contextualized in the whole body of the contract. The second reason is that discarding this conjunction in the target text resulted in a stylistic problem, because the phrases “حيث إن” or “بما أن” are accepted as an important part of the language of the contract.

The words “*plot*”, “*zone*”, “*area*”, and “*zoning*” were referentially problematic to the respondents, especially “*zone*” and “*zoning*”. These words, in the model translation, are respectively translated into “حوض”, “قطعة”, “مساحة”, and “تنظيم”. Some respondents translated “*zone*” into “منطقة”. These mistakes are obviously referential in nature, and this could be attributed to the poor specialized vocabulary in the respondents’ legal terms bank. “*zoning*” on the other hand was translated by some respondents into “منطقة التقسيم”, “تقسيم”, “التقسيم إلى نطاقات”, “منطقة”, “نطاق”, and these translations cannot be accepted, although they may be in use in other legal systems in other countries in the Arab World. These mistakes are also attributed to lack of knowledge of the

relevant and common terminology. One respondent gave a slightly different translation of the term “*zoning*”, that is quite uncommon as an equivalent thereof, which is “المخطط التنظيمي”. This translation is actually wrong, because it is the translation of “General Plan”, and not of “*zoning*”.

The translations of the last sentence in item (3) contained a lot of problems on various levels. On the referential level, the phrase “*the Second Party*” and the verb “*wants*” posed a particular difficulty. Some respondents pluralized the “*Second Party*”: “الأطراف الثانية”, and this is obviously wrong, while others could not preserve the consistency in their translation of the term, and the phrase would be translated into “الفريق” instead of “الطرف”, and this, in addition to being a referential mistake (since it could indicate a new reference), is a common stylistic mistake. Another problem is the translation of the word “*parties*” which is plural in English but should not be so in Arabic, since English does not have a dual form, but Arabic does. Therefore, a translation such as “الفرقاء” is wrong, first because it is plural, and second because this plural noun in Arabic is rich of negative connotations and is usually used in politics or in the media.

The verb “*wants*” has a special use in the legal language, and this particular

use was not observed in some respondents' translations. For example, this verb, which is usually translated by professionals in this context to "يرغب", was rendered by many respondents into "يريد". This is also associated with the lack of acquaintance with the legal language, and the inability of some translators to adopt to the new context at work.

*The preamble shall be deemed an integral part of this contract, and **Item 4** shall be read along with it as a one unit.*

As shown in Table 19, 12 respondents (60%) provided a correct translation and 11 (40%) provided wrong answers.

This recurring block sentence in legal contracts is not difficult to translate, but the issue here is maybe how to reach a translation that is suitable in the legal context and congruent to the text type in the source text. Accordingly, the correct translations were almost the same, and the only difference found among them was related to the translation of the term "Preamble" that the researcher discussed earlier.

Examples of correct answers are:

"تعتبر مقدمة هذا العقد جزءاً أساسياً وتقرأ معه كوحدة واحدة." and "مقدمة هذا العقد تعتبر جزءاً منه وتقرأ معه بصفقتها وحدة واحدة."

The wrong translations of this item contained grammatical errors "تعتبر"

"جزءاً" instead of "المقدمة كجزء لا يتجزأ". There was a completely unacceptable

translation of this sentence by one of the respondents: “ ركزت المقدمة على أن هناك “

والمتممه للعقد، ويجب أن يقرأ كوحدة واحدة
read along the English original.

The parties have agreed that the price of the aforementioned plot Item 5 shall be an amount of (.....) JDs.

As shown in Table 19, 11 respondents (55%) provided a correct translation, only three (15%) provided an acceptable answer and six (30%) provided wrong answers.

Examples of correct answers are:

"اتفق الطرفان على أن ثمن القطعة المذكورة في المقدمة هو مبلغ
(.....) دينار أردني." and " اتفق الفريقان على أن يكون سعر
الأرض المحددة في مقدمة هذه الاتفاقية مبلغ (.....) دينار أردني."

An example of an acceptable answer is “ وافق الطرفان بأن سعر الأرض المذكورة “

(دينار أردني) ” since it is sound semantically. Examples of wrong

answers are: “ وافق الطرفان على سعر قطعة الأرض بقدر (دينار أردني) “ and “ وافق

”الأطراف بأن سعر الأرض المذكورة أعلاه يجب أن تكون بمبلغ (دينار أردني)

considered semantically and grammatically wrong.

The First Party undertakes that the aforementioned plot is void of Item 6 mortgage, debt, liens, appropriations and all other in kind rights.

As shown in Table 19, seven respondents (35%) provided a correct translation

and 13 (65%) provided wrong answers.

Examples of correct answers are:

يلتزم الفريق الأول بأن تكون قطعة الأرض الموصوفة أعلاه خالية من الرهون العقارية “ يلتزم الطرف الأول بأن قطعة “ and “ والديون والاختصاص وجميع الحقوق العينية. الأرض الموصوفة أعلاه لا يوجد عليها رهون أو ديون أو اختصاصات وكافة الحقوق الأخرى العينية.”

Examples of wrong answers are shown in Table 20 below:

Table 20: Sample of wrong translations of item # 6 along with justifications thereto “The First Party undertakes that the aforementioned plot is void of mortgage, debt, liens, appropriations and all other in kind rights”

Why	Sample of wrong translations of item # 6	No.
<p>Referential error: “أي نوع من أنواع الحقوق”, “احتلال”, “خصائص” and “اعتمادات”.</p> <p>Grammatical error: Spelling errors</p> <p>Semantic error: None of these statements render the accurate meaning intended.</p> <p>Deletion/omission: The phrase “in kind” has been deleted/omitted in some of these translations. It should be translated into “عينية”. “أو احتلال”</p>	<p>“يتعهد الطرف الاول بان قطعة الارض المذكورة اعلاه غير مرهونة وخالية من الديون و الخصائص و سائر الحقوق النوعية”</p> <p>“يتعهد الطرف الأول بأن قطعة الأرض السابق ذكرها ليست محل أي رهن، أو دين، أو حجز، أو احتلال أو أي نوع من أنواع الحقوق.”</p> <p>“تعهد الطرف الأول على أن قطعة الأرض شاغرة في الرهن العقاري، دين، التزام قانوني وجميع الحقوق الأخرى”</p> <p>“يتعهد الطرف الاول بان الارض المذكورة اعلاه خالية من الرهن العقاري والديون والحجز و الاعتمادات و كل الانواع الاخرى من الحقوق العينية”</p>	1
<p>This is a Google Translate for the verb “occupy”. This is an indicator that the respondent in question lacks the basic knowledge of legal terminology in both</p>		

target language and source language.	
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It is always important to draw the attention of novice translators to the importance of research and the skill of using the web as a means for broadening one's background and general knowledge about technical terms and issues.

The First Party undertakes to present the ownership deeds and the engineering drawings necessary for the registration and the title transfer to the Department of Lands & Survey to which the aforementioned land is subject. **Item 7**

As shown in Table 19, nine respondents (45%) provided a correct translation and 11 (55%) provided wrong answers.

An example of a correct answer is:

“يلتزم الطرف الأول بتقديم وثائق الملكية والرسومات الهندسية الضرورية للتسجيل ويتم نقل الملكية في دائرة تسجيل الأراضي الخاضعة لها قطعة الأرض الآتية الذكر”.

Some respondents failed to translate the term “*ownership deeds*” where they translated it into “وثائق الملكية”, “مستندات الملكية”, “قانون الملكية”, “ملكية الأعمال” and “حجة الملكية”. The same group of respondents translated the term “*engineering drawings*” wrongly into “متطلبات الرسم الهندسي”. The word “subject” was incorrectly translated by some respondents into “موضوع”: “قسم تسجيل الأراضي”. “بالنسبة إلى موضوع الأرض المذكورة أعلاه” and “الذي هو موضوع الأرض المذكور أعلاه”.

Translators are generally required to keep themselves updated on any changes on such nouns, like official departments names since changing these names is uncommon. Additional examples of wrong answers are shown in Table 21 below:

Table 21: Sample of wrong translations of item # 7 along with justifications thereto “The First Party undertakes to present the ownership deeds and the engineering drawings necessary for the registration and the title transfer to the Department of Lands & Survey to which the aforementioned land is subject”

Why	Sample of wrong translations of item # 7	No.
The respondents in the above examples clearly failed to determine the relationship between the “land” and the “Registration and Land Department”, because of the unfamiliarity of “aforementioned” and the use of “to which”.	"يتعهد الطرف الأول بتقديم وثائق الملكية والمخططات الهندسية اللازمة لتسجيل ونقل ملكية الأراضي الى قسم التسجيل التابع للأرض المذكورة" "تعهد الطرف الأول بقانون الملكية ومتطلبات الرسم الهندسي للتسجيل و نقل العنوان للتسجيل و لقسم الأراضي.على أن تكون قطعة الأرض مسجلة" "يتعهد الطرف الأول بتقديم وثائق الملكية والرسومات الهندسية اللازمة للتسجيل ونقل ملكية الأرض في دائرة الأراضي بالنسبة إلى موضوع الأرض المذكورة أعلاه"	1

Lack of attention to such matters may result in having embarrassing mistakes for the translator, and even a legal liability, since he\she is required to perform the translation accurately for practical reasons. Accordingly, any inaccuracy in names and titles may render some contracts ineffective.

The Second Party shall examine the aforementioned plot, check its borders and landmarks and shall be deemed to have completely and **Item 8**

legally satisfied himself as the condition thereof.

As shown in Table 19, only two respondents (10%) provided a correct translation and 18 (90%) provided wrong answers.

An example of a correct answer is:

“يقوم الفريق الثاني بفحص قطعة الأرض المذكورة أعلاه والتحقق من حدودها ومعالمها
معابنة قانونية تامة لا مجال للشك فيها.”

Examples of wrong answers for the part “to have completely and legally satisfied himself as the condition thereof” are:

“يجب أن يكون مقتنع تمام الاقتناع والرضا”، “يجب أن يكون راضياً بشكل كامل
وقانوني عنها كشرط منه”، “يجب أن تستجيب كلياً وقانونياً لرغبته حسب الشروط أعلاه”
“وعليه رؤيتها ليقنع بها تماماً وبشكل قانوني كشرط من شروط هذه الأصناف.”

The verb “*check*” in this clause is a key element, and its Arabic equivalent is the verb “عابن”. The translations given by a good number of respondents was “فحص”, which is the literal, direct meaning of “*check*”. This is not to say that this choice can be discounted, and it could be used as one of the equivalents. Yet the common translation that is now generally accepted and gained currency in the Arabic legal writing is the verb “عابن”. The respondents’ choice of “فحص” may be attributed to their unfamiliarity with such texts in Arabic, and this is of course evident in their limited specialized vocabulary in the legal field.

The verb “shall” in the legal writing in English is habitually used, yet its translation in Arabic tends to vary from a professional translator to another. It is preferable to use the present tense in Arabic as a formal equivalence of “shall”, and this is a common accepted practice among translators in the field of legal language. Yet, while one cannot judge that using verbs such as “يجب”, or “يلتزم” as equivalents for “shall” is wrong, but the style of Arabic legal writing has set some standards, among them is the use of the present tense (only) as an equivalent in meaning and force to that of “shall”. In a number of instances, some respondents resorted to using such verbs (يتوجب يلتزم يجب), and this tendency is usually attributed to the lack of training, and the unfamiliarity with the norms of legal writing in Arabic.

Borders and landmarks as two terms used in legal contracts pertinent to land and real estate are also key elements in this clause, and if the translator is not acquainted with them and with their Arabic equivalents, he\she has to search for them in this particular context, or ask a practicing specialist in the field. The model translation provides “حدود” and “معالَم” for borders and landmarks respectively. Nevertheless, some respondents chose to disregard both of them and some only translated the word “borders” without translating

the other word. The strategy of deletion in legal translation is not tolerated, due to the critical nature of the text, and important implications of each and every key word in legal writing (deletion is hardly acceptable in all fields of translation, and may only be used by established translators, most specifically in literary translation).

The parties have agreed that the payment of the price of the plot **Item 9**
described above shall be as follows:

As shown in Table 19, 15 respondents (75%) provided a correct translation and five (25%) provided wrong answers.

Examples of correct answers are:

"اتفق الفريقان على أن طريقة سداد قيمة الأرض المذكورة أعلاه كما يأتي" and "اتفق الفريقان على سداد ثمن قطعة الأرض أعلاه على النحو التالي".

Examples of wrong answers are:

"اتفقت الأطراف على دفع ثمن القطعة المذكورة أعلاه على النحو التالي:"، "اتفق الطرفان على أن دفع المبلغ المتفق عليه يكون كما يلي"، and "تفق الطرفان على ثمن القطعة المذكورة أعلاه يجب أن يكون على النحو الآتي".

This statement, unlike the previous ones, is straightforward and contains no legal terms, but there were a number of respondents who failed to give a correct sentence in the target text. The difficulty for them stems from the word “parties” and the verb “have”. On a referential level, these respondents are not able yet to understand that the contract is bilateral, and not multi-lateral, and therefore they render the word “parties” into the Arabic plural “الأطراف” or

“الفرقاء”. The verb “have” was not dealt with as a helping verb, rather it was understood by some respondents as a main verb to mean “must” or “shall”.

This explains why there were some translations such as:

"يجب على الأطراف دفع سعر المبلغ المتفق عليه كما يلي"

Some of the correct translations of this item involved some grammatical mistakes on the level of subject-verb agreement. Some respondents, due to their lack of formal knowledge in their mother-tongue, were not able to match the dual subject and the verb, or the plural subject and the verb (by those who kept the word “parties” in the plural in the target text), e.g. “اتفقا الطرفان”. And

As to the same point, some respondents, even in the correct translations, failed to deal with the dual as well in its nominative form, e.g. “اتفق الطرفين” instead of “اتفق الطرفان”.

*An amount of JD shall be payable upon **Item 10** signing the contract.*

As shown in Table 19, only 14 respondents (70%) provided a correct translation and six (30%) provided wrong answers. An example of a correct answer is: “يتم دفع مبلغ (دينار أردني) عند توقيع العقد”. An example of a wrong

answer is “يبلغ مقدارها (دينار أردني) عند توقيع العقد”.

This sentence was set in a separate item because it is significant in its legal effect. The adverb “upon” here is very important and critical and should be dealt with carefully. Most respondents translated this sentence in a satisfactory way, yet some of them involved vagueness and were incorrect. The verb “shall” here is also a key element, and some respondents failed to translate it according to the normal style in the legal writing in Arabic, and even some respondents chose not to mention it altogether, as in the following example:

"ويبلغ مقدارها ...دينار عند توقيع العقد."

The translator here tried to keep this sentence connected with the one before, and that resulted in making it more complicated and vague, and omitting the verb “*shall*” which is indispensable in the legal text.

Another respondent endeavored to be more communicative in his approach to the translation, so he/she opted to explicate the subject in the sentence: "يدفع

الطرف الثاني مبلغ قدره ... دينار أردني عند تحرير العقد"

The translation is sound on the stylistic level, but it has a grammatical and a referential mistake. The grammatical mistake is in the noun “مبلغ”, since

it is an object, and should be in the accusative form (النصب) and not in the nominative form (الرفع). This could be sometimes justified by haste and inaccuracy, but it is also attributed to the lack of competence in the target language.

*The balance being JD shall be payable upon **Item 11** completing the transfer and the registration process at the Department of Lands and Survey. (The transfer of title of real estate is not valid except upon its registration with the Department of Lands and Survey.)*

As shown in Table 19, only four respondents (20%) provided a correct translation and 16 (80%) provided wrong answers.

An example of a correct answer is:

"يتمُّ سداد المبلغ المتبقي (دينار أردني) عند إنهاء معاملة نقل الملكية وتسجيلها في دائرة التسجيل والأراضي. (لا تتحول ملكية العقار إلا عند تسجيلها في دائرة الأراضي)".

Examples of wrong answers are shown in Table 22 below:

Table 22: Sample of wrong translations of item # 11 along with justifications thereto "The balance being JD shall be payable upon completing the transfer and the registration process at the Department of Lands and Survey. (The transfer of title of real estate is not valid except upon its registration with the Department of Lands and Survey.)"

Why	Sample of wrong translations of item # 11	No.
The respondents	"المبلغ الغير مدفوع الذي يساوي (دينار أردني) يجب أن يكمل الدفع مع إتمام عملية النقل	1

faced referential, grammatical, and terminological challenges.	<p>و عملية التسجيل في قسم تسجيل عقار الأراضي. (يجب أن لا ينقل عنوان العقار إلا إذا تم تسجيله في عقار الأراضي.)</p> <p>"يدفع المبلغ المستحق و مقداره (دينارا) عقب إتمام عمليتا التحويل و التسجيل في دائرة التسجيل و الأراضي. (يحول حق ملكية العقار عقب تسجيله في دائرة الأراضي.)"</p> <p>"دفع مبلغا مساويا ل(دينار اردني) عند اتمام عملية النقل والتسجيل في دوائر الأراضي . (لا ينقل عنوان العقار الا عند تسجيله في دوائر الأراضي)."</p>
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Referential information and terminological accuracy are two recurring weaknesses in the respondent's work. The researcher has already discussed a lot of areas where these problems were evident in the translations provided by the translators, especially regarding formal names for people and organizations and governmental bodies, such as the Department of Lands and Survey, which was translated by almost all of the respondents to "دائرة الأراضي" although it is actually "دائرة الأراضي والمساحة" in Jordan (see item (7)).

On the terminological level, the term "title" was a key element in this item, and some respondents failed to specify the meaning of this word in this context. 60% of the respondents translated the term "title" into "عنوان", which is the semantic sense of the word that first comes to mind. This mistake is attributed to respondents' lack of relevant terminological competence, and also the lack of appropriate training and resources, since it is obvious that the

research abilities and the skill of using dictionaries and relevant terminologies and reference books, in addition to using the internet as a source of information. For instance, the term “title” could have been properly translated into its suitable Arabic equivalent if this percentage of the respondents only looked the word up in a general monolingual dictionary, like the Merriam Webster’s (where ownership is the second sense of the word) or Longman Dictionary of Contemporary English. Furthermore, the use of any basic legal dictionary which will definitely define the word and give further information that may help the beginner translator and provide him/her with the relevant terminology.

This item required a special stylistic skill, which is the ability to maintain coherence and cohesiveness, especially in relation to the article as a whole. Some respondents used pronouns, and some of them even used unreferenced pronouns (not an anaphoric nor a cataphoric references), and this constitutes breaking a general rule in writing, and it is categorically unpermitted in legal writing because of the obscurity it creates. An example of this error is: *... تدفع*."

عند انتهائه من عمليات النقل والتسجيل."

The pronoun in the word “*انتهائه*” had no reference, nor the slightest

connection with the previous clause or even the previous article. This translation in real-life situations could be considered misleading and may jeopardize the translator and his\her clients.

Grammatical challenges were also evident in the respondents' translations of this item. The respondents have not yet developed the skill of using numbers in Arabic, especially with money and quantities. The genitive construction (الإضافة اللفظية) was not properly used in some respondents translations for this item. For example, one respondent wrote: “نفعُ مبلغاً وقدره” (my diacritics). The case in the word “مبلغ” should be the genitive (الجر) not the accusative (النصب). The problem was clearly attributed to a serious incompetence in the target language, especially when the same respondent wrote: “نفع مبلغاً مساوياً”, where the addition of the adjective and insisting on the accusative case clearly show that the mistake is not attributed to inaccuracy in as much as it is a linguistic problem.

*Breaching any obligation hereunder or article herein shall lead to **Item 12** the revocation of the contract, refund of all amounts paid, and damage compensation in the amount of JD (.....).*

As shown in Table 19, seven respondents (35%) provided a correct translation and 13 (65%) provided wrong answers. An example of a correct answer is:

“إن الإخلال بأي التزام أو بأية مادة من مواد هذا العقد يؤدي إلى إلغائه وإرجاع المبالغ المسددة والتعويض عن الأضرار المترتبة بقيمة مقدارها (دينار).”.

Understandably, novice translators usually shun translating formal adverbs such as “*hereunder*” and “*herein*”, and even their equivalents in the parallel Arabic legal writing are not determined and have not yet standardized in the profession of legal translation. Nevertheless, some respondents resorted to omission of not only the adverb, but of the word before it. For example, three respondents only mentioned “التزام” and omitted the phrase “*article herein*”. This is of course related to lack of experience, but it is also a critical issue since it resulted in omitting referential information in the contract, and the pragmatics of the text was not appreciated by these respondents who resorted to omission.

Examples of wrong answers are shown in Table 23 below:

Table 23: Sample of wrong translations of item # 12 along with justifications thereto “Breaching any obligation hereunder or article herein shall lead to the revocation of the contract, refund of all amounts paid, and damage compensation in the amount of JD (.....)”

Why	Sample of wrong translations of item # 12	No.
Weak structure. Semantically wrong	"يؤدي خرق أي التزام بهذا العقد الى الغاءه، استرداد النقود المدفوعة، والتعويضات عن الخصومات مع مبلغ وقدره (دينار اردني).	1
Changing the meaning of the item totally.	"يجب الإخلال بأي التزام أو مادة من مواد هذا العقد يؤدي إلى إلغاء العقد، واسترداد كل المبلغ المدفوع، والتعويض عن الالتزامات الناجمة مع مبلغ (.....) دينار."	2
Grammatically wrong.	"اختراق أي التزام أو أي مادة من العقد يؤدي إلى إلغاء العقد، و استرداد	3

Missed information.	كل المبلغ المدفوع، والتعويض عن الالتزامات الناجمة وذلك بمبلغ مقداره (.....) دينار أردني.	
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This item involves a list, and listing, as a linguistic practice, is different between English and Arabic. While English does not use the conjunction “and” between the items of a list, the style of Arabic is not the same, and the acceptable linguistic practice is to use the conjunction “و” between each item in the list.

The term “revocation” was properly translated into its accepted Arabic equivalence in the Arabic legal writing, i.e. “فسخ”, although some respondents chose the more general Arabic word “إلغاء”, which is equivalent to “*cancellation*”, and legally speaking, there is a subtle difference between the two. Lack of acquaintance and knowledge in the legal field, in the source language and the target language may be responsible for such mistakes, and here comes the importance of specialized intensive training for beginner translators.

This contract shall be subject to and interpreted in accordance with the laws of the Hashemite Kingdom of Jordan. **Item 13**

As shown in Table 19, six respondents (30%) provided a correct translation and 14 (70%) provided wrong answers.

Examples of correct answers are:

"يجب أن يخضع هذا العقد إلى قوانين المملكة الأردنية الهاشمية ويفسر بناء عليها"، يجب أن تخضع وتوضح هذه الاتفاقية بناءً على قوانين المملكة الأردنية الهاشمية، and "يخضع هذا العقد ويُفسر حسب القوانين السارية في المملكة الأردنية الهاشمية".

Examples of wrong answers are:

"يجب ان يخضع هذا العقد وفقا لقوانين المملكة الأردنية الهاشمية"، "يجب أن يكون العقد محل /وأن يكون واضح وفقا لقوانين المملكة الأردنية الهاشمية"، "ان يكون هذا العقد خاضعاً و مصورا وفقاً للقوانين الصادرة من المملكة الأردنية الهاشمية" and "هذا العقد سوف يسجل و يوضح وفقا لقوانين المملكة الأردنية الهاشمية".

There was one instance of Googling in one of the respondents' translations.

Although using the service of Google Translate can be sometimes useful in identifying a word or a phrase, it cannot by any means be tolerated if used to translate complete sentences and paragraphs. Resorting to basic machine translation techniques, such as Google Translate is attributed, again, to lack of intensive training, which in turn is responsible for lack of rigor and professionalism among some novice translators.

The researcher discussed in detail the intricacies involved in dealing with the verb "*shall*" in the English legal writing (see item (8)).

Consistency is an issue to note in this item. The term "*contract*" is mentioned not for the first time of course, but the translation given to the term in this item differs from the one given in the beginning of the same legal text. Some respondents used the correct equivalent "عقد" in the beginning, yet they

failed to preserve consistency later in the text, and used the word “*تفافية*” as a translation for “*contract*” in this item, although there should be a clear distinction between the two, by the lay person, let alone the translator in the legal field. This lack in consistency is immediately linked to the lack of general knowledge in the English vocabulary and the inability to draw distinctions between related words in the same semantic field.

The court ofshall be the court of jurisdiction to settle **Item 14**
any dispute that may arise between the parties hereto

As shown in Table 19, five respondents (25%) provided a correct translation and 15 (75%) provided wrong answers.

Examples of correct answers are:

“تكون محكمة () المحكمة القضائية في الفصل في أي نزاع قد ينشأ بين طرفي العقد. ”
and “إذا وقع أي نزاع بين الأطراف تحال إلى محكمة () ذات سلطة قضائية.”

Examples of wrong answers are:

“في حالة احتمال وقوع أي نزاع بين الطرفين فإن المحكمة المتخصصة في فض النزاع هي المحكمة () السلطة القضائية تحت أي نزاع يمكن أن يظهر بين الأطراف في العقد. ”، “محكمة () عليها ان تكون محكمة قضائية لفصل أي نزاع يمكن ان ينشب بين الأطراف عند توقيع العقد.” and “تكون محكمة () المحكمة القضائية للفصل في النزاعات التي قد تقع بين طرفا العقد..”

This item is a specific formula in the legal writing, both in English and Arabic, and translators are expected to always acquaint themselves with the right and commonly acceptable formulas in the writing system in question. In

light of the respondents' general unfamiliarity with the legal language of both the source language and the target language, some of them failed to give a clear and appropriate translation of this item.

Some respondents were unable to understand the intended meaning of jurisdiction in the source text, and they chose to use a word related to the judicial system, and this is unacceptable. The translator here should make sure to convey the meaning of "competent court" in the target text, and should use the word "مختصة". What is more, some respondents failed to be stylistically relevant to the nature of the legal text. This is evident in some phrases such as "عليها أن", which is syntactically weak, and stylistically inappropriate, since it mentions the pronoun after the noun, and because the use of pronoun is not preferable in legal texts.

It is clear that some respondents do not differentiate between "*jurisdiction*" and "*judicial*" and this is attributed to lack of knowledge in the legal terminology in the source language, and this resulted in a referential mistake, since "السلطة القضائية" refers to "*Judicial System*".

Furthermore, the use of the preposition "تحت" cannot be justified here, and it is clearly a random choice by the translator. The use of this preposition

resulted in a lack of cohesiveness, and is attributed to the respondent's incompetence in his/her mother-tongue and its writing system. Novice translator should be trained extensively on the aspect of consistency, especially in the area of legal translation.

*This contract consists of ten articles including this one, and is **Item 15** executed in duplicate, and each party shall maintain one.*

This contract is made on / /

For the First Party For the Second Party

Full name:

Signature:

First witness Second witness

As shown in Table 19, six respondents (30%) provided a correct translation and 14 (70%) provided wrong answers.

This is also another example of the ready-made formulas that beginner translators should study and practice on before undertaking any translation of a legal contract. These formulas are habitually repeated, and there is usually an acceptable form that could be followed. The ability of beginner translators to locate such formulas and to carefully study them will be very helpful in the translation process. This will also make the task simpler, especially that some words and phrases will not be translated literally, but they will be adopted according to the acceptable norms of the source language.

Here, the researcher focused on the first part of this item and the phrase “*for the First/Second Party*”. Examples of correct answers are:

"يتكوّن هذا العقد من عشرة بنود، بما فيها هذا البند وقد حرر من نسختين، وقد استلم كل يتكون هذا العقد من عشر بنود من ضمنها هذا البند، وتم " and "فريق نسخة منه. تحريره في نسختين بيد كل من الطرفين نسخة للعمل بها عند اللزوم."

Examples of wrong answers are:

يتضمن هذا العقد عشرة بنود، متضمنا هذا البند، موضحا في نسخة طبق الأصل، " يتكون هذا العقد من عشرة مقالات بما في هذه، ويتم " and "وإعطاء نسخة لكل طرف يحتوي هذا العقد على عشرة بنود بما فيهم هذه تحريره في نسختين، نسخة لكل طرف. "المادة، وهو قابل للتنفيذ، بحيث تسلم كل نسخة منه

As to the phrase "*for the First Party*", it was wrongly translated by all respondents into "الطرف" and "الفريق الأول"، "للطرف الأول"، "بالنسبة للطرف الأول" while it should be translated into "بالنيابة عن الطرف/الفريق الأول".

The phrase "*and is executed in duplicate*" is particularly interesting, since it was translated by a number of respondents literally without any consideration of the norms of legal writing in Arabic. This is usually, as we have mentioned, the result of lack of knowledge and acquaintance with parallel texts in the target language, and the absence of careful training in this area. "*In duplicate*" was translated by a number of respondents into "متكرراً" and by some into "مع" "جواز تكراره". In addition to being incomprehensible in this context, the use of "متكرراً" or the other "مع جواز تكراره" indicated that these respondents were

inattentive to the particularity of the legal text, and this allowed them to take liberty in their translations.

Additionally, issues such as lack of knowledge and training explain to us why most respondents failed to translate the last part of the contract correctly. The phrase “*for the First Party*” and “*for the Second Party*” were translated by the majority of the respondents simply into “الطرف الأول” and “الطرف الثاني”, and disregarded the presence of the preposition “*for*”. This of course resulted in a major referential problem, since the source language refers to something completely different from that to which the target language refers.

It is worth mentioning that the obtained mean score of the legal Part II test is (14.05); while the required cut – off mean score is (36). This result means that the respondents failed to achieve the required mean scores. Accordingly, the respondents are unable to translate legal texts adequately.

Chapter Five: Conclusions and recommendations

5.1 Introduction:

This chapter presents a brief summary and a short discussion of the findings of the two tests. It also attempts to explain and interpret the results in light of the reviewed literature. The chapter concludes with recommendations and suggestions for future research.

5.2 Summary of results related to the two tests

5.2.1 Summary of results related to Part I test (Arabic – English)

As per results reported in Table 2, there are some challenges encountered by novice translators. The researcher categorized these challenges into four broad types, namely: (i) semantic-related challenges (including mistranslations, comprehension-related errors, referential errors); (ii) style-related challenges (including misuse of capitalization, punctuation, formal and informal and usage of special modal verbs like “*shall*”); (iii) grammar-related challenges’ (including tenses and verb-subject agreement); (iv) research-related challenges such as googling (i.e. using Google Translation software haphazardly). Results related to challenges encountered by novice translators while translating legal

texts from Arabic into English indicate that most of the novice translators failed to correctly translate this part in particular. This result is in line with Abu Al Haijaa (2007) as he stated that

Arabic and English have different structures and styles. Most beginner translators found it difficult to render Arabic legal texts into proper English idiomatic expressions (p.37).

Respondents also faced style-related challenges, such as misuse of capital letters and punctuation. This result is in line with Farghal & Shunnaq (1992) who classified the problems encountered by M.A. translation students at Yarmouk University into three categories: syntax-related problems, layout-related problems, and tenor-related problems. Furthermore, this result is in line with Elayyan (2010) as she 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. However, the researcher disagrees with the former study since it used items isolated from their context.

Most respondents showed lack of knowledge in the basic elements of contracts and agreements. This result particularly is in line with Saqf Al-Hait (2010) who argued that contracts have substantial and formal elements that should be taken into consideration when preparing contracts. He mentioned

that these elements include, among others, title of contract, contract parties, legal capacity of contracting parties and preamble.

Novice translator faced some challenges due to lack of knowledge of certain features of legal language. This finding agrees with Mellinkof (1982) as he laid the definition of four elements of legalese: formalisms, such as now come; archaic words, such as thereof; redundancies, such as each and every; and Latin words, such as per annum, inter alia. This result is also in line with Boleszczuk (2009) who observed various hallmarks of legalese including, among others, unfriendly design and layout, solid blocks of dense text with scarce punctuation, overuse of capitalization, deficiency of white space and margins and wordiness; i.e. using tautological phrases conjoining words of the same meaning.

Results also agree with Sarcevic (2000) as she indicated that "the basic unit of legal translation is the text, not the word" (p.5). Hence, the researcher chose two full legal texts so that he can measure the ability of the respondents properly.

Results also agree with Crystal & Davy (1986) who proclaimed that

legal documents were usually made as a solid block of script whose long lines are from margin to margin and there were no patterns of spacing or indentation to indicate the limits of the paragraphs or the relation between them. (p.197)

This is especially true when it comes to the translation of item three where

16 respondents (80%) mistranslated the same (see Table 2, p.43).

Most respondents have no or very little knowledge on the style and structure of legal texts as they failed to translate most of the items given. This result is in line with Emery (1989) as she elaborated on the features of Arabic legal documentary texts and compared them with their English counterparts. Emery recommended that novice translators should be able to appreciate the structural and stylistic differences between English and Arabic discourses.

Most respondents misused capitalization method. Capitalization should be employed in a correct manner in legal texts where it has a specific function. This result is in line with Bouharaoui (2008) where he argued that English Legal texts, particularly, contracts have certain layout features employed when they are drafted, among which are paragraph division, indentation, punctuation, capitalization, bold-typing, and italization... etc. He stated that each of these norms has a function within legal texts. He clarifies that

the layout of Arabic legal contracts, on the other hand, differs to some extent from that of the English contracts; even within the Arab world each country has special layout norms to be respected (p.4).

Furthermore, some respondents failed to render certain terminology into their appropriate equivalence in target text due to the differences between the two systems. This result is in line with Pinto (2010) as he pointed out that

each legal system has its own vocabulary. It is the translator's job to search for terms that often do not fully correspond to the meaning of

the word in the source language, or which may not even exist in the target language (p.1).

The results indicated that lack of basic knowledge in the field of legal translation is a major reason behind these challenges. Interviewing the three novice translators and two professors in this research indicated that the major reasons behind the challenges faced by novice translators are related to: unfamiliarity with some legal expressions was the main challenge, inability to find the equivalence in ordinary dictionaries and the need for more specialized dictionaries and resources (hard and soft copies), lack of basic knowledge of legal systems and terminology, the ambiguity of some legal terms and phrases, uncertainty about which translation technique can be more appropriate to render the meaning accurately, profusion of sophisticated vocabularies and lack of awareness of the importance of the context in translation.

5.2.2 Summary of results related to Part II test (English – Arabic)

The sample test that was handed over to novice translators who were fresh graduates from universities in Jordan was generally accessible, or believed to be accessible, to workers in the field of legal translation.

As per results reported in Table 19 (p.69), respondents have some basic issues that are related to language competency, whether in Arabic, which is

the respondents' mother-tongue, or English. Most respondents showed that they lack basic knowledge and understanding of the linguistic structures of both languages, and that was evident in some basic grammatical mistakes in Arabic. This fact is reiterated by all and every translation theorist, that any translator must have a very good background in two languages at least, on the linguistic and the extra-linguistic levels as well, such as the culture and the literature two languages.

One obvious problem that respondents faced is the inability to break from usual discourses and to be sensitive to the legal discourse, in the phases of linguistic analysis, which is the phase before the actual translation, and during the translation process itself. For instance, Crystal and Davy (1969) stressed the fact that legal texts are "the least communicative, in that it is designed not so much to enlighten language-users at large as to allow one expert to register information for scrutiny by another". This is why Emiry (1989) said that novice translators should be able to appreciate the structural and stylistic differences between English and Arabic discourses.

It is natural for any translator, let alone novice translator, to face certain difficulties concerning the lexical level, yet, some respondents showed a lack of the fundamental lexical structure for a translator in the legal field. This aspect was discussed in Abu Al-Haijaa (2007) when he discussed one major

difficulty that usually faces translators in the legal field between English and Arabic, i.e. the lexical-related challenges that may be responsible sometimes for grave referential mistakes (i.e. dictionary meaning). The lexical challenge cannot of course be isolated from the issue of the particularity of the legal discourse, since words cannot take meaning in isolation, and it is only within contexts that words can function appropriately. Although other researchers, e.g. Sarcevic (2000), suggested that "the basic unit of legal translation is the text, not the word" (p.5), but in reality legal texts are as much about words and fixed phrases as they are about sentences. An obvious example in our analysis of the respondents' translation is a word as simple as "*parties*", where some respondents failed to determine its referential meaning throughout the text.

On the other hand, structure-related challenges were also present in the respondents' translations. This could be naturally linked to the very first and essential point regarding language competency, and the formal knowledge the translators develop during their professional training as translators. Abu Al Haijaa (2007) discussed the tendency in English legal texts to write longer sentence, especially in the preamble. Handling the complexity of structure by beginners in the field is an aspect worth highlighting, since what they assume as untenable to translate is most probably due to the fact that their training courses did not include studying parallel texts in their native language as some

of the researchers suggest.

The researcher also noted that some respondents reflected a sort of indifference to the style of the target language, and this, according to Vermeer (1996), is due to the tendency to adopt the strategy of literal or semantic translation, as suggested by Newmark (1981), in translating legal texts. But neither Newmark nor Vermeer supported this strategy without considering the pragmatic significance of the target text. Newmark (1981) stated that the translator should be as literal as possible, but at the same time he said that translators should be as free as necessary, according to the pragmatic requirements in the text. Literal translation at the expense of the pragmatic meaning is one obvious mistake that many respondents committed in their translations. Sarcevic (2000) highlighted the idea that translators should 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 (p.70-71)", and this idea is directly connected to Vermeer's Skopos theory (Vermeer 1996).

5.3 Results of interviewing novice translators and professors:

Confirming results of the test, the researcher interviewed three novice translators and two professors informally. The interviews were conducted in

English. Novice translator, three females (22-28), with 1-2 years experience in translation. The professors of English language and literature who teach translation were two males. Novice translators were looking for jobs in a translation agency or office. On the other hand, the professors were teaching at private and public universities in Amman. The researcher asked them three questions.

Q1. What are the main challenges that novice translators might face when translating contracts and agreements?

Q2. What are the main reasons behind these challenges?

Q3. What suggestions do you recommend to address these challenges and promote translation quality for novice translators in contracts and agreements?

5.3.1 Summary of the results related to the first question in the interviews-

What are the main challenges that novice translators might face when translating contracts and agreements?

Three novice translators and the two professors in translation and literature were interviewed and asked three questions. The first question dealt with the challenges that they encountered while translating the two legal texts. Their answers are summarized as follows:

1. Unfamiliarity with some legal expressions was the main challenge;

2. Inability to find the equivalence in ordinary dictionaries and the need for more specialized dictionaries and resources (hard and soft copies);
3. Lack of basic knowledge of legal systems and terminology;
4. The ambiguity of some legal terms and phrases;
5. Uncertainty about which translation technique can be more appropriate to render the meaning accurately;
6. Profusion of sophisticated vocabularies;
7. Unfriendly design and layout of legal texts;
8. Using old English which is not normally used in modern Standard English.
9. The very fact that they do not understand certain legal terminology or expressions in their own language;
10. Lack of intensive legal-related courses;
11. Lack of knowledge in legal features and that might not help novice translators apply these features while translating a legal text.
12. Lexical and structural difficulties; Lexical: such as (preamble, appropriations and liens). Structural: one must pay high attention to target language in order to render the text in question correctly to the source language.
13. Lack of hands-on experience in finding an equivalent in the target

language due to lack of specialized dictionaries for legal terms.

14. General weakness in standard Arabic since the focus is largely made on learning English language rather the standard Arabic language.
15. Some terms may not be familiar to novice translators in both languages; i.e. source language and target language.

The professors in translation and linguistics answered this question based on their experience. The first professor, an associate professor in English language and literature at the Applied Science University, stated that the major challenge which novice translators face is the very long sentences which actually the prominent feature of legal style. This predilection for lengthy sentences both in English and Arabic is due to the need to place all information on a particular topic in one complete unit in order to reduce the ambiguity that may arise if the conditions of a provision are placed in separate sentences. Here, novice translators encounter the challenge of how to properly separate these lengthy statements and render their meanings.

The modal verb "shall" In ordinary English, "shall" typically expresses the future tense, while in English legal language "shall" does not indicate futurity, but it is employed to express a command or obligation. Novice translator often fail in rendering this verb in a correct manner.

Legal translation deals with texts written for highly qualified people whose

prior knowledge of the specific meanings of the legal text becomes a prerequisite in dealing with these texts or handling them. A legal text is written to be interpreted by professional people who have an idea about the intricacies of the laws or the legislations or the contracts and agreements in question. A legal text is “NOT”, as he stressed, expected to be handled by common people.

Legal texts have their own jargon and terminologies which make it a difficult, risky and challenging task for a novice translator with limited experience. Legal translation is often more difficult than other types of technical translation because of the system-bound nature of legal terminology

Legal language has many words that have a legal meaning very different from their ordinary meanings which confuse novice translators.

The second expert mentioned that the main difficulty in translating a legal text is that it usually has a special complex layout and idiomatic expressions which should be memorized. He clarified that “novice translators often do not understand what they are translating since they lack the basic knowledge of legal systems and terminologies”. Moreover, he indicated that the main challenges encountered by novice translators in translating legal texts are:

1. Some novice translators lack exposures to legal translation.
2. Many novice translators do not have a clear-cut understanding of what a

contract or an agreement is.

3. In many cases, the weak legal background of novice translators, even in Arabic, makes them unable to guess the equivalent context in the target language.
4. The nature of legal language, itself, should be considered. Often the structure preferred is complex-compound sentences which make a point expressed in ONE sentence that takes the space of ten lines. This is evident in most of the preambles of agreements or treaties. In our Glorious Quran, the longest single ayah in the Book is "Ayatuldian", which deals with the question of "Debt".
5. The fact that laws and legislations vary from one country to another and therefore their interpretation differs from one culture to the other. Each legal system is situated within a complex social and political framework which responds to the history, uses and habits of a particular group. This complex framework is seldom identical from one country to another. This is an added dimension to the difficulty in the field.
6. Lack of background in the field that novice translators should have. Legal translation, if it is to be given properly, must be preceded by a general course entitled "The Language of Law and its Terminology". This is necessary because it exposes students to the type of this

language before starting practicing translation.

7. Weakness of students in both languages Arabic and English. The vast majority of our students don't know the legal terms even in Arabic. So how can they translate into English what they don't know in their native language?
8. Many translation instructors are entirely unqualified to teach translation in general and legal translation in particular. He stated: “In some universities the courses of translation are assigned to some instructors who have shortage in their teaching load”;

5.3.2 Summary of the results related to the second question in the interviews – What are the main reasons behind these challenges?

The second question of this study is about the reasons behind the challenges that novice translators encounter when translating contracts and agreements.

The answers of the three novice translators were as follows:

1. Lack of knowledge of how to overcome the issues of style and design of both languages;
2. Lack of legal awareness and lack of legal interaction;
3. Lack of knowledge of translation strategies and theories;
4. The need of effective researching skills to save effort and money;

5. Lack of courses that deal with legal language and law in general;
6. Lack of knowledge in legal texts;
7. Lack of skills needed in translating legal texts;
8. Lack of awareness of the importance of the context in translation.

The translation professors had their own point of view regarding the reasons that might stand behind the poor translations of some legal texts. For instance, the first professor mentioned that “a general course in law must be obligatory in Jordanian universities in both English and Arabic for those majoring in translation. He also added that “legal language expressions are more difficult than ordinary plain language since they are designed in highly complicated-structures”. He also shed light on the “illiteracy of novice translators” indicating that they do not read: “they should read, read and read!” He stated that novice translators’ knowledge in legal systems and laws is very poor. He summarized the main reasons behind these challenges as follows:

Novice translators do not know where to go when they face certain legal jargon. They refer to their own experience to translate such terms or expressions leading to mistranslations or meaningless statements.

Each legal system has got its own unique vocabulary. It is therefore a novice translator's job to search for terms that often do not fully correspond to the meaning of the word in the source language. Nevertheless, using the

appropriate word depends a lot on the translator's technical knowledge.

Legal translation is particularly difficult because framing of laws is dependent upon the local culture. The wordings have to be very accurate with no ambiguity. It does not only require linguistic skills but, even more importantly, knowledge of both legal systems involved: the legal system related to the original language as well as the legal system related to the target language.

He concluded that challenges basically emanate from the fact that there often exist no target equivalents for legal terms or concepts in the source text. For example, legal institutions, judicial systems, and courtroom procedures often vary considerably from one country to another.

The second professor stated that some of the main reasons behind these challenges encountered by novice translators can be summarized as follows:

- Legal translation, if it is to be given properly, must be preceded by a general course entitled "The Language of Law and its Terminology". This is necessary because it exposes students to the type of this language before starting practicing translation.
- Novice translators who do not have a legal education and experience might be able to make an acceptable translation of a legal text, at least in some instances. However, if they are to render an acceptable legal

translation in all cases, such translators need to have knowledge of both legal systems involved. Novice translator, he added, might face challenges related to the specific legal features and characteristics.

5.3.3 Summary of the results related to the third question in the interviews

- What suggestions do you recommend to address these challenges?

The aim of this section is to pinpoint some solutions and suggestions to avoid the major challenges in translating legal texts. The three novice translators provided some suggestions as follows:

Universities and translation services should:

1. Provide novice translators with the basic legal knowledge in their B.A. program;
2. Pay more attention to legal translation in general in the B.A. program;
3. Establish a special club in the university for legal translation issues and events;
4. Provide students with the basics of technical translation in general and legal translation in particular;
5. Coordinate with lawyers and legal officers to conduct live real seminars or courses on legal systems and styles;
6. Increase the number of courses that deals with translation in general

and legal translation in particular.

On the other hand, the two professors provided the following inputs according to their own experiences. The first professor stated that the legal field is a highly technical and difficult one. It tackles different types of works which require both legal expertise and complete mastery of two or more languages in order to strike a balance between accuracy. He added that it is obvious that the care, training and experience required to produce a legal translation and solve the problems mentioned above make it essential for a novice translator to carry out the translation. He recommended that a novice translator, specifically, beware of general legal terms and concepts. He stressed that a novice translator must also be a well-versed general technical translator, as the documents he or she is presented with often also pertain to a technical subject matter (e.g. patent litigations, court expert reports, agreements or contracts). He added that translators must be able to use legal language effectively to express legal concepts in order to achieve the desired effect and they must be familiar with the conventional rules and styles of legal texts in every field of the individual legal systems. He stated that a novice translator should have the least basic knowledge in three key areas. The first area is the comparative law. This requires having a basic knowledge of the legal systems of both the source

and target languages. Specific legal expressions and terminology are the second area. This requires one to be familiar with the specific terminology of the particular legal field(s) dealt with in the source and the target text. The third area is the legal writing style. This requires one to be competent in the specific legal writing style of the target language. Finally, he noticed that conducting specialized courses in legal translation by well-qualified instructors during the B.A. program is essential with respect to enhance the students' performance.

Concerning the third question, the second professor provided the following inputs:

- The admission policy must be reviewed by the Ministry of Higher Education. If this does not happen, then universities must have an internal policy for admission in the field of translation. Universities must refrain from considering translation major as a source of income.
- Only well-qualified instructors must be assigned to teach translation in general and legal translation in particular.
- More courses must be given to enhance the language standard of the students in the translation major.
- Translation clubs must be established in universities to help students increase their basic background in legal translation.

- Participating in translation competitions. Universities should encourage and must be generous with students in allocating budgets for these competitions.
- A graduation project for translation students must be assigned with a very high quality of seriousness not as what takes place now in a variety of universities.
- Much emphasis should be laid on stressing not only the need to highlight terminologies but also the extra care that should be laid in using them. Any slight mistake will have adverse consequences. Much attention should also be laid on understating thoroughly the legal text before attempting the process of translating it.

5.4 Conclusions

The data obtained by means of test and interviews indicated that novice translators encountered many challenges while translating legal texts such as failing to correctly render many items from Arabic into English. Literal translation along with grammatical errors resulted in poor performance by the respondents in the test.

Novice translator and professors elaborated on the reasons behind these challenges and through their answers it was clear that unfamiliarity with legal

systems and lack of basic knowledge in the legal translation field are major reasons for poor translation of legal texts. It was also concluded that novice translators have no or a very little on-hands experience in the field. It was clear that students' performance in translating legal texts is very poor as reflected in their low scores on the legal test, especially in Part I (Arabic – English). The interviews confirmed these results as novice translators agreed that they lack the basic knowledge in the legal translation field. Novice translator also agreed with suggested solutions for such challenges.

5.5 Recommendations

The present study addressed challenges that novice translators encounter in translating contracts and agreements in Jordan and the reasons behind them. In light of the results of this study the following are recommended:

- Novice translators who wish to become professional in legal translation should be competent in both source language and target language.
- Novice translators should be exposed to various legal texts translated by professional translators with a view to enhancing their performance.
- Legal translation should be taught by competent instructors and

specialists since they can address such challenges in a professional manner.

- Novice translators should read as much legal texts written in their own language as they can in order to have an idea about these texts.
- Novice translator should consult specialized resources (e.g. dictionaries, online resources) to get the correct equivalents of legal terms in question.
- Novice translators should be offered introductory courses in translating legal texts to improve their performance in that field.
- They should Look for similar legal texts translated by professional translators;
- legal translation guides should be established and distributed to B.A. students majoring in translation to help them in building a solid base to start from.
- A shared database should be established among various translation agencies and facilitating the access to such data for novice translators.
- Free accessible resources related to legal translation should be available for novice translators to improve their knowledge in

translating legal texts, especially contracts and agreements.

- Workshops in the field of legal translation should be held to discuss and exchange views in the most effective techniques to teach legal translation. In this case matters will be discussed without sensitivity or embarrassment. Senior instructors may help in presenting effective techniques to help new ones perform their responsibilities properly. Instructors must also be encouraged to attend similar workshops outside the university.

5.6 Suggestions for future research

It is hoped that this study will contribute to the current research agenda in the field of translation in general and in the field of legal translation in particular.

Below are several suggestions presented for further research in issues related to the present study:

- It might be rewarding to investigate the challenges that novice translators face in translating patents from English into Arabic and vice versa.
- It might be also useful to examine the obstacles that novice translators face in learning translation in general and legal translation in particular

at university.

References

- Abu Al Haijaa, Y. (2007). *Trainee's book*. Amman, Jordan, TAG-Translation, distribution and publishing (TAG TDP).
- Abu-Ghazal, J. (1996). Major problems in legal translation. Unpublished M.A. thesis, Yarmouk University, Irbid, Jordan.
- Abu-Shaqra, M. (2009). Problems in translating collocations in religious texts in light of the contextual theory. Unpublished M.A. thesis, Middle East University.
- Alawi, N. & Fakhouri, M. (2010). Translating contracts between English and Arabic: Towards a more pragmatic outcome. *Jordanian Journal of Modern Languages & Literature (JJMLL)*, 2 (1), 1-28.
- Al-Bitar, T. (1995). Some syntactic and lexical characteristics of legal agreements and contracts written in English. Unpublished M.A. thesis, University of Jordan, Amman, Jordan.
- Altay, A. (2002). Difficulties encountered in the translation of legal texts: The case of turkey. *Translation Journal*, 6 (2), 3-8.
- Boleszczuk, E. (2009). Comparative analysis of legalese and plain English. A case study of wills. Unpublished B.A. thesis, University of Gdansk, Gdansk, Poland.

- Bouharaoui, A, (2008). Layout features of English legal documents: English lease contract as a model (On-Line), available: <http://www.translationdirectory.com/articles/article1775.php>.
- Butt, P. & Castle, R. (2006). *Model legal drafting: A guide to using clearer language*. New York: Cambridge University Press.
- Crystal, D. & Davy, D. (1969). Investigating English style. London: Longman.
- Crystal, D. & Davy. D. (1986). Investigating English style. New York: Longman.
- Dickins J.A. Hervey S.A. & Higgens I.A. (2003). *Thinking Arabic translation: A course in translation method: Arabic to English*. London: Routledge.
- Dong-mei, T, (2009). A stylistic and contrastive analysis of Chinese and English legal document. *Sino-US English Teaching*, 6 (5), 6-17.
- Elayyan, N. (2010). Problems that Jordanian university students majoring in translation encounter when translating legal texts. Unpublished M.A. thesis, Middle East University (MEU), Amman, Jordan.
- Emery, P.G. (1989). Legal Arabic text: Implications for translation. *Babel*, 35, 1-11.
- Enani, M. (2003). *The science of translation*. Egypt: Cairo University.
- Farahaty, H. (2008). Legal translation: Theory and practice. *Journal of the Saudi Association of Languages and Translation*, 1 (2), 6-14.

- Fakhouri, M. (2008). Legal translation as an act of communication: The translation of contracts between English and Arabic. Unpublished M.A. thesis, An-Najah National University, Nablus, Palestine.
- Farghal M. and Shunnaq A., (1992). Major problems in students' translations of English legal texts into Arabic. *Babel*: 38 (4), 203-209.
- Gustafsson, M. (1975). Some syntactic properties of English law language. Publication No. 4. Turku, Finland: University of Turku, Department of English.
- Gaber, J. (2005). *A textbook of translation: Concepts, methods and practice*. Al Ain, UAE: University Book House.
- Hadzivasiliou, R. (2009). The Translation of legal texts: Is legal translation special? Unpublished M.A. thesis, Utrecht University, Utrecht, Netherlands.
- Hickey, L. (1998). Perlocutionary equivalence: Marking, exegesis and recontextualization in the pragmatics of translation. Clevedon: Multilingual Matters.
- House, J. (1997). Translation quality assessment: A model revisited. Tübingen: Narr.
- Mellinkof, D. (1982). Legal writing: Sense and nonsense. St. Paul: West Publishing Co.
- Newmark, P. (1981). *Approaches to translation*. Oxford, Pergamon Press.
- Nowakowski, R. (2009). Comparative analysis of commercial translations of 'kodeks spółek handlowych' - advice for translators. Unpublished M.A.

thesis. National Louis University, Chicago, Illinois.

Qing-guang, W. (2009). *The application of frame theory to translation teaching*. *Sino-US English Teaching*. 6 (11), 1-6.

Pinto, L. (2010). Two legal systems and the term homicide (On-Line), available: <http://www.albaglobal.com/article-print-1877.html>.

Rek-Harrop, j. (2009). Key aspects and problem areas in the translation of certain forms of legal contracts in terms of terminology transfer between two different legal systems: Polish and English. Unpublished M.A. thesis, University of Birmingham, Birmingham, UK.

Sarcevic, S. (2000). A new approach to legal translation. The Hague: Kluwer Law International.

Saqf Al-Hait, A. (2010). *The reliable guide to legal translation*. Amman, Jordan: Dar Al-Thaqafa for Publishing and Distribution.

Smejkalová, T. (2009). Translating contracts. Unpublished M.A. thesis, Masaryk University. Masaryk University, Brno, Czech Republic.

Vermeer, H. (1996). A Skopos theory of translation. Heidelberg: Textcontext.

المراجع العربية

زين الدين، صلاح، (2007)، شرح التشريعات الصناعية والتجارية، عمّان: دار الثقافة.

سامي، فوزي، (1996)، شرح القانون التجاري الأردني، عمان: مكتبة دار الثقافة للنشر والتوزيع.

صبرة، محمود، (2004)، إعداد وصياغة العقود الحكومية بالعربية والإنجليزية. مصر: مكتب

صبرة للترجمة.

Appendix 1

Middle East University Permission Letter

MEU جامعة الشرق الأوسط
MIDDLE EAST UNIVERSITY

Date:

كلية الآداب والعلوم

التاريخ: 2011/3/12

Number:

Faculty of Arts & Sciences

الرقم:

لمن يهمه الأمر

تحية طيبة وبعد،

يقوم الطالب علاء الدين النجار ورقمه الجامعي (20060232) بإجراء دراسة متعلقة برسالة الماجستير التي يقوم بإعدادها بإشراف الأستاذ الدكتور بدر الدويك تحت عنوان " التحديات التي يواجهها المترجمون الأردنيون حديثو العهد في ترجمة العقود والاتفاقيات التجارية " وذلك استكمالاً للحصول على درجة الماجستير في اللغة الإنجليزية وآدابها من جامعة الشرق الأوسط.

يرجى تسهيل مهمته والتي تتطلب إجراء مقابلات مع خبراء وأساتذة مختصين في اللغة الإنجليزية والترجمة، واختبارات في الترجمة لعيّنة من المترجمين المتدربين في مكاتب الترجمة الأردنية.

وتفضلوا بقبول فائق الاحترام،،،،

عميد كلية الآداب والعلوم



أ.د. لويس مقطش



Appendix 2			
Panel of experts and validation committee			
Place of work	Specialization	Rank	Name
Leadership Bureau for Authorized Translation	PhD in International Humanitarian Law	Advocate & the Director of the National Training Program	Advocate Dr. Adel Azzam Saqf Al Hait
Applied Science University (ASU)	Linguistics: Discourse Analysis	Assistant Professor	Dr. Shawqi Y. Hawrani
Talal Abu Ghazaleh for Legal Translation	Legal Translation	Regional Executive Director	Mr. Abdul Muti Abu Sammour
Interviewed experts			
Applied Science University (ASU)	English Language & Literature	Associate Professor	Dr. Ahmed T. Ali
Al-Ahliyya Amman University (AAU)	Applied Linguistics	Assistant Professor	Dr. Suleiman Al- Abbas

Appendix 3**The validation letter**

Dear professors/professional translators,

Based on your experience and know-how in the field of translation, I would like to ask for your assistance in determining the suitability of the legal texts that are used for examining the translators' ability in translating contracts and agreements. Results of these two legal tests will be used in collecting data for my M.A thesis titled (Challenges that novice translators Encounter in Translating contracts and agreements).

The instrument is a translation test that consists of two legal texts; a contract and an agreement that consists of 30 items (15 items each) which novice translators will be asked to translate. The contract will be translated from English into Arabic and the agreement will be translated from Arabic into English.

In order to answer the questions of the study, the participants will be asked to translate the whole documents (i.e. translating these texts in their contexts).

Your time, assistance and cooperation in commenting on the following are highly appreciated:

1. Do the statements cover an efficient amount of legal expressions and statements relevant to contracts and agreements?

2. According to your experience, will this test help showing the challenges encountered by novice translators when translating legal expressions or statements?

3. Please feel free to make any further suggestions or comments:

Appendix 4

Demographic background of the subjects

Dear Participants:

For the purpose of collecting information about the demographical characteristics of the sample, kindly fill in this form by putting an X next to your answer.

Thank you, Alaa Najjar
M.A student, MEU

5	Male	Gender
15	Female	
13	20-24	Age
4	25-29	
3	30-34	
0	Above 35	
17	Jordanian	Nationality
3	Non-Jordanian	
15	None	Number of years worked in translation related fields
4	0-2	
1	2-5	
None	Above 5	

Appendix 5

Translation test (1)

Part I: 15 items from Arabic - English

Dear Participants:

My name is Alaa Mohammad Al Najjar. I am a graduate student at the Middle East University. My major is English Language and Literature. I am doing my M.A. thesis titled “**Challenges that Novice Translators Encounter When Translating Contracts and Agreements in Jordan**”. This test will be solely for conducting my M.A thesis and you are kindly requested to translate the following items (expressions, sentences, paragraphs). Your participation is highly appreciated.

P.S (1): You may use any external resource such as dictionaries and internet.

P.S (2): Please note that the numbers (1-15) between brackets are for correcting and marking the test purposes only.

Translate the following into English:

(1) وكالة خاصة غير قابلة للعزل

(2) أنا الموقع أدناه (.....) أفوض: (...). ليقوم مقامي وبنوب عني في بيع ما مساحته (...). من قطعة الأرض رقم (...). من حوض رقم (...). المسمى (...). من أراضي (...). لمن يشاء، بالبدل والتمن الذي يراه مناسباً. (3) وأفوضه في البيع والهبة والرهن وفك الرهن والإفراز والمبادلة، في حصصي كلها أو بعضها وضمها وتوحيدها مع أي قطعة أخرى يراها مناسبة. (4) وأفوضه باستلام المخططات وسندات التسجيل الخاصة بهذه القطعة. (5) وله حق الإشراف والمناظرة والإدارة وقبض الإيجارات، (6) وفي إنشاء الأبنية عليها، واستصدار التراخيص اللازمة لذلك، وزراعتها وحفر آبار المياه بأنواعها، (7) والتوقيع على الإقرارات العدلية والتعهدات، أمام كاتب العدل لغايات

الرهن أو الإفراز. (8) وله الحق في توجيه الإنذارات العدلية، (9) وإقامة دعاوى باختلافها، أمام جميع المحاكم وتوكيل الغير لتمثيلي أمام المحاكم. (10) وله بذلك التوقيع على كل ما يلزم من الأوراق، أمام دوائر الأراضي والمساحة (11) وجميع الدوائر الرسمية، وغير الرسمية في المملكة الأردنية الهاشمية المتعلقة بهذا الخصوص وكالة غير قابلة للعزل كوني قبضت الثمن كاملاً.

(12) شاهد..... شاهد..... الموكل

(13) في اليوم الواقع من شهر.... لسنة ألف وأربعمائة...هجريه، الموافق... من الشهر... لسنة ألفين... ميلادياً (14) حضر لدائرتي الرسمية ... أنا الكاتب العدل في ... وطلب إليّ تصديق هذا السند وبإجراء التعريف القانوني عليه من قبل الشاهدين أعلاه، عقدت مجلساً للعدل، وتلوته عليه، فأقر وأعترف بمحتوياته ووقعه بحضوري وحضور الشاهدين أعلاه.

(15) أصادق على صحته (الكاتب العدل)

Appendix 6

Translation test (2)

Part II: 15 items from English - Arabic

Part II: English – Arabic test

Translate the following into Arabic:

(1) Land Sale Contract

(2) -First Party : Address:

National no:

- Second Party: Address:

National no :

(3) Preamble

Whereas the First Party owns the plot No. (.....), (.....) zone, the City of, (area Square meter), of zoning; and

Whereas the Second Party is desirous to purchase the plot of land described above, the parties hereto have agreed to the following:

(4) The preamble shall be an integral part of this Contract, and shall be read therewith as a one unit.

(5) The parties have agreed that the price of the plot described above shall be the amount of JD (.....).

(6) The First Party undertakes that the plot described above is void of mortgage, debt, liens, appropriations and all other in-kind rights.

(7) The First Party shall present the ownership deeds and the engineering drawings required for the registration and the transfer of title to the competent Registration and Lands Department.

(8) The Second Party shall examine the plot described above, its borders and landmarks and shall be deemed to have completely and legally satisfied himself as to the condition thereof.

(9) The parties have agreed that the payment of the price of the plot

described above shall be as follows:

(10) An amount of JD shall be payable upon signing the contract.

(11) The balance being JD shall be payable upon completing the transfer and the registration process at the Registration and Lands Department. (The transfer of title of real estate is not valid except upon its registration with a Registration and Lands Department.)

(12) Breaching any obligation hereunder or article herein shall lead to the revocation of the contract, refund of all amounts paid, and damage compensation in the amount of JD (.....).

(13) This contract shall be subject to and interpreted in accordance with the laws of the Hashemite Kingdom of Jordan.

(14) The court ofshall be the court of jurisdiction to settle any dispute that may arise between the parties hereto.

(15) This contract consists of ten articles including this one, and is executed in duplicate, and each party shall maintain one.

This contract is made on / /

For the First Party For the Second Party

Full name:

Signature: First witness Second witness

Appendix 7

Model translation of the test part I

Answers to test Part I:

Part I: Arabic - English test's model translation:

(1) Irrevocable Special Power of Attorney

(2) I, the undersigned, (.....) authorize: (.....) to act for me and on my behalf in selling an area of (.....) of the plot no.(.....), zone no.(.....) called (.....) of (.....) lands to whomever he wants and for the price and consideration he deems appropriate; (3) I authorize him in selling, endowing, mortgaging, dismortgaging, exchanging and apportioning all or part of my shares, as well in combining or joining the plot with another as he deems fit, (4) and in receiving blueprints and registration documents related to this plot. (5) I also authorize him the right of supervising, superintending, managing, receiving rents, (6) constructing buildings on the plot, procuring required licenses thereto, cultivating the plot, drilling any type of wells, (7) signing notary acknowledgements and pledges before the notary public for the purposes of mortgage and apportionment. (8) He shall also be entitled to serve notary notices, (9) initiate legal actions of whatever type before any of the courts and to authorize others to represent me before such courts. (10) To this effect, he shall be entitled to sign all necessary papers before the Lands and Survey Departments (11) and before all official or non-official departments in the Hashemite Kingdom of Jordan under this irrevocable special power of attorney as I have received the full price.

(12) Witness... Witness... Principal...

(13) In this day,..... of.....month for the year of one thousand, four hundred and Hijri, corresponding to.....ofmonth for the year two thousand andAD,

(14) Before me, the notary public in....., has appeared (.....), who requested to authenticate this deed, and after his identity has been legally confirmed by the above-named witnesses, (15) I have convened the notary session and recite the deed before him, the contents of which he acknowledged and signed same in my presence and in the presence of the above-named witnesses; and hence I endorse the validity thereof.

Notary public

Appendix 8

Model translation of the part II test

Answers to Part II test:

Part II: English – Arabic test's model translation:

(1) عقد بيع أرض

(2) الفريق الأول:.....

العنوان:.....

الرقم الوطني:.....

-الفريق

الثاني:.....العنوان:.....

...

الرقم الوطني:.....

(3) مقدمة

بما أن الفريق الأول يملك قطعة الأرض رقم (...) حوض (...) من أراضي مدينة... (مساحتها... متر مربع)، تنظيم...

...

وبما أن الفريق الثاني يرغب في شراء قطعة الأرض الموصوفة أعلاه،

فقد تم الاتفاق بين الفريقين على ما يأتي:

(4) تعتبر مقدمة هذا العقد جزءاً لا يتجزأ منه وتقرأ معه بصفاتها وحدة واحدة.

(5) اتفق الفريقان على أن يكون ثمن قطعة الأرض الموصوفة في مقدمة هذا العقد مبلغ

.....) دينار أردني. (6) يلتزم الفريق الأول بأن تكون قطعة الأرض الموصوفة

أعلاه خالية من الرهون والديون والاختصاصات، وكافة الحقوق العينية بسائر أنواعها.

(7) يلتزم الفريق الأول بتقديم مستندات الملكية للفريق الثاني والجهات الرسمية لإتمام المعاملة وكذا الرسومات الهندسية الخاصة بالتسجيل ونقل الملكية لدى دائرة التسجيل والأراضي المختصة.

(8) يلتزم الفريق الثاني بمعاينة قطعة الأرض الموصوفة أعلاه والتأكد من حدودها ومعالمها، معاينة تامة نافية للجهالة.

(9) اتفق الفريقان على أن تكون آلية دفع ثمن قطعة الأرض أعلاه كالآتي:

(10) يتم دفع مبلغ..... دينار أردني عند توقيع العقد.

(11) يتم دفع باقي المبلغ والبالغ..... دينار أردني عند إتمام معاملة انتقال الملكية، وتسجيلها لدى دائرة التسجيل والأراضي. (إن ملكية العقار لا تنتقل إلا بتسجيلها في دائرة الأراضي).

(12) إن الإخلال بأي التزام أو بأي بند من بنود هذا العقد يؤدي إلى فسخ هذا العقد، واسترداد المبالغ المدفوعة فيه، والتعويض عن الضرر الحاصل بمبلغ قدره (.....) دينار.

(13) يخضع هذا العقد ويُفسر وفقاً لقوانين المملكة الأردنية الهاشمية.

(14) إن محكمة..... هي المحكمة المختصة في حال حدوث أي نزاع بين طرفي العقد، لا قدر الله.

(15) يتكوّن هذا العقد من عشرة بنود، بما فيها هذا البند وقد حرر من نسختين، وقد استلم كل فريق نسخة منه.

حرر هذا العقد في تاريخ...../...../.....

بالنيابة عن الفريق الأول

بالنيابة عن الفريق الثاني

الاسم الكامل:

التوقيع:

الشاهد الأول الشاهد الثاني (15)

Appendix 9**Semi-structured interview questions – for experts**

Dear professor,

Please answer the following three questions:

1. In your capacity as an expert in legal translation field, what are the main challenges that novice translators might face when translating contracts and agreements?
2. In your opinion, what are the main reasons behind these challenges?
3. What suggestions do you recommend to address these challenges and promote translation quality for novice translators in contracts and agreements?

Appendix 10**Semi-structured interview questions - for novice translators**

Dear participants,

Please answer the following three questions:

1. In your opinion, what are the main challenges that novice translators might face when translating contracts and agreements?
2. What are the main reasons behind these challenges?
3. What suggestions do you recommend to address these challenges and promote translation quality for novice translators in contracts and agreements?