



Legal Discourse in Arabic and English: A Lexico-Syntactic Study of Translation Challenges

Yusuf Abdulraheem Abdulmo'men Shamsan¹,*

¹Department of English, Faculty of Arts and Humanities -Sana'a University - Sana'a - Yemen.

*Corresponding author: yusufshamsan8@gmail.com

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1. Legal Translation	2. Arabic
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Abstract

Legal translation between English and Arabic is a complex process requiring linguistic proficiency as well as a deep understanding of legal systems and cultural contexts. While existing research on legal translation has focused on semantic and syntactic issues, broader cultural and systemic factors affecting processes and products in legal translation remain underexplored. This study therefore attempts to address this gap by analyzing the lexical and syntactic features of English and Arabic legal texts, identifying translation challenges, and proposing strategies to improve legal translation quality. Using a qualitative, descriptive, and comparative approach, the study examines a diverse corpus of legal texts, including contracts, statutes, and court rulings.

The findings reveal significant differences between English and Arabic legal texts in terms of lexical and syntactic structures, particularly in the use of archaic terms, binomial expressions, and passive constructions. Cultural and systemic factors (i.e. the influence of Islamic law in Arabic legal discourse) further complicate translation. The study concludes that a balanced approach, integrating linguistic accuracy with cultural adaptation, is essential for effective legal translation. Practical recommendations are also suggested for translators, educators, and policymakers to enhance translation quality.

It is hoped that this research can be a useful contribution to Translation Studies, as it offers a structured framework for better understanding and addressing the complexities of Arabic-English legal translation, emphasizing the need for interdisciplinary knowledge and further research.



الخطاب القانوني بين العربية والإنجليزية: دراسة معجمية ونحوية لتحديات الترجمة

يوسف عبدالرحيم عبدالمؤمن شمسان^١*

قسم الآداب والعلوم الإنسانية ، جامعة صنعاء ، صنعاء- اليمن.

المؤلف: yusufshamsan8@gmail.com

الكلمات المفتاحية

٢. بين العربية والإنجليزية	١. الترجمة القانونية
٤. معجمي	٣. سياق
٦. ثقافي	٥. نحو

الملخص:

ترجمة النصوص القانونية بين الإنجليزية والعربية هي عملية معقدة تتطلب إتقانًا لغويًا وفهمًا عميقًا للأنظمة القانونية والسياقات الثقافية. وفي حين ركزت الأبحاث الحالية على القضايا الدلالية وال نحوية، لا تزال العوامل الثقافية والبنيوية الأوسع نطاقاً غير مستكشفة بشكل كافٍ. لذلك تسعى هذه الدراسة إلى سد هذه الفجوة في الابحاث من خلال تحليل السمات المعجمية وال نحوية للنصوص القانونية الإنجليزية والعربية، وتحديد التحديات الترجمية، واقتراح استراتيجيات لتحسين جودة الترجمة القانونية. حيث تم استخدام منهجية نوعية ووصفية ومقارنة لدراسة مجموعة متنوعة من النصوص القانونية، بما في ذلك العقود والقوانين والأحكام القضائية.

وقد كشفت النتائج عن وجود اختلافات كبيرة في البنى المعجمية وال نحوية بين النصوص القانونية الإنجليزية والعربية، خاصة في استخدام المصطلحات القديمة والتعابير الثنائية والتركيب المبني للمجهول. كما أن العوامل الثقافية والبنيوية، مثل تأثير الشريعة الإسلامية في الخطاب القانوني العربي، تضيف تعقيدات أخرى إلى عملية الترجمة. وتخلص الدراسة إلى أن إتباع نهج متوازن، يجمع بين الدقة اللغوية والتكييف الثقافي، هو أمر أساسي لتحقيق ترجمة قانونية فعالة. وتم تقديم بعض التوصيات العملية للمترجمين والمعلمين وصناعة السياسات لتعزيز جودة الترجمة القانونية.

وبذلك نأمل أن يسهم هذا البحث في مجال دراسات الترجمة من خلال تقديم إطار عمل منظم لفهم ومعالجة تعقيدات الترجمة القانونية بين العربية والإنجليزية، مع التأكيد على الحاجة إلى المعرفة المتعددة التخصصات وإجراء المزيد من الأبحاث.

Introduction:

Legal translation between English and Arabic is a complex and multifaceted process that demands not only linguistic proficiency but also a deep understanding of the legal systems and cultural contexts of both languages. As a specialized field, legal translation plays a critical role in facilitating cross-cultural communication in legal settings, ensuring that legal texts retain their intended meaning and legal effect when transferred from one language to another. Despite its significance, research in this area has predominantly focused on semantic and syntactic issues, often overlooking the broader cultural, systemic, and pragmatic factors that may influence legal translation. The present study therefore seeks to address this gap by attempting to provide a comprehensive analysis of the challenges and strategies involved in translating legal texts between English and Arabic, with a particular focus on lexical and syntactic features.

The field of legal translation has been explored by numerous scholars, but the majority of studies have concentrated on specific linguistic aspects rather than offering a holistic framework. Despite their invaluable insights into the syntactic and semantic challenges of legal translation, these studies often remain limited in scope, focusing primarily on linguistic issues without delving into the cultural or systemic complications of legal translation. For example, much of the existing research has examined the peculiarities of legal language, such as its formalisms, archaic terms, and redundancies, but has not fully addressed the unique challenges posed by differences between the English legal system and its Arabic counterpart.

More recent research endeavors on legal translation have made significant strides in addressing these gaps, particularly in the areas of legal equivalence (comparable) and contrastive analysis. These studies emphasize the importance of achieving functional equivalence, arguing that the translator's primary task is to produce a text that achieves the same legal effect as the source text. However, even these studies tend to focus on specific aspects of legal translation, leaving

much room for a more comprehensive analysis that integrates linguistic, cultural, and systemic perspectives. This study aims to fill this gap by providing a proposed holistic framework for understanding and addressing the complexities of Arabic-English legal translation, ultimately contributing to the advancement of both Translation Studies and legal communication across languages and cultures.

Objectives of the Research

1. To identify the common lexical and syntactic features of legal texts in Arabic and English.
2. To explore the challenges faced by Arab translators in translating English legal texts, particularly in terms of terminology, legal structures, and cultural nuances.
3. To develop a balanced approach to legal translation and offer practical guidelines to improve the composition and comprehension of legal texts in both source and target languages.
4. To contribute to the field of Translation Studies, particularly in the area of legal discourse, by equipping translators with the tools needed to navigate the complexities of legal texts.

Research Questions

1. What are the key lexical and syntactic features of English and Arabic legal texts?
2. Why do drafters of legal texts employ specific linguistic styles, and how do these choices impact translation?
3. How do individual words, phrases, and syntactic structures shape the meaning of legal texts in both languages?
4. What are the similarities and differences between English and Arabic legal texts, and how do they influence translation strategies?

Significance of the Study

By addressing the study objectives, it is hoped that this study will make a useful contribution to the field of legal translation. First, it attempts to propose a structured framework for analyzing the linguistic, cultural, and systemic challenges of legal translation between Arabic and English. Second, it offers practical recommendations for translators, educators, and policymakers to enhance the quality and reliability of legal

translations. Finally, it highlights the need for further research and resources to assist translators in navigating the complexities of legal translation between these two languages.

Theoretical Background

Legal translation is a specialized field that requires careful attention to linguistic, cultural, and systemic differences between S and T languages. There are some key theoretical frameworks that provide guidance for navigating these challenges. Skopos theory, introduced by Nord (1997, p. 27) emphasizes the purpose of a translation, advocating for functional over literal translations to ensure legal validity in the target language. Similarly, Šarčević (2000, p. 16) focuses on achieving legal equivalence, arguing that the translated text must produce the same legal effect as the source text rather than relying on word-for-word equivalence. The plain language movement, championed by Mellinkoff (1982, p. 101) and further developed by Butt and Castle (2006, p. 52), advocates for simplifying legal language to improve accessibility while maintaining precision. Newmark (1982, p. 47) and House (1991, p. 194) contribute to translation studies by distinguishing between literal (informational) and communicative (functional) translation strategies, highlighting the importance of the text's purpose in determining the translation approach.

Previous Studies on Legal Translation

Previous studies have explored the challenges of legal translation across languages and legal systems. Cao (2007, p. 87) investigates the difficulties of translating legal texts between different legal traditions, emphasizing linguistic and cultural complexities. Alcaraz Varó and Hughes (2002, p. 19) focus on pragmatic challenges, such as ambiguity and syntactical issues, underscoring the need to understand both the language of law and its cultural context. Dickins et al. (2003) offer practical strategies for translation but pay limited attention to the unique challenges of legal discourse, highlighting a gap in addressing the peculiarities of legal language.

Studies on Arabic-English Legal Translation

In the field of Arabic-English legal translation, scholars have examined specific linguistic and functional aspects. Abu-Ghazal (1996, p. 37) and Farghal and Shunnaq (1999, p. 25) focus on syntactic and semantic challenges in translating UN resolutions but failed to suggest a holistic framework. Al-Bitar (1995, pp. 47-62) analyzes the complexity of legal language, particularly the use of complex noun phrases and modifiers, without addressing translation challenges. El-Farahaty (2015) provides a comprehensive contrastive analysis of Arabic and English legal discourse, addressing religious, cultural, and systemic challenges. Alwazna (2013a, p. 14; 2013b, p. 22) focuses on translating Islamic legal texts, with focus on difficulties posed by religious and legal terminology.

Reflections on Previous Studies and This Study

This study builds on and extends previous research by integrating linguistic, cultural, and systemic perspectives to provide a more comprehensive framework for Arabic-English legal translation. While earlier studies have laid a strong foundation, this research addresses gaps by offering practical strategies to enhance translation quality and effectiveness. By combining theoretical insights with practical solutions, this study aims to contribute to a deeper understanding of legal translation and improve communication across legal systems and cultures.

Methodology

This study employs a qualitative, descriptive, comparative, and contrastive analysis to examine the key features of Arabic and English legal discourses. The research methodology is designed to identify lexical and syntactic differences between legal texts in both languages, focusing on their implications for legal translation.

1. Research Design

The study adopts a qualitative approach, utilizing **descriptive analysis** to document linguistic characteristics, **comparative analysis** to identify similarities and **contrastive analysis** to highlight differences

between ST and TT to specify challenges. This methodological framework ensures a comprehensive examination of the structural and functional aspects of Arabic and English legal texts, aiming to address translation difficulties and system-based disparities.

2. Corpus Selection and Data Collection

The corpus collected for the purposes of this study consists of 72 authentic legal texts in Arabic and their official or widely accepted English translations from Hatim et al.'s *The Legal Translator at Work* (1995). The selection criteria for these texts include:

Diversity of Legal Genres: Contracts, statutes, court rulings, treaties, and legal agreements.

Authoritativeness: Texts from official governmental or international legal sources.

Parallel Availability: Availability of accurate Arabic-English translations to facilitate comparative analysis.

Corpus Size: The corpus of the study includes a wide range of legal documents, such as contracts, certificates, court judgments, and legislative texts, providing a robust foundation for comparative analysis.

3. Levels of Analysis

The study is conducted at two primary levels:

(A) Lexical Analysis

At this level of analysis, specialized vocabulary and terminology in Arabic and English legal discourses are examined, as follows:

- Legal Terminology:** Identification of terms, technical jargon, and archaic expressions in both languages.

- Semantic Equivalence** (comparable): Investigation of term-to-term correspondence and cases of non-equivalence.

- Collocations and Fixed Expressions:** Analysis of legal idioms, doublets (e.g. will and testament), and Latin-origin terms.

- Lexical Ambiguity and Vagueness:** Assessment of challenges in translating terms with multiple meanings.

- Translation Strategies:** Evaluation of literal (content-based) vs. functional translation approaches for legal terminology, emphasizing adaptation, transliteration, and explanatory footnotes where necessary.

(B) Syntactic Analysis

This level explores the grammatical structures used in legal texts, focusing on:

- Sentence Structure:** Comparison of complex, nominalized, and passive constructions in Arabic and English legal writing.

- Modality and Obligation:** Examination of modal verbs (e.g. shall and must) and their Arabic counterparts.

- Phraseology and Cohesion:** Analysis of legal conjunctions, prepositional phrases, and archaic forms (e.g. hereinafter and whereas).

- Syntactic Shifts in Translation:** Identification of sentence restructuring and grammatical adjustments in translation.

- Nominalization in Arabic Legal Texts:** Examination of the use of nominalized forms to maintain neutrality and legal formality.

4. Justification of Methodological Choices

- Comparative and contrastive analyses** highlight the structural similarities and disparities between Arabic and English legal languages and their implications for translation accuracy and acceptability.

- Lexical and syntactic examinations** enhance the understanding of translation difficulties, with focus on legal terminologies and fixed expressions.

- A qualitative approach** allows for a nuanced exploration of linguistic features and legal implications, providing a deeper understanding of legal discourse.

5. Addressing Translation Challenges

The study considers:

- Systemic Differences:** How variations in Arabic and English legal systems affect terminology and phrasing.

- Legal Equivalence** (comparable): The extent to which legal terms in one language have functional equivalents in the other.

- Cultural and Contextual Factors:** The influence of legal traditions on word choice and structure.

- Challenges and Limitations:** Potential difficulties such as terminological inconsistencies and variations in legal drafting styles, acknowledging the role of translation strategies in mitigating these issues.

This methodological framework provides a structured approach to analyzing the linguistic and translational complexities of Arabic and English legal texts, ensuring a robust and well-rounded study of challenges in legal translation between Arabic and English.

Analysis and Discussion

Lexical Features of Arabic Legal Discourse
Arabic legal discourse is characterized by its unique lexical features, which include the following: **religious, culture-specific, and system-based terms; formality; gender-biased terms; and archaic terms.** Each of these features poses distinct challenges for translating from Arabic into English, requiring specialized strategies to preserve meaning and legal effect.

i. Religious, Culture-Specific, and System-Based Terms

These terms are prevalent in Arabic legal texts, particularly in private legal documents such as marriage contracts and divorce certificates. They are deeply rooted in Islamic law and Arab culture, often lacking direct equivalents (comparable) in English. To deal with this problem, translators often resort to certain translation strategies such as **adaptation, transliteration, and explanatory footnotes.**

Example 1: From عقد زواج (Marriage Contract)

- المهر ونوعه → Amount and type of dowry
- المعجل → Down-payment
- المؤجل → Deferred payment
- توابع المهر → Extras

(Hatim, Shunnaq, & Buckley, 1995, pp. 86–87)

• Analysis:

The term **المهر (almahr)** is rendered into "dowry," an archaic English term referring to money or property a bride brings to her husband. In Islamic law, however, **mahr** refers to a mandatory gift from the groom to the bride. Translators often use **adaptation** to provide a comparable meaning, but this risks losing the term's Islamic legal essence. A more accurate approach would be to **transliterate** terms (e.g. mahr) and provide

an **explanatory footnote** to clarify its cultural and legal significance (El-Farahaty, 2015, p. 28).

Example 2: From حجة إبراء (Certificate of Non-liability)

قررت قائلة وهي في الحالة المعتبرة شرعاً أنني أبرأت ذمة زوجي

She, being legally competent, resolved, saying: I absolve my husband . . . from responsibility over . . .

(Hatim, Shunnaq, & Buckley, 1995, pp. 92–93)

Analysis:

The Arabic term **إبراء (ibra')** denotes both "absolve" (religious sense: absolving sins) and "acquit" (legal sense: acquittance of debts). The translators rightly opted for the paraphrasing of "**responsibility over . . .**" in the target text to specify the context where it requires such collocation. (e.g., paying a fixed sum of money each month). This paraphrasing ensures that the legal meaning is preserved while adapting the term to the target language (El-Farahaty, 2015, p. 83).

Example 3: From حجة رجعة (Certificate of Remarriage to a Divorced Wife)

قررت إني كنت قد طلقت زوجي ومدخلتي الشرعية طلقة رجعية

He resolved stating: I revocably divorced my wife with whom I had consummated the marriage . . .

(Hatim, Shunnaq, & Buckley, 1995, pp. 98–99)

• Analysis:

The term **طلاق رجعي (revocable divorce)** is a Shari'ah law term. It refers to a divorce that can be revoked during the legally prescribed waiting period (iddah), allowing the husband to remarry his wife without a new contract. Translators use **literal translation** to convey the legal meaning, but the cultural and religious nuances are lost and may require additional explanation for the target audience.

Example 4: From طلاق بائن قبل الدخول (Certificate of Irrevocable Divorce before Consummation of Marriage)

فأقول زوجتي المذكورة التي لم أدخل ولم . . .
أختل بها طلاقاً من عصمتني وعقد نكاحي طلقة واحدة بائنة
اطلب تسجيله وتبليغها

. . . and I state that my aforementioned wife

with whom I have not consummated the marriage and have not been alone is irrevocably divorced from my matrimonial authority and my contract of marriage once and for all and I request that be recorded and that she be notified.

(Hatim, Shunnaq, & Buckley, 1995, pp. 104–105)

- **Analysis:**

The phrase طلاق بائن قبل الدخول (irrevocable divorce before consummation of marriage) refers to a minor irrevocable divorce (bainunat sughra). In this type of divorce, the husband must enter into a new marriage contract and pay a new dowry if he wishes to remarry his former wife. This differs from طلاق بائن بينونة كبيرة (major irrevocable divorce), which occurs after three divorce pronouncements and prohibits remarriage unless the wife marries another man and divorces him (Al-Khudrawi, 1995, p. 264).

ii. Formality

Formality in Arabic legal discourse is expressed through forms of address, honorary titles, and decorative phrases, expressions that reflect the cultural and social norms of Arab societies. Translators often resort to such techniques as omission, capitalization, and cultural adaptation to convey these formal expressions in English.

Example 1: From طلب إكمال الدراسة (An Application to Pursue Higher Study)

- → جامعنكم الموقرة

The honorific الموقرة (well-esteemed) is omitted, and the word University is capitalized to maintain formality.

- → السيد مدير التسجيل

The words السيد (Mr.) and مدير (manager) are omitted, and Registrar is capitalized to compensate for the omitted honorifics.

- → راجياً منكم التفضل بالموافقة

The decorative phrase راجياً منكم التفضل is simplified to suit English conventions.

- → بانتظار ردكم السريع

I look forward to hearing from you soon

- → واقبلوا الاحترام

(Hatim, Shunnaq, & Buckley, 1995, pp. 10–13)

• **Analysis:**

Translators use omission and cultural adaptation to render Arabic honorifics and decorative phrases into English. These procedures help ensure that the translated text sounds natural and acceptable to the target audience while preserving the formal tone of the original.

Example 2: From حجة ولایة (Certificate of Custody)

- → وموافقة سماحة قاضي القضاة

And the approval of His Eminence the Chief Justice (Hatim, Shunnaq, & Buckley, 1995, pp. 82–83)

- **Analysis:**

The honorific سماحة قاضي القضاة (His Eminence the Chief Justice) is translated literally to preserve the formal and respectful tone of the original text.

Example 3: From طلب إخلاء سبيل (Application for Release)

- → لذلك جنت مسترحاً من عدالتكم

I therefore appeal to your sense of justice (Hatim, Shunnaq, & Buckley, 1995, pp. 112–113)

- **Analysis:**

The phrase عدالتكم (your sense of justice) is inflected for masculinity and plurality through the pronominal suffixكم (your); this pronoun is often used to show reverence for an authoritative addressee. Translators add the word sense to maintain the formality and respect conveyed in the source text.

iii. Gender-Biased Terms

Arabic legal discourse is characterized by the use of gender-biased terms, which reflects the cultural and linguistic norms of the Arabic language. In Arabic, gender distinctions are marked not only on nouns and pronouns but also concurrence among words and their accompanying verbs. Legal Arabic predominantly uses masculine forms as the default, even when referring to mixed-gender groups or unspecified genders. This practice is deeply rooted in the cultural and social context of the Arab world, where the masculine form is considered inclusive.

Examples from Contracts and Legal Documents:

- **المالك (the Landlord):** Refers to a male landlord, excluding female landlords.

- **المستأجر (the Tenant):** Refers to a male tenant, excluding female tenants.
- **المتعاق (the Contracted Party):** Refers to a male party, excluding female parties.
- **الشاهد (the Witness):** Refers to a male witness, excluding female witnesses.

Examples from Contract of Employment and Contract of Lease:

- **يباشر المتعاق** → The Contracted Party shall carry out
- **يتعهد المتعاق** → The Contracted Party shall undertake
- **يستحق المتعاق** → The Contracted Party shall be entitled to
- **يخضع المتعاق** → The Contracted Party shall be subject to
- **المؤجر** → The Lessor
- **المستأجر** → The Lessee
- **استلم المستأجر** → The Lessee has received
- **لا يحق للمستأجر** → The Lessee may not
- **شاهد** → Witness

Analysis:

- The above examples illustrate how Arabic legal texts use masculine forms as the default, excluding female parties. For instance, terms like **المتعاق (the Contracted Party)** and **المستأجر (the Lessee)** are inflected for masculinity, even though they may refer to both genders in practice.
- This gender bias is also evident in court settings, where terms like **المدعي (the Claimant)**, **المدعي عليه (the Defendant)**, **القاضي (the Judge)**, and **الحاجب (the Bailiff)** are used in their masculine forms, but may refer to female claimants, defendants, judges, or bailiffs in real practices.
- Similarly, in organizational contexts, terms like **شؤون الموظفين (Personnel Department)** and **شؤون الخريجين (Graduate Office)** use masculine plural forms, excluding female employees or graduates.

Cultural and Social Context:

- The preference for masculine forms in Arabic legal discourse reflects the cultural and social norms of the Arab world, where the masculine form is considered inclusive and neutral.

- This practice is deeply rooted in the linguistic structure of Arabic, where gender distinctions are grammatically marked and socially reinforced.

iv. Archaic Terms

Archaic terms, also referred to as "**frozen patterns of language**" of low frequency (Baker, 1992, p. 63) or "**routines**" (Hatim & Mason, 1997, p. 190), are common in legal discourse. While English legal language is known for its use of archaic terms, Arabic legal discourse uses fewer archaic terms due to the fluidity among different Arabic registers. However, some classical Arabic terms and morphology are featured in Modern Standard Arabic (MSA) and are used in legal contexts.

Examples of Archaic Terms in Arabic Legal Discourse:

- **المذكور أعلاه** → Mentioned above
- **سالف الذكر** → The aforementioned
- **المذكور** → The said
- **الواردة** → Mentioned above

Examples from the Study Corpus:

1. لتركة المتوفى المذكور

The bequest of the aforementioned deceased Mr./Ms. . . .
(Hatim, Shunnaq, & Buckley, 1995, pp. 80–81)

2. ذلك فقد ثبت ولايته على القاصرين المذكورتين

I have accordingly confirmed his custody of the aforementioned legal minors. . . .
(Hatim, Shunnaq, & Buckley, 1995, pp. 82–83)

3. لا يحق للوصي المذكور بيع شيء

The said guardian may not sell any . . .
(Hatim, Shunnaq, & Buckley, 1995, pp. 84–85)

4. وطلبت تسجيله وبناء عليه تقرر ذلك

She requested that this be recorded and in accordance therewith has made this resolution.
(Hatim, Shunnaq, & Buckley, 1995, pp. 92–93)

5. أنتي وكلت . . . وكالة خاصة بما ذكر مفوضة لقوله وفعله ورأيه

I have appointed . . . as my representative concerning . . . by means of power of special attorney over the hereinbefore stated authorizing his statements, actions, and judgments.

(Hatim, Shunnaq, & Buckley, 1995, pp. 106–107)

Analysis:

- The term **المذكور (the said or the aforementioned)** and its variants are used as

lexical substitutions to avoid repetition of names or entities. These terms are translated into English using archaic comparables like "**aforementioned**," "**hereinbefore**," and "**said**."

- While English legal discourse relies heavily on archaic terms to maintain formality and precision, Arabic legal discourse exhibits greater fluidity among registers, with fewer archaic terms. However, classical Arabic terms like سالف الذكر and المذكور persist in legal texts, serving as formal and precise references.

Translation Challenges:

- Translating archaic terms from Arabic to English requires careful consideration of the target language's conventions. For example, المذكور is often translated as "**aforementioned**" or "**said**," preserving the formal tone of the original text.
- The use of archaic terms in Arabic legal discourse is less rigid than in English, but their presence still poses challenges for translators, particularly in maintaining the formal and authoritative tone of legal texts.

Key Observations

1. Religious and Cultural Nuances:

- Arabic legal terms often carry religious and cultural connotations rooted in Islamic law, which are difficult to convey in English.
- Translators often resort to strategies such as **transliteration**, **adaptation**, and **explanatory footnotes** to preserve these nuances.

2. Formality in Arabic Legal Discourse:

- Formality is expressed through honorifics, decorative phrases, and forms of address.
- Translators use techniques like **omission**, **capitalization**, and **cultural adaptation** to render these features into English.

3. Gender-Biased Terms:

- Arabic legal discourse predominantly uses masculine forms as the default, reflecting cultural and linguistic norms as seen in the examples.

Translators must be aware of this bias and consider the implications for gender inclusivity in translated texts.

4. Archaic Terms:

- Arabic legal discourse uses fewer archaic terms compared to English, but classical Arabic terms like سالف الذكر and المذكور persist in legal texts.
- Translators must carefully render these terms into English, using archaic comparables like "**aforementioned**" and "**said**" to maintain the formal tone of the original.

Syntactic Features of Arabic Legal Discourse

The syntactic features of Arabic legal discourse are characterized by their complexity and precision, reflecting the formal and authoritative nature of legal language. These features include **nominalization**, **passivization**, **modals**, **complex sentence structures**, and the use of **doublets and triplets**. Each of these aspects plays a crucial role in shaping the structure and meaning of legal texts, posing unique challenges for translators trying to render them into English.

i. Nominalization

One of the defining features of both English and Arabic discourses is nominalization. This process involves the conversion of verbs or adjectives into nouns. It allows for the condensation of information into more formal and abstract expressions, contributing to the precision and inclusiveness of legal texts. In Arabic legal discourse, nominalization is often used extensively to create complex, heavily post-modified nominal phrases.

Examples from Contract of Employment:

- قبول الاستقالة → Acceptance of resignation
 - الانقطاع عن العمل → Absence from work
 - إلغاء الوظيفة → Cancellation of the post
 - العجز الدائم عن العمل → Permanent disability to perform the work
 - عدم الصلاحية للوظيفة → Unsuitability for the post
- الفصل التأديبي → Disciplinary dismissal
- الفصل للمصلحة العامة → Dismissal in the public interest
- الحكم على المتعاق → Conviction of the Contracted Party

(Hatim, Shunnaq, & Buckley, 1995, pp. 178–179)

Analysis:

- As can be seen from the nominal groups cited above, the use of nominalization allows for the condensation of complex ideas into shorter, more formal expressions. For example, **قبول الاستقالة** (acceptance of resignation) condenses the action of accepting a resignation into a single noun phrase.
- This feature contributes to the formal and **impersonal** tone of legal texts by removing the action-oriented nature of verbs. For instance, **إلغاء الوظيفة** (cancellation of the post) conceals the agent responsible for the cancellation, making the statement more objective.
- Nominalization also ensures inclusiveness by generalizing actions and states, making the text applicable to a wide range of situations. For example, **العجز الدائم عن العمل** (permanent disability to perform the work) applies to any situation involving permanent disability, regardless of the specific context.

ii. Passivization

Passivization is another key syntactic feature characterizing legal discourse. This construction is often given priority over the active voice. While Arabic traditionally favors active voice, modern legal Arabic has seen an increase in the use of passive constructions, particularly when the agent is unspecified or irrelevant. This aligns with the need for precision and objectivity required in legal texts.

Examples from Contract of Employment:

1. **تطبق كل النصوص الواردة في نظام العمل**

All the provisions shall be applied...

2. **ويحدد على النحو التالي**

And shall be determined as follows...

3. **ويُمكن إنهاؤه من قبل الطرفين**

The Contract may be terminated by either of the parties...

4. **يُدفع الراتب الشهري للطرف الأول**

The monthly salary shall be paid to the Second Party...

5. **حرر هذا العقد باللغتين العربية والإنجليزية**

This Contract is done in Arabic and English...

6. **تُمنح تذاكر السفر في حدود أربعة أشخاص**

Air tickets shall be provided for no more than four persons...

7. **تعتبر العطلة الصيفية بالنسبة إلى المدرسين بمثابة الإجازة العادية**

The summer leave regarding teachers shall be considered as normal leave...

8. **يُمنح المتعاقد مكافأة تعادل راتب نصف شهر**

He shall receive a payment equivalent to half a month salary...

(Hatim, Shunnaq, & Buckley, 1995, pp. 168–183)

Analysis:

- It is evident from the above examples that the passive voice is used when the agent is either unspecified or irrelevant and the focus is intended to be on the action, **which** is common in legal texts. This can be illustrated in the Arabic expression **تطبق كل النصوص** (all the provisions shall be applied), a very common legal phrase that does not specify who applies the provisions.

The passive voice also adds to the objectivity and formality of legal **discourse** by removing the focus from the agent and emphasizing the action or outcome. Consider the verbal group . . . (this contract is drawn up on . . .); it is intended to put more focus on the action of drafting the contract rather than the person who has drafted it.

While Arabic traditionally avoids passive constructions, modern legal Arabic has seen an increase in their use, which seems to be due to the influence of international legal standards and the need for precision.

iii. Modals

Unlike English, Arabic does not have a well-defined set of modal auxiliaries. This does not, of course, mean that Arabic cannot express such notions as ability, necessity, obligation, permission, and possibility. Rather, Arabic exploits certain lexical verbs that are usually referred to as **modal expressions**. These expressions include phrasal modals such as **يُحوز** (may), **يُجب** (must), and **يُحق** (be entitled to). These modal devices correspond to English modal verbs like shall, must, and may.

(i) Translation of يجوز، يحق (it is permissible/it is allowed):

- يجوز (may) is used to convey permission. Examples:

يحق لكلا الطرفين إنهاء العقد

Either of the two parties may terminate this contract. (Either of the two parties shall have the right to terminate this contract)

يجوز للوزارة تكليفهم بمهام تتعلق بعملهم

The Ministry may charge them with duties.

يجوز للوزارة أن تؤجل حصول المتعاق على الإجازة (العادية)

The Ministry may postpone the normal leave.

ولها(الحق في) إلغاء الإجازة كلها أو بعضها

The Ministry may also cancel all or part of it.

ويجوز تمديدها شهرين آخرين

It may be extended by a further two months. (Hatim, Shunnaq, & Buckley, 1995, pp. 168–175)

(ii) Translation of يجب، يتوجب، ملزم (it is compulsory/it is necessary/obliged):

- يجب (must) and (must) are used to convey obligation. Examples:

يتوجب عليه احترام الأوامر والتعليمات

The Second Party must respect the orders and instructions.

ويجب عليه مراعاة الأنظمة والقوانين

The Second Party shall observe the laws, regulations.

الطرف الثاني ملزم باحترام الأنظمة الداخلية

The Second Party is obliged to respect (comply with) the internal regulations.

(Hatim, Shunnaq, & Buckley, 1995, pp. 174–175)

(iii) Translation of يستحق، استحق (shall plus infinitive plus entitled to):

- يستحق (shall be entitled to) is used to convey entitlement. Examples:

يستحق المتعاقد إجازة عادية براتب كامل

The contracted party shall be entitled to a full paid leave.

استحق إجازة مرضية مدتها شهر

He shall be entitled to sick leave of one month. (Hatim, Shunnaq, & Buckley, 1995, pp. 174–175)

(iv) Arabic Present Verbs:

- Arabic present verbs are often used to express obligation and are often translated into

English using shall plus a bare infinitive verb. Examples:

يصبح هذا العقد ساري المفعول اعتبارا من 1977/12/20

This contract shall come into effect as of 20/12/1977.

يتمتع الطرف الثاني بكل الامتيازات والحقوق

The Second Party shall enjoy all the privileges and rights.

يباشر المتعاقد واجبات وظيفية

The Contracted Party shall carry out the duties...

يتعهد المتعاقد بتأدية ما يعهد إليه

The Contracted Party shall undertake to fulfil...

يسري هذا العقد لمدة عام

This Contract shall be valid for a period of one year.

تدفع الوزارة إلى المتعاقد راتبا شهريا

The Ministry shall pay the Contracted Party...

ينتهي العقد قبل انتهاء مدة في الحالات الآتية

The Contract shall terminate...

تحمّل الوزارة كافة النفقات الازمة

The Ministry shall bear all the costs necessary...

(Hatim, Shunnaq, & Buckley, 1995, pp. 170–175)

Analysis:

- Arabic present verbs, such as (shall come), (shall enjoy), and (shall undertake), are translated into English using shall plus an infinitive verb to express obligation.

- These verbs serve not only to inform but also to oblige, extending their legal effects into the future (Sabra, 2012, p. 265).

iv. Complex Sentence Structure

Though Arabic legal discourse is characterized by long, complex sentences with multiple clauses, often lacking clear punctuation, the sentences frequently use coordination through the conjunction و (and) and embedding through relative pronouns like الذي (who, whom, which) and التي (which, that).

Example from Sale of Real Estate with Power of Attorney:

وسلطت يد المشتري على المبيع المذكور ليتصرف به تصرف المالك بملكه وتنفيذها بهذا البيع وكلت المشتري لينوب

عني في بيع وفراج وتسجيل كامل المبيع لمن شاء وأراد ولنفسه إذا أراد بالثمن الذي يريد دون حاجة لحضوره وفي تمهيده لدى الدوائر ذات العلاقة والإقرار عند المبيع والفراغ وتعيين البدل والقبض والصرف والإبراء وفي إجراء المعاملات الازمة لذلك والتوقع عليها وفي استلام وتسليم سندات التملك وإخراج بدل عن ضائع وفي الإقرار بعدم شموله بقانون الإصلاح الزراعي رقم 161 لعام 1958 مع كافة تعديلاته وللوكيل حق توكيل الغير بمثلك أو بعض ما وكل وكالة غير قبلة للعزل لتعلق حق الوكيل المشتري بها عملاً بأحكام المادة 681 من القانون المدني.

(Hatim, Shunnaq, & Buckley, 1995, pp. 116–117)

Translation:

- I have given the purchaser free hand over the said real estate which accords him the owner's right of disposal over it. In implementation of this sale, I have authorized the purchaser to be my representative in the sale, conveyance, and recording of all the said sale to whomsoever he pleases, and to himself if he so wills, and at the price he wishes, without need for my presence, and to represent me in all relevant departments and in confirming a sale, conveyancing, determining the price, receipt and expenditure, remission of debt, undertaking the necessary transactions for this and in replacement of lost documents and establishing the inapplicability to me of the Law of Agriculture Reform No. 161 of 1958 with all its amendments. The authorized representative shall have the right to authorize any other person with all or part of that with which he is authorized by means of an irrevocable power of attorney to ensure that the right of the purchaser-representative is in compliance with the provisions of Article 681 of the Civil Law.

Analysis:

- The sentence is long and unpunctuated, containing multiple coordinated clauses and embedded clauses introduced by relative pronouns.
- Translators must carefully restructure such sentences into smaller, more manageable units in English while preserving the legal meaning and tone.

v. Doublets and Triplets

Arabic legal texts often use **doublets** (two-word phrases) and **triplets** (three-word phrases) linked by **و** (and) or **أو** (or). These expressions, sometimes synonymous or near-

synonymous, are used for precision, emphasis, or legal clarity. Legal discourses are inherently repetitive in nature.

Examples:

- يفسخ هذا العقد فوراً وتلقائياً وبدون تنبية أو إنذار
This contract revokes immediately without any prior notice... (it is deemed void and null)
- وهو مصدق في قوله من جهة وجود العيب والتلف
and he is deemed to be trustworthy in his account of the fault, the harm, or the damage...

(Hatim, Shunnaq, & Buckley, 1995, pp. 186–187)

Translation Techniques:

- Direct Translation:** Some doublets and triplets are directly translated into English, especially when both terms have distinct legal implications. For example:
 - وصيا شرعياً ومتكلماً مرعاً (مثلاً كفواً) → Legal guardian and competent spokesman.
 - بطوعي و اختياري → Voluntarily and of my own free will.
- Omission:** When the terms are synonymous or redundant, one term may be omitted in translation. For example:
 - زوجتك وأنكحتك → I have given you my daughter in marriage.
 - قبلت ورضيت بزواجهها ونحاحها → I accept your daughter in marriage.
- Expansion:** Sometimes, one term is expanded to explain its legal implications. For example:
 - زوجتي → My wedded wife with whom I had consummated the marriage.

Analysis:

- Doublets and triplets add precision and formality to legal texts but can complicate translation, especially when comparable expressions do not exist in the target language.
- Translators must carefully consider the legal implications of each term and use techniques such as **direct translation**, **omission**, and **expansion** to convey the intended meaning.

Key Observations

1. **Nominalization and Passivization:**
 - These features contribute to the formal and impersonal tone of legal texts, ensuring precision and objectivity.
2. **Modals and Present Verbs:**
 - Arabic modal expressions and present verbs are translated into English using **shall**, **must**, and **may** to signify optionality and convey obligation, permission, and entitlement.
3. **Complex Sentence Structure:**
 - Arabic legal texts often use long, unpunctuated sentences with multiple clauses, requiring careful restructuring in translation.
4. **Doublets and Triplets:**
 - These expressions add precision and formality but require creative translation strategies to preserve their legal and cultural significance.

Features of English Legal Discourse

The features of English legal discourse are multifaceted, encompassing lexical, syntactic, and stylistic elements that contribute to its precision, formality, and performative nature. Below is a comprehensive integration of all aspects discussed:

1. Lexical Features

Legal English is characterized by its specialized vocabulary, which includes technical terms, archaic expressions, and borrowed terminology from Latin and French. These features ensure clarity and precision in legal communication.

1.1. Technical Terms (Terms of Art)

- **Examples:** Barrister, court, plaintiff, defendant.
- **Function:** These terms are system-specific and used exclusively in legal contexts.

1.2. Archaic Terms

- **Examples:** Hereby, thereby, aforesaid, undersigned.
- **Function:** These terms maintain tradition and precision, though their use is reduced in modern legal texts.

1.3. Latin and French Terms

- **Examples:** Bona fide (in good faith), inter alia (among other things), voir dire (to speak the truth).

- **Function:** These terms reflect the historical influence of Roman and Norman legal systems.

1.4. Religious and Culture-Specific Lexis

- **Examples:** Acts of God, in the name of our Lord.
- **Function:** These terms reflect the intersection of law, religion, and culture.

1.5. Inclusive and Negative Language

- **Examples:** Any child or children, no, not, unless.

- **Function:** These terms create broad definitions and exclusions to ensure precision.

2. Syntactic Features

The syntax of legal English is complex and formal, often involving long sentences with multiple clauses and subordinating phrases. These features are designed to express detailed legal concepts and relationships.

2.1. Complex Structures

- **Examples:** The ministry may postpone the normal leave of the Contracted Party provided that the period of postponement shall not exceed five months of the new contract year.

- **Function:** Complex sentences allow for the expression of detailed legal concepts and relationships.

2.2. Multiple Subordination

- **Examples:** If the service of the Contracted Party is terminated due to absence from work, he shall forfeit his right to the return tickets due to him and his dependents.

- **Function:** Subordinate clauses clarify relationships and conditions essential in legal contexts.

2.3. Late Placement of Main Verbs

- **Examples:** In the event of the death of the Contracted Party, the Ministry shall bear all the costs necessary for transporting his body and dependents to his home country.

- **Function:** Main verbs often appear later in sentences, separating subjects and actions.

2.4. Use of Modals

- **Examples:** Shall, must, may.
- **Function:** Modals indicate obligations, permissions, and prohibitions.

2.5. Fixed Expressions

- **Examples:** Pursuant to, without prejudice, in accordance with.
- **Function:** These expressions add up a formal tone for legal writing.

3. Specific Syntactic Features

3.1. Nominalization

- **Examples:** Assessment, inspection, movement.
- **Function:** Nominalization condenses information into noun phrases, often obscuring the agent or timing of an action.

3.2. Passivization

- **Examples:** This certificate has been provided at his request.
- **Function:** Passive constructions obscure the agent and focus on the action or result.

3.3. Whiz-Deletion

- **Examples:** ... in the year one thousand four hundred and ... AH corresponding to the ... day of the month of ...
- **Function:** Omitting relative pronouns and auxiliary verbs for conciseness.

3.4. Conditionals and Restrictive Connectors

- **Examples:** If, provided that, notwithstanding.

- **Function:** These structures specify conditions and exclusions.

3.5. Performative Verbs

- **Examples:** Certify, declare, confirm.
- **Function:** Performative verbs enact legal acts, while modals express obligations and permissions.

4. Modal Auxiliaries

Modals like shall, must, and may are crucial in legal English for expressing obligations, permissions, and prohibitions.

4.1. Shall

- **Function:** Imposes obligations and duties.

• **Examples:**

- This contract shall come into effect as of 20/12/1977.
- The monthly salary shall be paid to the Second Party according to the Georgian calendar.

4.2. Must

- **Function:** Denotes necessity and required actions.

• **Examples:**

- The Second Party ... must respect the orders and instructions which are given to him during the course of his work.
- The lessee must obtain a written receipt from the lessor stating that the lessor has received intact the rented property and its accessories.

4.3. May

- **Function:** Grants permission or discretion.

• **Examples:**

- ... the Ministry may also cancel all or part of the leave and compensate him for this.
- ... either of the two Parties may terminate this contract without prior notice and without claiming any due or indemnity.

5. Negation

Negation is used to exclude possibilities or define limitations.

5.1. Negative Forms

• **Examples:**

- The lessee may not sublet all or part of the rented property to a third party, ... without the written consent of the lessor.
- If one of the two parties does not wish to renew the contract, this party must notify the other party of this in writing at least two months prior to the expiry of the contract, otherwise the contract shall by force of law be renewed for a similar period.

6. Binomial Expressions (Doublets and Triplets)

Binomial expressions are pairs or groups of words that are syntactically coordinated and semantically related.

6.1. Examples

- Null and void, true and correct, appointed and installed.

- **Function:** These collocational expressions ensure emphasis, precision, and tradition.

6.2. Historical Influence

• **Examples:**

- ... have appointed and installed ... the legally capable Mr. ... as a legal steward of the property of the missing person ...

- I wish to divorce my wife ... voluntarily and of my own free will, being fully aware and of sound mind.

Conclusion

The features of English legal discourse, including its lexical, syntactic, and stylistic elements, collectively contribute to its precision, formality, and performative nature. These features ensure that legal texts are clear, unambiguous, and authoritative, making them distinct from everyday language.

Comparison of Legal Discourse in Arabic and English

1. Lexical Features:

- English:** Uses specialized terms from Latin/French (plaintiff, tort), archaic terms (hereby, aforesaid), and some religious terms (Acts of God).
- Arabic:** Relies on Islamic legal terms (sharia, qadi), Classical Arabic archaisms, and religious concepts (halal, haram).

2. Syntactic Features:

- English:** Long, complex sentences with nominalization as in (assessment), passivization (has been provided), and modals (shall, must).
- Arabic:** Flexible sentence structures, verbal nouns as in (tahkim), explicit passives, and modal particles (yajib, yumkin).

3. Stylistic Features:

- English:** Highly formal, with binomial (collocational) expressions (null and void) and performative verbs (certify, declare).
- Arabic:** Equally formal, with religiously rooted binomials (halal wa haram) and performative verbs (aqr, yuwathiq).

4. Cultural Influences:

- English:** Reflects secular, common law traditions with a focus on individual rights.
- Arabic:** Rooted in Islamic law (sharia), emphasizing communal rights and ethical conduct.

5. Translation Challenges:

- Lexical gaps (e.g., religious terms), syntactic complexity, and cultural differences require deep knowledge of both systems to ensure accuracy and acceptability.

Findings and Conclusion

The findings and conclusions of this research underscore the intricate nature of legal discourse and translation, emphasizing the specialized skills and knowledge required to navigate the complexities of this field. Legal translation is not merely a linguistic exercise but a multidisciplinary endeavor entailing a profound understanding of both the source and target legal systems, as well as the cultural and linguistic nuances that shape legal discourse. Below is an integrated summary of the findings and conclusion:

Findings

Complexity of Legal Translation

Legal translation is one of the most demanding forms of translation due to its dual requirement of creativity and terminological precision. Key challenges include:

- Deep Analysis of the Source Text (ST):** Translators must meticulously dissect the ST to adapt it effectively to the target language (TT), ensuring that the legal effect and intent are preserved.

- Religious Expressions:** Terms rooted in religious or cultural contexts require careful retranslation to resonate with contemporary audiences while retaining their original legal significance.

Need for Expertise and Resources

Successful legal translation and drafting hinge on several critical factors:

- Expertise and Professional Training:** Translators must possess a robust understanding of the linguistic, cultural, and legal systems of both the source and target languages.

- Access to Up-to-Date Resources:** The use of electronic dictionaries, well-defined parallel corpora, and other translation tools is indispensable to ensure accuracy and consistency.

- Interdisciplinary Knowledge:** Legal translators must be well-versed in law, language, and culture, while also demonstrating skills in accuracy, speed, and confidentiality.

Cultural and Legal Considerations

- Cultural Relevance:** The legal system of the ST is inherently tied to its cultural context, and this connection is reflected in its

legal language. The TT must be custom-designed to meet up to the expectations.

• **Balancing Accuracy and Acceptability:** Existing translations often require revision and post-editing to preserve the ST's legal impact and intended meaning while ensuring the TT is both accurate and acceptable within the target legal system.

Conclusion

Role of the Legal Translator

This research highlights the pivotal role of the legal translator in bridging the gap between legal systems and cultures. The classification of legal devices in *The Legal Translator at Work* provides a foundational framework for understanding legal discourse and advancing studies in legal translation.

Key Legal Features

The authors of *The Legal Translator at Work* employ a distinctive writing style characterized by a range of legal devices, including:

1. Lexical Features:

○ **Culture-Specific and System-Based Terms:** Examples include Acts of God and in the name of our Lord.

○ **Archaic Terms:** Such as hereby, thereby, and aforesaid.

○ **Specialized Terms:** Including barrister, plaintiff, and defendant.

○ **Doublets and Triplets:** Phrases like null and void, true and correct, and appointed and installed.

2. Syntactic Features:

○ **Nominalization:** Use of nouns like assessment, inspection, and movement.

○ **Passives:** Constructions such as This certificate has been provided at his request.

○ **Conditionals:** Phrases like if, provided that, and notwithstanding.

○ **Long and Complex Sentences:** Sentences with multiple clauses and subordinating phrases.

○ **Unique Determiners:** Terms like said, such, and subject to.

○ **Negatives:** Words such as not, never, and unless.

○ **Impersonality:** Use of passive voice and nominalization to obscure the agent.

○ **Performative Verbs and Modals:** Examples include certify, declare, confirm, shall, must, and may.

3. Stylistic Features:

○ **Unusual Prepositional Phrases:** Such as pursuant to, without prejudice, and in accordance with.

○ **Binomial Expressions:** Phrases like null and void and true and correct.

Achieving Effective Communication

Effective communication in legal contexts depends on:

• **Appropriate Performance and Interpretation:** Ensuring that legal texts are both accurately drafted and correctly interpreted.

• **Efficiency:** Achieving maximum clarity and impact with minimal effort and time for both the writer/speaker and the reader/hearer.

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