Difficulties Encountered in Translating Some Legal Texts from Arabic Into English

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Translation is both a social and cultural phenomenon, it can neither exist outside a social community and it is within society, nor it can be viewed as a medium of cross-cultural fertilization. This paper aims to investigate the difficulties that a translator may face when dealing with legal texts such as marriage and divorce contracts. These difficulties can be classified according to the present paper into syntactic, semantic, and cultural. The syntactic difficulties include word order, syntactic arrangement, unusual sentence structure, the use of model verbs in English, and difference in legal system. As to the semantic difficulties, they involve lack of established terminology, finding functional and lexical equivalence, word for word translation, synonymous and antonymous words, wordiness and redundancy, loan words, neologism, and paraphrasing. Concerning the cultural difficulties, they relate to differences in traditions and norms, religion and social terminology as well as faiths and doctrines. This paper falls into two parts: part one is theoretical and tackles the definition and significance of legal translation, characteristics of legal texts, the techniques used in legal translation and types of legal texts; whereas part two is practical and deals with the general difficulties of legal texts with special reference to marriage and divorce contracts. It shows the syntactic, semantic and cultural analysis of different forms of marriage and divorce contracts that are translated from Arabic into English. It has been found that translating such legal documents as marriage and divorce contracts pose great difficulties that are due to the differences in legal systems of the two languages. In addition, cultural differences play a major role in mistranslating some terms, for example the words “لا رم”, “ك رب واص درغ بي دون تان فط لا”, “رهم”. The difficulties may arise from the lack of equivalence in both the source and target languages; therefore the translation will be inadequate and inaccurate. Finally, the paper proposes an alternative translation, which sounds more adequate, accurate and equivalent than the given one.

Keywords: legal translation, legal text, marriage and divorce contracts, syntactic semantic and cultural difficulties, equivalence

PART ONE: THEORETICAL REVIEW

Legal Translation: Definition and Significance

Legal translation is considered one of the trickiest translations known. Generally, legal translation is that kind of translation that is concerned with law. It is described as a category in its own right, combining the inventiveness of literary translation with the terminological precision of technical translation. It is a complex process which requires special skills, knowledge and experience on the part of the translator since it involves knowledge of two fields, that are law and language together with the fact that the translator should possess accuracy, speed, knowledge of laws of different cultures, knowledge of vocabulary and confidentiality. Legal translation covers general laws, contracts, patents, tenders, judicial transcripts, appeals, statements, sales deeds and certificates.

In addition, legal translation involves certificates of accuracy, witness statements, depositions, trusts, wills, articles of incorporation, litigation documents, immigration documents, property exhibit labels and in some cases attendance in court by the translator(s). The legal translator should keep in mind that the legal system of the source text (ST) is structured in a way that suits that culture and this is reflected in the legal language; similarly, the target text (TT) is to be read by someone who is familiar with the other legal system and its

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language. In other words, the translator should be highly aware of the fact that when translating legal materials, especially contracts, it is significant to establish certain individuals’ specific duties and rights so that accurate correspondence of these duties and rights in the source and target texts are correctly transmitted.

The importance of legal translation lies in connecting people from different backgrounds. The increase of contact and exchange between people and states resulted in the wide use of this vital tool. In fact, it is not necessary to be used in different states or continents, but also to make it possible for people in bilingual countries to communicate. Furthermore, it is multifold since it allows different cultures to connect, interact and enrich one another, it also contributes to the resolution of medical, political and other professional, social and individual. (Šarčević, 2000, 140)

Characteristics of English Legal Language

Alcaraz (2002, 5) proposes general characteristics of legal language for the translators to keep in mind when faced with any types of legal documents, they are as in below:
1. Legal language is conscious of precedent, conservative, slow to change, formulaic.
2. It is definite, precise and technical.
3. It tends to spell things out with painstaking attention to minute details
4. It is characterized in all its aspects by formality.
5. The formality of certain legal concepts demands a corresponding complexity in sentence structures.
6. Many foreign expressions are found in the legal language, especially Latin and Greek.
7. Archaic diction of legal English.
8. Lexical repetition or redundancy and wordiness.
9. Unusual use of words: “the same”, “such” and “said”.
10. Frequent use of doublets.
11. Lengthy and complex sentences.

<table>
<thead>
<tr>
<th>Characteristics</th>
<th>Arabic</th>
<th>American legal system: motion</th>
<th>British legal system: Reply to Defense</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal language</td>
<td>Arabic</td>
<td>American legal system: motion</td>
<td>British legal system: Reply to Defense</td>
</tr>
<tr>
<td>Conservative</td>
<td>Supreme Court</td>
<td>The court of cassation</td>
<td></td>
</tr>
<tr>
<td>Slow to change</td>
<td>Highest Court in the country</td>
<td>A court that is higher than the court of cassation</td>
<td></td>
</tr>
<tr>
<td>Formulaic</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Complex sentences</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Lexical Equivalent

This technique can be used when the first technique is not possible to be used for the difference of legal systems. Below is an example:

<table>
<thead>
<tr>
<th>SL</th>
<th>TL</th>
<th>Lexical Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>مجلس الاعلى</td>
<td>Supreme Court</td>
<td>The court of cassation</td>
</tr>
<tr>
<td>Moroccan Legal System</td>
<td>Highest Court in the country</td>
<td></td>
</tr>
<tr>
<td>المحكمة الاتحادية العليا</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Iraqi Legal System</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The term “supreme court” has two different equivalents that depend on the legal system of the country, i.e. in the Iraqi legal system it is equivalent to "اعلى الآجال في الاستئناف" and in the Moroccan legal system it is equivalent to "المجلس الاعلى". The court of cassation is a higher court than the court of cassation.

Types of Legal Texts

Generally, Legal texts are written in special style and contain plenty of legal terms. According to Hiltunen (1990: 81), there are three different types of legal writing:
(a) Academic texts which consist of journal articles, essays, proposals, theses and dissertations.
(b) Juridical texts which cover court judgments or law reports, juridical transcripts, appeals, power of attorney, contracts, trusts, wills, pleadings, orders and judgments.
(c) Legislative writings which consist of acts of Parliament, Treaties, constitution, pacts and agreements.

This paper is concerned with the second type only specifically contracts of marriage and divorce.

Techniques and Strategies used in Legal Translation

The techniques used in translation generally vary and sometimes, more than one technique is used in a certain translation depending on the kinds of terms in the text. According to Al-Suliman (2014: 120), there are seven techniques which can be used in legal texts. They are as in below:

Functional Equivalent

Generally, it indicates the coherent relationship between the communicative values of SL and TL; also the relationship among words, sentences, terminological expressions and grammatical structures. In a specific way, that is in legal translation, it means for a translator to translate a legal term in another language. But in some cases, a certain language may have more than one legal system such as Arabic, which uses: “Religion, Law of Napoleon, French Law, Martial Laws”.

Here the translator must find a functional equivalent between the required legal systems. For instance,
For instance, the word "سجى " in the ST can be translated into "prison " in the British system while in the American system it is "penitentiary ". (Rey , 1995: 88).

General Difficulties of Legal Translation

In this paper three major general difficulties of legal translation can be identified; namely, syntactic, semantic and cultural difficulties. Syntactic difficulties can be subdivided into word order, syntactic arrangement, unusual sentence structure, the use of model verbs in English and difference in legal system. However, Semantic difficulties can be subdivided into the lack of established terminology, lack of functional and lexical equivalence, word-for-word translation, wordiness and redundancy, loan words, neologism and paraphrasing. The cultural difficulties can be subdivided into differences in traditions and norms, differences in religion and social terminology.

The Semantic Difficulties

According to Alcaraz and Hughes (2002: 5) legal terms are dynamic and their meanings change due to the changes in the social and cultural environment and the development of human knowledge and new technologies. Furthermore, Legal terms are symbolic or representational signs that refer to things or ideas found in the world of reality, physical or mental and they may be one-word units or compound words. These concepts can be further divided into three subcategories: purely technical legal terms, semi-technical terms and non-technical legal terminology (Ibid:16).

The Syntactic Difficulties

It is claimed that the syntax of legal English is quite simple. The heavy nominal constituents make it complicated (Hiltunen,1990:69). In addition, legal texts consist of long sentences that contain a great number of coordinated and especially subordinated clauses. (Ibid:70)

Therefore, reading and comprehending legal texts are difficult which leads to the idea that long sentences in English tend to be separated by a semi-colon. This may emphasize the important part of the sentence and make it more understandable. The legal sentences are characterized as being very long and complex. In addition, they contain some hidden expressions which make them more complicated. For example, in the marriage contract the below sentence seems very long and complex:

\[\text{ST: } \text{ قَحَتُ زَوُّجَهُ الْأَلْسَنَ مَّلَّهُ فِي قَهَتْ طَالِقَ بِهِ مِنْ لَعَبِيَّةَ الْأَرْضِ وَقَدْ كَانَ بِهِ مَعَهُ مَكِّ وَظَابَتْتُ لَهُ بِهِ فِي قَهَتْ بَيْنَ لَعَبِيَّةَ الْأَرْضِ وَقَدْ كَانَ بِهِ مَعَهُ مَكِّ وَظَابَتْتُ لَهُ بِهِ فِي قَهَتْ بَيْنَ لَعَبِيَّةَ الْأَرْضِ وَقَدْ كَانَ بِهِ مَكِّ وَظَابَتْتُ لَهُ بِهِ فِي قَهَتْ بَيْنَ لَعَبِيَّةَ الْأَرْضِ وَقَدْ كَانَ بِهِ مَكِّ وَظَابَتْتُ لَهُ بِهِ فِي قَهَتْ بَيْنَ لَعَبِيَّةَ الْأَرْضِ وَقَدْ كَانَ بِهِ مَكِّ وَظَابَتْتُ لَهُ بِهِ فِي قَهَتْ بَيْنَ لَعَبِيَّةَ الْأَرْضِ وَقَدْ كَانَ بِهِ مَكِّ وَظَابَتْتُ لَهُ بِهِ فِي قَهَتْ بَيْنَ لَعَبِيَّةَ الْأَرْضِ وَقَدْ كَانَ بِهِ مَكِّ وَظَابَتْتُ لَهُ بِهِ فِي قَهَتْ بَيْنَ لَعَبِيَّةَ الْأَرْضِ وَقَدْ كَانَ بِهِ مَكِّ وَظَابَتْتُ لَهُ بِهِ فِي قَهَتْ بَيْنَ لَعَبِيَّةَ الْأَرْضِ وَقَدْ كَانَ بِهِ مَكِّ وَظَابَتْتُ لَهُ بِهِ فِي قَهَتْ بَيْنَ لَعَبِيَّةَ الْأَرْضِ وَقَدْ كَانَ بِهِ مَكِّ وَظَابَتْتُ لَهُ بِهِ فِي قَهَتْ بَيْنَ لَعَبِيَّةَ الْأَرْضِ وَقَدْ كَانَ بِهِ مَكِّ وَظَابَتْتُ لَهُ بِهِ فِي قَهَتْ بَيْنَ لَعَبِيَّةَ الْأَرْضِ وَقَدْ كَانَ بِهِ مَكِّ وَظَابَتْتُ لَهُ بِهِ فِي قَهَتْ بَيْنَ لَعَبِيَّةَ الْأَرْضِ وَقَدْ كَانَ بِهِ مَكِّ وَظَابَتْتُ لَهُ بِهِ فِي قَهَتْ بَيْنَ لَعَبِيَّةَ الْأَرْضِ وَقَدْ كَانَ بِهِ مَكِّ وَظَابَتْتُ لَهُ بِهِ فِي قَهَتْ بَيْنَ لَعَبِيَّةَ الْأَرْضِ وَقَدْ كَانَ بِهِ مَكِّ وَظَابَتْتُ لَهُ بِهِ فِي قَهَتْ بَيْنَ لَعَبِيَّةَ الْأَرْضِ وَقَدْ كَانَ بِهِ مَكِّ وَظَابَتْتُ لَهُ بِهِ فِي قَهَتْ بَيْنَ لَعَبِيَّةَ الْأَرْضِ وَقَدْ كَانَ بِهِ مَكِّ وَظَابَتْتُ لَهُ بِهِ فِي قَهَتْ بَيْنَ لَعَبِيَّةَ الْأَرْضِ وَقَدْ كَانَ بِهِ مَكِّ وَظَابَتْتُ لَهُ بِهِ فِي قَهَتْ بَيْنَ لَعَبِيَّةَ الْأَرْضِ وَقَدْ كَانَ بِهِ مَكِّ وَظَابَتْتُ لَهُ بِهِ فِي قَهَتْ بَيْنَ لَعَبِيَّةَ الْأَرْضِ وَقَدْ كَانَ بِهِ مَكِّ وَظَابَتْتُ لَهُ بِهِ فِي قَهَتْ بَيْنَ لَعَبِيَّةَ الْأَرْضِ وَقَدْ كَانَ بِهِ مَكِّ وَظَابَتْتُ لَهُ بِهِ فِي قَهَتْ بَيْنَ لَعَبِيَّةَ الْأَرْضِ وَقَدْ كَانَ بِهِ مَكِّ وَظَابَتْتُ لَهُ بِهِ فِي قَهَتْ بَيْنَ لَعَبِيَّةَ الْأَرْضِ وَقَدْ كَانَ بِهِ مَكِّ وَظَابَتْتُ لَهُ بِهِ فِي قَهَتْ بَيْنَ لَعَبِيَّةَ الْأَرْضِ وَقَدْ كَانَ بِهِ مَكِّ وَظَابَتْتُ لَهُ بِهِ فِي قَهَتْ بَيْنَ لَعَبِيَّةَ الْأَرْضِ W www.swiftjournals.org
marry whereas for Al-Shafiya and Al-Hanabila, it refers to a woman who has either legal sexual intercourse or illegal sexual intercourse.

Nevertheless, the term Mahr " مهر " or Al-Sadaaq " صداق " can cause a problem in translation. Generally, Mahr " مهر " can be defined as a dowry given by the man to the woman he is about to marry. It is part of Muslim marriage contract. It can never be demanded back under any circumstances. Different terms may be used like " dowry " or " dower", "bridal money", or "marriage portion" or " endowment " which all refer to the SL word " مهر " or " صداق " but " dowry " is generally used as well as " dower " . These words are used according to the context of the situation. In other words, " bridal money " is used in a political context while " marriage portion " or " endowment " is used in a financial context.

On the other hand, in the divorce contract the term " موخر " or " الدية " can be rendered into " expense of the after marriage period " It can be observed that the divorce contracts or certificates have many different forms. One of these forms is " طلاق البنت " which is related to the Islam religion, should be translated into " irrevocable divorce in return for Non – liability after consummation of marriage ". In one form of divorce contract, the expression " صغرى عون ، فتى " seems quite odd and needs to be explained clearly. Thus, it can be translated into " divorce of minor degree " which means in Islam that a husband can return his wife or " minor irrevocable divorce ".

In Islam, there are different forms of divorce which can be seen in the table below with the translation:

<table>
<thead>
<tr>
<th>The Sunnah Divorce</th>
<th>طلاق السنة</th>
</tr>
</thead>
<tbody>
<tr>
<td>Innovative Divorce</td>
<td>طلاق البذعة</td>
</tr>
<tr>
<td>Divorce by Authorization</td>
<td>طلاق التفويض</td>
</tr>
<tr>
<td>Three Simultaneous Pronouncements of Divorce</td>
<td>طلاق الثلاث</td>
</tr>
<tr>
<td>Escape Divorce</td>
<td>طلاق الغرار</td>
</tr>
<tr>
<td>Implicit Divorce</td>
<td>طلاق الكتابة</td>
</tr>
<tr>
<td>Unintentional Divorce</td>
<td>طلاق المخطئ</td>
</tr>
<tr>
<td>Non- deliberate Divorce</td>
<td>طلاق الناسمي</td>
</tr>
<tr>
<td>Divorce by mutual consent</td>
<td>طلاق التراضي</td>
</tr>
<tr>
<td>Final Divorce</td>
<td>طلاق بانان</td>
</tr>
<tr>
<td>Approved Divorce</td>
<td>طلاق حسن</td>
</tr>
<tr>
<td>Oral Divorce</td>
<td>طلاق شفيع</td>
</tr>
<tr>
<td>Divorce for property</td>
<td>طلاق على مال</td>
</tr>
<tr>
<td>Divorce with mutual consent</td>
<td>طلاق الخلع</td>
</tr>
</tbody>
</table>

In the divorce contract, there appears to be another difficulty in rendering the term " مهر " which means the legally prescribed waiting period before remarrying. In other words, it is a period a woman must observe after the death of her husband or after a divorce during which she may not marry another man. The period is three months after a divorce and four months and ten days after the death of a husband, it is calculated on the number of menses that a woman has. It is more equivalent and accurate to transliterate the term into " Uddah " and then give an explanation of its meaning as mentioned above.

CONCLUSION

Generally, translators must use legal language effectively to express legal concepts in order to achieve the desired effect. In other words, 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. The study highlights some difficulties in the translation of some legal texts, namely those of marriage and divorce contracts. These difficulties emerge from differences of the legal systems of the SL and TL. The main difficulties are due to semantic, syntactic and cultural levels. The cultural differences play a major role in mistranslating some terms such as " الدية " or " مهر " and cultural levels. The cultural differences play a major role in misunderstanding some terms such as " اللَّه " or " مهر " and " مهر " or " صداق " or " Uddah " which means the legally prescribed waiting period before remarrying or " minor irrevocable divorce ".

In order to avoid lack of equivalence in both the SL and TL, the translator should transcribe some legal terms that are cultural and give some explanation or propose an effective equivalent. In terms of syntactic level, the translator has to conform the syntactic structure of the SL with that of the TL. The translator should make decisions and avoid lengthy explanatory notes by incorporating all the information into the main body of the translated contract, instead where it is possible he should give functional equivalence.

REFERENCES

AL-Suliman (2014)
APPENDIX (I)

Samples of Marriage Contract

نموذج (1) مذونين
وثيقة عقد زواج

رقم الدفتر..........................
رقم الوثيقة..........................

قد يسجل الأحوال المدنية برقم .... تاريخ...

يوقع المذون أسراف كل صورة ويصم عليها بنسخة إبهم الزوج والزوجة

من واقع الإطلاع على بطاقات تحقيق شخصية الزوج تحقق لدى = تأكد لدي أنا مذون مدينة .... التتابع لمحكمة ...... كما تحقق لدى من واقع الإطلاع على بطاقات تحقيق الشخصية للزوجة و الشهادة الطبية المبينة للسن المحرزة بمعرفة من المتست الصحة أبدي الطفلاين أو من ينوب عنها

بحثهم في توثيق زواجهما وبعد أن عرفتهما بالمواعيد الشرعية والقانونية كما خلواها من كل منهما خلواه من الأمراض التي تجز

التفرغ

إنه في يوم الأربعاء الموافق.....

بحضور وعند

محكمة .... للاحوال الشخصية للولاية على النفس

انعقد الزواج الأثنين

الزوج السيد..... المباشر لعقد زواجه بنفسه

العنوان الذي يرغب الزوج في توجيه الإعلانات إليه فيه......

وبد أن قرر أنه لا يوجد في عضمت زوجة أخرى

بيان صفة وكيل الزوجة وحالها من حيث البكارة والثروة البكر البالغة بوكالة والدها المذكور في عقد زواجها في قض عدل الصداق وعقد الافتق على

مؤخر الصداق وتسليم الوثيقة.

(انعقد الزوج) على صداق قدره .... الحال منه .... المؤجل منه .... بثCheers الزوج لحين حلوله شرعاً
زوجا شرعة على كتاب الله ورسوله (صلى الله عليه وسلم) بإيجاب وقبول شرعية صادرين بين الزوج ووكيlington الزوجة........

الشروط الخاصة..........................

اتفاق الزوج على..............

لا يوجد..........................

رقم وثيقة التأمين الخاصة بالأسرة..........................

وذلك كله بشهادة كل من...

تحددت هذه الوثيقة من أصل وثلاث صور سلمت إحداها إلى الزوج/ وكيله، والثانية إلى الزوجة/ وكيلها والثالثة إلى مكتب سجل مدني...

والأصل حفظ بالمقترح.

يكتب الصداق جميعه، الحال منه والمؤجل بالأرقام والحروف

يجوز للزوجين الافتق على أية أمور بشرط لا يكون الافتق على أمر يحل حراما أو يحرم حلالا.

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The Hashemite Kingdom of Jordan

Marriage Contract

The Religious Court:
1. Date of Contract:
2. Place of Contract:
3. Full Name:
The male spouse, a bachelor/married man of legal age and of sound mind:
The female spouse, a virgin/non-virgin of legal age and of sound mind:
Town:
Place of Residence:
Age:
Nationality:
Profession:
4. Documents of Age Verification and Eligibility:
5. Amount and Type of Dowry:
Deferred Payment:
6. Method of Payment:
7. Contract Initiators:
8. Special Conditions by either Spouse:
9. Witnesses of Contract, Representative and Identification:
10. Condition Fulfillment Indemnity:
11. Approval of Guardian or Permission of Court:
12. Contract Formula: The representative for the female spouse (her father) said, addressing the aforementioned male spouse, "I have given my daughter... to you in marriage for a dowry the down-payment of which is..., the extra of which are mentioned above and the deferred payment of which is..."
The male spouse immediately replied, "I accept your daughter in marriage and confirm the dowry's down-payment, deferred payment and extra stipulated above."

Signature of the Authorized Registrar:
Identification and Representation: Witnesses.
Male Spouse or Representative:
Female Spouse or Representative:
Guarantor for Implementation of Conditions:
Endorsement of the Court:
Roman Catholic Bishopric Secretariat
Northern District
(City)
(Country)

No. Record No.

Marriage Certificate

From Record No. 411

I, (name), the Bishopric Deputy for Roman Catholics in the Archimandrite Northern District, having examined the records certifying that Mr. ..., born in Washington on Sunday 9 March 1933, and Miss...., born in (city/town)/(country) on Saturday 5 August 1943, were joined in holy matrimony in the presence of Father.... the pastor of (city/town) on Thursday 2 August 1959.

Accordingly, this certificate was issued to them on 2 September 1959 to confirm the above.
APPENDIX (II)

Samples of Divorce Contract

عقد طلاق صادر عن موثق

رقم التسجيل .................................. نموذج رقم ...................(عدل)
ميقد برقم ...................(طلاق) صفحة ........................................
بتاريخ........................................

إنه في يوم .................................. الموافق ...................(عام ............. هجري، الموافق ............. عام ............. ميلادي، الساعة .............)

أمامنا نحن .................................. الموثق بمكتب ...................(الم环境保护ية للمحكمة .............) للأحوال الشخصية، حضر السيد ............. المهنئة .........
اسم الأم ............................................ هو بالغ من مواليد ............. مدينة ............. بجمهورية مصر العربية بتاريخ ............. وحمل بطاقة أثرية شخصية رقم ............. قسم ............. ورافقته زوجته ............. تليف، بالغة، واسم والدتها ............. ورافقته زوجته ............. تليف، بالغة، واسم والدتها ............. من مواليد ............. في ............. بجمهورية مصر العربية، محل الإقامة ............. بطاقة أثرية شخصية رقم .............

بعد التأكد من شخصيتهم أمام الشهود الآتية أسماؤهم:

1- ............. الاسم ............. الجنسية المصري من مواليد ............. في ............. مقيم في ذات العنوان ............. الذي تقيم به الزوجة وتحمل بطاقة أثرية شخصية رقم ............. بتاريخ ............. 

2- ............. الاسم ............. الجنسية المصري من مواليد ............. في ............. مقيم في ذات العنوان ............. الذي تقيم به الزوج وتحمل بطاقة أثرية شخصية رقم ............. بتاريخ ............. 

ولقد خاطبت الزوجة المذكورة زوجها بقولها: إنني أبركك يا زوجي من مؤخر الصداق كما أبركك من نفقي وكذلك من كافة حقوق الزوجية، وأطلب منك أن تطلقني بناءً على ذلك.

ولقد أجابها الزوج على الفور: أنت طالق مني طلاقاً بائنًا بناءً على دعوتي. أنت طالق مني طلاقاً بائنًا بناءً على دعوتي. أنت طالق مني طلاقاً بائنًا بناءً على دعوتي.

تلم يبرم هذا النص مع طلاق زوجته في ............. على يد موثوق ............. قسم ............. وتم سداد الرسوم.

الشهود المطلق الموثقة الموثق

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Certificate of Conditional Divorce

In the Legal Council convened in my presence, I......, the Religious Judge of......, received the legally capable...... and...... known by identification by the legally capable............ and after they had confirmed the existing state of matrimony between them, he resolved, stating:

If......, the woman present, pays to me the sum of...... within the period of...... and categorically and totally absolves me from........ every claim, petition and lawsuit, she will be divorced from me by one irrevocable statement of divorce after which she will be free to remarry.

The aforementioned wife...... has accepted this and is willing to implement its contents within the said period. I have had ascertained to me the state of matrimony between them on the basis of Marriage Certificate No....... dated...... issued by the Religious Court of...... Accordingly, it has been decided to record this as confirmation.

Done on: / /14 AH
Corresponding to: / /19

Clerk: Religious Judge of......
Certificate of Irrevocable Divorce before Consummation of Marriage

In the Legal Council convened in my presence, I..., the Religious Judge of...., received the legally capable...., and after his identification by the legally capable.......... he resolved, stating:

I wish to divorce my wife.... voluntarily and of my own free will, being fully aware and of sound mind. And I state that my aforementioned wife, with whom I have not consummated the marriage and have not been alone, is irrevocably divorced from my matrimonial authority and my contract of marriage once and for all and I request that be recorded and that she be notified.

Whereas a state of matrimony previously existing between them, non-consumation of the marriage and not being together have been ascertained to us by his avowal and the testimony of the aforementioned identifier, I have informed him that he has concluded an irrevocable divorce of.... degree of irrevocability from his aforementioned wife.... and that she is not permitted to him except by a new contract and dowry, that she has so legally prescribed waiting period before remarriage and that she may marry whichever suitable Muslim she pleases as of the date stated below as long as this is not impeded by Islamic or Civil Law, and it has been decided to inform her of this.

Done on: / / /14 AH
Corresponding to: / /19

Clerk: Religious Judge of....
In the Name of God the Compassionate the Merciful

Office of the Chief Islamic Judge
Religious Court of......

No.: / / Date: /14 AH
Corresponding to: /19

Authorisation of Irrevocable Divorce in Return for Non-Liability after Consumation of Marriage

In the Legal Council convened in my presence, I......, the Religious Judge of......, received the legally capable...... and...... identified by the legal capable.................., and after they confirmed the state of legal matrimony existing between them and the legal consumation of the marriage, and that they are both of sound mind, fully aware and acting of their own volition, the aforementioned Mrs. ...... resolved, stating:

I absolve my husband......, who is here present with me, of responsibility for....................... in return for his divorcing me so that I may remarry.

Immediately upon her absolving him, he addressed her, stating:

You are accordingly divorced from me.

Whereas this avowal issued from the two spouses, being legally competent, in the presence of the aforementioned identifiers, I have informed the divorcer that his aforementioned wife......, here present is divorced from him by a divorce of minor ......... degree provided that this divorce is not preceded by two other statements of divorce, and I have informed the divorcer that she must commence the legally prescribed waiting period before remarrying as of this date.

Done on: /14 AH
Corresponding to: /19

Clerk: Religious Judge:
In the Name of God the Compassionate the Merciful

Office of the Chief Islamic Judge
Religious Court of......

No.: / 
Date: / 14 AH 
Corresponding to: / 19

Authorization of Irrevocable Divorce in Return for Non-Liability after Consumation of Marriage

In the Legal Council convened in my presence, I, the Religious Judge of......, received the legally capable...... and...... identified by the legal capable................., and after they confirmed the state of legal marriage existing between them and the legal consumation of the marriage, and that they are both of sound mind, fully aware and acting of their own volition, the aforementioned Mrs. ...... resolved, stating:

I absolve my husband......, who is here present with me, of responsibility for its return to his divorcing me so that I may remarry.

Immediately upon her absolving him, he addressed her, stating:

You are accordingly divorced from me.

Whereas this avowal issued from the two spouses, being legally competent, in the presence of the aforementioned identifiers, I have informed the divorcer that his aforementioned wife...... here present is divorced from him by a divorce of minor...... degree provided that this divorce is not preceded by two other statements of divorce, and I have informed the divorcee that she must commence the legally prescribed waiting period before remarrying as of this date.

Done on: / 14 AH 
Corresponding to: / 19

Clerk: Religious Judge: 109
المستخلص

تعد الترجمة ظاهرة اجتماعية وثقافية معاً لأنها لا يمكن أن تتوالد خارج المجتمع بل أيضاً داخله كما أنها لايمكن أن تكون وسيطاً للإفلاج تكافأت مختلفة. يهدف هذا البحث إلى تقسيم الصعوبات التي واجهها الترجم عندى للاعمال من نصوص قانونية كعقود الزواج والطلاق. ويمكن أن تصنف هذه الصعوبات إلى ثلاث أنواع: الصعوبات النحوية والدلالية والثقافية. تتضمن الصعوبات النحوية ترتيب الكلمة والترتب النحوي وتركيب الجملة غير الاعتيادي واستخدام الأفعال المساعدة في اللغة الإنجليزية والاختلاف في النظام القانوني. أما فيما يتعلق بالصعوبات الدلالية فإنها تتضمن النقص في علم المصطلحات المحدد والمحتوى على المفاهيم المعجمي والوظيفي والترجمة الحرفية والكلمات المترادفة والمتبادلة والإسهاب والحشو والكلمات الدخيلة والبدعة اللغوية وإعادة الصياغة. أما بالنسبة للصعوبات الثقافية فإنها ترتبط بالإختلافات في التقاليد والأعراف والدين والمفردات الاجتماعية وكذلك المعتقدات والมذاهب. يقسم هذا البحث إلى قسمين: يتناول القسم الأول الجانب النظرى ويتعامل مع تعريف وأهمية الترجمة القانونية وصفات النصوص القانونية والأسلوب المستخدم في الترجمة القانونية وأنواع النصوص القانونية. بينما يتناول القسم الثاني الجانب العملي ويروم بالصعوبات العامة للنصوص القانونية إذ يعرض التحليل النحوي والدالائي والثقافي للكتل مختلفين من عقود الزواج والطلاق المترجمة من اللغة العربية إلى اللغة الإنجليزية.

توصى البحث إلى أن ترجمة وتاثق قانونية كعقود الزواج والطلاق تطرح صعوبات كبيرة والتي تعود إلى الاختلافات في الأنظمة القانونية للłęتين. بالإضافة بارزاً في سوء ترجمة بعض المصطلحات، فعلى سبيل المثال "البكر"، "الثيب"، "المرء العجل والمؤجل" "عدة" إلى أن الاختلافات الثقافية تلعب دوراً، "طلاق بائع بيعتة صغرى أو كبرى". قد تأتي هذه الصعوبات من النقص في المفاهيم اللغوي في كل من اللغة المصدر واللغة الهدف لذلك ستكون الترجمة غير دقيقة وغير ملائمة. وأخيراً يقدر البحث ترجمة بديلة التي يمكن أن تكون أكثر ملاءمة ودقة وتكافاي من الترجمة المعطاة.