

ATILIM UNIVERSITY
GRADUATE SCHOOL OF SOCIAL SCIENCES
DEPARTMENT OF TRANSLATION AND INTERPRETATION
TRANSLATION AND INTERPRETATION MASTER'S PROGRAMME

**TEXTUAL ASPECTS OF THE TRANSLATION OF LEGAL TEXTS FROM
ENGLISH INTO ARABIC: A CASE STUDY OF EGYPTIAN-ISRAELI
PEACE TREATY**

Master's Thesis

Sazan Kalamerd

ANKARA – 2020

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Supervisor

Prof. Dr. N. Berrin Aksoy

Ankara – 2020

ACCEPTENCE AND APPROVAL

This is to certify that this thesis titled “Textual Aspects of the Translation of Legal Texts from English into Arabic: A Case Study of Egyptian-Israeli Peace Treaty” and prepared by Sazan Sherwan Hasan Kalamerd meets with the committee’s approval unanimously as Master’s Thesis at the School of Social Sciences, Department of Translation and Interpretation in the field of Translation Studies following the successful defense of the thesis conducted on June, 18, 2020.

Asst. Prof. Dr. Ayşe Şirin OKYAYUZ (Jury Chair)

Prof. Dr. N. Berrin AKSOY (Supervisor)

Asst. Prof. Dr. Gökçen HASTÜRKOĞLU (Jury Member)

Prof. Dr. Dilaver TENGİLİMOĞLU (Director)

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- I presented all information, documents, evaluations and findings in accordance with scientific ethical and moral principles,
- I cited all sources to which I made reference in my thesis,
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Sazan Sherwan Hasan Kalamerd

--/--/2020

ÖZ

KALAMERD, Sazan. Hukuk metinlerinin İngilizceden Arapçaya çevirisinin metinsel yönleri: Mısır-İsrail Barış Antlaşması örnek çalışması, Yüksek Lisans Tezi, ANKARA, 2020

Hukuki metinlerin çevirisi ile ilgili bir alan olduğundan ötürü, hukuk çevirisi çeviri çalışmaları içerisinde en ileri düzeyde olanlardan biri olarak değerlendirilir. Hukuk dili çevirmenin kesin anlamı hedef dile daha büyük bir kesinlik içerisinde aktarmasını gerekli kılan karmaşık bir dildir.

Mevcut çalışma İsrail -Mısır Barış Antlaşması'nın sözlüksel terimlerinin alternatif bir çevirisi yapmayı amaçlamaktadır. İsrail -Mısır Barış Antlaşması İsrail ve Mısır'ın gelecekteki ilişkilerinin güçlendirilmesinde önemli bir rol oynamış olmasından ötürü örnek olay olarak seçilmiştir.

Mevcut tez "İsrail-Mısır Barış Antlaşması"nda geçen sözlüksel öğelerin analizini temel almaktadır. Bu antlaşma 1979 yılında imzalanmış ve İsrail Dışişleri Bakanlığı'nın resmî web sitesinde İngilizce ve Arapça dillerinde yayınlanmıştır.

Mevcut çalışmanın analitik yönleri temelde Vinay ve Darbelnet çeviri yöntemlerine dayanmaktadır. Yapılan analizden elde edilecek bulgu ve sonuçlar İsrail-Mısır Barış Antlaşması'nda yer alan sözlüksel öğelerin hedef metne daha uygun olacak alternatif bir çevirisini önermenin mümkün olup olmadığını netliğe kavuşturacaktır.

Anahtar Sözcükler: Çeviri, Hukuk Çevirisi, Hukuk Metinleri, Hukuk Dili, İngilizce Hukuk Dili, Hukuk Çevirmeni, Uluslararası Antlaşmalar, İsrail-Mısır Barış Antlaşması, Çeviri Yöntemleri.

ABSTRACT

KALAMERD, Sazan. Textual Aspects of Translation of Legal Texts from English into Arabic: A Case Study of the Egyptian-Israeli Peace Treaty, Master's Thesis, ANKARA, 2020.

Legal translation is considered one of the most advanced fields in translation studies because it is a field related to translating legal texts. The language of law is a complicated language that requires more precision from the translator to convey a precise meaning to the target language.

This study aims to conduct an alternative translation of lexical terms of the Israel-Egypt peace treaty. The Israeli-Egyptian peace treaty is chosen as a case study as it has played a significant role in strengthening future relations between Israel and Egypt.

This thesis is based on the analysis of the lexical items in the "Israel-Egypt Peace Treaty". This treaty was signed in 1979 and published in English and Arabic language on the official website of Israel's Ministry of Foreign Affairs.

The analytical aspect of this study is mainly based on Vinay and Darbelnet's methods in translation. The findings and results of the analysis will clarify whether it is possible to propose an alternative translation of lexical items in the Israeli-Egyptian Peace Treaty that would be more appropriate to the target text.

Keywords: Translation, Legal Translation, Legal texts, Legal Language, English Legal Language, Legal Translator, International Treaties, Israel-Egypt Peace Treaty, Translation Methods.

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LIST OF ABBREVIATIONS

ST: Source Text

TT: Target Text

EU: European Union

BT: Back Translation

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INTRODUCTION

1.1. Background of the Study

With the growing impact of globalisation at the present time, the need for professionalism in translating laws has become crucial in the world. Cao (2007) defined legal translation as “used as a general term to cover both translation of law and other communications in the legal setting” (Cao, 2007, p. 12). Translation of the law usually done by specialised law translators and translators must adhere to the directives, guidelines and binding rules of the law. ""

Legal translation is one of the most complex types of translation studies. The purpose of legal translation is to convey the legal text from its original language to another language. It is the translation of contracts, treaties and legal documents by specialists in translating legal issues.

Legal translation requires professional, experienced translators in the legal translation field. Due to the nature of the legal texts, the legal translators must possess deep experience of law and the judiciary terms besides having sufficient experience in the legal field.

The Israel-Egyptian peace treaty is taken as a case study since it has played a crucial role in strengthening the future relations between Israel and Egypt. Also, it is significant as a political document and as a subject of translation.

In this thesis, lexical items of the Israel-Egypt peace treaty will be analysed, and an alternative translation will be proposed to produce a more adequate translation for each item. However, the analytical aspect of this study will be conducted in the framework of Vinay and Darbelnet’s methods in translation studies.

This thesis aims to analyse lexical units of the Israel-Egypt peace treaty which is translated from English to Arabic. More appropriate translation methods will be proposed according to the nature of the Arabic legal language.

1.2. Purpose of the Study

The purpose of this paper is to examine the nature of legal language in the Israel-Egypt peace treaty, and to conduct analysis of the source text and target text to

clarify the Arabic words or expressions translated inappropriately and suggesting more suitable methods for these lexical items according to Vinay and Darbelnet's procedures.

1.3. Research Questions

- Is it possible to conduct an alternative translation of lexical terms in the Israel-Egypt peace treaty that can be more suitable?
- The research aims to explain whether or not translators are governed by norms during the act of translation. How this affects the resulting product?
- Which legal translational terms between English and Arabic may become standardized?
- How translation experts can use this phenomenon to standardise Arabic equivalents of English legal terms in an attempt to minimize the damage done by misinterpretation of international documents?

1.4. Hypothesis

This thesis proposes that the translation of lexical terms can be replaced by a more appropriate translation which is more compatible with the nature of Arabic texts.

1.5. Limitation and Assumptions of the Study

This thesis is based on the analysis of the lexical items in the Israel-Egypt Peace Treaty and to conduct more appropriate translation by using Vinay and Darbelnet's methods in translation studies.

The peace treaty between Egypt and Israel was chosen as a case study for two main reasons: first, the influence of this treaty on the strengthening future relations between

Egypt and Israel after a 30-year war. Secondly, it is important as a political document, and as a subject of translation. This treaty was signed in 1979 and published on the official website of Israel's Ministry of Foreign Affairs.

The treaty is translated from English to Arabic - the units chosen from the peace treaty include a complicated and problematic part to be able to achieve an alternative translation of lexical terms in the treaty.

THEORETICAL BACKGROUND

2.1. Background of Legal Translation

Language is a tool for communication between people and different nations representing their culture and history. Also, it reflects their development in all aspects of life. As we live in a globalised world, the role of translation becomes uppermost in keeping up with civilised progress and the continuity of intercultural communication. Translation is the process of transferring words and information from one language to another while preserving the same meaning of the original language. Hence, it is a way to eliminate the obstacles that prevent people from interacting with each other.

The origins of the legal translation date back to the conflict and wars between Egypt and Mesopotamia during the early Eurasian age. The Egyptian Hittite peace treaty was established by Egyptians in 1271 B.C. and translated into Egyptian. Some versions of it were found in Egyptian temples and others in the Hittite capital Bogazkoy. No original text has been found to this day (Sarcevic, 1997, p. 23).

One of the most difficult and challenging tasks in the field of translation is legal translation. Legal translation plays a significant role in all our lives in one way or another because of the increasing demand for free movement of people, capital, and goods. For instance, international trade and the success of the single European market and the European Union partly rely on translation (Sarcevic, 1997, p. 1). Legal translation has become a part of the needs of mankind, especially in our global world, where international communication between countries has ascended to understand the laws and culture of other countries. As Cao (2007) explained the importance of legal translation by saying “The translation of law has played a very important part in the contact between different peoples and different cultures in history, and is playing an even more important role in our increasingly globalized world” (Cao, 2007, p. 1).

Each country has a different culture and different legal system which varies from one country to another. Understanding the legal system of each country is difficult without legal translation because it involves translation documents adopted by official bodies. Also, legal translation plays a substantial role in intercultural

communication and institutional development in various countries (Cao, 2007, p. 3). Based on Cao's speech, legal translation is characterised by its connection with law as a social phenomenon that aims at regulating the relations of individuals with others or with institutions, whether national or international. The profession of legal translators is not just finding semantic and linguistic equivalence, but they must have enough expertise to produce an understandable idea for the target text readers.

The need for legal translators is continually increasing. The demand for a translator who develops his/her experience has increased due to the constant addition of new laws over the years. Law also established in various legal texts that are binding like contracts and official documents between countries. These texts are drafted in specialised legal language which requires full knowledge from the legal translator and they must promote their profession and achievements. Translators should be aware of the grammatical and linguistic features of both languages to avoid any mistranslation or misunderstanding that could occur during the translation process.

Unlike ordinary language, legal texts contain legal content written in a very complicated language with distinct linguistic and grammatical features. Also, it's a translation of two completely different legal systems, which creates difficulty in finding equivalent meanings of the terms or expressions in two languages. David and Brierley (1978) claim that “Each legal system has a vocabulary used to express concepts, its rules are arranged into categories, it has techniques for expressing rules and interpreting them, it is linked to a view of social order itself which determines the way which the law is applied and shapes the very function of the law in that society” (David & Brierley, 1978, p. 18).

Adequate translation is translation that conserves the same style and manner as the source text. The target text should contain the same features of the source text. Tyler, (1907 2007) (as cited in Huang, 2015), confirmed that a good translation “should be of the same character with that of the original”, and also “ should have all the ease of original composition” (Huang, 2015, p. 22). This will give the audience a chance to get to know more about another language or culture of TT.

Successful legal translation is significantly affected by the translator's skilfulness while translating legal texts with different legal systems or cultures. Chroma (2013) confirmed that “The quality of legal translation is fully and primarily dependent on the ability of a translator to adequately interpret the original text and to transpose it into the language and legal culture of the recipient” (Chroma, 2013, p. 49). It relies on a translator to produce a translation of high quality, in which the translator concentrates on preserving the same meaning of the ST.

Sarcevic (1997) explained that the “goal of legal translation is to produce a text that will preserve the unity of a single instrument by guaranteeing its uniform interpretation and application” (Sarcevic, 1997, p. 72). So, legal translators should translate legal texts by taking account of all aspects of the language.

Because of the complexity of the language used in law, other people can't grasp the meaning unless they study the legal terms or law in general. It is a translators' responsibility to clarify the vagueness of the legal texts to the readers.

Translators are required to translate for the layman documents like birth certificates, death certificates, reports from police in the case of child custody, also marriage and divorce papers (Edwards, 1995, p. 107). These documents are considered less complicated than private legal documents such as deeds, contracts, agreements, leases, wills and other texts like power of attorney, statutory declaration and pleadings (Doorslaer & Grambier, 2010, p. 139). These documents are more challenging for translators and require expertise and training.

In legal translation, dictionaries will not be enough to achieve a perfect translation. Translators must be expert in knowing the meaning behind the terms or expressions. Additionally, it is a translation of two different legal languages with totally different legal systems. The translator's difficult task is to know the meaning of foreign terms that belong to the legal system of a country. Each language possesses a special culture with distinct faith, principles and beliefs that create several barriers during the legal translation. The translator's skills and background should consist of full knowledge of two different legal systems. As Cao (2007) explained: “It is commonly acknowledged that legal translation is complex, and it requires special skills, knowledge, and experience on the part of the translator to

produce such translation” (Cao, 2007, p. 3). Translators require a deep knowledge of each legal system and special abilities to produce an accurate translation from one language to another. Shiyab (2017) similarly stated that:

“Legal translation is not simple, because any misinterpretation or mistranslation of a legal text can lead to jail or lawsuit. Also, the language of legal texts is very precise and requires a good understanding. Therefore, translators have to be familiar with the legal system of both languages. They should also have knowledge of the target language culture and good knowledge of the relevant disciplines and subject matters” (Shiyab, 2017, p. 49).

The most significant and dangerous thing about legal translation is that it fundamentally involves translating cases filed by individuals and companies in law courts. Hence, any mistranslating of the concepts or expressions completely changes the whole meaning of the filed case, which can lead to rendering an unfair verdict by the judiciary. This kind of misunderstanding leads to the defamation of legal translators and legal translation as well.

Therefore, the legal translator must have sufficient experience in the provisions of the laws. And this requires legal translators to have a good background in the target language culture as well as a legal background in the source language and target language systems.

2.2. Types and Characteristics of Legal Texts

The nature of legal language makes the process of legal translation different, as mentioned by Cao (2007) in her study. Legal translation “refers to the rendering of the legal texts from the SL into the TL” (Cao, 2007, p. 10). According to Cao, legal translation is a translation of convoluted texts within the field of law because each country has its legal systems that are entirely different from the legal systems of other countries.

What further complicate the translation of legal texts are the different cultures and laws of each country which makes legal translation more challenging than it should be.

Even if two countries use the same language, there will be dissimilarity between them. The content of legal texts consists of binding rules that are related to the culture of that country. Legal translator's profession is not just translating two distinct languages, but translating two languages with two completely different legal systems (Bajčić & Basaneže, 2016, p. 215). Each legal system is based on limited cultural principles. A translator should take into consideration the cultural differences and the different binding laws of each country to avoid any confusion in the translation process.

There is a difference of opinion in the use of legal text by specialists and non-specialists in the legal field. Sarcevic (1997) mentioned that “a legal text can be regarded as a communicative occurrence between specialists intended to serve a particular function” (Sarcevic, 1997, p. 9). According to Sarcevic, the language of legal texts is comprehensible only by specialists, so they can communicate according to their ability to understand legal terms and expressions.

On the other hand, Harvey (as cited in Cao,2007) argues that “The restriction in Sarcevic’s legal texts for specialists only disqualifies some text types that make up a large part of the legal translator’s workload in real life private agreements and correspondence between lawyers and clients” (Cao, 2007, p. 9). According to Cao, the use of legal texts is not only restricted to specialists in the law field, but it could be used by specialists and non-specialists as well.

Legal texts are hard to understand because of the technical vocabulary, archaic expressions, complex and long sentences, the existence of nominalization, etc. For long and complex sentences, El-Farahaty (2015) mentioned an example from (Partnership contract, article45). The example is as follows:

“The contractor shall implement and maintain appropriate technical and organizational measures so as to prevent destruction, damage, loss or alteration... and the contractor shall provide the council with such information as it may require to satisfy itself that the contractor is complying with such obligations” (El-Farahaty, 2015, p. 25).

Several complicated writing techniques are used in this example. For example, the existence of the repeated sentences with the same meaning, such as:

'The contractor shall implement and maintain appropriate technical and organizational measures', and 'the contractor is complying with such obligations...'

On the other hand, the use of nominalised forms like: “destruction, damage, loss”, the use of lexical chain like to “prevent destruction, damage, loss or alteration”. In addition, the use of a high number of conjunctions can also be noticed like “and”, “so”, “so as to” and subordinating conjunctions such as “that”, “which”.

Legal texts come in several types such as contracts, agreements, wills, and other texts like a statutory declaration, power of attorney, statements of claims, pleadings and lawyer's advice to clients. Translating these texts will create obstacles to translators during the translation process (Cao, 2007, p. 83). The legal language is very convoluted to the readers. A legal translator must have full knowledge of all kinds of legal texts. The diversity of legal texts could be one of the challenges that legal translators encounter during their careers. Various types of legal texts are written according to the place that they are produced in.

On the other hand, Sarcevic (1997) divided legal texts into many types: (1) Prescriptive texts that include laws, regulations, codes, contracts, treaties, and conventions, are usually binding laws, for instance, the legislation in the bilingual jurisdictions of Canada and Hong Kong, multilingual legal instruments of the UN, and multilingual laws of the EU. (2) Descriptive and prescriptive texts, for instance, judicial decisions and legal instruments that relate to judicial and administrative procedures like requests, pleadings, briefs, appeals, actions, petitions, for instance, a statute written in French in the bilingual jurisdiction of Canada is translated to English or vice versa where both the French and English versions are equally authentic. (3) Purely descriptive texts involving scholarly works produced by legal scholars like legal opinions, law textbooks and articles. Also, the texts related to a legal scholarship or doctrine, the authority of which varies in different legal systems (Sarcevic, 1997, p. 11). The translations of these types of documents are used by clients who do not speak the language of the court, for example, statements of claims, or by lawyers and courts who may not be able to access the original such as contracts, correspondence or other records and documents.

As noted above, the legal language does not specialise only in particular types of texts, but is used in different cases in different legal systems. This classification of texts is one of the reasons that make translators face obstacles while translating. It requires extra experience in all aspects of the law to tackle all the problems they face. Legal translation is not just conveying the meaning of expressions and terms between nations, but is tightly connected to culture.

Houbert (2005) (as cited in Ngarambe & Telesphore, 2015) explains the influence of culture on legal translation when he says that:

“There are terms which have a functional equivalent. The terms which include, for example, Lord of Chancellor, Home Secretary, and Appeal Court, etc. refer to institutions and functions which are absolutely source culture-bound but which bear some similarities with target culture institutions” (Ngarambe & Telesphore, *ractical Challenges in Customary Law Translation: The Case of Rwandas Gacaca Law*, 2016, p. 44). There are many specific designations and names in different cultures that belong to that culture, so the translator should be familiar with all aspects of the language he/she is translating.

House (2009) (as cited in Ko & Chen, 2015) similarly confirmed that:

“Translation is not only a linguistic act; it is also a cultural act, an act of communication across cultures. Translating always involves both language and culture simply because the two cannot really be separated. Language is culturally embedded; it both expresses and shapes cultural reality” (Ko & Chen , 2015, p. 194).

Each language has its legal features, linguistic structures, legal concepts, legal norms that are distinct from another language in which these features represent each society and distinguish it from another.

Because of the cultural differences, some concepts and terms are unable to be translated. However, there are a lot of views on attempts to find the equivalent elements between ST and TT. Studies proved that it is impossible to achieve a translation with full equivalence in all aspects. Nida (1964) emphasised that:

“Since no two languages are identical, either in the meanings given to corresponding symbols or in the ways in which such symbols are arranged in phrases

and sentences, it stands to reason that there can be no absolute correspondence between languages. Hence there can be no fully exact translation. The total impact of a translation may be reasonably close to the original, but there can be no identity in detail” (Nida, 1964, p. 156). These features create an ambiguity in the legal language, and there is a demand for clarifying these texts by legal translators so that the layperson can understand them.

2.3. International Treaties: Israel - Egypt Peace Treaty

Treaties are formal agreements concluded between sovereign states. They are compulsory agreements between countries. Treaties may be given diverse names like international agreements, protocol, convention, convention, pact, or exchange of letters (Sarcevic, 1997, p. 195). Cao (2007) mentioned three types of Treaties:

“(1) general multilateral treaties open to all states or all members, for instance, the charter of the United Nations, (2) treaties that establish a collaborative mechanism for states to regulate or manage a particular area of activity, for instance, the UN convention of the law of the sea, (3) bilateral agreements between two state parties” (Cao, 2007, p. 139).

Treaties include various matters, such as territorial borders, trade, political alliances, and more.

The Egyptian-Israeli Peace Treaty is the first peace treaty signed between an Arab country and Israel. The treaty was signed by Egyptian President Anwar Sadat and Israeli Prime Minister Menachem Begin in the presence of UN President Jimmy Carter in Washington, D.C on 26 March 1979.

The main goal of the treaty was reciprocal recognition, end of the war that had lasted since the 1948 Arab-Israeli war, freedom of passage of Israeli ships through the Suez Canal and the recognition of the Strait of Tiran and the Gulf of Aqaba, international waterways, the complete withdrawal of Israel of its armed forces and civilians from the Sinai Peninsula that was occupied by Israel during the Six-Day War in 1967, and Egypt agreeing to leave the area demilitarized zone.

A peace treaty between Egypt and Israel led to the end of 30 years of war, Egypt restored the Sinai Peninsula in 1982 and the dismantling of the Israeli

settlements on the Peninsula. In return, Egypt offered to end hostilities and establish diplomatic, economic and cultural relations.

This treaty deals with the political and economic issues that play a fundamental role in consolidating the relationship between the two countries. These issues include borders, security, territorial waters and trade. So, the legal translators are expected to be fully aware of the contextual background of these kinds of documents.

With the establishment of Israel in 1948, conflicts and wars emerged between Israel and Palestine, and with other neighbouring Arab countries. There was a need for peace between neighbouring countries after many years of wars. Egypt was the first Arab country that signed a treaty to end the war with Israel, which led to the emergence of peace and establishing friendly relations between them, as well as building a new future for the Middle East.

2.4. Common Features of Legal Language

Unlike ordinary language, Legal language is a formal language used by specialists in law including lawyers. It is specified for legal cases and unused in daily life. It is a language consisting of terms and concepts bound to the law of a particular society. As Cao (2007) stated “Law and legal language are system-bound, that is, they reflect the history, evolution, and culture of a specific legal system” (Cao, 2007, p. 23). According to Cao, every legal language reflects the history and culture of a particular society.

Legal language is considered archaic language. This old-style pertains to the stability of laws that has remained in force for decades. Legal writing employs many old terms and expressions.

Due to the preservation of old terms and expressions, legal language is written in a formal and complicated manner. Mattila (2007) mentioned that “jury instructions were earlier written in a formal and complicated way, causing serious problems of comprehension”. The formality and complexity of legal language led to making it incomprehensible to laypeople.

Because of the privacy of the legal documents, legal language is a formal and cold language with no feelings or emotions. For this reason, the writer will not use exclamation or questions marks. (Mattila H. , 2007, pp. 58-299).

The nature of the formal language comprises of many formulaic expressions such as your Honour, your Majesty (in courts). Oath and swearing include highly formulaic expressions. For instance, the sentence “I do solemnly swear to tell the truth, the whole truth and nothing but the truth” (El-Farahaty 2015 p.22) In the previous example, each phrase has almost the same meaning. These formal uses confuse the translators and cause problems while translating them.

In addition, Bhatia mentioned the main types of legal writing including: (a) Academic legal writing: as in law journals, (b) juridical legal writing: as in court judgments, (c) Legislative legal writing: as in laws, regulations, contracts, and treaties (Butler, 2015, p. 19).

2.5. English Legal Language

English is the fundamental language used in law, international trade and communication between countries. English legal language is distinct from the ordinary language concerning its terminologies and the structure of the sentence. It's the language used by persons in the field of law and used by lawyers, jurists, official legal documents, and contracts. Many changes have occurred in the English legal language as a result of several historical events and circumstances that have led to many cultural changes in the English language of British society. Many foreign terminologies and archaic sentences emerged in the English language that is used today.

2.6. The Influences on English Legal Language

The early developments in English legal language were the result of several invasions of Britain which had influenced the English language. Invasions by the Germanic tribes included Angles, Jutes and Saxons who originated the language called Anglo-Saxon language or Old English.

2.6.1. Anglo-Saxon influence

Anglo-Saxons developed terminologies which have remained unchanged until today, which include words such as: bequeath, goods, guilt, land, manslaughter, murder, right, sheriff, steal, swear, theft, thief, and word. These terms have become part of the English legal system and many aspects of English society.

One of the most substantial terms still used is the term “witness” that initially meant “knowledge”, but in modern English it indicates humour more than knowledge (Tiersma P. M., 2000, p. 10). Anglo-Saxon remained the spoken language in England and eastern and southern Scotland until Christianity appeared.

2.6.2. Latin influence

From 597, with the impact of Christian missionaries, Latin was used as a legal language and the use of terms such as client, conviction, legitimate, admit and mediate in the English language, as well as the word “clerk” that meant “priest”.

However, the clerk in modern English refers to a person who writes and records the official document of a court. With the establishment of the Roman Catholic Church, Latin terminologies began to be widely used in the English language in England. Since the church was responsible for matters relating to people's lives such as marriage and families, many legal documents and contracts were written in the Latin language.

Latin words may be translated and may remain untranslated in some texts. For instance, these examples commonly used in legal texts as *aforetiori*, *apriori*, *ad hoc*, *ad hominem*, *ad referendum* (Haigh, *Legal English*, 2004, p. 239).

2.6.3. French influence

In 1066, William, the Duke of Normandy, also known as William the Conqueror invaded England. This invasion led to a radical change in the cultural and political orientation of England. The language was spoken by French Normans, which led to the emergence of a huge number of French words in the English language. During this time, French began to be used in all of the works of the government in England.

However, the influence of the Norman invasion was not temporary. It was the founding of modern English, and its influence has continued to the contemporary world. An enormous number of French words are used by government such as authority, chancellor, council, country, crown, exchequer, minister, nation, people, power, state, govern, government, realm, reign, and sovereign (Tiersma P. M., 2000, p. 17). French was the language of power for centuries, and the Roman conquest is considered one of the events that led to the development of the English language.

2.7. Features of English Legal Language

2.7.1. Lexical features

2.7.1.1. Archaic terms

English legal language has gone through many circumstances that were the reason for its development during various periods. However, the documents and the old legal records differ from those used today. In all events, the language of law remains complex and usually difficult for the readers. Due to these events, English legal language has several qualities that distinguish it from ordinary language. English legal language comprises of archaic terms and expressions, for instance: hereof, thereof, and whereof, as well as a lot of derivatives, such as: -at, -in, -after, -before, -with, -by, -above, -on, and -upon. The existence of these terms and expressions is due to the influence of the old English language, which led to preserving these old expressions in legal language. These terms are usually used in an official language such as language of law and official documents.

The use of these expressions was in order not to repeat the name of things in document. For example: the “parties hereto” instead of “the parties to this contract” (Masry Zidan, 2015, p. 40).

In addition, English legal language comprises technical terms that are unfamiliar to the layman such as waiver, restraint of trade, restrictive covenant, and promissory (Haigh, 2015, p. 58). Legal translators must be fully aware of the meaning of these words and how to translate them accurately.

2.7.1.2. Ordinary meaning vs. legal meaning

Legal texts consist of many terms that have technical legal meaning and also general meaning. Accordingly, the legal translator's role is to perceive the legal meaning and distinguish it from its ordinary meaning before translating the terms in the target language.

For example, in the case of translating legal texts like English contracts or documents relating to law, terms like “consideration”, “offer”, “assignment”, “performance”, and “remedy” will occur in these legal documents. These terms have the meaning of everyday language, at the same time they have a legal meaning as technical terms and they refer to a particular legal meaning in contract law.

In English contract law, the word “consideration” doesn't mean thought or thinking as in everyday language, but it means the price paid. “Offer” indicates the promise while constituting an accepted agreement. “Assignment” in contract law refers to conveying the property or right. “Remedy” doesn't have the meaning of solving problems, it also has the meaning of breaking the rules of law like injunction or damages.

The term “performance” refers to the act of doing what is required by contract. The term “specific performance” is used when the parties don't carry out the agreements. They force the breaching party to compensate such a party for all damages.

2.7.1.3. Words with multiple meanings (Synonyms)

There are many terms with various meanings in legal language, for example, the word “equity”. According to the dictionary Merriam-Webster, the word “equity” has multiple meanings: (1) The state, quality, or ideal of being just, impartial, and fair. (2) In legal language: (a) Justice applied in circumstances covered by law yet influenced by principles of ethics and fairness. (b) A system of jurisprudence supplementing and serving to modify the rigour of the common law. (c) An equitable right or claim. (d) Equity of redemption. (3) The residual value of a business or property beyond any mortgage thereon and liability therein. (4): (a) the market value

of securities less any debt incurred. (b) Common stock and preferred stock. (5) Funds provided to a business by the sale of stock.

The word “equity” referred to the rules of justice, but it has various meanings in the modern age. While translating, translators must concentrate on recognising the exact meaning of these terms according to the context that it is used in and distinguish it from its ordinary meaning (Cao, 2007, pp. 67-68).

The translator is responsible for producing a well-qualified translated text. It is a challenge for translators to translate such complicated documents. Also, the translator's creativity, expertise and skills must be sufficient to translate these terms, with the ability to comprehend the exact meaning of the words and present them creatively in the TT.

In addition, the language of law contains many synonyms, some of which are similar but different in the law. This creates obstacles during the translation process. Cao (2007) explains her words by giving examples of synonyms with various meanings. For example, the term “encumbrance in English property law which refers to “mortgage”, “charge”, “pledge”, “lien”, “assignment”, “hypothecation”, “security interest”, “title retention”, “preferential right” or “trust arrangement and any other “security agreement or arrangement”. All of these words are synonyms, but they don't have the same meanings (Cao, 2007, p. 73). All these synonyms have a distinct meaning and differ from each other. Translators may make mistakes in knowing the meaning of these words. The translators have to know the meaning of each term in detail in the legal dictionary, and they must deeply study the synonyms of the language of law because it is inherently ambiguous and generally incomprehensible.

The synonyms in legal texts give multiple meanings according to the context that they are used in. It requires translators to be more familiar with these terms to avoid any mistakes in the translation process. That's the reason why this is considered another obstacle in legal translation.

2.7.1.4. Lack of punctuation

Another feature of English legal language is the lack of using punctuation marks in drafting legal documents. This makes it difficult to read and understand the

content of the text and the sentences look ambiguous to the readers. Examples of unpunctuated sentence include: “this man said the judge is a fool”, “women without her man would be a savage”. These two sentences seem ambiguous and not fully understood, it would seem more obvious if it were with punctuation, for example: “this man, said the judge, is a fool”, “woman - without her, man would be a savage” (Haigh, Legal English, 2015, p. 12).

Previously, there was a belief among rulers and lawyers that the meanings of words and content of the text were more important than punctuation, but with the development of the English language, punctuation is used to understand and determine the meaning of the English language.

2.7.1.5. Doublets and triplets

In legal language, some phrases consist of more than one word, which are called Doublets and Triplets. These phrases are two or three terms joined by a conjunction and used as a single legal concept in legal drafting. The mix of languages in early legal documents is the reason for using these phrases. Doublet phrases are seen in examples such as aid and abet, all and sundry, attached and annexed, ask and answer, deem and consider, each and all, fit and proper, have and hold, legal and valid, true and correct, totally null and void, peace and quiet, son and heir, terms and conditions, last will and testament. Triplets such as: cancel, annul and set aside - ordered, adjudged and decreed - signed, sealed and delivered (Ingels, 2006, p. 60). Each pair of these words possesses the same meaning, which is why these phrases are problematic. A legal translator must translate each of these words that give the same meaning. Many experts consider these unnecessary phrases confuse the translators, and they advise that they should be avoided.

2.7.1.6. Repetition of words

Each pair of these words refers to a particular meaning, and this is one of the other techniques of legal writing because it is a language that has been influenced by languages and a lot of accumulated laws that are not allowed to be changed. languages and a lot of accumulated laws that are not allowed to be changed.

Also, there are sentences in legal contract which are complicated; for instance, the sentence: “therefore, for and in consideration of the premises and covenants herein contained, the parties hereto agree and contract as follows' is considered too long because it could be put simply thus 'the parties agree to the following” (Mattila H. E., 2016). In this sentence, many repeated expressions are observed, which will increase the complexity of sentences. Another example of the repeated phrase is 'Insider trading' that has been repeated many times as in this instance:

- the SEC has reinforced the insider trading restrictions with the promulgation of Rule
- 14e-3 of the SEC, an independent provision prohibiting insider trading in connection
- with tender offers. Congress has further reinforced these trading restrictions by
- providing the SEC with the power to seek a treble penalty under the Insider Trading
- Sanctions Act of 1984(ITSA). This legislation empowers the SEC to base
- enforcement actions on any recognized theory of insider trading restriction” (Gibbons & Turell, 2008, p. 109).

In this text, the expression “insider trading” has been repeated many times, and the scholars prefer that the legal translator tries as much as possible to avoid repetition and give the main idea in translation. Despite the need for repetition in some cases, it may be much harder for translators. For instance, in the case of Finnish language, it is a language that doesn't have a lexical layer from historical periods, so the translators encounter difficulties to attain equivalent meanings for the repetition terms which may lead them to commit many mistakes in translation (Mattila H. , 2007, p. 234). Therefore, the problem of repetition in the language of law is one of the challenges that translators face in translating legal texts. It is a translator's task to be highly skilful to be able to avoid this kind of problem and try as much as possible to find alternative solutions.

2.7.1.7. Legal jargon

Legal jargon is a language that consists of terms and expressions used only by lawyers and people work in the field of law. Garner (2011) defined jargon as:

“Jargon refers to the language spoken and written that members of any social, occupational, or professional group use to communicate to each other. The term refers to the full range of specialized vocabulary, devised by lawyers to save themselves time and space in communicating with each other, and sometimes even to conceal meaning from those uninitiated into the law” (Garner, Garner's Dictionary of Legal Usage, 2011, p. 490).

The purpose of using this kind of language, which consists of strange and unusual synonyms, is to hide some legal issues or to be able to communicate with each other more quickly and save time.

For instance, the term “annul” refers to declare something, such as a contract or marriage, no longer legally valid. And the term “bequest” refers to hand down as an inheritance property other than land. Another term that is used only in legal documents is the term “emoluments” which means a person's earnings, like salaries, fees, wages, profits. And the term “provenance” refers to the origin or early history of something. (Haigh, 2004, p. 16).

It's impossible to find jargon terms in ordinary language, they are special terms used by specialists and professionals in the legal field. The existence of jargon terms is considered a challenge in the translator's profession. For a legal translator, to translate these words, the translator must have additional knowledge and information about both societies, and also the structure of both languages (Ngarambe & Telesphore, 2016, p. 44).

Translators should have more knowledge about the terms and concepts of both societies of the ST and TT, so they can properly translate them.

2.7.2. Syntactic features

2.7.2.1. Personality

English legal language is famous for using pronouns, which usually leads to ambiguity of reference. For example, in the sentence “Bill thought he should be more productive”, the pronoun may indicate Bill or any male that is not mentioned in the sentence (Tiersma P. , 2012, p. 91).

Such sentences do not give a specific and clear meaning to the translator or interpreter, causing ambiguity and difficulty in understanding them. Translators should be careful to avoid this problem and find solutions and the right meaning for these complex phrases.

2.7.2.2.Length and complexity

English legal language is famous for having long and complex sentences. In some cases, the number of words of one sentence may be one hundred words before it ends. For instance, Blackstone's Commentaries comprise of an appendix that produced a legal agreement from the year 1747, in which one sentence consists of 1,463 words before the sentence ends. The sentences include one clause in another, which make the sentences more complicated. Consequently, it creates syntactic problems. Taking a sentence from California jury instruction can be given as an example: “do not assume to be true any insinuation suggested by a question asked a witness” (Tiersma P. M., 2000, p. 252).

Due to the length of a series of overlapping sentences, sentences in legal language are usually longer and more complicated than others. This characteristic in legal language is seen as a challenge to the legal translator. A legal translator must study deeply and understand all the techniques of legal drafting before translating any text.

Legal language, often complex, is used in official documents, in courts and by lawyers. It is a difficult language for the non-specialist in the legal field. The language of law consists of long sentences and an enormous number of unnecessary words, an archaic language comprising of uncommon and formulaic expressions which has to the emergence of the plain language movement.

All of these complexities are considered as a challenge for a legal translator so translators should pay more attention to the legal concepts before commencing translation.

2.7.2.3. Word order

In legal English, there is also the use of phrasal verbs. For example, you put down a deposit, parties enter into contracts (Haigh, 2004, p. 15). These phrases must be studied well by the translators. Prepositions in these phrases can give more than one meaning to the verb, causing a problem for the translators if they do not specify its correct meaning. Also, the phrases are not arranged according to grammatical rules. Williams clarified this point by giving an example:

“A person who on the qualifying date is a member of a board of directors or other governing body of a qualifying body shall, for the purposes of this section, be treated as having his principal or only place of work on that date, and for the period during which he has been a member of that board or governing body, at the premises in respect of which the entitlement to appoint by that qualifying body arises” (Williams, 2007, p. 34).

According to Williams, in the verbal phrase (shall, for the purposes of this section, be treated), the modal “shall” is separated from the main verb “be” by the adverbial phrase “for the purposes of this section”. Having this problem in drafting a law is considered as an obstacle facing a legal translator. While translating, it is difficult to translate incomprehensible text lacking a grammatical order of sentences.

2.7.2.4. Use of shall

Shall is not often used these days in everyday English and is claimed to be old-fashioned and ambiguous (Steadman, Drafting legal documents in plain english-Guida pratica alla redazione di ..., 2013, pp. 70-78). The modal ‘shall’ is widely used in the language of law, and may refer to several meanings. It may refer to orders, entitlements, obligations, and liabilities, or orders to be implemented in the future. Consequently, the use of this modal creates ambiguity and confusion for legal translators and legal issues. According to the plain language movement, it is better to avoid or reduce the use of this modal.

2.7.2.5. Ambiguity and vagueness

Other features of legal language are ambiguity and vagueness. They create confusion in the translation process. The terms “Ambiguity” and “Vagueness” look like they refer to the same thing, but each of them has a separate interpretation. Dirk Geeraerts (2008) distinguished between these two concepts by saying that:

“The difference between ambiguity and vagueness is a matter of whether two or more meanings associated with a given phonological form are distinct (ambiguous), or united as non-distinguished subcases of a single, more general meaning(vague)” (Geeraerts, 2008, p. 167). The ambiguity occurs when there are two or more meanings for a particular term, and the translator isn’t able to choose which one is related to that term. Vagueness occurs if there are an enormous number of possible meanings of a particular word.

In the case of legal translation, there is lexical ambiguity of terms, which means there are multiple meanings of a particular word. For example, the term “bank” may refer to financial institution or the edge of a river. If the term “bank” is put in the sentence “I’ll meet you at the bank at three o’clock”, in this case, the translator will face difficulty to choose which meaning is suitable to the term “bank”, because the meaning is ambiguous and there is no evidence to what “bank” refers to here. However, if we say “I’ll meet you at the bank at three o’clock because I have to go there to make a deposit”, in this sentence, the meaning of the term “bank” is completely clear. But the big problem is if the translator can never understand what the meaning of the term is (Schane, 2006, p. 15).

There is also another type of ambiguity called syntactic ambiguity. This problem is related to the grammatical differences and different word order which is also one of the challenges that translators face. For example, the sentence: “The man walked to the woman with a limp” is hard to understand, because there are two possibilities which are either the woman has a limp or the man has the limp (Grewendorf & Rathert, 2009, p. 227).

The problem in legal language is not limited to the ambiguity of the terms only, but to the ambiguity that comes from grammatical problems. In the example

above, the translator is unable to know the meaning of the sentence, and it is difficult to understand it.

Besides, there are kinds of ambiguity of terms in legal translation, for example, Polysemy and Homonymy. They are both related to ambiguity in terms, but they are different. Polysemy refers to the single word that possesses multiple meanings. For example, the terms “commission” or “service”.

Homonymy refers to the terms with the same form but their meaning is different. For example, the term “Conviction” may refer to more than one meaning. In the sentence “Counsel for the defence used all of his powers of conviction”, the term “conviction” refers to persuasion. While in the sentence “The conviction was appealed before the court of appeal”, the term “conviction” refers to the verdict of guilty (Alcaraz & Hughes, 2014).

The meaning of the words can sometimes be determined by the sentence in which it is used. Therefore, the role of the translator here is necessary to solve these kinds of problems to produce an acceptable text, without mistakes as much as possible.

Vagueness refers to the words with uncertain meanings. For example, terms like: “brown”, “bald”, and “old” are considered vague terms. Another example is the term “serious”. In the sentence “Serious consequences will result if UN resolutions are not complied with”. The term “serious” in this sentence is considered a vague term because one can't be sure to what it refers to - economic sanctions, use of force, or it may refer to any other interpretations.

The problem of vagueness is the inability of the translator to know the exact meaning of an expression, term or concept, so that the meaning of the term is not specific because the term indicates a lot of meanings in general.

2.8. Arabic Legal Language

2.8.1. Influence on Arabic legal language

Arabic legal language has undergone several stages during several centuries. After the rule of the Ottoman Empire of Arab countries, most of these countries began to acquire new laws.

According to Ballantyne (2013), Kuwait established two new Civil and Commercial Codes in the light of Islamic law which took effect in 1981. In Bahrain and Saudi Arabia, Shari'a was considered a primary source of law. And the Qatari law of civil and commercial matters is a truncated version of the old 1961 Kuwait commercial code (Ballantne, 2013, pp. 59-67). As for Lebanese and French law, both the Lebanese law of obligations of 1932 and the Egyptian law of 1949 were based particularly on French law (Rayner, 1991).

Islamic law derives from the Quran (the holy book of Muslims) and Hadith (words and actions of the Islamic Prophet Muhammad). They produce what is called in Arabic Shari'a which governs all aspects of Muslims life.

Before Shari'a law, there were mercantile laws in Arab regions managing the trades between Makkah, Ash-Sham (Syria) and Yemen, which are mentioned in the Quran as the "Journey of winter and summer". But these trade laws were agreements, not firm laws. Due to the trade expansion and prosperity in the region, jurisprudence was developed. Furthermore, Islamic studies played a significant role in this development by following many methods of Islamic study.

However, there are four main schools of jurisprudence: Maliki, Hanafi, Shafii and Hanbali. Each of them was established by Muhammad Ibin Idris al-shafii. (Rayner, 1991).

Also, there were four main schools of jurisprudence: Maliki, Hanafi, Shafii and Hanbali. Each of them was established by Muhammad Ibn Idris al-shafii. However, after several centuries, Islam spread to France, Spain, Africa and central Asia which created translation difficulties due to the differing legal systems. Muslims continued to develop Islamic law by preserving their beliefs, depending on an advanced approach to using legal terminology.

2.9. Features of Arabic Legal Language

Arabic legal discourse has its distinctive features and structures. Arabic legal texts are similar in many aspects to their English counterparts. Yet, because of linguistic distinctions between the two languages in form, style, structure, meaning, etc., the two registers differ considerably.

Legal Arabic texts use more grammatical cohesion in sentence structures by using conjunction, reference, finite structures. In Arabic legal texts, there is no archaic vocabulary or morphology. Arabic and English language vary in their patterns of nominalization, creation of binominals and in their use of highlighting and text markers (Emery, 1989, p. 10).

The design and layout of Arabic legal contracts are different from that of the English contract. However, this difference creates obstacles for the legal translators. Most theorists recommended remaining faithful to the source texts to preserve the same layout of the source texts. Arabic legal language features included.

2.9.1. Lexical features

Emery (1989), mentioned the most important lexical features in Arabic legal language:

2.9.1.1. Binominals

Emery identifies them as synonyms or near-synonyms. In Arabic legal language, binominals are not necessarily more common than other Arabic registers. The main reason for using binominals in modern Arabic language is primarily stylistic.

Examples given by emery include:

- “Peace and Security” = “الأمن والسلام”
- “Round trip” = “ذهابا وإيابا”
- “sooner or later” = “عاجلا أم آجلا” (Emery, 1989, p. 9).

2.9.1.2. The use of doublets

In Arabic legal language, word pairs used as repetitions to serve emphasis are common, for instance:

- “This establishment announces and declares”
- “إن هذه المؤسسة تعلن وتصرح”

2.9.1.3. The Use of descriptive epithets

These epithets aim to emphasise and modify the noun. For example:

- “The two high contracting parties confirm”
- “يؤكد طرفان الساميان المتقاعدان” (Emery, 1989, p. 10).

2.9.2. Syntactic features

2.9.2.1. Nominalizations

In the Arabic language, sentences can be divided into nominal sentences, which mean a sentence without a finite verb or verbal sentences possessing verbs. This means that the Arabic legal language uses intensely complicated, long sentences as in legal English. For instance:

- “ما يقرره المجلس بالأجماع يكون ملزما لكل دول”
- “The decision of the committee should be final and binding to all parties” (Emery, 1989)

2.9.2.2. Verbal group

According to Emery (1989), the modal verb "shall" in English represents the past verb in Arabic. It refers to the conditions required as a part of an agreement. “كان” For example:

- “Those to be recruited in the Jordanian armed forces should be Jordanian by birth”
- “يقبل في قوات المسلحة الأردنية من كان أردنيا بالولاد” (Emery, 1989, p. 6).

2.9.2.3. Passive form

It is obvious that the passive voice structure is somewhat used Arabic legal language; however, passives are used differently in Arabic where auxiliaries are not used. Emery (1989) gave an example:

- “The employee shall be appointed on a probationary basis for a period of six months”
- “يكون تعين الموظف تحت اختبار لستة اشهر” (Emery, 1989, p. 7).

2.9.2.4. Modality

In Arabic legal language, modality takes a distinctive form in the structure of the sentences, where they are expressed by the initial lexical verb or by using propositions for expressing rights and obligations. For instance:

- “The government should end this decision without warning”
- “للحكومة انهاء هذا القرار بدون إنذار”
- “As part of duties, the employee must do his best”
- “على الموظف كجزء من مهام وظيفته أن يبذل قصارى جهده” (Emery, 1989, p. 10)

2.10. Plain English Movement

Berry (1995) (as cited in Mazur,2000) also said that the “goal of the plain language movement is to produce language (particularly written English) which is clear, straightforward expression, using only as many words as are necessary, and which avoids obscurity, inflated vocabulary and convoluted sentence construction” (Mazur, 2000, p. 1). The plain language aims to translate legal texts using simple expressions. It helps lay readers to understand the complicated language of legal texts; it is used to reduce the reasons that make legal texts so difficult to understand.

Baldwin (1999) (as cited in Mazur, 2000) mentioned the essential reasons for the importance of plain language:

1. Readers understand documents better, thus they prefer it.
2. Readers locate information faster.
3. Documents are easier to update.

4. It is easier to train people.
5. Documents are more cost-effective (Mazur, 2000, p. 3).

As mentioned above, plain language is playing a significant role in the case of translation. It simplifies the legal language and facilitates communication between people.

The following table illustrates differences between plain language and common language:

Table 1: Examples from the Plain Legal English Campaign (El-Farahaty, 2015).

Plain language words	Common language words
Except	Save
Cancel	Avoid
Together and separately	Joint and several
Legal document	Instrument
If, except, however, in any event	Provided that
As a Matter of Right	Of Course
About or Concerning	With reference to
Before	Prior to

What plain language does is replacing foreign, archaic and old formalisms with a more commonly understood English term. For instance, conversion of a complex legal sentence like: “I hereby acknowledge receiving a copy of this retainer” with the plain language: “I have received a copy of this retainer” or “I have a copy of this retainer” (Stephens, 2009, p. 51). The use of the plain language of the sentence above led to the omission of foreign words that are mostly Latin or French. The sentence also follows a regular grammatical order, making it easier for readers, even if they are non-specialists in law, to understand it. This makes it easier for the legal translators and interpreters to translate legal texts because they are not obliged to translate Latin words and do not encounter any difficulty understanding them. Another benefit of plain language is removing cliches and unnecessary sentences. For example, phrases like: “we are in receipt of”, “this is to acknowledge your letter”, and “this is in reply to your letter of” should be erased from legal discourse.

Also replacing many wordy expressions to short and specific terms, for instance replacing the phrase “at this point in time” with “now”, “in the event of” with “if”, and “pursuant to the terms of” with “under” (Stephens, 2009, p. 103). Removing unnecessary words and sentences reduces the length and complexity of sentences, not creating a problem of syntactic discontinuities in the sentences. That is considered an obstacle that confuses legal translators or the readers.

In addition, plain language provides each legal text with a purposive clause or a sentence at the beginning of each legal text. This is a summary that gives the idea and main purpose of the text, with the assurance that the text can be understood by someone of average intelligence. Plain language usually tries to reduce the use of passive sentences and convert a sentence into active voice. An example of changing the sentence from passive voice into active is the sentence: In 1998, only ten executives were covered by article 12 changing it into: In 1998, article 12 covered only ten executives (Garner, 2001, p. 25).

The use of passive voice in the legal language is necessary and important in many cases to hide the name of the “doer”. In spite of this, with the emergence of the plain language movement, translators and law writers are advised to avoid passive constructions as much as possible.

Furthermore, plain language reduces the use of nominalization and changes them to verbs, which helps the writer or the translator avoid many problems such as wordiness and excessive use of passive verbs. Jean Steadman gave an example of two sentences, explaining how nominalization effects the complexity of the language:

“Bad example: The contractor made an application for modification of the blueprints or, alternatively, for termination of the project.

Good example: The contractor applied to modify the blueprints or, if that was not possible, to terminate the project” (Steadman, 2013, p. 70)

This means reducing the nominalization in legal writing would make the language more coherent, intelligible, easy to understand and quickly understand the meaning and idea of a sentence. Sentences without nominalization look less complex which leads to improving the writing of the legal language.

2.11. Qualities of the Legal Translator

Being a legal translator is not a simple career, it's translating two different cultures, each culture having its own views and ideologies. It requires the translator have high-level skills and a background in legal translation.

Legal texts have distinctive features: structure, grammar, phonology, etc. Translators need to be more familiar with law and politics. It requires full knowledge of the source language and the target language to produce an acceptable target text.

As mentioned earlier, the issue of finding synonyms and meanings that are equal in two languages is one of the main problems which affect the difficulty and the complexity of the legal translation. The term "Equivalence" as Chroma (2013) described is as follows:

"Equivalence has been usually mentioned in relation to the vocabulary of different languages, where words or phrases having equal or corresponding import, meaning or significance are matched, particularly in the process of translation. We will confine the term to this limited sense although equivalence may apply to larger syntactic structures, texts, genres or even discourse (communicative situations or speech acts)" (Chroma, 2013, p. 50).

The term "Equivalence" does not only refer to the equivalence of terms but also includes the equivalent grammatical structures, the type of text and dialogue, the act of speech between two languages, which means the equivalence in translation covers all aspects in the text. Legal translators must produce a text which corresponds to the ST as much as possible. It is considered another challenge to translators. It is not an easy task to find the equivalence between the two systems. Translators should use their creativity to arrange, omit, add or change a lot of things in the original text to achieve the goal producing a translated text that is equivalent to the original one.

Although equivalence is considered one of the challenges that translators encounter, many scholars argued about the probability of the occurrence of near-equivalence in translation. De Groot and van Laer, (2008) (as cited in Humbley, Budin, & Lauren, 2018) declare near-equivalence occurs if:

a) there is a partial unification of legal areas[...];

b) in the past, a concept of one legal system has been adopted by others and still functions in that system in the same way, not influenced by the remainder of that legal system” (Humbley, Budin, & Lauren, 2018, p. 514).

That means that if there is a partial unification between two countries and between the legal system of the source language and target language, the expected equivalence may occur. In the case of existing old concepts taken from the historical background of that legal system; these concepts are unable to change because they came from the influence of other legal systems.

There are two types of equivalence in translation: formal and dynamic equivalence. These approaches were developed by Eugene Nida. Nida and Taber 1969 (as cited in Simone Glanert, 2014 p.107) explained that formal equivalence is related to the syntactic and linguistic equivalence and it has nothing to do with the purpose of the translation. It resembles the word-for-word approach. Dynamic equivalence focuses on the meaning of the source text, and it tries to produce a translation having the same impact on the original text's readers. Translators must use the dynamic equivalence approach because it is far from word-for-word translation to achieve a translation with possible correspondence (Glanert, 2014, p. 107).

In the case of legal translation, the word-for-word translation will not produce texts of high quality. Dynamic equivalence produces texts depending on the function of the translation. The TT must possess the same impact as the ST. On the other hand, scholars argued that there is no full equivalence between terms from the various legal systems. Sarcevic (1997) declared that “most functional equivalents fall into the category of partial equivalence” (Sarcevic, 1997, p. 214). The equivalence is neither non-equivalence nor near-equivalence. It is rare for the translator to achieve the text with near-equivalence. Equivalence will be a partial equivalence of the terms and concepts. Because, as Sarcevic (1997) states, near equivalence will occur when the two concepts “share all of their essential and most of their accidental characteristics (Intersection) or when concept A contains all of the characteristics of concept B, and concept B all of the essential and most of the accidental

characteristics of concept A (inclusion)” (Sarcevic, 1997, p. 238). The near equivalence is likely to happen if the two concepts have the same characteristics, whether they are essential or accidental characteristics.

Another problem of translating legal texts is the danger of false equivalence, particularly in the case of legal terms. It may seem that both words are equivalent, but they are not. Most popular false friends, for example, the meaning of the term “demand” in the English language is different from the demand in French. Also, the term “domicile” in English, “domicile” in French and “Domizil” in German, all refer to a particular meaning. A further example like “la doctrine” in French means “legal writing” or “legal scholarship” rather than “doctrine” which has another meaning.

Also, the term “notaire” in French is not precisely “notary” in English. The term “magistrat” in French does not have the same meaning as “magistrate” in English (Cao, 2007, p. 58). Legal translators should expect these kinds of obstacles, and they must have sufficient knowledge of the culture of both ST and TT.

One of the most complicated problems of translation is untranslatability when there is no equivalence in the translation or lack of an equivalent in the TT. Free translation occurs when there are no identical linguistic characteristics between the two languages. Because of differences in the culture of two languages, difficulty to find equivalence between them will increase in this case. For instance, the Japanese term “Yukata” is impossible to translate into English. (Doorslaer & Grambier, 2010, p. 65).

There are two kinds of untranslatability: linguistic and cultural untranslatability. Linguistic untranslatability refers to the distinction in linguistic features between the original text and the target text, while cultural untranslatability happens when a situational feature is functionally relevant for the source language and is completely absent from the culture of which the target language is a part. For instance, the Tamil “Valaikkappu” is untranslatable in English, because there is no corresponding term of “Valaikkappu” in English (Ray, 2008, p. 5).

Humbley, Budin and Lauren (2018) establish two basic points for translators about what they should be aware of before translating:

“In legal translation, the translator has to have conceptual information on legal topics the legal text is dealing with; first, legal knowledge in the legal system of the source text to be able to understand the text, and second, legal knowledge of target system to be able to author a consistent and perfectly understandable translation” (Humbley, Budin, & Lauren, 2018, p. 515). The legal translator must be fully aware of the legal system of the original language, to understand it completely. Also, the translator should be fully aware of the legal system of the target language to produce a reasonable, acceptable and complete translation. The translator must also have experience and knowledge of the terms relating to these two systems so that he can avoid mistakes that are caused by differences that he faces during legal translation.

However, the use of vocabularies and style of writing differs from one translator to another. Barbara Pozzo and Valentina Jacometti (2006) mentioned in their study that “Translators need to sharpen their writing skills in particular. Poor general and background knowledge can also be detrimental to translation quality” (Pozzo & Jacometti, 2006, p. 70).

According to Smith (1995) (as cited in Cao, 2007), there are three conditions that legal translators must know for a successful legal translation, including:

- 1) The legal translator must possess a basic knowledge of the legal systems
- 2) Must possess familiarity with the relevant terminology
- 3) Must be competent in the TL-specific legal writing style (Cao, 2007, p. 37).

That means that Smith believes that legal translators should have a good knowledge of both legal systems, have expertise in using legal terms and sufficient experience in the style of legal writing.

On the other hand, Wagner (2003) stated that the legal translator should understand all the nuances of meaning of the original language so that he/she could reproduce it as faithfully and naturally as possible in the TT, having to understand all the mechanisms of the law, the way legal texts are drafted, interpreted and applied in legal practice (Cao, 2007, p. 37). Legal translators should study the meaning of each

METHODOLOGICAL APPROACHES

3.1. Method of the Study

After mentioning the theoretical background of legal translation, the following part will examine translation methods with an analysis of the examples. Jean-Paul Vinay and Jean Darbelnet (1958), French authors, presented their work called “Comparative stylistics of French and English”. Their study was the first classification of translation techniques and considered as a reference guide for translators to avoid translation problems. The significance of their study is facilitating and overcoming obstacles of translation.

Their study aimed to compare two texts in both languages and identify the differences between the two languages determining the techniques and procedures that the translator should use during the translation (Munday, 2009, p. 56). That means that the purpose of their study was to compare two different languages and analyse the process of translation of each text in detail. Although their studies focused on two particular languages, English and French, its impact was not limited solely to them but applied to various languages and types of texts that also include legal texts.

Vinay & Darbelnet divided translation strategies into direct and indirect translation. The two strategies involve seven procedures, in which direct translation is classified into three procedures: borrowing, calque and literal translation while oblique translation is divided into four procedures: transposition, modulation, equivalence and adaptation.

3.2. Direct Translation Methods

3.2.1. Borrowing

Borrowing means borrowing words directly from the source language and using them in the target language without translating them. This technique is used in various languages to fill the metalinguistic gap during the translation process (Vinay & Darbelnet, 1995, p. 31). This occurs when there is no identical meaning of the word in the target language.

Borrowing is one of the simplest procedures which gives the translator a chance to transfer foreign words and expressions from the original language to the TT. Some translators use borrowing to add local colour to their translations, which means adding the flavour of the culture of the original language to the target language. For instance, Russian words such as “roubles, datchas, apparatchik”, words from American English “dollars” and “party” and Mexican Spanish “tequila” and “tortillas” (Hatim & Munday, 2004, p. 149). This means that borrowing is not only used when there are no equal words between two languages, but also introducing new foreign phrases and words into different languages.

However, the English language borrowed various words from different languages such as “abattoir” and “résumé” from French, “hamburger” and “kindergarten” from German, “musk” and “sugar” borrowed from Sanskrit. Besides, there are many English words assimilated into the Arabic language such as radio راديو, television تلفاز, computer كومبيوتر, bank البنك, and strategy استراتيجي. This procedure when used in legal translation enables the translator to overcome the untranslatability in some cases. For example, “Koran”, and “Muslim” are untranslatable terms borrowed from Arabic language (Alhaj, 2015, pp. 17-65).

3.2.2. Calque

Calque procedure is a particular type of borrowing; it is borrowing of every word or expression from the original text translating it literally (word-for-word) into the target language, which means transferring a structure and the word order of the expressions of the ST into the TT.

Viney and Darbelnet (1995) distinguished between two kinds of calque, lexical calque and structural calque: Lexical calque which maintains syntactic constructs of the target language while structural calque introduces new expressions that are not in use in the target language. They illustrated two previous kinds of calque in the following example:

- “English - French calque
- Compliments of the Season!: Compliments de la saison!
- Science-fiction: Science-fiction” (Vinay & Darbelnet, 1995, p. 32).

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- Compliments of the Season!: Compliments de la saison!
- Science-fiction: Science-fiction” (Vinay & Darbelnet, 1995, p. 32).

In the first example, the lexical calque was used during the translation, in which the syntax of the sentence was transferred to the target language. While in the second example the same phrase of the source text was introduced into the target language.

As in borrowing, several calques have been introduced into the target language where they have become an integral part of the target language. Calque as in borrowing, are both going through semantic changes, so translators are more interested in using new calques that fill gaps, rather than using real borrowing. For example, “*économiquement faible*” which means “economically weak”, taken from the French Language. Moreover, to avoid inappropriate calques, in some cases it is more suitable to create new lexical expressions using Greek or Latin roots or conversion (Vinay & Darbelnet, 1995, p. 33). This procedure is also employed widely in legal translation such as the term “*marché intérieur*” from French: “*mercato interno*” in Italian, “*mercado interior*” in Spanish, “*mercado interno*” in Portuguese, “*internal market*” in English, “*binnenmarkt*” in German and “*interne markt*” in Dutch (Mattila H. , 2007, p. 120).

3.2.3. Literal translation

This procedure refers to the translation of the original language using 'word-for-word' translation and transferring it to the target language. This means that the grammar and meaning of the language of the source language are completely translated into the target language. The translator's responsibility, in this case, is concentrating on the linguistic system of the target language. This means that the translator maintains the grammar and the structure of the source text in target language including the format and content of the source language while producing the target language. For instance, translating the following sentences from English into French: "I left my spectacles on the table downstairs" in French: "J'ai laissé mes lunettes sur la table en bas", "where are you?" into: "où êtes-vous?", and "this train arrives at Union Station at ten" into: "Ce train arrive à la gare Centrale à 10 heures" (Vinay & Darbelnet, 1995, pp. 33-34).

Additionally, literal translation is commonly used between the languages in the same family such as English and French, which share the same cultural backgrounds. Literal translation is a good solution because it is reversible and complete in itself. However, literal translation may not be acceptable by translators, if it:

- A) gives another meaning.
- B) has no meaning,
- C) is structurally impossible.
- D) does not have a corresponding expression within the metalinguistic experience of the TL.
- E) has a corresponding expression, but not within the same register (Vinay & Darbelnet, 1995, p. 34).

This means that in the previous cases, literal translation is impossible. In this case, Vinay and Darbelnet suggested that oblique translation should be used. For instance, the term "Lord" could be an adequate literal translation of "anax", "andron" but it means something very different to modern Americans (Posner & Court, 2009, p. 326).

3.3. Oblique Translation Methods

3.3.1. Modulation

Modulation is a variation of the form of the essential message by changing the point of view of the source message. Although the literal and transposition methods produce a speech that is accurate and grammatically correct, the results are awkward or inconsequential, so the translator is forced to use Modulation (Vinay & Darbelnet, 1995, p. 36). This means that modulation refers to using expressions and phrases that are different from the target language and source language to convey the same idea correctly to the target language. This leads to radical changes in semantics of the source language. For instance, in Spanish, “te lo dejo” means literally “I leave it to you” but it translates better as “you can have it”.

3.3.2. Equivalence

This procedure requiring a wide knowledge of both the source language and the target language includes both linguistic and cultural levels. Equivalence is an attempt to find a synonym in the target language which is identical to the original. It occurs when both languages have the same message with completely different stylistic and structural means (Vinay & Darbelnet, 1995, p. 38). This procedure is usually used for the translation of idioms, clichés, proverbs and nominal or adjectival phrases. Vinay and Darbelnet illustrated this argument in the following examples:

Table 2: Examples of Equivalence (Leonardi, 2007, p. 80)

	French	English
Onomatopoeia of animal sounds	Cocorico Hi-han	Cock-a-doodle-do Heehaw
Proverbs	Deux patrons font chavirer la barque	Too many cooks spoil the broth
Idioms	Il pleut à seaux/ des cordes	It is raining cats and dogs

The equivalence procedure is substantial for achieving high-quality translation. On the other hand, equivalence is considered one of the most difficult problems the translators face during the translation process. The task of the translator is to study the linguistic features of the original text and then find the identical linguistic features in the target language.

3.3.3. Adaptation

This method is used when the message in a particular language is unknown in another language's culture. This means that adaptation is the process of changing the cultural references when a situation in the source culture doesn't exist in the target culture (Munday, 2009, p. 58). In this case, the translator must replace these expressions with uncommon expressions that are appropriate for the target language.

An example of adaptation from the Arabic language into English is the term "Alcohol" translated into Arabic as "الكحول", in which both of them are a reference to the substance. Also, adaptation often used in the translation of books and film titles such as "Trois hommes et un couffin" = Three men and a baby [film] and "Le grand Meaulne": The Wanderer [book title].

3.3.4. Transposition

Transposition is changing one part of the speech or arranging it with another while maintaining the meaning of the message of the target language. Such a procedure is used for stylistic purposes required in the target language. Although transposition is a significant procedure during translation, it can also be applied within a language. For instance, the sentence "Il a annoncé qu'il reviendrait" can be rewritten by transposing the main verb with a noun, which consequently turns into "Il a annoncé son retour" (Vinay & Darbelnet, 1995, p. 36). This means translators change the word order, for example, verbs for nouns or nouns for prepositions. Thus, the syntax and form of the original speech change according to the target language. Translators should possess a wide knowledge of the grammatical rules of each language he/she translates to produce appropriate target language.

Viney and Darbelnet proposed two types of transposition which are: Obligatory transposition and Optional transposition.

In Obligatory transposition, a transposition is mandatory to find an expression identical in meaning. For instance, the following sentence must be transposed:

إدارتها إدارة فعالة / idaratiha idara faeala: Operating it effectively

In the previous example, when translating the sentence *إدارتها إدارة فعالة* from Arabic into English, it shows that there is one way to translate the sentence to maintain an effective translation.

Optional transposition occurs when the original language allows more than one choices between forms - translators could encounter two choices by applying more than one procedure. For instance:

He heard the noise when he got up: *سمع ضجة عند استيقاظه* / sumie daja eind astyqazhhu.

Transposition is the method that assists translators in finding multiple solutions while facing obstacles during translation, especially when there are no equivalent expressions of the source language in the target language. Transposition is changing the sequence of the sentence to fit the structure of the target language.

ANALYSIS OF DATA AND DISCUSSION

4.1. Introduction

In this part of the study, lexical terms of a legal document are analysed according to Vinay and Darbelnet's (1995) method in translation. The document is translated from English to Arabic named the Israel-Egypt Peace Treaty). Lexical terms will be analysed by applying the seven methods. Before analysis, the background of the treaty and the reasons for taking this agreement as a case study are given. Paragraphs and articles are given with underlined items. The methods of translation are determined in tables by citing the back translation of each term. The elements could be either a word or a group of words. Then the problem of translating each item is explained and more suitable methods are proposed for translation.

The peace treaty between Egypt and Israel was chosen as a case study for two reasons: first, this treaty has played a significant role in reshaping the future of Egyptian and Israeli relations. Secondly, it is important as a political document and it is important as a subject of translation.

4.2. Analysis of the Lexical Terms of the Peace Treaty between Israel and Egypt 1979.

Example 1 from the title

ST

"Israel-Egypt Peace Treaty"

TT

معاهدة السلام بين إسرائيل ومصر

Pronunciation of Arabic text in Latin

“mueahadat alsalam bayn 'iisrayiyl wamisr”

ST	TT	Back translation(BT)	Method of translation
Treaty	معاهدة Mueahadat	Treaty	Literal

Analysis:

The word *Treaty* is translated as *Mueahadat* using the Literal method. The word *Treaty* refers to many other meanings in Arabic. For example, it could translate as *Mueahadat* or *Aitifaqia*. Both *Mueahadat* and *Aitifaqia* are synonyms for the word *Treaty*, but their meaning varies according to the nature of the legal text. The word *Mueahada*, according to Almaany Dictionary, means making a promise, it refers to obligatory and compulsory laws two countries must follow. As for the word *Aitifaqia*, it refers to settling the dispute between two parties to achieve peace. In this particular treaty, however, I think the word *Aitifaqia* sounds more proper than *Mueahada*.

Example 2 from the first paragraph

ST

"Convinced of the urgent necessity of the establishment of a just, comprehensive and lasting peace in the Middle East in accordance with Security Council Resolutions 242 and 338;"

TT

اقتناعا منهما بالضرورة الماسة لإقامة سلام عادل وشامل ودائم في الشرق الأوسط وفقا لقراري مجلس الأمن
338 و242.

Pronunciation of Arabic text in Latin

“Qatanaeanaan minhuma bldrawra almasa li'iiqamat salam eadil wa shamil wa dayim fi alshrq al'awsat wifqaan liqarari majlis al'amn 242 wa338.”

ST	TT	Back translation(BT)	Method of translation
Urgent	الماسة Almasa	Diamond	Equivalence
Just	عادل Eadil	Just	Literal

Analysis:

The word *Urgent* is translated as *Almasa* in Arabic using the Equivalence method. The word *Just* is translated as *Eadil* by applying the literal method.

The word *Urgent* could translate as *Almasa* and *Eajila* which are synonyms for the word *Urgent*. In the Arabic language, the word *Almasa* refers to the state or situation requiring immediate action or attention and it also means a diamond stone, which can lead to ambiguity in the translation. However, the word *Eajila* refers to the state or situation requiring immediate implementation. The term *Eajila* perhaps is the only Arab equivalent that gives the intended meaning exactly.

The word *Just* can be translated as *Eadala* and *Iinsaf* which both represent what is morally right and fair, but in fact, there is a difference between them. The word *Eadala* refers to fair judgment, which means legally right or conformity with that which is lawful or fair. The word *Iinsaf* means impartial and giving the right to the oppressed. I suggest that the more convenient translation for this particular content is the word *Insaf*.

Example 3 from the third paragraph

ST

"Noting that the forementioned Framework as appropriate is intended to constitute a basis for peace not only between Egypt and Israel but also between Israel and each of its other Arab neighbors which is prepared to negotiate peace with it on this basis"

TT

وإذ تلاحظان أن الإطار المشار إليه إنما قصد به أن يكون أساسا للسلام، ليس بين إسرائيل ومصر فحسب، بل أيضا بين إسرائيل وأي من جيرانها العرب كل فيما يخصه ممن يكون على استعداد للتفاوض من أجل السلام معها على هذا الأساس..

Pronunciation of Arabic text in Latin

“wa'iidh talahzan 'ana al'iitar almushar 'iilayh 'iinama qasad bih 'an yakun 'asasaan lilsalam, lays bayn 'iisrayiyl wamisr fahasab, bal 'aydaan bayn 'iisrayiyl wa'aya min jiraniha Alearab kl fima yakhasuh mmn yakun ealaa aistiedad liltafawud min 'ajl alsalam maeaha ealaa hadha al'asas.”

ST	TT	Back translation(BT)	Method of translation
Aforementioned	المشار اليه Almushar 'iilayh	Refferd to	Equivalence

Analysis:

The word *Aforementioned* is translated as *Almushar 'iilayh* using the Equivalence technique. The word *Forementioned* could be translated as *Mushar 'iilayh* and *Madhkur* as well. Both of the words give the same meaning and can be used for this context. However, after surveying several legal dictionaries, I think the word *Madhkur* sounds more impressive than *Mushar 'iilayh*. The word *Madhkur* is preferred more than *Mushar 'iilayh* in Arabic legal language.

Example 4 from the fifth paragraph

ST

"Convinced that the conclusion of a Treaty of Peace between Egypt and Israel is an important step in the search for comprehensive peace in the area and for the attainment of settlement of the Arab- Israeli conflict in all its aspects;"

TT

واقنتناعا منهما بأن عقد معاهدة سلام بين إسرائيل ومصر يعتبر خطوة هامة في طريق السلام الشامل في المنطقة والتوصل إلى تسوية للنزاع العربي الإسرائيلي بكافة نواحيه..

Pronunciation of Arabic text in Latin

“waiqtinaeaaan minhuma bi'an eaqd mueahadat salam bayn 'iisrayiyl wamisr yuetabar khatwat hamat fi tariq alsalam alshshamil fi almintaqat waltawasul 'iilaa taswiat lilnizae alearabii al'iisrayiylil bikafat nuahih.”

ST	TT	Back translation(BT)	Method of translation
Important step	خطوة هامة khatwat hamat	Important step	Literal

Analysis:

The translator chose the word *Hamat* to translate *Important* using the Literal translation method. The word *Important* can be translated as *Hamat* and *Asasia* as well. In the Arabic language, it is essential to know that the word *Hamat* refers to more than one meaning; it means sadness and worry or something very important while the word *Asasia* means necessary. I think the best translation would be the word *Asasia*.

Example 5 form the sixth paragraph

ST

"Inviting the other Arab parties to this dispute to join the peace process with Israel guided by and based on the principles of the aforementioned Framework;"

TT

وإذ تدعوان الأطراف العربية الأخرى في النزاع إلى الاشتراك في عملية السلام مع إسرائيل ..على أساس مبادئ إطار السلام المشار إليها أنفا واسترشادا بها

Pronunciation of Arabic text in Latin

“wa'iidh tadeawan al'atraf alearabia al'ukhrra fi alnizae 'iilaa alaishtirak fi eamaliat alsalam mae 'iisrayiyl ealaa 'asas mabadi 'iitar alsalam almushari 'iilayha anifanaa waistirshadanaan biha.”

ST	TT	Back translation(BT)	Method of translation
Dispute	النزاع Alnizae	Conflict	Equivalence

Analysis:

In the example above, the translator uses the equivalence method to translate the word "Dispute".

The word *Dispute* can be translated as *Alnizae* and *khilaf*. Both words mean disagreement, but the difference between them is that the word *Alnizae* means violent disagreement without respecting other's feelings. As for the word *Khilaf*, it refers also to disagreement but respecting others. Since it is a peace treaty, I prefer translating *Dispute* as *Khilaf*.

Example 6 from article 2

ST

"The permanent boundary between Egypt and Israel in the recognized international boundary between Egypt and the former mandated territory of Palestine, as shown on the map at Annex II, without prejudice to the issue of the status of the Gaza Strip. The Parties recognize this boundary as inviolable. Each will respect the territorial integrity of the other, including their territorial waters and airspace."

TT

إن الحدود الدائمة بين مصر وإسرائيل هي الحدود الدولية المعترف بها بين مصر وفلسطين تحت الانتداب كما هو واضح بالخريطة في الملحق الثاني وذلك دون المساس بما يتعلق بوضع قطاع غزة. ويقر الطرفان بأن هذه الحدود مصونة لا تمس ويتعهد كل منهما باحترام سلامة أراضي الطرف الآخر بما في ذلك مياهه الإقليمية ومجاله الجوي.

Pronunciation of Arabic text in Latin

“iina alhudud alldayimat bayn misr wa'iisrayiyl hi alhudud alduwaliat almuataraf biha bayn misr wafilastin taht alaintidab kama hu wadih bialkharitat fi

almulhaq alththani wdhlk dun almisas bma yataealaq biwade qitae ghaza. wayuqaru altarafan bi'ana hadhih alhudud musuanat la tamasu wayataeahad kl minhuma biaihtiram salamat 'aradi altaraf al'akhar bima fi dhalik miahuh al'iiqlimiat wamajaluh aljawi.”

ST	TT	Back translation	Method of translation
Without prejudice	دون المساس Dun almisas	Without prejudice	Literal

Analysis:

In this paragraph, the phrase "Without prejudice" was translated literally as "Dun almisas" in Arabic.

The choice of the phrase *Dun almisas* to translate *Without prejudice* is not very common in Arabic legal language. The word *Almisas* means to touch; come close to (an object). In this phrase *Dun almisas* might mean without touching which confuses the readers. However, the phrase *Without prejudice* can be translated as *Dun 'iikhlah* which could be more adequate for this content.

Example 7 from article 3 no: 2

ST

"Each Party undertakes to ensure that acts or threats of belligerency, hostility, or violence do not originate from and are not committed from within its territory, or by any forces subject to its control or by any other forces stationed on its territory, against the population, citizens or property of the other Party. Each Party also undertakes to refrain from organizing, instigating, inciting, assisting or participating in acts or threats of belligerency, hostility, subversion or violence against the other Party, anywhere, and undertakes to ensure that perpetrators of such acts are brought to justice."

TT

2. يتعهد كل طرف بأن يكفل عدم صدور فعل من أفعال الحرب أو الأفعال العدوانية أو أفعال العنف أو التهديد بها من داخل أراضيه أو بواسطة قوات خاضعة لسيطرته أو مرابطة على أراضيه ضد

السكان أو المواطنين أو الممتلكات الخاصة بالطرف الآخر. كما يتعهد كل طرف بالامتناع عن التنظيم أو التحريض أو الإثارة أو المساعدة أو الاشتراك في فعل من أفعال الحرب أو الأفعال العدوانية أو النشاط الهدام أو أفعال العنف الموجهة ضد الطرف الآخر في أي مكان. كما يتعهد بأن يكفل تقديم مرتكبي مثل هذه الأفعال للمحاكمة.

Pronunciation of Arabic text in Latin

“yataeahad kl taraf bi'an yakful edm sudur fiel min 'afeal alharb 'aw al'afeal aleudwaniat 'aw 'afeal aleunf 'aw altahdid biha min dakhil 'aradih 'aw bwastt quwwat khadiyat lisitaratih 'aw murabatat ealaa 'aradih dida alsukkan 'aw almuatinin 'aw almunmalakat alkhayat bialturf alakhura. kama yataeahad kl taraf bialaimtinae ean altanzim 'aw altahrid 'aw al'iitharat 'aw almusaeadat 'aw alaishtirak fi fiel min 'afeal alharb 'aw al'afeal aleudwaniat 'aw alnashat alhidam 'aw 'afeal aleunf almawjat dida altaraf alakhar fi 'ayi makanin. kama yataeahad bi'an yakful taqdim murtakibi mithl hadhih al'afeal lilmuhakamat.”

ST	TT	Back translation(BT)	Method of translation
Inciting	الإثارة Al'iitharat	Excitement	Equivalence
Subversion	النشاط الهدام Alnashat alhidam	Destructive activity	Modulation

Analysis:

The word *Inciting* was translated as *Aliitharat* in which the translator used the equivalence method. The word *Subversion* was translated as *Alnashat alhidam* by applying the modulation method.

The word *Inciting* could be translated as *Al'iitharat* and *Iistafzaz* which are both synonyms for *Inciting*. However, in the Arabic language, the word *Al'iitharat* refers to the feeling of excitement and pleasure and it means also the act or speech that makes someone annoyed or angry. As for *Iistafza*, it means disturbing someone or annoying him. I propose the word *Istafza* being more suitable for this particular content.

While the word *Subversion* could be translated as *Alnashat alhidam* and *Aemal takhrib* as well, both refer to the action or process of causing much damage to something or public or private property.

After surveying many legal agreements translated into Arabic, the expression *Alnashat alhidam* is not very common in Arabic legal language. I think *Aemal akhrib* is more appropriate for the legal language.

Example 8 from article 3 no 3

ST

"The Parties agree that the normal relationship established between them will include full recognition, diplomatic, economic and cultural relations, termination of economic boycotts and discriminatory barriers to the free movement of people and goods, and will guarantee the mutual enjoyment by citizens of the due process of law. The process by which they undertake to achieve such a relationship parallel to the implementation of other provisions of this Treaty is set out in the annexed protocol (Annex III)."

TT

3. يتفق الطرفان على أن العلاقات الطبيعية التي ستقام بينهما ستتضمن الاعتراف الكامل والعلاقات الدبلوماسية والاقتصادية والثقافية وإنهاء المقاطعة الاقتصادية والحوجز ذات الطابع التمييزي المفروضة ضد حرية انتقال الأفراد والسلع. كما يتعهد كل طرف بأن يكفل تمتع مواطني الطرف الآخر الخاضعين لاختصاصه القضائي بكافة الضمانات القانونية ويوضح البروتوكول الملحق بهذه المعاهدة (الملحق الثالث) الطريقة التي يتعهد الطرفان بمقتضاها بالتوصل إلى إقامة هذه العلاقات وذلك بالتوازي مع تنفيذ الأحكام الأخرى لهذه المعاهدة.

Pronunciation of Arabic text in Latin

“yatafiq altarafan ealaa 'ana alealaqat altabieiat alati satuqam baynahuma satatadaman alaietiraf alkamil walealaqat aldiblumasiat walaiqtisadiat walthaqafiat wa'iinha' almuqataeat alaiqtisadiat walhawajiz dhat alttabie altamyizia almafrudat dida huriyat aintiqal al'afraad walsulea. kama yataeahad kl taraf bi'an yakful tamatae muatinia altaraf alakhar alkhadiein liaikhtisasih alqadayiyi bikaft aldamanat alqanuniat wayuadih albrutukul almulhaq bihadhih almueahada (almulhaq althalth)

altariqat alty yataeahad altarafan bimuqtadaha bialtawasul 'iilaa 'iiqamat hadhih alealaqat wdhlk bialtawazi mae tanfidh al'ahkam al'ukhraa lihadhih almueahada.”

ST	TT	Back translation(BT)	Method of translation
Protocol	البروتوكول Albrutukul	Protocol	Borrowing

Analysis:

In the example above, the word *Protocol* is translated as *Albrutukul* by applying the borrowing method.

The word *Protocol* could be translated as *Albrutukul* by borrowing it directly from the original text, but it can also be translated as *Mithaq*. Both *Albrutukul* and *Mithaq* refer to rules signed and agreed by both parties and both are satisfactory. However, I prefer the word *Mithaq* to *Albrutukul* since it refers to an agreement based on trust between the two parties.

Example 9 from article 4 no 2

ST

"The Parties agree to the stationing of United Nations personnel in areas described in Annex I. The Parties agree not to request withdrawal of the United Nations personnel and that these personnel will not be removed unless such removal is approved by the Security Council of the United Nations, with the affirmative vote of the five Permanent Members, unless the Parties otherwise agree."

TT

يتفق الطرفان على تمركز أفراد الأمم المتحدة في المناطق الموضحة بالملحق الأول ويتفق الطرفان على ألا يطلب سحب هؤلاء الأفراد وعلى أن سحب هؤلاء الأفراد لن يتم إلا بموافقة مجلس الأمن التابع للأمم المتحدة بما في ذلك التصويت الإيجابي للأعضاء الخمسة الدائمين بالمجلس وذلك ما لم يتفق الطرفان على خلاف ذلك.

Pronunciation of Arabic text in Latin

“yatafiq altarafan ealaa tamrkuz 'afrad al'umam almutahidat fi almanatiq almawadahat bialmulhaq al'awal wayatafiq altarafan ealaa 'alaa yatluba sahb hula' al'afrad waealaa 'ana sahb hula' al'afrad In yatima 'iilaa bimuafaqat majlis al'amn alttabie lil'umam almutahidat bima fi dhalik altaswit al'iijabii lil'aeda' alkhmst alddayimin bialmajlis wdhlk ma lm yatafiq altarafan ealaa khilaf dhalik.”

ST	TT	Back translation(BT)	Method of translation
Personnel	افراد 'Afrad	Individuals	Modulation

Analysis:

The translator chose the word *Afrad* to translate *Personnel* using the Modulation method.

The word *Personnel* can be translated as *Afrad* and *Quwwat* as well. Both are different in meaning, the word *Afrad* a single human being as distinct from a group, class, or family. As for *Quwwat*, it refers to a group of armies of a country, which includes land, sea and air forces. I suggest that the best translation would be the word *Quwwat* since it is more formal than *Afrad*.

Example 10 from article 5 no 1

ST

"Ships of Israel, and cargoes destined for or coming from Israel, shall enjoy the right of free passage through the Suez Canal and its approaches through the Gulf of Suez and the Mediterranean Sea on the basis of the Constantinople Convention of 1888, applying to all nations, Israeli nationals, vessels and cargoes, as well as persons, vessels and cargoes destined for or coming from Israel, shall be accorded non- discriminatory treatment in all matters connected with usage of the canal".

TT

تتمتع السفن الإسرائيلية والشحنات المتجهة من إسرائيل وإليها بحق المرور الحر في قناة السويس ومدخلها في كل من خليج السويس والبحر الأبيض المتوسط وفقا لأحكام اتفاقية القسطنطينية لعام

1888 المنطبقة على جميع الدول. كما يعامل رعايا إسرائيل وسفنها وشحناتها وكذلك الأشخاص والسفن والشحنات المتجهة من إسرائيل وإليها معاملة لا تنسم بالتمييز في كافة الشؤون المتعلقة باستخدام القناة.

Pronunciation of Arabic text in Latin

“tatamatae alsufun al'iisrayiylia walshahnat almutajiha min 'iisrayiyl wa'ilayha bihaq almurur alhuri fi qanat alsuways wamadakhiliha fi kl min khalij alsuways walbahr al'abyad almutawasit wifqaan li'ahkam itifaqia alqustantinia lieam 1888 almuntabaqa ealaa jmye alduwl. kama yueamal raeaya 'iisrayiyl wasafnaha washuhnatiha wakadhalik al'ashkhas walsafn walshahnat almutajiha min 'iisrayiyl wa'ilayha mueamala la tatasim bialtamyiz fi kaft alshuwuwn almutaealiqa biastikhdam alqunat.”

ST	TT	Back translation(BT)	Method of translation
Constantinople Convention	اتفاقية القسطنطينية Itifaqia alqustantinia	Constantinople Conference	Equivalence

Analysis:

The word *Convention* in the phrase *The Constantinople Convention* is translated as *Aitifaqia* by applying the equivalence method.

The word *Convention* can be translated as *Aitifaqia* and *Mueahadat* as well. As mentioned before, the word *Aiifaqia* is related to peace agreements, while *Mueahada* expresses obligatory expressions. I think *Mueahadat* is more appropriate for the *The Constantinople Convention*.

Example 11 from article 6 no 5

ST

"Subject to Article 103 of the United Nations Charter in the event of a conflict between the obligation of the Parties under the present Treaty and any of their other obligations, the obligations under this Treaty will be binding and implemented."

TT

مع مراعاة المادة 103 من ميثاق الأمم المتحدة يقر الطرفان بأنه في حالة وجود تناقض بين التزامات الأطراف بموجب هذه المعاهدة وأي من التزاماتهما الأخرى، فإن الالتزامات الناشئة عن هذه المعاهدة تكون ملزمة ونافذة.

Pronunciation of Arabic text in Latin

“mae muraeat almadat 103 min mithaq al'umam almutahidat yuqaru altarafan bi'anah fi halat wujud tanaqud bayn ailtizamat al'atraf bmwjb hadhih almueahadat wa'ay min ailtizamatihima al'ukhraa, fa'iina alailtizamat alnnashiat ean hadhih almueahadat takun mulzimatan wa nafidhatun.”

ST	TT	Back translation(BT)	Method of translation
Implemented	نافذة Nafidhatun	Implemented	Literal

Analysis:

In the previous example, the word *Implemented* is translated as *Nafidhaun* using the literal method.

However, the word *Implemented* can be translated in two ways, as *Nafidhaun* and *Wajib tanfidh*. Both refer to putting a decision, plan, or agreement into effect. In the Arabic language, the word *Nafidhaun* refers to window which might confuse the readers. As for *Wajib tanfidh*, it means compulsory and obligatory implementation. I think the phrase *Wajib tanfidh* is more convenient for translating this word.

Example 12 from article 7 no:2

ST

"Any such disputes which cannot be settled by negotiations shall be resolved by conciliation or submitted to arbitration."

TT

إذا لم يتيسر حل هذه الخلافات عن طريق المفاوضة فتحل بالتوفيق أو تحال إلى التحكيم.

Pronunciation of Arabic text in Latin

“iidha lm yatayasar halu hadhih alkhilafat ean tariq almufawadat fatahilu biatawfiq 'aw tahal 'iilaa altahkim.”

ST	TT	Back translation(BT)	Method of translation
Conciliation	بالتوفيق Biatawfiq	Conciliation	Literal

Analysis:

In the example above, the word *Conciliation* is translated as *Biatawfiq* using the Literal method.

The word *Conciliation* can be translated as *Biatawfiq* and *Tawafuq* which are both synonyms for the word *Conciliation*. However, in the Arabic language, the word *Biatawfiq* has another meaning which is Good luck and it leads to ambiguity in translation while the word *Tawafuq* means restoring friendly relations between two parties. I suppose that the word *Tawafuq* gives the intended meaning.

4.3. Discussion

Terminology problems are considered the most common challenges in legal translation. In this chapter, the lexical units of the Israel-Egypt Peace Treaty are analysed. The alternative translation of these units is given according to Vinay and Darbelnet methods.

In the title of the treaty, the translator used the literal method to translate an English word:

“Treaty”

It was translated to Arabic as *Mueahadat* in the target text. Since this treaty’s goal is to attain peace between two parties, the word *Aitifaqia* was preferred as a more suitable translation of the word *Treaty*.

In the first paragraph, the equivalence method has been used for translation of the English word:

“Urgent”

It was translated to Arabic as *Almasa* in TT. In Arabic language, the word *Almasa* refers to more than one meaning. It could refer to urgent action or a diamond stone as well. This can lead to ambiguity in the translation. The term *Eajila* is perhaps the only Arab equivalent that gives the intended meaning exactly.

Also, the translator used the literal method to translate the word:

“Just”

It was translated as *Eadala* in Arabic; the word *Eadala* refers to fair judgment, which refers to conformity with that which is lawful or fair while the word *Iinsaf* means impartial and giving the right to the oppressed. We concluded that the more convenient translation for this particular context is the word *Iinsaf*.

In the third paragraph, the translator also used the equivalence method for translation of:

“Aforementioned”

It is translated in Arabic as *Almushar 'iilayh*. However, in Arabic legal language, the word *Madhkur* is preferred to *Mushar 'iilayh*.

In the fifth paragraph, the translator used the literal method for translation of the expression:

“Important step”

In the expression above, the word *Important* was translated as *Hamat* in TT. However, the word *Hamat* means sadness and worry or something very important, while the word *Asasia* means necessary. The word *Asasia* sounds more adequate for the translation of *Imporant* in this context.

In the sixth paragraph, the translator used the equivalence method for translation of the English word:

“Dispute”

The word *Dispute* was translated as *Alnizae* using the literal method. However, it is preferred to translate *Dispute* as *Khilaf* because the word *Alnizae*

refers to violent disagreement without respecting other's feelings, while *Dispute* is disagreement but with respecting others.

In article 2, the translator used the literal method to translate the word:

“Without prejudice”

The phrase was translated as *Dun almisas* which confuses the readers because the word *Almisas* means to touch and in this phrase, *Dun almisas* might mean without touching. However, the phrase *Without prejudice* can be translated as *Dun 'iikhlah* which could be more convenient for this context.

In article 3 No2, the translator has applied an equivalence method to translate the word:

“Inciting”

It was translated as *Al'iitharat* in Arabic. However, the word *Al'iitharat* may confuse the readers because it has more than one meaning. It could mean excitement or the act or speech that makes someone annoyed or angry. The word *Istafza* could be more suitable for this particular context since it means disturbing or annoying someone.

The modulation method was used to translate the word:

“Subversion”

It was translated in Arabic as *Alnashat alhidam*. The expression *Alnashat alhidam* is not very common in Arabic legal language. The expression *Aemal akhrib* is more suitable for legal language.

Then, the translator applied the borrowing method to translate the word

“Protocol”

It was translated as *Albrutukul* in TT. However, the word *Mithaq* is preferred to *Albrutukul* since it refers to an agreement based on trust between two parties.

In article 4, the translator used the modulation method to translate the English word:

Personnel

It was translated as *Afrad* in Arabic. The word *Afrad* is a single human being as distinct from a group, class, or family. The best translation for the word *Afrad* could be *Quwwat* since it is more formal than *Afrad*.

In article 5, the translator applied the modulation method to translate the English word:

“Convention”

In the expression *Constantinople Convention*, the word *Convention* was translated as *Aitifaqia* in TT. However, the word *Mueahadat* is more appropriate for the expression *The Constantinople Convention* because *Aitifaqia* is more appropriate for peace agreements.

And in article 6, the translator employed the literal method to translate the word:

“Implemented”

It was translated as *Nafidhaun* in Arabic. But the phrase *Wajib tanfidh* is more appropriate for translating this word because the word *Nafidhaun* has another meaning in the Arabic language which is window, while *Wajib tanfidh* means compulsory and obligatory implementation.

And in article 7, the literal method has been used to translate the word:

“Conciliation”

It was translated as *Bialtawfiq* in TT. However, in Arabic language, the word *Bialtawfiq* has another meaning which is Good luck and this creates ambiguity for the readers. The word *Tawafuq* gives the intended meaning for the word *Conciliation*.

Analysis of 14 selected items of each paragraph and articles of the Egypt-Israel peace treaty is given separately. This study aims to analyse the source text and target text to clarify the Arabic words or expressions translated inappropriately and proposing more appropriate methods for these lexical items. The alternative translation is conducted by using Vinay and Darbelnet's procedures.

After analysis, we have come up with the possibility of using alternative translation for these selected units, since it produces more relevant meaning in sentence context and more concrete text.

Also, the results of the analysis demonstrate challenges that the translators encounter during a legal translation. And these results answer the research question “Is it possible to conduct an alternative translation of lexical terms in the Israel-Egypt peace treaty?” that can be more suitable according to Vinay and Darbelnet’s methods.

CONCLUSION

In this study, lexical items were analysed for a chosen treaty – the Israel-Egypt peace treaty - and an alternative translation of these items was proposed to produce a more appropriate translation for each item. However, the Israel-Egypt peace treaty was chosen as a case study according to the level of importance. The analytical aspect of this study will be carried out within the framework of Vinay and Darbelnet's methods in translation studies. Vinay and Darbelnet's methods are classified into direct methods: borrowing, calque, literal translation and oblique methods: modulation, equivalence, adaptation, transposition.

Four questions were asked in this thesis:

1. Is it possible to conduct an alternative translation of lexical terms in the Israel-Egypt peace treaty that can be more suitable?
2. The research aims to explain whether or not translators are governed by norms during the act of translation. How this affect the resulting product?
3. Which legal translational terms between English and Arabic may become standardized?
4. How translation experts can use this phenomenon to standardize Arabic equivalents of English legal terms in an attempt to minimize the damage done by misinterpretation of international documents?

The findings and the results of the analysis chapter answer the research questions.

This thesis aims to analyse lexical units for the Israel-Egypt peace treaty which is translated from English to Arabic. The translation method for each item was determined by Vinay and Darband's methods and a more appropriate translation method is proposed according to the nature of the target language.

Fourteen items selected from the peace treaty include words and expressions translated inappropriately into Arabic. The methods of translation were arranged in tables with the back translation of each term. In addition, the problem of translating each item was explained and more suitable methods were suggested to produce high-quality translation.

As we live in a globalised world, the role of translation becomes significant in keeping up with civilised progress and the continuity of intercultural communication. Law plays an essential role in our life - the necessity of legal translation is important to translate legal documents, contracts and wills. As Cao (2007) states: "The translation of law has played a very important part in the contact between different peoples and different cultures in history, and is playing an even more important role in our increasingly globalized world" (Cao, 2007, p. 1). Unlike other kinds of translation, translating legal documents requires a lot of expertise in legal language. Legal translation facilitates a lot of people's lives and is essential to strengthening intercultural relations.

Translating legal texts is not just about conveying the meaning of phrases and words between countries, but it is tightly connected to culture. Translators require deep expertise in all aspects of the law to tackle all the problems they encounter.

According to Sarcevic (1997), legal texts are divided into 3 types: (1) Prescriptive texts such as laws, regulations, codes, contracts, treaties and conventions are usually obligatory laws. (2) Descriptive and prescriptive texts like judicial decisions related to judicial and administrative procedures such as requests, pleadings, briefs, appeals, actions and petitions. (3) Purely descriptive texts involving scholarly works produced by legal scholars like legal opinions, law textbooks and articles (Sarcevic, 1997, p. 11).

This study is primarily based on analysing legal texts between the English and Arabic languages. The lexical and syntactic features of both English and Arabic are described separately in Chapter II. Furthermore, influences on the two languages are mentioned and their evolution over time.

The English legal language was influenced by Anglo-Saxon, French and Latin influences. As for legal Arabic, it was influenced by Islamic law deriving from the Quran (holy book), Hadith (words of the prophet Muhammad) and French law.

Legal translation is a comparison of two different languages. Legal translators play an essential role in producing high-quality translation. Due to the nature of this work, legal translators must have experience in the background of the two languages to be translated and they should expect to encounter all possible barriers in their duty.

According to Smith (1995) (as cited in Cao, 2007), there are three main qualities for a successful legal translator: 1: The legal translator must possess a basic knowledge of the legal systems. (2) They must possess familiarity with the relevant terminology. (3) They should be competent in the TL-specific legal writing style (Cao, 2007, p. 37).

After the theoretical aspect of this study, lexical units were analysed for “*a peace agreement between Egypt and Israel*” by applying seven methods of Vinay and Darbland in translation. The methods of translation of each item were illustrated in tables by mentioning the back translation of each item. However, the problem of translating each item was explained, and their alternative translation was proposed in chapter IV. After analysing we concluded: In the title of the treaty, the word Treaty was translated literally as *Mueahadat* in TT. The word *Aitifaqia* was preferred as a more precise translation of Treaty.

In the first paragraph, the word *Urgent* was translated as *Almasa* in Arabic using the equivalence method. The term *Eajila*, perhaps the only Arab equivalent that gives the accurate meaning. The word *Just* can be translated as *Eadala* by. However, the word *Iinsaf* was suggested as a more suitable translation.

In the third paragraph, the word *Aforementioned* was translated as *Almushar 'iilayh* by employing the equivalence method. But the word *Madhkur* is preferred to *Mushar 'iilayh* according to the nature of the Arabic language.

In the fifth paragraph, the phrase Important Step was translated as *Hamat* in Arabic by using literal translation. Nonetheless, the word *Asasia* was proposed for the translation of the word Important.

In the sixth paragraph, the translator applied the equivalence method for the translation of the word *Dispute* where it translated as *Alnizae*, it is preferred to translate *Dispute* as *Khilaf* as it is more convenient in the Arabic language.

In article 2, the expression *Without prejudice* was translated as *Dun almisas* using the literal method. The expression *Dun 'iikhlal* was preferred to *Dun almisas*.

In article 3 No2, the word *Inciting* was translated as *Al'iitharat* in TT by applying the equivalence method. The word *Al'iitharat* was replaced by a more suitable translation which is *Istafza*.

While the word *Subversion* was translated as *Alnashat alhidam* by employing the modulation method, nonetheless, the expression *Aemal akhrib* is more suitable for the Arabic legal language.

Moreover, the word *Protocol* was translated into Arabic as *Albrutukul* in TT. However, the word *Mithaq* is preferred to *Albrutukul* in this part.

In article 4, the word *Personnel* was translated as *Afrad* by applying the modulation method. However, the best translation for this word could be *Quwwat*.

In article 5, the modulation method has been applied for translating the word *Convention* as *Aitifaqia* in Arabic. The word *Mueahadat* was proposed as a more acceptable translation for this word.

And in article 6, the translator used the literal method to translate the word *Implemented* as *Nafidhaun* in TT. The expression *Wajib tanfidh* was proposed as a more adequate translation for this word.

And in article7, the literal method has been used to translate the word *Conciliation* as *Bialtawfiq* in Arabic. The word *Bialtawfiq* was replaced by a more appropriate translation which is *Tawafuq*.

In conclusion, we have achieved the possibility of applying alternative translation for the selected units, as it produces a more concrete text.

In addition, the results and findings of the analysis described obstacles that the translators face in legal translation. These results answer the main research goal which is conducting an alternative translation of lexical terms in the Israel-Egypt peace treaty that can be more adequate according to Vinay and Darbelnet's methods.

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APPENDICES

Appendix 1: Legal Dictionaries

<https://www.almaany.com/>

<https://www.merriam-webster.com/dictionary/fun>

Appendix 2: The Text of Israeli-Egypt Peace Treaty 1979

TREATY OF PEACE¹ BETWEEN THE ARAB REPUBLIC OF EGYPT
AND THE STATE OF ISRAEL

The Government of the Arab Republic of Egypt and the Government of the State of Israel,

PREAMBLE

Convinced of the urgent necessity of the establishment of a just, comprehensive and lasting peace in the Middle East in accordance with Security Council Resolutions 242² and 338;³

Reaffirming their adherence to the "Framework for Peace in the Middle East Agreed at Camp David," dated September 17, 1978;⁴

Noting that the aforementioned Framework as appropriate is intended to constitute a basis for peace not only between Egypt and Israel but also between Israel and each of its other Arab neighbors which is prepared to negotiate peace with it on this basis;

Desiring to bring to an end the state of war between them and to establish a peace in which every state in the area can live in security;

Convinced that the conclusion of a Treaty of Peace between Egypt and Israel is an important step in the search for comprehensive peace in the area and for the attainment of the settlement of the Arab-Israeli conflict in all its aspects;

Inviting the other Arab parties to this dispute to join the peace process with Israel guided by and based on the principles of the aforementioned Framework;

Desiring as well to develop friendly relations and cooperation between themselves in accordance with the United Nations Charter and the principles of international law governing international relations in times of peace;

Agree to the following provisions in the free exercise of their sovereignty, in order to implement the "Framework for the Conclusion of a Peace Treaty Between Egypt and Israel".

Article I. 1. The state of war between the Parties will be terminated and peace will be established between them upon the exchange of instruments of ratification of this Treaty.

2. Israel will withdraw all its armed forces and civilians from the Sinai behind the international boundary between Egypt and mandated Palestine, as provided in the annexed protocol (Annex I), and Egypt will resume the exercise of its full sovereignty over the Sinai.

¹ Came into force on 25 April 1979 by the exchange of the instruments of ratification, which took place at Om-Khoshbeib, Egypt, in accordance with article IX (1).

² United Nations, *Official Records of the Security Council, Twenty-second Year, Resolutions and Decisions of the Security Council 1967* (S/INF/22/Rev.2), p. 8. See also p. 199 of this volume.

³ *Ibid.*, *Twenty-eighth Year, Resolutions and Decisions of the Security Council 1973* (S/INF/29), p. 10. See also p. 200 of this volume.

⁴ See p. 196 of this volume.

3. Upon completion of the interim withdrawal provided for in Annex I, the Parties will establish normal and friendly relations, in accordance with article III (3).

Article II. The permanent boundary between Egypt and Israel is the recognized international boundary between Egypt and the former mandated territory of Palestine, as shown on the map at Annex II,¹ without prejudice to the issue of the status of the Gaza Strip. The Parties recognize this boundary as inviolable. Each will respect the territorial integrity of the other, including their territorial waters and airspace.

Article III. 1. The Parties will apply between them the provisions of the Charter of the United Nations and the principles of international law governing relations among states in times of peace. In particular:

- a. They recognize and will respect each other's sovereignty, territorial integrity and political independence;
- b. They recognize and will respect each other's right to live in peace within their secure and recognized boundaries;
- c. They will refrain from the threat or use of force, directly or indirectly, against each other and will settle all disputes between them by peaceful means.

2. Each Party undertakes to ensure that acts or threats of belligerency, hostility, or violence do not originate from and are not committed from within its territory, or by any forces subject to its control or by any other forces stationed on its territory, against the population, citizens or property of the other Party. Each Party also undertakes to refrain from organizing, instigating, inciting, assisting or participating in acts or threats of belligerency, hostility, subversion or violence against the other Party, anywhere, and undertakes to ensure that perpetrators of such acts are brought to justice.

3. The Parties agree that the normal relationship established between them will include full recognition, diplomatic, economic and cultural relations, termination of economic boycotts and discriminatory barriers to the free movement of people and goods, and will guarantee the mutual enjoyment by citizens of the due process of law. The process by which they undertake to achieve such a relationship parallel to the implementation of other provisions of this Treaty is set out in the annexed protocol (Annex III).

Article IV. 1. In order to provide maximum security for both Parties on the basis of reciprocity, agreed security arrangements will be established including limited force zones in Egyptian and Israeli territory, and United Nations forces and observers, described in detail as to nature and timing in Annex I, and other security arrangements the Parties may agree upon.

2. The Parties agree to the stationing of United Nations personnel in areas described in Annex I. The Parties agree not to request withdrawal of the United Nations personnel and that these personnel will not be removed unless such removal is approved by the Security Council of the United Nations, with the affirmative vote of the five Permanent Members, unless the Parties otherwise agree.

3. A Joint Commission will be established to facilitate the implementation of the Treaty, as provided for in Annex I.

¹ See p. 181 of this volume.

4. The security arrangements provided for in paragraphs 1 and 2 of this article may at the request of either Party be reviewed and amended by mutual agreement of the Parties.

Article V. 1. Ships of Israel, and cargoes destined for or coming from Israel, shall enjoy the right of free passage through the Suez Canal and its approaches through the Gulf of Suez and the Mediterranean Sea on the basis of the Constantinople Convention of 1888, applying to all nations. Israeli nationals, vessels and cargoes, as well as persons, vessels and cargoes destined for or coming from Israel, shall be accorded non-discriminatory treatment in all matters connected with usage of the canal.

2. The Parties consider the Strait of Tiran and the Gulf of Aqaba to be international waterways open to all nations for unimpeded and non-suspendable freedom of navigation and overflight. The Parties will respect each other's right to navigation and overflight for access to either country through the Strait of Tiran and the Gulf of Aqaba.

Article VI. 1. This Treaty does not affect and shall not be interpreted as affecting in any way the rights and obligations of the Parties under the Charter of the United Nations.

2. The Parties undertake to fulfill in good faith their obligations under this Treaty, without regard to action or inaction of any other party and independently of any instrument external to this Treaty.

3. They further undertake to take all the necessary measures for the application in their relations of the provisions of the multilateral conventions to which they are parties, including the submission of appropriate notification to the Secretary-General of the United Nations and other depositaries of such conventions.

4. The Parties undertake not to enter into any obligation in conflict with this Treaty.

5. Subject to Article 103 of the United Nations Charter, in the event of a conflict between the obligations of the Parties under the present Treaty and any of their other obligations, the obligations under this Treaty will be binding and implemented.

Article VII. 1. Disputes arising out of the application or interpretation of this Treaty shall be resolved by negotiations.

2. Any such disputes which cannot be settled by negotiations shall be resolved by conciliation or submitted to arbitration.

Article VIII. The Parties agree to establish a claims commission for the mutual settlement of all financial claims.

Article IX. 1. This Treaty shall enter into force upon exchange of instruments of ratification.

2. This Treaty supersedes the Agreement between Egypt and Israel of September, 1975.¹

¹ United Nations, *Security Council Documents 1975* S/11818 of 2 September 1975, as well as S/11818/Add.1/Corr.1, S/11818/Add.1, S/11818/Add.2, S/11818/Add.3, S/11818/Add.4, S/11818/Add.5/Corr.1 and S/11818/Add.5, and United Nations, *Security Council Documents 1974* S/11198 of 18 January 1974 and S/11198/Add.1.

Appendix 3: The Official Translation of Israeli-Egypt Peace Treaty 1979

معاهدة السلام بين جمهورية مصر العربية ودولة إسرائيل (واشنطن، 26/3/1979)

أولاً: نص المعاهدة*

إن حكومة جمهورية مصر العربية وحكومة دولة إسرائيل -

الديباجة

اقتناعاً منهما بالضرورة الماسة لإقامة سلام عادل وشامل ودائم في الشرق الأوسط وفقاً لقراري مجلس الأمن 242 و 338 ..

إذ تؤكدان من جديد التزامهما "بإطار السلام في الشرق الأوسط المتفق عليه في كامب ديفيد"، المؤرخ في 17 سبتمبر [أيلول] 1978 ..

وإذ تلاحظان أن الإطار المشار إليه إنما قصد به أن يكون أساساً للسلام، ليس بين مصر وإسرائيل فحسب، بل أيضاً بين إسرائيل وأي من جيرانها العرب كل فيما يخصه ممن يكون على استعداد للتفاوض من أجل السلام معها على هذا الأساس ..

ورغبة منهما في إنهاء حالة الحرب بينهما وإقامة سلام تستطيع فيه كل دولة في المنطقة أن تعيش في أمن ..

واقترناعاً منهما بأن عقد معاهدة سلام بين مصر وإسرائيل يعتبر خطوة هامة في طريق السلام الشامل في المنطقة والتوصل إلى تسوية للنزاع العربي الإسرائيلي بكافة نواحيه -

وإذ تدعوان الأطراف العربية الأخرى في النزاع إلى الاشتراك في عملية السلام مع إسرائيل على أساس مبادئ إطار السلام المشار إليها آنفاً واسترشاداً بها ..

وإذ ترغبان أيضاً في إنماء العلاقات الودية والتعاون بينهما وفقاً لميثاق الأمم المتحدة ومبادئ القانون الدولي التي تحكم العلاقات الدولية في وقت السلم ..

قد اتفقتا على الأحكام التالية بمقتضى ممارستها الحرة لسيادتهما من أجل تنفيذ الإطار الخاص بعقد معاهدة السلام بين مصر وإسرائيل ..

المادة الأولى

1) تنتهي حالة الحرب بين الطرفين ويقام السلام بينهما عند تبادل وثائق التصديق على هذه المعاهدة.

* المصدر: "المعاهدة المصرية - الإسرائيلية، نصوص وردود فعل" (بيروت: مؤسسة الدراسات الفلسطينية، 1979)، ص 3 - 56

- (2) تسحب إسرائيل كافة قواتها المسلحة والمدنيين من سيناء إلى ما وراء الحدود الدولية بين مصر وفلسطين تحت الانتداب. كما هو وارد بالبروتوكول الملحق بهذه المعاهدة (الملحق الأول) وتسانف مصر ممارسة سيادتها الكاملة على سيناء.
- (3) عند إتمام الانسحاب المرحلي المنصوص عليه في الملحق الأول، يقيم الطرفان علاقات طبيعية وودية بينهما طبقاً للمادة الثالثة (فقرة 3).

المادة الثانية

إن الحدود الدائمة بين مصر وإسرائيل هي الحدود الدولية المعترف بها بين مصر وفلسطين تحت الانتداب كما هو واضح بالخريطة في الملحق الثاني وذلك دون المساس بما يتعلق بوضع قطاع غزة. ويقر الطرفان بأن هذه الحدود مصونة لا تمس ويتعهد كل منهما باحترام سلامة أراضي الطرف الآخر بما في ذلك مياهه الإقليمية ومجاله الجوي.

المادة الثالثة

- 1- يطبق الطرفان فيما بينهما أحكام ميثاق الأمم المتحدة ومبادئ القانون الدولي التي تحكم العلاقات بين الدول في وقت السلم، وبصفة خاصة:
- (أ) يقر الطرفان ويحترم كل منهما سيادة الآخر وسلامة أراضيه واستقلاله السياسي.
- (ب) يقر الطرفان ويحترم كل منهما حق الآخر في أن يعيش في سلام داخل حدوده الأمنة والمعترف بها.
- (ج) يتعهد الطرفان بالامتناع عن التهديد باستخدام القوة أو استخدامها، أحدهما ضد الآخر على نحو مباشر أو غير مباشر، وبكل كافة الممارعات التي تنشأ بينهما بالوسائل السلمية.
- 2- يتعهد كل طرف بأن يكفل عدم صدور فعل من أفعال الحرب أو الأفعال العدوانية أو أفعال العنف أو التهديد بها من داخل أراضيه أو بواسطة قوات خاضعة لسيطرته أو مرابطة على أراضيه ضد السكان أو المواطنين أو الممتلكات الخاصة بالطرف الآخر كما يتعهد كل طرف بالامتناع عن التنظيم أو التحريض أو الإثارة أو المساعدة أو الاشتراك في فعل من أفعال الحرب أو الأفعال العدوانية أو النشاط الهدام أو أفعال العنف الموجهة ضد الطرف الآخر في أي مكان. كما يتعهد بأن يكفل تقديم مرتكبي مثل هذه الأفعال للمحاكمة.
- 3- يتفق الطرفان على أن العلاقات الطبيعية التي ستقام بينهما ستضمن الاعتراف الكامل والعلاقات الدبلوماسية والاقتصادية والثقافية وإنهاء المقاطعة الاقتصادية والحواجز ذات الطابع التمييزي المفروضة ضد حرية انتقال الأفراد والسلع. كما يتعهد كل طرف بأن يكفل تمتع مواطني الطرف الآخر الفاضحين باختصاصه القضائي بكافة الضمانات القانونية ويوضح البروتوكول الملحق بهذه المعاهدة (الملحق الثالث) الطريقة

التي يتعهد الطرفان بمقتضاها بالتوصل إلى إقامة هذه العلاقات وذلك بالتوازي مع تنفيذ الأحكام الأخرى لهذه المعاهدة.

المادة الرابعة

- (1) بغية توفير الحد الأقصى للأمن لكلي الطرفين وذلك على أساس التبادل تقام ترتيبات أمن متفق عليها بما في ذلك مناطق محدودة التسليح في الأراضي المصرية والإسرائيلية وقوات أمن متحدة ومراقبين من الأمم المتحدة وهذه الترتيبات موضحة تفصيلاً من حيث الطبيعة والتوقيت في الملحق الأول وكذلك أية ترتيبات أمن أخرى قد يتفق عليها الطرفان.
- (2) يتفق الطرفان على تركيز أفراد الأمم المتحدة في المناطق الموضحة بالملحق الأول ويتفق الطرفان على ألا يطلب سحب هؤلاء الأفراد وعلى أن سحب هؤلاء الأفراد لن يتم إلا بموافقة مجلس الأمن التابع للأمم المتحدة بما في ذلك التصويت الإيجابي للأعضاء الخمسة الدائمين بالمجلس وذلك ما لم يتفق الطرفان على خلاف ذلك.
- (3) تنشأ لجنة مشتركة لتسهيل تنفيذ هذه المعاهدة وفقاً لما هو منصوص عليه في الملحق الأول.
- (4) يتم بناء على طلب أحد الطرفين إعادة النظر في ترتيبات الأمن المنصوص عليها في الفقرتين 1، 2 من هذه المادة وتعديلها باتفاق الطرفين.

المادة الخامسة

- (1) تتمتع السفن الإسرائيلية والشحنات المتجهة من إسرائيل وإليها بحق المرور الحر في قناة السويس ومداخلها في كل من خليج السويس والبحر الأبيض المتوسط وفقاً لأحكام اتفاقية القسطنطينية لعام 1888 المنطبقة على جميع الدول. كما يعامل رعايا إسرائيل وسفنها وشحناتها وكذلك الأشخاص والسفن والشحنات المتجهة من إسرائيل وإليها معاملة لا تتسم بالتمييز في كافة الشؤون المتعلقة باستخدام القناة.
- (2) يعتبر الطرفان أن مضيق تيران وخليج العقبة من الممرات المائية الدولية المفتوحة لكافة الدول دون عائق أو إيقاف لحرية الملاحة أو العبور الجوي. كما يحترم الطرفان حق كل منهما في الملاحة والعبور الجوي من وإلى أراضيها عبر مضيق تيران وخليج العقبة.

المادة السادسة

- (1) لا تنس هذه المعاهدة ولا يجوز تفسيرها على أي نحو يمس بحقوق والتزامات الطرفين وفقاً لميثاق الأمم المتحدة.
- (2) يتعهد الطرفان بأن ينفذا بحسن نية التزاماتهما الناشئة عن هذه المعاهدة بصرف النظر عن أي فعل أو امتناع عن فعل من جانب طرف آخر ويشكل مستقل عن أية وثيقة خارج هذه المعاهدة.

- (3) كما يتعهدان بأن يتخذوا كافة التدابير اللازمة لكي تنطبق في علاقاتهما أحكام الاتفاقيات المتعددة الأطراف التي يكونان من أطرافها بما في ذلك تقديم الإخطار المناسب للأمين العام للأمم المتحدة وجهات الإيداع الأخرى لمثل هذه الاتفاقيات.
- (4) يتعهد الطرفان بعدم الدخول في أي التزام يتعارض مع هذه المعاهدة.
- (5) مع مراعاة المادة 103 من ميثاق الأمم المتحدة يقر الطرفان بأنه في حالة وجود تناقض بين التزامات الأطراف بموجب هذه المعاهدة وأي من التزاماتهما الأخرى، فإن الالتزام الناشئة عن هذه المعاهدة تكون ملزمة وناغذة.

المادة السابعة

- (1) تحل الخلافات بشأن تطبيق أو تفسير هذه المعاهدة عن طريق المفاوضات.
- (2) إذا لم يتيسر حل هذه الخلافات عن طريق المفاوضات فتحل بالتوفيق أو تحال إلى التحكيم.

المادة الثامنة

يتفق الطرفان على إنشاء لجنة مطالبات للتسوية المتبادلة لكافة المطالبات المالية.

المادة التاسعة

- (1) تصبح هذه المعاهدة نافذة المفعول عند تبادل وثائق التصديق عليها.
- (2) تحل هذه المعاهدة محل الاتفاق المعقود بين مصر وإسرائيل في سبتمبر [أيلول] 1975.
- (3) تعد كافة البروتوكولات والملاحق والغرائط الملحقة بهذه المعاهدة جزءاً لا يتجزأ منها.
- (4) يتم إخطار الأمين العام للأمم المتحدة بهذه المعاهدة لتسجيلها وفقاً لأحكام المادة 102 من ميثاق الأمم المتحدة.

حررت في واشنطن دي. سي. في 26 مارس [أذار] 1979م، 27 ربيع الأول 1399هـ من ثلاث نسخ باللغات الإنكليزية والعربية والعبرية وتعتبر جميعها متساوية الحجية، وفي حالة الخلاف حول التفسير فيكون النص الإنكليزي هو الذي يعتد به.

عن حكومة إسرائيل: عن حكومة جمهورية مصر العربية:

شهد التوقيع:

جيمي كارتر

رئيس الولايات المتحدة الأمريكية

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Kapat

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CURRICULUM VITAE

Name and Surname: Sazan KALAMERD

Place and Date of Birth: Iraq- 12/7/1992

Education:

Degree	Field	University	Year
Undergraduate	Department of English Language	Al Qalam University	2016
Graduate	Translation and Intrepretaion Studies	Atilim University	2020

Work Experience:

Work Place	Position	Year
Kokar Foundation for Sustainable development and Voluntary Works www.Kokar.Org	Team Leader	2017

Foreign Languages: English, Turkish

E-mail: Sazansherwan360@gmail.com

Phone: +905347942181

Date: