DIACHRONIC ANALYSIS OF THREE PALESTINIAN MARRIAGE CONTRACTS: IMPLICATIONS FOR TRANSLATORS[1]

Abstract: *Unlike other discourses, legal discourse should be very simple, straightforward and unambiguous, and so should legal translation. However, legal translation implies multifarious challenges. Though, it is still under-research in the Arab World and the Occupied Palestinian Territories (OPT). The present article attempts to shed some light on the development of the language of legal texts in the OPT as illustrated in the study of three marriage contracts representing three sporadic periods of time— post-First World War, post-Israeli occupation to Palestine and post-foundation of Palestinian National Authority (PNA). The rationale beyond this selection is that the OPT has witnessed a political upheaval since the First World War, started with British Mandate until 1948, Israeli occupation in 1948 and now the rule of PNA. A thorough investigation into the contracts over these periods of time shows a noticeable development of the language of the contracts in terms of terminologies, structure and cultural components. The article reveals a good affinity between the language employed in the structure of the contracts and the social, economic and political situations when the contracts were written. Translation-wise, the article reflects on sample translations of the contracts by Hatim et al. (1995) with a view to examining the intricacies of legal translation. The findings show how important for legal translator to be well-versed in the language of law and the development of legal discourse diachronically. The article finally draws some conclusions which may be useful for legal translator trainers/trainees.*

Key Words*: marriage contracts, legal translation, Arabic, English, diachronic analysis*

Résumé*: Contrairement aux autres discours, le discours juridique devrait être très simple, direct et sans ambiguïté, et c'est ainsi que devrait être la traduction juridique. Cependant, la traduction juridique présente de multiples défis. Malgré cette complexité, elle reste encore sous-recherchée dans le monde arabe et dans les Territoires palestiniens occupés. Le présent article tente de mettre en évidence le développement de la langue des textes juridiques dans les territoires palestiniens par l'étude de trois contrats de mariages qui représentent trois périodes sporadiques de temps - après la première guère mondiale, après l'occupation israélienne de la Palestine et après la fondation de l'Autorité palestinienne. La raison derrière cette sélection est que les territoires palestiniens occupés ont témoigné des changements politiques bouleversants depuis la première guère mondiale, du Mandat britannique jusqu' en 1948, de l'occupation israélienne de 1948 jusqu'à la règle de l'autorité palestinienne. Une enquête approfondie sur les contrats de ces périodes de temps montre une évolution notable de la langue des contrats en termes de terminologie, structure et composantes culturelles. Cet article révèle une bonne affinité entre la langue employée dans la structure des contrats et les situations sociales, économiques et politiques à l'époque de l'écriture. Du point de vue de la traduction, l'article s'appuie sur un modèle de traduction des contrats de Hatim et al. (1995) en vue d'examiner les subtilités de la traduction juridique. Les résultats mettent l'accent sur l'importance de la connaissance de la langue du droit et du développement du discours juridique du point de vue diachronique par le*

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traducteur juridique. L'article aboutit à quelques conclusions qui peuvent être utiles pour les traducteurs juridiques, formateurs / stagiaires.

***Mots-clés**: Contrats de mariage, traduction juridique, analyse diachronique arabe et français.*

1. Introduction

Translation has become the ultimate accolade in sciences since time immemorial, the deification of which is due to its potential for intercultural communication, i.e. narrowing the cultural gap between (un)related languages and cultures. On top of that, translation has brought a tremendous infusion of the advancement of one culture into another. In this vein, many cultures have gained momentum and weight through translation. Hermans (1999: 37) argues that Western Europe civilisation was the product of translators. By the same token, Arab culture enjoyed unparalleled prosperity by the flood of translations from Persian, Greek, Syriac etc. as Mouakket (1988: 25) succinctly puts it: "the Arabs owed the Greeks the initiative and the starting point towards reasoning. But no sooner had they taken the first step, than their vigorous and earnest desire for knowledge surpassed that of [the] Greeks in many fields." Sofer (2002: 25-26) also points out that "Islamic scholars served as a bridge between antiquity and the modern world. Our scientific world has its roots in ancient Greece and Rome, but many of its branches have grown on the trunk of Islamic culture."

In what follows, we examine the discourse of marriage contracts in Islamic-Arab culture context from a diachronic perspective. They constitute the matrimonial bond that lasts from the cradle to the grave, so to speak. The legal discourse is not only important for the sustainability of marriage, but it is also crucial to protect the spouses' social and financial rights.

2. Culture and Ideology

Several definitions of culture are presented in social sciences, but for the sake of the present paper, we adopt Goodenough's (1964: 36) definition:

> A society's culture consists of whatever it is one has to know or believe in order to operate in a manner acceptable to its members, and do so in any role that they accept for anyone of themselves. Culture, being what people have to learn as distinct from their biological heritage, must consist of the end product of learning: knowledge […]; it is not a material phenomenon; it does not consist of things, people, behaviour, or emotions. It is rather an organization of these things. It is the forms of things that people have in mind, their models for perceiving, relating, and otherwise interpreting them. As such, the things people say and do, their social arrangements and events, are products or by-products of

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> their culture as they apply it to the task of perceiving and dealing with circumstances.

In this, culture permeates the minutiae of human beings' daily life, to the point of opacity. Since human beings on the face of the earth could not speak the same language, or live in the same place, or eat the same food, or wear the same dress and so on so forth, cultures are thought to drastically diverge. This is the norm indeed—no reason for repugnance about that. What is acceptable by members of a given culture is not necessarily so by other members in another culture.

As for ideology, Malmkjær (2005: 182) offers the following definition: "systematically asymmetrical relations of power such as those which obtain or have obtained between, for example, men and women, adults and children, masters and slaves, colonisers and colonised, masters and servants." Undoubtedly, human beings harbour a particular ideology either consciously or unconsciously, hence being socialist, fascist, capitalist, Marxist, Islamist, feminist, chauvinist, etc.

Indeed, culture and ideology are two incorporating organic entities. Perhaps it is safe to assume that they are two sides of the same coin. By way of illustration, as a social practice in Arab-Islamic culture, a gold wedding ring is worn only by a bride, rather than by a groom, a practice that is utterly ideologically-motivated— Islam urges males to shun worldly contrivances.

3. Legal Discourse and the translator

3.1. Features of Legal Discourse

Legal discourse is characterised by high density of information and excessive length and constitutes a heavy burden on the shoulder of ordinary reader. Bhatia (1998, para. 3) argues that "[o]f all the professional and disciplinary texts, legal genres display an overwhelming use of some of the most typical intertextual and interdiscursive devices, which often create specific problems in their construction, interpretation and use, especially when placed in interdisciplinary contexts." Likewise, Crystal and Davy (1985: 193) describe legal language "as the least communicative, in that it is designed not so much to enlighten language-users." Examples of legal language comprise of various activities such as promissory notes, applications, receipts, notary public, academic certificates, declarations, contracts, certificates, civil status certificates, civil judicial documents, Islamic court documents, among many others. As an umbrella of legal language, legal discourse "shows the oddities of asymmetric legal systems" (Thawabteh & Najjar 2014: 42). Legal discourse, Farghal and Shunnaq (1999: 157), point out "is different from other discourses as it must be

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unambiguous and use legal jargon, and should not bother too much about the simpler needs of the general public." It further reflects explicit divergence of interests of language users, thus legal systems of cultures vary greatly. A case in point is marriage contract in Islamic legal system which is worthy of research for its peculiarities. The contract seems to be held sway by Islamic teachings for many years to the point that emotive religious overtones almost pervade the language. Bearing this in mind, translating Arabic culture-bound legal elements into English is likely to pose a formidable challenge for translators because the translation problems are cultural, rather than linguistic on the one hand, and because of clear-cut development of the language of the contract on the other. It should be noted, however, that the language of the contract formulated decades ago has similarities with a recent one. Odd as it may sound, legal discourse is thought to be difficult to translate, thus "requires a special type of translation, basically because the translator is more restricted than in any other form" (Newmark 1981: 47). Such restriction is imposed by the fact that the translation is "combining the inventiveness of literary translation with the terminological precision of technical translation" (Cairns & McKeon 1995 as cited Harvey 2002: 177). Legal translation is also distinguished from other kinds of translation in that it is not "specifically addressed to a target culture audience i.e. not particularly tied to the [SL] community and culture" (House 1977 cited in Emery 1989:10). Because of the asymmetry of legal systems in various cultures, the task of legal translators "as cultural mediators is to adequately communicate information about foreign law specifically taking into account the divergent previous knowledge of the target audience in order to avoid misunderstandings" (Pommer 2008: 17). Finally, in the translation of legal discourse, Hatim et al. (1995: 5) claim, "the Arab translator is very much on his or her own, firstly because of the drastic cultural differences between the Arabic source text and a possible English equivalent, and secondly due to the almost total absence of an English model to follow."

3.2. Qualities of Legal Translators

"The central prerequisite of translation as a dynamic task for the translator is to comprehend the given text within an adequate legal perspective" (Stolze 2013: 68). Stolz takes the discussion of legal translation a step further by focusing on knowledge that has a bearing on positioning of textual background. That is, the translator should be versed in (1) legal world culture with its own law system (European continental/Anglo-Saxon/Arabic/Chinese); (2) the form of legislation continental law/ case law/ supra-national law/ law in other regions; (3) text genre macro-structure of text type (paragraph of code, court sentence, certificate, contract, document, etc.); (4) field of law: criminal, civil, administrative, works, trade, family, international law, etc. of the country; (5)

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legal concepts levels of abstraction of concept and lexis on the text level; and (6) legal style: precision and anonymity in civil law, individual style in common law, standard formulae, speech acts (2013: 68).

Moreover, Stolz (2013: 68) speaks of knowledge related to rhetoric formulating which may include (1) text function transparency for source text function, documentary translation, orientation markers, translation assignment; (2) terminology state of equivalence of concepts to be checked, translation principle of "common denominator" of concept, literal translation of terms; (3) language information official language, speech acts and verbal tense, sentence perspective, phraseology, technical word compounding, inclusive style; (4) standardisation archaic forms, standard procedural formulae. Mohammad et al. (2010: 2) argue that the layout and wording of legal document "should be precise and expressive and can have no other interpretations apart from the ones stated."

In Islamic era, legal translation has been dealt with from pure Islamic jurisdiction vantage point. An-Nawawwi (2013: 1629) points out that "legal translators should know the language of the witness and defendant with which the judge is not familiar, with proviso that he is an adult, emancipated and fair" (author's translation). Strange as it may sound, the male translator should not be a slave. Arguably, he should not be the property of another person; he should work for himself, i.e., a person who has full power to make decisions by himself. Being loyal to the SL and 'adult', that is, have wide experience, are other significant ethical characteristics the legal translator should enjoy.

4. Methodology

4.1. Data Used in the Study

The present paper comprises three marriage contracts belonging to three different periods of time— post-First World War period which is dated 1927 (Contract I), post-Israeli occupation to Palestine in 1948 (Contract II), and post-foundation of Palestinian National Authority (PNA) in 1994 (Contract III). The translations of the three contracts are provided by the author based on a translation by (Hatim et al. 1995: 86).

4.2 Significance of the Study

The present study falls within the ambit of legal discourse analysis, taking our cue from Hatim et al. 1995. The study seems to be an embryonic research discipline in the Arab World as illustrated by Bibliography Interpreting and

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Translation BITRA[1], a prestigious translation database with over 55, 000 entries. A search for the word 'Arabic' in the Title field returns 677 hits. Another search for the word 'legal' and 'Arabic' in the Title field returns 16 hits. Obviously, the present study may be considered significant because there is a lack of research, perhaps with the exception of the two studies we refer to in this article (i.e. Mohammad et al. 2010 and Al Aqad, 2014). Hopefully, this paper will raise Arab translation scholars' awareness about a seriously neglected area in legal translation – marriage contract.

5. The Problem of Equivalence

It is true that a given culture partitions reality quite differently from another. Therefore, capturing equivalence seems to be squaring the circle. Equivalence is a notion that has been widely addressed by many translation scholars (Nida 1964; Catford 1965; Newmark 1988, among many others). In a nutshell, Tytler (1790: 20) claims that translation is an "evaporation of the beauties of the original." As far as legal translation is concerned, formal equivalence has been encouraged by many translation theorists and practitioners. Likewise, functional equivalence has been called for by many others. Nevertheless, no translation is ever fully functional or fully formal (see also Toury as cited in Munday 2001: 114). In a general sense, translation involves an oscillation between formal and functional equivalences. Baker (1992) attributes the problems related to the rendition of a given legal text to the lack of verbal and/or functional equivalence in the TL (see also Mohammad et al. 2010). Al-Aqad (2014: 111) claims that the problems in legal translation may be attributed to the lack of equivalence in synonyms, that is, "the varieties of word synonyms in the legal Arabic system which have no equivalence in the English system in terms of marriage contracts, such as صداق، شبكة، مهر […] (dowry)."

6. Discussion and Analysis

The theoretical framework established so far requires that we examine some written utterances in the contracts with a view to better diversifying and corroborating our argument. Therefore, a taxonomy of the components of the three contracts is made.

[1] Available at: https://aplicacionesua.cpd.ua.es/tra_int/usu/buscar.asp?idioma=en (accessed July 6, 2013)

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6.1 Marriage Contract

An indispensable component in the three contracts is the term عقد زواج (‘marriage contract’). It is the point of departure for marriage in Islam. Allah says: “And God has made for you mates (and companions) of your own nature, and made for you, out of them, sons and daughters and grandchildren, and provided for you sustenance of the best: well they then believe in vain things, and be grateful for God’s favours” (Ali 1938, xvi: 72). This term may pose problems in the course of translation between Arabic and English. The Arabic collocation عقد زواج has connotative meanings not existent at all in English, hence the problem in translation arises. Collins Cobuild (2003) defines marriage as “the relationship between a husband and wife [and] the act of marrying someone, or the ceremony at which this is done.” Similarly, but more precisely, marriage in Islam is roughly defined as a contract between a man and a marriageable woman to make matrimonial bond and to have children. As can be noted, both cultures (i.e. Arab-Islamic and English) highlight the relationship between a man and a woman. Whilst an official marriage contract must be signed in the former, it is not necessarily the case in the latter as a common law relationship would show. Such relationship is prohibited in Islam, however. The relationship between a man and a woman is not legally valid without a marriage contract being signed by the concerned parties. As a socio-cultural practice, the contract must be officially signed lest the relation becomes in jeopardy.

Translation-wise, one straightforward strategy to render عقد زواج can be employed via formal and functional translation as can be shown in Appendix I below, i.e. ‘marriage contract’, a translation that seems perfect at first glance. Nevertheless, the problem is due to the cultural disparity between two unrelated cultures— two different cultures of two different coins indeed. It ensues, therefore, that some shades of meanings and semiotic networks between the SL and TL are likely to be lost.

6.2 The Institutionalisation of Marriage Contract

In Islamic era, it can be said that marriage contract has never been institutionalised. With the passage of time, nevertheless, it has become part and parcel of an organised system. Contract I bears no logo (see Appendix I), thus less institutionalised. Historically, in the aftermath of the First World War and the decline of the Ottoman Empire as a guardian of the Islamic State, Palestine was controlled by Great Britain. Perhaps the political upheaval made it difficult for the mandate power to institutionalise marriage contract at the time. In contrast, Contract II and Contract III (see Appendix I) are imprinted with distinctive logos, thus more institutionalised. Contract II bears “The Hashemite

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Kingdom of Jordan" whereas Contract III has "PNA". The former reflects Palestine under the Jordanian rule after the Nakba— 'the catastrophe' which afflicted Palestine in the wake of Israeli occupation to historic Palestine in 1948. The latter, however, shows the rule of PNA, pursuant to Oslo Accords between Israel and Palestinian Liberation Organisation in 1993. Obviously, the presence or absence of the logos is indicative of the country which ruled Palestine and consequently, the kind of political system adopted by each. Truly, the beauty and subtlety of legal language is indescribable.

In terms of translation, المملكة الأردنية الهاشمية and السلطة الوطنية الفلسطينية may be rendered into 'The Hashemite Kingdom of Jordan' and 'PNA' respectively. The former refers to the rule of Jordan to West Bank during a period of approximately two decades (1948-1967), a period of several political and social changes which led to 1967 war. The latter may have some overtones that are missing in the TL. The PLO is a national resistance movement founded in the early 1960s to liberate Palestine from the authoritarian forces of new fascism occupying Palestine in 1948. In the 1990s, the PLO decided to embrace peace settlement to the long-standing Palestinian cause and integrated into an internationally-recognised political body known as PNA since then.

6.3 Benediction of Qur'anic Verse

For a husband and wife, marriage is a haven of peace and timeless tranquillity in Islamic-Arab culture. Having examined the three contracts, we notice that Contract III is typical of a 'Qur'anic benediction' verse, whereby the verse is imprinted on the top of the contract. To illustrate the point, take Text 1 below:

Text 1

SL وَمِنْ آيَاتِهِ أَنْ خَلَقَ لَكُمْ مِنْ أَنْفُسِكُمْ أَزْوَاجًا لِتَسْكُنُوا إِلَيْهَا وَجَعَلَ بَيْنَكُمْ مَوَدَّةً وَرَحْمَةً إِنَّ فِي ذَلِكَ لَآيَاتٍ لِقَوْمٍ يَتَفَكَّرُونَ

(ar-Room xxx:21)

TL "And among His Signs is this, that He created for you mates from among yourselves, that ye may dwell in tranquillity with them, and He has put love and mercy between your (hearts): verily in that are Signs for those who reflect" (Ali 1938, xxx:21).

(Contract III)

Contract I and Contract II do not include a benediction, perhaps the contracts represent an era that witnessed an atmosphere of matrimonial stability— marriage viewed as a sacred value by members of community. Those members dearly love to marry. It is also possible that Arabs and Muslims start to appreciate Islamic teachings related to marriage. On the face of it, the translation in Text 1 above seems to have succeeded to relay the intended

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message of the SL. However, we need to look more deeply into the above text (i.e. Qur'anic verse) as a micro-sign integrated into the overall text with an eye to discourse as a macro-sign, that is to say, the function which the Qur'anic verse was supposed to perform in the text. The verse is a religious-cultural practice subsumed within a text for a rhetorical purpose to fulfil.

6.4 Marriageable Age and Sanity

In Islamic-Arab culture, (f)male spouses should be of marriageable age and sanity so that marriage becomes valid. Consider Text 2 below:

Text 2

SL مستندات تحقق السن وعدم الموانع

TL "Documents of Age Verification and Eligibility"

(Contract III)

Marriageable age refers to right age to marry, thus documents of age verification should be provided. On the other hand, sanity shows that the spouses should, or even must, be punctilious, that is, not being offensive in the eyes of the society. Documents of eligibility should be provided thereof. As can be shown, the formal translation for Text 2 does the trick, with SL culture specificity fully in mind. That is, مستندات تحقق السن وعدم الموانع ('documents of age verification and eligibility') seems to be the product of the SL culture and sounds odd in the TL culture. The meticulous use of the terms in the contracts is also crystal-clear as shown in Text 3 below:

Text 3

SL الزوج البالغ العاقل
الزوجة البالغة العاقلة

TL "male spouse of legal age and sound"
"female spouse of legal age and sound"

(Contract I & Contract II)

These two social proprieties should be observed. As can be noted Contract I and Contract II display the lead-up to marriage while Contract III does not. The two conditions are taken for granted because of today's exciting development in clerical jobs in all government departments— showing birthday certificate, blood test and medical examination(s) at marriage contract ceremony, for instance.

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6.5. Epistemology of Dowry

This sheer cultural reference merits close investigation. The cultural connotations this reference bears in the SL text are so crucial as far as target culture is concerned. Arab culture is a culture of patriarchal domination, and thus the Arabic المهر ('payments by a husband for a wife') operates in the culture accordingly. A woman's dowry in western culture is "the money and goods which […] her family gives to the man that she marries" (Collins Cobuild 2003); it is the other way round in Islamic-Arab culture. The Quran says:

> "Also (prohibited are) women already married, except those whom your right hands possess: Thus hath Allah ordained (Prohibitions) against you: Except for these, all others are lawful, provided ye seek (them in marriage) with gifts from your property,- desiring chastity, not lust, seeing that ye derive benefit from them, give them their dowers (at least) as prescribed; but if, after a dower is prescribed, agree Mutually (to vary it), there is no blame on you, and Allah is All-knowing, All-wise" (Ali 1938, iv: 24).

It ensues, therefore, that the connotations for Arabic المهر gives plenty of opportunities for target language readers to forge their own interpretation in conjunction with their cultural repertoire in a manner that is quite different from that of the SL readers. Nonetheless, intertextual relations within the boundaries of the text may be conducive to recognising the meanings intended for Arabic المهر as Text 4 may illustrate:

Text 4

SL على مهر معجل قبضه وكيل الزوجة والدها

TL "The down-payment of which is received by the representative for the female spouse (her father)…"

(Contract I)

Textual occurrences do not occur in a vacuum. Their dependence on other prior or subsequent relevant occurrences within the boundaries of a text is useful for better understanding what a sign in the text is intended to mean. Likewise, Mohammad et al. (2010: 2) highlight "the significance of context as a determinative factor in the process of communicating the intended meaning through translation."

A further point yet to be noted is the amount and types of dowry to give in marriage. In Contract I, the amount of dowry given to marriage was in Egyptian Pound as it dates back to the British Mandate for Palestine. In Contract II, however, it is in Jordanian Dinar because Palestine was under Jordanian rule. Similarly, Jordanian Dinar has continued to be used in PNA territories as Contract III shows. As for types of dowry, take Text 5:

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Text 5

SL المهر ونوعه
المعجل
الموجل
توابع المهر

TL "Amount and Type of Dowry"
"Down-Payment"
"Deferred Payment"
"Extras"

(Contract I, Contract II & Contract III)

Types of dowry are المعجل ('pre-marriage payment') and المؤخر ('deferred payment'). The former is paid before marriage takes place. The latter, however, is post-marriage payment and is due when it becomes difficult for the bride and groom to adjust to new situation after marriage. Miscellaneous issues related to dowry are extras and method of payment. Extras are mandatory requirements of purest 24-carat gold, e.g., gold bracelets, necklaces, pins, rings etc. They may also include properties that have to do with the matrimonial home.

In terms of translation, المهر ونوعه ('amount and type of dowry'); المعجل ('down-payment'); الموجل ('"deferred payment') and توابع المهر ('extras') are all cultural references that exclusively belong to the SL culture. The strategies employed are both functional and formal. For instance, the functional-based strategy utilised for rendering المهر ونوعه is actually far-fetched. Nevertheless, the intrtextual signs in the contract are of great help for the TL audience to understand what a dowry means in the SL culture. The other functional and formal strategy used to render المعجل into ('down-payment') is questionable as 'down-payment' is a business term used to pay only a percentage of the total cost when you buy something rather than someone. Taken the translation of المعجل ('down-payment') within the scope of other signs in the text would certainly help the TL audience understand it the best way possible.

6.6 (In)dependence of Female Spouse

At first glance, a woman may be considered as emasculated and marginalised because of being represented by a guardian in the process of signing the marriage contract. The woman may be malleable, indecisive and accommodating, so the need for الولي ('a representative') becomes urgent. Consider Text 6:

Text 6

SL قال وكيل الزوجة والدها مخاطبا الزوج المذكور نفسه زوجتك وانكحتك موكلتي ابنتي .....
على مهر معجل قدره وتوابعه المذكورة ومهر مؤجل قدره

TL "The representative for the female spouse (her father) said, addressing

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> the aforementioned male spouse, "I have given my daughter …….. to you in marriage for a dowry the down-payment of which is ……, the extras of which are mentioned above and the deferred payment of which is....."
>
> (Contract II)

It is not pejorative for الزوجة البنت البكر ('a female virgin spouse') to have a representative when executing the contract. For الزوجة البنت الثيب ('female non-virgin spouse'), it is possible for her to execute the contract by herself. Similarly, the male spouse does not need a representative for himself.

It is fairly obvious that formal translation in Text 6 above falls short of the SL as it sounds unnatural for the TL audience— the translation does not meet the expectations of the TL audience. That is to say, female virgin spouse in Text 6 is weak and ineffective. In English culture, nevertheless, female (non-) virgin spouse can execute the contract on her own. Therefore, values like independence, freedom, etc. are highlighted.

7. Conclusion and Recommendations

Thus far in our analysis, it has been noted that the marriage contracts preserve a language very much swayed by Islamic legislation. The study also shows how language is inextricably linked with the social, economic, political situation when the contracts were written. Features of such language e.g. compound noun 'marriage contract' appearing in all the contracts; institutionalisation of marriage contract; benediction of a Qur'anic verse; marriageable age and sanity; epistemology of dowry and (in)dependence of female spouse are all examined. The study further reveals legal language stability in marriage contracts over about a century although the OPT witnessed many political changes. This is due to the fact that the language is Islamic-oriented. Arguably, a word, or a phrase, or a sentence said centuries ago, is said nowadays and will probably be said many years to come. It is safe to conclude that both functional and formal equivalences are employed to maintain the minimum communicative thrust of SL utterance.

Insofar as the legal translator is concerned, the translator should be *au fait* with the diachroneity, i.e. the way in which language has developed through time. If yes, s/he will be able to seek the equivalent the best way possible. And the translator should be well-versed in the legal system of both the SL and TL so that s/he will be able to know the cultures of both and hence be able to render an item in question appropriately.

In reference to Stolz (2013: 68) viewpoint, the following further conclusions can be made that the translator should be well versed (1) in legal world culture, e.g. how a benediction of Qur'anic Verse serve to the

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understanding of a marriage contract in Arab-Islamic culture (2) the different forms of legislation of the marriage contracts in questions in different historical periods; and (3) legal style in terms of precision.

Bibliography

Al-Aqad, M., (2014), Translation of legal texts between Arabic and English: The case study of marriage contracts, *Arab World English Journal*, 5, 2, 110-121.
Ali, A. (1938), *The Holy Qur'an: Text, translation and commentary*, Cairo, Dar al-Manar.
An-Nawawwi, A., (2013), *Rawḍatu aṭ-ṭālibīna wa-'umdatu il-muftīn*, 10 July 2013. http://www.alwaraq.net/Core/waraq/coverpage?bookid=170.
Baker, M., (1992), *In other words: A course book on translation,* London, Routledge.
Bhatia, V., (1998), Intertextuality in legal discourse 22 August 2014 http://jalt-publications.org/old_tlt/files/98/nov/bhatia.html
Catford, J.C., (1965), *A linguistic theory of translation: An essay in applied linguistic*. London, Oxford University Press.
Collins Cobuild English Dictionary, (2003), Version 4.11. Birmingham, HarperCollins Publishers.
Crystal, D. and Davey, D., (1985), Investigating English style, London: Longman.
Emery, P.G., (1989), Legal Arabic texts: Implications for translators, *Babel,* 33, 2, 77-83.
Farghal, M., & Shunnaq, A., (1999), *Translation with reference to English and Arabic: A practical guide*, Jordan, Dar Al-Hilal for Translation.
Goodenough, W., (1964), "Cultural anthropology and linguistics." In: D. Hymes (ed.). *Language in Culture and Society*, New York, Routledge.
Harvery, M., (2002), What is so special about legal translation?, *Meta,* 47, 2, 177-185.
Hatim, B., Shunnaq, A. and Buckley, R., 1995, *The legal translator at work: Arabic-English legal translation,* Irbid, Dar Al-Hilal for Translation and Publishing.
Hermans, T., (1999), *Translation in systems*, Manchester, St. Jerome.
Malmkjær , K., (2005), *Linguistics and the language of translation,* Edinburgh University Press.
Mohammad, A., Alawi, N. and Fakhouri, M., (2010), Translating contracts between English and Arabic: Towards a more pragmatic outcome, *Jordan Journal of Modern Languages and Literature,* 2, 1, 1-28.
Mouakket, A., (1988), *Linguistics and translation: Semantic problems in Arabic-English translation*, Aleppo, University of Aleppo.
Munday, J., (2001), *Introducing translation studies: Theories and application,* London & New York, Routledge.
Newmark, P., (1981), *Approaches to translation,* London, Pergamon.
Newmark, P., (1988), *A text book of translation,* New York, Prentice Hall.
Nida, E., (1964), *Towards the science of translation,* Leiden, E.J. Brill.
Pommer, S., (2008), Translation as intercultural transfer: The case of law, *Skase Journal of Translation and Interpretation*, 3, 1, 17-21. 2 June 2013. http://www.skase.sk/.
Sofer, M. (2002), *The translator's handbook*, Rockville & Maryland, Schreiber Publishing.

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Stolze, R., (2013), The legal translator's approach to texts, *Humanities,* 2, 56–71.
Tytler, A., (1790), *Essay on the principle of translation,* London, J.M. Dent Co.
Thawabteh, M. and Najjar, O. (2014), Training legal translators and interpreters in Palestine, *Arab World English Journal*, 3, 41-52.

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Appendix I

Contract I

Marriage Contract
Marriage Registrar's Fees out of his office:
Marriage Registrar's Fees in his office:
On …….the ……. Day of the month of ……..AH corresponding to ……. Of the month of ……..1927. I, the registrar authorised to perform marriages in town….. District…., executed this contract of the male spouse of legal age and sound mind of Full Name…., Town…., Age ….. and Female virgin spouse of legal age and sound mind Full Name…., Town…., Age …..
Amount of Dowry: in Egyptian Pound
Down-Payment: in Egyptian Pound
Deferred Payment: in Egyptian Pound
the down-payment of which is received by the representative for the female spouse (her father) after marriage approval by male spouse and the representative for the female spouse
The male spouse and the representative for the female spouse were notified of that the conditions have been fully met, and the eligibility is established based on testimonies by the witnesses undersigned.
Special Conditions by either Spouse:
Signature of Authorised Registrar:
Identification and Representation Witness:
Male Spouse or Representative:
Female Spouse or Representative:
Guarantor for Implementation of Conditions:
Endorsement of the Court
Back Page

Marriage Certificate

Contract No.

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Date of Contract:
Place of Contract:
The male spouse:
Full Name:
Age:
Place of Residence:
Profession:
Religion:
Father of the male spouse:
Full Name:
Age:
Place of Residence:
Profession:
Religion:
The Female spouse:
Full Name:
Age:
Place of Residence:
Profession:
Religion:
Father of the Female spouse:
Full Name:
Age:
Place of Residence:
Profession:
Religion:
Witnesses:

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Contract II

The Hashemite Kingdom of Jordan
Marriage Contract
The Religious Courts of:
1. Date of Contract:
2. Place of Contract:
3. Full Name:
    The male spouse, a bachelor/married man of legal age and sound mind:
    The female spouse, a virgin/non-virgin of legal age and sound mind:
    Town:
    Place of Residence:
    Age:
    Nationality:
    Profession:
4. Documents of Age Verification and Eligibility
5. Amount and Type of Dowry:
    Down-Payment
    Deferred Payment
    Extras:
6. Method of Payment:
7. Contact Initiators:
8. Witnesses of Contract, Representative and Identification:
9. Special Conditions by either Spouse:
10. Condition Fulfilment Indemnity:
11. Approval of Guardian or Permission of Court:
12. Contract Formula:

The registrar authorised to perform marriages in …….., having ascertained that the conditions have been fully met, and the eligibility is established, have executed this contract in the manner detailed above.
The representative for the female spouse (her father) said, addressing the aforementioned male spouse, "I have given my daughter …….. to you in marriage for a dowry the down-payment of which is ……, the extras of which are mentioned above and the deferred payment of which is....." The male spouse immediately replied, "I accept your daughter in marriage and confirm the dowry's down-payment, deferred payment and extras stipulated above"

    Signature of Authorised Registrar:
    Identification and Representation Witness:
    Male Spouse or Representative:
    Female Spouse or Representative:
    Guarantor for Implementation of Conditions:
    Endorsement of the Court

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Contract III
In the name of Allah, Most Gracious, Most Merciful.
"And among His Signs is this, that He created for you mates from among yourselves, that ye may dwell in tranquillity with them, and He has put love and mercy between your (hearts):
verily in that are Signs for those who reflect" .
Palestinian National Authority
Contract No.
The Religious Courts
Date of Contract:
The Religious Court of:
Place of Contract:
Marriage Contract
1. **First Name:**
The male spouse
The female spouse, s virgin/non-virgin
Father's Name
Grandfather's Name
Surname
Town:
Date and Place of Birth:
Place of Residence:
Nationality:
Religion:
Social Status:
Profession:
2. Documents of Age Verification and Eligibility
3. Amount and Type of Dowry:
Down-Payment
Deferred Payment
Extras:
4. Method of Payment:
5. Contact Initiators:
6. Special Conditions by either Spouse:
7. Witnesses of Contract, Representative and Identification:
8. Condition Fulfilment Indemnity:
9. Approval of Guardian or Permission of Court:
10. Contract Formula:
The registrar authorised to perform marriages in ……., having ascertained that the conditions have been fully met, and the eligibility is established, have executed this contract in the manner detailed above.
Signature of Authorised Registrar:
Identification and Representation Witness:
Male Spouse or Representative:
Female Spouse or Representative:
Guarantor for Implementation of Conditions:
Endorsement of the Court

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