

Syntactic Features in Legal Arabic- English Translation: A Case Study of Palestine Divorce Contracts

الخصائص النحوية في الترجمة القانونية من اللغة العربية إلى اللغة الإنجليزية: وثائق الطلاق الفلسطينية أنموذجاً

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Abstract

This study deals with the translation of syntactic features in legal documents from Arabic into English. It aims to identify the syntactic features and to describe translatability of the syntactic features of Arabic and English Sharia divorce documents, accordingly, will help in assessing translators' choices and decisions. Being a qualitative descriptive study, samples of translated divorce contracts have been collected from Palestinian sworn translators and translation certified offices. Data is collected manually, and analysed using purposeful sampling, open-ended data collection, and personal interpretation. Analysis of the differences of syntactic features between Arabic and English divorce sharia court documents revealed that differences lie in the following aspects: the form of complex sentence structure, use of passive, use of nominal forms, binominals and triplets, modal verbs, conditional sentences, and the form of pronouns. The study concluded that the differences between Arabic and English syntactic features resulted in some problems of mother tongue

influence, and using redundant synonyms and the literal translation of the successive dependent and parenthetical phrases which make the sentence long and complex, accordingly, not easy to be comprehended.

Keywords: Divorce Contracts, Legal Documents, Legal Translation, Syntactic Legal Features, Translators' Choices and Decisions.

ملخص

تتناول هذه الدراسة ترجمة الخصائص النحوية في الوثائق القانونية من اللغة العربية إلى اللغة الإنجليزية، وتهدف إلى التعرف على الخصائص النحوية لوثائق الطلاق الشرعية العربية والإنجليزية، ووصف قابلية ترجمة هذه الخصائص في وثائق الطلاق الشرعية من العربية إلى الإنجليزية، بالإضافة إلى التعرف على تأثير اختلاف الخصائص النحوية بين العربية والإنجليزية على ترجمة وثائق الطلاق الشرعية. اعتمدت الدراسة المنهج النوعي الوصفي والتحليلي، حيث تم جمع عينات من عقود الطلاق المترجمة من المترجمين المحلفين الفلسطينيين والمكاتب المعتمدة للترجمة. تم جمع البيانات يدويا جمعا هادفا وتم تحليلها تحليلا وصفيا يدويا. كشف تحليل الخصائص النحوية بين وثائق الطلاق باللغة العربية واللغة الإنجليزية أن الاختلافات تكمن في الجوانب التالية: بنية الجمل المعقدة، واستخدام المبني للمجهول، واستخدام الاسماء، المتلازمات اللفظية الثنائية والثلاثية، والأفعال الشرطية، والجمل الشرطية، والضمائر. وخلصت الدراسة إلى أن الاختلافات بين السمات النحوية العربية والإنجليزية أدت إلى بعض المشاكل في الترجمة منها: تأثير اللغة الأم، واستخدام المرادفات المتكررة والزائدة عن الحاجة والترجمة الحرفية والمتكررة للجمل المعترضة مما يجعل الجمل طويلة ويسبب صعوبة في فهمها.

الكلمات المفتاحية: وثائق الطلاق، الوثائق القانونية، الترجمة القانونية، الخصائص النحوية القانونية، اختيارات المترجمين وقراراتهم.

Introduction

Translation is a difficult task which requires translators to make some effort to overcome the obstacles they face when converting culture-specific expressions across different languages (Sabtan, 2022). Legal language is very formal and impersonal due to syntactical features such as the use of passive, complicated and long sentences, and prepositional phrases. In legal translation, producing "legal equivalent" is associated with the degree to which "legal effect" is generated faithfully to the source text (Al-Dahwi, 2023). This requires the translator to be a good writer acquainted with source and target text terminologies, words usage and

sentence structure. According to Zidan (2015), Sa'eed and Nasser (2007) & Hanrahan et.al (2015), translators may face linguistic and cultural challenges related to the context, content, and text type. For Ya'aqbah (2016), when it comes to translation between Arabic and English, problems emerge due to structural and linguistic differences which arise due to the various linguistic systems between the languages, whereas Abuarrah & Istetih (2016) suggest that cultural differences between both languages count as "English is more individualistic and low-context culture, while Arabic is collectivistic and high-context culture". Therefore, translators must opt for a proper translation strategy to achieve effective communication. El Ghazi and Bnini (2019) point out that adopting specific techniques for translating legal documents is an important step in ensuring accuracy of the translation.

In the context of sharia court documents, divorce documents are issued by the Sharia courts in Palestine as stipulated in article (101) of the Palestinian amended basic law which states that Sharia and religious courts should address Sharia and personal status issues; the concept of 'personal status' is concerned with provisions that organize family issues including engagement, marriage, mahr (bride's money), wife's alimony, divorce, parentage, children's custody and other issues related to inheritance and 'waqf'- endowment (AlQada Alshari wa alkanasi fi Falastin, 2012, p. 28) (Researcher's translation). Unlike non-religious documents, errors in translated religious texts should be avoided due to the sensitivity of the texts. Conveying religious meanings accurately in another language is crucial as the translated meaning must carry the intended meaning of the source language. For example, the term 'dowry' is not the correct equivalent for the word, 'مهر' 'Mahr'. In English, 'dowry' means "Money and property brought into a marriage by a bride" (Blackwell, 2008, p.150). The English meaning contradicts the idea behind the Islamic term of 'mahr' which means "mandatory amount of money paid to the bride by the groom before the wedding ceremony" (Al Aqad, 2014, p.114).

The objectives of this study are:

1. To identify the syntactic features of Arabic and English Sharia divorce documents.

morphologically related to a corresponding verb” (Quirk, *et al.* 1985, p.1288). In simpler words nominalization is changing a part of speech such as a verb or an adjective to a noun by adding suffixes- ‘tion’, ‘dom’, and ‘ment’. For example, foundation, freedom, and payment (Almanna, 2017). In nominalization, meaning is not expressed by a tense; therefore, time modality and agent are missing from the sentence (El-Farahaty, 2015). For Fowler (1991) the absence of the tense and the agent imply a radical transformation of the clause at the syntactic level which results in structural consequences and provides ideological opportunities. Nevertheless, Tiersma (1999) points out that nominalization is useful in cases where laws and regulations are stated as broadly as possible. According to Crystal and Davy (1969), the use of nominal in legal English has some distinctive features. First, the use of post modification is marked in nominal groups as in "any instalment then *remaining unpaid* of the rent" (p.205). Second, several nominals like proposal, declaration, and termination are abstract and do not refer to concrete objects, for example: *recognition, dignity, foundation, freedom, justice, and peace* (Almanna, 2017).

The Use of Passive

Several scholars discussed the use of the passive voice as a syntactic feature of legal language. Legal drafters prefer to use passive rather than active forms since "passive permits an indirect and formal tone with which lawyers instinctively feel comfortable" (Haigh, 2004, p.37). This style is called impersonal because it focuses on the action, and not on the identity of the agent. For example, “he was denied his legal rights” (Karjo 2016). According to Tiersma (1999, p.75), passivization is used either to make the agent unidentified to leave some facts unspecified through foregrounding it or to focus on a specific part which the author finds more important than focusing on the identity of the agent. For example, the first-person pronoun ‘I’ is not used in expressing an order in legal English. Therefore, the sentence, “it is ordered” is preferred rather than “I ordered” (El-Farahaty, 2015).

used in a semi-technical sense in legal language by using verbs like enter into, put down, serve upon, and write off, for example: "parties enter into contracts"; "put down deposits"; "serve upon other parties"; "write off debts" (Fakhouri, 2008, p.23).

Modal Verbs

The Usage of 'shall', 'may' and 'may not' is another feature of legal documents. In official documents 'Shall' is not used as an auxiliary verb which indicates the future tense, instead it is intended to show a law, a command, or a promise (Crystal and Davy, 1969; & Sabra, 2003). It indicates clearly that something is intended to be legally binding as (Tiersma,1999, p.106) argues. For example, "all payments shall be made by the end of the month" (Sabra, 2003, p.49). According to Sabra's (2003) point of view, 'May' is used to refer to the possibility that someone may do something in a certain way, or that something may be done in a certain manner. For instance, "The Second Party may assign this Agreement to the third party without a prior written consent of the First Party". 'May not' is used to indicate the opposite. For instance, "the Second Party may not assign this Agreement to the third party without a prior written consent of the First Party" (Sabra, 2003, p. 49). On the contrary, Foley (2002, p.365) stresses the importance of 'May' in legal documents due to its extensive use in legal texts which indicates that no other modal verbs can be used in its place. whereas, in negative passive forms, it implies a prohibition (Bhatia, Candlin and Gotti, 2003). Triebel (2009, p.157) argues that 'May not' express a prohibition, however, it may bring about some ambiguity. Therefore, he suggests the use of 'must not' instead of 'may not'. From his perspective, in the phrase: "May not transfer shares", 'May' has several indications: (i) possibly not transfer, (ii) the person has the authorization not to transfer or (iii) the person has no authorization to transfer. Thus, it is better to use 'must not' to avoid possible ambiguity. According to Triebel (2009, p. 155), 'must' indicates all required action, whether the subject of the clause performs the action of the verb or not. Foley (2002) differentiates between the use of 'shall' and 'must' in legal documents. He suggests that 'shall' is used for "an obligation imposed on a human agent with legal consequences" for example, "Upon your return, you shall report

to the agency your activities while abroad”. Whereas, ‘must’ is used for “conditions precedent or subsequent”; for example, “The report must include details of your activities while abroad”. Despite its obligation force, the epistemic meaning of ‘must’ weakens its use in a legal context and gives the first preference to shall (p.369). moreover, Foley (2002) suggests using lexical equivalents such as ‘is obliged to’ and ‘is entitled to’ instead of modals to avoid ambiguity problems.

Use of Binominals

Shiyab (2019) discussed the unique characteristics of legal language and the importance of precision and consistent terminology in legal discourse. The author highlights the significance of using accurate legal terminology to ensure clarity, accuracy, and uniformity in legal documents and communication. El-Farahaty (2015) argues that there is a tendency in legal English documents to use two or three words together to convey a single legal concept and to ensure a precise and accurate meaning. This is called ‘doublets’ and ‘triplets’. The following is an example of doublets and triplets cited in El-Farahaty.

I make, publish and declare this instrument to be my Last Will and Testament. By signing this document, I revoke any and all former Wills or Codicils, previously made by me, if such documents existed prior to the signing of this Last Will and Testament (El-Farahaty, 2015, p.28).

Although this is a historical and a common practice, it should be treated carefully because some different words can be used together to form one semantic unit, whereas some cannot be used together to form a semantic unit. For example, ‘null and void’, ‘fit and proper’, ‘perform and discharge’ (Van Dijk, 1981, p.285). Gustafsson (1975) defines binominal as “sequences of two words belonging to the same class which are syntactically coordinated and semantically related” (p.9). Triebel (2009) argues that doubling is misleading for the possible addition of certainty or additional meanings which do not exist. From Danet’s (1985) point of view, doublets and triplets are types of syntactic parallelism. They are also seen as frozen expressions; accordingly, they are classified under the formal syntactic features rather than lexical ones. Beveridge (2002)

explains that doublets and triplets were introduced into English when the common law courts shifted from French into English. To avoid any problems, drafters decided to use both terms.

In the Palestinian context, according to Thawabteh and Najjar (2014), Palestinian translators encounter lexical and semantic problems that may impact their translations. Some mistakes may be committed by the Palestinian legal translators, which can affect syntax, structure, and tenor. Related studies like the studies done by Alwazna (2022), Elhajahmed (2017), Thawabteh and Najjar (2014), El Ghazi and Bnini (2019), Ali (2016), Zidan (2015), and Alwazna (2019) have described the translation of Arabic legal documents; however, none of them has examined the differences between Arabic and English syntactic features of sharia court divorce documents and the influence of the said differences on the translation of the documents. This may be due to some set of language structures or mother tongue interference (Ababneh & Al Rousan, 2020; Thawabteh, 2013). These related studies are proofs for the significance of this study.

The significance of this study is that it attempts to fill a gap of knowledge, relating to the legal syntactic effect of Arabic and English and their communicative effect in translation. The study is expected to benefit linguists, Arabic- English legal documents translators, translation students, and machine translation.

Methodology

This research is descriptive qualitative research which aims to identify the syntactic features of Arabic and English Sharia divorce documents and the translatability of the said features, and to describe the influence of the different syntactic features of Arabic and English Sharia divorce documents on the translation. The data consists of translated divorce documents from Arabic into English which are collected from licensed translation offices and sworn translators who translate for sharia courts in Palestine. Data are collected manually. The source texts and the target texts are wholly read and data which incarnate syntactic features are identified, collected, and analyzed, using purposive sampling (see Creswell, 2009;

Saldanha and O'Brien, 2014; Kumar, 2011). Purposive sampling depends on selecting a sample based on pre-defined critical parameters, where text of specific linguistic features has been chosen. This choice comes based on the last option of Saldanha and O'Brien (2014, p.105) quotation which suggests that “one might wish to randomly select sentences from a large corpus of text, or it may be more appropriate to select coherent passages of text, or text that demonstrates specific linguistic features”. The chosen corpus has the required features to be studied in this study. Therefore, data that demonstrate syntactic features of legal language and their translatability are analyzed. Lopez and Whitehead, 2013, p.124) suggest that, in qualitative research, a non- probability sampling method can be efficacious. Thus, particular sharia court documents are used to study a specific topic, which is the translation of syntactic features in sharia court divorce documents; the sampling criteria may share some specific characteristics (Lopez and Whitehead, 2013, p.126, 127). Krippendorff (2004) points out that a sample is said to be representative of a population if it leads to conclusions that are approximately the same as those that one would reach by studying the entire population (p. 112). Researchers are advised to stop collecting data when they reach the point of data saturation where new cases or observation no longer disclose or reveal new information (McGregor, 2018, p.234).

Findings and Discussion

This section discusses the syntactic features of Arabic and English divorce documents in terms of complex sentence structure, passive voice, nominal forms, doublets, conditionals, modal verbs, and other syntactic features in order to identify the syntactic features of Arabic and English Sharia divorce documents, to describe the translatability of the syntactic features, and to determine translators' choices and decisions in translating Arabic and English Sharia divorce documents.

Complex sentence structure

Complex sentence structure in the analyzed divorce documents is found to occur due to the extensive use of parenthetical clauses,

coordinating conjunction, embedded clauses, and relative clauses as detailed in the following discussion:

First, all of the Arabic contracts started with a long and complex sentence as in example 1:

"في المجلس الشرعي المعقود لدي انا قاضي قاضي الشرعي، حضر المكلفان شرعا وبعد التعريف عليهما من قبل المكلفين شرعا جميعهم من وسكانها، تصادقا على قيام الزوجية الصحيحة بين بموجب وثيقة عقد زواجهما الصادرة عن المحكمة (16 "ST)

"In the legal council convened in the sharia canonical court of in my presence, I its sharia judge, received the man, the Muslim of age and sound mind (legally competent)-holding ID. Card no.-and after identification them by the legally competent and all from and resident in who confirm that a state of matrimony previously existing between the spouse the aforementioned according to the marriage contract no. issued on ---" (16 TT).

The above-mentioned sentences are complicated because they include several dependent clauses and coordinating conjunction, و (and) as shown in the following table:

Table (1): Dependent clauses in Arabic and English divorce documents.

Arabic sentence/ clause	Type of Arabic clause/phrase	English translation	Type of English clause/phrase
في المجلس الشرعي	prepositional	In the legal council	prepositional
المعقود لدي	Noun phrase	convened in my presence	Relative
قاضي رام الله الشرعي	Noun phrase	Ramallah sharia/ legal judge	Dependent clause
وبعد التعريف عليهما من قبل المكلفين شرعا	Conjunction phrase	and after identification them by the legally competent	Dependent clause

... continue table (1)

Arabic sentence/ clause	Type of Arabic clause/phrase	English translation	Type of English clause/phrase
جميعهم من--- وسكانها	Noun phrase	All from and resident in	Relative clause
بموجب وثيقة عقد الزواج رقم- ----	Prepositional phrase	according to the marriage contract no- ----	Prepositional

The Arabic text mentioned above begins with a prepositional phrase which is a *mubtada'* (inchoative: the introductory subject); it is defined as the subject of a nominal sentence which introduces the statement. Every '*mubtada'*' has *khavar* (the sentence which tells about the subject). في المجلس الشرعي المعقود لدي انا ---- قاضي ---- الشرعي، حضر المكلفان شرعا. This sentence consists of (*mubtada'* في المجلس الشرعي and *khavar* حضر المكلفان شرعا); they are separated with some phrases such as "المعقود لدي انا" and "القاضي الشرعي". Then comes the conjunction clause وبعد التعريف عليهما من، قبل المكلفين شرعا، the noun phrase وسكانها من---. Then comes a full sentence تصادقا على قيام الزوجية followed by a prepositional phrase and a noun phrase. In the English translation of the Arabic text, the Arabic structure has been reflected as shown in the table above: a prepositional phrase 'in the legal counsel' followed by a relevant clause "convened in my presence"; it is considered a relative clause because there is a deleted relative pronoun 'which'. Before deletion, the sentence could read 'which is convened in my presence'. Then come a prepositional phrase 'in my presence' and a dependent embedded clause 'I, the sharia judge'. Then, a full sentence, 'received the man---'. The words and phrases, 'the Muslim', 'holding', 'all from and resident in', are formed by deleting a relative pronoun 'who'. The clause 'and after identification them---' is a dependent clause that starts with a coordinating conjunction; however, the use of the coordinating conjunction 'and' reflects the mother tongue interference; it is a literal translation of the phrase وبعد التعريف عليهما. The sentence should start with the subordinating conjunction 'after' without the use of the

coordinating conjunction ‘and’. Another impact of the Arabic language on the English translation is noticed in the deletion of the relative pronouns in the above-mentioned cases as in ‘the Muslim’, ‘holding’, ‘all from and resident in’. Translators followed the Arabic structure in the translation into English without considering the structural differences between Arabic and English. These findings are found to occur also in documents 7, 8, 10, 12, 13, 14, 15, 16, 17, 18, 19, and 20.

Dependent clauses and embedded clauses are found to occur in documents 18, 19, 8, 7, 15, and 2, for example:

" تصادقا على قيام الزوجية الصحيحة والدخول والخلوة الشرعيين بين ---- و ---- المذكورين بموجب وثيقة عقد الزواج رقم----- بتاريخ ---- المنظمة من قبل-----القاضي الشرعي التابع لمحكمة نابلس الشرعية." "

“They confirmed the existing state of matrimony, the consummation and validity of the matrimony between the mentioned ----and -----under the marriage contract no.----- on-----concluded by -----, the religious judge at the religious court” (p. 18 TT).

Table (2): Dependent clauses in Arabic and English divorce documents.

Arabic embedded clause	ST No	English translation (TT No 18, 19, 8,7,15)	TT No
المنظمة من قبل القاضي الشرعي/ المأذون	18,19,8, 7,15	concluded by -----, the religious judge/marriage officer	18,19,8, 7,15
التابع لمحكمة نابلس الشرعية	18,19,8	at the religious court	18,19,8
وعلى وقوع طلاق اولى بأئنة بينونة صغرى	7,15	occurrence of first Baena divorce	7,15
بموجب حجة الطلاق الصادرة عن هذه المحكمة	7,15	according to the acknowledgment certificate of divorce issued by this sharia court	7,15

In the above table, some of the clauses are parenthetical, which add more explanatory information as happens in documents 18, 19, 8,15, and

7, for example: التابع لمحكمة نابلس الشرعية المنظمة من قبل المأذون, or prepositional as in بموجب وثيقة عقد الزواج, or dependent starting with a coordinator as in وعلى وقوع طلاقه اولى باننة بينونة صغرى.

Here is an example of the use of coordinating conjunction ‘and’:

وفي بيت الزوجية خاطبتها بقولي لها انت طالق وكنت في الحالة المعتبرة شرعا غير مكره ولا مدهوش ولا سكران ومتمتعا بكامل قواي العقلية وقد ارجعتها الى عصمتي وعقد نكاحي اثناء عدتها الشرعية (2 ST)

At marital house I addressed her saying “you are divorce”, and I was legally competent, without being forced, astonished, or drunk. And I have returned her to my marital authority during her sharia prescribed waiting period (2 TT).

These are examples of complex sentences which comprises clauses connected with the coordinating conjunction (and و) as follows:

-	وقد ارجعتها
وكنت	عصمتي وعقد نكاحي
ولا مدهوش	وفي بيت الزوجية
ولا سكران	
ومتتمعا	

The use of several successive dependent and parenthetical clauses makes the translator use lots of connectors, relative pronouns, and other dependent clauses which makes the English sentence long and complex. The long distance between the introductory subject ‘mubtada’ and the informing part ‘the khabar’ cause readers to lose the information especially if punctuation marks are not placed correctly.

Passive Voice

The passive voice is used in Arabic divorce documents and translated in the English divorce documents as follows:

Table (3): Passive voice in Arabic and English divorce documents.

Arabic passive sentence	English translation	Document NO
وبعد التعريف عليهما شرعا من قبل المكلفين شرعا	After being identified by --- After their identification by---- After they were identified	1-3,5, 7-10, 17, 15 14,11 20
تقرر تبليغها ذلك	It has been decided to inform her duly	14
اقرر تسجيله	It has been decided to record this I hereby decide the registration of	18 12

Arabic does not prefer the use of passive voice; it seeks accuracy and avoids hiding the agent, though, passive is used in this sentence in the above-mentioned documents because the most important part is the act of identification and not the agent of identification. Translators also used the passive voice in all the translations of *تقرر تبليغها, المنظمة من قبل المأذون الشرعي*. However, in *اقرر تسجيله*, one translator used the passive, the other opted for the active.

The above passive sentences are used to express the importance of the event, not the agent. However, the active voice, which is preferred more in Arabic, is used to express the agent in important action such as ‘divorce’ as below:

Table (4): Reference of agent.

Arabic sentence	ST No.	English (Document B)	Agent	TT No.
بقولي لها انت طالق خاطبتها	2	I addressed my mentioned wife	Husband	2
ارجعتها الى عصمتي	2	I returned her to myself	Husband	2

The use of passive in translating decisions, such as *تقرر: اقرر تسجيله*, affects the role and the authority of the agent. Active is better and

more powerful in translating decision-related sentences. In Arabic, some people use a common syntactic mistake, which is *من قبل* to refer to an agent. The agent should be mentioned if the agent is known. Take for example the following two sentences, *الوثيقة التي نظمها المأذون الشرعي* compared to *الوثيقة المنظمة من قبل المأذون الشرعي*. Due to the misunderstanding of the structural differences between Arabic and English languages, it is translated into English by using the passive as in ‘the document organized by the mathoun’. Syntactically, it is more acceptable and reads more natural than ‘the document that the mathoun organized’. This use of *من قبل* is, therefore, due to a word -for -word influence from English passive structure on the Arabic language.

Nominal forms

Another syntactic feature of the Arabic legal documents under study is ‘Nominalization’. This feature exists in documents 18, 10, 7, 20, 19, 8, 9, 15, 13, 14, 16, and 17 as follows:

Table (5): Nominal forms in Arabic and English divorce documents.

Arabic nominal form	ST No	English translations	TT No
حق ودعوى ونزاع	10, 7, 8, 17, 18, 16 15 19, 12, 20	Right, lawsuit, and dispute Claim, petition, and lawsuit Right, dispute and suit Any rights	10, 7, 8, 17, 18, 16 15 19, 12, 20
الاقرار والانشاء والابراء	9, 14	Avowal	9, 14
انني ابرات ذمة زوجي	7, 15, 18, 19, 16, 17, 10, 20, 8, 13, 14, 9, 12	I absolve, acquit, exempt, exonerate, waiver, my husband from ---	7, 15, 18, 19, 16, 17, 10, 20, 8, 13, 14, 9, 12

In the above-mentioned examples, *حق ودعوى ونزاع* come under the ‘noun category’. Whereas, *الاقرار والانشاء والابراء* come under the ‘gerund category’ in *حيث صدر هذا الاقرار والانشاء والابراء*, they are derived from verbs as in: *اقرار: اقر: /avow: avowal/*, *انشاء: انشأ: /set up: setting up/and* *ابراء: ابرأ: /acquit: acquittal/*. In addition, in the sentence, *انني ابرأت ذمة زوجي*, there is a combination of *أَنَّ* and a verb. This combination makes the sentence a nominal sentence and not a verbal one. The use of nominal forms is found in both English and Arabic legal language. Therefore, there is no negative impact noticed in translation due to their use. However, in some forms such as *انني ابرأت* where it is normal in Arabic syntax to use the emphatic *أَنَّ* is omitted in the English sentence due to the absence of this structure in the English syntax. Thus, this impact is attributed to differences of language syntax norms. Another salient syntactic feature is the use of doublets as in the following examples:

Doublets (binominals expressions)

Table (6): Doublets in Arabic and English divorce documents.

Arabic doublets	ST No	English translation	TT No.
الزوجية والدخول الشرعي	7, 15, 8, 17, 15, 20	Marriage relationship and legal intercourse	7, 15, 8, 17, 15, 20
	19	Marriage and consummation	19
	13	State of matrimony and consummation	13
متمتعين بكامل قواهما العقلية، غير مدهوشين	9	Aware, of sound mind	9,
عدم الدخول او الخلوة الشرعيين	10, 14, 9	No legal consummation	10, 14, 9
عصمتي و عقد نكاحي	2, 3	I returned her back to himself/me	2, 3
	11	Returned her back to my marriage bond and resumed matrimony	11
	1	Marriage bond and contract	1

In the above doublets, every two juxtaposed words mean the same as in:

الزوجية والدخول الشرعي

بكامل قواهما العقلية وغير مدهوشين

مدهوش /madhoosh/ means the one who lost control of his mental faculties due to shyness, fear or anger where he/she is not aware of his actions or words. Sometimes there is a kind of disorder reflected in what he says or does (almaany dictionary). This definition clarifies that both “بكامل قواهما العقلية” and “غير مدهوشين” mean the same, and الزوجية والدخول الشرعي both mean the same. عصمتي وعقد نكاحي is also mentioned in documents 1, 2, 3, and 11. Documents 1, and 11. However, in table 2 and 3 a transposition is used, ignoring the importance of using doublet in stressing the information in the text.

الزوجية والدخول , in documents 1, 2 , 3, 4, 5,and 6, is translated as doublet, e.g., ‘state of matrimony and consummation of marriage, legal marriage and consummation, legal marriage and intercourse, existence and consummation of marriage, marriage relationship’. However, in document 5, it is rendered as ‘marriage relationship’. Whether the marriage happened with consummation or just a marriage contract should be explained. This is important since the pertaining rights of the wife who consummated marriage are different from the wife who did not consummate marriage.

زوجتي ومدخولتي , in documents 1, 4, 5, and 6, is rendered accurately. On the other hand, documents 4,5,6 did not reflect the fact of consummation. The use of doublet here is not accurate. Therefore, translators must use equivalent English doublets. Translators should be aware of the fact that using too many synonyms makes the translation sound redundant and read unnatural. Translators must be careful choosing and deciding words and structures usage in order to avoid unnecessary repetition.

Conditionals

Conditional clauses and sentences are sentences which use condition particles like ‘if’, ‘provided that’ to indicate condition. Sometimes

'Should' is used for example, 'should you have some questions, contact us', 'Should' here is not a modal verb; it is a condition particle.

Table (7): Conditionals in Arabic and English divorce documents.

Arabic conditionals	ST No	English translation	TT No.
ما لم تكن هذه الطالقة مسبوقة بطلقتين	7-10, 19, 18,	Unless it is preceded by two divorces	7-10,19, 18
	16, 13	provided that it is not preceded -----	16, 13
لا تحل له حتى تتزوج غيره	11	She is not permitted to him except after legally marrying	11
لا تحل له الا بعقد ومهر جديدين ما لم تكن مسبوقة منه بطلقتين	3	and she could not become his wife again except by a new contract and dowry unless preceded by two divorces	3

In the above examples, 'unless, except, if, otherwise (if not), until (up to a specific time) are all used to demonstrate the conditionality of the Arabic legal contracts.

حتى /hatta/ in this position is a condition particle. It literally means "until". However, in this position *حتى* means 'unless' which indicates the conditionality. Thus, the English meaning of the sentence is that 'she is not entitled to him/ permitted to him/ until she marries another man, or as translators of documents 11 and 2 put it as 'and she could not become his wife again unless she gets married----'.

لا تحل له الا بعقد ومهر جديدين; *ما لم تكن مسبوقة منه بطلقتين* also indicate conditionality; *لا تحل له الا بعقد ومهر جديدين* means she is not permitted to him if he does not make a new contract and provide a new dowry. *ما لم تكن مسبوقة منه بطلقتين* means if this divorce is not preceded by two divorces. Translators have to master the usage of particles of condition in Arabic like *اذا، ما لم، طالما، مقابل أن*. Some of these particles are used sometimes to express exception like *الا*. Thus, the wrong understanding of the underlying structure of the intended meaning of the particles by the translators may lead to a wrong translation into English.

Modal verbs

(لا يجوز لها ان تتزوجه) لا تحل له is a modal phrase here because it means: ‘she is not allowed to marry him’. It is mentioned in the following sentences:

Table (8): Translation of modality in لا تحل له

Arabic sentence	ST No	TT No	TT No
لا تحل له	2	and she could not become his wife again unless she gets married to another husband	2
	3	and she could not become his wife again except by a new marriage contract	3
	11	She is not permitted to him except after legally marrying.	11
	6	He shall not have the right to get back to him until she gets a new marriage	6

‘Could not’ which is used in documents 2 and 3 is not an accurate choice because it means the inability to become his wife again; it does not reflect the prohibition meant in the Arabic text. ‘Shall not’ and ‘not permitted to’ can be better choices because the use of ‘shall’ is stronger in terms of legal force.

The next modal is "ان عليها العدة الشرعية" which means: يجب ان تلتزم بالعدة ‘she shall observe the Idda’. It is used in the following documents:

Table (9): Translation of modality ان عليها العدة الشرعية

Arabic modal	ST No	TT No	TT No
ان عليها العدة الشرعية	11	she has a legally prescribed waiting period	11
	6	She shall continue her uddat	6
	1	The legally prescribed waiting period stars as of the date	1
	5,13	She must complete her legal period	5, 13

There is a phonological error in the word ‘idda’ that led to a wrong transcription of the word. The way it is transcribed, ‘udda, uddat, and iddah’, does not reflect the right pronunciation of the word. In Arabic there are three different pronunciations with different meanings for the word *عدة*. First, *عُدَّة* /Odda/ means equipment, devices outfit, gear, kit, instrument etc. second, *عدة* /ida/ means a promise. Third, *عدة المرأة* /iddat/ is the period of waiting, a period during which a widow or divorcee may not remarry. Thus, the right transcription is the last one /Iddat/.

‘She has the legal period’ in documents 7, 8, and 3; ‘has’ does not indicate any obligation; it contradicts the intended meaning of the phrase, *عليها العدة* ; here it indicates the obligation upon the instructions of Islam. Other documents like document 13, the modal verb ‘must’ is used. But ‘Shall’ is preferred to be used in legal texts; It is stronger than the use of ‘must’.

Legally speaking, the most expressing modal verb for obligations and binding instructions is ‘shall’. Therefore, ‘must and may’ could be substituted with either ‘shall’, ‘permitted to’ or ‘entitled to’.

Other syntactic features

Absolute object is a repetition of the same verb in the form of a verbal noun in order to focus more on the verb (El-Farahaty, 2010, p.74). This is found to occur in documents 20, 13, 16, 10, 9, 17, 14, 15, 8, 19, 7, and 18) as follows:

Table (10): Absolute object in Arabic and English divorce documents.

Arabic absolute object	ST No	English translation	No. of document
ابرائت ذمة	9, 14,10, 8,	I absolve my husband a total	9, 14,10, 8, 7,
----- زوجي	7, 15,16,	absolution/acquittal/	15
ابراء عاما	17	exoneration.	16, 17
مانعا	12	Categorically and totally	12
	19	Waiving is total and final	19

... continue table (10)

Arabic absolute object	ST No	English translation	No. of document
ان يطلقها طلاقا	20, 13, 16, 10, 9, 17, 14, 15, 8, 19, 7, 18	To divorce her three times/ one minor irrevocable divorce/ Baen divorce	20, 13, 16, 10, 9, 17, 14, 15, 8, 19, 7, 18

As seen above, some translators rendered it literally by using the verb and the absolute object as in ‘I absolve my husband --- a total absolution’ in documents 10, 8, 7, 15, 16, 17, and 20. Others used some idioms to render the meaning like ‘categorically and totally’ and ‘waiving is total and final’. The most accurate is the idiomatic translation used in documents 12, and 19 because other translations are influenced by the mother-tongue interference, which makes them translate literally.

Conclusion

The analysis of the differences of Syntactic features between Arabic and English matrimonial sharia court documents reveals that there are considerable differences between Arabic and English in legal Shari documents, relating to complex sentence structure, modals, nominalization, conditionality, pronouns, and passive/active voices. The analysis reveals that different syntactic features are translatable; however, the said differences in syntactic features resulted in translation difficulties and problems.

Problems are found to occur in modal verbs translation because the translators did not consider the degree of strength of modal verbs; ‘shall’ is the strongest modal preferred to be used in English legal texts; ‘may’ is also found to be stronger than ‘can’. However, translators sometimes mistranslate legal syntactical legal features, which affects legal texts translation. Sometime translators use ‘must’ or ‘may’ instead of ‘shall’; some translators misuse ‘has to’ as modal and ‘has’ as a possessive indicator. ‘Cannot’ is used to indicate prohibition even though it expresses probability, whereas the right word choice to use is ‘may’, ‘shall’, or

'entitled to'. This is found to affect the force of the speech act of obligation and makes the sentence informative and not mandatory.

Concerning verb tense, literal translation of the verb tense is found to affect the meaning because, semantically speaking, the past tense means that the action happened and finished; it has no effect in the present time. This translators' tendency is found to occur owing to the translators' mother tongue interference, which, in this case, not only affects the speech act force but also may be a ground for lawsuits against the husband later. As far as passive voice and active voice are concerned, modulation is found to be utilized by the translators according to the norms of Arabic and English languages.

Even though the absolute object does not exist in English; it is rendered literally and wrongly due to some translators' mother-tongue interference. Nonetheless, some translators were not affected with their mother tongue structure; they used equivalent idioms that could syntactically convey the same meaning expressed in the Arabic absolute object structure.

It can be concluded that problems related to translation of syntactic features from Arabic to English are problems that are caused by the translators' mother tongue interference in terms of verb tense, deletion of relative pronouns, using redundant synonyms and the literal translation of the successive dependents and parenthetical phrases which make the sentence long and complex; this make it hard for the reader to understand the meaning easily especially if punctuation marks are not placed correctly.

Implications and Recommendation

This research reveals itself to be useful for technical translation in general and legal Shari documents in particular. It provides a reference for the current and the new sworn translators who will inevitably translate divorce contracts into English to help them avoid the mistakes committed by the translators who are concerned with the current study. In addition, this study fills in the gap of the impact of the syntactic differences on legal translation from Arabic into English. This study alerts translators of Arabic- English legal translation pitfalls and helps them to avoid

mistranslation of legal language. The findings of this study can serve to improve and optimize both human translation and machine translation related to legal religious documents.

This study focuses on divorce sharia court documents in Palestine. Therefore, the study recommends that further studies on the understanding of legal syntactic features translatability and their influence on readers' comprehension, and other types of legal documents such as partnership, custody...etc. be carried out in order to have general concepts on syntactical legal features translation.

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Conflict of Interests

Authors declare that they have no conflicts of interest.

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