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Lexical Challenges of Translating Arabic Legal Texts into English among University Graduates

Mo'tasim-Bellah Alshunnag [1]* , *Nusaibah Dakamsih [1]* , *Lana Aldohon [2]*

[1] *Faculty of Arts, Department of English Language and Translation, Jadara University, Irbid 21110, Jordan*

[2] *Department of English Language and Translation, Jadara University, Irbid 21110, Jordan*

ABSTRACT

This paper sheds light on the lexical challenges university graduate translators face when rendering Arabic legal texts into English. It seeks particularly to examine the impact of lexical peculiarities of legal language in attaining the desired legal effect in the TT since the lack of these lexical ones leads to create significant legal translation obstacles. The paper analyses qualitatively and quantitively the translations of five Arabic legal texts into English by (20) graduate students from Jadara University, Jordan grounded on Šarčević's model of functional equivalence and lexical features of legal language. The study has revealed that the eminent lexical challenges noticed in this particular area are signalled by the pervasiveness of partial legal equivalence followed by the near legal equivalence. Furthermore, the absence of formality, synonyms, highly specialized terms and inappropriate equivalence are found to create a major lexical barrier to rendering Arabic legal documents into English. In contrast, the absence of proper modality, couplings, and archaic terms are proven to play a minor role in complicating this task. The said lexical challenges are proven to contribute enormously to the distortion of the desired legal effect in the TT, notably associated with the obliviousness to the lexical conventions and technicality peculiar to legal language, high dependency on machine, literal translation in conjunction with a noticeable semantic and linguistic incompetence in the language involved. Additionally, Šarčević's functional equivalence is noticed to be of a reasonably potential utility for choosing the fitting legal equivalence in this arena.

Keywords: Legal Translation; Lexical Features; Functional Equivalence; Arabic; English

*CORRESPONDING AUTHOR:

Mo'tasim-Bellah Alshunnag, Faculty of Arts, Department of English Language and Translation, Jadara University, Irbid 21110, Jordan;
Email: motasim.b@jadara.edu.jo; Tel.: +962-079-7010-144

1. Introduction

Legal translation refers to transferring legal documents such as contracts and agreements from the source language (SL) into the target language (TL) clearly and precisely. Legal translation is generally perceived as one of the most demanding types and complicated tasks[1]. This type of translation highly requires the translator's expertise in legal domains, advanced language proficiency, and specialized skills to ensure the production of clear and precise translations of legal texts[2]. These skills comprise the knowledge of the legal systems, the specialist legal terminologies, the stylistic and lexical features of legal text, the target language structure, contextual legal meaning of the source text and how to interpret complex legal issues which are often very ambiguous[3]. This highly specialized type of translation remains a challenge to even experienced translators due to several peculiar factors such as different legal systems, distinctive lexical and syntactic features of the legal language.

The distinctive lexical features of a legal language pose challenges for translators regarding comprehending and interpreting the legal meaning. A legal language is characterized by using distinct lexical features, including words and specialized terminology that are employed in legal texts to convey precise and comprehensible meanings. Accordingly, phrases relevant to marital status, homonymy, synonyms, archaic words and polysemy are used as jargon language to replace the common non-legal oriented phrases of English. Besides, legal language uses performative verbs, involving "**shall**" which expresses more than one meaning, either the meaning of the obligation or showing instructions and illustrations in legal usage as well as "**may**" which can be translated differently in different contexts. In contrast, Arabic legal discourse is characterized by the usage of culturally specific terms, masculine gender and formal expression. It also uses a word semantic range which is the all-possible meanings that a word possesses in different contexts[4]. In addition, Arabic and English legal languages are characterized by the usage of highly conventional jargon.

These lexical features create challenges for translators during the comprehension and translation process between Arabic and English[5]. The legal translator could not find a suitable equivalence of Arabic legal words in English (Salamah[6]; Mohammed[7]). Another lexical problem is the ambiguity of legal terms that could lead to serious conse-

quences at home and abroad if translators don't try to resolve it[4]. In this context, Šarčević[8] explains that "translations of legal texts lead to legal effects and may even induce peace or prompt a war". Moreover, Al-Jarf[9] argues that the translator's unfamiliarity with the lexical items involved in the legal text and inability to access their meanings might lead to inappropriate translation.

The variances between the legal systems of Arab and English countries make translating legal terms between these language pairs tough or even impossible. Bostanji[10] elaborates that the English legal system is related to the common law where concepts can be comprehended in the context of common law only. The Arabic legal system in contrast is usually related to four main sources of legislation (*Quran, Sunnah, Ijmaa, and qiyas*) and common law. The difference between legal systems is strongly related to differences between legal terms involved in source and target languages, which certainly complicates the work of legal translators[4]. This fact can be manifested in the case of culturally specific terms, like ,المهر المعجل, ,"طلاق معلق ", "العدة الشرعية" and where the direct TL legal equivalence is totally absent due to the differences in the legal systems of the languages involved.

These lexical challenges prove to complicate realizing the same legal effect in the TT which forms the nucleus of legal translation. Within this arena, the significance of functional equivalence rises to the surface owing to its efficiency in relaying into the text translated the same legal effect as the original. This significance becomes more evident in cases where literal translation fails to transfer the precise rights and duties laid out by the source Hassan 2019[11]. For instance, the literal rendition of the English legal term "court minutes" into Arabic as دائق الجلسة deems inadequate as it fails to capture the specialized contextual meaning of this legal term that indicates the record of saying and action that occurred during the official proceedings of a court. Thus, the Arabic functional equivalence "محضر الجلسة" appears more fitting to hit the target. Still, legal translators sometimes don't find a suitable functional equivalence in the target legal system, particularly in cases of culturally bound expressions like" العدة الشرعية" . In this case, the translator resorts to other alternatives like using paraphrasing or providing explanatory information including defining that term as" the legally prescribed waiting period".

The difficulty of translating legal texts from Arabic to

English is heightened by the fact that these languages are rooted in distinct legal systems, each with its unique legal sources and conventions. Thus, the unfamiliarity with these lexical features and conventions raises certain challenges that obscure unqualified translators from producing accurate legal translations, so there is a need to investigate these challenges more comprehensively. As a matter of fact, the area of Arabic-English legal translation has not received as much attention as it deserves nor sufficient consideration is paid to the impact of the functional equivalence and the lexical features in yielding the desired legal translation in this domain[12–18].

Accordingly, this study aims to bridge the gap of knowledge in this highly specialized translation by illuminating a more sufficient, comprehensive analysis of the lexical challenges faced when translating Arabic legal into English by MA translation students grounded on the functional legal equivalence as well as the eminent lexical characteristics of the Arabic and English legal texts. Additionally, the findings of this analysis can brighten further aspects of the Arabic-English legal translation and thus be of potential significance for trainee and professional legal translators, legal translation students, researchers, and those interested in the domain of Arabic-English legal translation.

2. Literature Review

2.1. Theoretical Framework

It stands to reason that legal effect constitutes the backbone of legal translation which has attracted a wide focus of many legal translation theorists. Accordingly, legal effect is closely associated with the legal equivalence as well as the lexical conventions or features that stamp the legal language. In other words, creating the adequate legal effect in the target language seems to be grounded on the legal translator's adroitness of creating the adequate legal equivalence and comprehending the lexical legal features of the source and target languages. The main advocates of this approach, views the unique lexical characteristics of legal language as the heart of complexity of legal language which thus requires the legal translator to be adept in these lexical features to guarantee the adequate legal translation. Furthermore, Šarčević[8] goes further to establish a model detailing the typical lexical features of legal language that has a pivotal significance in legal translation. Within this model, the eminent lexical features of legal language can be revealed by the highly specialized terms, the archaic terms, the Latin and French terms, the formal terms, the religious and cultural terms along with lexical repetition or redundancy, modality, couplings and synonyms, polysemy and homonymy.

These lexical features have been of particular interest to a number of legal translation studies. Goodrich[19] demonstrates that a vocabulary used in legal language is a vocabulary of possibilities that is alleged to comprise a comprehensive system of the internal or latent meanings within the lexicon itself. Parallelly, Altarabin[4] elucidates that these legal terms possess specialized meanings distinct from their conventional usage. The translator's unconsciousness of these lexical legal terms and their meanings may contribute to the inadequate translation[9].

Religious and cultural legal terms characterize the Arabic legal texts, particularly the ones pertaining to Sharia court documents, since Islam is considered one of major sources of legislation in the Arabic legal system[10]. Cao[1] elaborates that translating a legal term from one legal system to another, and legal translation itself, is difficult due to differences in legal systems, linguistic differences, cultural differences, and the nature of law. Cao[1] also asserts that the main linguistic problem in legal translation is the absence of equivalent terms across different languages. In Šarčević's point of view (2000)[8], the Arabic legal language has some specific cultural words that are not shared by the English legal language, which causes a lack of corresponding English legal terms because of cultural differences between Arabic and English.

As Šarčević, 2000 points out, to translate legal texts clearly and precisely, it is essential for legal translators to comprehend the cultures of the countries and to have knowledge of the legal terminology adopted in the respective country. In addition, Šarčević accentuates that those legal translators face challenges in legal translation. These challenges involve finding natural equivalences in the target legal system that correspond to the source terms at a conceptual level, the differences in legal systems and culture, and the legal style. This natural equivalence or what Šarčević in agreement with El Ghazi and Bnini, 2019, and Akan et al., 2019[8, 16, 20], refers to as a functional equivalence, entails rendering the contextual meaning of the SL expression by translating it into the TL expression that performs the same

function. Šarčević[8] divides functional equivalence into three levels: Near Equivalence (NE), Partial Equivalence (PE), and Non-Equivalence (NOE). These levels can be explained as follows:

A. NE appears when the SL and the TL legal concepts share most of their features or are the same.
B. PE appears when the SL and the TL legal concepts are fairly similar, and their divergences can be identified.
C. NOE happens when little or none of the important features of the SL and TL legal definitions conform or when no functional equivalents exist in the target legal system.

The efficacy of functional equivalence in legal translation has received a wide attention and advocacy from many legal translation theorists who view this approach as the most fitting means to ensure achieving the intended legal effect between the different legal systems manifested by the different languages involved in the translation process. For Weston[21] functional equivalence could be conceived as the perfect model of translating legal texts. Similarly, Rotman[22] regards the parallelism in function between the SL and TL legal terms, particularly in the case of TT pertaining to extremely different legal system, as the crucial criteria for determining the legal translation equivalence where the corresponding legal TT is the one that could perform the comparable function as that of its SL counterpart. This, according to Rotman[22], requires legal translators to use elastic, illustrative and innovative means to downsize the variance of legal context between the involved languages. Furthermore, other legal translation scholars like Kussmaul, 1995, Alcaraz and Hughes, 2002, and Chromá 2004 advocate the Šarčević model of legal functional equivalence in the view that obtaining the legal equivalence is only ruled out by the ability to explicitly relayed to the TT the similar legal impact meant in the SL in a way that signals the actual notional aspect of that transferred legal term[23–25]. In this regard, Shiflett[26] views the functional equivalence as an obligatory tactic to surmount the difficulties arisen from translating peculiar SL legal terms or when there is impossibility to literally translate the SL into another language wherein the legal translators could resort to paraphrasing and explanatory information to achieve such a goal. Garzone[27] also strongly argues for the applicability of functional approach to the legal translation and its fruitfulness in this domain in return of its efficacy and fulness.

The same holds true for Newmark[28] who discusses the difficulties legal translators face in accurately understanding and translating legal concepts resulting from comprehending the variations between legal systems. Furthermore, Newmark[28] emphasizes that legal translators must have a deep comprehension of both the source and target legal systems, knowledge of legal terminology, and the ability to accurately convey legal concepts in the target language.

Similarly, Salamah 2021, Mohammed 2018, and Altarabin 2021 believe that choosing the suitable equivalence within the context is very important in the legal translation process to convey the same legal effect of the source text into the target text[4, 6, 7]. However, there is a lack of appropriate equivalences of legal terms between English and Arabic legal languages, which poses major problems for legal translators. In this regard, choosing inappropriate equivalence within the legal translation process causes odd and undesirable translations such as " مقدمة العقد ", which should be translated as a preamble instead of an introduction or " وزارة الداخلية ", which should be translated as a Home Office.

By the same token, formality occupies a prominent position in the legal language that has various fashions including terms where it is meant to maintain the elevated register and specificity required in legal discourse[29]. Additionally, El Farahaty[29] believes that while both English and Arabic legal discourse are formal, the Arabic legal language expresses formality distinctly compared to English. This poses a challenge in legal translation because Arabic utilizes forms of address and honorary titles as a means to convey respect and formality. This practice stems from the diverse social and political backgrounds found in Arab countries. Additionally, formal equivalence expressions are not always available in the target text. For example, " أعطى " should be translated into *award* instead of *give* since it is more accurate and formal, and " عقد " should be translated into *contract* instead of *agreement* because it carries a stronger sense of legal enforceability

Archaic legal terms signal the legal discourse by employing old vocabulary no longer used nowadays so as to enhance the formality and rigidity of legal language[30]. Still, deleting these terms, from the perspectives of EL Farahaty[29] and Rababah and Alshehab[15], has no impact on the meaning of the legal text. The formality of legal discourse can also be noticed by the appearance of the Latin and French

legal terms due to the influence of the Roman Church and the Norman invasion on the English communication[4, 29, 31]. Thanh[12] asserts that legal language contains many Latin and old terms that cannot be translated literally because literal translation sometimes does not convey the exact meaning of these terms. In addition, the old and Latin terms complicate the translation process due to unfamiliarity with these terms.

lexical repetition is further highlighted in the legal language in that it is deployed to avoid using referential pronouns like personal or demonstrative pronouns[31]. Furthermore, modality seems to express a number of various legal meanings depending on the type of law in which they are used[4, 5]. This variety of meaning may therefore cause ambiguity and thus difficulty for translators in determining the intended meaning of these models due their unfamiliarity with these legal words and their accurate contextual meaning[4, 31]. Couplings and synonyms are also viewed as tools used in legal discourse to add certainty and avoid redundancies[15, 29]. This feature can also help in some occasions to add formality to the legal discourse. The inability to choose the suitable synonyms of legal terms involved in source legal text complicates the legal translation process. For instance, if a legal term in the source language has multiple synonyms with different meanings, the translator should accurately choose the suitable synonym that reflects the intended legal concept because choosing the wrong synonym may lead to inaccurate translation of the legal texts, confusion, or legal disputes.

Polysemy and homonym are also perceived as functional tool to increase communicative competence, reduce decision costs, and enhance the law's expressive impacts[32]. However, such feature in terms of Rababah and Alshehab[15]; El Farahaty[29] pose challenges for legal translators owing to involving multiple meanings or having the same spelling and sound with different meanings.

2.2. Related Studies

Despite the pivotal role of lexical features in legal translation, the impact of this role in the arena of Arabic-English legal translation remains little researched. Nevertheless, a very few studies have indicated the cruciality of such role in attaining the desirable legal translation between these languages. Rababah and Alshehab[15] reveal that couplings,

polysemy and homonyms, and legal adverbs s pose the main lexical problems in the face of translating English legal sentences into Arabic. In the same respect, Al-Awawdeh and AlShamayleh[33] regard the lack of familiarity with the English legal system, difficulty in decoding the legal nuances of the original text, and difficulty in determining the appropriate equivalence as the major lexical hurdles in rendering the English legal terms into Arabic.

Meanwhile, El-Sadik[34] shows that the lexical difficulty in translating English legal terms into Arabic stems from the students' limited knowledge of legal vocabulary, inadequate understanding of translation techniques and methods, and insufficient competence in grasping meanings. In line with these studies, Alrishan[35] argues that the inability of finding the appropriate Arabic legal equivalence as well as the fitting Arabic collocations is viewed as the main lexical challenges of translating English legal texts into Arabic. Legal collocations, in Abdulwahid et al.'s, 2017 perspective[36], is further found to represent a serious challenge in translating Arabic collocations in contractual agreements into English ensuing from the incompetence in distinguishing between purely legal technical collocations, legal semi-technical collocations, and everyday vocabulary collocations.

3. Method

This study is of a descriptive, analytical nature. It has deployed a qualitative approach that incorporates a quantitative approach to analyse and identify the lexical challenges, translation equivalence a long with their frequencies in the data translated. The quantitative approach used in the current study also helps in identifying the most prominent legal equivalence and the most frequent lexical challenges notified in the corpus translated. The corpus of five Arabic legal text and their translations into English has chosen to be the data of the study under research. This corpus includes documents pertaining to the civil law domain namely: *"special power of attorney"* and *"bail bond"*, and others pertaining to Islamic law domain namely; *"certificate of guardianship", "certificate of conditional divorce"* and *"certificate of custody"*. The two legal domains represent major sources of legislation in Arab legal systems and the corpus displays the ubiquitous lexical characteristics of the Arabic legal documents.

Twenty MA Translation Studies students from Jadara University, Jordan have been asked to translate these Arabic legal documents into English. The translation test was assessed by comparing the participants' translations to those of professional translators writing reputable publications in legal translation [8, 37, 38]. The translation errors were categorized into lexical errors that were divided into different categories according to the typology of legal equivalence and the model of the pervasive lexical feature of legal texts put forward by Šarčević [8], which are adopted as the theoretical framework of the current study. This typology can reasonably measure the degree of legal equivalence achieved in the translated data as well as such a model can exhibit thoroughly the omnipresent lexical characteristics of legal texts.

4. Results and Discussion

4.1. The Typology of Legal Equivalence Identified in the Corpus Translated

Utilizing the typology of legal equivalence suggested by Šarčević, the study has found that the participants exploited partial equivalence, near equivalence, and non-equivalence in the translated legal texts. **Table 1** shows the typologies of equivalence, their frequency, and their percentages in each text.

4.1.1. Partial Equivalence

Partial equivalence is found to be the most dominant type of equivalence used in the translated texts with a percentage of 91%. However, the choice of partial legal equivalence in the translated texts is deemed inadequate and undesirable since it fails to capture the precise meaning implied by the given legal term for it captures some semantic features of the SL legal term, while ignoring the other legal semantic features embedded in the given SL legal term. This is shown, for example, in the participants' translations of the legal terms "الأحكام" and "أوكل" into "provisions and assigned". In the legal context, "الأحكام" refers to rules or directives established by an authority, whereas "provision" refers to specific conditions and terms within a document or agreement. Hence, the one that matches this legal concept is manifested by the term "regulations". Similarly, In the legal context, "أوكل" indicates granting someone the authority or permission to take a specific action or approve something, while "assigned" signifies specializing someone to a specific task or giving a particular thing to another person The appropriate and accurate translation for the respective term would be "have authorized". **Table 2** presents the partial equivalences, their occurrences and their inappropriate and appropriate translation in each text.

4.1.2. Near Equivalence

The data under research also reveals that near equivalence was the second prominent type of equivalence used in the given translations with a percentage of 66%. The translations shown in **Table 3** are considered acceptable because they capture most of the semantic features of these legal terms. However, in the legal domain, there are alternative legal terms that are more common, precise, formal, and preferable. This is echoed in the translated texts, for instance, in rendering the Arabic legal terms "عقد" and "وصي" into English as "agreement" and "trustee". In the legal context "عقد" refers to a mutual understanding between parties with specific legal terms, while "agreement" indicates a mutual understanding between parties without specific legal terms. Therefore, this Arabic legal term can be said by the English legal term "contract". By the same token, in the legal context, "وصي" denotes to someone responsible for the care and protection of a specific person, especially if that person is unable to care for him/herself, such as children, whereas "trustee" refers to a person who manages money or assets on behalf of another person and acts according to specific instructions. Consequently, the legal term "*guardian*" can be employed to reflect this legal concept. **Table 3** presents the near equivalence, their inappropriate and appropriate translation, and their occurrence in each text.

Table 1. Typologies of equivalence found in the corpus translated.

No	Type of Equivalence	Frequency						Percentages
		Text 1 20/20	Text 2 20/20	Text 3 20/20	Text 4 20/20	Text 5 20/20	Total 100/100	
1	Partial equivalence	18	19	19	17	18	91	91%
2	Near equivalence	16	10	15	15	10	66	66%
3	Non equivalence	0	0	18	0	0	18	18%

Table 2. Partial equivalence found in the corpus translated.

No	Partial Equivalence	Text Number	Inappropriate Translation	Appropriate Translation
1	أوكل	Text 1	Assign	Have authorized
2	وطلب	Text 1	Asked	Has requested
3	الأحكام	Text 1	Provisions	Regulations
4	وكيل	Text 1	Attorney	Agent
5	يرهن	Text 1	Pledge	mortgaging
6	مصلحة	Text 2	Welfare	The interests
7	حضور	Text 2	Attendance	The presence
8	ولايته	Text 2	His guardianship	His custody
9	ولذلك	Text 2	Therefore	Accordingly,
10	دعوى	Text 3	Suit	Lawsuit
11	قبلت	Text 3	Agreed	Has accepted
12	نزاع	Text 3	Conflict	Dispute
13	إلا	Text 4	Except	Unless
14	مختارا	Text 4	Selected	Appointed
15	القيام	Text 4	Do	Perform
16	يتضمن	Text 5	Include	Contain
17	متهم	Text 5	Suspect	Accused
18	الكفيل	Text 5	Sponsor	Guarantor

Table 3. Near equivalence found in the corpus translated.

No	Near Equivalence	Text Number	Acceptable Translation	Appropriate Translation
1	عقد	Text 1	Agreement	Contract
2	وكالة خاصة	Text 1	A special agency	Special power of attorney
3	عليها المنصوص	Text 1	Stipulated to	Provided that
4	التزام	Text 1	Commitment	Obligation
5	أمانته	Text 2	His uprightness	His integrity
6	المرحوم	Text 2	Late	Deceased
7	المعقود	Text 2	Held	Convened
8	الشرعي	Text 2	Sharia	Legal
9	المذكور	Text 2	Mentioned	Aforementioned
10	تنفيذ	Text 3	Execute	The implementation
11	مبلغ	Text 3	As sum of	Amount of
12	مدة	Text 3	Duration	Period
13	أبرأتني	Text 3	Exonerate	Absolves
14	الأهلية تتوفر فيه	Text 4	Competent	Eligible
15	تأجير	Text 4	Rent	Lease
16	سند	Text 5	Deed	Bond
17	وبما أنه	Text 5	Because	Since

4.1.3. Non-Equivalence

Non-equivalence was the least prominent type of equivalence used in the translations under analysis with a percentage of 18 % where this type was only used in text 3. The

non- equivalence is found in the translations of the term. 18 participants literally rendered the Arabic legal term "معلق طلاق " into English as "pending divorce" whereby the whole semantic features of this term are totally absent in the TT,

yielding an imprecise and inappropriate translation. This is because the word " معلق " is ambiguous and has more than one possible meaning, but in this legal context, the semantic meaning of " معلق " in Arabic is "conditioned by" which contradicts the literal meaning of this term. In addition, the term " طلاق معلق " means that the occurrence of this divorce is conditioned by the occurrence of something else. Hence the appropriate rendition of this legal term would be "*conditional divorce*".

4.2. Lexical Challenges Found in the Corpus Translated

The analysis of the lexical features identified in the investigated corpus, grounded on the Šarčević's model[8] marks a number of lexical challenges that are epitomised by *the absence of formality, synonyms, highly specialized terms, appropriate equivalence, modal verbs, couplings or binomial expressions,* and *archaic terms*.

Table 4 displays the types of lexical challenges, their frequencies, and their percentages present in each text.

4.2.1. Absence of Formality

This challenge is evident in the data under research where the absence of formal terms was the most frequent type of lexical challenge found in the translations of participants with a percentage of 91%. The appearance of this challenge is prominently shown in texts 2 and 3 with a frequency of 19, while the second most frequent appearance of this challenge was in texts 1 and 5 with a frequency of 18, and its least frequent appearance was in text 4 with frequency of 17. **Table 5** reveals the formal terms, their inappropriate, and appropriate translation and their occurrence in each text.

Table 4. Lexical challenges found in the corpus translated.

| No | Types of Lexical Challenges | Frequency | | | | | | Percentages |
		Text 1 20/20	Text 2 20/20	Text 3 20/20	Text 4 20/20	Text 5 20/20	Total 100/100	
1	Lack of formality	18	19	19	17	18	91	91%
2	Lack of synonyms	18	19	19	17	18	91	91%
3	Lack of highly specialized term	18	16	18	18	19	89	89%
4	Lack of appropriate equivalence	16	12	20	16	20	84	84%
5	Lack of modal verbs	16	11	2	14	2	45	45%
6	Lack of couplings/Binomial expression	15	0	0	10	0	25	25%
7	Lack of archaic terms	8	0	0	0	4	12	12%

Table 5. The Inappropriate translation of the formal terms found in the corpus translated.

Text	Formal Terms	Inappropriate Translation
1	الالتزامات / التزام/ الطلبات/ عقد/ للأحكام/ المنصوص عليها/ الجنسية/ نتيجة.	commitments /committed/ requires/ agreement/ judgments/ stipulated citizenship/ outcome
2	واستقامته/ المرحوم/ وطلب/ المعقود/ مصلحة	/uprightness/ late /asked/ held/ benefits/
3	لتنفيذ/ مدة/ مبلغ/ تأكد/دعوى/ وأبرأتني	execute/ a sum of /duration/ confirmed/suit/ exonerate
4	أهليته/ وتأجيرها/ ورهنها/ وصي/	competent/ rent/ pledge/ trustee/
5	اقتداره/ إخطار/ تأخر/ القضية/ يكفل/ الحكم/ بجرم/ بما أنه/ يتضمن/	capability/ notification/ late/ issue/ guarantee/ judgment/ offence/ therefore/ include

It is noted that this challenge arises from the participants' unawareness of the formality as one of the eminent features or conventions of legal discourse and the nature of law, their lack of knowledge of the differences between formal and informal expressions utilized in the English legal language. Additionally, it is observed that this problem stems from the participants' lack of linguistic competence in both Arabic and English languages. This challenge can be obvious, as shown in the table below, for instance, in the translations of the Arabic legal terms " المعقود ", " طلب ", " تأجير " into English as "held", "asked", and "rent". Since legal language is characterized by the high level of formality

to convey respect, it is better to replace the given translated terms by the equivalences "*convened*", "*requested*", and "*lease*" as these alternatives possess high level of formality

compared to the ones identified above, thus seem more appropriate to be used in the given translated texts. Consider the following:

ST: في المجلس الشرعي **المعقود** لدي أنا.......	TT: In the Sharia Council **held** before me,
ST: **وطلب** تثبيت ولايته على القاصرتين..........	TT: He **asked** to confirm his guardianship over the two minors. Daughters
ST: ..... على أن لا يحق للوصـي المذكور بيع أي شـيء من ورهنها **وتأجيرها.**	TT: the said guardian is not entitled to sell anything of ...... Subject and **rent** it

4.2.2. Absence of Synonyms

The data under study shows that lack of synonyms, in parallel to absence of formality, is the most frequent type of lexical challenge found in the translations of the participants with a percentage of 91%. In addition, synonyms are linked to formality which explains why these features are the highest frequent ones in lexical challenges. The appearance of this challenge is prominently shown in texts 2 and 3 with a frequency of 19, while the second most frequent appearance of this challenge was in texts 1 and 5 with frequency of 18, and its least frequent appearance was in text 4 with frequency of 17.

It is known that finding synonyms that accurately convey the intended legal meaning can be difficult as this is

governed by the currency of these synonyms in the legal discourse, their alternative terms that are commonly used in this domain, and their relative reliance on the formality of the legal discourse which sometimes determines their occurrence. The corpus reveals that this challenge results from the participant's failure to comprehend the context deeply, their unawareness of the synonyms as one of the common features of the English legal language, and their unawareness of the English legal language's synonyms. Furthermore, this challenge is found to be also attributed to the participants' lack of proficiency in English and Arabic legal language. Additionally, the data under research shows that partial equivalence is the prominent one used to render these legal terms which gives rise to failing in conveying the exact semantic meaning of these legal terms as revealed in the following:

ST: **تأكد** لي قيام الزوجية بينهما بموجب وثيقة عقد الزواج	TT: I **confirmed** the marriage between them under the marriage contract document
ST: **تأمينا** لحضوره في جميع المعاملات التحقيقية وجلسات المحاكمة وعند **تنفيذ الحكم.**	TT: In order to **ensure** his presence in all investigative transactions and trial sessions and when the **judgment is executed**

As shown above, the participants render the Arabic legal terms "**تأكد**", "**تأمينا**", "**تنفيذ**" and "**الحكم**" into English as "confirmed", "ensure", executed" and "judgment". However, these equivalences deem inappropriate in these legal contexts since they are legally considered less common and formal in comparison with other synonyms that are more common, formal, and typically used in these legal cases which are exemplified by "ascertained", "secure" "implemented" and "sentence".

4.2.3. Absence of Highly Specialized Terms

The absence of highly specialized terms is the third most frequent type of lexical challenge found in the translated legal texts with a percentage of 89%. The appearance of this challenge is prominently shown in text 5 with a frequency of 19, while the second most frequent appearance of this challenge was in texts 1, 3, and 4 with a frequency of 18, and its least frequent appearance was in text 2 with a frequency of 16. **Table 6** displays the highly specialized terms, their inappropriate translation, and their occurrence

in each text.

The corpus shows that this challenge is attributed to the participants' insufficient knowledge of the semantic nature of the Arabic language, the different legal systems and culture of the source and target language in addition to their incompetence in distinguishing between the normal meaning and the highly specialized meaning of a given word. Furthermore, this challenge proves to result from the participants' lacking the knowledge and use of the given legal terms in the source and target languages as shown in the following:

ST: حضر لدي أنا.........الكاتب العدل...... في *دائرتي* الرسمية الكائنة	TT: came to me.....................Notary public ...... In my official ***circle*** of residence.....................
ST: تكون طالقة مني *طلقة واحدة بائنة* تملك بها نفسها	TT: be divorced from me ***one shot*** by which she owns herself
ST: عينت ونصبت..... ابن ابنة ...... من سكان....... وصياً شرعياً *ومتكلماً مرعياً* على..... المرحوم ...	TT: I ***appointed and appointed*** ..... the son of the daughter of......... a resident. ... ... legal guardian and ***caring speaker*** for..........the deceased.........
ST: وأن القاصـــر ...... *دون سـن البلوغ والرشد*	TT: The minor .... is ***under the age of majority and maturity***

Table 6. The Inappropriate translation of the Highly specialized terms found in the corpus translated.

Text	Highly Specialized Terms	Inappropriate Translation
1	توكيل خاص/ أوكل/ يقوم نيابة عني/ أموالي/ الدوائر المختصة/ حق التصرف بالقرض/ المعاملات/ الجهات المختصة	special agency/ assign/ om my behalf/ assets/ competent circles/ to manage the loan/ treatments/ competent bodies/
2	بإذن/ شهادة حضانة طفل/	permit/ child guardianship certificate
3	/ طلاق معلق/ المكلف شرعاً/ طلقة واحدة بائنة	pending divorce/ the legally responsible parties/ a single and conclusive shoot
4	/ وكالة عامة/ متكلماً مرعياً/ حجة وصاية/ دون سن البلوغ والرشد	a public agency/ caring speaker/ trusteeship argument/below the age of maturity and discernment
5	بكفالة/ الكاتب العدل/ سند كفالة/ محاكمة/ بما يترتب عليه قانونيا/ الشكل القانوني.	guarantee/ the writer of justice/ guarantee deed/ trail/ the results of it in a legal way/ legal status.

As shown above, the participants misinterpreted the Arabic legal term " الدوائر المختصة " as official circles in the sense that the circle is the common meaning of the Arabic word " الدائرة " where they failed to comprehend the intended legal meaning of this term and its appropriate legal equivalence which legally refers to an official department. Similarly, the legal term " طلقة " has more than one meaning, which confuses the participant who misinterpreted it as "*a fire shot*", which usually refer to bullet and gun, whereas " طلقة " in this legal context means " *divorce*". Furthermore, this rendition indicates the participants' unfamiliarity with the standard English equivalence for the Arabic legal term " طلقة واحدة بائنة " which is viewed as culturally specific religious one that has no parallel equivalence in English and thus it is usually rendered into English as" *an irrevocable divorce*".

The same holds true for the rendition of the highly legal specialized terms " متكلما مرعيا " as " *caring speaker* which have more than one meaning, thus causes ambiguity for the participant who misread " متكلما " as " *a person who is speaking about things related to him or her*", whereas " متكلم " in this legal context means "*spokesman (a person who is speaking on behalf of another person)*", and " مرعيا " as "*the attention and protection provided by one person to another*", while " مرعيا " legally means "competent *(having the legal capacity or ability to understand and make decisions)*. Thus, this term is best legally translated as *"competent spokesman"*. By the same talking, the participant used word-by-word translation to render the legal term " دون سن البلوغ والرشد " as "*below the age of maturity and discernment*", thereby reflect-

ing the participant's unfamiliarity of the highly specialized meaning and the appropriate legal equivalence of this legal term in English expressed by the term "underage".

4.2.4. Lack of Appropriate Equivalence

The data under study shows that lack of appropriate equivalence is the fourth prominent type of lexical challenge noticed in the translated Arabic legal texts with a percentage of 84%. The appearance of this challenge is prominently shown in texts 3 and 5 with a frequency of 20, while the second most frequent appearance of this challenge was in texts 1 and 4 with a frequency of 16, and its least frequent appearance was in text 2 with frequency of 12. **Table 7** shows the inappropriate equivalence, their inappropriate translation, and their occurrence in each text.

The corpus reveals that this problem springs from the participants' unconsciousness of the nature of legal context, the contextual meaning of these legal terms as well as the ambiguous meanings of some of these legal terms as shown in the following:

ST: وأنني أفوضه**تفويض مطلق** بتوقيع جميع الأوراق	TT: I delegate him with ***absolute organization*** to sign all paper
ST: وأبرأتني من......**أبراء عاماً مانعاً** لكل حق ودعوى ونزاع	TT: she cleared me of ……… ***general and prevent exoneration*** from every right and litigation
ST: وأن يرهن**أموالي** المنقولة وغير المنقولة	TT: To mortgage my moveable and immovable ***money***
ST: في المجلس الشرعي المعقود لدي أنا....... قاضي....... الشرعي حضر........ من....... **سكان**......... .	TT: In the legitimate council held by me……judge…. Son of a daughter from the ***population*** ………

Table 7. The Inappropriate equivalence of the legal terms found in the corpus translated.

Text	Legal Term	Inappropriate Translation
1	أموالي/ تنشأ/ بالأمور/ والحصول/ تفويض مطلق/ والسحب	my money/ establish/things/ acquire/ absolute organization/pull
2	سكان/مراعاته/ أوصيته/ أخبرا/ بحضور/ تثبيت/	population/take into consideration / recommend/ were told/ in attendance/ install
3	تصادقا/ بتعريف/ حضر/ لدي أنا/ المجلس/ أبراء عاماً مانعاً/ الحاضرة/	ratified/ definition/ is prepared/ by me/ assembly/ general and prevent exoneration/ the current
4	يقيم/ يقبض/	live/ catch
5	أحرر عليه/ وجلسات المحاكمة/يتعهد/ تعلل/ أصادق	draw up/ meetings/ pledge/ justify/ ratify

As revealed in the table above, the participant mistranslated the legal term " تفويض مطلق " into "*with absolute organization*" because "*organization*" denotes a group of people who come together to achieve a common goal or purpose, whereas the contextual meaning of this term refers to the act of giving someone permission or approval to do something which could be best translated by the legal term "*without restrictions authorization*".

As well as, the participants misinterpreted the culturally specific expression " إبراء عاما مانعا " into "*general and prevent exoneration*" as the term "*exoneration*" refers to an official declaration of innocence or clearance from wrong-doing, while the contextual meaning of this Arabic term denotes releasing someone from guilt, blame, or responsibility. Additionally, the participant used literal translation when she/ he translated the two legal terms " عاما and مانعا " into "*general and prevent*" because of the ambiguity of these two legal terms. Accordingly, the accurate translation for this expression would be "*totally absolves*".

Equivalently, the participant mistranslated the legal term "أموالي" into "*my money*" since "*my money*" indicates the possession or ownership of money or financial resources by an individual, whereas the contextual meaning of this term denotes the ownership of assets, belongings, or real estate by an individual and it would therefore be best translated as "*my property*". Furthermore, the participant mistranslated the legal term " سكان " into "*population*" since "*population*" refers to the total number of people living in a specific area, whereas the contextual meaning of this term denotes an individual who lives in a particular place for an extended or

permanent period. Thus, it could be best expressed by the legal term "*resident in*".

4.2.5. Lack of Modal Verbs

The lack of modal verbs is found to be the fifth prominent type of lexical challenge identified in the corpus with a percentage of 45%. This challenge is prominently shown in text 1 with a frequency of 16, while the second most frequent appearance of this problem was in text 4 with a frequency of 14. Furthermore, the third frequent appearance of this problem was in text 2 with a frequency of 11, and its least frequent appearance was in texts 3 and 5 with a frequency of 2. **Table 8** presents the modal verbs, their inappropriate and appropriate translation, and their occurrence in each text.

The data shows that this challenge is basically associated with the participants' unfamiliarity with these modal verbs and their possible contextual meanings typically utilized in both Arabic and English legal language as indicated in the following:

ST:	وللوكيل **حق** التصرف بالقرض و / أو التسهيلات الإئتمانية.	TT: The attorney *is granted the right* to deal with the loan and/or credit facilities.
ST:	وبعكس ذلك **يقبل** بما يترتب عليه قانونيا	TT: and otherwise *accepts* his legal consequences
ST:	على **أن لا يحق** للوصي المذكور بيع شيء من أموالها أو رهنها إلا بإذن خطي من المحكمة الشرعية المختصة	TT: the aforementioned trustee *does not have the right* to sell

Table 8. Lack of modal verbs found in the corpus translated.

No	Modal Verbs	Text No	Inappropriate Translation	Appropriate Translation
1	وللوكيل **حق** التصرف بالقرض و / أو التسهيلات الإئتمانية	Text 1	The agent is granted	The agent shall have the right
2	على **أن لا يحق** للمذكور بيع شيء من أموالها أو رهنها إلا بإذن خطي من المحكمة الشرعية المختصة	Text 2	Does not have the right	Shall not
3	أبراء عاماً مانعاً لكل حق ودعوى ونزاع **تكون طالقة** مني طلقة واحدة بائنة تملك بها نفسها	Text 3	Is divorced	She will be divorced
4	على أن **لا يحق** للوصي المذكور بيع شيء من .... ورهنها وتأجيرها	Text 4	Hasn't the right	Shall not
5	أن لا يحق للوصي المذكور بيع شيء من.......... ورهنها وتأجيرها **ولا يوكل** وكالة عامة	Text 4	Has not assigned	Shall not authorize
6	إذا تأخر عن إحضاره **يدفع** ....لصندوق	Text 5	Pay	Shall pay
7	وبعكس ذلك **يقبل** بما يترتب عليه قانونيا	Text 5	Accept	Shall accept

Considering the cases said above, the contextual meaning of "*يقبل*" implies an obligation action typically said by the modal verb "*shall*" as the Arabic usually uses the simple present tense to denote this obligatory action. However, this term, due to the participants' unfamiliarity with this Arabic convention of expressing such function, is mistranslated into "*accepts*" where the function of the modal verb "**shall**" and thus the obligation sense implied by this model are totally absent in the given translation.

likewise, the contextual meaning of the legal term "للوكيل **حق**" in the given legal context refers to someone who is legally entitled or permitted to do or have something which is legally expressed by the modal verb "**shall**". In contrast, this term is mistranslated into "is granted" which denotes a request or permission that has been officially approved or given, thereby neglecting the legal effect marked by the missing model verb. Equally, the prohibition sense implied in the contextual meaning of the Arabic term "يحق لا" is normally said in the English legal discourse by the negative form of the model verb "**shall**". Conversely, this legal sense is shown to be neglected in the given translation as the participants misinterpreted this term into "does not have the right to" where the negative present simple is not commonly used to express the said legal theme. Hence, the better translation for these legal terms could be *"the agent shall have the right, shall accept, and shall not"*.

4.2.6. Lack of Couplings or Binomial Expression

The lack of binomial expressions is the sixth most prominent type of lexical challenges found in the translations of participants with a percentage of 25%. According to the data under analysis, this challenge is frequently shown in text 1 with a frequency of 15, and its least frequent appearance was in text 4 with a frequency of 10. **Table 9** illustrates the couplings or binomial expressions, their inappropriate and appropriate translation, and their occurrence in each text.

The corpus reveals that this challenge is basically arisen from the participants' unfamiliarity with these couplings or binomial expressions and their particular legal meanings normally used in the legal language, thus indicating the participants' unconsciousness of the function of this lexical feature in the legal domain as revealed in the following:

ST: مع التزامي التزام **تكافليا وتضامنيا** بكافة الإلتزامات	TT: while being ***jointly and severally*** committed to all obligations
ST: أنا...... قاضي...... الشرعي **عينت ونصبت**....... ابن ST: ابنة	TT: I am .... Judge………. Shari'a ***appointed and appointed*** .... the son of the daughter of ....
ST: اللذين أخبرا بأمانته واستقامته **وكفائته وأهليته**	TT: who were told of his honesty, integrity, ***competent and competent***.

Table 9. Lack of couplings/binomial expressions found in the corpus translated.

No	Couplings/Binomial Expressions	Text No	Inappropriate Translation	Appropriate Translation
1	التزامي التزام **تكافليا وتضامنيا** بكافة الالتزامات	Text 1	Jointly and savagely	Joint and mutual
2	أخبرا بأمانته واستقامته **وكفانته وأهليته**	Text 2	Competent and competent	His eligibility and competence
3	أنا....... قاضي...... الشرعي **عينت ونصبت**....... ابن ابنة	Text 4	Appointed and appointed	Has appointed and installed

The legal terms " **تكافليا وتضامنيا** ", as shown above, is a binomial expression which could be legally translated into *joint and mutual"*. However, this coupling is mistranslated into *"jointly and severally"*. In fact, the binomial expression " **تضامنيا** " has more than one meaning, which causes ambiguity for the participants who misconceived it as "*severally*" where it denotes the opposite meaning of this term as it refers to do something separately or singly, whereas " **تضامنيا** " in this legal context means "mutual". Furthermore, the participants, owing to relying heavily on machine translation, ignored the nature and function of the binominal expression **كفانته وأهليته** which was rendered as competent and competent where they repeated the equivalence "*competent*" as a translation of the two terms " *أهليته* and **كفانته** ", which deems unacceptable in legal language as they are typically rendered into English as *His eligibility*

and competence. Similarly, the legal term " **عينت ونصبت** " is a binomial expression that could be legally translated into "*has appointed and installed*". This coupling, using machine translation, is mistranslated into "*appointed and appointed*" whereby the equivalence "*appointed*" is repeated to render the intended Arabic binominal expression " عينت and ونصبت ".

4.2.7. Lack of Archaic Terms

The data under research shows that the lack of archaic terms is the least prominent type of lexical challenges found in the translations of participants with a percentage of 12%. According to the data under analysis, this challenge is frequently shown in text 1 with a frequency of 8, and its least frequent appearance was in text 5 with a frequency of 4. **Table 10** displays the archaic terms, their inappropriate and appropriate translation, and their occurrence in each text.

Table 10. The absence of archaic terms found in the corpus translated.

No	Archaic Terms	Text No	Inappropriate Translation	Appropriate Translation
1	أنا الموقع أدناه ...... الجنسية ..... من و حامل جواز السفر .... رقم والصادر في .... بتاريخ .... **أوكل** بموجب هذا السند السيد	Text 1	I have assigned	I have hereby authorized
2	أنا الموقع أدناه .... الجنسية ....من و حامل جواز السفر .... رقم والصادر في .... بتاريخ .... أوكل **بموجب هذا السند** السيد	Text 1	Under this bond	Herein
3	أنا **الموقع أدناه** .... الجنسية .... من و حامل جواز السفر .... رقم والصادر في ....بتاريخ .... أوكل بموجب هذا السند السيد	Text 1	I am the website below	The undersigned
4	وإنني **أصادق** على اقتداره وملائمته الشكل القانوني.	Text 5	I certify	I hereby confirmed

This problem is shown to be arisen from the participants' unawareness of the usage of these archaic terms as one of the lexical conventions of the English legal language. It is also found that these archaic terms under analysis have specific meanings and thus cannot be translated literally for they will produce inaccurate translations. Moreover, the data reveals that this challenge is resultant from the participants' tendency to render these archaic terms using machine translation which leads to produce inappropriate, odd translation concerning these terms as shown in the following:

ST:	**أنا الموقع أدناه** .... الجنسية	TT: **I am the website below**............ citizenship of ....
ST:	أوكل **بموجب هذا السند** السيد	TT: I assign **under this bond** Mr ....
ST	**أوكل** بموجب هذا السند السيد	TT: I **have assigned** travel by this bond
ST:	وإنني **أصادق** على اقتداره وملائمته الشكل القانوني.	TT: and I **certify** its competence and suitability legally.

As illustrated above, the archaic term " الموقع أدناه " is misconceived as "*I am the website below*" where the participants translated the archaic term " الموقع أدناه " literally, believing that " الموقع " denotes an "*electronic website*", whereas the given archaic term in this legal context actually means "*a person or entity to which a specific commitment or right in the contract is directed*". Thus, it is usually rendered as "*I the undersigned*". Similarly, the participant translated the archaic term " بموجب هذا السند " literally as "*under this bond*", ignoring its specific legal meaning that is typically expressed by the archaic term *"herein"*. Furthermore, the absence of the legal archaic term is further observed in the translations of the Arabic legal terms "أوكل" and "أصادق" as "I have assigned "and "I certify ". The given two legal terms are usually accompanied by the archaic term "hereby" that adds legal formality and certainty to the legal document since it indicates that the given action/information is legally

certified according to this document.

5. Conclusion

The current research finds that partial equivalence proves to prevail over the near equivalence in the translated corpus whereby the lack of formality, synonyms, highly specialized terms and inappropriate equivalence is found to create a major lexical barrier to rendering Arabic legal documents into English. In contrast, the absence of proper modality, couplings, and archaic terms play a minor role in complicating this task. The said lexical challenges contribute enormously to the distortion of the desired legal effect in the TT that are shown to be associated with the obliviousness to the lexical conventions and technicality pertaining to legal language, high dependency on machine and literal translation in addition to a noticeable semantic incompetence in

the language involved. Furthermore, the research reveals that the profound awareness of the semantic peculiarities of the respective legal text in the SL and TL resembles the keystones of yielding a satisfactory legal effect in the TT. It is noteworthy that Šarčević's[1] functional equivalence turns out to be of considerable potential applicability in thoroughly analysing an Arabic legal term, thereby tailoring the proper translation vehicle to attain its adequate English legal equivalence.

The findings of the current research could be implemented theoretically and practically in the process of teaching as well as translating Arabic legal texts into English. In other words, the legal translation publications can benefit from the essence of Šarčević's[1] functional legal equivalence in involving this model withing their legal teaching material in order to enable legal translation trainees and students to make use of this model in analysing and assessing the degree of legal equivalence achieved when opting for a certain TT legal term, thereby improving their theoretical and practical legal translations strategies since such analytical approach of legal equivalence stimulates them to resort to the most functionally adequate legal equivalence that, in turn, enhance the possibility of obtaining the legal effect intended in the respective legal system. Furthermore, the Šarčević's[1] model of the common lexical features of legal language, once introduced in the pedagogical legal courses, it could enrich the legal translation trainees and students with a profound and comprehensive theoretical basis for recognizing the functions of the prominent lexical features of the SL and TL legal texts that needs to be maintained and thus reflected in the legal translation process in a way that also helps these trainees and student to raise the quality of their legal translated texts. The same holds for legal translators working in translating legal texts from and between Arabic and English since utilizing the Šarčević's[1] model of functional legal equivalence and the pervasive lexical features of legal texts in their practical legal translations can improve their legal translation experience and strategies, qualifying them to produce the best possible adequate legal translated text.

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