Problems of Legal Translation Encountered by Fourth-Year Students of Translation Departments

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1. Summary:

Since it requires exact and right translation, the translation of legal writings is considered the most challenging duty of translation. The aim of this research is to investigate the translation challenges faced by fourth-year students at the Translation Department at the College of Arts at Mustansiriya University. Fifteen students participated in the test. The most important tool employed in this study is a translation test which consists of different types of legal documents. The test is mainly aimed at exploring linguistic difficulties while translating Arabic legal materials into English both on the level of the words and the grammar. It is hypothesized that fourth-year students may find many linguistic problems in translating Arabic legal texts into English. It is also hypothesized that the adoption of some translation strategies may play an important role in overcoming those problems. The research proves that Arabic legal writings translated into English poses many difficulties for students. These difficulties may include the arrangement of the text, difficulties with the tenor, problems with the lexicon and problems with the syntax. Only lexical and syntactic problems will be tackled in this study. To overcome those problems, some strategies are adopted. The study concludes that the translation of legal texts requires the translator's good knowledge of applicable laws and language competence in both languages. It also requires a high competence of the linguistic and pragmatic fields in addition to professionalism in translating Arabic legal texts into English.

2. Translation Competence

In the past few years, the field of translation has started to focus on the competence of translators, specifically their ability to accurately and adequately represent a given text. Additionally, the concept of translation has gained a high level of recognition, as it has become the most frequently discussed subject in relation to translation pedagogy and training. (Hurtado Albir, 2017,p.19).

High-quality translation is a demanding procedure that necessitates a wide range of skills. Consequently, it is difficult to define the scope of TC. Translation scholars do not yet agree on a single definition of TC (Angelelli & Jacobson, 2009, p.7).

Various definitions of TC have been introduced by scholars; the most important of which is (Process in the Acquisition of Translation Competence and Evaluation [PACTE]). According to PACTE, TC is divided into six subcomponents (PACTE, 2000)

1. Communicative (Bilingual) Competence

2. Extra-Linguistic Competence.

3. Instrumental-Professional Competence.

4. Psycho-Physiological Competence.

Hatim and Mason (1997), following Bachman (1990), give a standard three-part competence structure derived from linguistics (ST processing, transfer, and TT processing) and then list a few talents for each of those headings. Hewson (1995, p.56) adds what he refers to as cultural and professional factors, with the professional aspect referring to remuneration, access to and use of appropriate dictionaries or data banks, access to equivalent content in the second language, practical understanding of word peripherals and processors, and so on.

Shreve (2002, p.44), states that the concept of the translator signifies amish-mash of academic disciplines related to what one must know to become a proficient interpreter.

3. Definitions of Translation Competence (TC)

High quality translation is a highly complex task that involves knowledge and expertise in a variety of different fields. As a result, establishing TC is not a straightforward procedure. There is currently no specific, consistent definition of TC and its components among researchers of translation studies; also, there is no standard for assessing various levels of TC. Rather than, there is an ongoing discussion regarding how translation efficiency influences the division, conceptualization, measurement, and interconnection of its components (Angelone, 2010, p.32).

Bell (1991, p.12) reports that translator competence is as follows: The various skills required for successful translation include knowledge of the target language, sources, and subject area. Competence in decoding and encoding is also a part of this field. Mayoral (2001, p.22) emphasizes the need for common sense (above all), curiosity, the ability to communicate, the capacity for self-criticism, meticulousness, as well as the ability to synthesize, among other characteristics. Pym (2003, p.21) attributes this proliferation of characteristics in explanations of TC to a perceived need to distinguish the field from linguistics and language learning. Another reason for the proliferation of features is possible that the translator's task is truly quite difficult. However, where all of the desirable states and traits are truly part of TC, or should some be included in lists of more general competencies, allowing TC to identify just those features which are unique to the translation task. TC is definitely viewed as requiring experience in a variety of domains, including at the very least language knowledge, cultural knowledge, and domain-specific information (Schäffner & Adab, 2000, p.33). According to Faber, the notion of TC could be defined in terms of the knowledge required to translate effectively (Hatim & Mason, 1997; Beeby, 1996, as cited in Faber, 1998).

On the other hand, Motamadi (2008, p.51) defines TC as the ability of a translator to present the text accurately and clearly in the TL somewhere at the level of subject

language, language, and idiomatic style while taking into account the text function of both the ST and TTs. Although this description is not precise, it is generally more precise than the preceding definitions.

4. Features of English Legal Language

According to Smejkalová (2009), the quality of a legal document's translation is mainly determined by its lexical characteristics. These characteristics can help distinguish a good translation from a poorly translated one. According to Smejkalová (2009), the vocabulary of the language is the primary distinction between daily English and legal English. Researchers are looking at these characteristics as a consequence. For instance, Mellinkoff (1963) makes reference to the fact that the lexical components are the primary features of the language used in the legal system. They overlap, have an effect on one another, and ultimately constitute the distinctive language that differentiates attorneys from others who are not lawyers.

4.1 Archaisms

Archaisms are an integral part of the legal English language, and they enhance the text and provide a formal touch. (Crystal & Davy, 1969). According to Tiersma, the legal language tends to emphasize formality. This makes it naturally gravitate toward archaic forms of expression. (Tiersma, 1999). This archaic character can be seen in the use of the "-th" ending, "Notwithstanding" or "In Witness whereof," as in the following example (Bostanji, 2010). Among the archaic terms utilized in the legal English language are "peruse," "inquire," and "hereof."

4.2 Latin and Other Languages Influenced

Due to the history of legal English, it can also be traced back to various influences on the language used in today's context. Some of these include the terms "subject matter," "paragraph," and "there." and so on (Mellinkoff, 1963, p.20). The use of terms such as "whisper," "confiscation," and "molestation" can also be traced back to the Anglo-Saxon language. (Smejkalová, 2009, p.44).

Besides the French and Latin influences on the terminology used in legal English, most documents would also likely contain a significant amount of Romance. (Crystal & Davy, 1969, p.33).

Although there are numerous terms in legal English that are derived from German, Anglo-Saxon or Latin origins, French and Norman have been considered to have the biggest influence on its development. In Smejkalová (2009, p.22), Tiersma explained how French had been the language of royal courts. Despite multiple attempts to return it to use in legal English, French was still used until 1731. This was when the court proceedings were only prohibited from using it alongside Latin.

Some of the most common legal terms that are derived from French are contract, proposal, schedule, policy, conditions, alias, and more (Bouharaoui, 2008, p.23). In addition to these, French also has a significant influence on the terms used in legal English. For instance, some legal terms, such as "fee simple" and "attorney general," are derived from French. (Smejkalová, 2009, p.22).

4.3 Using Modal Verbs

Modal auxiliary tools play a vital role in translating, as they represent various obligations and possibilities. Since translating in both Arabic and English can be very challenging, it is essential for translators to use them. Modality can be expressed through various verbs, such as shall, may, and must, and these can be used interchangeably. The number of modals that can be used is restricted. These include the following: shall, may, will, and ought to. Some grammar books and textbooks also classify the words dare, need, and must as semi-modals or modals. (Quirk et al., 1985).

A language device that depicts the institutional ideology that lies behind the process of legislative rule-making is referred to as modality, as stated by Maley (1994). In the case of contractual contracts, such as agreements and memorandums of understanding, for instance, sections that deal with obligations and limits are

generally included. For this reason, it is highly recommended to make use of modal verbs such as shall, must, and may in order to convey these ideas.

Shall is one of the modal verbs that is employed in legal papers far more often than any other. One of the first examples of this concept may be found in Roman legal documents such as Magna Carta, which is considered to be an example of liberty. On top of that, it is often used in English to indicate the future. On the other hand, this phrase is not used in legal terminology to denote a definitive result (Tiersma, 1999, page 55).

In 1989, Bowers claimed that "shall" serves as a way to evoke certain qualities of the law (El-Farahaty, 2015).

Any legal phrase that comes before the word "shall" is often translated into Arabic using the present tense, as stated by Sabra (2007). as shown by the case that follows (Husni & Newman, 2015): There is no predetermined way to translate the word "shall" into the present tense. When referring to the need of something, it is possible to use the active verb followed by the obligatory modal, e.g. يجب (El-Farahaty, 2015), as in the following example:

المادة 4

- تستعمل المؤسسات الاتحادية والمؤسسات الرسمية في إقليم كردستان اللغتين.

Article 4

- The federal and official institutions and agencies in the Kurdistan region shall use both languages.

On the other hand, Obligatory shall can be expressed by the combination of يجب أن، يجب على or by the propositional article على, on alone (Badawi et al, 2004) plus أن يجب على as in the below example, Articles of Egypt's 2014 Constitution:

المادة 160

- وفي جميع الأحوال، يجب أن يُنتخب الرئيس الجديد في مدة لا تجاوز تسعين يوماً من تاريخ خلو المنصب، وتبدأ مدة الرئاسة في هذه الحالة من تاريخ إعلان نتيجة الانتخاب

Article 160

- In all cases, a new president shall be elected during a period not exceeding 90 days from the date the office becomes vacant. In such a case, the presidential term commences as of the date the result of elections is announced.

المادة 146

- وفى جميع الأحوال يجب ألا يزيد مجموع مدد الاختيار المنصوص عليها فى هذه المادة على ستين

Article 146

- In all cases, the sum of the periods set forth in this Article shall not exceed 60 days.

According to Sabra (2007), in legal documents, such as contracts, the obligatory shall be rendered a present tense verb if the text does not explicitly require it. This concept aims to preserve the documents' original nature. (Badawi et al, 2004).

5. Methodology

The current study is a qualitative study that intends to analyze and evaluate the linguistic faults made by fourth-year translation students at Mustansiriyah University's College of Arts in their translations of Arabic legal materials into English. Through the usage of a framework for analysis, the translations of the fourth-year students are examined and evaluated at the lexical and syntactic levels during the translation procedure. The translated documents will be carefully studied, by going through them line by line, and compare them to the original texts, in order to find any mistake that occurred during the translation. The translated documents are examined the way they are. The analysis was centered on the identification of the prevailing patterns, themes and specific cases of law texts in the translated documents. The results of the analysis are analyzed and debated to find the reasons for the mistakes made by the fourth-year students of the translation department.

The researcher, through the results, advised the fourth-year students to the avoid the future translation errors.

5. 1. Choice of the corpus

With the choice of 15 different legal sentences of the Arabic contracts that have different topics, the researcher is able to cut the study down to a size that is manageable and can be analyzed more efficiently. Thus, the translation can be explored more thoroughly as the specific problems and issues that emerge in the translation process are investigated. Besides, contracts are special among documents that need to be translated precisely and accurately, because they have legal implications. The researcher is giving the types and reasons of the fourth-year students of translation department's errors the focal point, which helps him to show the vital parts of the contract translation in which the first party ensured the accuracy of the translation through adopting some of the translation strategies.

5. 2. Data collection

Hence, to improve the reliability of the study, the researcher opted for a 2-legal sentence test as the corpus, thus, the corpus consists of a number of representative samples for the study. Though the more important issue is that these contracts are diverse in character and cover different sectors, as this will enable the capture of a broader spectrum of linguistic and cultural problems in translation. Besides, the legal sentences are taken from real books which are the authentic references of the different aspects of the law.

5. 3. Qualitative Data Analysis

The researcher has used the qualitative data analysis, which is a method used to interpret and make sense of non-numerical data, such as documents. This method was used to examine the content within the contract to generate meaningful insights about the translation process.

The researcher has followed several steps:

- The researcher first became familiar with the data by reading it multiple times to gain a comprehensive understanding of the content.

- Next, he identified specific segments of the data, to capture key concepts and patterns.

A test consisting of 15 Arabic legal sentences, which were taken from various authentic contracts, has been created based on the theoretical background of the study. An authentic translation has been used as a yardstick for assessing the student's work. The test has been held at Mustansiriyah University, College of Arts, Department of Translation. The number of students is fifteen from the fourth-year students (2022-2023)

The students were asked to translate those two Arabic legal sentences into English. Those sentences have legal terminology that must be translated into English.

The issues of legal translation have recently been discussed in terms of Arabic and English. These difficulties are primarily lexical in nature. Differences between English and Arabic lead to translation loss in legal translation, which must be kept to a minimum in order to retain the highest level of needed accuracy.

According to Hayawi (2010, p.33), The main difficulty for a translator is not to eliminate translation loss, but to decrease it by deciding which feature is the most important in the ST to be preserved, and which is the most legitimate to be sacrificed in keeping it saved. This implies that translation techniques are unavoidable in translationally parallel authentic texts.

This chapter discusses the methodology for the analysis and the list of documents for data analysis, the first, namely, the quantitative frequency analysis of the cognitive-based tests. The second part will introduce the two-stage framework for data analysis: first, the qualitative critical analysis that will discuss translation analysis, mainly:

- Vinay and Darbelnet's (1995) model provides useful and relevant information and examples for research methodology and data analysis on the lexical level.

6. The Adopted Models for Data Analysis: Vinay and Darbelnet's Model

Vinay and Darbelnet (1995) explore translation from a linguistic perspective. They propose their model of translation processes based on a comparative stylistic examination of English and French. This model was subsequently duplicated across a wide range of languages by a number of other researchers. This model is composed of two main approaches, which are then split into seven more techniques, each of which will be detailed separately in the following paragraphs. This translation strategy model is focused with the translation unit, which is defined as the smallest section of the utterance whose signals are related in such a manner that they should not be translated independently (Vinay & Darbelnet, 1995). The translation unit is the focus of this model. According to them, their model is constructed on the basis of three key micro-linguistic factors: vocabulary (lexicon), grammar (syntax), and composition (message).

According to Vinay and Darbelnet (1995), many stylistic effects cannot be effectively translated to the target language (TL) without causing disruptions to the syntactic order or maybe even the lexis. According to the aforementioned levels, they provide two broad translation strategies and seven translation processes for the translator to follow in order to handle this style problem. These procedures are as follows:

Direct Translation

Due to the following factors: a. parallel classifications or structural parallel processing; or b. parallel ideas originating from metalinguistic parallelisms (Vinay & Darbelnet, 1995), translation has the ability to replace every segment of the SL message with that of the TL in certain circumstances. Direct translation is comprised of calque, borrowing, and just translating anything literally.

Calque

A calque could be regarded as a 'literal translation' of common collocations, organization's names, the constituents of compounds, and even phrases such as the well-known English-Arabic pair: (skyscrapers – ناطحات السحاب). A calque may be lexical or structural. A lexical one respects the syntactic structure of the TL while bringing a new mode of expression: (Spiderman - الرجل العنكبوت). However, the structural calque presents a new linguistic construction, such as the English-French pair: (science-fiction - Science-fiction).

Borrowing

Borrowing is necessary to bridge the translation gap; it adds stylistic effects to the TT by borrowing cultural terminology from the SL, such as burqa from Arabic or tortilla from Mexican Spanish. There are some borrowed words and expressions that have become extremely common in the TL, such as حجاب, and انتفاضة, which are taken from Arabic to English. (Vinay & Darbelnet, 1995).

Literal Translation

Between languages of the same family, such as Indo-European languages, literal translation takes place (Vinay and Darbelnet, 1995). It is implausible for languages of different families, such as English and Arabic, to communicate. It is sometimes applicable, such as in the English-Arabic couple: (I wake up early every day -كل يوم استيقظ مبكرا) or the Arabic-English pair: (I arrived at the airport at night- وصلت الى المطار ليلا). These examples demonstrate that the translator's responsibility is limited to observing the linguistic servitudes of the TL. The author's prescription for good translation is the literal translation, unless the technique is unacceptable because it:

• is impossible for structural reasons;

• has no meaning, or gives a different meaning;

• has no equivalent expression within the metalinguistic experience of the TL

• corresponds to something at a different linguistic level.

Oblique Translation

Oblique translation constitutes four sub-classes: modulation, transposition, adaptation, and equivalence.

Modulation

According to Vinay and Darbelnet (1995), modulation transforms the form of the message by transforming the text of the SL into the TL from a new viewpoint. In other words, modulation varies the form of the message. When the translation is problematic or does not make sense in terms of idioms, this step is done, even if the grammar is accurate. This step is taken when the translation is uncomfortable. It seems that there are two types of modulation: mandatory and optional modulation, which are lexical and syntactic and respectively. Translators who are experts will utilize compulsory modulation, and they will do it with an awareness of how and when it is authorized in the target language.

Transposition

Transposition entails substituting a one-word class for another without altering the message's meaning (Vinay and Darbelnet, 1995, p.36). For example, the English sentence: 'The economy did not stop growing' can be translated into Arabic in two ways:

1- لم يتوقف الاقتصاد عن النمو

2- ينمو الاقتصاد نموا ثابتا

The first translation is literal, with no changes, whereas the second translation involves a transposition on two levels. The first occurred when the verb (ينمو - is growing) replaced the noun (growing - نمو), and the second took place when the absolute object + adjective (نموا ثابتا - steadily growing) replaced the verb (did not stop لم يتوقف). Transposition can be obligatory or optional, as in the two following examples:

1) He heard a noise when he got up — سمع ضجة عند استيقاظه (optional)

2) ادارتها إدارة فعالة - Operating it effectively (obligatory)

When the Arabic phrase (إدارة فعالة - effective management), which is classified as an absolute object in Arabic, is translated into English as an adverb, an obligatory transposition has occurred. It can also be rendered as a preposition: in an efficient manner. More precisely, the noun (ادارة) and its adjective (فعالة) are rendered as an adverb in English (effectively).

Equivalence

Vinay and Darblnet (1995) use a different definition of equivalence than other theorists, such as Nida (1964). The proverbs and clichés which describe the same situation in different languages using different stylistic techniques are exemplary. As evidence, consider the English-Arabic proverb pair:

(Birds of the same feathers flock together) الطيور على اشكالها تقع

Adaptation

Adaptation occurs when the translator is confronted with circumstances in the SL culture that do not exist in the TL culture, as when rendering stories and film titles. This technique would be advantageous once translating culturally bound terminology and terms from and into Arabic, wherein the translator should create an equivalent scenario. Thus, according to Vinay and Darbelnet (1995), adaptation "can be described as a unique type of equivalence, a situational equivalence" (p.39).

7. Translation Assessment of Arabic Legal Texts into English

1-أنا الموقع أدناه اقر بصحة البيانات والمعلومات المدونة مني في الاستمارة وبصحة وقانونية المستندات والوثائق المقدمة مني.

Student 1 I, the undersigned, certify the validity of the data and information written by me in the form, and the validity and legality of the documents and documents submitted by me.

Students 2 I, the undersigned, certify the validity of the data and information written by me in the form, and the validity and legality of the documents and documents submitted by me.

Student 3 I, the undersigned, recognized of the authenticity of the information, date and documents provided by me in the form.

Student 4 I, the undersigned, hereby acknowledged that I have the authenticity of the data, information written in the form, being legally submitted documents by me.

Student 5 I, the undersigned, acknowledge the validity of the data and information that are written by me in the form, and that are valid and legal documents which are submitted by me.

Student 6 I, the undersigned the data and information by me in a form

Student 7 I, the undersigned, hereby acknowledge the validity of the data and information written in the form, and the validity and legality of the document submitted by me.

Student 8 I, the undersigned, acknowledge the validity of the data and information I have written in the form, and legality validity of the documents and materials I have submitted

Student 9 I, the undersigned, certify the validity of the data and information written by me in the form, and the validity and legality of the document and documents submitted by me.

Student 10 I, the undersigned, certify the validity of the data and information written by me in the form, and the validity and legality of the documents and documents submitted by me

Student 11 I acknowledge the authenticity of the data and information I have written in the form and the validity and legality of the documents submitted to me.

Student 12 I, the undersigned, certify the validity of the data and information included in the form and the validity and legality of the documents and papers submitted by me.

<u>Student 13</u> I, the undersigned, certify the validity of the data and information written by me in the form, and the validity and legality of the documents and documents submitted by me.

<u>Student 14</u> I acknowledge the authenticity of the data and information I have written in the form and the validity and legality of the documents submitted to me.

<u>Student 15</u> I, the undersigned, certify the validity of the data and information written by me in the form, and the validity and legality of the documents and documents submitted by me.

Translation Assessment

Most of the students have translated the Arabic clause أنا الموقع أدناه into 'I, the undersigned' successfully. They adopted the calque translation strategy since the Arabic clause is composed if collocation. Few of them omitted this clause and did not translate them. They lack the linguistic competence necessary in the process of translation.

Moreover, the Arabic verb 'أقر' has been translated into 'certify', acknowledge' and 'hereby acknowledge'. The English verb 'certify' does not stand as an equivalent for the Arabic verb أقر since it gives another meaning which is not the intended one. The best strategy to adopt in this regard is the equivalence strategy by translating it into 'hereby acknowledge'.

On the other hand, the Arabic phrase بصحة البيانات والمعلومات has been translated by the students into 'validity' and 'authenticity'. The word 'authenticity' means the quality of being true and real while the validity means the state of being acceptable according to the law, for example, the validity of the contract. It seems that the suitable equivalent is 'authenticity' and not 'validity'. The phrase بصحة البيانات والمعلومات is a collocation in which the best strategy to be adopted here the that of calque.

Furthermore, the Arabic phrase المدونة مني has been translated into (written by me, provided by me, included, I have written). They adopted the strategy of transposition since they changed the noun in Arabic المدونة into a verb in English. The Arabic noun here can be translated either into an active voice verb 'I have written' or a passive verb 'written by me'. Arabic, in general, prefers the use of active voice rather than the passive one. One student, who is student 6, adopted the strategy of omission when he did not translate it.

As for the Arabic word الاستمارة, all the students have adopted the literal translation strategy by translating it into 'the form' and they all succeeded in their translation.

On the other hand, the Arabic phrase وبصحة وقانونية المستندات والوثائق has two collocations: المستندات والوثائق and وبصحة وقانونية. Most of the students have translated the first collocation into 'validity and legality'. As has been stated above, the English equivalent that stands for the Arabic word صحة is 'authenticity' and not 'validity'. Here, the best translation to be adopted is the calque strategy that is concerned with the translation of collocations. As for the other collocation which is المستندات والوثائق, some students have rendered it into 'documents and documents' in which they repeated the word 'document' and this repetition is unjustified since English does not prefer repetition like Arabic. It is better for them to mention one word only rather than repeating it. The suggested translation is 'papers and documents' or 'documents' only.

2. وافق صاحب العمل على دفع المبالغ المستحقة للمقاول وفق الكميات المسعرة التي اعدها الطرف الثاني و شروط العقد.

Student 1 The Employer agreed to pay the sums due to the Contractor according to the priced quantities prepared by him The second party and the terms of the contract.

Student 2 The employer agreed to pay the sums due to the Contractor according with the second party's quotations and the terms of the contract.

Student 3 The employer agreed to pay the amounts due to the Contractor according to the priced quantities that are priced and prepared by the second party and the terms of the contract.

Student 4 The employer shall approve of paying the amount of money due to the Contractor in according with priced quantities set by the second party and conditions of the contract.

Student 5 The employer agreed to pay the amounts due to the Contractor according to the priced quantities prepared by the second party and the terms of the contract.

Student 6 The Employer agreed to pay the amounts due to the Contractor according to the priced quantities that are prepared by the second party and the terms of the contract.

Student 7 The employer have agreed to pay amount to the Contractor in accounting with priced quantities by the second party.

Student 8 The employer agreed to pay the contractor in accordance with the second party's quotations and the terms of the contract.

Student 9 The employer have approved upon the contract's outstanding amounts pursuant to price regulated quantites and contract terms that was prepared by the second party.

Student 10 The employer agreed to pay the amounts due to the Contractor according to priced quantities prepared by the second party and the terms of the contract.

Student 11 The employer agreed to pay the amounts due to the Contractor according to quantities priced prepared by the second party and the terms of the contract.

Student 12 The employer agreed to pay the amounts due to the Contractor according to the priced quantities prepared by the second party and the terms of the contract.

<u>Student 13</u> The Employer agreed to pay the sums due to the Contractor according to the priced quantities prepared by him The second party and the terms of the contract.

<u>Student 14</u> The Employer agreed to pay the sums due to the Contractor according to the priced quantities prepared by him The second party and the terms of the contract.

<u>Student 15</u> The Employer agreed to pay the sums due to the Contractor according to the priced quantities prepared by him The second party and the terms of the contract.

Translation Assessment

To start with, the main verb in the Arabic legal sentence وافق has been translated by most of the students into 'agreed' which is in the past simple. The verb in this sentence should be in the present perfect because it is a contract and the tense used in writing a contract is present perfect and not past simple since contracts have obligations that must be fulfilled. Other students translated it into 'have agreed, which is an error made by the student since the subject is a singular. Another student translated it into 'have approved' which is also an error as a result of the use of 'have' instead of 'has'. The other student translated it into 'shall approve'. The modal 'shall' is used in the legal language to express obligation which must be fulfilled by the parties involved in the contract. As for this sentence, the modal 'shall' is not used in this regard since the Arabic verb expresses past that should be translated into present perfect in English.

The Arabic legal phrase 'صاحب العمل' has been translated successfully by the students into 'the employer' in which they adopted the literal translation strategy. The Arabic collocation المبالغ المستحقة has been translated by most of the students into 'the sums due' and 'amounts due' in which they adopted the calque translation strategy. They succeeded in this translation. Other students have adopted the

omission strategy when they did not translate the Arabic word المستحقة into 'due' in English. This error made those students is due to their poor competence in the English legal language.

Furthermore, the Arabic word وفق has been translated by most of the students into 'according to' in which they adopted the literal translation. However, 'according to' is correct if it is used in other registers like literary language, scientific language and others. In legal register, the adverb used in this regard is 'in accordance with' or pursuant to'. Other students made errors as a result of their poor competence in the translation of legal contracts.

On the other hand, the clause الكميات المسعرة التي اعدها which is a relative clause has been translated differently by the students. Some of them have rendered it into 'the priced quantities prepared by' and others translated into 'priced quantities that are prepared by'. They have adopted the calque translation strategy since it includes a collocation which is الكميات المسعرة in which they have succeeded in their translation. Two students have made an error when they rendered this collocation into 'quotations' due to their poor competence in the translation of legal contracts. The suggested translation is 'the priced quantities that have been prepared by'.

Finally, the Arabic legal collocation شروط العقد has been translated by most of the students into 'the terms of the contract'. One student has translated it into 'the conditions of the contract' and one student did not translate this collocation into English. The adopted translation of this collocation is the calque strategy since it is a collocation. The students' translations sound good. However, the translation of this collocation can be 'the terms and conditions of the contract' which is widely used in the legal register in which the equivalence translation strategy has been adopted.

8. Conclusions

Fourth-year students often face many lexical and syntactic problems which are due to their poor performance. The complex nature of Arabic and English, coupled with

the divergence in legal systems and cultural contexts, contributes to the challenges faced during translation. The extent of these linguistic problems varies depending on the complexity of the contract, the proficiency of the fourth-year students of translation, and the level of familiarity with both legal systems and cultural contexts. In other words, there are many difficulties in translating any text, but the translation of legal contracts is more difficult than any other type of text. This validates the first hypothesis of this study. The translation strategies that have been adopted in this study are the strategies that Vinay and Darbelnet (1995) propose that are aimed at helping translators to overcome some problems and challenges that may arise in the process of translating legal texts and contracts from one language into another. Those strategies play a significant role in alleviating and overcoming the lexical and syntactic problems facing fourth-year students of the translation department at Mustansiriyah University in Iraq. Thus, the second hypothesis has also been validated.

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مشكلات الترجمة القانونية التي يواجهها طلبة المرحلة الرابعة في أقسام الترجمة

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الكلمات المفتاحية: تقييم الترجمة، كفاءة الترجمة، ستراتيجيات الترجمة

الملخص:

نظراً لضرورة ترجمة النصوص القانونية بدقة وإتقان، فإنها تُعدّ من أصعب مهام الترجمة. يهدف هذا البحث إلى دراسة تحديات الترجمة التي يواجهها طلاب السنة الرابعة في قسم الترجمة بكلية الآداب في الجامعة المستنصرية. شارك خمسة عشر طالباً في الاختبار. وأهم أداة مستخدمة في هذه الدراسة هي اختبار ترجمة يتكون من أنواع مختلفة من الوثائق القانونية. يهدف الاختبار بشكل رئيسي إلى استكشاف الصعوبات اللغوية أثناء ترجمة المواد القانونية العربية إلى الإنجليزية، سواءً على مستوى المفردات أو القواعد، يُفترض أن طلاب السنة الرابعة قد يواجهون العديد من المشكلات اللغوية عند ترجمة النصوص القانونية العربية إلى الإنجليزية. كما يُفترض أن اتباع بعض استراتيجيات الترجمة قد يلعب دورًا هامًا في التغلب على هذه المشكلات. يُثبت البحث أن النصوص القانونية العربية المترجمة إلى الإنجليزية تُشكل العديد من الصعوبات للطلاب، والتي قد تشمل ترتيب النص، وصعوبات في مضمونه، وصعوبات في المعجم، وصعوبات في النحو. ستُركز هذه الدراسة على المشكلات المعجمية والنحوية فقط. للتغلب على هذه المشكلات، تُعتمد بعض الاستراتيجيات. وتخلص الدراسة إلى أن ترجمة النصوص القانونية تتطلب إلمامًا جيدًا بالقوانين النافذة وكفاءة لغوية في كلتا اللغتين. كما تتطلب كفاءة عالية في المجالين اللغوي والبراغماتي، بالإضافة إلى الاحترافية في ترجمة النصوص القانونية العربية إلى الإنجليزية.