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Challenges in Translating Legal Performative verbs from Arabic to English

Salwa Sadon Makki*

Tikrit University/ College of Arts/ Department of Translation
sunflowe266@gmail.com

&

Prof. Shifaa Hadi Hussein (Ph.D.)

Tikrit University/ College of Arts/ Department of Translation
shefahadi70@tu.edu.iq

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Abstract

Legal translation is deemed to be one of the most complicated and accurate fields in translation because of its close connection with various legal systems and the binding legal effect its texts carry. The most prominent linguistic features are the use of *performative verbs*, which perform dual functions: they do not only convey the information but also, they create legal actions after saying them. This use poses a major challenge in translating them from Arabic into English, due to the differences of the structures, legal systems and cultures between the two languages, which affects the understanding of the function of these actions.

This study aims to examine the difficulties encountered by the translators to render the Arabic performative verbs in the legal texts into English. Then predicts the translation strategies used by the translators to render them.

To verify these aims, the study hypothesizes that it is difficult for the translators to translate the Arabic performative verbs in the legal texts into English. In addition, the translators rely heavily on the literal strategy to translate the Arabic performative verbs in the legal texts into English.

* **Corresponding Author:** Salwa Sadon Makki, Email: sunflowe266@gmail.com.

Affiliation: Tikrit University – Iraq.

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Translators do not maintain explicitness when translating the Arabic performative verbs in the legal texts into English.

Keywords: Speech act, Legal translation, Performative verbs, Translation Strategies, Explicitness

التحديات في ترجمة الافعال الادائية في النصوص القانونية العربية الى الإنجليزية

سلوى سعدون مكي

جامعة تكريت / كلية الآداب / قسم الترجمة

و

د. شفاء هادي حسين

جامعة تكريت / كلية الآداب / قسم الترجمة

المستخلص

تعد الترجمة القانونية من أكثر مجالات الترجمة تعقيداً ودقةً لارتباطها الوثيق بمختلف الانظمة القانونية، وما تحمله نصوصها من أثر قانوني مُلزم. ومن أبرز سماتها اللغوية استخدام الافعال الاجرائية، التي تؤدي وظيفتين: فهي لا تنقل المعلومة فحسب، بل تنشئ ايضاً افعال قانونية بعد نطقها. ويشكل هذا الاستخدام تحدياً كبيراً في ترجمتها من العربية الى الانجليزية، نظراً لاختلاف الهياكل والانظمة القانونية والثقافية بين اللغتين، مما يؤثر على فهم وظيفة هذه الافعال. تهدف هذه الدراسة الى دراسة الصعوبات التي يواجهها المترجمون في ترجمة الافعال الادائية العربية في النصوص القانونية الى الانجليزية. ثم تتنبأ باستراتيجيات الترجمة التي يتبعونها.

الكلمات المفتاحية: افعال الكلام، الترجمة القانونية، الافعال الادائية، استراتيجيات الترجمة، الوضوح

1.1 Introduction

Legal translation is considered one of the most complex areas of translation due to its direct connection with legal systems and the binding nature of its texts. One of the main linguistic challenges in legal translation is the use of performative verbs, which not only convey information but also produce legal effects. Translating these verbs from Arabic into English presents significant difficulties because of the structural, cultural, and legal differences between the two languages. This study explores the challenges faced by translators in rendering Arabic performative verbs into English and investigates the strategies they employ. It also examines whether these strategies maintain the legal clarity and purpose of the original texts.

1.2 Pragmatics

So many pragmatists attempt to define and view pragmatics from different points of their view. Allott (2010: 52) believes that pragmatics is a systematic approach to explain the use of language in context. Kasper (2001: 2) States that pragmatics is the study of communicative action in its

sociocultural context, whereas leech (1983: 36) states that pragmatics involves problem solving both from the speaker's point of view and from of hearer's point of view. The problem of speaker's point of view is how to produce an utterance, which will be understood by the receiver and the problem of hearer is how to infer what the utterance implicates. Levinson (1983: 39) adopts the definition of pragmatics, which states that pragmatics is the systematic study of meaning by virtue of depending on the use of language. For him, the central topics of pragmatics involve implicatures, presuppositions, speech act, deixes, entailments and inferences.

1.3 Speech Act

The area of Speech Act Theory has captivated scientists from various disciplines, including psychology, literature, anthropology, philosophy, and linguistics. Nevertheless, this subject's prominent and technical literature has originated from philosophy (Levinson, 1983: 226). It was derived from the fundamental notion that language is employed to carry out activities. Therefore, its core principles revolve around the connection between language, meaning, and action (Schiffrin, 1994: 49).

Austin (1962) discovered that individuals could communicate effectively and effortlessly, even using poor or illogical language. In his posthumously published lectures titled 'How to Do Things with Words,' Austin challenged the logical positivist perspective that grounded language comprehension in truth conditions. Austin additionally provided a collection of statements that are not designed to convey meaning or description and, hence, cannot be evaluated as true or untrue. For instance, contemplate the below sentences (Al-Owaidi, 2018: 4-5) :

1. *I take this woman to be my wife.*
2. *I bequeath my entire estate to my daughter.*

According to Searle (1969: 16), producing or uttering a sentence token in specific circumstances is considered a speech act, and speech acts are the fundamental or minor components of linguistic communication. Speaking a language involves engaging in speech acts, encompassing activities such as making declarations, issuing commands, posing inquiries, making commitments, etc.

1.4 Austin's Speech Acts Classification (1962)

The theory of Austin indicates to the notion that speakers employ language to convey information and to perform actions, hence considering utterances as speech acts. Austin (1962: 108) states that when speakers utter something, they can concurrently perform three acts. These acts can be classified as locutionary, illocutionary, and perlocutionary.

1.4.1 Locutionary Act: Austin adopts this term to refer to the process of speaking, which starts with producing sounds and ends with forming structures. The structure of speaking depends on the language of the speaker and its grammar in constructing meanings and references, all that the rules of that language can specify (Horn & Ward, 2006: 54).

1.4.2 Illocutionary acts: An illocutionary act indicates the type of function the speaker attempts to perform or the action the speaker attempts to accomplish while producing an utterance. It is an act that is described within a system of social communication (Huang, 2007 : 102).

1.4.3 Prelocutionary Act: Prelocutionary act is related to the effect of an utterance on the addressee. A perlocution is an act through which an illocution creates a particular effect or influence on the addressee. A perlocutionary act denotes a consequence or by-product of speech, regardless of aim. It is, therefore, an action performed through spoken utterance (Huang, 2007:103).

Focusing on illocutionary act, Austin classifies it into five categories (Austin, 1962: 152-160):

1. Verdictives: These speech acts relate to rendering a judgment. They are the spoken actions employed by a jury, arbitrator, or umpire.

3. *I should call him industrious.* (Austin, 1962: 152)

2. Exercitives: These speech acts refer to the exertion of power, rights, or influence in making a choice. This category encompasses legislative and executive acts. Examples include voting, ordering, warning, arguing, advising and appointing.

4. *I declare war.*

3. Commissives: These speech acts refers to some activities committed by the speaker in a specific path of action. For instance, promise, swear, vow, bet, undertake, etc.

5. *I guarantee that this building will be strong.*

4. Behabitives: These speech acts refer to attitudes and social conduct of the speaker towards specific social facts. Examples of this category include wish, apologise, thank, deplore, and resent.

6. *I wish you will do the best.*

5. Expositives: These speech acts refer to how the statements coincide with the progression of an argument or discourse.

7. *Let me explain this point for you.*

5. Declarations (or declaratives): This type of speech act, the speaker is able to cause changes in the world. In other words, they establish a connection between the substance of their speech and the world's reality.

12. *President: I declare a state of national emergency.*

1.5 The Notion of Performativeness

According to Austin (1962) performative acts relates to the notion that language is an effective instrument for communication rather than simply a means for transmitting information. Austin asserts that certain statements, although simplistic, can convey significant meanings and achieve actual acts in particular settings.

Austin initially established a distinction between what he referred to as performatives and what he referred to as constatives. Constatives consists of statements and assertions that possessed the attribute of being true or false. Performatives, conversely, did not convey truth or falsehood; instead, they were defined as expressions in which actions were performed. Consequently, by saying, "I promise," the speaker has committed himself to do something. The acts of promise could not be executed if specific circumstances were met and particular conventions adhered to (Miller, 1984: 247).

John Searle (1969) asserts that declarative sentences, although conveying facts, can also fulfill performative roles, such as making commits or acknowledgments. This comprehension illustrates how the utterance can influence reality and create human connections. The importance of

performative acts is in their capacity to link verbal expression with intended meanings and rendering them a crucial component in examining language and communication.

Verschueren (1979 cited in Mey, 1993: 109) defines *performativity* as a continuum including a wide range of performative actions, from formalized speech act verbs like 'to baptise' to everyday verbs that occasionally exhibit performative qualities, For example :

13. *I release you.*

When a person says, "I release you," this statement transcends a verbal expression, effectuating a tangible alteration in status and serving as a declaration facilitating freedom.

1.6 Types of Performatives

Performatives can be classified into two types: explicit and implicit. According to Austin (1962: 69) *Explicit performatives* are utterances that include a performative verb, directly indicating the type of action being performed. In contrast, *implicit performatives* are utterances that lack a verb and it can be inferred from the context , as seen in the following examples (Huang, 2007, 96):

14. *Surrender immediately.*

By this distinction between explicit and implicit performatives Austin (1962) wants to recognise the immense difficulties involved in ascribing actions to speech acts. If all speech acts had a performative verb, this would provide a nice criterion by which to identify the actions accomplished by acts of speech. But the (massive) existence of implicit performatives poses a huge challenge for speech act research: it "reduces us to an impasse over any single simple criterion of grammar or vocabulary" (Austin 1962: 59; and see also Rühlemann, 2019 : 17).

1.7 Austin's Felicity Conditions on Performatives

It doesn't make sense to describe a performative utterance as true or false. However, J.L. Austin pointed out that for a performative to be successful—or "felicitous"—certain conditions must be met. According to Crystal (2003: 178–179), felicity conditions are “criteria that must be satisfied for a speech act to achieve its intended purpose.” Allan (1986: 182) offers a classification of Austin’s felicity conditions into four main types: (A) preparatory conditions, (B) executive conditions, (C) sincerity conditions, and (D) fulfillment conditions. If any of these conditions are not met, the speech act will be considered infelicitous.

1.8 The Concept of Translation

Translation is an operation conducted on languages that involves substituting a text in one language with another (Catford, 1965:1). Jakobson (1959/1966:233) asserts that translation constitutes an interpretation of verbal signs, which can be rendered into other signs within the same language, a different language, or an alternative nonverbal system of symbols. Newmark (1988:5) defines translation as conveying a text's meaning into another language through the author's intended message.

1.9 Legal Translation

Legal translation is a distinct and specific domain of translation practice. It arises from the fact that legal translation encompasses law, and such translation can, and frequently does, yield both linguistic and legal ramifications, owing to the distinctive characteristics of law and legal terminology. Furthermore, the translation of legal texts, encompassing statutes, contracts, and courtroom testimonies, exists at the intersection of legal theory, linguistic theory, and translation theory (Joseph 1995: 14). Consequently, it is imperative for the legal translator to possess a fundamental comprehension of the essence of law and legal terminology, as well as its influence on legal translation (Cao, 2007: 7).

El-Farahaty (2015:6) asserts that legal translation transcends the mere "rendering of legal documents from the source language to the target language," as it is influenced by the cultural context inherent to each language. It is "a translation from one legal system to another - from the source legal system to the target legal system."

1.10 Strategies for translating performative verbs

Ivir (1987) proposed seven techniques to bridge the cultural gaps. These techniques include borrowing, definition, literal translation, substitution, lexical construction, omission, and addition (Procedures and Strategies for the Translation of Culture, 1987: 1).

1. Borrowing: It refers to the translator incorporating a source language expression into the target language. For example, radio, electron, bacteria, virus, mobile, computer. Borrowing should be employed when necessary and will only be effective if the borrowed term is consistently reiterated.

2. Definition: It entails the translator elucidating a new phrase or concept with a comprehensive explanation. This is contingent upon the translator's understanding of the target audience's knowledge base. A "mufti" is an Islamic scholar who interprets Islamic law (Sharia).

- 3. Literal translation:** Is the most prevalent approach employed in conjunction with borrowing. The primary benefit of this approach is its fidelity to source language expression and its clarity in the target language. For example, "Gone with the Wind: ذهب مع الريح" "The Cold War: الحرب الباردة" and "the black market: السوق السوداء"
- 4. Substitution:** It is employed when there is an overlap instead of a distinct presence or absence of a certain cultural feature. Consequently, translators employ a comparable method, albeit not identical. For instance, "chill vs. بارد", "veil vs. نقاب", "chapter vs. سورة" and "capitation vs. جزية".
- 5. Lexical creation:** It refers to the translator's generation of new terminology, such as "mobile computer: حاسوب", "telephone: هاتف", "radio: مذياع" and "helicopter: مروحية". Translators are unrestricted in creating new terms, provided they are deemed appropriate.
- 6. Omission:** It arises not from the characteristics of the cultural material itself but from the context of the communicative circumstance in which it is presented. For instance, Arab individuals occasionally greet one another in the morning with the phrase "صبحكم الله بالخير", which can be briefly translated into English as "good morning," reflecting the preference for simplicity in English greetings.
- 7. Addition of cultural information:** It is employed when translating implicit cultural aspects. It is integrated with lexical creation, borrowing, or substitution. For instance, if an English text has the abbreviation MOD, we translate it into Arabic as 'وزارة الدفاع البريطانية' to ensure comprehension for Arabic readers who may not be familiar with its meaning.

1.12 Research Methodology

This study employs a qualitative and quantitative methodologies. Three samples are selected from (The Higher Judicial Council, the Federal Court of Cassation in Baghdad) to serve as the study data. First, the samples are analysed to identify and explain the performative verbs and how they are crystallized. The overall abstract meaning of the texts is also clarified. The performative verbs will be presented in English using italic bold font for emphasis. Then these samples have been given to five legal translators, they are members in a group known as "legal translator" "to render them into English. The translated versions are then discussed based on the translation strategies used and the clarity of performative elements. A summary table is provided at the end for each translator to help clarify the discussion for readers.

This study adopts a pragma-translational model of analysis, which combines the principles of pragmatics—particularly speech act theory—with key concepts from translation studies. This approach

allows to assess whether the pragmatic functions of the original utterances are preserved, altered, or lost in translation.

1.13 Data Analysis and Findings

SLT (1)

ان الطرفين اتفقا على مقدار النفقات المطالب بها وان هذا الاتفاق يعتبر بمثابة الصلح الواقع بينهما ولا يجوز الرجوع على الصلح الواقع استنادا لاحكام المادة ... اذا تم الصلح فلا يجوز لاحد المتصالحين الرجوع فيه.

Explanation of SLT (1)

This sample was taken from (The Higher Judicial Council, The Federal Court of Cassation in Baghdad according to the article 712). In this sample the plaintiff and defendant has been agreed on the amount of alimony and if this agreement is documented it will consider as a settlement, then it becomes final and binding on both parties. Party may later neither revoke it nor request any changes to its terms.

In this text there is explicit performative verb (*agreed*) because this verb expresses directly that an agreement was made between the two parties. There are implicit performative verbs in (*Is considered as a settlement*), (*It is not allowed to revoke*) and (*The settlement was made*) because their legal meaning can be understood from the context or the outcome they imply and because it expresses the legal result implicitly.

TLT (1):

1. The parties agreed on the amount of the claimed alimony, and this agreement is considered a settlement between them. Once settlement has been reached, neither party may revoke it under the provisions of the article (712)
2. That the Parties have agreed on the amount of the expenses claimed and that this agreement shall be deemed to be a conciliation between them and shall not be invoked.
3. The two parties conduct agreement on the amount of expenses, which need this agreement, considers as a compatible that occurs between them, and it is forbidden to vanished according to the article (712) that if the compatible is happen, no port has the right to delete.
4. The two parties agreed on the amount of the requested expenses, and this agreement is considered a settlement between them, and it is not permissible to go back on it. Reconciliation based on the

provisions of the article (712) if the reconciliation is reached, non of the parties to the reconciliation may withdraw from it.

5. The parties have agreed on the amount of the claimed expenses, and this agreement is considered as a settlement between them. It is not permissible to revert to the settlement based on the provisions of the article (712) which stipulates that once a settlement is made, neither of the parties may retract from it.

Discussion of TLT

Translator (1) employs a literal translation for the performative verbs in (اتفقا) *as (agreed)* and in (يعتبر بمثابة صلح) *as (is considered a settlement)* without altering their structure or meaning because in the legal text, some expressions are usually specified and restricted. The translator prefers a literal translation to maintain the meaning without adding or omitting. Substitution strategy is used in translating the performative verb in (الصلح تم اذا) *as (it has been reached)* because the ST uses passive voice which indicates that the settlement has been completed while, the TT prefers more explicit structure, such as using the present perfect passive, to express completed legal action clearly and formally. Another strategy used is also substitution in translating the performative verb in (يجوز لا الرجوع) *as (may not revoke)* instead of using (is not allowed) or (can not be allowed) because this expression expresses an implicit legal prohibition and is more compatible with the ST. The performative verb (*agreed*) has been translated explicitly and the performative verbs in (*is considered a settlement, has been reached and neither party may revoke*) has been translated implicitly because using these verbs (explicit and implicit verbs) is necessary to ensure the accuracy of the legally translated text and achieve the same legal influence of the ST.

Translator (2) translates the performative verbs in (اتفقا) *as (have been agreed)* and (يعتبر) *as (shall be deemed)* literally because these performative verbs are clear and direct, and because the use of the literal translation strategy accurately preserves the legal meaning. Substitution strategy is employed by the translator when translating the performative verb in (الرجوع يجوز لا) into (*shall not be invoked*), although (invoked) generally means (استدعاء). However, it can be considered a common legal expression in the TL to avoid returning to the agreement. The performative verbs in (الصلح تم) has been omitted from the TT because the translator considers these details implicit and understandable from the context, and aims to avoid repetition. Nevertheless, using the omission strategy affects the assurance of the accuracy of the legal translation. The explicit performative verb (*agreed*) and implicit performative verbs (*shall be deemed to be a conciliation*) and (*shall not be invoked*) have been fulfilled because they are used in the TT directly and indirectly. The fidelity and coherence principles

have not been approached because the TT lacks specific legal details, and the translator omits some important verbs that legally affect the intended meaning.

Translator (3) employs three strategies to translate the performative verbs. The first strategy is literal translation, which is used in translating the verb in (يعتبر) *as (considered)* since it conveys the same verb and the same meaning in the TL. The second strategy is lexical creation, the translator applies this strategy when he/she translate the performative verb in (اتفقا) *as (conduct agreement)*, aiming to transfer the legal meaning of the ST into the TT by creating a new term. However, this creation is inaccurate because it means (يقوم او يدير). The performative verb in (يجوز لا) and (تم الصلح) are translated as *(is forbidden to vanish)* and *(if the compatible is happen)* using substitution strategy. Because the translator attempts to substitute these verbs for another of similar meaning by using the term (vaish and compatible), but the choice is inaccurate because this term is illegal and there is grammatical mistake. The performative verb *(conduct agreement)* has been translated explicitly because it is clear and used directly in the TT. However, some performative verbs in *(considered)*, *(if the compatible is happen)* and *(is forbidden to vanish)* have been translated implicitly because the translator wants to avoid direct or forceful language and to ensure precision with legal frameworks.

Translator (4) The translator uses literal translation in translating the performative verb in (اتفقا) *as (agreed)* to preserve the legal accuracy demanded by the nature of the judicial text; for example, the verb (agreed) upholds the legal responsibilities of the parties, while the performative verb *(considered)* adds a legal adjective to the agreement and conveys this adjective without alteration. Another strategy used by the translator is substitution in translating performative verbs in (يجوز لا) and (تم الصلح) *to (it is not permissible) and (reconciliation is reached)*, These two terms are considered substitutions because a literal translation strategy would undermine the legal obligation and diminish legal significance in these cases. Therefore, the translator opted for substitution to maintain the legal significance and strengthen the obligation, as in the ST.

The explicit performative verbs is *(agreed)* and the implicit performative verbs are *(is considered a settlement)*, *(is not permissible to go back)* and *(the reconciliation is reached)* have been approached because of their legal obligation and due to their usage directly and indirectly in the TT to maintain their legal intention and significance.

Translator (5) uses literal translation in translating performative verbs in (اتفقا) into *(have agreed)*, (يعتبر) into *(is considered)* and (الرجوع يجوز لا) into *(it is not permissible to revert)* because the

translator's goal is to transfer the legal judgment as it is presented in the ST to the TT without altering the meaning. Addition strategy is used when the translator translates the performative verb in (تم الصالح) as (*once a settlement is made*), the translator adds words in order to indicate that the settlement has been made. The addition is needed to specify the legal case and avoid ambiguity in the TT.

The explicit performative verb (*agreed*) and implicit performative verbs (*is considered as a settlement*), (*is not permissible to revert*) and (*a settlement is made*) have been translated because they have been transferred directly and indirectly to maintain the legal function.

SLT (2)

لا تستحق المدعية المهر المؤجل مقوما بالذهب كون الطلاق كان خلعيا

Explanation of SLT (2)

This sample was taken from (the Higher Judicial Council, Federal Court Of Cassation / 2791 in Baghdad). In this sample the plaintiff claimed that the defendant her divorced. He owed her deferred dowry. So, she asked for a ruling obligating to pay the deferred. But the court rejected this claim because the divorce was a khul divorce. This decision does not include consensual or khula divorce but she can claim her dowry, which is written in the marriage contract.

In this text, the explicit performative verb has not been fulfilled because of the fact that the text does not include linguistic actions that produce a direct legal effect. Instead, it reflects the content of the ruling in a declarative manner, conveying a legal outcome without being accompanied by a clearly defined judicial performative verb.

There is an implicit performative verb (*does not deserve*, لا تستحق) because this phrase performs a legal-illocutionary function by producing a direct legal effect. Thus, the context implies that a legal judgment has been issued, making the performative act implicit in nature.

TLTs (2)

1. **The** plaintiff is not entitled to the deferred dowry valued as gold, as the divorce was a khul 'divorce
2. The plaintiff did not deserve a deferred dowry made of gold, as the divorce was khul.
3. The plaintiff has no right to take the delayed dowry by gold due to the divorce is by giving up.
4. The claimant is not deserved to the deferred dowry with gold because the divorce was according to the wife request.

5. The defender not deserve deferred dowry valued in gold because the divorce was deposing.

Discussion of the TLTs Translator (1) has translated the performative verbs in (لا تستحق) as (*is not entitled*) literally, because the translator transferred it directly without any alteration and distortion in the meaning and form. The performative verb (*is not entitled*) has been translated implicitly because the translator wants to preserve the stylistic and functional characteristics of the original legal text that expresses the legal effects without using explicit performative verb. The explicit performative verb has not been fulfilled because the text does not contain an explicit performative verb that used to declare a legal decision.

Translator (2) uses a substitution strategy in translating the performative verb, in (لا تستحق) as (*did not deserve*) instead of using (is entitled), which is more accurate in the legal text than (deserve). The translator uses this strategy to present a more suitable expression in the TT, but he/she fails because the word (deserve) is less accurate and carries a general meaning than the word (entitled). The implicit performative verb (*did not deserve*) has been fulfilled because it expressed indirectly to maintain the intended meaning and can be inferred from the text. Also it creates a legal effect and expresses a judicial decision regarding the entitlement or non-entitlement to a financial right.

Translator (3) uses a substitution strategy to translate the performative verbs. For instance, the performative verb in (لا تستحق) is translated as (*has no right to take*). This indicates that the translator applies formal and legal terminology rather than a literal translation to express the legal implication precisely. The implicit performative verb (*has no right to take*) has been fulfilled because it conveys a legal judgment without stating the performative verb explicitly. Thus, it performs indirect legal functions. So, the text lacks explicit performative verb.

Translator (4) uses literal translation to maintain the legal meaning of the performative verb in (لا تستحق) as (*is not deserve*) because the text carrying sensitive implication and he/she wants to maintain the meaning of the original text without adding or modifying any elements, but he/she fails because of a grammatical mistake.

Implicit performative verb (*is not deserve*) have been fulfilled because the text contains only an implicit performative verb and not an explicit one and because the text performs a legal function without using any direct performative verb.

Translator (5) adopts a literal translation strategy in translating the performative verb where the translator chooses exact words that convey a correct legal interpretation; for instance, (تستحق لا) is literally translated as (*not deserve*) because this phrase conveys an official legal right. The performative verb (*not deserve*) is translated implicitly because it is not stated directly but inferred from the contextual hints and because the translator wants to stay close to the SL structure avoiding any interpretation and ambiguity.

SLT (3)

قررت المحكمة تسجيل رجوع الزوج بزوجه وتبليغ الزوجة بصورة هذه الحجة.

Explanation Of SLT (3)

This sample is a document about a husband returning to his divorced wife. It is taken from (The Court of Domestic Relations in Baghdad). It explains that a husband informed the court of his desire to take back his wife (during the legally allowed waiting period after a revocable divorce) The court allowed and legally recorded the reconciliation, and decided to notify the wife with official copy of the decision. This sample consists of explicit performative verb (*decided*, قرر) because it creates a direct legal effect representing in (husband reconciliation). Also, there are implicit performative verbs (*notify*, التبليغ) and (*record*, تسجيل) because it can be understood implicitly as an official notification leads to activate the legal effect of the revocation.

TLT (3)

1. The court commanded that the husband has to return to his wife and notify her with a copy of this command.
2. The court decided to register the return of a husband to his wife and notify the wife of a form of this argument.
3. The court has decided to record the husband's reconciliation with his wife and to notify the wife with a copy of this ruling.
4. The court decided to rejoin the husband and his wife and inform the wife by a copy of this decision.
5. The court decided to return registerate a husband and wife and inform the wife.

Discussion of the TLTs

Translator (1) uses a literal translation strategy when he/she translate the performative verb in (تبليغ) as (*notify*) and substitution strategy when he/she translating the performative verb in (قررت) into (*Command*) instead of using (decided) because the translator wants to change the legal

implication, trying to make the decision more obligatory. It carries the meaning of issuing a binding order from the court. The second strategy is omission, in which the translator does not translate the performative verb in (تسجيل) directly, but mentions it within the text through the use of the term (*commanded*) instead of using (register or record). This is because the translator has conceived the verb (commanded) as a routine procedure. Therefore, it is not essential to explicitly state it to avoid complications and repetition in the TT. The performative verb (*commanded*) has been translated explicitly because it expresses a specific legal action directly, and the performative verbs (*notify*) has been translated implicitly because this performative verb means that there is an implementation of legal action that can be understood indirectly.

Translator (2) uses a literal translation strategy in translating the performative verbs in (قرر) to (*decided*), (تسجيل) to (*register*) and (تبليغ) to (*notify*) because the legal text consists of a judicial decision and procedures that are necessary to translate them accurately without alteration or distortion. For instance, some of the aforementioned verbs carry specific legal significance, and the literal translation successfully preserves this significance.

The performative verb (*decided*) is explicitly translated since it is directly found in the text, eliminating the necessity of interpretation. However, the performative verbs (*notify*) and (*register*) have been translated implicitly since they do not directly represent in the text; they signifies the restoration of the relationship between the husband and wife under the court's rulings.

Translator (3) adopts a literal translation strategy in translating the performative verbs in (قررت) as (*has decided*), (تسجيل) as (*to record*), and (تبليغ) as (*to notify*). This is done to preserve the integrity of legal proceedings, particularly judicial rulings and official documentation, while meaning is conveyed directly without omission or modification. The performative verb (*has decided*) has been translated explicitly because the verb is translated directly and clearly, but the implicit performative verbs (*to record*) and (*to notify*) have been fulfilled because the translator conveyed all of them implicitly. So, he/she can rely on inference or advanced contextual comprehension during translation.

Translator (4) uses a literal translation strategy in translating the performative verbs in (قرر) as (*decided*) and (تبليغ) as (*inform*). This is done to maintain legal accuracy and ensure the implied meaning is unchanged. Conversely, the performative verb in (تسجيل رجوع) has been translated as (*to rejoin*) using a substitution strategy instead of (record or register). Because the translator tries to simplify the expression but he/she fails because the word (rejoin) does not convey the same legal effect as the ST and it does not refer to any legal procedure of documentation the husband's return to

his wife. The explicit performative verb (*decided*) is fulfilled since it can be directly create a legal effect. While the performative verbs (*inform*) and (*rejoin*) have been translated implicitly because the legal effect of these verbs can be inferred through the context.

Translator (5) uses literal translation in translating the performative verbs, in (قررت) rendered as (*decided*) and (تبليغ) as (*inform*), because these terms are translated literally and directly in the legal text to preserve legal clarity. The lexical creation strategy is used in translating the performative verb in (الرجوع تسجيل) as (*return registerate*) the translator attempts to formulate a term that conveys the legal verb of the ST; however, this effort is unsuccessful due to the use of an incorrect expression both linguistically and legally. The explicit performative verb (*decided*) has been translated explicitly as the translator employs an accurate, direct and unambiguous verb in the TT that unequivocally conveys the decision and legal procedures. The implicit performative verbs (*inform*) and (*return registerate*) has been approached because these legal verbs consider as an integral part of the judicial decision, which enhances the authority and highlights the legal content over the manner of issuance.

1.7 Findings

The results indicate that the literal translation strategy was the most employed among translators. This tendency can be interpreted that the translators prefer to use literal translation reflecting their desire to maintain the exact meaning of the legal text, especially in texts that require accuracy and clarity. Also it indicates that implicit performative verbs were more frequently in the translated texts. This reflects a general tendency among the translators to translate performative verbs implicitly, maybe to preserve naturalness and fluency in the TL.

1.18 Conclusion

1. The translators faces difficulties in translating the Arabic performative, Verbs in the legal texts into English.
2. The translators rely heavily on the literal strategy to translate the Arabic performative verbs in the legal texts into English.
3. Translators does not maintain explicitness when translating the Arabic performative verbs in the legal texts into English.

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