

Lexical Issues in English-Arabic Legal Translation

¹Mohsine MAHRAJ, ²Youcef HDOUCH

¹(English Department, School of Arts/ Ibn Tofail University, Morocco)

²(English Department, School of Arts/ Ibn Tofail University, Morocco)

ABSTRACT:

This paper examines legal translation in terms of its sources of difficulty. It addresses the issue of the technicality of legal language which poses serious problems to the legal translator through looking at its nature and lexical features. The scope of this study encompasses two bilingual settings; English and Arabic. English in this respect is the point of reference to Arabic. What is more, English will roughly represent the Common Law systems like that of Britain and USA. Arabic will stand for the Islamic Law system applied in the Arab world and specifically in Morocco. This study will be limited to English as a source language in approaching legal translation difficulties. Therefore, focus will not be on the sources of difficulty in Arabic as such, but they will be discussed only with reference to English. It is hoped that this contribution will be of invaluable help for translators as well as translation teachers and students interested in English-Arabic legal translation.

KEYWORDS: Legal English, legal language, legal translation, lexicon

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I. INTRODUCTION

Globalization and the rapid flow of communication between peoples and countries throughout the world have immensely speeded up the process of translation. To translate has become a must, not only because of people's need to understand the language, culture, society and the legal norms of their foreign partners, but also due to the worldwide trend, today, of bringing together in binding international agreements laws and red tape procedures. This should serve to deter any country willing to set its own systems of law from operating single-handedly. Translation becomes a profession besides being an art. Higher schools and specialized institutions with training programs were established to teach students techniques and theories of this craft. So, in translation studies, the typology is interpreted in terms of general and technical translational activities. The former depends roughly on the competencies and personal skills of the translator. The latter, however, demands besides the translator's creativity, a thorough knowledge of the technical tools and terminologies which the specialized translator must master. Legal translation (LT, henceforth), in this regard, epitomizes the technical dimension whereby both the nature of law and the legal language of the source text (ST) and target text (TT) represent a real challenge to the legal translator. LT is then used as a cover term for both the translation of law and other communications in the legal setting. More importantly, as it is rightly stated by Coa (2007) [1], "it is a fact that translating law between any languages is not a straightforward affair [...] legal translation is complex, and it requires special skills, knowledge and experience on the part of the translator to produce such translation" (p.03). The difficulty and complexity of LT is, in fact, due to the differences in legal systems and laws, the nature of legal discourse and its terminology, and the cultural differences which make the task of the translator harder and harder. In this regard, the present paper probes into some of the linguistic issues of LT. First, special attention is given to the nature of legal language as a source of difficulty. Second, the paper explores the most common lexical aspects with special reference to Arabic.

II. CHARACTERISTICS OF LEGAL LANGUAGE

Translating legal texts is a difficult and arduous exercise due to the nature of language used therein. It is roughly acknowledged that legal language (LL) is a specialized, normative and performative language which incorporates both a technical and an undetermined linguistic system within the legal setting (Cao, 2007, p.142) [1]. LL is roughly located under the umbrella of languages for specific purposes (LSP). Accordingly, it is the language for legal purposes. It is used by lawyers, law makers and other legal professionals in the course of their work. It is also identified with legal writing or the drafting of written documents such as contracts, court pleadings or laws. In this vein, Legal English has traditionally been the preserve of lawyers from English-speaking countries (especially the U.S., the UK, Canada, Australia, New Zealand, and South Africa) which have shared Common Law traditions.

LL problematizes a source of difficulty in legal translation because of four interrelated features pertaining to its nature. The first of which is its technicality whereby both LT and LL epitomize two technical settings which demand a great understanding of the legal system involved. LL is a LLP which deals with all types of legal texts. However, debates about the existence of a 'so-called' LL or a technical language have given rise to two different stands. The first contends that there is no LL, and, even if it exists, it is part of the ordinary language, while the second holds that LL is a technical language. With regard to the first view, LL is no more than a specialized form of the ordinary language. It is a use of the ordinary language for particular purposes, and in this case, legal purpose (Coa, 2007, p.15) [1]. The second viewpoint, however, holds that LL is to be identified as a technical language, and thus the designation of LL as technical language is totally valid and acceptable. In fact, different arguments were provided to explain the technical nature of LL. Caton (1963, p. viii) [2] states that LL is identified as a technical language providing that it is always an adjunct to ordinary language. He [2] adds that both LL and the ordinary one share the same syntax and the same speech acts, though each one has its own separate lexicon. Equally important, Schauer (1987, p. 571) [3] furthers that LL is a technical language whereby the terms used in ordinary setting is being contextualized to fit the legal sphere and thus lose its ordinary dimension therein. In contrast to these two arguments, Hart (1954) [4] argues that LL is totally different from ordinary language in the sense that LL is "*sui generis*", a category of its own. LL, Hart [4] explains, takes for granted the existence of a legal system which incorporates rules of law as the norm and basis of LL. Legal terms, in this respect, are meaningful only in the existence of a legal system with its rules of law. Furthermore, Jackson (1985, p. 47) [5] maintains that the difference which holds between LL and ordinary language resides in the lexicon and structure of both jargons: "[LL] having a lexicon constituted in a manner different from that of the ordinary language, and involving terms related to each other in ways different from those of the ordinary language, must be autonomous of the ordinary language". LL, according to Jackson [5], is marked by unintelligibility and incomprehension not only to the layperson but also to those who have an advanced knowledge of natural languages. This problem is explained by a "lack of knowledge of the system, rather than lack of knowledge of individual lexical items" to quote Jackson (1985, p. 48) [5]. So, understanding the legal system from which legal terms have emanated is of paramount importance to the legal translator.

The second aspect which makes LL a source of difficulty in translation is the normative or prescriptive nature of it. Legal scholars and philosophers argue that LL is a normative language. According to Jori (1994) [6], it is concerned with norm creation (e.g. legislation), norm production (e.g. court pleadings and decisions), and norm expression (e.g. official sermons). This normative nature of LL is explained by the fact that people do respect the regulations of law which are prescribed to them in terms of directives. The latter governs their behavior in society and shoulder them the responsibility of transgressing others' right of life, freedom, equality and the like. This makes of law a respected and esteemed system people seek to hold and abide by. Jenkins (1980, p. 103) [7] rightly states that the normative nature of LL, and Law by and large, is incorporated in the ideals and principles that people cherish, the purposes and aspirations they pursue, and the notions they hold. He adds that law is created as a set of prescriptions having the form of imperatives, defining and enforcing the arrangements, relationships, procedures and patterns of behavior which are to be followed in a society (Jenkins, 1980, p. 98) [7]. Therefore, the function of LL is not limited to describe or inform, but to direct, prescribe and adjust the conduct of people in a society. In this respect, Maley (1994) [8] agrees that:

In all societies, law is formulated, interpreted and enforced [. . .] and the greater part of these different legal processes is realized primarily through language. Language is the medium, process and product in the various arenas of the law where legal texts, spoken or written, are generated in the service of regulating social behavior. (p.11)

In addition, all legal documents (legislations, contracts, agreements, etc.) have one common purpose which is to direct, govern and regulate people's social practice through the medium of language. Accordingly, Olivecrona (1971) [9] affirms that:

The purpose of all legal enactments, judicial pronouncements, contracts, and other legal acts is to influence men's behavior and direct them in certain ways, thus, the legal language must be viewed primarily as a means to this end. (p.177)

In brief, LL has a normative function that aims at giving directives and establishing rules so as to maintain order amongst peoples and keep peace in their community. This makes of LL a language of legal norms par excellence.

The performative nature of LL is the third aspect which is closely related to the normative nature. According to the speech act theory developed by Austin's (1962) [10] and Searle's (1969) [11], uttering words does not only mean that we say things, but also we do things. So, our speech involves actions which are commonly known as "performatives". Accordingly, LL is highly demonstrative of this theory. Jori (1994, p. 2092) [6] explains that by merely uttering words, people accept public and private legal responsibilities, assume legal roles and qualities, transfer legal rights and impose or discharge obligations. More importantly, Coa (2007, p. 15) [1] states that the performative nature of language is indispensable to law in achieving its purpose of

regulating human behavior and society and setting out obligation, prohibition and permission. Nonetheless, the performative function of LL could be otherwise exploited by totalitarian regimes to serve their own interests by suing and condemning minority detainees or prisoners of conscience. In this regard, LL operates as a manipulative device and powerful weapon to spread chaos and threaten the lives and freedom of innocents and civilians.

The vagueness and ambiguity of language is also demonstrative in LL. Coa (2007, p. 19) [1] lists many English legal expressions such as “fair and reasonable”, “due process of law”, “due diligence”, “reasonable endeavors” as being vague and elusive. However, such ambiguous expressions may cause instances of disputes and thus lead to disagreement, bearing in mind that the function of Law is to solve such disputes. So, one of the priorities of legal systems, according to Schauer (1993, p. xi) [12], is to resolve disputes that are sometimes created by the indeterminacies of language. Furthermore, linguistic indeterminacy or uncertainty may undertake two dimensions. The first of which is within the same language, which is roughly known as intralingual indeterminacy. The second occurs when translating from one language to another. This is usually referred to as interlingual indeterminacy. The second type may occur in translating legal texts and thus lead to disagreement and misunderstanding.

To conclude, in translating legal texts, the translator should have in-depth knowledge of LL. The latter represents a real source of difficulty in LT due to its multifaceted nature. It is very specific and ambiguous, and it carries normative and performative functions.

III. LEXICAL ISSUES IN LEGAL TRANSLATION

The nature of law and culture contribute in developing various linguistic features in LL. These features embody some of the major problems in LT which are usually of lexical nature. This part of the paper focuses on how lexical characteristics problematize a source of difficulty for the legal translator.

Legal languages are universally characterized by a unique and complex legal lexicon. However, each LL has its own distinctive vocabulary due to the legal system which it represents. Coa (2007, p. 20) [1] contends that the legal vocabulary in each language is often extensive. It results from and reflects the law of the particular legal system concerned. For example, Legal English terminology is different from the legal Arabic one as the former is demonstrative of the Common Law system while the latter is representative of the Islamic Law tradition. What is more, the English legal lexicon is full of archaic words, formal and ritualistic usage, word strings, common words with uncommon meanings and words of over-precision, among others (Danet, 1980 [13]; Mellinkoff, 1963 [14]; Tiersma, 1999 [15]). Following are some of the most common lexical difficulties which a legal translator may encounter.

3.1. Archaism

Language of the law is usually referred to as obsolete and archaic. In his work entitled *Legal writing and Drafting*, Rylance (1994, p.46) [16] criticizes the archaic nature of LL as follows:

Lawyers often use archaic phrases quite needlessly. This is largely a result of the traditional training system and the unquestioning habit of lawyers. [...] when used in drafting, these expressions create a false impression of precision when in reality they conceal lazy thinking.

In fact, archaic vocabulary is abundant in legal texts which are addressed to the public. It is important, foremost, to define the notion itself of “archaism” which is very complex than it appears to be. Cornu (2000, p. 27) [17] states that “in defining “archaism”, oldness is necessary but not a sufficient qualifier; everything that is archaic is likely to be old, but all that is old is not likely to be archaic”. Linguistically speaking, archaism can be defined as the deliberate use of an older form that has fallen out of current use (McArthur & McArthur, 2005) [18]. Tiersma (1999, p. 95) [15] states that “legal language often strives toward great formality; it naturally gravitates towards archaic language”. So, according to Tiersma [15], archaism makes LL formal *vis-à-vis* other jargons. This explains why lawyers heavily use old and archaic terms instead of new ones. To just mention a few, Alcaraz and Brian (2002, p. 08) [19] suggest the following:

- “*Imbibe*” instead of (drink)
- “*Inquire*” instead of (ask)
- “*Peruse*” instead of (read)
- “*Forthwith*” instead of (at once)

More importantly, the ending of verbs in the third singular of simple present is demonstrative of the inflectional morpheme “*eth*” instead of “*es*”. For instance:

- This contract *witnesseth* that ...

In fact, Legal English lexicon is full of archaic words dating back to the Middle Ages. These old English expressions (such as *hereto*, *hereof*, *herewith*, and so on) embody the legal jargon whereby Lawyers and Legal professionals handle their cases in their course of work. These kinds of expressions do not have a full corresponding equivalent in Arabic language. This causes problems of difficulty when translating from English

into Arabic. The translator in this case should understand the conceptual dimension of these expressions and avoid translating them literally. He may resort to specialized dictionaries to compensate for this lacuna. So, the mission of the translator is to look for a close and high level of equivalence between the ST and TT. Alcaraz and Brian (2002, p. 09) [19] contend that these archaic words are usually adverbs, they are a mixture of deictic elements: 'here' 'there' and 'where' with some prepositions like: of, after, by, under etc. Examples of such adverbs along with Arabic translation can be set as follows:

- I enclose herewith • أرفق طيه
- In the presence of the two witnesses hereinafter • في حضور الشاهدين التالية أسماءهم
- Hereinafter referred to as wife. • المشار إليه فيما بعد في هذا العقد باسم الزوجة.
- The parties hereto agree as follow. • تم اتفاق الطرفين بموجب هذا العقد على ما يلي
- The total rent for the term hereof is the sum of • إجمالي السومة الكرائية عن هذه المدة تقدر بمبلغ

It is worth noting that the translator may omit some archaic words without distorting the overall meaning of the ST. For example: the word 'hereby' can be omitted in:

- I hereby declare • أعلن

More importantly, the absence of such archaic words in Arabic language allows the English translator, in this case, to use them in their translation to give the TT a legal effect. The following example, taken from a marriage certificate, demonstrates this fact:

- I... hereby authorize the following marriage certificate. • بحضوري أنا ... صدر عقد الزواج التالي...

To conclude, it is worth noting that legal English makes use of archaic words more than Arabic does. Therefore, legal translators should pay greater attention to archaism when translating legal texts either from or to English.

3.2. Latinism

Latinism in English legal discourse involves any word or expression that is borrowed from Latin. It occupies a large area of the legal terminology in the English legalese. Garner (1995)[20] states that Latinisms are classified into two major categories:

Legal readers often encounter Latin in modern texts _some of it necessary and some of it not. In legal writing we must distinguish between terms of art [e.g. *Prima facie*], for which there are no ordinary English equivalents, and those terms that are merely vestigial Latinisms with simple English substitutes [e.g. *Sub silentio*]. (p. 501)

Concerning the occurrence of Latin in legal language, it is interesting to note the distinction made by Garner (2001) [21] about the different types of legal Latin: “ (1) Good Latin, allowed by the grammarians and lawyers; (2) false or incongruous Latin (...); (3) words of art, known only to the sages of the law, and not to grammarians, called “Lawyers’ Latin” (p. 883). Here are some Latin phrases and words in common use cited in Garner (2001) [21] along with their Arabic translation:

- **Bona fide** (good faith or in good faith): بحسن نية
- **Res judicata** (an issue adjudicated): حجية الأمر المقضي به
- **Res nova** (a new thing; an undecided question of law): قضية لم يسبق البث فيها
- **Actus reus** (guilty act): العنصر المادي
- **Alibi** (elsewhere): دفع بالغيبة

It is important to note that besides Latinism, legal French terms do apparently enrich legal English. This is of course due to the Norman Conquest in 1066. According to Crystal and Davy (2016, p. 208) [22], the language of the invaders gained an undeniable position in the legal sphere of England, bringing with it a wealth of legal French terminology. Examples of French terms in English legalese, to mention just a few include: Contract, proposal, schedule, terms, conditions, policy, alias, quash (Bouharaoui, 2008) [23].

3.3. Technicality

Technicality is another lexical aspect of legal language. According to Tiersma (1999, p. 108) [15], “if a word or a phrase is used exclusively by a particular trade or profession or if that profession uses it in a way that differs from its normal meaning and the term has a relatively well-defined sense, it should be considered a technical term”. Technicality addresses those legal terms which are fixed in meaning and do not necessarily have a shared semantic load like that of ordinary and non-legal vocabulary. In this respect, Alcaraz and Brian (2002, p. 17) [19] suggest a classification of technical vocabulary into two types. The first of which refers to purely technical terms. These terms are exclusively applicable to the legal setting. Bouharaoui (2008) [23] cites examples of this category as follows:

- Decree (n): حكم/مرسوم
- Mortgage (n) رهن
- Sub-letting من الباطن كراء
- Deem (v) يعتبر أو يعد
- Premises عقار
- Tenant المكنزي
- Lease (n) إيجار/ كراء
- Hereinafter فيما بعد
- Landlord المالك/ المكري

The second, however, addresses semi-technical terms. These terms share both the ordinary lexicon meaning and the legal dimension as well. They are often polysemous words, difficult to recognize without understanding the context in which they occur. For example the word “Assignment” has two distinctive meanings. The first, linked to a general meaning, indicates ‘a duty that somebody is assigned to perform’. The second, however, is legally loaded which means ‘a transfer of property by deed of conveyance’. So, the Arabic translation of this word will not stop at the general meaning of the word (مهمة، واجب)، but it goes beyond that to mean (نقل الملكية). Other examples with their Arabic legal transcoding may include the following:

- Maintenance (نفقة)
- Consideration (تعويض)
- Title (حق التملك أو سند الملكية)

In fact, purely technical terms are monosemic words that do not pose a big challenge for the translator since they have one legal meaning, whereby the translator can consult bilingual legal dictionaries. What is more, the understanding of these terms can help the translator to easily handle any legal texts in which they may occur. In contrast, semi technical terms are polysemous words with different interpretations. These kinds of words are interpreted according to the context in which they occur. Once again, the translator is advised to heavily draw on specialized dictionaries whenever there is a semantic ambiguity in the context under study.

3.4. Redundancy and Repetition

LL is concerned with accuracy and clarity of reference. Accordingly, the use of repetitious words and/or functional redundancy is apparently omnipresent in English legal lexicon. According to Sabra (1995, p. 29) [24], in legal writing, drafters avoid the use of anaphoric devices such as personal or demonstrative pronouns. Also, the verb “to do” is avoided for it can substitute a whole clause. Here is an example along with its Arabic translation cited in Sabra (1995, p. 29) [24]:

- The Lessee shall pay to the Lessor at the office of the Lessor.

• يدفع المستأجر إلى المؤجر في مكتب المؤجر.

In the above example, if we substitute the underlined phrase (the office of the Lessor) with the possessive pronoun phrase (his office), there will be a confusion and an ambiguity to whether the intended office is the one of the Lessee or that of the Lessor. So this kind of repetition or redundancy facilitates the task of the translator to grasp the exact meaning of the legal drafter. Therefore, the translator of legal texts should maintain the same redundancy of the ST because it is a functional redundancy used to avoid problems of ambiguity and meaninglessness.

3.5. Synonyms

There are many legal terms which have several synonyms that may look alike, but differ widely in legal terminology. This issue can generate a difficulty in LT. In English, for example, the term “Law” may be synonymous with words such as: statute, legislation, act, enactment, regulation, ordinance, rule, decree, etc. Similarly, there are several terms in Arabic for the word “Law”; (القانون، التشريع، الحكم، المرسوم، الظهير، الدستور ...). Examples from different English legal settings along with their Arabic equivalents are illustrated below:

Table no 1: English-Arabic synonymous legal terms

Law	English (SL)	Arabic (TL) (trans. mine)
International Law	Treaty, Convention, Agreement, Protocol, Charter.	معاهدة، إتفاقية، الإتفاق، البروتوكول، الميثاق.
Criminal Law	Homicide, Manslaughter, Murder, Assassination.	القتل، قتل الخطأ (غير متعمد)، قتل العمد، إغتيال
Contract Law	Warranty, Term, Condition, Covenant.	ضمان، مهلة، حال، تعهد مكتوب
Property Law	Mortgage, Charge, Pledge, Lien, Assignment, Hypothecation.	تصرف عقاري مشروط، ودیعة، رهينة فاء، رهن امتياز، نقل الملكية، رهن غير حيازي

In this connection, Coa (2007) [1] affirms that most of these words are:

[...] synonyms, but they are not identical; each has its own connotations. When translated into other languages, the distinctions may be lost. Similarly, phrases such as ‘transferring property’, ‘assigning property’, ‘disposing property’, ‘dealing with property’ and ‘selling property’ all have the basic similar meaning of ‘selling’ but each word also carries its own meaning due to the development and evolution of English property law and legal culture and practice. (p. 73)

3.6. Legal Tautologies

Tautologies are another lexical source of difficulty for legal translators. Rylance (1994, p. 45) [16] defines legal tautologies as words of identical meaning, grouped in pairs (doublets) or even triplets, where only one is necessary. For example, in the expression ‘*null and void*’, ‘*null*’ adds nothing to ‘*void*’ and ‘*void*’ adds nothing to ‘*null*’. The sources of these legal tautologies, according to Houbert (2005, p. 70) [25], are fourfold. The first of which is mostly etymological. In the middle ages and renaissance era, legal drafters used to associate terms of French or Latin origin with Anglo-Saxon ones so as to help clarify the meaning. For example, the expression ‘*acknowledge and confess*’ relates a term of old English and the other of old French. The same can be said of ‘*act and deed*’ which associates a Latin and an English term. The second reason which lies behind using Tautologies in LL is for emphasizing an aesthetic function. It is worth noting that tautologies often carry an alliterative tone. This is clearly the position of Mellinkoff (1963) [14]:

The power of alliteration has also helped preserve in the law tautologies such words and phrases as to have and to hold, mind and memory, new and novel, aid and abet, part and parcel, safe and sound, rest, residue, and remainder, while other rhymes help keep alive the duplicating remise, release, and forever quitclaim; give, devise and bequeath; and the more meaningful ready, willing, and able. (p. 43)

Thirdly and in parallel with the etymological reason, it is stated that tautologies exist because of lawyers’ lack of knowledge of the meaning of some foreign terms. So, they tend to use doublets or triplets, whereas only one is sufficient. In this regard, Garner (1995, p. 187) [20] affirms that “when one of the words might be unfamiliar, the synonym served as a gloss. Finally, lawyers distrusted their ability to find the right word, and therefore used a verbal scattergun instead of a rifle shot”. So, in the light of this argument, tautologies are, therefore, used solely for purposes of reserving the possible accurate meaning. The last reason that is mentioned by Houbert (2005) [25] is that lawyers opt for tautologies for financial interests. Lawyers were paid per word, and this explains their tendency to enlist synonymous terms. So every redundant expression puts more cash in their pockets. Furthermore, tautologies in LL can be classified in terms of their grammatical and syntactic dimension. They can be either nouns, verbs, adjectives or even prepositions. Also, they can be constructed in two (doublets/legal pairs) or three terms (triplets). The following chart is demonstrative of this fact:

Table no 2: Legal English tautologies (Houbert, 2005, p. 71) [25]

Types of Tautologies	Doublets	Triplets
1) Verbal	Agree and covenant	Cancel, annul and set aside
2) Nominal	Power and authority	Right, title and interest
3) Adjectival	Separate and distinct	General, vague and indefinite
4) Prepositional	By and between	-----

According to Sabra (1995, p. 36) [24], the use of legal tautologies is merely a tradition adopted when drafting legal documents. Since legal drafters, nowadays, do not normally use such pairing of words as a distinction from simple style of expressions. More importantly, translations of tautologies are differently approached. Houbert (2005) [25] affirms:

Some advocate rendering every nuance of expression, and to translate “word for word”, while others, arguing the synonymic character of these expressions, prefer to simplify the translation by rendering two or three source terms by a single target term. (p. 72)

Translation of tautologies is governed by the context in which they occur. Also, it is worth noting that any footnoting of tautologies is not recommended, because it risks removing the real nuance of the source expression. So, the translator must do all their best to find an equivalent term for each source expression regardless of its nature.

3.7. The use of ‘Said’, ‘Such’ and ‘Same’

The use of these three terms carries an anaphoric reference in legal texts. However, each of these words has its own peculiarities and also is subject to much criticism about its unusual use in LL. Firstly, the term ‘said’, according to Sabra (1995, p. 43) [24], is used either as an article or as a demonstrative pronoun. For example:

- Lessee promises to pay a deposit. **Said** deposit shall accrue interest at a rate of five percent per annum. In this example, the word ‘said’ can be substituted by the article ‘the’ or by the demonstrative pronoun ‘this’ without losing or distorting the meaning of the text. More importantly and regardless of its frequent use in legal texts, Garner (1995, p. 779) [20] contends that “*said* never lends greater precision than *the, this, that, these, or those* in many contexts, it introduces imprecision”. Accordingly, Mellinkoff (1963) [14] states that the term is unnecessary and it only engenders disagreement amongst legal scholars:

As with *aforsaid*, if the antecedent is certain, *said* is unnecessary_ e.g. “said defendant” when there is only one defendant, “said plaintiff” when there is only one plaintiff. When there is any possibility of *said* referring to two things, whether both are in the same writing or one is in and another out, reasonable men will differ, litigation is invited. Though some lay critics tell us that, worthless elsewhere, *said* is traditional and permissible in the law, it is either unnecessary or dangerous, and should be dropped. (pp. 318–319)

Secondly, Doonan (2001) [26] approaches the term ‘such’ by stating: “ ‘Such’ is frequently used in legal documents to refer to a person or thing which has already been mentioned in order to avoid the need to refer again in full to that person or thing”. ‘Such’ if used in this way secures an economy of words. For example:

- The asset register of the company comprises a complete and accurate record of all plant and machinery vehicles and equipment owned used or possessed by the company and **such** register is accurate in all aspects. (Doonan, 2001, pp. 189-190) [26]

In this example, reference to ‘such register’ avoids the need to refer again to ‘the asset register of the company’ which would be a kind of unnecessary verbiage. What is more, the term ‘such’ can be used as a demonstrative pronoun to imply ‘this or that sort’. For example:

- We conclude that the trial court’s order constituted an abuse of discretion in the procedural posture of this case which compels us to set aside **such** order (Tiersma, 1999) [15].

This example demonstrates that the phrase ‘such order’ signifies ‘this order’. So, here the function of ‘such’ is apparently similar to ‘said’. In this respect, Rylance (1994) [16] argues:

When ‘such’ is used in a similar way to the archaic ‘said’, to refer to a previous noun, much the same objections apply. Many lawyers have acquired the ‘such habit’: if a provision refers to an item more than once, they feel compelled to put ‘such’ before each subsequent reference. (p. 168)

Thirdly, ‘*same*’ is used to refer to an antecedent and thus avoid repetition. Tiersma (1999) [15] states that ‘*same*’ in legal usage refers to sameness of reference. He puts forward the following example:

- The tenant shall pay all the taxes regularly levied and assessed against Premises and keep **the same** in repair. (p. 88)

In this example, ‘the same’ refers to the word ‘Premises’. Accordingly, Tiersma (1999, p. 91) [15] suggests that the pronoun ‘it’ can conveniently substitute the phrase ‘the same’. However, this term has been the subject of much criticism. Doonan (2001) [26], among others, contends that “the continued use of ‘same’ as a pronoun in legal documents is avoidable and, consequently, difficult to justify when alternative pronouns can be used which result in greater clarity without affecting precision” (p. 192).

To sum up, translating legal texts involves several lexical difficulties that the translator is supposed to overcome, especially when translating from different legal systems. In legal English, archaism, Latinism and tautologies, among many others are most abundant lexical issues that require great attention from legal translators.

IV. CONCLUSION

This paper has discussed some sources of difficulty in LT. it has demonstrated that LL in general and legal English in particular has a many-sided aspects. Besides being technical, it is vague and ambiguous and has a performative function in legal proceedings. Additionally, the legal English lexicon is extremely different from the ordinary one due to the technical terminology and the sophisticated construction of its vocabulary. The

afore-discussed sources of difficulty make the task of the translator arduous and challenging if the latter cannot be acquainted with this type of legalese where precision and scrutiny are the leading way to a better translation.

It is highly recommended that translation teachers should invest enough time and devote constant effort in teaching these lexical issues to their students. This could be done through a vocabulary activity that focuses on teaching legal terminology in context. The use of authentic documents in this respect is highly recommended. For instance, marriage or divorce certificates can be exploited to practice translation of archaic phrases and expressions. A court decision is also a palpable example to practice legal synonyms and tautologies from English into Arabic. Teachers are also recommended to invite their students to train them to compile bilingual glossaries by exploiting parallel texts from both English and Arabic. Parallel texts, original legal texts from different languages, can be employed to train translation students and familiarize them with the legalese of both languages in terms of editing styles, technicality and normative function. Both legal translators and translation teachers need to collaborate with computer developers to design computer aided translation softwares that will facilitate the task of translators save their time and effort.

This paper has discussed the nature of LL, and was limited in scope as it addressed only the lexical aspects that characterize legal texts with reference to English Arabic translation. Future research is highly recommended in other areas that present a source of difficulty in LT. syntactic as well as cultural aspects of both English and Arabic should be investigated as they generate a vivid source of difficulty due to the origins of both languages. Equally essential, English and Arabic Legal systems need to be demystified as they constitute another source of difficulty for legal translators.

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