

Major Translation Methods Used in Legal Documents: Translation of a Marriage Contract from Arabic into English

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Abstract

Throughout history, the use of translation methods has constituted a source of lots of debates; some scholars advocate literal translation, others advocate free translation. In legal translation which is a special and specialized area of translational activity (Cao, 2007), and where documents are characterized by brevity, economy, and neatness to prevent fraud, additions, omissions or alterations in the text (Crystal & Davy, 1969), mistakes or mistranslations can lead to disastrous repercussions. The present study deals primarily with the methods that translators of legal texts follow and adopt when rendering a legal document. A concise account of translation theories that have been adopted and are still being applied to legal translation is offered to attempt to show the main views towards the application of such translation theories to legal translation. Major methods often used in the translation of legal documents are then presented, discussing their validity to legal translation. This presentation includes literal translation, free translation, the functional approach to translation, transliteration & transcription, loan translation, adaptation, description by definitions, lexical expansion, and descriptive substitution. The empirical part of this study is concerned with the analysis of a marriage contract translated from Arabic into English in an attempt to shed some light on the major methods adopted by the translator of this document and the reason behind using such methods.

Key words: Legal system, legal translation, marriage contract, methods of translation, source text, target text

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Introduction

Translation is considered a gateway for understanding and dealing with others and their civilizations (Al-Aqad, 2014). Its significance and relevance in our daily life is multi-dimensional. It is through translation that we learn about developments in communication and technology and follow the latest innovations and novelties in the various fields of knowledge. Since translating is a communicative process from the source language (SL) into the target language (TL), or a process of conveying the sense of the text from one language into another language, this process involves a wide range of methods and techniques ranging from “word-for-word translation” or “literal translation” to “sense-for-sense translation” or “free translation”.

The significance of the study

The significance of this study lies in the fact that there is a lack of research on the translation of private legal documents in Morocco, especially the translation of marriage contracts between Arabic and English. It is hoped that this paper will contribute to raising the awareness of Moroccan and Arab researchers about the area of marriage contracts. This study recommends the use of functionalist theories of translation that take into consideration the context and the target user of the final product.

Corpus and Methodology

The corpus used in this paper comprises the translation of an authentic marriage contract translated by a sworn translator certified by the Ministry of Justice and Liberties in the Kingdom of Morocco. The translator was commissioned to translate the document from Arabic into English the way he is used to dealing with legally-binding official documents without informing him of the purpose of the translation.

The article starts by offering a succinct account of legal language as a genre and its characteristics with a special focus on contracts. Important methods of legal translation are presented, mentioning the different views of scholars with regard to each one. The practical part is concerned with analyzing an example of a marriage contract translated by a sworn translator certified by the Ministry of Justice and Liberties in the Kingdom of Morocco.

1. Legal discourse

Mattila (2006) considers legal language as a language for special purposes (LSP) which is distinguished from ordinary language or any other language for specific purposes. So, there is a specific legal style which may not be comprehensible to the public. He goes on to discuss legal language as an instrument for achieving justice, communicating messages of legal significance, bolstering the authority of the law, and creating a shared identity among lawyers as a professional category.

According to Bhatia (1982; 1983; 1993) legal discourse is considered notorious for its complexity, repetitiveness, and tortuous syntax. The intention is always to write clearly, precisely, unambiguously, and all-inclusively, with detailed specification of the scope of legislative provisions.

Maley (1994) indicates that present day legal discourse retains its identity as a highly specialized and distinctive discourse type or genre of English. He points out that there is not one legal discourse but a set of related legal discourses. Each one has its distinct characteristics, but each differs from the other according to the situation in which it is used. He mentions judicial discourse (the language of judicial decision, either spoken or written), courtroom discourse (used by judges, court officials, witnesses, and other participants), the language of legal documents (contracts, regulations, deeds, wills, Acts of Parliament, or statutes) and the discourse of legal consultation: between lawyer and lawyer, lawyer and client.

1.1. English legal discourse

Tiersma (1999) shows to what extent 'legalese' is a product of its past, when Anglo-Saxon mercenaries, Latin-speaking missionaries, Scandinavian raiders, and Norman invaders all left their marks on the language that lawyers use today. On his part, Mellinkoff (1963) conducts a historical approach to describe how the language of the law developed to its present state. He investigates the continuous and successive influence of Old English, Latin, various forms of French (especially Anglo-Norman), Middle English, and Modern English on the words and expressions in law throughout history. He describes the language of the law as the customary language used by lawyers in those Common Law jurisdictions where English is the official language. He indicates that there are nine distinctive characteristics of legal English:

1. Frequent use of common words with uncommon meanings.
2. Frequent use of Old English.
3. Frequent use of Latin words and phrases.
4. Frequent use of old French and Anglo-Norman words.
5. Use of terms of art.
6. Use of argot (the jargon of a particular group or class).
7. Frequent use of formal words.
8. Deliberate use of words and expressions with flexible meanings.
9. Attempting extreme precision of expression.

Crystal and Davy (1969) indicate that "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) Accordingly, a legal text exhibits a high degree of linguistic conservation, incorporated in written instruction such as court judgments, police reports, constitutions, charters, treaties, protocols and regulation. They describe legal texts as formulaic, predictable and almost mathematic indicating that "a common linguistic formula in legal texts is 'if X, then Z shall be Y' or 'if X, then Z shall do Y.'" (p. 203).

1.2. Arabic legal discourse

Legal language in Arabic has two principal foundations: Islamic Law and Common Law. Legal discourse has its own idiosyncratic features and distinctive structures. Emery (1989) states that:

Arabic legal texts exhibit their own features of structure and style. They make more use of grammatical cohesion (through reference and conjunction) and of finite structures than their English counterparts, and less use of passives. In addition, they are not characterized by the use of archaic vocabulary and morphology. The two languages differ in their patterns of nominalization, creation of binominals and in their use of highlighting and text markers. (p. 10)

Arabic legal language incorporates a wide range of terms and expressions emanating from the Islamic law the sources of which are the Holy Quran and the *Sunna* (Prophet Muhammad's legal decisions, deeds, and utterances). Together, they form what is called in Arabic "*Shari'a*".

According to El-Farahaty (2015, pp.31-51), Arabic legal language is generally characterized by the following features:

Lexical features

- Religious, culture-specific and system-based terms and expressions; e.g. (على كتاب الله وسنة) رسول الله: According to the Holy Book of Allah and the Sunnah of His Messenger)
- Formality; e.g. (حضرة صاحب الجلالة): His Majesty)
- Gender-based terms: terms that are marked for masculine (المتعاقد: the contracted party, الشاهد: the witness)
- Archaic terms; e.g. (المنكور أعلاه): the above mentioned)

Syntactic features

- Nominalization; eg. (تحقيق التنمية...ورفع مستوى المعيشة): achieving development....raising the standards of living)
- Passivisation; eg. (يفسخ هذا العقد فوراً): This contract is revoked immediately)
- Modals; e.g. (يجب: must, يجوز: may)
- Complex sentence structure: Lack of well-defined sentence boundaries and inconsistent use of punctuation marks result in long, complex sentences.
- Doublets and triplets; e.g. (بدون تنبيه أو إنذار: without any prior notice, عيب أو تلف أو خلل: fault, harm or damage)
- Participles: There are some grammatical features in Arabic legal texts, such as (إسم المفعول (the passive participle) and (المطلق المفعول (the absolute object), or 'the cognate accusative'; e.g. (عاين الشقة معاينة تامة): he has fully inspected the apartment.

Textual features

- Lexical repetition: the occurrence of a word, phrase or structure more than one time in text,
- Reference: using cohesive devices to trace participants and establish cohesive links in a text,
- Conjunctions and punctuation: Arabic uses conjunctions such as (و (and), (أو (or), (ف (and), (كما (also / in addition), (هذا (this). In terms of punctuation, the full stop and the comma are the most common punctuation marks used.

2. The field of contracts

Contracts fall into the category of written legal genres with a great formality in style caused by the use of some formulaic and fixed expressions. Newmark (1982) suggests that when dealing with legal documents like contracts that are concurrently valid in the TL, the translator should focus on a communicative approach. Vermeer (1989), on his part, contends that legal criteria should be taken into account when opting for a particular translation strategy since the meaning of legal texts is determined by the legal context: "for instance, in regard to contracts, the decision whether and to what extent target language formulae should be used is determined primarily by the law governing the contract. This fact is essential because it determines whether the contract will be interpreted according to the source or the target legal system." (p.99). In official translations of contracts, the strategies used must focus on the principle of fidelity to the ST. Sarcevic (1997,) indicates that:

Legal translators have traditionally been bound by the principle of fidelity. Convinced that the main goal of legal translation is to reproduce the content of the ST as accurately as possible, both lawyers and linguists agreed that legal texts had to be translated literally. For the sake of preserving the letter of the law, the main guideline for legal translation was fidelity to the ST. Even after legal translators won the right to produce texts in the spirit of the target language, the general guideline remained fidelity to the ST. (p.16)

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

3. Translating Legal texts: an overview

El-Farahaty (2016, p. 475) indicates that legal translation from English into Arabic or vice versa is more difficult because of the wide gap between English and Arabic language systems, on the one hand, and legal systems, on the other. She further points out that both languages belong to different language families, Arabic being a Semitic language while English belongs to the Indo-European languages. Thus, translators from and into Arabic face difficulties at different linguistic levels, such as terminological (*Shari'a* Law vs. Common Law terms), syntactic (modals and passive structures incongruities) and textual (lexical repetition and punctuation marks). Accordingly, translating a legal text from Arabic into English requires a painstaking effort on the part of the translator as he needs not only the target language but also the source and target legal systems. Sarcevic (1997, p. 13) postulates that the rendering of legal texts from the SL into the TL is rather 'a translation from one legal system into another – from the source legal system into the target legal system'.

As legal documents vary considerably, the legal translator needs to take into consideration the categorization of each legal text. Cao (2013, p.1) provides a classification of legal translation

according to different criteria. First, legal translation has been categorized according to the subject matter of the SL texts into the following categories: (a) translating domestic statutes and international treaties; (b) translating private legal documents; (c) translating legal scholarly works; and (d) translating case law. Second, legal translation can also be categorized according to the status of the SL texts: (a) translating enforceable law, e.g., statutes; and (b) translating non-enforceable law, e.g., legal scholarly works. Third, legal translation can be classified according to the functions of legal texts in the SL: (a) primarily prescriptive, e.g., laws, regulations, codes, contracts, treaties, and conventions; (b) primarily descriptive and also prescriptive, e.g., judicial decisions and legal instruments that are used to carry out judicial and administrative proceedings such as actions, pleadings, briefs, appeals, requests, petitions, etc.; and (c) purely descriptive, e.g., academic works written by legal scholars, for example legal opinions, law textbooks, and articles, the authority of which varies in different legal systems (Sarcevic, 1997, p. 11).

4. Methods of Translation

4.1. Vinay and Darbelnet's model:

The term used by Vinay and Darbelnet (1958) to describe the methods is "*procédés*" in their seminal work "*les procédés techniques de la traduction*" (pp. 46-55). They identify seven basic procedures operating on three levels of style: lexis, distribution (morphology and syntax) and message. The procedures are classified as *direct* (or literal) and *oblique* (or free).

Literal translation occurs when there is an exact structural, lexical, even morphological equivalence between two languages. According to the authors, this is only possible when the two languages are very close to each other. Oblique translation occurs when word-for-word translation is impossible. The seven procedures are as follows:

- **Borrowing:** it is a word taken directly from another language; for example, the English word "bulldozer" has been incorporated directly into other languages.
- **Calque:** it is a special kind of borrowing whereby a language borrows an expression from another but then translates literally each of its elements; e.g., "*fin de semaine*" from the English "weekend".
- **Literal Translation:** or word-for-word translation is the direct transfer of a SL text into a grammatically and idiomatically appropriate TL text in which the translators' task is limited to observing the adherence to the linguistic servitudes of the TL; e.g., "the ink is on the table" and "*l'encre est sur la table.*"
- **Transposition:** it involves replacing one-word class with another without changing the meaning of the message; e.g., "as soon as he gets up": "*Dès son lever*". The word class of the English verb "gets up" is replaced by a noun in French "*son lever*".
- **Modulation:** it is a variation of the form of the message, obtained by a change in the point of view. This change can be justified when, although a literal, or even transposed,

translation results in a grammatically correct utterance. It is considered unsuitable, unidiomatic or awkward in the TL; e.g., ‘it is not difficult to show...’: ‘*Il est facile de démontrer...*’

- **Equivalence:** in this procedure, the same situation can be rendered by two texts using completely different stylistic and structural methods; e.g., ‘too many cooks spoil the broth’: ‘*Deux patrons font chavirer la barque.*’
- **Adaptation:** it is used in those cases where the type of situation is referred to by the SL message is unknown in the TL culture. In such cases translators have to create a new situation that can be considered equivalent; e.g., “cycling” for the French, “cricket” for the English and “baseball” for the Americans.

4.2. Newmark’s model:

Newmark (1988, pp. 45-53) considers that the central problem of translating has always been whether to translate literally or freely. He identifies the following translation methods:

- **Word-for-word translation:** it is a method in which the SL word-order is preserved and the words translated singly by their most common meanings, out of context.
- **Literal translation:** in literal translation, the SL grammatical constructions are converted to their nearest TL equivalents but the lexical words are again translated singly.
- **Faithful translation:** a faithful translation attempts to reproduce the precise contextual meaning of the original within the constraints of the TL grammatical structures. It ‘transfers’ cultural words and preserves the degree of grammatical and lexical ‘abnormality’ (deviation from SL norms) in the translation. It attempts to be completely faithful to the intentions and the text-realization of the SL writer.
- **Semantic translation:** ‘semantic translation’ differs from ‘faithful translation’ in that the first is uncompromising and dogmatic, while the second is more flexible. In other words, the central concern of the translation is to convey the meaning of the phrase and sentence through paraphrasing, or even literal depending on the purpose of the translator.
- **Adaptation:** it is the ‘freest’ form of translation. It is used mainly for plays (comedies) and poetry; the themes, characters, plots are usually preserved, the SL culture converted to the TL culture and the text rewritten.
- **Free translation:** using this method, the translator reproduces the matter without the manner or the content without the form of the original. Usually, it is a paraphrase much longer than the original; it is also called ‘intralingual translation’.

- **Idiomatic translation:** it reproduces the 'message' of the original but tends to distort nuances of meaning by preferring colloquialisms and idioms where these do not exist in the original.
- **Communicative translation:** this method attempts to render the exact contextual meaning of the original in such a way that both content and language are readily acceptable and comprehensible to the readership.

4.3. Sarcevic's model:

Sarcevic (1985, p.128) considers that the following translation procedures are used by translators of laws to fill lexical gaps resulting from SL culture-bound terms: transcription, transliteration, the functional approach to translation, loan translation, adaptation, lexical expansion, and descriptive substitution.

- **Transcription:** it is an acceptable translation procedure only if the SL term has already been naturalized into the terminology of the TL or the meaning of the term is evident from the context.
- **Transliteration:** it points to the transcription of the SL term with the use of the TL alphabets where the SL term appears as a loan word in the TL, and is often placed between inverted commas or is italicized.
- **Functional Approaches to Translation:** they are derived from a general theory of translation called "Skopos theory", brought forward by the German scholar Hans J. Vermeer in the late 1970s and early 1980s. It was soon taken up by several scholars who were teaching at the schools for translator and interpreter for its application in their translation classes. The functional approach to translation aims at producing a text which goes in line with the cultural expectations of the target reader. Unlike traditional translation approaches, the functional approach to translation claims that the same text can be translated differently on the basis of the communicative function of the translated text.
- **Loan translation:** in loan translation, a compound word or expression is translated literally into the TL. Word-for-word translation is used whenever the source term is semantically motivated or transparent.
- **Adaptation:** in adaptation, the SL term is adapted to designate something in the social reality of the TL with a similar function. In other words, a cultural equivalent is used. In our case, this would mean replacing the recognized loan translation by a cultural equivalent in the TL.
- **Lexical expansion:** the primary procedure of over-translation used by legal translators to compensate for under-translation is lexical expansion. In lexical expansion, supplementary

information is either inserted into the text itself or provided in marginal help such as glossaries or marginal notes.

- **Descriptive substitution:** it is used as a part of translation couplet, which consists of the transliterated SL term, followed by descriptive substitution in brackets. It is adopted when there is no one-to-one correspondence between the SL culture-specific term and the TL legal terminology which can designate the same legal concept.

5. Discussion and analysis

5.1. Quantitative analysis of the frequency of translation techniques in the TT

Table 1 shows the techniques used in translating the marriage contract:

Translation techniques	No. of occurrences	Proportion of techniques
Word-for-word translation	35	37%
Literal translation	25	26%
Translation by omission	20	21%
Communicative translation	10	11%
Translation by adaptation	5	5%
Total	95	100%

As shown in the above table, ‘word-for-word translation’ comes in the first place with a percentage of 37 percent. In the second place comes both ‘literal translation’ with a percentage of 26 percent. ‘Translation by omission’ comes in the third place with a frequency of 21 percent, whereas ‘communicative/ functional translation’ and ‘translation by adaptation’ have registered only eleven and five percent respectively.

5.2. Qualitative analysis of the frequency of translation techniques in the TT

2.1 Word-for-word/literal translation:

In order to preserve the religious nature of the text, the translator opted for the techniques of word-for-word translation and literal translation (for the distinction between the two techniques, see Newmark’s model above) as the following examples show:

ST

- بناء على الإذن بتوثيق عقد زواج معتنقي الإسلام والأجانب
- الحل للزواج الخالية من موانعه
- يجوز لهما في إطار تدبير الأموال التي ستكتسب أثناء قيام الزوجية الاتفاق على استثمارها وتوزيعها في وثيقة مستقلة عن عقد الزواج

TT

- On the basis of authorization...to contract marriage for foreigners and those converting to Islam
- fit for marriage and free from impediments thereto
- they could, regarding the investment and distribution of the property to be acquired during the matrimonial time, write a separate document therefore.

The layout of the marriage contract in the source text (see Appendix A) follows a standard skeletal plan; a heading containing a Qur'anic version, the Ministry of Justice and Liberties and its logo, the court contracting the marriage, a margin specifying the registration number, record number, marriage record number...etc. The body of the document is a one-paragraph text characterized by long sentences and lack, if not absence, of punctuation marks. To convey the meaning to the target reader, the translator changed the layout of the original text (see annex 2) in such a way that the target reader smoothly understands the target text. This change of layout helped the translator to escape from excessive literalism that faces the overwhelming majority of legal translators of marriage contracts between Arabic and English. The table and the chart above show clearly that word-for-word translation and literal translation are the most frequent techniques used by the translator; altogether with a percentage of 60%. This percentage is quite normal with regard to the kind of religious and cultural-specific terms and expressions characterizing Arabic legal marriage contracts.

2.2 Translation by omission

Arabic official documents such as marriage contracts include Islamic elements referring to Allah at the beginning of the contract such as the *basmala* "بسم الله الرحمن الرحيم" (in the name of Allah, Most Gracious, Most Merciful) on the top of the contract, followed by a Qur'anic benediction verse "ربنا هب لنا من أزواجنا وذرياتنا قررة أعين واجعلنا للمتقين إماما", translated into English as "Our Lord! Grant unto us wives and offspring who will be the comfort of our eyes, and give us (the grace) to lead the righteous." (Yusuf Ali, 1938). Another expression is used in the ST "صدق الله العظيم" (True are the words of Allah the Almighty). The translator has used omission fully or partly; sometimes he omits part of a phrase, other times, he omits the whole phrase. Below are some examples of omission used by the translator, the omitted elements are underlined:

2.2.1 Fully omitted phrases/ elements:

- بسم الله الرحمن الرحيم
- ربنا هب لنا من أزواجنا وذرياتنا قررة أعين واجعلنا للمتقين إماما
- صدق الله العظيم
- والله سبحانه يولف بينهما لما يحبه ويرضاه

2.2.2 Partly omitted phrases/ elements

ST	TT
الحمد لله تزوج <u>على بركة الله</u>	- Praise be to God...the bonds of
<u>وحسن عونه وتوفيقه</u>	- marriage are established between...
عازبة <u>بذكرها</u>	- single
على صداق <u>مبارك قدره</u>	- The dowry was fixed at...
قبضت الزوجة من الزوج المذكور جميع	- ...which the wife received in full
الصداق قبضا تاما <u>فأبرأته منه فبرئ</u>	

The fully omitted elements, benedictory formulas, are perhaps omitted because the translator thinks that they are not relevant to the target culture and are not legally-binding. Mayoral Asensio (2003) comments on this as follows:

Documents under Islamic law traditionally use [a] set [of] formulas of salutation referring to God. Very often these are fragments, more or less literal, from the Koran. They are inter-textual references, fully meaningful in the Arabic text, but this inter-textuality is lost in non-Islamic cultures... These ritual formulas do not have any relevance for the legal validity of the document; consequently, the possibility of omitting their translation remains open. (p. 21)

Aixela (as cited in El-Farahaty, 2015, p. 80) justifies the omission of culture-specific elements in cases where they are either unacceptable in the target culture or irrelevant to the target reader or when the item in question is ambiguous.

2.3 Communicative/ functional translation:

The examples below show that the translator rendered the contextual meaning of the original text so as to convey the overall meaning to the target reader. In the first example, he translated the word “الترجمة” (translation) as “communication” which is literally translated “تواصل”. The choice of the translator is suitable in this context because the intended meaning is facilitating communication rather than translating or interpreting which is often conducted by a professional translator or interpreter.

In the second example, the translator translated the phrase “وهما متمتعان بالأهلية والتمييز والاختيار” as “while the persons concerned being sound in mind and memory and legally competent” which is more comprehensible to the target than the literal translation “while enjoying competency, distinction and choice”.

In the last example, the translator used the loan words “*Qur'an*” as an equivalent to “كتاب الله” and “*Sunnah*” as an equivalent to “سنة رسوله الكريم” both composed of three words.

ST	TT
قام بعملية الترجمة من اللغة الانجليزية إلى العربية السيد...	- Communication was facilitated by Mr...
وهما متمتعان بالأهلية والتمييز والاختيار	- while the persons concerned being sound in mind and memory and legally competent
تزوجها على كتاب الله تعالى وسنة رسوله الكريم	- in accordance with the <i>Qur'an</i> and <i>Sunnah</i>

2.4 Translation by adaptation:

In order to translate the term “*sadaq*” into English, the translator used the technique of ‘cultural adaptation’ by providing the nearest equivalent in the English culture “dowry”. Looking up the word “dowry” in different dictionaries, we find the following definitions:

1- The definition provided by Collins Online Dictionary:

Dowry: the money or property brought by a woman to her husband at marriage

2- The definition provided by Oxford Online Dictionary:

Dowry: An amount of property or money brought by a bride to her husband on their marriage

3- Definition provided by Black's Law Dictionary Free Online Legal Dictionary:

Dowry: The property which a woman brings to her husband in marriage; now more commonly called a "portion." By dowry is meant the effects which the wife brings to the husband to support the expenses of marriage.... This word expresses the proper meaning of the "dos" of the Roman, the "dot" of the French, and the "dote" of the Spanish law, but is a very different thing from "dower," with which it has sometimes been confounded. By dowry, in the Louisiana Civil Code, is meant the effects which the wife brings to the husband to support the expenses of marriage. It is given to the husband, to be enjoyed by him so long as the marriage shall last, and the income of it belongs to him. He alone has the administration of it during marriage, and his wife cannot deprive him of it. The real estate settled as dowry is inalienable during the marriage, unless the marriage contract contains a stipulation to the contrary.

The three definitions show that there is a contradiction regarding the beneficiary of the dowry. In Western culture in general, the amount of money is given by the wife to her husband as opposed to the Islamic culture. In this case, the translator should have used the technique of descriptive substitution (see 2.9 above) which consists in the transliterated SL term (*sadaq*), followed by descriptive substitution in brackets (dowry). In this context Mayoral Mayoral Asensio (2003) argues:

The Arabic *sadaq* is regularly translated as dowry. But the dowry (in fact, *shiwari*) is offered to the bride by her father as a custom whereas the *sadaq* is offered by the bridegroom as an element necessary for the legal validity of the marriage. This is usually law-risk information but could become critical. For instance, it could lead to the annulment of the marriage by a Spanish judge applying Moroccan law. (p. 62)

The translator further opted for the techniques of adaptation and lexical expansion to render the term "*adlayn*" (the plural form of "*adl*") as "notaries of Islamic Law" using a general word "notary" plus "Islamic Law" to compensate for under-translation. A notary according to Collins Online Dictionary is "a person, usually a lawyer, who has legal authority to witness the signing of documents in order to make them legally valid". However, other Moroccan legal translators prefer the word "two *aduls*" to preserve the cultural connotations for the original word.

The translator translated the expression "الحمد لله وحده" using its nearest equivalence in English "Praise be to God". According to the online dictionary Merriam-Webster "[It is] used to express happiness or relief that something did or did not happen." However, "God" is differently conceived by Muslims and Christians, although the definitions roughly mention no difference between the two cultures. Oxford Online Dictionary provides the following definition: "(In Christianity and other monotheistic religions) the creator and ruler of the universe and source of all moral authority; the Supreme Being."

Regardless of the definitions provided above, Islam emphasizes that God (Allah) is strictly singular (Tawhid), while Christians believe that there is one God who is embodied in three gods (Trinity): God the Father, the Son (Jesus Christ) and the Holy Spirit.

Conclusion

This paper explores a number of techniques followed and adopted in the field of legal translation, with varying degrees. Among these techniques and strategies are literal translation, free translation, the functional approach to translation, transliteration/ transcription, loan translation, adaptation, translation by omission, lexical expansion...etc.

In translating religious and culture-based terms and expressions in marriage contracts, it is noticed that the translator chiefly used the techniques of literal translation and word-for-word translation in order to preserve the specificity of these terms. However, in several cases, this literalism proves meaningless, hence resorting to other techniques such as translation by omission, communicative translation and translation by adaptation.

It is concluded from the analysis of the translated marriage contract that legal translators need to familiarize themselves with the legal systems of both the source and target languages before they start translating, because the difference of the legal systems imposes on the translator a painstaking effort to decipher the meaning of the source text and convey it to the target language. To do so, translators need training and coaching that focus on the integration of functional and pragmatic perspectives to legal translation.

Limitations of the Study

The study is only a preliminary step in investigating major translation methods used in the translation of private legal documents, especially marriage contracts. The work provides some translation methods used in legal translation, but it does not cover the methods in an exhaustive way. This could be explained, on the one hand, by the scarcity of research in this field and, on the other hand, by the corpus used in this study which is restricted to a single example of marriage contract which could be oblivious of other methods and techniques of translation.

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References:

- Al Aqad, M. H. (2014). Translation of Legal Texts between Arabic and English: A Case of Marriage Contracts, *Arab World English Journal*, 5, (2), 110-121.
- Bhatia, V. K. (1982). *An Investigation into Formal and Functional Characteristics of Qualifications in Legislative Writing and its Application to English for Academic Legal Purposes*. Birmingham: University of Aston PhD thesis.
- Bhatia, V. K. (1983). An Approach to the Linguistic Study of Legal Documents. *Fachsprache*, 5, (3), 98-108.
- Bhatia, V. K. (1993). *Analyzing Genre: Language Use in Professional Settings*. London: Longman.
- Cao, D. (2007). *Translating Law*. Clevedon: Multilingual Matters.
- Cao, D. (2013). Legal Translation. *ResearchGate*, 1-6. DOI: 10.1002/9781405198431.wbeal0679.
- Crystal, D. & Davy, D. (1969). *Investigating English Style*. London: Longman.
- El-Farahaty, H. (2015). *Arabic-English-Arabic Legal Translation*. London: Routledge.
- El-Farahaty, H. (2016). Translating Lexical Legal Terms between English and Arabic, *International Journal for The Semiotics of Law - Revue Internationale de Sémiotique Juridique*, 29 (2), 473-493.
- Emery, P. G. (1989). 'Legal Arabic Texts: Implications for Translation. *Babel*, 35, 1-11.
- Maley, Y. (1994). The Language of the Law. In Gibbons, J. (ed) *Language and the Law* (pp. 11-50). London and New York: Longman.
- Mattila, H. (2006). *Comparative Legal Linguistics*, Translated by Christopher Goddard. UK: Ashgate.
- Mayoral Asensio, R. (2003). *Translating Official Documents*. Manchester: St. Jerome.
- Mellinkoff, D. (1963). *The Language of the Law*. Boston: Little Brown.
- Newark, P. (1982). *Approaches to Translation*. Oxford: Pergamon.
- Newmark, P. (1988). *A Textbook of Translation*. New York: Prentice.
- Saqf Al-Hait, A. (2010). *The Reliable Guide to Legal Translation*. Amman: Dar Al-Thaqafa for Publishing and Distribution.
- Sarcevic, S. (1985). Translation of Culture-bound Terms in Laws, *Multilingua - Journal of Cross-Cultural and Interlanguage Communication*, 4 (3), 127-134.
- Sarcevic, S. (1997). *New Approach to Legal Translation*. The Hague: Kluwer Law International.
- Tiersma, P. M. (1999). *Legal Language*. Chicago: University of Chicago Press.
- Vermeer, H. J. (1989). Skopos and Commission in Translational Action. In Chesterman, A. (ed), *Readings in Translation Theory* (pp. 173-187). Helsinki: Oy Finn Lectura Ab.
- Vinay, J.P., & Darbelnet J. (1958) : *Stylistique Comparée du Français et de l'Anglais*. Paris: Didier.
- Yusuf Ali, A. (1938). *Translation of Quran by Abdullah Yusuf Ali*, available at <http://www.quranonline.net/html/trans/options/yali/25.html>
- Dowry. (2018). In The Law Dictionary. Retrieved from <https://thelawdictionary.org/dowry>
- Dowry. (2018). In Collins Dictionary. Retrieved from <https://www.collinsdictionary.com/dictionary/english/dowry>

Dowry [Def. 1]. In Oxford Dictionary. Retrieved from <https://en.oxforddictionaries.com/definition/dowry>
God. (2018). In Oxford Dictionary. Retrieved from <https://en.oxforddictionaries.com/definition/god>
Notary. (2018). In Collins Dictionary. Retrieved from <https://www.collinsdictionary.com/dictionary/english/notary>

APPENDIX A. (ST)



بِسْمِ اللَّهِ الرَّحْمَنِ الرَّحِيمِ
﴿ربنا هب لنا من أزواجنا وذرياتنا قرة أعين
واجعلنا للمتقين إماما﴾ صدق الله العظيم

المحكمة الابتدائية بالقنيطرة (قسم قضاء الأسرة)
وصل عدد :

المملكة المغربية
وزارة العدل
والحرية



زواج

محل تصدق محمد
.....
بتاريخ :
11 أكتوبر 2016
تجاه الأئمة
رقم :
.....
ضمن بعد
.....
تاريخ التوثيق :
11 أكتوبر 2016
تجاه الأئمة
رقم :
.....

الحمد لله وحده بناء على الإذن بتوثيق عقد زواج معتقلي الإسلام و الأجانب من قاضي الأسرة المكلف
بالزواج عدد بتاريخ 2016/10/10 ملف مستندات الزواج رقم
المودع بقسم قضاء الأسرة بالمحكمة الابتدائية بالقنيطرة نحن
المتنصين للإشهاد بدائرة محكمة الاستئناف بالقنيطرة تلقينا بمنكرة المحفظ للعدل الأول رقم تحت عدد
صحيفة على الساعة الثالثة و النصف من مساء يوم الاثنين ثامن محرم عام ألف وأربعمائة
وثمانية وثلاثون 1438 هـ الموافق عاشر أكتوبر سنة ألفين و ستة عشرة (2016/10/10)م الزواج الاتي
نصه الحمد لله وحده تزوج علي بركة الله و حسن عونه و توفيقه السيد
المولود في
يراوليندي بباكستان من والديه
بريطاني الجنسية مسلم النيانة جواز سفره رقم
2016/08/16 و يملك العمل به الي غاية 2026/08/16 مهنته محاسب حالته العائلية مطلق بذكره
ساكن مألزيري رود سلوث وودفورد لندن انجلترا الانسة
مغربية الجنسية تعريفها الوطني
بن بنت
مهنتها طالبة حالها العائلية عازبة يذكرها الساكنة تجزئة المنزه بئر الراسي
رقم الشرقية القنيطرة الحل للزواج الخالية من مواعده على صدق مبارك قدره
ترههم
(قبضت الزوجة من الزوج المذكور جميع الصداق قبضا تاما اعترافا لشهيديه فأبرته منه
فبرعا تزوجها على كتاب الله تعالى وسنة رسوله الكريم عقد زواجها وانها المذكور المزدك في
مغربي الجنسية تعريفه الوطني رقم
مهنته متقاعد الساكن بنفس عنوان ابنته
اعلاء بتفويض منها له على ذلك بإشهاد شهيديه ويشهدان به بعد صدور الإيجاب والقبول من المتعاقدين
وعسا متمتعان بالأهلية والتميز والاختيار و لشعر الزوجان من طرف شهيديه بأنه يجوز لهما في
إطار تدبير الأموال التي مكتسب لثناء قيام الزوجية الاتفاق على استثمارها وتوزيعها في وثيقة مستقلة
عن عقد الزواج والله سبحانه يولف بينهما لما يحبه ويرضاه و قام بعملية الترجمة من اللغة الانجليزية
الى العربية السيد المزدك في
من والديه بن بنت
مغربي الجنسية مهنته طالب تعريفه الوطني رقم
الساكن بنفس العنوان اعلاء و تم هذا
الزواج بعد ثلاثة مضمونه عليهم عرفوا قدره شهد به عليهم من أشهوده على ذلك وحرر بتاريخه
توقيع الزوج توقيع الزوجة توقيع الوصي



APPENDIX B. (TT)

ARABIC-ENGLISH TRANSLATION

Kingdom of Morocco
Ministry of Justice and Liberties
Court of First Instance of Kénitra
Family Justice Division

MARRIAGE CONTRACT

Recorded under xxxx, marriage record xxxx, on October 11th, 2016.
Registered under xxxxxx, marriage register xxxxx, on October 11th, 2016.

Praise be to God. On the basis of authorization xxxxxxxx to contract marriage for foreigner and those converting to Islam, issued by the Family Judge in charge of marriage, on October 10th, 2016, file of marriage documents xxxxxxxx, held by the Registry Office of the Court of First Instance of Kénitra, the undersigned notaries of Islamic law, Mr. xxxxxxxx and Mr. xxxxxxxx, accredited to receive and issue testimony within the jurisdiction of the said court, received at 03:30 p.m., on October 10th, 2016, the following testimony filed under xxxxxx, folio xxxxxxxx, record book xxxxxxxx, held by the first notary:

The bonds of marriage are henceforth established between:

Mr. xxxxxxxxxxxx, British citizen, born in Rawalpindi, Pakistan, on xxxxxxxx, to his father xxxxx xxxxxxxx son of xxxxxxxxxxxx and to his mother xxxxxxxxxxxx, Muslim, holder of passport xxxxxxxxxxxx, issued by the British authorities, on August 16th, 2016, valid until August 16th, 2026, Accountant, divorced, residing at xxxxxx Malmesbury Road South Woodford, London xxxxxxxxxxxx, England, and;

Miss xxxxxxxxxxxx, Moroccan citizen, born in Fes, on xxxxxxxx, to her father xxxxxx son of xxxxxxxx, and to her mother xxxx daughter of xxxxxx, holder of National ID Card xxxxxxxxxxxx, student, single, residing at Lot. Menzeh xxxxxxxx, Bir Rami Est, Kénitra, fit for marriage and free from impediments thereto.

The dowry was fixed at xxxxxxxxxxxx Dirhams (xxxxxxx MAD), which the wife received in full.

With her full consent, the bride was given for marriage in accordance with the Qur'an and Sunnah, by her father born on xxxxxxxxxxxx, Moroccan citizen, holder of National ID Card xxxxxxxx, retired, residing at the same address as his daughter, which the groom and the bride fully accepted after they were informed that they could, regarding the investment and distribution of the property to be acquired during matrimonial time, write a separate document therefore. Communication was facilitated by Mr. xxxxxxxx, born on xxxxxxxx, to his father xxxxxx son of Said and to his mother xxxx daughter of xxxxx, Moroccan citizen, student, holder of National ID Card xxxxxxxx, residing at the above address. The said spouses signed hereunder after the content herein was explained to them

In witness whereof, this contract was transcribed on the date hereof, while the persons concerned being sound in mind and memory and legally competent.

Follow the signatures of the groom, bride and Tutor.

Follow the signatures of the aforementioned notaries of Islamic Law, and the authentication by the Notarial Judge Mr. xxxxxxxx, his signature and seal on October 11th, 2016.

-----End of translation-----
I, xxxxxxxx, sworn translator, hereby certify that the above is an exact and accurate translation of the submitted document.

Translation # 16-0239
Kénitra, on October 11th, 2016.