

Cultural and Semantic Losses in Translating Arabic Legal Contracts into English

Mohammed Sameer Saleh

Al-Ma'moon University, Department of English

Orcid id: <https://orcid.org/0009-0003-6869-0903?lang=en>

المستخلص:

تركز الدراسة الحالية على الخسائر الدلالية والثقافية التي تحدث عند ترجمة العقود القانونية العربية إلى اللغة الإنجليزية. وتناقش فقدان المعنى الذي يحدث بسبب نقص بعض الكلمات المحددة في اللغة الهدف والمستوى الثقافي الذي يحدث بسبب عدم إلمام ثقافة اللغة الهدف بالمصطلحات الثقافية للغة المصدر. وللدراسة ثلاثة أهداف: أولاً، إجراء تقييم ترجمي للعقود المترجمة إلى الإنجليزية من أجل معرفة مدى الخسائر الدلالية والثقافية الناتجة عن عملية الترجمة. ثانياً: إيجاد الأسباب الكامنة وراء الخسائر الدلالية والثقافية في ترجمة العقود العربية إلى الإنجليزية. ثالثاً: التحقق في استراتيجيات الترجمة لتجنب الخسائر الدلالية والثقافية في ترجمة العقود. ولتحقيق الأهداف المذكورة أعلاه، تم طرح فرضيتين: أولاً: من المرجح أن يكون تجنب الخسارة الثقافية أكثر صعوبة من تجنب الخسارة الدلالية في ترجمة النصوص القانونية والعقود وثانياً: يمكن أن يؤدي اعتماد بعض استراتيجيات الترجمة إلى التخفيف من الخسائر الدلالية والثقافية وتجنبها في ترجمة العقود العربية إلى الإنجليزية. تظهر نتائج هذه الدراسة أن الفقدان الدلالي ينتج عن سوء الترجمة والترجمة الحرفية، بينما ينتج الفقدان الثقافي عن غياب التكافؤ الثقافي في اللغة الهدف. يوصى بأن يبذل مترجمو النصوص القانونية العربية جهوداً لتجنب الفقدان الدلالي والثقافي من خلال اتباع بعض استراتيجيات الترجمة. الكلمات المفتاحية: الفقدان الدلالي، الفقدان الثقافي، العقود القانونية العربية، استراتيجيات الترجمة، التكافؤ الثقافي

١. Abstract

The present study focuses on the semantic and cultural losses that occur when translating Arabic legal contracts into English. It discusses the meaning loss that happens because of the lack of some specific words in the target language and the cultural level that occurs because of the unfamiliarity of the TL culture with the Source Language cultural terms. The study has three aims: First, carrying out a translation assessment to the contracts translated to English in order to know the extent of the semantic and cultural losses resulted from the translation process. Second: Finding the reasons behind the semantic and cultural losses in the translation of the Arabic contracts into English. Third: Investigating translation

strategies to avoid semantic and cultural losses in translating contracts. To achieve the above-mentioned aims, two hypotheses have been proposed: First: Cultural loss is likely to be more difficult to avoid than semantic loss in translating legal texts and contracts and Second: Adoption of some translation strategies can alleviate and avoid semantic and cultural losses in translating Arabic contracts into English. The results of this study show that semantic loss result from cases of mistranslation and literal translation whereas cultural losses result from the lack of cultural equivalence in the TL. It is recommended that translators of Arabic legal texts must exert efforts to avoid semantic and cultural losses by adopting some translation strategies.

Keywords: semantic loss, cultural loss, Arabic legal contracts, translation strategies, cultural equivalence.

٢. Introduction

Legal language often poses a big challenge for most people since it includes formal style and terminology that are different from the style and terminology of other languages like literary, scientific, political, etc. Furthermore, the language of law includes several cultural elements that even good translators face difficulties in rendering them into the target language. In other words, the translators of legal texts, especially contracts, can hardly convey legal texts from one language into another without making loss in meaning. The goal of this study is to investigate the causes and nature of cultural and semantic losses that occur in the translation of contracts from Arabic to English. Previous studies revealed that the main reason for these losses was the lack of formal equivalence between the target and the source text. In addition, this study proposes that the lack of a balanced cultural and semantic equivalence is also a contributing factor to these losses.

Cultural losses, on the other hand, are losses of the hidden cultural information that reflect the social norms, religious beliefs, and ideological attitudes of the source text. Whereas semantic losses result from cases of

mistranslation, superficial interpretation of the semantic and pragmatic equivalents, and literal translation, cultural losses result from the lack of pragmatic equivalence on the surface level, and/or the deep level of the source text.

This study focuses on the semantic and cultural losses that occur when translating some legal contracts from Arabic into English. It also discusses the loss at different levels, starting with the meaning loss that happened because of the lack of some specific words in the target language (TL) and the cultural level that occur because of the unfamiliarity of the TL culture with the source language (SL) cultural terms and idiomatic expression. Therefore, this study tries to investigate the reasons behind these losses.

٣. The Concept of Loss in Translation

A translator can be deemed as a writer who composes the writer's original message in another language. The only difference between the translator and the SL writer is that these thoughts are the latter. Another difference is that the translator's work is more difficult than that of the original writer. The writer is assumed to deliver his thoughts and feelings in his own language however intricate and complicated his thoughts are. The translator's task is difficult because he has to reproduce the experiences of a different person. Gubby (٢٠٠٧) holds that "however accurately the translator may search into the inner depths of the writer's mind; the two texts cannot be completely equivalent (p.٥).

There is an agreement of the principle that sameness cannot exist between two languages. Thus, the issue of loss and gain in the translation processes is open to discussion. There are many discussions raised about what is lost in the transfer of a text from the SL to the TL while ignoring what can also be gained. The translator can enrich or improve the SL text as a result of the translation.

In addition, what is seen as 'lost' from the SL context may be replaced in the TL context. Nida (١٩٦٤) deals with the problems of loss in translation in more detail and talks about the difficulties that the translators encounter when they deal with terms, concepts and even structures in the SL that do not exist in the TL (p.١١٩).

The differences between two languages systems would lead to loss on different levels. On the other hand, gain in translation is rare, if ever, because, as Bassnett,(٢٠٠٢) comments, translation theoreticians and practitioners are concerned with the issue of equivalence, "Ignoring what can also be gained, for the translator can, at times, enrich or clarify the SL text. Moreover, what is often seen as 'lost' from the SL context may be replaced in the TL context" (p.٣٨). For the same reason, Nida and Taber (١٩٧٤) state that, "Whereas one inevitably loses many idioms in the process of translation, one can also stand to gain a number of idioms" (p.١٠٦).

Newmark (١٩٩٨) holds that: *"The additional information a translator may have to add to his version is normally cultural (accounting for differences between SL and TL culture), technical (relating to the topic) or linguistic (explaining wayward use of words), and is dependent on his requirement, as opposed to the original readership. In expressive texts, such information can only be given outside the version, although brief 'concessions' for minor cultural details can be made to the recipient"* (p.91).

Meanwhile, Basnett–McGuire (١٩٩١) also states that "Once the principle is accepted that sameness cannot exist between two languages, it becomes possible to approach the question of loss and gain in translation process" (p.٣٠). Loss in translation is a problem that occurs in almost every translation due to the various differences between languages. Loss in

translation means that the meaning of translation does not convey the true or the complete meaning of the original source (p.٣٠).

Loss in translation is not only limited to mere language's differences but also differences in medium whenever someone re-does something in a new medium (for instance, a movie based on a book). Due to differences between the mediums, some details and the original meaning are not present. "Loss in translation can happen when some text is translated too literally, not idiomatically enough, and then the meaning of the original culture and language is not contained in translation. Some languages have words that do not have direct equivalents in other languages" (Basnett-McGuire, ١٩٩١, p.٣٠). Thus, online translation tools cannot convey the complete meanings because they cannot give the exact meaning due to being so literal that the entire meaning is lost.

٤. Salient Features of Legal Language

٤,١ Lexical Characteristics

Legal language is a distinct language, easy to some extent to people who are familiar with it, but to people who are unfamiliar with legal language, they face difficulties in dealing with it. Legal language is characterized by a specific language and specific terminology. The level of lexical characteristics means to treat legal language at level of words.

٤,١,١ Terms of Latin and French Origin:

One of the noticeable features of English legal lexicon is the existence of Latinisms (use the Latin terms) in its terminology; there are certain reasons behind using Latinisms. In English law it was unavoidable to escape the influence of Latin which was supported by the power of the Roman church over Europe at that time and also it was used widespread in this place as a language of learning and literature, the incredible power of Roman Law that was coherent written system and had the strength of an institution over a considerable area of Europe (Alcaraz & Brain, ٢٠٠٢, p.

٥). Examples of using Latin terms in Legal documents with its common use Garner (٢٠٠١)

- Bona fida (good faith or in good faith)
- Res judicata (an issue adjudicated)

As for Latinisms, the existence of legal French terms within English legal language, Crystal & Davy (١٩٨٦) mentioned that after the Norman Conquest in ١٠٦٦ the language of the invaders gained an undeniable position in the legal sphere of England, bringing with it a wealth of legal French terminology. The following terms are originally French: *contract, proposal, schedule, terms, conditions, alias, policy* (p. ٢٠٨).

٤,١,٢ Use of Archaic Terms

English legal lexicon is frequently made of archaic legal terms. According to Webster dictionary (١٩٨٩), archaism means an ancient word or idiom; an antiquity of style or use; the survival of something from the past. It adds formality to the legal language. Tiersma (١٩٩٩) mentions that *legal language often strives towards great formality; it naturally gravitates towards archaic language* (p. ٩٥).

There are some archaic terms that are used in English legal language: such as using *inquire* rather than *ask*, *peruse* rather than *read*. {Using the verb *wisnesseth* with an *eth* ending with the third person singular of the present tense as an alternative of the current morpheme *es* as *wisnesses* }. There are also some adverbs of place that are used in archaic state, in fact they are a mixture of deictic elements, for example, *here*, *there* and *where* with certain prepositions *after, of, by, to, under etc.* (Alcaraz & Hughes, ٢٠٠٢, p.٧).

- *The permanent use or occupation of land by the works or any part thereof or damage to surface of land or corps.*

- استعمال أو أشغال الأراضي بصورة دائمية ب(الاعمال) أو بأي جزء منها أو الاضرار التي تصيب وجه الأرض أو المحاصيل.

The use of archaisms has made legal language inaccessible for public readers and to make it more special to those who mainly deal with legal matters. Using these terms may transfer to the reader a difficult comprehension and that they may ask and seek advice from layers who may inform them of the meaning as if they were translators.

٤,١,٣ Use of Modal Shall

The modal *shall* raises the level of difficulty in the interpretation of clauses, generally the modal *shall* in legal texts expresses an obligation or duty which is opposed to its common function: expressing futurity (Tiersma, ١٩٩٩).

- *All such payments shall be made to Landlord at Landlord's address as set forth in the preamble to this agreement on or before the due date and without demand.*

- تدفع كل هذه الاقساط الى المكري في عنوانه الموضح في ديباجة هذا العقد بتاريخ الاستحقاق أو قبله دون الامر بالأداء.

٤,١,٤ Lexical Repetition or Redundancy

Draftsmen avoid, in legal writings using anaphoric devices or referential pronouns, such as personal pronouns (he, she, it, etc.) or demonstrative pronouns (that, this, etc.). Legal language is concerned highly with exactness of reference; hereafter its tendency toward lexical repetition and therefore to functional redundancy (Sabra: ٢٠٠٧) as in the following examples:

- *The lessee shall pay to the lessor at the office of the lessor.*

- يدفع المستأجر الى المؤجر في مكتب المؤجر ...

Here, if we add the possessive pronoun (his) instead of the (lessor). In the phrase (at the office of the lessor) would undoubtedly create confusion and ambiguity as showed in the next example:

-The lessee shall pay to the lessor at his office.

- يدفع المستأجر الى المؤجر في مكتبه.

This would be confusing whether the intended office is the one which belongs to the lessor or to the lessee. Thus the use of anaphoric devices or referential pronouns would increase ambiguity and confusion for the translator to know what the exact meaning intended by the drafter of the legal texts.

٤,١,٥ Use of Doublets Collocation

It is common to use collocation in legal language or in languages in general. Collocation means to use words that are synonyms or near-synonyms combined in pair doublets (Alcaraz & Brain, ٢٠٠٢: ٩). Such doublets can be nouns, adjectives, verbs and also prepositions. The following examples show collocations in legal language:

Made and enter, by and between, lying and situated, terms and conditions, covenants and obligations, null and void, in good order and repair, represents and warrants, any and all.

٤,١,٦ Use of Technical Terms

Legal language is full of its own vocabulary such as using archaic terms, or terms in Latin or French origin. Moreover, it has technical vocabulary which is characterized by having special meaning. Maley (١٩٨٧) mentions:

Meanings which are unique to a specialized or craft-bound situation, and which conceptualized and classify extra-linguistic reality along lines that are either theoretical or pragmatically desirable for the subject matter or situation type (p.34).

In other words, this shares the fact that people who are specialized in the legal field are equipped with a language that is characterized by its own vocabulary of technical terms rather than terms which are found in

other ordinary people. Alcaraz & Brain (٢٠٠٢) present a classification of technical vocabulary which falls into:

- ١- Purely technical terms: those which are applicable in legal sphere but nowhere else, they are monosemic; having one meaning would not be hard for the translator so that he\she can use a specialized dictionary or a bilingual one (p.١٧). For example:

Decree (n)	حكم \ مرسوم
Premises	العقار
Sub-letting	ايجار من الباطن
Lease (n)	ايجار

In fact, understanding these terms is of great significance in grasping any legal text.

٢.Semi-technical terms: in this group, words and phrases belong to everyday lexicon but in legal context they gain extra-meanings. Terms of this type are polysemic, it is hard to recognize their exact meaning without resorting to the context in which they occur. The following examples will suffice in this respect:

<u>Terms</u>	<u>general meaning</u>	<u>legal meaning.</u>
Assignment	مهمة أو واجب	تفويت العقد للغير
Maintenance	صيانة, محافظة على, أبقاء على	نفقة
Consideration	تفكير, بحث, اعتبار, ألخ	مقابل

٥. Methodology

This section is designed to set up a complete system of steps that will be followed in the translation of the Arabic legal texts into English, especially in the case of contracts. The study will show the research design and the method of data collection. Through the meticulous investigation of the intricacies of this study, the research aims to reveal the semantic and cultural losses faced by translators, and, finally, it will turn out to be the

basis for the development of the increasingly accurate and the culturally sensitive translations in the field of law.

This study is a qualitative research that focuses on the cultural and semantic losses in the translations of Arabic legal texts into English. The selected documents are taken from two books:

١. **The first Book: *The Reliable Guide to Legal Translation* whose author is Adel Azzam Saqf Al-Hait (٢٠١٢)**
٢. **The second one is *Translation of Official Documents* by Ibrahim et al. (٢٠١٦).**

The study will involve two legal contracts and the stated sample will have to be discussed. The procedure for the model is going to show the decrease in the semantics and culture that takes place during the translation process. However, the translated documents will be evaluated carefully, as nothing surpasses the original texts, and the cultural and semantic losses will be pointed out, which occurred during the translation process. The translations will be the research materials for qualitative analysis. The subsequent analysis will be guided by the finding of frequently occurring, underlying thematic patterns and specific cases of cultural and semantic destruction in the translated texts. The results of the analysis will be interpreted and discussed to investigate the nature and the degree of cultural and semantic losses in translating the choice of the contracts.

٦. Translation Quality Assessment

In addition to being a social, cross-linguistic, and cross-cultural activity, translation is also a cognitive process that takes place in human beings, namely in the mind of the people doing the translating. The evaluation of translation quality has emerged as one of the most important concerns in the field of translation studies. This all-encompassing and up-to-date study of translation assessment articulates the criteria that are used

to determine the value of a translation and highlights the fact that translation is, at its heart, a linguistic activity (House, ١٩٧٧, page ١).

٧. The Adopted Model: Franco Aixela's Model of Translation Strategies (١٩٩٦)

Aixela's model (١٩٩٦) suggests a set of strategies and tools that can help identify the degree of manipulation the translator has inflicted on the source text to produce an end product. These strategies are:

١. Conservation Strategies:

- a. **Repetition:** This strategy depends on using the direct equivalence of the word. The translator translates the words of the ST to their equivalents in the TT.
- b. **Orthographic Adaptation:** This strategy is based upon other strategies such as transcription and transliteration. These strategies depend on expressing the original word of the ST, using the alphabetic system of the target language.
- c. **Linguistic (Non-cultural) Translation:** This strategy depends on using a denotative very close reference to the cultural word.
- d. **Extra Textual Gloss:** This strategy depends on translating the cultural words using any strategy plus adding the explanation of their meaning in a (glossary, footnote, endnote, commentary, etc.)
- e. **Intratextual Gloss:** This strategy is similar to the above strategy, but in this one, the translator feels that it is preferable to include the gloss within the text itself.

٢. Substitution Strategies:

- a) **Synonymy:** This strategy is used when the same cultural word is repeated in the ST; thus, instead of repeating the translation in the TT, the translator uses one of its parallel references or synonyms.
- b) **Limited Universalization:** When the translator feels that the ST cultural words are farfetched according to the target readers, he

searches for another word that expresses the same cultural function in the source culture. Moreover, this word should be acceptable and understood by the target readers.

- c) **Absolute Universalization:** This strategy is similar to the one above, but the translator uses this one when he does not find another culturally acceptable expression comprehended by both the target reader and the source language.
- d) Thus, he deletes all cultural connotations and uses a neutral word.
- e) **Naturalization:** This strategy allows the translator to omit the cultural source word and involve a cultural target word. By doing so, the translator gives the text the color of the target culture. This strategy is not preferable in literary translation because literary texts depend on the cultural words.
- f) **Deletion:** Although this strategy is not preferable in the idealistic world, translators may omit the source word when he feels that it is too obscure to be understood by the target readers.
- g) **Autonomous Creation:** In this strategy, the translator inserts some target cultural words in order to reinforce the meaning.

Translation Assessment of Arabic Legal Texts into English:

The process of translation assessment will take the following steps:

١. Analyzing the source text in terms of the Arabic cultural terms and explaining those terms.
٢. Carrying out translation assessment for those cultural terms in the Arabic legal texts in order to know whether the translators of those text have succeeded or failed in their translations into English.
٣. In case the translators fail to give the intended meaning in their translations, suggested translations will be given.

Text One

نموذج (5/4)

بسم الله الرحمن الرحيم

الرقم:/...../.....

المملكة الأردنية الهاشمية

التاريخ:/...../..... هـ

قاضي القضاة

وفق:/...../..... م

محكمة الشرعية

حجة تصادق

في المجلس الشرعي المعقود لدي أنا قاضي
 الشرعي، حضر المكلفان شرعاً و وبعد
 التعريف الشرعي عليهما من قبل المكلفين شرعاً و
 تصادق المذكوران على الزوجية والدخول الشرعيين بينهما، وأن العقد جرى
 بتاريخ/...../..... لدى الشيخ في بإيجاب وقبول
 شرعيين، على مهر معجل قدره (.....) وموئل قدره
 (.....)، وتولد بينهما
 وأن الزوجية لا تزال قائمة بينهما، وطلبا إعطاءهما حجة تصادق بذلك. وأيدا تقريرهما بإخبار
 المعرفين المذكورين اللذين أخبرا بصحة تقريرهما. وحيث صدر هذا الإقرار من الزوجين
 المذكورين، وهما بالحالة المعتبرة شرعاً، فقد قررت تسجيل هذا التصادق بالزواج الشرعي
 للعمل بموجبه.

الموافق:/...../..... م

تحريراً في/...../.....

قاضي الشرعي

الكاتب

Form (4/5)

In the Name of God, the Compassionate, the Merciful

The Hashemite Kingdom of Jordan

No.: / /

Supreme Judge

Date: / / H

Shari'a Court of

Corresponding to: / / .. AD

Certificate of Shari'a Court Marriage

In the legal council convened in my presence, I,, the Shari'a Judge of, received the legally capable and, and after being identified by the legally capable: and, the mentioned and mutually confirmed the state of matrimony existing between them, the legal consummation of marriage, and that the marriage contract was concluded on / / by Sheikh in, they agreed upon the dowry, the down-payment of which was (.....) and a deferred dowry of (.....), they are still married, and have..... children. They have requested to be given a certificate of shari'a court marriage. Their testimonies were confirmed by the testimonies of the above-mentioned identifiers who have confirmed the validity of the testimonies.

Whereas this confirmation was issued by the aforementioned couple who are legally capable, the certificate of shari'a court marriage has been registered to act by its virtue.

Issued on:

Corresponding to: / /

Clerk

Shari'a Judge of

In this legal document, the Arabic expression حجة تصادق is a culture-specific item. It refers to a marriage confirmation certificate which is used to confirm the existence of marital status between man and woman.

This kind of document is also issued in other cases: When the two spouses are engaged in an informal marriage and they want to legalize their marriage officially, then, marriage confirmation certificate is the answer. It is also used when the marriage contract document is lost, and the spouses cannot reach the court that issued their marriage contract. (الفقي (وابو العنين).

In case of damage, burning or loss in the court that issued the marriage contract, the marriage confirmation certificate is issued as an alternative. Finally, when the two spouses concluded their marriage contract in a foreign country, they can demand the issue of the marriage confirmation certificate in their current country as a way to prove the existing marital status between them (الفقي (وابو العنين).

It is noted that after the two spouses demand the issue of the marriage confirmation certificate, a Sharia judge considers their situation. It is upon his consideration and conviction; the issue of the certificate is approved.

The translator adopts '**Extra Textual Gloss Strategy**' in which he depends on translating the cultural words using any strategy plus adding the explanation of their meaning in a glossary, footnote, endnote, commentary, etc.

Here, the translator successfully conveyed the cultural flavor of the Arabic expression into the TL when he renders the expression حجة تصادق into 'certificate of Sharia court marriage'. At the same time, an explanation of the aforementioned expression is provided in the list of definitions in which it is referred to as 'mutual confirmation'. The explanation is in the following: Idiomatically, mutual confirmation means

voluntarily attributing honesty to the informer. As far as marriage is concerned, it is the approval of each of the two spouses on what is told by the other concerning the existing marital state and all related matters (Saqf Al-Hait, ٢٠١٢, p.٢٤٣). Thus, the cultural values of the Arabic expression have been accurately transferred into the TL.

Another culture-specific item in this document is the Arabic word شيخ which is transliterated by the translator into 'Sheikh'. This word is used in different contexts in the Arab society. The Arabic dictionary (معجم اللغة العربية المعاصرة) lists many meanings of the word 'Sheikh', among the most important are the following: (١) The man who is old-aged usually above ٥٠-years-old, (٢) Islamic leader and (٣) the head of a tribe.

The translator adopts orthographic adaptation strategy' in his rendition by employing the strategy of transliteration in which the Arabic word شيخ is transliterated into 'Sheikh' without providing any footnote or illustration. Therefore, the translator fails to render this word from Arabic into English because this strategy is not adequate to transfer the cultural flavor of this word from the SL into the TL. The strategy of orthographic adaptation should be associated with another strategy to achieve a better understanding. The word 'Sheikh' might not be grasped by a TL reader and cause meaning misinterpretation due to the multiple uses that this word has in different contexts.

The suggested translation is to employ the strategy of Extra Textual Gloss by transliterating the word شيخ into 'Sheikh'. Then, a footnote explaining the meaning that this word refers to should be provided in this context. Therefore, it is suggested to add the phrase 'Islamic leader' between two brackets after the transliterated word.

The suggested translation is not lengthy and does not leave any chance for ambiguity and misinterpretation. A TL reader, belonging to a different culture, can easily infer that the word 'Sheikh' refers to an Islamic

leader concerned with cases of matrimony existing between man and woman.

On the other hand, the two expressions مهر مؤجل and مهر معجل are culturally important in the Arab society. The translator renders them into 'down- payment dowry' and 'deferred dowry' subsequently. In Islam, mahr (the transliteration of the Arabic word مهر) is a mandatory payment in the form of money or possessions paid by the groom, or by the groom's father, to the bride at the time of marriage, which legally becomes her property. It is the right of the woman and a symbol of the man's respect, love and serious commitment (Ahammad, ٢٠١٦, p. ٨٦).

As-San'ani explains that 'صداق' (sadaaq), another term for mahr, comes from the Arabic word 'صدق' (truthfulness) because it indicates the sincerity of the husband's desire for his wife. Mahr can be anything agreed upon by the bride such as money, jewelry, home goods, furniture, a dwelling or some land (١٩٦٠, p. ١٤٧).

There is no fixed amount of mahr in Islam. It should be given according to the financial status of the husband. The amount and nature of mahr has to be stipulated in the marriage contract. Mahr becomes binding upon the husband once the marriage is contracted (Ahammad, ٢٠١٦, p. ٨٦).

Under the current custom in most Islamic countries, mahr is divided into two parts with regard to the period. The mahr amount given to the bride at the signing of the marriage contract is called 'mahr muqaddam' or 'mu'ajjal' (prompt), which is paid at the time of marriage. On the other hand, the mahr amount that is promised but deferred is called 'mahr mu'akhar' or 'mu'ajjal' (deferred), which is due after divorce. The deferred amount is often larger than the amount paid at marriage ((Ahammad, ٢٠١٦, pp. ٨٨-٨٩). The translator adopts linguistic (non-cultural) translation strategy which depends on using a denotative very close reference to the cultural word in his rendition by employing the word that is used in the

target culture. He renders the Arabic word مهر into 'dowry' but this translation is misleading for a TL reader belonging to a different culture because the term 'dowry' is inaccurate. Thus, he made a cultural loss in the TL.

Black's Law Dictionary defines the word 'dowry' as follows: The property which a woman brings to her husband in marriage; now more commonly called a portion (١٩٨٣, Dowry). According to this definition of 'dowry', the party who gives the money is the woman or the woman's parents, and the party who receives it is the husband. Therefore, the meaning of the English word 'dowry' is totally different from the concept of 'mahr' in Arabic, but rather they stand as opposites in what concerns who gives to whom.

The suggested translation is to employ the strategy of orthographic adaptation in which the Arabic word مهر is transliterated into 'mahr'. Thus, the rendition of the two expressions 'مهر معجل' and 'مهر مؤجل' would be 'prompt mahr' and 'deferred mahr' subsequently.

Then, an explanation of the transliterated word is provided in a footnote in accordance with the extra textual gloss strategy and its meaning is clarified according to the Arab culture. The suggested footnote can go as follows:

Mahr is a mandatory bridal money or possessions given by the husband to his wife. It is divided into two parts: Prompt mahr which is paid at the time of marriage and deferred mahr which is due after initiating a divorce. Therefore, the cultural loss caused by the translator has been recovered by the above-mentioned strategies.

Text Two

جمهورية العراق
 مجلس القضاء الأعلى
 محكمة تمييز الأعظمية
 تشكلت الهيئة الجزائية الثانية في محكمة التمييز الاتحادية بتاريخ ----- الموافق -----
 برئاسة القاضي الأقدم السيد ----- وعضوية القضاة السادة -----
 المأذونين بالقضاء باسم الشعب وأصدرت القرار الاتي:
 المتهم -----
 قررت محكمة جنايات الرصافة بتاريخ ٢٣ حزيران ٢٠١٣ وبالعدد ----- الغاء التهمة
 الموجهة للمتهم أعلاه وفق أحكام المادة الرابعة ١١ وبدلالة المادة الثانية ٨ إرهاب والافراج عنه
 عملاً بأحكام المادة ١٨٢ ج من قانون أصول المحاكمات الجزائية وذلك لعدم كفاية الأدلة ضده عن
 جريمة قيامه بالاتفاق والاشتراك مع متهمين آخرين بخطط المشتكي -----
 ومساومة أهله على دفع مبالغ مالية وعند استلامها تم اطلاق صراحه. كما قررت اشعار قاضي
 التحقيق المختص ----- وفق المادة ٢٤٨ عقوبات واحالتهم الى محكمة تحقيق
 الاعظمية.

Republic of Iraq

Supreme Judicial Council

Appeal Court Presidency

*The 2nd Criminal Body, formed at the Supreme Judicial Council on -----
 ----- headed by the Senior Judge Mr. ----- and membership of --
 -----, all authorized by the People of Iraq, has stated the following
 decree*

The criminal: -----

*The Criminal Court in Al-Ressafa, on the matter concerning Issue No. -
 ---, has made a ruling to dismiss the charges levied against the
 aforementioned defendant. This decision, in alignment with Article
 Fourth/1 as stipulated by Article Second/1 (pertaining to Terrorism),
 mandates the defendant's release under Article 128/jeem of the Criminal*

Law Code due to insufficient evidence supporting the alleged involvement in the kidnapping of the claimant ----- for ransom, purportedly orchestrated alongside other individuals. Following the receipt of the entire ransom, the defendant was subsequently released. Additionally, the Criminal Court in Al-Ressafa has mandated the investigation judge to initiate proceedings against ----- as per Article 248 of the Penal Law, with further investigation entrusted to the Al-Aadhamiyah Investigation Court.

In the translation of the above-mentioned official document, the translators translated أصدرت القرار الاتي into has stated the following decree . In the process of translating the Arabic verb أصدرت into the English word stated, the translators committed an error. This is due to the fact that the meaning of the verb state is distinct from the meaning of the verb issue, and the translation does not provide a functional equivalent in English vocabulary. The translators have introduced a semantic loss into the target language. As a result, using the word issued rather than the verb stated is the translation that is recommended.

Furthermore, the translators made a mistake when they translated the Arabic term المتهم into the criminal. This is due to the fact that the word criminal refers to an individual who has been found guilty of committing a crime, while the word المتهم has not yet been convicted of it. In addition, the translators have included semantics into the whole text. the accused person is the translator's proposed translation. Furthermore, the clause "الغاء التهمة الموجهة للمتهم أعلاه" has been rendered as "to abort the charge addressed against the above criminal." However, the verb "abort" is not typically associated with the noun "charge" in legal terminology. A more suitable translation would be "to drop the charge," where the verb "drop" aligns better with the legal context.

Similarly, the clause "والاخراج عنه عملا بأحكام المادة" has been translated as "and to be released based on Article." In this translation, the phrase "عملا" has been inaccurately rendered as "based on," which is not commonly used in legal discourse. Alternatively, it could have been translated as "under" or "in accordance with." Additionally, the word "أحكام" has been omitted, which could have been translated as "provisions." Furthermore, the translators experienced a loss of semantic meaning when they translated the sentence *يُفتح قضية بحق المتهمين* into *to bring up a case against*. In this translation, the English term *bring up* is employed as an equivalent to the Arabic verb *يفتح*. The action of *bringing up* a child until he becomes an adult is another meaning of the English word *bring up*, which may also be translated as *bringing about*. In the context of the sentence *يُفتح قضية*, the verb *bring* without the preposition *up* that collocates with the noun *case* is the functional equivalent for the clause. On one hand, the translator chose to render the sentence *قررت محكمة جنايات* "الرصافة" as "It has been decided by the Criminal Court in Al-Ressafa," thereby transforming the active voice in Arabic into a passive voice construction in English. This alteration, however, is unnecessary as the Arabic language typically favors the active voice. A more appropriate translation would be "The Al-Ressafa Criminal Court has determined." In contrast, the translators rendered the verb phrase *كما قررت* as "It has also been decided by the Criminal Court in Al-Ressafa." Here, the translators converted the active voice statement in Arabic into passive voice in English. In this context, it would be preferable to maintain the active voice in the target language by employing the translation "The Criminal Court in Al-Ressafa has also decided to." Lastly, the Arabic phrase *واحالتهم الى محكمة تحقيق الاعظمية* has been translated as "and to be investigated by Al-Aadhamiyah Investigation Court." The translators used the phrase "to be examined" to convey obligation, which is not commonly used in legal

registers. In legal terminology, the modal verb "shall" is typically utilized to indicate duty. However, the translators failed to incorporate the modal "shall" in the target language text, resulting in a loss of semantic precision. Therefore, a more appropriate translation would be "who shall be inspected by."

٨. Conclusions

Cultural loss is more tough to be avoided than semantic one in translating legal texts and contracts. This is due to the fact that legal language contains the references which are deeply rooted in the cultural and legal systems of a country. The process of translation of these texts is done by a person who is not only well-versed in the legal terminology and concepts but also has a good idea of the cultural context in which they are embedded. The inability to correctly present these cultural concepts could result in confusion and the wrong interpretation, thus, in some cases, the intended legal results could be in danger. On the contrary, semantic loss is mostly connected to the precise translation of words and phrases, which can be more easily solved via linguistic analysis and reference to legal dictionaries. Hence, the translating of culture-specific words may be the most culture-losing in the comparison to the other types of loss. Thus, the cultural loss is probably going to be harder to prevent than the semantic loss of translating Arabic legal texts and contracts into English. Thus, the first hypothesis has been verified. A number of translation methods can be employed to lessen the semantic and cultural losses that occur during the translation of contracts from Arabic into English. Hence, it is necessary for translators to have a thorough knowledge of both the source and the target languages, as well as the cultural and legal aspects where the contracts are in operation. Thus, they are able to clearly understand the real and cultural meaning not only of the original Arabic but also of the message that the

author intended to convey. A proper and a consistent terminology database is a very important for the semantic integrity maintenance throughout the translation process. Thus, the meaning of the important legal terms and concepts remains the same across various languages even though the translators are not the same. By using their skills of translation, translators should attempt to close the cultural divide between the Arabic and the English legal systems. This is the process of converting the culturally specific concepts into the closest English equivalents or adding explanatory footnotes to the original contract which will help in the translator to keep the original contract and the translator can give the necessary explanations to the English readers. Through the use of these translation strategies, translators can avoid the loss of the meaning and the cultural differences, thus the translated contracts will be very close to the original intentions and the legal implications of the Arabic documents. Therefore, the second hypothesis has also been verified.

References

- ١- Ahammad, S. (٢٠١٦). *A Critical Analysis of Dower (Mahr) in Islam*. Dhaka: Uttara University.
- ٢- Aixela, F. (١٩٩٦). *Culture-Specific Items in Translation*. In Translation, Power, Subversion. ed. Roman Alvarez and M. Carmen-Africa Vidal. Clevedon: Multilingual Matters.
- ٣- Alcaraz, E., & Hughes, B. (٢٠٠٢). *Legal Translation Explained* (1st ed.). Routledge.
- ٤- As-Safi, A. B. (٢٠١١). *Translation Theories, Strategies and Basic Theoretical Issues*. Petra University, Amman.
- ٥- Crystal, D. and Davy, D. (١٩٨٦). *Investigating English Style*. London: Longman.
- ٦- Gubby, H. (٢٠٠٧). *English Legal Terminology: Legal Concepts in Language*. Hague: BoomJuridische Uitgevers.
- ٧- House, J. (١٩٧٧). *A Model for Assessing Translation Quality*. Meta ٢٢:٢
- ٨- Maley, The Language of Legislation *Language in Society*. Vol. ١٦ No. ١-٤, ٢٥-٤٨. (١٩٨٧).
- ٩- Nida, E. A. (١٩٦٤) *Toward a Science of Translation*. Leiden: E. J. Brill
- ١٠- Bassnett-McGuire, S. (١٩٩١). *Translation Studies*. (2nd Ed.) London: Routledge.
- ١١- Bassnett, S. (٢٠٠٢). *Translation Studies*. London and New York: Routledge.
- ١٢- Ibrahim et al (٢٠١٦). *Translation of Official Documents*. Iraqi National Library and Archives Entry No. ٦٧٤/٢٠١٦. Baghdad.
- ١٣- Nida, E.A and Taber, C. R. (١٩٧٤). *The Theory and Practice of Translation*. Leiden: E. J Brill, p. ١٠٦
- ١٤- Sabra (٢٠٠٧). *Preparation and Drafting of Government Contracts in Arabic and English*. Fourth Edition. Sabra Office for Authoring and Translation. Cairo, Egypt.
- ١٥- Saqf Al-Hait, A., A. (٢٠١٢). *The Reliable Guide to Legal Translation*. Amman: The House of Culture for Publishing and Distribution.
- ١٦- Tiersma, P. M. (١٩٩٩). *Legal language*. University of Chicago Press.

المصادر العربية

- ١- الفقي وأبو العينين. تم استرجاعه في ١٤ اب ٢٠٢٣ على الرابط:

<http://www.elmathoon.com/٢٠٢٢/١١/eltasadek.html>