

Plain Language Movement and Legal Translation : An Analytical Study of Two Translations of a Contract of Lease from Arabic into English

Rafid Abdul-Ameer Ghaeb (PhD)

Mu'ayad Juma'aha (PhD)

Abstract

The present paper addresses one of the most challenging topics in translation; namely legal translation in the framework of two different approaches; the classical (formal) and the more recent (functional). The latter approach is the outcome of the process of simplifying legal language known technically as *Plain Language Movement*. The advent of this movement dates back to the 1950s, in response to the widely-held complain about the awkwardness of the legal register. Within this framework, the salient features of legal language, at the various linguistic and textual levels, underwent reconsideration in favor of more publicly digested expressions. The paper then subjects two translations of a lease contract to analysis in the light of the formal/functional dichotomy. These two texts are taken from textbooks widely accredited to train students legal translation at the Iraqi universities. The analysis revealed that the translators did not adhere to one specific approach; rather they moved smoothly from one approach to another. This is a promising change in attitude towards the rather flexible approach, and departing from the rather static one. The paper finally suggests some guidelines for investing this new tendency in training translators who have been complaining about the rigorous nature of legal translation.

Key words: legal translation, plain language movement, formal, functional.

1. Introduction

Legal language refers to the distinct variety used in legal documents. Examples of legal documents are: contracts, agreements between individuals (groups, institutions, etc.), petitions, wills, insurance policies, etc.

Legal language has been formed through a long time of strict adherence to certain prescribed expressions by lawyers and related agencies, and these expressions have come to be considered as established formulas solely distinct of legal register. Any violation to or deviation from such formulas is deemed unacceptable and of serious consequences. In this respect, Bahatia (1994 : 137) maintains that a legal text drafters' tendencies are divided between making the text comprehensible to the layman and preserving the legal overtone. When obliged to choose between the two priorities, drafters more often than not choose to be consistent with the legal flavor than ease of comprehension.

This traditional attitude has greatly influenced the process of translating legal material. The approaches to legal translation have, thus, been mostly oriented towards the preservation of the letter (i.e. formal, static).

However, the late nineteenth and early twentieth centuries witnessed a challenge to this attitude, increasingly characterized by recipient-orientedness. This movement escalated in the 1970s and 1980s, and the focus became no longer on the legal wording; rather it became on the textual level whose communicative value is all important (Sarcevic, 2000 : 24). This movement is known as *Plain Language Movement*, and it has had its own impact on the translational attitude of legal texts, resulting in a radical change from formal to a rather functional approach of translation.

Zhao (2000: 21-25) outlines this change to have passed through three major phases: the phase of strict literal translation, the phase of literal translation, and the phase of giving a greater consideration to the target text corresponding fairly to the functional approach. This has given rise to what Garzone (1999, 397) describes as *legal equivalence*. According to this latter approach, a translated text is not made solely on strict linguistic criteria, but rather on the function the text performs in the target setting.

In spite of these changing attitudes, it is observed that in teaching legal translation at the departments of translation in the Iraqi universities the traditional, static method is still strictly followed, having translation trainees to learn by heart certain translated texts and any deviation, in wording or structure, is deemed as unacceptable. This is clear from the many queries translation trainees pronounce in relation to the course designed to train them legal translation. This is also in contradiction with translators' preferences at work, as made clear by a number of studies conducted for this purpose. For convenience, mention is made here to a study carried out by Mohammad Abdel Karim, Nabil Alawi, and Maram Fakhouri (2010) in which some legal texts were given to three different professional translators. It was found that translators varied in their resort to formal vs. functional approaches of translating the texts at hand, with more inclination, elucidated statistically, towards the latter. It indicates that there exists a sort of discrepancy between academic tendencies and labor market practices. This can logically lead us to the conclusion that little use is made of academic training of legal translation in real practice.

The aim of this paper is then two-fold; to contribute in changing the instructional orientation towards a more realistic approach, and consequently in bridging the gap between the field of academia and that of the labor market. For this purpose, it submits two translations of a lease contract, taken from two textbooks highly accredited for teaching legal translation in the Iraqi, as well as other Arab neighboring, universities into analysis to see where do they stand in relation to the formal-functional dichotomy of legal translation. It, moreover, aims to scrutinize whether the material, as represented by these two translations, used for training translators serves the purpose it is designed for in that it takes into consideration the current changes in legal translation or not.

The paper first presents a brief survey of the main features, both lexical and structural, of legal language. It then moves to discuss the basic tenets of the *Plain Language Movement*, with opinions of some proponents and opponents. The paper finally presents an analysis of two translations of a lease contract with certain related statistics. The paper ends up with a number of conclusions according to which some recommendations are set down.

2. Main Features of Legal Language

To be acquainted with the salient traditional features of legal texts to which the *Plain Language Movement* introduced a challenge, this section outlines briefly some of the main features of legal register.

Features are broadly divided into lexical and structural, with the first category being more prominent and thus more carefully watched. According to the available literature, the following are some of the most outstanding feature:

1. The use of terms of Latin and French origin such as *actus reus* to mean *guilty act*, *alibi* to mean *evidence of being elsewhere than the offence place*. Alcaraz and Hughes (2002:5) maintain that this is inevitable due to the power of Latin supported by the Roman church also to the prestigious status of Latin in the field of learning. As for the French influence, Crystal and Davy (1986:208) attribute it to the effects of the Norman Conquest in 1066 where the invaders imposed their language in the legal field.

2. The use of archaic forms such as *inquire* instead of *ask*. According to Tiersma (1999) this use of archaic forms is due to formality which legal language is characterized of.

3. The use of archaic adverbs such as *hereto*, *hereof*, etc., a combination of deictic elements with certain prepositions.

4. The use of *shall* in a special sense to indicate obligation or duty the subject of a sentence must perform by the power of law. Thus, it has nothing to do with the traditional sense of the modal in referring to futurity with the first person subjects.

5. The frequent use of doublets such as *by and between*, *terms and conditions*, *confirm and acknowledge*, etc.

As for the syntactic features, legal English is characterized by the following:

1. The frequent use of compound-complex sentences, a type which is usually avoided in other jargons, and almost totally neglected in everyday communication.

2.The use of passive construction which, being a device of impersonality, is highly recommended.

3.The frequent resort to left-branching (i.e. fronting, or violating subject-verb-object order).

Within the scope of this paper, these are the immediately noticeable features. There are other features which are text-related such as the *overuse of nominalization*; the *scarce use of anaphora*, *overt compactness*, etc. These and other related features need an in-depth, separate study made for purely textual purposes.

3. Plain Language Movement: Origin, Proponents, and opponents

Cutts (1998:39) defines plain language movement as "The writing and setting out of essential information in a way that gives a cooperative, motivated person a good chance of understanding the document at the first reading, and in the same sense that the writer meant it to be understood". Berry (1995:48) maintains that "...the goal of the plain-language movement is to produce language (particularly written English) which is clear, straightforward expression, using only as many words as are necessary, and which avoids obscurity, inflated vocabulary and convoluted sentence construction".

Mazur (2000:2) (citing Shriver, 1997, and Dorny, 1988) maintains that Stuart Chase is the first who called for the use of plain language. In 1972, U.S. President Richard Nixon gave plain language movement a formal dimension when he issued a decree that the "Federal Register be written in 'layman's terms' ". this motivated relevant industries to follow this line of addressing their customers. In 1973, Citibank converted a promissory note into plain language, and that "brought great prestige to Citibank, which was seen as a leader in improving consumer relations" (Williams, 1999:3 ; cited in Mazur, 2000:2).

In Britain, this movement is said to have initiated in 1982, when the government issued the *White Paper* directing government agencies to "...count their forms, abolish unnecessary ones, clarify the rest, and report their progress annually to the prime minister" (Cutts, 1995:6).

It was not until later that this movement got active in other countries, such as Australia, Canada, Sweden, South Africa, and New Zealand.

This movement, as with all other movements, has got some writers in support of it; others, however, showed reservations against it. Ahmad and Katsos (2012: 297) list some supporters of this approach, and give the following guidelines for using it "...write short sentences, divide information in manageable chunks, prefer active voice, use personal pronouns, avoid nominalizations, keep subject verb object together and in order, use everyday language etc.". Mazur (2000:3)(citing Baldwin, 1999) maintains that using plain language in legal documents is effective for the following reasons:

1. Readers understand documents better, thus they prefer it.
2. Readers locate information faster.
3. Documents are easier to update.
4. It is easier to train people.
5. Documents are more cost-effective.

Others, however, are not very enthusiastic about adopting this movement. Tiersma (1999:95), for instance, sees that legal texts "...strive towards great formality..." and that this conservatism is vital for safety and convenience; it avoids "...troublesome changes of legal meaning." (ibid). In line with Tiersma, Crystal and Davy (1986:213) maintain that "...what has been tested and found adequate is best not altered". Ahmad and Katsos (2012: 298) outline the opponents' major objections as follows "...complex ideas require complex words, there is no guarantee of better comprehension, using simpler language and abandoning legal terminology could produce uncertainty in documents that are well understood, simplification of legal texts is 'tampering' with legal texts."

In spite of these objections, it seems that the advantages of relying on this movement are much more than the disadvantages, as it offers a relief from the long-standing pain of uncomprehending legal texts.

4. Analysis of Two Translations of a Lease Contract

Contracts are defined by Sarcevic (2000: 133-134) as:

"...agreements between two or more parties to exchange performances in a given situation for a specific purpose. The legal actions to be performed or not performed are set forth in the substantive provisions in the form of obligations, permissions, authorizations, and prohibitions, all of which are enforceable by law".

This section analyzes two translations of a lease contract from Arabic into English with regard to the formal/functional dichotomy in the legal domain. These two translations are taken from two textbooks widely accredited by the departments of translation at the Iraqi universities to see where do they stand in relation to the traditional and fairly modern trends of writing legal texts, in the light of which some recommendations related to instructing legal translation can be set down. The two books are *The Legal Translator at Work: Arabic / English Legal Translation. A Practical Guide*, by Basil Hatim, Abdullah Shunnaq, and Ron Buckley (henceforth referred to as *translation one*, Appendix 2). This book was published in 1995. The other source is *The Reliable Guide to Legal Translation*, by Dr. Adel Azzam Saqf Al-Hait (2009) (henceforth referred to as *translation two*, Appendix 3). The source texts used in the two books are different in quantity. The first book contains six articles, while the second is made up of fourteen articles. The first six articles in both books are, however, identical, and will thus be the material of the present paper for contrastive purposes (Appendix 1).

Serial No.	Source Text	Translation (1)	Translation (2)	Translation Method
1	برضائنا واتفاقنا	with our consent and agreement	freely entered into	formal / functional
2	الشروط	terms and conditions	conditions	formal / functional
3	المأجور	rented property	leased estate	functional / formal
4	سالما من كل عيب تام	with all doors ..., completely intact and faultless	with intact doors,...	formal / functional
5	يتعهد المستأجر بتسليمها	The lessee undertakes to hand...	The Lessee hereby undertakes to hand	functional / formal
6	مدة الاجارة	period of lease	lease term	functional / formal
7	اذا لم يجدد العقد	in the event the contract..	unless the contract	formal / functional
8	وصلا خطيا	a written receipt	a receipt in writing	functional / formal
9	وبحال اخلائه	In the event ...	If ...	formal / functional

10	بحكم هذا البند	In accordance with this paragraph	Pursuant to this article	formal / functional
11	للمؤجر	he/she	he	functional / formal
12	ولا تطلب منه بينة	he does not have to provide any evidence	he shall not have to provide an evidence	Functional / formal
13	كما يجب على المستاجر	the lessee must	he shall	functional / formal
14	اخبار ... خطيا	a written notification	a notice	formal / functional
15	ليس للمستاجر الحق بتأجير المأجور او جزء منه للغير	The lessee may not sublet all or part of the rented property	the Lessee has no right to sub-lease the leased estate or part thereof	functional / formal
16	لا يحق للمستاجر	The lessee may not	The lessee shall have no right	functional / formal
17	موافقة خطية	written consent	written approval	formal / functional

18	فتصبح جميع الاقساط الغير مستحقة مستحقة حالا	all other installments which are not due shall become immediately payable	all other installments shall be due at once	formal / formal
----	--	--	---	--------------------

This section consists of two subsections, one for carrying out the analysis in terms of two tables: one for the lexical level and the other for the syntactic level. The second section is devoted for discussing the results in the light of which some recommendations, hoped to facilitate the task of teaching legal translation, are set down.

4.1 Analysis

Being more significant in legal register, the analysis will be held first on the lexical level. As mentioned above, the analysis, both on the lexical as well as the syntactic levels, are tabulated.

4.1.1 Lexical Level

On this level, the table consists of five columns; the first is for the serial number, the second states the SL, the third for the first translation, the fourth for the second translation, and finally the last mentions the method used in each translation.

Table (1)

Lexical Level

4.1.2 Syntactic Level

On the syntactic level, legal register possesses a number of features as mentioned earlier. This paper will not go into depth in analyzing every syntactic feature, as this requires a study behind the limited scope of the current one. Rather, it will be concerned with the frequently noticeable features such as voice, branching etc. The table in this subsection consists of six columns; the first for the serial number, the second for the syntactic category under discussion, the third states the ST, the fourth is for translation 1, the fifth for translation 2, and finally the translation method adopted is stated for contrastive purposes in column 6.

Table (2)

Syntactic Level

Serial No.	Category	ST	Translation 1	Translation 2	Translation Method
1	voice	استلم المؤجر المأجور...	The lessee has received the rented property...	The rented property has been taken over by the Lessee...	functional / formal
2	branching	عند انتهاء مدة الاجارة واذا لم يجدد العقد...	At the expiry of the period of lease, and in the event the contract is not renewed...	Unless the contract is renewed as mentioned in this article, upon the expiry of the lease term...	functional / formal
3	- branching -possession	ليس للمستاجر الحق بتاجير الماجور او جزء منه للغير...بودن موافقة المؤجر الخطية	The lessee may not sublet all or part of the rented property without the written consent of the lessor	Without obtaining the Lessor's approval, the Lessee has no right to sub-lease...	-functional / formal -formal / functional
4	branching	لا يحق للمستاجر ان يحدث اي تغيير...الا بموافقة المؤجر الخطية	The lessee may not affect any alterations... without the written consent of the lessor	Except by a written approval of the Lessor, the Lessee shall have no right to make any change...	functional / formal
5	voice	عموم ما يحصل في الماجور من عطل...يعود تصليحه على المستاجر	The lessee is responsible for the repair of all damages and defects which occur in the rented property...	All damages and defects in the leased estate... shall be repaired by the Lessee	functional / formal

6	voice	...على ان يعود بالفرق بين البدلين على المستاجر	...he returns the difference between the two rents to the first lessee	...the difference shall be paid by the Lessee	functional / formal
---	-------	---	--	--	------------------------

4.2. Discussion and Implications

The analysis shows clearly that no translation can be said to belong to one particular approach (formal/functional). Rather both translations fluctuate between these two approaches. On the lexical level, the first translation tends more towards the formal approach over the functional one (55.5% vs. 44.5%), while the second translation relies equally on both approaches (50% vs. 50%). On the syntactic level, however, the analysis gives a different picture. Here, the first translation opts more frequently for the functional approach (85.7% vs. 14.3%), while the second translation shows the same percentages but only at the opposite direction (i.e. (85.7%) towards the formal approach, and (14.3%) in favor of the functional approach). On the orthographic level, although not examined, one important point is to be mentioned in that the first translation opts for using small letters with words deemed significant for legal purposes and thus highlighted in spelling mentioned (*lessor* and *lessee* in the text utilized for this study), thus departing from the traditional way towards a more functional approach. The second translation, on the other hand, adheres to the traditional, formal approach.

This new trend of mixing the two approaches and escalating transformation towards a more flexible, functional approach in translating legal texts has its implications in teaching legal translation. The traditional, static method of having trainee translators to learn by heart ready-made translated texts and then judging their success by compliance to the exact wording and structure of the translated text should be abandoned in favor of a more flexible way of dealing with the text at hand. The course instructor plays here a pivotal role in informing his students about the possible alternatives of a legal expression. This method should, however, be handled carefully, as an unconscious rush towards this method might end in passive results producing a text void of any legal flavor. For this purpose, it is recommended that the course instructor points to the purely technical terms that should be preserved in the TT, such as the term *lease* in the text under discussion, as near synonyms like *rent*, *hire* might create an unlikely confusion because *lease* is entirely concerned with real estates, while the alternatives are used mainly for other fields, such as *renting a car*, and *hiring employees*. As for semi-technical terms like *lease term* and its alternative *period of rent*, *period of lease etc.*, the instructor has to inform his students about the available

alternatives which can be used alternatively without affecting the text's substance. With the third category of the lexicon used (i.e. everyday expressions used to supplement the text) students should be guided with more freedom in the expressions they choose, provided that the resulting text complies with the lexical denotative and connotative implications of the TL. As for the syntactic level, and as has been shown in this study, transforming from formal to functional approach and vice versa points to stylistic variations which reflect the individual's competence and preferences in dealing with the text. The aim of this suggested approach of handling a legal text is two-fold; it first copes with the more modern trend of the plain language, and second it transforms the student's role from being a passive recipient to an active mediator whose touches are vividly felt in the text at hand.

5. Conclusion

For long, legal documents were perceived as authoritative texts whose letter should be indisputably preserved. This resulted in secluding the area from the layman who frequently complained about the awkwardness of the legal register, while paradoxically he is the target of such register. This has motivated relevant agencies in the 1950s to work on facilitating this jargon, a process known as Plain Language Movement. Adherents of this movement started to find more acceptable alternatives to the alien lexicon of the register and its unusual syntactic patterns.

This changing attitude had its repercussions on legal translation. This is made clear through an analytical study carried out in this paper of two translations of a lease contract. These two translations are highly accredited for training translation students in the Iraqi universities. The analysis showed that these two translations departed fairly from the more static method of translating a legal text (formal) in favor of a more flexible strategy (functional). The statistics showed a smooth transition from one method to another without affecting the substance of the text. This is promising in coping with up-to-date approach in handling legal translation. Based on this finding, the paper calls for reflecting this change of attitude in teaching legal translation in the class. In this context, trainee translators are recommended to be given more freedom in dealing with such text. However, this freedom should be monitored and utmost fidelity to the ST should be maintained.

The paper suggests that legal lexicon be classified into purely technical which should be preserved in translation, semi-technical which can be handled more flexibly, and everyday expressions which can be altered more easily. This classification, which is well-known in the available literature on legal translation, can be utilized for pedagogical purposes and is hoped to

result in a more interactive class where participants are perceived as active mediators rather than passive agents.

References

Ahmad, Naveed and Katsos, Napoleon (2012). "Text Simplification of Legal English: Laws on Women's Rights in Pakistan", in *Cambridge Occasional Papers in Linguistics*, Vol.(6), Article (10): 295-310.

Alcaraz, E. and Hughes, B. (2002). *Legal Translation Explained*. Manchester: St. Jerome.

Bahatia, V.K. (1994). "Cognitive Structuring in Legislative Provisions", in *Language and the Law*, 136-155, Gibbson, J. (ed.). London: Longman.

Berry, D. (1995). "Speakable Australian acts", in *Information Design Journal*, Vol.(8), No.(1), 48-63.

Crystal, D. and Davy, D. (1986). *Investigating English Style (2nd ed.)*. New York: Longman.

Cutts, M. (1995). *Plain Language Guide*. Oxford: The University Press.

----- (1998). "Unspeakable acts revisited", in *Information Design Journal*, Vol.(9), No.(1), 39-43.

Garzone, Giuliana (1999). "The Translation of Legal Texts: A Functional Approach in a Pragmatic Perspective", in *Translation Studies Revisited*, 391-408, Bassnett, Susan, Rosa Maria, Bollettieri Bosinell, and Margherita Ulrych (ed.). Genova: Casa Editrice Tilgher-Genova.

Hatim, Basil, Shunnaq, Abdullah, and Buckly, Ron (1995). *The Legal Translator at Work: Arabic-English Legal Translation. A Practical Guide*. Jordan: Dar Al-Hilal for Translation and Publishing.

Mazur, Beth (2000). "Revisiting Plain Language", in *Technical Communication*, Vol.(47), No.(2). (www.plainlanguage.gov/whatisPL/history/Mazur.cfm)

Mohammad, Abdel Karim, Alawi, Nabil and Fakhouri, Maram (2010). "Translating contracts between English and Arabic: Towards a more pragmatic outcome", in *Jordan Journal of Modern Languages and Literature*, Vol. 2, No.1, pp.1-28.

Saqf Al-Hait, Adel Azzam (2009). *The Reliable Guide to Legal Translation*. Amman: Dar Al-Thaqafa.

Sarcevic, Susan (2000). *New Approaches to Legal Translation*. The Hague: Kluwer Law International.

Tiersma, P. M. (1999). *Legal Language*. Chicago: The University of Chicago Press.

Zhao, Yu Hong (2000). "Legal translation in the legislative genre." *Journal of Translation Studies* (4), 19-44.

Appendix (1) The Source Text عقد ايجار

بموجب العقد الموقع منا الطرفين برضانا و اتفاقنا وعلى الوجه المحرر اعلاه وبوجب الشروط الاتية قد تم هذا العقد:-

الشروط

1. استلم المستاجر الماجور سالما من كل عيب تام الابواب والشبابيك والزجاج والغالات بمفاتيحها والمغاسل والحفريات والادوات الصحية وان جميع هذه الاشياء والتوابع خالية من كل عيب او خلل ويتعهد المستاجر بتسليمها عند انتهاء مدة الاجارة كما استلمها.
2. عند انتهاء مدة الاجارة و اذا لم يجدد العقد كما هو مذكور بهذا البند فعلى المستاجر ان ياخذ وصلا خطيا من المؤجر يتضمن استلامه للماجور وتوابعه سالما، وبحال اخلائه للماجور بانتهاء المدة واشعار المؤجر بذلك قبل ثلاثة اشهر من انتهاء هذه الاجارة او بانتهاء السنة التي تجدد العقد بها بحكم هذا البند بدون استحصاله على وصل فللمؤجر ان وجد عيبا في الماجور او تلفا في التوابع او خلا كليا او جزئيا فيه او فيها ان يقوم بتصليحه ويعود بما ينفقه في هذا السبيل على المستاجر وهو مصدق في قوله من جهة وجود العيب والتلف والخلل وبمقدار ما انفق ولا تطلب منه بيعة وقوله مصدق بلا يمين كما يجب على المستاجر في حالة انتهاء مدة العقد وعدم رغبته في تجديده اخبار المؤجر بذلك خطيا قبل انتهاء مدة العقد بثلاثة اشهر على الاقل والا يعتبر مستاجرا للماجور لمدة سنة اخرى اذا اراد المؤجر ذلك.
3. ليس للمستاجر الحق بتاجير الماجور او جزء منه للغير او ادخال شريك او شركة معه في الماجور او التخلي عنه كليا او جزئيا بدون موافقة المؤجر الخطية.
4. لا يحق للمستاجر ان يحدث اي تغيير من هدم او بناء او فتح شبابيك او احداث سدة او تغيير في الابواب والشبابيك والحفريات وغيرها الا بموافقة المؤجر الخطية.
5. عموم ما يحصل في الماجور من عطل او عيب كخراب في المجاري او غيره فيعود تصليحه على المستاجر ولا يحق له ان يطالب المؤجر باي تعويضات او ضرر او عطل مهما كان نوعه بسبب اي تعطيل او خلل في المرافق العامة الملحقة بالعمارة.
6. اذا امتنع او تاخر المستاجر عن دفع قسط من الاقساط في ميعاد استحقاقه فتصبح جميع الاقساط الاخرى الغير مستحقة مستحقة الاداء حالا وللمؤجر ايضا الحق والخيار بفسخ هذا العقد واستلام الماجور ولو ان مدة الاجارة لم تنتهي كما وله الحق بوضع يده عليه واجارته للغير وبالبديل الذي يراه موافقا على ان يعود بالفرق بين البديلين على المستاجر بحال نقصان البديل الثاني عن الاول وهو مصدق من هذه الجهة بقوله وبلا يمين.

Appendix (2)
Translation One
Contract of Lease

In accordance with this Contract signed by the two parties and with our consent and agreement, and as detailed above, and in accordance with the following terms and conditions, this Contract is concluded:

Terms and Conditions

1. The lessee has received the rented property free from all faults, with all doors, window frames, window glass, locks and keys, washrooms, taps and sanitary appliances, and their appurtenances completely intact and faultless. The lessee undertakes to hand these over at the expiry of the period of lease in the same condition as he/she received them.
2. At the expiry of the period of lease, and in the event that the contract is not renewed as referred to in this clause, the lessee must obtain a written receipt from the lessor stating that the lessor has received intact the rented property and its accessories. In the event of the lessee vacating the rented property at the expiry of the period of lease, and having notified the lessor of this three months prior to the expiry of this lease, or by the end of the year in which the contract is renewed in accordance with this paragraph, without obtaining the receipt, then if the lessor finds any fault in the rented property or harm to the accessories or any total or partial damage to this or these he/she may repair this and reclaim the costs from the lessee. The lessor is deemed to be trustworthy in his account of the fault, the harm or the damage, and the cost of repairing these, and does not have to provide any evidence as he is to be trusted without recourse to any oath. In the event of the expiry of the period of the contract and with no desire to renew the contract, the lessee must similarly give written notification of this to the lessor at least three months prior to the expiry of the period of the contract, otherwise he/she will be deemed to be the lessor of the rented property for another year if the lessor so wishes.
3. The lessee may not sublet all or part of the rented property to a third party, nor admit a companion or companions into the rented property, nor abandon it fully or partially without the written consent of the lessor.
4. The lessee may not effect any alterations to the rented property by way of demolition, construction, the fitting of windows, the creation of storage loft, or other alterations to the doors, the windows, the taps, and so on, without the written consent of the lessor.
5. The lessee is responsible for the repair of all damage and defects which occur in the rented property, such as damage of the sewage system and so on, and he/she may claim no compensation from the lessor. He/she may similarly claim no compensation for damages or losses of whatever kind

from the lessor due to any defect or damage which occurs in public utilities adjoining the building.

6. If the lessee refrains from or defaults on payment of an installment of the rent when it is due, then all the other installments which are not due shall become immediately payable. The lessor may choose to annul this contract and take possession of the rented property even though the period of lease has not expired. The lessor may similarly possession of the rented property and lease it to another person for a rent which he deems appropriate, provided that he returns the difference between the two rents to the first lessee if the second rent is of a lesser amount than the first. The lessor is to be trusted in this without recourse to any oath.

Appendix (3)

Translation Two

Contract of a Vacant Apartment / Shop / Office Lease

This contract has been made and freely entered into by both parties on the above mentioned manner and according to the following conditions:-

Conditions:

1. The leased estate has been taken over by the Lessee free of all defects, with intact doors, windows, glass, locks and their keys, lavatories, taps and sanitary tools. All these items and appurtenances are free of any defect. The Lessee hereby undertakes to deliver the same upon the expiry of the lease term at the same condition of delivery.

2. Unless the contract is renewed as mentioned in this article, upon expiry of the lease term, the Lessee should obtain a receipt in writing from the Lessor stipulating that the leased estate and appurtenances were taken over free of all defects. If the Lessee has quitted the leased estate either upon expiry of the term and notification of the Lessor three months prior to the lease contract expiry, or at the end of the year in which the contract was renewed pursuant to this article without acquiring the receipt, then, in case the Lessor finds a partial or total defect in the leased estate or its appurtenances, he shall have the right to fix it at the expense of the Lessee, the lessor shall be deemed trustworthy in regards to his statements about the defects and the cost of repairing, and he shall not have to provide an evidence as he is to be trusted without recourse to oath. Upon expiry of the lease contract and in case the Lessee does not want to renew it, then, he shall give the Lessor a notice of this at least three months prior to the expiry date, otherwise, the estate will be leased to the Lessee for another year at the Lessor's discretion.

3. Without obtaining the Lessor's approval in writing, the Lessee has no right to sub-lease the leased estate or a part thereof, enter a partner or company with him in the leased estate, or waive the estate totally or partially.
4. Except by a written approval of the Lessor, the Lessee shall have no right to make any change in the leased estate; demolition, construction, adding windows, making a storage loft, changing doors, windows, taps or so forth.
5. All damages and defects in the leased estate including damage in sewers, pipelines or general utilities annexed to the leased estate shall be repaired by the Lessee, and he shall have no right to claim any compensation from the Lessor due to any damage in the general utilities annexed to the building.
6. If the Lessee abstains from or defaults any due installment, all other installments shall be due at once, and the Lessor shall have also the right to revoke this contract, take over the estate even if the lease term has not expired, take the possession of the estate and lease it to others against the rent he deems appropriate. Moreover, if the second rent is less than the first, the difference shall be paid by the Lessee. The Lessor is deemed to be trustworthy in this regard without recourse to oath.

حركة تيسير اللغة القانونية والترجمة: دراسة تحليلية في ترجمتين لعقد اجار من اللغة العربية الى اللغة الانكليزية

الباحث: د. رافد عبد الامير غائب

د. مؤيد جمعة جمعة

المستخلص

يناقش البحث الحالي احد اكثر المواضيع تحديا في مجال الترجمة الا وهو الترجمة القانونية ضمن اطارين مختلفين وهما الاطار الشكلي الذي يتسم بالجمود والاطار الوظيفي الذي هو نتاج (حركة تيسير اللغة القانونية) ويتسم بمرونة التعبير والتركيب. تبدأ الدراسة بتلخيص السمات الرئيسية، المعجمية والنحوية، للغة القانونية والتي خضعت للمناقشة والتغيير في الاطار الوظيفي. تنتقل الدراسة بعد ذلك لتحليل ترجمتين لعقد اجار مأخوذة من الكتب المعتمدة في الجامعات العراقية لتدريب الطلبة في مجال الترجمة القانونية ضمن هذين الاطارين. خلصت الدراسة الى ان الترمجنتين استخدمتا الاطارين بشكل متساو تقريبا مما يعني الافتراق عن الطريقة الشكلية الجامدة باتجاه الطريقة الوظيفية. ويدعو البحث الى استثمار هذا التوجه في تدريس الترجمة القانونية في الجامعات العراقية

مما يعطي دورا اكبر للمندربين والابتعاد عن الطريقة التحفظية والتي اوجدت حاجزا بين الطلبة في اقسام الترجمة ومادة الترجمة القانونية.

الكلمات المفتاحية: الترجمة القانونية، حركة تيسير اللغة القانونية، الترجمة الشكلية/الوظيفية.

About the author :

Dr. Rafid Abdul-Amer Ghaerb.

- He got BA in 1989 in English Language & Litature, MA in Phnology at the College of Arts/Baghdad University, and PhD in Linguistics & Translation at the College of Arts / Al-Mustansiriyah University.
- Worked as a staff member at the College of Arts / Al-Mustansiriyah University, and currently at Al-Ma'moun University College / Dept. of Translation.
- Published nine papers in linguistics and translation a number of Iraqi and Arab refreed journals. Main field of research is "Media Translation".

Email: Alrubairafid@yahoo.com

Dr. Muyyad J. Juma.

- Had his BA and MAHad his BA and MA degree from the College of Languages, Baghdad University in English Language and Linguistics and he had his PhD degree from the College of Arts at the same university at 2003.
- He is working now in the department of translation at Al Mamoon University College.
- He has published eight papers in several local and international periodicals and has compiled four books in translation, teaching English as a foreign language, and pure linguistics.

Email: Muyyed2003@yahoo.com