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Investigating the transposition technique in translating the U.N documents

**Translated version of: Strategic Framework Agreement between Iraq
and the United States**

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Dedication

To my father, may Allah have mercy on him.

To my mother, may Allah bless her with good health.

To my brothers and sisters, who shared my childhood with me and loved me honestly and sincerely and cooperated with me to complete this study.

To my wife who sacrificed for my comfort and whose encouragement and continuous follow-up had a great impact on me,

To my children, may Allah grant them his help and success and grant them health and wellness

To all those who had the credit - after Allah Almighty - to completing this study

MOHAMMED LAMINE AGGAL

Dedication

To the dearest people and closest to my heart, to my dear mother and dear father who substantially assisted and supported me, their blessed supplication had the greatest impact in steering the research vessel until it docks on this image

To the one who has supported me, followed my steps, and made the difficulties easier,

To my brothers and sisters who were deprived of me along the period I spent preparing this research.

To my teachers and the people of credit for those who showered me with love, appreciation, advice, guidance and counseling.

To all of them I dedicate this humble work; Asking Allah Almighty to benefit us and grand us success.

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Transliteration

Arabic script	English transcription
اسم	<ism>
مفعول لأجله	<mafaoul> li : <ajlihi>
نعت	<naat>
مفعول مطلق	<maf'ul> <mutlaq>
ظرف زمان	<darfzaman>
خبر كان	<kabar> <kan>
المبني للمعلوم	<mabni> li : <ma'loum>
مفعول فيه	<maf'ul> <fihi>
المصدر	<AlAlmasdar >
المضاف و المضاف اليه	<al modaf> wa <al modaf ilayhi>

List of abbreviations

LE. Legal English

L.A Legal Arabic

LL. legal language

SL. Source language

ST. Source text

TT. Target text

TL. Target language

S.F.A: Strategic Framework Agreement

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Abstract

This study aims to shed light on the transposition technique in translation of legal English into the legal Arabic, within agreements and treaties. The method of this research was the comparative analytical method because the corpus is two version of agreement between Iraq and the United States (Strategic Framework Agreement). We have compared between them, then we analyzed. After that we found that translator used the transposition technique to avoid misunderstanding in meaning. We have framed the study with a set of questions and hypotheses that will enrich it and highlight the effectiveness of the transposition technique in translating agreements of various types. This opens the door for more insight into the various translation techniques to each translator specialized in legal translation. Choosing the technique of transposition in particular is due to previous research in the various types of translations and we found that it is used significantly and continuously. Therefore, all of these conditions previously mentioned qualify accordingly; all these circumstances qualify transposition to be the subject of an in-depth and extensive study. It is also worth mentioning that all the questions were about the legal text core in form and content, and how the aforementioned technique is applicable to it.

Keywords: transposition, legal English, legal Arabic, agreements, Strategic Framework Agreement, legal text, technique.

Résumé

Cette étude vise à mettre en lumière la technique de transposition de l'Anglais juridique en Arabe juridique, dans le cadre d'accords et de traités. La méthode de cette recherche était la méthode analytique comparative parce que le corpus est deux versions de l'accord entre l'Irak et les États-Unis (Accord-Cadre Stratégique). Nous les avons comparés entre eux, puis nous les avons analysés. Après cela, nous avons constaté que le traducteur utilisait la technique de transposition pour éviter les malentendus de sens. Nous avons encadré l'étude par une série de questions et d'hypothèses qui permettront de l'enrichir et de mettre en évidence l'efficacité de la technique de transposition dans la traduction d'accords de différents types. Cela ouvre la porte à une meilleure connaissance des différentes techniques de traduction à chaque traducteur spécialisé dans la traduction juridique. Le choix de la technique de la transposition en particulier est dû à des recherches antérieures dans les différents types de traductions et nous avons constaté qu'elle est utilisée de manière significative et continue. Par conséquent, toutes les conditions mentionnées précédemment se qualifient en conséquence ; toutes ces circonstances qualifient la transposition pour faire l'objet d'une étude approfondie et étendue. Il convient également de mentionner que toutes les questions portaient sur le texte juridique essentiel dans la forme et le contenu, et comment la technique susmentionnée est applicable à elle.

Mots clés : transposition, Anglais juridique, Arabe juridique, accords, Accord-Cadre Stratégique, texte juridique, technique.

مستخلص

تهدف الدراسة إلى تسليط الضوء على تقنية الإبدال في ترجمة الانجليزية القانونية الى العربية القانونية من خلال عينة من اتفاقيات ومعاهدات بمنهجية التحليل المقارن كون المدونة عبارة عن نسختين من اتفاقية بين العراق و الولايات المتحدة الامريكية (اتفاقية الاطار الاستراتيجي) فقمنا بالمقارنة بينهما وتحليلهما فوجدنا ان المترجم استعمل تقنية الإبدال لنزع اللبس عن سوء فهم المعنى. وقد احطنا هذه الدراسة بجملة من التساؤلات الفرضيات التي من شأنها أن تثريها و ابراز ما مدى نجاعة تقنية الإبدال في ترجمة الاتفاقيات بمختلف انواعها و يمكن لذلك ان يفتح الباب على للاطلاع اكثر على مختلف تقنيات الترجمة المتاحة لدى كل مترجم متخصص في الترجمة القانونية. إن اختيارنا لتقنية الإبدال بالذات ترجمة ما هو الا نتيجة بحث سابق في مجموعة منها حيث تبين لنا انها تستعمل بشكل ملحوظ ومستمر. و عليه، فان كل هذه الظروف تؤهلها (الإبدال) ان تكون محل دراسة معمقة و مستفيضة. و جدير بالذكر ان مجمل التساؤلات كانت حول ماهية النص القانوني شكلا و مضمونا و ما مدى تطبيق هذه التقنية المذكورة عليه.

الكلمات المفتاحية:

الإبدال، الانجليزية القانونية، العربية القانونية، الاتفاقيات، اتفاقية الاطار الاستراتيجي، النص القانوني، تقنية.

General introduction

Translation is one of the most important cultural and cognitive tributaries nowadays, as it contains many important and sensitive elements in its product. Thus, translation had witnessed a progressive system of studies and analyzes, all of which are aimed to present the translation in a good image. As other science, the translation had many work and books addressing its merits and details, using a lot of innovative translation techniques in order to provide a translation material that can convey the meaning even in different ways without prejudice to the essence. Here, the role of the methodology in removing the impurities that would distort the face of this science, which is a point of intersection of cultures and interests among peoples in different languages, is highlighted. The translation has to develop itself by introducing new and innovative mechanisms that increase the clarity of the meaning to be conveyed. Many specialists have emerged for a long time and have carried out many research in such regard, detailing many aspects that were ambiguous to many of those interested in the translation, rather some even had innovated new methods that had a positive impact on improving the quality of translations in various fields, which helped in understanding many scientific, linguistic, cultural, and other issues. Researches are still under way in this area in order to enrich humanity with new things that will make it more understandable, compatible with its life and essential tributary in its historical path.

PROBLEM STATEMENT

Translation techniques appear to be a tributary of this science and are used by the translator to adjust his translation to produce them properly and well. Transposition technique is appeared In many texts translated as a technique needed by the translator in Many translational situations and no text lacks transposition technique because it gives him a way out of some of the difficulties that he may face when he translates, and yet there are many beginner translators who don not control their area of use and avoid them on ignorance or inability to use them. Legal translation is a fertile area to transposition technique. Thus, it must draw the attention of the translators to use and invest in them as much as possible and without exaggeration in order to produce a legal text translated in such a way that it shall not empty it from its content because this type of text is sensitive to its content and does not accept literalism because it has dire consequences if the translator fails in any of its parts.

AIM OF STUDY

The study aims to shed light on the transposition technique and explains ways and cases of use to enable the translator to employ them in the legal text to serve the content of the text and communicate his idea to the reader. The study aims to highlight other translation methods that can be used in many texts in other fields. Thus, it must draw the attention of the beginner translators to use these techniques. The integrity of the language of the translator alone is not enough to have a translation product with clear meaning and sound approach. Our study is an invitation to take more care for the methodological and stylistic aspects of translation. This to draw the attention of the translators that delving into the field of translation is not a random matter, but rather it is governed by frameworks and controls that guarantee a sound approach taken by any person who intends to enter the world of translation. Our study also aims to stimulate the development of currently available translation techniques while at the same time calls for innovating new techniques that support and increase its coherence.

Literature Review

Legal translation is believed to be the most strenuous venture. In terms of English to Arabic legal translation, the difficulties predominately concern morphological or semantic issues. For instance, AbuGhazal (1996) stated some syntactic and semantic difficulties in dealing with the translation of English legal texts into Arabic. These difficulties were set based on the result of analysing graduate students' translations during research that aimed, in the first place, to find out the problems that the translators have to cope with in the process of translating legal texts.

Bentham (1782) developed a vastly experientialism theory that focused on the meaning of words, a theory that convenience his legal view. In his theory, he neglected words that were considered meaningless or insane, such as words about rights and duties, law and morality, and so on.

According to his theory, language is a fundamental element in understanding the law, which depends on social facts (legal positivism). Formerly, language was not considered essential by natural law theorists, they are of the opinion that language does not have the capacity to explain the nature of law, while Bentham (1782), conversely, needed a palpable and noticeable verbal deed to present the nature of law as derived from social empirical fact.

In 1994, Hart discussed JL Austin's method in his book titled "The Concept of Law." Hart cited the statement of JL Austin in his *Theoretical Preliminaries* as "Using a sharpened awareness of words to sharpen our perception of the phenomena" (Hart, 1994, p. 14). This statement has raised a polemic between legal philosophers since then.

There are at least two main ideas to discuss concerning this statement, first "Language and the normativity of law", and second "The Semantic Sting". Harts explained that in order to understand the normativity of law, one needs language. Language has become an innovative approach in explaining the nature of law as described in Bentham's Theory, but Ronald Dworkin (1968), has another point of view. He stands against Hart's theory of law. Dworkin believed that Hart and many legal practitioners had undermined the philosophy of law by concentrating on words. He argued that Hart wrongly assumed that "lawyers all follow certain linguistic criteria for judging propositions of law" (Dworkin, 1986, p. 45). This argument, later known as Dworkin's "semantic sting". This argument has led to further debate about philosophy of language and philosophy of law.

Mellinkoff (1963) went into the history of the legal language. He prescribed the concept of "language of law" and acknowledged its practice.

Another book that presents an in-depth discussion about legal language is the book written by Crystal and Davy (1969). There is a full chapter where the reader will find all the explanations of legal language and examples of its use extracted from policy and purchase agreement documents. "Of all the uses of language, "it [legal language] is perhaps the least communicative, in that it is designed not so much to enlighten language-users at large as to allow one expert to register information for scrutiny by another" (p. 112), they stated. According to them, legal texts provide formal, elevated language, which is largely used in all legal documents, including written instruction, such as court orders, police reports, constitutions, charters, treaties, protocols, and regulations (p. 205). Crystal and Davy also described legal text as a foreseeable mathematical formula.

There is also a theorist of general translation who categorised legal translation based on its purpose. That theorist was Newmark (1982). He stated that the purposes of the translation of legal documents tend to be for informative purposes or for law enforcement purposes. Concerning the translation for informative purposes, such as foreign laws, wills, and convincing, it's more proper to use a literal or semantic approach. For legal documents with the same law enforcement power in the target language, a communicative approach (target

language oriented) will be more suitable. "The formal register of the TL must be respected in dealing with documents that are to be concurrently valid in the TL community." (Newmark, 1982, p. 47). Newmark is one of very few linguists who acknowledge the usage of language as an instrument that determines the legitimate status of legal text.

Emery (1989) made a comparison between Arabic legal documents and English legal documents to find out the characteristics of the Arabic legal text and to provide the translator with some useful recommendations. Emery concluded that beginner translators need to respect and understand the dissimilarities between Arabic and English, particularly in regard to their structure and style. This comprehension will help the translator provide a bearable legal translation. Despite the fact that Emery did not provide profound studies about legal translation both in theory and practice, he is one of the few to have examined Arabic legal language features, a sort of research that is very unpopular and neglected by many translators and theorists.

Al-Bitar (1995), a female researcher who examined twelve bilateral legal agreements and contracts signed during the years 1962-1993 to find out the average variety of English legal language/ common-core English varieties. In her study, she investigated two main areas of nominal grouping, in addition to other grammatical units: the complexity of the noun phrase and the type of modification. She concluded that the differences lay in the widespread usage of complex noun phrases, relative clauses, and prepositional relative clauses as post-nominal modifiers of the finite in legal texts (pp. 47- 62).

House (1997) has classified translation strategies into 2 types based on the implied reader: overt translation and covert translation. The overt translation is associated with the culture of the readers of the source language, and thus the readers realise that the text is translated, and not the "second original." While in the covert strategy, the translation is not addressed to the audience of the source language, the translation has been adapted and customised to suit the target reader. According to House, covert translation, as an independent text with subjective function, is suitable for the translation of commercial texts, scientific texts, journalistic articles, etc. (pp. 197–194). Whilst, House did not mention legal texts in particular, they do belong to this group, since, as a matter of fact, all special-purpose texts belong to this category.

Still about covert translation: Hickey (1998) attested that any legal translation has to have the same influence as the ST and affect the reader in the same way the original text would do.

She states that 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 (pp. 224-225).

Hickey did not take into consideration the fact that a translation text is addressed to different readers in a different context. In this regard, striving for the same effect is senseless.

Without penetrating into the field of legal translation theory, Hatim, Shunnaq, and Buckley (1995) concentrated on listing legal texts and their exemplary translations.

Theoretical Preliminaries

The mentioned studies disregard the practical aspects identified with legal text. Paying too much attention to the sensitivity of legal text might lead to misconceptions and weak translation. Such an approach, in other words, helps depict it as a process of interlingual transfer (Sarcevic, 2000, p. 2) within an array of restrictions.

Sarcevic (2000), made a depth studies on the legal translation in her book. regarding the parallel legal text, she wrote, "While lawyers cannot expect translators to produce parallel texts that are equal in meaning, they do expect them to produce parallel texts that 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 practise "(p. 71). Sarcevic (2000) also attested that "the basic unit of legal translation is the text, not the word" (p. 5). In legal translation, equivalence has been a critical issue, "Legal equivalence" used to describe a relationship at the level of the text may have even greater importance" (p. 48). 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 "(pp. 70-71).

An advanced study of several translation problems has been presented by Dickins et al. (2003). This study also provided many applicable examples to help the translator master the problem solving concept without focusing on meticulous theoretic explanation. Theoretical issues are discussed only so far as they relate to developing proficiency. Despite this wide selection of examples and texts, legal texts are not discussed sufficiently from a pragmatic and learning perspective. Dickens et al seem to be focusing on translation in general.

Butt and Castle (2006) concentrated on the uniqueness of legal language characteristics, which are mainly detached from their users. They simplified the process of understanding

legal language by setting up a practical guide to composing legal drafting in a modern style. Leases, company constitutions, wills, and conveyances are the documents used as implied legal drafting examples. In addition, they, stressed the importance of the usage of plain language in legal drafting to create a comprehensive and productive text. Like Mellinkoff (1982), they mapped out the reason for the existence of some "red alerts" in legal drafting, in addition to the practical guide mentioned above.

Butt and Castle's book is considered the contemporaneous insertion that discusses the "plain English" movement. They asserted that renovation and creativity are totally "safe" and that breaking down from the old school of legal drafting is permitted. Renovation permits the creation of simple and communicative legal drafting by utilising the available literature on pragmatism, the concept of legal equivalence, and the changing role of the translator. The study clarified the applicability to the translation of contracts through comparing and analysing the translation under investigation.

MAIN RESEARCH QUESTIONS

How can transposition technique serve in translating legal text?

SUB-QUESTION:

How does the transposition technique contribute in enhancing the quality of translation?

What is the repercussion that the use of such technique has on recipient?

HYPOTHESIS

1. The presence of techniques such as transposition in the translation of the legal text is an asset that may lead to balance of the meaning intended to be conveyed to the reader and make the translator to acquire an important tool in order to improve his translation quality.

SEARCH METHODOLOGY

In this study, we adopted comparative analytical. We will compare between English and Arabic version of Strategic Framework Agreement in the level of transposition use in the Arabic version and clarify the class changes done by the translator.

SEARCH PLAN

The study is divided into three main chapters. The first is a theoretical analysis of the topic to be translated, where it explains the concept of the legal language and all its details, then it deals with the nature of the legal text and its most important characteristics. The second chapters shed light on legal translation and examine the translation techniques that we may use in it. In the third chapter, we define the sample on which an analytical study will be conducted and conclude with a procedural application that highlights the use of the transposition technique in the sample with an explanation.

CHAPTER ONE

LEGAL LANGUAGE

We will discuss in this chapter the language of law, which is unknown except by the translators specialized in this field, whether editors of court documents or translators of personal documents, no matter how such language was different, it shall be the language of competence. We will trace the historical course of this language and how it began to be deliberated by people and who were the first nations to adopt it and how it was formed until reaching our current stage. Then, we will manifest and explain the many characteristics of this language in detail, in addition to highlighting the characteristics of the legal provision, which expresses the essence of this language in a tangible way. Given that the agreement includes two languages, the legal English language, we will highlight the similarities on the one hand and the differences on the other hand, the most important of which will be related to the style and lexicography, and at the end of the chapter we will get the ideas contained therein altogether to correct them as a preliminary step towards the first chapter.

1.1 The nature of legal language

1.1 .1 Historical overview of legal language

Legal English is the practical outgrowth of the history and social-political process of the Anglo-Saxon mercenaries, Latin-speaking, Scandinavian, and Norman war tribes, which left their mark on the legal language of England. For example, some examples are Old Norse words such as gift, loan, sale, and trust. Also, the word law derives from the Old Norse noun register, which means "something that is set or fixed." (Bowen, 2015)

The beginnings of the English language go back to AD 450 when Anglo-Saxon ships were coming from mainland Europe to the coasts of England. Similar dialects were spoken by these Germanic tribes, from which a language we refer to as Anglo-Saxon or Old English was developed. All three major Anglo-Saxon tribes were brought together and the law was newly established by King Alfred the Great, written in Old English (Vysny, Puchovsky and Sokov, 2013) .Despite the fact that the Anglo-Saxons did not recognize the legal profession, a certain type of legal language was developed, the remains of which are commonly found in current legal terminology. These are words such as will, merchandise, guilt, manslaughter, murder, oath, right, mayor, theft In addition to the vocabulary, Anglo-Saxon influence also appears in the presence of alliteration, which is still infrequently found in the English legal language. Alliteration is a literary style that is created by repeating the same and similar sounds. It is often used in poetry, and in legal writings, as these phrases are easy to remember (Tiersma, 1999)

By creating such pairs (a series of two or more parallel words in the same grammatical category), the linguistic requirements of Anglo-Saxon canons have increased, resulting in more complex legal language, and may lead to the view that complex language is to some extent a reflection of For gradually increasing and complex social relations. The Anglo-Saxon population used not only Old English as language of the law, but also Latin, and although it was already present in England during the Roman occupation, it was not reinforced until after the arrival of Christian missionaries in 597 (Tiersma,1999)

The church was synonymous with literacy, and although the population did not understand Latin, Latin established a general standard of written communication, which had an

enormous influence on the strengthening of the legal language. One of the Latin terms that entered the legal language during this period was 'clerk' (a person who could write), and the words 'clergy' or 'clergy' are also derived from that word. For centuries, the clergy enjoyed a kind of immunity that was sufficient to prove one was taught to read a verse from the Bible (sometimes called a "neck verse"). As far as the relationship with English law is concerned, Latin was used mostly as the language for court records and laws. Because only scholars and teachers who have mastered Latin (Tiersma, 1999)

The linguistic situation in modern-day Norman-conquered England was marked in 1066 when Normans defeated Duke William at the Battle of Hastings. French-speaking Normans occupied all prominent positions in England, and thus French became the language of power and court, and English was used only by the lower levels of the population (Tiersma, 1999)

Basically, all words related to government matters are of French origin. French also became the official language of court proceedings, which led to the fact that many words commonly used in the legal field today are rooted in this period (Haigh, 2011) However, Normans continued to use Latin as the language for making official records and laws, and, as mentioned earlier, Latin did not become the language of legal pleading or debate, because it would not be understood by the higher levels of the population. The Latin used as a legal language was called "law Latin ", and it adopted in its vocabulary various terms of French origin as well.

Latin, as the language of court records and laws, was replaced by the law governing the use of English in courts, despite the fact that it was not a language approved by court proceedings or debates because the common people would not understand it. Laws written in French began to appear about 200 years after the conquest of England, around 1275 and remained in this form until about 1480. Beginning in 1310, almost all laws passed by Parliament were in French. The use of French as the language of court proceedings was associated with the introduction of the so-called "royal courts" by Henry II in 1166. Licensing was conducted in French and was so popular that it slowly pushed the English out of court. In this linguistically complex period, lawyers began to use synonyms in which groups of words from different languages appeared. For example, stop is the Latin word, the palm is the French word, and will come from Old English, a will is a French word, and salaam is the Latin word. The use of these groups was intended to ensure a better understanding of the text for all levels of the population. Over time the pleadings changed from oral to written, texts were subject to

increased scrutiny, and those who did not present their pleadings were excluded from the proceedings. Cases often failed due to linguistic inaccuracies. As a result, a new class of professional lawyers has emerged. These created legal texts in all three languages. The lawyer became a guarantee of accurate drafting, a prerequisite for the success of the pleading. Interestingly, while the French have seen an increase in use for the needs of the English legal system, its use as the everyday language of society is declining (Tiersma, 1999)

In 1272 that Edward ascended the throne, speaking English as well as French. From this moment on, the French were gradually marginalized in the debate used by lawyers, or as legal French - "French law" (Tiersma, 1999)

In this context, "Outside the legal realm, Anglo-French was in a state of decline after 1300. The possible reasons for maintaining French law after it was rejected as a vital language can be explained by several facts, including allowing for more precise communication, especially with its wide range (Baker, 1990)

There was a danger that ordinary people would read legal texts without the necessary professional guidance and in the potential efforts of lawyers to justify the number of service fees and the monopoly on the provision of legal services (Tiersma, 1999). If nothing else, these facts reflect the profession's conservatism at a particular time. A major intervention in the use of French law was the adoption in 1362 of the Code of Pleadings, which stipulated that all court proceedings must be conducted in English (but recorded in Latin). The law requires that "the pleading, presentation, defense, reply, discussion, and judgment of all requests shall be in English. It is a paradox that the law itself was written in French (Tiersma, 1999)

However, this law was completely ignored by attorneys' representatives. "English adopted for various types of legal documents." at different times. The writing of Wills began in English around the year 1400. The statutes were written in English (Haigh, 2011) Thomas Cranmer, the first Protestant Archbishop of Canterbury, said in 1549: "I heard among the people in the pub a hum because the lawyers pleaded their case in French which they did not understand" (Tiersma, 1999)

About a century later, the Puritans took power, and in 1650 they adopted a law requiring all case reports and law books to be written exclusively in English. However, in 1660, after the restoration of the monarchy, this statute was abolished and the linguistic situation returned to

the old path. Lawyers began using French law again and continued to do so for several decades. Since French has been the dominant language in the legal profession over the entire century, it has had an enormous influence on legal language. From a grammatical point of view, French had a short-lived influence on English, but remnants of it still exist in the formal language and legal terminology.

Over time, the French language for lawyers began to be limited, and often more English words appeared in the French text. These Franco-English formulas ended in 1731 when Parliament flatly banned the use of French in court proceedings, 600 years after the English Norman Conquest and 300 years after French ceased to be the official language also used by Royal English.

To illustrate the reality of the impact of the three languages used at the same time on current legal English, let us give an example: Neither party shall be liable to the other for failure to perform or delay in performance of its obligations caused by any circumstances beyond its reasonable control. The sentence contains 28 words, 17 of which are from Old English, 7 from Old French, and 4 from Latin. Of Old English words, 9 are prepositions (for example, to, in, on, by). All important legal terms (eg, party, responsible, obligations, reasonable, performance) come from either Old French or Latin (Tiersma, 1999)

If we analyze them by computer, then English is a "device" that gives sentences as grammatical rules while the French-Latin terms are "algorithms" that carry the legal meaning (Haigh, 2011)

1.2 characteristics of legal language

-Use of Foreign Words/Maxims: English legal document drafting are influenced by French and Latin languages which have been widely use in common law based on the Great Britain tradition. This tradition inherited from the Norman invasion in 1066, where more than 300 years, Anglo-Norman had become the language of legal proceeding and hence adoption of these two languages cannot be avoided. Also Anglo-Norman Legal is more popular than English especially for public who used to hear those terms instead of the same term in English, for example '*inter alia*' easily understood as '*among others*'. In regard of this historical and social reasons, law practitioners use foreign words instead of its synonym in English language.

-Synonymy: As an influence of French and Latin, we find many synonyms that exist side-by-side in English legal. The existence of these synonyms seems to complicate the legal drafting, notably in the process of selecting one term from many that refer to the same concept,

-Use of Archaic words: ‘Archaic’ is an ancient word that is used to prevent repetition in the sentence. Although the utilization of Archaic becomes less popular by time, there are terms that are irreplaceable.

-Circumlocution: Is a term of Latin origin, *circum* means ‘circle’ and *loqui* means ‘to speak’. In short *circumlocution* means “talking around». In the context of legal language, *circumlocution* aims to explain an idea using unnecessary words while it can be explained briefly in a simple and clear way. Nevertheless, legal drafters seem to hold on *circumlocution* to secure legalism.

-Punctuation: There is an obvious absence of punctuation in legal drafting, mainly in conveyances and deeds. Formerly, punctuation is considered less important compared with words and text because law practitioners were convinced that the core of a legal document is words and content. At present, punctuation is used in legal drafting to clarify and to affirm the meaning of text.

-Use of Modifiers: In legal drafting, the application of modifiers is very appealing. Modifiers such as “*the same, the said, the aforesaid, the aforementioned, etc...*” are widely used as adjectives to strengthen the noun, not to substitute it, e.g. *the said John Smith*.

-Reciprocal words: Appellation/designation are frequently found in English legal drafting. These appellations are known as reciprocal words which intend to indicate the proportional and reciprocal relation between two individuals by changing the ending of its substantive noun.

-Phrasal verbs: Is the combination between two or three words from different categories and is predominately used in a quasi-technical signification. For example, parties *enter into* contracts, *put down* deposits, *serve upon* other parties, *and write off* debts, and so on.

-Ordinary words with special meanings: Many common words which are used in our daily life have distinctive meanings in legal context.

-Sentence length: The length and complexity of sentences are the most obvious legal syntactic characteristic. This characteristic has become a controversy between law practitioners, where many are of the opinion to simplify the sentence by making it shorter and to the point by using only simple words that support the argument and clarify the text. This characteristic arose due to the fact that in the past each part of a legal document consisted of

a single sentence which include a lot of information and repetition. As a result long and complex sentence with ordinate and subordinate clauses became a must.

-Nominalization: mostly, derived nouns are used in place of verb. such as: *to give consideration* instead of *to consider*, *to be in opposition* rather than *to oppose*, *to be in contravention* instead of *to contravene*, *to be in agreement* instead of *to agree*.

However, it is difficult to remove nominalization, since many derived word had considered as legally defined procedure, for example the word 'arbitration', thus we say 'go on arbitration' and not 'to arbitrate'.

-Impersonal style: In legal drafting the sentence often written in passive voice form to refer that 'the subject acts upon' which is a defense strategy to indicate that one's action is only a consequence. This 'impersonal style' widely used in all types of legal documents not only by lawyers and practitioner but also the court. Court decision uses this form to emphasize that all rules is infallible as they occur without the influence of the human agent. We only permitted to change the sentence from passive to active if the doer is unknown or intentionally left out. Another attribute in legal drafting is the omission of personal pronouns where the third person (singular or plural) is predominant. This attribute aims to figure maximum objectivity. The second person is omitted in the written will, while other legal document that not contain direct orders or warnings always use third person (s/p).If the provision applies to all, 'Everyone', 'everybody', 'every person' is used while in prohibition we use 'no one' and 'no body'. In despite of its intent to give the impression that law is impartial, but such generalizations are vague, and their efficiency is often disputable.

-Capitalization: In legal language, the capital form is used extensively and explicitly.

-Doublets and Triplets: the use of doublets and triplets has been in effect since the medieval period where law practitioner and lawyers used a mixture of Latin, French and English.

1.3 Nature of legal text

The "Plain English Campaign" has attempted to clarify and simplify the legislative and judicial processes. Bhatia's and Esniené works are also attempts to address the issue of legal document classification. Lawyers, on the other hand, are generally opposed to such simplicity. The underlying argument against the aforementioned procedure is that legal certainty is ensured by technical accuracy and linguistic precision; without these features, a

precise specification of legal scope would be lost. The following discussion tries to answer the topic of what features make legal texts lawful and exclusive, as well as how language is utilized in these types of texts. Scholarly research on the functional, structural, lexical, and grammatical characteristics of legal texts is taken into account. Any formally performed written document that can be formally credited to its author, records and formally expresses a legally enforceable act, process or contractual responsibility, obligation, or right, and thus evidences that act, process, or agreement is referred to as a legal instrument.

Many legal documents were written under seal, with a wax or paper seal affixed to the document' as proof of its legal execution and authenticity. Many jurisdictions, however, have abandoned the necessity that papers be sealed in order to have legal effect. There are many types of legal documents. Legal documents are records and evidences that have complete authenticity and validity in the eyes of the courts. Legal papers adhere to all rules and regulations established by the constitution and can be used as evidence in any procedures or trials. These are recognized as legally valid proofs. You will learn about the many sorts of legal documents in this section.

1. Contract: The contract is one of the most important legal documents that two parties must agree upon and sign. The contract's terms and agreements are created with the goal of benefiting both parties, and only if they are approved do they become a contract. Contracts can be made between two firms, between employees and the company, or between property and real estate.

2. Will: The word "will" is linked to the word "property." It is a written legal instrument that specifies the amount of property or gift that will be inherited by any person or organization upon the owner's death. The owner can make a will with the help of a lawyer, but if he does not, the court will decide who gets the property. A codicil is another name for a will.

1.3.1 Characteristics of legal text comparing to another type of texts

Before discussing how distinct legal texts reflecting legal discourse are divided into genres, it is necessary to clarify what a legal text is and provide insights into general characteristics of legal texts as they are referred to when working on legal text typology. Legal texts are an element of the legal conversation. However, the question of which texts, in particular, can be

considered legal texts may emerge. At first glance, every text relating to the law appears to be a legal text. A legal text, for example, is defined by G mar as any text created by a legislator, a judge, or another institution. This means if the sender of the communication has legal responsibilities. However, only legal specialists are considered in this approach, whereas non-specialists who also participate in a communication scenario are disregarded.

The context, in which a text is produced, decides whether it is a legal document or not (Asensio, 2003) However, it is unclear whether essays on legal topics should be included in the category of legal literature from this perspective. It is vital to analyze the text's entire discursive position, including the sender, receiver, register, and objective. All of these requirements, according to the authors, allow prescriptive texts, judicial texts, jurisprudence, reference books, legal philosophy, and texts related to the law to be classified as legal texts (Deprate,2011) The sender, receiver, register, and purpose of these messages, are all linked to legal contexts. Overall, a legal document can be defined as any material written in legal terminology and/or used for legal reasons by both professionals and non-specialists.

Any legal text can be considered a special-purpose text within the context of legal discourse. In terms of text-internal and text-external aspects, i.e. functional, structural, and linguistic elements, legal texts differ from other types of writings. Legal documents are written in legal language, which is a sub-language, scientific language, specialized language (Sarcevic, 2000), or legalese (Tiersma, 2003) That is designated as a language for specific reasons. According to Lehrberger, there are six primary characteristics that can be used to characterize a Language for Specific Purposes variety:

1. Limited subject matter.
2. Lexical, semantic and syntactic restrictions.
3. High frequency of certain constructions.
4. Text structure:
5. The use of special symbols

As a result of the preceding considerations, legal documents are written in a unique language with unique syntactic, semantic, and pragmatic rules. Legal language, which is considered a complicated sort of speech, is sometimes difficult to understand and incomprehensible. Specific characteristics of legal discourse can cause a slew of issues for

translators and interpreters. Due to the opacity of legal language, there has been a contentious argument regarding whether legal papers should be written in a clearer and simpler language.

1.4 Legal English

Because of the nature of law, legal language has developed specific linguistic features to meet the requirements of the law and to accommodate its specifics and applications (Cao, 2007) Legal English style originates in different languages: Anglo-Saxon, Latin and French. Legal language was originally oral, and served as a report on oral narrative only (Tiersma, 1999) It took a long time for the written texts to be accepted as authoritative. Forms were written and had a major influence on preserving legal language, its terms, and phrases.

It is said that the main defects of legal English are the pronunciation and excessive use of archaic words and structures. In the past 50 years Legal English has undergone significant changes, mainly due to the Simple English movement, but there are still some details.

1.4.1 Style

Legal style results from cultural and legal traditions. Its main characteristics are depersonalization, extensive use of declarative sentences, and negative combinations. Sometimes they seem to contain a large chunk of text that seems devoid of meaning like the use of metaphors. In the language of law, ostentation can take many forms, particularly with words that command respect. Boasting and wordiness, combined with long complex sentences and a lack of clarity of expression contribute to the stagnation of legal language (Mellinkoff, 1963)

It has been stated that legal language its performative nature can be distinguished by special words like here and various performative verbs (Cao, 2007)

1.4.2 Syntax

Legal language is very formal and impersonal and this is achieved through complex negative constructions, long sentences, multiple negations, and prepositions. Legal English is full of antiquities and this trend can be seen in its syntax as well. The archaic syntax still makes the legal text dense, although thanks mainly to the Simple English movement, archaic grammatical phrases such as the archaic ending can no longer be found in legal texts (Alcaez and Hughes,2002) A somewhat archaic tone is achieved, but a certain degree of sexism can also be found.

Although it is usual for legal language to consist of unusually long sentences, there is a certain area of it that is fairly straightforward and surprisingly understandable. The first group

is the syntax of laws, contracts, or pleadings; the second group is a group of judicial summaries of specific facts of the cases. The complexity of legal English documents can be seen in their layout, the multiplicity of dependencies and the postponement of the main verb until very late in the sentence. The illegitimacy of legal texts stems from the fact that the original legal texts were written from the far left to the other side of the page to avoid the possibility of adding anything to the text. From this fact, the habit of avoiding punctuation is also derived: breakpoints, commas and semicolons may change the meaning of the sentence.

1.4.3 Lexis

To deal with the legal lexicon it may be useful to organize it. Alcaraz and Hughes classify them as:

1. Functional elements - grammatical words and phrases that do not have direct references to either reality or concepts,
2. Symbolic elements: all terms that refers to things or ideas in the real world. It divides into:
 - a) Purely technical terms: that exists exclusively in the legal field and has no application abroad. Terms can be one-word or whole phrases. Some theorists argue that these terms are so closely tied to the legal system that they cannot be translated, but only adapted. Therefore, a number of terms are often left with no translation (Alcarez and Hughes,2002)
 - b) Semi-technical terms: words or phrases that have acquired additional meaning in addition to their common meanings. Their number is constantly growing to meet the developing needs of society.
 - c) Everyday vocabulary found in legal texts.

Legal English Dictionary: Especially purely technical terms and semi-technical terms come from different origins. Since legal English is a product of its history, various influences can be traced in contemporary legal language. The bulk of the legal code is Anglo-Saxon. Besides vocabulary, alliteration of a typical Anglo-Saxon trait can be found in legal English. Its use is closely related to the original magical nature of law, but it can still be found in legal texts and appears to have acquired some kind of idiomatic value. Plus English words that live at present only in the aforementioned legal language (Mellinkoff, 1963)

2.5. Legal Arabic

Compared to English legal language explained previously, Arabic legal language has its uniqueness and characteristic (Fakhouri, 2008). Of course there are still some similarities but the form, style and meaning remain different.

According to Emery (1989), Arabic legal has its own style marked by the utilization of grammatical cohesion and finite structure which not commonly used in English legal. Also Arabic legal drafting uses less passive sentence form which clearly visible in its legal register.

Farghal and Shunnaq (1991), stated that Arabic legal used finite phrases and finite clauses, which not preferred in English. Regarding the organization and structure of text, Arabic language used infrequently punctuation, capitalization and italicization (Emery, 1989).

1.5.1 Style

Writing style has an important role in helping to create a coherent and clear sentence which is the key to extract comprehensible legal provision in accordance with the purposes of legislation. In legal drafting it's important to keep the sentence simple and concise, in case the text refers to a number of cases or regulates more than one issue, or includes conditions for some cases that are part of its content, it is preferable to identify the elements of the text and divide them into parts in the form of links. Determining the meaning of each term and not referring to specific gender are also major factors in getting legal text understood.

In general we can conclude that the feature of sentence in Arabic legal drafting is its complexity, dependence and sometime exaggerated.

1.5.2 Syntax

- a. **Nominalization.** Sentence in Arabic could be verbal or nonverbal. In legal language the use of long and complicated nonverbal sentences is more often.
- b. **Verbal group.** Some verbs have particular meaning in legal language, for example the imperfect past verb "كان" is equivalent to "shall" in legal English, thus "*Those to be recruited in the Iraqi Air Force should be Iraqis by birth*" can be translated into Arabic as follow

يقبل في الكلية الجوية من كان عراقيا بالولادة

To form conditional sentence, obligations, or to express rights we use "إذا" -"if", for example:

“If the two parties agreed“

- c. **Passives** Certain auxiliaries used to form a passive sentence in Arabic. Although the passive form is less used lately but we still find it here or there (Emery 1989). E.g.

يكون تعيين الموظف تحت الاختبار لمدة ستة أشهر

Is translated into: “*the employee shall be appointed on a probationary basis for a period of six months*”.

d. **The use of present simple**

The present simple is the most used mode in legal language because it consider appropriate to any time (present, past, future) and refer to general situation. For example

يدفع المستأجر الى المالك عند تحرير هذا العقد الإجار مبلغ تأمين قدره الف ريال سعودي.

“*The tenant pays the landlord upon issuance of this lease contract a security sum of one thousand Saudi riyals*”.

يجوز للمهندس من وقت لآخر مع مراعات ماورد في المادة ٢ من هذا العقد أن يفوض ممثلة بممارسة أى من الصلاحيات والسلطات المنوطة بها (Sabra, 2003 p.50)

“*The engineer may, from time to time, subject to what is stated in Article 2 of this contract, delegate his representative to exercise any of the powers and authorities entrusted to him*”.

e. **Modality**

It is always expressed in sentences with main verb

يجوز – لا يجوز (permitted/not permitted) also by the preposition "على" and "ل" especially to express rights and obligations respectively (Fakhouri, 2008, p. 25-28).

such as:

للحكومة إنهاء هذا العقد بدون إنذار . على الموظف كجزء من مهام وظيفته ان يبذل قصارى جهده - على مجلس الامن وهو يقدم توصياته وفقا لهذه المادة أن يراعي أيضا أن المنازعات القانونية يجب على أطراف النزاع بصفة عامة أن يعرضوها على محكمة العدل الدولية .

“*The government may terminate this contract without notice. The employee, as part of his job duties, must do his best. The Security Council, when it makes its recommendations in*

accordance with this article, must also take into account that legal disputes must be submitted by the parties to the conflict in general to the International Court of Justice.”

1.5.3 Lexis

Emery (1989) Arabic language has specific technical terminology regarding legal texts, just like English, this is what we call 'lexical features'. These lexical features are as follows:

a. Doublets.

To stress on the importance of something and as assertion, Arabic legal language often used doublets, e.g. *“This establishment announces and declares”*

ان هذه المؤسسة تعلن و تصرح

b. Binominals.

According to Emery (1989), in modern Arabic the merging of either antonyms, synonyms, or near synonyms are common. Although this feature is considered stylish it becomes less used in Arabic legal drafting lately. Some examples of binominal are:

عاجلا ام اجل " " sooner or later", ذهابا و ايابا "round trip" - "

c. Descriptive epithets.

It is used as affirmation of noun by modifying it. For example, to put emphasis on the word 'parties' we describe it as 'high', (Emery, 1989): *“The two high contracting parities confirm”*

يؤكد الطرفان الساميان المتعاقدان

In a glimpse of the legal language, it shall evident this language had taken an increasing tendency in its development through linguistic, spatial and time cross- fertilization which this language has permeated and made from it a big balance for man innovated terms and words.

This means that the historical course of the legal language had been cross-fertilized through time and taken a lot like other issues. Naturally; after perusing the characteristics of the legal language we find it has its exclusive features distinguishing it from the other kind of texts from any aspects, i.e. linguistic, methodological aspects and others.

Also; when addressing the Arabic Language and English Language, it shall evident both of them have features but these features completely differ each other. As each one of them has its features in the light of the language, its linguistic structure and linguistic development that each of these two languages has. So; we can understand that the legal language is a specialized language par excellent understood by the specialized people than others. Accordingly; it is worthwhile to discuss it and to take an idea of it in order to re-examine it, conclude several things therefrom and work on developing it to the best.

CHAPTER TWO

TRANSLATION OF LEGAL TEXTS

In this chapter, we will tackle the legal translation and its long history which is full of important evolvments that shaped it to be as see in these days, where we will know the most important elements on which it depended in its emergence and who were its first pioneers, then we will turn to examine its characteristics that are not paid attention by the minds of some scholars, and at later time we will explain what is the purpose of this type of translation whether codified or otherwise. Thereafter, we will study the legal translator and the most important skills he/she must gain to be qualified for translation. Since the study addresses the translation techniques, we identified them to conceive a general idea about them and we have consecrated a special part for the transposition technique to discuss it separately due to that such technique is the subject of the study, where we mentioned some of the theorists who were concerned with it by analysis and studying. At the end of the chapter, we referred to the obstacles that may face any legal translator, no matter how skillful he/she is and this is for several considerations.

2.1 Legal translation

Legal translation is a specialized field. It is not only concerned with legal document translation, but also with law enforcement. In other words, because of the nature of legal language, legal translation invariably determines the impact and outcome of the law.

Whatever legal documents are to be translated, regardless of whether it is court testimony or other contracts and statutes, the translation should be based on legal theory, linguistic theory, and translation theory. (Joseph,1995). As a result, a translator must have a basic understanding of legal language and understand how it affects legal translation.

In this era, where multilingualism and communication have turned into an everyday experience in various domains of life, the role of a translator has grown significantly, particularly in communicating diverse legal systems. "Translation of legal texts leads to legal effects and may even induce peace or prompt a war" (Sarcevic, 2000, 1).

Translation is turned into an essential and mandatory technique of language transmission, as defined by Catford, in a world where social, political, and economic interchange becomes borderless and individuals from all over the world become connected. (1965)

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 the traditional translation straightjacket, the translator is "no longer a passive mediator whose main task is to reproduce the source text" (Sarcevic, 2000, p. 3).

Sarcevic's approach to legal translation is based on modern translation theory, which holds that the target reader is at the center of translation. She contended that because the translation should be reader-friendly, the interpretation of legal text becomes the most important factor. Legally authenticated texts are frequently used by courts in plurilingual jurisdictions.

The strategy is more important than the method of translation in this approach, which means that translation is a product of the translator's perception in understanding and delivering legal text with bilingual or multilingual jurisdiction.

As a result, the only way to ensure an authentic translation is to encourage interaction between translators and the judiciary; thus, the translator will possess not only translation and linguist skills, but also a thorough understanding of law and legal language (p. 1)

Based on the topic of text in SL, legal translation can be divided as follows:

-Translating domestic statutes and international treaties,

-Translating private legal documents;

-Translating legal scholarly journals and publications

-Translating case law Legal

According to the legislation status of the SL, legal translation can also be divided into:

-Translating enforceable law, e.g. - statutes; and

-Translating non-enforceable law, such as Law review (law scholarly publication on array of legal issue)

Last, we can classify legal translation based on the objectives of the legal text in SL:

-Primarily prescriptive. e.g. laws, regulations, codes, contracts, treaties, and convention:

-Primarily descriptive and also prescriptive, e.g. judicial decisions and legal instruments that are used in judicial and administrative procedures, such as action, pleadings, briefs, appeals, requests, petitions etc.

-Purely descriptive, mostly scholarly reviews written by law scholars such as legal opinions, law textbooks, and articles that the leverage of each varies according the applied legal systems (Sarcevic, 1997).

As for Target language, Legal translation can be classified according the purpose of translation of the legal text:

(1) Normative purpose. i.e. the production of equally authentic legal texts in bilingual and multilingual jurisdiction of domestic laws and international legal instruments and other laws.

(2) Informative purpose, for example: the translation of statutes, court decisions, scholarly journal and other types of legal documents as long as the purpose of the translation is to provide information to the target reader.

(3) General legal or judicial purpose (see Cao, 2007).

In sum, legal translation is an expression used to describe the activities that cover both, translation and communication of legal text.

2.2. Historical overview of legal translation

Translation from one legal system into another from one source legal system into the target legal system," according to Sardevic (1997,13). This definition demonstrates that legal translation entails not just translating from one language to another, but also from one legal system to another.

In the United Kingdom and Australia, for example, there are two sorts of lawyers: Solicitors and Barristers. A solicitor is a lawyer who has been trained to provide legal advice to clients and to represent them in lower courts. A barrister is a lawyer who provides clients with specialized legal advice and represents them in both lower and higher courts (Cambridge Dictionary). As a result, legal translators must be familiar with the target language's legal system when translating such words.

Because the fundamental issue of the legal translator is the inconsistency of legal systems, it is vital to grasp those traditions in order to accurately translate the vocabulary of official documents in different legal traditions. According to Alcaraz and Hughes (2002), the ability to translate legal texts is closely connected to the relatedness of the legal systems engaged in the translation.

The Arabic legal system is based on Islamic law, with a civil code added later. The United Kingdom lacks a "written constitution," and its legal system is divided into four sections: statute law, common law, conventions, and works of authority.

Common law, which is made up of rules based on common customs and judicial decisions, has little in common with Arabic civil law, which is made up of statutes. Arabic and English history and tradition also have a lot in common, so the languages of law have been influenced in very different ways. Latin, French, and Norman legal words have their origins in Greek, Anglo-Saxon, and English traditions.

Arabic vocabulary is primarily derived from Islam, with some influence from Arab annexations of Persia during the Caliphate period. The huge contrasts in the histories of Arabic and English law, as well as the resulting terminology inconsistency, illustrate the various difficulties in official translations.

(EL-Farahaty,2008) stated in her book that the English legal discourse can be traced back to Ancient Greece, with philosophers such as Plato advocating for freedom and democracy.

During the invasion of the British Isles by the Celts before the birth of Christ, the first dictionaries were presented in Byzantium to replace Latin with Greek (Mattila, 2006). During the invasion of the British Isles by the Celts before the birth of Christ, England observed the existence of Celtic lawyers (Mellinkoff, 1963)

After the Anglo-Saxons entered England in the fifth century AD, they established laws in their ancient language that were fixed in both meaning and form" (Gu, 2006) *Corpus Juris Civilis*, one of the most influential Roman jurisprudence texts, was translated into various languages with Emperor Justinian's authority after its initial direct translation into Greek.

For that, (Sarcevic, 1997) said that, "not only do the legal systems of western world have their roots in Roman Law, but translation activities under Emperor Justinian also have their mark on the legal translation history (EL-Farahaty, 2008) also mentioned the history of legal discourse in Arabic language in her book, she said that legal translation was basically used for diplomatic purposes.

The first legal text to be translated from one language to other dates back to Babylon (2001 BC) with the establishment of Hammurabi's translation center, the purpose of which was to transfer Hammurabi's laws throughout the kingdom (Mattila, 2006). The peace treaty between the Egyptians and the Hittites, which dates back to 1271 BC, was the first legal text to be translated from one language to another.

Before the advent of Islam, the only recognized law in the Arabian Peninsula was tribal law, which was governed by custom and tribal loyalty. According to (Esposito,1998), the Arabs valued tribal bonds, group loyalty, and solidarity as sources of power for a clan or tribe. Tribal affiliation and law served as a foundation for both identification and safety. In a culture without a central political authority or law, the danger of family or group vendetta, as well as the law of revenge, was critical.

The Holy Qur'an was the Holy Book and the reference for Muslims during the 7th century, and it had two main branches: "beliefs and the Code of Laws," as (Shaltout, 1987) explained: The majority of the regulations that make up the Islamic code are divided into two categories: worship and dealings with the Muslim community, specifically the family. In the Muslim faith, monetary dealings with non-Muslims, both as people and as states, are covered under the title of dealing treaties. After the Prophet Mohammad's hijrah (the Migration of the

Prophet). In 628 (6 AH), Prophet Muhammad signed the Hdaybiyyah Treaty between the Muslims of Medina and the Quraish of Mecca.

Translation flourished in the Arabic tradition throughout the Umayyad Caliphate (661-750), and it peaked during the Abbasid Era. (Steiner, 1998) believed that translation peaked in the 2nd century AD in Alexandria or in the 8th and 9th centuries AD in Baghdad.

2.3 Characteristics of legal translation

2.3.1 Nature of legal discourse

The prescriptive nature of legal discourse, according to several authors, gives birth to legal effects, which gives rise to the particular status of legal translation (Koutsivitis,1988, Gémar,1995). Legal documents are divided into prescriptive and descriptive writings, as well as hybrid texts that serve both roles, according to Sarcevic (1997). (e.g. judicial decisions, appeals, petitions). This definition excludes texts with a primary expressive function. This raises a number of questions. To begin with, it is a tautology to state that legal translation differs from other types of translation because the target text has legal implications: non-legal writings cannot have legal effects by their very nature. If this definition is expanded to include the need that the target book has effects in the particular topic area, then this applies to all special-purpose texts: texts about astrophysics, for example, must have effects for astrophysicists.

Second, focusing on prescriptive materials runs the risk of neglecting the expressive or persuasive role that is inextricably present in rhetorical discourse. True, this function appears mostly in lawyer-to-layperson communication (e.g., counsel addressing a jury), which some theories would not classify as legal discourse. There are, however, examples of persuasive communication amongst lawyers, such as the explanatory sections of a judicial ruling or a scholarly essay outlining why a change is required (or was misguided). In such circumstances, the goal is to persuade rather than to prescribe or describe which is a common function in professional communication (Gile, 1995).

Finally, the prescriptive function can be seen in other special-subject areas: instructions and counsel is prescriptive once readers have "into the contract," symbolized by breaking the seal, if they want the instrument to do its job. In actuality, instructions for using medical equipment, or even a household tool, are both descriptive and prescriptive.

The function of a document is determined by the communicative circumstance, not by its fundamental nature. A statute is prescriptive in the perspective of the citizen who is obligated to follow it, but it is only instructive to anyone who might be interested in it (e.g. a person researching company law with a view to setting up a business). A contract is similarly binding on the parties involved, but only serves as a source of information to a third-party observer who consults it for future reference. Pragmatic considerations, as in other types of communication, are the most dependable way of determining function. The lack of a shared knowledge base or "universal operative referents" (Pelage, 2000) such as the laws of mathematics is one of the most remarkable epistemological aspects of law. It is a mash-up of many systems that have developed independently and are normally restricted to national and linguistic limits (Groffier, 1990). This presents a dilemma for the legal translator in terms of locating culturally bound terms, particularly those relating to concepts, procedures, institutions, and personnel (Weston, 1991, Harvey, 2000). Another reason for legal translation's unique status is its systemic variety (Gémar, 1979)

2.3.2 System-bound discipline

Law is unusual in that it is system-bound, but it is not alone in this regard: religion and political science, which are historically linked to law, are inextricably linked to the concept of systems. Nor are culture-bound concepts unique to the field of law: they pervade literary texts and appear in all fields of knowledge that have not been completely standardized." Given the growing importance of European and international law, it is likely that the law will become increasingly standardized over time(Lavault-Olléon,)

2.3.3. Fidelity

The debate over whether legal translation should be faithful to the "letter" or the "spirit" dates back to the days of the Roman empire, when it was decreed that formal correspondence between source and target text was required to preserve the meaning of both Biblical" and legal documents (Gémar, 1995, Sarcevic ,1997). This was based on the concept that the logos had magical characteristics and that if the language was modified, the incantatory force would be gone. This was mirrored in the insistence on exact language in writs in monolingual legal drafting, failing which they were considered void (Mellinkoff, 1963). Similarly, translators were taught to stick closely to the original text, a practice that persisted until the twentieth century, when the rise of national language consciousness in bi- or multilingual

countries like Switzerland, Belgium, and Canada led to a greater respect for the target language's "genius" (Sarcevic,1997, G mar, 1995)

The definition of authenticity in translation has been substantially refined in recent years (Gile, 1995). "The notion that a legal text has a spirit tends to be understood as a signal that it has a single, fixed meaning fixed by the author, over which meaning the interpreter or translator has no control," Kasirer (2000, p. 66-67) argues, because both options relegate the translator to the role of a passive mediator: "the notion that a legal text has a spirit tends to be understood as a signal that it has a single, fixed meaning fixed by the author. Experts in legal translation now describe fidelity as achieving an equivalent impact on the target reader, which may justify significant alterations to the original language in order to maintain the target legal culture's stylistic standards(Sparer,1979, Covacs,1982) Authors influenced by German-speaking thinkers, notably Vermeer's Skopos theory, which entails faithfulness to the function of the target text rather than the meaning of the source text, urge for functionalist target-oriented legal translation(Garzone,200) As a result, rather than being a "bilingual typewriter" who provides simple linguistic equivalency, the translator becomes a "text maker" (Hmmond,1995)

Sarcevic expands on this concept by proposing a reinterpretation of legal translation. Success is measured in terms of equal legal effects, not formal correspondence between source and target texts, especially when the content is interpreted by the courts. The concept of fidelity is stretched even further in parallel drafting, where there is no original text to translate but an original intent to render in multiple languages: "the translator's first consideration is no longer fidelity to the source text but rather fidelity to the uniform intent of the single instrument, i.e. what the legislator or negotiators intended to say".

This method is also used by Canadian jurilinguists, who believe that formal parallelism is unnecessary due to the equal status of the English and French versions of statutes. Legal translation has thus been brought into line with other types of translation in terms of integrity. Despite these developments by both scholars and practitioners, legal translators are frequently obliged to maintain language authenticity (Gawron, 2000, Kasirer, 2000). The UN Instructions for Translators, for example, state that "fidelity to the original text must be the primary consideration" (quoted by Sarcevic, 1997).

Translators in the United States are also encouraged not to change the length of sentences in order to avoid imposing their own interpretation (Beyer & Conradsen, 1995). This literal

reading of fidelity mirrors the positivist legal interpretation tradition, which maintains that the meaning of a legislative text is "announced" rather than "construed" or "made" by the interpreter (Kasirer, 2000,p.57-59). Court interpreters are reportedly still confronted with a similarly restricted understanding of fidelity (Morris, 1995). Because lawyers are fully aware of the empowering role of language, it is understandable that they are hesitant to allow translators to use the terms of their choice.

2.3.4 Ambiguity and interpretation

Another distinguishing feature of law is that language serves as both the subject of study and the tool of analysis (Legault, 1979). Language isn't just a medium for the lawyer; it's also the "raw material" that needs to be worked on. Law, like politics, ethics, and metaphysics, is a category of knowledge that exists within the sphere of rhetoric: their reliance on natural language causes them to be "rotten with ambiguity" (Raymond, 2000). While most special purpose communication is based on factual knowledge and hence aspires for univocity, ambiguity in legal papers can be purposefully created. It can be used in a contract to reach a compromise (Doonan, 1995) or to generate doubts that one of the parties will later seek to exploit (Doonan, 1995) (Cornu, 1990). In international treaties, ambiguity can be used as a diplomatic tool (Gémar, 1979). In this regard, the legal text is akin to the literary text, in which ambiguity is seen as an essential characteristic that should be preserved in translation rather than a flaw (Posner, 1988, Jolicoeur, 2000).

The problem of ambiguous translation relates to the issue of interpretation. Legal discourse is unique in that disagreements over interpretation are resolved by an official authority (in this example, a court) that enforces a legally enforceable interpretation of a text. Thus, legal communication oscillates between opposing poles: on the one hand, a preference for ambiguity; on the other hand, the fiction of univocal interpretation, which can reveal the legislator's true intention (the notion of authorial intent, long derided as the "intentional fallacy" by literary critics, is alive and well in both translation studies and legal studies. This puts the legal translator in an awkward situation.

Decoding a text is difficult for a lawyer, but it is far more difficult for a translator. It is frequently stressed that the translator should avoid "interpreting" ambiguities, as this is the responsibility of professional lawyers (Lane, 1982, Beyer & Conradsen, 1995). The above-mentioned reliance on literal translation reflects this. It can be countered that translation, like any act of reading, entails interpretation (Gémar, 1995, Kasirer ,2000), and that limiting this

process precludes the translator from generating high-quality work (Gawron,2000). G mar even suggests that legal translators should be taught first and foremost to interpret texts (1995), a view that Sarcevic opposes (1997).

Nonetheless, if legal translators are actually "text producers" working in a dynamic relationship with both the sender and the recipient, they will eventually have to deal with interpretation issues. Perhaps attorneys need to be persuaded that interpretation is a part of creative translation; this would finally release legal translators from the constraints of literal translation. If translators have a strong legal background and work with both sender and receiver, they should be able to read the text as producers and receivers (the final word rests naturally with the judge). «This proactive role is not incompatible with the deliberate ambiguity technique: in fact, it necessitates interpretation to discover ambiguity, determine whether it is deliberate, and choose whether or not to maintain it in the translation.

2.4 Purpose of translation

Although legal text is considered less communicative, as a reason for its style, it is written for specific purposes namely to clarify an idea and to convey information. Since the translation of legal text carries the same purposes, it is important for the translator to understand and accurately present the idea, which can only be achieved by understanding the objectives of the legal text to be translated.

Cao (2007) explained that there are two communicative objectives of legal text as follows:

1. normative objective - prescriptive laws that grant rights and enforce obligations
2. Informative objective - mostly descriptive; scholarly journals, legal reviews and correspondence between lawyers.

It is important to note that the communicative objectives of the SL text and TL text may be differing. Thus for the translation based on the objectives of text in target language Cao stated three categories:

Normative Translation

In this regard, the translated texts have the same legal effect as the original text in SL. This model of authoritative translation is typical to bilingual jurisdiction as the European legislation. These texts may be statutes, directives and regulations or even private documents if they are legally binding.

Informative Translation

In this category, the translated text does not have the same legal effect as the one in SL, since the translation objective is just to provide information. Court decisions and foreign statutes are examples of informative translation.

Translation for general legal or judicial purpose - primarily informative and mostly descriptive. This group includes translation of various records and certificates, witness statements or expert reports used as evidence in court proceedings. Such documents may have legal consequences (e.g. translated and legalized university diploma as job requirement). Some texts that not written by legal professional can be included in this category as long as it legalized.

When clearly determining the objective of the text in SL and the objective of translation, a translator may easily translate the text without facing many difficulties.

2.5 Translation of different types of text

Different sorts of legal texts are involved in legal translation. Private legal documents, state law, and international legal instruments are all examples of common legal text kinds.

2.5.1 Translation of private legal documents

Private legal documents are those that are drafted and used by lawyers in their daily practice on behalf of their clients. They may include deeds, contracts and other agreements, leases, wills and other legal texts such as statutory declaration, power of attorney, statements of claims or pleadings and other court documents and advice from lawyers to clients. The translation of these documents constitutes the bulk of actual translation work for many legal translation practitioners.

Private legal documents are those that lawyers draft and utilize on behalf of their clients on a regular basis. Deeds, contracts and other agreements, leases, wills, and other legal texts such as statutory declarations, powers of attorney, statements of claims or pleadings, and other court papers, as well as legal advice to clients, may be included. For many legal translation professionals, translating these documents makes up the majority of their work.

Word strings, such as limitation, restraint, prohibition, or intervention, change, modification, or alteration, document or agreement as updated, annotated, supplemented, altered, or substituted, arrangements, agreements, representations, or undertakings, are examples of common uses. These collocations are sometimes referred to as wordiness or verbosity.

Another prevalent linguistic element seen in private legal documents is the length and complexity of sentences, as well as the extensive use of passive constructions (Cao, 2007)

2.5.2 Translation of domestic legislation

There are two types of situations in which municipal statutes are translated under this heading. The first type can be seen in bilingual and multilingual jurisdictions where two or more official legal languages are used. Canada, Switzerland, Hong Kong, and South Africa are just a few examples. The second sort of translated legislation can be found in any monolingual country where its laws are translated into a foreign language or languages for the purpose of information, such as the United States and China.

Modern statutes, in general, have a generic structure and uniform form that includes the following elements:

- Title
- Date
- Preamble
- The enacting words
- Substantive body: the parts, articles and sections
- Schedules or forms

Illocutionary force is a prominent linguistic element of legislative writings. As a rule-enacting document, a legislative text is a speech act with illocutionary forces (Kurzon, 1986). For both domestic or local statutory instruments and multilateral legal instruments, this pragmatic element is a crucial and noticeable linguistic aspect of statutes.

It is universally significant because the basic goal of law is to regulate human behavior and relationships in society by establishing obligations, permissions, and prohibitions. These are represented in English by using words like 'may' to bestow a right, privilege, or power, shall to impose a responsibility to do something, and shall not 'or' may not to impose an obligation to refrain from doing something.

2.5.3 Translation of international legal instruments

A unique area of legal translation practice is the translation of legal instruments in international or supranational organizations such as the United Nations (UN) and the European Union (Cao, 2007) Multilingual publications, such as UN international instruments including several languages, and bilateral treaties involving two languages are examples of translational efforts. The translation of international legal papers, as opposed to domestic legislation, has its own quirks and shares the same qualities as translating law in general.

The idea of equal authenticity, which states that all official language texts of an international treaty, whether translated or not, are equally valid and have equal legal effect, is a fundamental premise in the practice of multilingual law. The significance placed on the notion of equal authenticity, as previously stated, was meant to confer undeniable authority (Sarcevic, 1999)

2.6 Legal translator

Translation is a sort of communicative use of language that necessitates a translator to have proficiency in two languages, the SL and the TL. While Legal translation necessitates a certain level of legal knowledge in addition to language proficiency. Many people have different ideas about what the ideal legal translator should be like. Sarcevic (1997, quoted by Cao 2007) believes that the legal translator's competence requires complete comprehension of legal terminology, a thorough understanding of legal logic, the ability to solve legal problems and to analyse legal texts in order to pinpoint the objectives of the translation and to anticipate how the court will interpret and apply that text. While Weisflog (1987, quoted by Cao 2007) desires the legal translator to be well-versed in the field of law as well as the laws and legal systems of the SL and TL countries.

One might wonder if such ideal translators exist. However, one very crucial factor is mentioned by the two theorists above, which is an understanding of the law and language proficiency.

A translator of medical science texts, for example, can do the translation with only a cursory awareness of the subject and a working knowledge of the terminology. While, if the translator of legal text does not have knowledge of both the SL and TL legal systems, he/she may be lost. I agree that a qualified legal translator must meet Smith's three requirements (1995, 161,

as quoted by Cao 2007), which are: a basic understanding of legal systems; basic knowledge of legal terms and vocabulary; and skill in the TL-specific legal writing style.

The question therefore becomes whether a translator without a legal education can even translate legal texts. The problem is that knowing Czech law does not imply knowing English law, and vice versa.

2.6.1 Legal translator characteristics

Over the last few years, the demand for legal translators has skyrocketed. The demand for translators capable of working in the legal professions has continued to grow as more people visit from other countries (Jilio-Ryan, 2019). Individuals who understand multiple languages can often develop a lucrative profession translating for courts and attorneys with the right training.

A legal translator should have the following qualities and skills:

A Basic Understanding of the Legal System

A person who wishes to work as a legal translator must have a solid understanding of the legal system. This requires an awareness of the processes involved in various sorts of cases as well as the ability to work in various areas of the legal industry.(Jilio-Ryan, 2019) Understanding what an attorney requires as well as what is expected of them in a judicial situation is critical. Able to maintain the Integrity of the Piece as It Is Being Translated

The capacity to deliver an exact and full translation from one language to another is one of the most crucial features of translation. It is critical that the questions or statements be repeated exactly as they were said.(Jilio-Ryan, 2019) Natural born speakers of a language are frequently more proficient in this area, but individuals who put in the effort to master the intricacies of a language can become just as proficient.

Years in the Legal Field

Having several years of experience as a legal translation is tremendously advantageous. This gives the learner a basic understanding of the law and how it applies to specific situations.

(Jilio-Ryan, 2019) Someone with legal expertise will be able to bear the pressure and stress of some scenarios that would be difficult for someone who has never worked in the industry before.

Progressed Language Knowledge

A legal translator should have a language-specific skill-set that includes a deep understanding of their native language, and should have the same level of authority with the second language as the original text. (Jilio-Ryan, 2019) To be a good legal translator, one needs to understand the difference in meaning, expression, or tone. They should be able to fluently speak and understand the language of their source.

Excellent Writing Skills

To be a good legal translator, you need to have a strong writing ability. Having a large legal vocabulary can be an asset when translating legal documents. (Jilio-Ryan, 2019) They are always required to write clear and correct legal translations.

Legal Knowledge & Experience

To be successful in this role, you will need a high level of understanding of legal matters and legal systems from at least two different countries. (Jilio-Ryan, 2019) A legal translator should have a thorough knowledge of specific legal systems, such as federal and state statutes, civil laws and criminal laws. The legal translator must be able to understand legal jargon and make sure that the meaning of the text remains unchanged after translation.

2.7 Legal translation techniques

2.7.1 Literal translation

This happens when source material is "word-for-word" translated into destination text. Literal translation is most typically utilized between languages of the same family and culture, according to Vinay and Darbelnet, who provide examples.

2.7.2 Borrowing

A word from the source text is immediately transferred to the target text, i.e. a word is taken from another language and used in the target text in its original form. To fill a semantic gap

in the target text, this strategy is employed in English and other languages. The words *light*, *software*, *hardware*, *marketing*, *merchandising*, and *fitness* are some of the most prevalent and regularly used examples of borrowing from the English language in Spanish.

2.7.3 Calque

Calque is a term or phrase from another language that has been translated and assimilated into another language. Calque is a unique type of borrowing, and it has the same impact on cultural integration as the borrowing method stated earlier. However, this technique can sometimes make it difficult to convey messages in the TL.

2.7.4 Transposition

It is the very first method of oblique translation. Transposition is a grammatical operation in which a word class from one section of the speech is replaced with another without affecting the original message. Translators often modify the word type without realizing it, such as verbs for nouns or nouns for prepositions. The transposed sentence loses its original value stylistically, but the meaning remains the same.

2.7.5 Equivalence

Vinay and Darbelnet coined this phrase to describe situations in which languages utilize diverse stylistic or structural approaches to depict the same situation. In the target text, an utterance from the source text is replaced with one that performs the same pragmatic function but differs in form and meaning. This method is frequently used to translate idioms, proverbs, and animal sounds onomatopoeia.

2.7.6 Modulation

This method of translation involves changing the form of the original message by changing the point of view without changing the meaning. It basically signifies a shift in perspective: the translator employs a different phrase in the source and target languages to convey the same meaning. This technique necessitates a change in the source language's semantics as well as its point of view. Transposition is acceptable in situations where a literal or transposed translation in the target language sounds improper, unidiomatic, or awkward, despite the fact that the result is grammatically correct.

2.7.7 Adaptation

This term was introduced by Vinay and Darbelnet to describe a translation strategy that entails changing the cultural reference when the source text's cultural-specific peculiarities do not exist in the target culture and must be replaced by other cultural-specific peculiarities appropriate to the target text. Vinay and Darbelnet use the cultural connotation of sport games in different countries to demonstrate this strategy.

2.8 Legal transposition technique

The replacement technique has emerged as a good alternative to many obstacles during the translation of legal documents and has been widely employed by translators. This technique had different perspectives among translation theorists, and each theorist had analyzed it in a different way than the other, especially in terms of its types. Perhaps the most prominent of these are Vinay and Darblent, Catford and Newmark, who explained the details of this technique according to his own perspectives. Therefore, we would like to highlight those perspectives of each of the three aforementioned along with some examples illustrating each concept separately; notwithstanding, there is consensus on the importance of this technique in translating the legal text which remove many structural intersections between two different languages.

2.8.1 Transposition from different perspectives

2.8.1.1 Vinay & Darbelnet Prespective

As previously stated, transposition is the process of replacing "one word class with another without affecting the message's meaning" (Vinay and Darbelnet, 1995, p. 36). There are two sorts of transposition, according to Vinay and Darbelnet: mandatory and voluntary. These kinds of transpositions have to do with the servitude and possibilities they afford. According to Jeremy Munday, servitude refers to "obligatory transposition" that occurs "because to a difference between the two language systems," while choices refer to "non-obligatory modifications that arise due to the translator's own style and preferences" (2001, p.59). According to Vinay and Darbelnet, the translator's job is to "select from among the various possibilities to portray the intricacies of the message" (1995, p16). The following example,

given by Ahd Shawkat Shol in his essay literary translation between theory and practice, shows an obligatory transposition:

He merely nodded

اكتفى بالإيماء

In this example the verb nodded is translated into adverb إيماء and the adverb merely into the verb
اكتفى

The translators' optional transposition may be the only way to acquire the exact message and avoid over translating. For instance:

As soon as he gets up فور استيقاظه or ما ان استيقظ

The transformation of the verb into a noun in this example demonstrates optional transposition. These modifications in the translated text include a degree of explicitness of meaning, which refers to Blum-concept Kulla's of Shift in Level of Explicitness, which is the result of changes in structure and how the translator integrates sentence elements (2000).

According to Jeremy Munday (2000), Vinay and Darbelnet's work served as a springboard for numerous thinkers. By employing Vinay & Darbelnet's translation processes, he used their work as the foundation for his further case studies. Munday (2000) further demonstrates that the techniques are used to fine-tune the "referential and emotive meaning in order to successfully transmit it to the target reader.

2.8.1.2 Catford Perspective

From Catford's perspective, the concept of transposition is regarded as a "shift." "Departures from formal correspondence in the process of migrating from the SL to the TL," he describes it (1965, p.73). He divides the changes into two categories: level and category shifts (1965). According to him, level shift occurs when an SL item at one linguistic level has a TL translation counterpart at a different linguistic level, but category shift occurs when translation departs from formal correspondence (1965). Any category in the target language that is said to occupy the same place in the target language system that the provided source language category is said to occupy in the source language system is referred to as formal correspondence (Catford, 1965).

Structure shifts, class shifts, unit shifts, and intra system shifts are all included in the category shift. The change in word order in a sentence is referred to as structure shift. When the translation equivalent of a source language item belongs to a different class than the original item, class shift occurs. The term "unit shift" refers to shifts in rank; in other words, it refers to deviations from formal correspondence in which the translation equivalent of a unit of one rank in the source language is a unit of a different rank in the target language (Catford. 1965). Intra-system shift refers to changes that occur within the system; that is when the source and destination languages have systems that are almost identical in terms of structure, yet translation requires the use of a term that does not exist in the target language system (catford, 1965).

2.8.1.3 Peter New-mark Perspective

Transposition, according to Peter Newmark, is a translation technique that entails a change in syntax while moving from SL to TL. "The only translation method involved with grammar is transposition," he claims, "and most translators make transposition intuitively" (1988, p.88). There are four different types of transpositions, according to him:

The first one is concerned with the shape and placement of words. In French, form change refers to the transformation of plural forms into singular forms and vice versa; for example, furniture is rendered as des meubles (New-mark, 1988). Position change, on the other hand, refers to a change in the sequence of words, such as red car سيارة حمراء

When the TL does not have the same grammatical structure as the SL, the second type of transposition is used (Newmark, 1988, p.8). In this case, the translator turns to various choices to aid in the transmission of the ST meaning (Zakhir.n.d). Consider the following example:

ST: terrorizing civilians..."

TT: The subordinate clause: 'si vous terroriser les civils..... TT: The verb-noun: 'le terrorisme contre les civil.

"The one where literal translation is grammatically possible but may not fit with the natural usage in the TL," Newmark says of the third type (1988, p.8)

ST: D'une façon cruelle

TT: Creully

The fourth type arises when a translator employs the SL's grammatical structure to bridge a lexical gap between the two languages (Newmark. 1988, 8). Consider the following example:

ST: Après sa sortie.

TT: After he'd gone out.

According to Walter Benjamin, a translator must consider not just the lexical unit of the phrase, but also the syntax and grammar. "When you look at a sentence in terms of words, you look at it not just in terms of specific words, but also in terms of grammatical links between those words," he says (2000, p.87) He is interested in the relationship between words and sentences, as well as the relationship between syntax and meaning. These questions, he believes, should be answered by the translator while he is doing his job. Are they compatible with each other, and if so, how? Is one in charge of the other? Is one supporting the other?

2.8.1.4 The Special Case of Transposition

Transposition, as previously said, refers to changes in grammatical classes such as verb to noun, noun to adjective, and so on. This approach involves two unique procedures: addition and omission translation and criss-cross transposition, commonly known as double transposition.

2.8.1.5 Criss-cross transposition

" The change of grammatical class combined with a syntactic inversion" without changing the meaning is known as criss-cross transposition (Traductology. n.d). According to H  l  ne Chuquet, the criss cross transposition process is used most often in the translation of English phrases, verbs, particles, and prepositions. She adds that in English, criss-cross is more appropriate for phrasal verbs. For examples:

It will wash out	➡	هذا موجه للغسيل
Mary swam across the river	➡	قطعت ماري النهر سباحة
The bird flew into the room	➡	دخل العصفور الغرفة محلقا
He kicked the door shut	➡	اغلق الباب بركلة

2.9 Difficulties of legal translation

Translation entails much more than merely taking a text written in one language and transforming it to another. The translator must have a thorough understanding of the legal systems referred to in order for it to make sense and flow in a clear and correct legal language. To undertake specialist translations in the legal field, it is simply not enough to be fluent in two languages. Specialized legal knowledge is a must-have that requires years of study.

When translating, a variety of talents are required, and legal documents, in particular, place a high demand on the translator. When translators are handed a legal project, they frequently confront serious difficulties. There is simply no room (J) for error with such texts: even minor errors might have disastrous implications and cost the client a lot of money.

2.9.1 Challenges in Legal Translation

Most of the problems and complications involved in legally translating a document are due to the nature of legal language and legislation. Because each country has its own legal system and legal terminology that must be appropriately represented in the target language of the translation, legal translation is a challenging niche within the translation profession. Furthermore, accurately referring to and explaining the two legal systems, as well as the basic linguistic and cultural distinctions between the societies of the two languages, makes the legal translator's job more difficult. (Adam, 2020)

Legal systems reflect the cultures in which they were created, and each society is constructed on its own set of social, cultural, and linguistic structures. In other words, a country's law and legal language reflect the country's overall legal system, which in turn reflects the country's history, culture, and evolution. The inconsistency of the two legal systems to which legal translation relates is at the heart of the difficulties encountered when translating a legal document (Adam, 2020)

2.9.2 Difference in terminologies:

The legal terminologies in the source and target languages frequently differ greatly, which is a common challenge for legal translators. When translating, the translator must compare the two legal systems of the two languages he is working with on a regular basis (Adam, 2020)

2.9.3 Cultural differences

A country's legal language and culture are reflected in its legal language. The legal translator must be aware of the cultural distinctions between the legal systems of the two societies he is translating for (Adam, 2020)

2.9.4 Legal Style

All legal languages are distinct languages in and of themselves, each with its own style influenced by the respective country's legal traditions and culture (Adam, 2020)

2.9.5 Degree of Difficulty

The complexity of translating a legal text is determined by the legal systems to which the source and target languages correspond, as well as the nature of the target and source languages. Legal translations are more difficult than other sorts of translations in some aspects, although the translator's specialization should be appropriate for the project at hand. Children's literature and movies, for example, necessitate a different set of skills than legal translations. The difficulty of a legal translation, for example, could relate to:

- Two legal systems communicating in similar legal languages could result in a simple translation.
- Two similar legal systems conveyed in two different legal languages, resulting in a not-too-difficult translation.
- Two fundamentally different legal systems with two nearly related legal languages. The translator would have a lot of trouble with such an assignment.
- Two legal languages and systems are completely unrelated.
- For a legal translator, combining two cultures and languages is the most difficult task.

-In other words, the difficulty level of a legal translation is entirely determined by the degree of affinity between the relevant legal systems and the source and target languages (Adam, 2020)

After having a glance concerning legal translation history, we arrive to the conclusion that legal translation has been through a long process to adjust with time changes need. Legal translation has helped the societies in the legislation of law, in the liberating of contracts, covenants and treaties domestically and internationally, in the East or in the West. Law practitioners, magistrate and lawyers have taken advantages from legal translation in many sectors not just politically and economically.

Those who mean and dealing with legal translation aware of its characteristics that differ from other translations, from the regard of the text, the content, law enforcement, integrity, ambiguity and interpretation. Thus the objectives of legal translation in general are to grant the legal effect which means the law enforcement of the translated text as in its source language, with attention to its underlying frameworks. Secondly, to take into consideration that legal translation is a type of translation that aims to deliver certain exact message to target reader (informative and normative purposes), for example the translation of private documents, national or international and other documents.

Translation has introduced many different techniques to be used in the translation process that resume the idea of the original text and provide an accurate translation. Some of these techniques are Calque -Borrowing - Literal translation- Transposition- Equivalence- Modulation- Adaptation-

These techniques helped the translator in generating main information in the original text and make a translation that best meets the goal.

Transposition technique is the most suitable for legal translation because it provides solution to many problems that a translator may encounter. Although this technique helps and provide solution to many translation problems. There are always difficulties that remain and the translator have to cope with such as the legal terminology that differ according to each country and each background, also the differences in writing and phrasing between source language and target language.

CHAPTER THREE

(PRACTICAL)

In this applied chapter, Firstly, we will define the agreement in general, flashing its characteristics and stages, then we will get the strategic cooperation framework agreement, where we will state on it in terms of its definition, number of pages, year of issuance, content of its chapters, and so on of other details. Then we will extract all cases of transportation technology existing in a part of the agreement and included it in a table to be easy to discover. At the last stage of this chapter, we will elect samples of the transportation technique in the two languages and compare them in terms of the nature of the change, then explain this change in a purely linguistic way, whether in Arabic or English Language. At last It remains for us to inquire about the reason for this change in the linguistic category and to showing that it is not go into the meaning when translating it to the target language. For this purpose, we select ten samples, with which we concluded that the transportation technique is the one which used widely in this agreement

3.1-corporus

3.1.1 Definition of Agreements

They are agreements concluded by countries, so they are called an agreement depending on the importance of what was agreed upon, its scope, and the number of participating countries. It is held with simple, not pro-longed or complex procedures, as it is held with only two stages: negotiations and signing without the need for higher ratification, as it is binding on the state by mere signing only, but the simplicity or complexity of the procedures does not affect the mandatory characteristic of international agreements. It is simple and may be lengthy, and the international obligations of the agreement arise from both simplified agreements and treaties, bearing in mind that the agreement is an American experience that does not need to be presented to the Senate, which is authorized to approve international treaties, and is held by foreign ministers and diplomatic representatives without the intervention of the head of state. It is committed by the executive branch as soon as it is signed on the basis of a prior authorization from Congress, or it falls within the authorized office of the President of the Republic

The difference between international agreements and treaties relates only to the method of concluding the agreement and its entry into force, so the rules regarding the validity, enforcement, effects, application, interpretation, and termination of treaties apply to all international agreements, whether they are treaties or agreements, and thus the agreements concluded between persons of international law differ in terms of the formalities required, on the basis of which a distinction is made between treaties in the strict sense and in which ratification and publication are required in addition to negotiation, editing and signing, and agreements that do not require the same formal procedures, but are sufficient for their enforcement merely by signing them after negotiation(Karim and Fahdaoui,2018)

International agreements are characterized by several advantages, most importantly:

It is held with simple and not pro-longed procedures.

It is held in only two stages, namely the negotiation and signing phase.

It comes into force as well as it is signed (Karim and Fahdaoui,2018)

The multiplicity of its documents may be in the form of exchanging books or exchanging notes, or in the form of statements that record what has been agreed.

Negotiation stage:

The agreement is a binding international legal action, so it goes through the stages of negotiating the treaty itself, but at a negotiating level that is narrower than the treaty, as this negotiation reaches its highest level at the level of the Minister of Foreign Affairs or less because the head of state or the head of government are excluded from the possibility of negotiation according to the legal formality of the agreement Which does not require ratification, whether the ratification of the Speaker of Parliament or the Head of State. In other words: The negotiators of the agreement must take into account the legal negotiating procedures stipulated in the treaty but at the level of the Minister of Foreign Affairs or less, which we have explained above in the folds of this research.

Signing stage

This stage is one of the important stages in any kind of international agreement, whether it is a treaty or agreement. The authorized body to do the final signing, which is here, is the Foreign Minister of the state. Of course, by following the legal procedures required to sign the treaty, which we have explained earlier (Karim and Fahdaoui,2018)

3.1.2 Definition of corpus (SFA Agreement)

The Strategic Framework Agreement (SFA) is an agreement signed on November 17, 2008 and entered into force on January, 2009. It was between Iraq, represented by the Minister of Foreign Affairs, Mr. Hoshiyar Zebari, and the United States, represented by Ryan Crocker, the American ambassador in Baghdad.(Malayka,2011) It was signed as a memorandum of understanding between the two countries for cooperation in many fields in order to help Iraq overcome the obstacles after the US invasion in 2003.The agreement consists of eight pages in a separate file. It contains eleven sections and fifty-three articles with English and Arabic versions.

Preamble: five articles

Section I : principles of cooperation: four articles

Section II : political and diplomatic cooperation: three articles

Section III: defense and security cooperation: three articles

Section IV: cultural cooperation: seven articles

Section V: economic and energy cooperation: fourteen articles

Section VI: Health and environmental cooperation: five articles

Section VII: information Technology and communications cooperation: three articles

Section VIII: three articles

Section IX : joint committees: three articles

Section X: implementing agreements and arrangements: one article

Section XI: final provisions: four articles

The last page contains the signature of the parties.

3.1.3 Analysis of corpus

After obtaining a copy of the Strategic Framework Agreement in the English language and its counterpart in Arabic, we read all the content in both versions and then extract the transposition technique used in the Arabic language. Accordingly, we make a comparison between both versions to identify the extent to which such technique is used in the aforementioned agreement and peruse the most used transposition forms, based on samples of the clauses of the agreement, and this will be represented in tables in which we display the English paragraph containing the word in question as an indicator against the corresponding word in the Arabic language on the opposite side with a comment below each table, indicating the elements to which the transposition technique is applicable, together with its form and nominations. It is worth mentioning that we will focus on all transposition forms that we may encounter during the analysis. We will, of course, focus on a specific form that will be predominant over the remaining ones. Here is the analysis of word class changes has found in the Arabic version of Strategic Framework Agreement:

Preamble:

ST	Class	TT	Class	Class change
(sample1) Affirming the genius desire. -Ensuring Maintaining	Gerund	إذ تؤكدان الرغبة الصادقة..... -تعزيز -المحافظة	فعل	From gerund into Verb -From gerund into noun
(sample2) To establish To support To build -Existed -....., Based on the principle of equality	Verb (Infinitive) Verb	إقامة دعم بناء -عن الوضع الذي كان قائما -وصداقة طويلة الامد استنادا الى المساواة	اسم -خبر كان - مفعول لأجله	From Verb(Infinitive) into noun -From Verb into predicate - verb into causative object
(sample3) Consistent with the Declaration of Principles of cooperation... - Is fundamentally different	Adjective Adjective	و تماشيا مع اعلان مبادئ علاقة التعاونيختلف اختلافا	مفعول مطلق لفعل محذوف مفعول مطلق	From Adjective into cognate/absolute object From Adjective into cognate/absolute object
(sample4) in particular that the threat to international peace and security Posed by the Government of	Passive voice	و لا سيما الخطر الذي تشكله حكومة العراق....	المبني للمعلوم	From Passive voice into Active voice

Iraq				
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Section 1: principles of Cooperation

ST	Class	TT	Class	Class change
(Sample1) Recognized To settle	Verb	تلبية تسوية	اسم	Verb into noun
(Sample2) For Achieving	Gerund	لتحقيق	اسم	From gerund into noun
(Sample3) Of the sovereign Government of Iraq	Adjective	حكومة العراق ذات السيادة	اسم	Adjective into noun
(Sample4) For Attacks	Noun	لشن هجمات	اسم + اسم	From Preposition+ noun into verb+ noun

Section 2: political and Diplomatic Cooperation

ST	Class	TT	Class	Class change
(Sample1) Improve Support Enhance To protect To harm	Verb Verb (Infinitive)	تحسين دعم تعزيز حماية الحاق الضرر	اسم	From Verb into noun From verb (Infinitive) into noun

Section 3: Defense and Security Cooperation:

ST	Class	TT	Class	Class change
<p>(Sample1) Contribute To deter To foster</p>	<p>Verb Verb (Infinitive)</p>	<p>المساهمة على ردع كافة التحديات تنمية</p>	اسم	<p>From Verb into noun Verb (Infinitive) into noun</p>
<p>(Sample2) Such security and defense cooperation shall be undertaken Pursuant to the agreement</p>	Adverb	<p>ويتم هذا التعاون في مجالى الامن و الدفاع وفقا للاتفاق</p>	مفعول لأجله	<p>From adverb into causative object</p>

Section 4: cultural Cooperation:

ST	Class	TT	Class	Class change
<p>(Sample1) Promote Strengthen Facilitate Protect To enhance To preserve Rehabilitate assist</p>	<p>Verb Verb (Infinitive)</p>	<p>تشجيع تعزير تسهيل الحفاظ تفعيل حماية اعادة تأهيل مساعدة</p>	اسم	<p>From verb into noun Verb (Infinitive) into noun</p>
<p>(Sample2) Recovering and restoring</p>	Gerund	استعادة و ترميم	اسم	<p>From gerund into noun</p>

Section 5: Economic and Energy Cooperation

ST	Class	TT	Class	Class change
(Sample1) To cooperate Support To invest Maintain Promote To increase Export-import Reinforce To develop To reconstruct Urge To contribute Facilitate Work To help Encourage To enhance To modernize	Verb Verb (Infinitive) into noun	التعاون دعم استثمار ادامة تشجيع زيادة تصدير و استيراد تعزيز تنمية اعادة بناء حث المساهمة تسهيل العمل مساعدة تشجيع تحفيز عصرنة	اسم	From verb into noun
(Sample2) Continuing Increasing Encouraging Facilitating	Gerund	استمرار زيادة تشجيع تسهيل	اسم	From gerund into noun

Section 6: Health and Environmental Cooperation

ST	Class	TT	Class	Class change
(Sample1) to improve protect to cooperate support strength to train encourage to promote facilitate to help maintain	 Verb Verb (Infinitive)	تحسين حماية التعاون دعم تعزيز تدريب تشجيع تشجيع تسهيل مساعدة اقامة	 اسم	 From verb into noun Verb (Infinitive) into noun
(Sample2) Protecting Preserving Improving Developing Encouraging	 Gerund	الحماية المحافظة تحسينها تنميتها تشجيع	 اسم	 From gerund into noun

Section 7 : information technology and communications Cooperation

ST	Class	TT	Class	Class change
(Sample1) To improve Promote To cooperate Support Exchange	 Verb	تحسين تشجيع التعاون دعم تبادل	 اسم	 From verb into noun

(Sample2) Liberalizing	Gerund	تحرير	اسم	From gerund into noun
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Section 8: law Enforcement and judicial Cooperation

ST	Class	TT	Class	Class change
(Sample1) To improve Promote To cooperate Support Enhance To address	Verb Verb (Infinitive)	تحسين تشجيع التعاون دعم تعزير مواجهة	اسم	From verb (Infinitive) into noun
(Sample2) Continuing	Gerund	استمرار	اسم	From gerund into noun

Section 9 : joint Committees

ST	Class	TT	Class	Class change
(Sample1) Develop To establish To promote To assist To reach Include Propose monitor To assist	Verb Verb (Infinitive)	تطوير تأسيس تشجيع المساعدة الوصول اشراك اقتراح متابعة مساعدة	اسم	From verb into noun Verb Verb (Infinitive) into noun
(Sample2) Executing	Gerund	تنفيذ	اسم	From gerund into noun

(Sample3) Periodically Regularly	Adverb	بصفة دورية بصفة منتظمة	نعت	From adverb into adjective
(Sample4) Relevant The agreed	Adjective	ذات العلاقة المتفق عليه	اسم اسم	From adjective into noun
(Sample5) Disputes that may arise under this agreement	Preposition	تتم تسوية الخلافات التي قد تنشأ بمقتضى هذه الاتفاقية	اسم	From preposition into noun

Section 10: implementing agreements and arrangements:

ST	Class	TT	Class	Class change
(Sample1) To implement	Verb Verb (Infinitive)	تنفيذ	اسم	From verb (Infinitive) into noun

Section 11 : final provisions

ST	Class	TT	Class	Class change
(Sample1) to bring to terminate	Verb Verb (Infinitive)	تنفيذ انهاء العمل (criss-cross transposition)	اسم	From verb(Infinitive) into noun

<p>(Sample2) -Following an exchange of diplomatic notes confirming that... - Following an exchange of diplomatic notes</p>	<p>Gerund</p>	<p>بعد تبادل المذكرات الدبلوماسية المؤيدة... -بعد تبادل المذكرات الدبلوماسية.</p>	<p>نعت ثاني - ظرف زمان</p>	<p>From gerund into adjective - From gerund into adverb of time</p>
<p>(Sample3) Equally</p>	<p>Adverb</p>	<p>يتساوى</p>	<p>فعل</p>	<p>From adverb into verb</p>
<p>(Sample4) All cooperation under this agreement...</p>	<p>Preposition</p>	<p>يخضع كل تعاون بموجب هذه الاتفاقية...</p>	<p>اسم</p>	<p>From preposition into noun</p>

Note: it shows that the changing form verb to noun is the most dominant form in the Arabic version of the Agreement.

ملاحظة: تم تصنيف الكلمات على حسب موقعها في الجملة.

3.1.4 Samples analysis

We try to select one sample of each transposition form existed in the agreement, indicate the class change positions and why these form was transposed

Sample 1

Transposition form : preposition preposition into noun	
ST	TT
Point for attacks against other countries	منطلقاً أو ممراً لشن هجمات على بلدان أخرى

Analysis

In the ST, the word “for” is in preposition class. In the TT the translator changed it into noun class “لشن”. Therefore, in translation technique, this change class from preposition into noun is considered transposition technique. Although there is change in words class, the meaning and the objective to be conveyed in ST still existed in TT, and that’s what the hypotheses call for by using transposition.

Why this form was transposed?

In arabic, « المضاف ال modaf » followed by « المضاف اليه al modaf ilayh ». Because the translator added "لشن" which is “المضاف ال modaf” that needs “المضاف اليه al modaf ilayh” هجمات. This obligation system make the transposition technique mandatory. it is mentioned that "لشن", which its “المصدر Almasdar” is “الشن al shan”, is noun here because it is attached by حرف الجر preposition "اللام".

Sample 2

Transposition form : adverb into adjective	
ST	TT
Consult regularly to promote the most effective implementation of this agreement	..التشاور بصورة منتظمة من أجل تشجيع أكثر السبل فعالية لتنفيذ هذه الاتفاقية.

Analysis

In the ST, the word “**regularly**” is in adverbs class. In the TT the translator changed them into adjectives class “**بصفة منتظمة**”. Therefore, in translation technique, this change class from adverb into adjective is considered transposition technique

Why this form was transposed?

The first remark that the units order in sentence cannot be the same in the both languages because of constraints of each language. Consequently, the arabic sentence order “**حكومة العراق المنتخبة**” make the word “**المنتخبة**” in adjective position (**الصفة تتبع الموصوف**) .the need of adjective to its substantive is obligatory to complete the structure and clarify the meaning. Therefore, we are talking about mandatory transposition.

Sample 3

Transposition form : gerund verb into noun	
ST	TT
To assist Iraq in recovering and restoring its smuggled aircrafts	مساعدة العراق في استعادة وترميم آثاره المهرّبة

Analysis

In the ST, the words “**recovering and restoring**” are in gerunds class. In the TT the translator changed them into nouns class “**استعادة و ترميم**”. Therefore, in translation technique, this change class from verb into noun is considered transposition technique. In this sample, it should be noted that this change in class did not negatively affect the meaning to be conveyed from ST into TT.

Why this form was transposed?

The use of the preposition “**في**” before the nouns, which are gerunds in ST, allows to arabic translator to change from gerund to noun because that preposition of arabic can introduce the noun and the noun has signification more rhetoric than the signification of “**المصدر Almasdar**”. He can also use “**أن المصدرية an Almasdaria**” before them **أن يستعيد وان** .there is optional transposition because of available choices.

Sample 4

Transposition form : gerund into verb	
ST	TT
Affirming the genius desire to establish a long term cooperation and friendship	إذ تؤكدان الرغبة الصادقة لبلديهما في إقامة علاقة تعاون وصدافة طويلة

Analysis

In the ST, the word “**affirming**” is gerund which is compound of verb+ ing while it is replaced In the ST by other class which is verb “إذ يؤكدان». It should be noted that this change in class did not negatively affect the meaning to be conveyed from ST into TT, and that is what the hypotheses referred to by using transposition technique in TT.

Why this form was transposed?

The Arabic translator began with "إذ" because it works as adverb "حين" and confirm the condition "إقامة علاقة صداقة" to achieve the aim "إقامة علاقة صداقة".So, "إذ ظرفية شرطية, ida darfia chartia." However, he is not obliged to use it only because there many expression can replace it: "تأكيد منهما".furthermore, the transposition is optional.

Sample 5

Transposition form : adverb into noun	
ST	TT
All cooperation under this agreement	يخضع كل تعاون بموجب هذه الاتفاقية لقوانين وتعليمات البلدين

Analysis

In the ST, the word “**under**” is in prepositions class. In the TT the translator changed it into noun class “بموجب”.Therefore, in translation technique, this change class from preposition into noun is considered transposition technique. This alignment of meaning between ST and the TT allows confirming the hypotheses point that the use of transposition serves this balance

Why this form was transposed?

With adding the preposition "ب" to the noun "موجب" , the preposition connect with the structure "التعاون" with the next structure such "هذه الاتفاقية" as a way of attachment and accompanying which make the transposition mandatory.

Sample 6

Transposition form : adverb into verb	
ST	TT
Each text being equally authentic	ويتساوى النصان في الحجية القانونية

Analysis

In the ST, the word “**equally**” is in adverbs class. In TT, the translator changed that adverb into verb class «يتساوى». Therefore, in translation technique, this change class from adverb into verb is considered transposition technique. In this sample, it should be noted that this change in class did not negatively affect the meaning to be conveyed from ST into TT.

Why this form was transposed?

Because this fragment is the last line in that agreement, the Arabic translator use the verb "يتساوى" to signify the cloture ,sentencing and confirming of text. It is mentioned that there are many expression can replace that verb such as "النصان متساويان".Furthermore, the transposition is optional.

Sample 7

Transposition form : adjective into noun	
ST	TT
Develop the agreed upon objectives	وتطوير الأهداف المتفق عليها.

Analysis

In the ST, the word “**the agreed**” is in adjectives class. In the TT the translator changed them into nouns class “ذات العلاقة، المتفق عليه”. Therefore, in translation technique, this change class from adjective into noun is considered transposition technique.

Why this form was transposed?

In this sentence we have formal equivalence of the adjective “**agreed**” which is “المتفق عليه”. The Arabic translator has one choice. So, mandatory transposition has been noted.

Sample 08

Transposition form : adjective into absolute object	
ST	TT
The situation in Iraq is fundamentally different.	بأن الوضع في العراق يختلف اختلافاً أساسياً

Analysis

The words of ST « **different** » is classified as adjectives, but In the TT these adjectives replaced by other words which they have not the same class on ST one. “**different**” is replaced by "اختلافاً" which is absolute object (مفعول مطلق **ma'foul motlak**). Therefore, in translation technique, this change class from adjective into absolute object is considered transposition technique. Returning to our hypothesis, the use of transposition guarantees the balance of meaning between ST and TT which provide translation characterized by quality and clarity.

Why this form was transposed?

To confirm that the current situation in Iraq is different, the Arabic translator choose the first type of the **absolute object** مفعول مطلق (which confirm the verb يختلف اختلافاً) The aim is to give a load to the meaning. It is optional transposition because he has a several ways to express his idea such as "يختلف بشكل أساسي ويختلف كلياً في الأساس"

Sample 09

Transposition form : adjective into noun	
ST	TT
The sovereign government of Iraq	حكومة العراق ذات السيادة

Analysis

In the ST, the word “**sovereign**” is in adjectives class. In the TT the translator changed it into noun class “ذات السيادة”. Therefore, in translation technique, this change class from adjective into noun is considered transposition technique. This result leads to enhance our hypotheses which urges to adopt transposition technique in translation would do much to convey the same message from ST into TT.

Why this form was transposed?

The Arabic translator use “ذات السيادة”, which is succession of complements, to assign **حكومة العراق** “that is not subject of any control of this decisions.it is optional transposition because he can express the same idea by other expression such as “حكومة العراق المتزعمة”

After our analysis of the samples, it became clear to us that the substitution technique is important in legal texts, or in any other type of text, because it worked to solve some of the linguistic difficulties encountered by the translator. Since the target language is Arabic, we noticed that the translator used many forms of substitution, whether obligatory or optional, while preserving the meaning, and this is what enabled the Arabic translator to guarantee it to the reader. We have discovered that the peculiarities of each language played an important role in determining the form of the substitution used, and this is due to several grammatical, morphological, and even lexical considerations. From here, it can be said that the changes that a translator may limit from one language to another, is not necessarily a deficiency of it, but a means of localizing the text, so that it becomes understandable to the target listener. Substitution is among the most flexible techniques in translating texts, and any translator is indispensable for it, regardless of the degree of his professionalism. He/She needs to employ it to serve the text to be delivered, and also to serve the specifics of the translated language.

Structural and syntactic divergence exists between the two languages, which requires translation work that strikes a balance, in order to reach the full message without ambiguity or omission. Accordingly, translators should take advantage of this technique whenever they have the opportunity in various types of texts, not just legal ones.

General conclusion

In this study, we tried to manifest the nature of the legal language based on its historical path, which included many contributions from various international languages. The language of law is replete with technical characteristics that adjusts all its aspects and imposes on the jurisdiction translator to preserve and highlight them in his work, and any failure from him in doing so will make his translation poorly produced. In this study, we also compared the legal provision with the regular text showing the apparent and hidden differences between both of them, as we concluded that there is no scope to find fundamental convergence between them in terms of characteristics. All of that was reflected in the legal translation, which witnessed a remarkable development since the ancient times to the present day, affected by number of direct and indirect circumstances that were reflected on it and corrected many concepts that were vague and not clearly explained. Like other types of translations, the legal translation included a set of technical characteristics distinguishes it from the rest of the types and how its purpose is also different from the purposes of other translations.

Since the sample under study was written in two different languages, we shed light on three aspects of each language, i.e. the style, syntax and vocabulary. It has become clear to us that they differ in many of them because each language has structural composition differs from the other because they do not belong to the same linguistic tree. However, the study was able to identify some aspects of their convergence between them, especially those related to the deep structure, which means the meaning intended to be conveyed.

The translation techniques are among the most prominent elements present in various translations and in any field, as we find that all translators use them as one of the most effective ways to overcome obstacles in front of all the ambiguous terms and phrases the translator encounters for the target reader. Perhaps the most important of these techniques are literal translation; borrowing, transposition, modulation, adaptation, calque and equivalence. We have chosen the technique of transposition as a technique under study in order to clarify the extent of its use in translating texts, especially legal ones. Nevertheless, the analysis of this use of translation techniques led us to discover number of difficulties that face the translators who are specialized in legal translation.

Agreements are one of the types of legal translation, and we chose this type as it is a fertile field for the use of translation techniques, and the perusal also gave us the impression that the agreement we chose significantly serves the purpose of our study. This agreement is of an international character, available in Arabic and English versions, the matter which prompted us to compare them in form and content at first, and then we will secondly dive into the translational part of both of them. We hope that we have succeeded in getting acquainted with many of the elements in this study.

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Corpus:

The Strategic Framework Agreement between Republic of Iraq and the United States

اتفاقية الإطار الاستراتيجي بين جمهورية العراق والولايات المتحدة الأمريكية

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Appendices



**English version of SFA
agreement**

Strategic Framework Agreement for a Relationship of Friendship and Cooperation between the United States of America and the Republic of Iraq

Preamble

The United States of America and the Republic of Iraq:

1. Affirming the genuine desire of the two countries to establish a long-term relationship of cooperation and friendship, based on the principle of equality in sovereignty and the rights and principles that are enshrined in the United Nations Charter and their common interests;
2. Recognizing the major and positive developments in Iraq that have taken place subsequent to April 9, 2003;; the courage of the Iraqi people in establishing a democratically elected government under a new constitution; and welcoming no later than December 31, 2008, the termination of the Chapter VII authorization for and mandate of the multinational forces in UNSCR 1790; noting that the situation in Iraq is fundamentally different than that which existed when the UN Security Council adopted Resolution 661 in 1990, and in particular that the threat to international peace and security posed by the Government of Iraq no longer exists; and affirming in that regard that Iraq should return by December 31, 2008 to the legal and international standing that it enjoyed prior to the issuance of UNSCR 661;
3. Consistent with the Declaration of Principles for a Long-Term Relationship of Cooperation and Friendship Between the Republic of Iraq and the United States of America, which was signed on November 26, 2007;
4. Recognizing both countries' desire to establish a long-term relationship, the need to support the success of the political process, reinforce national reconciliation within the framework of a unified and federal Iraq, and to build a diversified and advanced economy that ensures the integration of Iraq into the international community; and
5. Reaffirming that such a long-term relationship in economic, diplomatic, cultural and security fields will contribute to the strengthening and development of democracy in Iraq, as well as ensuring that Iraq will assume full responsibility for its security, the safety of its people, and maintaining peace within Iraq and among the countries of the region.

Have agreed to the following:

Section I: Principles of Cooperation

This Agreement is based on a number of general principles to establish the course of the future relationship between the two countries as follows:

1. A relationship of friendship and cooperation is based on mutual respect; recognized principles and norms of international law and fulfillment of international obligations; the principle of non-interference in internal affairs; and rejection of the use of violence to settle disputes.
2. A strong Iraq capable of self-defense is essential for achieving stability in the region.
3. The temporary presence of U.S. forces in Iraq is at the request and invitation of the sovereign Government of Iraq and with full respect for the sovereignty of Iraq.
4. The United States shall not use Iraqi land, sea, and air as a launching or transit point for attacks against other countries; nor seek or request permanent bases or a permanent military presence in Iraq.

Section II: Political and Diplomatic Cooperation

The Parties share a common understanding that their mutual efforts and cooperation on political and diplomatic issues shall improve and strengthen security and stability in Iraq and the region. In this regard, the United States shall ensure maximum efforts to work with and through the democratically elected Government of Iraq to:

1. Support and strengthen Iraq's democracy and its democratic institutions as defined and established in the Iraqi Constitution, and in so doing, enhance Iraq's capability to protect these institutions against all internal and external threats.
2. Support and enhance Iraq's status in regional and international organizations and institutions so that it may play a positive and constructive role in the international community.
3. Support the Government of Iraq in establishing positive relations with the states of the region, including on issues consequent to the actions of the former regime that continue to harm Iraq, based on mutual respect and the principles of non-interference and positive dialogue among states, and the peaceful resolution of disputes, without the use of force or violence, in a manner that enhances the security and stability of the region and the prosperity of its peoples.

Section III: Defense and Security Cooperation

In order to strengthen security and stability in Iraq, and thereby contribute to international peace and stability, and to enhance the ability of the Republic of Iraq to deter all threats against its sovereignty, security, and territorial integrity, the Parties shall continue to foster close cooperation concerning defense and security arrangements without prejudice to Iraqi sovereignty over its land, sea, and air territory. Such security and defense cooperation shall be undertaken pursuant to the *Agreement Between the United States of America and the Republic of Iraq on the Withdrawal of United States Forces from Iraq and the Organization of Their Activities during Their Temporary Presence in Iraq*.

Section IV: Cultural Cooperation

The Parties share the conviction that connections between their citizens, forged through cultural exchanges, educational links and the exploration of their common archeological heritage will forge strong, long lasting bonds of friendship and mutual respect. To that end, the Parties agree to cooperate to:

1. Promote cultural and social exchanges and facilitate cultural activities, such as Citizens Exchanges, the Youth Exchange and Study Program, the Global Connections and Exchange (GCE) program, and the English Language Teaching and Learning program.
2. Promote and facilitate cooperation and coordination in the field of higher education and scientific research, as well as encouraging investment in education, including through the establishment of universities and affiliations between Iraqi and American social and academic institutions such as the U.S. Department of Agriculture's (USDA's) agricultural extension program.
3. Strengthen the development of Iraq's future leaders, through exchanges, training programs, and fellowships, such as the Fulbright program and the International Visitor Leadership Program (IVLP), in fields including science, engineering, medicine, information technology, telecommunications, public administration, and strategic planning.
4. Strengthen and facilitate the application process for U.S visas consistent with U.S. laws and procedures, to enhance the participation of qualified Iraqi individuals in scientific, educational, and cultural activities.
5. Promote Iraq's efforts in the field of social welfare and human rights.
6. Promote Iraqi efforts and contributions to international efforts to preserve Iraqi cultural heritage and protect archeological antiquities, rehabilitate Iraqi museums, and assist Iraq in recovering and restoring its smuggled artifacts through projects such as the Future of Babylon Project, and

measures taken pursuant to the U.S. Emergency Protection for Iraqi Cultural Antiquities Act of 2004.

Section V: Economic and Energy Cooperation

Building a prosperous, diversified, growing economy in Iraq, integrated in the global economic system, capable of meeting the essential service needs of the Iraqi people, as well as welcoming home Iraqi citizens currently dwelling outside of the country, will require unprecedented capital investment in reconstruction, the development of Iraq's extraordinary natural and human resources, and the integration of Iraq into the international economy and its institutions. To that end the Parties agree to cooperate to:

1. Support Iraq's efforts to invest its resources towards economic development, sustainable development and investment in projects that improve the basic services for the Iraqi people.
2. Maintain active bilateral dialogue on measures to increase Iraq's development, including through the Dialogue on Economic Cooperation (DEC) and, upon entry into force, the Trade and Investment Framework Agreement.
3. Promote expansion of bilateral trade through the U.S.-Iraq Business Dialogue, as well as bilateral exchanges, such as trade promotion activities and access to Export-Import Bank programs.
4. Support Iraq's further integration into regional and international financial and economic communities and institutions, including membership in the World Trade Organization and through continued Normal Trade Relations with the United States.
5. Reinforce international efforts to develop the Iraqi economy and Iraqi efforts to reconstruct, rehabilitate, and maintain its economic infrastructure, including continuing cooperation with the Overseas Private Investment Corporation.
6. Urge all parties to abide by commitments made under the International Compact with Iraq with the goal of rehabilitating Iraq's economic institutions and increasing economic growth through the implementation of reforms that lay the foundation for private sector development and job creation.
7. Facilitate the flow of direct investment into Iraq to contribute to the reconstruction and development of its economy.
8. Promote Iraq's development of the Iraqi electricity, oil, and gas sector, including the rehabilitation of vital facilities and institutions and strengthening and rehabilitating Iraqi capabilities.
9. Work with the international community to help locate and reclaim illegally exported funds and properties of Saddam Hussein's family and key members of his regime, as well as its smuggled archeological artifacts and cultural heritage before and after April 9, 2003.

10. Encourage the creation of a positive investment environment to modernize Iraq's private industrial sector to enhance growth and expand industrial production including through encouraging networking with U.S. industrial institutions.
11. Encourage development in the fields of air, land, and sea transportation as well as rehabilitation of Iraqi ports and enhancement of maritime trade between the Parties, including by facilitating cooperation with the U.S. Federal Highway Administration.
12. Maintain an active dialogue on agricultural issues to help Iraq develop its domestic agricultural production and trade policies.
13. Promote access to programs that increase farm, firm, and marketing productivity to generate higher incomes and expanded employment, building on successful programs by the USDA and the USAID programs in agribusiness, agriculture extension, and policy engagement.
14. Encourage increased Iraqi agricultural exports, including through policy engagement and encouraging education of Iraqi exporters on U.S. health and safety regulations.

Section VI: Health and Environmental Cooperation

In order to improve the health of the citizens of Iraq, as well as protect and improve the extraordinary natural environment of the historic Lands of the Two Rivers, the Parties agree to cooperate to:

1. Support and strengthen Iraq's efforts to build its health infrastructure and to strengthen health systems and networks.
2. Support Iraq's efforts to train health and medical cadres and staff.
3. Maintain dialogue on health policy issues to support Iraq's long-term development. Topics may include controlling the spread of infectious diseases, preventative and mental health, tertiary care, and increasing the efficiency of Iraq's medicine procurement system.
4. Encourage Iraqi and international investment in the health field, and facilitate specialized professional exchanges in order to promote the transfer of expertise and to help foster relationships between medical and health institutions building on existing programs with the U.S. Department of Health and Human Services, including its Centers for Disease Control and Prevention.

5. Encourage Iraqi efforts to strengthen mechanisms for protecting, preserving, improving, and developing the Iraqi environment and encouraging regional and international environmental cooperation.

Section VII: Information Technology and Communications Cooperation

Communications are the lifeblood of economic growth in the twenty-first century, as well as the foundation for the enhancement of democracy and civil society. In order to improve access to information and promote the development of a modern and state of the art communications industry in Iraq, the Parties agree to cooperate to:

1. Support the exchange of information and best practices in the fields of regulating telecommunications services and the development of information technology policies.
2. Exchange views and practices relating to liberalizing information technologies and telecommunications services markets, and the strengthening of an independent regulator.
3. Promote active Iraqi participation in the meetings and initiatives of the Internet Governance Forum, including its next global meetings.

Section VIII: Law Enforcement and Judicial Cooperation

The Parties agree to cooperate to:

1. Support the further integration and security of the Iraqi criminal justice system, including police, courts, and prisons.
2. Exchange views and best practices related to judicial capacity building and training, including on continuing professional development for judges, judicial investigators, judicial security personnel, and court administrative staff.
3. Enhance law enforcement and judicial relationships to address corruption, and common transnational criminal threats, such as terrorism, trafficking in persons, organized crime, drugs, money laundering, smuggling of archeological artifacts, and cyber crime.

Section IX: Joint Committees

1. The Parties shall establish a Higher Coordinating Committee (HCC) to monitor the overall implementation of the Agreement and develop the agreed upon objectives. The committee shall meet periodically and may include representatives from relevant departments and ministries.

2. The Parties shall seek to establish additional Joint Coordination Committees (JCCs), as necessary, responsible for executing and overseeing this Agreement. The JCCs will report to the HCC and are to:

a. Monitor implementation and consult regularly to promote the most effective implementation of this Agreement and to assist in dispute resolution as necessary;

b. Propose new cooperation projects and carry out discussions and negotiations as necessary to reach an agreement about details of such cooperation; and

c. Include other governmental departments and ministries for broader coordination from time to time, with meetings in Iraq and the United States, as appropriate.

3. Disputes that may arise under this Agreement, if not resolved within the relevant JCC, and not amenable to resolution within the HCC, are to be settled through diplomatic channels.

Section X: Implementing Agreements and Arrangements

The Parties may enter into further agreements or arrangements as necessary and appropriate to implement this Agreement.

Section XI: Final Provisions

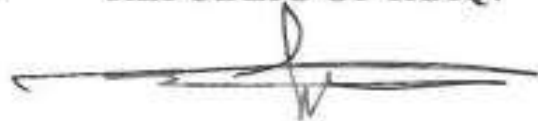
1. This Agreement shall enter into force on January 1, 2009, following an exchange of diplomatic notes confirming that the actions by the Parties necessary to bring the Agreement into force in accordance with the respective constitutional procedures in effect in both countries have been completed.
2. This Agreement shall remain in force unless either Party provides written notice to the other of its intent to terminate this Agreement. The termination shall be effective one year after the date of such notification.
3. This Agreement may be amended with the mutual written agreement of the Parties and in accordance with the constitutional procedures in effect in both countries.
4. All cooperation under this Agreement shall be subject to the laws and regulations of both countries.

Signed in duplicate in Baghdad on this 17th day of November, 2008, in the English and Arabic language, each text being equally authentic.

**FOR THE
UNITED STATES OF AMERICA:**

Handwritten signature of Ryan Crocker in cursive script.

**FOR THE
REPUBLIC OF IRAQ:**

Handwritten signature in cursive script, appearing to be a stylized name.

Arabic version of SFA Agreement

إطلاق الإطار الاستراتيجي لعلاقة صداقة وتعاون بين جمهورية العراق و الولايات المتحدة الأمريكية

17/11/2008

الديباجة

إن جمهورية العراق و الولايات المتحدة الأمريكية:

1. إذ تؤكدان الرغبة الصادقة لبلديهما في إقامة علاقة تعاون وصداقة طويلة الأمد استناداً إلى مبدأ المساواة في السيادة والحقوق والعبءات الواردة في ميثاق الأمم المتحدة والمصالح المشتركة لكليهما،
 2. وإذ إنهما منهما للتطورات الكبيرة والإيجابية التي حدثت في العراق بعد 9 نيسان 2003 ، وشجاعة الشعب العراقي في إقامة حكومة منتخبة ديمقراطياً بملقضى دستور جديد، وترحباً بإنهاء الولاية والتكويض الممنوحين للقوات متعددة الجنسية بموجب القرار رقم (1790) الصادر عن مجلس الأمن للأمم المتحدة استناداً إلى الفصل السابع في موعد أقصاه 31 كانون الأول 2008 ، و تكبيراً بأن الوضع في العراق يختلف اختلافاً أساسياً عن الوضع الذي كان قائماً عندما تبنى مجلس الأمن الدولي القرار (661) عام 1990 و لاسيما أن الخطر الذي كانت تشكله حكومة العراق على السلام و الأمن الدوليين قد زال، وتلكمياً في هذا السياق على أن العراق ينبغي أن يعود بحلول 31 كانون الأول 2008 إلى مكانته القانونية والدولية التي كان يتمتع بها قبل صدور قرار مجلس الأمن للأمم المتحدة رقم(661)
 3. وتماشياً مع إعلان مبادئ علاقة التعاون والصداقة طويلة الأمد بين جمهورية العراق والولايات المتحدة الأمريكية الذي تم توقيعه في 26 تشرين الثاني 2007.
 4. وإذ إنهما ترغبان كلا البلدين في إقامة علاقة طويلة الأمد، والحاجة لدعم نجاح العملية السياسية، وتعزيز المصالحة الوطنية في إطار العراق الموحد القيداني، وبناء اقتصاد متنوع ومتطور يضمن اندماج العراق في المجتمع الدولي.
 5. وإذ تؤكدان مجدداً على أن مثل هذه العلاقة طويلة الأمد في المجالات الاقتصادية والديبلوماسية والثقافية والأمنية من شأنها أن تساهم في تعزيز وتنمية الديمقراطية في العراق، ومن شأنها كذلك تأمين قيام العراق بتحمل كامل المسؤولية عن أمنه، وعن سلامة شعبه والمحافظة على السلام داخل العراق وبين بلدان المنطقة.
- قد التفتا على ما يلي

القسم الأول: مبادئ التعاون

تقوم هذه الاتفاقية على عدد من المبادئ العامة ترسم مسار العلاقة المستقبلية بين الدولتين وفق ما يلي:

1. تستند علاقة الصداقة والتعاون إلى الاحترام المتبادل، والمبادئ والمعايير المعترف بها للقانون الدولي وإلى تلبية الالتزامات الدولية، ومبدأ عدم التدخل في الشؤون الداخلية، ورفض استخدام العنف لتسوية الخلافات.
2. إن وجود عراق قوي قادر على الدفاع عن نفسه أمر ضروري لتحقيق الاستقرار في المنطقة.
3. إن الوجود المؤقت لقوات الولايات المتحدة في العراق هو بطلب من حكومة العراق ذات السيادة، وبالاحترام الكامل لسيادة العراق.

4. على الولايات المتحدة أن لا تستخدم أراضي ومياه وأجواء العراق منطلقاً أو مراً لشن هجمات على بلدان أخرى وأن لا تطلب أو تسعى لأن يكون لها قواعد دائمة أو وجود عسكري دائم في العراق.

القسم الثاني: التعاون السياسي والديبلوماسي

بتطلق الطرفين من فهم مشترك مفاده أن جهودهما وتعاونتهما المشترك في المسائل السياسية والدبلوماسية من شأنه تحسين وتعزيز الأمن والاستقرار في العراق وفي المنطقة. في هذا الصدد على الولايات المتحدة أن تبذل أقصى جهودها للعمل ومن خلال حكومة العراق المنتخبة ديمقراطياً من أجل:

1- دعم وتعزيز الديمقراطية والمؤسسات الديمقراطية في العراق التي تم تحديدها وتأسيسها في الدستور العراقي، ومن خلال ذلك، تعزيز قدرة العراق على حماية تلك المؤسسات من كل الأخطار الداخلية والخارجية.

2- دعم وتعزيز مكانة العراق في المنظمات والمؤسسات الإقليمية والدولية حتى يلعب دوراً إيجابياً وبناءً في المجتمع الدولي.

3- دعم جهود حكومة العراق في إقامتها علاقات إيجابية مع دول المنطقة فاعلمة على أساس الاحترام المتبادل ومبادئ عدم التدخل، والحوار الإيجابي بين الدول، والحل السلمي للتخلافات، بما في ذلك المسائل المتروكة على ممارسات النظام السابق التي لازالت تلحق الضرر بالعراق ، بدون استخدام القوة أو العنف، بما يعزز أمن واستقرار المنطقة ورعاية شعوبها.

القسم الثالث: التعاون الدفاعي والأمني

تعزيزاً للأمن والاستقرار في العراق، وبذلك المساهمة في حفظ السلم والاستقرار الدوليين، وتعزيزاً لقدرة جمهورية العراق على دفع كافة التهديدات الموجهة ضد سيادتها وأمنها وسلامة أراضيها، يواصل الطرفان العمل على تنمية علاقات التعاون الوثيق بينهما فيما يتعلق بالترتيبات الدفاعية والأمنية دون الإحطاف بسيادة العراق على أرضيه ومياهه وأجوائه. ويتم هذا التعاون في مجالي الأمن والدفاع وفقاً للاتفاق بين الولايات المتحدة الأمريكية وجمهورية العراق بشأن تسحاب قوات الولايات المتحدة من العراق وتنظيم أنشطتها خلال وجودها الموقت فيه.

القسم الرابع: التعاون الثقافي

بتطلق الطرفين من القناعة بأن الصلات بين مواطنيهما التي تنم من خلال التبادل الثقافي، والعلاقات التعليمية، واستكشاف تراثهما الأثري المشترك سوف يؤدي إلى إقامة روابط مبنية وطويلة الأمد من الصداقة والاحترام المتبادل وتحطفا لهذه الغاية يتفق الطرفان على التعاون من أجل:

1- تشجيع التبادل الثقافي والاجتماعي وتسهيل النشاطات الثقافية، مثل برامج تبادل زيارات المواطنين، وبرنامج التبادل الشبلي والدراسة، والبرنامج الدولي لإقامة الصلات والتبادل(GCE) ، وبرنامج تعليم وتعلم اللغة الإنجليزية.

2- تشجيع وتسهيل التعاون والتنسيق في مجال التعليم العالي والبحث العلمي، وتشجيع الاستثمار في مجال التعليم، بما في ذلك عبر إنشاء الجامعات وعلاقات التوأمة بين المؤسسات الاجتماعية والأكاديمية العراقية والأمريكية، مثل برنامج الإرشاد الزراعي التابع لوزارة الزراعة الأمريكية.

3- تعزيز تنمية قادة المستقبل في العراق من خلال برامج التبادل والتدريب والزمالات الدراسية، مثل برنامج فولبرايت، وبرنامج الزائر الدولي للشخصيات القيادية(TVI.P) ، في مجالات من بينها العلوم والهندسة والطب وتكنولوجيا المعلومات والاتصالات والإدارة العامة والتخطيط الاستراتيجي.

4- تعزيز وتسهيل عملية تقديم الطلبات للحصول على التأشيرات الأمريكية بما يتواءم مع القوانين والإجراءات الأمريكية، من أجل تفعيل مشاركة الأفراد المؤهلين العراقيين في النشاطات العلمية والتعليمية والثقافية.

5- تشجيع جهود العراق في مجال الرعاية الاجتماعية وحقوق الإنسان.

6- تشجيع الجهود والمساهمات العراقية في المساعي الدولية المبدونة للحفاظ على التراث الثقافي العراقي، وحماية الآثار، وإعادة تأهيل المتاحف العراقية، ومساعدة العراق في استعادة وترميم آثاره المتهزبة من خلال مشروعات مثل

مشروع مستقبل بابل، و الإجراءات المتخذة بملئضى قانون الحماية الطارئة الأمريكي للاثار الثقافية العراقية لعام 2004.

القسم الخامس: التعاون في مجالي الاقتصاد والطاقة

إن بناء اقتصاد مزدهر ومتنوع ومتنامٍ في العراق، ومندمج في النظام الاقتصادي العالمي، وقادر على توفير الخدمات الأساسية للشعب العراقي، والترحيب بعودة المواطنين العراقيين الذين يعيشون خارج البلاد في الوقت الحالي سوف يتطلب استثمار رأسمال غير مسبوق في إعادة البناء وتنمية موارد العراق الطبيعية والبشرية المتميزة، ودمج العراق في الاقتصاد العالمي ومؤسساته. وتحديدا لهذه الغاية يثقل الطرفان على التعاون من أجل:

1. دعم جهود العراق من أجل استثمار موارده من أجل التنمية الاقتصادية والتنمية المستدامة والاستثمار في مشروعات تحسّن الخدمات الأساسية للشعب العراقي.

2. إقامة حوار ثنائي نشط حول الإجراءات الكفيلة بزيادة تنمية العراق، بما في ذلك من خلال الحوار حول التعاون الاقتصادي، واتفاقية إطار التجارة والاستثمار عند دخولها حيز التنفيذ.

3. تشجيع توسيع التجارة الثنائية من خلال الحوار التجاري الأمريكي - العراقي، وبرامج التبادل الثقافية، مثل أنشطة الترويج التجاري، والوصول إلى برامج مصرف التصدير والاستيراد.

4. دعم المزيد من التماذج العراقية في الدوائر والمؤسسات المحلية والاقتصادية الإقليمية والدولية، بما في ذلك العضوية في منظمة التجارة العالمية، وكذلك بواسطة استمرار العلاقات التجارية العادية مع الولايات المتحدة.

5. تعزيز الجهود الدولية لتنمية الاقتصاد العراقي وجهود العراق لإعادة بناء وتأهيل بنيته التحتية الاقتصادية والمحافظة عليها، بما في ذلك استمرار التعاون مع مؤسسة الاستثمار الخاص فيما وراء البحار.

6. بحث كل الأطراف على الامتثال للالتزامات التي قدمت بملئضى العهد الدولي مع العراق، بهدف إعادة تأهيل مؤسسات العراق الاقتصادية وزيادة النمو الاقتصادي من خلال تنفيذ إصلاحات تضع الأساس لتنمية القطاع الخاص وإيجاد الوظائف.

7. تسهيل تسحاب الاستثمار المباشر إلى العراق من أجل المساعدة في إعادة إعمار وتنمية اقتصاده.

8. تشجيع تنمية قطاعات الكهرباء والنفط والغاز العراقي، بما في ذلك تأهيل المنشآت والمؤسسات الحيوية، وتعزيز القدرات العراقية وتأهيلها.

9. العمل مع المجتمع الدولي للمساعدة في تحديد أماكن وجود أموال وممتلكات أسرة صدام حسين وأركان نظامه والتي تم اخراجها بشكل غير مشروع واستعادتها، وكذلك الآثار المهربة والتراث الثقافي قبل 9 نيسان 2003 وبعده.

10. التشجيع على خلق بيئة إيجابية للاستثمار بغية تحديث القطاع الصناعي الخاص في العراق لتحفيز النمو وتوسيع الإنتاج الصناعي، بما في ذلك من خلال تشجيع التواصل مع المؤسسات الصناعية الأمريكية.

11. تشجيع التنمية في مجال النقل الجوي والبحري، وكذلك تأهيل العوائق العراقية وتعزيز التجارة البحرية بين الطرفين، بما في ذلك تيسير التعاون مع الإدارة الفدرالية الأمريكية للطرق.

12. إقامة حوار نشط حول القضايا الزراعية لمساعدة العراق من أجل تنمية إنتاجه الزراعي المعطي وسياساته التجارية.

13. تشجيع الوصول إلى البرامج التي تؤدي إلى زيادة إنتاجية كل من المزارع والمؤسسات والنسويق من أجل تحقيق دخول أعلى وزيادة العمالة، ومواصلة البناء على البرامج الناجحة لوزارة الزراعة الأمريكية ووكالة الولايات المتحدة للتنمية الدولية في مجال الأعمال التجارية الزراعية والإرشاد الزراعي والمشاركة في صياغة السياسات.

4. تشجيع زيادة الصادرات الزراعية العراقية، بما في ذلك من خلال المشاركة في صياغة السياسات، وتشجيع

تقليد المصدرين العراقيين بشأن التوافق الأمريكية في مجال الصحة والسلامة.

القسم السادس: التعاون الصحي والبيئي

من أجل تحسين صحة مواطني العراق، وحماية وتحسين البيئة الطبيعية المتميزة على الأرض التاريخية لبلاد

الرافدين، يتفق الطرفان على التعاون من أجل:

1. دعم وتعزيز جهود العراق من أجل بناء هياكل بيئة الصحة التثوية، وتقوية المنظمات والشبكات الصحية.

2. دعم جهود العراق من أجل تدريب الكوادر والكفاءات الصحية والطبية.

3. إقامة حوار حول القضايا الخاصة بالسياسات الصحية من أجل دعم التنمية بعيدة المدى في العراق. ويمكن أن

تشمل الموضوعات الحد من انتشار الأمراض المعدية، والصحة الوقائية والعقلية، والرعاية الصحية التخصصية، ورفع كفاءة منظومة التوريدات الطبية العراقية.

4. تشجيع الاستثمار العراقي و الدولي في مجال الصحة وتسهيل برامج تبادل الأخصائيين المهنيين من أجل تشجيع

نقل الخبرة والمساعدة في إقامة علاقات بين المؤسسات الطبية والصحية، ومواصلة البناء على أساس البرامج القائمة مع وزارة الصحة والخدمات الإنسانية الأمريكية بما في ذلك مراعاتها لمعالجة الأمراض والوقاية منها.

5. تشجيع الجهود العراقية لتعزيز آليات حماية البيئة العراقية والمحافظة عليها وتحسينها وتنميتها وتشجيع

التعاون البيئي الإقليمي والدولي.

القسم السابع: التعاون في مجال تكنولوجيا المعلومات والاتصالات

إن الاتصالات هي شريان النمو الاقتصادي في القرن الحادي والعشرين وكذلك الأساس لدعم الديمقراطية

والمجتمع المدني. ومن أجل تحسين الوصول إلى المعلومات وتشجيع تنمية أحدث صناعة لوسائل الاتصالات في العراق،

يتفق الطرفان على التعاون من أجل:

1. دعم تبادل المعلومات وأفضل الممارسات في مجالات تنظيم خدمات الاتصالات وتطوير سياسات تكنولوجيا

المعلومات.

2. تبادل الآراء والممارسات فيما يتعلق بتحرير أسواق تكنولوجيا المعلومات وخدمات الاتصالات، ودعم هيئة

تنظيمية مستقلة.

3. تشجيع المشاركة العراقية الفعالة في اجتماعات ومبادرات منتدى إدارة الإنترنت، بما في ذلك اجتماعاته الدولية

القادمة.

القسم الثامن: التعاون في مجال إنفاذ القانون والقضاء

يتفق الطرفان على التعاون من أجل:

1. دعم تطوير التماذج وأمن نظام العدالة الجنائية العراقي، بما في ذلك الشرطة والمحاكم والسجون.

2. تبادل الآراء وأفضل الممارسات المتصلة ببناء القدرات القضائية والتدريب، بما في ذلك استمرار أنشطة التنمية

المهنية لكل من القضاة والموظفين القضائيين وأفراد أمن النظام القضائي والموظفين الإداريين بالمحاكم.

3. تعزيز العلاقات بين أجهزة إنفاذ القانون والنظام القضائي لمواجهة الفساد والتهديدات الإجرامية المشتركة عبر

حدود الدول، مثل الإرهاب، والاتجار بالأشخاص، والجريمة المنظمة، والمخدرات، وغسل الأموال، وتهريب الآثار،

وجرائم الحاسوب.

القسم التاسع : اللجان المشتركة

1. يشكل الطرفان لجنة تنسيق عليا لمرافقة التنفيذ العام لهذه الاتفاقية وتطوير الأهداف المتعلق عيها وتجميع اللجنة بصفة دورية وقد تشمل ممثلين عن الوزارات والمؤسسات ذات العلاقة.
2. يعمل الطرفان على تأسيس لجان تنسيق مشتركة إضافية، حسب ما يلزم، تتولى مسؤولية تنفيذ هذه الاتفاقية والإشراف عيها. وتكفي لجان التنسيق المشتركة لجنة التنسيق العليا، و تتولى ما يلي:
 - أ. متابعة التنفيذ والتشاور بصورة منتظمة من أجل تشجيع أكثر السبل فعالية لتنفيذ هذه الاتفاقية والمساعدة في حل الخلافات حسب ما يلزم.
 - ب. اقتراح مشاريع جديدة للتعاون وإجراء مناقشات ومفاوضات وفقاً لما يلزم من أجل الوصول إلى اتفاق حول تفاصيل مثل هذا التعاون.
 - ج . إشراك الوزارات والمؤسسات الحكومية الأخرى من حين لآخر لغرض توسيع نطاق التنسيق، على أن تعقد هذه الاجتماعات في العراق وفي الولايات المتحدة وفقاً لما يكون مناسباً.
3. تتم تسوية الخلافات التي قد تنشأ بملقضى هذه الاتفاقية عن طريق القنوات الدبلوماسية، ما لم تتم تسويتها في إطار لجنة التنسيق المشتركة المعنية، وما لم يسن حلها في إطار لجنة التنسيق العليا.

القسم العاشر : الاتفاقات والترتيبات التنفيذية

يجوز للطرفين إبرام اتفاقات أو ترتيبات إضافية، حسب ما يكون ضرورياً وملائماً، لتنفيذ هذه الاتفاقية.

القسم الحادي عشر: أحكام ختامية

1. تدخل هذه الاتفاقية حيز التنفيذ في الأول من كانون الثاني 2009، بعد تبادل المذكرات الدبلوماسية المريدة لإكمال الإجراءات اللازمة من الطرفين لتنفيذ هذه الاتفاقية بموجب الإجراءات الدستورية ذات الصلة النافذة في كلا البلدين.
 2. تنقل هذه الاتفاقية سارية المفعول ما لم يندم أي من الطرفين إخطاراً خطياً للطرف الآخر بنيه على إنهاء العمل بهذه الاتفاقية. ويسري مفعول الإنهاء بعد عام واحد من تاريخ مثل هذا الإخطار.
 3. يجوز تعديل هذه الاتفاقية بموافقة الطرفين خطياً ووفق الإجراءات الدستورية النافذة في البلدين.
- يخضع كل تعاون بموجب هذه الاتفاقية لقوانين وتعليمات البلدين.
- تم التوقيع على هذا الاتفاق في بغداد في اليوم السابع عشر من شهر تشرين الثاني 2008 بنسختين أصليتين باللغتين العربية والإنجليزية وبسماوي النصان في الحجية القانونية.

عن جمهورية العراق

هوشيار زيباري

وزير الخارجية

عن الولايات المتحدة الأمريكية

رايان كروكر

سفير الولايات المتحدة الأمريكية لدى العراق



الجمهورية الجزائرية الديمقراطية الشعبية

وزارة التعليم العالي و البحث العلمي

جامعة قاصدي مرباح ورقلة

كلية الآداب و اللغات

قسم اللغة الإنجليزية و آدابها



مذكرة مقدمة لاستكمال متطلبات نيل شهادة الماستر في ميدان اللغة الإنجليزية و آدابها

تخصص: ترجمة عربي- إنجليزي-عربي

استقصاء تقنية الإبدال في ترجمة وثائق للأمم المتحدة

النسخة المترجمة من اتفاقية الاطار الاستراتيجي بين العراق و الولايات
المتحدة الأمريكية

تم تقديمها ومناقشتها علنيا من طرف

هشام عزيزي

محمد الأمين عقال

يوم : 2022/06/15

تحت إشراف

الدكتور أحمد نور الدين بلعربي

رئيسا	جامعة قاصدي مرباح	د. فريدة سعدون
مشرفا و مقررا	جامعة قاصدي مرباح	د. أحمد نورالدين بلعربي
مناقشا	جامعة قاصدي مرباح	د. نسيم جحا

السنة الأكاديمية

2021/2022

ملخص الدراسة

تُعد اللغة هي الأداة المستعملة للتواصل بين البشر، وتختلف من منطقة لأخرى، كما أنها تختلف بين أفراد الفئة الواحدة. هذا وقد استخدم الإنسان اللغة تعبيراً عن عدة أشياء مثل الأفكار والمشاعر والثقافات وغيرها من الأمور. وظهرت العديد من المصطلحات الجديدة في شتى مجالات الحياة المختلفة على مر العصور نتيجة لتطور العلم والتكنولوجيا. يتمتع كل مجال بمصطلحاته الخاصة التي تميزه عن غيره من المجالات، حيث يتميز المجال العلمي بمصطلحاته الخاصة به، وكذلك الأمر في المجال التجاري والطبي والمجال القانوني الذي يرتبط بشكل كبير بموضوع بحثنا هذا، علاوة على المجالات الأخرى. وتتمتع كل لغة بخصائصها التي تميزها عن باقي اللغات وعن اللغة العامة.

تُصنف اللغة القانونية أنها من أصعب اللغات في مجال الترجمة، كونها تستخدم العديد من العبارات والكلمات المُعقدة والمتنوعة، مثل المصطلحات التقنية. يواجه المترجم العديد من الصعوبات عند ترجمة نص ما في هذا المجال نتيجة وجود هذه المصطلحات الصعبة والنادرة الاستعمال في اللغة العامية.

الفصل الأول

1- اللغة القانونية

2- خصائص اللغة الإنجليزية القانونية

طبيعة اللغة

تتمثل الخصائص الرئيسية للغة القانونية في التجرد، والاستخدام المكثف للجمل الخبرية، وصيغ النفي. تستخدم اللغة الإنجليزية القانونية في بعض الأحيان الاستعارات. تتخذ عبارات المغالاة في اللغة القانونية الإنجليزية عدة أشكال، خاصة مع الكلمات التي تتطلب استخدام صيغة الاحترام.

الخصائص التركيبية للغة القانونية الإنجليزية

تتميز اللغة الإنجليزية القانونية بوجود العديد من الكلمات القديمة ويتضح ذلك في الخصائص التركيبية للغة القانونية. ولا تزال الخصائص التركيبية القديمة للغة القانونية سبباً في جعل النص القانوني معقداً، على الرغم من أنه لم يعد من الممكن العثور على العبارات النحوية القديمة مثل النهاية القديمة في النصوص القانونية بفضل الحركة الإنجليزية.

على الرغم من أن اللغة القانونية عادة ما تتكون من جمل طويلة بشكل غير معتاد، إلا أن هناك مواضع معينة منها تكون واضحة إلى حد ما ومفهومة بشكل صريح. المجموعة الأولى هي الخصائص التركيبية فيما يتعلق بالقوانين أو العقود أو المرافعات والمجموعة الثانية عبارة عن مجموعة من الملخصات القضائية لوقائع قضايا محددة. يمكن ملاحظة تعقيد الوثائق القانونية باللغة الإنجليزية في تركيبها، وتعدد التوابع وتأخير الفعل الأساسي حتى نهاية الجملة. وينبع عدم صياغة النصوص القانونية صياغة تشريعية من أن النصوص القانونية الأصلية كتبت من أقصى اليسار إلى الجانب الآخر من الصفحة لتفادي إمكانية إضافة أي شيء إلى النص. ومن هنا نتجت عادة عدم وضع علامات الترقيم، حيث يمكن أن تغير النقاط والفواصل والفواصل المنقوطة معنى الجملة.

الخصائص المعجمية للغة القانونية الإنجليزية

يفضل تنظيم المعجم القانوني للتيسير استخدامه، يصنف الكاراز وهيوز الخصائص المعجمية للغة القانونية على النحو التالي:

1- العناصر الوظيفية - الكلمات والعبارات النحوية التي لا تحتوي على إشارات مباشرة إلى الواقع أو المفاهيم.

2- العناصر الرمزية: جميع المصطلحات التي تشير إلى الأشياء أو الأفكار في العالم الحقيقي. وتنقسم إلى:

(أ) المصطلحات التقنية البحتة: توجد فقط في المجال القانوني وليس لها أي استخدام في المجالات الأخرى. يمكن أن تكون المصطلحات عبارة عن كلمة واحدة أو عبارات كاملة.

(ب) المصطلحات شبه التقنية: الكلمات أو العبارات التي اكتسبت معنى إضافياً بالإضافة إلى معانيها الشائعة. يتزايد عددهم باستمرار لتلبية الاحتياجات الناتجة عن تطور المجتمع.

(ج) المفردات اليومية الموجودة في النصوص القانونية.

القاموس الإنجليزي القانوني: تأتي المصطلحات التقنية البحتة والمصطلحات شبه التقنية بشكل خاص من أصول مختلفة. نظرًا لأن اللغة الإنجليزية القانونية ثمرة التنوع بين هذه المصطلحات. يمكن ملاحظة ذلك التنوع في اللغة القانونية المعاصرة. تُعد اللغة الإنجليزية القديمة (الأنجلوسكسونية) اللغة الأكثر استخدامًا في المجال القانوني. يمكن أن نجد سمة من سمات الجنس الموجود في هي اللغة الإنجليزية القديمة (الأنجلوسكسونية) بالإضافة إلى المفردات في اللغة الإنجليزية القانونية.

خصائص اللغة العربية القانونية

طبيعة اللغة

تتطلب الصياغة القانونية ان تكون الجملة بسيطة ومختصرة. يفضل تحديد عناصر النص وتقسيمها إلى أجزاء في شكل مترابط في حالة تناول النص عدد من القضايا أو تضمن شروطاً لبعض القضايا التي تشكل جزءاً من محتواه. يعد تحديد معنى كل مصطلح وعدم الإشارة إلى نوع معين من العوامل الرئيسية التي تساهم في فهم النص القانوني.

الخصائص التركيبية للغة العربية القانونية

أ- التحويل إلى الاسمية: يمكن أن تكون الجملة باللغة العربية فعلية أو غير فعلية. بينما في اللغة القانونية، تستخدم الجمل غير الفعلية الطويلة والمعقدة في كثير من الأحيان.

ب- الأفعال: بعض الأفعال لها معنى خاص في اللغة القانونية.

ج- النفي: تستخدم بعض العناصر المساعدة لتشكيل جملة منفية في اللغة العربية.

د- استخدام المضارع البسيط

يُعد زمن المضارع البسيط الأكثر استخدامًا في اللغة القانونية لأنه يُعد مناسبًا لأي وقت ويشير إلى الموقف العام.

هـ- الأسلوب

يتم التعبير عنه دائمًا في الجمل باستخدام الفعل الأساسي.

1-5-3 الخصائص المعجمية للغة القانونية العربية

أ- التجازر.

غالبًا ما تستخدم اللغة القانونية العربية التجازر للتأكيد على أهمية الشيء.

ب- المتلازمات

وفقًا لإيمري (1989)، في اللغة العربية الحديثة، يُعد الدمج سواء كان من المتضادات أو المرادفات أو المرادفات القريبة أمرًا شائعًا.

ج- الصفات الوصفية

تُستخدم كتوضيح للاسم عن طريق إضفاء صفة له.

الفصل الثاني

الترجمة القانونية

الترجمة القانونية مجال متخصص. ولا يتعلق الأمر بترجمة الوثائق القانونية فحسب، بل أيضا بإنفاذ القانون. بمعنى اخر، ونظرا لطبيعة اللغة القانونية، فإن الترجمة القانونية تحدد دائما أثر القانون ونتائجه.

مهما كانت الوثائق القانونية التي يجب ترجمتها، بغض النظر عما إذا كانت شهادة محكمة أو عقود وقوانين أخرى، يجب أن تستند الترجمة إلى النظرية القانونية والنظرية اللغوية ونظرية الترجمة. (جوزيف، 1995). ونتيجة لذلك، يجب أن يكون لدى المترجم فهم أساسي للغة القانونية وأن يفهم كيف تؤثر على الترجمة القانونية.

خصائص الترجمة القانونية

شكل الخطاب القانوني

يرى عدة مؤلفين أن الطابع التوجيهي للخطاب القانوني يولد آثاراً قانونية، مما ينتج عنه وضعاً خاصاً للترجمة القانونية (كوتسيفيتيس، 1988، جيمار، 1995). تنقسم الوثائق القانونية إلى كتابات توجيهية ووصفية، بالإضافة إلى نصوص تحمل المعنيين تخدم كلا الطابعين.

علاقة القانون بالنظام

القانون شيء استثنائي من حيث أنه متعلق بالنظام، لكنه ليس وحده في هذا الصدد: الدين والعلوم السياسية، متعلقان تاريخياً بالقانون، متعلقان تعلق وثيق بمفهوم النظم. كما أن المفاهيم المتعلقة بالثقافة ليست فريدة من نوعها في مجال القانون.

الدقة

استند هذا إلى مفهوم أن الشعارات لها خصائص غير عادية وأنه إذا تم تعديل اللغة، فستختفي القوة التعويضية لذلك المعنى. وقد انعكس ذلك في الإصرار على دقة اللغة في صياغة الخطابات القانونية أحادية اللغة، وإلا فقد اعتبرت باطلة.

الغموض والتفسيرات

والنص القانوني شبيه بالنص الأدبي، الذي يعتبر فيه الغموض خاصية أساسية ينبغي الحفاظ عليها في الترجمة وليس عيباً

وتتعلق مشكلة الترجمة التحريرية الغامضة بمسألة الترجمة الفورية. الخطاب القانوني فريد من نوعه من حيث أن الخلافات حول التفسير يتم حلها من قبل سلطة رسمية تفرض تفسيراً قانونياً قابل للتنفيذ النص

الغرض من الترجمة

الترجمة المعيارية

في هذا الصدد، فإن النصوص المترجمة لها نفس الأثر القانوني للنص الأصلي بلغة المصدر. هذا النموذج للترجمة المعتمدة هو نموذج مثالي للولاية القضائية ثنائية اللغة مثل التشريع الأوروبي

الترجمة الإعلامية

وفي هذه الفئة، لا يكون للنص المترجم نفس الأثر القانوني للنص المترجم بلغة المصدر، لأن الهدف من الترجمة هو مجرد توفير المعلومات.

صفات المترجم القانوني

الفهم الأساسي للنظام القانوني

يجب أن يكون لدى الشخص الذي يرغب في العمل كمترجم قانوني فهم عميق للنظام القانوني. وهذا يتطلب الوعي بالعمليات التي تنطوي عليها مختلف أنواع القضايا وكذلك القدرة على العمل في مختلف مجالات الصناعة القانونية

سنوات العمل في المجال القانوني

وجود عدة سنوات من الخبرة في مجال الترجمة القانونية أمر مفيد للغاية. هذا يعطي المتعلم فهماً أساسياً للقانون وكيفية تطبيقه على مواقف محددة

المعرفة اللغوية المتطورة

يجب أن يكون لدى المترجم القانوني مجموعة مهارات خاصة باللغة تتضمن فهماً عميقاً للغته الأم، ويجب أن يكون له نفس مستوى التعمق في اللغة الثانية كنص أصلي

مهارات كتابة ممتازة

لكي تكون مترجماً قانونياً جيداً، يجب أن تكون لديك قدرة قوية على الكتابة. يمكن أن يعتبر احتفاظك بمفردات قانونية كبيرة هو واحد من أهم الركائز التي تعتمد عليها عند ترجمة المستندات القانونية

المعرفة والخبرات القانونية

لكي تكون ناجحاً في هذا المنصب، ستحتاج إلى مستوى عالٍ من الفهم للمسائل القانونية والأنظمة القانونية من بلدين مختلفين على الأقل، يمكن أن يعتبر احتفاظك بمفردات قانونية كبيرة هو واحد من أهم الركائز التي تعتمد عليها عند ترجمة المستندات القانونية

تقنيات الترجمة القانونية

الترجمة الحرفية

يحدث هذا عندما تتم ترجمة محتوى النص الخاص بلغة المصدر «كلمة بكلمة» إلى محتوى النص المستهدف.

- الاستعارة

يتم استعارة كلمة من النص المصدر على الفور إلى النص المستهدف، أي أن كلمة مأخوذة من لغة أخرى وتستخدم في النص المستهدف في شكلها الأصلي

-النسخ-

هو مصطلح أو عبارة من لغة أخرى تمت ترجمتها وجعلها مشابهة إلى لغة أخرى

- الإبدال

التحويل (النقل) هو عملية نحوية يتم فيها استبدال الكلمات من أحد أجزاء الكلام بأخرى دون التأثير على النص الأصلي

-التكافئ-

في النص المستهدف ، يتم استبدال الكلام من النص المصدر بأخر يؤدي نفس الوظيفة الحقيقية ولكنه يختلف في الشكل والمعنى

الإبدال

تتضمن طريقة الترجمة هذه تغيير شكل النص الأصلي عن طريق تغيير وجهة النظر دون تغيير المعنى.

التكيف

يستلزم تغيير المرجع الثقافي عندما لا توجد الخصائص الثقافية الخاصة بالنص المصدر في ثقافة النص المستهدف ويجب استبدالها بخصائص أخرى خاصة بالثقافة الأخرى

التحديات في الترجمة القانونية

الفرق في المصطلحات:

وكثيرا ما تختلف المصطلحات القانونية في لغات نص المصدر ولغات النص المستهدف اختلافا كبيرا، مما يشكل تحديا كبيرا للمترجمين القانونيين

اختلاف الثقافات

تتعرض اللغة والثقافة القانونية للبلد في لغته القانونية. يجب أن يكون المترجم القانوني على دراية بالتمييز الثقافي بين النظامين القانونيين للمجتمعين اللذان يترجم لهما.

الأسلوب القانوني

جميع اللغات القانونية هي لغات متميزة في حد ذاتها، لكل منها أسلوبها الخاص المتأثر بالتقاليد والثقافة القانونية لكل بلد

درجة الصعوبة

وتتحدد مدى درجة تعقيد ترجمة نص قانوني من خلال النظم القانونية التي تتوافق معها لغات نص المصدر ولغات النص المستهدف، فضلا عن طبيعة لغات النص المستهدف ولغات نص المصدر.

الفصل التطبيقي

نحاول اختيار عينة من كل شكل من اشكال الإبدال الواردة في الاتفاقية، ونشير إلى مواضع تغيير الفئة ولماذا تم إبدال هذا الإبدال

العينة الأولى

شكل الابدال : من الظرف إلى الاسم	
ST	TT
All cooperation under this agreement	يخضع كل تعاون بموجب هذه الاتفاقية لقوانين وتعليمات البلدين

التحليل

وردت كلمة "uder" في النص الأصلي حرفا للجر وقام المترجم العربي بتغييرها إلى اسم وهو "بموجب" وبالتالي هذا التغيير في الصنف يسمى ابدالاً في تقنيات الترجمة وهذا ما يؤكد على أن الابدال يخدم التوازن في المعنى بين اللغة المصدر و الهدف.

لماذا تم ابدال هذا الشكل؟

بإضافة "ب" إلى الاسم ، يتصل حرف الجر بالبنية " التعاون" مع البنية التي تليه مثل "هذه الاتفاقية" كطريقة للمرافقة و التبعية مما يجعل الابدال في هذه الحالة اجبارياً.

العينة الثانية

شكل الابدال: من الظرف إلى الفعل	
ST	TT
Each text being equally authentic	ويتساوى النصان في الحجية القانونية

التحليل

تصنف كلمة "equally" في اللغة المصدر ظرفاً وقام المترجم العربي بتغييرها إلى فعل "يتساوى". في تقنيات الترجمة يسمى هذا الانتقال ابدالاً حيث لم يؤثر هذا على المعنى والشحنة الموجودة في النص الأصل.

لما تم ابدال هذا الشكل؟

بما أن المقطع موجود في آخر الاتفاقية ، استعمل المترجم العربي الفعل "يتساوى" للإشارة للاختتام و تأكيداً لمحتوى النص و تجدر الإشارة أن هناك العديد من العبارات يمكن ان تعوض هذا الفعل كـ "النصان متساويان" و بالتالي فالإبدال هنا اختياري.

العينة الثالثة

شكل الإبدال: من حرف الجر إلى الاسم	
النص المصدر	النص الهدف
Point for attacks against other countries	منطلقاً أو ممراً لشن هجمات على بلدان أخرى

التحليل

في النص المصدر هناك كلمة "for" في فئة حرف الجر. في النص الهدف قام المترجم بتغييرها إلى فئة الاسم "لشن". لذلك، يعرف هذا التغيير من حرف الجر إلى اسم في تقنية الترجمة بتقنية الإبدال. على

الرغم من وجود تغيير في فئة الكلمات، فإن المعنى والهدف المراد نقلهما في النص المصدر لا يزالان موجودين في النص الهدف وهو ما تدعو إليه الفرضيات باستخدام الإبدال.

لما تم ابدال هذا الشكل؟

في اللغة العربية «المضاف متبوع بالمضاف اليه». لان المترجم أضاف «شن» وهو «المضاف» الذي يحتاج الى «المضاف اليه» "هجمات" وهذا النظام الالزامي يجعل تقنية الإبدال إلزامية. يذكر أن "شن" وهو "المصدر" و"الشن" هنا اسم لأنه ملحق بحرف الجر "اللام".

الخاتمة

يتضح من خلال الإبحار في جوانب اللغة القانونية، انها تطورت بشكل كبير نتيجة التطور اللغوي والتطور الزمني والمكاني. واتخذت من ذلك التطور سبباً في تناسق مصطلحاتها وكلماتها. هذا يعني تطور المسار التاريخي للغة القانونية عبر الزمن وتناوله الكثير مثل القضايا الأخرى. بعد الاطلاع على خصائص اللغة القانونية نجد أن تتمتع بسماتها الفريدة التي تميزها عن غيرها من النصوص والمجالات الأخرى مثل الجوانب اللغوية والمنهجية وغيرها.

يتضح عند التحدث عن اللغة العربية واللغة الإنجليزية، أن لكل لغة منهما خصائص وسمات تختلف تماماً عن بعضها البعض، من حيث التراكيب اللغوية والتطور الذي حدث لكل منهما. لذلك يمكننا أن نستنتج ان اللغة القانونية لغة متخصصة يفهمها المتخصصون أكثر من غيرهم. وعليه، لابد من الاطلاع على اللغة حتى تُلم بجوانبها وتفهما بشكل أوضح وتطورها بشكل أفضل.

