Working with Different Text Types in English and Arabic
Working with Different Text Types in English and Arabic:

*Translation in Practice*

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CHAPTER ONE

BASIC CONCEPTS

BAHAA-EDDIN A. HASSAN

Translation is the interpretation of a source text meaning and the production of an equivalent text meaning in another language. Translation is a text-based activity; the text type determines the strategies used in translation. This book is intended to shed light on the translation of miscellaneous text types. It will give examples from different informative texts; i.e. texts which give information. They include technical texts such as legal and medical texts; vocational texts; and other forms of non-fiction.

1.1 Learning Objectives

In this unit, basic concepts of translation strategies are introduced with reference to texts types and language varieties. By reading the book, students will be able to:

1. Explain key translation concepts,
2. Use translation strategies they acquired,
3. Recognize translation problems related to language and culture,
4. Analyze source texts and recognize language varieties, and
5. Translate various types of texts (legal and financial; scientific and medical; ………).

Equivalence is a key concept in translation process. It means the relationship between the source text and its translation (the degree of similarity in message and effect). The 1970’s and 1980’s witnessed a change; there was a move from structural linguistic approach (word and sentence level) to the functional approach. In translation theories, the focus is on equivalence on the textual level. Reiss adopts translation strategies for different text types. Nord also proposes a theory of source text analysis which is based on discourse and register analysis which focuses on how
language conveys meaning in a social context. Halliday introduced Systemic Functional Grammar. According to Halliday, text types influence the register (word choice and syntax). He divided register as follows:

1. Field: subject of the text
2. Tenor: the author of the text and intended reader
3. Mode: the form of communication

A text type is “a set of heuristics for producing, predicting and processing textual occurrences and hence acts as a prominent determiner of efficiency, effectiveness and appropriateness”. Hatim and Mason (1990) provide a textual typology in which they focus on the text’s rhetorical purpose, which is defined as the set of mutually relevant communicative intentions. The rhetorical purpose of a text is based on contextual (communicative, pragmatic and semiotic) factors. They distinguish three basic text types: argumentative (including through-argument and counter-argument), expository (exposition, narration and description) and instructive. However, texts, sometimes, exhibit features of more than one type.

Because different subjects have language varieties and different styles, translators also render these texts in different ways and find different translation problems. As a result, there are different translation strategies and text types; for example,

1. Legal texts
2. Scientific and medical texts
3. Media and political texts
4. Technical texts

In fact, language varies according to register; i.e. subject matter, level of formality and whether it is spoken or written. Basil Hatim introduces the term in Arabic as “النص الهوية”. He also uses text-types “النص أنماط” as a basis for his book English-Arabic/Arabic-English Translation: A Practical Guide. He begins by translating detached expository texts; progressively

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1 Nord, Text Analysis in Translation: Theory, Methodology, and Didactic Application of a Model for Translation-oriented Text Analysis, 2005
2 De Beaugrande & Dressler, Introduction to Text Linguistics, 186
3 Hatim and Mason, Discourse and the Translator, 198
moves on to extremely involved and highly evaluative texts. According to Hatim, different text types show different structure formats. Some are formulaic as the structure of legal texts. Others such as expository texts are less formulaic.

### 1.2 Register and Genre

David Crystal in *A Dictionary of Linguistics and Phonetics, 5th Edition*, defines the term register as "a variety of language defined according to its use in social situations, e.g. a register of scientific, religious, formal English." Peter Trudgill refers to 'register' as the vocabulary used by a speaker in a given context.

For example, if speakers are talking to the people they work with about their work, their language is likely to be rather different from that they will use, say, at home with their families in discussing other topics. Linguistic varieties that are linked in this way to particular occupations or topics can be termed registers. The register of law, for example, is different from the register of medicine, which in turn is different from the language of engineering - and so on. Registers are usually characterised entirely, or almost so, by vocabulary differences: either by the use of particular words, or by the use of words in a particular sense...

Suzanne Romaine in *Language in Society* distinguishes between 'register' and 'style'.

Register gives a clue about what we are doing. The concept of register is typically concerned with variation in language conditioned by uses rather than users and involves consideration of the situation or context of use, the purpose, subject matter and content of the message, and the relationship between participants. For example, two lawyers discussing a legal matter use the register of law; the language of police detectives reviewing a case reflects a register particular to their profession and the topic under discussion. If we hear words such as "Our merciful Father in heaven, grant

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3 Reiss, “Type, kind and individuality of text: decision making in translation”, 2000
4 Crystal, A Dictionary of Linguistics and Phonetics, 5th Edition, 393
5 Trudgill, Sociolinguistics, An introduction to language and society, 84
us the strength...", we know instantly that we are dealing with the register of religion.8

She also argues that

Vocabulary differences - either a special vocabulary or special meanings for ordinary words - are most important in distinguishing different registers.... A notion related to register is that of 'style', which can range from formal to informal depending on social context, relationship of the participants, social class, sex, age, physical environment, and topic. Stylistic differences can also be reflected in vocabulary, as in "The teacher distributed the new books" versus "The teacher gave out the new books", syntax, as in an increased use of the passive voice (in English) in formal speech ... and pronunciation (compare, for example, colloquial pronunciations such as 'readin', ‘singin’ with more formal ones such as ‘reading’, ‘singing’)9

In practice, we do not distinguish between ‘style’ and ‘register’ as the definitions from Trudgill and Romaine suggest. R. L. Trask defines register in terms of style:

A particular style of language which is appropriate in certain circumstances. Murmuring to your lover, chatting with friends, writing an essay, being introduced to the Queen - all these require different registers of English.10

Practically, translators use register and style almost interchangeably to refer to vocabulary. Contrary to this argument, this use of register, which is widespread, at least in the profession of translating, has a lot to do with formality. If we are translating a text for a legal purpose, we will probably use the defendant rather than the accused, and in a medical text, we’ll be talking about haemorrhaging and not bleeding.

With regard to genre, it seems to be used in literary commentary. The conventions of the sonnet, for example, are referred to as genre. It is the linguistic context which embeds a particular register. R. L. Trask makes the distinction clear:

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8 Romaine, Language in Society. An Introduction to Sociolinguistics, 21
9 Romaine, Language in Society. An Introduction to Sociolinguistics, 21-22
10 Trask, A Student’s Dictionary of Language and Linguistics, 5th Edition, 185
The key fact about a given genre is that it has some readily identifiable distinguishing features that set it off markedly from other genres, and that those features remain stable over a substantial period of time. In most cases, a particular genre also occupies a well-defined place in the culture of the people who make use of the genre. Among the genres familiar to most of us are lyric poetry, religious liturgy, legal documents, proverbs, fairytales, scholarly monographs and news stories. Very often, mastery of a particular genre is seen as a requirement for a certain profession; this is so for lawyers, bards, academics, shamans, scientists and physicians, among others.  

1.3 Quiz

1. What is register?
2. Explain how register is different from genre.
3. Explain how word choice might differ from a text-type to another
4. List the types of knowledge that a translator should have.
5. Complete the following definitions:
   A. Equivalence is .................................................................
   B. Text Type ........................................................................
   C. Style is .............................................................................

Bibliography

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2.1 Features of Legal Language

In this unit, basic features of legal language are introduced. First, the sentence structure in the legal text is unique. Legal language differs in a number of ways from other texts:

1. Technical terminology (such as liabilities المماثلة, plaintiff المدعى, defendant عليه المدعى عليه).
2. Formulaic deictic expression (such as said/aforesaid سابقا المذكور سابقا; hereinafter فيما بعد).
3. Wordiness and redundancy are also frequent.
4. Long and Complex Sentences (sometimes hundreds of words long).
5. Formulaic grammatical constructions such as the use of ‘shall’.

1. Technical Terminology

Technical vocabulary is noticed in legal documents. Words such as ‘said’ or ‘such’ are often used. Many clichés can be recognized in legal documents. Examples are:

<table>
<thead>
<tr>
<th>English</th>
<th>Arabic</th>
</tr>
</thead>
<tbody>
<tr>
<td>The said property</td>
<td>العقار المذكور</td>
</tr>
<tr>
<td>Null and void</td>
<td>لاغ وباطل</td>
</tr>
<tr>
<td>Made and signed</td>
<td>تحرر وتوقع</td>
</tr>
<tr>
<td>Safe and sound</td>
<td>مامون وصحيح</td>
</tr>
<tr>
<td>Fraud and deceit</td>
<td>غش وخداع</td>
</tr>
</tbody>
</table>

Repetition and redundancy are also noticed in these legal expressions.

<table>
<thead>
<tr>
<th>English</th>
<th>Arabic</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unless and deceit</td>
<td>ما لم ولا أن</td>
</tr>
<tr>
<td>Shun and avoid</td>
<td>يتحاشى ويتجنب</td>
</tr>
</tbody>
</table>
Chapter Two

2. Archaic Deictic Expressions

Deictic expressions are used to point through language. Many adverbs which are archaic formal deictic expressions can be noticed in legal documents. The adverb ‘herein’ for example is used to mean ‘in this document’. The adverb ‘hereby’ is used as a speech act to mean ‘with these words’ or ‘with this action’. Notice the following translation:

The second party hereby acknowledges that

Among these are adverbs such as ‘thereof’, ‘thereto’, ‘therein’ which mean “بموجب هذه الوثيقة.” The most frequent discourse expression in the contracts, ‘hereto’, is used in the phrase ‘parties hereto’, and is mentioned implicitly in Arabic. Notice the following:

3. Use of Long Complex Sentences

Legal documents are characterized with complex sentences with more than one subordinate clause. Coordination discourse markers such as ‘and’, ‘but’ and ‘or’ are noticed. They also have many conditional phrases such as ‘provided’, ‘unless’, and ‘if that’. Many phrases usually separate the subject from the predicate. Notice in the following sentence how the subject and the predicate are separated by a long phrase.

Landlord shall, subject to Tenant’s reimbursement as provided in Section 4.3 herein, maintain in good repair the exterior walls, roof, and sidewalks of the building.

4. Use of Shall

The modal ‘shall’ is used to indicate obligation to the subject of the sentence. It should not be confused with future ‘shall’. In some cases the expression ‘is to’ is used as an alternative. The modal verb ‘must’ can not be used in this sense. Look at the following example:
The first party shall have the right to assign the second party any other work

Sometimes, the modal ‘shall’ is used to show instructions and illustrations in the text terminology. Notice the following example:

As used in the lease, the following terms shall have the meanings set forth below

A notice of appeal shall be filed within 15 days

2.2 Equivalence and Strategies

Equivalence is the relationship between the ST and the TT. Its main goal is to produce a text in the TL that will have the same effect as the original text had on the receivers belonging to the SL culture. Formal equivalence is the rigid adherence to the form of the original language. On the contrary, functional equivalence is the complete disregard for the form (not the message) of the original language. It focuses on the function of the text. Functional equivalence is utilized in legal translation because legal systems are different in different countries. Notice for example the word ‘defendant’ should not be translated ‘عنه المدافع’, or ‘الخصم’, but rather it should be translated as ‘عليه المدعى’. There are many translation strategies used to meet equivalence standards in legal translation. The following strategies can be used in translating legal documents.

1. Modulation

It deals with the variation through a change of viewpoint, of perspective and introducing a clarification with respect to the original formulation. Modulation consists of using a phrase that is different in the source and target languages to convey the same idea. Let us take the example of the word ‘ىرجمى’ which is translated as ‘revocable’ to match the the different legal system. Another example is ‘إبراء’ which is rendered as ‘non-liability’.
2. Shift

It is a change in the grammar from source text to target text (singular to plural; position of the adjective, changing the world class or part of speech. This is the process where parts of speech change their sequence when they are translated.

3. Over-translation (Addition)

The translator depends on pragmatic inference to supplement the text with information that does not exist in the original text. This strategy is used because of the lack of functional equivalence in the target language.

4. Under-translation (Omission)

If the meaning conveyed by a particular item or expression is not necessary to mention in the understanding of the translation or has no functional equivalence in the target language, translators use this strategy to avoid lengthy explanations or unexplained meaning in the target language. Let us take the phrase ' luyện أجله الله، زواج أجله الله'. The underlined modification of the noun 'marriage' is deleted.

5. Substitution

It is a process appears when a word or sentence in the source text is substituted with the target text item in order to adapt or create similar message with the source text (ST) with rules of language which is acceptable in the target language. An example of substitution is the translation of the word 'شرعى' as 'legal'.

6. Expansion

It aims to make explicit information that is implicit in the original, either in the main body or in footnotes or a glossary. Let us take for example the translation of 'المؤجل الموكل' and 'المؤجل الموكل'. These are explicitly rendered as ‘down-payment dowry’ and ‘deferred payment dowry’. Another example is the word 'زكاة'. It is wrongly translated as ‘alms’ which is equivalent to 'صدقة'. Therefore, the word ‘زكاة’ should be explicated in the text or in the notes.
7. Exoticism

The substitution of dialect, or nonsense words, in the original text by rough equivalents in the target language (sometimes marked by italics or underlining). An example is the word ‘زكاة’ as ‘zakat’.

8. Creation

It is a replacement of the original text with a text that preserves only the essential message, ideas, and functions of the original. This strategy includes neologism which means coining new words and regionalism which means using a peculiar feature in a particular region or country.

2.3 Samples of Civil Documents

Literal translation is frequently used in rendering legal documents. However, literal translation sometimes results in failure to convey the precise rights and duties laid out by the source. It lacks the cultural and legal context of the target language. Legal translators often face particular problems because the source text has structural dependence on its source language; and the specific legal and cultural conventions of the jurisdiction in which it originated. Consider the following legal documents and compare the source texts with the target texts:

Source Text 1

توكيل خاص
مفترضين

انا الموقع أداء ......... الجنسية ............. من ........... وحامل جواز السفر ............. رقم ........... والصادر في ........... بتاريخ ........... أوكر بموجب هذا السند السيد ............. من ........... حامل جواز السفر ............. رقم ........... والصادر في ........... بتاريخ ........... بأن يقوم نيابة علي بموجب هذا التوكيل بالأفرار والحصول على التسهيلات الإتمانية باسمي من بنك الإسكان في ...........، وأن برره أمالي المنقولة وغير المنقولة لدى الدوائر المختصة والتوكل حق التصرف بالقرض و/ أو التسهيلات الإتمانية وذلك طبقاً للأحكام المنصوص عليها في عقد القرض و / أو عقد التسهيلات الإتمانية وفتح الحسابات المصرفيه والسحب والإيداع منها وسحب ودعائي وأموالي من أي بنك كان وأثرى أوضح حقوق مطلق بتوقيع جميع الأوراق والطلبات والمعاملات الخاصة بالأمور المبنية أعلاه لدى جميع الجهات المختصة مع التزامي التكاليف وتعاضدنا بكافة الإيجارات التي قد تنشأ نتيجة لأستخدام موكلي لهذا التوكيل.
Gloss:
Undersigned: الموقّع أدناه
Authorise to act on my behalf in: أوكل
On my behalf نيابة عن
In accordance with this power of attorney بموجب هذه الوكالة
Credit facilities التسهيلات الإقتصادية
In pledging as security وأموالتي المنقولة
Moveable and immoveable property وللوكيل حق التصرف
Shall have the right of disposal over سحب
Withdrawal
Deposit
Without restriction
Claims
With my joint and mutual obligation التزامات، مسؤوليات
tকাল সহায়তায় এবং সহায়তা
All liabilities تنشأ
Ensue

Target Text 1
Special power of Attorney
Borrowers
I, the undersigned…… of ........ Nationality from.....and holding ........passport No, issued in ...... on........, in accordance with this document do authorise Mr. .............from............ the holder of ........passport No. ...... issued in ...... on....... to act on my behalf in accordance with this power of attorney in borrowing and obtaining credit facilities in my name from the Housing Bank in ............., and in pledging as security my moveable and immoveable property with the competent departments. The agent shall have the right of disposal over the loan and/or the credit facilities in accordance with the regulations provided for in the contraction of loan and/or the contraction of credit facilities, and over opening bank accounts, money withdrawal and deposit and withdrawal of deposits and funds from any bank whatsoever. I also authorise him without restriction to sign all papers, claims and business transactions relating to the affairs detailed above with all competent authorities and with my joint and mutual obligation for all liabilities which might ensue as a result of my agent using this power of attorney.
Notice that editing a power of attorney is exact and technical. It seeks to precisely define legally binding rights and duties. Inaccurate translation can lead to expensive misunderstandings in terms of the power of attorney.

### Source Text 2

كتفالة

في يوم ………. من شهر ………. سنة ………. حضر لدي أنا ………. الكاتب المختصر……. في دارتي الرسمية الكاتبة ………. السيد ………. للمقيم ………. المغلق ………. وطلب إلى أن أحرر عليه سنتا يتضمن ما هو آت: بما أنه تقرر إخلاء سبيل ………. تأمنانا لحضوره في جميع الممارسات التحقيقية وجلسات المحاكمة وعدد تنفيذ الحكم فإني أكفله المذكور ويتبعه بإحضاره عند كل طلب يصدر بحقه من جهة المختصة في هذه القضية وعند تنفيذ الحكم وأن تأخر عن إحضاره يدفع ………. لصندوق ………. يتأخر ويودون حاجة إلى إخباري أو محاكمة ويتعهد ذلك يقبل بما يترتب عليه قانونياً، وإني أصدق على اقتراده وسلامته الشكل القانوني.

### Gloss:

Bail  
Draw up  
Stand bail for  
Summon  
Acceptable testimony  
Guarantor

### Target Text 2

Bail Bond

On the ……… of…… in ………, I……, the Notary Public……, in my official office within……., had before me Mr. …… from the town of ………, known to me or whose identity was attested to me by Mr. ………, who requested that I draw up for him a bond containing the following:

Whereas it has been decided to release Mr. ………From the town of ……… accused of the crime ………by bail to the sum of ……… to secure his attendance at all investigative proceedings, sessions of court and at the implementation of the verdict, Mr. ……… stands bail for the aforementioned accused and undertakes to present him in response to every summons issued regarding him by the relevant authority of this case and at the implementation of the verdict, and any delay in presenting him will result in the payment of…… to pay office ……… without excuse and without need to resort to any notice or judicial proceedings, and that if this does not occur he accepts the legal consequences against him. I hereby confirm his ability and his suitability in due form.
Technical terms in legal systems differ from one country to another. In the previous example, the term ‘notary public’ which is the translation of ‘كاتب عدل’, is sometimes translated ‘العام الموثق’ in other countries.

Source Text 3

In due form

Gloss:

Had before me
I draw up for him a debenture
That he hereby confirms and acknowledges
The said sum
To his aforementioned creditor
He shall defray the damage
Convened
What is herein entered
Signatories

Debenture

On the …… of…… in ……, I……, the Notary Public….. in my official office within the Court of……, had before me Mr. ………, and after Mr. …… and Mr. ….. confirmed his identity, he requested that I draw up for him a debenture containing the following:

That he hereby confirms and acknowledges that he is indebted for the amount of……. to his creditor ……. due to……, that he promises to pay the said sum after the period of……. from this date to his aforementioned creditor or to any persons or shops without excuse and without need to
resort to any court or court ruling and that if he delays in payment he shall defray the damage, the loss and the legal costs. I have therefore convened a Notary Council, personally drawn up this debenture, read it aloud to the above-mentioned debtor and thoroughly acquainted him with its consequences. He has accordingly affirmed and acknowledged its contents, entirely confirms the correctness of what is herein entered and has signed it in my presence and that of the two witnesses who are signatories below. It has been recorded and endorsed by us all for him in due form.

Notice how legal English is different from general English. There is great tendency to use formulaic expressions. In the previous example the formulaic expression ‘had before me Mr. …’ is complex and archaic language. Notice also the deictic formulaic expressions ‘hereby’, ‘aforementioned’ and ‘said’. The next text is a sample of deposition in trust.

**Source Text 4**

Lebanese Language:

أنا الموقع أدناه من مواليد مدينة ........ هوية رقم ........

صادرة بتاريخ ........ مبلغاً وقدره ........ أقر وأعترف بذلك أرسلته من السيد ........ فقط (رقم) ........ (كتابة) ............ آمنة أودعها عندي ......... أمانة أودعها عندي

وكان على الاستعداد لاعتناقه له حين الطلب دون أي تأخير وإذا تأخرت عن إعادة الأمانة أكون مسناً للأمانة وبذلك أخضع لنفس أحكام المادة رقم ........ وما بعدها من قوانين العقوبات واسقطت حقي من أي طلب أو اعتراض ، واستمتع بالوقال والحقيقة قد وقعت هذا السند وانا

بكمpartial الأهلية القانونية أصولاً وكل خلاف بيننا تقوم المحاكم المختلفة بالنظر فيه.

**Gloss:**

Deposited with me in trust
Abuse the trust
Thereby
Penalties
Legal competence

**Target Text 4**

English Language:

I …… the undersigned, from the city of ........... ID No. …….date of issue ……… hereby confirm and acknowledge that I have received from Mr. ……a sum of…… (In numbers).….. (In words)….. Only, which he has deposited with me in trust, and that I am prepared to return this to him
whenever he so instructs without any delay, and that if I delay in returning
the deposition in trust I shall abuse the trust and shall thereby submit
myself to the provision of Article …….. and the subsequent penalty laws
and shall forfeit my right to any claim objection.

Giving due notice of the fact and the truth, and being of full legal
competence, I have signed this certificate in due form. Any disagreement
between me and the depositor shall be considered by the duly appointed
courts.

In the next excerpt, the Arabic word 'حضر' is translated as 'received'.
Notice also that the phrase ‘لا يحق’ is not rendered literally. It is rendered as
the technical term ‘no entitlement’.

Source Text 5
شهادة حضانة طفل
في المجلس الشرعي المعقد لدى أنا …….. قاضي …….. وسكن
الشريعي حضر …….. من …….. وطلب تثبت ولايته على الفاسدين ……..
برض ائته المحرم …….. بحضور الشاهدين …….. و …….. الموظفين في
الذين أخبرا بأسانته واستقامة وكفانته وأهلته لذلك فقد ثبت ولايته على
الفاسدين …….. المذكورين …….. على أن لا يحق للمذكور بيع شيء من إمواله أو رهنها إلا بذات خطي من المحكمة الشرعية
المختصة وقد أوصيته بقوقا الله ومراحته مصلحة الفاسد المذكور.

Gloss:
Have received حضر لدى
Custody حضانة
Legal minor قاصر
Deceased المرحوم
With no entitlement على أن لا يحق للمذكور
Mortgage رهن
Enjoin أوصى

Target Text 5
Certificate of Custody
In the legal Council convened in my presence, …….., the Religious Judge
of …….., have received Mr. …….. From …….. and resident in …….. who applied for confirmation of his custody of the two
legal minors …….. and …….. daughters of his deceased son Mr.
…….. In the presence of two identified witnesses Mr. …….. and Mr.
……both residents in ….. And who informed me of his honesty, uprightness, eligibility and competence. I have accordingly confirmed his custody of the aforementioned legal minors, with no entitlement to sell or mortgage any of their property except by written authorisation from the competent Religious Court, while enjoining him to be God-fearing and to safeguard the interests of the aforementioned legal minors.

The next example is a legacy document. The word ‘الشرعى’ is translated as the functional equivalent ‘legal’. As we discussed above, functional equivalence is more suitable than formal or lexical equivalence.

**Source Text 6**

حجة إرث

في المجلس الشرعي المعقد لدى آنا …………………………………………… إضمني
الشرعى تثبت لدى وفاة المرحوم ……………………… في …………… يجري
الشرعى والإنقلي في ……………………………. وإنحصر إرث …………………………….
وجميعهم ………………………. وأنه لا ورث ولا مستحق لتركة المتوفى ………………………………
لدى وأعداد على أخبار الشاهدين ……………………………. وإذ صحت المسالة الإرثية الشرعية من
المذكور …………………………. وصحت المسالة الإرثية الانتقالية من ……………………………….

**Gloss:**

Inheritable

Legacy

Legatee

Beneficiary

Endorsed

**Target Text 6**

Certificate of Legacy

In the legal Council convened in my presence, I…… the Religious Judge of………., have had confirmed to me the death of Mr. /Ms. ……. in ……… on………, and that his/her legal and inheritable legacy is restricted to………. only and they are all………., and that there is no other beneficiary or legatee of the bequest of the aforementioned deceased Mr. /Ms. ……. except those mentioned and this is in accordance with the request of …………………. This is confirmed and endorsed by the trustworthy Mr. …….. and Mr. …….., residents of……….. Accordingly, the legality of the legacy has been established in terms of……… and the inheritable legacy is thus …………….
Notice that in the target text (6) the same word 'الشرعى' is translated as 'legal' in the phrase 'الفاضى الشريعي'. The next example is a financial document.

**Source Text 7**

Bill of Exchange and Payment No.  
Stamp: …… Bank (City) Branch ……  
On ……… I promise to pay against this bill of exchange to the order of ……… Bank the above sum of ……..and which I have received in cash. If I default on payment on the date mentioned above I am liable to pay a legal interest of ……… % per annum and this from the date of liability until payment in full without need of further notice. In this event I am also liable to pay the value of the other Bills of Exchange signed by me to the order of ……Bank and which were not payable by that time.

**Gloss:**  
Default on payment 
I am liable to  
Liability  
To the order of

**Target Text 7**

On ……… I promise to pay against this bill of exchange to the order of ……… Bank the above sum of ……..and which I have received in cash. If I default on payment on the date mentioned above I am liable to pay a legal interest of ……… % per annum and this from the date of liability until payment in full without need of further notice. In this event I am also liable to pay the value of the other Bills of Exchange signed by me to the order of ……Bank and which were not payable by that time.

Notice in the previous example that the technical term 'default on payment' is the functional equivalent of the phrase 'الدفع فى أتأخر'. Another technical term is 'liable to' which is the equivalent of 'عليه يستحق'. It is different from the legal term 'entitled to' which is the equivalent of 'له يحق'.
I have been detained in the prison of ... since ... for the crime with which I am charged and whereas in the event of the charge being proven I may be released, and insofar as the investigative procedures concerning me have been concluded and I have a known place of residence and a family for which I am responsible, the prolongation of my detention causes me considerable harm.

I therefore appeal to your sense of justice:

1. For my rightful release, in the event that all the conditions of this are met;
2. In the event of this being impossible, for my release on bail or without bail.

I undertake to be present at all proceedings and sessions of court whenever I am instructed to do so. I similarly undertake to submit myself to the verdict when this is made.

The technical term ‘on bail’ is the functional equivalent of ‘بكفالة’. In the next few text samples, we will deal with documents from the family court.
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.

Functional equivalence is difficult to find in translating Arabic family court documents into English because of the difference in the Islamic legal system. Notice the translations of 'معلق طلاق' and 'المكلف شرعا' in the previous text. The next example is about guardianship.

Source Text 10

حجة وصاية
في مجلس الشرعي المعقد لدي أنا .... قاضي...... الشرعي عينته ونصبته .... ابن/ابنته ...... من سكان ......... وصياً شريعاً ومتكناً معاً على ......... المرحوم ...... على
In the Legal Council convened in my presence, I........, the Religious Judge of........, appointed and installed Mr. ...... resident in ...... as legal guardian and competent spokesman on behalf of ..........., son/daughter of the deceased Mr. ......, on condition that the said guardian shall not sell any ...... nor mortgage nor lease these, nor authorize general power of attorney, nor receive a sum of money in the name of ........ greater than twenty five pounds except by written legal authorization from the Religious Court. His eligibility and honesty have been confirmed in our presence, and the father, Mr. ...... Of ........, has died without appointing a legal guardian or choosing a guardian for him/her, and the legal minor...... is below the legal age of maturity and has no chosen or eligible guardian whether father or grandfather. This is confirmed by....... I have enjoined the guardian to be God-fearing and to perform all tasks related to this guardianship in the interests and in the benefit of.........

In Text (10) the word ‘نصبت’ is translated as ‘installed’. The difference between ‘install’ and ‘nominate’ is that the word ‘install’ is frequently used with authority. Notice the use of ‘shall not’ as a legal equivalent to ‘لا يحق’. The word ‘أوصيته’ cannot be translated as ‘advised’ in this legal context. It is rendered as ‘enjoined’. The word ‘God-fearing’ is a functional equivalent to ‘تقوى الله’. It can be also translated as ‘be a God’s right hand man’. The next text is about the maintenance of legal minors.
Chapter Two

Source Text 11

Certificate of Maintenance of Legal Minors

In the legal Council convened in my presence, I……, the Religious Judge of……, received the legally capable…… guardian of the legal minor……in accordance with the Certificate of …… issued by the Religious Court of ….. No. …… dated …. And after his identification by the legally capable trustworthy and reliable informants ………, he resolved, stating that the aforementioned legal minor……is eligible to money from the orphan fund in ……..and has no other source of income other than this, and is in urgent need of maintenance from the said fund.

In Text (11) the word ‘نفقة’ is translated as ‘maintenance’. It can be also translated as ‘alimony’. ‘Alimony’ and ‘maintenance’ are used as synonymous legal terms. The next text is about the sale of real estate with power of attorney.

Source Text 12

بيع عقار بالتوقيع

After the above mentioned location……the original…… the certificate…… after duly checking the personal documents……this sale is……the receipt…… and in accordance with the law……the owner of the property……I will sell……and implement his sale……for the buyer……he will have……of the same……and will register……and fill the necessary forms……and the seller……the seller……for the buyer……the sale……and the required……for the seller……the seller……the seller……for the buyer……the buyer……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the seller……the sell
Sale of Real Estate with Power of Attorney

I……, the undersigned……………………. born on….. holding ID No. …. 
Issued by …. Dated / /19 ……………………………………., being of 
full legal competence, on this day and date have finally and irrevocably 
sold…………………… for the sum of ………………………………
and I have given the purchaser free hand over the said real estate which accords 
him the owner’s right of disposal over it. In implementation of this sale I 
have authorised the purchaser to be my representative in the sale, 
conveyance and recording of all the said sale to whomsoever he pleases, to 
himself if he so wills, and at the price he wishes, without need for my 
presence, and to represent me in all relevant departments and in 
confirming a sale, conveying, determining the price, receipt and 
expense, remission of debt, undertaking the necessary transactions for 
this and in signing for these, the surrender and receipt of owner’s 
documents, applying for replacement of lost documents, and establishing 
the inapplicability to me of the law of Agricultural Reform No. 161 of 
1958 with all its amendments.

In Text (12) the word ‘irrevocably’ is used as an equivalent of ‘قطعيا’. The 
same word can be used to mean ‘لا رجعة فيه’ or ‘بسان’ in ‘طلاق بسان’. 
## Source Text 13

عقد زواج

المحكمة الشرعية في ..............................................................

1. تاريخ العقد في ..............................................................

المكان الذي جرى فيه العقد ..............................................................

<table>
<thead>
<tr>
<th>اسم الكامل</th>
<th>الجنسية</th>
<th>العمر</th>
<th>البلد</th>
<th>الإقامة</th>
</tr>
</thead>
<tbody>
<tr>
<td>الزوج، الرجل، العاقل</td>
<td>الأعزب</td>
<td>الأعزب</td>
<td>البنت، البنت</td>
<td>ينتمي للعائلة العائلة</td>
</tr>
</tbody>
</table>

2. المكان الذي جرى فيه العقد ..............................................................

<table>
<thead>
<tr>
<th>المصدر</th>
<th>العقد</th>
<th>تاريخ العقد</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
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</tbody>
</table>

3. خريطة المكان | محل العقد | مكان العقد |
<table>
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</table>

4. مستندات تحقق السن وعدم الموانع ..............................................................

<table>
<thead>
<tr>
<th>الاسم</th>
<th>الموانع</th>
<th>وصف</th>
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5. المهر | نوعه | توابع المهر |
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6. كمية دفع المهر | مبادئ المهر |
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7. المبادئ المهر | شروط العقد الخاصة |
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8. الشروط الخاصة والموافقة  |
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9. شهود العقد والوكالة والتعريف |
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10. الكفالة على الشروط |
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</table>

11. موافقة الوالي أو إذن المحكمة |
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</table>

12. موافقة الوالي أو إذن المحكمة |
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<td>1.</td>
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أنا ... مأذون عقد زواج في .............................................................. قد أجريت هذا العقد على الزوج المفضل أعلاه بعد التحقق من استكمال الشروط وعدم الموانع. توقيع المأذون ...

شهود التعريف والوكالة الخاصة الزوج أو وكيله الزوجة أو وكيلها الكفيل على الشروط |

**Gloss:**

The male spouse, a bachelor/married man of legal age and of sound mind:

- الأعزب العاقل - الرجل - الزوج.

The female spouse, a virgin/non-virgin of legal age and of sound mind:

- ينتمي للعائلة العائلة - الزوجة.

Dowry:

- المهر

Down-Payment:

- المعدل

Deferred Payment:

- المؤجل