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TRANSLATION OF ENGLISH ISLAMIC MARRIAGE CERTIFICATE IN THE UNITED STATES OF AMERICA/TEXAS INTO ARABIC

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ABSTRACT

The present study evaluates and examines three translations, provided by three students who have master degree in translation, for a sample of English Islamic Marriage contract that is officially utilized by Muslims in the United States/ Texas. The central aim of the study is to identify the main issues which are usually faced by the legal translators in translating English International Islamic marriage contracts in the United States of America/Texas and Islamic matrimony registration forms and examining the procedures

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adopted by translators concerning the translation of official documents They followed Peter Newmark's Theory (1988) of Semantic and Communicative translation in translating this legal document which includes cultural-bound terms related specifically to the Islamic beliefs and concepts that are considered fundamental parts of formulating such documents and raise a real challenge for legal translators due to the source language and target language related to diverse linguistic families and different legal systems and religious cultures. So, different translation issues have been committed by the translators in the usage of lexical items according to the current context. It is worth mentioning that the current document issued by "Frisco Masjid Inc.", in which it is an organization concerning the affairs of Muslims in the American United States/Texas. The most important conclusion is the legal translator should first opt for the communicative technique due to the multiple terminologies that have no suitable equivalence in the target TL at the same time s/he should be aware of employing such procedure to grasp the alike alike ated lawful impact of the source language's words.

Keywords: marriage certificate; legal language; difficulty; translation.

ترجمة عقود الزواج الإسلامي لإنجليزية في الولايات المتحدة الأمريكية/تكساس إلى اللغة العربية

علي حسين عودة

طالب ماجستير/قسم الترجمة/كلية الآداب/جامعة الموصل

و

د. محمد إبراهيم حمود

أستاذ/قسم الترجمة/كلية الآداب/جامعة الموصل

المستخلص

يقيم هذا البحث ويتفحص ثلاث تراجم، عُدت من قبل ثلاثة طلاب من حاملي شهادة الماجستير في الترجمة لأنموذج من عقد الزواج الإسلامي الإنجليزي المُستخدم بشكل رسمي من قبل المسلمين في الولايات المتحدة/تكساس. أتبع الطلاب نظرية بيتر نيومارك (١٩٨١) عن الترجمة الدلالية والتواصلية في ترجمة هذه الوثيقة القانونية المتضمنة مصطلحات ثقافية مرتبطة ارتباط مباشر بالمعتقدات والمفاهيم الإسلامية التي تُعتبر أركان أساسية في صياغة مثل تلك الوثائق والتي تُشكل تحدي حقيقي للمتترجمين القانونيين نتيجة انتماء كلا اللغتين: الأصل والمستهدفة لعوائل لغوية ونظام قانوني وثقافة دينية مختلفات. نتيجة لذلك، أرتكبت مشكلات مختلفة في الترجمة في استخدام المفردات اللغوية حسب

السياق الحالي. ومن الجدير بالذكر فإن هذه الوثيقة تُصدر من قبل "مسجد فرييسكو المرخص قانونياً" حيث إنها منظمة تعني بشؤون المسلمين في مدينة تكساس في الولايات المتحدة الأمريكية.

الكلمات الدالة: عقد زواج، لغة قانونية، مشكلة، ترجمة.

1. INTRODUCTION

The current study focuses on the translation of English International Islamic Marriage Contracts in the United States of America/Texas into Arabic. The translation of the selected texts raises an actual difficulty for legal translators in which most of them face a problem in identifying a direct. And most relevant translation for legal terms in Arabic that are basically used in the formation of the English International Islamic marriage contracts. Further complicating matters are the discrepancies between the Arabic and English legal systems, which emphasize yet another type of challenge in translating legal document texts from English into Arabic and vice versa. Frequently, fall short of providing the best appropriate translation based on the context that conveys the same intention in the target language.

What are the most problematical situations in translating English international Islamic marriage contracts in the United States of America /Texas into Arabic?

What are the reasons behind the techniques followed by the translators in dealing with such problems?

The present study aims at identifying the main issues which are usually faced by the legal translators in translating English International Islamic marriage contracts in the United States of America/Texas and Islamic matrimony registration forms and examining the procedures adopted by translators concerning the translation of official documents.

2. LITERATURE REVIEW

The present study focuses on translation of English Islamic marriage certificate in the United States of America/Texas. A legal contract is defined as a legally binding agreement, in particular, an agreement between two or more parties in which each party binds himself to execute or avoid executing some obligations that each party acquires the right to what the promises (Bunni, 1999, 55). According to Gubby (2007, 170), not all

agreements are contracts, but they are considered as certain types of agreements between two or more parties that are bound lawfully.

Sarcevic (2000,133,134) explained contracts as agreements between two or more parties to exchange performance in a given situation for specific purposes. The legal act to be performed or not performed is outlined in the substantive provisions in the form of obligation, permissions, authorization, and prohibitions, all of which are enforceable by law. Contracts in general according to (Chen & Wishart, 2018, 4) must include three components:

A) **Promise:** which is made by the promiser toward the truth of the understanding and has a one-sided focus.

B) **An agreement:** which is bilateral in focus between the parties of the contracts, i.e., a contract **is** provided with others, not with ourselves, by reacting satisfaction with our rights and consensus.

C) **Recognition of law;** A contract should be enforced by legal apparatus provided by the state, this increases the reliability of mutual exchange narrows any possible gap in trust between the contracted parties, and ensures compensation for any breaching by the compulsory power of the state.

Al-Zuhairi (2017, 21) classifies contracts according to their issues into “unilateral binding” and “bilateral binding”. The former one charges obligations on one of the parties such as debt, while the latter type charges obligations on both parties of the contract.

Regarding this study, English Islamic Marriage Contract of Texans, it focused on a written document issued by the Islamic Centre of Frisco which is a registered and non-profit religious organization headquartered in Frisco Texas. It is a multicultural mosque that is open to all and offers a place to pray, education on Islam, community events, and more. This official paper includes several details of a man and woman who want to get married according to Islamic Sharia, for instance, their full names, ages, date of ceremony, place, amount of mahr, marital status, religion, signature, two male witnesses, etc.

2.1 Legal language in Arabic

Legal language is a tool by which the legislator can deliver the purpose intended by the law to the members of the society officially (Shiekhly,1995, 30). It is also introduced by Al-Harithy (2021) as the language of a great master, strong expression, and accurate description on the basis that if any linguistic mistake or grammatical structure is incorrect; it may lead to punishment of the person and society. Moreover, legal language is regarded as a unique language that is used for special purposes that are distinguished from ordinary or any other language for a specific function; so, there is a specific legal style that may not be comprehensible to the public (Mattila,2006). According to Bhatia (1982), legal language is notorious for its complexity, repetitiveness, and tortuous syntax. The intention is always to write precisely, unambiguously, and with detailed specifications of the scope of the legislative provisions. It is worth mentioning that the Arabic legal language has two principles foundations: Islamic Law and Common Law. It includes its own stylistic and syntactic features. Arabic legal text makes more use of grammatical cohesion including reference, and conjunction of finite structure than their English counterparts and less use of passive (Emery, 1989,10).

2.1.1 Legal Language in Arabic

The equivalence in translating between Arabic and English is related to the translator's knowledge of both languages features to grasp the accuracy and correctness of the process of legal translation particularly. So, this section includes an explanation of the properties of legal language in Arabic and their important role in the legal translation.

2.1.2 Lexical Features

Good Rich (1987:177) confirmed that legal vocabulary is the primary symbolic lexicon that places a great stress upon the legal signifier or legal word an entity as in itself. Lexis in Arabic legal language is generally classified into a) technical words: such as (قضية, Qadhia) equals to case, (محكمة, Mahkamah) equals to (Court). b) Semi-technical words such as (دليل, Dalil) equals to (Evidence) and compensation words like (تقرير, Taqreer) equals to (Report) and (طرف, Taraf) equals to (Party). The legal system in Arabic includes forms of the Islamic Shari'ah Law and Civil Law so; it is affected by the culture and society due to that they have their traditions of different countries, appropriately. Lexis gives different meanings,

function; such as the phrases that are usually used in Islamic marriage contracts (الحمد لله , Alhamdulillah) equals (Praise be to Allah), and (بسم الله الرحمن الرحيم), Bism Allah Alrahman Alrahim) equals to (By The Name Of Allah The Most Gracious, The Most Merciful (عدة, Iddah).

According to Bahmeed (2008: 6), the word (عدة, Iddah) refers to a period in which a Muslim woman after her husband's death stays at home and does not put make-up or use perfumes for beauty .

So, they should be translated communicatively to grasp the accurate meaning and to distort the message (Schaffner,1997:137).

Another essential feature of the Arabic legal language is the "Gender-bound" terms which are considered a very crucial part of the analysis of legal texts. Baker (1992:92) mentioned that in Arabic, gender distinctions are reversed in nouns and pronouns with a kind of coordination between these and their accompanying verbs and adjectives, for instance, the words that refer to masculine, (الشاهد Alshaahid) equals to the (Witness), and , (الطرف المتعاقد) Altaraf Almutaeqid) equals to the (Contracted party) (Hatim Shannuq and Buckly, 1995:174-175).

According to Tiersma (1999:175), nominalization and passivization are vague aspects that usually hide the identification of the performer; if deliberately or not, it can at most lesson accuracy as long as the legal language in Arabic always searches for accuracy and precision through avoiding obscurity of agents, so it favors active to passive for instance, "the witness says the truth".

2.1.3 Syntactic Features

Arabic has different syntactic features that play a crucial role in seeking accuracy and precision in the translator, for example, in the case of passivation which means a transformation that includes a shift of position of the left-hand and right-hand noun phrases (Fowler,1991: 27). The writer sometimes uses passive voice” which is preferred in English to focus on the agent of the action or to make one part of the phrase look more prominent.

Sabrah (2007:61) explained that the legal language of Arabic has a strong tendency toward the use of present verbs as, (يُلزم) Yulzim) equals to (Commit), (ينبغي, Yanbaghi) equals to (Should), and (يُفرض, Yafrid) gives the meaning of (Impose). It is important to

note that the utilization of these verbs in Arabic shows the present situation in addition to future, for example “The Islamic marriage contract should involve two male witnesses” equals to The marriage contract must include two male witnesses.

2.1.4 Stylistic Features

The task of draftsman must be performed, with a high degree of clearness and correctness; consequently, the legal papers should be drafted in clear and accurate language, otherwise they are going to be interpreted variously to the aim, ambition, and wishes of the parties involved (Sabran, 2007:26).

According to Beiyomee (2010: 8), a legal document or sentence is not only a series of words larger than the unit of a word, but it is a different semantic and pragmatic unit: a unit of meaning within the context.

Legal style refers to the linguistic aspects of the written legal language and also how legal problems are approached, managed, and solved (Smith, 1995: 190). According to Smith legal style is formulated from legal tradition, thought, and culture. Broadly speaking, legal writing is distinguished by an impersonal style, with excessive use of declarative sentences in pronouncing rights and obligations. The legal language in Arabic is characterized by that style in using specific words to consider this style for example, on everyone, every individual, everyone (Sabrah, 2012 ,28).

2.2 Legal Language in English

Many searchers have perceived the legal language in English since it governs almost every aspect of our life. (Illogical)

Mellinkoff (1963:3) explained the language of the law as the customary language used by lawyers and includes “distinctive words, phrases, modes of expression.

According to Goodrich (1982: 3), legal language is a linguistic register that can be defined in terms of its systematic appreciation of legally recognized meaning, accents, and connotations, and its simultaneous rejection of alternative and competing meanings and accents, forms of utterance, and discourse generally as extrinsic, unauthorized, or threatening. The notion of legal English as a variety of language is used to highlight its differences from the stereotypical interpretation of ordinary language (Tiersma, 1999:49). Legal language is also considered a dialect. (Tiersma,1999:133) mentioned that aspects and

distinctions are similar to the differences in dialects between the legal English spoken in a British context and an American context such as according to American legal English in one hand, a judgment is the disposition or outcome of a case, on the other hand, in England legal English judgment also refers to the statement of reasons for the disposition, something that American lawyers call an opinion. Sometimes one legal item gives a different meaning according to the country's law, for instance, "Corporate law" in America is Company law" in England.

2.2.1 Features of Legal Language in English

Distinguishing characteristics of legal language in English have been studied by numerous researchers, they viewed the language of law from various perspectives. Some style, lexical, and syntactic features will be involved in this section.

2.2.1.1 Stylistic Features

The style of legal language refers to the linguistic aspects of the written language and refers also to how legal problems are approached managed and solved (Smith,1995:190). The legal language in English is characterized by an impersonal style in which an extensive use of declarative sentences is usually utilized for pronouncing rights and obligations. The stylistic features study refers to the discipline that studies how language is used (Leech and Short, 1981 page number) which covers different levels of linguistics such as grammatical level, lexical level, and syntactic level. Legal language is a highly specialized language used with its style. The language of the common law and civil law systems is essentially different in style (Smith, 1995 page number). According to Gustafsson (1975:10,12), the average length of the sentence for the Courts Act 1971 is 55.11 words (median 48.05) words a figure considerably higher than for other types of prose for which comparative evidence was available.

Hilltunen (2001:56) on the other hand found that the average sentence length in the sample of the five statutes enacted in 2000 is to be 45.05 words (median 37.60 words). The long sentences of legal language in English text are formulated due to the restrictions in introducing and defining legal articles. Zhang (2021:61) mentioned that lawyers usually adopt two clear points in document drafting.

1. Extensive use of modifiers.

2. Sever subordinate clauses can be composed around one main clause, due to the complexity of the subject. Matter and the perspective nature of legislative law. According to Bhatia (1997 page number), peculiar linguistic features often create barriers to the effective understanding of such writing for the ordinary reader including the translator for instance, Article (2) from the International Bill of Human Rights "Everyone is entitled to all the rights and freedoms outlined in this declaration without distinction of any kind, such as race, colour, sex, language, religion, political or other opinion, national or social origin, property, birth, or other status.

لكل فرد حق التمتع بالحقوق والحريات المنصوص عليها في هذا الإعلان بلا أي نوع من التمييز، كأن يكون عرقي، تمييز على لون البشرة أو التمييز بين الجنسين أو لغوي أو ديني، سياسي رأبي، قومي أو مادي، اجتماعي، أو وفق مسقط الرأس أو لأي سبب كان.

2.2.1.2 Syntactic Features

In this section, different syntactic features will be discussed about legal language in English. Lawyers and draftsmen tend to write legal documents in passive voice form due to it allows an indirect and formal tone with which lawyers intuitively feel comfortable (Haigh, 2004:37). So, the use of passive in legal texts gives more attention to the action being taken rather than who is taking the action, for example, "the contract was issued by the two parties" in which the focus is on the contract rather than the contracted parties.

Whereas nominalization refers to the use of nouns as an alternative to verbs. According to Maley (1994page number), nominalization is most probable to be familiar with procedural sections in passive clauses agent deleted. Several typical features regarding nominalization are recognized by Crystal and Davy (1969:205) in the legal language such as:

- a) There is a marked preference for post modification in the nominal groups as in "any installment then remaining unpaid off the rent" (Post modifiers are shown in italics).
- b) By contrast, the use of pre-modification other than determiners is abstained.
- c) The number of nominals, for instance, (statement, communication, ideas, and termination) is themselves either unreal or not indicating any physical thing. Tiersma (1999:78) mentioned that nominalization is useful in cases where the drafter wants to make laws 0.stated as broadly as possible.

d) Wh-deletion: This feature is commonly used in legal language in English. El-Farahaty (2015 page number) stated that wh-form omission is considered a crucial syntactic feature that characterizes legal English. Wh- deletion indicates the deletion of the word initiated by wh, such as which along with the omission of the auxiliary verbs that follow such words while the past participles are entire in the sentence .

Performative verbs and modals in English legal text usually include performative verbs to perform specific actions, for example, giving permission, declaring aright, making prohibition) by using different performative verbs such as (declare, enact, order, and authorize (يعلن, Yuelin, يسن, Yasun, يوعز, Yuez, يُجيز, Yujyz) respectively. (Kurzan,1986: 16) mentioned that speech acts occur with "May" or "Shall or their negative forms. The sentence, in this case, has an illocutionary force to permission (may) ordering (shall) or prohibition (shall not), (shall) for example, is commonly used in legal text, it is stronger than (must) in that respect it warranties that the action will occur, it indicates that something is predetermined to be lawfully binding (Tiersma, 1999:106) for instance, (All members shall fulfill) ,(All members shall settled).These two examples were taken from the UN charger, article (2).

A prepositional phrase is another merit of legal English as a syntactic feature in which a set of words begins with a preposition and ends with a noun are essential for every kind of legal text, for instance, under, according to a pronoun or noun phrase. Several preposition phrases are considered essential for every type of legal text for example, under, pursuant, and according to (طبَّقاً, Tebqan) ,(بموجب, Bimujib(وَفَقَّأً), Wafqaan) respectively. The word "Under" is usually used to refer to sustainable or procedural law for instance, "Under the article (226) of the constitution of India." The word "Pursuant to" is used when referring to legal documents for example, " Pursuant to the terms of the marriage contract conditions. The word "according to " is usually utilized in legal writing to refer to testimony and reports for example, "According to the witness and pieces of evidence. Another example of Prepositional Phrase" "Without prejudice" equals to (بدون تحيز), Beedun Tahaiuz) (Van Dijk, 1981: 282).

2.2.1.3 Lexical Features

Legal language also has its merit by using lexical items, for instance, the use of archaic terms, which come back to old and middle English. These expressions and old terms cause difficulties in understanding for legal translation such as "hereof, thereby, and hereby". These terms don't refer to a precise meaning (i.e., a sentence including "hereby for example "I certify) not more precisely than a sentence without it. "I certify..." isn't stated whether it refers to the whole sentence or part of it (El-Farahaty,2015 give page number).

This future is considered a universal one for all legal languages, but some of them have their unique legal vocabularies. The English legal language system is full of archaic words, formal and ritualistic usage, word strings common words with unusual meanings, and words of over-precision among others (MillinKoff,1963 give page number and Tiersm,1999 give page number). For instance, formal expressions "Your honor" and "Your majesty".

3. METHOD OF RESEARCH

The approach of this study is a lexical. the present paper evaluates and examines three translations, provided by three students who have master degree in translation, for a sample of English Islamic marriage contract that is officially utilized by Muslims in the United States/ Texas. They followed Peter Newmark's approaches (1988) of Semantic and Communicative translation in translating this legal document. It is worth mentioning that the current document issued by "Frisco Masjid Inc.", in which it is an organization concerning the affairs of Muslims in the American United States/Texas.

The source data of the study are Islamic Marriage Certificate of Muslims in Texas
Source Text:

Frisco Masjid, Inc.
6890 W. Main street, Suite B, Frisco, Texas 75034
Web: www.friscomasjid.org

Islamic Marriage Certificate

Date of Ceremony _____	Place _____
Marriage License No. _____	Date _____
Names:	
Bride _____	Signature _____
DL No. _____	
Groom _____	Signature _____
DL No. _____	
Witness (1) _____	Signature _____
Address _____	

Target Text No. 1:

مسجد فريسكو 6890W الشارع الرئيسي، الجناح B فريسكو تكساس 75034

Web: www.friscomasjid.org

شهادة زواج إصلاحية

تاريخ المراسيم المكان

رقم رخصة الزواج التاريخ

الأسماء

العروس التوقيع

رقم رخصة القيادة

العريس التوقيع

رقم رخصة القيادة

الشهاد (1) التوقيع

العنوان

الشاهد (2) التوقيع

العنوان

أي زواج سابق: نعم لا

(إذا نعم، تاريخ وشهادة الطلاق)

المهر

المقدم

المؤخر

تفويض الطلاق: العصمة بيد المرأة

أُصادق على أن العروس والعريس قد تبادلوا الإيجاب والقبول حسب القانون الإسلامي وقد أعلنوا زوج وزوجة.

الاسم الرسمي للزواج عبد الهادي خان

العنوان الرسمي للزواج -مسجد فريسكو

التوقيع التاريخ

Target Text No. 2:

مسجد فريسكو 6890W الشارع الرئيسي، الجناح B فريسكو تكساس 75034

Web: www.friscomasjid.org

عقد زواج إسلامي

المكان

تاريخ الحفل

التاريخ

رقم رخصة الزواج

الأسماء

التوقيع

العريس

رقم الهوية

التوقيع

العروس

رقم الهوية

التوقيع

الشاهد الأول

العنوان

التوقيع

الشاهد الثاني

العنوان

أي زواج سابق: نعم. لا. (إذا كان الجواب نعم، تاريخ وعقد الطلاق)

المهر

المقدم

المؤخر

تفويض الطلاق: يفوض الزوج الزوجة في حق الطلاق.

أشهد أن العروس والعريس قد تبادلوا العرض والقبول (الإيجاب والقبول) وفقاً للشريعة الإسلامية وتم إعلانهما

كزوج وزوجة.

اسم مسؤول النكاح: عبد الهادي خان

العنوان نكاح رسمي، مسجد فريسكو

التوقيع التاريخ

Target Text No. 3:

جمعية مسجد فريسكو

6890 غرب شاع ماين، جناح ب، فريسكو، تكساس 75034

شهادة زواج إسلامية

تاريخ الحفلة:

رقم ترخيص الزواج:

المكان:

التاريخ:

الأسماء:

العروس:

رقم الهوية:

التوقيع:

العريس:

رقم الهوية:

التوقيع:

الشاهد (1):

العنوان:

التوقيع:

الشاهد (2):

العنوان:

التوقيع:

هل هناك زواج سابق؟ نعم.... لا....

(إذا كانت الإجابة نعم، حدد تاريخ وشهادة الطلاق)

المهر:

المقدم/مدفوع مسبقاً.

مؤجل/المؤخر.

تفويض الطلاق: يفوض الزوج حق الطلاق للزوجة.

أشهد أن العروس والعريس قاما بتبادل العرض والقبول (الإيجاب والقبول) وفقاً للشريعة الإسلامية وأصبحا

زوجين.

اسم مسؤول النكاح: عبد الهادي خان

المسمى الوظيفي: مسؤول النكاح/جمعية مسجد فريسكو

التوقيع: التاريخ:

4. DISCUSSION OF RESULTS

The Analysis of the Islamic Marriage Certificate, which is used by Muslims in Texas.

The table (1.1) illustrates the most difficult issues in the translation of the Islamic Marriage Certificate of Texans that is performed by three M.A. students.

Table (1.1): Analysis of the Islamic Marriage Certificate. Sample (4)

ST	Translation	Semantic/Communicative	Appropriateness	Supposed translation
1.Marriage certificate	1.شهادة زواج اسلامية. 2.عقد زواج اسلامي. 3. 1. شهادة زواج اسلامية.	Semantic Communicative Semantic	- + -	عقد زواج اسلامي
2. DL No.	1.رقم رخصة القيادة. 2. رقم الهوية. 3. رقم الهوية.	Communicative Communicative Communicative	+ - -	
3.Advanced	1.المقدم. 2.المقدم 3.المقدم	Communicative Communicative Communicative	+ + +	
4. Postponed	1.المؤخر 2.المؤخر 3.المؤخر	communicative communicative communicative	+ + +	
5.The husband delegates his right of divorce to the wife.	1.العصمة بيد المرأة 2.يفوض الزوج الزوجة في حق الطلاق. 3.يفوض الزوج حق الطلاق للزوجة.	Communicative Semantic Semantic	+ + +	
6. Nikah's official name	1.الاسم الرسمي للنكاح 2.اسم مسؤول النكاح 3. اسم مسؤول النكاح	Semantic Communicative Communicative	- + +	
7. Frisco masjid Inc.	1.مسجد فريسكو 2.مسجد فريسكو. 3.جمعية مسجد فريسكو	Semantic Semantic Semantic	- - -	مسجد فريسكو المرخص قانونياً

1.It is clear that almost all the translators have transferred the English lexical item “Certificate “into (شهادة), Shahada) in which its legal precise meaning has already explained as well as the lawful differences between the word “Certificate “and “Contract “.

2.“DL No” is an English abbreviation that has been translated variously into driving license number.

Any legal translator must be sure one hundred percent of the true and contextual meaning of all details which are listed in any official paper. Anyhow, the expression “DL” contextually refers in its full form to “Liscenc of Driverring “which is regarded as an official document in the United States. The first translator translated it correctly as , (رخصة القيادة) Rukhsat Alqiada). Whereas the others have failed to reach the required meaning by translating the SL item “DL” into (رقم الهوية) ,Raqm Alhuia). They probably

thought that the English letter “D” indicates the word “Identity “equals to (هوية, Alhuia) in Arabic which is used to prove one’s personality, at the same time they omitted the English letter “L”. Hence the last two translations are inaccurate according to the current data. The performance of omission in translating means that the translator has no idea about the translation project which leads to serious legal implications.

3. The following two English lexical terms “Advanced “ and “ Postponed “ have completely different meanings compared to the translations which have been introduced into (المُقدّم, Al-Muqaddam), (المؤخر, Al-Muakkar) which originally refers to the two types of (مهر, Mahr)

But in the case of translating them de-contextually, they entirely have distinct connotations. The word “Advanced has different meanings for example, it refers to something modern or lately developed equal to the Arabic expressions (مُتَقَدِّم , Mutaqadim), (مُعاصر, Mueasir). The English word “Postponed “has been translated variously into (مُؤَجَّل , Mu’ajjal), (مُؤَخَّر , Muhkar) which are usually used in Arabic interchangeably to refer to something that has been postponed or delayed as an adjective or the past tense for the two English verbs: “Postpone” and “Delay” equal in Arabic to (يُؤَجَّل , Yuajil), (يُؤَخَّر , Yuakhar) respectively.

4. The ST sentence “The husband delegates his right of divorce to the wife “equals in Arabic to (تفويض الطلاق, Tafwid_Altalaq) which exactly means the case in which the wife has authority in offering “divorce “from her husband. This phrase has been translated into different forms. The first rendition (بيد المرأة العصمة, Aleismat Biad Almar'a). It is worth illustrating the main point of that expression that lies in the word (العصمة, Aleismat) which indicates to the Arabic two words (الحفظ, Alhafiz) and (الوقاية, Alriwaya) equal to “Rescue “and “Prevention “respectively. But in accordance to the present situation, it refers to the Islamic Sharia gives the right for the husband to decide about “divorce”. Hence, the first translation is fine as it makes sense by transferring the similar notion of the ST sentence. The second and third translations also reached the required ST meaning, in conclusion, all the three translations have been fruitfully produced depending on the specific context.

5. Unforgivable mistake committed by translating the SL phrase “Nikah” official’s Name”.

Before discussing the three translations, the culture-bound term “Nikah” should be illustrated here. According to Islamic Sharia concept the word “Nikah” refers to the meaning Islamic ceremony for a Muslim couple to be lawfully get married according to Islamic law .

In terms of the translation, the first translator introduced a clumsy translation by translating the SL phrase “Nikah official’s Name” literally into (الإسم الرسمي للنكاح), Al’iism Alrasmiu Lilnikah) in case of retranslating this phrase, it will be “The official name of “Nikah” which gives an idea that the word “Nikah” has an official name, but the contextual meaning of the adjective phrase “official “ which equals to (الرسمي, Alrasmi) in Arabic is the employer who is legally responsible for performing the marriage contract according to Sharia law who is called “Imam” in the Islamic community. Consequently, the translator has turned meaning upside down in comparison to the second and third translations which have achieved the required meaning into, (إسم مسؤول النكاح) ‘Iisim Maswuwl Alnikah).

6. It should be noted before discussing the problematic issues committed by the translator.

In translating the SL NP “Frisco Masjid Inc.” The accurate meaning of the culture-bound item (مسجد, Masjid)

As well as the differences between this term and the Arabic word (جامع, Jamie) equals to “Mosque” in English.

The word (جامع, Jamie) refers in Islamic culture to the place of worship, praying and teaching the Holy Quran and Sharia issues in addition to performing the Friday praying.

While the word (مسجد, Masjid) demonstrates the meaning of the building where Muslims just perform the five prayers not for other purposes.

Regarding the translations, the first two translators omitted the English abbreviation “Inc.” By transferring only the SL phrase “Frisco Masjid “so they excluded the most essential detail in this sentence “Inc.” Which refers into its full form to the English word “Incorporated” which gives the concept of being legally licensed to register Islamic

marriage contracts. According to their translation, this worship place has become unauthorized for such matters.

7.The last translation (جمعية مسجد فريسكو, Jameiat Masjid Frisco) is also provided incorrectly due to the translation of the same item “Inc.” As (جمعية , Jameiat) equals to “Association “in English. To sum up, all the translators have failed in rendering the precise meaning of the SL expression “Frisco Masjid Inc.” Which has been already drawn in table (1.1) as the proposed translation.

Table (1.2): The Percentage of Accuracy and Inaccuracy between Semantic and Communicative Translation

Technique	Usage	Appropriateness	Inappropriateness	Percentage of accuracy	Percentage of inaccuracy	Total of percentages
Semantic	8	2	6	25%	75%	100%
Communicative	13	11	2	85%	15%	100%

5. CONCLUSION

Legal translation characteristic lies at the centre of three fields of investigation a) Legal principle, b) Language principle, c) Translation principle.

According to the previous conclusions; the legal translator should not only have experience and knowledge about the language and translation issues but also the legal ones; this means that the specialist must have a wide knowledge of the legal system which includes a continuing amendment, so he needs to keep in touch with every lawful change occurs in any country’s legal system. Legal translation is regarded as one of the awkward fields by comparison with the various areas of translation. Legal language is completely different from any other type of language in that it involves many terms which have a unique intention when they are utilized in a legal context. Each legal language has its own culture, rules, and characteristics; this explains the difficulty behind the legal translator’s task.

Since the present paper has been concluded basically to the translation of Islamic marriage contracts that are originally related to Islamic culture and law; this concludes why

the legal translator should first opt for the communicative technique due to the multiple terminologies that have no suitable equivalence in the target TL at the same time s/he should be aware of employing such procedure to grasp the alike calculated lawful impact of the source language's words.

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