Subject Review: Features of Legal Language and its Translation

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Sections Info	ABSTRACT
	Objective: This article aims to explore the unique features and tools of legal language, focusing on its structure, stylistic conventions, and lexical systems. It seeks to identify key linguistic characteristics and examine how these features are translated while maintaining semantic accuracy. *Method:* The review employs a qualitative analysis of legal language, focusing on its specific conventions and the process of translating legal texts. It examines the relationship between legal terms, expressions, and their meanings, as well as the challenges faced by translators. *Results:* The study identifies the precise and formal tools used in legal language, highlighting the importance of coherence and clarity in legal texts. It also provides insights into strategies for translating legal language to ensure that the translated text retains its legal force, avoiding ambiguity. *Novelty:* This review contributes to the field by bridging the gap between linguistic form and legal meaning, offering a comprehensive analysis of legal translation and its impact on the legal system. It emphasizes the significance of understanding legal language in cross-linguistic legal contexts, ensuring the integrity of translated legal texts.

INTRODUCTION

Timothy states that the language of law does not only include linguistic expressions, articles or acts of communication. They serve as behavioral standards that can be conveyed (and may be established) through the use of language. What is called, (legal language), is part of a set of expressions that define a broad area of study. Other terms in this cluster comprise law and language, or the term language and law in reverse order, the term language and law or the term law and language, and forensic terms. Therefore, the terms arrangement and the prepositions selection remain active topics, just as the distinctions between language and linguistics, as well as between law, legal language and forensics language, are relevant (Durant & Leung). They add that the English used in legal contexts is less of a style picked up during legal education, and is often described as acquiring the ability to talk like a lawyer; it is intentionally instructed and validated (for instance, through exams like TOLES (Test of Legal English Skills) and ILEC (the International Legal English Certificate). Also legal language seems to encompass several variables. Various professionals (such as lawyers and judges) operate within a specific specialty (or genre: laws and legal language and their application). Those specialists engage in their work in particular settings (for instance, in a solicitor's office or a courtroom) and for defined purposes (like imposing prohibitions, advocating a legal case, or issuing an order in a court). Consequently, they are many challenges, but one of these challenges is considering the relation between law and language and, specifically, determining what defines the essential 'legal language' idea. This is helpful

to comprehend the way that diversity connects to acknowledged dimensions of differences of linguistic forms. Tiersma states that legal language is often referred to as an slang, language variation, manner of speech, a specific level of speech or a distinct speech. More accurately, it can be termed a sublanguage, which has its own specific grammar, a confined specific topic, and includes semantic, lexical and syntactic limitations, allowing for 'unusual' grammatical principals which don't conform to the usual used language. In line with Crystal and Davy earlier statement, legal language seems to encompass multiple factors [1], [2], [3], [4], [5], [6].

RESEARCH METHOD

This review employs a qualitative analysis of legal language features, drawing upon both theoretical and practical literature to identify key characteristics of legal discourse. The method involves examining the grammatical, syntactic, and stylistic elements that define legal language. A close review of the literature, including works by legal scholars such as Tiersma, Bhatia, and Mellinkoff, allows for an in-depth exploration of various features such as archaic terms, foreign borrowings, doublets, and the use of passive voice. The study also explores the implications of these features on legal translation, with particular attention to how they impact comprehension, clarity, and legal accuracy. Through this analytical approach, the review identifies ten essential features of legal language that are critical for legal professionals and translators to understand in order to maintain the integrity of legal texts.

RESULTS AND DISCUSSION
Legal Language Features and its Translation

Legal English is considered as one types of legal language. It serves the legal language in America, England, and other countries where English is the spoken language. Understanding the legal characteristics and features is essential for learners and even professionals (e.g. judges, attorney, and translators). Lawyers and professionals have recognized that it is necessary to make this complicated language accessible and reform it to allow ordinary individuals to understand their rights and responsibilities which affect them. Therefore, the ordinary individuals are empowered to tackle the challenges of understanding legal language, which seems difficult to understand [7], [8]. Legal English has several features as follows:

a) **Archaisms:** Words that are considered archaic are used less often than other terms, which leads to their obscurity over time. Examples of such terms as the adjective: aforesaid, the adverb: hereinafter, the noun surrejoinder, and the verb: darraign. In addition, archaic expressions that are part of a formal style and often utilized by lawyers are referred to as legalisms and lawyerisms, including terms like: vel non which means not [9], [10], or the absence, prior to which means before. Common phrases that begins with therein or thereof which means here and there. These terms are considered rare for the ordinary English speakers (Hiltunen).

Source language	Target language
The two parties hereby agreed as follows	اتفق الطرفان بموجب هذا العقد على ما يلي:

b) **Borrowed and foreign terms:** there are many legal English terms and phrases have origins in Latin and French. Latin-derived words include: negligence, inferior, versus, pro se, stare decisis, obiter dictum, among others. Additionally, the impact of French is evident not only in the French-derived words (appeal, claim, complaint, court, default), but also in the placement of adjectives after the nouns they modify in phrases like: attorney general, fee simple absolute, state auditor general, etc. For example [11], [12]:

Using inter alia instead of among others which is translated into من بين امور اخرى

c) **The repetitive use of doublets feature:** it is synonyms or nearly synonymous terms (collocation) are paired together as "doublets." These words can be nouns, verbs, adjectives, or even prepositions. The simultaneous use of two terms that have the same conceptual meaning, often sourced from different languages, indicates the legislator's uncertainty about their equivalence. In such instances, the safest approach was to employ both terms. This led to a tendency to present each option in its own language (Garner).

For instance: Doublets in Arabic, pairs of words employed as redundancies for emphasis are frequently seen, such as:

Announces and declares تعلن و تصرح

Affirmed and acknowledged فأقر و اعترف

d) **Impersonal style:** involves not just the employment of third person pronouns (such as everybody, nobody, and every person), but also the use of the passive voice (Veretina-Chiriac). This impersonal approach suggests that law is unbiased. However, such broad statements can be unclear for individuals who are not experts in legal matters (Veretina-Chiriac).

e) **Nominalization:** Nouns that are formed from verbs are frequently employed in place of the verbs themselves. This morphological process which is recommended to be avoid because it cases a longer and less dynamic texts. An example of this feature is avoiding to consider and use to take into consideration instead and instead of using to agree, it is recommended to use to be in agreement (Bhatia).

f) **Sentence length:** It is evident that a significant characteristic of legal documents is the preference for complex and compound sentences over simple ones. Legal document sentences convey a substantial amount of information and often exhibit subordinate and coordinate clauses, also repetitiveness, noun phrases with extensive modifications (Veretina-Chiriac).

g) **The use of modal verbs:**

-Obligation (Shall)

Shall is used to express obligations, laws and demands. Shall is used in different texts (e.g. legal documents, regulations, and constitutions). For example

The Second Party shall pay the necessary fees and expenses

يلتزم الطرف الثاني بدفع الرسوم والمصاريف والنفقات اللازمة

-Permission (May)

Deontic permission is conveyed through the use of may. May indicates permission that the speaker provides, while can is used in a broader, more impersonal context. For example:

He **may** also institute lawsuit وله ان يرفع دعوى

-Prohibition (Shall not and may not)

Modal verbs have a form of negation. "May not" and "shall not" serve as the negative forms of "may" also "shall". The role of shall not and may not is to refuse authorization or permission (Palmer). For example:

The Lessee may not use the leased flat in a way that violates Shari'a, law, morals or public order.

لا يجوز للمستأجر استخدام الشقة المؤجرة بطريقة تخالف الشريعة أو القانون أو الآداب العامة أو النظام .

h) **Premodification and Postmodification**: these two concepts revolve around the placement of modifiers, which can be positioned either prior to or following the head. The postmodification feature is considered as an essential grammatical feature for improving explanation and describing. It is considered with the elements that come after the headwords. It includes non-finite clauses and prepositional phrases. The aim of using this feature is to achieve clarity. It is more favored to use post-modifiers, because clauses and phrases offer more precise definition of the noun they modify compared to single words that come before it . For example :

Pre-modifier: The said sum المبلغ المذكور

Post-modifier: **The party** *who* breaches the contract shall…….

على الطرف الذي يخل بالعقد...........

i) **Passive Construction:** Legal writers often rely on passive voice because it is formal and indirect. This feature is particularly useful when the speaker or the writer intentionally wants to obscure the doer who did the action, also when the goal of the text applies to multiple potential agents [1]. Additionally, the passive voice typically presents more challenges for comprehension; it is easier to use active voice due to the natural structure of the sentence. Therefore, it should be used sparingly unless absolutely required; as noted by Garner, transforming a passive construction into active form conserves words and enhances readability. For example:

The "head of the mission" is the person charged by the sending State with the duty of acting in that capacity.

اصطلاح (رئيس البعثة) هو الشخص الذي كلفته الدولة المعتمدة بالعمل بهذه الصفة.

j) **English capital letters:** It is well known in English, and in other Latin-based languages, that proper nouns begin with capital letters, whether they are names of people, countries, cities, organizations, companies, institutions, or other proper nouns. This rule is applied in legal writing, especially in contracts and agreements, to proper nouns, as long as they are known or identified in the text, regardless of their repetition within the text itself. Examples of this include [13], [14], [15], [16]: Each of these must be known by itself or identified in the contract, agreement, or text (Saqf Al-Hait). Note the difference in the following example:

Usually, the director of a company appoints his employees.

يقوم مدير الشركة عادة بتعيين موظفيه.

Director of the aforementioned Company shall appoint the employees.

يقوم مدير الشركة المذكورة أعلاه بتعيين الموظفيه

CONCLUSION

Fundamental Finding : This review identifies key characteristics of legal language, emphasizing the importance of understanding its grammatical, stylistic, and syntactic features to avoid misinterpretation and mistakes. It highlights the use of archaic words, foreign terms, doublets, impersonality, modal verbs, passive voice, and capitalization as essential elements of legal discourse. **Implication** : The findings underscore the necessity for legal professionals and translators to be well-versed in these features to ensure clarity, precision, and consistency in legal texts. An awareness of these features is critical in maintaining the integrity and legal force of translated documents. **Limitation** : The review focuses on a specific set of features and does not encompass the entire scope of legal language characteristics, which may vary across different legal systems and languages. **Future Research** : Future studies should explore the comparative analysis of legal language features across multiple languages and legal systems, as well as investigate the impact of modern linguistic developments on legal discourse and translation practices.

REFERENCES

[1]   E. Finegan, "Review of Legal Language by Peter M. Tiersma," *The International Journal of Speech, Language and the Law*, vol. 7, no. 1, pp. 123–127, Jan. 2000, doi: 10.1558/ijsll.v7i1.123.

[2]   J. Kulesza, "Free speech, artistic expression and blasphemy laws within the ECHR margin of appreciation," in *Law, Language and the Courtroom*, Routledge, 2021, pp. 160–172. doi: 10.4324/9781003153771-14.

[3]   A. Durant and J. H. C. Leung, "Reforming Legal Language," in *Language and Law*, Routledge, 2017, pp. 113–116. doi: 10.4324/9781315436258-25.

[4]   A. Gillespie and S. Weare, "1. The English Legal System," in *The English Legal System*, Oxford University Press, 2017. doi: 10.1093/he/9780198785439.003.0001.

[5]   E. K. Trent and S. E. Davis, "Emotions Conveyed Through First- and Second-Language Lyrics: (622322013-001)," 2013, *American Psychological Association (APA)*. doi: 10.1037/e622322013-001.

[6]   F. Recanati, "Does Linguistic Communication Rest on Inference?," *Mind & Language*, vol. 17, no. 1–2, pp. 105–126, Jan. 2002, doi: 10.1111/1468-0017.00191.

[7]   G. Rundblad, "We, ourselves and who else?: Differences in use of passive voice and metonymy for oneself versus other researchers in medical research articles," *English Text Construction*, vol. 1, no. 1, pp. 23–40, Mar. 2008, doi: 10.1075/etc.1.1.04run.

[8]   Z. Beenstock, "Gendering the General Will: Frankenstein's Breaches of Contract," in *The Politics of Romanticism*, Edinburgh University Press, 2016. doi: 10.3366/edinburgh/9781474401036.003.0007.

[9]   S. Castelli, "Murder and Murder Prohibition in Josephus," in *"You Shall Not Kill,"* Vandenhoeck & Ruprecht, 2017, pp. 159–172. doi: 10.13109/9783666552687.159.

[10]   H. Im and Y. Ha, *May I Have Your Permission? Antecedents of Permission-Granting Intention*. 2013. doi: 10.31274/itaa_proceedings-180814-650.

[11]   B. Russell, "Shall, Must, May: The Logic of Legal Obligation and Permission," *Alta Law Rev*, p. 93, May 1994, doi: 10.29173/alr1183.

[12]   E. Μανικα, "The use of english modal verbs by EFL learners in greek state schools," National Documentation Centre (EKT). doi: 10.12681/eadd/21290.

[13]   B. Henderson, "Advanced Sentence Structures: Compound and Complex Sentences and Relative Clauses," in *A Math-Based Writing System for Engineers*, Springer International Publishing, 2019, pp. 91–106. doi: 10.1007/978-3-030-10756-7_7.

[14]   N. Wheate, T. Hinton, and J. Lee, "Phenergan for under 6s is no longer recommended due to hallucination risk. Here's what to use instead," Nov. 2024, doi: 10.64628/aa.cxs7t3fyh.

[15]   H. Guest and B. Parr, "Words Frequently seen in Kana," in *Mastering Japanese*, Macmillan Education UK, 1989, pp. 336–337. doi: 10.1007/978-1-349-19825-2_35.

[16]   F. Sole-Mauri, "Cadlaws is built from Canadian legal documents. The corpus contains over 16 milions words in each language and it is composed of documents that are legally equivalent in both languages but not the result of a translation. Cadlaws is built upon enactments co-drafted by two jurists to ensure legal equality of each version, to reflect the concepts, terms and institutions of two legal traditions," *Universitat Autonoma de Barcelona*. doi: 10.5565/ddd.uab.cat/238990.

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