

## **Lecture 9: Translating Legal Sentences**

### **1.1. An Overview**

English legal language is different from ordinary language and there is rich use of unusual sentences in it. Moreover, it is known for its incomprehensibility and obscurity; and this explains why it is, sometimes, referred to as a 'legalese' which expresses the irony of the fact that it may be regarded as a foreign language and incomprehensible to speakers outside the law profession.

Furthermore, law language is characterized by its specific grammar, archaic lexicon, and general fuzziness.

### **1.2. Characteristics of Legal Language**

#### **1. Terms of Latin and French Origin**

One of the many noticeable features of English legal lexicon is the existence of Latinism (Latin terms) in its terminology. Here are some Latin phrases and words in common use nowadays.

- Bona fide (good faith or in good faith)
- Alibi (elsewhere; the fact or state of having been elsewhere when an offence was committed)

Like Latinisms, the existence of legal French items within English legal language is also apparent.

The following terms are originally French:

Contract, proposal, schedule, terms, conditions, policy, alias, quash and so on.

#### **2. Archaisms**

An archaism, *according to Webster dictionary (1989)*, is an ancient word or idiom; an antiquity of style or use; and the survival of something from the past. English legal lexicon is considerably loaded with archaic legal terms.

Among archaisms are the ones realized in 'portmanteau' words of compounds which consist of an adverbial place to which a preposition-like word has been suffixed. Examples are 'hereto', 'hereon', 'hereunder', 'herein', 'hereunto', 'hereinbefore', 'hereinafter', 'thereof', 'thereafter', 'whereof', and so on.

### 3. Collocations

Words which go together in definable combinations can be said to collocate. Actually, there is a common use of collocations in which synonyms or near synonyms are combined in pair 'doublets.' Such words can be either nouns, verbs, adjectives or even prepositions.

- null and void                      لاغ و باطل
- fraud and deceit                      غش و خداع
- acknowledge and confess              يقر و يعترف
  
- each and every                      كل
- free and clear of                      خالي من
- made and signed                      تحرر

### 4. Lexical Repetition

In legal writing, draftsmen avoid the use of anaphoric reference devices or referential pronouns, and these are: the personal pronouns (*he, she, it, etc.*) or the demonstrative ones (*this, that, etc.*).

- يدفع المستأجر الى المؤجر في مكتب المؤجر ...

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

### 5. Modality

#### 5.1. Using "Shall"

Shall is used to express the following:

#### A. Obligation

The modal "*shall*" is used almost exclusively to express obligation in legal texts. In ordinary English, *shall* is used to mainly to talk about the future, to ask for instructions or decisions, but sometimes it can also express obligation.

1. (يجب) على العامل التقيد بمواعيد العمل الرسمية.

Employee shall adhere to official working times.

2. يجب على الشركة الانتهاء من المشروع في الموعد المحدد لذلك.

Company shall complete the Project as scheduled.

3. **يعوض** صاحب العمل المقاول عن كل المطالبات و الأضرار و التكاليف و المصاريف و النفقات التي تنشأ عن أي عمل او اهمال من جانب صاحب العمل.

The Employer shall indemnify the Contractor against all claims, damages, costs, charges and expenses resulting from any act or neglect of the Employer.

## **B. A Legal Rule**

1. تخضع كل السلع الغذائية لضريبة المبيعات.

All food commodities shall be subject to Sales Tax.

2. يجب ان يكون الاخطار مكتوباً.

Notice shall be in writing.

## **5.2. Using "May" and "May not"**

In English, "May" corresponds to "*is permitted to*" or "*has discretion to*."

1. يجوز للامم المتحدة ان تحتفظ بأموال أو ذهب او عملة من اي نوع.

The United Nations may hold fund, gold, or currency of any kind.

2. للمشتري تقديم إشعار خطي الى البائع لإنهاء العقد.

The Buyer may give written notice to the Seller to terminate the Contract.