

**An-Najah National University
Faculty of Graduate Studies**

**Legal Translation as an Act of Communication: The
Translation of Contracts between English and Arabic**

**By
Maram Tawfiq Awad Fakhouri**

**Supervised by
Dr. Abdul Kareem Daragemeh**

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Translation of Contracts between English and Arabic**

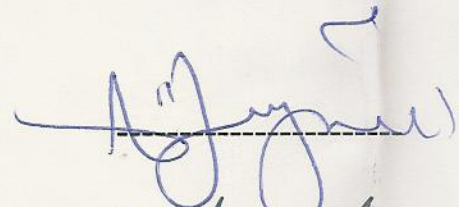
**By
Maram Tawfiq Awad Fakhouri**

This thesis was defended successfully on 11/5/2008 and approved by

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Dr. Abdul Kareem Daragemeh, Chairman



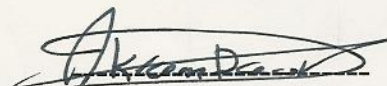
Dr. Nabil Alawi, Co-chairman



Dr. Qustandi Shoumali, External Member



Dr. Akram Dawoud, Internal Member



Dedication

This thesis is dedicated to my husband and love, Yousef, very special thanks for living with the thesis as well as me and for his love, constant support and patience.

Acknowledgment

This thesis would not have been possible without the support of many people. I wish to express my gratitude to Dr. Abdul Kareem Daragemeh who was abundantly helpful and offered invaluable assistance, support and guidance. Deepest gratitude are also due to the members of the supervisory committee, Dr. Nabil Alawi, Dr. Akram Dawoud and Prof. Qustandi Shoumali without whose knowledge and assistance this study would not have been successful. I would also like to express my deepest gratitude for the constant support, understanding and encouragement that I received from my father, my mother, my brothers, my sister and my husband through the duration of my studies.

إقرار

أنا الموقع أدناه مقدم الرسالة التي تحمل العنوان:

Legal Translation as an Act of Communication: The Translation of Contracts between English and Arabic

المقامية في الترجمة القانونية : ترجمة العقود بين الانجليزية و العربية

أقر بأن ما اشتملت عليه هذه الرسالة إنما هي نتاج جهدي الخاص، باستثناء ما تمت الإشارة إليه حيثما ورد، وان هذه الرسالة ككل، أو أي جزء منها لم يقدم من قبل لنيل أية درجة علمية أو بحث علمي أو بحثي لدى أية مؤسسة تعليمية أو بحثية أخرى.

Declaration

The work provided in this thesis, unless otherwise referenced, is the researcher's own work, and has not been submitted elsewhere for any other degree or qualification.

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List of abbreviations

ST	Source text
TT	Target text
SL	Source language
TL	Target language

**Legal Translation as an Act of Communication: The Translation of
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Abstract

The importance attached to the letter of the law has meant that most studies of legal translation have been devoted to questions of terminology, while pragmatic and functional considerations tend to be disregarded. The purpose of the present study is to display how pragmatic and functional considerations have an important role in legal translation and should be taken into account when determining translation strategies. The representative data was in the form of three authentic contracts written in Arabic. These are a Real-Estate Sales Contract, a Lease Contract and an Employment Contract. Each text was translated by three certified legal translators from English into Arabic to produce nine different versions. A comparison was made of how each translator approached problematic areas of legal translation in all nine texts. After that, the study explored the applicability of Speech Act theory to legal translation by comparing the translation of regulative acts 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.

Chapter One

1.1 Introduction

The approaches to legal translation have been mostly oriented towards the preservation of the letter rather than effective rendering in the target language, legal texts having always been accorded the status of 'sensitive' texts and been treated as such. A challenge to the unquestioned application of a 'strict literal' approach to legal translation came only in the nineteenth and early twentieth centuries (Sarcevic 2000: 24). Thus, a change in perspective occurred with a gradual shift towards a more flexible attitude, increasingly characterized by recipient-orientedness. In this context, the translation of a legal text will seek to achieve identity of intended meaning between original and translation, i.e. identity of propositional content as well as identity of legal effects (Sager 1993: 180) while at the same time pursuing the objective of reflecting the intents of the person or body that has produced the original. This corresponds to identity of propositional content, of illocutionary and perlocutionary force, and of intentionality (de Beaugrande-Dressler 1981: 3-11; 113).

In actual practice of legal translation, the criteria guiding the translator's choices are prevalently functional, in that account is mainly taken of the function that the translated text will have to perform in the target culture. Hence, in the translation of contracts, regulating the relationships between subjects in different nations, the original text agreed between the parties is not necessarily authoritative; a contract as such, will be interpreted according to the law governing it, regardless of the language in which it is written, and will be drawn up according to the rules and

drafting conventions of the national law applicable to it. The source text offers the input on the basis of which a new autonomous text is created in the translation language taking into account mainly the needs of the final users and the requirements of the context (Garzone 2003: 8).

1.2 The Present Study

1.2.1 Statement of Problem

Translating legal texts is regarded by many researchers as one of the most arduous endeavors, "combining the inventiveness of literary translation with the terminological precision of technical translation" (Harvey 2002). This is mainly due to the specificity of legal language and, in particular, the system-bound nature of legal terminology. Legal documents entail specific laws, rights or obligations, their language layout and wording should be precise, expressive and can have no other interpretations apart from the ones stated. Unlike literary language, legal language needs no ambiguity or figures of speech. It is, thus, according to some linguists, the least communicative. Written legal documents are characterized by brevity, economy and neatness. This neatness and clarity is namely intended to prevent fraud, additions, omissions or alterations in the text (Crystal and Davy 1969).

Like other disciplines, legal translation has its own vocabulary and can be regarded as a discipline on its own. There are specific forms and stabilized procedures for translating court proceedings, law, legal contracts and agreements. "The text is formulated in a special language or sublanguage that is subject to special syntactic, semantic and pragmatic

rules” (Sarcevic 2000:8). Thus, a legal translator must be able to use language effectively to express legal actions and achieve the desired effect. For this to be achieved, the translator's goals should not be confined to lexical or syntactic precision, but, more importantly, he/she should strive to integrate pragmatic considerations into the overall communicative process.

1.2.2 Purpose of the Study

This study aims at demonstrating how pragmatic and functional considerations are important in legal translation and should be taken into account when determining translation strategies. It argues that legal translation involves more than terminological and syntactic issues. It is not a mere “process of linguistic transcoding” but “an act of communication in the mechanism of law” (Sarcevic 12000:55). The study addresses the significance of context as a determinative factor in the process of communicating the intended meaning through translation. Another proposition to be scrutinized is that translation commission may entail a change of function of the ST, which may have several implications for the process and the outcome of legal translation.

1.2.3 Significance of the Study

The significance of this study lies in the fact that, to the best of my knowledge, there is a paucity of research on legal translation, especially the translation of contracts, between Arabic and English from a communicative angle. In general, the literature on legal translation is meager indeed. Most of the significant reference textbooks on legal translation are solely devoted to questions of terminology, while textual and pragmatic considerations

tend to be ignored. The discipline of legal translation has so far been theoretical to the extent that no tool for explaining the underlying functional apparatus of legal discourse has been constructed. This study presents a recommendation that may provide for a more adequate and integrated output, as regards function, and pragmatic considerations. It may conform to previous studies by appraising the language of law, though more thoroughly. However, this is directed towards demonstrating how such 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. Unlike previous studies that were devoted to systemizing and mathematizing legal translation, this study focuses on communicative and functional approaches to contractual translation between English and Arabic.

1.2.4 Limitations of the Study

The study is only a preliminary step in investigating pragmatic and functional implications for legal translations. This thesis focuses on certain patterns of legal texts, more specifically contracts. It does not address issues such as Islamic contracts, since these have been the focus of many previous studies. It will exclusively be based on experimentation and analysis of practical translation within an interdisciplinary framework. The study tackles the modern translation and applied linguistics theories such as pragmatics and functional theories that were never considered in relation to legal translation between English and Arabic. The absence of previous studies as such is the major limitation of this study, hence it is very reliant on empirical and observational examination.

1.2.5 Description of Methodology

This study is analytical and is validated through empirical and observational results. I will devote a significant part of my thesis to peculiarities of legal texts, particularly the differences of drafting contracts between the two languages. The representative data will be in the form of three authentic contracts written in Arabic. These are a Real-Estate Sales Contract, a Lease Contract and an Employment Contract. Each text was translated by three certified legal translators to produce nine different versions. Those versions will be put to ample analysis. The analysis of the data and the judgment of adequacy are conducted through examining and comparing how each translator approached problematic areas of legal translation in all nine texts. After that, the study explores the applicability of Speech Act theory to legal translation by comparing the translation of regulative acts 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 are asked to translate a "Power of Attorney" text as an assignment. In addition, a professional translator is asked to translate the same text as a commission. The translated versions are scrutinized for functional sufficiency in the target language.

1.2.6 Review of Related Literature

The literature on legal translation is meager indeed. This can be a priori to writers' contention that most technical genres display similar features both linguistically and stylistically. Research on legal translation between English and Arabic is predominantly restricted to purely semantic

or syntactic issues. For instance, Abu-Ghazal (1996) outlined a number of syntactic and semantic problems in legal translation from English into Arabic, by analyzing graduate students' translations at Yarmouk University of a number of UN resolutions. He chiefly aimed at detecting the linguistic and translation problems facing translators in general and MA students in particular. He concluded that such students should be exposed to intense training in legal translation before practicing it as a career.

Fargahal and Shunnaq (1992 and 1999) focused on the problematic areas in translating UN legal documents as encountered by MA translation students at Yarmouk University in their comprehensive examination. According to them, these areas fall into three categories: syntax-related problems, layout-related problems, and tenor-related problems. Their approach is, more or less, similar to Abu-Ghazal's.

Hatim, Shunnaq and Buckley (1998) occupied themselves with listing legal texts and their model translations, without setting foot in the field of legal translation theory.

Al-Bitar (1995) illustrated how legal language differs from other common-core English varieties. In her thesis, she studied twelve bilateral legal agreements and contracts signed 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 was 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 (47-62).

Emery(1989) explored the linguistic features of Arabic legal documentary texts and compared them with their English counterparts. Emery ended up recommending that trainee translators should develop a sense of appreciation of structural and stylistic differences between English and Arabic discourse to help produce acceptable translations of legal documents. Though he only made limited inroads into the area of legal translation theory or practice, Emery's article is actually one of the very few works that investigated general features of Arabic legal language, an area of research that has inexplicably been disregarded by Arab translators and theorists.

One of the pioneering studies in the language of law frequently referred to in the literature is that carried out by Mellinkoff in 1963. In his book, Mellinkoff was concerned with what the language of the law is, describing its characteristics and mannerisms. He also investigated the history of legal language, and then he brought the language of the law down into the practice.

In her study, Gustafsson (1975) scrutinized certain syntactic features that might contribute to 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 included additional factors.

In their book, Crystal and Davy (1969) appraised different varieties of English language uses. The authors 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" (1969: 112). A legal text for them exhibits a high degree of linguistic conservatism, included in written instruction such as court judgments, police reports, constitutions, charters, treaties, protocols and regulation (p.205). They described legal texts as formulaic, predictable and almost mathematic.

Leo Hickey (1998:224) argued that any translation of a legal text must be able to affect its readers the way the ST was able of doing to its readers. She wrote, "The translator must ask herself how the original text reader would have been affected and ensure an analogical TT reader will be affected similarly by his reading of the text but not by any other means" (Hickey 1998:224-225). Hickey failed to see that a TT might be directed towards different readers in a different context. In this case, it is pointless to pursue a similar effect on the part of the translator.

The above studies ignored pragmatic factors related to legal discourse. Such an approach, which extensively stresses the sensitivity of legal texts, may contribute to the creation of misconceptions about legal translation. In other words, it helps depict it as "a process of interlingual transfer" (Sarcevic 2000:2) within an array of restrictions.

Newmark is another theorist of general translation to comment on legal translation. He noted a difference in the translation of legal documents for information purposes and those, which are "concurrently valid in the TL community." Concerning "foreign laws, wills, and conveyances" translated for information purpose only, Newmark suggested

that literal or semantic translation, as he referred to it, is necessary. On the other hand, he stressed that “the formal register of the TL must be respected in dealing with documents that are to be concurrently valid in the TL community (EEC law, contracts, international agreements, and patents).” In Newmark’s view, such translations require the communicative approach that is target language-oriented (1982: 47). In this regard, Newmark is one of the few linguists to recognize that the status of a legal text is instrumental in determining its use in practice.

Juliane House (1997) discerned between two basic types of translation strategies: overt translation in which the target text receivers are overtly 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. According to House, the latter group includes texts that are not addressed exclusively to the source texts receivers, such as commercial texts, scientific texts, journalistic articles...etc (1991:194) although House does not mention parallel legal texts, they would also belong to this group, in fact all special purpose texts would fall under her category of covert translation.

Dickins et al (2003) offered a progressive representation of various translation problems, accompanied by lots of practical work in developing underlying principles for solving the problems. Theoretical issues were discussed only in so far as they relate to developing proficiency in method. Although a wide range of texts were dealt with in this book, little attention was directed towards legal texts in the form of pedagogic practice within a framework of more general linguistic issues ignoring the peculiarity of legal texts and treating them like other ISP texts.

Almost all of the above mentioned theorists and writers who have tackled the area of legal translation between English and Arabic, attached great importance to the letter of the law and thus are devoted to questions of terminological or syntactic accuracy, while disregarding pragmatic, functional notions. The following review demonstrates how some modern writers and theorists have reconnoitered communicative approaches to legal translation between English and some European languages, but not Arabic.

Mellinkoff's *Legal Writing: Sense and Nonsense* outlined basic rules of Plain English drafting. Most points were illustrated by contrasting samples of poor drafting in briefs, contracts and judicial opinions with versions of the same material rewritten in ordinary English. He wrote describing ready legal forms “[t]hey are a quick, cheap substitute for knowledge and independent thinking” (Mellinkoff 1982: 101). He also defined four elements of legalese: formalisms, such as *now comes*; archaic words, such as *hereby*; redundancies, such as *each and every*; and Latin words, such as *per curiam*.

By the same token, Butt and Castle (2006) burrowed into the roots of traditional legal language and its peculiar characteristics that make legal documents aloof from 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. Moreover, they emphasized the benefits of drafting in plain language and confirming the fruitfulness of its use. Like Mellinkoff (1982), they surveyed the reasons for the current alarming state of legal drafting, as well as provided guidance on how to draft well. Their book is the most recent

addition to the Plain English Movement that will be discussed in the next chapter. It argues that it is actually "safe" and constructive to break away from old ways of legal drafting into simpler, more communicative ones.

According to the Skopos Theory of translation introduced by Vermeer "the prime principle determining any translation process is the purpose (*Skopos*) of the overall translational action" (Nord 1997, 27). The translation procedures adopted for contracts, are subordinate to the pragmatic conditions they have to meet. However, strict literal translation is not necessarily the rule for this category of texts. In a context that is characterized by the absence of legal validity of the translated version, there may be situations where a free approach can be taken, if the aim is only that of making the addressee of the target text aware of the function of the original in the source-language culture.

In her book *New Approach to Legal Translation* (2000), which contained a comprehensive survey of legal translation, Sarcevic wrote, in connection with parallel legal texts, "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" (2000: 71).

As Sarcevic indicated, "the basic unit of legal translation is the text, not the word" (2000: 5). Terminological equivalence has an important role to play, but 'legal equivalence' used to describe a relationship at the level of the text may have an even greater importance (Sarcevic, 2000: 48).

Sarcevic 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 (2000:16). 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" (Sarcevic 2000:70-71).

1.2.7 Layout

Chapter two incorporates a detailed review of various aspects of the language of law. Lexical, syntactic and discourse-level features of English and Arabic legal language are investigated. Chapter three explores approaches to legal translation such as text typology, the concept of legal equivalence and pragmatics. It also sheds light on the legal structure of contracts.

Chapter four incorporates the findings of this study together with a discussion of these findings. It scrutinizes the applicability of pragmatics to the translation of contracts through comparing and criticizing the output of three professional translators. In addition, the relevance of functional theories to the translation of contracts is assessed through assaying the translations of student translators with the translation of a professional translator. Finally, chapter five presents a summary of the results and the recommendations.

Chapter Two

Features of Legal Language

2.1 Introduction

Legal language has aroused interest for thousands of years from several angles (Sarcevic 2000). "Law is necessarily bound to language, and in that sense legal language has existed as long as the law. In certain contexts, the language aspect of the law dominates: legal translation, legal lexicography, and legal rhetoric" (Mattila 2006:6). Legal discourse, generally speaking, is the type of discourse employed by lawyers, courts, judges, police, legislators and law-makers. Therefore, this kind of discourse does not only state in plain words the conditions of pacific social coexistence among human beings, the prevalence of order, prevention of crime or cruelty, "but also regulates the foundations of social relationships such as marriage, contracts, agreements and civil rights such as wills and inheritance" (Crystal and Davy 1969:193). A more comprehensive definition of what constitutes a legal text would cover documents, which are, or may become, part of the judicial process: for instance, contracts, wills, court documents, witness statements and expert reports, which are "bread-and-butter" activities for lawyers and legal translators (Kasirer 2000: 65).

Legal discourse has ritualistic, archaic and extremely formal features. Systematic resort is made to standardized forms, often archaic and uncommon in ordinary plain texts, stock phrases, rigid collocations and specialized cohesive devices for anaphoric and cataphoric as well as homophoric and inter-textual reference (Garzone 2003:3-4). Legal

language has been called a "sublanguage", a "dialect" or a "language" by some linguists, and "register" by others (Van Dijk 1981:279-288). These frozen patterns of language which do not tolerate much variation in form (Baker 1992) are even sometimes referred to as routines (Hatim and Mason 1997: 190). Another feature of legal discourse that sets it apart from other kinds of specialized discourse is its intricacy and obscurity, reflecting the complexity of legal thought and reasoning, but also the verbosity and haughtiness traditionally associated with the legal and judicial professions (Mellinkoff 1963: 25).

Legal texts are formulated in a special language that is subject to particular syntactic, semantic and pragmatic constraints. Furthermore, legal language is system bound, and hence is perceived of as a product of a specific history and culture. The language of the law mainly involves "parole" rather than "langue". Recognizing that "parole" is inseparable from "judicial acts", the language of law can be described as a "language of action". Sarcevic states that "the primary role of language in normative legal texts is to prescribe legal actions, the performance of which is intended to achieve a specific goal" (Sarcevic 2000:133). Similarly, Beaugrande and Dressler also regard a legal text as a "communicative occurrence" produced at a given time and place and intended to serve a specific function. It is the function of legal texts that make them special: they are instruments of law (1981:3).

The written legal text is, above all, intended to be read, and understood perhaps only after several rereadings. Crystal and Davy express this idea as follows:

It is essentially visual language, meant to be scrutinized in silence: it is, in fact, largely unspeakable at first sight, and anyone who tries to produce a spoken version is likely to have to go through a process of repeated and careful scanning in order to sort out the grammatical relationship which give the necessary clues to adequate phrasing (1969: 194).

Legal language has its fixed conventions: one law is linguistically very similar to another and variations are minimal. According to Joos (1962), legislative language clearly falls in the category of formal or even frozen style. Identifying the linguistic characteristics, or style indicators, of legal English on the basis of which it is possible to define it as formal or frozen, and distinguish it from other variants, has been one line of investigation during the last few years. It often contains a number of characteristics not commonly found in everyday language. Some of them may give rise to ambiguity in the meaning of the text, thus causing problems in the comprehension and the translation of those texts. As one of the varieties of legal texts, contracts not only share many of these characteristics, but also contain others that may be unique to their genre.

English legal language, like its Arabic counterpart, is a complex type of discourse. As discussed later in section 1.4, native speakers of English have recently reacted against the perceived obscurity of the language of the law. The "Plain English Campaign" has had some effect on legislature and judiciary, which have been forced to clarify and simplify legal language. Such notion has been totally absent in Arabic legal language, which, in most Arab countries, follows a Western legal system whose conventions of language and style are considered too sacred to be challenged yet. However, in the West, many lawyers continue to argue, with some

justification, that technical accuracy is an essential prerequisite of good justice, and that if linguistic precision is watered down to suit the demands of an uncomprehending majority, legal uncertainty will disappear (Sarcevic 2000).

The next few pages present overviews of some of the main features of legal English and Arabic at the level of vocabulary, syntax and discourse. The main emphasis will be on the lexical and syntactic features, since this is the base level in legislative writing, consisting of relatively independent and context-free sentences. Therefore, many of the inter-sentence dependencies characteristic of more neutral varieties of language play a less important role in legal discourse. Still such relationships do occur and will have to be considered. They are also relevant, because they may throw further light on some peculiarities of the syntax.

2.2 General Features of English Legal Language

It is hard to fully appreciate the nature of legal language without having some familiarity with its features. The following sections describe the general characteristic features of English and Arabic legal language.

2.2.1 Lexical Features

English legal terminology is naturally Anglo-Saxon with all the characteristic features of native vocabulary. "The range of vocabulary...in legal language is extremely wide, since almost anything...may become the subject of legislation" (Crystal and Davy 1969:207). According to Malinkoff and other linguists (Van Dijk: 1981, Crystal and Davy 1969, Malinkoff 1963), legal language has the following lexical features:

1. Frequent use of Old and Middle English words:

Archaic expressions borrowed from old English, and are not normally used in modern Standard English, except for legal documents and perhaps poetry, are one of the distinctive features of legal language. Words such as, hereof, thereof, and whereof (and further derivatives, including -at, -in, -after, -before, -with, -by, -above, -on, -upon etc) are not often used in ordinary English. They are used in legal English primarily as a way of avoiding the repetition of names of things in the document, very often, the document itself, for example, "the parties hereto" instead of "the parties to this contract". Moreover, -er, -or, and -ee name endings in names and titles, such as employer and employee, or lessor and lessee, in which the reciprocal and opposite nature of the relationship is indicated by the use of alternative endings. This practice is derived from Latin (Van Dijk, 1981:279).

2. Use of argot:

Malinkoff (1963:11-23) argues that the context plays an important role in determining the language of the law. For instance, he came to a conclusion that the language used in contracts, notices, and jury instructions, which is addressed to both lawyers and laymen is not the same language used among lawyers or in specialized legal documents, books or articles, because in this case, the use of argot or specialized language was needed. Amongst these are alleged, due care, purported...etc

3. Frequent use of formal words and phrases:

Malinkoff (1963) believes that the use of "formal words" is a distinctive feature of the language of the law. They are characterized by

being dignified, ceremonial, and polite expressions. The preference of "shall" over "will" is seen as a formal feature in "Law shall prevail". In legal drafting, non-standard terms are never used. Instead, highly formal words are usually employed. For instance, the word deem instead of consider, the word liable instead of responsible (Squires & Rombaur 1982:103).

4. Deliberate use of words and expressions with flexible meanings:

Malinkoff (1963) refers to a distinguishing feature in the language of the law, which is the choice of terminology; lawyers make use of a good number of flexible words and phrases in their legal writings. Amongst these are the following: adequate, approximately, clean and neat condition, promptly...etc.

5. Terms of art

Legal English employs a great deal of terminology that has a technical meaning and is not generally familiar to the layman e.g. *waiver*, *restraint of trade*, *restrictive covenant*, *promissory estoppel*, *contributory negligence*, *judicial notice*, *injunction*, *prayer* ... etc (Van Dijk, 1981:279).

6. Phrases expressing extreme precision:

These can be categorized as follows:

- (i) absolute, such as: all, none, never;
- (ii) restrictions, such as: and, no more and no other purpose;
- (iii) unlimiting phrases, such as: including but limited to, shall not be deemed to limit...etc (Malinkoff 1963:11-23).

7. Everyday English words that when used in law have different meanings from the everyday usage. For example, the familiar term *consideration* refers, in legal English, to contracts, and means, an act, forbearance or promise by one party to a contract that constitutes the price for which the promise of the other party is bought (Oxford Dictionary of Law). Other words often used in peculiar contexts in legal English include *construction*, *prefer redemption*, *furnish*, *hold*, and *find*. (Malinkoff 1963:11-23). An example due to Van Dijk about the use of common terms with uncommon meaning is the term *Assignment* which is used in legal contexts to refer to the transference of right not to its more familiar sense "task".

8. Use of doublets and triplets. There is a curious historical tendency in legal English to string together two or three words to convey what is usually a single legal concept. Examples of this include "*will and bequeath*", "*cease and detest*", "*null and void*", "*fit and proper*", "*perform and discharge*". Such constructions must be treated with caution, since sometimes the words used mean, for practical purposes, exactly the same thing, and sometimes they do not quite do so (Van Dijk 1981:285).

9. Unusual prepositional phrases: Van Dijk (1981:285) reports a high frequency of "as to" in American legal English, and finds intensive occurrence of "in event of" instead of "if" and "any".

10. Lack of punctuation: One of the most unusual aspects of old legal drafting is the almost complete lack of punctuation. This was due to a widespread belief among lawyers and judges that punctuation was unimportant, potentially confusing, and that the meaning of legal

documents should be gathered solely from the words used and the context in which they were used (Van Dijk, 1981:279).

11. Use of unfamiliar pronouns. For example, *the same, the said, the aforementioned* etc. The use of such pronouns in legal texts is interesting since very frequently they do not replace the noun, which is the whole purpose of pronouns, but are used to supplement them. Legal drafter would rather repeat the same noun over and over again instead of using a pronoun. Such tendency is alleged to help with accuracy and precise reference (Haigh 2004:5).

2.2.2 Syntactic Features of English Legal Texts

At the sentence level, legal English sentences "are, almost without exception, complex" (Crystal and Davy 1969:203).

Legislative texts are known for [...] long and complex sentences, typical use of qualifications to express complex contingencies. In order to make legislative statements not only simple, clear and unambiguous, but all-inclusive also, these qualifications are inserted at various points in the syntax of legislative statements. They also tend to introduce excessive information load at various points in the syntax of such statements, thereby creating barriers to effective understanding of such statements. In order to be able to understand and, to some extent, translate legislative provisions, whether from one language to another or from one audience to another, one is inevitably required to take into account these difficulties (Bahtia 1997:208).

Syntactically, English legal language, according to Van Dijk (1981: 279-288) and other linguists such as Bahtia (1997), Crystal and Davy (1969) and Maley (1994) is characterized by the following features:

1. Nominalization:

It is commonly accepted that the extensive use of nominalization is a marked characteristic of legal English (Bhatia 1997; Crystal and Davy 1969). Nominalization is the use of nouns in preference to verbs as in

Maley (1994) states that nominalization is most likely to be used in procedural sections in passive clauses with agent deleted.

Crystal and Davy (1969: 205) identify the following distinctive features regarding the use of nominals in legal English:

- a. There is a marked preference for postmodification in the nominal groups, as in "any installment then *remaining unpaid* of the rent" (postmodifiers are shown in italics).
- b. By contrast, the use of premodification other than determiners is refrained.
- c. Many of the nominals (for example, proposal, declaration, and termination) are themselves either abstract or not referring to some physical object.

2. Passives: Legal drafters have a tendency to use passive forms rather than active forms because "passive permits an indirect and formal tone with which lawyers instinctively feel comfortable" (Haigh 2004: 37). However, this can lead to lack of clarity.

3. Wh- deletion: the deletion of wh-form is common in legal English

e.g.: herein (which is).

4. Conditionals: Crystal and Davy (1969) point out that complex conditionals are very common in legal English.

5. Prepositional phrases: heavy occurrence of prepositional phrases in legal English as in “to give time for the payment of any purchase” (Van Dijk 1981: 282).

6. Sentence length and complexity: the length and complexity of sentences in legal register in English is seldom found in other registers. For example:

To sign agreements, conveyances, transfer, declarations, affidavits, petitions, statements and another other documents in my name and on my behalf that are necessary to affect a sale of the property. (Haigh 2004: 39)

7. Unique determiners: Crystal and Davy (1969) and Van Dijk (1981) report the use of unfamiliar determiners like “such” and “said”.

8. Impersonality: Texts are typically cast in the third person. According to (Haigh 2004: 37) it is inappropriate to use he/she in a document to refer to a person whose sex is unknown. In such cases, a number of gender-neutral pronouns such as *anyone*, *everyone* and *no one* and a number of other workarounds can be used.

9. Negatives: multiple negatives are common in legal English register. They are expressed in “unless”, “except”...etc (Haigh 2004: 39)

10. Binominal and multinominal expressions: These are parallel structures, i.e. two words belonging to the same form or class. According to Mellinkoff (1963), legal draftsmen attempt at precision both “by choice of

particular words and phrases, and by devices of composition such as numbering, lettering, indexing..." (1963: 22). For the first option, he outlines a number of ways by which choice of words and phrases is usually affected in legal drafting. One of such ways is "the use of multiple specifications of legal devices, factual situation, qualifications, applications..."(Mellinkoff 1963: 23). Emery (1989) describes them as collocations of synonyms or near synonyms, such as "genus" and "species".

11. Unusual word order. At times, the word order used in legal documents appears distinctly strange. For example, "the provisions for termination hereinafter appearing or will at the cost of the borrower forthwith comply with the same." There is no single clear reason explaining this phenomenon, although the influence of French grammatical structures is certainly a contributing factor.

12. Use of phrasal verbs. Phrasal verbs play a large role in legal English, and are often used in a quasi-technical sense. For example, "parties enter into contracts, put down deposits, serve upon other parties, and write off debts", and so on.

13. The Usage of "shall" "may" and "may not". "Shall" is used in official documents to show a law, command, promise, etc. For example, "All payments shall be made by the end of the month", "shall" here is different from the auxiliary verb which indicates the future tense." May" is used to refer to the possibility that someone may do something in a certain way, or that something may be done in a certain manner. For instance, "*The Second Party* may assign this Agreement to the third party without a prior

written consent of the First Party". "May not" is used to indicate the opposite as in "The Second Party may not assign this Agreement to the third party without a prior written consent of the First Party." (Sabrah 2003:49-50)

2.2.3 Discourse-level Features

In English legal discourse, the discourse level features substantially differ from those of other forms of discourse in English. The formality of the style and its strict wording design, long sentences, and intention of avoiding ambiguity, make the English legal register a structure of its own, i.e. a unique fusion of scientific and literary style. According to Van Dijk (1981: 279-288), legal English is characterized by the following features at discourse level:

1. **Anaphora-** although pronouns are avoided in legal registers, repetition of personal subject nouns are used to avoid ambiguity.
2. **Connection;** archaic terms referring to specific times, places, persons or things such as " herein after" and "aforesaid", work as cohesive devices.
3. **Substitution** and ellipsis are very rare in occurrence in legal English registers, yet there are few examples of both cohesive devices Wh-deletion is seen as a feature of ellipsis.
4. **Lexical cohesion-** lexical reiteration in English register is outstanding. Since pronouns are avoided, lexical items are mostly repeated within the sentences or successive sentences.

2.3 General Features of Arabic Legal Language

In comparison to English legal discourse discussed above, Arabic legal discourse has its own idiosyncratic features and distinctive structures. Legal Arabic texts are similar in many aspects to their English counterparts. Nonetheless, because of the linguistic differences between the two languages in form, structure, style, meaning, and organization...etc, the two registers differ considerably. Emery (1989: 10) states that:

Arabic legal texts exhibit their own features of structure and style. They make more use of grammatical cohesion (through reference and conjunction) and of finite structures than their English counterparts, and less use of passives. In addition, they are not characterized by the use of archaic vocabulary and morphology. The two languages differ in their patterns of nomination, creation of binominals and in their use of highlighting and text markers.

A closer look at the legal register of the two languages will demonstrate that Arabic legal texts make more use of grammatical cohesion through reference and conjunction and of infinite sentences than their English counterparts do. Arabic legal texts make less use of passive constructions and archaic expressions. Farghal and Shunnaq (1991) report that the syntactic choice, i.e. none-finite phrases which are found in English are non-existent in Arabic, for Arabic possesses only clauses, i.e. finite clauses.

As regards layout i.e. text structure and organization, the legal register (and of course other registers) in English and Arabic differ from each other to a large extent. Whereas English relies heavily on

paragraphing and organization of sentences in terms of punctuation, capitalization and italicization, Arabic rarely does so. Although Arabic has many forms: Kufic, Naskh, Diwani, etc., they all tend to follow the same way of writing structure and paragraphing in different texts. The fact that nearly all Arabic words are written in cursive and so separate letters are not used (except in some acronyms and abbreviations), does not allow for capitalization (Emery 1989).

Arabic legal language is generally characterized by the following features:

2.3.1 Lexical Features

Arabic legal language, like English legal language, has its own technical terminology (Emery 1989). The following are most prominent lexical features of Arabic legal language:

1. Doublets: In Arabic, word pairs used as redundancies to serve emphasis are common as in:

This establishment announces and declares

إن هذه المؤسسة تعلن وتصرح

2. Binominals: Emery defines them as collocations of antonyms, synonyms or near-synonyms (Emery, 1989: 9). In Arabic legal texts, binominals are not necessarily more common than other Arabic registers. The motivation for using binominals in Modern Written Arabic is primarily stylistic. Emery's examples are عاجلا أم آجلا "sooner or later", الأمن والسلام "peace and security", ذهابا وإيابا "round trip".

3. **Descriptive epithets:** such epithets are intended to lay emphasis on and further modify the noun. This example is due to Emery (1989: 10)

The two high contracting parities confirm يؤكد الطرفان الساميان المتعاقدان

2.3.2 Syntactic Features

Syntactic features of Arabic legal language are the following:

1. **Nominalization:** Arabic sentences can be classified into nominal sentences (verbless sentences) and verbal sentences (having verbs). Like written legal English, intensive use of long complicated nominals is a feature of legal Arabic. This example is due to (Emery, 1989: 8) ما يقرره المجلس بالإجماع يكون ملزما لجميع الدول. In this example, the nominal group is introduced by the relative "ما".

2. **Verbal group:** Emery (1989:6) argues that the imperfect past verb كان is equivalent to "shall" in legal English and it may express condition or stipulation as in

يقبل في القوات المسلحة الأردنية

Those to be recruited in the Jordanian armed forces

من كان أردنيا بالولادة

should be Jordanian by birth

3. **Conditionals.** Arabic legal texts are usually crammed with conditionals, stipulative terms, obligations or rights. The most common conditional particle is إذا i.e. "if" e.g.

(should) if any of the two parties terminated the contract:

إذا قام أي من الطرفين بإنهاء العقد

4. Passives. Although there is a general tendency to minimize passive constructions in legal Arabic language, passives in Arabic legal register have a special form, where auxiliaries are not used. One of Emery's (1989:7) examples is the following:

يكون تعيين الموظف تحت الاختبار لستة أشهر

The employee shall be appointed on a probationary basis for a period of six months.

5. Modality. Modality in Arabic legal register is usually expressed by sentence initial lexical verbs as in يجوز, يحظر, لا يجوز and the preposition ل and على for rights and obligations respectively. For example:

- للحكومة إنهاء هذا العقد بدون إنذار

- على الموظف كجزء من مهام وظيفته أن يبذل قصارى جهده (Emery 1989: 10)

2.3.3 Discourse-Level Features

1. Cohesion- Arabic legal language displays a larger tendency to serve lexical cohesion in the form of repetition of the same lexical item, much more than English legal language. The following examples are due to Emery (1989: 4-5):

يوقع الطرفان على هذا العقد ويلتزم الطرفان بنصوصه وعند حدوث خلاف يلجأ

الطرفان إلى لجنة التحكيم

The (two) parties sign this contract and the (two) parties abide by its wordings and in case of differences the (two) parties should consult an arbitration committee.

2. Coherence. Emery (1989: 5-6) defines coherence as "the connectivity of the underlying content of the text" that helps in making the whole text hang together. Legal Arabic is often overtly cohesive through prominal reference. Further, since written Arabic is generally more explicit than English (Emery 1987), less information has to be recovered from the context, and more detail is specified through prominal references:

تتعهد بان لا تقوم بعمل يرمي إلى تغيير النظام

(Place specified)

Aimed at changing it (that system)

Cohesion is also achieved through reference within the nominal group or verbal group.

This thorough review of the characteristic features of legal language serves to introduce the peculiarities of the legal discourse emphasizing its intricate nature, so that new legal drafting styles and more liberated translation strategies, introduced later on, are appreciated and justified. Some of the features described above would be discussed as problematic areas of legal translation addressed diversely by different translators. Such areas have often been cautiously approached by legal translators who have always strived to emulate the ST by observing a high degree of literariness.

Though most of these features are still present in modern legal texts, the way they are dealt with in translation is gradually changing to suit the demands of clients and text receivers who may ask the translators to do away with the binding force of the legal text altogether. In today's world, the modern legal translator is exposed to new demands such as, new functions and new communication goals that he/she should strive to cater to (Sarcevic 2000).

2.4 The Plain English Movement

2.4.1 History and Origins

The Plain Language Movement usually traces its origins to Sir Ernest Gowers (1948) *Plain Words*, and his later influential *Complete Plain Words*, published originally in 1954, and in many revisions and editions since. There has been a continuing movement for plain language in Britain, spearheaded since 1979 by the Plain English Campaign, which since 1984 has been working with the National Consumer Council to advocate plain English law. The movement also became influential in the USA, reaching its height with the personal endorsement of President Jimmy Carter. The influential Document Design Center in Washington DC has produced through surveys of the evidence concerning the difficulty of individual linguistic features of legal English, as well as detailed guidelines on how to reduce its complexity (Felker et al, 1981).

More recently in Britain, the plain language movement has had a major success in persuading the government and mainstream English law authorities to implement change towards plain language. A number of

arcane legal terms have been replaced: for instance, a *plaintiff* is now a *claimant*, a *pleading* is now a *statement of case*. Law Latin has been replaced with English – e.g. *parte*, *inter partes*, *in camera* and *supoena* have become *with notice*, *without notice*, *in private* and *a summons*. Proper names such as an *Anton Piller order* have been replaced with more transparent titles such as a *search order* (Gibbons 2003: 123).

Since " language is a vehicle by means of which law is transmitted, interpreted and executed in all cultures" (Levi 1990: 4), the plain language is said to have developed in response to the needs of consumers for documents they could understand and the recognition by government and business that plain language brings efficiency and economic benefits. During the past two decades, research has uncovered obstacles to understanding the written word. That research has contributed to a multi-disciplinary interest in the way in which texts can best be written and designed to make them easier to understand. The Campaign organizers goal was not merely to replace legal jargon with everyday words, but to reform content and layout of legal texts (Levi 1990). In their book, Butt and Castle (2006) explain how and why traditional legal language has developed the peculiar characteristics that make legal documents inaccessible to the end users. Incorporating recent research and case law, the book provides a critical examination of case law and the rules of interpretation.

2.4.2 Plain English Movement Proponents

Detailed case studies illustrate how obtuse or outdated words, phrases and concepts can be rewritten, reworked or removed altogether. Particularly useful is the systematic guide to drafting in the modern style,

using examples from four types of common legal documents: leases, company constitutions, wills and conveyances. Readers gain an appreciation of the historical influences on drafting practice and the use of legal terminology. They learn about the current moves to reform legal language, and receive clear instruction on how to make their writing clearer and their legal documents more useful (Butt and Castle 2006). As part of their mission, they compel legal drafters and writers of official prose to

- decide what the essential information is, and stick to it,
- choose a word learnt early in life,
- select a clear, legible typeface,
- construct sentences simply, with one or two clauses in a sentence, and
- create a total effect which is pleasing (Butt and Castle 2006 :61)

Butt and Castle delineate some of the main reasons that influence traditional legal drafting. For example:

- Familiarity and habit - the security that comes from adopting forms and words that have been used before and seen to be effective,
- Conservatism in the legal profession, allied to the common law tradition of precedent,
- The litigious environment of legal practice,
- The desire to avoid ambiguity (Butt and Castle 2006 :5).

They believe that these factors act as impediments to creative legal drafting.

David Mellinkoff wrote the seminal work on the English legal register, *The Language of the Law* (Mellinkoff, 1963). In this book, he traces the history of English legal usage from the earliest days of Celtic England through successive invasions by the Anglo-Saxons, the Romans, and the French, with the resultant borrowings, impositions, and amalgamations. He identifies a number of patterns that characterize the style of legal texts: foreign phrases left intact (mainly Latin and French: *ex post facto*, *voir dire*, etc.), doublets and triplets (*cease and desist*; *in my name, place, and stead*), alliteration (*lewd and lascivious*; *rest, residue, and remainder*), archaic usage such as the compound words of Old English (*hereinbefore*, *whomsoever*) and words that are no longer in current use (*slay*), as well as vague, pompous, and inflated verbiage. Mellinkoff does not mince words when he takes lawyers to task for their bad writing:

The language of the law is often unclear — plain "muddy." This is not to say that the language is devoid of meaning. Simply that if there is any meaning, it is hard to find. It is puzzling not merely to the untutored non-lawyer. Puzzlement extends to bar and bench (Mellinkoff, 1963: 25).

The following are some of Mellinkoff's sarcastic critiques of lawyers' excessiveness:

In or out of the law, pompous language gives an air of importance out of proportion to the substance of what is said. [...] a sampling of some law words which have been used long and often, with never a healthy smell

of precision about them. They are flabby words; and in addition, many of them are treacherous, for unlike such as *reasonable* [...] and *substantial* [...] they are not obviously vague. [...] As a kind of fetish supposed to endow with precision whatever it stuck to, *aforesaid* has been glued to everything [...] (Mellinkoff, 1963: 304-05; italics in original)

Mellinkoff (1982) argues legal writing is inherently "wordy, unclear, pompous, and dull." He thinks that lawyers have earned a reputation of obfuscation, for using "dead and deadly words" and "swarming imprecision" (Mellinkoff, 1992: vii, viii).

As a cure, he offers the following seven rules to make legal documents more precise and readable (Mellinkoff, 1982: 55-57).

Rule 1: The language of the Law is more peculiar than precise. Do not confuse peculiarity with precision.

Precision is sometimes peculiarly expressed, but try not to be taken in by the peculiar expression of nonsense.

Rule 2: Do not ignore even the limited possibilities of precision. The price of sloppy writing is misunderstanding and creative misinterpretation.

Some day someone will read what you have written, trying to find something wrong with it. This is the special burden of legal writing, and the special incentive to be as precise as you can.

Rule 3: Follow the rules of English composition.

If it is bad writing by the standards of ordinary English, it is bad legal writing. If it is good writing by the standards of ordinary English, it is more likely to be good legal writing.

Rule 4: Usually you have choice of how to say it. Choose clarity.

Lack of clarity is a common but not necessary feature of legal writing. It is not an inevitable by-product of precision. Clarity depends more on how you say it than on what you have to say. As you write, keep asking who your audience is.

Rule 5: Write law simply. Do not puff, mangle or hide.

The only thing about legal writing that is both unique and necessary is law. To simplify legal writing, first get the law right. You cannot simplify by omitting what the law requires or including what the law forbids. The better you know the law the easier to decide what law ought to go in, and what is window dressing.

Rule 6: Before you write, plan.

In the quiet time before you become excited with your own words-on-paper, plan. Talk over goals with those who know more law. Mull, jot, fret, read, outline. Then write. If you start from a plan, the writing will help your thinking and writing. Unplanned, the flow of words becomes a distraction.

Rule 7: Cut it in half!

Repeat the operation until you run out of time or material. Do not say the same thing twice inadvertently. Rewrite. Rewrite. Rewrite.

2.4.3 Criticism to Plain English Movement

A number of studies have questioned approaches of Mellinkoff and other plain language proponents. Critics to this movement argue that precision is incompatible with plain or clear language. They pose questions like, "Should the Main Goal of Statutory Drafting Be Accuracy or Clarity?" (Stark 1994: 207). Stark downplays intelligibility by arguing that "If [legislative drafters] write a statute that is not rapidly comprehensible but fulfills the requester's intent, they have done their job, although they will slow down readers, which is a trivial consideration...legislative drafters will get help in advancing their art from advocates of focusing on accuracy, not from advocates of focusing on clarity... In addition, major help will come not from academics, who not only are likely to be wedded to the plain-language school but also have insufficient knowledge of the exigencies of drafting, but from professional legislative drafters. It is time for drafters to fill the vacuum into which the academics have rushed, to take responsibility for developing their own art" (1994:209). Some believe that plain English should be mandated. Others urge legal writers to voluntarily use plain language. They claim lawyers should use plain language and eradicate legalese simply because it makes sense that writing be readable and understandable, not because of legislative mandate.

The next chapter investigates approaches to legal translation along with the general aspects of contract drafting.

Chapter Three

Legal Translation

This chapter reviews the theoretical framework underlying the translation of legal texts and the changing role of the legal translator. It also introduces the structure of contracts in general.

3.1 Approaches to Legal Translation

Although the translation of legal texts is among the oldest and most significant and the most immensely produced all over the world, legal translation has long been neglected in both legal and translation studies (Sarcevic 2000). Being considered one of the many branches of special-purpose translation, legal translation was often overlooked due to its alleged state of subordination. In this age of multilingualism and communication revolution, the legal translator plays a major role in the process of communication within diverse legal systems. "Translation of legal texts leads to legal effects and may even induce peace or prompt a war" (Sarcevic 2000: 1). Due to the current freedom of social, political and economic interaction between people from all over this global village, the demand for legal translation is more pressing than ever. As an answer to the increased emphasis on equal language rights, many international judicial bodies have recognized everybody's right to use their own language legal issues.

Traditionally, translation has been considered as an interlingual transfer process. As defined by Catford (1965: 1), translation is "an operation performed on languages: a process of substituting a text in one language for a text in another." Liberated from the constraints of traditional

translation straightjacket, the translator is "no longer a passive mediator whose main task is to reproduce the source text (Wilss 1988a:3; Honing and Kussmaul 1982: 14 cited in Sarcevic 2000: 3). Translation is now regarded as a "cross-cultural event" (Snell-Hornby 1988:46) and the translator as an active participant in the communication process." The translator is a text producer who creates a new text on the basis of the communicative factors of reception in each situation" (Sarcevic 2000: 3).

The translation procedures adopted for legal texts are subordinate to the pragmatic conditions they have to meet. However, strict literal translation is not necessarily the only rule for this category of texts. In a context that is characterized by the absence of legal force of the translated version, there may be situations where a free approach can be taken, if the aim is only that of making the addressee of the target text aware of the function of the original in the source-language culture. In this case, the function of TT is completely different from that of the ST.

Sarcevic (2003) attempts to provide a theoretical basis for legal translation within the framework of modern translation theory. She argues that:

Like other areas of translation, the translation of legal texts is (or ought to be) receiver-oriented...legal texts authenticated in two or more languages are interpreted and applied by courts in various plurilingual jurisdictions. It is not concerned so much with methods of interpretation but rather with the implications of decision-making process of translators. Above all, it attempts to show how translation strategy is affected by the communicative factors of reception in bilingual and multilingual jurisdictions. Since the success of an authentic translation depends on its

interpretation application in practice, the ultimate aim is to encourage interaction between translators and the judiciary (p. 1).

Sarcevic (2003) regards translation as an act of communication between text producer and receiver. She makes a distinction between direct receivers of legislation, which include all persons affected by the particular instrument, and indirect receivers who are the specialists who have the authority to interpret and apply such instrument. Thus, in a plurilingual setting, the translator is the third participant in this process of communication. Translation of legal documents including contracts is authoritative only if they have been approved by the law. All authenticated translations are just as binding as the original text. Hence, they are not regarded as translations (Sarcevic 2000:20). In order for that to happen, they should be equal in meaning, function and intent.

3.1.1 Legal Translation and Text Typology

A number of theorists have proposed various text typologies as a way of determining the right translation strategy. The first text typologies were based on subject matter. In the narrow scope of such typologies, legal texts were utterly ignored. After that, a distinction was made between literary versus non-literary texts. Thus, a difference was detected between the translation of works of art and the translation of worldly texts. Legal texts belonged to the second type and so were thought to need neither creativity nor hermeneutics in translation. Later, this text typology developed into what is currently known as special-purpose texts (Sarcevic 2000: 5-6). In 1971, Katharina Reiß was the first to suggest a translation-oriented text typology based not on subject matter, but on function. She

classified texts into expressive, conative or informative. Hence, a legal text would fall under informative texts category. As a result of this newly found focus on function, translation theorists started to pay heed to pragmatic aspects of texts by being more aware of the function of texts and the role of that in the process of communication (Neubert 1985).

The peculiarity of a legal text stems essentially from its function. Hence, putting it on equal footing with other special-purpose texts will impede the process of recognizing its primary function. Peter Newmark (1982), like Reiß, proposed a text typology based on Bühler's model of language functions which is based on a division of basic verbal communicative situations with three corresponding text types, informative, expressive and evocative or operative. However, he classified legal documents as expressive texts, therefore putting them side by side with imaginative literary texts for which he received a lot of criticism, which was only reasonable (Newmark 1988). Sarcevic (2000) argues that legal instruments such as contracts are regulatory in nature. She also adds that these are now considered as normative texts which "prescribe how the members of a given society shall act (command), refrain from acting (prohibition), may act (permission) or are explicitly authorized to act (authorization)" (Sarcevic 2000: 11).

3.1.2 Legal Translation and the Concept of Legal Equivalence

The intricacy of legal discourse and its pragmatic status may explain the reason why the traditionally adopted approaches to legal translation need to be reconsidered. Thus, a change in perspective occurred with a gradual shift towards a more flexible approach. Such an approach is

characterized more and more by recipient-orientedness, with new criteria of equivalence, specific for legal translation (Sarcevic 2000: 23). Therefore, the principle of legal equivalence emerged, which brought into play the legal function that a translated text would have to perform in the target culture (Beaupre 1986: 179; Herbots 1987 cited in Garzone 2003:5). In literature on translation, the concept of equivalence has grown to be redundant, vague and controversial. Guidelines to achieving it in actual practice have been one of the longest debated issues, especially in the 1970s and early 1980s.

Basically, the criterion of legal equivalence is analogous to the notion of functional equivalence, and, in terms of general translation theory, both principles have their counterparts in other general principles proposed by renowned theorists such as Nida and Taber's dynamic equivalence (Nida and Taber 1969: 22-24), Koller's pragmatic equivalence (Koller 1992: 187) and Newmark's communicative translation (Newmark 1982: 38-56). Within this framework, the translation of a legal text will strive to realize identity of meaning between original and translation, i.e. identity of propositional content as well as identity of legal effects (Sager 1993: 180). The introduction of the concept of legal equivalence marked a turning point in the history of legal translation. However, it still considered the source text as the yardstick against which the quality of a translation is assessed (Sarcevic 2000: 202). Its emergence has allowed for the end of the traditional inclination for preserving the letter of the original and the shift to a more dynamic approach.

Though the concept of legal equivalence might seem to be applicable to virtually all types of legal texts, nevertheless, a succinct investigation of

a practically diverse sample of translated legal documents will show that this is not the case. For some text types and contexts, the principle of legal equivalence is inapplicable. A noteworthy example is the case of sworn translations which cannot be other than strict literal, being subject in some countries to further constraints in terms of graphic organization such as suppression of blanks and new paragraphs to prevent any addition of forged material after the certification has taken place. It is indisputable that this kind of situation does not fall within the scope of legal equivalence (Garzone 2003:5). The principle of legal equivalence was originally formulated in a bilingual (and bi-juridical) context. Hence, it chiefly stresses that translated text has its own autonomous force, i.e. independent legal validity, which is essentially pragmatic in nature. The translation strategies adopted for a certain text are subsidiary to the pragmatic conditions it has to meet (Garzone 2003).

3.1.3 Pragmatics and Legal Translation

Pragmatics studies how people comprehend and produce a communicative act or speech act in a concrete speech situation which is usually a conversation. It distinguishes two intents or meanings in each utterance or communicative act of verbal communication. One is the informative intent or the sentence meaning, and the other the communicative intent or speaker meaning (Leech, 1983).

Pragmatics is the study of the relationship between the linguistic sign and its user, that is to say, the study of how people use language to communicate. Pragmatics deals with meaning in context and maybe the study of aspects of meaning not covered in semantics.

If we take legal language to be the sign and the society as the user of that sign, we will be looking at elements like function, context and comprehension. Legal texts do not only describe, report and narrate facts, information and arguments, but also they can be used to impose obligations, regulate relationships and perform legal actions (Austin 1962). After the introduction of the speech act theory by John Austin in 1962 and the latter elaboration on the theory by John Searle, many theorists have explored the applicability of this theory to legal language. Legal language was found to display two main speech act types descriptive (informative) and prescriptive (vocative) discourse. In dealing with contracts, Trosborg (1994: 312 ff.), while acceptably emphasizing that legal speech acts cannot be translated literally, classifies them as directive, commissive and constitutive. She uses the word constitutive to denote “sentences used to explain or define expressions and terms in the contract or to supply information concerning the application of the statute.” She discusses the meaning of verb forms in legal speech acts in a translation perspective. Moreover, she argues that the modal verb shall, while in legal texts this modal may alternatively also have a performative meaning depending on the context (Garzone 1996a:68 ff.; 1999), with evident implications for translation decisions. These observations on the one hand shed light on the markedly sensitive nature of legal texts, which contributes to making their translation particularly critical and challenging, and on the other emphasizes the significance of pragmatic considerations in settling on the right translation strategy to adopt.

Austin (1962) proposed a series of success conditions for a performative utterance to meet or else the speech act will fail.

Correspondingly, Nord (1997: 35) describes the adequacy of a translation in the following terms:

This means the translator cannot offer the same amount and kind of information as Source-text producer. What the translator does is offer another kind of information in another form [...]. Within the framework of *Skopostheorie*, "adequacy" refers to the qualities of the Target text with regard to the translation brief: the translation should be "adequate" to the requirements of the brief.

When deciding on the most efficient translation strategy to be used, the context of the translation, its purpose (skopos) and the nature of the text and the text receivers can be quite decisive. However, the translation commission can contribute significantly to the quality and functionality of the translation by providing the translator with information about the intended target-text functions, addressees, the prospective time, place and motive of production and reception of the text (Nord 1997, 137).

In translating legal texts, equal intent has priority over equal meaning. There are two forms of intent: macro and micro. While the macro intent of a text is often identified as its general communicative function, the micro intent is the specific purpose of a particular text, i.e., what it is attempting to achieve or author intent. Hence, legal translators must strive to produce a text that expresses the intended meaning and achieves the legal effects intended by the author. In legal domain, this is known as legislative intent. In contracts, this is known as the intent or will of the contracting parties. In general, author intent in legal texts is often referred to as the true or the original intent.

Accordingly, the translator's primary task is to produce a text that can be interpreted and applied as intended by the legislator. Based on that, a sufficient communication process within the mechanisms of the law can be said to have taken place when the translated versions of a single text are interpreted and applied uniformly as intended by the contracting parties (Sarcevic 2000: 73).

Speech Act Theory

A speech act is the proposal that people use utterances to perform acts. Following the usage of John R. Searle, it is often meant to refer just to the same thing as the term illocutionary act, which John L. Austin had originally introduced in *How to Do Things with Words*.

The basic unit of language, according to Austin, is not the word or sentence but the act which a person performs by using words and sentences. Austin sets out to identify the variety of acts which can be performed by means of language. He started by pointing out that there are many utterances that cannot be discussed in terms of truth or falsehood. A constative utterance states a fact or reports that something is the case or describes what something is. A performative utterance does not describe or report or constate and therefore cannot be assessed as true or false. Moreover, the very fact of uttering it is part of performing an action (Austin 1962).

According to Austin (1962), utterances have three aspects: locutionary, illocutionary and perlocutionary acts.

(i) **locutionary act**: the utterance of a sentence with determinate sense and reference.

(ii) **illocutionary act**: the making of a statement, offer, promise, etc. in uttering a sentence, by virtue of the conventional force associated with it (or with its explicit performative paraphrase).

(iii) **perlocutionary act**: the bringing about of effects on the audience by means of uttering the sentence, such effects being special to the circumstances of the utterance (Levinson 1983:236).

Direct and Indirect Speech Acts

Searle later introduced a distinction between direct and indirect speech acts. This distinction relies on the speaker recognizing the intended perlocutionary effect of a particular utterance on a particular occasion. Indirect speech acts occur when an illocutionary act is performed indirectly, by way of performing another. Searle also tried to specify conditions of felicity in relation to speech acts. He distinguishes between regulative and constitutive rules. Regulative rules regulate a pre-existing activity, an activity whose existence is logically independent of the existence of the rules. Constitutive rules constitute and also regulate an activity, the existence of which is logically dependent on the rules.

Searle makes a distinction between primary and secondary illocutionary acts. A primary illocutionary act is not literal rather it is what the speaker means to communicate. The secondary illocutionary act is the literal meaning of the utterance. By dividing the illocutionary act into two sub-parts, Searle is able to explain how we can understand two meanings

from the same utterance while at the same time knowing which is the correct meaning to respond to. Searle attempts to explain how we are to separate the primary illocution from the secondary illocution by means of a set of steps that the speaker and hearer must subconsciously complete (Searle 1969).

3.2 Translation Procedures

For centuries, legal translators have devotedly followed the syntax of the source text as closely as possible, mainly out of fear that any changes might disturb the thought process. This fear disappears when translators understand how they can express the intended underlying relations in a legal text. In navigating between the source text and the target text, several translation procedures can be used to achieve this goal. Such procedures can be seen as problem-solving techniques that help devise and reproduce the intended meaning (Asensio 2003).

- **Cognates**

Cognates strongly facilitate identification, so they are often used for the names of laws, courts, institutions or legal concepts that do not exist in the target culture (Asensio 2003: 56).

- **Borrowing**

Borrowings or loan words are necessary when identification is the main concern, as in the case of proper nouns, degrees, grades...etc. These are also necessary when there is no equivalence between concepts in two cultures (Hervey and Higgins 1992: 31).

- **Calques**

Calques are useful when we lack adequate terms in the target language. However, they quite often interfere with understanding when the concepts are not equivalent and convenience of further procedures should be considered (Asensio 2003: 57).

- **Simplification**

Simplification of the original can be seen as a special case of omission, and may turn out to be quite recommendable. The abuse of doublets, triplets, reiteration, multi-particle references, etc. makes translation often unpalatable and unreadable, and meaning is already present, implicitly or expressly, in the texts (Asensio 2003: 58).

- **Aggregation of several meanings into one**

Aggregate translation is the use of a simple solution for a complex meaning, using as few words as possible in a way that integrates all different meanings of the original. It makes understanding of the translation much easier. On the other hand, it can suppress the explicitness in the original, when the author expressly wishes to state some individual case. The resulting contraction of text might also seem suspicious to many recipients. It should therefore be used with the utmost discretion. It can be used due to lack of equivalence or considerations of style (Asensio 2003: 57).

- **Multiplication**

Despite the multiplicity of simplification strategies, the nature of the target language may make multiplication very useful (Asensio 2003: 58).

- **Functional adaptation**

In the absence of direct equivalence, the translator may use the concept that performs approximately the same function in the target language. However, this strategy is not always advisable for binding legal documents (Downing and Laurence 2002).

- **Linguistic adaptation**

Sometimes the translator adapts the expression to terms and phrases that are natural in the target language. This can be done by the following

1. Changing grammatical person
2. Exchanging formulaic elements
3. Omitting upper-case letters (Downing and Laurence 2002).

- **Approximate solutions**

When no equivalence exists between languages and systems, solutions approaching the meanings of the original may be enough, even when this is not the optimal solution (Asensio 2003: 59).

- **Personification**

This is a solution in cases where the target language does not allow legal acts to be personalized as the source language does (Asensio 2003: 59).

- ***Ex novo* creations**

"*Ex novo*" neologisms are purely invented words. They are not advisable in official translation since they facilitate neither identification nor understanding (Asensio 2003: 60).

- **Paraphrasing**

This method is explaining the SL concept if it is unfamiliar to the target reader, when there is no equivalent institution or concept in the target culture and when a literal translation will make no sense. Concepts peculiar to the Western legal and parliamentary systems are generally translated through paraphrasing (Baker 1992, 37-38, Asensio 2003: 61).

- **Omission**

Omission is quite dangerous as a solution for legal translation but might be reasonable in certain cases when the information included in the original is no longer relevant. In the case of formulaic expressions, empty of meaning and which have no literal translation, omission can become an adequate solution (Toury 1995: 82).

The next section delineates the general provisions of civil contracts, since the corpus that will be discussed in the following chapter comprise of four types of civil contracts.

3.3 Contracts

Contracts are agreements between two or more parties to exchange performances in a given situation for a specific purpose. The legal actions to be performed or not performed are set forth in the substantive provisions

in the form of obligations, permissions, authorizations and prohibitions, all of which are enforceable by law (Sarcevic 2000: 133-134).

In today's world, contracts are the legal documents ordinary people are likely to be most familiar with. A contract does not have to be formally written down and signed to be legally binding. Oral contracts are valid in law though there may be difficulty in proving them if there are no witnesses. Given this freedom of form, there are some basics that distinguish contracts from other forms of agreement and which must be present for a contract to be recognized as such and thus enforceable. In the first place, there must be an agreement between two parties, who may be individuals or groups, nonprofessionals or juristic experts. This agreement is often described as a "meeting of minds" (Alcaraz and Hughes 2002: 126). Second, there must be valuable consideration given and received by each party. In other words, each party promises to give something in exchange for the other party's promise to give something else in return. Normally, this consideration takes the form of money, goods or services, but it may be practically anything so long as it has some identifiable worth. Thus, in this mutual offer and acceptance, each of the two parties may be viewed as both or "promisor" and "promisee". Third, the parties must intend their promises to be acted on and to be legally binding. Insignificant or vague actions are not constructible as contracts, nor are promises to undertake the impossible. Fourth, the subject matter of the contract must not be illegal or "tainted with illegality"; so called "contract killings" are not contracts in law. Fifth, the contract must be freely entered into by both parties and both should be of equal bargaining power. Any agreement brought on by fraud, unreasonable influence or oppressive means may be

set aside, as may an unfair bargain or one-sided agreement bargain (Alcaraz and Hughes 2002: 126-127).

According to Alcaraz and Hughes (2002: 127-132), although there can be immeasurable disparities, contracts generally have the following textual features:

a) Commencement or premises

In the prefatory section, there is commonly some descriptive phrase identifying the type of undertaking. Parties of the contract are usually identified in this section.

b) Recital or preamble

In very formal contracts, parties usually recite the reasons that led them to construct such contract. Commercial contracts sometimes follow this tradition by supplying details of parties' identities, interests and relations to one another and the overall purpose of the contract.

c) The operative provisions

This section begins with a clause pronouncing the existence of an agreement between the parties and giving force to it by using a performative verb such as agree, promise, undertake...etc. The rest of the section is devoted to detailed specification of overall bargain and parties.

d) Definitions

If the parties believe that definitions are necessary in order to make their intentions clear, they can be invariably contained in the operative provisions.

e) Consideration

This section is dedicated to clarifying the nature of the mutual exchange of benefits between the two parties. Therefore, it is the legal sense of the term consideration as in "in consideration of" which means in exchange that is intended here.

f) Representation and warranties

This clause asserts any matter of fact necessary to guarantee the good faith of each party, such as assurances as to the quality of the goods sold or services provided, the right of each party to act in the contract, and the legal assumptions on which the contract is entered into.

g) Applicable law

It is common, especially in commercial contracts, for the parties to state which set of laws is to govern the agreement. It also clarifies which courts are competent in case of dispute.

h) Severability

This is an optional section in which parties may agree that if any part of the contract is deemed inoperative or unlawful, the rest of the agreement will remain valid and binding.

i) Signature

The signatories' names are printed legibly above or below their signatures, and if any of the parties are juristic persons, his/her professional capacity is appended.

j) Schedules

These are known as "exhibits", "appendices" or "annexes". They contain miscellaneous information of interest to the parties (e.g. shipping documents, technical specifications, power of attorney, or other similar materials).

3.4 Sender/Receiver Relations in Contracts

Contractual communication is unique in that the relative intentions of the parties are expressed onto print through the assistance of someone who is learned in law. In contracts, the parties are specified in the introduction and by their signature; as each part accepts the agreement as enforceable by the court. Basically, the parties to the contract are both senders and receivers. The parties are senders in that before the contract is drawn up by a lawyer, they have agreed on the subject matter of the contract, its content and the particular conditions involved. They are receivers in that they verify and witness the agreement by their signature, and thus approve the contents of the contract (Trosborg 1997).

Apart from the parties to the contract themselves, there may even be another receiver of the contractual message, namely the court. This potential receiver may be the third party of the communicative process of the legal discourse as realized in contracts. It forms the basic scope for the individual contract and its inherent authoritative status imposes restrictions on the parties, as the contents of the contract have to be in conformity with the legal framework.

There seems to be asymmetrical power relations between the potential receivers and the parties to the contract as their scope and liberty of action is restricted and limited by the mere institutional authority of partly the rules of contract law, and partly the courts constructing and administrating such rules (Trosborg 1997: 56-57).

The next chapter scrutinizes the translation of contracts from a pragmatic and functional perspective through an empirical data analysis, incorporating discussion of the findings simultaneously. It investigates the applicability of pragmatics to the translation of contracts through comparing and criticizing the output of three professional translators. The assessment is carried out by arbitrating their adeptness to maintain the intended meaning and the communicative act effectively, guided by the context and illocutionary force aimed at.

Moreover, the chapter also appraises the bearing of functional theories on the translation of contracts through the analysis of TT produced by student translators and comparing them with the ones produced by a professional translator. The TT is accorded new functions in new comprehensively different contexts. For this purpose, a legal thriller novel and a newspaper advertisement are selected as alternative genres harboring new functions and addressed to new receivers.

Chapter Four

Discussion of Findings

4.1 The Corpus and Methodology

The corpus upon which this chapter is based consists of nine translated versions of three authentic contracts. The three contracts are a Real-Estate Contract, a Contract of Lease and an Employment Contract. These contracts 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 texts of the same type, i.e. legally binding, official documents. These translators were chosen based on their long experience with legal translation and the fact that they are certified legal translators, which makes them appropriate subjects for this empirical study. After that, an analysis of each of the three contracts is carried out in order to compare each version's legal validity based on its functional and pragmatic efficiency.

The first part of the chapter compares and critiques the translation strategies used by the three translators to deal with problematic areas of legal translation. In legal translation, translators usually face more difficulties and are often pressured into observing a higher degree of precision than when translating other contexts. To understand a legal culture of a given country, the translator must focus not only on legal rules, concepts and categories, but also on the context of the legal text concerned. Lexical items found in any given legal text can be divided into symbolic items and functional items. The latter type consists of grammatical words or phrases that have no direct reference in reality, but serve to bind and

order those that do. The symbolic group, on the other hand, includes all terms that refer to things or ideas found in the world of reality, physical or mental. This group maybe further subdivided into three categories: purely technical terms, semi technical terms and everyday terms (Harris 1997). In view of that, the first part of this chapter investigates how each translator handled these three types of legal vocabulary. Other problematic areas such as synonyms and quasi-synonyms, legal formulas, here- and there-compounds have been analyzed. Various sections from all nine versions are selected to be compared and assessed as regards success in reproducing the intended meaning. The proposition to be examined is that pragmatics has potential application to all fields with a stake in how utterances are understood. Hence, pragmatics can play a significant role in legal translation.

This part of the chapter also probes the alleged inherent standardization of legal translation. That is to say, if legal translation should be acquiescently compliant to an endless array of restrictions, then all three versions of each contract should be identical. If this did not turn out to be the case, and if all three versions turned out to be different in wording and style yet equally valid, then standardized legal translation is nothing but an artificial assessment procedure. Conversely, this may also shed light on various instances of erroneous translations done by those "certified" translators. Such examination can have serious implication for reconsidering the certification process of legal translators in Palestine.

The second part of the chapter reviews the viability and the applicability of Speech Act theory to legal translation. The language of

authentic contracts is analyzed for socio-pragmatic occurrences of pragmalinguistic realization of regulative speech acts and their implications for comparing the validity and the adequacy of the translation done by the three certified translators. In section 4.4, instances of the regulative functions, directive, constitutive and commissive, will be discussed and compared with the aim of gauging each translator's ability to reproduce the same speech acts in the target language.

The third part of the chapter burrows into Vermeer's functional theory *Skopos* and explores its relevance to the translation of contracts through a small pilot study that compares the work of translation students with a broad, modern theoretical background and a professional translator who is less informed about modern 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 in two different contexts performing two different functions in the target text. This sheds the most revealing light on the interplay between modern translation theories and translation practice.

4.2 Certification of Legal translators in Palestine

Translators in Palestine are required to obtain certification or a license from the Ministry of Justice before practicing legal translation. The eligibility criteria and application procedure for legal translators in the Palestinian Basic Law No. (15) issued in 1995 by Palestinian National Authority reads as follows:

Chairman of the Executive Committee of the Palestine Liberation Organization, President of the Palestinian National Authority having examined law No. (5) 1995 on the transfer of powers and authorities, in accordance with the requirements of the public interest, after approval by the Palestinian Authority on 7/10/1995 we have issued the following law:

Article (1)

License application

No person may work in professional foreign language translation into Arabic and vice versa until after obtaining a license from the Minister of Justice. Provided that he/she presents an application to the Minister of Justice indicating the following: Name, title, year, residence, language qualifications, academic transcripts and supporting documents.

Article (2)

Eligibility criteria:

1. Must have a degree from an accredited university or institute in the language he/she intends to translate from or into.
2. To be of good behaviour and not to have been sentenced to a felony or misdemeanor against morality or public morals.
3. Not to be under 21 years of age.

Article (3)

Oath- taking

Before obtaining his/her license, the translator should take the following oath in the Palestinian Ministry of Justice: "I swear by Almighty God to perform the duties of my job with honesty and conscience and to respect the laws and regulations in force."

During my meeting with the chief of the Ratification Department at this ministry, he explained that Palestinian translators could become certified legal translators after sitting for a special translation exam conducted and supervised by a committee of English professors from different Palestinian universities. Moreover, according to the Palestinian Ministry of Justice, if the translator is already certified from the Palestinian Ministry of Justice, legal texts translated by this translator are legally valid, binding and official as long as it has the authorized translator stamp on it.

4.3 Discussion and Findings

After examining all the source and target texts of the corpus, it can be said that contracts are among the most difficult documents to translate. This is mainly because quite often their authors are not professional writers. Additionally, contracts are known for their traditional style conventions, such as archaisms, synonyms and quasi-synonyms and reference repeating (Alcaraz and Hughes 2002). These factors affect the first part of a translator's work, comprehension. As for the final part of his/her work, production, the temptation to translate literally and to follow the exact style of the original is rather powerful. This may create the risk of

making the translation even more incomprehensible than the original, since the style conventions of the original rarely coincide with those of the target language.

An examination of some examples reveals the most common problems in the translation of contracts and how these were dealt with by the three translators. The greatest single difficulty encountered initially by legal translators is the unfamiliarity of the vocabulary characteristic of this type of discourse. Legal vocabulary can be divided into three groups (Alcaraz and Hughes 2002: 16-18):

4.3.1 Purely Technical Terms

These are terms found exclusively in the legal sphere and have no application outside it. Lexical units of this type are distinguished from the others in that they are monosemic and have long remained semantically stable within their field of application. Hence, they may be said to be the least troublesome terms for translators. However, they can be crucial in the context in which they occur, since the rest of the text dealt with will fail to cohere until such terms have been catered for. These terms are recognized as legalisms that are usually listed in legal dictionaries. Table 1 shows some examples on this category.

Table (1): Purely technical terms

Original	Translator (A)	Translator (B)	Translator (C)
(وكالة) منظمة لدى كاتب العدل	vide a power of attorney duly regulated by the Notary Public	according to power of attorney authenticated by the Notary Public	according to power of attorney arranged with Bethlehem Notary Public
من البناء القائم على قطعة الأرض وقف نوع	of the building erected on the plot endowment	of the building instructed on a land piece Kind of endowment	of the building raised on the lot of land of type: "endowment"
إبراء ذمة المستأجر	Lessee shall be discharged	The lessee must get a discharge	Discharging the tenant

An example on this group is:

وكالة

which was consistently translated by all three translators as "power of attorney". Regardless of the legal context, such term will only be translated with this functional equivalent.

Another example is:

-كاتب العدل

which was translated by all three translators as "notary public" which is a literal yet functional translation:

-وقف

is another example also unanimously translated as "endowment"

-إبراء ذمة

translated as "discharge".

The term "discharge" can have many other meanings in English such as, dispatch, pour forth or release, eliminate and many other meanings according to the context of occurrence. In this particular context, however, "discharge" is the only English technical equivalent that reproduces the intended meaning. This is an example of a technical term in the source language translated by a semi-technical term in the target language.

In this particular category, pragmatic consideration might not be of much use since such terms are already established and agreed upon and hence are listed in legal dictionaries with one monotonous and context-independent meaning.

4.3.2 Semi-technical or Mixed Terms

This second group consists of words and phrases from the common stock that have acquired additional meanings by a process of analogy in the specialized context of legal activity. These terms are therefore polysemic. They are much more numerous and are constantly growing in number as the law changes to meet the continuously changing needs of the society. Moreover, they are semantically more complex, presenting the translator with a wider range of choices, since group one words in one language may be translated by group two terms in another. Translators dealing with terms of this kind, face the familiar dilemma raised by connotation, ambiguity, partial synonyms and the fact that the precise nuance is often context-dependent. Table 2 lists some examples on this category.

Table (2): Semi-technical or mixed terms

original	Translator (A)	Translator (B)	Translator (C)
مصادق عليها من مكتب منظمة التحرير اللسطينية	duly authenticated by the PLO Office	authenticated by the PLO Office	endorsed by the PLO Office
مقدمة	Preamble	Introduction	Introduction
مدة الإيجار	Tenancy term	Period of rent	Duration of lease
و عليه يلتزم المستأجر بما يلي	and hence the lessee shall abide by the following	the lessee must be committed with the following	Therefore, the tenant complies with the following
شاهد-كفيل	Witness-sponsor	Witness-sponsor	Witness- guarantor

An example in this group is

- مصادق عليها

which in text (1) was translated as "authenticated" by two translators while the third translated it as "endorsed" which is a synonym yet a poorer choice given the context. The verb "endorse" can mean, among many other things, to sign one's name as payee on the back of a check in order to obtain the cash or credit represented on the face. In this context, which is the power of attorney being authorized, translator (C) was not context-sensitive and hence, failed to convey the intended meaning.

The word

- مقدمة

in text (1) was translated as "introduction" by two of the translators and as the more formal term "preamble" by the third. Though the second expression is more commonly used in English contracts, however, the back

translation of it in Arabic is "تمهيد" and not "مقدمة" (Sabra 2003: 108 and Al-Farouqi 1991). Still, I cannot possibly see why "introduction" will not be just as valid and effective. After having surveyed more than five English contracts ranging from the '80s to very recent ones, I noticed a growing tendency to use "introduction" rather than "preamble".

In text (2), the phrase

- مدة الإيجار

was translated differently by all three translators. It was translated as "tenancy term" by one, "duration of lease" by another and "duration of rent" by the third. The three translations can be said to be equally effective. According to Sabra (2003), all three of them can be used interchangeably. However, the term "lease term" is the most traditionally used term.

By the same token, the word

- المستأجر

was translated as "tenant" by one translator, while the other two translated it as "lessee". After surveying a number of English contracts cited in Sabra (2003), I noticed that more recently drafted contracts are using "tenant" more frequently than "lessee".

- كفيل

was also translated into three different terms. One as "to render a financial guaranty", the other is "sponsor" and the third as "attorney. Considering the context "فانه يكون ملزم بتقديم كفيل ملئ للتوقيع على هذا العقد" I think the best

translation would have been the term guarantor defined by Merriam Webster's Dictionary of 1996 as "a person or entity that agrees to be responsible for another's debt or performance under a contract if the other fails to pay or perform." The terms "sponsor" and "attorney", on the other hand, do not harbor the above intended meaning specific to this particular context.

Surprisingly the same word at the end of the same texts was translated as "guarantor" by the same translator who chose to translate it before as "attorney" though the two refer to the same person.

As revealed from above examples, in this category of legal vocabulary, pragmatic and contextual considerations have a more substantial role than in the first category.

4.3.3 Everyday Vocabulary in Legal Texts

This third group consists of terms in general use regularly found in legal texts. Such terms are more commonly found in one area of the law or one legal genre than others are. These terms, which are most frequently used in contracts, are usually easier to understand than to translate because they tend to be contextually bound. In translating such terms, the translator has to observe the potential intended meaning of the original as well as stylistic and contextual constraints. It may occasionally happen that a group-three word is best translated by a group-one or a group-three equivalent. There are many examples in this category, virtually, from all parts of the three contracts. Such terms were more freely translated by the three translators. Table 3 lists examples on this category.

Table (3): Everyday vocabulary in legal texts

Original	Translator (A)	Translator (B)	Translator (C)
و حيث أن الفريق الثاني رغب في شراء الشقة المذكورة و توابعها	Whereas the Second Party is desirous of purchasing the said flat and all its appurtenants	And since the second party wants to buy the above mentioned apartment	And since the second party is willing to purchase the aforementioned with its complements
و حيث أن لدى الفريق الثاني الرغبة في هذه الوظيفة	And as the second party is interested in this job	And since the second party is completely ready to fill this position	And the second party is willing to practice this post
وافق الفريق الأول على تعيين الفريق الثاني	The first party has agreed to hire the second party	The first party has agreed to employ the second party	The first party has agreed to appoint the second party
يعتبر يوم الجمعة عطلة أسبوعية	Friday is the official holiday	Friday is a holiday	Friday will be the weekend
يتعهد الفريق الثاني بان يكون سلوكه منقفا مع الأخلاق الحسنة	The second party will make a promise to act in good behavior	The second party guarantees to have good conduct	The second party binds himself that his conduct will be applicable to the good morals

An example is the word

- شقة

which will mean the same regardless of the context of its occurrence. This word was translated with synonymous terms by the three translators. It was translated as "flat" (the British preference) by one and its American kin "apartment" by the other two. Such choice should always be informed by the actual target receiver and the target culture.

Another similar example is the word

- وظيفة

translated with three synonymous variables "job", "position" and "post". However, in the context of their occurrence, "employment contract" all three choices are satisfactory.

The underlined term in this sentence

- وافق الفريق الأول على تعيين الفريق الثاني

was also translated into different terms. These are "hire", "employ" and "appoint". All three translations can be valid with a slight difference in the degree of formality.

Another example is the phrase

- يوم الجمعة عطلة رسمية

translated as "official holiday", "holiday" and "weekend". These are all acceptable variants in view of the relaxed informal context of occurrence.

The same goes for the phrase

- الأخلاق الحسنة

which was also translated as "good behavior", "good conduct" and "good morals".

As illustrated above, the translation of everyday terms found in legal texts is less standardized allowing the translators to choose from a variety of equally functional synonyms.

4.3.4 Doublets and Triplets

Another problematic area in the translation of contracts is the excessive use of doublets and triplets. Most translators, clients, recipients and lawyers prefer to translate into the same number of words. Simplification can still be a valid translation procedure here since the intended meaning is the chief criterion for the effectiveness of any translation. For example, in text (1), the doublet

- تملك و تتصرف

was translated as "owns and disposes" by translator (A) and "owning and dealing with" by translator (C). However, translator (B) translated it as "owns" in which the whole set of intended meaning is implied and present.

Another example from text (2) is

- إشغال المأجور أو استعماله

which was translated by translator (A) as "occupying the leased property" and by translator (B) as "to use the rented place" while translator (C) chose to translate it with an equal yet unnecessary number of words "occupying the let and using it".

Another example that illustrates a common case of abusing triplets is

- حق نزع و فك وإزالة

which was translated as "to remove, dismantle and take out" by translator (A) while the other two translators used the economic, less redundant yet efficient one word "remove". According to Garner (2001:256), doublets

and triplets that repeat the same concept by using different words should be avoided since they are nothing but "mere redundancies."

4.3.5 Synonyms and Quasi-synonyms

Synonyms and quasi-synonyms are another case where conventions override reason. Synonymous binominals contain a list of two or more synonymous words. In Arabic contracts, synonymous binominals are frequently used merely for stylistic reasons (Emery 1989). For instance in text (1) the phrase:

- الشروط والأسس

was translated by translator (A) as "terms and conditions" and by translator (C) as "terms and bases". Translator B, on the other hand, used only one variant that is "conditions".

Another example in text (2) is the phrase

- فعلية و واقعية

which was again translated by translator (A) as "actual, efficient" and by translator (C) as "practical, real..." while translator (B) used a single word "effectively" to capture all the intended nuances of meaning effectively.

Another example is

- لإجراء و تنفيذ هذا الاتفاق

which translator (A) translated as "To perform and carry out". Moreover, translator (C) used "To carry out and execute".

Translator (B), however, opted for simplification by choosing a comprehensive one-word alternative "To perform".

Most of the binominal synonyms in the corpus are what Mellinkoff (1982) regards as "worthless doubling". Again, simplification is recommended here as well, which in this case means using only one of the variants in the target language.

4.3.6 Legal Formulas

Most languages have formulas that traditionally separate the different blocks of information in a contract. They announce the information that follows, give internal organization to text, introducing and closing the document, etc (Asensio 2003). In many cases such formulas are old and have lost their denotative meaning. To translate their individual words according to their dictionary meaning is liable to produce nonsense; their literal translation is very ineffective. Replacing these with their functional equivalents can be much more efficient. Examples of these formulas and their different renderings by the three translators are:

- حيث أن الفريق الأول

While translator (A) used the term that is more formal "whereas", translator (B) used the word "since" which is an everyday but still a valid equivalent. Translator (C), alternatively, did away with the whole term and just omitted it altogether. Many legal writing textbooks recommend that "whereas" be eliminated. Moreover, as David Mellinkoff points out in his entry "whereas" in Mellinkoff's *Dictionary of American Legal Usage*, p 685, "[w]orst of all, as lawyers stubbornly cling to whereas, it has become an

unneded pejorative for the profession. Those lawyers and their whereases."

Again, translator (A) translated the word

- بموجب الوكالة

as "Pursuant to" , which may sound more impressive than "according to" as translated by the other two translator, nonetheless "according to" is just as valid and efficient.

The word

- و عليه

was translated by translator (A) as "In witness thereof" as an attempt to emulate target language conventions which, by the way, are dying out. Hence, it can be considered genuinely superfluous. The two other translations "Thereupon" and "whereof" are not less valid or less acceptable.

After surveying a number of recently drafted English contracts, it is evident that, in recent legal drafting, such formulas are more growingly abandoned and replaced with more functional, simpler equivalents that do not affect the interpretation or the validity of this part in any particular way. Felsenfeld and Siegel (1981: 64) write in this regard "the archaic words whereas and hereby and the wordy phrase pursuant to are three of the worst examples of legalese [...] Yet these words are still prominently used in [...] statutes, honorary resolutions, ordinances, and executive orders. At long last, why not let them die?"

4.3.7 References

In contracts, references are often highly redundant. For the sake of efficiency in style, we can sometimes omit them or replace them with grammatically simpler, shorter references without affecting the intended meaning. The clause:

- وحيث أن الفريق الثاني رغب في شراء الشقة المذكورة وتوابعها

was translated as:

- Whereas the Second Party is desirous of purchasing the said flat and all its appurtenants.

The rendering is, obviously, too literal and too cautious, was translated by a simpler more relaxed manner using a shorter yet adequate reference:

- And since the second party wants to buy the above mentioned apartment.

In translating this section

- استعمال المأجور بالصورة وبالطريقة المطابقة و المحددة بالعقد

once again, translator (A) was too literal and too formal

- using the leased property in the method and the way complying with and as determined herein.

Instead of just referring to the contract at hand, he, unnecessarily, used the compound particle "herein". A simpler version is

- To use the rented place in the way specified in the contract

A further example of the use of an unusual preposition is in the translation of this clause

- أية ضرائب أخرى تفرض على المستأجر وفقا للقوانين المعمول بها

- any other taxes that may be imposed onto the lessee as per the laws in effect.

Another rendering is:

- Any other taxes imposed on the lessee according to rules

Pragmatically, "on" is just as an efficacious alternative. It conveys the same volume of the original intended meaning.

Legal drafters have been frequently called upon by Plain English Campaign proponents to replace redundant references with simpler, shorter and more communicative alternatives. For instance, Adler (2006) who urges legal drafters to avoid archaic, obscure, and over-elaborate language in legal work, argues that drafting legal documents in language that is both certain in meaning and easily understandable should be the main goal of the drafter. He believes that plain language is the key to successful communications with clients, colleagues and other third parties by getting the message across effectively and in an approachable manner. This should also be the goal of the translator: to communicate the message in the most effective manner possible.

4.3.8 Here- and There- Compounds

Here- and there- compounds are usually used to specify every possible interpretation of the legal text. In contracts, hundreds of characteristic compound particles that are seldom used in daily life are excessively and most of the time unnecessarily used since the context can reduce the number of possible interpretations other than the one intended. Deciphering these compound particles according to this simple rule is recommended. Whenever the particle begins with "here", it refers to the document at hand; whenever it begins with "there", it refers to a former document previously mentioned. However, this is not always the case in translation.

Translator A translated the term

- و عليه

as "in witness thereof" referring to later parts of the contract not to an aforementioned document. Translator B translated it as "thereupon" expressing the same meaning by using fewer words. In most cases, such particles can be omitted or replaced by simpler terms since they do not add any new meaning.

To conclude, it can be asserted that translating legal jargon in contracts stretches over a continuum that includes both literal or formal translation at one end and free or dynamic translation at the other end. Purely technical terms can obviously be translated more formally, while everyday vocabulary can be translated more dynamically. Semi-technical or mixed terms, however, can be said to occupy the middle ground between

the two opposite ends depending on their context of occurrence. In translating other problematic areas of legal contracts such as synonyms and quasi-synonyms, formulas, here- and there- compounds...etc, simplification, paraphrasing and omission can produce more sufficient and more communicatively successful translations.

4.4 Speech Acts in the Translation of Contracts

Speech act theory is another pragmatic tool to assessing the validity of the data analyzed so far. Within pragmatics, language is never considered independently of the uses it is put to. During the seventies of the last century, much attention was directed to speech act theory. In fact, lawyers have been, in practice, aware of the relevance of speech acts and performative verbs for sometime now (Trosborg 1991). The central focus in this section of the study will be the regulative functions (directive, constitutive and commissive). For the specific purpose of constructing contracts, language is used as means of "ordering human relations", i.e. language is used as the means for regulative function. The present framework adopts the one used by Trosborg (1997) where she suggests a classification in which directives and commissives are subclasses of the category of regulative acts. While legislative power is clearly exercitive, the commitment in contracts can be established either as an obligation issued by one party over the other, i.e. directive, or by a party committing him/herself, i.e. commissive.

4.4.1 Directive Acts

A directive act is an illocutionary act by means of which the addresser tries to control the behaviour of the addressee. In outlining the terms of the contract, rules are formulated with the intent of ordering human relations. One party, e.g. the seller, lessor, employer, imposes certain behaviour on the other party and vice versa. An addresser issuing a directive act attempts to exercise power or direct control over the intentional behaviour of the addressee and in this way intrudes on the right to freedom of action (Trosborg 1997: 59-73).

4.4.1.1 Direct Directives

1. Obligation

These are amongst the most frequently used directives in contracts in general. A legal obligation in a contract is usually expressed when one party tries to direct the other party to do X by signing the contract the addressee undertakes the obligation.

This illocutionary force is frequently constructed by the application of passivization, involving agent suppression, and or by the use of a non-human subject. Table 4 shows examples of directive speech acts of obligation and their Arabic counterparts as translated by the three participants:

Table (4): Obligation

Speech act	Original	Translator (A)	Translator (B)	Translator (C)
Obligation	يلتزم الفريق الأول	The first party shall abide by	The first party is committed to	The first party commits himself to
	و عليه يلتزم المستأجر بما يلي	And hence the lessee shall abide by the following	The lessee must be committed with the following	Therefore, the tenant complies with the following
	فانه يكون ملزما بإعادة الحال إلى ما كان عليه قبل الأحداث	Then he shall be obliged to return it to its original condition	Then he is committed to return the state as it was before these damages	He is then obliged to return the conditions to its former state before the events
	يلتزم المستأجر و على نفقته الخاصة بتحمل النفقات التالية	The lessee shall and at his own cost bear the following expenses	The lessee must pay the following expenses	The tenant is obliged on his account to bear the following expenses

According to Trosborg (1997), obligation in English contracts is almost exclusively expressed by the modal shall. Shall is used to express the illocutionary force of an order. However, it can also be expressed by other auxiliaries or verbs such as, are to, has to, have to, is to, must, obligate, obliged to, should and will. Such speech act is often expressed as "يلتزم ب" in Arabic contracts, which literally means "is obliged to".

If we compare some of the renderings in the above table, we will see that translator (A) constantly used shall sometimes combined with other verbs such as "obliged to" or "abide by". In some instances, the other two

translators failed to reproduce the directive speech act of obligation in the target language by using the wrong performative verb. For example, in translating this article:

- يلتزم الفريق الأول

translator (B) rendered the underlined performative verb as "is committed to" which changes the speech act from an obligation to a commissive speech act or a promise. Translator (C), on the other hand, translated it as "The first party commits herself to" and so not only turning into a commissive act, but also adding the reflexive pronoun " herself" to stress the fact that this party commits herself before the law and that she is not directed to do so by the other party.

By the same token, translator (C) also translated the article

- و عليه يلتزم المستأجر بما يلي

as "the tenant complies with the following". Other translations for "يلتزم" such as, is "obliged" to or "must" are not very common in the target language, yet they serve sufficiently to preserve the original speech acts.

2. Prohibition

In addition to statements expressing obligation, the regulation of behaviour can be made by issuing prohibition. Table 5 lists instances of sample translation of the speech act of prohibition.

Table (5): Prohibition

Speech act	Original	Translator (A)	Translator (B)	Translator (C)
Prohibition	و لا يحق للفريق الثاني المطالبة بأي حقوق	Therefore the second party has no right to demand any compensation	the second party can't ask for any rights	the second party has no right whatever to demand any rights
	إذ لا يجوز القيام بها دون الحصول على موافقة المؤجر الخطية	Whereas these shall not be performed without lessor's written consent	So they must not be made till getting the lessor's approval,	It is not allowed to do that without obtaining a written approval from the land lord
	و عليه لا يحق للمستأجر معارضة المؤجر في كل مرة يرغب بتنفيذ أي مما ذكر	The lessee shall not be entitled to oppose the lessor in each time found desirous in performing all mentioned	The lessee can't give any objections concerning the above mentioned reformations or changes	And therefore, the tenant is not entitled to object
	لا يحق للفريق الأول إنهاء عمل الفريق الثاني إلا بعد إبلاغه خطيا بذلك	The first part is not entitled to terminate the work of the second party unless after notifying him of that in writing	the first part doesn't have the right to end the second party's work till he notifies him in writing	the first part has no right to dismiss the second party without written notification

Like obligation, prohibitions are almost exclusively expressed by the modal "shall + not" in English contracts. It can also less commonly be expressed by "may+not, will+not, can+not". In Arabic contracts it is often expressed by the negated verbs "لا يحق" which literary means "do+ not have the right to---" and by "لا يجوز" the equivalent to "not entitled to".

Though each translator generated different translations, they were all able to reproduce the original speech act of prohibition in the target language. For example, the article

- و لا يحق للفريق الثاني المطالبة بأي حقوق

was translated by translator (A) as "Therefore the second party has no right to demand any compensation". Another example is

- إذ لا يجوز القيام بها دون الحصول على موافقة المؤجر الخطية

The underlined performative verb was translated as "shall not" by (A) "must not" by (B) and "is not allowed to" by (C). All three renderings succeeded in recriminating the speech act in the source text. Table (2) shows more examples.

4.4.1.2 Indirect Directives

1. Permission

Permissions generally issue from authority, which is often the performer of the speech act. In contracts, a symmetrical relation holds between the two parties, either of which is able to grant permission to the other party.

In English contracts, permission is supplemented with the categories of assignment of rights to the contracting parties or the assignment of benefit or liability to them. Table 6 lists instances of sample translation of the speech act of permission.

Table (6): Permission

Speech act		Original	Translator (A)	Translator (B)	Translator (C)
Permission	assignment of rights	و بخلاف ذلك يكون للمؤجر حق حجب أي خدمات عن المأجور	Otherwise, the lesser shall be entitled to refrain from rendering any services to the property	If not, the lessor can stop the services of the rented place	The landlord will be entitled to ban any services against the let
		للفريق الأول الحق في إنهاء عمله	The first party has the right to conclude his work	The first party can end the work period of the second party	The first party has the right to terminate his work
		للمستأجر حق إجراء الديكورات الداخلية	The lessee shall be entitled to carry out interior decorations	The lessee can make internal decorations	The lessee is entitled to use internal decorations
	assignment of benefit or	يحق للفريق الثاني إجازة سنوية مدفوعة الأجر	The second party is entitled to one month paid vacation a year	The second party can have a paid annual leave for a month	The second party is entitled to have a paid yearly vacation

Statements of permission in English contracts make frequent use of lexical verbs such as “grant/ give permission”. The most common strategy of expressing permission though is by using the "may, can, allow, grant, shall, will, offer". "May" is the predominant illocutionary device used when conferring rights. On the other hand, "shall" is often used to assign benefit or liability to parties in a contract.

In Arabic contracts, this seems to be most commonly expressed by the phrasal verb "يحق لـ" or "لـ الحق" which are equivalent to "has the right to".

For example, the article

- و بخلاف ذلك يكون للمؤجر حق حجب أي خدمات عن المأجور

All three translators were able to maintain the same statement of right though each used different devices to express it "the lessor shall be entitled to", "the lessor can" and "The landlord will be entitled to."

Another example is the article

- للمستأجر حق إجراء الديكورات الداخلية

which was translated by translator (A) as "The lessee shall be entitled to carry out interior decorations". The translator used "shall + be + entitled", a combination that guarantees that the speech act of permission and the assignment of benefit are well served. Translator (C), however, used the simple modal "can" as in "The lessee can make internal decorations" to express, with a degree of plainness, the exact same speech act. The third translator used the verb "is entitled to" to reproduce the original speech act successfully too.

As evident from the above example, in the translation of direct directives (obligation and prohibition) and indirect directives (permission), literal translation can fail to conserve the illocutionary force of a legal text. More functional translation procedures can better account for the text's communicative purpose.

4.4.2 Commissive Acts

According to Austin (1962: 156)," the whole point of a commissive act is to commit the speaker to a certain course of action". It always refers to the carrying out of some future action on the part of the speaker. By making a promise, a party to the contract commits him/herself before the law. Table 7 listss instances of sample translation of commissive acts.

Table (7) Commissive acts

Speech act	Original	Translator (A)	Translator (B)	Translator (C)
Commissives	يتعهد الفريق الثاني بان يكون سلوكه متفقاً مع الأخلاق الحسنة	The second party will make a promise to act in good behavior	The second party guarantees to have good conduct	The second party binds himself that his conduct will be applicable to the good morals
	وافق الفريق الأول على تعيين الفريق الثاني	The first party has agreed to hire the second party	The first party has agreed to employ the second party	The first party has agreed to appoint the second party

In English language contracts, promises are usually expressed by performative verbs, such as agree, undertake, acknowledge, warrant, and accept. In the Arabic contract at hand, only these two examples were detected. The verbs "يتعهد" which means "promise" and the verb "يوافق" or "agree" are used to express commissives in Arabic contracts.

In the first example, the underlined verb

- يتعهد الفريق الثاني بان يكون سلوكه متفقاً مع الأخلاق الحسنة

was translated as "make a promise" by TA, which obviously preserved the original act. Conversely, translator (B) who rendered it as "guarantees to have" and translator (C) as "binds himself" actually produced a speech act closer to obligation than to a promise. To make a promise is to legally commit oneself to doing something. However, a guarantee implies that one will make sure that somebody else does something and hence, it is more binding. This is the legal opinion of Dr. Isaac Barqawi, a civil lawyer with a long experience in drafting contracts (Barqawi, 19 January 2008, personal communication).

The second example shows that the three translators chose the obvious natural translation of the verb "وافق" as "agreed", regardless of the different tenses used, to successfully regenerate the same speech act.

The theoretical value of the research finding is that according to Dr. Barqawi, who was naturally quoting from a legal textbook, "in contracts, it is not about wording, it is about intentions" (Barqawi, 4th February 2008, personal communication). Hence, intentions or legal acts can be expressed and communicated in various ways. However, failing to recognize and to reproduce the illocutionary force can hinder or miscommunicate such intentions.

4.4.3 Constitutive Acts

Constitutive acts function as implicit performatives but may still serve the purpose of regulating behaviour or laying down the law. Sections used to explain or define expressions and terms in the contract or to supply information concerning the application of the statutes, or part of it, fall under this category. Table 8 shows some selected examples.

Table (8) Constitutive acts

Speech act	Original	Translator (A)	Translator (B)	Translator (C)
Constitutive acts	بموجب وكالة منظمة لدى الكاتب العدل	Pursuant to a power of attorney duly organized by the Notary Public	According to power of attorney authenticated by the Notary Public	According to power of attorney arranged by the Notary Public
	مصادق عليها من مكتب منظمة التحرير الفلسطينية و من الجهات الرسمية الفلسطينية حسب الأصول	Duly authenticated by the PLO Office and from other official competent authorities in Palestine accordingly	authenticated by the PLO Office In addition to the authentication of the Palestinian formal authorities according to rules	endorsed by the PLO Office and the Palestinian official departments in proper
	تعتبر المقدمة أعلاه جزء لا يتجزأ من هذا العقد و تقرأ معه	The above preamble shall be considered an integral part of this contract and shall be read with	The above mentioned introduction is one of the parts of this contract	The introduction ,A/M, is considered as a part that is not separated from this contract; and they are to be read together
	تختص محاكم السلطة الوطنية الفلسطينية بالنظر بأي خلاف قد ينشأ عن تفسير أو تطبيق هذا العقد	The courts of the Palestinian National Authority shall be competent in perusing any dispute whatsoever may arise from the interpretation or application of this contract	The courts of the Palestinian National Authority will solve any problems caused by this contract	The courts of the Palestinian National Authority specialize in dealing with any dispute that might arise out of interpretation or application for this contract

Examples of constitutive rules in English contracts typically include lexical main verbs such as mean, apply, include, exclude which are not performative verbs and also be+copula structure. Future reference by the use of the modal "shall" may, occasionally, indicate a constitutive speech. If we look at table 5, we will see that all three translators were able to reproduce the constitutive legal acts in the original texts though each used a different translation strategy. For example in translating this constitutive speech act

- تختص محاكم السلطة الوطنية الفلسطينية بالنظر في أي خلاف قد ينشأ عن تفسير أو تطبيق هذا العقد

Translator (B) chose to aggregate several meanings into one by rendering it as

- The courts of the Palestinian National Authority will solve any problems caused by this contract.

Whereas translator (A) used a close literal strategy

- The courts of the Palestinian National Authority shall be competent in perusing any dispute whatsoever may arise from the interpretation or application of this contract.

Though using different strategies both translators succeeded in reproducing the constitutive speech act that, in this particular case, regulates application of the statutes in this contract. The implicit performativity of constitutive speech acts makes them less delicate than other speech acts. Hence, they can be rendered employing different translation strategies.

This section of chapter four has assayed the occurrence of legal speech acts in Arabic contracts and its implications for legal translation. An analysis has been presented of directive acts observed in the corpus, revealing the communicative acts of statements of obligations, statements of prohibition, statements of commission, statements of permission (involving assignment of rights and assignment of benefits or liability), as well as constitutive statements as directive acts typical of the language of the law. The translations of such communicative acts exposed some of the translators' deficiencies in detecting the specific communicative function while translating and hence failing to reproduce that in the target language. Such tendency may be attributable to their traditional literal approach to legal translation that makes them unaware and unable to perceive the legal text's underlying communicative and performative challenges.

4.5 Legal Translation and Skopos Theory

The 1970s and '80s witnessed a shift from the static linguistic typologies of translation towards more functionalist and communicative approaches. *Skopos* is Greek for 'aim' or 'purpose' and it was first introduced by Hans Vermeer in the 1970s as a technical term referring to the purpose of translation and the process of translating (Vermeer and Reiss 1984). Like other texts, a legal text is a communicative occurrence produced at a given time and place intended to serve a specific function (Beaugrande and Dressler 1981: 3)

Identifying the function of translation as the main criterion for determining the translation strategy, Han J. Vermeer postulated his *Skopos* theory, which has modernized translation theory by offering an alternative

to traditional translation. Vermeer's Skopos theory departs from tradition by recognizing translations in which the function of the target text differs from that of the source text. According to Vermeer, the source and target receivers always differ because they inevitably belong to different linguistic and cultural backgrounds" (Nord 1988: 49 cited in Sarcevic 2000: 79).

Vermeer considers translation as "a type of transfer where communicative verbal and non-verbal signs are transferred from one language into another" (Nord 1997: 11). Vermeer argues "the prime principle determining any translation process is the purpose (*Skopos*) of the overall translational action" (Nord 1997, 27). The *skopos* rule reads as follows: translate, interpret, speak, write in a way that enables your text/translation to function in the situation in which it is used and with the people who want to use it and precisely in the way they want it to function" (Vermeer 1989: 20).

Nord (1997: 35) describes the adequacy of a translation in the following terms: "This means the translator cannot offer the same amount and kind of information as the Source-text producer. What the translator does is offer another kind of information in another form." Within the framework of *Skopostheorie*, "adequacy" refers to the qualities of the TT with regard to the translation brief: the translation should be "adequate" to the requirements of the brief. When deciding on the most efficient translation strategy to be used, the context of the translation, its purpose (*skopos*) and the nature of the text can be quite decisive. However, the translation commission can contribute significantly to the quality and

functionality of the translation by providing the translator with information about the intended target-text functions, addressees, the prospective time, place and motive of production and reception of the text (Nord 1997: 137).

In this connection, Vermeer (1986: 34) proposes the example of an insurance contract which is translated differently depending on its intended function: if the translation is to have legal validity in the target country, it will require a 'legal equivalence' approach, while if it is commissioned by a client who aims at gaining a better understanding of the source text, the translation will simply be a footnoted explanation of the original. In other words, it is the function the target text is expected to perform in the target context that will determine the translation strategy used in the process of translating. "What the *Skopos* states is that one must translate, consciously and consistently, in accordance with some principle respecting the target text. The theory does not state what this principle is: this must be decided separately in each specific case (Vermeer 1989/2000:228).

This means that it is not the characteristics of the source text that determines how to translate a text, but the functional characteristics of the target text in the target text situation. *Skopos* general formulation by Vermeer is: "Each text is produced for a given purpose and should serve this purpose." In spite of all the criticism this theory received, broadly speaking, a functional approach is not only feasible, but also effective in legal translation thanks to its breadth and flexibility (Garzone 2003:6-7).

Vermeer argues that translation should serve the following features:

- Aim (Ziel) is the result an agent intends to achieve by an action.

- Purpose (Zweck) is a provisional stage in the process of attaining an aim.
- Intention (Intention or Absicht) is an aim-oriented plan of action, defined from the point of view of the sender.
- Function (Function) is the way the receivers of the text actually use it (Vermeer 1989:20).

One of the advantages of the *skopos* theory is that “It allows the possibility of the same text being translated in different ways according to the purpose of the TT and the commission given to the translator” (Munday 2001:80). Observing a *skopos* during the translation process means observing if the TT fulfils the *skopos* outlined by the commission. If it is functionally and communicatively adequate. The *skopos* model can result in the same text being translated differently in different circumstances.

If functionally adequate and in accordance with the specified *skopos*, the translator is allowed to produce a fairly free translation. A translation strategy appropriate in the case of marketing or advertisement literature or any other text that, due to the requirement of an aesthetically pleasing language to satisfying the target readership’s expectations, typically call for a creativity approach and are characterised by effect-orientation (A Survey of Different Theories 1: Functional (Skopos theory-Vermeer), Retrieved on 10th October 2007, from http://www.engling.hu/dokumentumok/20071101_Lecture%206.doc).

This section of the chapter discusses the result of a small pilot study intended to explore the applicability of functional theories to the translation of contracts. The group of subjects for this study comprised a number of

graduate students studying Translation and Applied Linguistics at An-Najah National University. The Department of English at An-Najah focuses on teaching language in a contemporary context with a special emphasis on modern theories to translation such as pragmatics and discourse analysis as well as practical interpreting skills. All of the students were native speakers of Arabic; none had a professional experience in translation, and none were specialists in legal translation. The text chosen for use to be translated into Arabic was an authentic text in English "Power of Attorney", which is a form of contractual text. Students were asked to translate the same text twice each within a different context and hence performing a different function in the target language. Each completed the translation individually as homework. The two contexts were:

1. The translated version will be used as part of the plot of a legal thriller novel. A legal thriller is "a sub-genre of crime fiction in which the major characters are lawyers and their employees. The system of justice itself is always a major part of these works, at times almost functioning as one of the characters. Usually, crusading lawyers become involved in proving their cases (usually their client's innocence of the crime of which s/he is accused, or the culpability of a corrupt corporation, which has covered up its malfeasance up until this point) to such an extent that they imperil their own interpersonal relationships and frequently, their own lives" (Legal Thriller, Retrieved on 12th October 2007, from http://en.wikipedia.org/wiki/Legal_thriller).
2. The translated version would be used as an announcement by Procter & Gamble in one of the daily local newspaper for making it public.

The same text was commissioned to be translated by a highly esteemed professional translator with a lifelong practical experience especially in legal translation and is a certified translator acknowledged by the Palestinian Ministry of Justice.

4.5.1 Law in Literature

"Poets are the unacknowledged legislators of the world" (Ward 1995:318). The relationship between law and literature, two of the most divergent text productions, is not immediately apparent. Law is somber, prosaic and authoritative. Literature, however, is all about flourishes of imagination, playfulness and experimentation with form and style (Ward 1995). Yet, literary works with legal themes, where law is a principal component of the plot and a major aspect in shaping events and characters, are numerous. In Austin's *Pride and Prejudice*, the whole plot hinges on a point of property law, when the Bennett property is entailed to Mr. Collins. Another example also by Austin is *Sense and Sensibility*, where Henry Dashwood's will drives the whole plot. In *Emma*, Jane Fairfax and Frank Churchill's contract of marriage is a crucial element in the plot too. In Chaucer's *The Clerk's Tale*, Griselde is given many impossible quasi-legal obligations to fulfill when she marries Walter. In *Count of Monte Cristo* by Alexander Dumas, the second part hangs on the trial he undergoes. *The Trial* by Kafka is about a trial. In *The Merchant of Venice*, the agreement between Antonio and Shylock is a significant aspect of the plot. Moreover, Portia subjects her suitors to a different kind of trial to the one at which she accuses Shylock.

The "Power of Attorney" text can be an influential part of a legal thriller novel due to its quintessential relevance to legal actions and procedures. The way this text should be incorporated in a literary work as such, was left completely to the translators preference and imagination. Some of the students' translations were selected to be analyzed based on creativity and abilities to fulfill the commission as required. In the assignment, where students were asked to translate the "Power of Attorney" text as part of the plot of a legal thriller novel, some of them were able to produce a new autonomous text that can be used as part of the plot in this literary genre. Most students created their own details of the new context and tried to somehow fit the legal text in, giving the original a new identity and definitely a new function.

In example (1), the student created the following story:

Example (1)

شعر سعيد بامتعض شديد لقرار شركة بروكتر اند جامبل و مقرها سويسرا بفصل بعض الموظفين العاملين في فرع الشركة في رام الله فاتجه إلى قريب له يمتهن المحاماة و زاره في مكتبه في رام الله و عرض عليه المشكلة و ما أن ذكر اسم الشركة حتى تغيرت ملامح قريبه المحامي الذي تنهد و تردد قبل أن يخبر قريبه سعيد بأنه هو ممثل الشركة في فلسطين و إن الشركة عينته محاميا و ممثلا قانونيا في أية قضايا أو دعاوى قانونية أمام القضاء في فلسطين. و بأنه يمثل الشركة أمام مختلف أنواع المحاكم الفلسطينية مثل المحاكم الابتدائية محاكم الاستئناف و محاكم النقض. هذا بالإضافة إلى أية مراجعات قانونية أمام الجهات الرسمية بما في ذلك الهيئات التنفيذية. و أضاف معذرا عن قبول الدعوى - بأنه سيكون الخصم فيها و بأنه مكلف بتمثيل الشركة في أية قضايا أو دعاوى قانونية تقيمها الشركة أو تقام ضدها في فلسطين. عندها سأله سعيد إن كان سيخلص حقا في الدفاع عن الشركة؟ أوضح انه سيفعل ذلك بكل تأكيد و ذلك لأنه مكلف بموجب الوكالة الرسمية التي وقعها و التي تمنحه كافة السلطات

القانونية لتمثيل الشركة في أية محاكمة بالإضافة إلى السلطات الواسعة في الدفاع عن الشركة و التي تشمل على سبيل المثال لا الحصر تسليم كافة البيانات الموثقة بالإضافة إلى تسمية و فحص و تنفيذ و إعفاء لأي من الخبراء أو إلغاء لتقاريرهم المقدمة. تشمل أيضا تقديم إبراز أو تنفيذ الأدلة المكتوبة أو الشفوية . بالإضافة إلى تقديم كافة أنواع الالتماسات و الاستدعاء و المعارضات و أية مسائل قانونية بما في ذلك إقامة دعاوى مضادة أمام أية هيئات قضائية مختصة. بالإضافة إلى ذلك فهو مكلف أيضا بتفويض محامين آخرين (تفويضا كاملا أو جزئيا) و ذلك بحدود سلطاته المشار إليها في الوكالة الرسمية الموقعة بين الطرفين في الرابع و العشرين من شهر نيسان لعام 2006. انصرف سعيد من مكتب قريبه بعد أن استمع إلى نص الوكالة الرسمية حيث أدرك أن عليه ببساطة البحث عن محام آخر لن يكون بالطبع ممثلا للشركة ذلك لان قريبه هو ممثلها الوحيد في فلسطين.

The back translation of example (1) is:

Said felt very disturbed by the decision -----company, based in Switzerland, to dismiss some employees in company branch in Ramallah. So he paid a lawyer relative of his a visit to discuss this problem with him. After telling his relative the name of the company, with a disturbed look on his face, his relative sighed and told Said that he is the representative of the company in Palestine and that the company appointed him as their lawyer and legal representative regarding any issues or legal proceedings before the courts in Palestine and before various kinds of Palestinian courts such as magistrate court, court of first instance, court of appeal and court of cassation as well as any other judicial reference or official bodies such as executive departments. And he added, after apologizing for not being able to accept the case, that he would be the opponent and that he is the representative of the company in charge of any claims or lawsuits established by the company or filed against it in Palestine.

When Said asked if he would be loyal in defending the company, he answered that he will certainly be because, according to the Power of Attorney he signed, he has all the legal authorities to represent the company in any trial in addition to the broad powers that he has to defend the company, including but are not limited to, submitting all kinds of documentations and naming, examining, contesting and discharging exemption experts as well as presenting and contesting written or oral evidence, presenting all kinds of petitions, motions, objections or pleas or any other legal or judicial action or procedure including filing counter-claims before any competent judicial bodies. In addition, he is also empowered to authorize other lawyers (in part or in full) with his indicated authorities that stem out of Power of Attorney signed by the two parties on 24 April 2006.

Said left the office of his relative after listening to the text of the Power of Attorney and he realized that he simply has to look for another lawyer who is surely not the representative of the company because his relative is their sole representative in Palestine.

This student created the story of Said, responding to the commission that dismisses the binding force of the legal text. Within this new context, he was able to maintain most of the information in the original text. However, some details, such as the company's address, were abdicated conforming to the constraints of the new function. Given the fact that legal thriller literature is a relatively new genre in which the legal system provides the framework for the legal thriller. This novel falls under the category of realistic fiction genre. Novels in this particular genre can be based on a real story where characters act like real people and try to solve a

problem. It is a story that could happen in real life hence, some events are accurately described and character's feelings and behaviors are very similar to real life. Fantasy fiction genre, on the other hand, is generally based on imaginary events, settings and characters (Withington 2006). Hence, the tedious legal details may actually have a place in this particular genre. Moreover, for most people, the language of literature is always designed to have aesthetic effects in the sense. Reading literature trains one's imagination and makes him or her think or feel in new ways. In this sense, I think the student translator failed to convey any aesthetic effect through language. Still, he managed to fit this rigid legal text into a new foreign context allowing the TT to smoothly perform its new function. Below is another example and another story:

Example (2)

كان لشركة (---) أنشطة مشبوهة و كانت محط أنظار مكتب التحقيقات الفدرالي في نيويورك. و كانت هذه الشركة تقوم بغسيل الأموال مما جعل أصحابها فاحشي الثراء بشكل لافت.

و مع إحساس أصحاب الشركة بالخطر من أن يكشف أمرهم قاموا بتوكيل أشهر محامي في المدينة ليكون مستشارا للشركة و مدافعا عنها و له الحق في اتخاذ أي إجراء يراه مناسباً لصالح الشركة و خصصوا له مبلغاً كبيراً من المال نهاية كل شهر.

معروف أن هذا المحامي رجل صالح يعمل دائماً لصالح العدالة مهما كانت النتائج وخيمة. أحس هذا المحامي بدافع الخبرة و الفضول أن الشركة تقدم له بيانات مضللة و غير واقعية فقرر أن يعمل لجانب الحق حتى لو كلفه هذا الأمر فقدان عمله أو حتى نهاية حياته ذاتها. تعرض المحامي لكثير من المخاطر و التهديدات من أصحاب الشركة و كاد أن يقتل في سبيل موقفه و لكنه لم يتراجع.....

The back translation of example (2) is

The company's (---) suspicious activities became the focus of the attention of the Federal Bureau of Investigation in New York, since it is engaged in money laundering, making the owners remarkably rich.

Due to the company's owners fear that their suspicious activities might be revealed up, they hired the most famous attorney in the city to be their counselor and to defend the company and he has the right to take any action he deems appropriate for the company and had been allocated a large sum of money at the end of each month.

This man was known for being a good lawyer who always worked in the interests of justice regardless of the results and consequences. This lawyer felt out of curiosity and expertise that the company provided him with misleading and unrealistic information. Nevertheless, he decided to work for the side of right, even if this may cost him his job or even his life. The lawyer was exposed to many risks and threats from the owners of the company and he was almost killed for his stance, but he never backed down.

Unlike the example (1), this student did away with all the legal shades of the original. He ignored the legal text altogether. It was touched upon as a minor detail in this autonomously new text that can actually be a summary of a legal thriller novel or part of a flashback in the plot of a novel. In the assignment, nothing was mentioned about the way the original text should be handled and, though the overall function was made clear, the actual details of the story and the role of the target text in the plot was not specified. The purpose of this was giving the translator the freedom to use their imaginations as well as challenging them to be as creative as possible.

According to Vermeer, "translatum" or TT does not initiate an offer of information in a clearly reversible way. He suggests that TT is not necessarily clearly 'reversible'. He also argues that a TT must be internally coherent or shows what is called textual coherence. However, the TT must be coherent for the TT receivers given their circumstances and knowledge. Moreover, a TT must be coherent with the ST or what is called intertextual coherence. What is meant by this last rule is that there should be a certain degree of fidelity between the ST and the TT. Though he does not really elaborate on this particular point, it is clear that the ST cannot be disregarded completely unless this is directly demanded by the translation's commission (Nord 1997). The translation above can be said to have a basal degree of fidelity to the original. Yet, it managed to assent to the translation commission that essentially discards the legally binding power of the original.

Another example is:

Example (3)

..... وبعد أن اكتشفت إدارة الشركة ما قام به المحامي من اختلاس و رشوة و تسريب أسرار و وثائق سرية قامت بعزله عزلا كاملا و أعلنت في الصحف المحلية عن براءتها منه موضحة انه لا يمثلها أمام أي من الهيئات القضائية و المؤسسات المحلية و كافة الدوائر الرسمية و أن كل ما يقوم به هذا المحامي بخصوص أي إجراء أو توقيع لأية معاملة باطل و لا أساس له من الصحة فيما يتعلق بهذه الشركة.....

The back translation of example (3) is:

....And after the company's management has discovered the lawyer's embezzlement, bribery and the leaking of secrets and confidential documents, they fired him and announced that in the local newspaper, pointing out that he does not represent the company before any of the judicial bodies, local institutions and all official departments, and that any action this lawyer takes as regards signing of any transaction on behalf of the company is void and is unfounded

Like the previous example, this student translator also eluded the content of the ST and created a context that seems to be inspired by though not faithful to the ST. This text can better suit a news report than a fictional text. Though it seems to be telling a story, however, it is a reported, brief and dry story whose main aim is to inform.

4.5.2 Legal Texts in Newspaper Advertisement

The language of newspaper reporting is subject to a number of constraints: the need, for instance, to compress a great deal of information into a limited space and the need to be clear and unambiguous. Since newspapers must also be comprehensible to people from very diverse educational and social backgrounds they are, in principle, designed to be simple to read (Crystal and Davy 1969). The newspaper text is characterized by long sentences, use of adjectives, the use of opening paragraphs, and opening words and overuse of punctuation (Keeble, 94). Moreover, as Crystal and Davy wrote (1969): "Headlines have to contain a clear, succinct and if possible intriguing message, to kindle a spark of interest in the potential reader".

Newspaper advertising is two types: business and classified advertisements. Business or retail advertisements are usually used to sell something. Classified advertisements, however, are posted by ordinary people who pay to place classified ads into newspapers in order to offer services, announce an event or to make something public. Such type of advertisements is often written in a journalistic style making it read like an article instead of an advertisement (Keeble 1994).

The following example was published on 1st July 2007 in Al-Quds Daily Newspaper. In this example, a number of legal texts were alluded to, though not mentioned, in details such as the power of attorney texts and agreements. This advertisement is intended to warn, hence the title "Warning", external parties who are falsely claiming to be the rightful owners of the land specified in the text. In this text, being composed by a lawyer, some features of legal writing are being used. For example, بموجب "الوكالة العامة" or "pursuant to general power of attorney" which is a phrase commonly used in Real Estate sales contracts. Moreover, the use of quasi-synonyms such as "العطل و الضرر" or "breakdown and damage" which is also very common in contracts of lease. The text was concluded by the formulaic phrase "لقد اعذر من انذر" or "you are hereby warned" which is typical in this kind of advertisements.

تحذير

أنا المحامي احمد قنديل بصفتي الوكيل القانوني عن كل من: هشام رشيد محمد صباح من بيت اكسا بموجب الوكالة العامة رقم (٢٠٠٦/٢٤٣٩) تصديق وزارة العدل وعن هاني عزمي صباح من بيت اكسا بموجب الوكالة العامة رقم (٢٠٠٦/٢٤٣٨) تصديق وزارة العدل.

ارحون اوضح ما يلي :

أن موكليني هم المتصرفون بقطعتي الارض الاولى رقم (٤٠٨) من حوض رقم (١) سطح القرية والثانية تحمل الرقم (٤٨٩) من حوض رقم (٦) كرم محفوظ وجميعها واقعة في بيت اكسا ، وذلك بموجب اخراجات قيد واتفاقيات ووكالات دورية محفوظة لدي.

لقد بلغني ان هناك بعض الاشخاص ممن لا تربطهم اية علاقة بالارض يحاولون بيع تلك الاراضي عن طريق الاحتيال والتزوير ، لذلك فإنني أحذر هؤلاء من البيع او التصرف بتلك الاملاك لأن أي بيع يتم دون موافقتي او موافقة موكليني يعتبر باطلاً ، لأنه بيع ملك الغير وأحذر أي شخص يدعي بحسن النية من شراء تلك الاراضي ، وسوف أقوم بملاحقة المتورطين في اي عملية بيع قانونياً وباطال اية معاملات تتم بصورة مخالفة للقانون مع المطالبة بكل العطل والضرر الذي يلحق بموكليني .

وقد اعذر من انذر

المحامي الوكيل / احمد قنديل

(٢٠٠٧/١٣)

The following example is a translation done by one of the students to function as a newspaper advertisement. This translation may just be the sufficient translation given the function set by the commission or, in this case, the assignment.

Example (4)

تنويه

تنويه شركة بروكتر اند جامبل الدولية و مقرها سويسرا لعملائها في فلسطين بأنه قد تم منح وكالة رسمية للمحامي الفلسطيني---- باعتبارها ممثل الشركة القانوني في أية قضايا أو دعاوى قانونية تقام أمام القضاء في فلسطين. كما تم منحه تخويلا كاملا بتمثيل الشركة أمام كافة أنواع المحاكم الفلسطينية بما في ذلك محاكم الاستئناف و المحاكم الابتدائية و محاكم النقض. هذا بالإضافة إلى استكمال المراجعات القضائية أمام الجهات الرسمية بما في ذلك الجهات التنفيذية و ذلك بما يختص بأية مسائل قانونية أو دعاوى قضائية تقيمها الشركة أو تقام ضدها في فلسطين.

وفي ذات السياق فان المحامي المذكور أعلاه يتمتع بكافة الصفات القانونية ذات العلاقة لتمثيل الشركة في أية محاكمة قانونية و لديه مختلف الصلاحيات في الدفاع عن الشركة ما يشمل على سبيل المثال لا الحصر تسليم كافة البيانات الموثقة بالإضافة إلى تسمية و فحص و تنفيذ و إعفاء لأي من الخبراء أو إلغاء لتقاريرهم المقدمة. تشمل أيضا تقديم إبراز أو تنفيذ الأدلة المكتوبة أو الشفوية . بالإضافة إلى تقديم كافة أنواع الالتماسات و الاستدعاء و المعارضات و أية مسائل قانونية بما في ذلك إقامة دعاوى مضادة أمام أية هيئات قضائية مختصة.

و تنوه الشركة أيضا بان المذكور أعلاه يتمتع بصلاحيات تفويض محامين آخرين (تفويضا كاملا أو جزئيا) و ذلك بحدود سلطاته المشار إليها في الوكالة الرسمية الموقعة بين الطرفين. و لا تقر الشركة بوجود أي ممثل قانوني آخر لها في فلسطين. لذا اقتضى التنويه.

4 نيسان 2006

The back translation of example (4) is:

Disclaimer

Brocter and Gamble International Company, based in Switzerland, announces for its clients in Palestine that a power of attorney has been officially granted to the Palestinian attorney ----- as the legal representative of the company in any trials or legal proceedings before the courts in Palestine. In addition, he has been granted full authorization to represent the company for all kinds of Palestinian courts, including the magistrate court, court of first instance, court of appeal and court of cassation. This is in addition to the completion of the judicial review before the official bodies including the executive bodies, with respect to any claims or lawsuits established by the company or held against it in Palestine.

In the same context, the lawyer mentioned above has all the legal authorities to represent the company in any trial in addition to the broad powers that he has to defend the company, including but are not limited to, submitting all kinds of documentations and naming, examining, contesting and discharging exemption experts as well as presenting and contesting written or oral evidence, presenting all kinds of petitions, motions, objections or pleas or any other legal or judicial action or procedure including filing counter-claims before any competent judicial bodies. In addition, he is also empowered to authorize other lawyers (in part or in full) with his indicated authorities that stem out of Power of Attorney signed by the two parties. In addition, the company does not acknowledge the existence of any other legal representative in Palestine. Therefore, it was necessary to disclaim.

4th April 2006

In example (5), the student translator was able to approximate the target text to texts of similar nature and function that are often published in Palestinian daily newspapers. Such texts usually appear as classified advertisements the purpose of which is to make an announcement by ordinary people, lawyers or companies to clear disputes caused by false claims or illegal actions or to prevent dispute from happening in the first place. These texts are generally titled with the word "تنويه" which is literally "disclaimer". They also are usually concluded with the formulaic phrase "لذا "اقتضى التنويه". The translator of the above text was able to recognize the genre and hence succeeded in molding the target text into it. The text's legal character was also fairly preserved though not with the same degree

of intensity and formality as the original or as any other legally binding translation. Again, the company's address was discarded as well as the date and the signature spots at the end. Besides adding a functional title and conclusion, the translator also added the sentence

"و لا تقر الشركة بوجود أي ممثل قانوني آخر لها في فلسطين" meaning "And the company does not acknowledge the existence of any other legal representative in Palestine" which is familiarly used in this particular genre. Simplification in this context is highly desirable, taking into consideration its audience, which can be ordinary people such as customers and retailers or other companies' lawyers and advocates.

Another example is:

Example (5)

إعلان

تفويض رسمي

تعلن مجموعة شركات بروكتر و كامبل أن المحامي ----- هو الممثل لهذه الشركات بموجب تفويض رسمي في الأراضي الفلسطينية و هو المخول قانونيا و قضائيا في الدفاع عن هذه الشركات أو رفع قضايا الادعاء و المطالبة القانونية لهذه الشركات و هو المخول بتقديم كل الوثائق و الأدلة اللازمة و تعبئة البيانات أمام أي محفل قضائي أو قانوني. و هو مخول بتعيين محامين آخرين للعمل معه.

The back translation of example (5) is :

Announcement

Power of Attorney

Brocter and Gamble Group of Companies announces and that the lawyer ---
----- is the representative of these companies according to an official
delegation in the Palestinian territories and is authorized legally and
judicially in the defense of these companies or the filing prosecution cases
and legal claims for these companies and he is authorized to provide all
necessary documents and evidence and to fill out forms before any judicial
or legal body. He is empowered to appoint other lawyers to work with him.

In example (6), the student translator did not use the formulaic title
and conclusion for such texts. Moreover, he seems to have summarized the
original text and have only kept the main points. This may be in harmony
with the newspaper reporting genre, which is known for being simple and
widely understood by everybody. Given the purpose of such advertisement,
it seems that this text can succeed to perform its intended function and be
incorporated into its target context, which is, in this case, a different genre.

Another example:

Example (6)

وكالة عامة

نحن شركة بروكتر وجامبل الكائنة في شارع رقم 47، سانت جورج ، بناية رقم 1213، بتت
لانسيبي ، سويسرا، والتي يمثلها-----و----- نعلن أننا نوكل المحامي--
----- والذي يحمل بطاقة هوية رقم -----كوكيل وممثل قانوني للشركة

في كل تبعات الدعاوى في الأراضي الفلسطينية، وهو مخول بتمثيل الشركة أمام جميع أنواع المحاكم والهيئات القضائية الفلسطينية بما فيها محاكم الصلح والبداية والاستئناف والنقض وجميع المرجعيات القضائية والهيئات الرسمية مثل الحكومة.

وهذه الوكالة تشمل جميع الدعاوى والأحكام وأية أنشطة قانونية وتبعات ضد أو لصالح الشركة في الأراضي الفلسطينية. وبناءا عليه فان المحامي --- يتمتع بكافة السلطات القانونية الممنوحة له بمقتضى هذه الوكالة لتمثيل الشركة أمام الهيئات القانونية وله أيضا كامل الصلاحيات للدفاع عن الشركة بما فيها - على سبيل المثال لا الحصر - تقديم جميع أنواع الوثائق والمسميات والفحص والطعن في أو قبول أو رفض الخبراء وتقاريرهم و تقديم أو رفض الإثباتات المكتوبة أو الشفهية، وتقديم الالتماسات والاقتراحات والاعتراضات والحجج أو أي إجراء قانوني أو عدلي و أي إجراء آخر بما في ذلك رد الدعاوى المضادة أمام أية هيئة قضائية مختصة.

وبموجب هذه الوكالة، يكون لهذا المحامي الحق في توكيل محام آخر أو أكثر (بشكل مؤقت أو دائم) وذلك بناءا على الصلاحيات الممنوحة له في هذه الوثيقة

The back translation of example (6) is:

General Power of Attorney

We , Brocter and Gamble Company, located at No. 47, St. George, Building No. 1213 Petit Lancy, Switzerland, represented by -----
 ---- announce that we appoint advocate-----the holder of identity card number ----- as an advocate and legal representative for the company as regards the consequences of cases in the Palestinian territories, and he is authorized to represent the company before all kinds of courts and judicial bodies, including the magistrate court, court of first instance, court of appeal and court of cassation., and all judicial authorities or official bodies such as the government.

In addition, this agency includes all cases and regulations and any activities and legal consequences against or in favour of the company in the Palestinian territories. And based on that, this attorney ----- enjoys all the legal powers granted to him under this agency to represent the company before the legal bodies and he also has full powers to defend the company including – providing all kinds of documents and titles, screening and appeal, accepting or rejecting the experts and their reports, providing or refusing written or oral evidence, and providing petition, suggestions ,objections and arguments, or taking any legal or judicial action or any further action, including the responding to counter-claims before any competent judicial body.

In addition, under this agency, the attorney has the right to appoint a lawyer or more other (temporary or permanent), based on the powers granted to him in this document.

In example (6), the translator reproduced the original closely and literally. The only indication of a change in function from a legal bidding text to an advertisement in the newspaper is the phrase "نعلن أننا نوكل..." or "announce that we appoint..." Other than that, it is just a legal text that does not adopt any of the features of its target function. Unless it is the company's intention and goal to address specialists in the field of law only, this translation fails to follow the norms of the new genre, which calls for simplification and economy, being addressed to the public.

4.5.3 Professional Translator

The final two examples are translations done by a professional translator with a Ph.D. degree in translation from the UK with an experience of more than fifteen years in translation in general and legal translation in particular. However, this translator was uninformed about functional theories and, actually, expressed a degree of resistance that stemmed from his deep conviction that a legal text is undoubtedly impervious and unalterable. After explaining the concept several times, he agreed to respond to the demands of the commission. The commission was the same as the assignment given to the above-mentioned students. After completing the assignment, he still felt that my commission was "ambiguous" and that he believes in the standardization of the legal text. Example (7) is supposed to function as part of the plot of a legal thriller novel. Example (8), on the other hand, is supposed to function as a classified advertisement in a local daily newspaper.

Example (7)

ليكن معلوماً بأننا نحن "بروكتر & جامبل انترناشيونال اوبريشنز إس.إيه."، سويسرا، نسمي ونعيّن المحامي السيد.....، للتصرف كمحامٍ وكممثل قانوني لنا في أية إجراءات تقاضي في مناطق السلطة الفلسطينية وتمثيلنا تماماً أمام جميع أنواع المحاكم الفلسطينية ودرجاتها والهيئات القضائية فيما يخص أية مطالبات، دعاوى، قضايا، أو إجراءات قانونية أو خطوات إجرائية قانونية يتم رفعها ضد شركتنا في مناطق السلطة الفلسطينية وكذلك فيما يتعلق بأية مطالبات، دعاوى، قضايا أو أي إجراءات وخطوات قانونية أخرى يتم البدء بها من جانب شركتنا في مناطق السلطة الفلسطينية. وبذلك، فإن المحامي المذكور، يتمتع بكافة السلطات القانونية لتمثيلنا في أي محاكم قانونية أو قضائية ومفوض وبكافة السلطات والصلاحيات التي تتعلق بالدفاع عن وحماية شركتنا وتتضمن ولكن ليس مقتصرًا على

تقديم كافة أنواع الوثائق والمستندات، وتسمية، وفحص، ومناقشة وبحث، وإبراء الخبراء أو تقاريرهم بالإضافة لتقديم وبحث ومناقشة الإثباتات والأدلة الخطية أو الشفهية، وتقديم وطرح وتبيان كافة أنواع الالتماسات، المقترحات والاستدعاء للمحاكم، الاعتراضات، أو البيئات والذرائع أو أية إجراءات قانونية أو قضائية أخرى أو أي تصرف قانوني آخر متضمناً رفع قضايا مقابلة أمام أية هيئات قضائية مختصة، بالإضافة لكونه مخولاً ومفوضاً بالسلطة التي تمكنه من تفويض ومنح السلطة للمحامين الآخرين (بشكل جزئي أو كلي) بما لديه من سلطات وصلاحيات مفوض بها والتي تنطلق وتستند لهذه الوكالة الرسمية.

مؤرخاً في.....

المحامي الفعلي والقانوني

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The back translation of example (7) is:

Let it be known that we "Procter & Gamble International Operations SA , Switzerland, name and appoint Mr.to act as a lawyer and as a representative of us in any litigations in the areas of the Palestinian Authority and to represent us before all kinds and degrees of Palestinian courts and the judiciary in respect of any claims, lawsuits, cases, or any legal action or legal procedural steps that may be filed against our company in the areas of the Palestinian Authority, as well as with respect to any claims, lawsuits, cases or any action and other legal steps to be initiated by our company in the areas of the Palestinian Authority. Thus, the said lawyer , has all the legal authorities of our representation in any legal or judicial courts, and he has all the authorities and powers of defending and protecting our company including - but not limited to - providing all kinds of documents and statements, naming, examining, discussing, researching

and discharging experts or their reports in addition to providing, considering and discussing written or oral evidence. In addition, he has the power to present, introduce and to explain all kinds of motions, proposals, petition to courts, objections, or evidence and excuses or any legal or judicial proceedings or any legal actions including filing counter-claims before any competent judicial bodies.

Furthermore, the said lawyer, Mr., is authorized and empowered by the authority that allows him to delegate and grant authority to other lawyers (partially or totally), with his powers and the authorities he is empowered with, which stem of this Power of Attorney.

Dated:

Actual and legal lawyer

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Example (8)

بروكتر & جامبل

وكالة رسمية

بموجب هذا فإننا نحن، بروكتر & جامبل انترناشيونال اوپريشنز إس.إيه.، وبمقر أعمالها المسجل الكائن في 47 طريق سينت جورج، 1213 بيتيت لانسي، سويسرا، ممثلين من قبل و، بموجب هذا فإننا ننصب ونسمي ونفوض ونعيّن المحامي السيد.....، والذي يحمل بطاقة هوية فلسطينية رقم (.....) كي يتصرف كمحامٍ لنا وكممثل قانوني في أية إجراءات تقاضي في مناطق السلطة الفلسطينية ولكي يقوم بتمثيلنا بشكل كامل أمام جميع أنواع ودرجات المحاكم الفلسطينية والهيئات القضائية والتي تتضمن محاكم التشريع، والمحاكم المدنية، والمحاكم الابتدائية، محكمة

الاستئناف ومحكمة التمييز بالإضافة لأية مرجعيات قضائية أخرى أو هيئات رسمية كالإدارات التنفيذية. يأتي هذا بخصوص أية مطالبات، دعاوى، قضايا، أو أي إجراء قانوني آخر أو خطوات إجرائية قانونية قد يتم بروزها والتعامل معها بخصوص أي من المطالبات، الدعاوى، القضايا أو الخطوات الإجراءات القانونية الأخرى، والتي سيتم التعامل معها ورفعها ضد شركتنا في مناطق السلطة الفلسطينية وبخصوص أية مطالبات، دعاوى، قضايا أو أي إجراءات وخطوات قانونية أخرى ربما تظهر أو يتم طرحها أو البدء بها من جانب شركتنا في مناطق السلطة الفلسطينية.

ونتيجة لذلك، فإن المحامي المذكور، السيد.....، سوف يتمتع بكافة السلطات القانونية لتمثيلنا في أي منتدى/محاكم قانونية أو قضائية وأنه بموجب هذا يكون مفوضاً وبكافة السلطات والصلاحيات التي تتعلق بالدفاع عن وحماية شركتنا وتتضمن ولكن ليس مقتصرًا على تقديم كافة أنواع الوثائق والمستندات، وتسمية، وفحص، ومناقشة وبحث، وإبراء الخبراء أو تقاريرهم بالإضافة لتقديم وبحث ومناقشة الإثبات والأدلة الخطية أو الشفهية، وتقديم وطرح وتبيان كافة أنواع الالتماسات، المقترحات والاستدعاء للمحاكم، الاعتراضات، أو البيئات والذرائع أو أية إجراءات قانونية أو قضائية أخرى أو تصرف قانوني آخر متضمنًا تقديم ملفات بقضايا مقابلة أمام أية هيئات قضائية مختصة.

علاوة على ذلك، فإن المحامي المذكور، السيد.....، يكون مخولاً ومفوضاً بالسلطة التي تمكنه من تفويض ومنح السلطة للمحامين الآخرين (بشكل جزئي أو كلي) بما لديه من سلطات وصلاحيات مفوض بها والتي تنطلق وتستند لهذه الوكالة الرسمية.

مؤرخاً في: 24 إبريل 2006

_____ (توقيع)

المحامي الفعلي والقانوني

_____ (توقيع)

المحامي الفعلي والقانوني

Below is the back translation of example (8):

Power of Attorney

Under this we, **Brocter and Gamble Company**, located at No. 47, St. George, Building No. 1213 Petit Lancy, Switzerland, represented by -----
 -- -----., under this call and hence we erect, name, delegate and appoint the lawyer Mr., who holds a Palestinian identity card number (.....) to act as our advocate and as our representative in any litigations in the areas of the Palestinian Authority, and to fully represent us before all kinds of courts and judicial bodies, which include the magistrate court, court of first instance, court of appeal and court of cassation, and all judicial authorities and official bodies such as the executive department. This comes about any claims, lawsuits, cases, or any other legal or procedural legal steps that may rise and be dealt with regarding any claims, lawsuits, cases or any other legal proceedings, which will be dealt with and filed against our company in the areas of the Palestinian Authority and regarding any claims, lawsuits, cases or any other legal proceedings that may appear or be raised or initiated by our company in the areas of the Palestinian Authority.

As a result, the said lawyer, Mr., will enjoy all the legal authorities of our representation in any forum / legal or judicial courts and that he will be empowered under this and with all authorities and powers of defending and protecting our company including - but not limited to - providing all kinds of documents and documents, naming, and examining, discussing, researching and discharging experts and their reports. In addition to providing, considering and discussing written or oral evidence.

Moreover, to present, introduce and to explain all kinds of motions, proposals, petition to courts, objections, or evidence and excuses or any legal or judicial proceedings or any legal actions including filing counter-claims before any competent judicial bodies.

Furthermore, the said lawyer, Mr., is authorized and empowered by the authority that allows him to delegate and grant authority to other lawyers (partially or totally), with his powers and the authorities he is empowered with, which stem of this Power of Attorney.

Dated: 24 2006

(Signature)

(Signature)

Actual and legal attorney

Actual and legal attorney

Example (7) is supposed to function as part of a legal thriller novel plot. However, the language and style used are hardly indicative of that. This professional translator has preserved most of the legally binding features of the original. Still, he used omission quite often. For instance, unlike example (8), he left out some details of the company's address and he left out the attorney's ID number. He also omitted the kinds of courts " والتي تتضمن محاكم التشريع، والمحاكم المدنية، والمحاكم الابتدائية، محكمة الاستئناف ومحكمة التمميز بالإضافة لأية مرجعيات قضائية أخرى أو هيئات رسمية كالإدارات التنفيذية " meaning "which includes the magistrate court, court of first instance, court of appeal and court of cassation., and all judicial authorities and official bodies such as the executive department." In example (8), which is supposed to be a classified advertisement in the daily newspaper, the

translator ignored the commission completely. He reproduced the original literally and even added his own terms sometimes to make it yet more formal. For instance, he added two more synonyms not mentioned in the original text "فإننا ننصّب ونسمي ونفوض ونعيّن المحامي" which translates as "we erect, name, delegate and appoint the lawyer..." the original, conversely, only uses "make, constitute and appoint". In example (7), he only uses "نسمي ونعيّن" meaning "name and appoint. Moreover, he repeated the section "أية مطالبات، دعاوى، قضايا، أو أي إجراء قانوني آخر أو خطوات إجرائية قانونية" in example (8) more frequently than example (7). Surprisingly, this repetition was not as frequent as even in the original text. The two texts are very similar except for a few instances of omission, which do not affect the legal character of the text since most of them were voluntarily added by the translator. Furthermore, the only noteworthy difference between the two texts is that in example (7), the translator left out the title "Power of Attorney" which was kept in example (8). Additionally, one of the two signature spots was left out in example (7), which, to the best of my knowledge, is just of no particular significance. However, it cannot be denied that the translator slightly modified some of the features of the original. Nevertheless, it cannot be considered an indication of the translator's responsiveness to the texts target audience or function specified in the commission.

This section of the chapter has shown that current trends of translators' training, such as functional theories, are more effective than training approaches used almost two decades ago. Being exposed to and aware of modern approaches to translation helps translators emphasize more on the communicative and functional nature of legal translation.

Consequently, they will be able to focus on "particular instantiations of language use, in specific texts and contexts" (Colina 2002: 6). Such approaches can effectively bridge the gap between academic and professional worlds of translation.

This chapter probed how new trends in translation such as pragmatics and functional theories, which are not exactly mainstream linguistics, can have compelling implications for legal translation. The next chapter amalgamates summaries and recommendations.

Chapter Five

Summary of Conclusions and Recommendations

5.1 Summary of Conclusions

In this chapter, the findings of the present study regarding legal translation from pragmatic and functional points of view are discussed and the results are then used to formulate conclusions in the context of theoretical and empirical research. Thereafter, the study is evaluated in terms of some limitations, and the chapter is concluded with recommendations for future research.

Long convinced that legal translation has to be literal, translators and linguists frequently focus their attention on terminological issues. Perceiving legal translation as an act of communication, the study analyzes the imperative forbearing of this communication process and the role of the translator in this process. As shown in the empirical part, the translator's role depends on the specific communicative situation i.e., how texts are applied by their end receivers in their target context and function.

It must be understood, that this study is entirely based on empirical and interdisciplinary data analysis. Moreover, the study is by no means intended to prescribe rules or remedies for traditional legal translation. Neither to lay down specific guidelines on "how to" or "how not to" translate legal texts, but rather to provide possible criteria to evaluate the pragmatic and functional aspects of the communicative situation of legal translation between Arabic and English. Above all, it presents the analysis of corpus in new contexts to validate new approaches to legal translation in

which the translator assumes the role of an active participant in this communication process.

The translation strategies used by the three translators to deal with problematic areas of legal translation show that, in general, mastering the technical terminology of the source and the target languages is insufficient to make a legal translator competent. Thus, pragmatic considerations are important in legal translation and should be taken into account when determining translation strategies.

Translating legal jargon in contracts can be said to elongate over a continuum that involves literal or formal translation at one end and free or dynamic translation at the other. Therefore, literal or standardized translation can be adequate in translating purely technical terms, since such terms are context-independent. Hence, pragmatic consideration might be of not much use in this particular category. On the other hand, semi-technical or mixed terms and everyday vocabulary in legal texts are context-dependent. Consequently, the legal translator should opt for a strategy that will enable him/her to capture and convey the intended meaning within the imperatives of the specific context at hand.

In translating doublets and triplets, simplification is a valid translation procedure as long as the intended meaning is successfully reproduced.

Synonymous binominals are often used for merely stylistic reasons. Therefore, simplification is effective here as well, which in this case means using only one of the variants in the target language. In translating legal

formulas, literal translation is very ineffective. Thus, replacing these with their functional equivalents can be much more efficient. References, which are often highly redundant in contracts, can be omitted or replaced with grammatically simpler, shorter references without affecting the intended meaning. Here- and there- compounds are usually used excessively and most of the time unnecessarily, since the context can reduce the room for interpretation other than the one intended. Replacing these particles with their functional equivalents can meet the communicative imperatives.

Speech act theory premise has compelling implications for translating contract from Arabic into English. A theory of legal translation must be practice-oriented in order to be effective. Thus, legal translation is regarded in this study as an act of communication. Analysis of contracts for socio-pragmatic occurrences or pragmalinguistic realization of regulative speech acts (directive, constitutive and commissive), has demonstrated that speech act theory can be used as a framework for the assessment of legal translation.

The criteria guiding the translator's choices are prevalently functional, in that account is mainly taken of the function that the translated text will have to perform in the target culture. In translations with a shift in function, the translator has practically unlimited freedom to adapt the TT to meet the expectations of the target receivers, Instead of total conformity to the ST. Thus, functional approaches to legal translation are not only feasible, but also effective thanks to its breadth and flexibility.

To develop translation competence, translators need instruction in translation theory. Legal translators in Palestine can benefit from

translation training that focuses on the application of pragmatics, which is a relatively modern science, to legal translation. Translation competence presupposes not only in-depth knowledge of legal terminology, but also thorough understanding of the function of such texts, especially when, for contextual reasons, the contractual force of these texts is being neutralized.

5.2 Recommendations:

This is but a preliminary step towards a pragmatic and functional analysis of legal translation, which is an admittedly crude field. Future studies may be concerned with the analysis of communicative functions within other domains of Arabic legal texts such as, statutes, constitutions, judicial opinions or court proceedings. This analysis may examine implications of new approaches to legal translation through empirical investigation that help establish communication-oriented translation training.

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صبره محمود محمد علي. ترجمة العقود المدنية. مصر: دار الكتب القانونية 2003

Appendix (1)

1. Contract of Selling a Real-estate			
Original	Translator (A)	Translator (B)	Translator (C)
عقد بيع عقار	Property Sale Contract	Contract of Selling a real estate	A contract of real-estate selling
بواسطة وكيلها	By way of her attorney	Being presented by her attorney	Via her attorney
(وكالة) منظمة لدى كاتب العدل	Vide a power of attorney duly regulated by the Notary Public	According to power of attorney authenticated by the Notary Public	a According to power of attorney arranged with Bethlehem Notary Public
بواسطة وكيله المحامي-----	By his attorney advocate	Presented by the advocate	His attorney advocate
بموجب وكالة منظمة لدى الكاتب العدل	Pursuant to a power of attorney duly organized by the Notary Public	According to power of attorney authenticated by the Notary Public	According to power of attorney arranged by the Notary Public
مصادق عليها من مكتب منظمة التحرير الفلسطينية	Duly authenticated by the PLO Office	authenticated by the PLO Office	endorsed by the PLO Office
و من الجهات الرسمية الفلسطينية حسب الأصول	And from other official competent authorities in Palestine accordingly	In addition to the authentication of the Palestinian formal authorities according to rules	And the Palestinian official departments in proper
مقدمة	Preamble	Introduction	Introduction
حيث أن الفريق الأول	Whereas the first party	Since the first party	The first party,
تملك و تتصرف	Owens and disposes	Owens	In her capacity of owning and dealing with
من البناء القائم على قطعة الأرض	Of the building erected on the plot	Of the building instructed on a land piece	Of the building raised on the lot of land
نوع وقف	Endowment	Kind of endowment	Of type: Waif "endowment"
بموجب الوكالة الدورية غير القابلة للعزل المنظمة لدى كاتب العدل	Pursuant to an irrevocable periodic power of attorney duly organized and regulated by Notary Public	According to an irrevocable power of attorney authenticated by Notary Public	According to a periodical power of attorney that is unlikely to be revoked, arranged with--- notary public

Original	Translator (A)	Translator (B)	Translator (C)
إذ بلغت الحصة المملوكة للفريق الأول المذكور ---	Whereas the share owned by the said first party, above, --	The share owned by the first party is-----	Denoting that the portion owned but the First Part, A/M, has been --- -----
و حيث أن الفريق الثاني رغب في شراء الشقة المذكورة و توابعها	Whereas the Second Party is desirous of purchasing the said flat and all its appurtenants	And since the second party wants to buy the above mentioned apartment	And since the second party is willing to purchase the aforementioned with its complements
و بحسب وضعها الحالي	As per its current status	-----	According to its current status
و أن هذه الرغبة لاقت قبولا من قبل الفريق الأول	And that such desire has found acceptance from the first party	Then the two parties agreed that the first party will sell the apartment to the second party	And since this willing has been met with consent from the first party
ضمن الشروط و الأسس التالية	Subject to the following terms and conditions	According to the following conditions	Within the following terms and bases
تعتبر المقدمة أعلاه جزء لا يتجزأ من هذا العقد و تقرأ معه	The above preamble shall be considered an integral part of this contract and shall be read with	The above mentioned introduction is one of the parts of this contract	The introduction ,A/M, is considered as a part that is not separated from this contract; and they are to be read together
لإجراء و تنفيذ هذا الاتفاق	To perform and carry out the action and execution of this agreement	To perform this agreement and contract	To carry out and execute this accord
من المتفق عليه	It is agreed upon	The agreed on	It is consented that
يلتزم الفريق الأول	The first party shall abide by	The first party is committed to	The first party committes herself to
الفريق الثاني أو من يمثله	Whoever may represent him	Or anyone who represents the second party	Or their representative
فور إتمام (معاملة التسجيل)	Upon completing	As soon as performing	On completing

Original	Translator (A)	Translator (B)	Translator (C)
و عليه جرى تحرير و توقيع هذا العقد بإيجاب و قبول الفريقين و برضاهما التام	In witness thereof This contract is made and signed with satisfaction and acceptance of the two parties	Thereupon, The contract has been edited and signed by the two parties	And whereof, The editing and signing of this contract have been made in offer and response by the two parties and their full satisfaction
و على نسختين مع كل منهما نسخة	Each one party shall take one copy to work accordingly	By the two parties on two copies, one copy for each party	In two copies, one copy is with each one
وكيل الفريق الأول	First Part Representative	Deputy of the first party	Attorney of First Party

Appendix (2)

2.Contract of Lease			
original	Translator (A)	Translator (B)	Translator (C)
وصف المأجور	Leased Property Description	Description of the rented place	Specification
المعلوم للفريقين علما نافيا لكل جهالة	Which is precisely known for both parties	-----	-----
مدة الإيجار	Tenancy term	Period of rent	Duration of lease
بدل الإيجار	Tenancy Fees	Rental	The lease return
يدفع المستأجر للمؤجر أجره سنوية	The lessee shall pay an annual tenancy fees	The lessee pays an annual rent	The tenanted land lord an annual rent pays to t
و المبين شروطها في الملحق المرفق مع هذه الاتفاقية	Whose terms and conditions are provided in the annex enclosed herewith	Conditions are mentioned in this agreement	Stated in the appendix enclosed with this contract
كيفية أداء بدل الإيجار و الخدمات	Terms and Payment	Way of paying rent	The manner of payment for the lease return and services
الغاية من استعمال المأجور	Purpose	Appurtenants of the rented place	Condition of let
خال من أي أضرار و عيوب	Free from any damages or defects	Without being damaged	Free of any damages or decays
إبراء ذمة المستأجر	Lessee shall be discharged	The lessee must get a discharge	Discharging the tenant
و عليه يلتزم المستأجر بما يلي	And hence the lessee shall abide by the following	The lessee must be committed with the following	Therefore, the tenant complies with the following
استعمال المأجور بالصورة و بالطريقة المطابقة و المحددة بالعقد	Using the leased property in the method and the way complying with and as determined herein	To use the rented place in the way specified in the contract	Using that e let in the form and manner appropriate to that

original	Translator (A)	Translator (B)	Translator (C)
و بخلاف ذلك يكون للمؤجر حق حجب أي خدمات عن المأجور	Otherwise, the lesser shall be entitled to refrain from rendering any services to the property	If not, the lessor can stop the services of the rented place	The landlord will be entitled to ban any services against the let
original	Translator (A)	Translator (B)	Translator (C)
إشغال المأجور و استعماله بصورة فعلية و واقعية و بصورة مستمرة	Occupying the leased property and using it in actual, efficient and continuous way	To use the rented place effectively and continuously	Occupying the let and using it in a practical real manner continuously
للمستأجر حق إجراء الديكورات الداخلية	The lessee shall be entitled to carry out interior decorations	The lessee can make internal decorations	The is entitled to use internal decorations
و ينصرف ذلك على أي تغييرات	Hence, such shall pass to the issue of making any changes	This also includes any changes	And this applies on any alternation
إذ لا يجوز القيام بها دون الحصول على موافقة المؤجر الخطية	Whereas these shall not be performed without lessor's written consent	So they must not be made till getting the lessor's approval,	It is not allowed to that without obtaining a written approval from the land lord
فان ذلك يشكل إخلالا بشروط العقد	Then such may be considered a violation to the contact terms and conditions	this will violate the contract's conditions	This deed will be considered a violation for the terms of contract
موجب لإخلاء المأجور أو فسخ عقد الإيجار	And may require the vacation of the leased property or termination of tenancy contract	So the rented place must be vacanted or the lease will be broken	And he has then to evacuate the let or terminate the lease contract
بدون حاجة لأي إشعار أو إخطار عادي أو عدلي سابق	With no need for giving any notice , ordinary or notarial notice	Without any notification or previous normal or judicial notice	Without the need of any notification, judicial or former warning

original	Translator (A)	Translator (B)	Translator (C)
يقوم مقام الإخطار	Shall act like a notice	Stands for any notification	Stands instead of notification
إذا احدث المستأجر أي أضرار بالمأجور أو توابعه أو مرفقات الخدمات عمدا	If the lessee may cause any damages in the leased property, its annexes, or services utilities intentionally	If the lessee causes any damages to rented place, its appurtenants or its services intentionally	If the tenant has made changes for the let or its complements or the facilities of the services any willingly
فانه يكون ملزما بإعادة الحال إلى ما كان عليه قبل الأحداث	Then he shall be obliged to return it to its original condition	Then he is committed to return the state as it was before these damages	He is then obliged to return the conditions to its former sate before the events
دون الحاجة إلى تبادل الإنذارات	Without any need for exchange of notices	And then it is not necessary to exchange warnings	Without a need to exchange warnings
إذ يكفي بذلك الاشعارات الشفوية من المؤجر	Having sufficient addressing verbal ones from the lessor to the lessee	since oral notifications of the lessor ... (will new enough)	Because oral warnings from the land lord are enough
أو بموجب كتاب يرسل بالبريد العادي أو باليد	Or subject to a letter sent via ordinary mail or by hand	Or notification sent by mail or delivered by hand	Or even a letter posted ordinarily or by hand
مع مراعاة ما ورد في البند الأول أعلاه	Taking into consideration what is mentioned in article (first) above	In addition to performing the conditions of the first article above,	With taking consideration to what was formerly mentioned in item one above
يلتزم المستأجر و على نفقته الخاصة بتحمل النفقات التالية	The lessee shall and at his own cost bear the following expenses	the lessee must pay the following expenses	The tenant is obliged on his account to bear the following
دفع جميع الضرائب المقررة قانونيا على المستأجر	Payment of all taxes legally decided onto the lessee	Paying all legal taxes imposed on the lessee	Paying the taxes put on legally by law on the tenant

original	Translator (A)	Translator (B)	Translator (C)
أية ضرائب أخرى تفرض على المستأجر وفقا للقوانين المعمول بها	Any other taxes which may be imposed onto the lessee as per the laws in effect	Any other taxes imposed on the lessee according to rules	Any further taxes imposed on the tenant by law in action
و بذلك فان للمستأجر شخصيا و-أو شخص مفوض من قبله	Therefore, the lessor personally and/or any person authorized by him	Therefore, the lessee personally or any person authorized by him	-----
دون أية معارضة من المستأجر	Without any kind of objection from the side of the lessee	The lessor must not give any objections	Without opposition by the tenant on that
و عليه لا يحق للمستأجر معارضة المؤجر في كل مرة يرغب بتنفيذ أي مما ذكر	The lessee shall not be entitled to oppose the lessor in each time found deterious in performing all mentioned	The lessee can't give any objections concerning the above mentioned reformatations or changes	And therefore, the tenant is not entitled to object
أو المطالبة بأي عطل أو ضرر مهما كان	Or claiming for any breakdown or damage whatsoever	-----	-----
مع مراعاة عدم التسبب بأية أضرار للمستأجرين	Taking into considering not impacting negatively the other tenants	The lessor will put into his consideration not to cause any damages for the lessees	-----
بأي شكل من الأشكال	In any way whatsoever	-----	In any form
و ينحصر حقه داخل المأجور فقط	While his right shall be restricted inside the boundaries of the leased property only	He can only use the inside of the rented place	His entitlement confines inside the let only

original	Translator (A)	Translator (B)	Translator (C)
للمؤجر حق نزع و فك و إزالة	To remove, dismantle and take out	The lessor can remove...	To remove
عن كل ما يحصل و-أو يصيب المأجور	For anything that may be collected and-or affecting the leased property	For any harms occur for the rented place	For all that occurs to the let
صالحا للتبليغات في كل الأوقات	Valid for notifications in all the times	It is suitable for sending any notifications any time	As an address for him so as to be notified on
سواء أثناء سريان العقد أو بعد انتهائه	Either during the validity of the contract or at the end of its expiration	During the contract of after ending it	----- -
و اسقط حقه بالطعن سلفا بصحة أي تبليغات ترد إلى المأجور	And has in advance stopped his right in appeal regarding the truth of any notifications brought to the leased property	He can't contest any notification sent to the rented place	----- --
تختص محاكم السلطة الوطنية الفلسطينية بالنظر بأي خلاف قد ينشأ عن تفسير أو تطبيق هذا العقد	The courts of the Palestinian National Authority shall be competent in perusing any dispute whatsoever may arise from the interpretation or application of this contract	The courts of the Palestinian National Authority will solve any problems caused by this contract	The courts of the Palestinian National Authority specialize in dealing with any dispute that might arise out of interpretation or application for this contract
و ضمانا لتنفيذ الالتزامات المترتبة عليه بموجب هذا العقد	In warranty of executing the obligations incurred thereof pursuant to this agreement	To perform his commitments mentioned in this agreement	----- -

original	Translator (A)	Translator (B)	Translator (C)
فانه يكون ملزم بتقديم كفيل ملئ للتوقيع على هذا العقد	Shall be obliged to render a financial guaranty to sign on this contract	The lessee must have a sponsor to sign on this contract	The tenant is obliged to offer a full attorney to sign on this contract
يكون ملزما بالتضامن و التكافل مع المستأجر	And shall be jointly and severally obliged with the lessee	Committed to achieve obligations during the contract	----- --
حرر هذا العقد و وقع عليه	This contract is drawn and signed	This contract has been issued and signed	This contract was written and signed
يملك كامل الأهلية الشرعية و القانونية	He has full legal competence	He is completely and legally responsible	That he is legal and lawful competence
التي تمكنه من إجراء التعاقد	And which enables him to contract	For holding such an agreement and contract	Enabling him to perform this contract
شاهد-كفيل	Witness-sponsor	Witness-sponsor	Witness- guarantor

Appendix (3)

3. Work contract

Original	Translator (A)	Translator (B)	Translator (C)
حيث أن الفريق الأول بحاجة إلى شخص مؤهل	As the first party indicated the need for a qualified person	Since the first party needs a qualified person	As the first party is in need for a qualified personnel
و حيث أن لدى الفريق الثاني الرغبة في هذه الوظيفة	And as the second party is interested in this job	And since the second party is completely ready to fill this position	And the second party is willing to practice this post
و أن الفريق الثاني أبدى استعداداه التام لاشتغال هذه الوظيفة	And the second party is quite ready to fill this vacancy	And the second party is quite ready to fill this vacancy	And the second has expressed his full preparation to occupy this post
فقد تم الاتفاق بين الفريقين على الشروط التالية	The two parties have reached an agreement according to the following terms	The two parties agreed according to the following conditions	It was agreed between the two parties on the following terms
وافق الفريق الأول على تعيين الفريق الثاني	The first party has agreed to hire the second party	The first party has agreed to employ the second party	The first party has agreed to appoint the second party
مدة العقد سنة كاملة اعتبارا من تاريخ التعيين	The contract duration is one year from the starting date	The period of this contract is one year from the employment date	Starting from the date of his appointment
يخضع الفريق الثاني لفترة تجريبية	The second party will go through probation period	The second party will work for an experimental period	The second party submits to a training period of three months time
للفريق الأول الحق في إنهاء عمله	The first party has the right to conclude his work	The first party can end the work period of the second party	The first party has the right to terminate his work
و لا يحق للفريق الثاني المطالبة بأي حقوق	Therefore the second party has no right to demand any compensation	the second party can't ask for any rights	The second party has no right whatever to demand any rights
يتقاضى الفريق الثاني راتبا شهريا مقداره---	The second party will receive a monthly salary of---	The second party will get a salary of---	The second party will earn a monthly salary in the worth of---

Original	Translator (A)	Translator (B)	Translator (C)
تحدد أوقات الدوام اليومية بإعلان من إدارة الجمعية	Work hours will be determined by the Society	The daily time attendance will be determined by the Society's administration	The daily work time will be determined by an announcement from the Society administration
يعتبر يوم الجمعة عطلة أسبوعية	Friday is the official holiday	Friday is a holiday	Friday will be the weekend
يحق للفريق الثاني إجازة سنوية مدفوعة الأجر	The second party is entitled to one month paid vacation a year	The second party can have a paid annual leave for a month	The second party is entitled to have a paid yearly vacation
يخضع الفريق الثاني للتعليمات التي يصدرها الفريق الأول	The second party will abide by the instructions issued by the first party	The second party will perform the instructions by the first party	The second party will surrender to the indications issued by the first party
يحق للفريق الأول تغيير موقع عمل الفريق الثاني	And also for the first party to relocate the second party	the first party can change work position of the second party	And the first party is entitled to alert the work position of the second party
يتعهد الفريق الثاني بأن يكون سلوكه متفقا مع الأخلاق الحسنة	The second party will make a promise to act in good behavior	The second party guarantees to have good conduct	The second party binds himself that his conduct will be applicable to the good morals
و ألا يأتي بأفعال تعرض الجمعية أو سمعتها لأي ضرر مادي أو معنوي	And not commit any action that may subject the society to any economic or mental harm	-----	And not perform deeds likely to expose the society or its fame to any to any danger, material, meaningful
أو مخالفة للأعراف و القوانين	Or violation of tradition and law	Which doesn't hurt the society reputation or rules	Or any demeanor contradicting traditions and laws
يلتزم الفريق الثاني بإقامة علاقات عمل سليمة مع رؤسائه و مرؤوسيه	The second party will commit to establish good relationship with his directors and colleagues	The second party is committed to have good work relationships with his chiefs, subordinates and colleagues	The second party commits himself to hold safe work relations with his superiors, inferiors or colleagues

Original	Translator (A)	Translator (B)	Translator (C)
يلتزم الفريق الثاني بقضاء فترة دوامه لأداء واجباته و القيام بالمهام الموكلة إليه	The second party will commit to spend his work hours at performing his duties and tasks being assigned to	The second party is committed to perform his duties during the attendance period	The second party obliges himself to spend the period of his attendance in carrying out his duties on the errands given to him
ظرف طارئ قاهر	Emergency or difficult situation	An urgent condition	A forcing circumstance
شريطة الإبلاغ عن غيابه بأقصى سرعة ممكنة	And he is to report it immediately	Provided that he notifies his absence as soon as possible	Stipulating that he is to inform about his absence as soon as possible
لا يحق له المطالبة بأية تعويضات	Will not be entitled to demand compensations	He doesn't have the right to ask for any compensations	Is not be entitled to claim any compensations
فان الفريق الأول ملزم بدفع راتب شهر عن كل سنة أمضاها الفريق الثاني داخل المؤسسة	Therefore the first party must pay one month salary for every year the second party works in the association	the first party is then committed to pay a salary of a month for each year of work at the society	The first party is obliged to pay a salary of one month per each year the second party has spent inside the firm
لا يحق للفريق الأول إنهاء عمل الفريق الثاني إلا بعد إبلاغه خطيا بذلك	the first part has no right to dismiss the second party without written notification	the first part doesn't have the right to end the second party's work till he notifies him in writing	The first part is not entitled to terminate the work of the second party unless after notifying him of that in writing
و بدون إبداء الأسباب	Without any explanations	Without any reasons	Without commitment
فان للهيئة الإدارية الحق في عدم إعطائه أتعاب ترك الخدمة	Then he won't be entitled to any compensation from the association	Then the administrative board has the right not to give him his remuneration	Then administrative corporation is entitled not to pay him the dues of leaving service
يتجدد العقد تلقائيا	The contract will be renewed automatically	The contract is renewed spontaneously	The contract is to be renewed automatically

Original	Translator (A)	Translator (B)	Translator (C)
إلا إذا اشعر احد الفريقين الآخر خطيا	Unless one party notifies the other party in writing	Unless one party notifies the other in writing	Unless one of the parties has notified the counterpart in writing
بعدم رغبته في تجديد العقد	About not wanting to renew the contract	That he is unwilling to renew the contract	About his unwillingness of renewing the contract
يتكبد الفريق الثاني قيمة الخسائر و الأضرار المادية و المعنوية التي قد يلحقها بالفريق الأول	The second party will be responsible for any economic or mental losses and damages caused to the first party	The second party will pay the value of losses and damages caused by him to the first party	The second party suffers the costs of losses and material, meaningful damages incurred to the first party
و يحق للفريق الأول ملاحقة الفريق الثاني قضائيا لتحصيلها	the second party is entitled to peruse lawsuits against the first party to get what is rightfully his	the second party has the right to sue the first party to the value of losses and damages	The second party is entitled to prosecute the first party as to collect them
خلاف ما هو منصوص عليه في هذا العقد و بنوده تجري عليه أحكام قانون العمل المعمول به في المحاكم و الدوائر الرسمية و المؤسسات المحلية	In contrast to what the text of this contract said its articles subject to labor code used in courts, official departments and local associations	The rules of the valid work laws at courts, informal department and local institutions are applied to any term or condition not mentioned in this contract	Contrary to what is being dictated in this contract and its items will be governed by the law of labor worked with at the law-courts, formal departments and local institutions
تحريرا	Issued	Date	Written on

Appendix (4)

Legal dictionaries

- Al-Wahab, D. Ibrahim I. (1972). *Law Dictionary: English-Arabic*. Beirut: Librairie du Liban.
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- Ismat, Shafiq (1980). *Police Dictionary: English-Arabic Dictionary*. International Book Centre.
- Mahdi, Said Muhammad Ahmad (1969). *Definitions of Common Legal Words and Phrases*. Khartoum: Khartoum University Press.
- Szentendrey, Julius V. (1973) *Arabic-English Legal Glossary*. Cambridge: Harvard Law School Library.
- Treky, Tayseer H. (1985). *Dictionary of Insurance Terms*. State Mutual Book & Periodical Service.

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<http://muqtafi.birzeit.edu/dictionary.asp>

<http://www.constitution.org/bouv/bouvier.htm>

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<http://www.legal-definitions.com/>

<http://www.id.uscourts.gov/glossary.htm>

(5) عقد إيجار

اولا: الشروط الاساسيه

- اولا:** وصف المأجور
الطابق الخامس
للفريقين علما نافي سر
- ثانيا:** مدة الاجارة: سنة واحده قابله للتجديد.
- ثالثا:** (1) سنة تبدأ من تاريخ 2005/ 08 / 01 وتنتهي بتاريخ 2006 / 07 / 31 بدل الاجارة:
- رابعا:** ا- يدفع المستأجر للمؤجر اجرة سنوية مقدارها (45,000) خمسة وأربعون ألف دولار أمريكي فقط لا غير، شاملة الخدمات التي يؤمنها المؤجر للمبنى والمبين شروطها في الملحق المرفق مع هذه الاتفاقية.
كيفية اداء بدل الايجار والخدمات:
- خامسا:** في السنة الأولى تدفع دفعه واحده مقدما عند التوقيع على العقد وبعد ذلك يتم الدفع في بداية تاريخ الأجرة دفعه واحده.
- سادسا:** حالة المأجور- ممتازة وصالحه للاستعمال.
- سابعا:** الغايه من استخدام المأجور: نادي لياقة بدنية.
توايع المأجور:

مرفق بها قائمه وتعتبر جزءا لا يتجزأ من الاتفاقية وتقرأ معها.

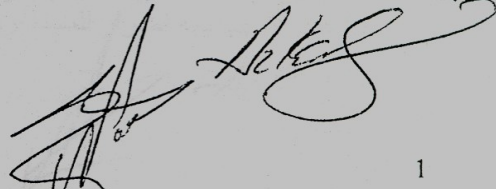
ثانيا: الشروط الخاصة:

اولا: ا) في مقابل التزام المستأجر بدفع بدل الخدمات فان المؤجر سيقدم له الخدمات التاليه:

1. الصيانه العامه للمبنى والمأجور.
2. خدمات تنظيف الممرات و الادراج ومناطق الخدمات العامه.
3. حق استخدام المصاعد.
4. تكاليف استهلاك الكهرباء في المصاعد والممرات ومناطق الخدمات العامه.
5. تزويد المأجور بالخط الاساسي لاجهزة التكييف والتدفئه على ان يكون على المستأجر تشغيل هذه الوحدات وتحمل نفقات الاستهلاك.

ب) للمؤجر حق زيادة نسبة بدل الخدمات من فترة لآخرى بما يتناسب مع اي زياده قد يتحملها في النفقات او الاجور او الضرائب او قيمة الاستهلاك للمياه والكهرباء، ويقر المستأجر انه قد وقع لانه الشروط الخاصه التي وضعها المؤجر والمتعلقه بالخدمات التي يقدمها المؤجر للمستأجر ويلتزم التقيد بها.

ثانيا: على المستأجر عند انتهاء مدة الايجارة وبغض النظر عن سببها اعادة الاجور وتوايعه للمؤجر بحاله جيده وبدون ايه عيوب او اضرار مهما تدنت قيمتها مع التزامه ايضا باعادة المأجور الى ما كان عليه قبل تاجيره ولا يعتبر التسليم حاصل الا من تاريخ حصول المستأجر على اقرار من المؤجر باستلام المأجور خاليا من اية اضرار او عيوب و ابراء ذمة للمستأجر من كافة المستحقات الماليه بما فيها الضرائب واستهلاك المياه والكهرباء وبخلاف ذلك يمتد اثر العقد لبدل الايجار والعيوب.



ثالثاً: من المعلوم بان المشروع والذي يشكل الماجور جزءاً منه ذو طبيعه خاصه وعليه يلتزم المستاجر بما يلي:

1. استعمال الماجور بالصورة وبالطريقه المطابقه والمحدده بالعقد وبخلاف ذلك يكون للمؤجر حق حجب اي خدمات عن الماجور مع اتخاذ اي اجراء حتى ولو كان ذلك يؤثر سلبا على عمل المستاجر والمتعاملين معه.
2. اشغال الماجور واستعماله بصوره فعلية وواقعيه وبصوره مستمرة والامتناع عن اغلاقه او تاخير بدء استعماله وذلك منعا لاية اثار سلبيه تؤثر على تحقيق الغايه من المشروع وعلى باقي المستاجرين والمشغلين.

رابعاً: للمستاجر حق اجراء الديكورات الداخليه دون ان يمتد اثر ذلك الى واجهات الماجور الثابته او التي قد تؤثر على الهيكل العام للبناء وينصرف ذلك على اية تغييرات حتى لو كانت من قبيل التحسين، اذ لا يجوز القيام بها دون الحصول على موافقه المؤجر الخطيه وان اقدام المستاجر على اي عمل من هذا القبيل دون الحصول على الموافقه الخطيه التفصيليه للعمل من المؤجر فان ذلك يشكل اخلاقاً بشروط العقد موجب لاخلاء الماجور او فسخ عقد الايجار بدون حاجه لاي اشعار او اخطار عادي او عدلي سابق وان مجرد الاخلال بهذا الشرط يقوم مقام الاخطار على ان يبقى للمؤجر الحق بالابقاء على التحسينات او التغييرات ويعتبر المستاجر في هذه الحاله متبرعا بقيمتها مهما بلغت كما يكون للمؤجر حق ازالتها أو إعادة الماجور إلى ما كان عليه وعلى نفقة المستاجر دون الحاجه لاي اخطار سابق.

خامساً: اذا احدث المستاجر اي اضرار بالماجور او توابعه او مرافق الخدمات عمدا ولو كانت خارج حدود الماجور فانه يكون ملزماً باعادة الحال الى ما كان عليه قبل الاحداث وخلال مده لا تتجاوز ثلاثة ايام دون الحاجه الى تبادل الانذارات اذ يكفي بذلك الاشعارات الشفوية من المؤجر أو بموجب كتاب يرسل بالبريد العادي او باليد دون الحاجه لاثبات الاستلام على ان ذلك لا يؤثر على حق المؤجر القيام بهذه الإصلاحات أينما وجدت وعلى نفقة المستاجر.

سادساً: لا يجوز للمستاجر نقل و/ او تغيير مكان اي من توابع الماجور او تمديدات الهاتف والكهرباء والماء او الصرف الصحي دون موافقه المسبقه على ذلك من المؤجر.

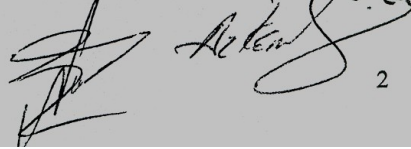
سابعاً: مع مراعاة ما ورد في البند الاول اعلاه، يلتزم المستاجر وعلى نفقته الخاصه بتحمل النفقات التاليه:

1. تركيب عداد الكهرباء داخل الماجور وتحمل تكاليف استهلاك الكهرباء والمياه.
2. دفع جميع الضرائب المقرره قانوناً على المستاجر بما في ذلك ضريبة المعارف والمجاري.
3. اية ضرائب اخرى تفرض على المستاجر وفقاً للقوانين المعمول بها.

ثامناً: للمؤجر حق اجراء اية تعديلات على التمديدات الصحيه والكهربائيه والصرف الصحي وخلافها. وبذلك فان المستاجر شخصياً و/ او شخص مفوض من قبله الحق في الدخول للماجور في اي وقت يراه مناسباً لاجراء أي من الاعمال المذكوره او اية اعمال مثل الخدمات او التمديدات وكذلك اية اعطال تخص المشروع او تخص المجاورين يكون من الضروري اجراءها او الوصول اليها من داخل الماجور دون اية معارضه من المستاجر.

تاسعاً: لا يحق للمستاجر وضع و/ او تثبيت اللافتات او الارمات من اي شكل او نوع او قياس كان على واجهات الماجور او جدران المشروع وانما يجب وضعها فقط في الاماكن المخصصه لذلك والمحدده من قبل المؤجر وبخلاف ذلك يكون للمؤجر حق اجراء نزعها وعلى نفقة المستاجر ولو ادى ذلك الى تلفها.

عاشراً: للمؤجر حق اجراء تعديلات في المشروع ومرافقه، الساحات والممرات بالصوره التي يختارها وله ايضا اجراء التعديلات والتغييرات على واجهه الماجور. وعليه لا يحق لمستاجر معارضة المؤجر في كل مره يرغب بتنفيذ اي مما ذكر او المطالبه باي عطل او ضرر مهما كان مع مراعاة عدم التسبب باية اضرار للمستاجرين.



حادى عشر: لا يحق لمستاجر استعمال او استغلال الساحات او الممرات او المداخل او الجدران او سطح البناء لغايات أعماله او للعرض باي شكل من الاشكال ويحصر حقه داخل الماجور فقط وبخلاف ذلك يكون للمؤجر حق نزع وفك وازالة اية مواد او بضائع اينما وجدت وعلى نفقة المستاجر.

ثاني عشر: في حالة رغبة المستاجر اخلاء الماجور و/ او فسخ و/ او الغاء العقد يتوجب عليه اشعار المؤجر بذلك خطيا قبل ثلاثة اشهر من ذلك.

ثالث عشر:

أ- المستاجر ملزم ببذل كل جهد للمحافظة على النظافة العامة في الماجور وتوابعه وفي المشروع ومرافقه كما ويحظر على المستاجر القيام بكل ما من شأنه التأثير على النظام والاداب العامة مع ضروره اجراء التعاون المستمر مع المؤجر والعاملين لديه في ادارة المشروع.

ب- للمؤجر الحق بالموافقة على طلبات المستاجر للسماح بدخول سيارات نقل البضائع لغايات التحميل والتزليل فقط بحيث يراعي المستاجر الاوقات التي يحددها المؤجر لذلك وبحيث لا يؤثر ذلك على باقي المستاجرين او زوار المجمع.

رابع عشر: المؤجر غير مسؤول عن كل ما يحصل و/ او يصيب الماجور او المستاجر من اضرار ناتجة عن تعرضه للسرقة او ما يرتكبه الغير من مخالفات للقانون ويكون المستاجر مسؤولا عن حماية وسلامة املاكه وامواله داخل الماجور.

خامس عشر: المستاجر اختار الماجور عنوانا له صالحا للتبليغات في كل الاوقات سواء اثناء سريان العقد او بعد انتهائه واسقط حقه بالطعن سلفا بصحة اي تبليغات ترد الى الماجور سواء سلمت اليه و/ او لاي من المتواجدين في الماجور و/ او الصقت على باب الماجور و/ او على اية لوحة للمشروع.

سادس عشر: تختص محاكم السلطه الوطنيه الفلسطينيه بالنظر باي خلاف قد ينشأ عن تفسير او تطبيق هذا العقد.

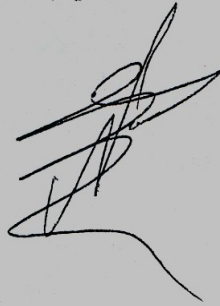
سابع عشر: للمستاجر وضمانا لتنفيذ الالتزامات المترتبة عليه بموجب هذه الاتفاقية فانه يكون ملزما بتقديم كفيل ملى للتوقيع على هذا العقد يكون ملزما بالتضامن والتكافل مع المستاجر بهذه الالتزامات خلال مدة العقد وعلى الاخص الالتزامات الماليه.

ثامن عشر: حرر هذا العقد ووقع عليه بعد ان اعلن المستاجر بانه يملك كامل الاهليه الشرعيه والقانونيه التي تمكنه من اجراء التعاقد في هذا اليوم الموافق 2005 /05/31.

فريق اول (المؤجر)

فريق ثاني (المستاجر)

شاهد / كفيل




حالي

(6) Lease Contract**First : Basic Condition**

- Firstly** : Description of the rented place
The fifth floor
- Secondly** : Period of rent : one year that can be renewed.
One year starting from 01.08.2005 and ending on
31.07.2006
- Thirdly** : Rental :-
a. The lessee pays an annual rent value of US\$(45,000) to the lessor.
This amount of money includes the services whose conditions are
mentioned in this agreement.
- Fourthly** : Way of paying rent :
In the first year, the rent is paid all at one time in advance when
signing on the contract, then the rent will be paid in the beginning of
the rent date all at one time.
- Fifthly** : Situation of the rented place – excellent and good for use.
- Sixthly** : Aim of using the rented place : Club for physical fitness.
- Seventhly** : Appurtenants of the rented place :
They are mentioned in a list which is considered a part of
this agreement.

Second : Private conditions

- Firstly** : -
a. When the lessee is committed to pay the return of services, the
lessor will render the following services :-
1- General maintenance for the building and the rented place.
2- Cleaning the corridors, stairs and places of general services.
3- Using the elevators.
4- The costs of using electricity for the elevators corridors and
places of general services.
5- Providing the rented place with main line to operate the
equipment of central heating and air conditioning. The lessee
will pay for operating such equipment and for using them.
- b. The lessor can increase the percentage of the return of services
from time to time according to any increase paid by him in return for
rents, taxes, or water and electricity consumption. The lessee must
sign on the list of private conditions prepared by the lessor and which
is related to the services rendered by the lessor to the lessee, the lessee
must be committed with this list.
- Secondly** :
At the end of the rent period, the lessee must return the rented
place and its Appurtenants to the lessor and they must be in good
condition without any damages. So the lessee must be committed with

returning the rented place to its situation before being rented. The returning of the rented place from the lessee to the lessor will start on the day when the lessee gets a declaration from the lessor that he has received the rented place without being damaged. In addition to that, the lessee must get a discharge concerning taxes, and water and electricity consumption. If not, the contract will continue till repairing the damages and the lessee must pay the rental.

Thirdly :-

The project held at the rented place is of private situation so the lessee must be committed with the followings :-

1. To use the rented place in the way specified in the contract. If not, the lessor can stop the services of the rented place and he can take any legal procedure even though it affects negatively on the less's work and the ones who deal with him.
2. To use the rented place effectively and continuously. The lessee must not close the rented place or delay using it to prevent any negative effects that will influence on achieving the project's aim, the other lessees and workers.

Fourthly :

The lessee can make internal decorations. These decorations must not be extended to the stable frontages of the rented place or the ones that may influence on the general framework of the building. This also includes any changes even though they are made for the sake of improvements. So they must not be made till getting the written approval of the lessor. If the lessee makes any changes without getting the lessor's approval, this will violate the contract's conditions so the rented place must be vacated or the lease will be broken without any notification or previous normal or judicial notice. Therefore, breaking this condition stands for any notification and the lessor can keep the improvements or changes. In this case, the lessee will be considered as if he has granted their value no matter how much it costs to the lessor. The lessor can remove the changes or return the rented place to its previous state at the lessee's expense without any previous notification.

Fifthly :

If the lessee causes any damages to the rented place, its Appurtenants or its services intentionally even though they were outside the rented place, then he is committed to return the state as it was before these damages within a period not more than three days and then it is not necessary to exchange warnings since oral notifications of the lessor or a notification by him sent by mail or delivered by hand will be enough. This doesn't affect the lessor's right to perform reparations at the lessee's expense.

Sixthly :

The lessee can't move and/or change the place of any of the rented place's Appurtenants, the telephone installations, electricity and water installations, approval from the lessor.

Seventhly :

In addition to performing the conditions of the first article above, the lessee must pay the following expenses :-

1. fixing an electricity counter inside the rented place and paying the expenses of water and electricity use.
2. Paying all legal taxes imposed on the lessee including the taxes of education and drainage.
3. Any other taxes imposed on the lessee according to rules.

Eighthly :-

The lessor can change any installations including health, electricity and drainage. Therefore, the lessee personally or any person authorized by him can enter the rented place any time he wants to change any of the mentioned installation or services. He can also reform damages of the project or the neighbours from the inside of the rented place and the lessee must not give any objections.

Ninthly :-

The lessee can't fix or put signs of any shape or size on the frontages of the rented place or the projects' wall. These signs must be only fixed in special places specified by the lessor. If not, the lessor can remove them even if they got damaged at the lessee's expense.

Tenthly :-

The lessor can cause reformations in the project, its yards and passages as he likes. He can also change and reform the frontage of the rented place. The lessee can't give any objections concerning the above mentioned reformations or changes. He can't also ask for any compensation for any damage or delay during the performance of these changes or reformations : the lessor will put into his consideration not to cause any damages for the lessees.

Eleventhly :-

The lessee can't use the yards, passages, entrances, walls or the roof for the sake of his work or exhibitions. He can only use the inside of the rented place. If not , the lessor can remove any of the lessee's goods or materials at the lessee's expense.

Twelfthly :-

If the lessee wants to vacate the rented place and/or break and/or cancel the contract, he must notify the lessor in writing before three months of doing so.

Thirteenthly :-

- A. the lessee must do his best to keep the rented place, its Appurtenants and the project clean. The lessee must not do anything that affects the system or manners negatively. He must always cooperate with the lessor and the ones working with him in the project's administration.
- B. The lessor has the right to agree on the lessee's requests to allow cars that move goods to enter only for loading and unloading in the time specified by the lessor so as not to cause any noise for other lessees or visitors.

Fourteenthly :-

The lessor is not responsible for any harms occur for the rented place or the lessee because of robbery or law violation. The lessee is completely responsible for the protection and safety of his monley and properties inside the rented place.

Fifteenthly :-

The rented place will be and address for the lessee. It is suitable for sending any notifications anytime during the contract or after ending it. He can't contest any notification sent to the rented place whether he and/or any of the persons at the rented place has received it, or/and fixed on the door of the rented places or/and fixed on any sign of the project.

Sixteenthly :-

The courts of the Palestinian National Authority will solve any problems caused by this contract.

Seventeenthly :-

To perform his commitments mentioned in this agreement, the lessee must have a sponsor to sign on this contract. This sponsor and the lessee are committed to achieve obligations during the contract especially the financial obligations.

Eighteenthly :-

This contract has been issued and signed after the lessee's announcement that he is completely and legally responsible for holding such an agreement and contract.

Issued on 31.05.2005

Witness/Sponsor

Second Party
(lessee)

First Party
(lessor)



(7) Lease Contract

Lease Contract

First- Main Terms

First: Specification- Fifth floor.

Second: Duration of lease- One renewable year, commencing on 01/08/2005, ending on 31/07/2006.

Third: The lease return- The tenant pays to the land lord an annual rent in the worth of US \$ (45,000) forty-five thousand American Dollars only, inclusive the services that the land lord provides to the building already stated in the appendix enclosed with this contract.

Fourth: The manner of payment for the lease return and services- In the first year, one installment is to be paid in advance on signing the contract. Then, the payment will be performed in the beginning of rent period once and for all.

Fifth: Condition of let- Excellent and appropriate for usage.

Sixth: The purpose of using let- Club for body fitness.

Seventh: The complements "facilities" of let- Enclosed is a list of them, considered an integral part of contract; and both are read together.

Second- Specific Terms

First

(A): In return for the tenant's commitment to pay the costs of services, the land lord will provide him with the following services:

1. The general maintenance to the building & let.
2. The services of cleaning paths, stairs and areas of general services.
3. The right to use elevators.
4. The costs of consuming electricity in elevators, paths and areas of general services.
5. Providing let with a main line for the appliances of air-conditioning & heating stipulating that the tenant should operate these units and bear the costs of consumption.

(B) The land lord is entitled to increase the percentage of services return from time to time according to the increase he bears in the costs, wages, taxes or price of water & electricity consumption; and the tenant acknowledges that he has signed the list of specific terms arranged by the land lord pertinent to the services offered by the land lord to the tenant, binding himself with that.

Second: The tenant, on the expiry of lease period, despite its cause, must deliver let and its complements "facilities" to the land lord in good condition without impairments or damages however tiny their worth might be with his commitment as well to deliver let in the condition it was on before its letting; and the delivery will not be considered having occurred unless on the date of tenant's obtainment of acknowledgement issued by the land lord of having let free of any damages or decays as well as discharging the tenant from all the financial dues including the taxes and consuming water & electricity;

and contrary to that, the impact of contract will be extended to the return of rent and decays.

Third: It is needless to say that the projects which the let forms a part of has a specific nature; therefore, the tenant complies with the following:

1. Using the let in the form and manner appropriate to that, the land lord will be entitled to ban any services against the let; with taking any procedure even it has affected negatively on the work of the tenant and the personnel dealing with him.
2. Occupying the let and using it in a practical real manner continuously without closing it or delaying any negative effects against realizing the aims of project as well as the other tenants and performers.

Fourth: The tenant is entitled to use internal decorations without affecting the fixed faces of the let; or the whole framework of the building; and this applies on any alterations even if they were for improvement because it is not allowed to do that without obtaining a written approval from the land lord. In case the tenant has done that without obtaining a written approval from the land lord, his deed will be considered as a violation for the terms of contract; and he has then to evacuate the let or terminate the lease contract without a need of any notification, judicial or former warning. Merely, violating this term stands instead of notification on condition that the land lord has the right to keep improvements or changes; and the tenant then is considered as contributor to their costs whatever they might be; and the land lord is entitled to remove them or return the lot to its former state on the charge of the tenant without a pervious warning.

Fifth: If the tenant has made any changes for the let or its complements or the facilities of the services willingly; even if they were outside the borders of the let, he is then obliged to return the condition to its former state before the events and during a period not exceeding three days with a need to exchange warnings because oral warnings from the land lord are enough or even a letter posted ordinarily or by hand.

Sixth: The tenant is not permitted to transfer and/or change the place of any complement; or the installments of telephone, electricity, water and drainage without a former permit on that from the land lord.

Seventh: With taking consideration to what was formerly mentioned in item one above, the tenant is obliged on his account to bear the following:

1. Installing an electric meter inside the let and bear the costs of consuming electricity & water.
2. Paying the taxes put on legally by law on the tenant including the tax of education & sewage.
3. Any further taxes imposed on the tenant by law in action.

Eighth: The land lord is entitled to do any changes on the sanitary, electrical, water installments; and the land lord is entitled as well to enter into the let any time he wants to perform these actions without opposition by the tenant on that.

Ninth: The tenant is not allowed to put and/ or fix signposts of any shape or measurement on the faces of the let; and he must do that according to the plan of the project only; and if he did that in contradiction to it, he should remove them on his own charge.

Tenth: The land lord is entitled to do any changes on the project and its complements; and therefore, the tenant is not entitled to object the land lord do them on the sides destined for that.

Eleventh: The tenant is not entitled to use the spaces, paths, entrances, walls or roof of the building for the matters of his actions or exposition in any form because his entitlement confines inside the let only; and opposite to that, the land lord will be entitled to remove any materials or goods found on the change of the tenant.

Twelfth: In case the tenant wished to evacuate the let and/ or terminate the contract, he must notify the land lord of that in writing before three days from that.

Thirteenth:

- a. The tenant is obliged to do his best to preserve general cleanliness of the let and its complements; and he should cooperate continuously with the land lord and those working for him in managing the project.
- b. The land lord is entitled to agree on the tenant's petitions to permit him enter trucks of goods for the sake of loading & emptying only on condition that he should consider the appropriates of time for that.

Fourteenth: The land lord is not responsible for all that occurs to the let or the tenant out of injuries resulting from their exposition to robbery simply because the tenant is to be responsible for the safety of his property himself.

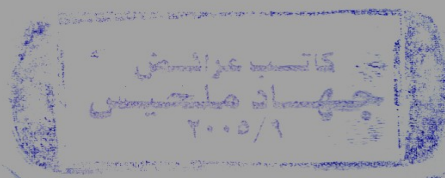
Fifteenth: The tenant has chosen the let as an address for him so as to be notified on.

Sixteenth: The courts of Palestinian National Authority specialize in dealing with any dispute that might arise out of interpretation or application for this contract.

Seventeenth: The tenant is obliged to offer a full attorney to sign on this contract.

Eighteenth: This contract was written and signed after the tenant has confessed that he is legal & lawful competence enabling him to perform this contract on this day, 31/05/2005.

Witness/ guarantor Second Party (tenant) First Party (land lord)



(8)Lease Contract

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الحائز على الجائزة العالمية في الجودة والأداء لعام 1996
الإختبار ضمن المحترفين على المستوى العالمي 1999/2000

(CITY CENTER BUSINESS COMPLEX)

First Party (Lessor) : MAGDY ISSA RIZQ AL-MASRI
Holder of ID No. (999621014)

Second Party (Lessee) : HAKAM MEKIDAD SULEIMAN
Holder of US Passport No. (710369448)
& NASSER MAHMOUD A. MANSOR
Holder of ID No. (412074064)

First: Leased Property Description
The fifth floor of City Center Business Complex, El-Manarah Roundabout, Ramallah, which is precisely known for both parties.

Second: Tenancy Term
One (1) year renewable.
Commencing from: 01/08/2005 and expiring on: 31/07/2006.

Third: Tenancy Fees
The Lessee shall pay an annual tenancy fees equal to US \$45,000 (Forty-Five US Dollars only), inclusive the services provided by the Lessor to the property, whose terms and conditions are provided in the annex enclosed herewith.

Fourth: Terms of Payment
In the first year, the fees shall be paid once in advance upon signing this contract, and afterwards payment shall be made one time at the beginning of each tenancy period.

Fifth: Property Condition
Excellent and useable.

Sixth: Purpose
Physical Fitness Club.

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and shall abide by returning the leased property to the condition it has been on before leasing it. However, the handover of the property shall not occur unless except from the date of having the Lessee obtained a confirmation from the Lessor on the receipt of the leased property free from any damages or defects, and the Lessee shall be discharged from all financial liabilities, including the taxes, water and electricity consumption; otherwise, such contract impact shall extend to cover the tenancy allowance and the defects.

Third:

It is commonly known that the project part of which is the leased property has its own nature, and hence the Lessee shall abide by the following:

1. Using the leased property in the method and the way complying with and as determined herein; otherwise, the Lessor shall be entitled to refrain from rendering any services to the property, plus take any action even if such shall negatively impact the Lessee's business and those dealing with.
2. Occupying the leased property and using it in actual, efficient and continuous way, and shall refrain from closing it or delaying its use commencement , in order to prevent the occurrence of any negative effects on the achievement of the project purpose, and the remaining lessees and occupants.

Fourth:

The Lessee shall be entitled to carry out the interior decorations without having such impacted the leased property fixed facades or which may affect the general appearance of the building; hence, such shall pass to the issue of making any changes even if such have been in the form of improvements, whereas these shall not be performed without obtaining Lessor's written consent. The Lessee's work like this without getting the written detailed consent on the work to be done from the Lessor, then such may be considered a violation to the contract terms and conditions and may require the vacation of the leased property or termination of the tenancy

د. محمد الكيلاني
مترجم معتمد من وزارة العدل
رقم الإختصاص: ٤٠٠٠
Dr. Mohamed Al-Kilani
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contract with no any need for giving any notice, ordinary or notarial notice, and that just the violation of this contract shall act like a notice, provided keeping the Lessee's right to maintain all improvements or changes, and in this way the Lessee shall be considered as donor of their value whatsoever these may reach, in addition to giving the Lessor the right of removing them or returning the leased property to the condition it has been before the lease, at the Lessee's expense, without any need for notice or prior notification.

Fifth:

If the Lessee may cause any damages in the leased property, its annexes, or services utilities intentionally, even if such are outside the borders of the leased property, then he shall be obliged to return it to its original condition and within a term not exceeding three days, without any need for exchange of notices, having sufficient addressing verbal ones from the Lessor to the Lessee, or subject to a letter to be sent via ordinary mail or by hand, without any need for receipt confirmation, provided that such shall not affect on the Lessor's right to carry out these repairs wherever these may exist at the expense of the Lessee.

Sixth:

The Lessee shall not transfer and/or change the place of any of the leased property's annexes, telephone extensions, water and electricity connections or the sanitary drainage, without having prior consent from the Lessor.

Seventh:

Taking into consideration what is mentioned in article (first) above, the Lessee shall and at his own cost bear the following expenses:

1. Installation of electricity meter inside the leased property, and bearing the costs of water and electricity consumption fees.
2. Payment of all taxes legally decided onto the Lessee, including the property and drainage taxes.

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3. Any other taxes which may be imposed onto the Lessee as per the laws in effect.

Eighth:

The Lessee shall have the right to make any amendments onto the sanitary and electric connections, the drainage and others. Therefore, the Lessor personally and/or any person authorized by him shall be entitled to enter the leased property at any reasonable time to carry out any of the said works or any other works such as the services or connections and also any breakdowns or defaults which may relate to the project or the neighbors, then these must be necessarily done or reached to from inside the property without any kind of objection from the side of the Lessee.

Ninth:

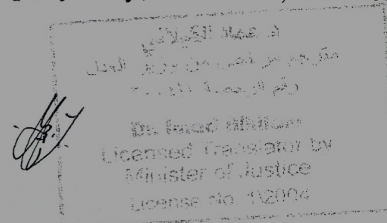
The Lessee shall not be entitled to put and/or fix signboards or other signs of any kind and size whatsoever on the facades of the building or the project walls, but may put them only on the places assigned and determined by the Lessor ; otherwise, the Lessor shall be entitled to remove them at the Lessee's expense even if these have damaged.

Tenth:

The Lessor may make any amendments in the project and its utilities, the yards and corridors in the way found appropriate and shall also have the right to make the amendments and changes onto the leased property façade. Therefore, the Lessee shall not be entitled to oppose the Lessor in each time found desirous in performing all mentioned or claiming for any breakdown or damage whatsoever, taking into considering not impacting negatively the other tenants.

Eleventh:

The Lessee shall not be entitled to use or utilize the yards, corridors, entrances, walls, or the roof of the building for the purposes of his works, or for exposition in any way whatsoever, while his right shall be restricted inside the boundaries of the leased property only; otherwise, the Lessor



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الإختبار ضمن المحترفين على المستوى العالمي ٢٠٠٠/١٩٩٩

shall be entitled to remove, dismantle and take out any items or goods wherever exists and at the Lessee's expense.

Twelfth:

In the event the Lessee is desirous of vacating the leased property and/or terminating and/or canceling the contract, he shall notify the Lessor in writing three months at least before such date.

Thirteenth:

- a. The Lessee shall be obliged to exert every effort to maintain the public cleaning inside the leased property and its annexes, in the project and its annexes, and shall not allow the Lessee do anything which may in turn affect the public order or the general morals, with the necessity to show every aspect of cooperation with the Lessor and those working with him in the management of the project.

- b. The Lessor shall agree on all Lessee's requests to allow the entrance of goods carriage cars for the purposes of loading and discharging only, while having the Lessee taken into consideration the times determined by the Lessor for the same, whereas such shall not affect the rest of the tenants or complex visitors.

Fourteenth:

Lessor shall not be responsible for anything that may be collected and/or affecting the leased property or the Lessee of any damages arising from its exposure to theft or what others may commit of law violations, and then the Lessee shall be liable for the protection and safety of his properties, funds and items inside the leased property.

Fifteenth:

Lessee has selected an address for him valid for notifications in all the times either during the validity of the contract or at the end of its expiration, and has in advance stopped his right in appeal regarding the truth of any notifications brought to the leased property whether delivered

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to him and/or any of those existing inside the leased property and/or glued it at the door of the property and/or any signboard of the project.

Sixteenth:

The courts of the Palestinian National Authority shall be competent in perusing any dispute whatsoever may arise from the interpretation or application of this contract.

Seventeenth:

The Lessee, in warranty of executing the obligations incurred thereof pursuant to this agreement, shall be obliged to render a financial guaranty to sign on this contract, and he shall be jointly and severally obliged with the Lessee regarding these undertakings during the contract term, and in particular the financial ones.

Eighteenth:

This contract is drawn and signed after having the Lessee declared that he has the full legal competence to sign and which enables him contract, on this day, corresponding to: 31/05/2005.

First Party (Lessor)

Second Party (Lessee)
(signature)

Witness/Sponsor
(signature)

د. محمد الكيلاني
مركز الترجمة القانونية
رقم الترخيص: ٢٠٠٥/١١١
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(9) A contract of Real Estate Selling

A contract of real-estate selling

First Party: ..., from Bethlehem, holder of ID card No. 949659353, via her attorney, Anton Abdullah Saleh Giacaman, from Bethlehem and its residents, holder of ID card No. 949423263, arranged with the Bethlehem Notary Public, No. 877/98, on 14/05/1998.

Second Party: ..., from Bethlehem and USA residents, holder of its nationality according to passport No. 214634141, on 27/08/2005; and his spouse/ Barbara Irene Saqqa, holder of USA passport No. 54602811, on 03/06/1996, via their attorney, advocate/ Mike Qanawati, from Bethlehem, according to a power of attorney, arranged with the Santa Clara, State of California, USA Notary Public, on 27/01/2006, endorsed by the Office of Palestine National Organization in Washington, on 31/01/2006 and the Palestinian official departments in proper.

Introduction:

The First Party, in her capacity of owing and dealing with the apartment lying on the western part (1), the western building lying in the first floor/ the northern western corner, of (170) square meters in area, known by flat No. (4) of the building raised on the lot of land registered with the Bethlehem Department of Land Registration, No. 4. Arabic, page 26, at the location of *Qanater Ed-Dheisheh* "Ed-Dheisheh Vaults" of Bethlehem lands, of type: *Waqf* "endowment", *Khaski Sultan*, carrying a temporary No. 131, according to a periodical power of attorney that is unlikely to be revoked, arranged with the Bethlehem Notary Public, under No. 877/98, on 14/05/1998, denoting that the portion owned by the First Party, A/M, has been a hundred and seventy shares out of (7500) ones originally.

And since the Second Party is willing to purchase the aforementioned apartment with its complements in the joint sections of the building; and according to the mentioned specifications in the periodical power of attorney, A/M, and according to its current status as well; and since this willing has been met with consent from the First Party, the accord has been established between the two parties that the First Party is to sell, to the Second Party, the apartment formerly specified within the following terms & bases:

1. The introduction, A/M, is considered as a part that is not separated from this contract; and they are to be read together.
2. The two parties have agreed that the First Party is to sell the apartment, A/M, to the Second Party, in return of US \$ (82000) eighty-two thousand American dollars.

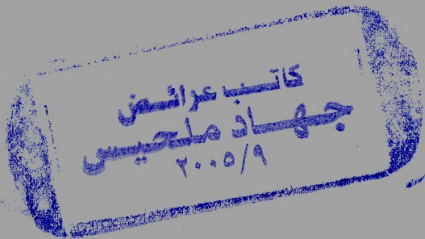
3. Since the original proprietors of the building where the apartment lies; i.e., Jamil Muhammad Mousa El-Mu'ti & Nafez Rida Saleh Dibis, who are the ones who've edited the periodical power of attorney, referred to in the introduction, A/M, issued by them both; and they're now conducting the interaction of partition for the apartments & floors of this building with the department of Lands in Bethlehem, it was agreed hence that the personnel, A/M, are to perform the registration and waiver of the apartment, the subject of this contract to the Second Party directly without registering it on the name of the First Party, who has committed herself to give the written consent to these two proprietors to carry out and execute this accord.
4. It is consented that the price agreed upon is to be paid and transferred to the account of the First Party in the bank that she designs on performing the interaction of registration and waiver of the apartment on the name of the Second Party.
5. It is consented as well that the fees of registration are on the charge of the Party; yet, pertaining to any fees, taxes or services accrued on this apartment prior to the date of registration & waiver, they will be returned on the First Party, solely.
6. The First Party commits herself to deliver the apartment to the Second Party or their representative on completing the interaction of registration & waiver on the name of the Second Party.

And whereof, the editing & signing of this contract have been made in offer & response by the two parties and their full satisfaction, in two copies, one copy is with each one.

Bethlehem on: / /

Attorney of First Party

Attorney of Second Party



(10) Contract of Selling a Real Estate

Contract of selling a real estateFirst Party :

_____ Bethlehem and holder of ID card n. (_____) being presented by her deputy Anton Abdallah Saleh Jagman from Bethlehem and holder of Id card no. (_____) according to power of attorney no. 877/98 dated 14.05.1998 and authenticated by the Notary Public in Bethlehem.

Second Party :

(a) victor _____ from Bethlehem, residing in the USA, of American Nationality and holder of passport no. _____ dated 27.08.2005 and
 (b) his wife Barbara Irene seqqa holder of American passport no. (_____) dated 03.06.1996. they are both presented by the advocate Mike Qanawati/Bethlehem according to a power of attorney authenticated by the Notary Public in Santa Clara / California/ the USA on 27.01.2006 and authenticated by PLO office in Washington on 31.01.2006 in addition to the authentication of the Palestinian formal authorities according to rules.

Introduction :-

Since the first party owns the apartment located in the western part (A) in the western building in the first floor the northern and western apartment, area of (170) square metres that is known as apartment no. (4) of the building instructed on a land piece which is registered at Bethlehem Lands Registration Department in register no. (4) Arabi, page 26 at the location of Qanater Al-Duhaisha of Bethlehem lands, kind of endowment Khaski Sultan which has the number according to an irrevocable power of attorney authenticated by Bethlehem Notary Public no. 877/98 dated 14.05.1998. the share owned by the first party is (170) out of (7500) shares.

And since the second party wants to buy the above mentioned apartment according to the mentioned specifications referred to in the above mentioned power of attorney, then the two parties agreed that the first

party will sell the apartment to the second party according to the following conditions:-

- 1- The above mentioned introduction is one of the parts of this contract.
 - 2- The two parties agreed that the first party will sell the above mentioned apartment to the second party in return for US\$ (82.000).
 - 3- Since the two owners of the building where the apartment is located who are Jamil Mohammad Mousa Al Moti and Nafez Reda Saleh Dibes who also have edited the power of attorney referred to in the introduction of this contract are at present performing partition of the apartments and floors of this building at Lands Registration Department in Bethlehem, the two parties agreed that the above mentioned two owners will perform registration and cession of the apartment to be registered for the second party directly without registering the first party is committed to present a written approval for the two owners to perform this agreement and contract.
 - 4- The agreed on price will be paid and transferred to the first party's account at any bank she wants when performing the registration and cession of the apartment for the second party.
 - 5- The registration fees will be paid by the _____ party. As for any fees, taxes or services to be paid before the registration and cession date will be paid by the first party.
 - 6- The first party is committed to give the apartment to the second party or anyone who represents the second party as soon as performing registration and cession for the second party.
- Thereupon, this contract has been edited and signed by the two parties on two copies, one copy for each party.

Bethlehem on / /
Deputy of the second party

Deputy of the first party


Majd Kurdi مجد الكردي
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By Minister of Justice من وزير العدل
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(11)Property Sale Contract

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PROPERTY SALE CONTRACT

First Party: **ROLA ANTOINE ABDULLA JUQMAN/**
Bethlehem, holder of Identity Card No. 949659353,
by way of her attorney Antoine Abdulla Saleh
Juqman,, from Bethlehem and resident there, holder
of Identity Card No. 949423263, vide a power of
attorney duly regulated by the Notary Public in
Bethlehem under No. 877/98, dated: 14/05/1998.

Second Party: **VICTOR JAMIL ANTOINE AL-SAQQA**
From Bethlehem and resident of United States of
America, holder of its nationality, pursuant to
passport No. 214634141, dated: 27/08/2005, and his
wife BARBARA IRINE SAQQA/ holder of USA
passport No. 154602811, dated: 03/06/1996. By his
attorney advocate Mike Canawati / Bethlehem,
pursuant to a power of attorney duly organized by the
Notary Public in Saint Clara / California State,
United States of America dated: 27/01/2006, and
duly authenticated by the PLO Office in Washington,
on: 31/01/2006 and from other official competent
authorities in Palestine accordingly.

Preamble:

Whereas the First Party owns and disposes of the flat located in the western part (A) of the west building located on the first floor/ north west corner with a total area of (170) square meters, known as flat No. (4) of the building erected on the plot registered with the Lands Registration Department in Bethlehem, register No. 4 Arabic, page 26, at location called QANATER DUHAISHA of Bethlehem lands, type: endowment "JASKY SULTAN", holder of a temporary No. 131, pursuant to an irrevocable periodic power of attorney duly organized and regulated by Notary Public in Bethlehem under No. 827/98 dated: 14/05/1998, whereas the share owned by the said first party, above, one hundred and seventy shares out of (7500) shares.

This is a legal translation duly attested by the Ministry of Justice & all courts-Palestine

هذه الترجمة قانونية معتمدة من قبل وزارة العدل والحكام-فلسطين

Ramallah, City Center 4th floor
Tel. 00970 2 296 4430, Fax 00970 2 2951205, Jawwal 059 261 265
PO Box 1241 e-mail: kelani@alkelani.com www.alkelani.com

رام الله، مركز سيتي سنتر التجاري، ط ٤
تلفون: ٠٠٩٧٠ ٢ ٢٩٦٤٤٣٠ فاكس ٠٠٩٧٠ ٢ ٢٩٥١٢٠٥ جوال ٠٥٩ ٢٦١ ٢٦٥
ص.ب. ١٢٤١ بريد الكتروني kelani@alkelani.com موقع الكتروني www.alkelani.com

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Whereas the Second Party is desirous of purchasing the said flat with all its appurtenants in the joint divisions in the building, and as per the said specifications as provided in the above-mentioned irrevocable periodic power of attorney as per its current status, and that such desire has found acceptance from the First Party.

Therefore, an agreement is concluded by the two parties subject to the following terms and conditions:


1. The above preamble shall be considered an integral part of this contract and shall be read with.
2. Both parties have agreed on having the First Party sold to the Second Party the above-mentioned flat against a price equal to Eighty-Two Thousand US Dollars.
3. Whereas the original owners of the building where the flat is located, who are JAMIL MOHAMMED MOOSA AL-MU'TY AND NAFEZ REDA SALEH DEBS, who are the parties who have drawn out the above-mentioned irrevocable periodic power of attorney and is issued by and from them, are currently performing the flats and floors separation of this building before the Lands Registration Department in Bethlehem, an agreement is made on having the two said persons perform the procedures regarding registration and assignment of the flat, the subject-matter herein, to the Second Party directly without registering it in the name of the First Party, and the said First Party has abided by giving express written consent for these two owners to perform and carry out the action and execution of this agreement.
4. It is also agreed upon that the price, mutually consented, shall be paid and transferred into the account of the First Party in the bank appointed, upon performing the transaction of registration and assignment of the flat in the name of the Second Party.

This is a legal translation duly attested by the Ministry of Justice & all courts-Palestine

هذه الترجمة قانونية معتمدة من قبل وزارة العدل والمحاكم-فلسطين

Ramallah, City Center 4th floor
Tel. 00970 2 296 4430, Fax 00970 2 2951205, Jawwal 059 261 265
PO Box 1241 e-mail: kilani@alkilani.com www.alkilani.com

رام الله، مركز سيتي سنتر التجاري، ط ٤
تلفون: ٠٠٩٧٠ ٢ ٢٩٦٤٤٣٠ فاكس ٠٠٩٧٠ ٢ ٢٩٥١٢٠٥ جوال ٠٥٩ ٢٦١ ٢٦٥
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<p>5. It is also agreed upon that the registration fees shall return on the party; however, as regards any fees, taxes or services incurred onto this flat, before the registration and assignment date, then these shall be borne by the First Party solely.</p> <p>6. The First Party shall abide by handing over the flat to the Second Party or whoever may represent him soon upon completing the registration and assignment transaction in the name of the Second Party.</p>		
<p>In witness whereof, this contract is made and signed with satisfaction and acceptance of the two parties, and is drawn out in two original copies, each one party shall take one copy to work accordingly.</p>		
<p>Bethlehem, on: / /</p>		
<p>Second Party Representative</p>	<p>First Party Representative</p>	
<p>.....</p>	<p>.....</p>	
<p>This is a legal translation duly attested by the Ministry of Justice & all courts - Palestine</p>		
<p>Ramallah, City Center 4th floor Tel. 00970 2 296 4430, Fax 00970 2 2951205, Jawwal 059 261 265 PO Box 1241 e-mail: kelani@alkelani.com www.alkelani.com</p> <p>هذه الترجمة قانونية معتمدة من قبل وزارة العدل والمحاكم - فلسطين رام الله، مركز سيتي سنتر التجاري، ط ٤ تلفون: ٢٢٩١٤٤٣٠ ٠٠٩٧٠ ٢٢٩٥١٢٠٥ فاكس ٠٠٩٧٠ ٢٦١ ٢٦٥ جوال ص.ب. ١٢٤١ بريد الكتروني kelani@alkelani.com موقع الكتروني www.alkelani.com</p>		

(12) Work Contract

In the Name of God, Most Gracious, Ever Merciful

The Islamic Charitable Society

Al-Bireh

P.O.Box: 3735

Tel.: 02-2401736

Fax: 02-2408036

Work Contract

First Party: .../ Al-Bireh, represented by Mr./...

Second Party: Mr./ ..., ID card No. (954596433).

Since First Party is need of a qualified personnel to work in the post of **Administrative Secretary**; and since the Second Party is willing to practice this post; and the Second Party has expressed his full preparation to occupy this post, it was agreed between the two parties on the following terms:

1. The First Party has agreed to appoint the Second Party starting from the date of his appointment, on 01/03/2004.
2. The duration of this contract is one full year, starting from the date of his appointment.
3. The Second Party submits to a training period of three months' time starting from the date of his appointment; and the First Party has the right to terminate his work during this period or at the end of it; and the Second Party has no right whatever to demand any rights.
4. The Second Party will earn a monthly salary in the worth of US \$ (500) Five Hundred American Dollars only likely to be increased as well as the annual increments.
5. The daily work time will be determined by an announcement from the Society administration according to the work circumstances & its nature.
6. Friday will be the weekend.
7. The Second Party is entitled to have a paid yearly vacation which is not to be practiced until the passage of six months from the date of work commencement.
8. The Second Party surrenders to the indications issued by the First Party; and the First Party is entitled to alter the position of Second Party's work in the manner that appropriates to the benefit of work at the Society on condition that the work transferred to might be in the same original specialization of the employee.
9. The Second Party binds himself that his conduct will be applicable to the good morals; and he is not to perform deeds likely to expose the Society or its fame to any danger, material, meaningful or any demeanor contradicting traditions & laws.
10. The Second Party commits himself to hold safe work relations with his superiors, inferiors or colleagues based on mutual reverence, understanding and cooperation.
11. The Second Party obliges himself to spend the period of his attendance in carrying out his duties on the errands given to him;

- and he is not to depart without a permit from his direct superior; or for the sake of performing an external job he is charged with.
12. The Second Party binds himself that he is not to absent himself from work unless in case of falling ill, or a forcing circumstance stipulating that he is to inform about his absence as soon as possible.
 13. Each employee submitting his resignation, before the elapse of three years from his contraction with the Society, is not entitled to claim any compensations; and if the First Party has ended the work of the Second Party, the First Party is obliged to pay the salary of one month per each year the Second Party has spent inside the firm.
 14. If the employee has submitted his resignation after the passage of three years on his work, he will be entitled of a month's salary per each year he has spent working at the Society.
 15. The First party is not entitled to terminate the work of the Second Party unless after notifying him of that in writing within a period not less than a month from the date of terminating the contract; and in case the employee has left his work without commitment with this, the administrative corporation is entitled not to pay him the dues of leaving service whatever the period the employee has spent in the Society.
 16. The employee is not to be awarded any service certificate unless after quitting of work; as well as the consent of the administration board on his resignation.
 17. The contract is to be renewed automatically, unless one of the parties has notified the counterpart in writing about his unwillingness of renewing the contract before one month at least from terminating the date of the contract.
 18. The Second Party suffers the costs of losses & material, meaningful damages incurred to the First Party; and the First Party is entitled to prosecute the Second Party so as to collect them.
 19. Contrary to what is being dictated in this contract and its items will be governed by the law of labor worked with at the law-courts, formal departments & local institutions.

Written on: 01/03/2004

First Party

Second Party

Name: Ya'qoub Ahmed Ali Hamdeh; Name: Ahmed Na'im Muhammad Sabih

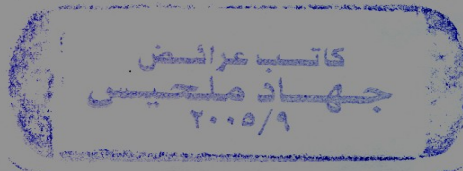
Position: Head of Islamic Charitable Society/ Al-Bireh; Position: Admin.

Secretary

Signature: (>>>>)

Signature: (>>>>)

- Copy to general file.
- Copy to specific file.



(13) Work Contract

Work Contract

First Party : _____ represented by its chief Mr. _____

Second Party : Mr. _____ holder of ID card No. _____

Since the first party needs a qualified person to work as an administrative secretary and since the second party is completely ready to fulfill this position, the two parties agreed according to the following conditions:-

1. The first party agreed to employ the second party starting from 01.03.2004.
2. The period of this contract is one year starting from the employment date.
3. The second party will work for an experimental period which will last for three months starting from the employment date. The first party can end the work period of the second party during the experimental period or at its end. The second party can't ask for any rights.
4. The second party will get a salary of US\$ 500 each month. This salary can be increased and the second party can get annual bonuses.
5. The daily time of attendance will be determined by the society's administration according to the nature and circumstances of the work.
6. Friday is a holiday.
7. The second party can have a paid annual leave for one month after six months of the employment date.
8. The second party will perform the instructions of the first party. The first party can change the work position of the second party according to the work benefits provided that the other work will be in the same field and major of the employee.
9. The second party guarantees to have a good conduct which doesn't hurt the society's reputation or rules.
10. The second party is committed to have good work relationships with his chiefs, subordinates and colleagues which will be based on mutual respect, understanding and cooperation.
11. The second party is committed to perform his duties during the attendance period. He can't leave unless he gets a permission from his direct chief or he can leave to perform an external work.
12. The second party is committed to avoid absence unless he has illness or an urgent condition provided that he notifies his absence as soon as possible.

13. Any employee who resigns before the end of a three years period of his contract with the society doesn't have the right to ask for any compensations. If the first party ends the work of the second party, the first party is then committed to pay a salary of a month for each year of work at the society.
14. If the employee resigns after three years of work, he deserves a salary of a month for each year of work at the society.
15. The first party doesn't have the right to end the second party's work till he notifies him in writing within a period not less than a month starting from the contract date without any reasons. The second party can't leave the work till he notifies the first party within a period not less than a month of the end of the contract. If the employee leaves his work without being committed to the previous conditions, then he administrative board have the right not to give him his remuneration no matter how long he stays at the society.
16. The employee is not awarded a work certificate till he leaves the work and gets an approval from the board of administration to resign.
17. The contract is renewed spontaneously unless one of the parties notifies the other in writing that he is unwilling to renew the contract at least a month before the end of the contract.
18. The second party will pay the value of losses and damages caused by him to the first party. The first party has the right to sue the second party to get the value of losses and damages.
19. The rules of the valid work laws at courts, informal departments and local institutions are applied to any term or condition not mentioned in this contract

Date :

First Party

Name:

Position : Chief of the Islamic charitable Society – Al-Bireh
signature :

Second party

Position : Administrative secretary

- A copy for the general file.
- A copy for the private file.



(14) Work Contract

ISLAMIC CHARITABLE SOCIETY**Al-Bireh**

P.O. Box: 3735
Tel: 02-2401736
Fax: 02-2408036

Work contract

First party (employer): Islamic Charitable Society in Al Bireh
represented by its chairman Mr. Yacoub Ahmad
Ali Hamdeh.

Second party (employee): Mr. Ahmad Naim Mohammad Sbaih
holder of ID No. (95496433).

As the first party indicate the need for qualified person to work as Administrator Secretary, and as the second party is interested in this job, and the first party is quite ready to fill this vacancy. The tow parties have reached an agreement according to the following terms:

1. The first party agreed to hire the second party starting at 01/03/2004m.
2. The contract duration is one year from the starting date.
3. The second party will go through probation period for three months from the starting date, and so the first party has the right to conclude his work through this period or at the end of it, therefore the second party has no right to demand any compensation.
4. The second party will receive a monthly salary of \$500 US (five hundred dollars only) subject to raise and yearly premiums.
5. Work hours will be determined by the **Islamic Charitable Society** upon the works' conditions and nature.
6. Friday is the official holyday.
7. The second party is entitled to one month paid vacation a year, and he will be able to enjoy it after passing 6 months period from the starting date.
8. the second party will abide the instructions issued by the first party, and also for the first party the right to relocate the second party to suit the Society interest, as long as the employee work within his specialty in the new location.
9. The second party will make a promise to act in good behavior and not commit any action that may subject the Society to any economic or mental harm or violation of tradition and laws.
10. The second party will commit to establish good relationship with his directors and colleagues build on mutual respect, understanding and cooperation.

- 11.The second party will commit to spend his work hours at performing his duties and tasks being assigned to, and he is prohibited to leave the premises, or to conduct any assigned work outside of the Association without permission from his director.
- 12.The second party can't be absent unless there is an emergency or difficult situation or being sick, and he is to report it immediately.
- 13.every employee wish to resign before completing the work contract period , he therefore will not be entitled to demand any compensations, but if the first party fire the second party ,therefore the first party must pay one month salary for every year the second party work in the association.
- 14.If the second party resigns after completing his work term of three years, then he is entitled to one month salary for every year he worked in the association.
- 15.The first party has no right to dismiss the second party without written notification in a period of not less than one month from the starting date without any explanations, and the second party also has no right to leave work without notifying the first party one month before the ending date of the contract. If the employee leaves work without notice, then he won't be entitled to any compensation from the association despite the period of time he worked.
- 16.The employee will not be given any certificate unless after leaving work and attest his resignation by the administration.
- 17.the contract will be renewed automatically, unless if one party notify the other party in writing about not wanting to renew the contract at least one month before the contract expiration date.
- 18.the second party will be responsible for any economic or mental losses and damages cause to the first party, and the second party entitled to peruse lawsuits against the first party to get what rightful theirs.
- 19.In contrast of what the text of this contract said its articles subject to labor code used in courts, official departments and local associations.

Issued: 01/03/2004M

First party

Name: Jacob Ahmad

Ali Hamdeh

Title: chairman of Islamic
Charitable Society \ Albeireh

Signature: (signed)

second party

Name: Ahmad Naim

Mohammad Sbaih

Title: administrator secretary

signature: (signed)

official seal

(15) Power of Attorney

Procter & Gamble
Procter & Gamble International Operations SA
4, route de Saint-Georges, 1213 Petit-Lancy 1, Switzerland


POWER OF ATTORNEY


We Procter & Gamble International Operations SA with its registered place of business at 47 route de Saint Georges, 1213 Petit Lancy, Switzerland represented by ~~Muriel MANRIQUE~~ and ~~Radi NABULCI~~ hereby make, constitute and appoint Advocate ~~Haytham Lutfi Al Zubi~~ holding Palestinian ID No. (979106168) to act as our advocate and legal representative in any litigation proceedings in the Palestinian Territories and to fully represent us before all kinds and degrees of Palestinian courts and tribunals including magistrate courts, the court of First Instance, Court of Appeal and court of Cassation as well as any other judicial references or official bodies such as executive department. This is with regard to any claims, lawsuits or any other legal action or proceedings that may be brought against our company in the Palestinian territories and with regard to any claims, lawsuits, or other legal action or proceedings that may be brought or initiated by our company in the Palestinian Territories.

Accordingly, advocate ~~Haytham Al Zubi~~ enjoys all the related legal authorities to represent us in any judicial forum and he is authorized with all the powers in defending our company including –but not limited to- submitting all kinds of documentations and naming, examining, contesting, and discharging experts or their reports as well as -presenting and contesting written or oral evidence, presenting and submitting all kinds of petitions, motions, objections or pleas or any other legal or judicial action or procedure including filing counter-claims before any competent judicial bodies.

Furthermore, Advocate ~~Haytham Al Zubi~~ is empowered to authorize other lawyer/s (in part or in full) with his indicated authorities that stem out of this Power Of Attorney.

April 24, 2006


~~Radi NABULCI~~
 Attorney in Fact


~~Muriel MANRIQUE~~
 Attorney in Fact

جامعة النجاح الوطنية
كلية الدراسات العليا

المقامية في الترجمة القانونية: ترجمة العقود بين الإنجليزية والعربية

إعداد

مرام توفيق عوض الفاخوري

إشراف

الدكتور عبد الكريم دراغمة

قدمت هذه الأطروحة استكمالاً لمتطلبات درجة الماجستير في اللغويات التطبيقية و الترجمة
بكلية الدراسات العليا في جامعة النجاح الوطنية في نابلس، فلسطين.

2008م

ب

المقامية في الترجمة القانونية : ترجمة العقود بين الانجليزية و العربية

إعداد

مرام توفيق عوض الفاخوري

إشراف

الدكتور عبد الكريم دراغمة

الملخص

نتيجة للأهمية المنوطة بحرفية النص القانوني فان معظم دراسات الترجمة القانونية كانت مكرسه للمسائل المصطلحية في حين تم إهمال الاعتبارات النصية و المقامية. تهدف هذه الدراسة إلى تبيان أهمية هذه الاعتبارات لدى تحديد استراتيجيات الترجمة أثناء بترجمة النصوص القانونية .كانت البيانات على شكل ثلاثة عقود مكتوبة باللغة العربية.و هي عقد بيع عقار ,عقد إيجار وعقد العمل .تم ترجمة كل نص من قبل ثلاثة مترجمين قانونيين معتمدين من اللغة الانكليزية إلى اللغة العربية للحصول على تسعة تراجم مختلفة. تم تحليل تلك التراجم وتقييمها بناء على دراسة ومقارنة كيفية تناول كل مترجم أكثر النقاط إثارة للجدل في الترجمة القانونية في النصوص التسعة .أما بالنسبة للترجمة من اللغة الانكليزية إلى اللغة العربية فقد تم تكليف مجموعة من طلاب الدراسات العليا في تخصص اللغويات التطبيقية الترجمة في جامعة النجاح الوطنية بترجمة" توكيل رسمي ".كما و تم تكليف مترجم محترف بترجمة النص ذاته . طلب من كلا الفريقين ترجمة النص في سياقين مختلفين لتأدية وظيفة جديدة تحيد من خلالها صفاته الملزمة قانونيا .تم تحليل التراجم النسخ المترجمة و مدى نجاح المترجمين في إنتاج نص قادر على أداء وظائف جديدة في اللغة المستهدفة، تارة كجزء من رواية تشويق قانونية و تارة أخرى كإعلان في صحيفة محلية .وقد أظهرت الدراسة أن ترجمة العقود القانونية بين والانجليزية والعربية من منظور مقامي ووظيفي ممكن بحيث يتمشى مع فرضية بأن الترجمة القانونية هي عبارة عن عملية تواصل .

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